

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



CITY COUNCIL MEETING

First and Third Tuesday  
Every Month

## A G E N D A

### SPECIAL MEETING OF THE SUISUN CITY COUNCIL

### AND HOUSING AUTHORITY

**TUESDAY, JULY 20, 2021**

**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 Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, 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 NOT FULLY VACINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.*

*THE CITY COUNCIL HAS RESUMED 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.*

*ZOOM MEETING INFORMATION:*

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

***MEETING ID: 949 2840 1165***

***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 4pm) 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 / Board Members**

#### **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.)*

01107.0001/728787.2

DEPARTMENTS: AREA CODE (707)

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

FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340

SUCCESSOR AGENCY 421-7309 FAX 421-7366



**PUBLIC COMMENT**

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**CLOSED SESSION**

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

**City Council****1. CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

SCPOA (Suisun City Police Officers Association).

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

Significant exposure to litigation pursuant to Gov't Code Section 54956.9(d)(2), (e)(2): (1 potential case).

**Housing Authority****3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant Section 54956.9(d)(2), (e)(2): (1 potential case).

The anticipated litigation is based on a DFEH complaint by Lucia Gillis against the Suisun City Housing Authority, dated April 23, 2021.

**CONVENE OPEN SESSION**

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

**ADJOURNMENT**

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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 July 20, 2021 was posted and available for review, in compliance with the Brown Act.





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

CITY COUNCIL MEETING

First and Third Tuesday  
Every Month

## A G E N D A

### REGULAR MEETING OF THE SUISUN CITY COUNCIL

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

**AND HOUSING AUTHORITY**

**TUESDAY, JULY 20, 2021**

**6:30 P.M.**

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

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(Next Ord. No. – 787)

(Next City Council Res. No. 2021 – 64)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 02)

(Next Housing Authority Res. No. HA2021 – 02)

DEPARTMENTS: AREA CODE (707)

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SUCCESSOR AGENCY 421-7309 FAX 421-7366



**ROLL CALL**

Council / Board Members

Pledge of Allegiance

Invocation

**CONFLICT OF INTEREST NOTIFICATION**

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

**REPORTS: (Informational items only)**

1. City Manager/Executive Director/Staff

- a. Introduction of new Suisun City Employee: Nouae Vue, Public Works Director, City Engineer.

**PRESENTATION/APPOINTMENTS**

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

**City Council**

2. Proclamations Presented - (Wilson: [lwilson@suisun.com](mailto:lwilson@suisun.com)).

- a. Presentation of Proclamation to Recreation, Parks and Marina Department Recognizing July 2021 as Parks and Recreation Month.

3. Mayoral Appointment of Planning Commissioner – (Wilson: [lwilson@suisun.com](mailto:lwilson@suisun.com)).

4. Housing Authority Programs 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**

5. Council Adoption of Resolution No. 2021-\_\_\_\_: Approving the Debt Service Rate for the North Bay Aqueduct Bond Issue for Fiscal Year 2021-22 - (Deol: [ideol@suisun.com](mailto:ideol@suisun.com)).

6. General Tax Oversight (Measure S) Committee Annual Update (Deol: [ideol@suisun.com](mailto:ideol@suisun.com)).

- a. Council Adoption of Resolution No. 2021-\_\_\_\_: Accept the Annual Update of the General Tax Oversight Committee on Fiscal Year (FY) 2019- 20 Measure S Activity; and
- b. Council Adoption of Resolution No. 2021-\_\_\_\_: Accepting the Measure S General Transaction and Use Tax Audit for the Year Ended June 30, 2020

7. Council Adoption of Resolutions Approving Labor Memorandum of Understandings – (Penland: [cpenland@suisun.com](mailto:cpenland@suisun.com)).

- a. Council Adoption of Resolution No. 2021-\_\_\_\_: Approving the Memorandum of Understanding (MOU) with the Suisun City Employees' Association (SCEA) and Authorizing the City Manager to Execute it on Behalf of the City; and
- b. Council Adoption of Resolution No. 2021-\_\_\_\_: Approving the Memorandum of Understanding (MOU) with the Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Execute it on Behalf of the City.



8. Council Adoption of Resolution No. 2021-\_\_\_: Approving the Schedule of Benefits for Unrepresented Employees, Authorizing the City Manager to Administer it on Behalf of the City – (Penland: [cpenland@suisun.com](mailto:cpenland@suisun.com)).
9. Council Adoption of Resolutions Establishing the Job Classifications of Police Evidence and Property Technician I/II and Amending the City of Suisun City Salary Schedule – (Penland: [cpenland@suisun.com](mailto:cpenland@suisun.com)).
  - a. Council Adoption of Resolution No. 2021-\_\_\_: Establish the Police Evidence and Property Technician I/II Job Classifications; and
  - b. Council Adoption of Resolution No. 2021-\_\_\_: Amending the City of Suisun City Salary Schedule to Incorporate Negotiated Items from the Labor Agreements and Establish a Salary for Police Evidence and Property Technician I/II.
10. Council Adoption of Resolution No. 2021-\_\_\_: A Resolution of the City Council of the City of Suisun City Submitting a Resolution for Consideration by the General Assembly of the League of California Cities Calling for the League to Urge Congress to Introduce Legislation that would Establish a Fundamental Human Right to Housing – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

### **PUBLIC COMMENTS**

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### **PUBLIC HEARING**

#### **City Council**

11. Membership of California Municipal Finance Authority (CMFA) and Use of the Bond Opportunities for Land Development (BOLD) Program – (Kearns: [jkearns@suisun.com](mailto:jkearns@suisun.com)).
  - a. Council Resolution No. 2021-\_\_\_: Approving, Authorizing, and Directing City Manager Execution of a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority.
  - b. Council Resolution No. 2021-\_\_\_: Authorizing Use of the Bond Opportunities for Land Development (BOLD) Program; Authorizing the California Municipal Finance Authority to Accept Applications from Property Owners, Conduct Proceedings and Levy Special Taxes Within the Territory of the City of Suisun City Pursuant to the Mello-Roos Community Facilities Act of 1982, as amended; and Authorizing Related Actions.
12. Council Resolution No. 2021-\_\_\_: Authorizing the City to Join the Statewide Community Infrastructure Program (SCIP); Authorizing the California Statewide Communities Development Authority (CSCDA) to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments and Special Taxes and to Form Assessment Districts and Community Facilities Districts Within the Territory of the City of Suisun City; Embodying a Joint Community Facilities Agreement Setting Forth the Terms and Conditions of Community Facilities District Financings; Approving Form of Acquisition Agreement for Use When Applicable; and Authorizing Related Actions – (Kearns: [jkearns@suisun.com](mailto:jkearns@suisun.com)).



**GENERAL BUSINESS****City Council**

13. Council Adoption of Resolution No. 2021-\_\_: A Resolution of the City Council of the City of Suisun City Approving Funding Plan for Solano Transportation Authority/City Joint Parking Lot – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
14. Council Adoption of Resolution No. 2021-\_\_: A Resolution of the City Council of the City of Suisun City Approving Transportation Development Act Fund Allocations – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

**REPORTS: (Informational items only)**

15. Council Updates
  - a. Council/Boardmembers
  - b. Mayor
16. Non-Discussion Items

**ADJOURNMENT**

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  - 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 July 20, 2021 was posted and available for review, in compliance with the Brown Act.



*Office of the Mayor*  
**Suisun City, California**  
**Proclamation**

**WHEREAS**, parks and recreation programs are an integral part of communities throughout this country, including Suisun City; and

**WHEREAS**, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

**WHEREAS**, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the emotional health of all residents; and

**WHEREAS**, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

**WHEREAS**, parks and natural recreation areas in Suisun City became positive places of opportunity for community members to enjoy and explore during the COVID-19 pandemic and were able to improve both physical and mental health; and

**WHEREAS**, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

**WHEREAS**, The City of Suisun City Recreation, Parks, and Marina Department is motivated to connect our diverse community through imaginative experiences in our parks, programs, and waterfront, while promoting physical and mental well-being, and

**WHEREAS**, Suisun City recognizes the benefits derived from parks and recreation resources

**NOW, THEREFORE**, I, Lori D. Wilson, Mayor of the City of Suisun City hereby proclaim the month of July 2021 as:

**"Parks and Recreation Month"**

You are encouraged to support the efforts of the Recreation, Parks, and Marina Department and their community first programming effort and enjoy the fantastic parks, facilities, and programs that make Suisun City an amazing place to call home.

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

\_\_\_\_\_  
Lori D. Wilson, Mayor

ATTEST: \_\_\_\_\_

DATE: July 20, 2021





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## AGENDA TRANSMITTAL

**MEETING DATE:** July 20, 2021

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2021-\_\_\_: Approving the Debt Service Rate for the North Bay Aqueduct Bond Issue for Fiscal Year 2021-22.

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**FISCAL IMPACT:** The proposed rate for FY 2021-22 to make the debt service payments for the North Bay Aqueduct (NBA) is 0.002858 per \$100 of Assessed Value. As indicated in the attached table and chart, the NBA levy would go up by \$0.0000770 per \$100 or increase by about \$0.37 per year on a home with an Assessed Value of \$500,000.

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**STRATEGIC PLAN IMPACT:** Provide Good Governance and Ensure Fiscal Solvency.

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**STAFF REPORT:** Each year the City Council is required to establish the *ad valorem* property tax rates to be levied on the properties that benefit from the voter-approved bond issues for the acquisition of water from the North Bay Aqueduct. These tax proceeds are used to make annual debt service payment. Staff uses the Preliminary 2021-2022 Assessed Valuations Estimates provided by Solano County to calculate the levy, because the actual assessed valuations are not available in time to meet legal deadlines for submitting the tax rate to the County.

There is an inverse relationship between the assessed values and the tax rates needed to generate the funds necessary to make the annual bond payments. In other words, when assessed values (AVs) go up, the tax rate will go down while still generating the needed revenue. When AVs go down, the tax levy must go up in order to generate the amount needed for bond payments. The slight increase for fiscal year 2021-22 is due to small change in the amount required for debt service payment.

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

1. Adopt Council Resolution No. 2021-\_\_\_: Approving the Debt Service Rate for the North Bay Aqueduct Bond Issue for Fiscal Year 2021-22.

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**ATTACHMENTS:**

1. Council Resolution No. 2021-\_\_\_: Approving the Debt Service Rate for the North Bay Aqueduct Bond Issue for Fiscal Year 2021-22.
2. Calculation of Voter Approved Debt for 2021-22, including table and chart showing property tax rates for fiscal year 2013 to 2022.

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**PREPARED BY:**

Elizabeth Luna, Accounting Services Manager

**REVIEWED/APPROVED BY:**

Lakhwinder Deol, Finance Director

Greg Folsom, City Manager



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**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPROVING THE DEBT SERVICE RATE FOR THE NORTH BAY AQUEDUCT  
BOND ISSUE FOR FISCAL YEAR 2021-22**

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

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

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

**WHEREAS**, City has made the necessary calculations and has determined the correct tax rate for the 2021-22 fiscal year is \$0.002858 per \$100.00 of assessed valuation;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Suisun City Council does hereby approve the rate of Debt Service designated in the number of cents upon each \$100.00 of the full cash value of the property in the City of Suisun City, as equalized and returned to this City Council by the Auditor of Solano County, to raise the amount of money necessary to pay the FY 2021-22 indebtedness for the North Bay Aqueduct which rate is \$0.002858 per \$100.00 of assessed valuation; and

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

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 20<sup>th</sup> day of July 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 20<sup>th</sup> day of July 2021.

\_\_\_\_\_  
Anita Skinner  
City Clerk



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## **NORTH BAY AQUEDUCT - Fund 079**

### **Calculation of Voter Approved Debt for 2021-22**

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

	<b>Unsecured</b>	<b>Secured</b>	<b>Total</b>
Net Values (Less H.O.)	24,886,946	2,714,405,663	2,739,292,609
SBE Values	-	52,500	52,500
Subtotal	<u>24,886,946</u>	<u>2,714,458,163</u>	<u>2,739,345,109</u>
Less: 2% Delinquency	(497,739)		(497,739)
.25% Delinquency		(6,786,145)	(6,786,145)
Redevelopment	-	-	-
Add: Homeowners	<u>7,000</u>	<u>24,494,400</u>	<u>24,501,400</u>
Adjusted Net Values	<u><u>24,396,207</u></u>	<u><u>2,732,166,418</u></u>	<u><u>2,756,562,625</u></u>
 Tax Rates *	 <u><u>0.002781%</u></u>	 <u><u>0.002858%</u></u>	
 Amount of Taxes	 <u><u>\$ 678</u></u>	 <u><u>\$ 78,095</u></u>	 <u><u>\$ 78,774</u></u>

<b><u>Amount Needed</u></b>	<b><u>\$ 88,214</u></b>
Current Reserves	9,440
Interest	-
Secured Taxes	78,095
Unsecured Taxes	<u>678</u>
Total	<u><u>88,214</u></u>
Variance	-

### **Payments to be Made in 2021-22**

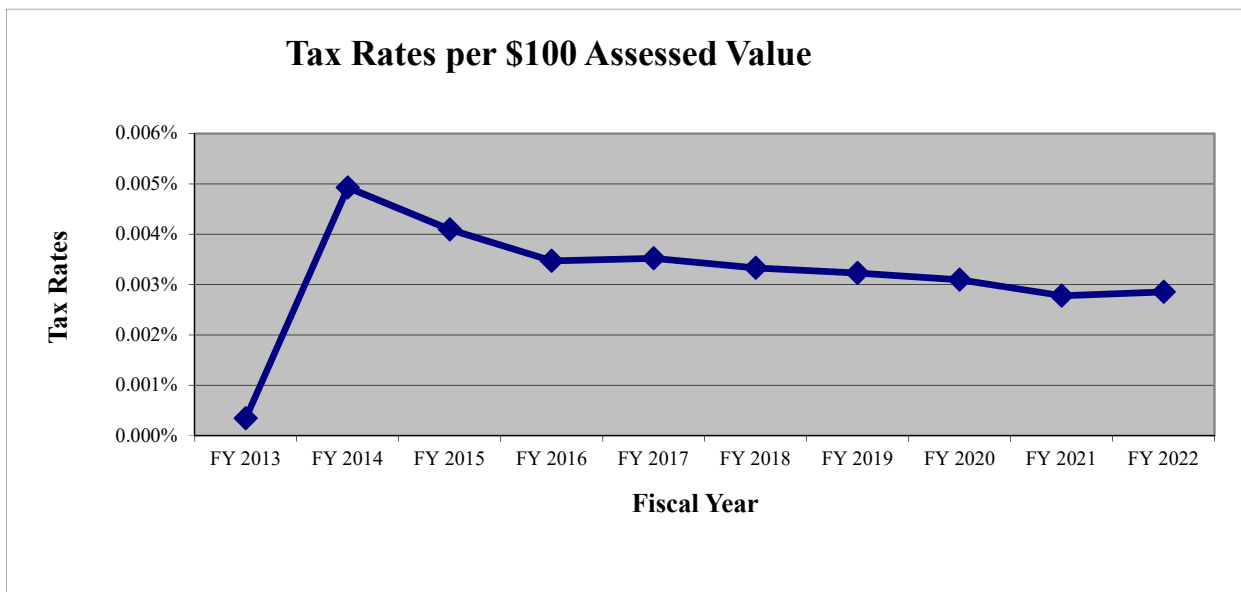
Principal	77,740
Interest	-
Others- Cost Allocation new for 2022	2,700
Required Reserve	<u>7,774</u>
Total	<u><u>88,214</u></u>

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



**Property Tax Rates for Northbay Aqueduct Agreement**  
**Rates per \$100 of Assessed Valuation (AV)**

<u>Fiscal Year</u>	<u>NBA</u>
FY 2013	0.000345%
FY 2014	0.004929%
FY 2015	0.004095%
FY 2016	0.003474%
FY 2017	0.003522%
FY 2018	0.003335%
FY 2019	0.003233%
FY 2020	0.003099%
FY 2021	0.002781%
FY 2022	0.002858%



NBA			
	FY 2020-21	FY 2021-22	Difference
Assessment Rate	0.002781	0.002858	0.0000770
Assessed Value of	\$ 13.91	\$ 14.29	\$ 0.37
\$ 500,000			



## AGENDA TRANSMITTAL

**MEETING DATE:** July 20, 2021

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**CITY AGENDA ITEM:** General Tax Oversight (Measure S) Committee Annual Update:

- a. Accept the Annual Update of the General Tax Oversight Committee on Fiscal Year (FY) 2019-20 Measure S Activity; and
- b. Adopt Resolution No. 2021- \_\_\_\_: Accepting the Measure S General Transaction and Use Tax Audit for the Year Ended June 30, 2020

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**FISCAL IMPACT:** This is a non-fiscal informational and oversight action with no requested appropriation.

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**STRATEGIC PLAN IMPACT:** Provide Good Governance and Ensure Fiscal Solvency

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**BACKGROUND:** On November 8, 2016, Suisun City voters approved ballot Measure S to enact Ordinance 742 that, among other actions, established a 1% Transactions and Use Tax for general use and created the General Tax Oversight Committee (the “Committee”) to provide transparency on the collection and expenditure of the tax. The City Council subsequently approved Resolution 2017-36 to set the guidelines and compensation for the Committee. City Code requires an annual independent audit of Measure S, and Council resolution tasks the Committee with reviewing the audit report.

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**STAFF REPORT:** The City Code requires an annual independent audit of Measure S funds, and the Committee has to review and accept the audit report before it is adopted by the City Council.

The Committee met on July 15<sup>th</sup>, 2021 to review and accept the FY 2019-2020 Audit Report prepared by the independent auditors, Chavan and Associates, LLP. The audit report found no material discrepancies in the handling of Measure S funds, nor between the adopted budget intent and actual expenditures. The statement was prepared to present the revenue and expenditures pursuant to Measure S and Ordinance No. 742.

The Fiscal Year 2019-20 Budget expected \$2.4 million in Measure S proceeds. Actual receipts were approximately \$2.7 million, or \$282,300 more than expected. The Budget did not include any Interest Earnings, but Actual Interest Earnings for the FY 2019-20 are \$105,469.

The Fiscal Year 2019-20 Budget expected \$5.0 million in expenditures and the actual expenditures were \$2.3 million. The actual expenditures were less than the budgeted amount due to some personnel cost savings and some capital projects that were either not initiated or completed or came in under budget. Savings accrued in the hiring of staff were principally due to a lag between the anticipated date of hire and the actual date of hire. Overall, the FY 2019-20 Measure S ending balance of \$3.6 million exceeded the budget estimate by \$2.5 million.

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

Lakhwinder Deol, Finance Director  
Greg Folsom, City Manager



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**RECOMMENDATION:** The staff recommends that the Committee

- a. Accept the Annual Update of the General Tax Oversight Committee on Fiscal Year (FY) 2019-20 Measure S Activity: and
- b. Adopt Resolution No. 2021-\_\_\_: Accepting the Measure S General Transaction and Use Tax Audit for the Year Ended June 30, 2020

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**ATTACHMENTS:**

- a. Annual Update of the General Tax Oversight Committee on Fiscal Year (FY) 2019-20 Measure S Activity: and
- b. Resolution No. 2021-\_\_\_: Accepting the Measure S General Transaction and Use Tax Audit for the Year Ended June 30, 2020



## Measure S Sales & Use Transaction Tax

### Financial Analysis

Resources	FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-20 Actual	FY 2020-21 Amended	FY 2020-21 Actual	FY 2021-22 Budget
Beginning Fund Balance	303,728	1,417,718	3,086,181	3,550,718	3,550,718	516,418
Sales Tax Revenue	2,501,763	2,573,674	2,652,616	2,807,000	2,532,325	2,988,100
Interest Earnings	-	-	105,469	5,000	225	5,000
<b>Total Resources</b>	<b>2,805,491</b>	<b>3,991,392</b>	<b>5,844,266</b>	<b>6,362,718</b>	<b>6,083,268</b>	<b>3,509,518</b>
<b>Expenditures</b>						
<b>Ongoing Expenditures</b>						
Police Department	213,516	486,923	408,700	685,600	685,600	1,577,171
Fire Department	53,809	135,209	623,085	1,120,400	1,120,400	1,301,447
City Manager's Office	-	-	74,740	87,700	-	80,000
Development Services	32,763	44,307	-	-	-	-
Building & Public Works	70,200	96,908	164,743	-	-	99,843
Recreation Department	22,658	47,424	76,400	76,400	76,400	76,400
Non-Departmental (General Support)	-	14,120	-	2,670,700	1,617,600	-
Sub-total	392,946	824,890	1,347,668	4,640,800	3,500,000	3,134,861
<b>One-time Expenditures</b>						
Police Patrol Vehicle	25,500	-	-	-	-	-
<b>Capital Projects</b>						
9981 Marina Dredging	193,271	-	-	-	-	-
6385 Fire Engine Acquisition	250,000	-	-	-	-	-
9906 Street Repair Program	10,210	10,208	10,208	10,300	-	-
9992 Public Safety Com. Sys.	19,623	22,668	728,564	385,000	-	324,657
9924 Storm Drain Repairs	431,262	-	-	-	-	-
9991 Business Mgmt-Phase 1	28,163	47,444	49,009	50,000	-	50,000
9910 Video Surveillance Prog.	36,799	-	-	-	-	-
2350 Police Officer 50% Overfill	-	-	-	-	-	-
1910 Nixle-Public Outreach	-	-	9,500	-	-	-
3350 Major Facility Repair-Alarm	-	-	93,600	-	-	-
6330 City Landscaping	-	-	30,000	-	-	-
1810 Citywide Strategic Plan-RGS	-	-	25,000	-	-	-
6315 Storm Channel Rehab	-	-	-	250,000	-	-
Contingency	-	-	-	510,200	-	-
Sub-total	994,828	80,319	945,881	1,205,500	-	374,657
<b>Total Expenditures</b>	<b>1,387,774</b>	<b>905,210</b>	<b>2,293,549</b>	<b>5,846,300</b>	<b>3,500,000</b>	<b>3,509,518</b>
<b>Ending Balance</b>	<b>1,417,717</b>	<b>3,086,183</b>	<b>3,550,718</b>	<b>516,418</b>	<b>2,583,268</b>	<b>0</b>



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
ACCEPTING THE MEASURE S GENERAL TRANSACTIONS AND USE TAX  
AUDIT FOR THE YEAR ENDED JUNE 30, 2020**

**WHEREAS**, the voters of the City of Suisun City enacted Ordinance 742 on November 8, 2016, with the approval of ballot Measure S; and

**WHEREAS**, Ordinance 742 set in place a 1 percent Transactions and Use Tax for general purposes, required an annual independent audit of the expenditure of those funds, and created the General Tax Oversight Committee (the "Committee") to review the audit report; and the voters of the City of Suisun City enacted Ordinance 742 on November 8, 2016, with the approval of ballot Measure S; and

**WHEREAS**, the City of Suisun City endeavors to manage its financial affairs in a prudent and professional manner, consistent with Generally Accepted Accounting Practices; and

**WHEREAS**, an annual audit was conducted by outside auditors Chavan & Associates, LLP (C&A) and concluded that the City's financial statements "presents fairly, in all material respects, the respective financial position of the revenues and expenditures for Measure S of the City of Suisun City, as of June 30, 2020," and

**WHEREAS**, on July 15, 2021, the Committee met to review the audit report, discuss Measure S activity with Administrative Services Department Staff, and ask all pertinent questions; and

**WHEREAS**, the Committee concluded Measure S proceeds were spent in accordance with the adopted Fiscal Year 2019-20 Budget according to the priorities established by the City Council in accordance with community priorities and recommended the City Council accept the audit report.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Suisun City hereby accepts the Measure S General Transaction and Use Tax Audit for the Year Ended June 30, 2020, attached hereto as Exhibit A.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 20<sup>th</sup> day of July 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 20<sup>th</sup> day of July 2021.

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



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**CITY OF SUISUN CITY  
CALIFORNIA**

**MEASURE S  
GENERAL TRANSACTIONS AND  
USE TAX AUDIT  
(ORDINANCE NO. 742)**

For the Year Ended June 30, 2020

\* \* \*



**Chavan & Associates, LLP**  
Certified Public Accountants  
1475 Saratoga Ave, Suite 180  
San Jose, CA 95129



**CITY OF SUISUN CITY  
CALIFORNIA**

**MEASURE S GENERAL TRANSACTION AND USE TAX  
ORDINANCE No. 742**

**FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

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## **INDEPENDENT AUDITOR'S REPORT**

To the Honorable Mayor and Members of the  
City Council of the City of Suisun City  
City of Suisun City, California

### **Report on the Financial Statements**

We have audited the accompanying Measure S statement of revenues and expenditures of the City of Suisun City's (the "City"), as of and for the year ended June 30, 2020, and the related notes to the financial statement, which comprises the Measure S statement of revenues and expenditures for the City.

### **Management's Responsibility for the Financial Statements**

The City's management is responsible for the preparation and fair presentation of its financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.





## Opinion

In our opinion, the financial statement referred to above presents fairly, in all material respects, the statement of revenues and expenditures of the City of Suisun City's Measure S, as of June 30, 2020, in accordance with accounting principles generally accepted in the United States of America.

## Other Information

The accompanying statement was prepared to present the revenues and expenditures pursuant to Measure S and Ordinance No. 742 as described in the Notes and is not intended to be a complete presentation of the City's revenues and expenditures. It does not purport to, and does not, fairly present the financial statements of the City as of June 30, 2020, and its changes in financial position for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

## Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 20, 2020 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

C & A LLP

December 20, 2020  
San Jose, California



**CITY OF SUISUN CITY  
CALIFORNIA**

**MEASURE S GENERAL TRANSACTIONS AND USE TAX  
ORDINANCE No. 742**

**STATEMENT OF REVENUES AND EXPENDITURES  
FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive/(Negative)
<b>REVENUES</b>				
Sales & Use Tax	\$ 2,370,300	\$ 2,370,300	\$ 2,652,616	\$ 282,316
Interest Earnings	-	-	105,469	105,469
Transfers In From Dredging	583,100	583,100	-	(583,100)
<b>Total Revenues</b>	<u>2,953,400</u>	<u>2,953,400</u>	<u>2,758,085</u>	<u>(195,315)</u>
<b>EXPENDITURES</b>				
City Staff:				
Police Officer	276,900	276,900	-	276,900
Police Sergeant/Commander	172,000	172,000	154,338	17,662
Dispatchers	142,000	142,000	159,662	(17,662)
Fire Administrative Captain	221,400	221,400	152,280	69,120
Fire Divison Chief	370,400	370,400	79,400	291,000
Fire Engineer	366,600	366,600	234,474	132,126
Fire Inspector	60,000	60,000	57,685	2,315
Maintenance Worker	161,200	161,200	99,843	61,357
Administrative Assisstant	87,700	87,700	74,740	12,960
Recreation Supervisor	76,400	76,400	76,400	-
Total City Staff	<u>1,934,600</u>	<u>1,934,600</u>	<u>1,088,822</u>	<u>845,778</u>
Police Patrol Vehicle	<u>14,700</u>	<u>14,700</u>	<u>14,700</u>	<u>-</u>
Capital projects:				
CAD/RMS Lease (7 years)	60,000	60,000	60,000	-
Axon Body Worn Camera/Taser Lease	20,000	20,000	20,000	-
Fire Training/Structure Fires	80,000	80,000	77,245	2,755
Fire Turn-Outs (85,000/4 years)	22,000	22,000	22,000	-
Nixle Public Outreach	65,000	65,000	9,500	55,500
Nelson Roof Repair	30,000	30,000	-	30,000
Facility Repair	610,100	610,100	93,600	516,500
City Landscaping	30,000	30,000	30,000	-
Storm Channel Rehab	220,000	220,000	-	220,000
Street Repair Program	673,000	673,000	10,208	662,792
Street Maintenance	96,600	96,600	64,900	31,700
Public Safety Communication System	933,500	933,500	728,564	204,936
Business Mgmt.-Phase I	150,000	150,000	49,009	100,991
Citywide Strategic Plan	25,000	25,000	25,000	-
Total Capital Projects	<u>3,015,200</u>	<u>3,015,200</u>	<u>1,190,026</u>	<u>1,825,174</u>
<b>Total Expenditures</b>	<u>4,964,500</u>	<u>4,964,500</u>	<u>2,293,548</u>	<u>2,670,952</u>
<b>Excess (Deficiency) of</b>				
Revenues over Expenditures	(2,011,100)	(2,011,100)	464,537	2,475,637
<b>Measure S Balance Beginning</b>	<u>3,086,181</u>	<u>3,086,181</u>	<u>3,086,181</u>	<u>-</u>
<b>Measure S Balance Ending</b>	<u>\$ 1,075,081</u>	<u>\$ 1,075,081</u>	<u>\$ 3,550,718</u>	<u>\$ 2,475,637</u>

The notes to the financial statement are an integral part of this statement.



**CITY OF SUISUN CITY  
CALIFORNIA**

**MEASURE S GENERAL TRANSACTIONS AND USE TAX  
ORDINANCE No. 742**

**NOTES TO THE FINANCIAL STATEMENT  
FOR THE FISCAL YEAR ENDED JUNE 30, 2020**

---

**1. Description of Reporting Entity**

The statement represents the revenues and expenditures for the Measure S General Transactions and use tax under Ordinance No. 742 of City of Suisun City (the “City”) for the year ended June 30, 2020. The accompanying statement of revenues and expenditures presents only the activities from the expenditure of Measure S taxes is not intended to present the financial position and result of operation of the City in conformity with accounting principles generally accepted in the United States of America.

**2. Description of Measure S**

Measure S is a 1% local tax applied to gross receipts of any retailer within the city and collected similarly to sales and use tax. It was passed by a majority of the voters in November of 2016 through City Ordinance No. 742.

**3. Statement of Grant Revenues and Expenditures**

The statement of revenues and expenditures presents the eligible costs charged to Measure S by the City and the revenues received from general transactions and use tax from the sale of tangible personal property at retail within the City.

**4. Basis of Accounting**

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the statement. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. The City used the modified accrual basis of accounting. Revenues are recognized when collection of the amounts can be reasonably estimated to be received in the near future, typically 60 days after year end. Expenditures are generally recognized in the period in which goods and services are received or a liability is incurred.

