

CITY COUNCIL  
Lori Wilson, Mayor  
Wanda Williams, Mayor Pro-Tem  
Jane Day  
Alma Hernandez  
Michael J. Hudson



CITY COUNCIL MEETING

First and Third Tuesday  
Every Month

## A G E N D A

**SPECIAL MEETING OF THE SUISUN CITY COUNCIL,  
TUESDAY, FEBRUARY 2, 2021  
5:30 P.M.**

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

### **NOTICE**

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

*PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.*

*DUE TO CORONAVIRUS COVID-19 CITY HALL IS CLOSED TO THE PUBLIC, RESIDENTS MAY ATTEND THE CITY COUNCIL MEETING VIA THE APPLICATION, ZOOM.*

*EFFECTIVE **FEBRUARY 16, 2021** THE CITY COUNCIL WILL RESUME IN-PERSON MEETINGS IN ADDITION TO ZOOM. A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT [clerk@suisun.com](mailto:clerk@suisun.com) OR 707 421-7302.*

### **MEETING INFORMATION:**

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

**MEETING ID: 893 0475 1004**

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

**TO VIEW TONIGHT'S MEETING ON SUISUN CITY WEBSITE**

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

**REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING  
BY EMAILING [CLERK@SUISUN.COM](mailto:CLERK@SUISUN.COM) (PRIOR TO 6pm) OR  
VIA WEBSITE OR PHONE APPLICATION, ZOOM**

*(If attending the meeting via phone press \*9 to raise your hand and \*6 to unmute/mute for public comment.)*

### **ROLL CALL**

Council Members

### **PUBLIC COMMENT**

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

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

**CONFLICT OF INTEREST NOTIFICATION**

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

**CLOSED SESSION**

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

1. Conference with Labor Negotiator

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

SCMPEA (Suisun City Management and Professional Employees' Association);

SCPOA (Suisun City Police Officers Association).

2. Conference with Legal Counsel - Existing Litigation

Name of case: Louisa Pickering and Michael Pickering (Plaintiffs) v. City of Suisun City (Defendants), et al - Case # FCS055707

3. Conference with Legal Counsel - Significant Exposure to Litigation (1 potential case)

Pursuant to Government Code Section 54956.9(d)(2)

**CONVENE OPEN SESSION**

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

**ADJOURNMENT**

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

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

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of February 2, 2021 was posted and available for review, in compliance with the Brown Act.

CITY COUNCIL  
Lori Wilson, Mayor  
Wanda Williams, Mayor Pro-Tem  
Jane Day  
Alma Hernandez  
Michael J. Hudson



CITY COUNCIL MEETING

First and Third Tuesday  
Every Month

## A G E N D A

### REGULAR MEETING OF THE SUISUN CITY COUNCIL

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

**AND HOUSING AUTHORITY**

**TUESDAY, FEBRUARY 2, 2021**

**6:30 P.M.**

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

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*MEETING ID: **824 3597 9003***

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(Next Ord. No. – 781)

(Next City Council Res. No. 2021 – 09)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 01)

(Next Housing Authority Res. No. HA2021 – 01)

## **ROLL CALL**

Council / Board Members

Pledge of Allegiance

Invocation

## **PUBLIC COMMENT**

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## **CONFLICT OF INTEREST NOTIFICATION**

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

1. COVID-19 Update – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
2. Direction Provided to Staff at Homeless Encampment Workshop – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
3. Landscaping Lighting District Update – (Dum: [adum@suisun.com](mailto:adum@suisun.com)).

## **PRESENTATIONS/APPOINTMENTS**

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

## **CONSENT CALENDAR**

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

### **City Council**

4. Council Adoption of Resolution 2021-\_\_\_: Amending the Economic Pandemic Impact Citizen’s Advisory Committee Membership – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
5. Council Adoption of Resolution 2021-\_\_\_: Approve and allocate the revised Police Support Services Manager Job Classification, eliminate the Police Dispatch and Records Supervisor allocation, and reclassify the incumbent to the Police Support Services Manager job classification – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
6. Council Adoption of Resolution 2021-\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City’s Behalf with AECOM Technical Services Inc. to Prepare an Environmental Impact Report for the Highway 12 Logistics Center Project – (Kearns: [jkearns@suisun.com](mailto:jkearns@suisun.com)).
7. Council Adoption of Resolution 2021-\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City’s Behalf with David Wade and Associates to



Process the Development Application for the Highway 12 Logistics Center Project – (Kearns: [jkearns@suisun.com](mailto:jkearns@suisun.com)).

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

8. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on December 8, 2020, December 15, 2020, and December 22, 2020 – (Skinner: [askinner@suisun.com](mailto:askinner@suisun.com)).

**PUBLIC HEARINGS:**

9. Consideration of Interim Urgency Ordinance No.\_\_\_\_; Establishing a Moratorium on Heavy Equipment Storage and/or Rental Facilities:
- a. Council Adoption of Ordinance No. \_\_\_\_: An Interim Urgency Ordinance of the City of Suisun City Establishing a Temporary 45-Day moratorium Prohibiting Heavy Equipment Storage and/or Rental Facilities and Related Uses and the Establishment, Expansion, or Modification of the Same in the City of Suisun City – (Kearns: [jkearns@suisun.com](mailto:jkearns@suisun.com)).

**GENERAL BUSINESS**

City Council

10. Elected Official Compensation and Benefits:
- a. Discuss and provide direction to staff regarding Budget Ad Hoc Committee recommendations on elected official compensation and benefits – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
11. Council Adoption of Resolution 2021-\_\_\_\_: Authorizing the City Manager to execute the First Amendment of the Public/Private Partnership (PPP) Agreement for ALS First Responder Emergency Services by and among the Cities of Fairfield, Benicia, Dixon, Vallejo, Suisun City (Member Cities) and Medica Ambulance Service, Inc. – (Vincent: [jvincent@suisun.com](mailto:jvincent@suisun.com)).

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

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

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I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of February 2, 2021 was posted and available for review, in compliance with the Brown Act.

## AGENDA TRANSMITTAL

**MEETING DATE:** February 2, 2021

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2021-\_\_\_: Amending the Economic Pandemic Impact Citizen’s Advisory Committee Membership.

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**FISCAL IMPACT:** There is no fiscal impact to changing the membership.

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**STRATEGIC PLAN IMPACT:** Develop Sustainable Economy. Provide Good Governance. Ensure Fiscal Solvency.

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**BACKGROUND:** The City Council on February 5, 2019 endorsed the creation of Citizen’s Advisory Committees. As provided for in the Background section of the February 5, 2019 Staff Report, the creation of the Committees was one more step towards establishing an organizational culture that champions civic engagement in Suisun City by the current City Council. On February 19, 2019, the City Council established the Environment & Climate, Public Safety & Emergency Management, and Lighting & Landscape. On May 5, 2020 the Council approved the establishment of the Economic Pandemic Impact Citizen’s Advisory Committee (EPIC).

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**STAFF REPORT:** The COVID-19 pandemic and the resulting Health Orders have had a significant impact on the fiscal health of both the City and local businesses. Local businesses are the backbone of Suisun City’s economy and a source of fiscal strength. The purpose of this committee is to discuss best practices in jumpstarting our economy in a safe and healthy way, ensure our businesses have the support they need to reopen, and identify ways to expand businesses or services in our City.

The EPIC Committee met multiple times in 2020 and several recommendations of the committee were implemented to assist businesses. The Mayor has requested that membership on the committee be amended to include a representative of the Napa-Solano Labor Council/Napa-Solano Building Trades Council as a stakeholder member.

The structure of EPIC will mirror the existing Citizen’s Advisory Committees. Membership will be for one-year, confirmed by the full Council, and determined as follows:

- A. Total Membership: 18 members, 16 appointed by the Mayor and City Council with full voting rights, 2 non-appointed with no voting rights consisting of the Mayor and City Manager, as Chair and Vice Chair respectively.
  - a. At-Large Members: 5 members appointed by a member of the Council. These members should have expertise or experience which would add value to the discussion of economic recovery for Suisun City.
  - b. Stakeholder Members: 11 members appointed by the Mayor in consultation with the City Manager representing economic stakeholders in our community.

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**PREPARED/REVIEWED/APPROVED BY:**

Greg Folsom, City Manager

- i. 4 members. Small and large businesses of any type locating within city limits. Size of businesses is defined by number of employees - small is 15 or fewer employees and large is more than 15 employees. The desire is to have 50% representation of each but is flexible depending on the nominations.
- ii. 1 member. Non-profit organization located within city limits.
- iii. 1 member. Locally owned Restaurant located within city limits.
- iv. 1 member. Business member of the Downtown Waterfront Business Improvement District.
- v. 3 members. A board member from the Fairfield-Suisun Chamber of Commerce, the Solano County Black Chamber of Commerce, and the Solano Hispanic Chamber of Commerce.
- vi. 1 member. Representative of the Napa-Solano Labor Council/Napa-Solano Building Trades Council.

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**RECOMMENDATION:** Council Adoption of Resolution No. 2021-\_\_: Amending the Economic Pandemic Impact Citizen's Advisory Committee Membership.

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**ATTACHMENTS:**

- 1. Resolution No. 2021 - \_\_: Amending the Economic Pandemic Impact Citizen's Advisory Committee Membership.

**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE CITY COUNCIL AMENDING AN ECONOMIC  
PANDEMIC IMPACT CITIZEN'S ADVISORY COMMITTEE**

**WHEREAS**, on February 5, 2019, the City Council endorsed the formation of Citizen's Advisory Committees, establishing an organizational culture that champions civic engagement in Suisun City by the current City Council; and

**WHEREAS**, on May 5, 2020 the City Council approved the establishment of the Economic Pandemic Impact Citizen's Advisory Committee (EPIC); and

**WHEREAS**, the City Council desires to amend the membership on the committee include a representative of the Napa-Solano Labor Council/Napa-Solano Building Trades Council as a stakeholder member; and

**NOW THEREFORE BE IT RESOLVED**, that the membership of the Economic Pandemic Impact Citizen's Advisory Committee will mirror the existing Citizen's Advisory Committees. Membership will be for one-year, confirmed by the full Council, and determined as follows:

- A. **Total Membership:** ~~47~~ **18** members, ~~45~~ **16** appointed by the Mayor and City Council with full voting rights, 2 non-appointed with no voting rights consisting of the Mayor and City Manager, as Chair and Vice Chair respectively.
- a. At-Large Members: 5 members appointed by a member of the Council. These members should have expertise or experience which would add value to the discussion of economic recovery for Suisun City.
  - b. Stakeholder Members: ~~40~~ **11** members appointed by the Mayor in consultation with the City Manager representing economic stakeholders in our community.
    - i. 4 members. Small and large businesses of any type locating within city limits. Size of businesses is defined by number of employees - small is 15 or fewer employees and large is more than 15 employees. The desire is to have 50% representation of each but is flexible depending on the nominations.
    - ii. 1 member. Non-profit organization located within city limits.
    - iii. 1 member. Locally owned Restaurant located within city limits.
    - iv. 1 member. Business member of the Downtown Waterfront Business Improvement District.
    - v. 3 members. A board member from the Fairfield-Suisun Chamber of Commerce, the Solano County Black Chamber of Commerce, and the Solano Hispanic Chamber of Commerce.
    - vi. **1 member. Representative of the Napa-Solano Labor Council/Napa-Solano Building Trades Council.**

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of  
Suisun City duly held on Tuesday, the 2<sup>nd</sup> day of February 2021, by the following vote:

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

**WITNESS** my hand and the seal of said City this 2<sup>nd</sup> day of February 2021.

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

## AGENDA TRANSMITTAL

**MEETING DATE:** February 02, 2021

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2021-\_\_: Approve and allocate the revised Police Support Services Manager Job Classification, eliminate the Police Dispatch and Records Supervisor allocation, and reclassify the incumbent to the Police Support Services Manager job classification.

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**FISCAL IMPACT:** For FY 2020-21, the estimated maximum annualized cost to change the allocation of Police Dispatch and Records Supervisor to Police Support Services Manager is \$26,484 increase with comparison of the highest steps in the salary range. At this time, no additional budget is requested as the cost of the Police Support Services Manager can be absorbed within the current budget.

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**STRATEGIC PLAN IMPACT:**

Ensure Public Safety:

- Section 3.1 – Establish an acceptable staffing level for police and fire services to maintain public safety and identify funding mechanisms.

Provide Good Governance:

- Section 4.7 – Improve productivity, efficiency, effectiveness, customer service and citizen satisfaction in all areas of the municipal organization.
- Section 4.8 – Continuously improve the City's governance process.

Ensure Fiscal Solvency:

- Section 5.2 – Leverage existing resources appropriately.
- 

**BACKGROUND:** Currently, the City has allocated the classification of Police Dispatch and Records Supervisor to perform supervision of dispatch and records staff functions for the City. Since 2017, the incumbent has been assuming additional duties. The City requested a classification study to determine if the incumbent was working within the correct classification. The incumbent's duties include police, fire, and medical dispatch in addition to managing police records, public records act requests and retention requirements. The incumbent works closely with the Police Chief and Commanders to establish systems, policies, procedures, and functions that impact the entire police department, as well as other city departments and regional public safety partners. The result of the classification study indicated the incumbent has been working outside of her classification and recommended the incumbent be reclassified to the Police Support Services Manager.

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**STAFF REPORT:** The City Manager evaluated the class study report and determined it would be beneficial to the City to restructure the allocations within the Police Department. Adding the allocation of the Police Support Services Manager reflects the duties performed by the incumbent

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**PREPARED BY:**

**REVIEWED & APPROVED BY:**

5

Michelle Pellegrino, Sr. HR Consultant  
Greg Folsom, City Manager



and also enables the department to build the structure needed to comply with state guidelines and reduce potential liabilities. To achieve this goal, it is proposed to eliminate the Police Dispatch and Records Supervisor allocation and add the Police Support Services Manager allocation. The recommended revised classification specification for the Police Support Services Manager classification is attached to the resolution for Council consideration. No change is recommended to the City's existing salary resolution for the Police Support Services Manager classification at this time.

Due to the nature of the work performed, the Police Support Services Manager classification is FLSA exempt. The position continues to be represented by the Suisun City Management & Professional Employees' Association (SCMPEA).

To implement the proposed change, the attached resolution is before the Council to:

- Adopt the revised Police Support Services Manager classification to the City Classification Plan.
- Add the Police Support Services Manager allocation to the following department operating budget:
  - 2320 Police Support Services (1.0 FTE)
- Reclassify the incumbent to the Police Support Services Manager classification
- Delete the Police Dispatch and Records Supervisor from the following department operating budget:
  - 2320 Police Support Services (1.0 FTE)

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**RECOMMENDATION:** It is recommended that the City Council:

1. Adopt Resolution No. 2021-\_\_: Approve and allocate the revised Police Support Services Manager Job Classification, eliminate the Police Dispatch and Records Supervisor allocation, and reclassify the incumbent to the Police Support Services Manager job classification.
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**ATTACHMENTS:**

1. Resolution No. 2021-\_\_: Approve and allocate the revised Police Support Services Manager Job Classification, eliminate the Police Dispatch and Records Supervisor allocation, and reclassify the incumbent to the Police Support Services Manager job classification.
  - A. Classification Specification – Proposed Update Edits Shown
  - B. Classification Specification – Proposed Update
2. Professional/Technical Salary Schedule

**RESOLUTION NO. 2021-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY TO  
APPROVE AND ALLOCATE THE REVISED POLICE SUPPORT SERVICES  
MANAGER JOB CLASSIFICATION, ELIMINATE THE POLICE DISPATCH AND  
RECORDS SUPERVISOR ALLOCATION, AND RECLASSIFY THE INCUMBENT  
TO THE POLICE SUPPORT SERVICES MANAGER JOB CLASSIFICATION**

**WHEREAS**, Suisun City Code Chapter 2.40 establishes a Personnel System that includes Classifications to group positions with similar duties and responsibilities into categories, and Pay Ranges within a Compensation Plan to establish appropriate compensation for the various Classes; and

**WHEREAS**, the authority to approve new job classifications, establish Pay Ranges for each Classification and approve placement of new Classifications in appropriate bargaining units each by resolution is the purview of the City Council; and

**WHEREAS**, the City Manager is designated as the Personnel Officer with the responsibility to prepare, maintain and propose revisions to the Classification Plan and a Compensation Plan to be effective upon approval by the City Council; and

**WHEREAS**, the City Manager has requested the revision of the Job Classification of Police Support Services Manager to update the duties; and

**WHEREAS**, the estimated annualized cost to change the allocation of Police Dispatch and Records Supervisor to Police Support Services Manager can be absorbed within the current budget.

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

- The revised job Classification of Police Support Services Manager is adopted and is added to the City Classification Plan.
- The Police Support Services Manager is reallocated to the following department operating budgets:
  - 2320 Police Support Services (1.0 FTE)
- The Police Dispatch and Records Supervisor is deleted from the following department operating budgets:
  - 2320 Police Support Services (1.0 FTE)
- The City Council authorizes the City Manager to reclassify the incumbent from the Police Dispatch and Records Supervisor classification to the Police Support Services Manager classification and adopt the updated Police Support Services Manager classification specification.

This Resolution shall take effect upon adoption.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of  
Suisun City duly held on Tuesday, the 2<sup>nd</sup> day of February 2021, by the following vote:

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

**WITNESS** my hand and the seal of said City this 2<sup>nd</sup> day of February 2021.

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

CITY OF SUISUN CITY

**POLICE SUPPORT SERVICES MANAGER**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

**SUMMARY DESCRIPTION**

Under the general direction of the Chief of Police, supervises and coordinates assigned non-sworn support services within the Police Department including dispatch, records, property/evidence, ~~code enforcement, youth services, and volunteer clerical support programs,~~ services, and operations; supervises, assigns, reviews, and participates in the work of staff responsible for providing assigned non-sworn Police Department support services and activities; ensures work quality and adherence to established policies and procedures; and performs the more technical and complex tasks relative to assigned area of responsibility.

**IDENTIFYING CHARACTERISTICS**

The Police Support Services Manager is considered a manager level with responsibility for planning, coordinating, and implementing assigned non-sworn support services within the Police Department. Positions in this class contribute to the overall management of the assigned support services by participating in the development of policies and procedures, developing and implementing program goals and objectives while providing conformance to overall departmental goals and objectives, and participating in the development and monitoring of budgets. Positions in this class exercise considerable discretion and independence in coordinating assigned activities and programs.

**REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Coordinates the organization, staffing, and operational activities for assigned non-sworn Police Department support services including dispatch, records, property/evidence, ~~code enforcement, youth services, crime prevention, Police vehicle fleet management, and volunteer programs,~~ services, and operations.
2. Participates in the development and implementation of goals, objectives, policies, and priorities for providing assigned support services; recommends, develops, and administers policies and procedures ~~to assigned staff and departmental personnel.~~
3. Identifies opportunities for improving service delivery methods and procedures; identifies resource needs; reviews with appropriate management staff; implements improvements.
4. Directs, coordinates, and reviews the work plan for assigned services and activities; assigns work tasks, activities, and projects to staff; monitors work flow and work activities; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
5. Selects, trains, motivates, and evaluates assigned staff and volunteers; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
6. Participates in the development and administration of assigned program budget; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; recommends adjustments as necessary.

CITY OF SUISUN CITY  
Police Support Services Manager (*Continued*)

- ~~7. Acts as Custodian of Records for the Department which entails acceptance and response to subpoenas for release of records. Testify to departmental records in Court as requested. Accepts and responds to subpoenas for release of records.~~
8. Oversees the Department's automated records management system including, but not limited to, reviewing reports and data entry for completeness and accuracy.
- ~~7.9.~~ Oversees the Police Department's dispatch function; oversees and participates in the preparation of monthly dispatch schedule; assists in developing and implementing new and revised policies and procedures.
- ~~8.10.~~ Oversees and participates in the receipt, processing, logging, securing, and storage of property and evidence items recovered by or submitted to the Police Department; ensures security of evidence and property and the maintenance of chain of custody for evidence; coordinates the lawful disposition of adjudicated materials; responds to evidence issues and ensures Department's compliance with pertinent laws.
11. Oversees building maintenance related issues for the public safety building including equipment maintenance; verifies all equipment is working efficiently including phones, computers, and office machines; orders and maintains necessary supplies including forms and citations.
12. Maintains and develops departmental forms including ordering, restocking, and numbering control.
13. Creates and maintains specialized and technical reports for the Department and other City Departments as needed, via a wide range of computer systems and databases at the Department; compiles fiscal, statistical and administrative reports on a regular basis or as requested.
14. Acts as System Administrator for Departmental automated systems and programs including user maintenance, data maintenance, troubleshooting, policy development and response to access issues; Project Manager for procurement of new automated systems for the Department.
15. Acts as Grant Manager and Coordinator for the Police Department.
16. Completes Live Scan fingerprinting and acts as DOJ Liaison for the City for live scan records pertaining to employees.
- ~~9.17.~~ Acts as agency CLETS Coordinator and liaison to CLETS and DOJ for access issues and annual compliance audits. Conducts routine departmental audits to ensure compliance and adherence to strict DOJ requirements for access and maintenance of systems.
- ~~10. Maintains and reviews records related to assigned programs, services, and activities; prepares and submits a variety of reports and memoranda on related subjects; manages various grants awarded to the department.~~
- ~~11.18.~~ Coordinates assigned Police Department non-sworn support services and activities with those of other programs, divisions, and outside agencies and organizations.
- ~~12.19.~~ Maintains regular attendance of professional meetings both internally and with external agencies and departments to ensure the Department is involved and aware of new laws, changes, and required procedural adjustments.
- ~~13.20.~~ Participates in Departmental interviews and hiring process to include hiring recommendations and job offers to dispatch personnel.

CITY OF SUISUN CITY  
Police Support Services Manager (*Continued*)

- ~~14.21.~~ Acts a Fire Department liaison for dispatch related responsibilities, processes, and training; creates and implements fire dispatching policies and procedures compliant with ISO standards.
- ~~15.22.~~ Handles citizen complaints for dispatch and departmental personnel as they arise; explains departmental processes and procedures to encourage a positive outcome in respect to citizen inquiries.
- ~~16.23.~~ Assists with the management of parking and mechanical violation for the Department and multiple outside agencies to include transmittal of citations and processing of invoices and payments to various entities.
- ~~17.24.~~ Manages the Departments false alarm program to include the entry of permits, dissemination of violations and collection of payments.
- ~~18. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of police support services.~~
- ~~19.25.~~ Performs related duties as required.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

Operational characteristics, services, and activities of a non-sworn police support services program including those related to dispatch, records, property/evidence, code enforcement, and volunteer clerical support programs, services, and operations.

Principles of municipal budget preparation and control.

Principles of supervision, training, and performance evaluation.

Procedures, methods, and techniques of police non-sworn support services program development, implementation, and administration.

Operational characteristics of modern public safety telecommunications equipment including computer aided dispatch systems and multi-channel radio systems.

Law enforcement and emergency service procedures for responding to and handling reported incidents.

Principles and practices of property and evidence handling, recording, storage, and release.

Law enforcement records management principles, procedures, techniques, and equipment.

Principles and practices used in processing and maintaining law enforcement reports and records.

Principles and practices of fiscal, statistical, and administrative research and report preparation.

Functions of the Police Department and other City Departments.

Geographic features and locations within the area served.

English usage, spelling, grammar, and punctuation.

Modern office methods, procedures, and equipment including specialized public safety computer systems and applications and other word processing and spreadsheet applications.

Criminal justice information systems, system networks, and services including functions and relationships of agencies involved in the criminal justice system.

Pertinent federal, state, and local laws, codes, and regulations and department rules, policies, and procedures.

Customer service principles and practices.

**Ability to:**

CITY OF SUISUN CITY  
Police Support Services Manager (Continued)

Develop, plan, and implement varied non-sworn police support services including those related to dispatch, records, property/evidence, code enforcement, and volunteer clerical support programs, services, and operations.

Select, train, and evaluate staff.

Supervise, direct, and coordinate the work of lower level staff.

Identify methods to maximize service effectiveness and efficiency.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Interpret and apply the policies, procedures, laws, and regulations pertaining to assigned programs and functions.

Participate in the preparation and administration of assigned budget.

Interpret, apply, and explain applicable federal, state and local policies, procedures, laws, codes and regulations including police records retention and dissemination policies and procedures.

A ability to perform all functions and duties of a Public Safety Dispatcher and Records Technician and

mMaintain a current knowledge of principles, practices, and procedures related to all areas of assignment including dispatch, records, property/evidence, code enforcement, youth services, crime prevention, and volunteer clerical support programs, services, and operations.

Work independently and use good judgment in administering the assigned non-sworn Police Department support services.

Work tactfully and courteously with others in answering questions, disseminating information and ~~providing assistance to~~ helping others.

Oversee and participate in receiving, processing, storing, documenting, releasing and/or disposing of various evidence and/or property.

Compile, maintain, process and prepare a variety of records and reports including statistical records and reports.

Evaluate emergency situations and make split-second decisions regarding the type of response appropriate for the circumstances.

Effectively communicate and elicit information from upset and irate callers.

Make independent decisions that affect the safety of public safety personnel, citizens, and property, such as those involved in determining the urgency of requests received and the appropriate action to take.

Work under pressure, exercise good judgment, and make sound decisions in emergency situations.

Respond to and resolve difficult and sensitive citizen inquiries and complaints.

Operate a variety of telecommunications receiving and transmitting equipment including radio transmitting communication equipment, teletype equipment, and computer equipment.

Operate office equipment including specialized public safety computer systems to access and maintain data.

Read and interpret maps and other navigational resources and give directions.

Type and enter data accurately at a speed necessary for successful job performance.

Perform a variety of specialized office support and clerical duties in support of the Police Department.

Exercise good judgment in maintaining critical and sensitive information, records, and reports.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

**Education and Experience Guidelines** - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**Education/Training:**

A Bachelor's degree ~~from an accredited college or university with major course work~~ in public administration, law enforcement, or related field from an accredited college or university. ~~Additional specialized training in law enforcement, criminal justice, or a related field is desirable.~~



CITY OF SUISUN CITY  
Police Support Services Manager (*Continued*)

**Experience:**

Four years of increasingly responsible experience in police dispatching, records preparation, processing, maintenance, and dissemination including administrative and/or lead supervisory experience.

**License or Certificate:**

Possession of an appropriate driver's license.

Possession of a P.O.S.T. Basic Dispatch certificate.

Possession of a P.O.S.T. Basic Records certificate

Possession of a P.O.S.T. Records Supervisor certificate.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings. Incumbents may also be called in for local emergencies at irregular hours.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

**Vision:** See in the normal visual range with or without correction.

**Hearing:** Hear in the normal audio range with or without correction.

October, 2006  
Johnson & Associates

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CITY OF SUISUN CITY

**POLICE SUPPORT SERVICES MANAGER**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**SUMMARY DESCRIPTION**

Under the general direction of the Chief of Police, supervises and coordinates assigned non-sworn support services within the Police Department including dispatch, records, property/evidence, services, and operations; supervises, assigns, reviews, and participates in the work of staff responsible for providing assigned non-sworn Police Department support services and activities; ensures work quality and adherence to established policies and procedures; and performs the more technical and complex tasks relative to assigned area of responsibility.

**IDENTIFYING CHARACTERISTICS**

The Police Support Services Manager is considered a manager level with responsibility for planning, coordinating, and implementing assigned non-sworn support services within the Police Department. Positions in this class contribute to the overall management of the assigned support services by participating in the development of policies and procedures, developing and implementing program goals and objectives while providing conformance to overall departmental goals and objectives, and participating in the development and monitoring of budgets. Positions in this class exercise considerable discretion and independence in coordinating assigned activities and programs.

**REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Coordinates the organization, staffing, and operational activities for assigned non-sworn Police Department support services including dispatch, records, property/evidence, services, and operations.
2. Participates in the development and implementation of goals, objectives, policies, and priorities for providing assigned support services; recommends, develops, and administers policies and procedures to assigned staff and departmental personnel.
3. Identifies opportunities for improving service delivery methods and procedures; identifies resource needs; reviews with appropriate management staff; implements improvements.
4. Directs, coordinates, and reviews the work plan for assigned services and activities; assigns work tasks, activities, and projects to staff; monitors work flow and work activities; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
5. Selects, trains, motivates, and evaluates assigned staff and volunteers; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
6. Participates in the development and administration of assigned program budget; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; recommends adjustments as necessary.

**CITY OF SUISUN CITY**  
**Police Support Services Manager (Continued)**

7. Acts as Custodian of Records for the Department which entails acceptance and response to subpoenas for release of records. Testify to departmental records in Court as requested.
8. Oversees the Department's automated records management system including, but not limited to, reviewing reports and data entry for completeness and accuracy.
9. Oversees the Police Department's dispatch function; oversees and participates in the preparation of monthly dispatch schedule; assists in developing and implementing new and revised policies and procedures.
10. Oversees and participates in the receipt, processing, logging, securing, and storage of property and evidence items recovered by or submitted to the Police Department; ensures security of evidence and property and the maintenance of chain of custody for evidence; coordinates the lawful disposition of adjudicated materials; responds to evidence issues and ensures Department's compliance with pertinent laws.
11. Oversees building maintenance related issues for the public safety building including equipment maintenance; verifies all equipment is working efficiently including phones, computers, and office machines; orders and maintains necessary supplies including forms and citations.
12. Maintains and develops departmental forms including ordering, restocking, and numbering control.
13. Creates and maintains specialized and technical reports for the Department and other City Departments as needed, via a wide range of computer systems and databases at the Department; compiles fiscal, statistical and administrative reports on a regular basis or as requested.
14. Acts as System Administrator for Departmental automated systems and programs including user maintenance, data maintenance, troubleshooting, policy development and response to access issues; Project Manager for procurement of new automated systems for the Department.
15. Acts as Grant Manager and Coordinator for the Police Department.
16. Completes Live Scan fingerprinting and acts as DOJ Liaison for the City for live scan records pertaining to employees.
17. Acts as agency CLETS Coordinator and liaison to CLETS and DOJ for access issues and annual compliance audits. Conducts routine departmental audits to ensure compliance and adherence to strict DOJ requirements for access and maintenance of systems.
18. Coordinates assigned Police Department non-sworn support services and activities with those of other programs, divisions, and outside agencies and organizations.
19. Maintains regular attendance of professional meetings both internally and with external agencies and departments to ensure the Department is involved and aware of new laws, changes, and required procedural adjustments.
20. Participates in Departmental interviews and hiring process to include hiring recommendations and job offers to dispatch personnel.
21. Acts a Fire Department liaison for dispatch related responsibilities, processes, and training; creates and implements fire dispatching policies and procedures compliant with ISO standards.

**CITY OF SUISUN CITY**  
**Police Support Services Manager (Continued)**

22. Handles citizen complaints for dispatch and departmental personnel as they arise; explains departmental processes and procedures to encourage a positive outcome in respect to citizen inquiries.
23. Assists with the management of parking and mechanical violation for the Department and multiple outside agencies to include transmittal of citations and processing of invoices and payments to various entities.
24. Manages the Departments false alarm program to include the entry of permits, dissemination of violations and collection of payments.
25. Performs related duties as required.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

Operational characteristics, services, and activities of a non-sworn police support services program including those related to dispatch, records, property/evidence, code enforcement, and volunteer clerical support programs, services, and operations.  
Principles of municipal budget preparation and control.  
Principles of supervision, training, and performance evaluation.  
Procedures, methods, and techniques of police non-sworn support services program development, implementation, and administration.  
Operational characteristics of modern public safety telecommunications equipment including computer aided dispatch systems and multi-channel radio systems.  
Law enforcement and emergency service procedures for responding to and handling reported incidents.  
Principles and practices of property and evidence handling, recording, storage, and release.  
Law enforcement records management principles, procedures, techniques, and equipment.  
Principles and practices used in processing and maintaining law enforcement reports and records.  
Principles and practices of fiscal, statistical, and administrative research and report preparation.  
Functions of the Police Department and other City Departments.  
Geographic features and locations within the area served.  
English usage, spelling, grammar, and punctuation.  
Modern office methods, procedures, and equipment including specialized public safety computer systems and applications and other word processing and spreadsheet applications.  
Criminal justice information systems, system networks, and services including functions and relationships of agencies involved in the criminal justice system.  
Pertinent federal, state, and local laws, codes, and regulations and department rules, policies, and procedures.  
Customer service principles and practices.

**Ability to:**

Develop, plan, and implement varied non-sworn police support services including those related to dispatch, records, property/evidence, code enforcement, and volunteer clerical support programs, services, and operations.  
Select, train, and evaluate staff.  
Supervise, direct, and coordinate the work of lower level staff.  
Identify methods to maximize service effectiveness and efficiency.  
Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

**CITY OF SUISUN CITY**  
**Police Support Services Manager (Continued)**

Interpret and apply the policies, procedures, laws, and regulations pertaining to assigned programs and functions.

Participate in the preparation and administration of assigned budget.

Interpret, apply, and explain applicable federal, state and local policies, procedures, laws, codes and regulations including police records retention and dissemination policies and procedures.

A ability to perform all functions and duties of a Public Safety Dispatcher and Records Technician and maintain a current knowledge of principles, practices, and procedures related to all areas of assignment including dispatch, records, property/evidence, code enforcement, youth services, crime prevention, and volunteer clerical support programs, services, and operations.

Work independently and use good judgment in administering the assigned non-sworn Police Department support services.

Work tactfully and courteously with others in answering questions, disseminating information and helping others.

Oversee and participate in receiving, processing, storing, documenting, releasing and/or disposing of various evidence and/or property.

Compile, maintain, process and prepare a variety of records and reports including statistical records and reports.

Evaluate emergency situations and make split-second decisions regarding the type of response appropriate for the circumstances.

Effectively communicate and elicit information from upset and irate callers.

Make independent decisions that affect the safety of public safety personnel, citizens, and property, such as those involved in determining the urgency of requests received and the appropriate action to take.

Work under pressure, exercise good judgment, and make sound decisions in emergency situations.

Respond to and resolve difficult and sensitive citizen inquiries and complaints.

Operate a variety of telecommunications receiving and transmitting equipment including radio transmitting communication equipment, teletype equipment, and computer equipment.

Operate office equipment including specialized public safety computer systems to access and maintain data.

Read and interpret maps and other navigational resources and give directions.

Type and enter data accurately at a speed necessary for successful job performance.

Perform a variety of specialized office support and clerical duties in support of the Police Department.

Exercise good judgment in maintaining critical and sensitive information, records, and reports.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

**Education and Experience Guidelines** - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

A Bachelor's degree in public administration, law enforcement, or related field from an accredited college or university.

**Experience:**

Four years of increasingly responsible experience in police dispatching, records preparation, processing, maintenance, and dissemination including administrative and/or lead supervisory experience.

**License or Certificate:**

Possession of an appropriate driver's license.

Possession of a P.O.S.T. Basic Dispatch certificate.

CITY OF SUISUN CITY  
Police Support Services Manager (*Continued*)

Possession of a P.O.S.T. Basic Records certificate

Possession of a P.O.S.T. Records Supervisor certificate.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings. Incumbents may also be called in for local emergencies at irregular hours.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

**Vision:** See in the normal visual range with or without correction.

**Hearing:** Hear in the normal audio range with or without correction.



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**Section No. 3: Professional/Technical Salary Schedule**

Job Class	Effective Date	Range	Starting		Ending	
			Monthly	Hourly	Ending	Hourly
<b>City Engineer*</b>	12/27/19	267	\$ 7,842	\$ 45.24	\$ 10,586	\$ 61.07
Police Commander*	12/27/19	255	\$ 7,819	\$ 45.11	\$ 10,555	\$ 60.90
<b>Fire Division Chief*</b>	12/27/19	237	\$ 7,168	\$ 41.35	\$ 9,677	\$ 55.83
<b>Public Works Superintendent*</b>	12/27/19	265	\$ 7,116	\$ 41.05	\$ 9,606	\$ 55.42
Financial Services Manager*	12/27/19	225	\$ 6,534	\$ 37.69	\$ 8,820	\$ 50.89
Accounting Services Manager*	12/27/19	207	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
<b>Assistant/Associate Engineer- Associate*</b>	12/27/19	221	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
Building Inspection Services Manager*	12/27/19	216	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
IT Services Manager*	12/27/19	276	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
Police Support Services Manager*	12/27/19	270	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
<b>Fire Captain (2,912 annual hours)</b>	12/27/19	202	\$ 6,021	\$ 24.16	\$ 8,128	\$ 32.62
Senior Management Analyst*	12/27/19	238	\$ 5,979	\$ 34.49	\$ 8,071	\$ 46.57
Senior Planner*	12/27/19	239	\$ 5,979	\$ 34.49	\$ 8,071	\$ 46.57
<b>Project Manager*</b>	12/27/19	260	\$ 5,707	\$ 32.92	\$ 7,704	\$ 44.45
Senior Accountant*	12/27/19	205	\$ 5,707	\$ 32.92	\$ 7,704	\$ 44.45
Senior Building Inspector*	12/27/19	215	\$ 5,707	\$ 32.92	\$ 7,704	\$ 44.45
Assistant/Associate Engineer-Assistant*	12/27/19	220	\$ 5,700	\$ 32.89	\$ 7,695	\$ 44.39
<b>Assistant/Associate Planner-Associate*</b>	12/27/19	251	\$ 5,435	\$ 31.36	\$ 7,338	\$ 42.33
<b>Management Analyst I/II-II*</b>	12/27/19	236	\$ 5,435	\$ 31.36	\$ 7,338	\$ 42.33
Marina & Waterfront Events Manager*	12/27/19	240	\$ 5,435	\$ 31.36	\$ 7,338	\$ 42.33
<b>Housing Manager*</b>	12/27/19	230	\$ 5,225	\$ 30.15	\$ 7,054	\$ 40.70
Marketing Manager*	12/27/19	245	\$ 4,961	\$ 28.62	\$ 6,698	\$ 38.64
<b>Accountant*</b>	12/27/19	200	\$ 4,941	\$ 28.50	\$ 6,670	\$ 38.48
Assistant/Associate Planner-Assistant*	12/27/19	250	\$ 4,941	\$ 28.50	\$ 6,670	\$ 38.48
Management Analyst I/II-I*	12/27/19	235	\$ 4,941	\$ 28.50	\$ 6,670	\$ 38.48
<b>Dispatch/Records Supervisor*</b>	12/27/19	223	\$ 4,636	\$ 26.74	\$ 6,258	\$ 36.11
<b>Public Works Supervisor*</b>	12/27/19	222	\$ 4,613	\$ 26.62	\$ 6,228	\$ 35.93
<b>Sec to City Mgr/Dep City Clerk*</b>	12/27/19	300	\$ 4,333	\$ 25.00	\$ 5,850	\$ 33.75
<b>Recreation Supervisor*</b>	12/27/19	241	\$ 3,944	\$ 22.75	\$ 5,324	\$ 30.72

**Bold** denotes benchmark class

**\*FLSA Exempt**

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## AGENDA TRANSMITTAL

**MEETING DATE:** February 2, 2021

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2021-\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with AECOM Technical Services Inc. to Prepare an Environmental Impact Report for the Highway 12 Logistics Center Project.

**FISCAL IMPACT:** There would be no impact to the General Fund. The cost for retaining the firm of AECOM Technical Services Inc. to prepare and complete an Environmental Impact Report (EIR) is \$299,730. Staff is requesting a ten percent contingency be added to the contract which would bring the total to \$329,703. This total cost will be fully borne by the developer/applicant.

**STRATEGIC PLAN IMPACT:** Provide Good Governance; Develop Sustainable Economy; Enhance the Environment.

**BACKGROUND:** In 2020, the City received a development application for the Highway 12 Logistics Center Project. The project as submitted would consist of approximately 1.25 million square feet of high-cube industrial development within the City's western Sphere of Influence which is west of the Downtown Suisun City and east of LedgeWood Creek. Due to prior proposed projects and reports specific to this property is already known that an Environmental Impact Report (EIR) will be required. For this reason, the City circulated a Request for Proposals (RFP) in which six proposals were received:

- First Carbon Solutions.
- AECOM Technical Services Inc.
- Raney Planning and Management.
- Rincon Consultants Inc.
- Analytical Environmental Services.
- Urban Planning Partners.

Staff then reviewed each proposal and determined AECOM had prepared the most comprehensive proposal and thus should be moved forward as the recommended consultant.

**STAFF REPORT:** Below is a listing of the proposed services that AECOM will be providing as a part of this contract. Details to each of the tasks can be found in Attachment 2 of this staff report, but below are some of the key tasks that staff identified:

- Project Initiation.
- Notice of Preparation and Scoping Meeting.
- Prepare Administrative Draft of the EIR.

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

John Kearns, Senior Planner  
Greg Folsom, City Manager

- Screencheck and Draft EIR.
- Final EIR and Mitigation, Monitoring, and Report Program.
- CEQA Findings and Statement of Overriding Considerations.
- Public Hearings.
- Notice of Determination.

The time for completion of the project will depend on several factors that are controlled by other stakeholders in the process including applicable environmental agencies. A specific master schedule will be prepared when consultation with the city and other stakeholders is completed. However, the initial schedule approximates a 13 to 15-month process for the EIR.

This contract is for an amount of \$299,730 and authorizes the City Manager to approve up to an additional 10% for contingencies for a grand total of \$329,703.

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**RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2021-\_\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with AECOM Technical Services Inc. to Prepare an Environmental Impact Report for the Highway 12 Logistics Center Project.

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**ATTACHMENTS:**

1. Council Resolution No. 2021-\_\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with AECOM Technical Services Inc. to Prepare an Environmental Impact Report for the Highway 12 Logistics Center Project.
2. Map of Highway 12 Logistics Center
3. AECOM Proposal.

**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT ON THE CITY'S BEHALF WITH  
AECOM TECHNICAL SERVICES INC. TO PREPARE AN ENVIRONMENTAL  
IMPACT REPORT FOR THE HIGHWAY 12 LOGISTICS CENTER PROJECT**

**WHEREAS**, a development application has been received for the Highway 12 Logistics Center Project and requires environmental review consistent with California state law; and

**WHEREAS**, it has been determined that it is necessary to hire a firm to complete the environment document for the project at the full cost of the applicant; and

**WHEREAS**, the City solicited a Request for Proposals (RFP) from environmental firms to complete the work and received six proposals; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City authorizes the City Manager to execute a Professional Services Agreement on the City's behalf with AECOM Technical Services Inc. Prepare an Environmental Impact Report for the Suisun Logistics Center Project in the amount of \$299,730 and authorize the City Manager to approve up to an additional 10% for contingencies for a maximum amount of \$329,703.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 2<sup>nd</sup> day of February 2021 by the following vote:

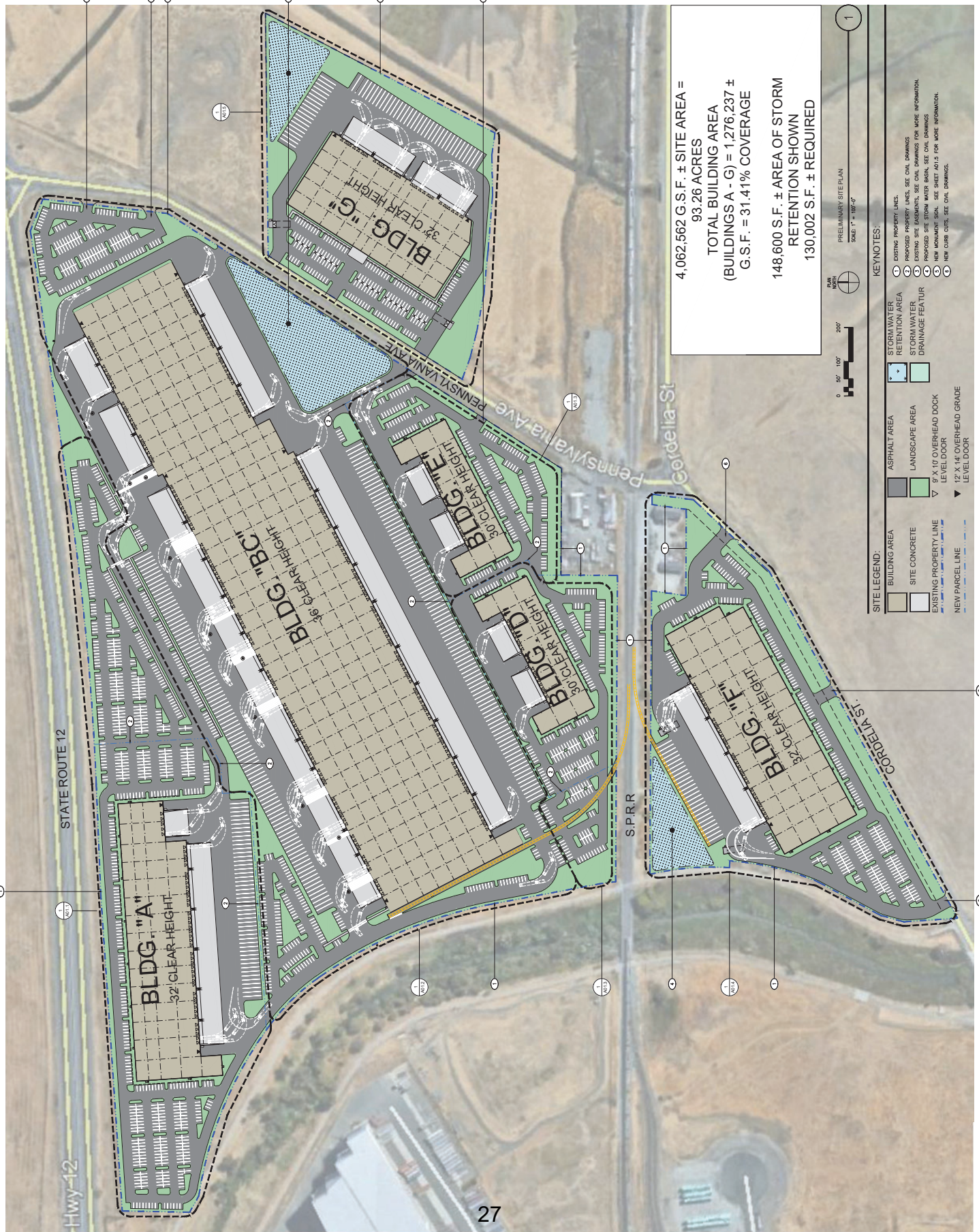
<b>AYES:</b>	Council Members:	_____
<b>NOES:</b>	Council Members:	_____
<b>ABSENT:</b>	Council Members:	_____
<b>ABSTAIN:</b>	Council Members:	_____

**WITNESS** my hand and the seal of said City this 2<sup>nd</sup> day of February 2021.

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

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AECOM Proposal for Preparation of

# **EIR and Project Planning Services for the Highway 12 Logistics Center**



Submitted to  
**City of Suisun City**

January 19, 2021

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January 19, 2021

John Kearns  
Senior Planner  
City of Suisun City Development Services Department  
701 Civic Center Boulevard  
Suisun City, CA 94585

**Subject: AECOM Proposal for the Preparation of an EIR for the Highway 12 Logistics Center**

Dear Mr. Kearns:

Thank you for inviting a proposal from AECOM to assist the City of Suisun (City) with the evaluation of the proposed Highway 12 Logistics Center. We have the combination of municipal planning, environmental impact assessment, and development planning experience and expertise needed to support the City with this project.

