



CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro-Tem
Michael J. Hudson
Jenalee Dawson

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

A G E N D A

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, DECEMBER 20, 2022

5:30 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Michael Hudson, Jenalee Dawson, Mayor Pro Tem Princess Washington, Mayor Alma Hernandez. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

FACE MASKS ARE RECOMMENDED FOR MEMBERS OF THE PUBLIC WHILE IN CITY FACILITIES IF NOT FULLY VACCINATED. 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 OR 707 421-7302.

ZOOM MEETING INFORMATION:

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

MEETING ID: 875 2605 0953

CALL IN PHONE NUMBER: (707) 438-1720

**REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING
BY EMAILING 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 should be identified at this time.)

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

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

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 LEGAL COUNSEL--ANTICIPATED LITIGATION**

Discussion of potential significant exposure to litigation pursuant to Government Code Section 54956.9(c)(2) (1 potential case).

2. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Discussion of potential significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (1 potential case).

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

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Michael J Hudson, Member
Jenalee Dawson, Member



CITY COUNCIL MEETING

AGENDA

**REGULAR MEETING OF THE SUISUN CITY COUNCIL,
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY**

TUESDAY, DECEMBER 20, 2022

6:30 PM

Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

NOTICE

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(Next Ord. No. – 796)

(Next City Council Res. No. 2022 – 155)

Next Suisun City Council Acting as Successor Agency Res. No. SA2022 - 07)

(Next Housing Authority Res. No. HA2022 – 04)

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

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 2 Microtransit Presentation – (Solano Transportation Authority).
- 3 Presentation of Proclamation to La Cabana in Recognition of Business of the Year – (Hernandez: ahernandez@suisun.com).

PUBLIC COMMENT

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COUNCIL COMMENTS

- 4 Council/Board Members Updates

CONSENT CALENDAR

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

City Council

- 5 Council Consideration and possible action to adopt Resolution No. 2022-__ : A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) et seq., through January 19, 2023 – (Folsom: gfolson@suisun.com).
- 6 Council Adoption of Resolution No. 2022-___: Reaffirming the Necessity of the Development Impact Fees and Accepting the Annual Report on Development Impact Fees – (Deol: ldeol@suisun.com).
- 7 Council Adoption of Resolution No. 2022- ____: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Planwest Partners to complete a Municipal Services Review – (Bermudez: jbermudez@suisun.com).

- 8 Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with David Wade and Associates to Process the Development Application for the Highway 12 Logistics Center Project – (Bermudez: jbermudez@suisun.com).
- 9 Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to Execute Contract Amendment No. 2 on the City's Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project – (Bermudez: jbermudez@suisun.com).
- 10 Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to Execute a Second Amendment to a Professional Services Agreement on the City's Behalf with First Carbon Solutions (FCS) to Prepare an Environmental Impact Report for the Suisun Logistics Center Project – (Bermudez: jbermudez@suisun.com).
- 11 Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to Execute a Contract Services Agreement with Superior Building Services for Janitorial Services for City Facilities – (Vue: nvue@suisun.com).
- 12 Receive and file SB-165 Annual Reports for Community Facilities District No. 1, Community Facilities District No. 2, and Community Facilities District No. 3, to comply with the Local Agency Special Tax Bond and Accountability Act – (Vue: nvue@suisun.com).
- 13 Brown Act Updates: – (City Attorney)
 - a. Receive and file report on Brown Act updates.
 - b. Council Adoption of Resolution No. 2022-___: A resolution of the City Council of the City of Suisun City adopting a reasonable accommodation policy to apply to all Brown Act meetings.
 - c. Council Adoption of Resolution No. 2022-___: A resolution of the City Council of the City of Suisun City to update the language on the City's agendas to reflect the changes to the Brown Act enacted by AB 2449, SB 1100, and SB 1489.

Suisun City Council Acting as Successor Agency

- 14 Successor Agency Adoption of Resolution No. SA 2022-___: Receiving and Accepting a Recognized Obligation Payment Schedule 2023/24 (ROPS) for the Period of July 1, 2023 through June 30, 2024 – (Deol: ldeol@suisun.com).

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

- 15 Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on November 1, 2022 – (Skinner: askinner@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

- 16 Council/Agency Approval of November 2022 Payroll Warrants in the Amount of \$590,292.68 and Council/Agency Approval of the November 2022 Accounts Payable Warrants in the Amount of \$1,056,411.00 – (Finance).