**5. Budgeting**

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. All annual appropriations lapse at fiscal year-end. The City submits requests for appropriations to the City Manager so that a budget may be prepared. The proposed budget is presented to the City Council for review. The Council holds public hearings and adopts a final budget.

The appropriated budget is prepared by fund, function, and department. The City Manager may make transfers of appropriations within a department. Transfers of appropriations between funds require the approval of the City Council. The legal level of budgetary control is the fund level.





**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED  
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor and Members of the  
City Council of the City of Suisun City  
City of Suisun City, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the Measure S statement of revenues and expenditures of the City of Suisun City (the "City") as of and for the year ended June 30, 2020, and the related notes to the financial statement, which comprises City's Measure S statement of revenues and expenditures, and have issued our report thereon dated December 20, 2020.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statement, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statement, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.





### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including the applicable statutes, rules and regulations of Measure S and City Ordinance No. 742, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. Unless otherwise noted our separate compliance opinion related to Measure S, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

C & A LLP

December 20, 2020  
San Jose, California





**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
WITH REQUIREMENTS APPLICABLE TO MEASURE S  
GENERAL TRANSACTIONS AND USE TAX  
IN ACCORDANCE WITH CITY ORDINANCE NO. 742**

To the Honorable Mayor and Members of the  
City Council of the City of Suisun City  
City of Suisun City, California

**Report in Compliance**

We have audited the City of Suisun City's (the City) compliance of the Measure S revenues and expenditures with the types of compliance requirements described in Measure S General Transactions and Use Tax and Ordinance No. 742, as of and for the fiscal year ended June 30, 2020.

**Management's Responsibility**

Management is responsible for compliance with the requirements of laws and regulations applicable to Measure S.

**Auditor's Responsibility**

Our responsibility is to express an opinion on the City's compliance with Measure S based on our audit in accordance with the compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on Measure S revenues and expenditures occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on Measure S compliance. However, our audit does not provide a legal determination of the City's compliance.

**Opinion on Compliance with Measure S**

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the Measure S revenues and expenditures for the fiscal year ended June 30, 2020.





### Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on Measure S revenues and expenditures to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance and to test and report on internal control over compliance in accordance with Measure S General Transactions and Use Tax and Ordinance No. 742, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

This report is intended solely for the information and use of City Council and management and is not intended to be and should not be used by anyone other than these specified parties.

C & A LLP

December 20, 2020  
San Jose, California



## AGENDA TRANSMITTAL

**MEETING DATE:** July 20, 2021

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**CITY AGENDA ITEM:** Council Adoption of Resolutions Approving Labor Memorandum of Understandings:

- a. Council Adoption of Resolution No. 2021-\_\_\_: Approving the Memorandum of Understanding (MOU) with the Suisun City Employees' Association (SCEA) and Authorizing the City Manager to Execute it on Behalf of the City; and
- b. Council Adoption of Resolution No. 2021-\_\_\_: Approving the Memorandum of Understanding (MOU) with the Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Execute it on Behalf of the City.

---

**FISCAL IMPACT:** Increasing salaries in exchange for the CalPERS Classic Members paying the Employee Member Contribution and eliminating the Retention Pay Public Safety Police and Dispatchers represents an annual cost of \$56,025. Providing temporary premium/additional pay increases, in lieu of a cost of living adjustment, will cost approximately \$293,696 this fiscal year. These costs were programmed in the current fiscal year budget for this action. The affected employees are the Suisun City Management and Professional Employees' Association (SCMPEA) and the Suisun City Employees' Association (SCEA). Other minor financial terms included in the MOU's Tentative Agreement do not have any immediate impact but would have additional variable and relatively minor costs in the future. Staff has confirmed sufficient funds are available to undertake this investment.

---

**STRATEGIC PLAN UPDATE:** Provide Good Governance and Ensure Fiscal Solvency.

---

**BACKGROUND:** The current Memorandums of Understanding (the "MOUs") with the City's three bargaining units expired on June 30, 2021. The City's negotiation team and representatives of the Suisun City Employees' Association (SCEA), the Suisun City Police Officers' Association (SCPOA), and the Suisun City Management & Professional Employees' Association (SCMPEA) met repeatedly from March 16, 2021 through July 6, 2021 to come to tentative agreements on the respective MOUs. SCPOA reached tentative agreement first which was approved by Council on July 6, 2021 by Resolution 2021-62. SCEA and SCMPEA reached tentative agreements after the July 6, 2021 City Council meeting and are now being brought forward for approval.

---

**STAFF REPORT:** This report will address the following related issues:

- Tentative Agreement Deal Points reached with SCMPEA
- Tentative Agreement Deal Points reached with SCEA

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**PREPARED BY:**

Christina Penland, Human Resources Administrator

**REVIEWED/APPROVED BY:**

Gregory Folsom, City Manager



## SCMPEA Tentative Agreement

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The Tentative Agreement provides/eliminates the following financial provisions in the SCMPEA MOU 2021-23:

- Article VII: Compensation – provide \$2.00 per hour temporary additional pay increases for Miscellaneous Employees, \$4.00 per hour temporary additional pay increase for Dispatch Employees, and \$6.00 per hour temporary additional pay increases for Police and Fire Safety Employees, in lieu of cost of living adjustments, that will sunset by June 30, 2023; eliminate the 6% recruitment and retention pay currently paid to Dispatch and Police Employees.
- Article VII: Compensation – convert the salary schedule to a 5-step pay scale.
- Article VII: Compensation – Provide extra compensation at the rate of time and a half to Police Commanders when required to respond in person after hours.
- Article VIII: Retirement Benefits – provide salary increase of 5.5% to Police Safety, and 7.5% to Miscellaneous and Fire Safety in exchange for the CalPERS Classic Members to pay the full employee contribution along with employees covered under the Public Employees' Pension Reform Act (PEPRA). This provision will become effective once approved by CalPERS by separate resolution for all City of Suisun City Employees.

The Tentative Agreement further added/updated/amended language to the following sections of the SCMPEA MOU 2021-23:

- Article IV: Recognition – update the list of represented job classes to clear up job titles and list job titles alphabetically.
- Article VII: Compensation – update Job Title of Police Support Services Manager.
- Article VII: Compensation – add language per previously authorized MOU amendment.
- Article VIII: Retirement Benefits – eliminate section 7 entirely as it no longer applies.
- Supplemental Insurance – new article adding language regarding the change in supplemental insurance from AFLAC to Colonial.
- Article IX: Medical & Dental Insurance – update per previously authorized MOU amendment.
- Article XIV: Uniforms – update covered job classifications.
- Article XV: Hours of Work – cleanup, eliminate old language and update Fire Captain job title
- Article XV: Hours of Work – add language per previously authorized MOU amendment, and introduce language pertaining to cash out which complies with IRS Constructive Receipt Tax Laws.
- Article XVI: Vacation Leave – clean up per previously authorized MOU amendment.
- Article XVI: Vacation Leave – add new language allowing up to 40 hours of cash out which must comply with IRS Constructive Receipt Tax Laws.
- Article XVIII: Sick Leave – Add new language requiring employees off work on protected leave to use available accrued paid leave prior to going on leave without pay status.



- Article XXXVI: Reimbursement for Education or Training – update language per previously authorized MOU amendment.
- Articles and Sections of the MOU will be updated depending on new or eliminated language.

### **SCEA Tentative Agreement**

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The Tentative Agreement provides/eliminates the following financial provisions in the SCEA MOU 2021-23:

- Article VII: Compensation – provide \$2.00 per hour temporary premium pay increases for Miscellaneous Employees and \$4.00 per hour temporary premium pay increases for Dispatch Employees, in lieu of cost of living adjustments, that will sunset by June 30, 2023; eliminate the 6% recruitment and retention pay.
- Article VII: Compensation – provide salary adjustment to Building Maintenance Worker I and Building Maintenance Worker II of 10%.
- Article XV: Retirement Benefits – provide salary increase of 7.5% in exchange for the CalPERS Classic Members to pay the full employee contribution along with employees covered under the Public Employees' Pension Reform Act (PEPRA). This provision will become effective once approved by CalPERS by separate resolution for all City of Suisun City Employees.

The Tentative Agreement further added/updated/amended language to the following sections of the SCEA MOU 2021-23:

- Article IV: Recognition – update the list of represented job classes to clear up job titles and list job titles alphabetically.
- Article VI: Dues, Fees, Insurance Check Off – update this Article to comply with SB 866 by replacing the existing Article in its entirety.
- Article VII: Access – Amend Section 3 Shop Stewards to comply with new laws under Government Code Section 3505.3.
- Article VIII: Compensation – eliminate the Confidential Pay Program and include the positions of Accounting Technician (assigned to Payroll) and the Administrative Assistant II (assigned to Police) among SCEA represented positions.
- Article VIII: Compensation – add Nighttime Hours Differential language per previously authorized MOU amendment.
- Article IX: Retirement Benefits – eliminate section 3 entirely as it no longer applies.
- Article X: Medical & Dental Insurance – update language to reflect current rates and update Flex Benefit Options per previously authorized MOU amendment.
- Supplemental Insurance – new article adding language regarding the change in supplemental insurance from AFLAC to Colonial.
- Article XV: Uniforms – update covered classifications and add new language describing how the allowance is paid to employees.



- Article XVII: Overtime and Compensatory Time Off – update cash out language to comply with IRS Constructive Receipt Tax Laws. Create a separate section to discuss Cash out of other Eligible Paid Leave.
- Article XVII: Standby and Call-Out Procedures – provide minimum two hours of pay at the applicable straight time or time and a half rates based on day worked. Eliminate weekly standby pay.
- Article XIX: Vacation Leave – add language previously authorized by MOU amendment and clean up to clarify vacation can be cashed out as already provided under the Cash Out of Eligible Paid Leave section.
- Article XXI: Sick Leave – Add new language requiring employees off work on protected leave to use available accrued paid leave prior to going on leave without pay status.
- Article XXXVI: Municipal Holidays – clean up to clarify holiday leave can be cashed out as already provided under the Cash Out of Eligible Paid Leave section.
- Article XLVII: General Provisions – update language and term.
- Articles and Sections of the MOU will be updated depending on new or eliminated language.

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

- a. Council Adoption of Resolution No. 2021-\_\_\_: Approving the Memorandum of Understanding (MOU) with the Suisun City Employees' Association (SCEA) and Authorizing the City Manager to Execute it on Behalf of the City; and
- b. Council Adoption of Resolution No. 2021-\_\_\_: Approving the Memorandum of Understanding (MOU) with the Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Execute it on Behalf of the City.

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**ATTACHMENTS:**

1. Council Adoption of Resolution No. 2021-\_\_\_: Approving the Memorandum of Understanding (MOU) with the Suisun City Employees' Association (SCEA) and Authorizing the City Manager to Execute it on Behalf of the City; and
2. Council Adoption of Resolution No. 2021-\_\_\_: Approving the Memorandum of Understanding (MOU) with the Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Execute it on Behalf of the City.



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE  
SUISUN CITY EMPLOYEES' ASSOCIATION (SCEA) AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY.**

**WHEREAS**, on February 5, 2019, the City Council approved the Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Employees' Association (SCEA), effective January 1, 2019 through December 31, 2020 (SCEA MOU 2019-20) with the adoption of Resolution No. 2019-03; and

**WHEREAS**, on January 14, 2020, the City Council approved the First Amendment to SCEA MOU 2019-20 with the adoption of Resolution No. 2020-04, amending the Nighttime Differential Compensation, the Flexible Benefit Options, Uniforms and Uniform Allowances, and Vacation Leave provisions; and

**WHEREAS**, on November 17, 2020, the City Council approved the Second Amendment to the SCEA MOU 2019-20 with the adoption of Resolution No. 2020-141, providing Critical Staffing Retention and Retention Pay for Dispatch positions; and

**WHEREAS**, on December 22, 2020, the City Council approved the Third Amendment to the SCEA MOU 2019-20 with the adoption of Resolution No. 2020-173, extending the term of the MOU through June 30, 2021, including the compensation benefit for Critical Staffing Retention and Recruiting Pay; and

**WHEREAS**, the SCEA MOU 2019-20 expired on June 30, 2021; and

**WHEREAS**, the City and SCEA's authorized labor representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milius-Brown Act (MMBA), government Code Sections 3500-3511, regarding a new Memorandum of Understanding for the period from July 1, 2021 through June 30, 2023 (SCEA MOU 2021-23), which the Tentative Agreement was ratified by the SCEA membership and then signed by the City and SCEA's authorized labor representatives as a joint recommendation to City Council, subject to City Council approval and adoption of the SCEA MOU 2021-23;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City hereby adopts Resolution No. 2021-\_\_: Approving the Memorandum of Understanding (MOU) with the Suisun City Employees' Association (SCEA) and Authorizing the City Manager to Execute it on Behalf of the City.



**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of  
Suisun City duly held on Tuesday, the 20th day of July, 2021, by the following vote:

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

**WITNESS** my hand and the seal of said City this 20th day of July, 2021.

\_\_\_\_\_  
Anita Skinner  
City Clerk



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE  
SUISUN CITY MANAGEMENT AND PROFESSIONAL EMPLOYEES'  
ASSOCIATION (SCMPEA) AND AUTHORIZING THE CITY MANAGER TO  
EXECUTIVE IT ON BEHALF OF THE CITY.**

**WHEREAS**, on February 5, 2019, the City Council approved the Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Management and Professional Employees' Association (SCMPEA), effective December 28, 2018 through December 31, 2020 (SCMPEA MOU 2018-20) with the adoption of Resolution No. 2019-04; and

**WHEREAS**, on January 14, 2020, the City Council approved the First Amendment to SCMPEA MOU 2018-20 with the adoption of Resolution No. 2020-05, amending the Flexible Benefit amounts, the Executive Leave Provisions and Vacation Accrual sections; and

**WHEREAS**, on May 5, 2020, the City Council approved the Second Amendment to the SCMPEA MOU 2018-20 with the adoption of Resolution No. 2020-56, adding Advance POST Certificate Pay, and increasing the amount of Executive Leave; and

**WHEREAS**, on November 17, 2020, the City Council approved the Third Amendment to the SCMPEA MOU 2018-20 with the adoption of Resolution No. 2020-141, providing Critical Staffing Retention and Retention Pay for Police and Dispatch positions, and Fire Duty Chief Standby Pay; and

**WHEREAS**, on December 22, 2020, the City Council approved the Forth Amendment to the SCMPEA MOU 2018-20 with the adoption of Resolution No. 2020-173, extending the term of the MOU through June 30, 2021, including the compensation benefit for Critical Staffing Retention and Recruiting Pay; and

**WHEREAS**, on April 20, 2021, the City Council approved the Fifth Amendment to the SCMPEA MOU 2018-20 with the adoption of Resolution No. 2021-31, increasing the City's Core Flex Plan contribution to be equivalent to the Kaiser Region 1 premium; and

**WHEREAS**, the SCMPEA MOU 2018-20 expired on June 30, 2021; and

**WHEREAS**, the City and SCMPEA's authorized labor representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), government Code Sections 3500-3511, regarding a new Memorandum of Understanding for the period from July 1, 2021 through June 30, 2023 (SCMPEA MOU 2021-23), which the Tentative Agreement was ratified by the SCMPEA membership and then signed by the City and SCMPEA's authorized labor representatives as a joint recommendation to City Council, subject to City Council approval and adoption of the SCMPEA MOU 2021-23;



**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 20th day of July, 2021, by the following vote:

**WITNESS** my hand and the seal of said City this 20th day of July, 2021.

Resolution No. 2021-\_\_\_\_  
Adopted July 20, 2021



## AGENDA TRANSMITTAL

**MEETING DATE:** July 20, 2021

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2021-\_\_\_: Approving the Schedule of Benefits for Unrepresented Employees, Authorizing the City Manager to Administer it on Behalf of the City.

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**FISCAL IMPACT:** There is no financial impact with the proposed amendment to the Schedule of Benefits for Unrepresented Employees.

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**STRATEGIC PLAN IMPACT:** Provide Good Governance and Ensure Fiscal Solvency.

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**BACKGROUND:** The Schedule of Salary and Benefits for Executive Management and Confidential Employees (the Plan) was established on March 5, 2019 by Resolution 2019-18. The Plan, which may be adjusted at any time by the City Council, has undergone several revisions including on July 30, 2020 by Resolution 2019-86, November 24, 2020 by Resolution 2020-144 and recently on June 29, 2021 by Resolution 2021-56. Overtime Council has approved significant changes to the Plan, incorporating the appropriate classifications of employees, their respective salary adjustments, benefits adjustments, providing new provisions where appropriate and clean-up items that were no longer relevant. The most recent amendment retitled the Plan to “Schedule of Benefits for Executive Management Employees”, and eliminated the Confidential Employee Compensation Program, which removed various Unrepresented and Confidential Employees from the Plan.

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**STAFF REPORT:** Employee salary and benefits must be authorized by Resolution of City Council. The salaries and benefits for Represented Employees is governed by each group’s Memorandum of Understanding (MOU) which is authorized by Resolution approved by City Council when Tentative Agreement is reached between the negotiating parties. The City has three types of Unrepresented Employees: Unrepresented Department Heads otherwise known as the Executive Management Employees, Unrepresented Non-Department Heads, and the City Manager. The Schedule of Benefits for Executive Management Employees (the Plan) authorizes the salary and benefits for “at-will” Department Head Level Employees, and the City Manager’s salary and benefits is authorized by employment contract.

When City Council authorized the Plan amendments on June 29, 2021 (Resolution 2021-56) Staff were still reviewing the appropriate placement of various Unrepresented and Confidential Employees that were previously covered by the Plan.

Review of the appropriate placement of these classifications is now complete. It has been determined and negotiated that classifications previously designated as confidential would be governed by their respective MOU, and that a classification’s employment status as “at-will” is a primary factor in determining if the classification should be represented by an established bargaining unit or if it would fall within the list of Unrepresented classifications governed by the Plan. Aside from the City’s Department Heads and the City Manager, the Human Resources

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**PREPARED BY:**

Christina Penland, Human Resources Administrator

**REVIEWED/APPROVED BY:**

Gregory Folsom, City Manager



Administrator is the only other City classification that serves in an “at-will” status, therefore Staff recommends amending the Plan to include the Human Resources Administrator classification but still distinguish it from Department Head Level employees by maintaining its existing Executive Management Level benefits.

The following proposed Plan changes incorporate the Human Resources Administrator classification into the Plan:

- Retitle the Plan to Schedule of Benefits for Unrepresented Employees.
- Update Article I, Section 01, to distinguish between Unrepresented Department Heads (Executive Management) and Unrepresented Non-Department Heads (currently the Human Resources Administrator).
- Add Section 03 to Article I, providing Unrepresented Non-Department Heads with salaries and benefits afforded to the Management Classes assigned to the Suisun City Management & Professional Employees’ Association (SCMPEA).
- Add Section 04 to Article I, authorizing newly established “at-will” positions to be included in the Schedule of Benefits for Unrepresented Employees, designated as either Department Head or Non-Department Head.
- Update Article VI, Section 01 Vacation Accrual – simplifying the language regarding how existing accruals are provided.
- Minor additional updates throughout to clarify that the provisions of the Plan apply only to the Unrepresented Department Head Level employees.

This agenda item includes the current Plan, the draft new Plan, and the redline Plan showing the changes between the current plan and the draft new Plan.

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

- a. Council Adoption of Resolution No. 2021-\_\_\_: Approving the Schedule of Benefits for Unrepresented Employees, Authorizing the City Manager to Administer it on Behalf of the City.

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**ATTACHMENTS:**

1. Council Resolution No. 2021-\_\_\_: Approving the Schedule of Benefits Unrepresented Employees, Authorizing the City Manager to Administer it on Behalf of the City.
2. Unrepresented Schedule of Benefits (current Plan)
3. Unrepresented Schedule of Benefits (redline changes)
4. Unrepresented Schedule of Benefits (draft new Plan)



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AMENDING SCHEDULE OF BENEFITS FOR EXECUTIVE MANAGEMENT  
EMPLOYEES, AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON  
BEHALF OF THE CITY.**

**WHEREAS**, on March 5, 2019 the City Council of the City of Suisun City adopted Resolution No. 2019-22, approving a Schedule of Salary and Benefits for Executive Management and Confidential Employees (the Plan); and

**WHEREAS**, on July 30, 2019, the City Council adopted Resolution No. 2019- 87, making a number of significant changes to the Plan; and

**WHEREAS**, on November 24, 2020, the City Council adopted Resolution No. 2020- 144, providing several new provisions and clean-up items no longer relevant; and

**WHEREAS**, on June 29, 2021, the City Council adopted Resolution No. 2021- 56, approving the Schedule of Benefits for Executive Management Employees (the Plan), changing the Plan title, eliminating the Confidential Employee Pay Program, providing several new provisions, and clean-up of items no longer relevant; and

**WHEREAS**, the Plan may be adjusted at any time by the City Council; and

**WHEREAS**, the City Council would like to amend sections of the Plan; and

**WHEREAS**, the City Manager has recommended changes to the Plan incorporating Unrepresented Non-Department Head Employees;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City hereby adopts Resolution No. 2021-\_\_\_\_: Approving the Schedule of Benefits for Unrepresented Employees (the Plan), Authorizing the City Manager to Administer it on Behalf of the City.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 20th day of July, 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 20<sup>th</sup> day of July, 2021.

\_\_\_\_\_  
Anita Skinner  
City Clerk



ATTACHMENT 1

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**CITY OF SUISUN CITY  
AMENDED AND RESTATED  
SCHEDULE OF BENEFITS FOR  
EXECUTIVE MANAGEMENT EMPLOYEES  
EFFECTIVE July 1, 2021  
Amended by Resolution No. 2021-**

**ARTICLE I**                      **INTRODUCTION**

**Section 01.**                      **AFFECTED EMPLOYEES.** This Schedule of Benefits for Executive Management Employees (the "EME Benefit Schedule") shall be in force and effect for the following classifications of executive management employees with the City of Suisun City ("City"), hereinafter referred to as the "Affected Employee(s)":

Development Services Director  
Finance Director  
Fire Chief  
Police Chief  
Public Works Director / City Engineer  
Recreation, Parks, & Marina Director

**ARTICLE II**                      **SALARY**

**Section 01.**                      **SALARY SCHEDULE SYSTEM.** The City maintains a separate City-wide Salary Resolution, for all City employees, including Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The compensation of all Affected Employees shall be determined on a merit basis and Affected Employees will be paid in accordance with the range of pay identified by position in the separate salary schedule resolution.

**Section 02.**                      **ADDITIONAL PAY.** Assuming funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City shall provide additional pay to all Affected Employees as follows:

- A. Miscellaneous. Effective the payroll period after City Council adoption of this Benefits Schedule, the City will provide a \$2.00 per hour non-pensionable additional pay on top of the base pay rate for all Affected Employees miscellaneous job classes.
- B. Police and Fire. Effective the payroll period after City Council adoption of this Benefits Schedule, the City will provide a \$6.00 per hour non-pensionable additional pay on top of the base pay rate for all Affected Employee safety job classes.



Regular salary and other pay will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 30, 2023.

The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired.

**Section 03.**            **FIRE DUTY CHIEF STANDBY PAY.** Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each shift, the Fire Chief may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. The Fire Chief when assigned to serve as Duty Chief shall receive additional non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: \$200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), \$200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and \$200 per weekend evening shift (8:30 p.m. to 8:29 a.m.); this additional pay will be limited to no more than fifteen (15) shifts per month. If operationally necessary, the City Manager may authorize additional shifts that must be requested and approved in writing. It is expected that such assignment would be made on monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. Employees must be scheduled for Fire Duty Chief Standby in such a manner as to ensure at least one-consecutive day off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. The Fire Chief shall have the sole ability to schedule one Fire Duty Chief per shift based on staffing, budget, and operational discretion as they see fit, but shall not assign themselves any greater participation than assigned to any single Fire Division Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

**Section 04.**            **ACTING CITY MANAGER PAY.** If assigned as Acting City Manager for a duration that exceeds seven (7) business days, the employee shall receive Acting Pay of ten percent (10%) of base pay. This compensation is non-pensionable compensation.

**Section 05.**            **LEVEL OF COMPENSATION.** The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as established in the City's salary resolution.

**Section 06.**            **WORK SCHEDULES.** The traditional work schedule is a 40.0-hour workweek consisting of five (5) consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at 12:00 am on Friday through 11:59 on the following Thursday. All other work schedules shall be considered Alternative Work Schedules.

Alternative Work schedule: Nine workdays totaling 80 hours during a fourteen-day period beginning at 12:00 am on Friday through 11:59 pm on the following Thursday (hereinafter "9/80"), or any other configuration approved by the City Manager.

**Section 07.**            **FLSA EXEMPT STATUS.** The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall



comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

**Section 08.**            **ADVANCEMENT WITHIN SCHEDULE.** An Affected Employee shall be considered for advancement within the steps of the City's Salary Schedule resolution at the discretion of the City Manager. The City Manager shall evaluate all Affected Employees on an annual basis as determined by the initial hire date. If it is determined that an Affected Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Affected Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

**Section 09.**            **EMPLOYMENT STATUS.** All Affected Employees are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination. This provision does not waive any public safety statutory rights afforded to the Police Chief and Fire Chief.

### **ARTICLE III**            **OTHER COMPENSATION**

**Section 01.**            **LIMITATIONS ON EDUCATION REIMBURSEMENT.** Upon approval of the City Manager, the City shall reimburse an Affected Employee's costs for further education such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for education reimbursement:

- A. Courses, degrees and certifications must relate to the Affected Employee's position or be directly related to the employee's potential professional development with the City.
- B. Pre-approval by the City Manager is required in advance of registering any the course of instruction.
- C. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.
- D. Affected Employees shall only receive education reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.



- E. In the event an Affected Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- F. Upon completion of each course, an Affected Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the Affected Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the full cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an Affected Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action up to and including termination of employment.

In no case shall the total amount of education reimbursement for individual courses provided to an Affected Employee in a given fiscal year exceed one thousand five hundred dollars (\$1,500). If an Affected Employee leaves City service within two (2) years of receiving education reimbursement, the Affected Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City, which may be withheld from the Employee's final pay check per agreement by the Employee.

**Section 02.**            **AUTOMOBILE ALLOWANCE.** Affected Employees shall receive three hundred dollars (\$300) per month in automobile allowance or a take home City vehicle, as determined by the City Manager. All uses of City vehicles shall be per the city vehicle use policy.

**Section 03.**            **ADVANCED EDUCATION COMPENSATION.** Executive Management Employees that have an advanced degree (master's degree, doctorate, etc.) that complements their job duties and descriptions or provides benefit to the City, and exceeds the job description or classification specification requirement, will be given a 3% increased base salary compensation adjustment. This incentive is limited to a maximum of 3% regardless of the number of degrees exceeding the job requirement. An advanced degree required for the position is not eligible for the incentive. This compensation must be approved by the City Manager.

**Section 04.**            **TECHNOLOGY/CELL PHONE EQUIPMENT.** Subject to the written approval of the City Manager, the City shall provide Executive Management Employees with a City purchased and maintained cell phone, tablet, lap-top, personal computer, printer, remote access from home computer and all other related technology needed to successfully undertake their position, provided such equipment is available for use and/or has been budgeted for.



**Section 05.**            **CONFIDENTIAL EMPLOYEE PROGRAM TERMINATION.** Currently, the Recreation, Parks, and Marina Director, hired prior to July 30, 2019, receives a 3% pay Confidential Pay Differential which is added to the employee's base pay. No other Executive Management classifications are eligible for this pay and the Confidential Pay Program will end with the departure of the current Recreation, Parks, and Marina Director.

**ARTICLE IV**            **RETIREMENT BENEFITS**

**Section 01.**    The California Public Employees' Pension Reform Act OF 2013 (PEPRA) took effect January 1, 2013. PEPRA outlines the definition of Classic and New Members and specifies requirements specific to these classes of members. Eligibility as a Classic or New Member is also governed by the Public Employees' Retirement Law (PERL), and eligibility determinations are made solely by California Public Employees' Retirement System (CalPERS).

**Section 02.**    Classic Miscellaneous Employee Retirement Benefits. Except as otherwise provided in this Article, the City provides the 2.0 percent at 55 CalPERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Classic Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Miscellaneous Affected Employees will receive an increase to their base hourly rate of 7.5 percent in exchange for Classic Miscellaneous employees paying the full employee contribution along with employees governed by PEPRA.

**Section 03.**    Classic Safety Fire Employee Retirement Benefits. Except as otherwise provided in this Article, the City provides the 2.0 percent at 55 CalPERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Classic Safety Fire Affected Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Fire Safety Affected Employees will receive an increase to their base hourly rate of 7.5 percent in exchange for the Classic Safety Fire employees paying the full employee contribution along with employees governed by PEPRA.

**Section 04.**    Classic Safety Police Employee Retirement Benefits. Except as otherwise provided in this Article, the City provides the CalPERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively, for Classic Safety Police Affected Employees. The Credit for Unused Sick Leave will be reduced by the number of hours converted to cash pursuant to Section 5 of Article IX. The following provisions apply to Affected Employees receiving Safety Police benefits:

- A.    The City shall continue to provide Level 4, Survivor Benefits through CalPERS.
- B.    The employee shall pay the Employee's contribution as established by CalPERS.
- C.    Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Affected Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.



- D. As soon as practicable and approved by CalPERS, all Safety Police Affected Employees will receive an increase to their base hourly rate of 5.5 percent in exchange for the Classic Safety Police Employees paying the full employee contribution along with employees governed by PEPRAs.

**Section 05.** PEPRAs New Miscellaneous Employee Retirement Benefits. The City provides the 2.0% at 62 CalPERS Plan for New Member Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRAs, no Employer Paid Member Contribution (EPMC) is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRAs, the provisions of PEPRAs shall take precedence.

**Section 06.** PEPRAs New Safety Fire Employee Retirement Benefits. The City provides the 2.0% at 57 CalPERS PEPRAs Plan for New Member Safety Fire Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRAs, no EPMC is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRAs, the provisions of PEPRAs shall take precedence.

**Section 07.** PEPRAs New Safety Police Employee Retirement Benefits. The City provides the 2.7% at 57 CalPERS Plan for PEPRAs New Member Safety Police Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRAs, no EPMC is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRAs, the provisions of PEPRAs shall take precedence.