AECOM is looking forward to continuing our relationship with the City. As you know, we prepared the Suisun City General Plan Update and Environmental Impact Report (EIR), Zephyr Estates environmental review, Waterfront District Specific Plan and environmental review, along with a draft environmental impact report for the previously proposed Mt. Calvary Baptist Church Mixed-Use Project. While we are proposing to assist the City exclusively with the environmental review portion of this project, we successfully collaborated with a contract project planner for the Mt. Calvary project, and will bring this same high level of service and collaboration for this project, partnering with the City's selected contract planner.

The team we propose to assist the City has also completed other projects in the region for Solano County (County), including the General Plan and EIR, and for the City of Fairfield. For example, we completed the Fairfield Train Station Specific Plan and EIR to guide development and conservation of a 2,970-acre site that had many of the same key issues that must be understood to successfully execute environmental review of the Highway 12 Logistics Center project. Our experience with the City's General Plan and EIR, the County's General Plan and EIR, and with the nearby Fairfield Train Station Specific Plan and EIR provides AECOM a unique perspective on the key issues, appropriate analytical approaches, feasible mitigation strategies, and the most important stakeholders that will have an interest in this project.

Through our extensive work in the City, in this portion of the County, and in nearby portions of Fairfield, we have compiled have a large amount of relevant background information, regulatory information, land use and environmental databases, and environmental analyses. To meet the City's objective to expedite this application, it is critical for the firm leading this EIR to have an in-depth understanding of key environmental issues affecting this project site, as well as the framework for analysis provided by the General Plan and General Plan EIR. AECOM is unique in this respect relative to our expertise and experience.

This proposal highlights our proposed team, qualifications, and approach. Our management team will consist of Matthew Gerken as Project Manager and the City's key point of contact. Matthew will be supported by technical experts with deep experience working on projects for the City, in this part of the County, and preparing California Environmental Quality Act (CEQA) documents for logistics, warehousing, and light industrial projects in and around the Sacramento region and San Francisco Bay Area, as well as projects and plans that integrate natural resource preservation areas.

Our proposed scope of work covers initiating the project, assistance with noticing and consultation, conducting field surveys, developing the project description, preparing the EIR, attending public meetings and hearings, preparing CEQA findings and if necessary, statements of overriding considerations, and supporting the entire EIR process. Given the on-site resources and the scale, we anticipate that this project will generate a relatively high level of interest from regulatory agencies. AECOM's reputation for high-quality environmental analysis and mitigation, our rapport with resource agencies, and our success with complex projects will be helpful. Our high-quality technical work, technical defensibility, and reputation with regulatory agencies can reduce the potential for delay.

AECOM's environmental analysts and planners regularly prepare traffic/transportation impact analyses and related sections of CEQA and National Environmental Policy Act (NEPA) documents. For this proposal, we have incorporated Fehr & Peers, based on recent relevant experience collaborating with AECOM on similar projects, on projects for the City, and on projects in this part of the County.

We have been as concise as possible in outlining our qualifications, understanding of the key issues with this project, and approach to addressing these key issues. Please do not hesitate to call or email if you are curious about an example project that we have summarized, or if you would like additional material describing our project experience. While we have prepared what we believe to be a responsive proposal, we encourage a discussion with the City to ensure that the tasks we have identified match your expectations. Our goal is to have 100 percent concurrence on our scope of services, cost estimate, and schedule estimate, and we will be flexible and creative, if needed, to accomplish this goal.

We are very thankful for, and proud of the partnership we have developed with the City for planning, design, and environmental work. We are confident that we have "gone the extra mile" for the City in several instances on these assignments, and the City can expect the same extraordinary level of service on this project.

Sincerely,



J. Matthew Gerken  
Project Manager/Authorized Signatory  
[matthew.gerken@aecom.com](mailto:matthew.gerken@aecom.com)  
(916) 205-4385

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## Section 1. Overview of Company and Project Team

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AECOM is a leading provider of environmental, planning, engineering, construction, and technical services throughout California and beyond. Recognized as an industry leader in environmental studies, our professionals assist public- and private-sector clients through every phase of project development, including opportunities and constraints analyses, conceptual design, master planning, environmental impact reports (EIRs), permitting, and construction monitoring.

We have over 1,000 employees associated with offices throughout northern California, though this project will be led by staff based out of our Sacramento office. Our staff members are experienced in providing technical studies in compliance with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), Clean Water Act (CWA), Clean Air Act, federal Endangered Species Act (ESA), California Endangered Species Act (CESA), and other environmental regulations.

AECOM's staff in Sacramento includes CEQA specialists, environmental project managers, and a wide variety of technical specialists who support environmental studies. This includes biologists, permitting specialists, archaeologists, geologists, water quality specialists, air quality and greenhouse gas specialists, transportation and water resources planners and engineers, landscape architects, geographic information system (GIS) specialists, public engagement experts, graphic artists, and other support staff.

### Advantages for the City of an Integrated, Multi-Disciplinary Firm

AECOM brings all of the expertise required to complete this EIR for the City of Suisun City (City). This is important for several reasons. For example, with a project of any complexity, it will be important to be able to nimbly shift resources to the critical-path topics without the need for contract amendments. Also, without a comprehensive view, work on related disciplines can very frequently work at cross purposes to one another, rather than providing the synergies that are available through an integrated practice. If a feasibility question comes up related to a potential mitigation strategy, and it has engineering components, we can engage an engineer in our office or place a call that could yield helpful direction. When we integrate across our disciplines, we have found that this enhances the constructability of projects, reduces up-front and ongoing mitigation costs, improves environmental performance, provides streamlining, reduces administrative costs, enhances predictability in the development process, and results in better projects.

### Environmental Analysis

AECOM is one of the most respected environmental consulting firms in California. We have extensive experience throughout the greater Sacramento and San Francisco Bay Areas assessing the potential environmental impacts of projects and preparing environmental documents in compliance with CEQA, NEPA, and other environmental regulations. As mentioned elsewhere in this Proposal, we also have very extensive and relevant experience in Suisun City and throughout Solano County (County).

AECOM has experience preparing EIRs designed for future tiering, as well as experience preparing CEQA documents tiered from other up-tier, program EIRs. We have in-house environmental site assessors, biologists, archaeologists, water supply specialists, air quality and noise analysts, and other environmental scientists and

planners, all of whom are experienced in analyzing potential impacts for both programmatic and project-level analyses and anticipating permitting needs of projects in our environmental analysis and reporting.



*AECOM is familiar with key constraints and resources on and near the Highway 12 Logistics Center site from our work many projects for the City and throughout this portion of Solano County.*

## Biological Resources

The biological resources analysis and mitigation strategy for this project will be among the top issues. AECOM's unparalleled experience and expertise with natural resource issues in the County and in this portion of the County will be invaluable to the success of this environmental compliance process. While we understand the applicant will commission some of the required biological resource studies, our team of restoration ecologists and wetlands scientists with extensive experience in the Suisun Marsh and this part of the County will be of particular value.

AECOM provides a full range of biological resources services to a wide variety to public- and private-sector clients on projects involving sensitive biological resources, including threatened or endangered species, vernal pools, wetlands and other important natural communities. AECOM's expert staff consists of botanists, wildlife and fisheries biologists, regulatory specialists, conservation planners, and GIS analysts who provide impact analysis, peer review, consultations and permitting, policy review and planning, and natural resources management.

Our staff works with our interdisciplinary teams of planners, designers, and environmental analysts to collect and analyze data, provide constraints analysis and planning support, conduct impact analysis, devise conservation planning and permitting strategies, and support projects from their conception through design, analysis, permitting, and construction monitoring. Our biologists routinely work with the research community and agency scientists to provide innovative natural resources solutions based on the best available science.

## Permitting

AECOM approaches environmental services with an eye toward securing relevant regulatory agency permits and approvals, rather than just completing the environmental document, so that the required information is available when it comes time for permitting.

AECOM's team of regulatory and environmental compliance specialists has successfully advised clients on CEQA and NEPA compliance to support project permitting. The team has extensive experience conducting informal and formal consultation and has acquired numerous permits from the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Boards (RWQCB), California Department of Fish and Wildlife (CDFW), San Francisco Bay Conservation and Development Commission (BCDC), U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), and other regulatory agencies. Considering the interactions related to past larger-scale development proposals in the City, our experience and expertise with Clean Water Act permitting, San Francisco Bay Region Water Quality Control Board review, and integrated design, impact assessment, and restoration planning will be helpful for this project.

## Air Quality/Greenhouse Gas Emissions Assessment

AECOM has provided air quality analytical and planning services for clients for several decades. Our northern California offices offer a unique blend of technical expertise in air quality and greenhouse gas (GHG) analysis, with a sophisticated understanding of how these topics factor into CEQA strategies and defensible environmental documentation. The personnel we propose to assist the City have extensive technical experience with emissions inventories, development of emission control strategies, analysis for emission reduction credits, dispersion modeling, health risk assessment, new source review and permit analysis, and development of GHG emissions reduction measures.

In addition to technical air quality and GHG emissions expertise, AECOM offers unmatched qualifications in each of the complementary disciplines. We have economists who specialize in air quality and climate change issues. We have expertise in developing cost estimates for air quality and climate change mitigation programs, and even in building models that optimize upfront and ongoing costs with a variety of environmental benefits from mitigation packages, including reduced emissions of air pollutants and GHGs. We have staff experienced in transportation planning and research related to travel demand and related air pollutant and GHG emissions reduction benefits. We have experience preparing detailed emissions reduction strategies for projects and plans proposing logistics and warehousing uses.

We have experienced CEQA practitioners whose projects were among the first to be subject to quantitative climate change analysis. Our work on climate action planning throughout the region will be relevant and helpful to the GHG emissions analysis and mitigation strategy for this project.

It will be important to consider the approach to our GHG emissions analysis in light of precedent case law for both GHG emissions and air quality. The approaches we use for projects are designed to be consistent with relevant precedent case law, including not only *Sierra Club v. County of Fresno (Friant Ranch)* for air quality, but also *Newhall*, *Friends of Oroville*, the *Citizens for Responsible Equitable Environmental Development (CREED) versus the City of Chula Vista*, and *Sierra Club versus the County of San Diego* in relation to GHG emissions effects. The AECOM we propose to assist the City has extensive experience directing environmental review for high-profile projects with complex air quality and GHG emissions issues.

## Traffic and Transportation Planning and Analysis

AECOM's environmental analysts and planners regularly prepare traffic/transportation impact analyses, alternatives analyses, site access and circulation studies, micro-simulations, traffic management plans, and appropriate sections of CEQA and NEPA documents. AECOM has a full complement of traffic and transportation planners and civil engineers who can serve as a resource for constructability review and impact analyses. This Proposal includes services provided by Fehr & Peers, since AECOM has collaborated so successfully with Fehr & Peers for projects throughout the county, but AECOM also has this expertise in-house should there be a need for peer review or expedited services.

The City's General Plan anticipated a now broader movement to de-emphasize traffic congestion impacts within CEQA analysis. Although traffic congestion is not an impact under CEQA, it is still an important analysis for planning purposes, and for the collection of impact fees. This Proposal includes the option for a level of service analysis, in addition to a vehicular travel demand analysis.

## Noise Assessment

AECOM has deep technical expertise related to environmental noise and vibration. We routinely provide technical analysis, technical reporting, and concise summaries of noise and vibration impacts for local government clients. In addition, we are experts in meeting the special requirements of agencies such as the California Department of Transportation (Caltrans) and are experienced with preparation of local environmental documents that are also designed to satisfy the technical requirements of other agencies. We have the expertise necessary to quantify the



benefits of a wide range of noise and vibration mitigation strategies, which is increasingly important to the veracity of our reports and findings.

## Cultural Resources

Documenting, preserving, and managing cultural resources can be a complex and sometimes controversial endeavor. Our experienced cultural resources specialists help our clients comply with myriad laws, regulations, and professional standards. AECOM assists clients in meeting cultural resources and Tribal Cultural Resources requirements by providing consultation assistance, expert planning advice, and high-quality technical studies. AECOM's staff members have technical backgrounds in archaeology, history, historical archaeology, architectural history, and Native American consultation. Our staff is familiar with the cultural resources of the area from our prior work on the City's General Plan and other projects throughout this part of the County.

## Visual Assessment

AECOM prepares visual simulations and uses the results of the simulations to evaluate potential impacts on visual resources to satisfy CEQA and NEPA requirements. AECOM staff members have implemented the visual guidelines and methodologies promoted by the U.S. Bureau of Land Management, U.S. Forest Service, Federal Highway Administration (FHWA), Caltrans, and numerous local and regional planning agencies. As part of these efforts we have used various tools (GIS, maps, and aerial photo interpretation) to determine viewsheds, identify sensitive viewers, select key observation points, and systematically analyze the change to the visual environment.

While visual simulations are not required for CEQA analysis, some of our clients request such services due to high levels of interest in proposed projects and/or the location of projects in scenic areas. We provided visual simulations, for example, for visually sensitive parts of the Fairfield Train Station Specific Plan Area, which helped decision makers and the public at-large better understand potential effects. While we have not proposed visual simulations under our baseline scope of services, we can add this service, if so directed by the City.



*Top image: existing conditions in portion of Fairfield Train Station Specific Plan. Bottom image: visual simulation of proposed Specific Plan improvements.*

## Public Engagement

AECOM has been called on to provide public engagement for some of the state's most controversial projects. Our expertise with public outreach and engagement can streamline the planning and environmental review processes, help to generate consensus, and ensure that the correct public review procedures are followed and appropriately documented. Our public participation team is at the forefront of innovative and cost-effective methods to engage broader sectors of the community in real dialogue, including the development and use of virtual engagement techniques.

## Relevant Project Experience

### Suisun City General Plan Update, CEQA Analysis & Documentation, and Zoning Ordinance Update, Suisun City, CA

#### Client: City of Suisun City

AECOM updated the City's General Plan, providing complete CEQA analysis and documentation, and updating the City's Zoning Ordinance. The work plan for the City's General Plan included state-of-the art analytical methods to consider the pros and cons of a broad range of policy options to address issues of local concern. The City's General Plan provides clear and concise policy language and uses graphics and diagrams where appropriate to unambiguously guide decisions on projects, plans, and public investments. Issues of special emphasis for the City's General Plan included developing a proactive economic development strategy, reducing demand for local vehicular travel, and preserving important local historic resources. The focus of this update for natural resources was the Suisun Marsh and the interaction of developed urban uses with the sensitive natural environments, including water quality-related impacts and opportunities for restoration. The General Plan includes a very detailed implementation program that includes programmatic mitigation that has been, and will continue to be incorporated into development projects in the Planning Area.

### Suisun City Downtown Waterfront Specific Plan and CEQA Review

#### Client: City of Suisun City

AECOM updated the Specific Plan for the City's downtown waterfront, the historic center of the city. AECOM designed a streamlined environmental review process that reduced the administrative burden on City staff, both during the Specific Plan process and the entitlement process for future developments consistent with the Plan.

### Fairfield Train Station Specific Plan and EIR

#### Client: City of Fairfield

AECOM prepared a Specific Plan and EIR to guide development and conservation for a 2,970-acre site at the fringe of Fairfield's planning area, including the potential for logistics and related uses along a rail spur in the eastern portion of the Specific Plan Area.

Our integrated environmental and land planning/urban design process was fundamental to the success of this plan, which was approved by an enthusiastic City Council. The environmental analysis guided the land planning and urban design for a wide range of challenges, including sensitive biological resources, a mainline railroad bisecting the site, redevelopment of existing industrial properties, and the Fairfield–Vacaville–Solano County Greenbelt. Our work included an iterative set of GHG emissions analyses with different land planning and design configurations that allowed us to demonstrate consistency with thresholds recommended by the Bay Area Air Quality Management District. We used a suitability analysis to guide the land plan with respect to habitat, flood zones, on-site easements, soil conditions, and related factors.

## Elk Grove Southeast Grant Line Road Industrial Annexation Area and Multi-Sport Park Complex EIR and Supplemental EIR, Elk Grove, CA

### Client: Sacramento LAFCo and City of Elk Grove

Following our successful preparation of an EIR, the City has revised the proposed project to include the potential for larger-scale logistics uses and additional light industrial development for approximately 500 acres at the fringe of the City's planning area. The EIR and SEIR are focused on wetlands and other biological resources, traffic, transportation, GHG emissions, air quality, and planned utilities services.

## Crows Landing Industrial Business Park Specific Plan and EIR, Stanislaus County, CA

### Client: Stanislaus County

Crows Landing, located in southwest Stanislaus County, is a former naval air station of more than 1,500 acres that has been transferred to Stanislaus County to be redeveloped for logistics, warehousing, research and development, offices, and public facilities. AECOM was retained to prepare a Specific Plan, EIR, infrastructure master plans, design guidelines, development standards, a financing plan, environmental permitting strategy and wetlands delineation, and associated documents and services. We have continued our services to the County following successful adoption and certification of the Specific Plan and EIR by researching funding opportunities and grant writing to assist with required infrastructure development to support the proposed uses.



*AECOM's Crows Landing Specific Plan and EIR provide guidance for the reuse of 1,500 acres in Stanislaus County for logistics and related uses.*

## Magnolia Ranch Specific Plan and EIR, Yuba County, CA

### Client: Yuba County

AECOM provided staff assistance in managing the preparation of the Magnolia Ranch Specific Plan, as well as comprehensive environmental analysis and CEQA documentation for this large mixed-use plan, which included logistics/business park, commercial, residential, public facilities, and open space uses for more than 1,000 acres along State Highway 65. AECOM was selected in part because of its unique ability to provide Yuba County with a predictable, efficient, and cost-effective environmental review of the Specific Plan. As with Suisun City, AECOM's General Plan policy work for Yuba County provides programmatic mitigation for development and infrastructure



projects in Yuba County and our environmental work established locally relevant CEQA significance thresholds. Key issues include infrastructure and service provision, wetlands and other sensitive biological resources, traffic congestion and the need for transportation facility improvements, air quality and climate change, and other biological resources impacts.

## Solano County General Plan Update and EIR

### Client: Solano County

AECOM completed a comprehensive update to the County's General Plan covering a full range of state-mandated topics (land use, housing, transportation, open space, resource conservation, safety and noise) as well as locally important issues such as agriculture, economic development, fiscal stability, sustainable growth, wind power resources, and climate change, as well as a comprehensive General Plan EIR.

## Woodland Park Specific Plan and Draft EIR, Woodland, CA

### Client: City of Woodland

Woodland Park was proposed as a 900-acre area to be annexed to the City of Woodland to develop a logistics and warehousing center within the city of Woodland. Because of stormwater drainage constraints on the site, a critical challenge was the location and design of detention and conveyance facilities to maximize development potential and offer pedestrian and recreational amenities. Key issues were wetlands and other biological resources, air quality, transportation, hazardous materials, infrastructure, and flooding.

## Wal-Mart Regional Distribution Center EIR, Merced, CA

### Client: City of Merced

AECOM prepared the EIR for a proposed Wal-Mart regional distribution center with approximately 1.1 million square feet of distribution/warehouse, 37,000 square feet of office/support area, related buildings, and 100 acres of paved area on a 230-acre largely undeveloped site. The project was fully operational within three years after opening, employing approximately 900 people. The facility operates 24 hours per day and 365 days per year, with 900 (450 in and 450 out) tractor-trailer truck trips per day.

## Woodland Research and Technology Park Specific Plan and EIR

### City of Woodland

AECOM is preparing the Specific Plan and EIR for this 350-acre, mixed-use Specific Plan that will involve annexation to the City of Woodland and is expected to accommodate logistics, light industrial, retail, commercial services, offices, and residential uses. Our work on the City's General Plan, Climate Action Plan, and General Plan EIR are being used to frame the analysis and mitigation for this high-profile, job-generating proposal.



## Subconsultant

AECOM will be the prime consultant for this project and will perform the environmental impact analysis and project management out of our Sacramento office. We provide guidance and quality control review of all subconsultant work products. We have extensive experience working cooperatively with Fehr & Peers on numerous EIRs for similar development plans and projects, including projects for the City and other municipalities and agencies in the County. Fehr & Peers contracted with AECOM for the Fairfield Train Station Specific Plan and EIR and the Suisun City General Plan and EIR, as well as the Mt. Calvary Baptist Church Mixed-Use Project.

## Suisun City General Plan & Senate Bill 743 CEQA Vehicle Miles Travelled Implementation Support

### Client: City of Suisun City

Fehr & Peers prepared the Circulation Element for the Suisun City General Plan Update, and the transportation impact analysis for the EIR on the update. Fehr & Peers' work included a complete description of the current roadway network, daily traffic volumes on major roadways, bicycle and pedestrian networks, and transit services. Fehr & Peers worked with City staff and the consultant team to develop traffic forecasts reflecting the anticipated development of the few remaining development sites in the City, incorporating regional growth and infrastructure changes being planned by the Solano Transportation Authority. Fehr & Peers also evaluated the current General Plan Circulation policies and helped draft modified policies to reflect current City objectives. The Suisun City General Plan update represents one of the first Senate Bill (SB) 743-compliant General Plan EIRs in the County and the Bay Area, and has provided streamlining opportunities for land use projects since the formal adoption of the updated CEQA Guidelines implementing SB 743 in 2019.

Subsequent to the General Plan update, Fehr & Peers provided SB 743 CEQA vehicle miles traveled (VMT) implementation support services for the City, including the development of locally-specific metrics, methods, and significance thresholds for the City. Outcomes included the selection of the City of Fairfield travel demand model for use in VMT analysis, and a CEQA threshold of 15 percent below the Citywide average VMT per capita for residential and employment-focused projects. Fehr & Peers prepared a summary document and presented the metrics, methods and thresholds for adoption at meetings of the City's Planning Commission and City Council.

## North Richmond Warehouse/Distribution Center Multimodal CEQA Transportation Impact Analyses

### Client: Contra Costa County

Fehr & Peers was retained to perform CEQA-compliant multimodal transportation impact analysis for two logistics/warehouse developments in the North Richmond area of Contra Costa County. Fehr & Peers prepared an analysis of VMT per capita (per the requirements of SB 743) using Big Data to provide an understanding of VMT for similar nearby land uses. The study also analyzed multimodal impacts and analyzed key regional automobile corridors for delay and level of service. The VMT analyses for these projects represented two of the first VMT analyses for logistics/warehouse projects in Contra Costa County and California as a whole. Mitigation measures were developed to alleviate significant CEQA VMT impacts; circulation system improvement measures were also developed, and care was taken to ensure that the mitigation measures did not result in secondary impacts to bicyclists and pedestrians.

As part of the studies, a standalone memorandum was prepared documenting strategies to improve cut-through traffic conditions in the North Richmond residential neighborhood. A toolbox of traffic calming measures were developed to guide County staff in their efforts to allow development in the North Richmond area while minimizing the potential for cut-through traffic in the residential portion of the neighborhood. Specific measures were introduced to minimize heavy truck cut-through traffic and to promote the betterment of air quality in the North Richmond residential community.

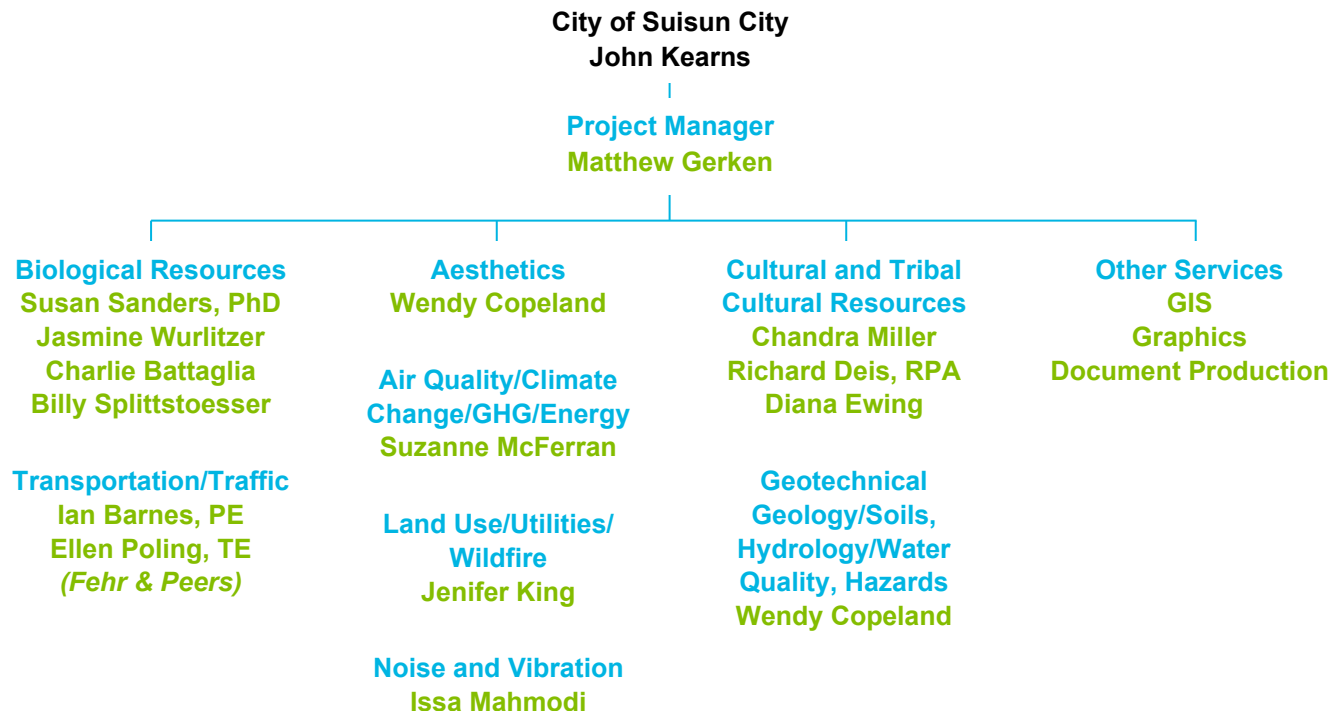


## Section 2. Key Staff

AECOM's key project team members are based locally in Sacramento, and include staff with experience managing complex projects and evaluating large-scale projects with environmental issues that are similar to those that will be faced by the proposed project. We have proposed a team that is custom tailored to this project's needs.

AECOM's proposed Project Manager is Matthew Gerken, an experienced manager and CEQA specialist who has managed several projects for the City, for the County, for the City of Fairfield, and many other similar high-profile projects throughout California, including many projects with the same key issues as the Highway 12 Logistics Center. Matthew will be supported by technical staff with whom he coordinated on the City's General Plan, the Fairfield Train Station Specific Plan and EIR, and other relevant projects. The team we have assembled to assist the City includes biologists, archaeologists, architectural historians, air quality and GHG emissions specialists, noise analysts, engineers, geologists, hazardous materials specialists, environmental scientists, environmental and urban planners, graphic artists, GIS specialists, editors, and a strong document production team.

Our team was selected for their expertise on similar project issues, regional experience, experience on projects for the City, and expected availability. Resumes of key staff are provided in in the Appendix.



## Proposed Staff

### Matthew Gerken, Project Manager

Matthew Gerken is an urban and regional planner with broad and deep experience, including leading all manner of environmental review for proposed projects and plans, including many high-profile and large-scale project with similar uses and similar key issues to the Highway 12 Logistics Center. He is familiar with Suisun City and Fairfield resources, issues, opportunities, and stakeholders from managing AECOM's work on the Suisun City General Plan Update, the Waterfront District Specific Plan and environmental review, the Zephyr Estates CEQA analysis and documentation, the Mt. Calvary Baptist Church Mixed-Use Project, the Fairfield Train Station Specific Plan and EIR, among several other relevant and local projects. He has also managed several mixed-use, greenfield projects with similar features to the Highway 12 Logistics Center, including, but not limited to the Magnolia Ranch Specific Plan and EIR, the Whitmore Ranch Specific Plan and EIR, Crows Landing Business Park Specific Plan and EIR, the Woodland Business Park Specific Plan EIR, and the Woodland Research and Technology Park Specific Plan and EIR, among many others.

### Susan Sanders, PhD, Senior Biologist/Habitat Conservation Plan Compliance

Dr. Sanders has more than three decades of experience in analyzing project impacts on California wildlife and ecosystems to support environmental planning and permitting. She has extensive experience in the preparation of biological resource analyses pursuant to CEQA, NEPA, and other federal and state environmental regulations, including surveys for threatened and endangered species, wildlife and botanical inventories, mitigation planning and monitoring, and litigation support. Dr. Sanders has worked with the public and private sectors to provide hundreds of biological resource impact analyses and mitigation plans for commercial and residential developments, transportation projects, and water development projects. She has written numerous EIR sections and mitigation plans related to biological resources and is familiar with habitat conservation planning efforts in the area and the interaction between habitat conservation plans and project EIRs. Dr. Sanders is very familiar with the special-status species in the Suisun Marsh area as a result of recent work in the County for projects requiring CEQA compliance and permitting, including the Solano Wind Project EIR, Bradmoor Island Restoration, and a linear infrastructure project in Contra Costa and Solano counties for a confidential client.

### Charles Battaglia, Project Biologist

Charles Battaglia is an ecologist and project manager with a strong background in aquatic resource assessment and management, especially as it applies to riparian, stream, and wetland ecology. He conducts field surveys for special-status plants, fish, and wildlife, sensitive communities, and essential habitats. Mr. Battaglia has implemented and/or managed restoration projects, benthic macroinvertebrate and fisheries projects, and projects tasked with identifying biological constraints and associated avoidance and mitigation measures. He supports or leads projects undergoing the CEQA and has written numerous sections on biological resources for a broad range of development, infrastructure, and land management projects. He also has experience obtaining permits from the USFWS, USACE, RWQCB, and the CDFW. Mr. Battaglia is familiar with the resources of Suisun City and the surrounding environs from his previous work on the Bradmoor Island and Arnold Slough Tidal Restoration Project, the 2000–2010 and 2011–2015 Suisun Marsh Status and Trends reports, the Suisun Marsh Public Access Project, the Liberty Island Ecological Preserve Land Management Plan, and prior to AECOM, on a project that mapped soft birds beak (*Chloropyron molle* subsp. *molle*) and invasive plant species in Suisun Marsh to aid the recovery of this federally-listed species.

### Jasmine Wurlitzer, Staff Biologist

Jasmine Wurlitzer is a certified arborist and biologist based in AECOM's Sacramento office. She has broad experience in botanical surveys, biological monitoring, data collection and analysis, restoration ecology, and writing impact analyses for CEQA documents. Her recent work includes biological surveys and biological impact assessment for the CEQA document for a confidential client for a linear infrastructure project in Contra Costa and Solano counties. The project includes a pipeline and other ancillary industrial facilities. Key biological resource issues include potential impacts to Suisun Marsh wetlands and sensitive wildlife, fish and plant species (e.g., salt

marsh harvest mouse, Ridgway rail). Her strong field skills are coupled with excellent research, analytical, and writing capabilities.

### **Wendy Copeland, Aesthetics, Geotechnical, Geology/Soils, Hydrology/Water Quality, Hazards**

Ms. Copeland is an environmental scientist with over 20 years of experience, including a variety of electrical utility and infrastructure projects. She specializes in environmental analyses related to aesthetics (visual resources), geology, paleontology, minerals, hazards and hazardous materials, hydrology and water quality, and recreation. She has worked on projects throughout the Sacramento and San Joaquin Valleys, San Francisco Bay Area, Lake Tahoe, and throughout the Sierra Nevada and Cascade Range. Ms. Copeland has worked on both CEQA and NEPA projects for a wide variety of clients, ranging from private industry (residential/commercial developers and power companies) to government regulatory agencies, including many projects for Suisun City and in this portion of the County.

### **Suzanne McFerran, Air Quality, Climate Change, Greenhouse Gas Emissions, Energy**

Ms. McFerran has 14 years of experience in the field of environmental science and management, including work on CEQA/NEPA, air quality and GHG analyses, public outreach and communications, and program and project management. Her diverse academic and professional background has allowed her to provide a multidisciplinary approach in providing services to and developing solutions for federal, state, and local agencies and private sector clients. As an environmental scientist and planner at AECOM, Ms. McFerran works on a variety of project types, including private and public sector development, municipal general plans, flood control and environmental restoration, and linear energy transmission and transportation. Specifically, in support of air quality and greenhouse gas analyses, Ms. McFerran has experience in quantifying potential criteria air pollutant and greenhouse gas emissions using emissions modeling software and spreadsheet calculations, along with developing strategies for quantifying the benefits of mitigation strategies. She evaluates project-related emissions in relation to existing conditions and the ever-evolving regulatory framework around air quality and greenhouse gases to identify potential impacts and develop mitigation measures to avoid or minimize emissions.

### **Jenifer King, Land Use/Utilities, Wildfire, Other CEQA Sections**

Jenifer King is an environmental analyst with 24 years of experience. She has experience with the resources and issues in the County, and Suisun City, in particular, from work on projects such as the Suisun City General Plan and EIR and the Zephyr Estates Initial Study/Mitigated Negative Declaration (IS/MND). She has researched and written sections for most topics for a variety of CEQA and NEPA documents, analyzed project impacts, developed mitigation measures, conducted alternatives analyses and cumulative impacts analyses, and evaluated natural resource management. Ms. King specializes in complex analyses in the areas of land use (permitting, zoning, annexation, and compatibility analyses, including airport compatibility, provision of water and wastewater services (service area boundary changes, supply and demand calculations, treatment and conveyance capacity, assessment of infrastructure plans, and SB 610 water supply assessments), and wildfire impact assessment.

### **Issa Mahmodi, Noise and Vibration**

Issa Mahmodi is a noise analyst with more than 17 years of civil and environmental engineering experience. His experience encompasses technical, analytical and modeling skills required to provide traffic, and noise studies and impact analyses in compliance with CEQA, NEPA requirements and thresholds, local, State, federal and other applicable regulations and standards, including multiple projects for the City of Suisun City. He has prepared studies on logistics, industrial, energy, transportation, transit, infrastructure, flood control, mixed-use developments, recreation, and other construction projects, as well as public policy documents such as general plans.

### **Richard Deis, RPA, Archaeology**

Richard Deis has 28 years of experience in archaeology. He has served as field supervisor on numerous archaeological surveys in Northern California, authored or co-authored more than 300 cultural resource inventory reports, including several projects for Suisun City and in this portion of the County. He is experienced in providing

peer review, senior review, and data gap analyses for cultural resources reports prepared by others as well as providing impact assessments and CEQA documents sections from studies prepared by others. He has experience with the cultural resources and tribal contacts and resources in the County. Mr. Deis meets the Secretary of the Interior's standards for work in historic-era and prehistoric archaeology.

### **Chandra Miller, Architectural History and Cultural Resources Lead**

Chandra Miller meets the Secretary of the Interior's standards for work in history and architectural history. She authors technical reports through historic research, writing historic contexts, and conducting cultural resource investigations including survey and evaluation of various historic resources throughout California from linear resources to 1970s modern commercial buildings for National Register of Historic Places and California Register of Historical Resources eligibility. Her experience includes Section 106 and CEQA compliance process and environmental documents for historical resources. Ms. Miller specializes in Historic American Building Survey (HABS) and Historic American Engineering Report (HAER) mitigation documentation and also has extensive experience producing Historical Resources Evaluation Reports for Caltrans. Ms. Miller works with interdisciplinary teams from private firms, state, and federal agencies to produce reports that meet local, State, and/or federal guidelines for project compliance and regularly works with archaeologist to produce reports for State Historic Preservation Officer (SHPO) concurrence.

### **Ian Barnes, PE, Transportation (Fehr & Peers)**

#### ***Proposed Role: Transportation Planning & Analysis Project Manager***

Ian Barnes has coordinated successfully with Matthew Gerken and the balance of the proposed AECOM team on several projects that share characteristics and technical challenges with the proposed project. Ian is a Senior Associate in the Walnut Creek office and serves as Senior Market Leader for the four North Bay counties. Ian has over 10 years of experience in the transportation engineering and planning industry, in which he has served as the project manager or analysis lead for Fehr & Peers' efforts on over a dozen projects in the Suisun City and Fairfield areas, including the General Plan update for Suisun City, the SB 743 implementation project for Suisun City, and for several warehouse/logistics center and residential projects in Suisun City and Fairfield (in addition to other warehouse/logistics center projects throughout the Bay Area). Ian is also recognized throughout the industry as a leader in the implementation of SB 743 CEQA VMT analysis at the land use program and land use project level. This breadth and depth of experience, in-depth knowledge of local transportation issues, and understanding of the community's concerns regarding land use and transportation informs his work in the planning and analysis of CEQA transportation impacts for land use projects in the City of Suisun City.

### **Ellen Poling, PE – Senior Associate**

#### ***Proposed Role: Transportation Planning & Analysis Associate-in-Charge***

Ellen has over 30 years of experience managing and overseeing transportation planning and traffic engineering projects, including working on the Fairfield Train Station Specific Plan and EIR with Matthew Gerken. Her projects have included traffic impact studies, environmental impact report transportation chapters, general and specific plan transportation elements, neighborhood traffic calming studies, freeway interchange project reports, and university-related studies covering a wide array of issues, including origin-destination surveys, trip generation surveys, and policy analysis. Her particular areas of expertise include university and city planning studies, environmental review under CEQA, and development site traffic engineering review.

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## Section 3. Scope of Services

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AECOM prepared the City's General Plan, which gives us a unique understanding of Suisun City's history, central issues, and guiding principles and the City's requirement to evaluate the site's opportunities and constraints. The City's General Plan identifies most of the project site as Commercial Mixed Use, but as noted in the City's Request for Proposal (RFP), the project would require a General Plan amendment, among other entitlement approvals. While the project would require the General Plan to be amended, information we collected and analysis we conducted as a part of the General Plan and General Plan EIR will allow us to provide the most cost- and schedule-efficient process possible.

We will use information from the City's General Plan and EIR to efficiently prepare the Highway 12 Logistics Center EIR. We will use background and descriptive information from the General Plan and General Plan EIR in the Highway 12 Logistics Center EIR, where applicable, and would refer to available information to support the analyses of cumulative impacts and growth-inducing effects, with appropriate revisions that reflect the proposed General Plan amendment. We are able to focus on critical issues based on the project site and on key topics of interest for the City and other agencies. The General Plan and General Plan EIR also would be used throughout the Highway 12 Logistics Center EIR to support the impact evaluations for resource areas such as land use, biological resources, hydrology and water quality, utilities, and transportation, although updated surveys and measurements would be required.

The following sections describe AECOM's proposed approach to preparing the EIR, including working closely with the City to initiate the project, identify and obtain relevant data and information, prepare the project description and environmental evaluation, and complete the public review and CEQA certification processes.

### Task 1: Project Initiation

AECOM will attend one virtual kickoff meeting with the City to confirm and clarify the objectives for the project and the environmental review, confirm the schedule goals, review the scope of services and key milestones, and discuss the strategy for team communication. We will confirm at this kick-off meeting the appropriateness of our assumptions on data availability.

AECOM's Project Manager and senior CEQA staff members, as appropriate, along with representation from Fehr & Peers, will attend the kickoff meeting. Other topics for discussion could include a discussion of the key issues that should be the focus of this work, the approach for greenhouse gas emissions analysis and mitigation, including the potential for use of offsets, the approach to VMT analysis and mitigation, and the approach to proactively engaging key regulatory agencies.

We assume that technical studies addressing the following topics have been completed by entities other than AECOM, are underway, or can be provided to us prior to our completing the Administrative Draft EIR: biological resource assessments for the site, including aquatic resource delineation, protocol level brachiopod surveys, a biological resources evaluation, and rare plant surveys; geotechnical study; Phase I Environmental Site Assessment; water supply assessment; all site-specific infrastructure master plans; and grading plans. We assume that each of the utility master plans will identify any off-site improvements, as well as on-site improvements necessary to serve the proposed project. We assume the water supply assessment will not require substantial new off-site utilities or any curtailment analysis.

## Task 2: Notice of Preparation and Public Scoping

### Task 2.1: Notice of Preparation

We will prepare 1 draft and 1 final Notice of Preparation (NOP) that includes a project description for inclusion in the EIR (based on material supplied by the applicant team) and a vicinity map.

The NOP will describe where project documents are available for review, where written comments on the scope of the EIR may be sent, and the deadline for submitting comments. The NOP will also identify the date and location of a public scoping meeting. We recommend that the project description in the NOP also include preliminary project objectives, which we assume would be prepared by either the applicant, the City, or a combination of both. Given the importance of the project objectives in defining alternatives and supporting the eventual CEQA findings document, we will make ourselves available to discuss strategy for project objectives. We can review and comment on draft project objectives, if requested by the City.

We will circulate the NOP with the State Clearinghouse using their protocol for electronic-only documents. We assume the City will circulate the NOP among agencies and interested parties that would not be noticed through the State Clearinghouse process. Following the close of the NOP period and after the scoping meetings, we will review NOP comments and determine whether any issues require a modification to our scope of services. Environmental issues raised in the NOP will be briefly summarized (along with NOP comments) in the introductory section of the EIR.

### Task 2.2: Scoping Meeting

AECOM will attend 1 virtual public scoping meeting during the NOP comment period to gather additional public and agency comments on the scope of the EIR. We will prepare a PowerPoint presentation and will coordinate with the City to record the scoping presentation for the City to post to the City's website. The City may wish to work with us to contact representatives of Caltrans, the CDFW, the RWQCB, and other key interested agencies to arrange a brief virtual meeting so that they may share individual input on the scope of analysis, mitigation ideas, and suggestions for alternatives.

### Task 2 Deliverables

- 1 draft and 1 revised NOP (electronic)
- 1 virtual public scoping meeting and short presentation

### Optional Task 2.3: Optional General Plan Consistency Review and Recommendations Memo

*As an option, AECOM can review the project application materials and prepare an analysis of consistency with the General Plan and develop recommendations for additional information or revisions to the project to enhance consistency. As the authors of the General Plan, AECOM would be able to prepare such an analysis efficiently, and we believe that recommendations on consistency could be helpful for the EIR, as well as the City's action on the required entitlements. For some projects, our consistency review and recommendations lead to the formulation of feasible mitigation or project design features that reduce or avoid environmental effects. While many of the General Plan policies and programs would not be relevant to the proposed project, other policies and programs will be helpful to consider in detail early in the planning process.*

## Task 3: Administrative Draft EIR

The EIR will include sections addressing each relevant technical issue with subsections briefly summarizing the relevant environmental setting and regulatory framework, as well as thresholds of significance and a summary of impacts. Significance thresholds will be based on guidance from our work on the General Plan, tailored as necessary for the Highway 12 Logistics Center. The EIR will provide analysis of potentially significant direct, reasonably foreseeable indirect, and cumulative impacts of the proposed project. The EIR also will identify

feasible mitigation measures, consistent with the City's General Plan and state and federal regulations, to reduce potentially significant impacts. The descriptions of mitigation measures will identify their timing, entities responsible for implementation, and performance standards, as applicable.

## Introduction

We will prepare an introduction that describes the type and use of the EIR, the environmental process associated with the proposed project, organization of the EIR, focus of the EIR analysis, other documents used in preparation of the EIR, and identification of the lead and responsible agencies.

## Executive Summary

We will prepare an executive summary that presents the conclusions of the EIR using clear and simple language easily understood by the public. The executive summary will have a short introduction, project description, and descriptions of alternatives. We will draft summary discussions of each environmental issue evaluated in the EIR, with a focus on the most critical issues. The summary will discuss known areas of controversy, including issues raised by agencies and the public, and will discuss any issues remaining to be resolved. A summary table will identify each impact, the significance of each impact before mitigation, all mitigation measures, and the significance of each impact after mitigation.

## Project Description and Project Objectives

AECOM will prepare an EIR project description for review by the City. We assume the project applicant will provide additional detail on select project components to complete the project description. We assume that either the project applicant or City will provide AECOM with project objectives suitable for inclusion in the EIR project description.