PUBLIC HEARING

- 17 Consideration of the Following for the Historic Waterfront Business Improvement District: – (Lofthus: klofthus@suisun.com)
 - a. Council Adoption of Resolution No. 2022-__ Reauthorizing and Renewing the Historic Waterfront Business Improvement District and the Assessment Levy for the District; and
 - b. Council Adoption of Resolution No. 2022-__ Approving the Proposed Calendar-Based Fiscal Year 2022 Operating Budget for the Suisun City Historic Waterfront Business Improvement District.
- 18 Council Introduction and Waive Reading of Ordinance No. __; An Ordinance of the City Council of the City of Suisun City, California, Amending Ordinance 793, Adopting Policy 706 Relating to the Police Department’s Use of Military Equipment, in Accordance with Assembly Bill 481 – (Roth: aroth@suisun.com).
- 19 Public Hearing and Other Proceedings Related to Annexation No.13 to Community Facilities District No. 2 (Municipal Services), for the Caterpillar Clubhouse Project (Continued from December 6, 2022): – (Vue: nvue@suisun.com)
 - a. Council Adoption of Resolution No. 2022-__: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
 - b. Council Adoption of Resolution No. 2022-__: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
 - c. Council Introduction and Waive Reading of Ordinance No. __: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.
- 20 Public Hearing and Other Proceedings Related to Annexation No.14 to Community Facilities District No. 2 (Municipal Services), for the Zip Thru Car Wash Project (Continued from December 6, 2022): – (Vue: nvue@suisun.com)
 - a. Council Adoption of Resolution No. 2022-__: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
 - b. Council Adoption of Resolution No. 2022-__: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
 - c. Council Introduction and Waive Reading of Ordinance No. __: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

GENERAL BUSINESS

- 21 Council Adoption of Resolution No. 2022 - __: Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2023 as Provided in Chapter 8.04 of the Suisun City Code – (Lopez bllopez@suisun.com).

- 22 Council Adoption of Resolution No. 2022-___: A Resolution of the City Council of the City of Suisun City Adopting Procedures Relating to the Filling of a Vacancy on the City Council – (City Attorney).

REPORTS: (Informational items only)

- 23 Non-Discussion Items

ADJOURNMENT

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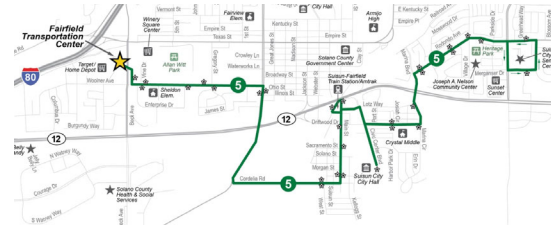
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Route 5

- ▶ Fairfield Transportation Center
- ▶ Crystal Middle School
- ▶ Suisun City Amtrak
- ▶ Suisun City Hall
- ▶ Joseph Nelson Community Center
- ▶ Suisun City Senior Center

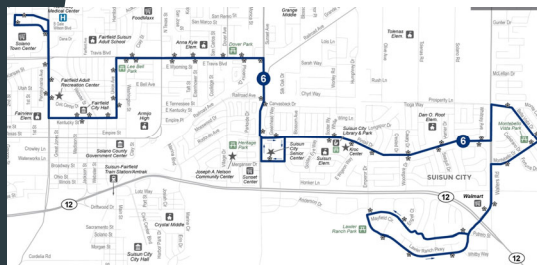


STa
Solano Transportation Authority

3

Route 6

- ▶ Kaiser
- ▶ North Bay
- ▶ Suisun Elementary
- ▶ Dan O. Root Elementary
- ▶ Suisun City Senior Center
- ▶ Suisun City Library
- ▶ Kroc Center



STa
Solano Transportation Authority

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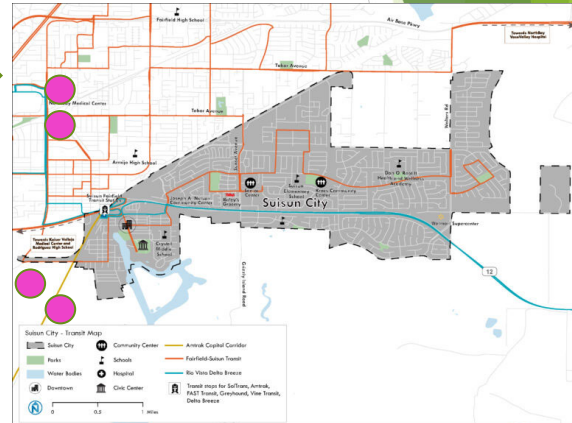
Lyft First and Last Mile Program

Effective November 8, 2021

- Geofence Suisun City boundaries along with 4 surrounding hospitals & clinics
 - Sutter Health
 - NorthBay Hospital
 - Kaiser Clinic in Fairfield
 - Ole Health Clinic

APPROVED FARE STRUCTURE

1-Way Ride	Cost	Route 5 & 6
Within Suisun City	\$2.00/per ride	\$1.75
Within Suisun City (verified low-income)	\$1.50/per ride	
Suisun City to/from 4 hospital/clinics	\$3.00/per ride	



5

EXISTING SERVICES

Solano Mobility Programs Serving Suisun City

► Solano Older Adults Medical Trips Concierge Services (GoGo)