**Section 08.** Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.

## **ARTICLE V**                      **VACATION LEAVE**

**Section 01.**                      **VACATION ACCRUAL.** Affected Employee's accumulation of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):

- A. For the first five (5) years of service, employees shall earn and be credited with Vacation Leave at the rate of fifteen (15) workdays (but no more than 120 hours) per year.
- B. For years of service from the start of year six (6) through ten (10), employees shall earn and be credited with Vacation Leave at the rate of twenty (20) workdays (but no more than 160 hours) per year.
- C. Commencing with the eleventh (11<sup>th</sup>) year, employees shall earn and be credited with one additional Vacation Leave Day (8 hours) per additional year of service until reaching a



maximum of 25 days (but no more than 200 hours) per year after fifteen (15) years of service.

**Section 02.**            **MAXIMUM ACCUMULATION.** Affected Employees with fifteen (15) or fewer years of service with the City may accumulate up to a maximum of two hundred eighty (280) hours of Vacation Leave. Employees with over fifteen (15) years of service with the City may accumulate up to a maximum of three hundred twenty (320) hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, they must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in ceasing the accrual of Vacation Leave upon reaching maximum accumulation and continuing until the balance is reduced by 40 hours.

**Section 03.**            **HOLIDAY DURING VACATION.** An Affected Employee is not charged Vacation Leave for a Holiday occurring during their Vacation Leave.

**Section 04.**            **UTILIZATION OF VACATION LEAVE.** Utilization of Vacation Leave shall be scheduled through the City Manager, who shall, in their sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of Vacation Leave, the City Manager may consider such factors as the preferences of the Affected Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

**Section 05.**            **CONVERSION OF UNUSED VACATION LEAVE TO CASH.** Affected Employees are allowed to cash-out of a maximum of forty (40) hours in January of each year as long as there remains a minimum of eight (8) hours in employee's vacation leave after cash-out. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each employee's current Vacation Leave balance. To be entitled to cash-out Vacation Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Vacation Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form and in no event later than December 31<sup>st</sup> of each year for cash-out in January of the following year. Moreover, no request for conversion shall be granted unless first approved by the City Manager.

**Section 06.**            **VACATION LEAVE PAYMENT AT SEPARATION.** Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued Vacation Leave earned to the effective date of the separation, up to the maximum prescribed in this Article. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination.

**ARTICLE VI**            **HOLIDAYS**



**Section 01.**            **HOLIDAY DATES.** All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

1. The following are recognized as Holidays:
  - The first day of January, New Year's Day.
  - The third Monday in January, Martin Luther King's Birthday.
  - The third Monday in February, President's Day.
  - The last Monday in May, Memorial Day.
  - The fourth day of July, Independence Day.
  - The first Monday in September, Labor Day.
  - The second Monday in October, Columbus Day.
  - The eleventh day of November, Veteran's Day.
  - The fourth Thursday in November, Thanksgiving Day.
  - The fourth Friday in November, the day after Thanksgiving Day.
  - The twenty-fifth day of December, Christmas Day.
  - One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.
  - Any date proclaimed by the Mayor of Suisun City as a Holiday.

Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to review and are not automatically provided to Affected Employees.

**Section 02.**            **HOLIDAY LEAVE BALANCE.** Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Affected Employees to take advantage of their Holiday Leave, a maximum of one hundred (100) hours is allowed to accrue in Holiday Leave balance. Employees may not cash-out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval. If an Employee is at the accrual limit, they must request to take Holiday Leave off. If a written request to do so is disapproved, then the accrual limit shall be increased by the City Manager. Failure to request time off would result in ceasing the accrual of Holiday Leave upon reaching maximum accumulation and continuing until the balance is reduced by 20 hours.

## **ARTICLE VII**            **OTHER LEAVES**

**Section 01.**            **FAMILY OR MEDICAL LEAVE.** Rules regarding Family or Medical Leave are set forth in Section 10.2 of the Personnel Rules.

**Section 02.**            **PREGNANCY DISABILITY LEAVE.** Rules regarding Pregnancy Disability Leave are set forth in Section 10.3 of the Personnel Rules.

**Section 03.**            **LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY.**



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

**Section 04.**            **BEREAVEMENT/COMPASSIONATE LEAVE.** Rules regarding Bereavement/Compassionate Leave are set forth in Section 10.5 of the Personnel Rules.

**Section 05.**            **CATASTROPHIC LEAVE-SHARING PROGRAM.** Rules regarding the Catastrophic Leave-Sharing Program are set forth in Administrative Directive – AD 10.

**Section 06.**            **JURY DUTY.** Rules regarding Jury Duty are set forth in Section 10.6 of the Personnel Rules.

**Section 07.**            **MILITARY LEAVE.** Rules regarding Military Leave are set forth in Section 10.7 of the Personnel Rules.

**Section 08.**            **EXECUTIVE LEAVE.** An Affected Employee shall be granted one hundred twenty (120) hours of Executive Leave with pay each fiscal year (July 1 to June 30). Sixty (60) hours of Executive Leave will be allocated on a semi-annual basis on the following dates: January 1<sup>st</sup> and July 1<sup>st</sup>. Affected Employees hired during the fiscal year period shall have Executive Leave credited as a pro-rated amount pursuant to AD 7, Section 8.5. Employees may accumulate up to a maximum of one hundred sixty (160) hours of Executive Leave, wherein upon reaching maximum accumulation such accrual shall cease until the balance falls below the establish maximum accumulation.

**Section 09.**            **EXECUTIVE LEAVE CASH-OUT.** Affected Employees are allowed to request cash-out of a maximum of forty (40) hours in January of each year. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Affected Employee's current Executive Leave balance. To be entitled to cash-out Executive Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Executive Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form, and in no event later than December 31st of each year for cash-out in January of the following year. Moreover, no request for cash-out shall be granted unless first approved by the City Manager.



City Manager may consider cash-out of additional unused leave accruals in extreme or emergency situations, but only following the same request procedure.

**ARTICLE VIII**    **SICK LEAVE**

**Section 01.**            **SICK LEAVE.** Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules.

**ARTICLE IX**            **MEDICAL & DENTAL INSURANCE**

**Section 01.**            **CORE FLEX PLAN.** The City will contribute the following Core Flex Plan amounts toward the monthly premium cost based on the 2021 Kaiser Permanente Region 1 Premium:

<u>Time Period</u>	<u>Employee</u>	<u>Employee + One</u>	<u>Employee + Family</u>
Effective 7/1/21	\$813.64	\$1,627.28	\$2,115.46

Or the equivalent of the Kaiser Permanente Region 1 Premium, whichever is greater.

Should the Kaiser Permanente Region 1 premium cost be less than the amounts listed above, the City shall pay no more than the full cost of the Kaiser Permanente rate for employees who select Kaiser Permanente.

**Section 02.**            **FLEXIBLE BENEFIT OPTIONS.** The City shall provide \$500.00 per month (employee only) and \$700.00 per month (employee plus one or more dependents) as a Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Affected Employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.

**Section 03.**            **RESTRICTIONS.** An Affected Employee may either enroll in the Core Flex Plan or be entitled to the Flexible Benefit Options as described in Section 2 of this Article, but may not participate in both, with the exception of the Voluntary Pre-Tax Payroll Deduction Flexible Spending Account.

**Section 04.**            **MEDICAL INSURANCE BENEFITS AFTER DEATH IN THE LINE OF DUTY.** Should the Police Chief or Fire Chief lose their life in the line of duty, the City shall continue to pay medical insurance payments as outlined above for the Affected Employee's immediate dependent family. Said payments will continue for a period of up to two (2) years, provided the City's medical insurance plan allows for such continued participation. The surviving dependent family member(s) may remain on the City's medical plan at the City's cost after the two (2) years has elapsed, provided that the medical plan allows for such continued participation.



**Section 05.**            **SICK LEAVE CONVERSION TO FUND MEDICAL PREMIUMS.** Upon normal retirement from the City, Affected Employees may convert twenty-five (25) percent of their Sick Leave balance to a cash equivalent and use it to fund medical premiums. This conversion will be deducted from the amount reported for CalPERS credit in Article IV.

**ARTICLE X**            **WORKERS' COMPENSATION COVERAGE**

**Section 01.**            The City shall provide Workers' Compensation Insurance coverage (hereinafter "Workers' Comp") for all Affected Employees through its self-insured program.

**ARTICLE XI**            **STATE DISABILITY INSURANCE COVERAGE**

**Section 01.**            **STATE DISABILITY INSURANCE.** The City shall participate in the State Disability Insurance Program (hereinafter "SDI").

**Section 02.**            **PAYMENT OF SDI PREMIUMS.** SDI premiums shall be paid in full by the City on behalf of all participating Affected Employees.

**ARTICLE XII**        **LIFE INSURANCE AND DEFERRED COMPENSATION**

**Section 01.**            **LIFE INSURANCE.** The City shall provide a \$200,000 term and accidental death and dismemberment insurance policy for each Affected Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.

**Section 02.**            **ICMA DEFERRED COMPENSATION PLAN.** The City shall provide the ICMA Deferred Compensation Plan as an optional benefit to Affected Employees. The City will match the Employee's contribution up to 3.5% per pay period. The City's match will be contributed to participating Affected Employees on a per pay-period basis.

**ARTICLE XIII**       **UNIFORMS AND UNIFORM ALLOWANCES**

**Section 01.**            **UNIFORM ALLOWANCES.** The City shall annually pay Affected Employees required to wear uniforms in the performance of their duties a Uniform Allowance as follows:

Police Chief:	\$1,300 annually
Fire Chief:	\$1,300 annually

Uniform allowance will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks.



#### **ARTICLE XIV SEVERANCE**

**Section 01.** The City shall provide a Non-Public Safety Affected Employee who is terminated for any reason, other than For Cause, an amount equivalent to three (3) months of pay at the employee's then-current rate of pay ("Severance"), in consideration for and contingent upon the employee's execution of a general release agreement approved in form by the City Attorney. The City shall give a Public Safety Affected Employee who is terminated for any reason, other than For Cause, an amount equivalent to four (4) months of pay at the employee's then-current rate of pay ("Severance"), in consideration for and contingent upon the employee's execution of a general release agreement approved in form by the City Attorney and which includes a waiver of any Public Safety statutory rights. "For Cause" includes, but is not limited to malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that is deemed to reflect poorly on the City, its employees, or its services.

#### **ARTICLE XIV ELECTIONS**

**Section 01.** In no event will the terms of this Schedule or its adoptive resolution be changed or terminated within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.



**CITY OF SUISUN CITY  
AMENDED AND RESTATED  
SCHEDULE OF BENEFITS FOR  
~~EXECUTIVE MANAGEMENT~~ UNREPRESENTED EMPLOYEES**

EFFECTIVE July 1, 2021  
Amended by Resolution No. 2021-      

**ARTICLE I                  INTRODUCTION**

**Section 01.**          **AFFECTED EMPLOYEES.** This Schedule of Benefits for ~~Executive Management~~ Unrepresented Employees (the "Unrepresented Employee EME-Benefit Schedule") shall be in force and effect for the following classifications of ~~executive management unrepresented~~ employees with the City of Suisun City ("City"), hereinafter referred to as the "Affected Employee(s)," and is also subject to any express employment contracts entered into and signed by the City and the Affected Employees with the employment contract taking precedence over this Unrepresented Employee Benefit Schedule:

<u>Department Heads</u>	<u>Non-Department Heads</u>
Development Services Director	<u>Human Resources Administrator</u>
Finance Director	
Fire Chief	
Police Chief	
Public Works Director / City Engineer	
Recreation, Parks, & Marina Director	

**Section 092.**          **EMPLOYMENT STATUS.** All Affected Employees are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination. This provision does not waive any public safety statutory rights afforded to the Police Chief and Fire Chief.

**Section 03.**          **NON-DEPARTMENT HEADS.** Non-Department Heads shall receive the benefits afforded to the Management Classes assigned to the Suisun City Management & Professional Employees' Association (SCMPEA) Memorandum of Understanding (MOU), as amended from time to time, even if expired. Non-Department Head salaries shall be governed by the separate City-wide Salary Resolution, covering all City employees. Accordingly, the rest of the Articles herein, shall not govern Non-Department Head classifications.



**Section 04. FUTURE ADDITIONAL CLASSIFICATIONS.** This Benefit Schedule shall include future additional classifications determined under applicable City Resolution to be “at-will” within the categories of Unrepresented Department Head or Unrepresented Non-Department Head.

## **ARTICLE II                      SALARY**

**Section 01. SALARY SCHEDULE SYSTEM.** The City maintains a separate City-wide Salary Resolution, for all City employees, including Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The compensation of all Affected Employees shall be determined on a merit basis and Affected Employees will be paid in accordance with the range of pay identified by position in the separate salary schedule resolution or by written contract signed by the City and the Affected Employee.

**Section 02. ADDITIONAL PAY.** Assuming funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City shall provide additional pay to all Affected Employees as follows:

- A. Miscellaneous. Effective the payroll period after City Council adoption of this Benefits Schedule, the City will provide a \$2.00 per hour non-pensionable additional pay on top of the base pay rate for all Affected Employees miscellaneous job classes.
- B. Police and Fire. Effective the payroll period after City Council adoption of this Benefits Schedule, the City will provide a \$6.00 per hour non-pensionable additional pay on top of the base pay rate for all Affected Employee safety job classes.

Regular salary and other pay will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 30, 2023.

The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired June 30, 2021.

**Section 053. LEVEL OF COMPENSATION.** The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as established in the City’s salary resolution.

**Section 084. ADVANCEMENT WITHIN SCHEDULE.** Department Heads shall be considered for advancement within the steps of the City’s Salary Schedule resolution ~~at~~ the discretion of the City Manager. The City Manager shall evaluate all Affected Employees on an annual basis as determined by the initial hire date. If it is determined that an Affected Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager.



Advancements within the salary range may be granted, based on merit, if an Affected Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

**Section 065.**      **WORK SCHEDULES.** The traditional work schedule is a 40.0-hour workweek consisting of five (5) consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at 12:00 am on Friday through 11:59 on the following Thursday. All other work schedules shall be considered Alternative Work Schedules.

**Section 06.**      **ALTERNATIVE WORK SCHEDULES.** Nine workdays totaling 80 hours during a fourteen-day period beginning at 12:00 am on Friday through 11:59 pm on the following Thursday (hereinafter "9/80"), or any other configuration approved by the City Manager.

**Section 07.**      **FLSA EXEMPT STATUS.** The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

### **ARTICLE III**                      **OTHER COMPENSATION**

**Section 01.**      **FIRE DUTY CHIEF STANDBY PAY.** Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each shift, the Fire Chief may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. The Fire Chief when assigned to serve as Duty Chief shall receive additional non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: \$200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), \$200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and \$200 per weekend evening shift (8:30 p.m. to 8:29 a.m.); this additional pay will be limited to no more than fifteen (15) shifts per month. If operationally necessary, the City Manager may authorize additional shifts that must be requested and approved in writing. It is expected that such assignment would be made on monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. Employees must be scheduled for Fire Duty Chief Standby in such a manner as to ensure at least one-consecutive day off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. The Fire Chief shall have the sole ability to schedule one Fire Duty Chief per shift based on staffing, budget, and operational discretion as they see fit, but shall not assign themselves any greater participation than assigned to any single Fire Division Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

**Section 02.**      **ACTING CITY MANAGER PAY.** If assigned as Acting City Manager for a duration that exceeds seven (7) business days, the employee shall receive Acting Pay of ten percent (10%) of base pay. This compensation is non-pensionable compensation.



**Section 03. ADVANCED EDUCATION COMPENSATION.** ~~Executive Management Employees-Department Heads~~ that have an advanced degree (master's degree, doctorate, etc.) that complements their job duties and descriptions or provides benefit to the City, and exceeds the job description or classification specification requirement, will be given a 3% increased base salary compensation adjustment. This incentive is limited to a maximum of 3% regardless of the number of degrees exceeding the job requirement. An advanced degree required for the position is not eligible for the incentive. This compensation must be approved by the City Manager.

**Section 04. AUTOMOBILE ALLOWANCE.** Department Heads shall receive three hundred dollars (\$300) per month in automobile allowance or a take home City vehicle, as determined by the City Manager. All uses of City vehicles shall be per the ~~C~~city vehicle use policy.

**Section 05. TECHNOLOGY/CELL PHONE EQUIPMENT.** Subject to the written approval of the City Manager, the City shall provide ~~Executive Management-Affected~~ Employees with a City purchased and maintained cell phone, tablet, lap-top, personal computer, printer, remote access from home computer and all other related technology needed to successfully undertake their position, provided such equipment is available for use and/or has been budgeted for.

**Section 06. CONFIDENTIAL EMPLOYEE PROGRAM TERMINATION.** Currently, the Recreation, Parks, and Marina Director, hired prior to July 30, 2019, receives a 3% pay Confidential Pay Differential which is added to the employee's base pay. No other Executive Management classifications are eligible for this pay and the Confidential Pay Program will end with the departure of the current Recreation, Parks, and Marina Director.

## **ARTICLE IV**                      **EDUCATION REIMBURSEMENT**

**Section 01. LIMITATIONS ON EDUCATION REIMBURSEMENT.** Upon approval of the City Manager, the City shall reimburse ~~a n Affected Employee's~~ Department Head costs for further education such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for education reimbursement:

- A. Courses, degrees and certifications must relate to the Affected Employee's position or be directly related to the employee's potential professional development with the City.
- B. Pre-approval by the City Manager is required in advance of registering any the course of instruction.
- C. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.



- D. Affected Employees shall only receive education reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.
- E. In the event an Affected Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- F. Upon completion of each course, an Affected Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

**Section 02.** Reimbursement for books and registration fees shall be paid upon proof of payment by the Affected Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the full cost of tuition. All payments shall be made as part of the regular City warrant.

**Section 03.** Failure on the part of an Affected Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action up to and including termination of employment.

**Section 04.** In no case shall the total amount of education reimbursement for individual courses provided to an Affected Employee in a given fiscal year exceed one thousand five hundred dollars (\$1,500). If an Affected Employee leaves City service within two (2) years of receiving education reimbursement, the Affected Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City, which may be withheld from the Employee's final pay check per agreement by the Employee.

## **ARTICLE IV**                      **RETIREMENT BENEFITS**

**Section 01.** The California Public Employees' Pension Reform Act OF 2013 (PEPRA) took effect January 1, 2013. PEPRA outlines the definition of Classic and New Members and specifies requirements specific to these classes of members. Eligibility as a Classic or New Member is also governed by the Public Employees' Retirement Law (PERL), and eligibility determinations are made solely by California Public Employees' Retirement System (CalPERS).

**Section 02.** Classic Miscellaneous Employee Retirement Benefits. Except as otherwise provided in this Article, the City provides the 2.0 percent at 55 CalPERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Classic Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Miscellaneous Affected Employees will receive an increase to their base hourly



rate of 7.5 percent in exchange for Classic Miscellaneous employees paying the full employee contribution along with employees governed by PEPRA.

**Section 03.** Classic Safety Fire Employee Retirement Benefits. Except as otherwise provided in this Article, the City provides the 2.0 percent at 55 CalPERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Classic Safety Fire Affected Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Fire Safety Affected Employees will receive an increase to their base hourly rate of 7.5 percent in exchange for the Classic Safety Fire employees paying the full employee contribution along with employees governed by PEPRA.

**Section 04.** Classic Safety Police Employee Retirement Benefits. Except as otherwise provided in this Article, the City provides the CalPERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively, for Classic Safety Police Affected Employees. The Credit for Unused Sick Leave will be reduced by the number of hours converted to cash pursuant to Section 5 of Article IX. The following provisions apply to Affected Employees receiving Safety Police benefits:

- A. The City shall continue to provide Level 4, Survivor Benefits through CalPERS.
- B. The employee shall pay the Employee's contribution as established by CalPERS.
- C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Affected Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.
- D. As soon as practicable and approved by CalPERS, all Safety Police Affected Employees will receive an increase to their base hourly rate of 5.5 percent in exchange for the Classic Safety Police Employees paying the full employee contribution along with employees governed by PEPRA.

**Section 05.** PEPRA New Miscellaneous Employee Retirement Benefits. The City provides the 2.0% at 62 CalPERS Plan for New Member Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no Employer Paid Member Contribution (EPMC) is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

**Section 06.** PEPRA New Safety Fire Employee Retirement Benefits. The City provides the 2.0% at 57 CalPERS PEPRA Plan for New Member Safety Fire Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available for New



Members. Should any provision in this Article be determined to be in conflict with PEPR, the provisions of PEPR shall take precedence.

**Section 07.** PEPR New Safety Police Employee Retirement Benefits. The City provides the 2.7% at 57 CalPERS Plan for PEPR New Member Safety Police Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPR, no EPMC is available for New Members. Should any provision in this Article be determined to be in conflict with PEPR, the provisions of PEPR shall take precedence.

**Section 08.** Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.

## **ARTICLE VI**                      **VACATION LEAVE**

**Section 01.**                      **VACATION ACCRUAL.** ~~Affected Employee's~~ Department Head accumulation of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):

- A. ~~A.~~ For the first five (5) years of service. Employees shall earn and be credited with Vacation Leave at the rate of ~~fifteen (15) workdays (but no more than 120.0 hours)~~ per year.
- B. Commencing with the Sixth (6<sup>th</sup>) Year. ~~For years of service from the start of year six (6) through ten (10),~~ Employees shall earn and be credited with Vacation Leave at the rate of ~~twenty (20) workdays (but no more than 160.0 hours)~~ per year.
- C. ~~C.~~ Commencing with the eleventh (11<sup>th</sup>) Year. Employees shall earn and be credited with ~~one additional Vacation Leave Day (an additional 8 hours)~~ per additional year of service until reaching a maximum of ~~25 days (but no more than 200.0 hours)~~ per year after fifteen (15) years of service.

**Section 02.**                      **MAXIMUM ACCUMULATION.** ~~Affected Employees~~ Department Heads with fifteen (15) or fewer years of service with the City may accumulate up to a maximum of two hundred eighty (280) hours of Vacation Leave. Employees with over fifteen (15) years of service with the City may accumulate up to a maximum of three hundred twenty (320) hours of Vacation Leave.

Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, they must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in ceasing the accrual of Vacation Leave upon reaching maximum accumulation and continuing until the balance is reduced by forty (40) hours.



**Section 03.**            **HOLIDAY DURING VACATION.** An Affected Employee is not charged Vacation Leave for a Holiday occurring during their Vacation Leave.

**Section 04.**            **UTILIZATION OF VACATION LEAVE.** Utilization of Vacation Leave shall be scheduled through the City Manager, who shall, in their sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of Vacation Leave, the City Manager may consider such factors as the preferences of the Affected Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

**Section 05.**            **CONVERSION OF UNUSED VACATION LEAVE TO CASH.** ~~Affected Employees~~Department Heads are allowed to cash-out of a maximum of forty (40) hours in January of each year as long as there remains a minimum of eight (8) hours in employee's vacation leave after cash-out. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each employee's current Vacation Leave balance. To be entitled to cash-out Vacation Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Vacation Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form and in no event later than December 31<sup>st</sup> of each year for cash-out in January of the following year. Moreover, no request for conversion shall be granted unless first approved by the City Manager.

**Section 06.**            **VACATION LEAVE PAYMENT AT SEPARATION.** ~~Affected Employees~~Department Heads who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued Vacation Leave earned to the effective date of the separation, up to the maximum prescribed in this Article. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination.

## **ARTICLE VII**            **HOLIDAYS**

**Section 01.**            **HOLIDAY DATES.** All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

1. The following are recognized as Holidays:
  - The first day of January, New Year's Day.
  - The third Monday in January, Martin Luther King's Birthday.
  - The third Monday in February, President's Day.
  - The last Monday in May, Memorial Day.
  - The fourth day of July, Independence Day.
  - The first Monday in September, Labor Day.
  - The second Monday in October, Columbus Day.
  - The eleventh day of November, Veteran's Day.



The fourth Thursday in November, Thanksgiving Day.  
The fourth Friday in November, the day after Thanksgiving Day.  
The twenty-fifth day of December, Christmas Day.  
One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.  
Any date proclaimed by the Mayor of Suisun City as a Holiday.

Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to review and are not automatically provided to Affected Employees.

**Section 02.**                    **HOLIDAY LEAVE BALANCE.** Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Affected Employees to take advantage of their Holiday Leave, a maximum of one hundred (100) hours is allowed to accrue in Holiday Leave balance. Employees may not cash-out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval. If an Employee is at the accrual limit, they must request to take Holiday Leave off. If a written request to do so is disapproved, then the accrual limit shall be increased by the City Manager. Failure to request time off would result in ceasing the accrual of Holiday Leave upon reaching maximum accumulation and continuing until the balance is reduced by 20 hours.

## **ARTICLE VIII**                    **OTHER LEAVES**

**Section 01.**                    **FAMILY OR MEDICAL LEAVE.** Rules regarding Family or Medical Leave are set forth in Section 10.2 of the Personnel Rules.

**Section 02.**                    **PREGNANCY DISABILITY LEAVE.** Rules regarding Pregnancy Disability Leave are set forth in Section 10.3 of the Personnel Rules.

### **Section 03.**                    **LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY.**

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



**Section 04.**            **BEREAVEMENT/COMPASSIONATE LEAVE.** Rules regarding Bereavement/Compassionate Leave are set forth in Section 10.5 of the Personnel Rules.

**Section 05.**            **CATASTROPHIC LEAVE-SHARING PROGRAM.** Rules regarding the Catastrophic Leave-Sharing Program are set forth in Administrative Directive – AD 10.

**Section 06.**            **JURY DUTY.** Rules regarding Jury Duty are set forth in Section 10.6 of the Personnel Rules.

**Section 07.**            **MILITARY LEAVE.** Rules regarding Military Leave are set forth in Section 10.7 of the Personnel Rules.

**Section 08.**            **EXECUTIVE LEAVE.** ~~An Affected Employee~~ Department Heads shall be granted one hundred twenty (120) hours of Executive Leave with pay each fiscal year (July 1 to June 30). Sixty (60) hours of Executive Leave will be allocated on a semi-annual basis on the following dates: January 1<sup>st</sup> and July 1<sup>st</sup>. Affected Employees hired during the fiscal year period shall have Executive Leave credited as a pro-rated amount pursuant to AD 7, Section 8.5. ~~Employees~~ Department Heads may accumulate up to a maximum of one hundred sixty (160) hours of Executive Leave, wherein upon reaching maximum accumulation such accrual shall cease until the balance falls below the establish maximum accumulation.

**Section 09.**            **EXECUTIVE LEAVE CASH-OUT.** ~~Affected Employees~~ Department Heads are allowed to request cash-out of a maximum of forty (40) hours in January of each year. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Affected Employee's current Executive Leave balance. To be entitled to cash-out Executive Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Executive Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form, and in no event later than December 31st of each year for cash-out in January of the following year. Moreover, no request for cash-out shall be granted unless first approved by the City Manager. City Manager may consider cash-out of additional unused leave accruals in extreme or emergency situations, but only following the same request procedure.

**ARTICLE IX**            **SICK LEAVE**

**Section 01.**            **SICK LEAVE.** Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules.

**ARTICLE X**            **MEDICAL & DENTAL INSURANCE**

**Section 01.**            **CORE FLEX PLAN.** The City will contribute the following Core Flex Plan amounts toward the monthly premium cost based on the 2021 Kaiser Permanente Region 1 Premium:



<u>Time Period</u>	<u>Employee</u>	<u>Employee + One</u>	<u>Employee + Family</u>
Effective 7/1/21	\$813.64	\$1,627.28	\$2,115.46

Or the equivalent of the Kaiser Permanente Region 1 Premium, whichever is greater.

Should the Kaiser Permanente Region 1 premium cost be less than the amounts listed above, the City shall pay no more than the full cost of the Kaiser Permanente rate for employees who select Kaiser Permanente.

**Section 02.**      **FLEXIBLE BENEFIT OPTIONS.** The City shall provide \$500.00 per month (employee only) and \$700.00 per month (employee plus one or more dependents) as a Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Affected Employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.

**Section 03.**      **RESTRICTIONS.** An Affected Employee may either enroll in the Core Flex Plan or be entitled to the Flexible Benefit Options as described in Section 2 of this Article, but may not participate in both, with the exception of the Voluntary Pre-Tax Payroll Deduction Flexible Spending Account.

**Section 04.**      **MEDICAL INSURANCE BENEFITS AFTER DEATH IN THE LINE OF DUTY.** Should the Police Chief or Fire Chief lose their life in the line of duty, the City shall continue to pay medical insurance payments as outlined above for the Affected Employee's immediate dependent family. Said payments will continue for a period of up to two (2) years, provided the City's medical insurance plan allows for such continued participation. The surviving dependent family member(s) may remain on the City's medical plan at the City's cost after the two (2) years has elapsed, provided that the medical plan allows for such continued participation.

**Section 05.**      **SICK LEAVE CONVERSION TO FUND MEDICAL PREMIUMS.** Upon normal retirement from the City, Affected Employees may convert twenty-five (25) percent of their Sick Leave balance to a cash equivalent and use it to fund medical premiums. This conversion will be deducted from the amount reported for CalPERS credit in Article IV.

## **ARTICLE XI**      **WORKERS' COMPENSATION COVERAGE**

**Section 01.**      The City shall provide Workers' Compensation Insurance coverage (hereinafter "Workers' Comp") for all Affected Employees through its self-insured program.

## **ARTICLE XII**      **STATE DISABILITY INSURANCE COVERAGE**

**Section 01.**      **STATE DISABILITY INSURANCE.** The City shall participate in the State Disability Insurance Program (hereinafter "SDI").



**Section 02.**                **PAYMENT OF SDI PREMIUMS.** SDI premiums shall be paid in full by the City on behalf of all participating Affected Employees.

**ARTICLE XIII**                **LIFE INSURANCE AND DEFERRED COMPENSATION**

**Section 01.**                **LIFE INSURANCE.** The City shall provide a \$200,000 term and accidental death and dismemberment insurance policy for each Affected Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.

**Section 02.**                **ICMA DEFERRED COMPENSATION PLAN.** The City shall provide the ICMA Deferred Compensation Plan as an optional benefit to Affected Employees. The City will match the Employee's Department Head contribution up to 3.5% per pay period. The City's match will be contributed to participating Affected Employees on a per pay-period basis.