## Environmental Setting, Impacts, and Mitigation Measures

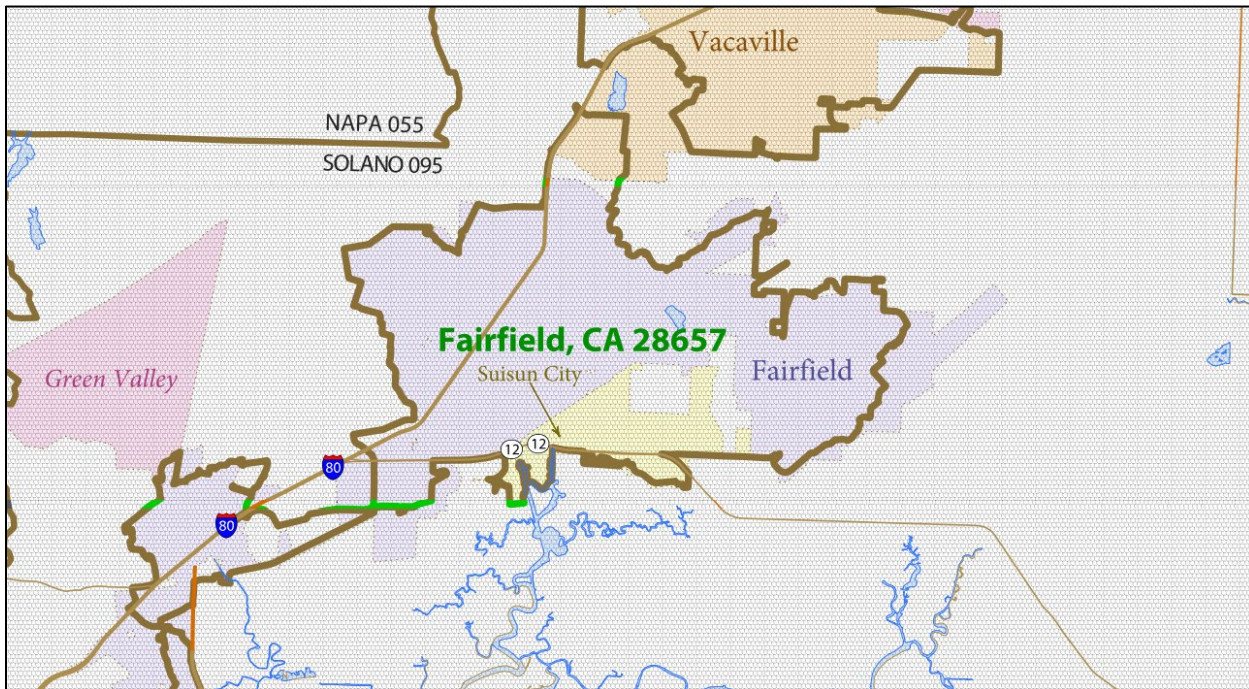
Making the most efficient use of our extensive environmental databases for the City's Planning Area and this portion of the County, AECOM will prepare the Environmental Setting, Impacts, and Mitigation Measures Chapter of the EIR. The EIR will evaluate each of the issue areas described in Appendix G of the CEQA Guidelines, conforming to local direction provided in the City's General Plan and General Plan EIR. The specific environmental topics to be addressed in the EIR are described below.

### Aesthetics

This section will describe the existing visual environment and General Plan guidance. As provided in the General Plan, the City does not consider changes to the existing visual character through urban development to be an adverse change under CEQA. However, General Plan policies are intended to preserve and enhance scenic views in Suisun City and increase visual access to the Suisun Marsh, the Coastal Range, Cement Hill, the Potrero Hills, and the Vaca Mountains. In order to reduce adverse effects, projects should be designed to retain or enhance views of locally important scenic resources, to the extent feasible.

We will describe the existing visual environment and summarize relevant guidance from the City's General Plan and CEQA Guidelines Section 15387, which will frame the impact analysis for aesthetics. Per CEQA Guidelines Section 15387, the project site is not in an "urbanized area," which is defined as "a central city or a contiguous group of cities with a population of 50,000 or more, together with adjacent densely populated areas having a population density of at least 1,000 persons per square mile." As discussed in the CEQA Guidelines, that determination can be made by looking to U.S. Census maps, which show that the project site is not within an urbanized area. The revised CEQA Guidelines Appendix G limits the visual character analysis for projects in urban areas to an analysis of whether the project would "conflict with applicable zoning and other regulations governing scenic quality." Since the project site is not in an urban area, we recommend full analysis of impacts related to changes in the visual character of the site and surroundings.





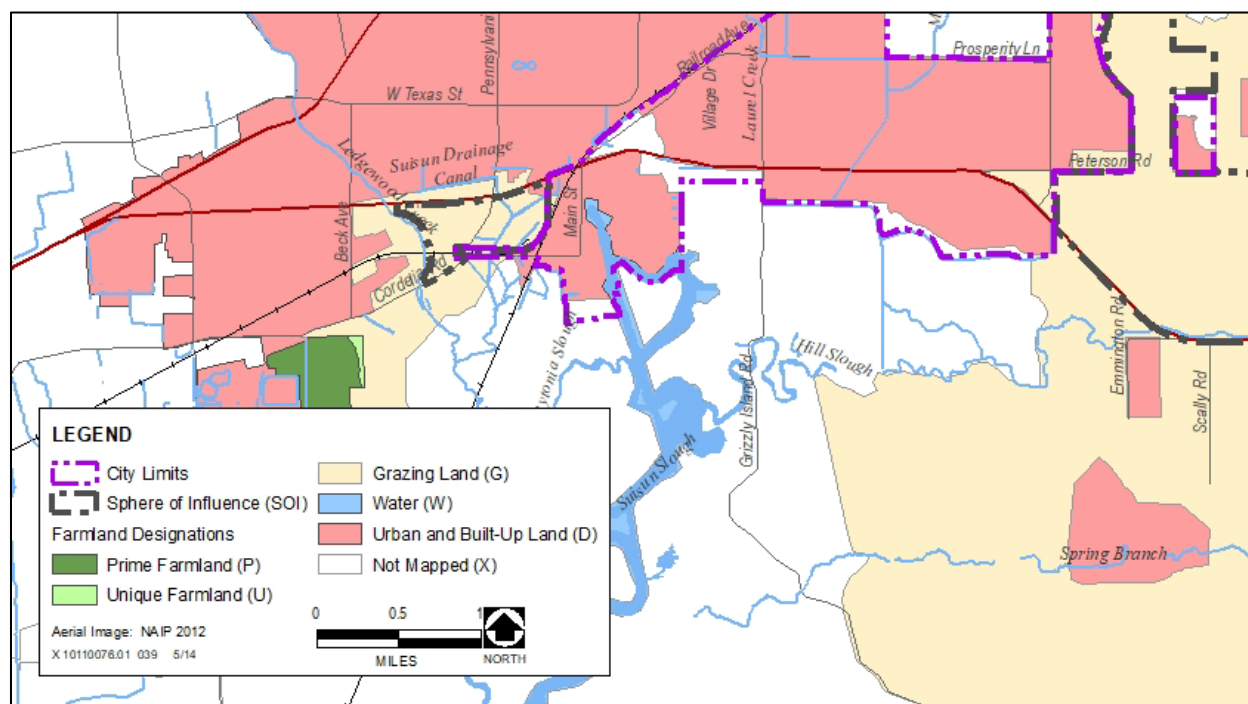
*The project site is not within an urbanized area, and therefore the CEQA Guidelines would not recommend limiting aesthetics analysis only to conflicts with pertinent aesthetics regulations.*

AECOM will conduct site reconnaissance and document site conditions through photographs and notation. The EIR will evaluate visual changes from current conditions relative to the General Plan's visual/aesthetic policies. Based on the proposed site layout and orientation, the Aesthetics section will provide a qualitative evaluation of impacts. The impact analysis will address potential effects on visual character and scenic resources and light and glare impacts given the existing ambient light sources. Our analysis would not try to evaluate whether the change in visual character is good, bad, or neutral. We assume no visual simulations are necessary.

### **Agricultural Resources**

The EIR will analyze impacts related to the loss of grazing land, conflicts with County agricultural zoning, and indirect effects on agricultural practices. The conclusions in the EIR will be made based on Policy OSC 9.3 of the City's General Plan, which states that new developments do not require compensatory mitigation for loss of grazing land or conflicts with County agricultural zoning if the project or plan is consistent with the City's General Plan, City rezoning and zoning, and other General Plan policies and programs, as appropriate. We assume no need for analysis to support findings regarding the five tests of "prime agricultural land" as defined by Government Code Section 56064.





*The project site is characterized as providing grazing land according to the Department of Conservation.*

## Air Quality

AECOM will prepare an Air Quality section in accordance with the methodologies and thresholds of significance recommended by BAAQMD and the City. The section will describe air quality conditions in the project area (e.g., ambient monitoring data, attainment designations, and source types) and natural factors (e.g., meteorology, climate, and topography) that affect the transport and dilution of pollutants. It also will describe applicable standards, plans, rules/regulations, and significance criteria for evaluating emissions of criteria air pollutants and precursors, toxic air contaminants (TACs), and odors.

Modeling will be performed using the BAAQMD-approved California Emissions Estimator Model (CalEEMod). We will analyze and report construction-related impacts based on information provided by the applicant for assumed phasing for the project. Construction emissions will be modeled based on the amount of land to be disturbed/graded, types of equipment to be used, and the number of construction employees. We will use reasonable assumptions or model defaults regarding construction equipment and employees if estimates are not available from the applicant. The analysis will quantify long-term operational air pollutant emissions generated by the project's area, stationary, and mobile sources. Operational emissions will be generated primarily from mobile sources (worker vehicles and trucks). Area-source emissions will be calculated by CalEEMod using assumptions based on the amount and types of land uses. Stationary sources, if any are identified, will be quantified using information provided by the City and appropriate emission factors and methodologies.

Consistent with guidance in the California Supreme Court's decision in *Sierra Club v. County of Fresno*, it will be important to explain the health effects of criteria air pollutants, and explain the connection between the project's mass emissions, mass emissions-based thresholds, concentration-based health effects, and air quality attainment planning.

Based on our experience working with BAAQMD, and familiarity with CO screening approaches, we assume dispersion modeling for carbon monoxide "hot spots" will not be required, but we could provide this analysis with an amendment to our scope of services, if the City directs. Since there are no nearby sensitive receptors, the City

could elect to address toxic air contaminant effects associated with diesel emissions qualitatively and based on guidance from the ARB to, for example, avoid the siting of new commercial trucking facilities that accommodate more than 100 trucks per day, or 40 trucks equipped with transportation refrigeration units (TRUs), within 1,000 feet of sensitive receptors (e.g., residences). Odor impacts of the proposed project will be assessed qualitatively according to BAAQMD's recommended methodology and other applicable parameters, such as acceptable screening trigger distances, wind direction, and odor complaint history.

### **Optional Task: Dispersion Modeling and Health Risk Analysis**

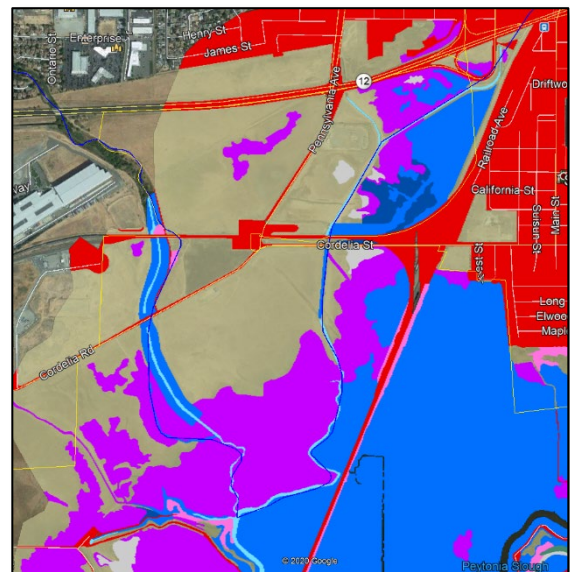
*As an option, the air quality analysis can evaluate the project's toxic air contaminant (TAC) impacts. AECOM can use a screening-level air dispersion model (such as AERSCREEN, the screening-level version of EPA's AERMOD) to quantitatively evaluate health risk impacts on sensitive receptors. AECOM can identify applicable mitigation measures if screening results show potentially significant impacts. If a detailed health risk assessment is requested, our air quality specialists have this expertise and could provide this service under a revised scope of services.*

### **Biological Resources**

AECOM's wetland specialists, wildlife biologists, and botanists will conduct a peer review of the technical reports on biological and aquatic resources commissioned by the applicant. The focus of the review will be to determine if the reports provide enough information to develop the Biological Resources section of the EIR. Upon completion of the peer reviews, AECOM will provide the City with a memo assessing the adequacy of the reports. If the reports do not provide sufficient information to support a CEQA analysis of impacts, the memo will specify what additional data or revisions are needed to achieve adequacy, and we assume the commissioned biologists will make such revisions. We assume the applicant's biologists will provide AECOM with GIS shapefiles, Google Earth KMZ files, and/or other GIS-compatible digital files depicting the location of plant communities, special-status plants, and aquatic resources described in the technical reports.

The Biological Resources section of the EIR will be developed based on the information in the technical reports and other existing background information. If the special-status species record search results from the technical report on biological resources are more than 90 days old, AECOM will conduct updated record searches for the California Natural Diversity Database and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants. AECOM will also obtain a list from the USFWS Information, Planning, and Conservation System of federally-listed plant and wildlife species that could occur in the area.

The Biological Resources section will describe the biological resources on the site, including plant communities, associated common and special-status plant and wildlife species, and sensitive biological resources. A land cover/habitat exhibit will depict locations of known occurrences of special-status species, wetland complexes, and any other sensitive natural communities, based on information provided in the technical reports. The environmental analysis will identify the acreages of affected habitat by overlaying the project on the resource map based

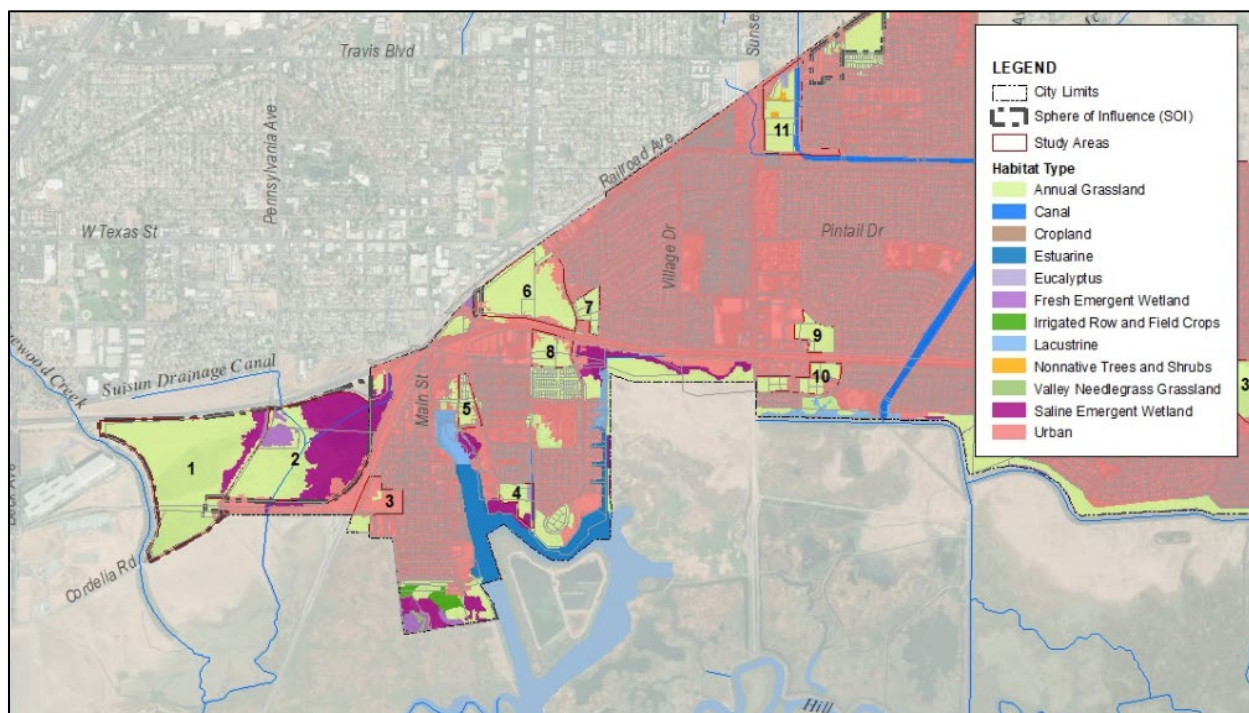


*The California Department of Fish and Wildlife Vegetation Classification and Mapping Program shows saline emergent wetland (purple), freshwater emergent wetland (light blue), wet meadow (dark blue, not accurate), barren (depressions, shown in white), and developed property (red) for the project site and vicinity.*

on the information provided in the technical reports. The section will also address any local policies or ordinances related to biological resources, as well as measures in the draft Solano Multispecies Habitat Conservation Plan (Solano HCP) to protect biological resources.

Based on AECOM's review of the applicant-commissioned technical reports, the Solano HCP, and our knowledge of the many sensitive biological resources in this part of the County, AECOM believes that the EIR analysis will require a thoughtful and creative approach to mitigation. The project site overlaps with designated critical habitat for the federally endangered Contra Costa Goldfields (*Lasthenia conjugens*), which has been documented on the site, and is immediately adjacent to critical habitat for federally endangered Suisun thistle (*Cirsium hydrophilum* var. *hydrophilum*). Critical habitat for vernal pool fairy shrimp (*Branchinecta lynchi*) and vernal pool tadpole shrimp (*Lepidurus packardii*) occurs in the area farther to the east, and northern claypan vernal pool habitat overlaps with the site. Additionally, salt marsh harvest mouse (*Reithrodontomys raviventris*), which is federally- and state-listed as endangered has been documented on the site, along with other state wildlife species of special concern and plants assigned a California Rare Plant Rank by the CDFW. Based on a "windshield" survey of the project site conducted by an AECOM biologist, and on review of aerial photography, the portion of the project area east of the drainage canal is characterized by tidal marsh wetlands, and west of the canal, the site is dominated by alkali grassland with depressions that could support vernal pool habitat.

Given the presence of these sensitive biological resources, AECOM will work with the City and applicant to recommend that the EIR provide mitigation consistent with conservation strategies and avoidance/minimization measures proposed in the draft HCP. The EIR will discuss the extent to which on-site preservation and restoration in the open space portion of the project site could be used to mitigate impacts on special-status species and sensitive habitats. The EIR also will discuss options for mitigating impacts by using mitigation banks, such as the North Suisun Mitigation Bank.



*There are sensitive biological resources in the vicinity of the project site that will be the focus of study in the EIR.*

### Cultural and Tribal Cultural Resources

Based on AECOM's familiarity with Suisun City, the project site has been previously identified as potentially sensitive for buried and surface cultural resources. In addition, as noted in the Suisun City General Plan, areas for

prehistoric settlement sensitivity include near year-round and seasonal waterways, such as Ledge Creek and a drainage within the immediate project vicinity. AECOM is also aware of the Suisun City Historic District outside of the project site boundary east of Railroad Avenue approximately 0.30-miles away. The district was determined eligible for listing in the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR) by the State Historic Preservation Officer (SHPO) in 2010; therefore, the historic district is considered a historical resource for the purposes of CEQA. However, AECOM assumes that the proposed project will not result in direct or indirect substantial adverse effects to the historic district.

AECOM will have Northwest Information Center (NWIC) staff conduct a record search of the California Historical Resources Information System at Sonoma State University, Rohnert Park to find any previous cultural resources reports or studies completed within a 0.5-mile radius of the proposed project site. Additional pre-field literature review will include review of historic-era maps and aerial photographs; historic newspapers; online local history collections; property records; and other books and documents, as appropriate. AECOM cultural resources staff will prepare the appropriate ethnographic, prehistoric and historical context proportionate to the cultural resources and tribal cultural resources that may be identified in the project area. AECOM assumes no previously recorded prehistoric or historical archaeological resources and up to two built environment cultural resources are in the project area.

Assembly Bill 52 (AB 52) requires lead agencies to consider the impacts of proposed projects on Tribal Cultural Resources. We anticipate supporting the City with AB 52 compliance. In accordance with AB 52, AECOM will initiate contact with the Native American Heritage Commission (NAHC) in Sacramento to request a search of the Sacred Lands Files (SLF) and a list of Native American representatives and tribal organizations in the project area. The City may already have a list of tribes who have indicated they would like to be consulted regarding projects in the City – we recommend inviting input from both sets of contacts. AECOM will assist the City in the contact of suggested individuals or organizations by letter with up to two follow-up phone calls, if necessary, to inquire about the presence of Tribal Cultural Resources. The purpose of this consultation will be to solicit any information regarding sensitive cultural properties within and in the vicinity of the project site and to document any concerns of the Native American community. The results of this contact program will be incorporated into the technical report and EIR. We assume no need for site visits with Native American Tribal representatives, but we frequently provide this service, and can do so under an amended scope of services if directed by the City.

AECOM archaeologists will conduct an intensive pedestrian survey of the project site, including areas of proposed ground disturbance related to project improvements, including proposed laydown and applicant-identified staging areas for construction. Any identified archaeological resources encountered during field survey will be recorded on standard California Department of Parks and Recreation (DPR) 523 site record forms. AECOM assumes up to three archeological sites/resources would be recorded. AECOM architectural historians will conduct a field survey of the project area to record buildings and/or structures more than 45 years old through photography and written descriptions and recorded on DPR 523 forms. The main purpose of this survey will be to determine whether any built-environment resources in or directly adjacent to the project area will be affected by the project, and if they meet the criteria for listing in the National Register of Historic Places (NRHP) and/or the California Register of Historical Resources (CRHR) or otherwise are considered historical resources for the purposes of CEQA. AECOM assumes up to five historic-age built environment cultural resources would be recorded. Based on the results of the background research and cultural field survey, if archeological testing of the project site is required to determine the presence of buried cultural resources, this would be conducted under a revised scope of services.

AECOM will prepare a cultural resources technical report to append to the EIR. The report will include the project description, maps/figures of the cultural resources study area, background research and literature review including the result of the records search, field survey methods, Native American and other interested party outreach, results of the survey, findings and conclusions. The report also will include a summary of NRHP and CRHR eligibility findings for archaeological and built environment resources and management recommendations. It will discuss any further investigation that may be necessary but outside this scope of services. DPR 523 forms



will be appended to this report. This scope of services assumes that no more than five buildings/structures will require formal recordation and evaluation, and no more than three archaeological resources/sites will be recorded.

The cultural resources and Tribal Cultural Resources sections of the EIR will summarize the results of the investigation, address potential impacts on any significant cultural resources and tribal cultural resources that may exist in the project area, and will describe all direct, indirect, and cumulative impacts of the project on cultural resources tribal cultural resources. Where necessary, mitigation measures to reduce potentially significant impacts will be included.

As noted in Attachment 2 of the RFP, the project will require a Section 404 of the Clean Water Act permit, which triggers Section 106 of the Historic Preservation Act. Therefore, AECOM proposes to prepare the cultural resources and tribal cultural resources technical report for the EIR will be suitable to support the Section 106 permitting process, but active participation in Section 106 compliance is not included in this scope of work. If desired, AECOM can support the Section 106 section 404 permitting process, but a separate scope of services will be required.

## Energy

Energy is an important impact topic to include in the EIR, particularly following the important *Ukiah Citizens for Safety First v. City of Ukiah* appellate court decision. The Energy section will describe the current utility provider(s) in the project area for electricity and natural gas. The regulatory framework will present the energy efficiency standards on the federal, state, and local levels, as applicable to the planned land uses. AECOM will analyze energy use and evaluate whether the proposed project would develop land uses and patterns that could lead to wasteful and/or inefficient use of energy. The analysis also will evaluate how the project would affect local and regional energy supplies with respect to total demand, peak demand, and energy efficiency.

Based on recent precedent case law, it is important that the topics outlined in CEQA Guidelines Appendix F are addressed (now included in the Appendix G checklist), including transportation and construction-related energy use. We propose to emphasize that energy use itself is not necessarily an adverse environmental effect, and that the environmental effects are analyzed in other topic-specific sections of the EIR, such as sections addressing air quality and greenhouse gas emissions.

## Geology and Soils, Minerals, and Paleontology

AECOM will build on the detailed research and setting information that we prepared for the County as part of the City's General Plan and EIR and the County Technical Background Report and General Plan EIR. We also will review the project's geotechnical report, which we assume will be prepared by the applicant.

Per the City's General Plan, the project site is underlain by Alviso silty clay loam and Sycamore silty clay loam, saline. The project site is also noted to have moderate shrink-swell potential and moderate liquefaction potential. We assume, based on our knowledge of the site and surroundings, that the site does not have economically valuable mineral deposits. The City's General Plan shows that the project site is underlain by Holocene Alluvium, which is not paleontologically sensitive. AECOM will complete the Geology and Soils, Minerals, and Paleontology EIR section including existing environment, potential environmental effects (e.g., shaking, liquefaction), design measures and best management practices, and mitigation measures.

## Greenhouse Gas Emissions

The greenhouse gas (GHG) section will include a description of the current science surrounding climate change. The existing setting section will also include a summary of the applicable regulatory framework, including AB 32 (for 2020), SB 32 (for 2030), and Executive Order S-3-05 (for 2050) for GHG emissions and global climate change. The framework for climate action plans and GHG analysis under CEQA is framed by this State-level guidance and California Supreme Court decisions in *Center for Biological Diversity v. California Department of Fish and Wildlife*, commonly known as the "Newhall decision" and *Cleveland National Forest Association v.*

*SANDAG* (as well as the *Friends of Oroville* decision, the *Citizens for Responsible Equitable Environmental Development (CREED) v. the City of Chula Vista*, and the *Sierra Club v. the County of San Diego* decision.

AECOM will develop assumptions that we can use to estimate construction-related and long-term GHG emissions based on the project description. We will use methods consistent with the air quality section to estimate short-term and long-term GHG emissions. We will consider relevant guidance from the Air District, but we anticipate updating this guidance with more recent case law and the updated Air Resources Board Scoping Plan. In addition, since the staff we propose to assist with this project have developed guidance and quantified thresholds for GHG analysis, we can propose appropriate augmentations to the analysis that may be required for this particular assignment. We will develop mitigation, if required, to address a potentially cumulatively considerable impact. This section will focus on GHG emissions and not the potential adverse impacts to the proposed project or project site from the foreseeable effects of climate change. This scope of services does not include hydrological or modeling of future climate conditions.

## **Hazards and Hazardous Materials**

In the Hazards and Hazardous Materials section of the EIR, AECOM will summarize the types of activities and hazardous materials that would be used during construction and operation and will evaluate their potential impacts, including increased use, storage, and disposal of hazardous materials. Construction of the project would involve the storage, use, and transport of hazardous materials (e.g., asphalt, fuel, lubricants, paint). We assume that application of existing regulations, as described thoroughly for CEQA compliance, will reduce or avoid these hazards.

AECOM will evaluate potential hazards from known hazardous waste sites by searching the Cortese List and other database sources, such as Geotracker, and will order a report from Environmental Data Resources. No field verification is proposed. The EIR will describe the current closure status of any hazardous waste sites. This evaluation will rely on information contained in the City's General Plan EIR. The project's potential impacts on emergency response services and consistency with the Local Hazard Mitigation Plan will be addressed.

It may be helpful, if the applicant has not already done so as a part of due diligence exercises, to prepare a Phase I Environmental Site Assessment (ESA) to identify any hazardous materials issues that may affect development of the project site. AECOM can prepare a Phase I ESA efficiently and if directed by the City, we can add this to our scope of services.

## **Hydrology and Water Quality**

The project site is flat, vegetated pastureland and in the vicinity of the site are drainage canals that connect to Peytonia Slough and Suisun Slough. The Suisun Marsh wetlands, to which the project site drains, is listed as an impaired water on the CWA Section 303(d) list for mercury, nutrients, low dissolved oxygen, sediment, total dissolved solids, and chlorides. Water quality at the project site is under the jurisdiction of the San Francisco Bay RWQCB. The project site is within the Federal Emergency Management Agency (FEMA) designated 100-year flood. Flooding in the vicinity of the City generally occurs along waterways, with infrequent localized flooding also occurring due to constrictions of storm drain systems and/or surface water ponding. According to the sea level rise map prepared by the National Oceanic and Atmospheric Administration's Office for Coastal Management, portions of the site may be at risk of flooding related to sea level rise.

AECOM will use existing studies to characterize existing surface and subsurface hydrologic conditions and water quality conditions. The EIR will evaluate potential hydrology and water quality impacts, including short-term impacts from construction of buildings and other features, grading and excavation and handling of hazardous materials, and potential dewatering effluent. The EIR also will address potential changes in the rate of stormwater runoff, as well as water quality impacts. The hydrology and water quality analysis will address the project's compliance with the State's National Pollutant Discharge Elimination Permit (NPDES) and applicable general construction permit. To the degree that treatment options and BMPs are identified, they will be incorporated into the EIR, and where necessary, additional feasible mitigation measures will be identified such as temporary

construction water quality BMPs (i.e., erosion, sedimentation, spills) and permanent, post-construction measures (e.g., landscaping, water quality treatment BMPs).

### **Land Use and Planning, Population, and Housing**

Based on the location, the project site will not physically divide an established community, and our EIR will briefly point this out. This section will briefly describe the existing land uses and potential land use and planning-related effects. We will briefly highlight conflicts with the City's General Plan, Solano LAFCo Standards and Procedures, or the Association of Bay Area Governments (ABAG) and Metropolitan Transportation Commission's (MTC's) Plan Bay Area 2040. Consistency with relevant plans is not necessarily a CEQA issue, but can provide helpful background in understanding how potentially significant effects could be mitigated through the implementation of relevant policies (*The Highway 68 Coalition v. County of Monterey*, et al. [6th Dist. 2017] Cal.App.5th). Land use compatibility issues, such as view obstruction, noise, air pollutant emissions, and traffic will be addressed in separate environmental topic sections of the EIR. We assume no need for analysis of non-CEQA, LAFCo-specific issues in the EIR or as a part of our scope of services.

The project would not directly increase population through construction of new housing. We assume a very brief analysis describing indirect changes in population and housing from creation of employment opportunities based on the U.S. Census Bureau, California Department of Finance, and ABAG projections. AECOM will document the existing and planned future jobs/housing conditions in Suisun City using our databases, information from the Department of Finance and Economic Development Department, ABAG and MTC's Plan Bay Area 2040, and others. The EIR will also include a brief discussion on jobs/housing balance.

### **Noise and Vibration**

Noise in the vicinity of the project site is associated with roadway volumes along SR 12, Pennsylvania Avenue, and Cordelia Street, along with the railroad line. AECOM will collect ambient noise data through two 24-hour (long-term) and up to four 15-minute (short-term) noise measurements. We will document sources and locations of ambient noise in the vicinity of the project site.

The Noise analysis will compare construction noise and potential future operational noise with existing ambient noise levels. Construction noise will be estimated based on the types of equipment that would be used, percent utilization, intervening structures and topography, and distance to noise-sensitive receptors, using the Roadway Construction Noise Model. Operational noise will be estimated and its impact at existing adjacent noise-sensitive uses will be evaluated. Operational noise levels will be estimated using values presented in the literature for noise sources similar to those that the proposed project would create. The EIR also will evaluate construction vibration using average vibration level ranges for typical construction equipment developed by the Federal Railroad Administration. Groundborne vibration levels will be compared to the City's noise standards in the 2035 General Plan.

AECOM will estimate existing and future with project transportation noise using travel demand estimates prepared to support the transportation section of this EIR. A Federal Highway Administration (FHWA)-approved traffic noise prediction model will be used to determine roadway traffic noise levels for existing and existing-plus-project scenarios for affected roadway segments. The EIR will assess potential impacts using noise modeling and standard noise attenuation rates, as well as intervening barriers, distance, and ambient noise sources.

AECOM will propose appropriate mitigation strategies for construction and operation for potentially significant noise impacts based on General Plan guidance (Policies PHS-1.3, 1.4, 1.8 and Programs PHS-1.1 and PHS-1.2).

### **Public Services and Recreation**

The Public Services and Recreation section of the EIR will analyze any increased demands on public services. The project would not provide any new housing that would generate new students or residents in Suisun City; therefore, there would be no impact on schools, parks, other public facilities (i.e., libraries), or recreation facilities.

This evaluation will address whether any physical facilities would need to be improved, constructed, or expanded to serve the project, including those outside of the project site, whose construction could have environmental effects. If so, the secondary effects of expanding, improving, constructing, and operating such facilities will be evaluated. The evaluation also will assess service capability and the potential for the project to adversely affect existing service levels elsewhere in their respective service areas. AECOM will contact relevant service providers to identify the project's service implications and the potential environmental impacts of additional facilities.

The analysis will refer to the Plan for Services, if available, and compliance with existing standards, standard City conditions, and regulations to address the financing and provision of public services, including sustainable water supplies, as well as adequate solid waste and wastewater services and capacity, with no adverse impact on existing ratepayers. The evaluation will assess whether the City would perform any services now being provided by another service provider, and whether substituting the City for that provider would adversely affect the previous provider's ability to maintain services elsewhere in its service area.

## Transportation

AECOM, together with Fehr & Peers, will prepare a transportation impact analysis and the Transportation section of the EIR. The General Plan shifts away from CEQA analysis focused on level of service (LOS), but requires developments to maintain a LOS E standard for roadways and intersections, as feasible. The results of LOS analysis for projects may be used to identify fair-share impact fee contributions or necessary updates to the City's Capital Improvement Plan. Importantly, the City may wish to direct the AECOM Team to prepare a LOS analysis in the beginning of this planning process to identify off-site transportation areas that should be included for analysis in the EIR.

Fehr & Peers will complete an analysis of weekday home-based work (commuter) VMT per employee using the City of Fairfield travel demand model; this VMT metric and model calculation approach is directly consistent with the CEQA VMT analysis approach adopted by the City Council in mid-September 2020. Fehr & Peers will prepare model runs for the model Base Year (2020), Base Year plus Project, Cumulative (Year 2035) and Cumulative plus Project scenarios. Home-based work VMT per employee information for the proposed project and the average overall employment uses in the City will be computed. Plus Project scenario metrics will be compared against the No Project metrics and CEQA impacts will be assessed using the relevant project-level CEQA threshold adopted by the City.

If a significant CEQA impact is identified, Fehr & Peers will develop feasible mitigation measures and evaluate the effectiveness of those measures using data included in the California Air Pollution Control Officers Association (CAPCOA) Quantifying Greenhouse Gas Reduction Measures document; Fehr & Peers will supplement the information in the CAPCOA document with new research commissioned by the California Air Resources Board.

Fehr & Peers will also analyze the proposed project site plan to evaluate access and on-site circulation. Specifically, we will review the project site plan in terms of:

- Site access and interface with public roadway network including adequacy of turn-pocket lengths, driveway throat lengths, sight distance and operations
- Emergency vehicle access and circulation
- Vehicular circulation within the site
- Public parking layout within the site
- Pedestrian access and circulation within and adjacent to the site
- Bicycle access and circulation within and adjacent to the site

Fehr & Peers will also qualitatively evaluate the off-site pedestrian, bicycle and transit network to determine if the proposed project would result in CEQA impacts these facilities.

Fehr & Peers will prepare a Transportation section to summarize the data, analysis, calculations, and results. Fehr & Peers has allocated up to 16 hours of staff time to respond to City staff comments on the Administrative



Draft EIR Transportation section and prepare the Draft EIR Transportation section. Fehr & Peers has allocated up to 16 hours of staff time to respond to public comment on the Draft EIR Transportation section and prepare the Final EIR Transportation Section. Additional effort to respond to comments beyond that identified previously can be accommodated on a time-and-materials basis, subject to a scope and budget amendment.

### **Optional Transportation Task 1: Supplemental “Big Data” VMT Analysis**

*As an option, Fehr & Peers will purchase location-based services “Big Data” VMT information for up to eight similar sites in the vicinity of the proposed project. Fehr & Peers will analyze the data to ascertain if the VMT estimates being provided by the City of Fairfield travel demand model are reasonable. Adjustments to VMT estimates may be made if the Big Data VMT estimates indicate that the model is under or over-representing home-based VMT per worker associated with the logistics center land use.*

### **Optional Transportation Task 2: Level of Service (LOS) Analysis**

*As an option, Fehr & Peers can prepare a LOS analysis. Based on the project description and layout of the surrounding transportation system, it is assumed that 10 study intersections would be included in the analysis. Fehr & Peers will request traffic count data from the City and/or City of Fairfield. It is assumed that Fehr & Peers would need to collect up to eight additional traffic counts; traffic counts will be downloaded for the StreetLight Data traffic count database, which provides data on Year 2019 (i.e. pre-COVID pandemic) traffic volumes.*

*Fehr & Peers will calculate intersection operations for the study intersections for the weekday AM peak hour and weekday PM peak hour using methodologies from the Highway Capacity Manual, 6th Edition, as applied in the Synchro software analysis package. The circulation analysis will include an analysis of Existing, Existing plus Project, Cumulative, and Cumulative plus Project Conditions. Cumulative conditions volumes will be based on information from the City of Fairfield travel demand model. Plus Project scenario traffic volumes will be based on updated trip generation calculations (using data from the ITE Trip Generation Manual, 10th Edition); these estimated project trips will be distributed through the roadway system and assigned to turning movements at the study intersections. Plus Project scenario operations will be compared against the relevant No Project scenario to assess if the project results in new deficiencies using criteria identified in the City’s General Plan and other previously-completed transportation studies; if new deficiencies are found to occur, improvement measures will be identified to remedy the deficiencies. If improvements are identified, the AECOM Team can add analysis of the impacts of these improvements to the EIR scope of services.*

## **Utilities and Service Systems**

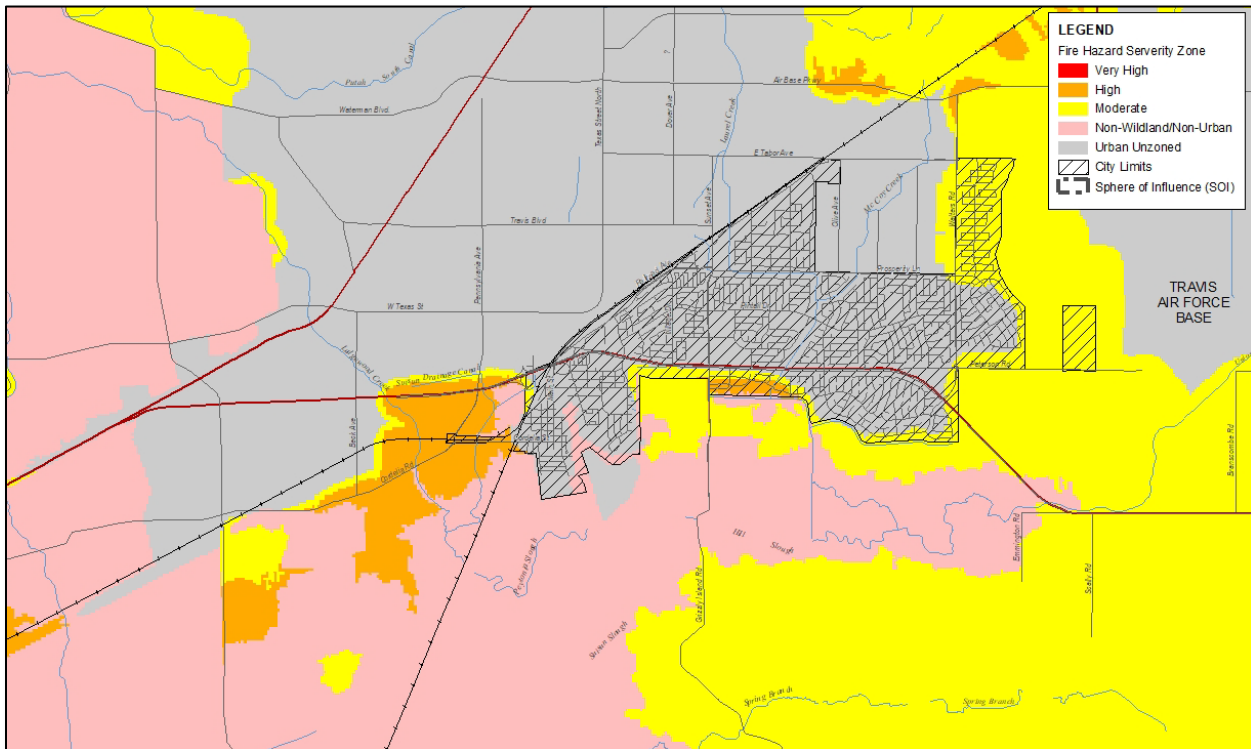
The EIR will describe water supply and conveyance, wastewater collection and treatment, solid waste, and natural gas and electrical services based on the City’s General Plan and based on the utilities master plans commissioned by the applicant.

The EIR will address existing and future public utility demands and services that will be required to serve the project at buildout. This evaluation will focus on potential environmental effects associated with the construction and operation of new, extended, and expanded public infrastructure and services, including on off-site areas.

In accordance with SB 610 (codified as California Water Code Section 10631), the project will require a water supply assessment. We assume this report will be available for our use in preparing the EIR and that it will verify the availability of sufficient water supply to meet the project’s projected water demands during normal, single-dry, and multiple-dry water years over a 20-year projection, which includes consideration of full buildout of the project and cumulative development. The water supply assessment will be an EIR appendix.

## **Wildfire**

AECOM will summarize available information summarizing existing wildfire risk in the vicinity of the project site. We will evaluate emergency response, pollutant exposure to wildfires, and whether the project or required infrastructure improvements could exacerbate fire risk, along with indirect risks (flooding, landslides) associated with wildfires. The EIR will include reference to project design features and standards that have been developed in collaboration with wildfire risk management experts to reduce direct and indirect risks.



*There are no Very High Fire Risk Severity Zones in Local Responsibility Areas in Solano County, though portions of the project site appear to be designated High Fire Risk.*

## Alternatives

AECOM will coordinate closely with the City on alternatives development to ensure that the EIR evaluates a range of alternatives that will meet CEQA requirements. Our scope assumes that the EIR will address up to three alternatives, including the no project alternative, as required by CEQA. In accordance with the CEQA Guidelines, the alternatives will be ones that avoid or have less impact than the proposed project by avoiding resources or constructing smaller project features, while meeting the project's objectives. The environmental impacts of each alternative will be evaluated and the EIR will provide a comparative matrix. The EIR will provide sufficient information about the alternatives for a meaningful comparison with the proposed project, but at a lower level of detail, as allowed under CEQA.

We will present qualitative comparative analyses for most environmental topics, but we can also present some quantitative information on topics of critical concern. We recommend a discussion during project initiation to identify these topics. For example, we frequently develop tabular comparisons for criteria air pollutants and GHG emissions. For biological resources, we can prepare impact tables showing acreages of habitat type disturbed, and supporting habitat map overlays, will be prepared for each alternative.

## Other CEQA-Required Sections

This section of the EIR will address cumulative and growth-inducing effects. It will explain what constitutes a cumulative impact under CEQA and describe the methods used in the evaluation (CEQA Guidelines Section 15130). The Other CEQA-Required Sections discussion will address past, present, and reasonably foreseeable future projects, either approved or proposed, that could interact with the proposed project, including the City's General Plan, to evaluate future growth. AECOM will provide the cumulative context and a map and description of the cumulative context, which we assume will be based on the City's General Plan, Fairfield's General Plan, the Heart of Fairfield Specific Plan, and the County's General Plan. This section also will examine potential growth-

inducing effects (Section 15126.2[d]), significant and unavoidable impacts, and irreversible and irretrievable commitment of resources.

## Administrative Record

Concurrent with the Administrative Draft EIR, AECOM will collect references cited in the EIR. AECOM assumes that the City will be responsible for maintaining all other information that will become part of the administrative record as required by CEQA.

## Task 3 Deliverables:

- Administrative Draft EIR (electronic and 5 hard copies of the body only with technical appendices provided electronically)

## Task 4: Screencheck and Public Review Draft EIR

Following final revisions of the Administrative Draft based on City comments, AECOM will prepare and produce a Screencheck Draft (showing changes in underline/strikeout) and then the Public Review Draft EIR. AECOM will submit the Public Review Draft EIR electronically to the State Clearinghouse, along with the Notice of Completion (NOC), and will provide a Notice of Availability (NOA) to the City for the City to circulate to interested parties that are beyond the Clearinghouse distribution and for the City to publish in the newspaper of record.

During the 45-day comment period on the Draft EIR, AECOM will assist the City in preparing for and conducting a public meeting to receive public comments on the EIR. AECOM's Project Manager will attend one meeting to listen to and record comments. The AECOM Project Manager will provide a brief presentation on CEQA, the findings of the Draft EIR, and next steps in the environmental process. Our proposal assumes that AECOM will arrange for recording and transcription of comments and that the City will arrange a meeting location.

## Task 4 Deliverables:

- Screencheck Draft (electronic)
- Public Draft EIR (electronic and 25 hard copies of the body only with the technical appendix in electronic format)
- Draft and Final NOA and NOC (electronic)
- Draft and Final Meeting presentation

## Task 5: Final EIR

AECOM will meet with the City to discuss comments on the Draft EIR, develop strategies for responses, prepare responses to comments, and prepare an Administrative Final EIR. The Final EIR will consist of comment letters, responses to comments, and excerpts from the Draft EIR showing the resulting changes. AECOM has allocated up to 80 hours for preparing responses to comments and the balance of hours in the task for preparing and producing the Final EIR. AECOM will advise the City if additional effort will be required to respond to comments once all comments have been catalogued. AECOM will code all of the comment letters upon receipt in preparation for the meeting and will develop a comment tracking matrix of the comments and responsible party and due date, especially if numerous comments are received. Following City review of the Administrative Draft Final EIR, AECOM will revise and prepare a Screencheck Final EIR showing changes as underline and strikeout. Following final revisions, AECOM will prepare a Final EIR.

## Task 5 Deliverables:

- Administrative Draft and Screencheck Final EIR (electronic plus 5 hard copies)
- Final EIR (electronic and 25 hard copies)

## Section 4. Cost Estimate

### Task 6: Mitigation Monitoring and Reporting Program

As a part of the Final EIR, we will summarize all mitigation measures in a Mitigation Monitoring and Reporting Program (MMRP). The MMRP will include all mitigation measures and will specify the party responsible for implementing the measure, including responsibility for payment of costs; the agency, department, or division responsible for monitoring compliance with the measure; the timeframe for compliance with the measure; and requirements for reporting to the director as necessary to ensure compliance with the measure. If the mitigation measure uses a performance standard to guide implementation, this will be identified, as well.

#### Task 6 Deliverables:

- Draft and Final MMRP (electronic)

### Task 7: CEQA Findings and Statement of Overriding Considerations

AECOM will review an example CEQA Findings and Statement of Overriding Considerations document from the City, and we can provide the City with some examples, as well, that demonstrate different approaches. After we agree on the template, AECOM will prepare one draft and one final (electronic) version of the CEQA Findings and Statement of Overriding Considerations for use at the certification hearing.

#### Task 7 Deliverables:

- Draft and Final CEQA Findings and Statement of Overriding Considerations (electronic)

### Task 8: Public Hearings

AECOM will attend up to three hearings with the Planning Commission and City Council at which the EIR is considered for certification and will be available to provide a brief presentation and answer questions on the EIR approaches and results. AECOM will assist the City with preparing for the public hearings and with meeting materials such as a PowerPoint presentation.

#### Task 8 Deliverables:

- Presentation summarizing the CEQA process and Final EIR (electronic)

### Task 9: Notice of Determination

We will prepare one Notice of Determination (NOD) for the City to deliver to the County Clerk's office and for AECOM to hand deliver to the State Clearinghouse following certification.

#### Task 9 Deliverables:

- Notice of Determination (electronic)

Based on the above-described level of effort, not including optional tasks, our total labor cost estimate is \$246,990. Fehr & Peers' cost estimate is \$48,590 and our total estimate for other direct costs is \$4,150, for a

grand total of \$299,730. We assume this will be treated as a time-and-materials, not-to-exceed amount. We will only invoice for what is *actually* necessary to complete the requested work.

Fehr & Peers' cost estimate for Optional Transportation Task 1: Supplemental "Big Data" VMT Analysis is \$13,690 and for Optional Transportation Task 2: Level of Service (LOS) Analysis is \$37,335.

The following table provides a cost estimate.

## Assumptions

With the objective of ensuring clarity about the proposal, AECOM has prepared the following assumptions for our scope of work that explain the basis for the cost and effort to implement the work scope.

- Deliverables—We assume all electronic deliverables except as otherwise specified in our scope of services. Printing costs are an allowance – we will only invoice the City for the actual cost of reproduction with no markup.
- Data—our scope of services and cost estimate relies primarily on existing studies, databases, and the available resources identified in our scope of services.
- Schedule—Our cost estimate is based on the proposed schedule. Should significant delay occur (more than 120 days) for reasons beyond our control, we will apply updated labor rates.
- Initiation—The budget is valid for up to 60 days from the date of submittal/opening.
- Review cycles—Review cycles for preliminary documents are presented in the scope of services and additional review cycles are assumed not to be needed.
- Meetings—Costs are included for the number of meetings and hearings specified in the scope of work, including up to four meetings with City staff, as identified in the City's RFP. If additional meetings or hearings are needed, they can be included with an amendment of the budget.
- Shifting budget—Costs have been allocated to tasks to determine the total budget. AECOM may reallocate costs among tasks, as needed, as long as the total budget is not exceeded.
- CEQA changes—The CEQA statutes or guidelines may change during the course of this EIR. If amendments require redoing work already performed or substantially increasing effort, an amendment may be warranted.
- Consolidated comments—The City will provide AECOM with one set of consolidated, non-conflicting comments on deliverables by City staff.
- Challenge—The proposed budget and scope does not include labor, reproduction, or other costs in the event the EIR is challenged or EIR certification is appealed.
- Stable project description—The scope of work and budget are based on the assumption that the project description does not change during the course of the work.
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Suisun Highway 12 Logistics Center EIR  
AECOM COST ESTIMATE

1/19/2021

Task No.	TASKS	Rate/Hour	Project Manager	Biologist (Lead)	Biologist (Senior)	Biologist	Biologist (Senior)	Cultural (Senior)	Cultural	Arch Hist Ctr Ld	Arch Hist	Air Quality Specialist & DPM	Noise Specialist	Env Scientist	Env Scientist	Document Production	GIS	Graphic Artist	Proj Mgmt Asst	Total Hours	Total Dollars
1	Project Initiation		16	4	1				\$80	\$110	\$110	\$115	\$120	\$120			\$90	\$110	\$85	37	\$6,300
2	Notice of Preparation and Public Scoping		8	2	2							16				2	8	4	1	43	\$5,755
3	Prepare Administrative Draft EIR																				
	Introduction		2									6				1			1	10	\$1,340
	Executive Summary		4									16				4			1	25	\$3,285
	Project Description and Project Objectives		6									16					2	4	1	29	\$3,895
	Environmental Settings, Impacts, Mitigation																				
	Aesthetics		4									4				2	4	2	1	49	\$5,935
	Agriculture		4									4		16		1				25	\$3,395
	Air Quality		8									64				1			1	74	\$9,360
	Biological Resources (including peer review)		4	16	12	68	20					4				2	6	2		134	\$14,730
	Cultural and Tribal Cultural Resources		4					32	56	106	40	4				2	4	2	1	251	\$27,275
	Energy		4									20				2	2	2		30	\$3,830
	Geology and Soils, Minerals, and Paleontology		4									4		32		1	2		1	44	\$5,420
	Greenhouse Gas Emissions		8									50				2				60	\$7,780
	Hazards & Hazardous Materials		6									4				2			1	53	\$6,725
	Hydrology & Water Quality		8									4		80		2	2			96	\$11,870
	Land Use & Planning, Population and Housing		6									4		32		2	2	2	1	49	\$6,365
	Noise and Vibration		8									4	64			2	4	2		84	\$10,750
	Public Services and Recreation		6									4		60		1	1		1	73	\$9,300
	Transportation		8									8				1				17	\$2,835
	Utilities and Service Systems		6									4		80		1	1		1	93	\$11,700
	Wildfire		4									4		60		1				69	\$8,675
	Alternatives		16	4	4	4		4		4		40	4	8		1	8		1	106	\$14,120
	Other CEQA		2	2	4	4		2		4		40	4	8		1		2	1	82	\$9,830
	Administrative Record		2	2	2	2		2		2		8	2	2					1	27	\$3,485
	QA/QC & Compile ADEIR Document		24									40				8				72	\$10,920
	Subtotal for Task 3		148	24	22	78	20	40	56	116	40	356	74	266	202	40	38	18	14	1,552	\$192,820
4	Screencheck and Draft EIR		16									24				8			1	49	\$7,365
5	Final EIR		24	2	2			2		2		16		12	12	8			1	81	\$12,205
6	MMRP		8									8				2			1	19	\$3,035
7	CEQA Findings and SOCs		8									8		40	16	4			1	77	\$9,905
8	Public Hearings		24									24							1	49	\$8,245
9	Notice of Determination		4									4								8	\$1,360
	Total Labor Hours		256	32	27	78	20	42	56	118	40	472	74	318	230	64	46	22	20	1,915	
	Total Direct Labor Dollars		\$57,600	\$5,760	\$3,780	\$7,020	\$1,700	\$5,880	\$4,480	\$12,980	\$4,400	\$54,280	\$8,880	\$38,160	\$26,450	\$7,360	\$4,140	\$2,420	\$1,700		\$246,990

SUBCONSULTANT COSTS

1. Subconsultants	
Fehr & Peers	\$48,590
Total Subconsultant Costs	\$48,590

OTHER DIRECT COSTS

Printing	
Admin Draft EIR (5 copies)	\$250
Public Draft EIR (25 copies)	\$1,250
Admin Final EIR (5 copies)	\$150
Final EIR (25 copies)	\$750
Subtotal Printing	\$2,400
Other Reproduction	
Mileage/Vehicle Rental/Fuel/Per Diem	\$100
Maps/Supplies/GPS Unit Use	\$500
Postage/Delivery	\$300
Records Search (Cultural)	\$50
Records Search (Cultural)	\$800
Total Other Direct Costs	\$4,150
TOTAL ESTIMATED COST	\$299,730



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## Section 5. Schedule

AECOM will be available to begin work immediately upon award and executing a contract. We propose to expedite the schedule by first preparing a detailed annotated outline of the EIR for discussion during the kickoff meeting, and by developing and maintaining a detailed project schedule, expediting preparation of the project description for use in preparing the Administrative Draft EIR, and maximizing the content of previous CEQA documents, including the City's General Plan and EIR.

Our preliminary schedule is presented below. Our schedule approach includes working up front with the City to request needed information.

Task	Estimated Start	Estimated End
Execute Contract	2/15/2021 (assumed)	2/15/2021
Project Initiation	2/15/2021	2/26/2021
Notice of Preparation and Public Scoping	3/1/2021	4/16/2021
Prepare Administrative Draft EIR	4/19/2021	8/20/2021
Screencheck and Draft EIR	9/13/2021	10/22/2021
Final EIR	12/6/2021	2/25/2022
Mitigation Monitoring and Reporting Program	2/28/2022	3/4/2022
CEQA Findings and Statement of Overriding Considerations	2/28/2022	3/25/2022
Public Hearings	TBD	TBD
Notice of Determination	TBD	TBD

## Section 6. Acceptance of Contract Terms

AECOM has contracted with the City of Suisun City several times in the last few years. We have reviewed the standard agreement and would ask the City to consider the following edits. Yellow and underlined indicates text to be added. Redline strikeout indicates text to be removed.

### 1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest customary professional standards in performing the work and services required hereunder and that all materials will be ~~both of good quality as well as fit for the purpose intended.~~ For purposes of this Agreement, the phrase "~~highest~~ professional standards" shall mean those standards of practice recognized by one or more ~~first-class~~ reputable firms performing similar work under similar circumstances.

### 1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be ~~fully~~ reasonably acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

### 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, ~~less contract retention~~; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

### 2.4 Invoices.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within ~~forty-five (45)~~ thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to

City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. However, only that portion of the invoice so contested may be withheld from payment and the undisputed portion will be paid as provided herein. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

### 3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, health emergencies, epidemics and pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

### 4.1 Representatives and Personnel of Consultant.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. In the event a Principal becomes unavailable due to separation from employment with Consultant, long-term illness/disability, or death, City may elect to terminate this Agreement or allow Consultant to nominate a replacement with equivalent qualifications for City's approval, which shall not be unreasonably withheld. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

### 5.1 Insurance Coverages.

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

### 5.2 General Insurance Requirements.

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

policies, redacted to the extent necessary to protect Consultant's confidential or proprietary information, at any time at the Consultant's offices.

(c) Primary/noncontributing. Coverage provided by Consultant which affords additional insured status shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

(i) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and authorized agents, ~~and volunteers~~ shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

### 5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, ~~defend~~ and hold harmless the City, its officers, employees and authorized agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, ~~any and all~~ actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities ~~whether actual or threatened~~ (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity ~~arising out of or in connection with~~ to the extent caused by the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or to the extent arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and reasonable attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, authorized agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, authorized agents, and employees harmless therefrom;

(c) In the event the City, its officers, authorized agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant

hereunder, Consultant agrees to pay to the City, its officers, authorized agents or employees, ~~any and all~~ costs and expenses incurred by the City, its officers, authorized agents or employees in such action or proceeding, including but not limited to, legal costs and reasonable attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities to the extent arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be come the property of City upon proper payment for the Consultant's services and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City ~~may~~ shall give prompt written notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the

### **7.3 Retention of Funds.**

Consultant hereby authorizes City to deduct from any amount payable to Consultant ~~(whether or not arising out of this Agreement)~~ (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's negligent acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to

withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

### **7.7 Liquidated Damages.**

~~Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of \$ \_\_\_\_\_ (\_\_\_\_\_ Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.~~ **Not used.**

### **7.8 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon ~~sixty (60)~~ **thirty (30)** days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

### **8.3 Covenant Against Discrimination.**

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

### **9.4 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council **and signed by the parties**. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.



**9.8 Waiver of Consequential Damages.**

In no event shall either party or their parent companies, affiliates, and subsidiaries, and their respective directors, officers, and employees be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages of any kind or character, including, without limitation, lost profits, loss of revenue, loss of use, or interruption of business, arising from or relating to this agreement, even if advised of the possibility of such damages.

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# Resumes



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**Matthew Gerken, AICP**  
Project Manager

**Education**

M.A., Urban and Regional Planning,  
University of North Carolina at  
Chapel Hill, 2001

B.A., Geography, University of Iowa,  
1997

**Registrations and Certifications**

American Institute of Certified Planners

**Years of Experience**

With AECOM: 19

2001 to Present

With Other Firms: 0

**Affiliations**

American Institute of Certified Planners

American Planning Association

Association of Environmental  
Professionals

Matthew Gerken is an urban and regional planner with broad and deep experience, including managing and authoring numerous specific plans, general plans, urban infill and redevelopment plans, downtown plans, and corridor plans and CEQA and NEPA documents for these plans. His experience includes innovative development streamlining strategies, GHG review and streamlining strategies, and related work. He is familiar with Suisun City and Fairfield resources, issues, opportunities, and stakeholders from managing AECOM's work on the Suisun City General Plan Update, the Waterfront District Specific Plan and environmental review, the Zephyr Estates CEQA analysis and documentation, the Mt. Calvary Baptist Church Mixed-Use Project, the Fairfield Train Station Specific Plan and EIR, among several other relevant and local projects. He has also managed several mixed-use, greenfield projects with similar features to the Highway 12 Logistics Center, including, but not limited to the Magnolia Ranch Specific Plan and EIR, the Whitmore Ranch Specific Plan and EIR, Crows Landing Business Park Specific Plan and EIR, the Woodland Business Park Specific Plan EIR, and the Woodland Research and Technology Park Specific Plan and EIR, among many others.

**Experience**

**City of Merced, Walmart Regional Distribution Center EIR, Merced, CA.** Environmental planner. AECOM prepared the EIR for this Walmart distribution center in the city of Merced. The proposed project was a regional distribution center with approximately 1.1 million square feet of distribution/warehouse, 37,000 square feet of office/support area, related buildings, and 100 acres of paved area on a 230-acre largely undeveloped site. EIR was upheld through litigation at all levels: Superior Court, Fifth District Court of Appeal, and State Supreme Court. The State Supreme Court ruled in favor of the City of Merced and decided not to hear the appeal of a Fifth District Court of Appeal decision that found no problems with the EIR on the project.

**Stanislaus County, Crows Landing Industrial Business Park Specific Plan and EIR, Stanislaus County, California.** Matthew led the preparation of a Specific Plan, Specific Plan EIR, and several supporting technical studies for reuse of a 1,500-acre former Naval Air Station in Stanislaus County planned for 14,000 to 15,000 jobs at full buildout. The Specific Plan is designed to leverage competitive advantages of this location for relevant industry sectors, and to provide flexible guidance that can guide development in this area over the next 30 years. With the scale and history of this project, as well as the diverse land use array accommodated in the Specific Plan, the EIR has provided clarity on a range of complex issues, and offers a rigorous analysis and mitigation program for this very high-profile project. The EIR also anticipates and provides proactive guidance for the various future approvals and permits that will ultimately be required for implementation of the Specific Plan. Key issues included existing agricultural operations and land use compatibility related to agriculture and noise, transportation, air quality and greenhouse gas emissions, hazardous materials, including that related to groundwater, water quality and supply, and drainage. Based on AECOM's performance on the Specific Plan and EIR, we have also been retained to provide NEPA clearance for the initiation of the Specific Plan, as well as assist the County with obtaining funding for infrastructure improvements.

**City of Suisun City, General Plan, Development Code Update, and CEQA Analysis. Solano County, CA.** Project manager for this comprehensive policy update and revision to the City's Municipal Code. Mr.

Gerken is also leading the CEQA analysis of these policy and code changes, which is structured not as a separate EIR, but as an integrated policy and environmental document. As a part of this program, the City is closely examining transportation policies, methods for inducing reinvestment and infill development, how to encourage employment and commercial services development, and strategies for conserving sensitive biological resources and improving water quality. The integrated planning and environmental analysis allows assessment of programmatic impacts relative to greenhouse gas emissions efficiency targets.]

**City of Suisun City, Downtown Waterfront Specific Plan and CEQA Review, Solano County, CA.**

Project manager for this Specific Plan, which includes a variety land use changes to promote residential and economic development of the Specific Plan Area. The work program combines strategic market and economic analysis with urban design and a regulatory framework that facilitates development consistent with the City's recently updated General Plan. AECOM designed a streamlined environmental review process that reduces administrative burden on City staff, both during the Specific Plan process and also in entitling future development that is consistent with the Specific Plan.

**City of Suisun City, Zephyr Estates CEQA Review, Solano County, CA.** Project manager for this IS/MND analyzing the potential environmental impacts of this subdivision proposed for 59 single-family residential lots and a commercial parcel of 1.5 acres. AECOM is providing a very efficient environmental review due, in part, to our extensive environmental database for Suisun City and Solano County.

**City of Suisun City, Mount Calvary Baptist Church Mixed-Use Village Environmental Impact Report, Suisun City, CA.** Project director for an environmental impact report (EIR) evaluating the construction and operation of 60-acre mixed-use project to be annexed to the City of Suisun City that proposes senior affordable housing, a business center, a large church worship hall, self-storage facilities, and ancillary buildings to support youth development, child development, counseling, fitness, family entertainment, health and wellness. Key issues include coordination with the adjacent Travis Air Force Base, transportation, biological resources, and stormwater management. Prior to the development of the EIR, the site planning efforts were coordinated with drainage needs, issues related to the adjacent Travis Air Force Base, and an assessment of on-site biological resources, including extensive seasonal wetlands and protocol-level special-status plant species surveys.

**City of Fairfield, Fairfield Train Station Area Specific Plan and EIR, Solano County, CA.** Mr. Gerken served as project manager for this integrated specific plan/EIR process to guide redevelopment, new development, and conservation for a 2,970-acre site focused on a planned Amtrak train station. AECOM's integrated environmental and planning process was fundamental to the success of this project, given the considerable challenges and opportunities associated with this site, including sensitive biological resources; an adjacent air force base; a mainline railroad bisecting the site; existing industrial development; the need to finance major infrastructure improvements; and the city's intent to set an example for high-quality, transit-oriented planning. A public visioning process, market absorption analysis, and environmental constraints analysis guided the land plan. AECOM's Sustainable Systems Integration Model was used to analyze and optimize environmental benefits, including greenhouse gas emissions efficiency, with mitigation costs. The land plan and circulation network encourages transit, bicycle, and pedestrian mobility, while also accommodating automobile travel and freight transport along planned railroad spurs. Habitat conservation areas were incorporated into the plan's open space system.

**Sacramento Local Area Formation Commission (LAFCo), Kammerer Road Sphere of Influence Amendment EIR, Sacramento County, CA.** Project manager for this Sphere of Influence Amendment EIR to promote future commercial development. The project site is within unincorporated Sacramento County and is primarily used for extensive dry farmed and irrigated croplands and vineyard operations. The area currently consists of approximately 1,156 acres of agricultural land west of State Route 99, south of Kammerer Road and east of McMillan Road. The project is a landowner initiated proposal to amend the City of Elk Grove Sphere of Influence (SOI), the Sacramento Area Sewer District (SASD) SOI, and the Sacramento Regional County Sanitation District (SRCSD) SOI. The purpose of this Sphere of Influence is to provide holding capacity for the City of Elk Grove to be able to plan solutions for their continuing needs for employment opportunities and expanding population. Following successful preparation of an EIR, the City has revised the proposed project to include the potential for larger-scale logistics uses and additional light industrial development for approximately 500 acres at the fringe of the

City's planning area. The EIR and SEIR is focused on wetlands and other biological resources, traffic, transportation, GHG emissions, air quality, and planned utilities services.

**Yuba County, Magnolia Ranch Specific Plan Review and EIR, Yuba County, CA.** Project manager. AECOM was selected to provide staff assistance in managing the preparation of the Magnolia Ranch Specific Plan and providing comprehensive environmental analysis and CEQA documentation. The specific plan area was the most substantial new growth area added to Yuba County's general plan in 2010 and represents a highly visible and important project for the county. Because AECOM worked on the general plan and EIR, AECOM's staff has an intimate familiarity with local environmental issues, county policies and standards, and the issues that should be the focus of project-level analysis for developments and infrastructure improvements. AECOM was selected, in part, because of its unique ability to provide the county with a predictable, efficient, and cost-effective environmental review of the specific plan. AECOM's policy work has established programmatic mitigation for development and infrastructure projects in Yuba County, including this specific plan, and has established locally relevant CEQA significance thresholds. Key issues include infrastructure and service provision, compatibility with the adjacent Air Force Base, traffic congestion and the need for transportation facility improvements, air quality and climate change, direct and indirect agricultural impacts, and biological resources.

**Solano County, General Plan Update and EIR, Solano County, CA.** Senior Planner. AECOM completed a comprehensive update to the County's General Plan covering a full range of state-mandated topics (land use, housing, transportation, open space, resource conservation, safety and noise) as well as locally important issues such as agriculture, economic development, fiscal stability, sustainable growth, wind power resources, and climate change.

**City of Woodland, Woodland Park Specific Plan and Draft EIR, Woodland, CA.** Project Manager. Woodland Park was proposed as a 900-acre area to be annexed to the City of Woodland to develop a logistics and warehousing center within the city of Woodland. Because of stormwater drainage constraints on the site, a critical challenge was the location and design of detention and conveyance facilities to maximize development potential and offer pedestrian and recreational amenities. Key issues were wetlands and other biological resources, air quality, transportation, hazardous materials, infrastructure, and flooding.

**City of Woodland, Woodland Research and Technology Park Specific Plan and EIR, Woodland, CA.** AECOM is preparing the Specific Plan and EIR for this 350-acre, mixed-use Specific Plan that will involve annexation to the City of Woodland and is expected to accommodate logistics, light industrial, retail, commercial services, offices, and residential uses. Our work on the City's General Plan, Climate Action Plan, and General Plan EIR are being used to frame the analysis and mitigation for this high-profile, job-generating proposal.

**City of Rocklin, Rocklin Crossings Commercial Development and Rocklin 60 EIRs, Rocklin, CA.** Project Manager for the Rocklin 60 residential project EIR and Assistant Project Manager for commercial Rocklin Crossings EIR. The Rocklin Crossings project includes the construction of a regional shopping center on approximately 60 acres at the intersection of Interstate-80 and Sierra College Boulevard. A variety of retail uses were proposed for the center, including major tenants (expected to be a Walmart Supercenter and a Home Depot, and eventually included the Bass Pro Shop), smaller retail tenants and restaurants. The Rocklin 60 EIR examines impacts associated with 177 single-family residential units on approximately 60 acres adjacent to the large-scale commercial development. Key issues include air quality, traffic, noise, aesthetic impacts, biological resources, cultural resources, greenhouse gas emissions, and public services and facilities.

**Solano County Government (Office) Center, Solano County, CA.** Assistant Project Manager and Lead Analyst for a large new office complex that has now been constructed in downtown Fairfield. The project involved demolition of several buildings, some of which contained hazardous materials, and construction of over 300,000 square feet of new office space and a five-story parking structure. Key issues for the analysis and reporting in his EIR included both short-term (construction) and long-term (operational) impacts such as noise, traffic circulation and parking, historic architecture, and traffic.



## Charles Battaglia

Biologist/Wetland Ecologist

### Education

MS, Range Management, University of California, Berkeley, 2005

BS, Environmental Biology and Management; minor in Insect Ecology, University of California, Davis, 2000

### Years of Experience

With AECOM: 15

2006 to Present

With Other Firms: 2

### Training

Vernal Pool Branchiopods Identification and Wet Season Survey Workshop. Davis, CA 2018

Surface Water Ambient Monitoring Program (SWAMP) Bioassessment Program and Field Procedures for Freshwater Invertebrate and algae, Sacramento, CA, 2016

California Rapid Assessment Method (CRAM) for Riverine and Estuarine Wetlands (2011) and Vernal Pool Wetlands (2015)

Biotechnical Stream Bank Stabilization Workshop, Salix Applied Earthcare, Redding, 2010

Advanced Wetland Delineation (2008) and Wetland Delineation (2007), San Francisco State University, College of Extended Learning, Tiburon

Endangered Species Regulation and Protection, University of California Extension, Davis, 2006

CEQA Basics Workshop, Association of Environmental Professionals, Sacramento, 2006

Motorboat Operator Certification Course (MOCC trained), 2013

### Affiliations

California Society of Ecological Restoration

California Invasive Plant Council

The Wildlife Society, Western Section

Charles Battaglia is an ecologist and project manager with a strong background in aquatic resource assessment and management, especially as it applies to riparian, stream, and wetland ecology. He conducts field surveys for special-status plants, fish, and wildlife, sensitive communities, and essential habitats. Mr. Battaglia has implemented and/or managed restoration projects, benthic macroinvertebrate and fisheries projects, and projects tasked with identifying biological constraints and associated avoidance and mitigation measures. He supports or leads projects undergoing the California Environmental Quality Act (CEQA) and has written numerous sections on biological resources for infrastructure, electric and gas transmission, restoration, and water and land management projects. He also has experience obtaining permits from the U.S. Fish and Wildlife Service (USFWS), U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and the California Department of Fish and Wildlife (CDFW). Mr. Battaglia has worked on projects in the Sacramento and San Joaquin Valley, Central and Northern Inner Coast Ranges, Sierra Nevada, Modoc Plateau, and Mojave Desert.

### Experience

**California Department of Water Resources, Bradmoor Island Restoration, Solano County, CA.** Project Biologist. Mr. Battaglia authored the vegetation and wetlands portion of the CEQA addendum to the Suisun Marsh Management Plan Final EIS/EIR and the USFWS/NMFS biological assessment, and he provided senior technical review on both documents. In addition, he led the aquatic resources/wetland delineation field surveys, wrote the subsequent delineation report, and worked closely with the USACE throughout the project. AECOM is providing environmental compliance and permitting services for the Bradmoor Island and Arnold Slough Tidal Restoration Project. Services include technical studies (wetland delineation, cultural resources, special-status species), preparation of a CEQA addendum to the Suisun Marsh Program EIS/EIR, Delta Plan consistency determination, preparation of an amendment to biological assessments submitted to the NMFS and USFWS, USACE Nationwide Permit 27 application, San Francisco Bay Conservation and Development Commission Suisun Marsh Development Permit application, San Francisco RWCQB Section 401 Water Quality Certification application and preparation of a project description, environmental commitments, adaptive management and monitoring plan, and long term management plan for the restoration sites.

### **California Department of Water Resources, Suisun Marsh Status and Trends Report for the Suisun Marsh Program.**

Ecologist and technical writer responsible for conducting in-depth analysis of past data and reports, including USFWS biological

opinions and Suisun Marsh protection plans, and developing draft report sections for DWR. Mr. Battaglia completed two draft reports for sections covering plant community monitoring and marshwide vegetation surveys from 2000 to 2010 and from 2011 to 2015, addressed comments provided by DWR, and the sections were then incorporated into their final reports. The Suisun Marsh Program–Status and Trends Reports are required and/or agreed upon by operating permits issued by the State Water Resources Control Board (SWRCB), San Francisco Bay Conservation and Development Commission (BCDC), USACE, and CDFW, and the vegetation monitoring and reporting is necessary to monitor changes in Salt Marsh Harvest Mouse habitat.

**The Nature Conservancy, The Nature Conservancy Easement Documentation, Solano County, CA.**

Wetland ecologist who conducted a detailed wildlife habitat assessment, mapped habitat types, and authored the biological resources section of an easement documentation report for a 145-acre TNC easement located in Suisun Marsh. Before conducting the fieldwork, Mr. Battaglia obtained background information through interviews with the landowner (who operated a duck hunting club on the property), and reviewed baseline vegetation mapping produced by DFG. The report characterized the conservation values of each habitat on the property and the role they provide for the preservation and enhancement of waterfowl and upland game species habitat and as an ecologically valuable buffer zone between Suisun Marsh and proximate urban and industrial development.

**Ducks Unlimited, Yolo Bypass Habitat and Drainage Improvement Project, Yolo County, CA.**

Project manager and lead biologist responsible for biological field surveys and reporting. Mr. Battaglia led field surveys, which included mapping habitat types, including sensitive wetland and aquatic habitats, and assessing their potential to support special status-plant, wildlife, and fish species, particularly giant garter snake, delta smelt, salmonids, and green sturgeon. Potential jurisdictional wetlands were also mapped at a constraints level using a Global Positioning System (GPS) for future wetland delineation work. Mr. Battaglia was the primary author of the biological resources chapter of a CEQA Initial Study/MND, the USFWS biological assessment, and he provided senior technical support and review on the NMFS biological assessment, which was written by a junior fisheries biologist.

**California Department of Fish and Wildlife, Liberty Island Proposed Ecological Reserve Land Management Plan, Solano County, CA.**

Project manager and lead ecologist who was the primary author of the management plan and CEQA initial study, and also served as reviewer of sections covering vegetation communities, fish and wildlife resources, sensitive species and habitats, and management goals and objectives. The proposed reserve consists of over 4,300 acres of tidal marsh, subtidal open water and shallow aquatic vegetation, riparian forest and scrub, and upland habitats located at the southern end of the Yolo Bypass in the northern Sacramento–San Joaquin Delta. The plan will provide comprehensive guidance for management of natural resources, public access, interpretation, and restoration projects in the Liberty Island Proposed Ecological Reserve.

**California Department of Water Resources, Bay Delta Conservation Plan EIR/EIS, Northern and Central CA.** Ecologist and restoration ecologist for the EIR/EIS to evaluate a habitat conservation plan for ongoing and future operations of the federal Central Valley Project and the State Water Project, including both habitat restoration and improved conveyance facility elements. Mr. Battaglia conducted special-status plant surveys, supervised the biological monitoring of geotechnical drilling, and was involved in evaluating and writing several sections on terrestrial biological resources and environmental consequences. This highly complex and controversial project is considered one of the most significant water resources planning programs undertaken in California in the past 30 years. AECOM led impact analyses related to terrestrial biology, greenhouse gas emissions, land use, recreation, aesthetics, socioeconomics and environmental justice, cultural and paleontological resources, and noise.

**City of West Sacramento, Port of West Sacramento Metal Recycling Facility EIR/EIS, Yolo County, CA.** Lead biologist and wetland ecologist on an CEQA EIR project for a proposed scrap metal shredding and recycling facility at the Port of West Sacramento. Mr. Battaglia performed plant and wildlife surveys and a wetland delineation on the site and was the author of the biology section of the EIR and wetland delineation report.

## Wendy Copeland

Senior Environmental Scientist

### Education

MS, Plant Pathology, University of Georgia

BS, Plant Science, University of Delaware

### Years of Experience

With AECOM: 15  
2003-2015, 2018-Present  
With Other Firms: 6

### Training

Forest Plan Implementation, "Plan to Project," U.S. Forest Service, 2002

### Affiliations

Society of Vertebrate Paleontology  
Geological Society of America  
Association of Environmental Professionals

Wendy Copeland is an environmental scientist with 21 years of experience. Ms. Copeland specializes in environmental analyses related to aesthetics (visual resources), geology, paleontology, minerals, hazards and hazardous materials, hydrology and water quality, and recreation. She has worked on numerous projects for the City and throughout Solano County, San Francisco Bay Area, and the Sacramento and San Joaquin Valleys. She has worked on both CEQA and NEPA projects for a wide variety of clients, ranging from private industry (residential/commercial developers and power companies) to government regulatory agencies—local (city/county planning and public works departments throughout northern California), State of California (California Department of Water Resources, California State Parks, California Department of Transportation, California Department of Fish and Wildlife, California Department of Corrections and Rehabilitation) and federal agencies.

### Experience

#### *Development Projects*

**Stanislaus County, Crows Landing Industrial Business Park EIR, Stanislaus County, CA.** Authored the geology/minerals/paleontological resources, hazards and hazardous materials, and hydrology and water quality sections of the Administrative Draft EIR for this project to redevelop approximately 1,500 acres of the former Crows Landing Naval Auxiliary Landing Field as a business park. Since 1987, several phases of subsurface investigations have been conducted to evaluate the extent of effects to soil and groundwater at the project site from previous site activities related to the former Crows Landing Flight Facility. These investigations determined that various areas of the project site contained contaminated soils that required remediation. In addition, a contaminated groundwater plume is present underneath the site, and has migrated off-site to the east. Groundwater remediation is ongoing, and a land-use exclusion was implemented to prevent the drilling of new groundwater wells adjacent to the plume to prevent future migration of contaminated groundwater. Demolition of older on-site structures has the potential to encounter known asbestos-containing materials, and mitigation measures were incorporated into the EIR. Finally, excavation for proposed freeway interchange improvements has the potential to encounter refuse materials at a landfill, and avoidance measures were incorporated into the EIR.

**City of Suisun City, Downtown Waterfront Specific Plan, Suisun City, Solano County, CA.** Prepared the draft findings of fact and Initial Study checklist under the exemptions opportunities that are afforded under Public Resources Code Section 21083.3. This provision of the CEQA statutes relates to environmental impacts that are "peculiar to a particular project or site" and are covered by adopted "uniformly applied development policies or standards" such as those contained in a general plan. The Downtown Waterfront Specific Plan was prepared to guide infill development and redevelopment of the historic downtown area of Suisun City, adjacent to Suisun Marsh.

**City of Suisun City, General Plan Update, Solano County, CA.** Authored the geology and minerals, paleontological resources, hazards and hazardous materials, and hydrology and water quality general plan background reports for this update to the City of Suisun City General Plan.

**City of Suisun City, Mt. Calvary Baptist Church Village EIR, Suisun City, CA.** Authored the visual resources, geology and paleontological resources, hazards and hazardous materials, and hydrology and water quality sections of this EIR evaluating a new mixed-use development on the east side of Suisun City, near Travis Air Force Base. The project includes a 20-acre wetland preserve, church and chapel,

church and community-related educational center, family life center, conference/banquet center, senior affordable housing, business center, and associated utilities and roadway improvements.

**City of Suisun City, Zephyr Estates Development Project IS/MND, Suisun City, CA.** Authored the geology, hazards and hazardous materials, hydrology and water quality, and paleontological resources section of this IS/MND for a 55-lot residential development and 1.5 acres of commercial uses.

**Solano County, Woodcreek 66 Development Project IS and EIR, Solano County, CA.** Authored the geology, hazards and hazardous materials, and paleontological resources sections of the IS, and prepared a landslide hazard analysis as well as the hydrology and water quality section of the EIR, for this 66-lot, single-family, residential subdivision on 33 acres in western Solano County.

**California Department of Water Resources, Addendum to Suisun Marsh Habitat Management, Preservation, and Restoration Plan EIR, Suisun Marsh, CA.** Prepared the geology and groundwater section of this EIR addendum evaluating proposed tidal restoration of a combined 609 acres at Bradmoor Island and Arnold Slough, along with adaptive management actions at the existing Blacklock restoration site in the northeastern Suisun Marsh. The project would increase the available Delta Smelt and Longfin Smelt habitat, and enhance the quality of habitats to support more special-status and native wildlife.

**City of Woodland, Woodland Research and Technology Park Specific Plan Environmental Impact Report, Woodland, CA.** Authored the geology/minerals/paleontological resources, hazards and hazardous materials, hydrology and water quality, recreation, and visual resources sections of this EIR for a 351-acre specific plan that included approximately 1,600 residential dwelling units, 1.1 million square feet (sf) of business park, 1 million sf of light industrial and commercial uses, and a 16-acre central park. The EIR also evaluated potential impacts associated with modifications to a Caltrans State Route/local roadway interchange, and an off-site regional detention basin. The project qualified for streamlining provisions under the State CEQA Guidelines Section 15183 (projects consistent with a community plan or zoning) based on a recent update to the City of Woodland General Plan.

**City of Fairfield, Fairfield Train Station Area Specific Plan EIR, Fairfield, CA.** Authored the geology, minerals, and paleontological resources section of this EIR for a specific plan that would guide mixed-use development on approximately 2,970 acres north of Travis Air Force Base.

**Yuba County, Magnolia Ranch Specific Plan EIR, Marysville, CA.** Authored the geology, minerals, and paleontological resources section for this EIR evaluating construction of a mixed-use development project on 1,028 acres southeast of the City of Marysville.

**City of Elk Grove, Multi-Sport Complex and Southeast Industrial Annexation Area Supplemental EIR, Sacramento County, CA.** Authored the aesthetics, agricultural resources, geology and paleontological resources, hazards and hazardous materials, and hydrology and water quality sections; and assisted with preparation of the biological and cultural resources sections; of this SEIR to develop approximately 571 acres with commercial, industrial, and mixed uses. The original EIR and a City Sphere of Influence Amendment to include the project site, as approved by the Sacramento Local Agency Formation Commission, focused on a proposed 100-acre multi-sport complex to include lighted outdoor sports fields, a stadium/amphitheater, and fairgrounds. The SEIR focused on a change in the proposed 100-acre land use from multi-sport complex to light industrial and regional commercial. The SEIR also analyzed details related to a variety of new off-site drainage improvements that would be required in wetland areas, with potential impacts to a variety of special-status species.

**Stanislaus County, U.S. Economic Development Agency Environmental Analysis, Crows Landing Industrial Business Park Phase 1A Water Supply System, Stanislaus County, CA.** Prepared a NEPA "Environmental Narrative" analysis as required by the U.S. Economic Development Agency to support a grant application for a new water supply and distribution system to supply Phase 1A of the Crows Landing Industrial Business Park. The project involved installing a new groundwater well and monitoring well within the Crows Landing Community Service District, 1.2-million-gallon water storage tank and pump station, pressure reducing station, groundwater treatment facility, and 1.5 miles of water transmission force mains. Prepared an Environmental Narrative that analyzed historic/archaeological resources, land use and zoning, important farmland, wetlands, floodplains, endangered species, solid waste management, hazardous or toxic substances, water resources, transportation, noise, cumulative effects, and alternatives.

**Richard Deis, RPA**  
Senior Archaeologist

**Education**

M.A., Anthropology, California State University, Sacramento, 1999  
B.A., Business, California State University, Fresno, 1970  
Geomorphology, taught by Fred Nials, University of Nevada, Reno, 2001  
Lithic Analysis, taught by Daniel Amick, University of Nevada, Reno, 1996

**Registrations and Certifications**

Register of Professional Archaeologists, #11448  
Principal Investigator, Bureau of Land Management (BLM), Nevada, Cultural Resources Permit  
Principal Investigator, Bureau of Land Management (BLM), California, Cultural Resources Permit

**Years of Experience**

With AECOM: 20  
2000 to Present  
With Other Firms: 10

**Affiliations**

Society for California Archaeology  
Society for American Archaeology  
Nevada Archaeological Association

Richard Deis has over 30 years of experience in archaeology. He has served as project manager and field supervisor on numerous archaeological surveys in Northern California and Nevada, authored or co-authored more than 400 cultural resource inventory reports, and completed numerous National Register evaluations. His particular areas of expertise are lithic technology and shell bead and ornament analyses with an interest in studies related to ethnic boundaries and population replacement, acculturation, and determining ethnicity and recreating culture history from historic remains. Mr. Deis has current experience as a project manager and field director conducting and supervising archaeological investigations throughout California. He has worked He meets the Secretary of the Interior's standards for work in archaeology.

**Project Experience**

**City of Suisun City, Mount Calvary Baptist Church Mixed-Use Village Environmental Impact Report, Suisun City, CA.** Senior archaeologist who wrote potential impact assessment and cultural resources section of EIR after staff conducted a pedestrian survey. Project evaluated the construction and operation of 60-acre mixed-use project to be annexed to the City of Suisun City that proposes senior affordable housing, a business center, a large church worship hall, self-storage facilities, and ancillary buildings to support youth development, child development, counseling, fitness, family entertainment, health and wellness.

**City of Woodland, Woodland Research Park Environmental Impact Report, Woodland, CA.** As Senior archaeologist provided senior review of cultural resources technical studies and DPR

forms and co-authored technical report and cultural resources section of EIR with staff architectural historian. AECOM is preparing the Specific Plan and EIR for this 350-acre, mixed-use Specific Plan that will involve annexation to the City of Woodland and is expected to accommodate logistics, light industrial, retail, commercial services, offices, and residential uses.

**Yuba County, Magnolia Ranch Specific Plan Review and EIR, Yuba County, CA.** Senior archaeologist who prepared cultural resources study and impact assessment for the EIR. The specific plan mixed-use development of approximately 900 acres was the most substantial new growth area added to Yuba County's general plan in 2010 and represents a highly visible and important project for the County.

**Sacramento Local Agency Formation Commission and City of Elk Grove, Commercial and Industrial Developments, Multi-Sport Park Complex and Sphere of Influence Amendment EIR, Elk Grove, Sacramento County, CA.** Senior archaeologist who provided senior review of archaeological study and cultural resources sections of EIR. The EIR analyzed future commercial and industrial developments, constructing a sports complex for soccer and other field sports, a stadium, an agricultural fairground, other future development, and amending Elk Grove's Sphere of Influence. The project would also evaluate changes in the boundaries of municipal service providers. The EIR will focus on potential

impacts from conversion of agricultural land, extension of utilities, proximity to industrial land uses, tournament noise, and urban and agricultural runoff.

**Sacramento Local Area Formation Commission (LAFCo), Kammerer Road Sphere of Influence Amendment EIR, Sacramento County, CA.** Senior archaeologist who managed cultural resources investigation. AECOM conducted an archaeological field survey of the project area, conducted Native American consultation, and prepared the appropriate cultural and tribal resources EIR sections. The project site is within unincorporated Sacramento County and is primarily used for extensive dry farmed and irrigated croplands and vineyard operations. The area currently consists of approximately 1,156 acres of agricultural land west of State Route 99, south of Kammerer Road and east of McMillan Road. The project is a landowner initiated proposal to amend the City of Elk Grove Sphere of Influence (SOI), the Sacramento Area Sewer District SOI, and the Sacramento Regional County Sanitation District SOI.

**City of Vacaville, Vacaville Ulatis Creekwalk Extension Design and IS/MND, Solano County, CA.** Project archaeologist for this IS/MND. The proposed trail would extend a Class 1 multiuse path along Ulatis Creek between east and west Vacaville currently bisected by Interstate 80. The project would provide a pedestrian connection between recreation, retail, restaurant, office, and residential uses in the historic eastern section of downtown Vacaville. The project includes a decorative entry feature at the corner of School Street and McClellan Street, observation decks cantilevered over the creek, enhanced landscaping, street furniture, and video surveillance equipment. AECOM prepared concept designs during a prior phase of the project and prepared supporting technical studies, including a Natural Environment Study and a Historic Property Survey Report in accordance with Caltrans requirements and in compliance with Section 106 of the National Historic Preservation Act.

**Sacramento Municipal Utility District, Solano 4 Wind Project EIR and Permitting Services, Solano County, CA.** Senior archaeologist who drafted the cultural resource/tribal cultural resources sections of the EIR for the Solano 4 Wind Project. SMUD is looking to repower its Solano Wind Project Phase 1 and Roberts properties, and install new wind turbine generators (WTGs) on its Collinsville property located in the southeast corner of Solano County in the town of Collinsville. Collectively, these sites will be referred to as the Solano 4 Project. The Solano 4 project would consist of removing 23 WTGs at the Phase 1 site (Solano 4 east) and 62 WTGs at the Roberts property. SMUD would then construct approximately 22 new WTGs that would generate up to 90 megawatts (MW) on approximately 2,237 acres. Solano 4 east is an approximately 881-acre property owned by SMUD and dominated by non-native grasslands used for seasonal livestock grazing and supports 23 WTGs. Solano 4 west is a 1,390-acre SMUD-owned property located east of Solano Phase 3, dominated by non-native grasslands, and supporting 62 WTGs owned by EDF Renewable Energy. In order to develop the project, additional roads, foundations, and a power collection system to transport power to the SMUD power grid would need to be developed.

**Sacramento Area Flood Control Agency, Natomas Levee Improvement Program, Sacramento and Sutter Counties, CA.** Lead archaeologist for an extensive environmental compliance program for SAFCA's program of flood control improvements to provide the Sacramento metropolitan area with a "200-year" level of protection. The U.S. Army Corps of Engineers (USACE) is responsible for levee safety, and is the lead federal agency for both NEPA and NHPA Section 106. Mr. Deis has been assisting SAFCA and USACE in meeting the requirements of the Programmatic Agreement for this project, and has been leading field investigations since 2005. Cultural resource efforts completed for this project include extensive cultural resource surveys, subsurface testing, the evaluation of archaeological and architectural resources, data recovery investigations at complex Native American habitation/occupation sites, and monitoring support during geotechnical investigations and project construction. AECOM conducted testing at five locations and data recovery at three locations involving deep and complex archaeological deposits containing numerous features and evidence of many millennia of Native American use.

**Sacramento County Sanitation District 1, Courtland and Walnut Grove Wastewater Treatment Plant Feasibility Study: Environmental and Regulatory Constraints Analysis, Sacramento County, CA.** Project archaeologist for an environmental and regulatory constraints analysis that evaluated various proposed treatment processes, discharge and nondischarge disposal alternatives, and wastewater conveyance alternatives under consideration by County Sanitation District 1 (CSD-1) to upgrade the Courtland and Walnut Grove wastewater treatment plants in the Sacramento–San Joaquin Delta.