**ARTICLE XIV**                **UNIFORMS AND UNIFORM ALLOWANCES**

**Section 01.**                **UNIFORM ALLOWANCES.** The City shall annually pay Affected Employees required to wear uniforms in the performance of their duties a Uniform Allowance as follows:

Police Chief:	\$1,300 annually
Fire Chief:	\$1,300 annually

**Section 02.**                Uniform allowance will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks.

**ARTICLE XV**                **SEVERANCE**

**Section 01.**                The City shall provide a Non-Public Safety Affected Employee who is terminated for any reason, other than For Cause, an amount equivalent to three (3) months of pay at the employee's then-current rate of pay ("Severance"), in consideration for and contingent upon the employee's execution of a general release agreement approved in form by the City Attorney. The City shall give a Public Safety Affected Employee who is terminated for any reason, other than For Cause, an amount equivalent to four (4) months of pay at the employee's then-current rate of pay ("Severance"), in consideration for and contingent upon the employee's execution of a general release agreement approved in form by the City Attorney and which includes a waiver of any Public Safety statutory rights. "For Cause" includes, but is not limited to malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that is deemed to reflect poorly on the City, its employees, or its services.

**ARTICLE XVI**                **ELECTIONS**

**Section 01.**                In no event will the terms of this Schedule or its adoptive resolution be changed or terminated within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.



**CITY OF SUISUN CITY  
AMENDED AND RESTATED  
SCHEDULE OF BENEFITS FOR  
UNREPRESENTED EMPLOYEES  
EFFECTIVE July 1, 2021  
Amended by Resolution No. 2021-**

**ARTICLE I**                      **INTRODUCTION**

**Section 01.**                      **AFFECTED EMPLOYEES.** This Schedule of Benefits for Unrepresented Employees (the "Unrepresented Employee Benefit Schedule") shall be in force and effect for the following classifications of unrepresented employees with the City of Suisun City ("City"), hereinafter referred to as the "Affected Employee(s)," and is also subject to any express employment contracts entered into and signed by the City and the Affected Employees with the employment contract taking precedence over this Unrepresented Employee Benefit Schedule:

**Department Heads**

Development Services Director  
Finance Director  
Fire Chief  
Police Chief  
Public Works Director / City Engineer  
Recreation, Parks, & Marina Director

**Non-Department Heads**

Human Resources Administrator

**Section 02.**                      **EMPLOYMENT STATUS.** All Affected Employees are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination. This provision does not waive any public safety statutory rights afforded to the Police Chief and Fire Chief.

**Section 03.**                      **NON-DEPARTMENT HEADS.** Non-Department Heads shall receive the benefits afforded to the Management Classes assigned to the Suisun City Management & Professional Employees' Association (SCMPEA) Memorandum of Understanding (MOU), as amended from time to time, even if expired. Non-Department Head salaries shall be governed by the separate City-wide Salary Resolution, covering all City employees. Accordingly, the rest of the Articles herein, shall not govern Non-Department Head classifications.



**Section 04.**            **FUTURE ADDITIONAL CLASSIFICATIONS.** This Benefit Schedule shall include future additional classifications determined under applicable City Resolution to be “at-will” within the categories of Unrepresented Department Head or Unrepresented Non-Department Head.

**ARTICLE II**            **SALARY**

**Section 01.**            **SALARY SCHEDULE SYSTEM.** The City maintains a separate City-wide Salary Resolution, for all City employees, including Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The compensation of all Affected Employees shall be determined on a merit basis and Affected Employees will be paid in accordance with the range of pay identified by position in the separate salary schedule resolution or by written contract signed by the City and the Affected Employee.

**Section 02.**            **ADDITIONAL PAY.** Assuming funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City shall provide additional pay to all Affected Employees as follows:

- A. Miscellaneous. Effective the payroll period after City Council adoption of this Benefits Schedule, the City will provide a \$2.00 per hour non-pensionable additional pay on top of the base pay rate for all Affected Employees miscellaneous job classes.
- B. Police and Fire. Effective the payroll period after City Council adoption of this Benefits Schedule, the City will provide a \$6.00 per hour non-pensionable additional pay on top of the base pay rate for all Affected Employee safety job classes.

Regular salary and other pay will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 30, 2023.

The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired June 30, 2021.

**Section 03.**            **LEVEL OF COMPENSATION.** The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as established in the City’s salary resolution.

**Section 04.**            **ADVANCEMENT WITHIN SCHEDULE.** Department Heads shall be considered for advancement within the steps of the City’s Salary Schedule resolution at the discretion of the City Manager. The City Manager shall evaluate all Affected Employees on an annual basis as determined by the initial hire date. If it is determined that an Affected Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager.



Advancements within the salary range may be granted, based on merit, if an Affected Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

**Section 05.**            **WORK SCHEDULES.** The traditional work schedule is a 40.0-hour workweek consisting of five (5) consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at 12:00 am on Friday through 11:59 on the following Thursday. All other work schedules shall be considered Alternative Work Schedules.

**Section 06.**            **ALTERNATIVE WORK SCHEDULES.** Nine workdays totaling 80 hours during a fourteen-day period beginning at 12:00 am on Friday through 11:59 pm on the following Thursday (hereinafter "9/80"), or any other configuration approved by the City Manager.

**Section 07.**            **FLSA EXEMPT STATUS.** The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

### **ARTICLE III**            **OTHER COMPENSATION**

**Section 01.**            **FIRE DUTY CHIEF STANDBY PAY.** Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each shift, the Fire Chief may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. The Fire Chief when assigned to serve as Duty Chief shall receive additional non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: \$200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), \$200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and \$200 per weekend evening shift (8:30 p.m. to 8:29 a.m.); this additional pay will be limited to no more than fifteen (15) shifts per month. If operationally necessary, the City Manager may authorize additional shifts that must be requested and approved in writing. It is expected that such assignment would be made on monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. Employees must be scheduled for Fire Duty Chief Standby in such a manner as to ensure at least one-consecutive day off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. The Fire Chief shall have the sole ability to schedule one Fire Duty Chief per shift based on staffing, budget, and operational discretion as they see fit, but shall not assign themselves any greater participation than assigned to any single Fire Division Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

**Section 02.**            **ACTING CITY MANAGER PAY.** If assigned as Acting City Manager for a duration that exceeds seven (7) business days, the employee shall receive Acting Pay of ten percent (10%) of base pay. This compensation is non-pensionable compensation.



**Section 03.**            **ADVANCED EDUCATION COMPENSATION.** Department Heads that have an advanced degree (master's degree, doctorate, etc.) that complements their job duties and descriptions or provides benefit to the City, and exceeds the job description or classification specification requirement, will be given a 3% increased base salary compensation adjustment. This incentive is limited to a maximum of 3% regardless of the number of degrees exceeding the job requirement. An advanced degree required for the position is not eligible for the incentive. This compensation must be approved by the City Manager.

**Section 04.**            **AUTOMOBILE ALLOWANCE.** Department Heads shall receive three hundred dollars (\$300) per month in automobile allowance or a take home City vehicle, as determined by the City Manager. All uses of City vehicles shall be per the City vehicle use policy.

**Section 05.**            **TECHNOLOGY/CELL PHONE EQUIPMENT.** Subject to the written approval of the City Manager, the City shall provide Affected Employees with a City purchased and maintained cell phone, tablet, lap-top, personal computer, printer, remote access from home computer and all other related technology needed to successfully undertake their position, provided such equipment is available for use and/or has been budgeted for.

**Section 06.**            **CONFIDENTIAL EMPLOYEE PROGRAM TERMINATION.** Currently, the Recreation, Parks, and Marina Director, hired prior to July 30, 2019, receives a 3% pay Confidential Pay Differential which is added to the employee's base pay. No other Executive Management classifications are eligible for this pay and the Confidential Pay Program will end with the departure of the current Recreation, Parks, and Marina Director.

#### **ARTICLE IV**            **EDUCATION REIMBURSEMENT**

**Section 01.**            **LIMITATIONS ON EDUCATION REIMBURSEMENT.** Upon approval of the City Manager, the City shall reimburse Department Head costs for further education such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for education reimbursement:

- A. Courses, degrees and certifications must relate to the Affected Employee's position or be directly related to the employee's potential professional development with the City.
- B. Pre-approval by the City Manager is required in advance of registering any the course of instruction.
- C. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.
- D. Affected Employees shall only receive education reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.



- E. In the event an Affected Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- F. Upon completion of each course, an Affected Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

**Section 02.** Reimbursement for books and registration fees shall be paid upon proof of payment by the Affected Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the full cost of tuition. All payments shall be made as part of the regular City warrant.

**Section 03.** Failure on the part of an Affected Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action up to and including termination of employment.

**Section 04.** In no case shall the total amount of education reimbursement for individual courses provided to an Affected Employee in a given fiscal year exceed one thousand five hundred dollars (\$1,500). If an Affected Employee leaves City service within two (2) years of receiving education reimbursement, the Affected Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City, which may be withheld from the Employee's final pay check per agreement by the Employee.

## **ARTICLE V**                      **RETIREMENT BENEFITS**

**Section 01.** The California Public Employees' Pension Reform Act OF 2013 (PEPRA) took effect January 1, 2013. PEPRA outlines the definition of Classic and New Members and specifies requirements specific to these classes of members. Eligibility as a Classic or New Member is also governed by the Public Employees' Retirement Law (PERL), and eligibility determinations are made solely by California Public Employees' Retirement System (CalPERS).

**Section 02.** Classic Miscellaneous Employee Retirement Benefits. Except as otherwise provided in this Article, the City provides the 2.0 percent at 55 CalPERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Classic Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Miscellaneous Affected Employees will receive an increase to their base hourly rate of 7.5 percent in exchange for Classic Miscellaneous employees paying the full employee contribution along with employees governed by PEPRA.



**Section 03.** Classic Safety Fire Employee Retirement Benefits. Except as otherwise provided in this Article, the City provides the 2.0 percent at 55 CalPERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Classic Safety Fire Affected Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Fire Safety Affected Employees will receive an increase to their base hourly rate of 7.5 percent in exchange for the Classic Safety Fire employees paying the full employee contribution along with employees governed by PEPRAs.

**Section 04.** Classic Safety Police Employee Retirement Benefits. Except as otherwise provided in this Article, the City provides the CalPERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively, for Classic Safety Police Affected Employees. The Credit for Unused Sick Leave will be reduced by the number of hours converted to cash pursuant to Section 5 of Article IX. The following provisions apply to Affected Employees receiving Safety Police benefits:

- A. The City shall continue to provide Level 4, Survivor Benefits through CalPERS.
- B. The employee shall pay the Employee's contribution as established by CalPERS.
- C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Affected Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.
- D. As soon as practicable and approved by CalPERS, all Safety Police Affected Employees will receive an increase to their base hourly rate of 5.5 percent in exchange for the Classic Safety Police Employees paying the full employee contribution along with employees governed by PEPRAs.

**Section 05.** PEPRAs New Miscellaneous Employee Retirement Benefits. The City provides the 2.0% at 62 CalPERS Plan for New Member Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRAs, no Employer Paid Member Contribution (EPMC) is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRAs, the provisions of PEPRAs shall take precedence.

**Section 06.** PEPRAs New Safety Fire Employee Retirement Benefits. The City provides the 2.0% at 57 CalPERS PEPRAs Plan for New Member Safety Fire Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRAs, no EPMC is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRAs, the provisions of PEPRAs shall take precedence.



**Section 07.** PEPRA New Safety Police Employee Retirement Benefits. The City provides the 2.7% at 57 CalPERS Plan for PEPRA New Member Safety Police Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

**Section 08.** Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.

## **ARTICLE VI**                    **VACATION LEAVE**

**Section 01.**                    **VACATION ACCRUAL.** Department Head accumulation of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):

- A.     For the first five (5) years of service. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year.
- B.     Commencing with the Sixth (6<sup>th</sup>) Year. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year.
- C.     Commencing with the Eleventh (11<sup>th</sup>) Year. Employees shall earn and be credited with an additional 8 hours per additional year of service until reaching a maximum of 200.0 hours per year after fifteen (15) years of service.

**Section 02.**                    **MAXIMUM ACCUMULATION.** Department Heads with fifteen (15) or fewer years of service with the City may accumulate up to a maximum of two hundred eighty (280) hours of Vacation Leave. Employees with over fifteen (15) years of service with the City may accumulate up to a maximum of three hundred twenty (320) hours of Vacation Leave.

Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, they must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in ceasing the accrual of Vacation Leave upon reaching maximum accumulation and continuing until the balance is reduced by forty (40) hours.

**Section 03.**                    **HOLIDAY DURING VACATION.** An Affected Employee is not charged Vacation Leave for a Holiday occurring during their Vacation Leave.

**Section 04.**                    **UTILIZATION OF VACATION LEAVE.** Utilization of Vacation Leave shall be scheduled through the City Manager, who shall, in their sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of Vacation Leave, the City Manager may consider such factors as the preferences of the Affected



Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

**Section 05.**                    **CONVERSION OF UNUSED VACATION LEAVE TO CASH.** Department Heads are allowed to cash-out of a maximum of forty (40) hours in January of each year as long as there remains a minimum of eight (8) hours in employee's vacation leave after cash-out. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each employee's current Vacation Leave balance. To be entitled to cash-out Vacation Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Vacation Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form and in no event later than December 31<sup>st</sup> of each year for cash-out in January of the following year. Moreover, no request for conversion shall be granted unless first approved by the City Manager.

**Section 06.**                    **VACATION LEAVE PAYMENT AT SEPARATION.** Department Heads who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued Vacation Leave earned to the effective date of the separation, up to the maximum prescribed in this Article. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination.

## **ARTICLE VII**                    **HOLIDAYS**

**Section 01.**                    **HOLIDAY DATES.** All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

1. The following are recognized as Holidays:
  - The first day of January, New Year's Day.
  - The third Monday in January, Martin Luther King's Birthday.
  - The third Monday in February, President's Day.
  - The last Monday in May, Memorial Day.
  - The fourth day of July, Independence Day.
  - The first Monday in September, Labor Day.
  - The second Monday in October, Columbus Day.
  - The eleventh day of November, Veteran's Day.
  - The fourth Thursday in November, Thanksgiving Day.
  - The fourth Friday in November, the day after Thanksgiving Day.
  - The twenty-fifth day of December, Christmas Day.
  - One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.
  - Any date proclaimed by the Mayor of Suisun City as a Holiday.



Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to review and are not automatically provided to Affected Employees.

**Section 02.**                    **HOLIDAY LEAVE BALANCE.** Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Affected Employees to take advantage of their Holiday Leave, a maximum of one hundred (100) hours is allowed to accrue in Holiday Leave balance. Employees may not cash-out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval. If an Employee is at the accrual limit, they must request to take Holiday Leave off. If a written request to do so is disapproved, then the accrual limit shall be increased by the City Manager. Failure to request time off would result in ceasing the accrual of Holiday Leave upon reaching maximum accumulation and continuing until the balance is reduced by 20 hours.

**ARTICLE VIII**                    **OTHER LEAVES**

**Section 01.**                    **FAMILY OR MEDICAL LEAVE.** Rules regarding Family or Medical Leave are set forth in Section 10.2 of the Personnel Rules.

**Section 02.**                    **PREGNANCY DISABILITY LEAVE.** Rules regarding Pregnancy Disability Leave are set forth in Section 10.3 of the Personnel Rules.

**Section 03.**                    **LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY.**

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

**Section 04.**                    **BEREAVEMENT/COMPASSIONATE LEAVE.** Rules regarding Bereavement/Compassionate Leave are set forth in Section 10.5 of the Personnel Rules.

**Section 05.**                    **CATASTROPHIC LEAVE-SHARING PROGRAM.** Rules regarding the Catastrophic Leave-Sharing Program are set forth in Administrative Directive – AD 10.



**Section 06.**                    **JURY DUTY.** Rules regarding Jury Duty are set forth in Section 10.6 of the Personnel Rules.

**Section 07.**                    **MILITARY LEAVE.** Rules regarding Military Leave are set forth in Section 10.7 of the Personnel Rules.

**Section 08.**                    **EXECUTIVE LEAVE.** Department Heads shall be granted one hundred twenty (120) hours of Executive Leave with pay each fiscal year (July 1 to June 30). Sixty (60) hours of Executive Leave will be allocated on a semi-annual basis on the following dates: January 1<sup>st</sup> and July 1<sup>st</sup>. Affected Employees hired during the fiscal year period shall have Executive Leave credited as a pro-rated amount pursuant to AD 7, Section 8.5. Department Heads may accumulate up to a maximum of one hundred sixty (160) hours of Executive Leave, wherein upon reaching maximum accumulation such accrual shall cease until the balance falls below the establish maximum accumulation.

**Section 09.**                    **EXECUTIVE LEAVE CASH-OUT.** Department Heads are allowed to request cash-out of a maximum of forty (40) hours in January of each year. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Affected Employee's current Executive Leave balance. To be entitled to cash-out Executive Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Executive Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form, and in no event later than December 31st of each year for cash-out in January of the following year. Moreover, no request for cash-out shall be granted unless first approved by the City Manager. City Manager may consider cash-out of additional unused leave accruals in extreme or emergency situations, but only following the same request procedure.

**ARTICLE IX**                    **SICK LEAVE**

**Section 01.**                    **SICK LEAVE.** Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules.

**ARTICLE X**                    **MEDICAL & DENTAL INSURANCE**

**Section 01.**                    **CORE FLEX PLAN.** The City will contribute the following Core Flex Plan amounts toward the monthly premium cost based on the 2021 Kaiser Permanente Region 1 Premium:

<u>Time Period</u>	<u>Employee</u>	<u>Employee + One</u>	<u>Employee + Family</u>
Effective 7/1/21	\$813.64	\$1,627.28	\$2,115.46

Or the equivalent of the Kaiser Permanente Region 1 Premium, whichever is greater.



Should the Kaiser Permanente Region 1 premium cost be less than the amounts listed above, the City shall pay no more than the full cost of the Kaiser Permanente rate for employees who select Kaiser Permanente.

**Section 02.**            **FLEXIBLE BENEFIT OPTIONS.** The City shall provide \$500.00 per month (employee only) and \$700.00 per month (employee plus one or more dependents) as a Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Affected Employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.

**Section 03.**            **RESTRICTIONS.** An Affected Employee may either enroll in the Core Flex Plan or be entitled to the Flexible Benefit Options as described in Section 2 of this Article, but may not participate in both, with the exception of the Voluntary Pre-Tax Payroll Deduction Flexible Spending Account.

**Section 04.**            **MEDICAL INSURANCE BENEFITS AFTER DEATH IN THE LINE OF DUTY.** Should the Police Chief or Fire Chief lose their life in the line of duty, the City shall continue to pay medical insurance payments as outlined above for the Affected Employee's immediate dependent family. Said payments will continue for a period of up to two (2) years, provided the City's medical insurance plan allows for such continued participation. The surviving dependent family member(s) may remain on the City's medical plan at the City's cost after the two (2) years has elapsed, provided that the medical plan allows for such continued participation.

**Section 05.**            **SICK LEAVE CONVERSION TO FUND MEDICAL PREMIUMS.** Upon normal retirement from the City, Affected Employees may convert twenty-five (25) percent of their Sick Leave balance to a cash equivalent and use it to fund medical premiums. This conversion will be deducted from the amount reported for CalPERS credit in Article IV.

**ARTICLE XI**            **WORKERS' COMPENSATION COVERAGE**

**Section 01.**            The City shall provide Workers' Compensation Insurance coverage (hereinafter "Workers' Comp") for all Affected Employees through its self-insured program.

**ARTICLE XII**            **STATE DISABILITY INSURANCE COVERAGE**

**Section 01.**            **STATE DISABILITY INSURANCE.** The City shall participate in the State Disability Insurance Program (hereinafter "SDI").

**Section 02.**            **PAYMENT OF SDI PREMIUMS.** SDI premiums shall be paid in full by the City on behalf of all participating Affected Employees.

**ARTICLE XIII**            **LIFE INSURANCE AND DEFERRED COMPENSATION**



**Section 01.**            **LIFE INSURANCE.** The City shall provide a \$200,000 term and accidental death and dismemberment insurance policy for each Affected Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.

**Section 02.**            **ICMA DEFERRED COMPENSATION PLAN.** The City shall provide the ICMA Deferred Compensation Plan as an optional benefit to Affected Employees. The City will match the Department Head contribution up to 3.5% per pay period. The City's match will be contributed to participating Affected Employees on a per pay-period basis.

**ARTICLE XIV**            **UNIFORMS AND UNIFORM ALLOWANCES**

**Section 01.**            **UNIFORM ALLOWANCES.** The City shall annually pay Affected Employees required to wear uniforms in the performance of their duties a Uniform Allowance as follows:

Police Chief:	\$1,300 annually
Fire Chief:	\$1,300 annually

**Section 02.**        Uniform allowance will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks.

**ARTICLE XV**            **SEVERANCE**

**Section 01.**            The City shall provide a Non-Public Safety Affected Employee who is terminated for any reason, other than For Cause, an amount equivalent to three (3) months of pay at the employee's then-current rate of pay ("Severance"), in consideration for and contingent upon the employee's execution of a general release agreement approved in form by the City Attorney. The City shall give a Public Safety Affected Employee who is terminated for any reason, other than For Cause, an amount equivalent to four (4) months of pay at the employee's then-current rate of pay ("Severance"), in consideration for and contingent upon the employee's execution of a general release agreement approved in form by the City Attorney and which includes a waiver of any Public Safety statutory rights. "For Cause" includes, but is not limited to malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that is deemed to reflect poorly on the City, its employees, or its services.

**ARTICLE XVI**            **ELECTIONS**

**Section 01.**            In no event will the terms of this Schedule or its adoptive resolution be changed or terminated within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.



## AGENDA TRANSMITTAL

**MEETING DATE:** July 20, 2021

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**CITY AGENDA ITEM:** Council Adoption of Resolutions Establishing the Job Classifications of Police Evidence and Property Technician I/II and Amending the City of Suisun City Salary Schedule:

- a. Council Adoption of Resolution No. 2021-\_\_: Establish the Police Evidence and Property Technician I/II Job Classifications; and
- b. Council Adoption of Resolution No. 2021-\_\_: Amending the City of Suisun City Salary Schedule to Incorporate Negotiated Items from the Labor Agreements and Establish a Salary for Police Evidence and Property Technician I/II.

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**FISCAL IMPACT:** Currently, a temporary part-time Community Service Officer (CSO) I is performing the functions of police property and evidence control. In establishing the Police Evidence and Property Technician I/II classification series, it is recommended to set the salary consistent with the existing salary of the CSO I/II. By this action, the current temporary part-time incumbent will be reclassified to Police Evidence and Property Technician I, which will not have any added financial impact to the current budget.

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**STRATEGIC PLAN IMPACT:** Provide Good Governance and Ensure Fiscal Solvency.

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**BACKGROUND:** The Police Department currently has a temporary part time Community Service Officer I performing the functions of police property and evidence control. Managing police evidence and property is a very specialized function within the Law Enforcement field, and in order to ensure protection of the integrity of evidence throughout the judicial process, and ensure compliance with all State and local laws, the Police Department requested a classification review to determine if performing the functions of police evidence and property control were correctly assigned to the CSO classification series. The result of the classification review indicated that the specialized administrative and technical duties associated with the acceptance, storage, control and disposal of police evidence and property are outside of the scope of the CSO classification series, therefore, it is recommended that the new classification series of Police Evidence and Property Technician I/II be established with a salary consistent to that of the current CSO I/II.

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**STAFF REPORT:** Establishing the classification series of Police Evidence and Property Technician I/II to perform property and evidence control functions in the Police Department will reflect the duties performed by the current temporary part-time incumbent assigned to this work and also enables the department to build the structure needed to comply with state guidelines and

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**PREPARED BY:**

Christina Penland, Human Resources Administrator

**REVIEWED/APPROVED BY:**

Gregory Folsom, City Manager



reduce potential liabilities. To achieve this goal, it is proposed to eliminate one temporary part-time CSO I and add a temporary part-time Police Evidence and Property Technician I.

The recommended classification specification for the Police Evidence and Property Technician I/II classification is attached to the resolution for Council consideration.

The City's existing salary resolution will be amended to incorporate recently negotiated items from the Labor Memorandum of Understandings which were brought to Council for approval separately, and to establish the salary for Police Evidence and Property Technician I/II at a salary level equivalent to that of the Community Services Officer I/II. Setting the Police Evidence and Property Technician I/II salary at this level provides internal equity among job classes with similar scope and responsibility within the City and the Police Department.

<b>Job Classification</b>	<b>Top Step Monthly Salary</b>
Police Evidence and Property Technician I/II – I	\$4140
Police Evidence and Property Technician I/II – II	\$4556

The Police Evidence and Property Technician I/II will be flexibly staffed consistent with other I/II classifications in the City. Due to the nature of the work performed, the Police Evidence and Property Technician I/II classification series is covered under FLSA for purposes of wages and overtime and will be represented by the Suisun City Employees' Association (SCEA).

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**RECOMMENDATION:** It is recommended that the City Council adopt Resolutions Establishing the Job Classifications of Police Evidence and Property Technician I/II and Amending the City of Suisun City Salary Schedule:

- a. Council Adoption of Resolution No. 2021-\_\_: Establishing the Police Evidence and Property Technician I/II Job Classifications; and
- b. Council Adoption of Resolution No. 2021-\_\_: Amending the City of Suisun City Salary Schedule to Incorporate Negotiated Items from the Labor Agreements and Establish a Salary for Police Evidence and Property Technician I/II.

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**ATTACHMENTS:**

1. Council Adoption of Resolution No. 2021-\_\_: Establishing the Police Evidence and Property Technician I/II Job Classifications;
2. Police Evidence and Property Technician I/II Classification Specification; and
3. Council Adoption of Resolution No. 2021-\_\_: Amending the City of Suisun City Salary Schedule to Incorporate Negotiated Items from the Labor Agreements and Establish a Salary for Police Evidence and Property Technician I/II.



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY TO  
ESTABLISH THE POLICE EVIDENCE AND PROPERTY TECHNICIAN I/II  
CLASSIFICATIONS**

**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 establishment of the Police Evidence and Property Technician I/II classification series; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Suisun City, California, the Job Classifications of Police Evidence and Property Technician I/II is adopted and is added to the City Classification Plan and the City Council authorizes the City Manager to reclassify the temporary part time incumbent from the Community Service Officer I classification to the Police Evidence and Property Technician I classification and establish the new Police Evidence and Property Technician I/II 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 20<sup>th</sup> day of July 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 20<sup>th</sup> day of February 2021.

\_\_\_\_\_  
Anita Skinner  
City Clerk



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## **POLICE EVIDENCE AND PROPERTY TECHNICIAN I POLICE EVIDENCE AND PROPERTY TECHNICIAN II**

*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.*

### **DEFINITION**

Under supervision, the Police Evidence and Property Technician is responsible to perform administrative and technical duties associated with the acceptance, storage, control and disposal of police evidence and property; to protect the integrity of evidence throughout the judicial process; and to ensure compliance with all State and local laws regarding the storage and disposition of property and evidence.

### **IDENTIFYING CHARACTERISTICS**

**Police Evidence and Property Technician I** – This is the entry-level evidence and property technician class performing the more routine and less complex assignments. Positions at this level are not expected to function with the same amount of knowledge or skill level as positions allocated to the Police Evidence and Property Technician II level and exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. This classification is flexibly staffed with the Police Evidence and Property Technician II. Advancement to the “II” level is based on demonstrated proficiency in performing the assigned functions, the completion of the minimum experience and education requirements for the “II” level and is at the discretion of higher level supervisor or management staff.

**Police Evidence and Property Technician II** – This is the full journey level evidence and property technician class within the series. Employees within this class are distinguished from the Police Evidence and Property Technician I by the performance of the full range of duties. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Positions in this class series are flexibly staffed and are generally filled by advancement from the “I” level, or when filled from the outside, require prior experience.

### **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. Receive and process evidence and property, make accurate computer entries, bar-code, and process items for proper storage.
2. Use a variety of resource materials and refer to applicable laws in order to conduct research on stolen property, to identify the disposition on cases, to find the identity and



**CITY OF SUISUN CITY**  
**Police Evidence and Property Technician (Continued)**

addresses of victims and suspects, and to determine the disposition of evidence in accordance with law.

3. May assist officers in the field with evidence collection and photographing or diagramming crime scenes.
4. Assist officers and the public at front counter and over the telephone by providing and/or returning evidence; photograph items as necessary before being released to owners or Police Officers.
5. Maintain records of evidence tracking to ensure the integrity of the evidence for courtroom use in prosecution of offenders; testify in court regarding handling and chain-of-custody of evidence.
6. Work with management and supervisors to develop, maintain, and modify inventory and audit procedures in order to ensure the security of the police evidence facility.
7. Handle, package, transport, and dispose of hazardous materials such as medical/biological waste, illegal drugs, weapons, computers or pharmaceuticals; handle, package, and store bio-hazards such as: blood, semen, urine, or clothing covered in such hazards; handle, package, store, and dispose of large quantities of marijuana and marijuana plants which may contain pathogenic mold according to all safety procedures.
8. Prepare Court Affidavits for destruction of drugs and process through the Superior Court Judge and Court Recorder.
9. Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.
10. Perform 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:**

Procedures and techniques of evidence/property handling, storage and disposal, including police property and supplies

Relative codes and ordinances that apply to the storage and preservation of evidence and property

Federal, state, and local laws/policies related to the collection, recording, identification, preservation, and destruction of evidence in criminal and civil cases, including weapons, narcotics, and cash

Safety procedures for the proper handling of weapons and narcotics



**CITY OF SUISUN CITY**  
**Police Evidence and Property Technician (Continued)**

Modern computer equipment and programs

**Ability to:**

Read, comprehend, and apply Federal, State and local policies, procedures, laws and regulations as it relates to evidence and property, as well as department training

Understand, access and accurately interpret information from various computer systems such as: POST EDI, CLETS, CAPIS, DA Filing Computer System, DOJ, CAD, and Probation

Use a variety of office equipment, computer systems and software such as: Word, Access, Intranet, Microfiche, Voice Mail, Outlook, scanners, fax, pagers, and copiers

Work independently or as a member of a team to accomplish a variety of tasks involved in the job

Understand and carry out oral and written directions

Maintain accurate records and files

Perform procedures with minimum supervision

Take photographs and maintain accurate records and logs

Preserve confidentiality of sensitive materials

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

Communicate effectively, both orally and in writing

**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:*

**Police Evidence and Property Technician I**

**Education/Training:**

An Associates of Arts degree or above from an accredited college or university with major course work in general education, criminal justice, business, accounting, or a related field;

**Experience:**

One (1) year experience in customer services or clerical work. Experience processing police records is desirable.