**Diana R. Ewing**  
Archaeologist

**Education**

MA, Anthropology (Archaeology),  
University of Nevada Las Vegas,  
2017  
BA, Anthropology (Archaeology),  
University of California Davis, 2008  
BA, English Literature, University of  
California, Davis, 2008

**Years of Experience**

With AECOM: 3  
2017 -Present  
With Other Firms: 8

**Training**

CEQA Essentials  
Native American Cultural Property Law  
Introduction to Section 106

**Affiliations**

Alaska Anthropological Association  
Society for American Archaeology

Diana Ewing is an archaeologist in the Sacramento office with archaeological experience in a variety of locations including northern and coastal California, the Alaskan Arctic, Arizona, and Nevada. Ms. Ewing has more than 11 years of experience in field and laboratory archaeology including archaeological collections management. She has experience with NAGPRA preparing reports and drafting letters to affiliated tribes for repatriation.

**Experience**

**City of Suisun City, Mount Calvary Baptist Church Environmental Impact Report, Suisun City, CA.** Archaeological field technician who conducted pedestrian survey and written site visit summary to support an EIR evaluating the construction and operation of 60-acre mixed-use project to be annexed to the City of Suisun City that proposes senior affordable housing, a business center, a large church worship hall, self-storage facilities, and ancillary buildings to support youth development, child development, counseling, fitness, family entertainment, health and wellness.

**City of Woodland, Woodland Research Park Environmental Impact Report, Woodland, CA.**

Contributed to cultural resources technical study and Department of Parks and Recreation Primary Record and Department of Recreation Archaeological Site Record. AECOM is preparing the Specific Plan and EIR for this 350-acre, mixed-use Specific Plan that will involve annexation to the City of Woodland and is expected to accommodate logistics, light industrial, retail, commercial services, offices, and residential uses.

**California Department of Water Resources, Bradmoor Island Restoration, Solano County, CA.**

Senior Archaeologist who prepared cultural resources technical study and impact assessment for CEQA document and Section 106 compliance for permits. The CEQA document was an addendum to the Suisun Marsh Management Plan Final EIS/EIR. AECOM provided environmental compliance and permitting services for the Bradmoor Island and Arnold Slough Tidal Restoration Project. AECOM also prepared an amendment to biological assessments submitted to the NMFS and USFWS, USACE Nationwide Permit 27 application, San Francisco Bay Conservation and Development Commission Suisun Marsh Development Permit application, San Francisco RWCQB Section 401 Water Quality Certification application, an adaptive management and monitoring plan, and long term management plan for the restoration sites.

**Town of Loomis, Costco EIR, Loomis, California.** Archaeologist who conducted pedestrian survey the CEQA analysis and reporting for this project. AECOM was selected by the Town of Loomis to provide the environmental analysis and documentation necessary for the Town to consider approval of one of the largest-scale projects ever proposed in Loomis. The Town and AECOM engaged in a proactive strategy to invite input from the community at-large, but especially relevant agencies in the County, such as the City of Rocklin, the Placer County Air Pollution Control District, Placer County, Sierra College, and service providers. The Team understood that this high-profile project would draw significant attention, and that the Town's interests would be well served by understanding in detail what sorts of mitigation measures and alternatives should be explored in the EIR. This EIR was the first in the Town and one of the first in



the region to provide a detailed analysis of VMT impacts, and will serve as an example for the Town looking forward.

**Santa Clara Valley Medical Center, Emergency Department Expansion, San Jose, CA.**

Archaeological excavation and removal with documentation of human remains and associated artifacts from an historic cemetery. Identification and dating of associated artifact

**Gerber Road School Project, Elk Grove, CA.** Sacramento County Office of Education is proposing to construct and operate the Gerber Community School on the project site. SCOE is planning to complete the detailed design of the school and site during 2017, complete the construction process during 2018 and 2019, and open the school in the fall of 2020.

**San Juan Unified School District, Arden Middle School IS/MND, Sacramento, CA.** Records searches with both the Native American Heritage Commission and the North Central Information Center. Pedestrian survey of site and written site visit summary.

**Washington Unified School District, Fallbrook School CEQA Review, West Sacramento, CA.**

Conducted records searches with both the Native American Heritage Commission and the North Central Information Center and pedestrian survey for CEQA and Section 106 compliance.

**Sacramento Municipal Utility District, Oselot-Baroque Transmission Line Initial Study/Mitigated Negative Declaration, Sacramento, CA.** Records searches with both the Native American Heritage Commission and the North Central Information Center and pedestrian survey for CEQA and Section 106 compliance. Cultural report writing.

**City of Wheatland, Flood Risk Reduction Feasibility Study, Wheatland, CA.** Records search for CEQA review.

**Sacramento Regional Transit District, Gold Line Double Tracking, San Francisco County, CA.** Records search and pedestrian survey. Cultural report writing.

**El Dorado Irrigation District, Deer Creek Wastewater Treatment Plant Solar Array Expansion, Placerville, CA.** Pedestrian survey and site visit summary report. Records search with the Native American Heritage Commission for CEQA compliance.

**Sacramento County Community Development Department, Linda Manor, Sacramento, California.** Records searches with both the Native American Heritage Commission and the North Central Information Center. Pedestrian survey and written report of site visit.

**El Dorado County Resource Conservation District, New York Creek Cultural, El Dorado Hills, CA.** Archaeologist. AECOM archaeologists completed pre-construction archaeological surveys and report. This effort consisted of necessary records checks, preparation of Native American project notification outreach letters, and conducted a pedestrian field survey, and preparation of an Archaeological Survey Report for the District's review. An AECOM archaeologist was present and provided assistance at the "Pre-Bid" Construction and "Pre-Construction" Meetings. AECOM cultural staff reviewed and approved final specifications for fuel load reduction activities to avoid any impacts to cultural resources. AECOM consulted with CALFIRE to confirm documentation prepared in support of the project was in compliance with all federal, state, and local laws applicable to cultural resources, and provided updates to the District via electronic summary reports regarding the status of the project.

**US Army Corps of Engineers, American River Common Features Natomas Levees Design Support (Reaches A, B, E, F, G), Sacramento County, CA.** Archaeologist who conducted cultural resources monitoring of geotechnical testing activities in Reaches A, B, E-G, coordinated with tribal monitors, and prepared daily monitoring reports. Coordinated with USACE and testing staff to minimize impacts to known prehistoric sites within the proposed levee construction footprint in Reaches A and B. AECOM is providing geotechnical engineering services for this American River Common Features project in the Natomas Basin, Reaches A, B, E, F, G, and Riverside Canal. [2019]

## Jenifer King

Environmental Analyst

### Education

BS, Wildlife Biology, California State University, Long Beach, 1995

### Years of Experience

With AECOM: 18

2002–Present

With Other Firms: 8

Jenifer King is an environmental analyst and project coordinator with 26 years of experience for medium to large projects. She has worked with clients and supervised staff on projects, researched and written sections for California Environment Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents, analyzed project impacts, developed mitigation measures, conducted alternatives analysis, and evaluated natural resource management for water resources and flood management projects, habitat restoration projects, public building and

development projects, and transmission infrastructure and energy projects. Ms. King specializes in complex analyses in the areas of land use (permitting, zoning, annexation, Lake Tahoe area land coverage requirements, and compatibility analyses), agricultural resources (Storie soil index rating, Farmland Mapping and Monitoring Program classification, and Williamson Act cancellation), hazards and hazardous materials, environmental justice, socioeconomic, and provision of water and wastewater services (service area boundary changes, supply and demand calculations, treatment and conveyance capacity, assessment of infrastructure plans, and Senate Bill 610 water supply assessments).

### Experience

#### **City of Suisun City, General Plan, Development Code Update, and EIR, Solano County, CA.**

Environmental analyst who wrote agricultural resources, land use, energy, hazardous materials, population & housing, and visual resources sections for the CEQA analysis of this comprehensive policy update, revision to the City's Municipal Code.

#### **Stanislaus County, Crows Landing Specific Plan and EIR, Stanislaus County, California.**

Environmental planner who prepared the agricultural resources, and a variety of other sections of the EIR. AECOM prepared an EIR evaluating potential redevelopment alternatives for a former Navy air field. The County would like to have a general aviation airfield, a transportation/distribution hub, and create a regional job center at the site. They need to attract viable developers. The 1,531-acre former Crows Landing Naval Air Facility is located in an unincorporated portion of western Stanislaus County.

#### **City of Woodland, Woodland Research and Technology Park Specific Plan and EIR, Woodland, CA.**

Environmental planner who prepared the detailed analysis of agricultural resources impacts, mitigated by the application of the City's new agricultural ordinance. Also prepared the impact assessment and EIR sections for recreation, public services, and utilities. AECOM prepared a Specific Plan, Specific Plan EIR, and several supporting technical studies for this 300-acre mixed-use plan area. The plan includes commercial areas, a hotel, a range of residential densities, open space, and employment uses.

#### **Sacramento Local Area Formation Commission (LAFCo), Kammerer Road Sphere of Influence Amendment EIR, Sacramento County, CA.**

Environmental analyst who prepared the agricultural resources, land use, hazards and hazardous materials, population and housing, public services, recreation, and utilities and service systems for this Sphere of Influence Amendment EIR, to promote future commercial development. The project site is within unincorporated Sacramento County and is used primarily for extensive dry farmed and irrigated croplands and vineyard operations, encompassing approximately 1,156 acres west of State Route 99, south of Kammerer Road and east of McMillan Road. The project is a landowner-initiated proposal to amend the City of Elk Grove Sphere of Influence (SOI), the Sacramento Area Sewer District (SASD) SOI, and the Sacramento Regional County Sanitation

District (SRCSD) SOI. The purpose of this SOI is to provide holding capacity for the City of Elk Grove to be able to plan solutions for its continuing needs for employment opportunities and expanding population.

**Yuba County, Magnolia Ranch Specific Plan Review and EIR, Yuba County, CA.** Environmental analyst who prepared the agricultural resources, hazards and hazardous materials, public services, recreation, and utilities and service systems. The specific plan area was the most substantial new growth area added to Yuba County's general plan in 2010 and represented a highly visible and important project for the county. Because AECOM worked on the general plan and EIR, AECOM staff had intimate familiarity with local environmental issues, county policies, and standards, as well as the issues that were to be the focus of project-level analysis for developments and infrastructure improvements. AECOM was selected because of its unique ability to provide the county with a predictable, efficient, and cost-effective environmental review of the specific plan. AECOM's policy work established programmatic mitigation for development and infrastructure projects in Yuba County, including its specific plan, and established locally relevant CEQA significance thresholds. Key issues included infrastructure and service provision, compatibility with the adjacent Air Force Base, traffic congestion and the need for transportation facility improvements, air quality and climate change, direct and indirect agricultural impacts, and biological resources.

**Solano County, General Plan and EIR, Solano County, CA.** Environmental Analyst who wrote various sections of the EIR for Solano County's General Plan Update, which involved a comprehensive revision of most of the general plan elements. AECOM incorporated all general plan elements into a single, integrated document; integrated information and policies from various area and special topic plans; updated land use, environmental, economic, and demographic background and technical information; updated policies and implementation measures to continue the county's guiding principles of city-centered development and the protection of farmland, open space, and natural resource areas. AECOM conducted a comprehensive public outreach program; prepared special area policy plans for portions of the county that may experience changes in land use or have specific issues of concern; and addressed the anticipated extension of the voter-approved Orderly Growth Initiative. [2006-2009]

**Town of Loomis, Costco EIR, Placer County, CA.** Environmental analyst who prepared the agricultural resources, hazards and hazardous materials, population and housing, public services, recreation, and utilities and service systems sections of the EIR. This EIR evaluated a new Costco warehouse in Loomis near the Sierra College and I-80 Interchange. The project was to include an approximately 152,000-square-foot store with a 30-pump gasoline/diesel fuel facility and parking on a site encompassing about 17 acres. Key issues for environmental review included oak woodlands, wetlands, noise, air quality, greenhouse gas, and traffic.

**City of Rocklin, Rocklin Crossings Commercial Development EIR, Rocklin, CA.** Environmental planner who wrote a variety of EIR sections for the Rocklin 60 residential project EIR and the commercial Rocklin Crossings EIR. The Rocklin Crossings project includes the construction of a regional shopping center on approximately 60 acres at the intersection of Interstate-80 and Sierra College Boulevard. A variety of retail uses were proposed for the center, including major tenants (expected to be a Walmart Supercenter and a Home Depot, and eventually included the Bass Pro Shop and Green Acres), smaller retail tenants and restaurants. T

**City of Healdsburg, Recycled Water Supplemental Environmental Impact Report, Healdsburg, CA.** Environmental analyst who prepared the agricultural resources and wildfire sections of this Supplemental EIR. AECOM prepared the original EIR for the recycled water treatment expansion of the wastewater treatment plant in 2001–2005. The subsequent environmental documentation for CEQA compliance addressed expansion of the City's existing recycled water program. Project components consisted of two 1-mile pipeline extensions, development of a recycled water distribution system, and expansion of the recycled water program acreage by approximately 4,500 acres.

**Solano County, Woodcreek 66 Lot Subdivision EIR, Solano County, California.** Environmental planner who prepared the agricultural resources and several other sections of the EIR. AECOM prepared the initial study and focused EIR for this controversial 66-lot single-family housing project on 33 acres surrounded by existing residential development and agricultural land.

## Mohammad Issa Mahmodi

Traffic and Noise/Air Quality Analyst

### Education

M.S., Civil Engineering, Transportation and Infrastructure Systems, Purdue University, 2008

B.S., Civil Engineering, Structural Engineering, Kabul University, 2000

### Years of Experience

With AECOM: 9

2011–Present

With Other Firms: 10

### Training

Traffic (8.0), AECOM, 2013,  
SoundPLAN 7.2, Navcon  
Engineering, CA, 2013

Integrated Noise Model (INM 7.0a),  
AECOM, 2010

Air Quality Analysis and Regulations in  
California, 2009, ArcGIS, California,  
2008,

International Road Federation  
Executive Leadership Fellowship,  
Washington D.C., 2007

Transportation Research Board (TRB),  
Washington D.C., 2006 and 2007

MicroStation, Air Quality/ Traffic Noise  
Models (TNM, RD-77-108), Indiana,  
2006

Road Construction and Maintenance,  
IKRAM, 2004

Computer Networking/ IT  
Management, Central European  
University, Hungary, and Technical  
University of Berlin, 2004,  
Curriculum Development/Teaching  
Programs, Purdue University, 2004

Water Engineering Labs and Water  
Supply Networking using EPANet,  
Germany, 2003

Environmental Stewardship: Water,  
Wastewater, Water Quality, Kabul,  
2003

Building Design and Construction,  
PAMA Institute (Housing Agency),  
Kabul, 2000

Management, Ariana Construction and  
Rehabilitation Unit (ACRU), Kabul,  
2000

Issa Mahmodi is a traffic and noise/air quality analyst with more than 19 years of civil and environmental engineering experience, employing technical, analytical, and documentation skills to produce accurate traffic, noise, and air quality studies and impact analyses in compliance with CEQA/NEPA requirements and thresholds, as well as to meet local, State, and federal regulations. Mr. Mahmodi has prepared studies on industrial, energy, transportation, transit, infrastructure, mixed-use developments, and other construction projects, as well as public policy documents such as general plans. He has conducted field traffic studies, air noise monitoring, construction air quality monitoring, underwater noise monitoring, traffic modelling, noise/hydroacoustic modeling, vibration modeling, air quality modeling; traffic analyses, noise and vibration analyses, and air quality analyses. He also has developed analytical databases for air quality and noise data management. Mr. Mahmodi has authored transportation/traffic and noise/vibration sections for a variety of CEQA documents, General Plans Background Reports and associated EIRs, and technical addenda and memoranda.

### Experience

**Stanislaus County, Crows Landing Industrial Business Park Environmental Impact Report, Stanislaus County, CA.** Noise analyst who conducted noise monitoring, roadway noise modeling, construction noise modeling, and vibration modeling, conducted impact analyses for construction noise, construction vibration, and roadway traffic noise and then wrote the noise section for the EIR. Crows Landing, located in southwest Stanislaus County, is a former naval air station of more than 1,500 acres that has been transferred to Stanislaus County to be redeveloped for logistics, warehousing, research and development, offices, and public facilities. AECOM was retained to prepare a Specific Plan, EIR, infrastructure master plans, design guidelines, development standards, a financing plan, environmental permitting strategy and wetlands delineation, and associated documents and services.

**Sacramento Local Agency Formation Commission (LAFCo), Kammerer/Highway 99 Sphere of Influence Amendment EIR, Sacramento County, CA.** Conducted a roadway segment and construction traffic analysis; noise monitoring; roadway noise modeling, construction noise modeling, and vibration modeling; and then prepared the draft traffic/transportation and noise sections of the EIR. The project was a landowner-initiated proposal to amend the City of Elk Grove, Sacramento Area Sewer District, and Sacramento Regional County Sanitation District Sphere of Influence.

**Otay Truck Route Project Noise Study Report, Otay Mesa, San Diego County, CA.** Prepared the noise study technical report to

analyze the potential environmental impacts of the repair and/or replacement of the Otay Truck Route and to construct two-lane truck route segments. The report was prepared in compliance with Caltrans

Standard Environmental References and Procedures. He completed all traffic noise modeling, including TNM modeling, for the project's NSR and CEQA acoustical report.

**City of Suisun City, General Plan, Development Code Update, and CEQA Analysis, Solano County, CA.** Conducted noise monitoring, did roadway noise, construction noise, and vibration modeling, and then wrote the noise section for the General Plan. The City closely examined transportation policies, methods for inducing reinvestment and infill development, how to encourage employment and commercial services development, and strategies for conserving sensitive biological resources and improving water quality. The integrated planning and environmental analysis allowed assessment of programmatic impacts relative to greenhouse gas emissions efficiency targets.

**City of Suisun City, Zephyr Estates CEQA Review, Solano County, CA.** Conducted noise monitoring, did roadway noise, construction noise, and vibration modeling, and wrote the noise section for the IS/MND, analyzing the potential environmental noise impacts of this subdivision. AECOM provided a very efficient environmental review, owing in part to its extensive environmental database for Suisun City and Solano County. AECOM prepared this IS/MND by analyzing the potential environmental impacts of this subdivision proposed for 59 single-family residential lots and a commercial parcel of 1.5 acres. The site is located on the southeast corner of East Tabor Avenue and Walter Road.

**City of Suisun City, Mount Calvary Baptist Church Mixed-Use Village Environmental Impact Report, Suisun City, CA.** Project director for an environmental impact report (EIR) evaluating the construction and operation of 60-acre mixed-use project to be annexed to the City of Suisun City that proposes senior affordable housing, a business center, a large church worship hall, self-storage facilities, and ancillary buildings to support youth development, child development, counseling, fitness, family entertainment, health and wellness. Key issues include coordination with the adjacent Travis Air Force Base, transportation, biological resources, and stormwater management. Prior to the development of the EIR, the site planning efforts were coordinated with drainage needs, issues related to Travis AFB.

**Yuba County, Magnolia Ranch Specific Plan Review and EIR, Yuba County, CA.** Conducted noise monitoring, did roadway noise, construction noise, and vibration modeling, and wrote the noise section for the Magnolia Ranch Specific Plan EIR, providing comprehensive environmental noise analysis and CEQA documentation. The specific plan area was the most substantial new growth area added to Yuba County's General Plan and represented a highly visible and important project for the county.

**California Department of Water Resources, Suisun Marsh Program Morrow Bridge Replacement, Solano County, CA.** Conducted a roadway segment traffic analysis and construction traffic analysis, and prepared the draft traffic and transportation section for an IS/MND. He also performed noise monitoring, roadway noise modeling, construction noise modeling, vibration modeling, and prepared the draft of the noise sections for the IS/MND. Furthermore, he made underwater pile driving noise assessments, estimating distance to pile driving noise (i.e., RMS, peak, SEL, and accumulated SEL) for the project.

**Solano County, Woodcreek 66 Lot Subdivision EIR, Solano County, CA.** Conducted noise studies, did modeling, and wrote the noise section of the EIR, analyzing the potential environmental impacts on this 66-lot, single-family residential subdivision.

**City of West Sacramento, Port of West Sacramento Metal Recycling Facility EIR/EIS, Yolo County, CA.** Provided noise analyst for the joint EIR/EIS, for a proposed scrap metal shredding and recycling facility at the Port of West Sacramento. Operations at the facility were to involve sorting and shredding of scrap metal, separating and processing to extract usable material, and stabilization of nonmetallic material for disposal or reuse in accordance with hazardous waste regulations.

**Town of Loomis, Costco Environmental Impact Report and Mitigation Monitoring and Reporting, Loomis, CA.** Noise analyst for an EIR and Mitigation Monitoring and Reporting program.

**Chevron Pipe Line Company, and California State Lands Commission, Mallard Farms Pipeline Replacement Project, Honker Bay, Solano County, CA.** Conducted noise monitoring; roadway noise modeling, construction noise modeling, and vibration modeling, and then wrote the noise section for the IS/MND. The project would authorize Chevron to replace, in kind, an approximately 1.2-mile segment of the 8-inch Pittsburg-to-Sacramento lateral pipeline that runs through Mallard Farms in an area within Suisun Marsh, north of Honker Bay, in Solano County.

## Suzanne McFerran

Environmental Planner and Community Engagement Specialist

### Education

MA, Environmental Science and Management, University of California, Santa Barbara, 2012  
BS, Integrative Biology, University of California, Berkeley, 2006

### Years of Experience

With AECOM: 8  
2012 to Present  
With Other Firms: 5

### Affiliations

American Planning Association  
Association of Environmental Professionals

Suzanne McFerran has 13 years of experience in the field of environmental science and management, including work on CEQA/NEPA, air quality and greenhouse gas analyses, public outreach and communications, and program and project management. She is a strong analytical writer with published academic research. Her diverse academic and professional background has allowed her to provide a multidisciplinary approach in developing solutions for and providing services to federal, State, and local agencies and private sector clients. As an environmental scientist and planner at AECOM, Ms. McFerran works on a variety of project types, including private and public sector development, environmental impact analysis of municipal general plans, geotechnical investigations, flood control and environmental restoration, and linear energy transmission and transportation. Specifically, in support of air quality and greenhouse gas analyses, Ms. McFerran has experience in quantifying potential criteria air pollutant and greenhouse gas emissions associated with

construction and operational project phases using emissions modeling software and spreadsheet calculations. She evaluates project-related emissions in relation to existing conditions and the ever-evolving regulatory framework around air quality and greenhouse gases to identify potential impacts and develop mitigation measures to avoid or minimize emissions.

### Experience

**City of Woodland, Woodland Research and Technology Park Specific Plan Environmental Impact Report, Woodland, CA.** Air Quality, Greenhouse Gas and Energy Analyst. Ms. McFerran is performing the air quality, greenhouse gas, and energy technical analyses and modeling, and authoring the air quality, greenhouse gas and energy CEQA sections for the project's EIR. The analyses consider emissions from construction and operations of future land use, as proposed in the Specific Plan.

**Stanislaus County, Crows Landing Industrial Business Park Phase 1A Water Supply System EA, Stanislaus County, CA.** Prepared air Quality GHG, and Energy analysis for a NEPA "Environmental Narrative" analysis as required by the U.S. Economic Development Agency to support a grant application for a new water supply and distribution system to supply Phase 1A of the Crows Landing Industrial Business Park. The project involved installing a new groundwater well and monitoring well within the Crows Landing Community Service District, 1.2-million-gallon water storage tank and pump station, pressure reducing station, groundwater treatment facility, and 1.5 miles of water transmission force mains.

**Sacramento Local Agency Formation Commission and City of Elk Grove, Elk Grove Sphere of Influence Amendment and Multi-Sport Complex Environmental Impact Report, Elk Grove, CA.** Air Quality, Greenhouse Gas and Energy Analyst and Project Coordinator. Ms. McFerran performed the air quality, greenhouse gas, and energy technical analyses and modeling, and authored the air quality, greenhouse gas and energy CEQA sections for the project's EIR. Her work involved project-level analysis of a 100-acre proposed multi-sport park complex and programmatic analysis of potential future development of more than 400 acres. The analysis considered emissions from proposed construction and operations of a multi-sport complex on undeveloped land, as well as future buildout of surrounding land associated with the Sphere of Influence amendment.

**Loomis Costco, Environmental Impact Report, Loomis, CA.** Air Quality, Greenhouse Gas, and Energy Analyst. Performed the air quality, greenhouse gas, and energy technical analyses and modeling, and authored the air quality, greenhouse gas and energy CEQA sections for the project's EIR. The analysis considers emissions from proposed construction and operations, including transportation emissions, of a Costco warehouse and fueling center.

**Vallejo Sanitation and Flood Control District, Mare Island Strait Outfall Project MND, Solano County, CA.** Technical Author. Ms. McFerran authored multiple Mitigated Negative Declaration (MND) resource area sections of the MND for the installation and operation of a new outfall and diffuser in Mare Island Strait that would discharge treated effluent from the District's wastewater treatment plant. This included the Air Quality and Greenhouse Gas Technical Analysis Reports. The project would save the District significant amounts of energy-related expenses by discharging treated effluent year-round into the Strait instead of its current practice to only discharge to the Strait during peak flows. Permitting activities included application submittals and/or consultation activities to comply with Section 401 and 404 of the Clean Water Act, Section 106 cultural resources consultation, 1602 Streambed Alteration Agreement, the Bay Delta Conservation District, the U.S. Coast Guard, the National Marine Fisheries Service, and the U.S. Fish and Wildlife Service.

**California Highway Patrol, Facilities Replacement Program, Statewide, CA.** Technical Author. Ms. McFerran wrote the aesthetic and hazards and hazardous materials sections of the MND and EIR. CHP planned to construct five replacement facilities throughout California. She conducted site visits at the proposed replacement facility sites, coordinated preparation of visual simulations to support the aesthetic impacts analysis, performed desktop reviews to support hazards and hazardous materials impacts analysis, and wrote the necessary reports for each site.

**Developer Ryan Heater dba 2500 J Street Owners LLC, Yamanee Sustainable Communities Environmental Assessment (SCEA), Sacramento, CA.** Air Quality and Greenhouse Gas Analyst. Ms. McFerran performed the air quality and greenhouse gas technical analyses and modeling, and authored the Air Quality and Greenhouse Gas section of the project's SCEA. The project included demolition of existing structures and construction of multi-story, mixed-use development in the downtown region of Sacramento that was designated as a Transit Priority Area (TPA) and Center and Corridor Community by the Sacramento Area Council of Governments' Metropolitan Transportation Plan/Sustainable Communities Strategy for 2035. The analysis included modeling of emissions from existing structures and the project, as well as consideration of benefits realized through smart land in this area of overlap of a TPA and Center and Corridor Community.

**City of San Jose, CVS/Pharmacy Store CEQA IS/MND, San Jose, CA.** Air Quality and Greenhouse Gas Analyst. Ms. McFerran performed the air quality and greenhouse gas technical analyses and modeling, and authored the Air Quality and Greenhouse Gas Technical Analysis Reports and CEQA Chapters for the project's IS/MND. The proposed project includes the demolition of existing structures and construction of a CVS/pharmacy with drive-through. The analysis considered emissions from existing structures and the project.

**California Department of Parks and Recreation—Off-Highway Motor Vehicle Division, Prairie City State Vehicular Recreation Area General Plan and Environmental Impact Report, Sacramento County, CA.** Air Quality, Greenhouse Gas, and Energy Analyst. Performed technical review and overall cross-resource coordination for the project's General Plan and EIR. The project proposed an expansion of an off-highway motor vehicle recreation area onto lands acquired by State Parks. Reviewed the draft documents for accuracy, completeness, and consistency. [2014–2016; Cost: \$1,295,164]

**City of Gridley, General Plan, Butte County, CA.** Land Use Emissions Technical Analyst. Ms. McFerran modeled emissions for proposed land uses in the City of Gridley General Plan. The emissions estimates were based on land use assumptions within the General Plan, including land use type and population densities. Emissions were estimated for a business as usual case, to determine vehicle miles travelled and greenhouse gas emissions from mobile sources associated with each "traffic analysis zone" in the City's Planning Area.

**Natomas Unified School District, Paso Verde School Environmental Impact Report, Sacramento County, CA.** Air Quality and Greenhouse Gas Analyst. Ms. McFerran performed the air quality and greenhouse gas technical analyses and modeling, and authored the Air Quality and Greenhouse Gas CEQA sections for the Environmental Impact Report. The analysis considered the emissions from proposed construction and operations, including transportation, of a new kindergarten through eighth grade school on an 18-acre site within the Natomas area of unincorporated Sacramento County.



## Chandra Miller

Architectural Historian

### Education

M.A., History (Public History with Cultural Resource Management concentration), Graduation with Honors – Cum Laude, Sacramento State University

B.A., History, Graduation with Honors – Cum Laude, Humboldt State University

Certificate in Historic Preservation and Restoration Technologies, College of the Redwoods

### Years of Experience

With AECOM: 4

With Other Firms: 8

### Training

CEQA Advanced Workshop, AEP, 2019

CEQA Advanced Workshop, AEP, 2018

Section 106 Advanced Seminar, ACHP, 2017

Mastering the CEQA Process for Historic Properties in the Bay Area, CPF, 2016

Chandra Miller meets the Secretary of the Interior's Professional Qualification Standards for work in History and Architectural History. She has more than 12 years of experience contributing to and authoring technical reports through historical research, writing historic contexts, and conducting cultural resource investigations including survey and evaluation of various historic resources throughout California from 1870s ranches to 1970s modern commercial buildings for National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), and local register eligibility. Her experience includes Section 106 of the National Historic Preservation Act (NHPA), National Environmental Policy Act (NEPA), and California Environmental Quality Act (CEQA) compliance process and environmental documents for historical resources/historic properties. Ms. Miller regularly works with local agencies and project applicants to produce environmental compliance reports that meet local, state, and/or federal guidelines. She has worked as part of a team of technical staff and overseen work on projects from small, single-property technical memorandums prepared for local agencies, to preparation of CEQA reports, chapters, and mitigation measures for long, linear projects spanning multiple counties with various property types and historic-age resources.

### Experience

**City of Woodland, Woodland Research & Technology Park Specific Plan EIR, Woodland, CA.** Architectural historian who conducted fieldwork, research, and evaluations of historic-period built environment resources

located in the Specific Plan Area for mixed-use development for the City of Woodland. Co-authored technical report and Cultural Resources section of EIR with staff archaeologists for compliance with the California Environmental Quality Act (CEQA).

**City of Ceres, Whitmore Ranch Specific Plan & Environmental Impact Report, Ceres, CA.** Architectural historian who conducted fieldwork, research, and evaluations of nine historic-period built environment resources located in the Whitmore Ranch Specific Plan Area. Co-authored Cultural Resources section of EIR with staff archaeologists.

**City of Ontario, Colony Commerce Center Specific Plan EIR, Ontario, CA.** Architectural Historian who assisted with response to comments on draft EIR for cultural resources.

**City of Fremont, Ursa Residential Project EIR, Alameda County, CA.** AECOM prepared a full suite of CEQA compliance documents for a Focused EIR for a residential redevelopment project within a former orchard and farmhouse complex that was previously identified as a historical resource. AECOM architectural historian Chandra Miller provided peer review of a previous consultant report and identified data gaps, produced a supplemental technical report, developed project alternatives to reduce impacts to historical resources for City review, wrote the cultural resources section of the EIR, and drafted mitigation measures to reduce project impacts. After the EIR was finalized, AECOM was subsequently hired by the project applicant to fulfill the historical resource mitigation measures. Ms. Miller also provided additional services to the City of Fremont for this project under a separate task order for building permit plans review to ensure the rehabilitation of the house on the property met the Secretary of the Interior's Standards for the Mills Act tax credit.

**City of Redwood City, South Main Mixed-Use Development EIR, Redwood City, CA.** Architectural historian who oversaw the creation of a technical reports to support an EIR for historic-age built environment cultural resources. Work included development of a CEQA study area, fieldwork, property specific research, development of historic

contexts and evaluation for various property types. Deliverables included a historical resources inventory and evaluation report, an impacts analysis report, and summary memorandum of previous findings by another consultant, and cultural resources chapter for the EIR. Work included development of mitigation measures to reduce impacts to CEQA historical resources affected by the project.

**Sacramento Municipal Utility District, Solano 4 Wind Project, Historical Resources Inventory and Inventory Report, Montezuma Hills, Solano County, CA.** Architectural historian who completed the technical report for historic-age built environment resources within an indirect area of potential effect. Report included assessment of indirect effects of the project on one historical resource/historic property identified in the study area. Prepared cultural resources chapter with staff archaeologists for the EIR for CEQA.

**Sacramento Municipal Utility District, Solano Wind Farm: Inventory and Evaluation under CEQA of Buildings, Structures and Objects within the SMUD Solano Windfarm Project Area, Solano County, CA.** Conducted fieldwork and prepared historic context and evaluation for a historic-age rural residential property owned by SMUD.

**Department of Water Resources, Bradmoor Island, Arnold Slough, and Blacklock Restoration Projects, Solano County, CA.** Architectural historian who lead a joint built environment and archaeological cultural resources investigation of a region in the Suisun Marsh used historically for duck hunting and proposed for tidal restoration and wetland management. The report is a CEQA addendum to the 2011 *Suisun Marsh Habitat Management, Preservation, and Restoration Plan (SMP) Environmental Impact Report (EIR)/Environmental Impact Statement (EIS)* prepared for the Bureau of Reclamation and was prepared to the agency's cultural resource report standards. Work included discovery through aerial photography and archival research of a late-nineteenth century paddlewheel steamship hull located within the area of potential effects.

**Department of Water Resources, Suisun Marsh – Human Dimension Project, Solano County, CA.** Architectural historian who prepared a historic context on the historic land use of the Suisun Marsh in relation to use of resources by Native Americans, early settlement period and attempts at reclamation and agriculture, and the history of duck club hunting since the 1870s. Research included review of primary source material determine historic hunting preferences, hunting experiences, and changes in hunting regulations over time that have altered how hunters experience the marsh.

**City and County of San Francisco, India Basin Mixed-Use Project Environmental Impact Report, City and County of San Francisco, CA.** Architectural historian who worked with archaeologist to complete the cultural resources section of an EIR. Work included analysis of effects on a previously identified vernacular cultural landscape and historic properties within the project area for a proposed mixed-use development site.

**Sacramento Local Agency Formation Commission, Kammerer/Highway 99 Sphere of Influence EIR, Elk Grove, Sacramento County, CA.** Architectural historian who assisted with Cultural Resources section of the EIR for a SOI update in a rural area of unincorporated Sacramento County for the City of Elk Grove.

**Sacramento Local Agency Formation Commission, Elk Grove Sphere of Influence Amendment and Multi-Sport Complex EIR, Elk Grove, CA.** Architectural historian who assisted with preparation of the Cultural Resources section of the EIR and provided supplemental information to supporting technical report.

**City of Woodland, General Plan Update and EIR, Yolo County, CA.** Architectural historian who assisted with Cultural Resources section of the EIR.

**City of Roseville, General Plan Update, Environmental Impact Report & Climate Action Plan, Placer County, CA.** Architectural historian that assisted with the updated Cultural Resources chapter as part of a comprehensive update to the City's general plan with an EIR.

**City of Fremont, Mowry Avenue Townhomes Project - CEQA, Fremont, CA.** Architectural historian who provided an historic architectural historic review technical memorandum including design review of plans for a residential infill project in the City of Fremont as part of an ongoing Master Service Agreement. As part of the deliverable, AECOM conducted a design review to determine if the proposed work will adhere to the 2017 Secretary of the Interior's Standards for the Treatment of Historic Properties and meet City of Fremont's General Plan goals for historic preservation and cultural resources.

**Tri-Valley San Joaquin Valley Regional Rail Authority, Valley Link EIR, Alameda and San Joaquin counties, CA.** Architectural historian who oversaw the creation of a technical report to support an EIR for historic-age built environment cultural resources. Work included development of a CEQA study area, fieldwork, property specific research, development of historic contexts and evaluation for various property types. Survey work included coordination with Alameda County Public Works staff to survey an abandoned section of the former Transcontinental Railroad grade constructed in 1869 in the Altamont/Livermore pass area. Wrote the built environment portion of the cultural resources EIR chapter.

**Susan D. Sanders, Ph.D.**  
Senior Wildlife Biologist

**Education**

Ph.D., Zoology, University of California,  
Davis, 1983  
M.A., Zoology, University of California,  
Davis, 1979  
B.A., Zoology, University of California,  
Berkeley, 1976

**Years of Experience**

With AECOM: 10  
2011–Present  
With Other Firms: 28

**Affiliations**

The Wildlife Society, Western Section  
American Ornithologists' Union  
California Native Plant Society

Dr. Sanders has more than three decades of experience in analyzing project impacts on California wildlife and ecosystems to support environmental planning and permitting. She has extensive experience in the preparation of biological resource analyses pursuant to CEQA, NEPA, and other federal and state environmental regulations, including surveys for threatened and endangered species, wildlife and botanical inventories, mitigation planning and monitoring, and litigation support. Dr. Sanders has worked with the public and private sector to provide hundreds of biological resource impact analyses and mitigation plans for transportation projects, utility-scale renewable energy projects, commercial and residential developments, land exchanges, and water development projects. She is very familiar with the special-status species in the Suisun Marsh area as a result of recent work in Solano County for projects requiring CEQA compliance and permitting, including the Solano Wind Project EIR, Bradmoor Island Restoration, and a linear infrastructure project in Contra Costa and Solano counties for a confidential client.

**Experience**

**Sacramento Municipal Utility District, Solano 4 Wind Project EIR and Permitting Services, Solano County, CA.** Senior biologist for a project level EIR, habitat assessments, and permit applications for the Solano 4 Wind Project. SMUD is repowering its Solano Wind Project Phase 1 and Roberts properties, and install new wind turbine generators (WTGs) on its Collinsville property. Collectively, these sites are referred to as the Solano 4 Project. The Solano 4 project consists of removing 85 WTGs and then construct 22 new WTGs that would generate up to 90 MW on approximately 2,237 acres dominated by non-native grasslands used for seasonal livestock grazing. Biological resource issues included an assessment of operational impacts on birds and bats, including eagles, and impacts on waters of the United States and special-status species due to development of roads, foundations, and a power collection system to transport power to the SMUD power grid.

**Confidential Client, Linear Infrastructure Project, Contra Costa and Solano Counties, CA.** Senior biologist assisting a confidential client with biological resources studies and permit applications (Clean Water Act Sections 404 and 401, CDFW 1602) for a linear infrastructure project with ancillary industrial facilities in Contra Costa and Solano counties. Key biological resource issues include potential impacts to Suisun Marsh wetlands and sensitive wildlife, fish and plant species (e.g., salt marsh harvest mouse, Ridgway rail). AECOM is also preparing a Biological Assessment for Section 7 consultation with USFWS and NMFS.

**California Department of Water Resources, Delta On-Call Environmental, Bradmoor Island Restoration, Solano County, CA.** Senior biologist assisting with review of permit applications for the Bradmoor Island Arnold Slough and Blacklock Restoration Projects. AECOM assisted DWR with technical studies (wetland delineation, cultural resources, special-status species), preparation of a CEQA compliance document (addendum to the Suisun Marsh Program EIS/EIR), Delta Plan consistency determination, Biological Assessments submitted to the National Marine Fisheries Service and US Fish and Wildlife Service, US Army Corps of Engineers Nationwide Permit 27 application, San Francisco Bay Conservation and Development Commission Suisun Marsh Development Permit application, San Francisco Regional Water Quality Control Board Section 401 Water Quality Certification application.

**Humboldt County Planning and Building Department, Humboldt Wind Project Environmental Impact Report, Humboldt County, CA.** Senior biologist who oversaw preparation of the Biological Resources Section of an EIR to construct and operate the Humboldt Wind Energy Project, a renewable wind energy generation development that would consist of between 45 and 70 wind turbines and associated facilities, with a generating capacity of up to 135 MW. The project would be constructed on privately owned lands located 20 miles south of Eureka, to the north and south of an east-west segment of US Highway 101, near the community of Scotia. Key issues involved construction and operational impacts on marbled murrelet, Northern spotted owl, migratory birds and bats.

**Sacramento Local Area Formation Commission (LAFCo), Kammerer Road Sphere of Influence Amendment EIR, Sacramento County, CA.** Senior biologist for this Sphere of Influence Amendment EIR to promote future commercial development. The project site is within unincorporated Sacramento County and is primarily used for extensive dry farmed and irrigated croplands and vineyard operations. The area currently consists of approximately 1,156 acres of agricultural land west of State Route 99, south of Kammerer Road and east of McMillan Road. Key biological resource issues included project impacts on greater sandhill crane, Swainson's hawk, and consistency with the South Sacramento Habitat Conservation Plan.

**Town of Loomis, Costco EIR, Placer County, CA.** Senior biologist for the EIR evaluating a new Costco Warehouse store in Loomis near the Sierra College and I-80 Interchange. The project would include an approximately 152,000 sf store with a 30-pump gasoline/diesel fuel facility and parking on a site that is just over 17 acres. Key issues for environmental review include oak woodlands, wetlands, noise, air quality, greenhouse gas and traffic.

**Hidden Falls Regional Park (HFRP) Expansion Supplement EIR, Placer County, CA.** Senior biologist for preparation of an EIR and regulatory permitting packages for expansion of the Hidden Falls Regional Park north of Auburn in Placer County. AECOM also provided trail and facility design services. The park's purpose is to protect natural resources of the County for future generations and provide recreational opportunities for diverse user groups. The park offers a multi-use trail system traversing its oak woodland habitat and accessing creeks and the falls for which the park is named. AECOM also performed technical studies including rare plant surveys, jurisdictional wetland delineation, tree surveys by a certified arborist, cultural resource surveys, and vegetation mapping. AECOM is now preparing technical studies, permit applications, and a Subsequent EIR for a major expansion of the Hidden Falls Regional Park network onto adjacent lands owned by the Placer Land Trust.

**California Department of Water Resources, FESSRO, Central Valley Flood Protection Plan Conservation Strategy, Central Valley, CA.** Project manager for DWR's development of a conservation framework, conservation strategy, regional permitting effort, and supporting documents for the Central Valley Flood Protection Plan. AECOM and DWR are developing a conservation framework and strategy that will take a comprehensive approach to ecological and environmental planning throughout the Central Valley and integrate it with flood management planning efforts.

**Sacramento Area Flood Control Agency, Sacramento North Sacramento Streams, Sacramento River East Levee, Lower American River, and Related Flood Improvements Project, Sacramento County, CA.** Senior wildlife biologist who helped prepare the System Resiliency and Levee Modernization Conservation Strategy to support the biological resource sections of the EIR. She also assisted with scoping and development of a preliminary draft of the Steelhead Creek/Natomas East Main Drainage Canal Corridor Management Plan.

**California Department of Transportation, District 3, Yuba 20 Shoulder Widening Project, Yuba County, CA.** Project manager for a shoulder-widening project along 4.5 miles of State Route 20 and replacement of Dry Creek Bridge. The project involved preparation of a draft Initial Study with Proposed Mitigated Negative Declaration/Environmental Assessment with Finding of No Significant Impact, a Natural Environment Study Report and Biological Assessments for consultation with U. S. Fish and Wildlife Service and National Marine Fisheries, a Community Impact Assessment, Hydroacoustic Analysis, wetland delineation, and Section 4(f) analysis.

## Jasmine Wurlitzer

Biologist and Certified Arborist

### Education

BS, Biological Sciences (concentration in Ecology, Evolution, and Conservation; minor in Environmental Studies), California State University, Sacramento, summa cum laude, 2012

### Certifications

Certified Arborist, International Society of Arboriculture, Certification #WE-10104A

### Training

Wetland Delineation Training, U.S. Army Corps of Engineers, 2013

Measuring and Monitoring Plant Populations Workshop, California Native Plant Society, 2016

Contractor Orientation, Union Pacific Railroad, 2018

eRailSafe System Training, October 2018, Contractor Badge No. 640780, expires 08/12/2020

Foothill Yellow-legged Frog Ecology and Conservation Workshop, Laguna de Santa Rosa Foundation, 2018

CEQA Essentials, Association of Environmental Professionals, 2018

### Years of Experience

With AECOM: 2

6/2018-Present

With Other Firms: 7

### Affiliations

International Society of Arboriculture, Western Chapter

California Native Plant Society, Sacramento Valley Chapter

California Society for Ecological Restoration

Jasmine Wurlitzer is a certified arborist and biologist based in AECOM's Sacramento office. She has 7 years of experience in biological monitoring, data collection and analysis, botanical surveys, restoration ecology, and land reclamation. Furthermore, she has 5 years of experience managing a native seed collection and propagation program. Her strong field skills are coupled with excellent research, analytical, and writing capabilities. She has demonstrated leadership, interpersonal, administrative, and problem-solving abilities. She is adept in using Microsoft Office, Trimble Juno GPS unit, TerraSync, and Pathfinder.

### Experience

**City of Woodland, Woodland Research and Technology Park Specific Plan and EIR, Woodland, CA.** Biologist. Conducted field habitat assessment of off-site improvement areas, including Caltrans improvements at the Highway 113/County Road 25A interchange, and assessed these areas for the potential to support special-status species. Authored the biological resources section of the Specific Plan EIR. AECOM is preparing a specific plan and EIR for the approximately 351-acre Research Park Specific Plan area and adjacent off-site improvement areas.

**Confidential Client, Pipeline and Ancillary Industrial Facilities, Contra Costa and Solano Counties.** Staff biologist conducting biological surveys and biological impact assessment for CEQA document. AECOM is conducting environmental studies and assisting a confidential client with permitting for a linear infrastructure project in Contra Costa and Solano counties. The project includes a pipeline and other ancillary industrial facilities. Key biological resource issues include potential impacts to Suisun Marsh wetlands and sensitive wildlife, fish and plant species (e.g., salt marsh harvest mouse, Ridgway rail). AECOM is also preparing a Biological Assessment for Section 7 consultation with USFWS and NMFS.

**City of Suisun City, Mount Calvary Baptist Church Environmental Impact Report, Suisun City, California.** Botanist. Reviewed database records for rare plant species in the vicinity of the project area and created a list of target plant species and map of reference populations in support of late-season rare plant surveys. AECOM prepared an environmental impact report (EIR) evaluating the construction and operation of a new church campus.

The development will include the sanctuary/main worship hall, with ancillary buildings to support outreach programs, such as senior housing, youth development, child development, counseling, fitness, family entertainment, health, and wellness.

**City of Elk Grove, Multi-Sport Complex and Southeast Industrial Annexation Area Supplemental EIR, Sacramento County, CA.** Biologist. Assisted with preparation of the biological resources section of

this SEIR to develop approximately 571 acres with commercial, industrial, and mixed uses. The original EIR and a City Sphere of Influence Amendment to include the project site, as approved by the Sacramento Local Agency Formation Commission, focused on a proposed 100-acre multi-sport complex to include lighted outdoor sports fields, a stadium/amphitheater, and fairgrounds. The SEIR focused on a change in the proposed 100-acre land use from multi-sport complex to light industrial and regional commercial. The SEIR also analyzed details related to a variety of new off-site drainage improvements that would be required in wetland areas, with potential impacts to a variety of special-status species.

**Sacramento Municipal Utility District, Solano 4 Wind Project EIR and Permitting Services, Solano County, CA.** Biologist who provided technical review of wetland delineation report. AECOM is preparing a project level EIR, habitat assessments, cultural resources studies, and permit applications for the Solano 4 Wind Project. SMUD is looking to repower its Solano Wind Project Phase 1 and Roberts properties, and install new wind turbine generators (WTGs) on its Collinsville property. Collectively, these sites are referred to as the Solano 4 Project. The Solano 4 project would consist of removing 85 WTGs and then construct 22 new WTGs that would generate up to 90 MW on approximately 2,237 acres dominated by non-native grasslands used for seasonal livestock grazing. In order to develop the project, additional roads, foundations, and a power collection system to transport power to the SMUD power grid would need to be developed.

**Town of Loomis, Costco Environmental Impact Report and Mitigation Monitoring and Reporting Program, Loomis, CA.** Biologist who participated in project kickoff meeting. AECOM prepared the EIR and Mitigation Monitoring and Reporting program evaluating the construction and operation of a Costco Warehouse Membership Store in Loomis.

**City of Roseville, General Plan Update, Environmental Impact Report & Climate Action Plan, Roseville, Placer County, California.** Biologist. Co-authored the biological resources section of the City of Roseville's General Plan Update EIR. The City of Roseville planning area encompasses approximately 29,000 acres in Placer County. AECOM is updating Roseville's General Plan, EIR, and CAP to guide development and conservation through 2035.

**California American Water, Monterey Pipeline - Aquifer Storage and Recovery 2016 Design & Permitting, Seaside, California.** Botanist. Performed pre-construction botanical surveys for seventy-six species of rare plants across six project sites in various habitats, including along the Salinas River and coastal dunes. In addition, mapped and documented populations of non-native invasive plant species in these areas. AECOM is providing preliminary design, final design, permitting easement development, and easement acquisition for the 20+ miles of 24- to 42-inch feedwater and high service mains needed for a new desalination plant as part of the Monterey Peninsula Water Supply Project (MPWSP); re-submission of second project associated with this: ASR pump station and terminal reservoirs; and lump sum proposals for engineering design permitting bidding and construction administration services. The project consists of preliminary and final design bidding and construction services for a new ASR booster pump station and up to two 3-million-gallon ground storage reservoirs along with associated water mains needed as part of a new Regional Desalination Project currently being designed by the Marina Coast Water District (MCWD).

**City of Healdsburg Wastewater Reuse Project, Subsequent Environmental Impact Report, 2018, Sonoma County, CA.** Biologist who performed biological database review and field surveys for proposed underground pipe locations. Drafted CEQA write up of existing biological setting based on field visit, literature review, and database search results, and provided strategic input on the assessment of potential impact areas.

**Sacramento Area Flood Control Agency, Natomas Levee Improvement Program - Mitigation Monitoring and Reporting, Sacramento County, CA.** Biologist performing restoration mitigation monitoring for riparian woodland restoration project implemented as mitigation for the Natomas Levee Improvement Program. Collected data for riparian tree and shrub canopy cover using established transects, as well as elderberry shrub (*Sambucus nigra*) survival, growth, and health. Conducted occupancy surveys for the federally-threatened valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) in planted and transplanted elderberry shrubs.





## Ian Barnes, PE

### Senior Associate/Walnut Creek Office Leader

#### EDUCATION

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M.S. in Civil Engineering,  
University of California, Berkeley, 2011

Bachelor of Science in Civil Engineering,  
Magna Cum Laude, California Polytechnic  
State University – San Luis Obispo, 2010

#### REGISTRATIONS

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Licensed Civil Engineer,  
State of California (#C81389)

#### AFFILIATIONS

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Institute of Transportation Engineers:  
Member

#### PUBLICATIONS & PRESENTATIONS

*Getting There On Time: Why Travel Time  
Reliability Isn't Just for Drivers* (lead author),  
ITE Western District Annual Meeting, 2017 –  
Award: Best Annual Meeting Paper by a Young  
Professional.

#### EXPERTISE

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- Logistics and Warehouse Analysis
- CEQA VMT analysis and Mitigation
- Traffic Impact Analysis
- General Plans
- Specific Plans
- Environmental Impact Reports
- SB 743 Implementation
- Grant Funding
- Infrastructure Analysis
- Site Access and Circulation Evaluation
- Parking Studies
- Caltrans Project Development

#### ABOUT

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Ian Barnes is an award-winning Senior Associate in Fehr & Peers' Walnut Creek office, where he serves as Office Leader. Mr. Barnes has extensive experience in transportation planning/engineering projects covering a broad spectrum of project types – including land use programs, and industrial, infrastructure and residential projects. Mr. Barnes is a leader in the field of CEQA multimodal transportation analysis, with expertise in the Synchro, SimTraffic, VISSIM and Traffix operations analysis programs. He has successfully managed projects throughout northern California requiring the analysis of large projects in complex CEQA settings. He is a member of the Institute of Transportation Engineers and a founding officer of the San Francisco Bay Area chapter of the Young Professionals in Transportation professional society.

#### LOGISTICS, WAREHOUSE AND DISTRIBUTION CENTER CEQA EXPERIENCE

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- Dermody Distribution Center Transportation Analysis (Fairfield, CA) – Project Associate-in-Charge
- Gateway 80 Distribution Center (Fairfield, CA) – Project Manager
- Panattoni Business Center Drive Warehousing and Distribution (Fairfield, CA) – Project Manager
- 500 Pittsburg Avenue Distribution and Logistics Center (North Richmond, CA) – Project Manager
- Scannell Properties FedEx Delivery Center (North Richmond, CA) – Project Manager
- CenterPoint Distribution Center (North Richmond, CA) – Project Manager
- Panattoni Oakland Road Warehousing and Distribution (San Jose, CA) – Project Manager

#### OTHER RECENT SUISUN CITY AND FAIRFIELD PROJECTS

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- City of Suisun City SB 743 CEQA VMT Implementation – Project Manager
- City of Suisun City General Plan Update – Lead Project Engineer/Planner
- Railroad Avenue Development Evaluation (Suisun City, CA) – Technical Advisor
- Fairfield Train Station Area Specific Plan & EIR – Technical Manager
- Heart of Fairfield Specific Plan & EIR – Technical Manager





## Ellen Poling, TE

### Senior Associate

#### EDUCATION

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B.S. in Aeronautical Engineering,  
University of California, Davis, 1986

#### REGISTRATIONS

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Licensed Traffic Engineer,  
State of California (#1723)  
Licensed Mechanical Engineer,  
State of California (#27941)

#### AFFILIATIONS

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Institute of Transportation Engineers:  
Member

#### PUBLIC SERVICE

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Lafayette Circulation Commission: 1997–2011

#### PUBLICATIONS & PRESENTATIONS

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*Downtown at the Crossroads: Balancing Capacity  
Needs with Quality of Life in Lafayette, CA*  
(Institute of Transportation Engineers, 2000  
National Meeting)

*The Roundabout Solution for a Campus Gateway*  
(Transportation Research Board 4th International  
Conference on Roundabouts, April 2014)

#### EXPERTISE

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- General Plans
- Specific Plans
- University and College Campus Planning
- Traffic Impact Analysis
- Site Access and Circulation Evaluation
- Parking Studies
- Highway Project Development

#### ABOUT

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Ellen has 30 years of experience managing transportation planning and traffic engineering projects. Her projects have included traffic impact studies, environmental impact report transportation chapters, general and specific plan transportation elements, neighborhood traffic calming studies, freeway interchange project reports, and university-related studies covering a wide array of issues, including origin-destination surveys, trip generation surveys, and policy analysis. Her particular areas of expertise include university and city planning studies, environmental review under CEQA, and development site traffic engineering review. Some recent city clients include Fairfield, Lafayette, Milpitas, Moraga, Orinda, Pleasant Hill, Suisun City, and Vallejo; recent college and university clients include CSU East Bay, UC Berkeley, UC Davis, UC Merced, UC Santa Cruz, and Stanford University.

#### LOGISTICS, WAREHOUSE AND DISTRIBUTION CENTER CEQA EXPERIENCE

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- Dermody Distribution Center Transportation Analysis (Fairfield, CA) – Project Technical Advisor
- Gateway 80 Distribution Center (Fairfield, CA) – Associate-in-Charge
- Panattoni Business Center Drive Warehousing and Distribution (Fairfield, CA) – Associate-in-Charge
- 500 Pittsburg Avenue Distribution and Logistics Center (North Richmond, CA) – Associate-in-Charge
- Scannell Properties FedEx Delivery Center (North Richmond, CA) – Associate-in-Charge
- CenterPoint Distribution Center (North Richmond, CA) – Associate-in-Charge
- Amazon Distribution Center (Milpitas, CA) – Project Manager

#### OTHER RECENT SUISUN CITY AND FAIRFIELD PROJECTS

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- City of Suisun City SB 743 CEQA VMT Implementation – Associate-in-Charge
- City of Suisun City General Plan Update – Project Manager
- Railroad Avenue Development Evaluation (Suisun City, CA) – Project Manager
- Fairfield Train Station Area Specific Plan & EIR – Project Manager
- Heart of Fairfield Specific Plan & EIR – Project Manager

AECOM  
2020 L Street, Suite 400  
Sacramento, CA 95811  
T 916 414 5800  
F 916 414 5850

## AGENDA TRANSMITTAL

**MEETING DATE:** February 2, 2021

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2021-\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with David Wade and Associates to Process the Development Application for the Highway 12 Logistics Center Project.

**FISCAL IMPACT:** There would be no impact to the General Fund. The cost for retaining the firm of David Wade and Associates to act as city staff and process the development application is \$66,000. Staff is requesting a ten percent contingency be added to the contract which would bring the total to \$72,600. This total cost will be fully borne by the developer/applicant.

**STRATEGIC PLAN IMPACT:** Provide Good Governance; Develop Sustainable Economy; Enhance the Environment.

**BACKGROUND:** In 2020, the City received a development application for the Highway 12 Logistics Center Project. The project as submitted would consist of approximately 1.25 million square feet of high-cube industrial development within the City's western Sphere of Influence which is west of the Downtown Suisun City and east of Ledgebrook Creek. Due to current workload and the complexity of the proposed project, it is necessary to hire a contract planner to process the entitlements. For this reason, the City circulated a Request for Proposals (RFP) in which six proposals were received:

- AES/Management Advisory Services
- First Carbon Solutions.
- Raney Planning and Management.
- Rincon Consultants Inc.
- Urban Planning Partners.
- Wade Associates.

Following staff's review, Wade Associates was selected due to both his proposal and staff's familiarity in working with him.

**STAFF REPORT:** Below is a listing of the proposed services that Mr. Wade will be providing as a part of this contract. Details to each of the tasks can be found in Attachment 2 of this staff report:

- Review of Proposal Application.
- Comparison of Application to City Policies, Ordinances, and Existing Services.
- Scheduling.

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

John Kearns, Senior Planner  
Greg Folsom, City Manager

- Establish Communication Procedures with City Staff and Applicant.
- Coordination of Information Flow and Resolution of Issues.
- Documentation of Entitlement, CEQA, Wetlands, and LAFCO Processes.
- Advise on Issues that Arise in the Entitlement Process.
- Coordination of LAFCO Annexation Process.
- Review of CEQA Draft and Final Documents.
- Preparation of Staff Reports.
- Presentations to Planning Commission and City Council.

The time for completion of the project will depend on several factors that are controlled by other stakeholders in the process, including but not limited to the CEQA production team and LAFCO. A specific master schedule will be prepared when consultation with the city and other stakeholders is completed.

The master schedule will establish key milestones for assessing progress throughout the entire process. The master schedule will be documented and monitored with Microsoft Project or similar software.

This contract is for an amount not to exceed \$66,000 plus a 10% contingency (\$6,600) for a grand total of \$72,600.

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**RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2021-\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with David Wade and Associates to Process the Development Application for the Highway 12 Logistics Center Project.

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#### **ATTACHMENTS:**

1. Council Resolution No. 2021-\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with David Wade and Associates to Process the Development Application for the Highway 12 Logistics Center Project.
2. Map of Highway 12 Logistics Center Project Area
3. David Wade and Associates Proposal.

**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT ON THE CITY'S BEHALF WITH  
DAVID WADE AND ASSOCIATES TO PROCESS THE DEVELOPMENT  
APPLICATION FOR THE HIGHWAY 12 LOGISTICS CENTER PROJECT**

**WHEREAS**, a development application has been received for the Highway 12 Logistics Center Project west of the Suisun City downtown and east of Ledge wood Creek and requires supplemental staff to move the project expeditiously; and

**WHEREAS**, it has been determined that it is necessary to hire a firm to process the development project at the full cost of the applicant; and

**WHEREAS**, the selected firm has a strong familiarity with the development project and has processed numerous entitlements throughout Northern California; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City authorizes the City Manager to execute a Professional Services Agreement on the City's behalf with David Wade and Associates to process the development application for the Highway 12 Logistics Center Project in the amount of \$66,000 plus a ten percent contingency for a grand total of \$72,600.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 2<sup>nd</sup> day of February 2021 by the following vote:

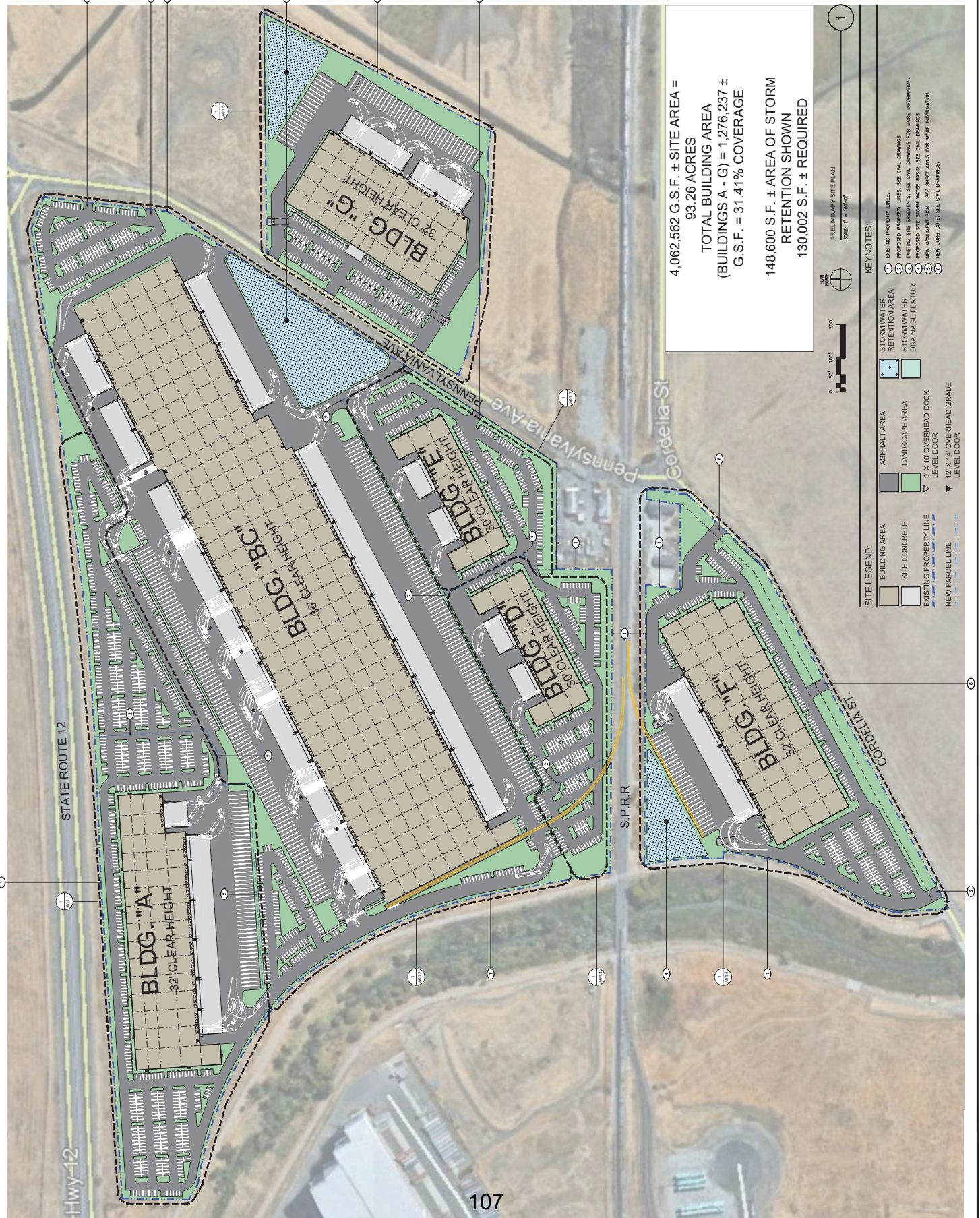
<b>AYES:</b>	Council Members:	_____
<b>NOES:</b>	Council Members:	_____
<b>ABSENT:</b>	Council Members:	_____
<b>ABSTAIN:</b>	Council Members:	_____

**WITNESS** my hand and the seal of said City this 2<sup>nd</sup> day of February 2021.

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

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January 18, 2021

City of Suisun City  
Development Services Department  
c/o John Kearns  
701 Civic Center Blvd.  
Suisun City, CA 94585

SUBJECT: Proposal for Project Planning Services of the *Highway 12 Logistics Center* Entitlement Process

Dear Mr. Kearns,

I am pleased to submit this proposal for Project Planning Services to the City of Suisun City.

**SETTING/ EXISTING CONDITIONS**

The City of Suisun City has received an application for approval of annexation, a rezoning and planned development of a logistics center and associated facilities on approximately 93 acres located near the intersection of Pennsylvania Avenue and State Route 12 (to the south).

**CONTRACT SERVICES OBJECTIVE**

The objective of the proposed services is to efficiently, and correctly process the application to the following milestones:

- certification of required CEQA documentation; and
- annexation to the City of Suisun City; and
- a decision regarding approval or denial of the application by the City Council.

I look forward to this opportunity to serve the City of Suisun City.

Sincerely,

A handwritten signature in black ink that reads 'David Wade'. The signature is fluid and cursive, with the first name 'David' being more prominent than the last name 'Wade'.

David Wade, AICP-CUD

Principal

## **OVERVIEW OF COMPANY AND PROJECT TEAM**

**Wade Associates**, a Land Planning, Environmental Planning and Urban Design firm, was established in Sacramento in 1981. The firm has prepared master plans, general plans, specific plans and companion design guidelines for nearly 50 master planned communities and jurisdictions in northern and central California, and in Nevada.

The firm has a demonstrated ability to address broad policy issues such as community growth and jobs-housing relationships, and yet is experienced in urban and small-scale design. Wade Associates has merged community and environmental planning by developing a combination specific plan/EIR process. The result is planning which minimizes the level of re-evaluation in the environmental analysis process, and which prepares a development that is responsive to the natural environment

## **KEY STAFF**

David Wade is principal/senior project manager with an extensive background in planning and design of environmentally sound, large- and small-scale urban development and environmental projects. He has over 40 years' experience in managing and planning master and specific plans for both public and private sectors. He has substantial skill in leading multi-disciplinary planning programs involving integration of planning, design, engineering, environmental, and policy studies. His expertise includes land use, socio-economics, community design, and public facilities.

As a founding Principal for Wade Associates, David Wade served as principal-in-charge and senior project manager for over 40 specific plan and general development plan projects in northern and central California and northern Nevada. He has developed expertise in managing large teams in a comprehensive planning effort on specific plan projects range from 160 to 5,000 acres.

Mr. Wade has served as a senior consultant to local governments on the preparation of specific plans and other planning documents. An example is the Mariposa Lakes Specific Plan, a 10,000 dwelling unit mixed use project in the City of Stockton. Mr. Wade provided direction on the overall project through the entitlements and provided editing of the plan documents.

Mr. Wade has prepared over 30 public facilities master plans, jobs/housing analyses, recreation master plans, public facility feasibility studies, master services assessments, and sphere of influence studies for public service agencies.

Prior to founding Wade Associates, Mr. Wade was the Executive Coordinator for the South Placer Policy Committee where he prepared a comprehensive policy document and conceptual regional plan for a 100 square mile area including Lincoln, Rocklin and Roseville plans to secure funding the Highway 65 Roseville Bypass.

Early in his career, as the Assistant Executive Officer for the Sacramento Local Agency Formation Commission, Mr. Wade prepared and managed studies on creation and reorganization of municipalities and special districts throughout Sacramento County.

### **SIMILAR PROJECT EXPERIENCES**

David Wade has served as the project manager or coordinator for local jurisdiction on the following similar projects:

- Hewlett Packard Roseville Plant Master Plan, City of Roseville
- Twelve Bridges Specific Plan Project Review, City of Lincoln
- Stanford Ranch Business Park, City of Rocklin
- Westside Industrial Specific Plan, City of Turlock
- El Dorado Hills Business Park Design Guidelines, El Dorado County

### **SCOPE OF SERVICES**

Wade Associates will provide the following services through the direct participation of David Wade, AICP-CUD. The key elements of this process include providing senior level experience in recognizing and resolving issues, coordinating among the various stakeholders, establishing viable communication channels, and establishing a master process schedule.

#### **1. Review of Proposal Application**

Wade will conduct a thorough review of the proposal application relative to the city requirements and will provide the applicant with a list/description of any deficiencies. Upon correction of any such deficiencies, Wade will issue to the applicant a notice of completion of the application.

#### **2. Comparison of Application to City Policies, Ordinances, and Existing Services**

Wade will conduct a thorough review of the application relative to all pertinent city policies and ordinances, and relative to the existing city and other public services required to serve the proposed development. Wade will issue to the applicant, city departments, and other affected agencies a description of any apparent discrepancies with such policies, ordinances, and service availabilities, and shall establish procedures for resolution of such discrepancies.

#### **3. Scheduling**

Upon discussion with the city, the applicant, and other key stakeholders, Wade will establish a master schedule for the process and will monitor the workflow to ensure an efficient and timely progress.

This cornerstone task will include all stakeholders in the process; including but not limited to:

- City of Suisun City
- City of Fairfield
- Solano County
- Solano County LAFCO
- Solano County Airport Land Use Commission
- Caltrans
- USAF (Travis AFB)

**4. Establish Communication Procedure with City Staff and Applicant**

Wade will establish and maintain a process of regular communication with the city staff and the applicant. At minimum this shall include a bi-weekly summary report, and periodic meetings either virtually or in person on a bi-weekly schedule, or as needed to resolve issues in a timely manner.

**5. Coordination of Information Flow, and Resolution of Issues**

Wade will provide coordination of information and resolution of issues throughout the entitlement process through regular communication and established resolution procedures.

**6. Documentation of the Entitlement, CEQA, Wetlands, and LAFCO Processes**

Wade will maintain a log of events, issues, and resolution of issues throughout the process in a digital form that is accessible by the city and applicant. Wade will create an on line archive of the log as well as pertinent documents in chronologic order. Wade will provide a bi-weekly summary of events, issues, and determinations.

**7. Advise on Issues that Arise in the Entitlement Process**

In addition to coordinating information flow, Wade will provide advice and recommendation on specific issues that may arise in the course of project proposal refinement and entitlement such as site design, urban design, and public policy.

**8. Coordination of LAFCO Annexation Process**

Wade will interface with the LAFCO staff and commission to coordinate and expedite the annexation of the project to the city.

**9. Review of CEQA Draft and Final Documents**

Wade will review draft sections of the CEQA documents and provide written comments as necessary to the CEQA consultants.

**10. Preparation of Staff Reports**

Wade will prepare staff reports to the Planning Commission and City Council. Such reports will be prepared in timely drafts to afford review by senior city staff.

**11. Presentations to Planning Commission and City Council**

Wade will make presentations to the Planning Commission, City Council, and other public entities as required in the entitlement procedures.

**COST ESTIMATE**

The City of Suisun City will compensate Wade Associates at \$195 per hour billed monthly on a time and materials basis as documented by a detailed time log in increments of 15 minutes. The time invoiced shall not exceed limits related to the specific tasks summarized as follows:

Tasks 1 through 3: not to exceed \$8,000

Tasks 4 through 7: not to exceed \$39,000

Wade Associates Proposal to City of Suisun City

Tasks 8: not to exceed \$7,000

Tasks 9 through 11: not to exceed \$12,000

Total Not to Exceed Labor \$66,000

Wade Associates will bill travel at \$0.575 per mile and a labor rate of one-half the quoted billing rate. Wade will bill materials and expenses at cost plus ten percent. Total materials and expenses shall be in addition to the Total Not to Exceed Labor cost but shall not exceed ten percent of that estimate without additional authorization from the City and the project applicant.

The proposed work will be under a contract with the City of Suisun City, however, it is understood that the project applicant reimburses such work. Wade Associates stipulates that in the event that such reimbursement does not occur, Wade Associates shall not hold the City of Suisun City liable for non-payment of the contract. In the event of non-payment of the contract for a period of 45 days following submittal of a monthly invoice, Wade Associates shall notify the city and cease work.

#### **UNANTICIPATED CONDITIONS**

Wade Associates bases the compensation proposal on the assumptions that:

- There are no legal challenges to the entitlement process, the LAFCO annexation process, the CEQA process, the wetland permitting process, or any other challenge.
- Wade Associates shall coordinate information with the US Army Corps of Engineers and other agencies related to wetland permitting, but the applicant shall have primary responsibility for pursuing necessary permits.

In the event of unanticipated conditions not addressed in the Proposed Services above the City of Suisun City and Wade Associates shall negotiate amendments to the compensation.

#### **SCHEDULE**

The time for completion of the project will depend on several factors that are controlled by other stakeholders in the process, including but not limited to the CEQA production team and LAFCO. A specific master schedule will be prepared when consultation with the city and other stakeholders is completed. The estimated time for completion of the entire process including entitlement including annexation processing and wetland permitting is estimated to be 12 to 18 months.

The master schedule will establish key milestones for assessing progress throughout the entire process. The master schedule will be documented and monitored with Microsoft Project or similar software.

#### **REVIEW OF THE STANDARD CONTRACT**

Wade Associates has no exceptions to the contract and insurance requirements.

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**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, DECEMBER 8, 2020**  
**6:30 P.M.**

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

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**NOTICE**

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

*PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.*

***ONLY A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT [clerk@suisun.com](mailto:clerk@suisun.com) OR 707 421-7302. FAMILY MEMBERS OF NEWLY ELECTED CITY OFFICIALS WILL HAVE PRIORITY FOR THE CEREMONIAL PORTION OF THE MEETING, ALL OTHER RESERVATIONS WILL BE ACCEPTED FOR THE BUSINESS PORTION OF THE MEETING.***

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

*ZOOM MEETING INFORMATION:*

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

*MEETING ID: 893 3399 4820*

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

*TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM*

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

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING*

*BY EMAILING [CLERK@SUISUN.COM](mailto:CLERK@SUISUN.COM) (PRIOR TO 6pm) OR*

*VIA WEBSITE OR PHONE APPLICATION, ZOOM*

*(If attending the meeting via phone press \*9 to raise your hand and \*6 to unmute/mute for public comment.)*

(Next Ord. No. – 777)

(Next City Council Res. No. 2020 – 144)

Next Suisun City Council Acting as Successor Agency Res. No. SA2020 - 03)

(Next Housing Authority Res. No. HA2020 – 02)

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

**ROLL CALL**

Mayor Wilson called the meeting to order at 6:46PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson

Pledge of Allegiance was led by Council Member Adams.

Invocation was given by City Manager Greg Folsom.

**PUBLIC COMMENT**

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

David Garcia voiced concern about the locations of the proposed cannabis dispensaries stating that they should be moved to a commercial location with other businesses.

George Guynn stated that over the next couple of years the city would need to get more revenue by having businesses that are producing. He also stated that he had attended the Board of Supervisors meeting where a lot of people in attendance were not happy with the government policy on wearing of masks and feels it is an overreaction.

Donna LeBlanc stated the parking lot at the Sunset Shopping center is not well maintained and asked if something could be done.

John Harter expressed disappointment in a letter written by senior Council Member Day to the Daily Republic where she referred to Wanda and Anthony as Lori's henchmen.

**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.)*

None

**CONSENT CALENDAR**

1. Council Adoption of Resolution No. 2020-147: Reciting the Fact of the General Municipal Election Held on November 3, 2020, Declaring the Result and such other Matters as Provided by Law – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

**Motion by Council Member Segala and seconded by Council Member Day to approve Consent Calendar. Motion carried unanimously by the following vote:**

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

**SPECIAL RESENTATIONS/APPOINTMENTS**

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

2. Presentation of Award to Council Member Anthony Adams – (Wilson: [lwilson@suisun.com](mailto:lwilson@suisun.com)).

Mayor Wilson read plaque inscription to Council Member Adams. Council Members thanked Council Member Adams for his hard work and dedication to the city. Council Member Adams thanked the Council for the appointment and the opportunity to serve the City and congratulated the new Council Members.

**SPECIAL BUSINESS:**

## 3. Administer Oath of Office:

- a. Oath of Office administered to Council Member Alma Hernandez by Supervisor Erin Hannigan.
- b. Oath of Office administered to Council Member Mike Hudson by Supervisor Jim Spering.
- c. Oath of Office administered to City Clerk Anita Skinner by retiring City Clerk Linda Hobson.
- d. Oath of Office administered to City Treasurer Michael McMurry by Supervisor Jim Spering.

**RECESS MEETING: 15 MINUTE BREAK****ROLL CALL OF NEWLY SEATED COUNCIL**

Mayor Wilson reconvened the meeting with the following Council / Board Members present: Day, Hernandez, Hudson, Williams, Wilson

**NOTIFICATION**

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

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

4. COVID-19 Update – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
5. Zencity Survey Update – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

**PRESENTATIONS/APPOINTMENTS**

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

6. Presentation of Proclamation Proclaiming December 1, 2020 “World Aids Day: Ending The HIVAIDS Epidemic: Resilience and Impact” – (Wilson: [lwilson@suisun.com](mailto:lwilson@suisun.com)).  
Eddrick Osborne thanked Council for allowing him to continue to bring awareness to the city and to mention the free film Blue Eye Shadow. He encouraged people to continue to fight against the HIVAIDS Epidemic.
7. Solano County Economic Development Corporation Annual Presentation by Robert Burris, President/CEO.
8. Suisun City Housing Authority Update – (Lawton: [klawton@suisun.com](mailto:klawton@suisun.com)).

**CONSENT CALENDAR**

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

**City Council**

9. Council Adoption of Resolution No. 2020 - 148: Authorizing the Title of Citizen Advisory Committees to Change to Community Advisory Committees – (Folsom/Wilson: [gfolson@suisun.com](mailto:gfolson@suisun.com) / [lwilson@suisun.com](mailto:lwilson@suisun.com)).
10. Council Adoption of Resolution No. 2020 - 149: Accepting the State Route 12 Advance Warning Devices Project, Federal Project Number HSIPL-5032(031), as Complete, and

Authorizing the City Manager to Record the Notice of Completion for the Project – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).

11. Council Adoption of Resolution No. 2020 - 150: Authorizing the City Manager to Execute a Transportation Funds for Clean Air Funding Agreement with the Solano Transportation Authority for the Traffic Calming Project at Suisun Elementary School and Dan O. Root Elementary School – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).

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

12. 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 October 20, 2020 and November 17, 2020 – (Hobson: [clerk@suisun.com](mailto:clerk@suisun.com)).

Council Member Hudson asked that Item 9 be pulled from Consent Calendar.

Council Member Williams asked that Item 12 be pulled from Consent Calendar.

**Item 10 & 11**

**Motion by Council Member Hudson and seconded by Council Member Williams to adopt Resolution No. 2020-149 and Resolution No. 2020-150. Motion carried unanimously by the following vote:**

**AYES: Day, Hernandez, Hudson, Williams, Wilson**

**Item 9**

**Motion by Council Member Williams and seconded by Council Member Hernandez to adopt Resolution No. 2020-148. Motion carried by the following vote:**

**AYES: Hernandez, Williams, Wilson**

**NOES: Day**

**ABSTAIN: Hudson**

**Item 12**

**Motion by Council Member Williams and seconded by Mayor Wilson to approve minutes of October 20, 2020 and November 17, 2020. Motion carried by the following vote:**

**AYES: Hernandez, Williams, Wilson**

**NOES: Day**

**ABSTAIN: Hudson**

**PUBLIC HEARINGS: NONE**

**GENERAL BUSINESS**

City Council

13. Council Adoption of Resolution No. 2020-151: Authorizing the City Manager to Establish a Suisun City Adopt-A-Street Program and to Allocate \$12,000 to Initiate the Program. – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).

Public Works Director, Matt Medill introduced Amany Saeed and Gisell Mendez, both residents of Suisun City and UC Davis Aggies, who presented the Adopt-A-Street Program.

George Guynn stated he would like to see the cost below \$12,000 if possible and that the City needed to continue to focus on obtaining revenue for the city.

Donna LeBlanc asked if the cost for the signs were included in the \$12,000 budget, would Public Works be installing the signs and does the clean up included public streets only and not shopping center parking lots.

Mr. Medill explained the signs were part of the budget and adhesive stickers would be used to replace the names of the groups so there would be a one-time cost to the installation of the signs which would be done by Public Works staff.

**Motion by Council Member Hudson to adopt Resolution No 2020-151 and seconded by Council Member Williams. Motion carried unanimously by the following vote:**

**AYES: Day, Hernandez, Hudson, Williams, Wilson.**

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

14. a. Council/Boardmembers

Council Member Day reported on the number of houses in her neighborhood that are being brought up and redone to a much better level and encouraged everyone to visit the area to see all the improvements.

Council Member Hudson received a call from a resident asking why the lights on the City's tree were not on. Mr. Medill explained that after the virtual tree lighting the lighting program had been reset but it had since been fixed. He also thanked everyone again for their trust and it is with humility that he can serve their needs.

Council Member Hernandez:

- stated that she would be receiving some formal training through the League of California Cities in January
- Recently received training on loans on Rebuilding Together for small businesses.
- New email address [ahernandez@suisun.com](mailto:ahernandez@suisun.com) and members of the public are welcome to contact her to discuss any concerns or issues they may have
- Honored to serve alongside great Council Members and thanked staff for guiding her through her first few days.

Vice-Mayor Williams welcomed new and returning Council members and is looking forward to working together to move Suisun City forward.

- Reported on the new Adopt a Neighborhood program being launched in 2021 which is a more comprehensive program that will help neighborhoods experiencing and uptick in urban decay. She talked about the goals and mission of the program and working with other local non-profit agencies. She thanked Katrina Garcia, Dave Anderson, Michelle Chavez, Belinda Brown and Mariah Kline for their work on the program.

- Received calls from residents at Summerwood subdivision regarding the homeless encampments along the railroad and hopes the City can continue to work with Southern Pacific to clean up the area.
- Asked staff to look into creating “quiet zones” along the Railroad so that trains will cease sounding horns at crossings.

b. Mayor/Chair

Mayor Wilson reminded everyone to wear masks, wash their hands to help end the pandemic.

15. City Manager/Executive Director/Staff

Greg Folsom again commented on being short staffed and wanted to acknowledge Public Works Director, Matt Medill who went out today to physically complete a job that otherwise may have had to wait until winter was over.

**ADJOURNMENT**

There being no further business Mayor Wilson adjourned the meeting at 9:35 PM.

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Anita L. Skinner  
City Clerk

## MINUTES

### SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, DECEMBER 15, 2020

5:30 P.M.

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

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#### NOTICE

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

*PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.*

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

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

**MEETING ID:** \_\_\_\_\_

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

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

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING  
BY EMAILING [CLERK@SUISUN.COM](mailto:CLERK@SUISUN.COM) (PRIOR TO 5pm) OR  
VIA WEBSITE OR PHONE APPLICATION, ZOOM.*

#### ROLL CALL

Mayor Wilson called the meeting to order with the following Council Members present: Hernandez, Hudson, Wilson. Council Member Day joined the meeting at 5:35PM. Vice-Mayor Williams joined the meeting at 6:13PM.

#### PUBLIC COMMENT

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

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



**CONFLICT OF INTEREST NOTIFICATION**

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

**CLOSED SESSION**

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

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

SCMPEA (Suisun City Management and Professional Employees' Association);

SCPOA (Suisun City Police Officers Association).

**CONVENE OPEN SESSION**

There were no announcements from Closed Session.

**ADJOURNMENT**

Mayor Wilson adjourned the meeting adjourned at 6:38PM

**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, DECEMBER 15, 2020**

**6:30 P.M.**

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

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**NOTICE**

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*DUE TO CORONAVIRUS COVID-19 CITY HALL IS CLOSED TO THE PUBLIC, RESIDENTS MAY ATTEND THE CITY COUNCIL MEETING VIA THE APPLICATION, ZOOM.*

*ZOOM MEETING INFORMATION:*

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

*MEETING ID: 856 1661 2004*

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

*TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM*

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

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING*

*BY EMAILING [CLERK@SUISUN.COM](mailto:CLERK@SUISUN.COM) (PRIOR TO 6pm) OR*

*VIA WEBSITE OR PHONE APPLICATION, ZOOM*

*(If attending the meeting via phone press \*9 to raise your hand and \*6 to unmute/mute for public comment.)*

(Next Ord. No. – 777)

(Next City Council Res. No. 2020 – 152)

Next Suisun City Council Acting as Successor Agency Res. No. SA2020 - 03)

(Next Housing Authority Res. No. HA2020 – 02)

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

**ROLL CALL**

Mayor Wilson called the regular meeting to order at 6:43 PM with the following Council / Board Members present: Day, Hernandez, Hudson, Williams, Wilson  
Pledge of Allegiance was led by Council Member Hernandez.  
Invocation was given by City Manager, Greg Folsom.

**PUBLIC COMMENT**

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

Courtney Bolger, resident who spoke about the money she raised for Cold Weather Kits. Her desire is to distribute first to people in need in Suisun City and subsequently to the rest of the County. She reached out to Mayor Wilson for assistance on distribution. Council Members Hudson, Hernandez and Williams all indicated they would be able to assist with contribution contacts. Mayor Wilson thanked Ms. Bolger for her inspiration and willingness to help the less fortunate in our community and hopes that it inspires others.

Ms. Skinner read a follow up email from Donna LeBlanc concerning the parking lot at the Sunset Shopping Center and who is responsible for cleaning up trash. Public Works Director, Matt Medill stated that he had not reached out to the shopping center but would have staff follow up.

**CONFLICT OF INTEREST NOTIFICATION**

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

Council Member Hudson stated that he has a conflict of interest on Item #16.

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

1. COVID-19 Update – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

Mr. Folsom explained that Solano County is part of the Bay Area Region and at this point has not implemented the stay-at-home order but the ICU has fallen to 11% therefore, he expects the order to happen in the next few days. He reminded everyone that City Hall is closed to the public and is currently open by appointments only and all Council and Commission meetings will be conducted by ZOOM.

Mayor Wilson encouraged all residents to participate via ZOOM or Facebook and to reach out to staff for any help in how to participate.

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

Mayoral Appointments to Recreation, Parks, Marina and Arts Commission Ad hoc.

Mayor Wilson explained that an open house for Commissions was held and the application period ends December 22<sup>nd</sup>. She noted that past tradition was to accept to the Commissions only those that had applied and because it was not policy did not vote on appointments and because of that she was creating an Ad hoc committee to review all applications and appointed Council Members Hernandez and Williams.

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

2. Council Adoption of Resolution No. 2020 - 152: Accepting the Suisun City Marina Dock Waterline Replacement Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project. – (Lofthus: [klofthus@suisun.com](mailto:klofthus@suisun.com)).
3. Council Adoption of Resolution No. 2020 - 153: Reaffirming the Necessity of the Development Impact Fees, and Accepting the Annual Report on Development Impact Fees. – (Deol: [ideol@suisun.com](mailto:ideol@suisun.com)).
4. Council Adoption of Resolution No. 2020 - 154: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project. – (Kearns: [jkearns@suisun.com](mailto:jkearns@suisun.com)).
5. Council Adoption of Resolution No. 2020 - 155: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with First Carbon Solutions to Prepare an Environmental Impact Report for the Suisun Logistics Center Project – (Kearns: [jkearns@suisun.com](mailto:jkearns@suisun.com)).
6. Council Adoption of Resolution No. 2020 - 156: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with DKS Associates for the Rectangular Rapid Flashing Beacons Project, Federal Project No. HSIPL-5032(033) - (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).
7. Council Adoption of Resolution No. 2020 - 157: Accepting the Civic Center Boulevard Asphalt Concrete Overlay and Waterline Replacement Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).
8. Council Adoption of Resolution No. 2020 - 158: Accepting the Lawler Ranch Masonry Wall & Monument Sign Painting Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).
9. Council Adoption of Resolution No. 2020 - 159: Authorizing the City Manager to Request that the Metropolitan Transportation Commission Allocate Fiscal Year 2020-2021 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding to the City for the Railroad Avenue Buffered Bicycle Lanes Project – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).

10. Council Adoption of Resolution No. 2020 - 160: Authorizing the City Manager to Request that the Metropolitan Transportation Commission Allocate Fiscal Year 2020-2021 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding to the City for the Main Street Pedestrian and Bicycle Striping Improvements Project – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).
11. Council Adoption of Resolution No. 2020 - 161: Adopting the Second Amendment to the Annual Appropriation Resolution No. 2020-82 to Accept Council Approved Grant from the Office of Traffic Safety to Purchase Extrication Equipment (Office of Traffic Safety Jaws of Life Grant) – (Vincent: [jvincent@suisun.com](mailto:jvincent@suisun.com)).
12. Council Adoption of Resolution No. 2020 - 162: Authorizing the City Manager to execute a purchase agreement with Golden State Fire Apparatus (Pierce Manufacturing Inc.) for a Mobile Light and Air Unit to be financed over 10 years – (Vincent: [jvincent@suisun.com](mailto:jvincent@suisun.com)).
13. Council Adoption of Resolution No. 2020 - 163: Authorizing the City Manager to execute a lease-to-own purchase agreement with Motorola Solutions, Inc., or its assignee, for portable and mobile radios for the Police Department – (Roth: [aroth@suisun.com](mailto:aroth@suisun.com)).

Suisun City Council Acting as Successor Agency

14. Agency Adoption of Resolution No. SA 2020-03: Receiving and Accepting a Recognized Obligation Payment Schedule 2021/22 (ROPS) for the Period of July 1, 2021 through June 30, 2022 – (Deol: [ldeol@suisun.com](mailto:ldeol@suisun.com)).

Council Member Williams pulled Items 4, 5, 12 and 13

Council Member Hudson pulled Item 6.

Council Member pulled Item 7.

**Motion by Vice Mayor Williams to approve Consent Calendar Items 2, 3, 8, 9, 10, 11, 14 and seconded by Council Member Hernandez. Motion approved by the following vote:**

**AYES: Day, Hernandez, Williams, Wilson**

**NOES: Hudson**

**Item #4**

**Motion by Vice Mayor Williams to approve Item #4 and seconded by Mayor Wilson. Motion passed by the following vote:**

**AYES: Hernandez, Hudson, Williams, Wilson**

**NOES: Day**

**Item #5**

**Joe Livaich, with Buzz Oates, property owner and applicant, gave a brief report on the Suisun Logistics Center Project.**

**Motion by Council Member Hudson to approve Item 5 and seconded by Council Member Hernandez. Motion passed unanimously by the following vote:**

**AYES: Day, Hernandez, Hudson, Williams, Wilson**

**Item #6****Public Comment:**

Allison Reagle asked that some type of lighted signal be considered at the crossings at Dan O Root School.