CITY OF SUISUN CITY  
Police Evidence and Property Technician (Continued)

**Police Evidence and Property Technician II**

**Education/Training:**

An Associates of Arts degree or above from an accredited college or university with major course work in general education, criminal justice, business, accounting, or a related field;

**Experience:**

Two (2) years of experience in handling and storage of evidence and property with a city, county, or state law enforcement agency

**License or Certificate (for both levels)**

1. Must have an acceptable driving record and possess an appropriate California Driver's License.
2. Pass criminal / personal history background check prior to hire date.
3. Must attend and satisfactorily complete a POST certified Property Room Management course within one (1) year of hire.

**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:** Depending on assignment, work is typically performed in a controlled office environment subject to typical office noise and environment but will sometimes be outside with exposure to a variety of climates, dust, traffic, and hazardous situations. Position may require occasional overtime or weekend work as well as occasional travel for training or evidence destruction.

**Physical:** This position requires the ability to operate a motor vehicle; lift and carry moderate weight up to 50 lbs.; climb stairs and ladders; bend; stoop; move about on unimproved land; visually distinguish red, amber, and green as part of normal color vision; hear horns, warning devices, radio transmissions, and frequency changes in the normal audio range; coordinate visual and muscular dexterity to operate equipment; operate business machines; sit or stand for extended periods of time; use a keyboard; and reach above the head.

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

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

*Established: July 20, 2021  
Resolution 2021-\_\_*



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AMENDING THE CITY OF SUISUN CITY SALARY SCHEDULE TO  
INCORPORATE THE NEGOTIATED ITEMS FROM THE LABOR AGREEMENTS  
AND ESTABLISH A SALARY FOR POLICE EVIDENCE AND PROPERTY  
TECHNICIAN I/II.**

**WHEREAS**, on July 6, 2021, the City Council approved the current Salary Schedule with the adoption of Resolution No. 2021-63; and

**WHEREAS**, the City has completed Negotiations with all three bargaining units, that includes provisions for updating the Citywide Salary Schedule to 1) establish a 5-step pay scale for all employees represented by Suisun City Management and Professional Employees' Association (SCMPEA), and 2) provide a salary adjustment of 10% to the Building Maintenance Worker I/II classification series represented by Suisun City Employees' Association (SCEA); and

**WHEREAS**, the City has established the new job classification and salary of Police Evidence and Property Technician I/II, setting the top monthly consistent with the Community Service Officer I/II for internal equity; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City hereby adopts Resolution No. 2021-\_\_\_\_: Approving the Amended City of Suisun City Salary Schedule to incorporate the Negotiated Items From the Labor Agreements and Establish a Salary for Police Evidence and Property Technician I/II.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 20th day of July, 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 20th day of July, 2021.

\_\_\_\_\_  
Anita Skinner  
City Clerk



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## AGENDA TRANSMITTAL

**MEETING DATE:** July 20, 2021

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2021-\_\_\_: A Resolution of the City Council of the City of Suisun City Submitting a Resolution for Consideration by the General Assembly of the League of California Cities Calling for the League to Urge Congress to Introduce Legislation that would Establish a Fundamental Human Right to Housing.

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**FISCAL IMPACT:** There is no fiscal impact to this action.

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**STRATEGIC PLAN IMPACT:** Provide Good Governance.

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**BACKGROUND:** The Mayors of Solano County would like to propose a resolution for consideration by the League of California Cities. Proposing a resolution for consideration by the General Assembly at the League annual conference requires concurrence of at least five or more cities in writing. The deadline to submit resolutions for this year's conference is prior to midnight on July 24<sup>th</sup>.

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**STAFF REPORT:** Like many other counties in California, Solano County has seen a rapid and troubling growth in chronic and newly homeless over the past several years, a condition that has been difficult to address given the high cost of housing and property in the area, and the shortage of emergency, transitional, and affordable housing available in the county to serve this population. Despite these statewide struggles, the cities of Solano County remain committed to permanently reducing homelessness in our community.

According to the U.S. Census Bureau, 9% of Solano County residents live in poverty, slightly lower than the poverty rate in California (11.8%). As of January 2020, California had an estimated 161,548 people experiencing homelessness on any given day, as reported by Continuums of Care to the U.S. Department of Housing and Urban Development (HUD). California has the highest percentage of homeless population in the U.S. coming in at 26.73%. This population includes veterans, women, children, individuals with disabilities, elderly, and other vulnerable groups.

The cities in Solano County, including Suisun City, support the right of housing as a human right. The United Nations identifies adequate housing as a fundamental human right, defining it as "the right to live somewhere in security, peace and dignity." The lack of affordable housing and supportive services in the nation has led to health and safety risks to homeless persons and other conditions detrimental to their well-being, and as well as negative impacts of the health, safety and general welfare of the community.

Addressing homelessness requires collaboration between stakeholders, residents, businesses, and government. In furtherance of the health, safety, and the well-being of all Solano County residents, the cities within Solano County have worked with multiple jurisdictions together,

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**PREPARED /APPROVED BY:**

Greg Folsom, City Manager



cooperatively, and in good faith towards developing regional solutions to permanently reduce homelessness in the community. With limited funding, resources and services, local jurisdictions are having to try to solve a nation-wide problem.

Currently, funds are provided for these services through the County Continuum of Care, which provides these funds to local agencies through a competitive grant process. This process puts competing agencies and cities against each other, fighting for a limited amount of unsustainable funding. Agencies need to know that the funding is going to be sustainable to build off each year of progress, in order to make true efforts in permanently reducing homelessness in Solano County.

Once a person enters the homelessness cycle, they are likely to suffer from health issues, mental health crises, and substance abuse addiction. If there was a true foundation of social safety nets and affordable housing, we could prevent persons from entering the cycles of homelessness, and potentially save lives and resources.

The Coronavirus Pandemic highlighted socioeconomic inequalities and widened the gap for those who were suffering even before the pandemic. There has never been a more important moment to put California on course for long-term equity, resilience, and sustainability, and housing is the foundation for ensuring that generations of people have a shot at success.

The Suisun City Council recommends that the League urge Congress to introduce legislation that would establish a fundamental human right to housing, to increase the social safety net and the supply of affordable housing, making homelessness and housing a top priority.

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**RECOMMENDATION:** Council Adoption of Resolution No. 2021-\_\_\_\_: A Resolution of the City Council of the City of Suisun City Submitting a Resolution for Consideration by the General Assembly of the League of California Cities Calling for the League to Urge Congress to Introduce Legislation that would Establish a Fundamental Human Right to Housing.

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**ATTACHMENTS:**

1. Resolution No. 2021-\_\_\_\_: A Resolution of the City Council of the City of Suisun City Submitting a Resolution for Consideration by the General Assembly of the League of California Cities Calling for the League to Urge Congress to Introduce Legislation that would Establish a Fundamental Human Right to Housing.
2. Exhibit A: Resolution for Consideration by the General Assembly of the League of California Cities Calling for the League to Urge Congress to Introduce Legislation that would Establish a Fundamental Human Right to Housing.



**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
SUBMITTING A RESOLUTION FOR CONSIDERATION BY THE GENERAL  
ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR THE  
LEAGUE TO URGE CONGRESS TO INTRODUCE LEGISLATION THAT WOULD  
ESTABLISH A FUNDAMENTAL HUMAN RIGHT TO HOUSING**

**WHEREAS**, like many other counties in California, Solano County has seen a rapid and troubling growth in chronic and newly homeless over the past several years, a condition that has been difficult to address given the high cost of housing and property in the area, and the shortage of emergency, transitional, and affordable housing available in the county to serve this population; and

**WHEREAS**, the Coronavirus Pandemic highlighted socioeconomic inequalities and widened the gap for those who were suffering even before the pandemic; and

**WHEREAS**, despite these statewide struggles, the cities of Solano County remain committed to permanently reducing homelessness in our community; and

**WHEREAS**, the cities of Solano County, including Suisun City, support the right of housing as a human right; and

**WHEREAS**, the United Nations identifies adequate housing as a fundamental human right, defining it as the right to live somewhere in security, peace and dignity; and

**WHEREAS**, current legislation and federal/state resources do not sufficiently support the nation-wide problem of homelessness; and

**WHEREAS**, housing and homelessness legislation is necessary to protect the health, safety, and general welfare of the community; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Suisun City supports a resolution for consideration at the League General Assembly (Exhibit A), assembled at the League Annual Conference on September 24, 2021 in Sacramento, California, that the League calls upon the U.S. Congress to introduce legislation that would establish a fundamental human right to housing, making housing and homelessness a priority to fund cities directly so they can address the problem on a local level.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 20<sup>th</sup> day of July 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 20<sup>th</sup> day of July 2021.

\_\_\_\_\_  
Anita Skinner  
City Clerk



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**EXHIBIT A**

**A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR THE LEAGUE TO URGE CONGRESS TO INTRODUCE LEGISLATION THAT WOULD ESTABLISH A FUNDAMENTAL HUMAN RIGHT TO HOUSING**

**WHEREAS**, many cities and counties in California have seen a rapid and troubling growth in chronic and newly homeless over the past several years, a condition that has been difficult to address given the high cost of housing and property in the area, and the shortage of emergency, transitional, and affordable housing available in the county to serve this population; and

**WHEREAS**, the Coronavirus Pandemic highlighted socioeconomic inequalities and widened the gap for those who were suffering even before the pandemic; and

**WHEREAS**, despite these statewide struggles, the cities in California remain committed to permanently reducing homelessness in our community; and

**WHEREAS**, the League of California Cities support the right of housing as a human right; and

**WHEREAS**, the United Nations identifies adequate housing as a fundamental human right, defining it as the right to live somewhere in security, peace and dignity; and

**WHEREAS**, current legislation and federal/state resources do not sufficiently support the nation-wide problem of homelessness; and

**WHEREAS**, housing and homelessness legislation is necessary to protect the health, safety, and general welfare of the community; and

**NOW, THEREFORE, BE IT RESOLVED** at the League General Assembly, assembled at the League Annual Conference on September 24, 2021 in Sacramento, California, that the League calls upon the U.S. Congress to introduce legislation that would establish a fundamental human right to housing, making housing and homelessness a priority to fund cities directly so they can address the problem on a local level.



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## AGENDA TRANSMITTAL

**MEETING DATE:** July 20, 2021

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**CITY AGENDA ITEM:** Membership of California Municipal Finance Authority (CMFA) and Use of the Bond Opportunities for Land Development (BOLD) Program:

- A. Council Resolution No. 2021-\_\_: Approving, Authorizing, and Directing City Manager Execution of a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority.
- B. Council Resolution No. 2021-\_\_: Authorizing Use of the Bond Opportunities for Land Development (BOLD) Program; Authorizing the California Municipal Finance Authority to Accept Applications from Property Owners, Conduct Proceedings and Levy Special Taxes Within the Territory of the City of Suisun City Pursuant to the Mello-Roos Community Facilities Act of 1982, as amended; and Authorizing Related Actions.

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**FISCAL IMPACT:** None. The City is not liable to repay the bonds issued by CMFA or the special taxes imposed on the participating properties within any CFD formed through the BOLD Program, and the City has no contractual relationship with bond owners or the bond trustee.

Bonds are issued through CMFA, with no involvement of the City needed other than approving the use of the program and, prior to actual issuance of bonds, entering into an agreement to acquire the public facilities or fees to be paid for with the bond proceeds. CMFA authorizes and issues the bonds in their name and awards their sale to the bond underwriter per the underwriter's credit requirements; CMFA's financing team provides the bond documentation and the Official Statement through its bond counsel.

Upon issuance of the bonds, proceeds are a funding source for direct payment of impact or mitigation fees or to otherwise reimburse developer costs for public facilities associated with new development. Once the bond issuance occurs, bond proceeds are available to be disbursed. The proceeds are held by a bond trustee and are not directly paid to the developer but are available as directed by the City and to be set forth in an acquisition agreement, or joint community facilities agreement applicable to the bond sale.

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

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**BACKGROUND/STAFF REPORT:** The "BOLD" program (acronym for Bond Opportunities for Land Development) is a program offered by the California Municipal Finance Authority ("CMFA") to provide its members a means to accommodate community facilities district ("CFD") formation and bonding within their jurisdiction. By participating in the program, formation of the CFD, administration and bonding is handled by CMFA and the City's involvement can be minimized.

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**PREPARED BY:**

John Kearns, Senior Planner

**REVIEWED/APPROVED BY:**

Greg Folsom, City Manager



The Mello-Roos Community Facilities Act offers financing flexibility commonly used by cities, schools and other local agencies throughout the State to generate funds for the payment of public facilities, including development fees for facilities. Although CFDs formed through the BOLD Program would be located within the city’s jurisdiction, involvement of the City is flexible and can be minimal. The Program offers developers the opportunity to finance public infrastructure, as well as impact fees associated with new development, through tax-exempt bonds payable from special taxes levied by the CFD on property within the CFD, a typical financing method for new home developments in California.

CMFA is a State-wide joint powers authority (“JPA”) whose members are numerous public entities throughout California. CMFA has the same powers as its members and can issue municipal bonds on behalf of a member after the member jurisdiction holds a public hearing on the proposed issuance. Participation is at no cost to members. In addition, typically lower borrowing and administration costs and providing an alternate means for bond issuances, CMFA shares a portion of its bond issuance fee directly with the member(s) it issues on behalf of.

The Program is facilitated through bond professionals chosen by CMFA with specialized expertise in CFD bond issuance and sales – bond counsel, underwriter and other advisors provided as needed, all ranked among the top firms in the field. As such, the City doesn’t designate the financing team, however, should the City desire to use its own financial advisor to review the BOLD Program application and/or other program documents, it may do so, with all related costs payable from bond proceeds.

CMFA exists to serve needs of its members and therefore requires consent of the City for BOLD participation in development projects. City staff was contemplating issuing bonds through CMFA for a separate project later in the year. Accordingly, Staff suggests the adoption of the resolutions joining CMFA and expressing the City’s intent to allow participation in the BOLD Program, which at the same time can accommodate the public hearing requirement (a public hearing is required for JPA bonds under the Government Code). The latter resolution finds and declares that the issuance of bonds by CMFA in connection with the BOLD Program will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of city services to residential and commercial development within the city and expresses the acceptance of participation of the City in the program.

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

- A. Resolution No. 2021-\_\_: Approving, Authorizing, and Directing City Manager Execution of a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority.
- B. Resolution No. 2021-\_\_: Authorizing Use of the Bond Opportunities for Land Development (BOLD) Program; Authorizing the California Municipal Finance Authority to Accept Applications from Property Owners, Conduct Proceedings and Levy Special



Taxes Within the Territory of the City of Suisun City Pursuant to the Mello-Roos Community Facilities Act of 1982, as amended; and Authorizing Related Actions.

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**ATTACHMENTS:**

1. Council Resolution No. 2021-\_\_: Approving a Resolution Becoming a Member of the California Municipal Finance Authority (CMFA) and a Resolution to Authorize use of CMFA's Bond Opportunities for Land Development (BOLD) Program Within the City.
2. Council Resolution No. 2021-\_\_: Authorizing Use of the Bond Opportunities for Land Development (BOLD) Program; Authorizing the California Municipal Finance Authority to Accept Applications from Property Owners, Conduct Proceedings and Levy Special Taxes Within the Territory of the City of Suisun City Pursuant to the Mello-Roos Community Facilities Act of 1982, as amended; and Authorizing Related Actions.
3. PowerPoint Presentation



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**RESOLUTION NO. 2021-**

**APPROVING, AUTHORIZING, AND DIRECTING  
CITY MANAGER EXECUTION OF A JOINT EXERCISE OF POWERS  
AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE  
AUTHORITY**

**WHEREAS**, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), certain public agencies (the "Members") have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement") in order to form the California Municipal Finance Authority (the "Authority"), for the purpose of promoting economic, cultural and community development and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and

**WHEREAS**, the City of Suisun City (the "City"), has determined that it is in the public interest and for the public benefit that the City become a Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority; and

**WHEREAS**, there is now before this City Council the form of the Agreement (Exhibit A); and

**WHEREAS**, the Agreement has been filed with the City, and the members of the City Council, with the assistance of its staff, have reviewed said document;

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

Section 1. The Agreement is hereby approved and the Mayor or the designee thereof is hereby authorized and directed to execute said document, and the City Clerk or such Clerk's designee is hereby authorized and directed to attest thereto.

Section 2. The executing officers(s), the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 3. The Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the Authority in care of its counsel:

Ronald E. Lee, Esq.  
Jones Hall, APLC  
475 Sansome Street, Suite 1700  
San Francisco, CA 94111

Section 4. This Resolution shall take effect immediately upon its passage.



**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun  
City duly held on Tuesday, the 20<sup>th</sup> day of July 2021, by the following vote:

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

**WITNESS** my hand and the seal of said City this 20<sup>th</sup> day of July 2021.

\_\_\_\_\_  
Anita Skinner  
City Clerk



**JOINT EXERCISE OF POWERS AGREEMENT  
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the “Members” and those parties initially executing this Agreement are referred to as the “Initial Members”):

**WITNESSETH**

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the “Joint Exercise of Powers Act”), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a “public agency” as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein “Bonds”), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and



WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the “California Municipal Finance Authority” for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

**Section 1. Purpose.**

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

**Section 2. Term.**

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority’s debts, liabilities and obligations.

**Section 3. Authority.**

**A. CREATION AND POWERS OF AUTHORITY.**

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the “California Municipal Finance Authority” (the “Authority”), and said



Authority shall be a public entity separate and apart from the Members. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

**B. BOARD.**

The Authority shall be administered by the Board of Directors (the “Board,” or the “Directors” and each a “Director”) of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the “Foundation”), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

**C. OFFICERS; DUTIES; OFFICIAL BONDS.**

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the “Treasurer”) pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an “Indenture”) providing for a trustee or other fiscal agent, and except as may otherwise be specified by resolution of the Board, the Treasurer is designated as the depository of the



Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.



(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

**Section 4. Powers.**

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in



connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

**Section 5. Fiscal Year.**

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

**Section 6. Disposition of Assets.**

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

**Section 7. Bonds.**

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

**Section 8. Bonds Only Limited and Special Obligations of Authority.**

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the principal



of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

**Section 9.     Accounts and Reports.**

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.



**Section 10. Funds.**

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

**Section 11. Notices.**

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

**Section 12. Additional Members/Withdrawal of Members.**

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

**Section 13. Indemnification.**

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.



**Section 14. Contributions and Advances.**

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

**Section 15. Immunities.**

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

**Section 16. Amendments.**

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

**Section 17. Effectiveness.**

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.



**Section 18. Partial Invalidity.**

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**Section 19. Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

**Section 20. Miscellaneous.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.



IN WITNESS WHEREOF, the \_\_\_\_\_ has caused this Agreement to be executed and attested by its duly authorized representatives as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Member:

CITY OF SUISUN CITY

By \_\_\_\_\_  
Lori D. Wilson, Mayor

ATTEST:

\_\_\_\_\_  
Anita Skinner, City Clerk



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**RESOLUTION NO. 2021-**

**RESOLUTION AUTHORIZING USE OF THE BOND  
OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM;  
AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE  
AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY  
OWNERS, CONDUCT PROCEEDINGS AND LEVY SPECIAL TAXES  
WITHIN THE TERRITORY OF THE CITY OF SUISUN CITY  
PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES  
ACT OF 1982, AS AMENDED; AND AUTHORIZING RELATED  
ACTIONS**

**WHEREAS**, the California Municipal Finance Authority (the “CMFA”) is a joint exercise of powers authority the members of which include numerous cities, counties and other local agencies in the State of California (the “State”); and

**WHEREAS**, the CMFA provides financing services to its members and the City of Suisun City (the “City”) is, on the date hereof, adopting a resolution to become a member of CMFA; and

**WHEREAS**, the CMFA has established the Bond Opportunities for Land Development Program (the “BOLD Program”) to allow the financing through the levy of special taxes under the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”) of certain public facilities and development impact fees that finance public facilities (together, the “Improvements”) to be owned by local agencies in the State; and

**WHEREAS**, the BOLD Program creates an opportunity for new developments to utilize Mello-Roos financing of Improvements for construction and/or acquisition by the City without the necessity of the City creating and administering the community facilities district; and

**WHEREAS**, the City desires to allow the owners of property being developed within its jurisdiction (“Participating Developers”) to participate in the BOLD Program and to allow the CMFA to conduct proceedings under the Act to form community facilities districts (“CFDs”) under the Act, to levy special taxes within such CFDs, and to issue bonds secured by such special taxes under the Act to finance Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such special taxes and the issuance of such bonds; and

**WHEREAS**, eligible property owners within the jurisdiction of the City may in the future elect to be Participating Developers, and the CMFA may conduct proceedings under the Act to form a CFD, levy special taxes within such CFD and issue bonds secured by such special taxes to finance Improvements; and

**WHEREAS**, the City will not be responsible for the conduct of any proceedings under the Act for the formation of any CFD; the levy or collection of special taxes for any CFD or any required remedial action in the case of delinquencies in any special tax payments;



1 or the issuance, sale or administration of any bonds issued in connection with the BOLD  
2 Program; and

3 **WHEREAS**, pursuant to Government Code Section 6586.5, notice was published at  
4 least five days prior to the adoption of this resolution at a public hearing, which was duly  
5 conducted by this City Council concerning the significant public benefits of the BOLD  
6 Program and the financing of the Improvements.

7 **NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of  
8 Suisun City:

9 Section 1. The use of the BOLD Program in connection with the financing of  
10 Improvements is hereby authorized and approved. The appropriate officials and staff are  
11 hereby authorized and directed to allow BOLD Program participation to be available to  
12 property owners who are subject to the payment of fees for new development and/or who are  
13 conditioned to install public improvements in connection with new development.

14 Section 2. The City Council hereby finds and declares that the issuance of bonds  
15 by the CMFA in connection with the BOLD Program will provide significant public benefits,  
16 including without limitation, savings in effective interest rate, bond preparation, bond  
17 underwriting and bond issuance costs and the more efficient delivery of local agency services  
18 to residential and commercial development within the City.

19 Section 3. In connection with the issuance of bonds by the CMFA for the BOLD  
20 Program, acquisition agreements, joint community facilities agreements or similar agreements  
21 will be required to be entered into, and the Mayor, City Manager, Finance Director, or  
22 designee of any of them (each, an "Authorized Officer") is hereby delegated authority to enter  
23 into each such acquisition agreement, joint community facilities agreement, or similar  
24 agreement for and on behalf of the City, as determined necessary or desirable by the  
25 Authorized Officer executing the same. The City Council hereby finds and declares that  
26 entrance into such agreements shall be beneficial to the residents of the City.

27 Section 4. The Authorized Officers are hereby authorized and directed to allow  
28 and approve BOLD Program participation available for property owners who are subject to  
the payment of fees for new development and/or who are conditioned to install public  
improvements in connection with new development, including signing developer applications  
or other documents evidencing the official intent of the City to reimburse itself in connection  
with each project from the proceeds of tax-exempt obligations issued by CMFA as part of the  
BOLD Program, and to advise such owners requesting participation in the BOLD Program  
that the City has approved the BOLD Program; provided, that the CMFA shall be responsible  
for providing applications and processing of documentation and related materials at its own  
expense.

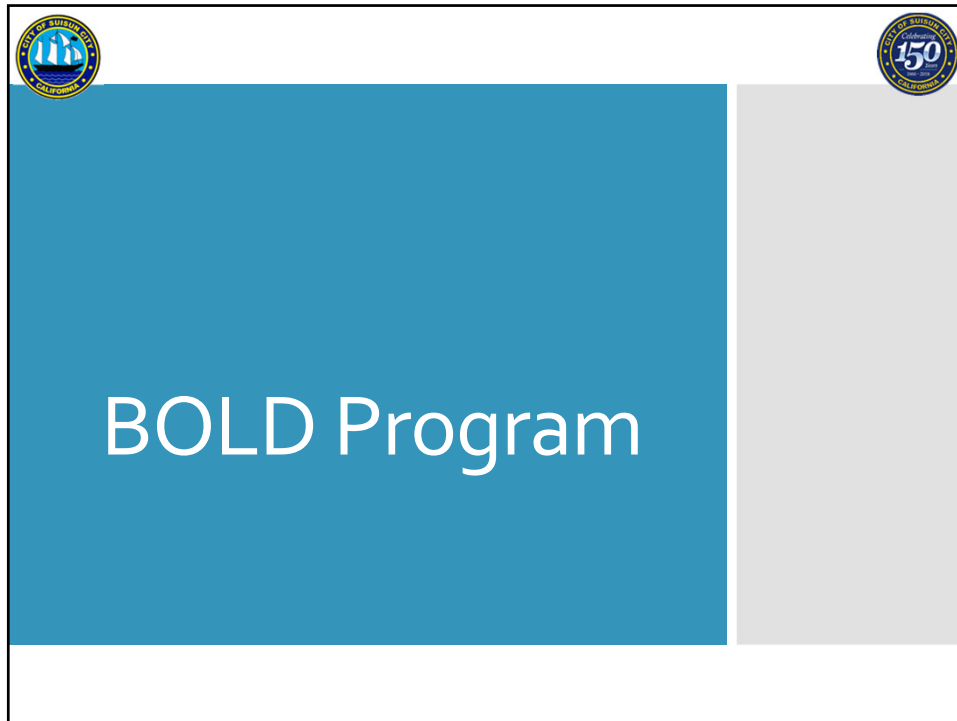




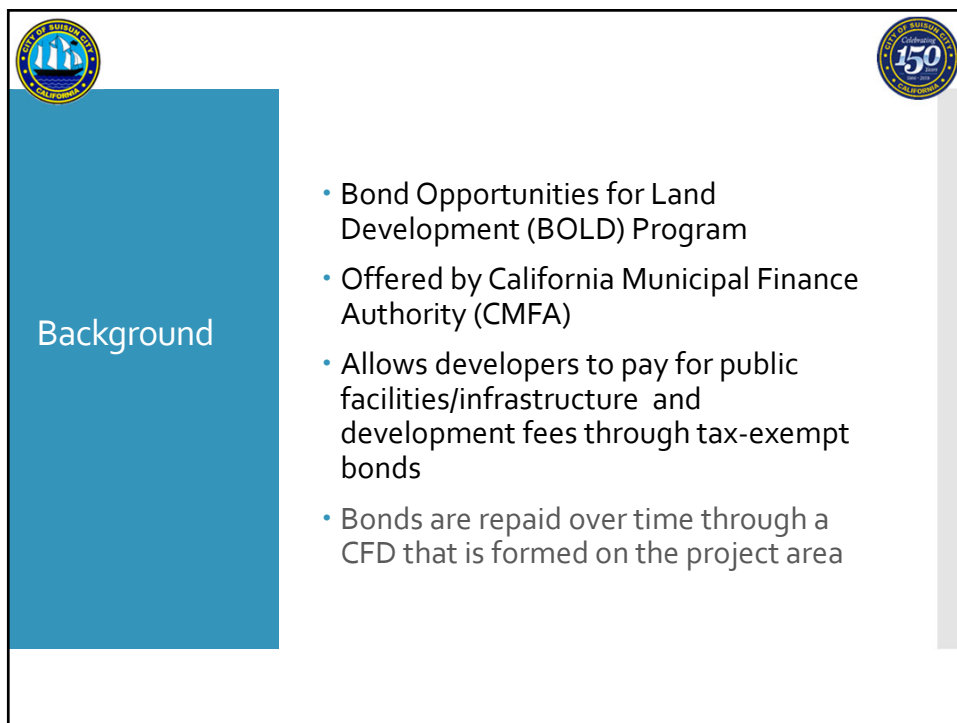


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## Background

- There is no cost to Suisun City to participate
- The financing is handled by CMFA
- City is not liable to repay bonds
- This is a tool to assist developers interested in developing in Suisun City

3



## Recommendation

- Adopt Resolution Approving, Authorizing, and Directing City Manager Execution of a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority.
- Adopt Resolution Authorizing Use of the Bond Opportunities for Land Development (BOLD) Program; Authorizing the California Municipal Finance Authority to Accept Applications from Property Owners, Conduct Proceedings and Levy Special Taxes Within the Territory of the City of Suisun City Pursuant to the Mello-Roos Community Facilities Act of 1982, as amended; and Authorizing Related Actions.

4



## AGENDA TRANSMITTAL

**MEETING DATE:** July 20, 2021

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**CITY AGENDA ITEM:** Council Resolution No. 2021-\_\_: Authorizing the City to Join the Statewide Community Infrastructure Program (SCIP); Authorizing the California Statewide Communities Development Authority (CSCDA) to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments and Special Taxes and to Form Assessment Districts and Community Facilities Districts Within the Territory of the City of Suisun City; Embodying a Joint Community Facilities Agreement Setting Forth the Terms and Conditions of Community Facilities District Financings; Approving Form of Acquisition Agreement for Use When Applicable; and Authorizing Related Actions.

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**FISCAL IMPACT:** None. The bonds are issued by CSCDA and the payments for such bonds are the responsibility of the property owner.

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

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**BACKGROUND/STAFF REPORT:** CSCDA is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. Five hundred thirty cities, counties and special districts throughout California are members of CSCDA, including the City of Suisun City (the “City”). SCIP was instituted by CSCDA in 2002 to allow owners of property in participating cities and counties to finance the development impact fees that would be payable by property owners upon receiving development entitlements or building permits through pooled special assessment districts program. SCIP was expanded to include financing of public capital improvements directly in addition to just fees, and has now been further expanded to include community facilities districts (“CFDs”), as provided for in the proposed SCIP resolution. Since its inception SCIP has issued over \$800 million in land secured special assessment and CFD bonds for development projects in California.

If a property owner chooses to participate, and the City approves the application, the selected public capital improvements, facilities and/or development impact fees owed to the City will be financed by the issuance of tax-exempt bonds by CSCDA. CSCDA will form the district and impose an assessment or special tax, as applicable, on the owner’s property to repay the portion of the bonds issued to finance the fees paid with respect to the property (no one developer within the SCIP pool is responsible for the payment related to any other project). With respect to impact fees, the property owner will either pay the impact fees at the time of permit issuance, and will be reimbursed from the SCIP bond proceeds when the SCIP bonds are issued, or the fees will be funded directly from the proceeds of the SCIP bonds. In both cases, the fees are subject to requisition by the City at any time to make authorized fee expenditures, and the City is never at risk for payment of its fees. If improvements or facilities are contemplated, the proposed SCIP resolution includes a form of acquisition agreement, which outlines how a developer will be reimbursed for improvements as they are certified complete by the City.

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**PREPARED BY:**

John Kearns, Senior Planner

**REVIEWED/APPROVED BY:**

Greg Folsom, City Manager



The benefits to the property owner include:

- Only property owners who choose to participate in the program will have assessments or special taxes imposed on their property.
- Instead of paying cash for public capital improvements and/or development impact fees, the property owner receives low-cost, long-term tax-exempt financing of those fees, freeing up capital for other purposes.
- The property owner can choose to pay off the assessments or special taxes at any time.
- For home buyers, paying for the costs of public infrastructure through an assessment or special tax is superior to having those costs "rolled" into the cost of the home. Although the tax bill is higher, the amount of the mortgage is smaller, making it easier to qualify. Moreover, because the assessment/special tax financing is at tax-exempt rates, it typically comes at lower cost than mortgage rates.
- Owners of smaller projects, both residential and commercial, can have access to tax-exempt financing of infrastructure. Before the inception of SCIP, only projects large enough to justify the formation of an assessment or community facilities district had access to tax-exempt financing. SCIP can finance projects as low as \$500,000, which would not be economical on a stand-alone basis.

The benefits to the City include:

- As in conventional assessment district and CFD financing, the City is not liable to repay the bonds issued by CSCDA or the assessments or special taxes, as applicable, imposed on the participating properties.
- CSCDA handles all district formation, district administration, bond issuance and bond administration functions. A participating city, county or special district can provide tax-exempt financing to property owners through SCIP while committing virtually no staff time to administer the program.
- Providing tax-exempt financing helps participating cities and counties cushion the impact of rising public capital improvements costs and development impact fees on new development. Many developers rely on assessment district or CFD financing through SCIP in making the decision to purchase land, thereby improving a City's competitive advantage in attracting new development.
- The availability of financing will encourage developers to pull permits and pay fees in larger blocks, giving the participating city, county or special district immediate access to revenues for public infrastructure, rather than receiving a trickle of revenues stretched out over time. As part of the entitlement negotiation process, the possibility of tax-exempt financing of fees can be used to encourage a developer to pay fees up front.



- In some cases, the assessments or special taxes on successful projects can be refinanced through refunding bonds. Savings achieved through refinancing may be directed back to the participating city, county or special district for use on public infrastructure, or lower property taxes, subject to applicable federal tax limitations.

The proposed SCIP resolution authorizes CSCDA to accept applications from owners of property within our planning jurisdiction to apply for tax-exempt financing of public capital improvements and development impact fees through SCIP. It also authorizes CSCDA to form assessment districts and community facilities districts within our City's boundaries, conduct assessment and special tax proceedings and levy assessments and special taxes against the property of participating owners. It approves the form of an acquisition agreement, attached to the SCIP resolution as Exhibit B, to be entered into between the City and the participating property owner/developer, if applicable, to provide the terms and conditions under which financing for public capital improvements will be provided and to establish the procedure for disbursement of bond proceeds to pay for completed facilities. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law.

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

Resolution No. 2021-\_\_: Authorizing the City to Join the Statewide Community Infrastructure Program (SCIP); Authorizing the California Statewide Communities Development Authority(CSCDA) to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments and Special Taxes and to Form Assessment Districts and Community Facilities Districts Within the Territory of the City of Suisun City; Embodying a Joint Community Facilities Agreement Setting Forth the Terms and Conditions of Community Facilities District Financings; Approving Form of Acquisition Agreement for Use When Applicable; and Authorizing Related Actions.

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**ATTACHMENTS:**

1. Resolution No. 2021-\_\_: Authorizing the City to Join the Statewide Community Infrastructure Program (SCIP); Authorizing the California Statewide Communities Development Authority(CSCDA) to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments and Special Taxes and to Form Assessment Districts and Community Facilities Districts Within the Territory of the City of Suisun City; Embodying a Joint Community Facilities Agreement Setting Forth the Terms and Conditions of Community Facilities District Financings; Approving Form of Acquisition Agreement for Use When Applicable; and Authorizing Related Actions.
2. PowerPoint Presentation



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**RESOLUTION NO. 2021-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY TO JOIN THE STATEWIDE COMMUNITY  
INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA  
STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT  
APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL  
ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS AND SPECIAL TAXES  
AND TO FORM ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES  
DISTRICTS WITHIN THE TERRITORY OF THE CITY OF SUISUN CITY;  
EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING  
FORTH THE TERMS AND CONDITIONS OF COMMUNITY FACILITIES  
DISTRICT FINANCINGS; APPROVING FORM OF ACQUISITION AGREEMENT  
FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS**

**WHEREAS**, the California Statewide Communities Development Authority (the “Authority”) is a joint exercise of powers authority, lawfully formed and operating within the State pursuant to an agreement (the “Joint Powers Agreement”) entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code (the “JPA Law”), the members of which include numerous cities, counties and local agencies in the State of California, including the City of Suisun City (the “City”); and

**WHEREAS**, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its members (such members, the “Program Participants”); and

**WHEREAS**, as one of the Programs under the Joint Powers Agreement, the Authority has established the Statewide Community Infrastructure Program (“SCIP”) to allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the City or another public agency (the “Improvements”) and improvements eligible for funding from certain development impact fees (the “Fees”) levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the “Fee Act”) through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the “1913 Act”) and the issuance of improvement bonds (the “Local Obligations”) under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the “1915 Act”) upon the security of the unpaid special assessments; and

**WHEREAS**, the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the “Mello-Roos Act”) is an applicable provision of State law available to, among other things, finance public improvements necessary to meet increased demands placed upon local agencies as a result of development;



1       **WHEREAS**, the Authority also uses SCIP to allow the financing of Fees and  
2 Improvements through the levy of special taxes and the issuance of Local Obligations under  
3 the Mello-Roos Act upon the security of the special taxes; and

4       **WHEREAS**, the City desires to allow the owners of property being developed within  
5 its jurisdiction (“Participating Developers”) to participate in SCIP and to allow the Authority  
6 to conduct proceedings and to form community facilities districts (“CFDs”) and to issue Local  
7 Obligations under the Mello-Roos Act, as well as to conduct assessment proceedings to form  
8 assessment districts (“Assessment Districts”) under the 1913 Act and to issue Local Obligations  
9 under the 1915 Act, to finance Fees levied on such properties and Improvements, provided that  
10 such Participating Developers voluntarily agree to participate and consent to the levy of such  
11 assessments or special taxes, as applicable; and

12       **WHEREAS**, from time to time when eligible property owners within the jurisdiction  
13 of the City elect to be Participating Developers, the Authority will conduct proceedings under  
14 the 1913 Act and the Mello-Roos Act and issue Local Obligations under the 1915 Act and the  
15 Mello-Roos Act to finance Fees payable by such property owners and Improvements and, at  
16 the conclusion of such proceedings, will levy assessments or special taxes, as applicable on  
17 such property within the territory of the City;

18       **WHEREAS**, both the Authority and the City are “local agencies” under the Mello-Roos  
19 Act;

20       **WHEREAS**, the Mello-Roos Act permits two or more local agencies to enter into a  
21 joint community facilities agreement to exercise any power authorized by the Mello-Roos Act;

22       **WHEREAS**, the City desires to enter into such an agreement with the Authority to  
23 authorize the Authority to form CFDs from time to time within the territorial limits of the City  
24 to Fees payable by such property owners and Improvements;

25       **WHEREAS**, there has been presented to this meeting a proposed form of Resolution of  
26 Intention to be adopted by the Authority in connection with assessment proceedings (the  
27 “ROI”), a copy of which is attached hereto as Exhibit A, and the territory within which  
28 assessments may be levied for SCIP (provided that each Participating Developer consents to  
such assessment) shall be coterminous with the City’s official boundaries of record at the time  
of adoption of such ROI (the “Proposed Boundaries”), and reference is hereby made to such  
boundaries for the plat or map required to be included in this Resolution pursuant to Section  
10104 of the Streets and Highways Code; and

29       **WHEREAS**, there has also been presented to this meeting a proposed form of  
30 Acquisition Agreement (the “Acquisition Agreement”), a copy of which is attached hereto as  
31 Exhibit B, to be approved as to form for use with respect to any Improvements to be constructed  
32 and installed by a Participating Developer and for which the Participating Developer requests  
33 acquisition financing as part of its SCIP application; and

34       **WHEREAS**, the City will not be responsible for the conduct of any proceedings; the  
35 levy or collection of assessments or special taxes or any required remedial action in the case of



delinquencies in such assessment or special tax payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

**WHEREAS**, the Authority may issue revenue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (the “Marks-Roos Act”) to acquire Local Obligations and thereby provide the proceeds to finance the Fees and Improvements; and

**WHEREAS**, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this City Council concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

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

**Section 1.** This resolution shall constitute full “local approval,” under Section 9 of the Joint Powers Agreement, and under the Authority’s Local Goals and Policies (defined below), for the Authority to undertake and conduct proceedings in accordance herewith and under the Mello Roos Act to form CFDs with boundaries that shall be coterminous with the City’s official boundaries of record at the time of such proceedings or any portion thereof (the “Proposed Boundaries”), and to authorize a special tax and to issue bonds with respect thereto; provided that the Participating Developers, who shall be the legal owners of such property at the time of formation of the CFD, execute a written consent to the levy of special tax in connection with SCIP by the Authority and execute a ballot in favor of the formation of such CFD and the Mello-Roos Act.

**Section 2.** The City hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that:

(1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and

(2) The Participating Developers, who shall be the legal owners of such property at the time of the formation of the Assessment District, execute a written consent to the levy of assessments in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIID of the State Constitution.

**Section 3.** The Joint Powers Agreement, together with the terms and provisions of this resolution, shall together constitute a separate joint community facilities agreement between the City and the Authority under the Mello-Roos Act for each CFD formed. As, without this resolution, the Authority has no power to finance City Fees and/or City Improvements (as such terms are defined herein) in proceedings under the Act to form the CFD, adoption by the Commission of the Authority of each Resolution of Intention to form a CFD under the Mello-Roos Act to finance City Fees and City Improvements shall constitute acceptance of the terms hereof by the Authority with respect to such CFD.



1       **Section 4.** This resolution and the agreement it embodies are determined to be  
2 beneficial to the residents/customers of the City and are in the best interests of the residents of  
3 the City, and of the future residents of the area within the proposed CFDs and Assessment  
4 Districts. The City hereby finds and declares that the issuance of revenue bonds by the  
5 Authority to purchase Local Obligations in connection with SCIP will provide significant public  
6 benefits, including without limitation, savings in effective interest rate, bond preparation, bond  
7 underwriting and bond issuance costs, and the more efficient delivery of local agency services  
8 to residential and commercial development within the City.

9       **Section 5.** The Authority has adopted Local Goals and Policies as required by  
10 Section 53312.7 of the Mello-Roos Act. The City approves the use of those Local Goals and  
11 Policies in connection with the formation of CFDs. The City hereby agrees that the Authority  
12 may act in lieu of the City under those Local Goals and Policies in forming and administering  
13 the CFDs.

14       **Section 6.** The Authority has prepared and will update from time to time the “SCIP  
15 Manual of Procedures” (the “Manual”), and the City will handle Fee revenues and funds for  
16 Improvements for properties participating in SCIP in accordance with the procedures set forth  
17 in the Manual.

18       **Section 7.** Pursuant to the Mello-Roos Act and this resolution, the Authority may  
19 conduct proceedings under the Mello-Roos Act to form the CFDs and to have such CFDs  
20 authorize the financing of any or all of the facilities and Fees set forth on Exhibit C, attached  
21 hereto. All of the facilities, whether to be financed directly or through Fees, shall be facilities  
22 that have an expected useful life of five years or longer and are facilities that the City or other  
23 local public agencies, as the case may be, are authorized by law to construct, own or operate,  
24 or to which they may contribute revenue. Exhibit C may be modified from time to time by  
25 written agreement between an authorized representative of the Authority and of the City. The  
26 facilities are referred to herein as the “Improvements,” and the Improvements to be owned by  
27 the City are referred to as the “City Improvements.” The Fees paid or to be paid to the City are  
28 referred to as the “City Fees.”

29       **Section 8.** For Fees paid or to be paid to another agency by any particular CFD (an  
30 “Other Local Agency”), the Authority will obtain the written consent of that Other Local  
31 Agency before issuing Local Obligations to fund such Fees, as required by the Mello-Roos Act.  
32 For the Improvements to be owned by an Other Local Agency, the Authority will separately  
33 identify them in its proceedings, and will enter into a joint community facilities agreement with  
34 such Other Local Agency prior to issuing Local Obligations to finance such Improvements, as  
35 required by the Mello-Roos Act. Each joint community facilities agreement with each Other  
36 Local Agency will contain a provision that the Other Local Agency will provide  
37 indemnification to the City to the same extent that the City provides indemnification to the  
38 Other Local Agency under the terms of this resolution.

39       **Section 9.** At the time of formation of each CFD, the City will certify to the  
40 Commission of the Authority that all of the City Improvements including the improvements to  
41 be constructed or acquired with the proceeds of City Fees to be funded by such CFD are  
42 necessary to meet increased demands placed upon the City as a result of development occurring



1 or expected to occur within the proposed CFDs in the form attached hereto as Exhibit D. Any  
2 appropriate officer or staff of the City is authorized to execute and deliver such certificate in  
3 substantially the form attached hereto as Exhibit D, with such changes as such signatory shall  
4 approve. Joint community facilities agreements with other local agencies will each contain a  
5 requirement that each Other Local Agency will make identical certification in connection with  
6 respect to the Improvements to be owned by, and Fees paid or to be paid to, such Other Local  
7 Agency equivalent to that made by the City in this paragraph.

8 **Section 10.** The Authority will apply the special tax collections initially as required  
9 by the documents under which any Local Obligations are issued; and thereafter, to the extent  
10 not provided in the Local Obligations documents, may pay its own reasonable administrative  
11 costs incurred in the administration of the CFDs. The Authority will remit any special tax  
12 revenues from any particular CFD remaining after the final retirement of all related Local  
13 Obligations to the City and to the other local agencies in the proportions specified in the  
14 Authority's proceedings. The City will apply any such special tax revenues it receives for  
15 authorized City Improvements or City Fees and its own administrative costs only as permitted  
16 by the Mello-Roos Act. The joint community facilities agreements with each Other Local  
17 Agency must require the Other Local Agency to apply the special tax revenues they receive for  
18 their authorized Improvements and Fees under the CFDs and for their own related  
19 administrative costs only as permitted by the Mello-Roos Act.

20 **Section 11.** The Authority will administer the CFDs, including employing and  
21 paying all consultants, annually levying the special tax and all aspects of paying and  
22 administering the Local Obligations, and complying with all State and Federal requirements  
23 appertaining to the proceedings, including the requirements of the United States Internal  
24 Revenue Code. The City will cooperate fully with the Authority in respect of the requirements  
25 of the Internal Revenue Code and to the extent information is required of the City to enable the  
26 Authority to perform its disclosure and continuing disclosure obligations with respect to the  
27 Local Obligations and any revenue bonds, although the City will not participate in nor be  
28 considered to be a participant in the proceedings respecting the CFDs (other than as a party to  
the agreement embodied by this resolution) nor will the City be or be considered to be an issuer  
of the Local Obligations nor any revenue bonds. The Authority is required to obtain a provision  
equivalent to this paragraph in all joint community facilities agreements with each Other Local  
Agency.

**Section 12.** In the event the Authority completes issuance and sale of Local  
Obligations, and Local Obligation proceeds become available to finance the Improvements, the  
Authority shall establish and maintain a special fund for each development project  
(the "Acquisition and Construction Fund"). The portion of Local Obligation proceeds which is  
intended to be utilized to finance the Improvements and Fees shall be deposited in the  
Acquisition and Construction Fund. The Acquisition and Construction Fund will be available  
both for City Improvements and City Fees and for the Improvements and Fees pertaining to  
each Other Local Agency. Subaccounts shall be created as necessary.

**Section 13.** As respects the Authority and each Other Local Agency, the City agrees  
to fully administer, and to take full governmental responsibility for, the construction or  
acquisition of the City Improvements and for the administration and expenditure of the City



1 Fees including but not limited to environmental review, approval of plans and specifications,  
2 bid requirements, performance and payment bond requirements, insurance requirements,  
3 contract and construction administration, staking, inspection, acquisition of necessary property  
4 interests in real or personal property, the holding back and administration of retention payments,  
5 punch list administration, and the Authority and each Other Local Agency shall have no  
6 responsibility in that regard. The City reserves the right, as respects each Participating  
Developer, to require the Participating Developer to contract with the City to assume any  
portion or all of this responsibility. The Authority is required to obtain provisions equivalent  
to this paragraph in the joint community facilities agreement with each Other Local Agency.

7 **Section 14.** The City agrees to indemnify and to hold the Authority, its other  
8 members, and its other members' officers, agents and employees, and each Other Local Agency  
9 and their officers, agents and employees (collectively, the "Indemnified Parties") harmless from  
10 any and all claims, suits and damages (including costs and reasonable attorneys' fees) arising  
11 out of the design, engineering, construction and installation of the City Improvements and the  
12 improvements to be financed or acquired with the City Fees. The City reserves the right, as  
13 respects each Participating Developer, to require the Participating Developer to assume by  
14 contract with the City any portion or all of this responsibility. The Authority is required to  
obtain a provision equivalent to this paragraph in all joint community facilities agreements with  
each Other Local Agency naming the City and its officers, agents and employees as Indemnified  
Parties with respect to each Other Local Agency's respective Improvements and the  
improvements to be constructed or acquired with each Other Local Agency's Fees.

15 **Section 15.** As respects the Authority and each Other Local Agency, the City agrees  
16 – once the City Improvements are constructed according to the approved plans and  
17 specifications, and the City and the Participating Developer have put in place their agreed  
18 arrangements for the funding of maintenance of the City Improvements – to accept ownership  
19 of the City Improvements, to take maintenance responsibility for the City Improvements, and  
20 to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding  
21 paragraph from any and all claims, etc., arising out of the use and maintenance of the City  
22 Improvements. The City reserves the right, as respects the Participating Developer, to require  
the Participating Developer by contract with the City to assume any portion or all of this  
responsibility. The Authority is required to obtain a provision equivalent to this paragraph in  
all joint community facilities agreements with each Other Local Agency naming the City and  
its officers, agents and employees as Indemnified Parties.

23 **Section 16.** The City acknowledges the requirement of the Mello-Roos Act that if  
24 the City Improvements are not completed prior to the adoption by the Commission of the  
25 Authority of the Resolution of Formation of the CFD for each respective development project,  
26 the City Improvements must be constructed as if they had been constructed under the direction  
27 and supervision, or under the authority of, the City. The City acknowledges that this means all  
28 City Improvements must be constructed under contracts that require the payment of prevailing  
wages as required by Section 1720 and following of the Labor Code of the State of California.  
The Authority makes no representation that this requirement is the only applicable legal  
requirement in this regard. The City reserves the right, as respects the Participating Developer,  
to assign appropriate responsibility for compliance with this paragraph to the Participating  
Developer.



1           **Section 17.** The form of the Acquisition Agreement attached hereto as Exhibit B is  
2 hereby approved, and the [Mayor] or such officer's designee (the "Authorized Officer") is  
3 authorized to execute, and deliver to the Participating Developer, the Acquisition Agreement  
4 on behalf of the City in substantially that form, with such changes as shall be approved by the  
Authorized Officer after consultation with the City Attorney and the Authority's bond counsel,  
such approval to be conclusively evidenced by the execution and delivery thereof.

5           **Section 18.** After completion of the City Improvements and appropriate  
6 arrangements for the maintenance of the City Improvements, or any discrete portion thereof as  
7 provided in Section 53313.51 of the Mello-Roos Act and in the Acquisition Agreement, to the  
8 satisfaction of the City, and in conjunction with the City's acceptance thereof, acquisition of  
the City Improvements shall be undertaken as provided in the Acquisition Agreement.

9           **Section 19.** The City hereby consents to the formation of the CFDs in accordance  
10 with this resolution and consents to the assumption of jurisdiction by the Authority for the  
11 proceedings respecting the CFDs with the understanding that the Authority will hereafter take  
12 each and every step required for or suitable for consummation of the proceedings, the levy,  
13 collection and enforcement of the special tax, and the issuance, sale, delivery and administration  
of the Local Obligations, all at no cost to the City and without binding or obligating the City's  
general fund or taxing authority.

14           **Section 20.** The terms of the Agreement embodied by this resolution may be  
15 amended by a writing duly authorized, executed and delivered by the City and the Authority,  
16 except that no amendment may be made after the issuance of the Local Obligations by the  
17 Authority that would be detrimental to the interests of the bondholders without complying with  
18 all of the bondholder consent provisions for the amendment of the bond resolutions, bond  
indentures or like instruments governing the issuance, delivery and administration of all  
outstanding Local Obligations.

19           **Section 21.** Except to the extent of the indemnifications extended to each Other  
20 Local Agency in the Agreement embodied by this resolution, and the City's agreement to take  
21 responsibility for and ownership of the City Improvements, no person or entity, including the  
22 Participating Developer, shall be deemed to be a third party beneficiary of this resolution, and  
23 nothing in this resolution (either express or implied) is intended to confer upon any person or  
entity other than the Authority and the City (and their respective successors and assigns) any  
rights, remedies, obligations or liabilities under or by reason of this resolution.

24           **Section 22.** The City shall be identified as a third-party beneficiary of all joint  
25 community facilities agreements between the Authority and each Other Local Agency to the  
26 extent of the indemnification provisions and the provisions whereby each Other Local Agency  
agrees to take responsibility for and ownership of their Improvements.

27           **Section 23.** The appropriate officials and staff of the City are hereby authorized and  
28 directed to make SCIP applications available to all property owners who are subject to Fees for  
new development within the City and/or who are conditioned to install Improvements and to  
inform such owners of their option to participate in SCIP; provided, that the Authority shall be



1 responsible for providing such applications and related materials at its own expense. The staff  
2 persons listed on the attached Exhibit E, together with any other staff persons chosen by the  
3 [City Manager] from time to time, are hereby designated as the contact persons for the Authority  
4 in connection with SCIP.

5 **Section 24.** The appropriate officials and staff of the City are hereby authorized and  
6 directed to execute and deliver such closing certificates, requisitions, agreements and related  
7 documents, including but not limited to such documents as may be required by bond counsel in  
8 connection with the participation in SCIP of any districts, authorities or other third-party entities  
9 entitled to own Improvements and/or to levy and collect fees on new development to pay for  
10 public capital improvements within the jurisdiction of the City, as are reasonably required by  
11 the Authority in accordance with the Manual to implement SCIP and to evidence compliance  
12 with the requirements of federal and state law in connection with the issuance by the Authority  
13 of the Local Obligations and any other bonds for SCIP. To that end, and pursuant to Treasury  
14 Regulations Section 1.150-2, the staff persons listed on Exhibit E, or other staff person acting  
15 in the same capacity for the City with respect to SCIP, are hereby authorized and designated to  
16 declare the official intent of the City with respect to the public capital improvements to be paid  
17 or reimbursed through participation in SCIP.

18 **Section 25.** This Resolution shall take effect immediately upon its adoption. The City  
19 Clerk of the City of Suisun City is hereby authorized and directed to transmit a certified copy  
20 of this resolution to the Secretary of the Authority. This resolution shall remain in force with  
21 respect to any Assessment District and CFD formed until all Local Obligations have been  
22 retired and the authority to levy the special tax conferred by any CFD proceedings and to levy  
23 the assessment conferred by any assessment proceedings has ended or is otherwise terminated.

24 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun  
25 City duly held on Tuesday, the 20<sup>th</sup> day of July 2021, by the following vote:

26 **AYES:** Council Members: \_\_\_\_\_  
27 **NOES:** Council Members: \_\_\_\_\_  
28 **ABSENT:** Council Members: \_\_\_\_\_  
**ABSTAIN:** Council Members: \_\_\_\_\_

29 **WITNESS** my hand and the seal of said City this 20<sup>th</sup> day of July 2021.

30 \_\_\_\_\_  
31 Anita Skinner  
32 City Clerk



**EXHIBIT A TO THE RESOLUTION**

**FORM OF RESOLUTION OF INTENTION  
TO BE ADOPTED BY CSCDA**

**RESOLUTION NO. \_\_SCIP-**

**RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE  
COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE CAPITAL  
IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT  
IMPACT FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE  
PROPOSED STATEWIDE COMMUNITY INFRASTRUCTURE  
PROGRAM ASSESSMENT DISTRICT NO. \_\_\_\_ (*[NAME OF PROJECT]*)  
CITY OF SUISUN CITY COUNTY OF SOLANO, APPROVING A  
PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS,  
FINDINGS AND DETERMINATIONS CONCERNING RELATED  
MATTERS, AND AUTHORIZING RELATED ACTIONS IN  
CONNECTION THEREWITH**

**WHEREAS**, under the authority of the Municipal Improvement Act of 1913 (the “1913 Act”), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the “Code”), the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public improvements (the “Improvement Fees”) and/or to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the [City/County of \_\_\_\_] or another local agency (the “Improvements”) as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the property within the proposed Statewide Community Infrastructure Program Assessment District No. \_\_\_\_ (*[name of project]*) City of Suisun City, County of Solano (the “Assessment District”);

**WHEREAS**, the Commission finds that the land specially benefited by the Improvements and/or the Improvement Fees is shown within the boundaries of the map entitled “Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. \_\_\_\_ (*[name of project]*) City of Suisun City, [County of Solano, State of California,” a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated “Statewide Community Infrastructure Program Assessment District No. \_\_\_\_ (*[name of project]*) [City of Suisun City, County of Solano, State of California”;

**WHEREAS**, the City of Suisun City is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District;

**NOW, THEREFORE, BE IT RESOLVED** that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:



Section 1. The above recitals are true and correct.

Section 2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the "1931 Act"), being Division 4 (commencing with Section 2800) of the Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

Section 3. The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIID of the California Constitution.

Section 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the [County of \_\_\_\_\_] within fifteen (15) days of the adoption of this resolution.

Section 5. The Commission determines that the cost of financing the Improvements and/or the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the financing of the Improvements and/or the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the financing of the Improvements and/or the payment of the Improvement Fees.

Section 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed Assessment District to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

Section 7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

Section 8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.

Section 9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.



Section 10. The amount of any surplus remaining in the improvement fund after acquisition of the Improvements and/or payment of Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

Section 11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

**PASSED AND ADOPTED** by the California Statewide Communities Development Authority this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on \_\_\_\_\_ , 20\_\_.

By \_\_\_\_\_  
Authorized Signatory  
California Statewide Communities  
Development Authority



EXHIBIT A TO THE RESOLUTION OF INTENTION

DESCRIPTION OF WORK

The payment of development impact fees levied within the Assessment District and/or public capital improvements to be acquired and owned by the City of Suisun City or another local agency upon or for the benefit of parcels within the Assessment District, for the project known as [*Project Name*], which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels within the Assessment District have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES

CAPITAL IMPROVEMENTS\*

*\*Capital improvements includes funding for incidental costs associated with the capital improvements, including but not limited to, contingency, design, engineering, and construction management*

*[End of Form of Resolution of Intention]*



**EXHIBIT B TO THE RESOLUTION**  
**FORM OF ACQUISITION AGREEMENT**

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CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

**ACQUISITION AGREEMENT**

BY AND BETWEEN  
CITY OF SUISUN CITY  
AND  
[DEVELOPER]

Dated as of \_\_\_\_\_, 20\_\_



## ACQUISITION AGREEMENT

### Recitals

- A. The parties to this Acquisition Agreement (the “Agreement”) are the CITY OF SUISUN CITY, (the “Local Agency”), and [DEVELOPER], a [*indicate type of legal entity*] (the “Developer”).
- B. The effective date of this Agreement is \_\_\_\_\_, 20\_\_.
- C. The Developer has applied for the financing of, among other things, certain public capital improvements to be owned by the Local Agency (collectively, the “Acquisition Improvements”) through the California Statewide Communities Development Authority (the “Authority”) and its Statewide Community Infrastructure Program (“SCIP”). [*For CFDS:*][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through a community facilities district which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the “Act”). On \_\_\_\_\_, 20[ ], the Local Agency entered into a Joint Community Facilities Agreement authorizing the Authority to form a community facilities district (the “District”) within the territorial limits of the Local Agency to finance, among other things, the Acquisition Improvements. On \_\_\_\_\_, 20[ ], the Authority formed the District and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the District authority on the Authority Commission.] [*For Assessment Districts:*][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through an assessment district (the “District”) which will be administered by the Authority under and pursuant to Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the “1913 Act”) and the issuance of improvement bonds (the “Local Obligations”) under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the “1915 Act” and, together with the “1913 Act” the “Act”).]
- D. The administration, payment and reimbursement of the capital facilities fees is agreed to be governed by the provisions of the SCIP Manual of Procedures as it may be amended from time to time. The administration, payment and reimbursement of the Acquisition Improvements shall be as provided herein.
- E. Under SCIP, the Authority intends to levy [assessments] [special taxes] and issue bonds, in one or more series, to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the [special taxes and] bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the “Available Amount”.
- F. The Authority will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements, which includes authorized discrete and usable portions, if any, of the public capital improvements, pursuant to Section 53313.51 of the Act, to be acquired from the Developer.
- G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.
- H. Any and all monetary obligations of the Local Agency arising out of this Agreement are



the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.