**Motion by Vice Mayor Williams to approved Item 6 and seconded by Council Member Day.**

**AYES: Day, Hernandez, Hudson, Williams, Wilson**

**Item #7**

**Council Member Hernandez made a correction on the staff report recommendation that it reflect the correct agenda item.**

**Motion by Council Member Hernandez to approve Item 7 and seconded Council Member Day. Motion passed unanimously by the following vote:**

**AYES: Day, Hernandez, Hudson, Williams, Wilson**

**Item #12**

**Council Member Hudson stated that he would like a formalized agreement with the City of Fairfield for the use of their equipment. Fire Chief Vincent stated he would research something more formal.**

**Public Comment:**

**City Clerk Skinner read letter of support from Anthony Velasquez, Fairfield Fire Chief.**

**Motion by Vice Mayor Williams to approve Item 12 and seconded by Council Member Hernandez. Mayor Wilson paused the vote to allow Council Member Day to speak. Council Member Day was not in favor of the ten-year agreement. Vice -Mayor Williams and Council Member Hernandez did not wish to amend their motion to change the language for the 10-year agreement. Motion passed by the following vote:**

**AYES: Hernandez, Williams, Wilson**

**NOES: Day, Hudson**

**Item #13**

**Commander Dan Healy gave a brief report. He explained that Solano County has a master plan for a communication system and this agreement will be consistent with Fairfield and Vacaville Police and Fire Departments.**

**Motion by Vice Mayor Williams to approve Item 13 and seconded by Council Member Hernandez. Motion unanimously carried by the following vote:**

**Ayes: Day, Hernandez, Hudson, Williams, Wilson**

**PUBLIC HEARINGS:**

**15. Public Hearing:** Council Introduction and Waive Reading of Ordinance No. 777: Amending Section 2.16.070 of the Suisun City Code to Update Recreation, Parks, Marina, & Arts Commission Start Time of the Monthly Commission Meetings – (Lofthus: [klofthus@suisun.com](mailto:klofthus@suisun.com)).

Recreation and Parks Director Kris Lofthus gave a brief report on the request to change the Monthly Commission Meeting time from 7pm to 6pm.

Mayor Wilson opened the Public Hearing. There being no public comments Mayor Wilson closed the Public Hearing.

Vice Mayor Williams felt the 6pm start time may, in the future after Covid, be a hinderance to those that may want to serve on the commission and recommending that the time change be for 6:30 pm.

Mayor Wilson stated that the meeting time could be changed by Council action at any time but is fine with the 6:30pm start time. Senior Planner, John Kearns confirmed that the Planning Commission meets at 6pm and with that Mayor Wilson withdrew her support for a 6:30pm start time therefore keeping the Commissions consistent.

City Attorney, Anthony Taylor read the title of Ordinance No. 777 for the record.

**Motion by Council Member Hernandez to adopt Ordinance No. 777 and seconded by Mayor Wilson. Motion passed by the following vote:**

**AYES: Day, Hernandez, Hudson, Wilson**

**NOES: Williams**

**Council Member Hudson stepped down from dais due to conflict of interest for Item 16.**

**16. Public Hearing:** Consideration of Amending the Suisun City Historic Waterfront Business Improvement District Assessment for Calendar/Fiscal Year 2021 – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

- a. Council Adoption of Resolution No. 2020-164: Amending the Suisun City Historic Waterfront Business Improvement District Assessment Levy for the District for Calendar/Fiscal Year 2021; and
- b. Council Introduction and Waive Reading of Ordinance No. 778: Repealing and Replacing Section 3.40.050 (Establishment of Benefit Assessment) of Chapter 3.40 (Main Street-Waterfront Business Improvement District) of Title 3 (Revenue and Finance) of the Suisun City Code

City Manager, Greg Folsom, gave a brief report to consider renewal and amend the assessment to add in additional business categories and fees.

Mayor Wilson opened the Public Hearing.



Laura Cole-Rowe thanked the Council for going through the renewal process. Ms. Rowe also stated that she had been contacted by several business owners that received their new billings indicating they were incorrect assessments.

Hearing no other comments Mayor Wilson closed the Public Hearing.

Mr. Folsom stated that staff had been notified of the incorrect billings and new bills would be sent out soon.

City Attorney, Anthony Taylor read the title of Ordinance No. 778 for the record.

**Motion by Council Member Hernandez to adopt Resolution No. 2020-164 and to Introduce and Waive Reading of Ordinance No. 778 and seconded by Vice-Mayor Williams. Motion passed by the following vote:**

**AYES: Day, Hernandez, Williams, Wilson**

**NOES: None**

**ABSENT: Hudson**

**17. Public Hearing:** Shryne Group Inc. Commercial Cannabis Business Permit, Site Plan/Architectural Review Permit, Cannabis Business Zone, and Development Agreement. Zone — (Kearns: [jkearns@suisun.com](mailto:jkearns@suisun.com)).

- a. Council adoption of Resolution No. 2020-165: Approving a Commercial Cannabis Business Permit and Site Plan/Architectural Review Permit, for SGI Suisun LLC dba Authentic 707 for a Type 10 Retail Cannabis Dispensary License and Type 11 Distribution License at 521 Railroad Avenue.
- b. Council Introduction and Waive Reading of Ordinance No. 779: An Ordinance of the City Council of the City of Suisun City, California Amending the Suisun City Zoning Map to Establish a Cannabis Business Zone for Assessor's Parcel Number: 0037-080-060.
- c. Council Introduction and Waive Reading of Ordinance No. 780: An Ordinance of the City Council of the City of Suisun City, California Approving a Development Agreement for with SGI Suisun LLC dba Authentic 707 at 521 Railroad Avenue

Senior Planner, John Kearns presented the staff report explaining cannabis regulations, appropriate tax rates and user fees over the past few years and as a result Council gave direction for staff to begin working with the Shryne Group.

Council Member Hudson asked if anyone had made contact with Mr. Garcia, who spoke at the last council meeting with concerns of the dispensary's location. Mr. Kearns stated that he had spoken with Mr. Garcia on several occasions who also spoke with the applicant.

Public Hearing opened

Brian Mitchell, applicant, stated that he has spoken with the neighbor, Mr. Garcia. He explained that landscaping and new fencing would be placed along that border. Mr. Mitchell also stated that they have 9 locations in California and have not had crime at any of their locations.

Donna LeBlanc stated that she hoped large trees would be planted rather than small saplings that would take longer to mature.

Steve Orly stated that with a skeletal police force how does the concept of security belong in this conversation.

City Clerk Skinner read email comment from Aaron Colyer showing support for a cannabis business zone. He is a disable veteran who uses medical marijuana and currently drives 30 minutes to Rio Vista; and this zone would be a benefit to Suisun City.

William Hampton experienced audio difficulties and Mayor Wilson indicated that if he sent an email before close of meeting it would be read into the minutes.

There being no further comments Mayor Wilson closed the Public Hearing.

Mr. Kearns stated that the landscape plans showed the planting of 9 trees and Council could mandate a specific size. He further explained that city required on site security 24-7 and the applicant was proposing more than that requirement to have little or no impact on City Police.

In response to Council Member Hudson's concerns of advertising, street scape Mr. Kearns stated with the fencing, age limitations to access property and 24-hour security school age children will not have access. Mr. Mitchell explained that California recently approved no billboard signage for cannabis businesses so any current signage would be coming down and most advertising is word of mouth.

Mr. Kearns explained briefly the process that led to establishing the zones to allow for a dispensary.

Vice Mayor Williams recommended that staff provide new/returning Council members background materials presented to Council during the approval process. She also asked that mature trees be planted.

Mayor Wilson thanked the Ad hoc and staff for their work and time on this project.

City Attorney Anthony Taylor read the titles of Ordinance No. 779 and Ordinance No. 780 for the record.

**Motion by Vice Mayor Williams to adopt Resolution No. 2020-166, Ordinance No. 779 and Ordinance No. 780 and seconded by Mayor Wilson. Motion passed unanimously by the following vote:**

**AYES: Day, Hernandez, Hudson, Williams, Wilson**

## **GENERAL BUSINESS**

### **City Council**

18. Council Adoption of Resolution No. 2020-166: Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2021 as Provided in Chapter 8.04 of the Suisun City Code Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2021 as Provided in Chapter 8.04 of the Suisun City Code – (Vincent: [jvincent@suisun.com](mailto:jvincent@suisun.com)).

Division Chief Carmen Maio gave a brief background which led to the City authorizing the sale and use of safe and sane fireworks and noting that 2020 had record sales for the non-profit groups.

Chief Vincent spoke on continued community education and enforcement. He also spoke about animal safety and will reach out to Vice Mayor Williams for organization contacts.

Mayor Wilson thanked Tony and Patricia Brantley for suggesting lawns signs letting the community know that they live in a safe neighborhood and illegal fireworks will be reported.

#### PUBLIC COMMENTS

Allison Reagle, Parent Teacher Organization with Dan O. Root II school, spoke on the benefits the school has received from being one of the non-profits allowed to operate a Safe and Sane Fireworks booth for the past three years and requested that the City consider some reduction in the amount taken from the non-profit groups in 2021.

Donna LaBlanc complimented on the Council's perception on the education needed by the public and using multi-language material.

Mr. Olry complimented Chief Vincent on educating the public and the signage at the entrances into the city.

Warren Vasquez had technical difficulties.

It was noted at 9:27 PM Council Member Day had left meeting.

Greg Folsom and Kris Lofthus briefly explained costs associated with the July 4<sup>th</sup> celebration.

Council Member Day returned to meeting at 9:34 PM.

Council Member Hudson stated he would like to bring back the item to discuss the split further. There being no consensus Mayor Wilson asked for a motion.

**Motion by Vice Mayor Williams to adopt Resolution No. 2020-166 and seconded by Mayor Wilson. Motion carried unanimously by the following vote:**

**AYES: Day, Hernandez, Hudson, Williams, Wilson**

19. Community Benefits Program: (Lofthus: [klofthus@suisun.com](mailto:klofthus@suisun.com)).

- a. Council Adoption of Council Resolution No. 2020-167: Adopting the City of Suisun City Partnership Policy and Application
- b. Council Adoption of Council Resolution No. 2020-168: Adopting the City of Suisun City Special Event Permit Application
- c. Council Adoption of Council Resolution No. 2020-169: Adopting the City of Suisun City Fee Waiver Policy and Application

Mayor Wilson stated that these items have been before the Council on three separate occasions and also before the Parks and Recreation Commission. All the changes that the Council discussed have been incorporated.

**PUBLIC COMMENTS**

Mr. Vasquez spoke about cannabis and homelessness. Mayor Wilson explained that because the items had been voted on his comments would be recorded and staff members would follow-up with him. He suggested that the City open up a large area where people could sit in their vehicles and watch the fireworks.

**Motion by Vice Mayor Williams to adopt Resolution No 2020-167, Resolution No. 2020-168 and Resolution No. 2020-169 and seconded by Mayor Wilson. Motion passed unanimously by the following vote:**

**AYES: Day, Hernandez, Hudson, Williams, Wilson**

**REPORTS: (Informational items only.)****20. a. Council/Boardmembers**

Council Member Hudson wished everyone a safe and happy holiday season.

Council Member Hernandez thanked those that joined in the meeting especially the first timers. She stated that her new email was [ahernandez@suisun.com](mailto:ahernandez@suisun.com).

Vice Mayor Williams received an email regarding the property along Railroad and Sunset regarding the homeless encampments. She spoke with City Attorney Anthony Taylor about a possible MOU with the property owner for trash removal and removing anyone not authorized to be on the property. She also wished everyone a Merry Christmas and a happy holiday season.

**b. Mayor/Chair**

Mayor Wilson read an email from William Hampton who was having technical difficulties earlier. Mr. Hampton supported the location of the cannabis dispensary at 521 Railroad Avenue.

Mayor Wilson wished everyone a Merry Christmas. She spoke about the Virtual Tree Lighting ceremony and thanked Jeramy Sossaman and the Sossaman family for provided the music, thanked the Solano Yacht Club for their unofficial lighted boat parade. She encouraged everyone to mask up and stay safe.

**21. City Manager/Executive Director/Staff**

Greg Folsom stated there were some items regarding labor issues and Deputy Clerk Pock would follow up with the Council for availability.

**ADJOURNMENT**

There being no further business Mayor Wilson adjourned the meeting at 9:53 PM.

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Anita Skinner, City Clerk

**MINUTES**

**SPECIAL MEETING OF THE  
SUISUN CITY COUNCIL**

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

**AND HOUSING AUTHORITY**

**TUESDAY, DECEMBER 22, 2020**

**6:30 P.M.**

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

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**NOTICE**

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

*PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.*

*DUE TO CORONAVIRUS COVID-19 CITY HALL IS CLOSED TO THE PUBLIC, RESIDENTS MAY ATTEND THE CITY COUNCIL MEETING VIA THE APPLICATION, ZOOM.*

**ZOOM MEETING INFORMATION:**

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

**MEETING ID: 873 9326 9112**

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

**TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE**

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

**REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING**

**BY EMAILING [CLERK@SUISUN.COM](mailto:CLERK@SUISUN.COM) (PRIOR TO 6pm) OR**

**VIA WEBSITE OR PHONE APPLICATION, ZOOM**

*(If attending the meeting via phone press \*9 to raise your hand and \*6 to unmute/mute for public comment.)*

(Next Ord. No. – 780)

(Next City Council Res. No. 2020 – 170)

Next Suisun City Council Acting as Successor Agency Res. No. SA2020 - 04)

(Next Housing Authority Res. No. HA2020 – 02)

**ROLL CALL**

Mayor Wilson called the regular meeting to order at 6:32 PM with the following Council / Board Members present: Day, Hernandez, Hudson, Williams, Wilson

Pledge of Allegiance was led by Council Member Hernandez.

Invocation was given by City Manager, Greg Folsom.

**PUBLIC COMMENT**

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

George Guynn commented he attempted to attend the previous Council meeting only to be turned away and was unable to log into the meeting. He feels the city is being over cautious and that it is a detriment to the public. He also feels too much is being spent on the Fire Department and the City should be generating more revenue and encouraging new businesses.

**CONFLICT OF INTEREST NOTIFICATION - NONE**

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

**REPORTS: (Informational items only.) – NONE****PRESENTATIONS/APPOINTMENTS - NONE**

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

**CONSENT CALENDAR**

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

**City Council**

1. Council Adoption of Resolution 2020-170: Authorizing the City Manager to Execute a Professional Services Agreement with Cooperative Personnel Services, dba CPS HR Consulting (CPS HR) for Contract Personnel Services.– (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
2. Approve the Second Amendment to the Suisun City Police Officers' Association (SCPOA) Memorandum of Understanding (MOU) Effective January 1, 2019 through December 31, 2020; Approve the Second Amendment to the Suisun City Employees Association (SCEA) MOU effective January 1, 2019 through December 31, 2020; Approve the Third Amendment to the Suisun City Management and Professional Employees Association (SCMPEA) MOU Effective December 28, 2018 through December 31, 2020 – (Colin Tanner, City Attorney).
  - a. Council Adoption of Resolution No. 2020-171: Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Police Officers' Association (SCPOA) Effective December 28, 2018 Through December 31, 2020, to Extend the Term of the MOU and Through June 30, 2021
  - b. Council Adoption of Resolution No. 2020-172: Approving a Third Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Employees Association (SCEA) Effective December 28, 2018 Through December 31, 2020, to Extend the Term of the MOU and Through June 30, 2021.
  - c. Council Adoption of Resolution No. 2020-173: Approving a Fourth Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Management and Professional Employees' Association (SCMPEA) Effective December 28, 2018 Through December 31, 2020, to Extend the Term of the MOU and Through June 30, 2021.

Council Member Hudson pulled Item #1.

**PUBLIC COMMENT:**

**Item #2.**

George Guynn stated that a special meeting was not necessary. He stated that the City should hire a property manager rather than hire high salary personnel.

Caller agreed with Mr. Guynn stating the economy was too small to deal with future burden.

City Manager, Greg Folsom explained this item was extending the existing MOU's to the end of the fiscal year and there were no raises or COLA's.

**Motion by Council Member Hernandez to adopt Resolution No. 2020-171, Resolution No. 2020-172 and Resolution No. 2020-173 and seconded by Vice Mayor Williams. Motion passed by the following vote:**

**AYES: Hernandez, Williams, Wilson**

**NOES: Day, Hudson**

**Item #1**

Council Member Hudson questioned the outsourcing of HR.

Mr. Folsom explained there are currently two vacancies in Human Resources and this will allow an opportunity to consolidate those positions into one higher qualified position. The consultant is currently helping to update HR policies and create a Human Resources Administrator job description.

**Motion by Council Member Hudson to adopt Resolution No. 2020-170 and seconded by Vice Mayor Williams. Motion passed unanimously by the following vote:**

**AYES: Day, Hernandez, Hudson, Williams, Wilson**

**PUBLIC HEARINGS:** None

**GENERAL BUSINESS** None

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

3. a. Council/Boardmember

Council Member Hudson wished everyone Merry Christmas.

Council Member Hernandez wished everyone a wonderful and safe holiday season.



Vice Mayor Williams asked for clarification on a NO vote if a reason was needed. Mayor Wilson stated reasons were only required on Abstention votes.

Vice Mayor Williams wished everyone a Merry Christmas and Happy New Year.

b. Mayor/Chair

Mayor Wilson wished everyone a Merry Christmas and encouraged everyone to continue to be safe and looking forward to a brighter 2021.

4. City Manager/Executive Director/Staff

Mr. Folsom stated that there was a pipe break at the Police Department and water had to be turned off at City Hall. With no working fire sprinklers City Hall had to be evacuated and repair work should be completed Wednesday morning.

Mayor Wilson stated that Commission applications were due December 22<sup>nd</sup> but because City Hall had to close the deadline for applications was being extended to January 5, 2021.

**ADJOURNMENT**

There being no further business Mayor Wilson adjourned the meeting at 7:08 PM.

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Anita Skinner, City Clerk

## AGENDA TRANSMITTAL

**MEETING DATE:** February 2, 2021

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**AGENDA ITEM:** Consideration of Interim Urgency Ordinance No.\_\_\_\_; Establishing a Moratorium on Heavy Equipment Storage and/or Rental Facilities:

- A. **Public Hearing:** Council Adoption of Ordinance No. \_\_\_\_: An Interim Urgency Ordinance of the City of Suisun City Establishing a Temporary 45-Day moratorium Prohibiting Heavy Equipment Storage and/or Rental Facilities and Related Uses and the Establishment, Expansion, or Modification of the Same in the City of Suisun City.

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**FISCAL IMPACT:** Some amount of City staff time will be incurred by the City Manager and planning staff to determine the future zoning of the heavy equipment storage and rental facilities.

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**BACKGROUND:** The City has determined that heavy equipment rental and/or storage facilities (“Heavy Equipment Facility”) have been established in the City but are currently unregulated by the Suisun Municipal Code. The proposed interim urgency ordinance would establish a temporary moratorium on Heavy Equipment Facilities to allow the City to determine the appropriate zoning regulations for such a use.

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**STAFF REPORT:** Heavy Equipment Facilities have been established in the City’s Commercial Services and Fabricating (CSF) Zone. Such Heavy Equipment Facility includes the storage and/or rental of heavy equipment, up to and including those used for construction projects, and diesel gasoline distribution facilities. Currently, the Suisun Municipal Code does not provide for any regulation of such Heavy Equipment Facilities.

Government Code Section 65858 expressly authorizes the City Council, in order to protect public health, safety, and welfare, to adopt an interim urgency ordinance prohibiting a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time, provided that the urgency measure shall require a four-fifths vote of the legislative body for adoption, and shall be of no further force and effect 45 days from its date of adoption, unless duly extended.

The proposed interim urgency ordinance would establish a temporary moratorium prohibiting Heavy Equipment Facilities within the City and halting the establishment, expansion, or modification of Heavy Equipment Facilities within the City. If the Council adopts the urgency moratorium, it would remain in effect for 45 days. Within that time, staff would begin work on a permanent ordinance to be presented to the Planning Commission. Staff would also return to the Council within 35 days with the required report on steps taken to address the issue. If a new, permanent ordinance could not be adopted within the 45 days, the Council could consider an ordinance extending the moratorium.

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**APPROVED BY:**

Greg Folsom, City Manager

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**RECOMMENDATION:** It is recommended that the City Council:

1. Conduct a Public Hearing on Interim Urgency Ordinance \_\_; and
2. Council Adoption of Ordinance No. \_\_: An Interim Urgency Ordinance of the City of Suisun City Establishing a Temporary 45-Day moratorium Prohibiting Heavy Equipment Storage and/or Rental Facilities and Related Uses and the Establishment, Expansion, or Modification of the Same in the City of Suisun City.

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**ATTACHMENTS:**

1. Interim Urgency Ordinance No. \_\_, Establishing a Temporary 45-Day moratorium Prohibiting Heavy Equipment Storage and/or Rental Facilities and Related Uses and the Establishment, Expansion, or Modification of the Same in the City of Suisun City.
2. PowerPoint Presentation.

**INTERIM URGENCY ORDINANCE NO. \_\_\_\_**

**AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF SUISUN, CALIFORNIA, ESTABLISHING A  
TEMPORARY 45-DAY MORATORIUM PROHIBITING HEAVY  
EQUIPMENT STORAGE AND/OR RENTAL FACILITIES AND  
RELATED USES AND THE ESTABLISHMENT, EXPANSION, OR  
MODIFICATION OF THE SAME IN THE CITY OF SUISUN CITY**

**WHEREAS**, the City of Suisun City (“City”) has the police power, pursuant to Article XI, section 7 of the California Constitution, to make and enforce ordinances to regulate the use of land within its jurisdictional boundaries, to the extent such regulations are not in conflict with the general laws of the State of California; and; and

**WHEREAS**, Government Code Section 65858 expressly authorizes the City Council, in order to protect public health, safety, and welfare, to adopt an interim urgency ordinance prohibiting a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time, provided that the urgency measure shall require a four-fifths vote of the legislative body for adoption, and shall be of no further force and effect 45 days from its date of adoption, unless duly extended; and

**WHEREAS**, Government Code Sections 36934 and 36937 expressly authorize the City Council to enact urgency ordinances, which take effect immediately upon introduction, for the immediate preservation of the public peace, health, or safety, containing a declaration of the facts constituting the urgency, and which must be passed by a four-fifths vote of the City Council; and,

**WHEREAS**, the City Council of the City of Suisun City has determined that Heavy Equipment Facilities have developed within the City; and,

**WHEREAS**, Heavy Equipment Facilities are not currently addressed within the Commercial Services and Fabricating (“CSF”) Zone in the Suisun City Municipal Code, and as such, may be established on a property with minimal regulation or City oversight; and

**WHEREAS**, the City Council has concerns regarding the potential health and safety effects of Heavy Equipment Facilities when not properly regulated due to the risks associated with unregulated use of heavy equipment and associated diesel gasoline dispensing, as well as the environmental, development, and economic standards applicable to Heavy Equipment Facilities; and

**WHEREAS**, the City Council finds that the potential detrimental impacts of Heavy Equipment Facilities are not addressed by the City’s current zoning regulations; and

**WHEREAS**, the City intends to update the Suisun City Municipal Code to further address the potential side effects of Heavy Equipment Facilities, and to ensure that they are properly regulated within the City; and

**WHEREAS**, City staff, the City Planning Commission, and the City Council, each requires a reasonable period of time to study regulations and developments for Heavy Equipment Facilities to determine the potential adverse impacts on the health and safety, environment, traffic, aesthetics, and economic quality of properties within the City, and to make recommendations on appropriate alternative regulations for Heavy Equipment Facilities within the City; and

**WHEREAS**, the City desires to establish, on an urgency basis, a temporary moratorium prohibiting Heavy Equipment Facilities within the City and halting the establishment, expansion, or modification of Heavy Equipment Facilities within the City through the adoption of this Ordinance to further the purposes stated herein.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY AS FOLLOWS:**

**SECTION 1.** The forgoing recitals are true and correct and incorporated herein by this reference.

**SECTION 2.** **DEFINITIONS.** As used in this Interim Urgency Ordinance, the following terms shall have the following meanings:

- a. “Establishment” means to bring into existence (a new Heavy Equipment Facility).
- b. “Expansion” means:
  - i. An increase of the total size of the floor area of any existing building area by 10% or more;
  - ii. Any expansion/intensification of a Heavy Equipment Facility;
  - iii. Construction of any new structure on the premises of an existing business;
- c. “Heavy Equipment Facility” means a facility where equipment and/or large vehicles are stored, rented, staged, or in any way used, including large equipment used on construction projects, as well as storage, dispensing, or distribution of fuel or of any other hazardous materials and substances regulated by state and/or federal law..
- d. “Heavy Equipment” means equipment or vehicles exceeding 5000 lbs, not including automobiles, boats, pickup trucks, or recreational vehicles.

- e. “Facility” means a temporary or permanent use of land or use of premises, a building or structure, or part of a building or structure.
- f. “Modification” means making any changes, remodeling, or alterations to an existing building or site that require permits. Modification shall include change in tenant at an existing facility requiring a business license. A change in tenant means any amendment to a lease agreement that extends the term of the lease for more than three years, or a new lease agreement with a term longer than three years.

**SECTION 3.**     **IMMEDIATE THREAT.** The City Council finds that there is a current and immediate threat to public health, safety, and welfare posed by Heavy Equipment Facilities within the City, due to the insufficiency of regulations under the Suisun City Municipal Code. As stated above, the lack of regulation on Heavy Equipment Facilities poses health and safety risks to surrounding properties due the dangers associated with the unregulated operation of Heavy Equipment Facilities. Heavy Equipment Uses may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City Council and planning department is considering. This Ordinance is necessary as an urgency measure to address said threats to public health, safety, and welfare.

**SECTION 4.**     **MORATORIUM.** Accordingly, the Suisun City Council hereby adopts a moratorium pursuant to California Government Code Section 65858 prohibiting Heavy Equipment Facilities and halting the establishment, expansion, or modifications of Heavy Equipment Facilities in the City (“Moratorium”). During the Moratorium, Heavy Equipment Facilities are prohibited and the City shall not accept any new applications, or issue any permits or entitlements, for such uses.

**SECTION 5.**     **DURATION OF ORDINANCE.** This Moratorium is enacted pursuant to the authority conferred upon the City Council of the City of Suisun City by Government Code Section 65858, and therefore shall be in full force and effect immediately upon its adoption by a four-fifths (4/5) vote of the City Council. This Moratorium shall continue in effect for forty-five (45) days from the date of its adoption and shall thereafter be of no further force and effect, unless, after notice pursuant to Government Code Section 65090 and a public hearing, the City Council extends the Moratorium for an additional period of time pursuant to Government Code Section 65858.

**SECTION 6.**     **ENFORCEMENT.** The City may enforce any provision of this Ordinance by mandamus, injunction, or any other appropriate civil remedy in any court of competent jurisdiction.

**SECTION 7.**     **CITY ACTION.** During the period of this Moratorium, and any extension thereof, the City Manager or his designees shall: (1) review and consider options for the regulation of heavy equipment storage and gasoline dispensing facilities and related uses, and (2) shall issue a written report describing the measures which the City has taken to address the conditions which led to the adoption of this ordinance with the City Council ten (10) days prior the expiration of this Moratorium, or any extension thereof, and (3) shall make said report available to the public.

**SECTION 8.**     **ENVIRONMENTAL REVIEW.** Pursuant to Section 15378(b)(5) of the California Environmental Quality Act (CEQA), this Ordinance is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this Ordinance is exempt from CEQA review because there is no possibility that the Moratorium may have a significant effect on the environment, insofar as it prohibits the construction of or alterations to, Heavy Equipment Facilities within the City. Furthermore, even if the Ordinance is considered a project, the proposed moratorium is categorically exempt under CEQA Guidelines Section 15308, because it is clear that the Moratorium will not create an environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the eventual adoption of regulations and development standards on Heavy Equipment Facilities. Accordingly, no further environmental review is necessary.

Furthermore, as the Ordinance is an administrative procedure related to uses, facilities, and regulations identified in the Suisun City Municipal Code and General Plan, and given that the proposed Ordinance is not related to a specific project, the Ordinance (i) by virtue of the location of affected improvements, will not impact a sensitive environmental resource of hazardous or critical concern; (ii) will not have a cumulative impact on the environment through successive projects of the same type, in the same place, over time; (iii) does not have any unusual circumstances that will have a significant effect on the environment; (iv) does not impact a scenic highway; (v) is not located on a hazardous waste site; and (vi) will not adversely impact a historical resource. Accordingly, none of the exceptions to categorical exemptions set forth in the CEQA Guidelines, Section 15300.2, apply to this Ordinance.

**SECTION 9.**     **EFFECTIVE DATE.** This Ordinance shall take effect immediately and shall be of no further force and effect forty-five (45) days thereafter unless the City Council extends such Ordinance following a noticed public hearing.

**SECTION 10.**     **SEVERABILITY.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or



unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 11.**    **LIBERAL CONSTRUCTION.** The provisions of these Sections shall be liberally construed as necessary to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety and convenience.

**SECTION 12.**    **PUBLICATION.** The City Clerk is directed to cause this Ordinance to be published within 15 days of its passage in a newspaper of general circulation published and circulated within the City of Suisun.

[SIGNATURES OF FOLLOWING PAGE]

**PASSED, APPROVED, AND ADOPTED** by a four-fifths (4/5) vote on this 2nd day of February, 2021.

\_\_\_\_\_  
Lori D. Wilson, Mayor

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL CONTENT:

\_\_\_\_\_  
Aleshire & Wynder, LLP

**CERTIFICATION**

I, Donna Pock, Deputy City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the foregoing ordinance was adopted at a regular meeting of the City Council held on February 2, 2021 by the following 4/5 vote:

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

**WITNESS** my hand and the seal of said City this 2nd day of February, 2021.

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



# Interim Urgency Ordinance Heavy Equipment Storage and/or Rental Facilities

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DATE: FEBRUARY 2, 2021



# Background

- The City has determined that heavy equipment rental and storage facilities (“Heavy Equipment Facility”) have been established in the City, but are currently unregulated by the Suisun City Municipal Code.
- The proposed interim urgency ordinance would establish a temporary moratorium on Heavy Equipment Facilities to allow the City to determine the appropriate zoning regulations for such a use.



# Urgency Ordinance

## Key Points



- Government Code Section 65858 expressly authorizes the City Council to adopt an interim urgency ordinance prohibiting a use that is in conflict with the City's planning documents or the planning department is considering or studying or intends to study within a reasonable time, provided that the urgency measure shall require a **four-fifths vote** of the legislative body for adoption, and shall be of no further force and effect 45 days from its date of adoption, unless duly extended.
- If the Council adopts the urgency moratorium, it **would remain in effect for 45 days.** During this time staff would begin work on a permanent ordinance.
- Staff would return to the Council within **35 days** with the required report on steps taken to address the issue.
- If a new, permanent ordinance could not be adopted within the **45 days**, the Council could consider an ordinance extending the moratorium.



# Recommendation

It is recommended that the City Council:

1. Conduct a Public Hearing on Interim Urgency Ordinance \_\_; and
2. Introduce and Waive Reading of Interim Urgency Ordinance No. \_\_: Establishing a Temporary 45-Day moratorium Prohibiting Heavy Equipment Storage and/or Rental Facilities and Relate Uses and the Establishment, Expansion, or Modification of the Same in the City of Suisun City.

## AGENDA TRANSMITTAL

**MEETING DATE:** February 2, 2021

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**CITY AGENDA ITEM:** Elected Official Compensation and Benefits:

1. Discuss and provide direction to staff regarding Budget Ad Hoc Committee recommendations on elected official compensation and benefits.

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**FISCAL IMPACT:** There may be a future fiscal impact depending upon direction provided by Council.

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**BACKGROUND:** California Government Code Section 36516 provides for a base salary of a maximum of \$300 per month for city councilmembers for cities with Suisun City's population. Government Code Section 36516(c) allows compensation increases above the \$300 per month in an amount up to 5.0 percent for each calendar year from the operative date of the last salary adjustment. On September 3, 1991, the City Council adopted Ordinance No. 597, which provided for a \$300 monthly salary for Councilmembers. On May 15, 2007, the City Council increased their salary to \$654.86 by ordinance pursuant to California Government Code Section 36516 and set the vehicle allowance by resolution. No changes to elected officials' salaries have been made since that time. Any changes in Councilmember salaries must be made by ordinance or ordinance amendment.

The City Council may adjust the salaries of the City Clerk and the City Treasurer by ordinance. Such adjustments may not take effect until a "new" Clerk or Treasurer is seated. While state law sets limits on the adjustment of Councilmember salaries, no such limits exist for these two elective offices. Currently, the City Clerk salary is set at \$416 per month and the City Treasurer salary is set at \$200 per month.

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**STAFF REPORT:** During the election season last year, Elected Official pay and benefits came up as a recurring discussion point and staff was directed to bring this topic back after the new year for discussion and direction. Here is a summary of current Elected Official pay and benefits:

	<u>Salary</u> <u>(monthly)</u>	<u>Vehicle</u> <u>Allowance</u>
<b>Mayor</b>	\$ 654.86	\$ 425.00
<b>Councilmembers</b>	\$ 654.86	\$ 390.00
<b>City Clerk</b>	\$ 416.00	\$ 100.00
<b>City Treasurer</b>	\$ 200.00	\$ 0

In addition, Councilmembers receive medical coverage benefits and life insurance benefits equal to regular city employees. Councilmembers can either receive the equivalent of the "Kaiser rate" towards selecting healthcare or can receive an in-lieu payment of \$500/month (single) or

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**PREPARED/REVIEWED/APPROVED BY:**

Greg Folsom, City Manager



\$700/month (family). Councilmembers also receive \$330 per month in deferred compensation and can opt-in to CalPERS or PARS, which the City pays for.

The City Clerk and City Treasurer also qualify for medical coverage and life insurance benefits, but not deferred compensation. In addition to direct pay and benefit costs, the City also bears the expense for Medicare and Workers Comp insurance for all elected officials.

The total cost in 2021 for pay and benefits for the City Council is expected to be \$145,658. The total cost in 2021 for pay and benefits for City Clerk and City Treasurer is expected to be \$37,571. Actual costs depend upon what benefits an elected official decides upon, but are expected to run between \$15,305 per year to \$37,426 per year.

**Healthcare benefit:** The cost of healthcare is the single highest cost, potentially running as high as \$25,385 per year per elected official who selects the family level of coverage. The following are the coverage payment levels:

- Kaiser Rate Single - \$9,763.68
- Kaiser Rate +1 Dependent - \$19,527.36/yr
- Kaiser Rate +2 Dependents \$25,385/yr
- In-lieu Single - \$500
- In-lieu Family - \$700

#### **Comparisons to Other Solano County Cities:**

Staff reached out to the other cities in Solano County and reviewed various available documents to compare Elected Official Pay and Benefits and the chart is attached. Vallejo appears to have the highest Councilmember salaries. Suisun City has the most generous healthcare and retirement benefits. Benicia appears to have the highest paid elected City Clerk and also appears to provide health insurance benefits to the elected City Clerk. Suisun City and Fairfield appear to be the only cities to offer health insurance to the elected City Treasurer. However, it has been difficult to get information from some cities regarding elected official benefits.

#### **Ad Hoc Committee Recommendations:**

Salary: The Ad Hoc recommends no immediate change to Council salary, but does recommend a change to the City Clerk and the City Treasurer. Ad hoc recommends the City Clerk salary be set at 50% of Council salary and that the City Treasurer salary be set at 25% of Council salary. This recommendation would reduce the Clerk salary from \$4,992 per year (\$416/month) to \$3,929.16 per year (\$327/43/month) and would reduce the Treasurer salary from \$2,400 per year (\$200/month) to \$1,964.58 per year (\$163.72/month). In addition, the Ad hoc recommends that the Council salary be reviewed on an annual basis during the budget process to consider increasing the Council salary by the CPI, not to exceed 5% per year. Council would not be obligated to increase salary, but if they did it would apply to the City Clerk salary and City Treasurer salary as well. Per Government Code, the increase would not take effect until new terms begin. The reduction in the City Clerk and City Treasurer salaries would save approximately \$1,500 per year once the current officials' terms expire in 2024.

Vehicle Allowance: The Ad hoc recommends no change to the Council vehicle allowances, but did recommend that the City Clerk and City Treasurer not receive a vehicle allowance but would be eligible for mileage reimbursement as allowed by the city travel policy. This action could take effect at any time designated by Council and would save approximately \$1,200 per year.

Medical Insurance: The Ad hoc recommends reducing the medical insurance benefit for Council members to 75% of the applicable (single/family) Kaiser rate rather than the current 100% of the applicable Kaiser rate and setting the “in-lieu” rate to 45% of the City-paid portion of the family Kaiser rate. For example, 75% of the current Kaiser family rate of \$18,936/year is \$14,202 so the City would now pay \$14,202 rather than \$18,936 toward an eligible Councilmember’s health insurance cost. The in-lieu would also be reduced to \$6,390.90 per year from the current \$8,400 per year. A single Councilmember would see a slight increase from \$6,000 per year.

The Ad hoc also recommends that medical insurance and in-lieu payments be eliminated as a benefit for the City Treasurer position. The Ad hoc further recommends that these changes to the health insurance plans go into effect as of July 1<sup>st</sup>, 2021 but that no changes to premiums for those on the health plan as of June 30<sup>th</sup> take place through December 31<sup>st</sup> so as not to adversely impact any elected official currently on the medical plan until after the next open enrollment period.

It is difficult to determine the exact savings since each elected official makes their own election whether to take the health insurance benefit or the in-lieu. The potential savings, assuming every elected official were to take the maximum benefit, is approximately \$61,542. This savings assumes a \$4,734 savings per Councilmember by reducing the health insurance payment to 75% of the Kaiser rate and a savings of up to \$25,385 by eliminating the Treasurer medical insurance benefit.

Deferred Compensation: The Ad hoc recommends that the City no longer pay \$330/month toward Council deferred compensation. This action could take effect at any time designated by Council and would save approximately \$19,800 per year.

PERS/PARS and Other Available Programs: The Ad hoc recommends that the City not pay anything above any required City contribution and that any “employee share” be paid by the elected official rather than the City. This action could take effect at any time designated by Council, but is difficult to determine the exact savings since each elected official makes their own election whether to participate in various programs. However, this action could potentially save up to approximately \$3,000 per year by the City not paying the employee’s share of the Employer Paid Member Contributions to CalPERS, assuming all Councilmembers participated in CalPERS.

The overall fiscal impact of the recommendations of the Ad hoc committee would provide significant future savings. Theoretically, the recommendations could provide up to \$87,000 in annual savings if every elected official were taking the maximum benefit. That is not currently the case and the estimated savings in the short term based on existing benefits taken is around \$32,000 per year in the medical benefit and an additional \$25,000 in other benefits for a total of approximately \$57,000 per year.

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

1. Discuss and provide direction to staff regarding Budget Ad Hoc Committee recommendations on elected official compensation and benefits.

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**ATTACHMENTS:**

1. Solano County Elected Official Salary and Benefits Comparison Chart

Elected Officials Compensation							
January 29, 2021							
	City of Suisun City	City of Benicia	City of Dixon	City of Fairfield	City of Rio Vista	City of Vacaville	City of Vallejo
<b>Mayor/City Council</b>							
Salary - Mayor	\$7,858.32/yr	\$6,301/yr	\$7,200/yr	\$7,201/yr	\$6,420/yr	\$9,948/yr	\$14,700/yr
Salary - Council	\$7,858.32/yr	\$4,723/yr	\$6,120/yr	\$6,001/yr		\$9,948/yr	\$14,700/yr
Mayor Allowance	na	na	na	na	na	na	\$1,900 per month
Auto/Vehicle Allowance						Travel Outside Solano County is reimbursable	
Mayor	\$5,100/yr	\$0.00	\$0.00	\$3,600/yr	\$4,800/yr	\$6,300/yr	
Vice-Mayor	\$4,680/yr	\$0.00	\$0.00	\$1,800/yr	\$4,800/yr	\$3,900/yr	
Council	\$4,680/yr	\$0.00	\$0.00	\$1,800/yr	\$4,800/yr	\$3,000/yr	
Travel Expense			Reimbursable		Reimbursant		
Medical Coverage	100% of Kaiser rate	Available	Employee \$900 E+1 \$1,139.10 E+2 \$1,480.82 or 70% of Kaiser Rate whichever is greater	90% of Kaiser rate	N/A	85% of Kaiser Rate for elected official only	75% of Kaiser Rate minus \$300.
Dental and/or vision Coverage	Available but not City paid				N/A	Elected Official Only - Employer Cost \$53.57 Dental / \$5.39 Vision	75% of monthly premium
Cash-in-Lieu	\$6,000/yr single \$8,400/yr family		\$7,200/yr to Deferrend Comp	\$6,216/yr	N/A		\$3,000/yr
PERS	Available		Available	Available		PERS Membership or Deferred Comp	Available
Deferred Compensation	\$3,960/yr		No City Contribution	No City Contribution	See PERS	7.5% or PERS	
Life Insurance	\$200,000			\$30,000.00	na	na	No contribution
Additional Benefits Not Listed	Cell phone			Laptop and Cell phone provided			
<b>City Clerk</b>	Elected	Elected	Appointed	Elected	Appointed	Elected	Appointed
Salary	\$4,992/yr	\$12,944.04/yr		\$2,280/yr			
Vehicle Allowance	\$1,200/yr						
Travel Expense							
Health Benefit (Medical, Dental, Vision)	100% Kaiser rate	Provided		na			
Deferred Compensation							
Life Insurance							
Additional Benefits Not Listed							
<b>City Treasurer</b>	Elected	Elected	Elected	Elected	Appointed	Elected	
Salary	\$2,400/yr	\$2,400/yr	\$2,020/yr	\$2,280/yr		\$3,240/yr pay and benefits	
Vehicle Allowance							
Travel Expense							
Health Benefit (Medical, Dental, Vision)	100% Kaiser rate	na		na		na	
Deferred Compensation							
Life Insurance							
Additional Benefits Not Listed							

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## AGENDA TRANSMITTAL

**MEETING DATE:** February 2, 2021

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2021-\_\_: Resolution of the City Council of the City of Suisun City Authorizing the City Manager to execute the First Amendment of the Public Private Partnership (PPP) Agreement for Advanced Life Support (ALS) First Responder Emergency Services by and among the Cities of Fairfield, Benicia, Dixon, Vallejo, Suisun City (Member Cities) and Medic Ambulance Service, Inc.

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**FISCAL IMPACT:** Currently, Suisun City is not a Member City of the PPP Agreement. If the Agreement is approved by the City Council, payments will be received quarterly on 1/15, 4/15, 7/15, and 10/15. The allocation for Suisun City will amount to \$66,712 in FY 20/21, \$183,413 in FY 21/22, \$227,460 in FY 22/23, \$248,179 in FY 23/24 and \$206,816 in FY 24/25. The current agreement expires on April 30<sup>th</sup>, 2025.

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**STRATEGIC PLAN:** Ensure Public Safety by pursuing cost recovery for first-responder medical calls. Ensure fiscal solvency by identifying new revenue options for consideration by Council.

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**BACKGROUND:** Since 2000, Medic Ambulance Service, Inc. has been an authorized provider of ALS services within Solano County under Health and Safety Code section 1797.224 pursuant to a Master Services Agreement entered into with the Solano Emergency Medical Services Cooperative (SEMSC). In connection with entering into the Master Services Agreement, Medic Ambulance Service, Inc. also entered into the PPP Agreement with the participating Member Cities, under which these cities have provided ALS first response emergency service to their communities in order to improve the quality and level of emergency medical services.

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**STAFF REPORT:** In 2010, Medic Ambulance Service, Inc. commenced a new county-wide exclusive contract for emergency ambulance services and new PPP agreement to reflect conditions at the time of the contract. The agreement was set to expire on April 30, 2020 but, pursuant to an amendment to the Master Agreement, SEMSC granted Medic Ambulance Service, Inc. an extension of the Master Agreement to April 30<sup>th</sup>, 2025. The First Amendment to the PPP Agreement will implement changes to the agreement that both Medic Ambulance Service, Inc. and the participating Member Cities find necessary to fulfill the purpose of the partnership. Furthermore, the First Amendment of the PPP will add the City of Suisun City as a participating Member City and a party to the PPP Agreement. The First Amendment was approved by the Solano Emergency Medical Service Cooperative Joint Powers Authority on December 10<sup>th</sup>, 2020.

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**RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2021- Authorizing the City Manager to execute the First Amendment of the Public Private Partnership (PPP) Agreement for Advanced Life Support (ALS) First Responder Emergency Services by and among the Cities of Fairfield, Benicia, Dixon, Vallejo, Suisun City (Member Cities) and Medic Ambulance Service, Inc.

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

Justin Vincent, Fire Chief  
 Greg Folsom, City Manager

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**ATTACHMENTS:**

1. Resolution No. 2021 - \_\_\_\_: Authorizing the City Manager to execute the First Amendment of the Public Private Partnership (PPP) Agreement for Advanced Life Support (ALS) First Responder Emergency Services by and among the Cities of Fairfield, Benicia, Dixon, Vallejo, Suisun City (Member Cities) and Medic Ambulance Service, Inc.
2. First Amendment to the PPP Agreement
3. Exhibit C to First Amendment to PPP Agreement
4. PPP Agreement

**RESOLUTION NO. 2021-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT OF THE PUBLIC-PRIVATE PARTNERSHIP (PPP) AGREEMENT FOR ADVANCED LIFE SUPPORT (ALS) FIRST RESPONDER EMERGENCY SERVICES BY AND AMONG THE CITIES OF FAIRFIELD, BENICIA, DIXON, VALLEJO, SUISUN CITY (MEMBER CITIES) AND MEDIC AMBULANCE SERVICE, INC**

**WHEREAS**, the City of Suisun City Fire Department expanded its services in 2020 to include Advanced Live Support (ALS) Services in cooperation with Medic Ambulance Service, Inc.; and

**WHEREAS**, as part of the Master Agreement between the Solano Emergency Medical Services Cooperative (SEMSC) Joint Powers Authority and Medic Ambulance Service, Inc. for exclusive ambulance services, Medic Ambulance Service, Inc. is required to enter into a PPP Agreement with those cities wishing to participate; and

**WHEREAS**, Suisun City has been added as a Member City, along with the previously established Member Cities; Cities of Benicia, Dixon, Fairfield, and Vallejo; and

**WHEREAS**, the current agreement was due to expire on April 30, 2020 but pursuant to an amendment to the Master Agreement, SEMSC granted Medic Ambulance Service, Inc. an extension to the Master Agreement to April 30<sup>th</sup>, 2025; and

**WHEREAS**, the First Amendment to the PPP Agreement will implement changes to the agreement that both Medic Ambulance Service, Inc. and the participating Member Cities find necessary and desirable to achieve the purposes of the partnership, while also adding the City of Suisun City as a participating Member City

**NOW, THEREFORE**, be it here resolved by the City Council of Suisun City that authorizes the City Manager to execute the first amendment of the Public-private Partnership (PPP) Agreement for ALS First Responder Emergency Services by and among the cities of Fairfield, Benicia, Dixon, Vallejo, Suisun City (Member Cities) and Medic Ambulance Service, Inc

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 2<sup>nd</sup> day of February 2021, by the following vote:

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

**WITNESS** my hand and the seal of said City this 2<sup>nd</sup> day of February 2021.

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



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## **FIRST AMENDMENT TO PUBLIC PRIVATE PARTNERSHIP AGREEMENT FOR ALS FIRST RESPONDER EMERGENCY SERVICES**

This First Amendment to the Public Private Partnership Agreement for ALS First Responder Emergency Services, dated April 30, 2010, and hereafter referred to as the PPP Agreement is entered into on this 1st day of January, 2021 by and among Medic Ambulance Service, Inc., a California corporation (“Medic”) and the Cities of Benicia, Dixon, Fairfield, and Vallejo which are all existing parties to the PPP Agreement and the City of Suisun City which is being added to the PPP Agreement by this amendment (the “Participating Member Cities”).