I. Attached to this Agreement are Exhibit A (*Acquisition Improvements and the Eligible Portions thereof*), Exhibit B (*Form of Requisition*), and Exhibit C (*Bidding, Contracting and Construction Requirements for Acquisition Improvements*), all of which are incorporated into this Agreement for all purposes.

In consideration of Recitals A through I, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

## Agreement

### ARTICLE I

#### DEFINITIONS; DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition and Construction Fund” means the “[Local Agency] Acquisition and Construction Fund” established by the Authority pursuant to Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements and which fund may be held as a subaccount within a fund established under the Authority Trust Agreement and may be commingled with acquisition and construction fund monies available for other public capital improvements.

“Acquisition Improvement” shall have the meaning assigned to such term in the recitals and are further described in Exhibit A.

“Acquisition Price” means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement as provided in Section 2.03 not to exceed the Actual Cost of the Acquisition Improvement.

“Act” has the meaning ascribed thereto in Recital C.

“Actual Cost” means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the Local Agency and as certified by the Local Agency Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer’s cost of any performance, payment and maintenance bonds and insurance, including



title insurance, required hereby for such Acquisition Improvement, (d) the Developer's cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the Local Agency or its designee, (e) the Developer's cost of environmental evaluation or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, (g) the Developer's cost for construction and project management, administration and supervision services for such Acquisition Improvement, (h) the Developer's cost for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to such Acquisition Improvement.

"Actual Cost Certificate" means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, or an Eligible Portion thereof, to be acquired hereunder, as may be revised by the Local Agency Engineer pursuant to Section 2.03.

"Agreement" means this Acquisition Agreement, dated as of [\_\_\_\_\_], 20[\_\_\_].

"Authority" means the California Statewide Communities Development Authority.

"Authority Trust Agreement" means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

"Authority Trustee" means the financial institution identified as trustee in an Authority Trust Agreement.

"Available Amount" shall have the meaning assigned to the term in Recital E.

"Bonds" means bonds or other indebtedness issued by the Authority as tax-exempt or taxable bonds or other indebtedness, in one or more series, that is to be repaid by the District.

"Code" means the Streets and Highways Code or the Government Code of the State of California, as applicable.

"Developer" means [*Developer*], its successors and assigns.

"Disbursement Request Form" means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof in substantially the form contained in Exhibit B hereto.

"District" shall have the meaning assigned to the term in Recital C.

"Eligible Portion" shall have the meaning ascribed to it in Section 2.03 below.



“Installment Payment” means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

“Local Agency” means the City of Suisun City.

“Local Agency Engineer” means the Engineer of the Local Agency or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Project” means the Developer’s development of the property in the District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the District.

[“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the District to be levied by the Commission of the Authority.]

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the Local Agency of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Participation in SCIP. [*For CFDs:*][The Local Agency has entered into a Joint Community Facilities Agreement with the Authority for the purpose of accepting applications from time to time of developers within the Local Agency’s jurisdictional boundaries.] Developer has applied for financing through SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Acquisition Account (as defined in Section 1.03 below), neither the Developer nor the Local Agency shall have any obligations under this agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount.

(a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the Acquisition Account.

(b) The Authority will cause the SCIP Trustee to establish and maintain an account (the “Acquisition Account”) for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any



remaining funds in the Acquisition and Construction Fund (less any amount determined by the Local Agency as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority [to call Bonds or to reduce Special Taxes as the Authority shall determine][as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the District].

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

## ARTICLE II

### DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the [Local Agency]. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with the requirements set forth in Exhibit C hereto with respect to the bidding and contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the [Local Agency] each Acquisition Improvement to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not



already publicly owned), when the Acquisition Improvement is has been constructed and is complete to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an “Eligible Portion”). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Amounts allocated to an Acquisition Improvement will be further allocated among the Eligible Portions of that Acquisition Improvement, if any, in the same proportion as the amount to be reimbursed for hard costs for each Eligible Portion bears to the amount to be reimbursed for hard costs for the entire Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. The costs of certain environmental mitigation required to mitigate impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the Acquisition Account and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the Acquisition Account equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the Acquisition Account shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the Acquisition Account at the time such payment is requested.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all Local Agency regulations and ordinances and is otherwise complete and ready for acceptance



by the Local Agency, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the [assessments/Special Taxes] of the District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) All due and payable property taxes, and installments of [assessments/Special Taxes] shall be current on property owned by the Developer or under option to the Developer that is subject to the lien of the District.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the Program Administrator. The Program Administrator will review the SCIP Requisition and forward it with instructions to the SCIP Trustee and the SCIP Trustee shall make payment directly to the Developer of such amount pursuant to the SCIP Trust Agreement. The Local Agency and the Developer acknowledge and agree that the SCIP Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The SCIP Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

### ARTICLE III

#### MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions,



damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and,



in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

If to the Local Agency:

City of Suisun City  
[Address to come]

If to the Developer:

[Developer]  
[Address to come]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in



damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

*[The remainder of this page intentionally left blank]*



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

CITY OF SUISUN CITY

By: \_\_\_\_\_  
Mayor

ATTEST:  
City Clerk of the City of Suisun City

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

[DEVELOPER],  
a *[indicate type of legal entity]*

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)



Exhibit A to the Acquisition Agreement

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

*[To be completed based on Final Engineer's Report]*

*Funding includes amounts for incidental costs associated with the capital improvements, including, but not limited to, contingency, design, engineering, and construction management.*

ACQUISITION IMPROVEMENTS	TOTAL AMOUNT*
[ ] .....	\$[ ]
[ ] .....	\$[ ]

---

\* Estimated. Acquisition Price will be determined based on Actual Cost as further described in this Acquisition Agreement.



**Exhibit B to the Acquisition Agreement**

FORM OF SCIP REQUISITION

To: BLX Group LLC  
SCIP Program Administrator  
777 S. Figueroa St., Suite 3200  
Los Angeles, California 90017  
Attention: Vo Nguyen  
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the CITY OF SUISUN CITY hereby requests a withdrawal from the [DEVELOPER] ACQUISITION ACCOUNT, as follows:

Request Date: [Insert Date of Request]

Name of Developer: [Developer]

Withdrawal Amount: [Insert Acquisition Price]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the Acquisition Account, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.
4. To the extent the Withdrawal is being made prior to the date bonds have been issued on behalf of SCIP, this withdrawal form serves as the declaration of official intent of the CITY OF SUISUN CITY, pursuant to Treasury Regulations 1.150-2, to reimburse with respect expenditures made from the Acquisition Account listed above in the amount listed above.

CITY OF SUISUN CITY

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

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



**EXHIBIT C TO THE RESOLUTION**  
**ELIGIBLE FACILITIES AND FEES**

Eligible facilities and fees that may be financed by a CFD formed by CSCDA through SCIP include all improvements and fees authorized under the Mello-Roos Act, including but not limited to the following:

**Transportation Improvements**

Eligible roadway improvements include, but are not limited to: acquisition of land and easements; roadway design; project management; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site), enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters, bus and transit improvements including transfer stations and regional public transit improvements; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed herein also include any and all necessary underground potable and recycled water, sanitary sewer, and storm drainage system improvements.

**Water System Improvements**

Authorized facilities include any and all water facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: water storage, treatment and distribution facilities including waterlines and appurtenances, gate valves, pressure reducing stations, flow meters, fire hydrants, and other improvements related thereto such as site clearing, grading and paving; curbs and gutters; booster pump stations & power; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

**Recycled Water System Improvements**

Authorized facilities include any and all recycled water system facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: treatment and distribution facilities including pipelines and appurtenances, gate valves, flow meters, booster pump pressurization system, and other improvements related thereto - such as site clearing, grading and paving; curbs and gutters; booster pump stations; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

**Drainage System Improvements**

Authorized facilities include any and all drainage and storm drain improvements designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: excavation and grading, pipelines and appurtenances, outfalls and water quality measures, detention/retention basins, drainage pretreatment facilities, drainage ways/channels, pump stations, landscaping and irrigation; access roads, gates, and fencing; and striping and signage and other improvements related thereto.

**Wastewater System Improvements**

Authorized facilities include any and all wastewater facilities designed to meet the needs of



development within the CFD. These facilities include, but may not be limited to, pipelines and all appurtenances thereto; manholes; tie-in to existing main lines; force mains; lift stations; upgrades to existing lift stations; odor-control facilities; and permitting related thereto; and related sewer system improvements.

### **Park, Parkway and Open Space Improvements**

Authorized facilities include any and all improvements to parks, parkways and open space required for development within the CFD. These facilities include, but may not be limited to: grading, turf, shrubs and trees, landscaping irrigation, site lighting, drainage, sanitary sewer and water service, pedestrian and bicycle trails, protective fencing (including soundwalls), pedestrian/bicycle bridges, storm drain crossings, wetland mitigation, hawk mitigation for authorized facilities herein, access gates and fencing and related open space improvements. Authorized facilities include acquisition of any and all parkland as well as open space/bike trail/public access easements required for development within the CFD.

### **School and Educational Facilities**

Authorized facilities include classroom renovation, updates to school safety and security systems, technology improvements, energy efficiency improvements, school modernization and retrofitting, and new classroom and school construction as required for development within the CFD.

### **Development Impact Fees**

Authorized facilities include the direct funding of any of the above referenced facility types for which the Local Agency collects a development impact fee.

### **Other Incidental Expenses and Bond Issuance Costs**

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to, the cost of planning and designing the facilities (including the cost of environmental evaluation, remediation and mitigation); engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the public facilities; costs of project/construction management; costs (including the costs of legal services) associated with the formation of the CFD; issuance of bonds (if any); determination of the amount of taxes; collection of taxes; payment of taxes; costs of calculating and providing reimbursements from one-time special tax payments; or costs otherwise incurred in order to carry out the authorized purposes of the CFD; and any other expenses incidental to the formation and implementation of the CFD and to the construction, completion, inspection and acquisition of the authorized facilities.



**EXHIBIT D TO THE RESOLUTION**

FORM OF INCREASED DEMANDS CERTIFICATE

To: California Statewide Communities Development Authority

Re: Statewide Community Infrastructure Program – Community Facilities District for  
[*Project*]

The undersigned, a duly authorized officer of the CITY OF SUISUN CITY (the “Local Agency”) hereby certifies that the public capital improvements and development impact fees identified below are necessary to meet increased demands placed upon the Local Agency as a result of development within the proposed community facilities district for the [*Project*]:

[*List improvements/fees here*]

CITY OF SUISUN CITY

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

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



**EXHIBIT E TO THE RESOLUTION**

**CITY OF SUISUN CITY CONTACTS FOR SCIP PROGRAM**

**Primary Contact**

Name:  
Title:  
Mailing Address:  
Delivery Address (if different):  
E-mail:  
Telephone:  
Fax:

**Secondary Contact**

Name:  
Title:  
Mailing Address:  
Delivery Address (if different):  
E-mail:  
Telephone:  
Fax:

*[Add additional contacts as needed]*



**CERTIFICATION OF RESOLUTION**

I, the undersigned, the duly appointed and qualified City Clerk of the City of Suisun City, do hereby certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a regular meeting of the City Council of the City of Suisun City duly and regularly held at the regular meeting place thereof on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, of which meeting all of the members of said City Council had due notice and at which a majority thereof were present.

An agenda of said meeting was posted at least 72 hours before said meeting at \_\_\_\_\_, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

**Notice of public was published in [name of newspaper] at least 5 days prior to the hearing.**

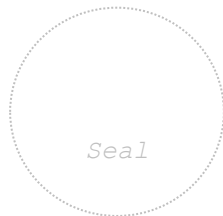
I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
City Clerk of the City of Suisun City

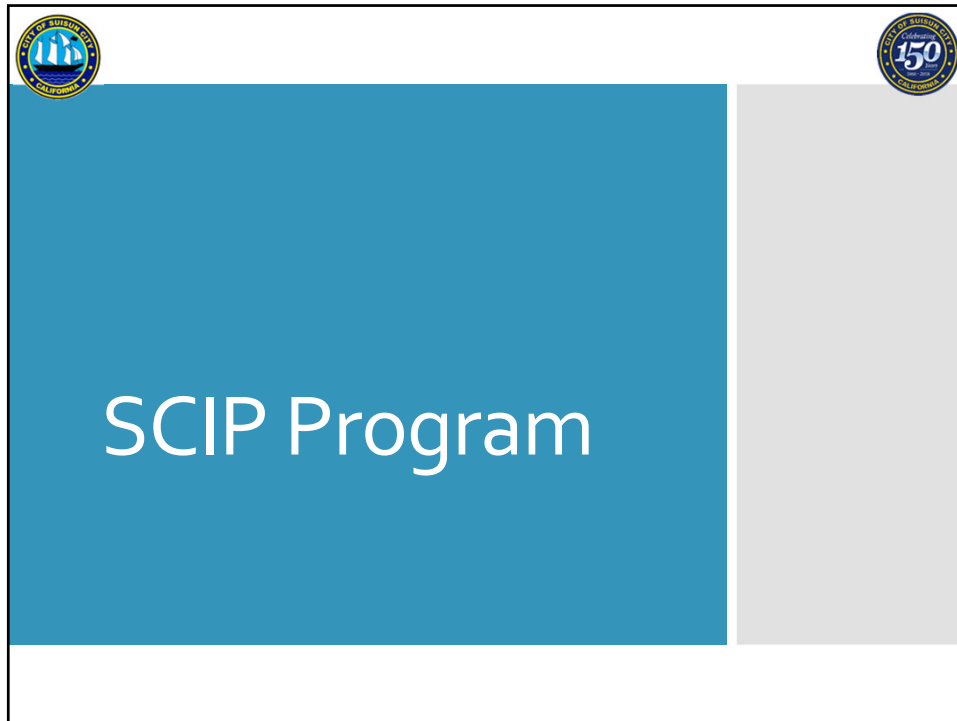
By: \_\_\_\_\_



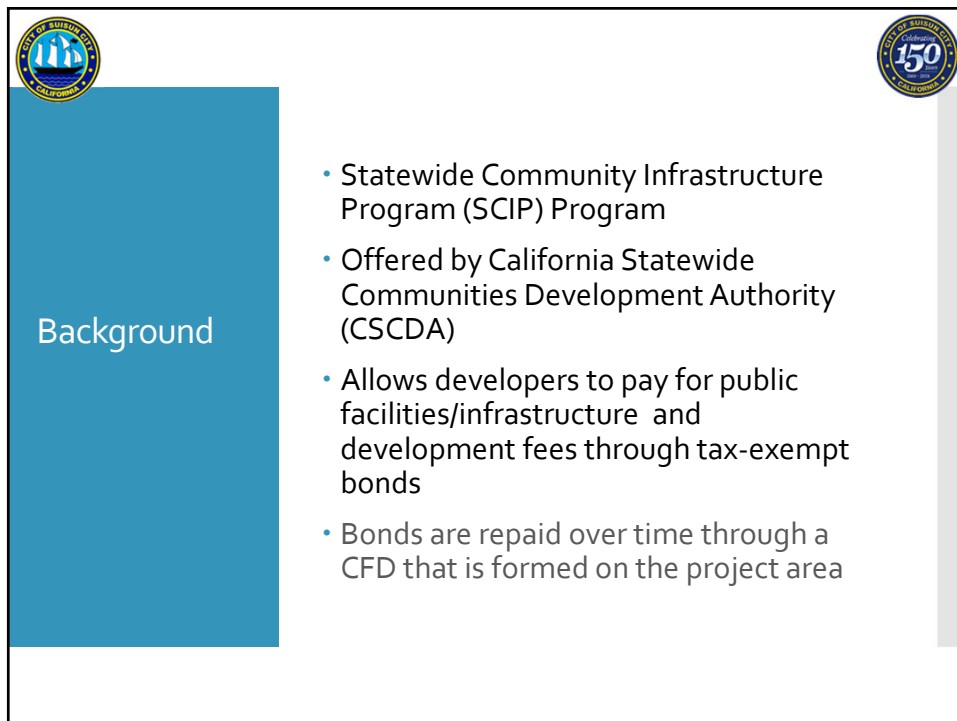


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## Background

- There is no cost to Suisun City to participate
- The financing is handled by CSCDA
- City is not liable to repay bonds
- This is a tool to assist developers interested in developing in Suisun City

3



## Recommendation

- Adopt Resolution Authorizing the City to Join the Statewide Community Infrastructure Program (SCIP); Authorizing the California Statewide Communities Development Authority(CSCDA) to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments and Special Taxes and to Form Assessment Districts and Community Facilities Districts Within the Territory of the City of Suisun City; Embodying a Joint Community Facilities Agreement Setting Forth the Terms and Conditions of Community Facilities District Financings; Approving Form of Acquisition Agreement for Use When Applicable; and Authorizing Related Actions.

4



## AGENDA TRANSMITTAL

**MEETING DATE:** July 20, 2021

---

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2021-\_\_\_: A Resolution of the City Council of the City of Suisun City Approving Funding Plan for Solano Transportation Authority/City Joint Parking Lot

---

**FISCAL IMPACT:** The funding will come from Transportation Development Act (TDA) funds over a three-year period. No General Funds will be used.

---

**STRATEGIC PLAN IMPACT:** Provide Good Governance.

---

**BACKGROUND:** During site selection for the Solano Transportation Authority (STA) office building, the City Council indicated that they would participate in the cost of developing a joint City/STA parking lot to help defray costs for STA and incentivize STA to remain in downtown Suisun City.

---

**STAFF REPORT:** The STA building is currently under construction and on track to open by the end of this year in downtown Suisun City. As authorized by Council, the Mayor and City Manager have met several times with STA to discuss the proposed parking lot and funding plan and how the cost should be shared. The recommendations are as follows:

- Develop a parking lot with an estimated minimum 60 spaces, with 8 covered and secured spaces for micro-transit and shared mobility.
- STA will have access during working hours and occasional night meetings.
- City would have access to lot on weekends and after work hours for extra parking and special events.
- Both agencies would share the cost for construction and maintenance.
- Design of facility to be a joint effort.
- Estimated cost of acquisition, design, and construction is approximately \$3M.
- STA would cover 2/3 of the cost and Suisun City would cover 1/3 of the cost.
- Suisun City would pay city share through TDA funding over a three-year period (\$250k/\$250k/\$500k) starting FY 2021/22.
- City to provide dedicated maintenance staff person to Train Depot/Park and Ride lot/joint parking lot also funded by TDA funds.
- City to dedicate \$25k/yr in TDA funds for future maintenance starting the year after construction is completed.
- Work to begin in Fall 2021, pending approvals.

---

**RECOMMENDATION:** Council Adoption of Resolution No. 2021-\_\_\_: A Resolution of the City Council of the City of Suisun City Approving Funding Plan for Solano Transportation Authority/City Joint Parking Lot

---

**PREPARED /APPROVED BY:**

Greg Folsom, City Manager



---

**ATTACHMENTS:**

1. Resolution No. 2021-\_\_\_\_: A Resolution of the City Council of the City of Suisun City  
Approving Funding Plan for Solano Transportation Authority/City Joint Parking Lot
2. PowerPoint Presentation



**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPROVING FUNDING PLAN FOR STA/CITY JOINT PARKING LOT**

**WHEREAS**, it is to the benefit of downtown Suisun City to have professionals working downtown, supporting local restaurants and businesses; and

**WHEREAS**, retaining the Solano Transportation Authority (STA) in downtown Suisun City was a goal of the City Council; and

**WHEREAS**, Solano Transportation Authority (STA) is building their headquarters office building in downtown Suisun City; and

**WHEREAS**, Suisun City offered to participate in the funding of the parking lot in exchange for a joint use; and

**WHEREAS**, the parking lot is estimated to have a minimum 60 spaces with eight covered and secured spaces for micro-transit and shared mobility; and

**WHEREAS**, STA will have access during working hours and occasional night meetings and the City would have access to lot on weekends and after work hours for extra parking and special events; and

**WHEREAS**, both agencies would share the cost for construction and maintenance; and

**WHEREAS**, design of facility will be a joint effort; and

**WHEREAS**, the estimated cost of acquisition, design, and construction is approximately \$3 million; and

**WHEREAS**, STA will cover 2/3 of the cost and Suisun City will cover 1/3 of the cost; and

**WHEREAS**, Suisun City would pay the city share through TDA funding over a three-year period (\$250k/\$250k/\$500k) starting FY 2021/22; and

**WHEREAS**, City to provide dedicated maintenance staff person to Train Depot/Park and Ride lot/joint parking lot also funded by TDA funds; and

**WHEREAS**, City to dedicate \$25k/yr in TDA funds for future maintenance starting the year after construction is completed.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Suisun City supports a resolution for consideration at the League General Assembly (Exhibit A), assembled at the League Annual Conference on September 24, 2021 in Sacramento, California, that the League calls upon the U.S. Congress to introduce legislation that would establish a fundamental human right to housing, making housing and homelessness a priority to fund cities directly so they can address the problem on a local level.



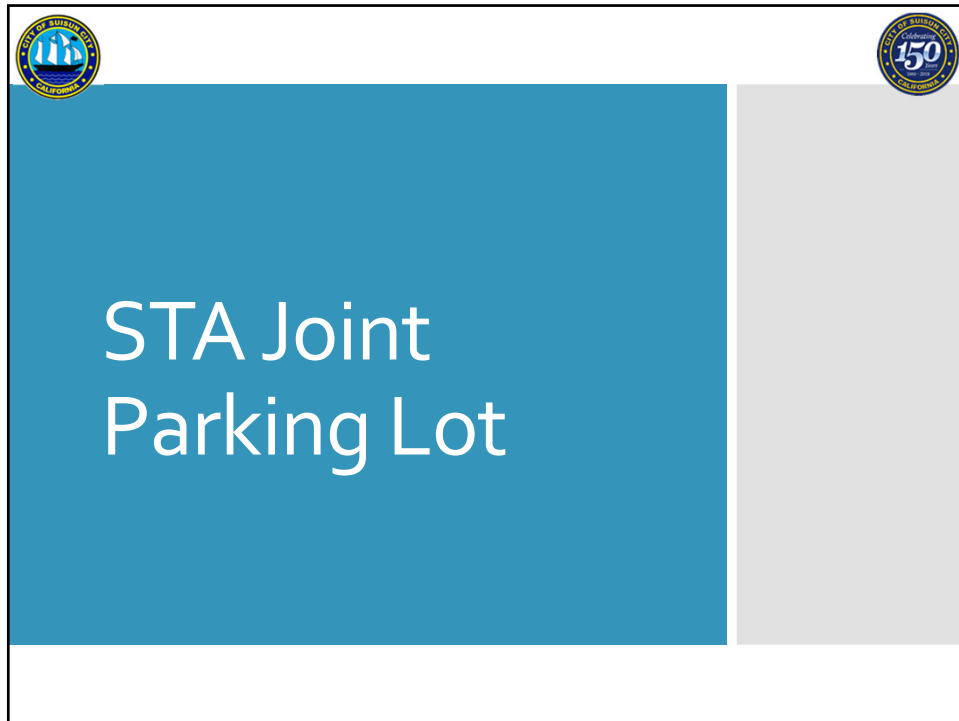
**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun  
City duly held on Tuesday, the 20<sup>th</sup> day of July 2021, by the following vote:

<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 20<sup>th</sup> day of July 2021.

\_\_\_\_\_  
Anita Skinner  
City Clerk



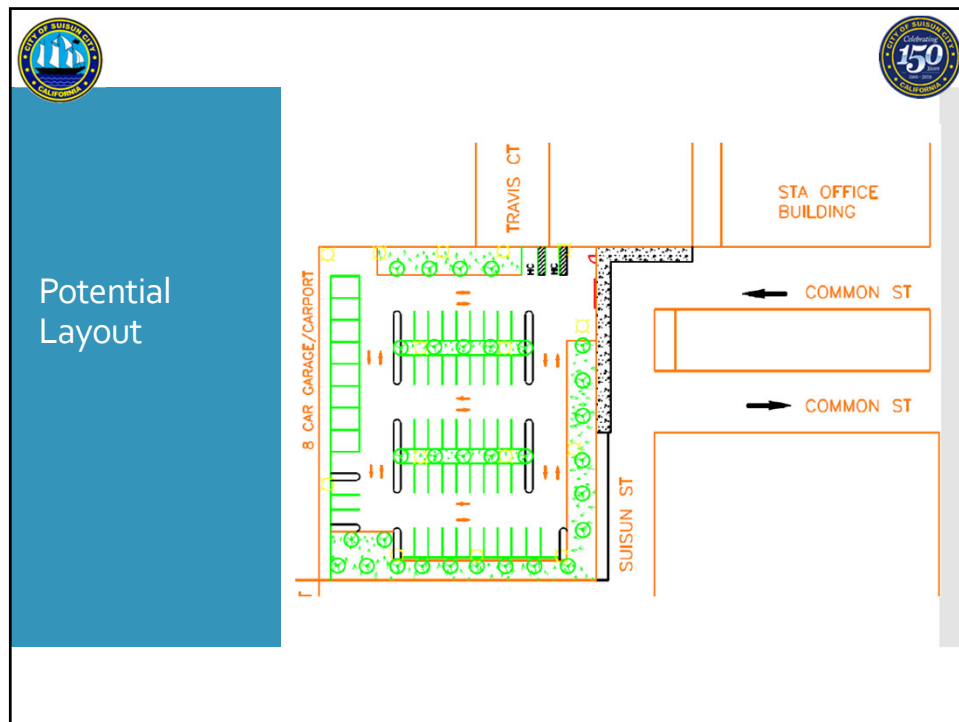


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2





3






## Key Points

- Develop a parking lot with an estimated minimum 60 spaces, with 8 covered and secured spaces for micro-transit and shared mobility.
- STA will have access during working hours and occasional night meetings.
- City would have access to lot on weekends and after work hours for extra parking and special events.
- Both agencies would share the cost for construction and maintenance.
- Design of facility to be a joint effort.
- Estimated cost of acquisition, design, and construction is approximately \$3M.

4







## Key Points

- STA would cover 2/3 of the cost and Suisun City would cover 1/3 of the cost.
- Suisun City would pay city share through TDA funding over a three-year period (\$250k/\$250k/\$500k) starting FY 2021/22.
- City to provide dedicated maintenance staff person to Train Depot/Park and Ride lot/joint parking lot also funded by TDA funds.
- City to dedicate \$25k/yr in TDA funds for future maintenance starting the year after construction is completed.
- Work to begin in Fall 2021, pending approvals.

5



## Timeline

- STA Building Oversight Committee – June 29<sup>th</sup>
  - Design to be include future mixed uses of facility
  - City/STA to share 50/50 any upward cost increases by reason of mixed-use design changes
  - City to dedicate maint. person to this facility
  - City/STA to enter into an agreement for design, construction, maintenance and use
  - City/Oversight Committee to concur on the design
- STA Exec Committee – July 6<sup>th</sup>

6






## Timeline

- Suisun City Council – July 20<sup>th</sup>
- STA Board – September 8<sup>th</sup>
  - Authority to enter into an agreement - City
  - Authority to enter into an agreement - designer
  - STAF allocation
  - TDA Claim
- Construction Completion – Summer, 2022

7



## Recommendation

- Adopt Council Adoption of Resolution No. 2021-\_\_\_\_: A Resolution of the City Council of the City of Suisun City Approving Funding Plan for Joint Parking Lot

8



## AGENDA TRANSMITTAL

**MEETING DATE:** July 20, 2021

---

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2021-\_\_\_: A Resolution of the City Council of the City of Suisun City Approving Transportation Development Act Fund Allocations.

---

**FISCAL IMPACT:** The funding relates to State Transportation Development Act (TDA) funds and does not impact the General Fund.

---

**STRATEGIC PLAN IMPACT:** Provide Good Governance, Ensure Fiscal Solvency.

---

**BACKGROUND:** Fairfield and Suisun City operate a joint transit service (Fairfield and Suisun Transit – FAST) under an expired agreement (Attachment 2). While the general spirit of the agreement has been followed, there are a number of terms that have not been strictly followed.

Every year the city of Suisun City receives an allocation of funding from the State government under the Transportation Development Act Local Transportation Fund. Historically, Suisun City has received \$1.2M to \$1.4M. Due to Covid-19, that number was reduced by 25% last year but is being made up in this year's allocation. Most of Suisun City's TDA allocation, generally around \$1M, has been claimed by the City of Fairfield for the operation of FAST bus service and paratransit service. Funds also are claimed by Solano Transportation Authority (STA) for Solano Express and other costs.

When staff met with FAST staff earlier this year, FAST staff indicated that administrative fees and capital costs had not previously been charged to Suisun City, but that would need to begin this year. The agreement expired in 1994, but service has continued to the present day. The expired agreement does call for Suisun City to pay a proportionate share of administrative and capital costs. However, since this has not been charged previously, doing so would significantly cut into transit service hours given a fixed amount of funding.

Suisun has historically only claimed \$50,000 of that amount for maintenance of the Train Depot, and has used \$30,000 per year to repay a loan to STA for upgrades to the Train Depot. That loan is now fully repaid.

STA had been a tenant in the Train Depot and has funded a city Maintenance Worker for the last two years, but STA vacated the Train Depot during Covid and will be relocating all their employees to their new building when it opens at the end of this year. However, there is still a need to maintain/improve the building, the landing, the plaza, and the parking lot in order to increase ridership at the Depot.

There are two additional issues that are gaining much more momentum recently regarding transit. First, there is general consensus between staff, STA, and consultants for FAST that micro-transit is the future for transit in Suisun City. FAST currently operates fixed route, fixed schedule routes in

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**PREPARED/APPROVED BY:**

Greg Folsom, City Manager



Suisun City. Microtransit is a highly flexible routing and/or highly flexible scheduling of minibus vehicles shared with other passengers that is accessed via an app, similar to Uber or Lyft. Both FAST and STA have put in applications for American Rescue Plan funds to purchase microtransit vehicles for Suisun City.

The other issue is an ongoing discussion by STA to consolidate the many local transit operators into a single, regional operation that could be run more efficiently. During the July 14<sup>th</sup> STA board meeting, the Board provided near unanimous consensus to begin moving in that direction, which likely means that future financial support for FAST by regional planning entities such as STA or the Metropolitan Transportation Commission will be declining, as Supervisor Jim Spering has been saying for a while.

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**STAFF REPORT:** For FY 2021/22, Suisun City has a claim to \$1.7M in TDA funding. Normally, the City of Fairfield claims the majority of Suisun City funds for the joint operation of the Fairfield and Suisun Transit (FAST) bus service, and STA claims the rest for various programs and manages Suisun City's \$50,000 claim. However, Suisun City has a much larger need for the use of funds now. Attachment 3 shows how TDA funds were allocated in FY 2020-21.

Since STA will no longer be funding the Maintenance Worker, \$80,000 will be needed to fund the position. There are plenty of opportunities to improve the parking lot, the plaza, the depot, and the landing area. Staff is suggesting increasing the amount retained for maintenance/CIP to \$250,000 per year, which would be a total claim of \$330,000. In addition, the Joint Parking Lot with STA will require an additional claim. This expense is discussed in another staff report, but is currently expected to be around \$250,000 in FY 2021-22.

An increase in the claim of TDA from \$50,000 to \$580,000 will result in a significant reduction in the amount of TDA available for the City of Fairfield to claim for FAST, which will undoubtedly result in a significant impact to the current fixed route bus service in Suisun City.

Attachment 3 includes a breakdown of the funds that would be available for FAST to claim if Suisun City claimed \$580,000 as described above and given the other required allocations to Solano Express and to STA for Planning and the Joint Parking Lot. The maximum amount remaining for allocation to Fairfield would be \$710,280 leaving no remaining balance. FAST staff will be available to discuss what this amount could fund.

Staff recommends approving the Transportation Development Act Fund allocations as shown on Attachment 3 with remaining allocation to Fairfield or providing direction for alternate allocations.

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**RECOMMENDATION:** Council Adoption of Resolution No. 2021-\_\_\_: A Resolution of the City Council of the City of Suisun City Approving Transportation Development Act Fund Allocations.



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**ATTACHMENTS:**

1. Resolution No. 2021-\_\_\_: A Resolution of the City Council of the City of Suisun City Approving Transit Development Act Fund Allocations.
2. FAST Agreement
3. TDA Fund Allocations
4. PowerPoint Presentation



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**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPROVING TRANSPORTATION DEVELOPMENT ACT FUND ALLOCATIONS**

**WHEREAS**, every year the city of Suisun City receives an allocation of funding from the State government under the Transportation Development Act (TDA) Local Transportation Fund; and

**WHEREAS**, most of Suisun City's annual TDA allocation has been claimed by the City of Fairfield for the operation of FAST bus service and paratransit service; and

**WHEREAS**, Suisun City has a need to fund a Maintenance Worker position out of TDA funds; and

**WHEREAS**, Suisun City has a need to fund Capital Improvement Projects and maintenance of the Train Depot, Parking lot, and associated grounds out of TDA funds; and

**WHEREAS**, Suisun City has a need to fund the construction costs of the STA/City Joint Parking Lot with TDA funds; and

**WHEREAS**, the STA Board of Directors has consensus to move toward consolidated transit operations rather than numerous local transit operations; and

**WHEREAS**, there is still a need to at least temporarily fund fixed route bus service operations through FAST; and

**WHEREAS**, there are funds remaining to at least temporarily fund fixed route bus service operations through FAST after allocating for necessities and microtransit.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Suisun City approves a resolution approving Transit Development Act Fund Allocations as described in Attachment 2.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 20<sup>th</sup> day of July 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 20<sup>th</sup> day of July 2021.

\_\_\_\_\_  
Anita Skinner  
City Clerk



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AN AGREEMENT BETWEEN THE CITY OF FAIRFIELD  
AND THE CITY OF SUISUN CITY FOR THE PROVISION OF  
GENERAL PUBLIC FIXED ROUTE AND PARATRANSIT SERVICES

THIS AGREEMENT is made and entered into this 1st day of June 1993, by and between the CITY OF FAIRFIELD, a municipal corporation (hereinafter "Fairfield"), and the City of Suisun City (hereinafter "Suisun City"), a municipal corporation.

W I T N E S E T H

WHEREAS, Fairfield and Suisun City have determined that general public fixed route and paratransit transit service are important services, and

WHEREAS, Fairfield and Suisun City are presently providing fixed route and paratransit services to their residents through a joint agreement, and

WHEREAS, both cities have benefitted from operational efficiencies and economies of scale which have been realized through the consolidation of the services, and

WHEREAS, residents of both cities will benefit from the more accessible and efficient routing, service and fare structure which can be realized through a single, regional transit system; and

WHEREAS, Fairfield is able and willing to continue administering the consolidated system, and currently owns adequate transit capital and rolling stock and has sufficient personnel to provide service to both cities;

NOW, THEREFORE, Fairfield and Suisun City hereto agree as follows:

I. GENERAL CONCEPT

A. General public fixed route and paratransit transit service shall be available to residents of Fairfield and Suisun City, and shall be called the Fairfield/Suisun Transit system.

B. Passenger routes and fares shall be established by the annual Short Range Transit Planning (S RTP) process. The S RTP will be developed jointly by Fairfield and Suisun City. Fares shall be charged to all transit users and a fare schedule shall be published and made available to the general public. No schedule or fare changes shall occur unless identified and adopted through the S RTP process.

C. Service shall be provided Monday through Saturday. No service shall be provided on Sunday, or the following holidays;



New Year's Day, Presidents's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. The actual operating days and times shall be based upon the published schedule available to the general public.

D. The Federal Transit Administration (FTA) allocates funding to the Fairfield/Suisun Urbanized area on the basis of population. The consolidation of the two systems required that Fairfield purchase two 30-foot buses in order to service Suisun City's portion of the system, at a cost of approximately \$350,000. As a result, Suisun City hereby waves its right to any allocation of FTA funding for the duration of this contract.

E. All buses used on the Suisun City portion of the system shall be accessible to the mobility impaired.

F. Capital needs shall be determined by the Public Works Directors of Fairfield and Suisun City through the Short Range Transit Planning process and the cost of all future capital purchases shall be shared by Fairfield and Suisun City. Cost allocation shall be based upon the percent of population of each city relative to the total population of both cities. Population figures shall be based upon the latest State Department of Finance estimates.

## II. Administration

A. The staffs of Fairfield and Suisun City shall coordinate on a routine basis regarding system operation and anticipated minor adjustments to the fixed route and paratransit bus system. Fairfield shall be responsible for the day-to-day administration relative to the general public fixed route and paratransit services, including routes, fare schedules, maintaining records, recording ridership, fare charges, and reviewing for accuracy the monthly invoice from the contract operator.

B. Fairfield shall coordinate with Suisun City regarding the preparation of the annual budget and provide the final budget prior to the beginning of each operating (fiscal) year.

C. Fairfield shall provide Suisun City with a quarterly statement of program activity including the number of trips served, hours of service, fares collected and other important operating data.

D. Fairfield's cost to administer and operate the Suisun City portion of the system shall be included in monthly invoices and the monthly statement of expense as outlined in Attachment A and B.

E. Suisun City shall compensate Fairfield for its administration and operation of the Suisun City portion of the



system in accordance with Attachments A and B of this agreement incorporated herein by this reference.

F. Suisun City shall be responsible for installing all bus stops within the incorporated boundaries of Suisun City. Fairfield shall provide the bus stop signs and fasteners. Suisun City shall furnish the sign post.

### III. CONTRIBUTION OF FUNDS AND FARES

A. For the term of this agreement each city shall allocate an amount at least equal to the cost of their portion of the system, minus eligible fare revenue, as outlined in Attachment A. These costs shall include the maintenance of a 20 percent farebox recovery ratio for the fixed route portion of the system. If one cities portion of the fixed route system fails to recover at least 20 percent of its costs through fares, the affected city shall contribute the difference. This requirement will apply pending a decision of the Metropolitan Transportation Commission (MTC) for a reduction in the farebox recovery ratio if one of the cities so requests. If a lower recovery ratio is granted and a portion of the system does not recover the minimum fare box ratio the affected city must contribute enough money to equal the minimum ratio.

B. Fairfield shall file a Transportation Development Act (TDA) claim with the Metropolitan Transportation Commission (MTC) for all costs for the fixed route and paratransit service. The claim will specifically identify the funding levels Fairfield and Suisun are contributing. Fairfield's and Suisun's contribution will be claimed by Fairfield and drawn from Fairfield's and Suisun's respective Local Transportation Fund (LTF) balance.

C. At the close of each fiscal year, Fairfield shall prepare a year-end balance sheet and shall make adjustments to contributions made so that the cost of service for each portion of the fixed route and paratransit system, including direct and indirect costs are borne by each city. To accomplish this, Fairfield shall provide a year-end report of revenues and expenditures after close of business of the fiscal year. A copy of said financial statement shall be furnished to Suisun City no later than October 1 of the year following the fiscal year of allocation of funds.

D. Fare revenue generated by the Fairfield portion of the system shall be credited to Fairfield's operating cost, and fare revenue generated by the Suisun City portion to Suisun City's operating cost.

### IV. INDEMNIFICATION AND HOLD HARMLESS

The parties to this agreement shall defend, indemnify and hold one another, their respective officers, employees, agents, and



volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of this indemnitor, its officers, agents, employees, and volunteers.

V. NOTICES

All communication between the parties shall be deemed given when made in writing and delivered or mailed to such party at its address, as follows:

FAIRFIELD: Public Works Director  
City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

SUISUN CITY: Public Works Director  
Suisun City  
701 Civic Center Drive  
Suisun City, CA 94585

VI. TERM

The term of this contract shall commence July 1, 1993 and shall end June 30, 1994.

VII. AMENDMENT

No amendment of this contract nor any extensions of the term hereof shall be effective for any purpose unless reduced in writing and signed by the parties hereto.

VIII. CANCELLATION

A. Each party shall have the unilateral right to cancel this contract upon thirty (30) days written notice delivered to the other. In the event either party elects to cancel its participation under this contract, such party shall have no obligation to make further contributions that would become due after the effective date of such cancellation; all contributions



due by such canceling party as of the effective date of cancellation shall continue to be due and payable to the program.

B. In the event of cancellation by either party, Fairfield shall undertake to account for all receipts and expenditures under this program through the effective date of cancellation and will return any unused and uncommitted contributions of Suisun City.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year hereinabove written.

CITY OF FAIRFIELD,  
Municipal Corporation

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

Mayor of Fairfield

CITY OF SUISUN CITY  
Municipal Corporation

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

Mayor of Suisun City



Attachment A

Part I - Operating, Administrative and Capital Description/Costs  
for Fairfield/Suisun City  
Local Fixed Route Transit System

Contracted (DTS Contract) Operating Cost Allocation

The contracted general public fixed route transit service operating budget shall approximate \$777,579. Fairfield and Suisun City shall assume an equitable share of these costs based upon the following schedule:

	<u>Total(1) Operating Days</u>	<u>Total(2) Operating Hours</u>	<u>Total(3) Operating Cost</u>
Fairfield	307	28,088 ( 75.05%)	\$583,573
Suisun City	307	<u>9,338 ( 24.95%)</u>	<u>194,006</u>
TOTALS		37,426 (100.00%)	\$777,579

Notes: (1) Operating from July 1, 1993 to June 30, 1994.  
(2) Total operating hours @ \$20.78/hr. The per hour cost is based upon a total operating cost of \$777,579 divided by the total operating hours (\$777,579/37,426 hrs. = \$20.78)

Administrative, Fuel, and Maintenance Cost Allocation

The general public fixed route transit service administrative, fuel and maintenance budget (salaries, office supplies, accounting fees, consultant studies, vehicle insurance, advertising, fuel, vehicle and shelter maintenance and other general expenses) shall approximate \$718,576, and shall be shared by both Fairfield and Suisun City. Cost allocation shall be based upon the percent of operating hours for each of Fairfield's and Suisun City's route(s) relative to the total hours operated for the entire program. The following schedule identifies the actual cost allocation:

	<u>Total(1) Operating Days</u>	<u>Total(2) Operating Hours</u>	<u>Total(3) Operating Cost</u>
Fairfield	307	28,088 ( 75.05%)	\$539,291
Suisun City	307	<u>9,338 ( 24.95%)</u>	<u>179,285</u>
TOTALS		37,426 (100.00%)	\$718,576



Notes: (1) Operating from July 1, 1993 to June 30, 1994.  
(2) Total operating hours @ \$19.20/hr. The per hour cost is based upon a total administrative, fuel and maintenance cost of \$718,576 divided by the total operating hours (\$718,576/37,426 hrs. = \$19.20)

TOTAL OPERATING AND ADMINISTRATIVE COST:

	<u>DTS Contract Operating</u>	<u>Administration, Fuel &amp; Maintenance</u>	<u>Total</u>
Fairfield	\$ 583,573	\$ 539,291	\$1,122,864
Suisun City	<u>194,006</u>	<u>179,285</u>	<u>373,291</u>
Total	\$ 777,579	\$ 718,576	\$1,496,155

PROJECTED REVENUE:

	<u>Hours Of Service</u>	<u>Passengers/ Hour</u>	<u>Ave. Fare/ Passenger</u>	<u>Total Fares</u>	<u>20% Of Operating Cost</u>
Fairfield	28,088	16.95	\$0.49	\$233,118	\$224,573
Suisun City	<u>9,338</u>	<u>18.65</u>	<u>0.50</u>	<u>86,654</u>	<u>74,658</u>
Total	37,426				

ESTIMATED DEFICIT AND FAREBOX RECOVERY RATIOS

	<u>Fairfield</u>	<u>Suisun City</u>
Total Operating Cost	\$1,122,864	\$373,291
Farebox Revenue	233,118	86,654
Net Operating Cost	889,746	286,637
Difference of Farebox Ratio		
To Required 20%	-0-	-0-
Total Subsidy	889,746	286,637

Farebox Recovery Ratio

Fairfield:

$\frac{\$233,118}{\$1,122,864 - \$93,510 \text{ (insurance)}} = 22.64\%$

Suisun City:

$\frac{\$86,654}{\$373,291 - \$18,702 \text{ (insurance)}} = 24.44\%$



CAPITAL COST

Suisun shall purchase one fixed route bus during the term of this agreement, at an approximate cost of \$200,000.



Attachment A

Part II - Operating and Administrative Description/Costs  
for Fairfield/Suisun City  
General Public Intercity Fixed Route Transit System

1. GENERAL DESCRIPTION

a. General public intercity fixed route local and commuter bus service will be available to residents of Fairfield and Suisun. The service shall generally consist of intercity bus service between the Fairfield/Suisun City area, and El Cerrito Del Norte BART station and U.C. Davis.

b. Non-express local service to/from El Cerrito BART Station shall depart and arrive in Fairfield at Solano Mall Monday through Saturday. Express commuter service to/from El Cerrito BART station shall depart and arrive at the Suisun City Park-and-Ride lot/Amtrak station. Interim points served by the non-express service shall include Solano College and Vallejo.

c. Non-express local service between the Fairfield/Suisun City area and Vacaville, shall depart and arrive in Fairfield at Solano Mall Monday through Saturday. Express commuter service to/from U.C. Davis, shall depart and arrive in Fairfield at Solano Mall Monday through Friday. Interim points served shall include the cities of Vacaville and Dixon.

2. Administration

a. Fairfield shall directly operate the intercity service serving Vacaville, Dixon and U.C. Davis, and provide day-to-day support. Fairfield shall also coordinate with the Cities of Vacaville and Dixon, and Solano County to continue operating the service through the term of this agreement.

b. Fairfield shall also coordinate with the city of Vallejo, which directly operates the intercity service between the Fairfield/Suisun City area and El Cerrito Del Norte BART station, and Solano County regarding minor schedule, route and fare charges. Fairfield shall also coordinate with the City of Vallejo to continue operating the service through the term of this agreement.

c. Fairfield will keep Suisun's Public Works Director informed of any significant events that may develop relating to the program and will seek the opinion of Suisun on all matters of importance involving the intercity services.



3. CONTRIBUTION OF FUNDS

a. Fairfield operates the intercity service between the Fairfield/Suisun City area and Vacaville. Fairfield, the City of Vacaville and Solano County shall subsidize the net cost of this service, for the term of this agreement, according to the following percentage share and costs for FY 1993-94:

Fairfield	34%	\$ 48,604
Vacaville	51%	72,906
Solano County	<u>15%</u>	<u>21,443</u>
TOTAL	100%	\$142,953

b. Based upon the percentage and actual net subsidy financial commitment by Fairfield, Vacaville and Solano County, Suisun shall contribute 39 percent (39% = \$18,956) of Fairfield's share of the intercity service operating between Fairfield and Vacaville. This represents approximately 13 percent (13%) of the total net cost subsidy.

c. The City of Vallejo operates the intercity service between the Fairfield/Suisun City area and El Cerrito Del Norte BART station. The cities of Vallejo and Fairfield and Solano County, shall subsidize the net cost of this service, for the term of this agreement, according to the following percentage share and costs for FY 1993-94:

Vallejo	42.5%	\$ 82,536
Fairfield	42.5%	82,536
Solano County	<u>15.0%</u>	<u>29,130</u>
TOTAL	100.0%	\$194,202

b. Based upon the percentage and actual net subsidy financial commitment by Fairfield, Vacaville and Solano County, Suisun shall contribute 21 percent (21% = \$17,333) of Fairfield's share of the intercity service operating between Fairfield/Suisun City and El Cerrito Del Norte BART station. This represents approximately nine percent (9%) of the total net cost subsidy.



Attachment B

Part I - Operating and Administrative Description/Costs  
for Fairfield/Suisun City  
Dial-A-Ride (DART) Transit System

1. GENERAL DESCRIPTION

- a. Demand response specialized transit service will be available to residents of Suisun who are eligible Americans with Disabilities Act (ADA) type passengers.
- b. Trip origins and destinations must be within the incorporated boundaries of Fairfield or Suisun.

2. Administration

- a. Fairfield shall directly operate DART service serving Suisun, and provide day-to-day support. Fairfield shall also coordinate with Suisun to continue operating the service through the term of this agreement.
- b. Fairfield will keep Suisun's Public Works Director informed of any significant events that may develop relating to the program and will seek the opinion of Suisun on all matters of importance involving DART service.
- c. Fairfield shall coordinate with Suisun regarding the amount and level of service, which shall be based upon demand and Fairfield's available resources.

2. OPERATING DAY/YEAR

- a. Service will be provided Monday through Saturday. No service will be provided on Sunday or the following holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
- b. Service will be provided through a private contractor retained by Fairfield for the specific purpose of providing the service.
- c. Suisun will compensate Fairfield for its administration and operating costs in accordance with 3.
- d. For the term of this agreement Fairfield and Suisun shall allocate annually an amount at least equal to the cost of their portion of the system, minus eligible fare revenue.



3. CONTRIBUTION OF OPERATING FUNDS

a. Fairfield operates the demand response specialized transit service for the Fairfield/Suisun City area, and Fairfield and Suisun shall subsidize the net operating cost of this service, for the term of this agreement, according to the following formula:

3 Revenue Hours of Service/Day  
\$41.06/Hr.  
255 days/year = \$31,410

This formula assumes approximately 7 to 10 trips are provided daily to Suisun residents. This requires a minimum of three (3) revenue service hours/day at the estimated fully allocated operating cost of \$41.06/hour, and 255 operating days/year. If the Suisun demand or the fully allocated operating cost changes, Fairfield shall notify Suisun and jointly determine a revised figure.

b. For FY 1993-94, Suisun shall allocate \$31,410 toward the operating cost of the DART service.

4. CONTRIBUTION OF CAPITAL FUNDS

a. Fairfield has purchased five vehicles for the demand response specialized transit service. Suisun agrees to pay the full cost of one vehicle according to the following formula:

Cost of DART Vehicle	\$67,622
Expected Life of Vehicle	7 Years
Annual Straight Line Depreciation	\$ 9,660

b. For FY 1993-94, Suisun shall allocate \$9,660 towards the capital cost of the DART service.

5. FARE SCHEDULE

Trip fares for eligible users shall be \$1.00 per trip for all eligible program participants. Fares may also be paid with fare tickets having a value of \$1.00 and costing \$10.00/book of 10 tickets. These may be purchased at the Fairfield City Hall (Finance Department, Fairfield City Hall, 1000 Webster Street, Fairfield, CA 94533).



Attachment B

Part II - Operating and Administrative Description/Costs  
for Fairfield/Suisun City  
Reduced Fare Taxi Service

1. GENERAL DESCRIPTION

- a. Reduced fare taxi service will be available to residents of the incorporated area of Suisun who are 50 years of age or older, or who possess a Medicare or Medical card.
- b. Trip origins and destinations must be within the incorporated boundaries of Fairfield or Suisun and program participants must possess a Suisun Reduced Fare Taxi Service card when using the service.
- c. Trip fares for eligible card holders will be exactly one-half the metered fare and will be paid to the taxi operator by the program participant at the trip end. The remaining one-half will be billed monthly to Fairfield by the taxi operator.
- d. Fairfield will contract with a taxi operator for this service and administer the program for Suisun as outlined in this agreement.

2. PATRON ELIGIBILITY

- a. Program participants must complete and execute a Suisun Reduced Fare Taxi Service card application form prior to using the service. Applications will be available and kept on file at the Fairfield Senior Center (1200 Civic Center Drive, Fairfield, CA 94533) and Suisun Senior Center (318 Merganser Drive, Suisun City, CA 94585).
- b. The application form shall reflect patron eligibility requirements as determined by Fairfield and Suisun. These requirements shall be met by all program participants.

3. Administration

- a. Fairfield will be responsible for the day-to-day administration relative to the reduced fare taxi program, including processing of program participant application forms, printing of eligibility cards, maintaining records including list of active participants, ridership and fare charges, and reviewing for accuracy the monthly invoice from the taxi operator.



Page 2 of 2

b. Fairfield will keep Suisun's Public Works Director informed of any significant events that may develop relating to the program and will seek the opinion of Suisun on all matters of importance involving this program.

4. CONTRIBUTION OF FUNDS

a. During the term of this agreement Suisun shall allocate up to Fifteen Thousand Dollars (\$15,000) toward the reduced fare taxi program. The total cost of the reduced fare taxi service, shall not exceed Thirty Thousand Dollars (\$30,000). The remaining Fifteen Thousand Dollars (\$15,000) is anticipated to be contributed through direct fare payments by program participants to the taxi operator.



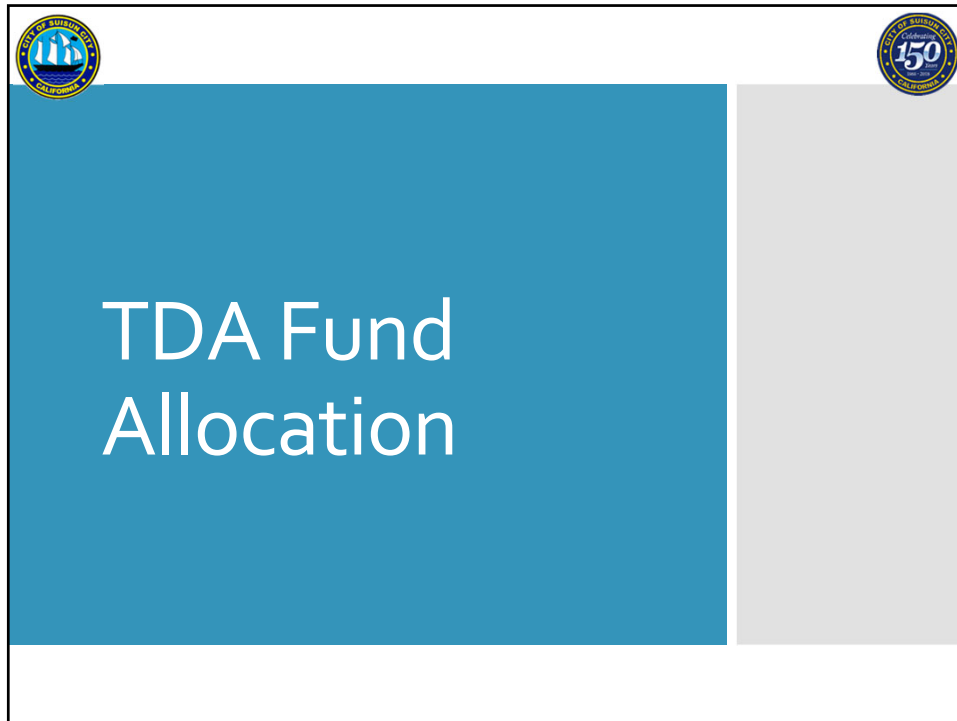
### Attachment 3 TDA Fund Allocations

	TDA Funds FY 2020-21	TDA Funds FY 2021-22	TDA Funds FY 2022-23	TDA Funds FY 2023-24
Estimated funds	\$ 1,396,892	\$ 1,399,148	\$ 1,399,148	\$ 1,399,148
Carryover	\$ (281,518)	\$ 303,167	\$ 303,167	\$ 303,167
<b>Total Available to Claim</b>	<b>\$ 1,115,374</b>	<b>\$ 1,702,315</b>	<b>\$ 1,702,315</b>	<b>\$ 1,702,315</b>
Solano Express	\$ 119,507	\$ 121,897	\$ 128,000	\$ 134,000
STA Planning	\$ 33,246	\$ 40,138	\$ 40,138	\$ 40,138
SC - Maintenance worker	\$ -	\$ 80,000	\$ 80,000	\$ 80,000
SC - CIP	\$ 50,000	\$ 250,000	\$ 250,000	\$ 250,000
Joint Parking lot	\$ -	\$ 250,000	\$ 250,000	\$ 500,000
<b>STA/SC Subtotal</b>	<b>\$ 202,753</b>	<b>\$ 742,035</b>	<b>\$ 748,138</b>	<b>\$ 1,004,138</b>
<b>Microtransit</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ 300,000</b>	<b>\$ 300,000</b>
<b>Remaining for Allocation</b>	<b>\$ 912,621</b>	<b>\$ 710,280</b>	<b>\$ 654,177</b>	<b>\$ 398,177</b>
Allocated to Fairfield	\$ 912,621			

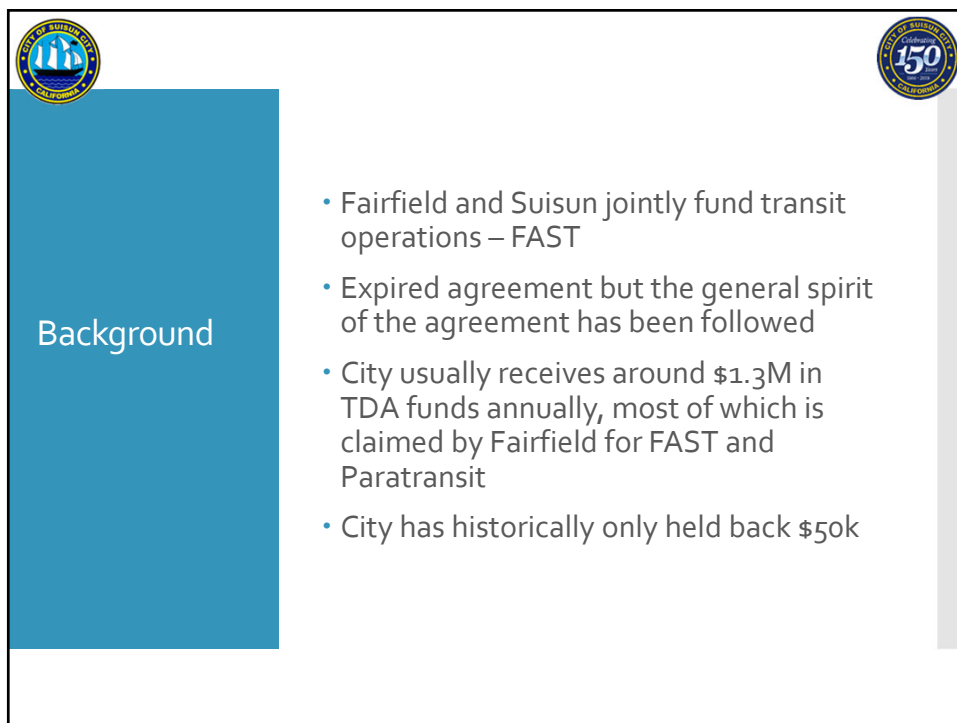


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## Background

- City has a need to fund Maintenance Worker - \$80k/yr
- City has a need to fund for maintenance and CIP - \$250k/yr
- City has a need to fund STA/City Joint Parking Lot - \$250k/yr
- Total need for City is **\$580k/yr**

3

	TDA Funds FY 2020-21	TDA Funds FY 2021-22	TDA Funds FY 2022-23	TDA Funds FY 2023-24
Estimated funds	\$ 1,396,892	\$ 1,399,148	\$ 1,399,148	\$ 1,399,148
Carryover	\$ (281,518)	\$ 303,167	\$ 303,167	\$ 303,167
<b>Total Available to Claim</b>	<b>\$ 1,115,374</b>	<b>\$ 1,702,315</b>	<b>\$ 1,702,315</b>	<b>\$ 1,702,315</b>
Solano Express	\$ 119,507	\$ 121,897	\$ 128,000	\$ 134,000
STA Planning	\$ 33,246	\$ 40,138	\$ 40,138	\$ 40,138
SC - Maintenance worker	\$ -	\$ 80,000	\$ 80,000	\$ 80,000
SC - CIP	\$ 50,000	\$ 250,000	\$ 250,000	\$ 250,000
Joint Parking lot	\$ -	\$ 250,000	\$ 250,000	\$ 500,000
<b>STA/SC Subtotal</b>	<b>\$ 202,753</b>	<b>\$ 742,035</b>	<b>\$ 748,138</b>	<b>\$ 1,004,138</b>
<b>Microtransit</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ 300,000</b>	<b>\$ 300,000</b>
<b>Remaining for Allocation</b>	<b>\$ 912,621</b>	<b>\$ 710,280</b>	<b>\$ 654,177</b>	<b>\$ 398,177</b>
<b>Allocated to Fairfield</b>	<b>\$ 912,621</b>			

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## Recommendation

- Adopt Council Adoption of Resolution No. 2021-\_\_\_\_: A Resolution of the City Council of the City of Suisun City Approving Transportation Development Act Fund Allocations.