### **RECITALS**

1. Since 2000, Medic has been an authorized provider of ALS services within the Solano County EMS system under Health and Safety Code section 1797.224 pursuant to a written agreement (the “Master Agreement”), entered into with the Solano Emergency Medical Services Cooperative (“SEMSC”). In connection with entering into the Master Agreement for such services, Medic also entered into a Public Private Partnership Agreement with the Participating Member Cities (except the City of Suisun City) under which these cities have provided ALS first response emergency service to their communities in order to improve the quality and level of emergency medical services.

2. On May 1, 2010, Medic commenced a new county-wide exclusive contract for Emergency Ambulance Services. The 2010 Master Agreement between SEMSC and Medic required Medic to enter into a new, updated Public Private Partnership Agreement with the Participating Member Cities (except the City of Suisun City). The 2010 Public Private Partnership Agreement was entered into on May 1, 2010 to reflect the conditions at that time and to enhance the delivery of emergency medical services in Solano County.

3. The 2010 Master Agreement was set to expire on April 30, 2020. Pursuant to an amendment to the Master Agreement, SEMSC granted Medic an extension of this Master Agreement to April 30, 2025. There have been significant changes in the demands for the delivery of emergency medical services in Solano County in the last 10 years, including a significant increase in the level of medical calls required to be responded to by Medic and the Participating Member Cities.

4. This Amendment No. 1 to the PPP Agreement will implement changes to the Agreement that both Medic and the Participating Member Cities find necessary and desirable to achieve the purposes of the partnership.

5. In addition, this Amendment No. 1 to the PPP Agreement will add the City of Suisun City as a Participating Member City and a party to the PPP Agreement.

## AGREEMENT

NOW THEREFORE, the parties agree to amend the PPP Agreement as follows:

1. Section 5(e)(ii) of the PPP Agreement is hereby amended to read:

“ The value of Medic’s annual dollar allocation to the Public Private Partnership shall be calculated according to the formulas below on the corresponding effective dates:

January 1, 2021:  $\$91.51 \text{ (Value of Unit Hour)} \times 23,768 \text{ hours (Unit Hour Reduction)} = \$2,174,990.00 \text{ (Cost Savings)}$

July 1, 2021:  $\$107.58 \text{ (Value of Unit Hour)} \times 23,768 \text{ hours (Unit Hour Reduction)} = \$2,556,878.60 \text{ (Cost Savings)}$

January 1, 2022:  $\$135.69 \text{ (Value of Unit Hour)} \times 23,768 \text{ hours (Unit Hour Reduction)} = \$3,225,183.65 \text{ (Cost Savings)}$

January 1, 2023:  $\$160.67 \text{ (Value of Unit Hour)} \times 23,768 \text{ hours (Unit Hour Reduction)} = \$3,818,755.20 \text{ (Cost Savings)}$

(“Annual Dollar Allocation”)

2. Section 5(e)(iv) of the PPP Agreement is hereby amended to read:

“As provided in Section 7(a) of this Agreement, the term of this Agreement shall coincide with the term of the Master Agreement, including any extensions thereof.”

3. Section 5(e)(v) of the PPP Agreement is hereby amended to read:

“Medic shall pay the Annual Dollar Allocation in quarterly installments to the Participating Member Cities, pursuant to the above formula and in the manner provided below, by no later than the 15th day of April, July, October and January of each year during the term of this Agreement. Payment shall be made by Medic directly to the City of Fairfield for disbursement to the Participating Member Cities in the amounts set forth in Exhibit C attached hereto. Fairfield shall make the quarterly payments to the Participating Member Cities within fifteen days of receipt of payment from Medic. Any reduction in the Annual Dollar Allocation made with respect to a defaulting city pursuant to Section 4(h) of this Agreement shall be applied by Fairfield to the defaulting city only. Fairfield shall deduct from the total amount of monies paid quarterly by Medic to the Participating Member Cities, an administrative charge to cover the costs of Fairfield being the administering party under this Agreement. The quarterly administrative charge shall be in the sum of \$7,500.

4. Effective January 1, 2021, the City of Suisun City shall become a Participating Member City and Party to this Agreement. By executing this Amendment No. 1, City of Suisun City agrees to be bound by and comply with all of the provisions of the PPP Agreement as amended.

5. If a local or state emergency is declared for a natural disaster or pandemic that results in a material decrease in transport volume and revenues, Medic shall provide written notice to the Participating Member Cities within 45 days of this event occurring. Upon giving such notice, Medic will provide a call and revenue comparison to demonstrate the materiality of the reduction in calls and revenues that would justify an adjustment in the payment obligations of Medic under this Agreement limited to the duration of the emergency. The parties will meet within 10 days of the notice to attempt to address the loss of funding in a mutually satisfactory manner. No payment modification shall be effective unless approved in writing by all of the Parties.

6. This Amendment No. 1 shall become effective January 1, 2021.

**IN WITNESS WHEREOF**, the undersigned have executed this First Amendment as of the date first written above.

MEDIC AMBULANCE SERVICE, INC., a  
California corporation

By:   
Title: President / COO

CITY OF FAIRFIELD, a municipal corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF BENICIA, a municipal corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF DIXON, a municipal corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF VALLEJO, a municipal corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Suisun City, a municipal corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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## Exhibit C

### Quarterly Payments to the Participating Member Cities of the Annual Dollar Allocation

Participating Member Cities	Payment Dates			
	4/15/2021	7/15/2021	10/15/2021	1/15/2022
Benicia	\$46,476.55	\$73,725.31	\$60,100.93	\$74,546.31
Dixon	\$32,512.81	\$58,101.02	\$45,306.91	\$58,286.07
Fairfield	\$138,972.66	\$252,505.17	\$195,738.91	\$268,115.50
Vallejo	\$182,577.53	\$235,911.58	\$209,244.55	\$287,057.52
Suisun City	\$0.00	\$66,712.37	\$33,356.19	\$46,686.41
	<b>4/15/2022</b>	<b>7/15/2022</b>	<b>10/15/2022</b>	<b>1/15/2023</b>
Benicia	\$67,323.62	\$92,603.02	\$79,963.32	\$79,963.32
Dixon	\$51,796.49	\$74,510.01	\$63,153.25	\$63,153.25
Fairfield	\$231,927.21	\$358,586.24	\$295,256.72	\$295,256.72
Vallejo	\$248,151.04	\$384,323.72	\$316,237.38	\$316,237.38
Suisun City	\$40,021.30	\$63,349.18	\$51,685.24	\$51,685.24
	<b>4/15/2023</b>	<b>7/15/2023</b>	<b>10/15/2023</b>	<b>1/15/2024</b>
Benicia	\$79,963.32	\$102,415.85	\$91,189.58	\$91,189.58
Dixon	\$63,153.25	\$83,326.82	\$73,240.03	\$73,240.03
Fairfield	\$295,256.72	\$407,752.05	\$351,504.39	\$351,504.39
Vallejo	\$316,237.38	\$437,182.50	\$376,709.94	\$376,709.94
Suisun City	\$51,685.24	\$72,404.47	\$62,044.86	\$62,044.86
	<b>4/15/2024</b>	<b>7/15/2024</b>	<b>10/15/2024</b>	<b>1/15/2025</b>
Benicia	\$91,189.58	\$91,189.58	\$91,189.58	\$91,189.58
Dixon	\$73,240.03	\$73,240.03	\$73,240.03	\$73,240.03
Fairfield	\$351,504.39	\$351,504.39	\$351,504.39	\$351,504.39
Vallejo	\$376,709.94	\$376,709.94	\$376,709.94	\$376,709.94
Suisun City	\$62,044.86	\$62,044.86	\$62,044.86	\$62,044.86
	<b>4/15/2025</b>	<b>7/15/2025</b>		
Benicia	\$91,189.58	\$30,396.53		
Dixon	\$73,240.03	\$24,413.34		
Fairfield	\$351,504.39	\$117,168.13		
Vallejo	\$376,709.94	\$125,569.98		
Suisun City	\$62,044.86	\$20,681.62		

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**PUBLIC PRIVATE PARTNERSHIP AGREEMENT  
FOR ALS FIRST RESPONDER EMERGENCY SERVICES**

This Public Private Partnership Agreement (“Agreement”) is entered by and between Medic Ambulance Service, Inc., a California corporation (“Medic”), and the Cities of Benicia, Dixon, Fairfield and Vallejo, Members of the Solano Emergency Medical Services Cooperative (“Participating Member Cities”), with reference to the following facts:

**RECITALS**

1. Since 2000, Medic has been an authorized provider of ALS services within the Solano County EMS system under Health and Safety Code section 1797.224 pursuant to the Agreement for Advanced Life Support Emergency Ambulance and ParaHospital Medical Services (the “Master Agreement”), entered into with the Solano Emergency Medical Services Cooperative (“SEMSC”). In connection with entering into the Master Agreement for such services, Medic also entered into a Public Private Partnership Agreement with the Participating Member Cities under which these cities have provided ALS first response emergency service to their communities in order to improve the quality and level of emergency medical services.

2. On or about \_\_\_\_\_, by action of the SEMSC Board and following a competitive process to select the provider for emergency ambulance service, advanced life support and Parahospital Medical Services, Medic was awarded the new county-wide exclusive contract for Emergency Ambulance Services as the authorized exclusive provider of all 911 and ALS services within the Solano County EMS system. The Master Agreement between the SEMSC and Medic has therefore been renewed pursuant to the provision set forth as Exhibit “A” hereto.



3. As part of the renewal of the Master Agreement, Medic is required to enter into a Public Private Partnership (PPP) Agreement with those fire jurisdictions desiring to participate in a PPP with Medic by accepting responsibility for providing EMT-P first response. The Participating Member Cities desire to enter into a new Public Private Partnership Agreement based on the experience of the parties under the existing agreement.

4. Medic and the Participating Member Cities are mutually interested in continuing to provide quality prehospital emergency medical care in their communities and pursuant to the protocols and policies of the Solano County Emergency Medical Service Agency and believe that the relationship continued and modified by this Agreement will help them achieve this goal. Pursuant to this Agreement, therefore, Participating Member Cities will continue to provide paramedic first response and Medic will provide ALS transport services within the Participating Member Cities.

### **AGREEMENT**

NOW THEREFORE, the parties thereto agree as follows:

1. Definitions

(a) Advanced Life Support (ALS): Special services designed to provide definitive prehospital emergency medical care as defined in Health and Safety Code section 1797.52.

(b) Basic Life Support (BLS): Emergency first aid and cardiopulmonary procedures defined in Health and Safety Code section 1797.60.

(c) Emergency Medical Technician - One or EMT-I: Personnel as defined in Health and Safety Code section 1797.80.

(d) Emergency Medical Technician-Paramedic or EMT-P or Paramedic:

Personnel as defined in Health and Safety Code section 1797.84.

(e) First Responder - ALS Unit: A unit staffed and equipped with a minimum of one California State licensed and Solano County accredited Paramedic capable of providing ALS at the scene of medical emergencies.

2. Purpose of this Agreement

The purpose of this Agreement is to continue provide high quality, cost effective prehospital medical services in the communities of Benicia, Dixon, Fairfield and Vallejo pursuant to a relationship between the Participating Member Cities and Medic as described herein. Medic shall provide emergency ambulance service with ALS vehicles staffed by one emergency medical technician (EMT-I) and one EMT-Paramedic and the Participating Member Cities of Benicia, Dixon, Fairfield and Vallejo shall provide paramedic first response within their jurisdictions.

3. Relationship between Medic and the Participating Member Cities

It is understood that this Agreement is by and between independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association. The parties shall have full autonomy and responsibility for conducting their affairs with their work force, including managing personnel and resources fairly and effectively in a manner that assures compliance with this Agreement.

4. Responsibilities of Participating Member Cities for ALS First Responder Program

The Participating Member Cities shall provide ALS emergency response within their jurisdictions 24 hours a day, 365 days a year, subject to the response time

exceptions approved by the SEMSC in the ALS Non-Transport Agreements with the Participating Member Cities, using a currently licensed and locally accredited EMT-Paramedic in each paramedic response vehicle under appropriate clinical supervision. In connection with the ALS First Responder Program, Participating Member Cities also shall have the following duties and responsibilities:

(a) Paramedic Accreditation and Training: Participating Member Cities shall employ appropriately licensed and accredited EMT-Paramedic personnel. Each EMT-Paramedic shall comply with all training requirements established by the State of California EMS Authority, the County of Solano, all applicable provisions of the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (California Health and Safety Code section 1797, et seq.), the regulations of the State EMS Authority and all applicable policies and procedures adopted by the Solano County EMS Agency.

(b) ICS Training: All Medic employees shall receive Incident Command Training at the appropriate levels for their duties as required by the National Incident Management System (NIMS). While the lower level basic courses such as I100 and I200 are available on-line to Medic, the Participating Member Cities agree to provide instructors for the more advanced courses such as ICS 300 and ICS 400, as needed, at no charge to Medic. There shall be a minimum of one ICS 300 and one ICS 400 course offered as needed. The parties will discuss and agree upon the date, location and frequency of these courses.

(c) Patient Information: Participating Member Cities shall record patient information as set forth in the policy and procedures of the Solano County EMS Agency,

including but not necessarily limited to EMS Policy Memorandum 6141, attached hereto as Exhibit F, and as subsequently modified by the Solano County EMS Agency, for each patient response made by the respective Participating Member Cities. Participating Member Cities shall retain such information and forms for at least seven (7) years and shall provide such forms to the Solano County EMS Agency as required by policy and to Medic upon request.

(d) Instructional and Educational Programs: Participating Member Cities shall ensure that their EMT-Paramedics are advised of all ongoing instruction and educational opportunities timely noticed by Medic and provided by Medic and they shall cause their EMT-Paramedics to reasonably participate in those ongoing programs to the extent permitted by law.

(e) Compliance with Master Agreement: The Participating Member Cities shall comply with the applicable requirements of the Master Agreement as necessary to permit Medic to comply with its obligations under the Master Agreement. Medic shall be excused for nonperformance under this Agreement to the extent that such nonperformance is caused by the Participating Member Cities' failure to comply with the Master Agreement, including all pertinent policies and procedures of the Solano County EMS Agency applicable to the Participating Member Cities.

(f) Core Businesses: During the term of this Agreement, the Participating Member Cities shall not utilize the factors of production funded by Medic hereunder (i.e., vehicles, equipment, supplies or personnel), except as specifically provided in this Agreement to render services similar to the core businesses currently engaged in by Medic or which become part of the core businesses engaged in by Medic or any commonly

controlled or successor entity in such jurisdiction; provided, however, that the parties shall explore and consider ways in which they may collaborate and/or establish other agreements where feasible to provide additional health care services to the communities they serve. The core business of Medic is medical transportation.

(g) Supplies and Equipment: Each ALS response vehicle of the Participating Member Cities shall carry such emergency supplies and equipment as may be required by the Solano County EMS Agency in order to render ALS first paramedic response to patients as contemplated by this Agreement. Vehicles, equipment and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.

(h) EMS Policies and Procedures: The ALS First Responder Program shall be subject to and shall conform to the requirements of the State EMS Act and Regulations, all applicable medical standards and all Solano County EMS policies, procedures and protocols including response time requirements.

(i) Performance Standards: The SEMSC and the Solano County EMS Agency have established certain performance standards for ALS First Response Providers to be set forth in the Master Agreement and the ALS Non-Transport Agreements with each of the Participating Member Cities (Exhibits "B-1," "B-2", "B-3" and B-4" hereto and incorporated herein by this reference) which shall be in force and effect upon implementation of this Agreement. Any modifications to any of these agreements shall be promptly delivered to the other party. Each of the Participating Member Cities agrees to comply with the applicable Solano County EMS Agency policy memoranda, including but not limited to EMS Policy Memorandum 6141 regarding the transfer of care, as is established in the Master Agreement, all applicable EMS Policy and Procedure directives,

and all applicable State of California and federal laws and regulations. Further, it is understood and agreed that this Agreement shall only become effective upon the execution by each of the Participating Member Cities of the ALS Non-Transport Agreement with SEMSC. The response time for the Participating Member Cities shall be seven minutes, ninety percent of the time (the "Response Time Standard"). In the event that there is a chronic failure by any one or more of the Participating Member Cities to meet its Response Time Standard, Medic shall be entitled to a reduction in the Annual Dollar Allocation as determined by the SEMSC after consultation with Medic only with respect to the defaulting city and only to the extent that the chronic failure results in increased costs to Medic. . Before any reduction is ordered by the SEMSC, the defaulting City shall first be provided written notice of the chronic failure by the SEMSC and given an opportunity to cure the default as provided by the ALS Non-Transport Agreement. In the event that the defaulting city fails to timely cure the chronic default, and the SEMSC requires Medic to shorten its response time standard in the defaulting city, the SEMSC shall determine the amount of the reduction in the Annual Dollar Allocation for such city based on the amount of the increased costs to Medic that the SEMSC finds were caused by the chronic failure, using the value of the Unit Hour (from time to time adjusted) as set forth in this Agreement, and considering Medic's System Status Plan. Chronic failure by any Participating Member City shall be defined as the failure to meet the Response Time Standard in three of five consecutive calendar months or four months in any calendar year within its jurisdiction. The Annual Dollar Allocation for the defaulting city shall be restored to the amount provided by this Agreement when the defaulting city cures the default by demonstrating compliance with the Response Time Standards for three consecutive months and the

SEMSC allows Medic to increase its response time back to twelve (12) minutes within the defaulting city's jurisdiction. Payment to the defaulting city shall then be restored in the following month. The right to obtain a reduction in the Annual Dollar Allocation with respect to the defaulting city shall be the exclusive remedy that Medic shall have against the defaulting city for failing to meet the Response Time Standard other than termination of the Agreement with respect to the defaulting city pursuant to Section 7 of this Agreement.

(j) Supervision: Participating Member Cities shall provide and be responsible for, within their jurisdictions, all supervision to all fire department ALS first response paramedics twenty-four hours (24) per day, 365 days per year under the guidance, directives and policies of the Solano County EMS Agency.

(k) Cooperation: Participating Member Cities agree to cooperate in a timely manner with all reasonable requests for information and assistance as may be necessary in order for Medic to comply with the terms and conditions of the Master Agreement, policy and procedure guidelines of the Solano County EMS Agency and applicable State of California and federal laws and regulations.

(l) Accreditation Records: The Participating Member Cities shall be responsible for maintaining licensing, accreditation and continuing education records certifying course completion for their personnel according to the provisions of relevant State of California and federal laws and regulations and applicable Solano County standards as may be imposed. These records shall be available to Medic upon request.

(m) Access to Participating Member Cities' Records: Participating member Cities agree to provide to authorized representatives of Medic, to the SEMSC and

to any federal or State of California department having monitoring or reviewing authority, upon reasonable notice pursuant to this Agreement, access to and the right to examine and audit all records and documents necessary to determine Participating Member Cities' compliance with the relevant federal, state and local statutes, rules and regulations and this Agreement and to evaluate the quality, appropriateness, and timeliness of the services performed by the Participating Member Cities under this Agreement, provided, however, that Medic shall comply with the applicable laws governing confidentiality.

5. Responsibilities of Medic

Medic shall provide, under the Master Agreement, an Emergency Ambulance Service Program throughout the geographical limits of Solano County, excluding the City of Vacaville and Travis Air Force Base, and the territory of Solano County known generally as Zone C, which will include continuous, uninterrupted emergency ambulance response using vehicles staffed by one paramedic and one Emergency Medical Technician - 1 (EMT-I). In connection with the Emergency Ambulance Services Program, Medic shall have the following additional duties and responsibilities:

(a) Compliance with Master Agreement: Medic shall comply with the Master Agreement in a manner that permits the Participating Member Cities to comply with their obligations under this Agreement.

(b) Training Programs: Medic shall provide at no cost to the Participating Member Cities, ALS and BLS continuing education for all Participating Member Cities' full time, paid paramedics. The level of training shall be sufficient to maintain licensing requirements (currently forty-eight (48) hours every two (2) years) and applicable Solano County accreditation requirements. Although the list of courses is subject to change over



the term of this Agreement, the course offerings shall at a minimum include any courses required by the Solano County EMS or the State of California EMSA. Required certification courses, including but not limited to CPR, ACLS, PALS and PHTLS, shall be taught through an applicable recognized training authority such as the American Heart Association, the American Red Cross, and the National Safety Council. In addition, the courses shall be recognized by the Solano County EMS. The training programs also shall include regular orientation programs for newly purchased equipment. To the extent possible, Medic agrees to incorporate innovative teaching methods into its training programs, including the use of video conferencing when appropriate to the course taught, and as authorized by the course certifying authority and which Participating Member Cities will make available at their fire facilities. Medic shall continue to use on-line advertisement and enrollment for EMS continuing education courses. Paramedics from the Participating Member Cities may utilize this on-line course enrollment system at no cost. Medic shall not be responsible for paying Participating Member Cities' paramedics for their training time.

(c) Emergency Medical Service Supplies: Medic shall exchange all disposable supplies (including backboards) with the Participating Member Cities' first responder paramedics on a one-for-one basis, for those supplies directly used on the patient, when Medic jointly responds to a medical call. Supplies that are consumed through training or shrinkage will be the responsibility of the Participating Member Cities. On the first weekday of each month, Medic will rotate ALS medications with the Participating Member Cities that are within nine (9) months of their expiration date (excluding narcotic medications). Medic and the Participating Member Cities shall stock identical patient

backboards for ease of field exchange and retrieval. A medical supply committee will be formed consisting of representatives from Medic and the Participating Member Cities in order to enhance medical equipment standardization, joint purchasing and field restocking.

(d) Value Added: Medic shall provide required ALS backup as needed on a city-by-city basis pursuant to the requirements, including response times, of the Master Agreement. Medic shall respond with a supervisor certified to the NIMS I400 level to all mass casualty incidents. Within 90 days of the execution of this agreement, Medic and the Participating Member Cities shall meet and confer for the purpose of reaching an agreement regarding Code 3 notification requirements.

(e) Payment to Participating Member Cities:

(i) The amount payable by Medic to the Participating Member Cities reflects the estimated costs savings to Medic under the Master Agreement due to the first response of the Participating Member Cities under this Agreement. The SEMSC has approved the continuation of an increase in the urban response time for Medic, from nine (9) minutes to twelve (12) minutes or less, ninety percent (90%) of the time, with a fifteen (15) minute maximum in the Participating Member Cities. Consistent with the RFP issued by the SEMSC on or about November 2008, Medic developed a System Status Deployment Plan (SSDP) in the jurisdictions of the Participating Member Cities which allows for reduced response times in those jurisdictions. As a result of this reduction in response time requirements in the Participating Member jurisdictions, Medic has determined that fewer ambulances will be required and fewer employees will be necessary to service the Participating Member Cities than would otherwise be required if Medic was the first responder in these jurisdictions, and that those reductions will result in a reduction in the

cost of doing business by Medic in those communities only. Medic has estimated that as a result of those changes to its System Status Deployment Plan in the jurisdictions of the Participating Member Cities, there will be an estimated 17,000 unit hours saved each year. Medic has further estimated that the value of a unit hour is currently approximately \$86.51. The parties recognize that an exact figure is impossible to calculate, but this is the best estimate of the actual numbers which the parties agree will be utilized upon implementation of the Public Private Partnership and during the term of the this Agreement except as otherwise set forth herein.

It is further understood and acknowledged by the parties hereto that adjustments in the System Status Deployment Plan may be necessary from time to time. Medic shall be solely responsible for making those modifications and in making those determinations, the primary concern shall be the health and well-being of the members of the communities and the ability of Medic to reasonably comply with all terms of the Master Agreement, and in particular, the response time requirements of the Master Agreement. However, no adjustments to the Annual Dollar Allocation as set forth herein shall result from any adjustment or modification to the System Status Deployment Plan by Medic except as specifically provided by Section 5(e)(iii).

(ii) The value of Medic's annual dollar allocation to the Public Private Partnership has therefore been calculated according to the following formula:

$$\begin{aligned} &\$86.51 \text{ (Value of Unit Hour)} \times 17,000 \text{ hours (Unit Hour Reduction)} = \$1,470,670 \text{ (Cost} \\ &\hspace{15em} \text{Savings)} \\ &\hspace{15em} \text{("Annual Dollar Allocation")} \end{aligned}$$

(iii) The Annual Dollar Allocation shall be distributed to the Participating Member Cities in the manner provided by a written agreement between them

and the SEMSC, attached hereto as Exhibit C. The parties agree that following implementation of this Agreement, the Annual Dollar Allocation to the Participating Member Cities shall be subject to modification upward or downward only under the following circumstances:

(a) Any Participating Member City is removed from participation in the PPP for any reason after implementation of this Agreement. The adjustment shall be based on the allocation previously made to the removed City pursuant to the agreement between the Participating Member Cities and the SEMSC described above;

(b) Medic makes significant modifications to its System Status Deployment Plan within the area(s) serviced by the Member Cities as required to comply with the response time standards of the Master Agreement or any additional requirements imposed by the SEMSC, state, or local government, which changes result in the need to increase the unit hours required in the Participating Member Cities. In that event, Medic shall notify the Participating Member Cities in writing of the proposed adjustment and the parties shall timely meet and confer in good faith to negotiate revised unit hours required to meet Medic's obligations under the Master Agreement. If the parties are unable to mutually agree on the revised unit hours, the matter shall be submitted to the SEMSC for its final determination as to whether the unit hours are required to be adjusted to ensure compliance with the requirements of the Master Agreement. The decision of the SEMSC shall be considered final and conclusive by the parties.

(c) Increases required by subsection (iv) below.

(iv) The Master Agreement has a term of five years and is subject to one five-year extension. As provided in Section 7(a) of this Agreement, the term of this

Agreement shall coincide with the term of the Master Agreement, including any extensions thereof. During the initial five year term of this Agreement and any extension thereof, the Annual Dollar Allocation shall be adjusted in any year in which Medic receives a cost of living increase in compensation under the Master Agreement and on the effective date of that increase, by the increase, if any, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers, for the San Francisco-Oakland-San Jose Metropolitan Statistical Area, All Items (1982-1984=100) measured from the commencement of this Agreement or the time of the last adjustment, whichever is later.

(v) Medic shall pay the Annual Dollar Allocation in quarterly installments to the Participating Member Cities, pursuant to the above formula and in the manner provided below, by no later than the 15<sup>th</sup> day of April, July, October and January of each year during the term of this Agreement. The first payment made under this Agreement shall be prorated and calculated at the rate set forth in the existing PPP Agreement for that period up to implementation of this Agreement, and at the increased Annual Dollar Allocation under this Agreement for that period beginning only upon the implementation of this Agreement. Payment shall be made directly to the SEMSC for disbursement to the Participating Member Cities in the amounts set forth in the agreement between the SEMSC and the Participating Member Cities, attached hereto as Exhibit C. SEMSC shall make the quarterly payments to the Participating Member Cities within fifteen days of receipt of payment from Medic. Any reduction in the Annual Dollar Allocation made with respect to a defaulting city pursuant to Section 4(h) of this Agreement shall be applied by SEMSC to the defaulting city only.

6. Joint Responsibilities:

(a) The parties hereto shall reasonably cooperate with each other in establishing communication protocols which allow for the success and efficiency of the ALS First Responder Program.

(b) The parties shall actively participate in Solano County EMS Agency committees established by the Solano County EMS Agency or Medic, including but not necessarily limited to, performance improvement, CQI or review committees for the purpose of ensuring that the purposes of this Agreement are met.

(c) The parties shall maintain and preserve all records relating to this Agreement and all records relating to the care and treatment of patients for a period of four (4) years from the termination date of this Agreement or for such longer period as may be required by Section 4(c) of this Agreement, the Master Agreement, the Solano County EMS Agency or applicable law or regulation.

(d) The parties shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state and municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including the provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by the parties must be in accordance with these laws, ordinances, codes and regulations. The parties shall indemnify and save harmless each other from any and all liabilities, fines, penalties and consequences resulting from their own noncompliance or violations of such laws, ordinances, codes and regulations.

7. Term and Termination

(a) Term: The term of this Agreement shall be coterminous with the Master Agreement between Medic and the SEMSC, including any extensions that may be granted, subject to earlier termination as provided herein.

(b) Termination for Breach: In addition to any other rights and remedies that either party may have at law or in equity, this Agreement may be terminated by either party for material breach by the other party, if such breach is not cured after written notice and an opportunity to cure is given in the manner provided by the terms of this Agreement.

(c) Material Breach: The following conditions and circumstances shall constitute a material breach of this Agreement:

(i) As to the Participating Member Cities: Operation by Participating Member Cities of the First Responder ALS Program in a manner which causes Medic to be in material breach of the Master Agreement.

(ii) As to the Participating Member Cities: Failure to adhere to the Response Time Standard.

(iii) As to Medic: Failure of Medic to make the payments to the SEMSC as described in Section 5(f) of this Agreement for a period of 45 days.

(iv) As to Medic: Termination by SEMSC of the Master Agreement for breach by Medic; provided, however, that Medic shall not be in breach of this Agreement to the extent that such breach of the Master Agreement was caused by the acts or omissions of the Participating Member Cities or any of them.

(v) As to either party: Material failure to comply with any other term or condition of this Agreement.

(d) Notice and the Opportunity to Cure: Prior to terminating this Agreement because of a material breach as defined herein, each party shall be required to provide (1) ninety (90) days' written notice of the intent to terminate this Agreement; and (2) a forty-five (45) day period within which the party receiving the notice has an opportunity to cure the material breach. In the event it shall have promptly and diligently commenced the efforts to cure the breach, upon a written request explaining why the alleged breach cannot be cured within the first forty-five (45) day period, the party receiving notice may request an extension of the forty-five (45) day period. Such request shall not be unreasonably denied.

Notwithstanding the foregoing, if any Member City has been declared to be in breach of this Agreement as a result of its chronic failure to meet its Response Time Standards two or more times in any calendar year, this Agreement shall, at Medic's option, be terminated on the second such notice of termination. The Member City shall not, in that event, have a second opportunity to cure the breach, and no further amounts shall be paid under this Agreement as to that Participating Member City. The parties recognize that in order for Medic to meet its obligations under the Master Agreement with regard to both Response Time Standards and treatment of its workforce, it may as a result of Response Time breach by a member city be required to employ additional personnel and put on extra vehicles and those vehicles and personnel cannot be taken out of or put back into the system on an on-and-off basis.

Notwithstanding the foregoing, or anything in this Agreement to the contrary, in the event that Medic is given notice of material breach or notice of intent to declare Medic in material breach pursuant to the terms of the Master Agreement, due to the acts, omissions



or performances of a Participating Member City, the notice and opportunity to cure period shall be shortened to the extent necessary to permit Medic to timely cure or avoid its breach of the Master Agreement. By way of example, if the SEMSC or Solano County EMS Agency provides Medic with notice of material breach specifying acts or omissions of the Participating Member Cities or any of them as the cause thereof and states that the Master Agreement shall be terminated if such breach is not cured within thirty (30) days, then Medic shall only be required to afford the Participating Member Cities with a twenty (20) day cure period.

(e) Immediate Termination: Notwithstanding subparagraph (d), this Agreement may be terminated immediately, subject to consent by the SEMSC:

(i) By the Participating Member Cities if Medic loses the ability to provide the Emergency Ambulance Program under the Master Agreement;

(ii). By Medic if all the Participating Member Cities lose the ability to provide the ALS First Responder Program under the ALS Non-Transport Agreement or as to any Participating Member City that loses its ability to provide the ALS First Responder Program under the ALS Non-Transport Agreement;

(iii) By either party, upon loss or substantial diminution of the other party's insurance and/or liability coverage as required by this Agreement, effective upon the date of such loss or diminution, or loss of any permit or license required hereunder, effective upon the date of such loss.

(f) Mutual Termination for Legal Invalidity: This Agreement may be terminated by either party, as soon as reasonably possible, if this Agreement or any material term or provision hereof is determined unlawful by any court or governmental

agency or becomes unlawful as a result of subsequently passed legislation; provided, however, that the parties shall first meet and confer in a good faith attempt to amend this Agreement to conform with applicable law.

(g) Effect of Termination:

(i) In the event of termination prior to the scheduled expiration date hereof, each party shall faithfully perform its obligations through the effective date of termination, and shall also perform any additional obligations which are stated herein as extending beyond the termination date hereof.

(ii) In the event of termination by Medic due to Participating Member Cities' breach or failure to perform, Medic shall be entitled to all damages or other relief recoverable under law or equity.

(iii) In the event of termination by the Participating Member Cities due to Medic's breach or failure to perform, Participating Member Cities shall be entitled to all damages or other relief recoverable under law or equity.

8. Extraordinary Changes

(a) During the Term: In the event of an actual or reasonably expected extraordinary change in the cost or revenues available to Medic, including but not limited to a change in reimbursement methodology by Medicare, Medi-Cal or other major private or public reimbursement program which results in a notice of renegotiation of rates by Medic pursuant to the terms of the Master Agreement, then Medic shall also have the option of sending the Participating Member Cities a notice of renegotiation of this Agreement. In such event, the Participating Member Cities and Medic shall renegotiate in good faith in an attempt to reach agreement on amended financial and/or operational terms of this

Agreement necessary for each party to satisfy its reasonable, financial and operational needs in light of the reimbursement or other changes. In the event Participating Member Cities and Medic are unable to reach such agreement within ninety (90) days of the notice by Medic to the Participating Member Cities, this Agreement may be terminated by either party upon ninety (90) days' written notice, without penalty to either party.

9. Indemnity

(a) Mutual Indemnity: The parties agree that the Participating Member Cities shall indemnify, defend and hold Medic harmless, including its officers, employees, and/or agents from any and all acts, claims, omissions, liabilities, and losses resulting in injuries or damages to persons and/or property which result from the negligent or wrongful acts or omissions of Participating Member Cities or their officers, members, agents and/or employees in the performance of their duties under the scope of work set forth herein and under all applicable state, federal and local laws, rules and regulations. The parties further agree that Medic shall indemnify, defend and hold harmless Participating Member Cities, including their officers, members, employees, and/or agents from any and all acts, claims, omissions, liabilities, and losses resulting in injuries or damages to persons and/or property which result from the negligent or wrongful acts or omissions of Medic, or its officers, employees, and/or agents in the performance of its duties under the scope of work set forth by this Agreement and under all applicable federal, state and local laws, rules and regulations.

(b) Comparative Negligence: In the event a third party claim or suit alleges concurrent negligence of Participating Member Cities, their officers, employees, members and/or agents and Medic, its officers, employees and/or agents, then the liability

for any and all claims for injuries and damages to persons and/or property which arise out of this Agreement shall be apportioned under the established California theory of comparative negligence as it may be modified from time to time. The parties shall each immediately notify the other in writing upon receiving notice of a claim or suit which includes, or reasonably may include, the other party. Prior to the separate settlement of any third party court action against both Medic and any or all of the Participating Member Cities, the settling party or parties shall provide written notice to the other parties and the court pursuant to Code of Civil Procedure Section 877.6 of the settlement regardless of whether a confidentiality agreement has been entered into by the settling party or parties.

10. Insurance

The Participating Member Cities and Medic agree to maintain the liability coverage and/or insurance as specified in Exhibit D, which is attached hereto and incorporated by reference herein.

11. Assignments and Subcontracts

Neither party shall assign, nor employ subcontractors for, performance of essential aspects of its duties under this Agreement, without the written consent of the other which shall not be unreasonably withheld; provided, however, that either party may employ such consultants as it deems necessary.

12. Alteration of Agreement

This Agreement, together with the exhibits (which are incorporated herein by this reference), constitute the entire agreement between the parties with respect to the matters herein discussed and contain all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the

parties hereto, and no oral understanding or agreement shall be binding on the parties hereto. It is, however, contemplated that a joint operating agreement addressing the day-to-day working of the parties may be required and the parties agree to reasonably work together in adopting such agreement.

13. Alteration of Joint Powers Agreement or Master Agreement

A copy of the Joint Powers Agreement is attached hereto as Exhibit E and incorporated herein by this reference. The Participating Member Cities shall not amend the Joint Powers Agreement in a manner which impairs the rights or legal recourse of Medic under the Master Agreement, or the collective obligations of the Participating Member Cities and its members under this Agreement without the written consent of Medic, which Medic shall not unreasonably withhold. A copy of the Master Agreement has been provided to all Participating Member Cities and is incorporated herein by this reference. Except as hereinbefore set forth, Medic shall not agree to an amendment of the Master Agreement which materially increases the burden of the Participating Member Cities' performance without the written consent of the Participating Member Cities which Participating Member Cities shall not unreasonably withhold.

14. Compliance with Applicable Laws

All services to be performed by either party pursuant to this Agreement shall be performed in accordance with all applicable, federal, state, county and municipal laws, ordinances and regulations, including all policies and procedures of the Solano County EMS Agency.

15. Notice

Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when personally delivered or when deposited in the United States mail, postage prepaid, or when transmitted by facsimile with confirmation of delivery, addressed to Medic or the Participating Member Cities, respectively, at the addresses set forth hereinafter. Any party may change its address for notice by written notice to the others.

Rudy Manfredi, President  
Medic Ambulance Services, Inc.  
506 Couch Street  
Vallejo, CA 94590

Robert F.D. Adams, Interim City  
Manager  
City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590

Jim Erickson, City Manager  
City of Benicia  
250 East L Street  
Benicia, CA 94510

Nancy Huston, City Manager  
City of Dixon  
600 East A  
Dixon, CA 94520

Sean Quinn, City Manager  
City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

16. Controlling Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Venue, Attorneys Fees

In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Solano. The prevailing party or parties in any such suit shall be entitled to reimbursement of all allowable court costs thereof, including its/their reasonable attorneys fees.

18. Construction

The parties acknowledge that for purposes of construing this Agreement neither party shall be deemed to be the drafter.

19. Binding Effect

This Agreement shall inure to the benefit of and bind the respective parties, their successors, personal representatives and permitted assigns.

20. Headings

The headings in this Agreement are for convenience of reference only and are not to be used in construing or interpreting any provision of this Agreement.

21. Counterparts

This Agreement may be executed in any number of counterparts, all of which shall constitute the agreement between the parties.

22. Invalidity

If any term, provision, covenant or condition of this Agreement, or any application thereof, shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all terms provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

23. Force Majeure

Neither party shall be liable for any delay nor failure to perform to the extent that such delay or failure is caused by a force or event beyond the control of such party, including, but not limited to, war, embargoes, riots, fires, floods, earthquakes, strikes, governmental restrictions, natural disasters, or other Acts of God.

24. Waiver

The failure of either party to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement in any one or more instances shall not be construed as a waiver or a relinquishment of any such terms, covenants or conditions and all of the same shall be in full force and effect.

25. Reference to Multiple Parties or Single Party

The plural shall include the singular and the singular shall include the plural throughout the terms of this Agreement.

26. Prior Agreement Terminated and Superseded

That certain Public Private Partnership Agreement for ALS First Responder Emergency Services, dated May 1, 2000, by and between the parties hereto is hereby terminated and superseded in its entirety by this Agreement.

27. Effective Date of this Agreement

The effective date of this Agreement shall be the date of its execution by the last of the undersigned parties or May 1, 2010, whichever is latest. This Agreement shall be considered implemented on this effective date.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement as of the day and year first above written.

**[ALL SIGNATURES ARE ON THE FOLLOWING PAGE]**

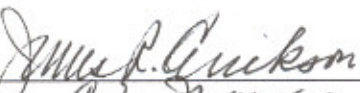


MEDIC AMBULANCE SERVICES,  
INC., a California Corporation

By:   
RUDY MANFREDI, President


Dated: 4-22-10, 2010

CITY OF BENICIA, a Municipal  
Corporation

By:   
Title: City Manager

Dated: 04/29/10, 2010

CITY OF VALLEJO, a Municipal  
Corporation

By:   
Title: Interim City Manager


Dated: 04/29, 2010

CITY OF FAIRFIELD, a Municipal  
Corporation

By:   
Title: City Manager

Dated: 04/30, 2010


CITY OF DIXON, a Municipal  
Corporation

By:   
Title: City Manager

Dated: 4/29, 2010

THE TERMS AND PROVISIONS OF THIS AGREEMENT ARE HEREBY  
APPROVED BY THE BOARD OF DIRECTORS OF THE SOLANO EMERGENCY  
MEDICAL SERVICES COOPERATIVE.

SOLANO EMERGENCY MEDICAL  
SERVICES COOPERATIVE, a Joint Powers  
Authority

By:   
MICHAEL D. JOHNSON, Chairman  
of the SEMSC Board of Directors

Dated: 4.13, 2010

CITY OF VALLEJO, a Municipal  
Corporation

By: 

Robert F. D. Adams  
Interim City Manager

Attest: 

Aileen Weddell  
Acting City Clerk

  
(City Seal)

Approved as to Content:



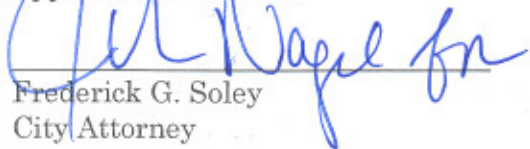
Russell Sherman  
Fire Chief

Approved as to Insurance Requirements:



Fin  
Harry Maurer  
Risk Manager

Approved as to Form:



Frederick G. Soley  
City Attorney

**Exhibit A**

(Attach Master Agreement)

**Exhibit B**

(Attach ALS Non-Transport Agreements)

**Exhibit C**

(Attach Annual Dollar Allocation Agreement)

PPP Agreement for ALS  
First Responder Emergency Services

**Exhibit D**

**INSURANCE REQUIREMENTS**

**1. Obligations of Participant Member Cities**

Without limiting each Participating Member City's obligation to indemnify Medic, each Participating Member City shall maintain at all times the following coverage during the term of this Agreement:

a. General liability coverage for its activities arising out of or in connection with this Agreement, in an amount no less than two million dollars (\$2,000,000) per occurrence with a ten million dollars (\$10,000,000) annual aggregate, which may be provided by umbrella coverage.

b. Automobile liability coverage for its activities arising out of or in connection with this Agreement, including coverage for scheduled autos, hired autos, and on-owned vehicles or, alternatively, code 1 (any auto) in an amount no less than two million dollars (\$2,000,000) combined single limit for bodily injury including death per occurrence, and property damage liability of not less than one million dollars (\$1,000,000) per occurrence.

c. Workers' Compensation and Employer's Liability Insurance providing full statutory coverage.

d. Professional liability insurance, including error and omissions, with minimum coverage of at least two million (\$2,000,000) per occurrence and six million dollars (\$6,000,000) annual aggregate.

e. For general and automobile liability coverages, Medic will be endorsed as an additional insured (additional covered party) on each Participating Member City's policy(s). Each insurance policy required herein shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice of cancellation has been provided to Medic.

f. The coverage hereunder may be provided through commercial insurance, a self-insured retention or participation in a joint powers authority, or a combination thereof.

g. Each Participating Member City shall furnish Medic with original certificates and amendatory endorsements effecting coverage required herein. Medic reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required herein at any time.

## **2. Obligations of Medic**

Without limiting Medic's obligation to indemnify the Participating Member Cities, Medic shall maintain at all times the following coverages during the life of this Agreement:

a. General liability coverage for Medic's activities arising out of or in connection with this Agreement, in an amount no less than two million dollars (\$2,000,000) per occurrence, and inclusive of umbrella coverage in the amount of ten million dollars (\$10,000,000) annual aggregate.

b. Automobile liability coverage for Medic's activities arising out of or in connection with this Agreement, including coverage for scheduled autos, hired autos, and on-owned vehicles or, alternatively, code 1 (any auto) in an amount no less than two million dollars (\$2,000,000) combined single limit for bodily injury including death per occurrence, and property damage liability of not less than one million dollars (\$1,000,000) per occurrence.

c. Workers' Compensation and Employer's Liability Insurance providing full statutory coverage.

d. Professional liability insurance, including error and omissions, with minimum coverage of at least two million (\$2,000,000) per occurrence and six million dollars (\$6,000,000) annual aggregate.

e. For general and automobile liability coverages, each Participating Member City will be endorsed as an additional insured (additional covered party) on Medic's policy(s).

f. Each insurance policy required herein shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice of cancellation has been provided to each Participating Member City.

g. Medic shall furnish each Participating Member City with original certificates and amendatory endorsements effecting coverage required herein. Each Participating Member City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required herein at any time.

**Exhibit E**

(Attach Joint Powers Agreement)



**Exhibit F**

(Attach EMS Policy Memorandum 6141)