- Rides Taken (since April 2019): **1,432**

▪ Suisun City Taxi Card Program*

- Rides Taken: **466**

▪ Suisun City \$1.50/\$2/\$3 Lyft Ride Program**

- Rides Taken: **2,067**

▪ First/Last Mile Program**

- Rides Taken (combined origin/destination): **1,347**

* Began in January 2022

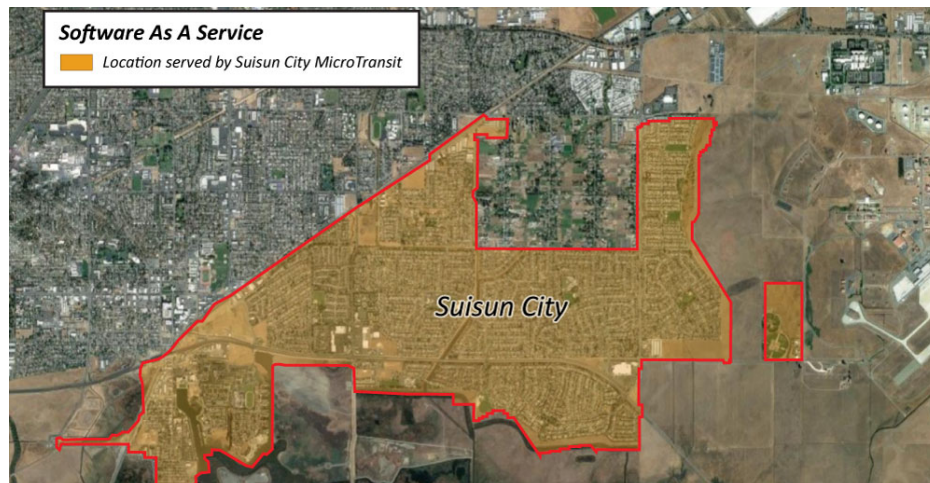
** Began in November 2021



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Proposed Service Area

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Fairfield Locations

Fairfield Transportation Center
David Grant Medical Facility
Solano County Government Center
Sutter Medical Campus
North Bay Medical Center
Kaiser Medical Offices
Ole Health Clinic
DaVita Dialysis
Health and Human & Health and Social Services

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Ordering is as easy as 1-2-3:

- ▶ Download and install the Uber Application on your smartphone
- ▶ Scroll down to Transit Option
- ▶ Order the Suisun City Micortransit vehicle

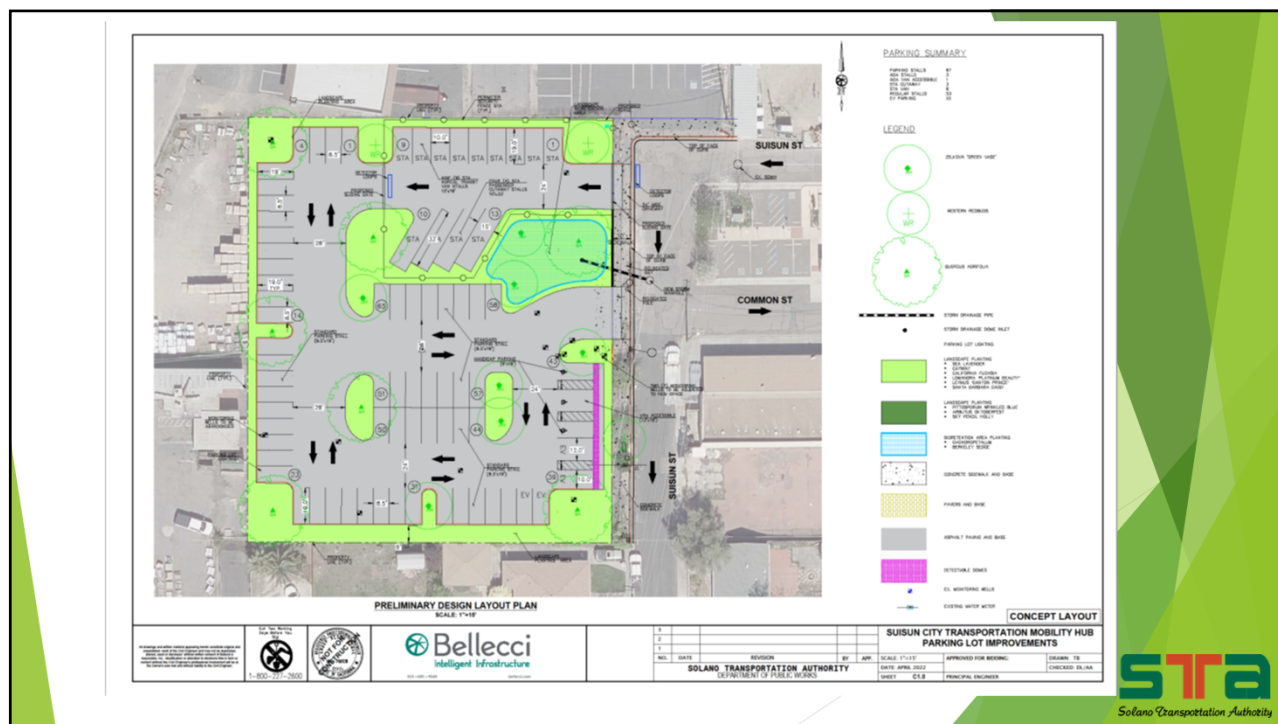
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▸ Base of Operations

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Suisun City Microtransit Vehicles



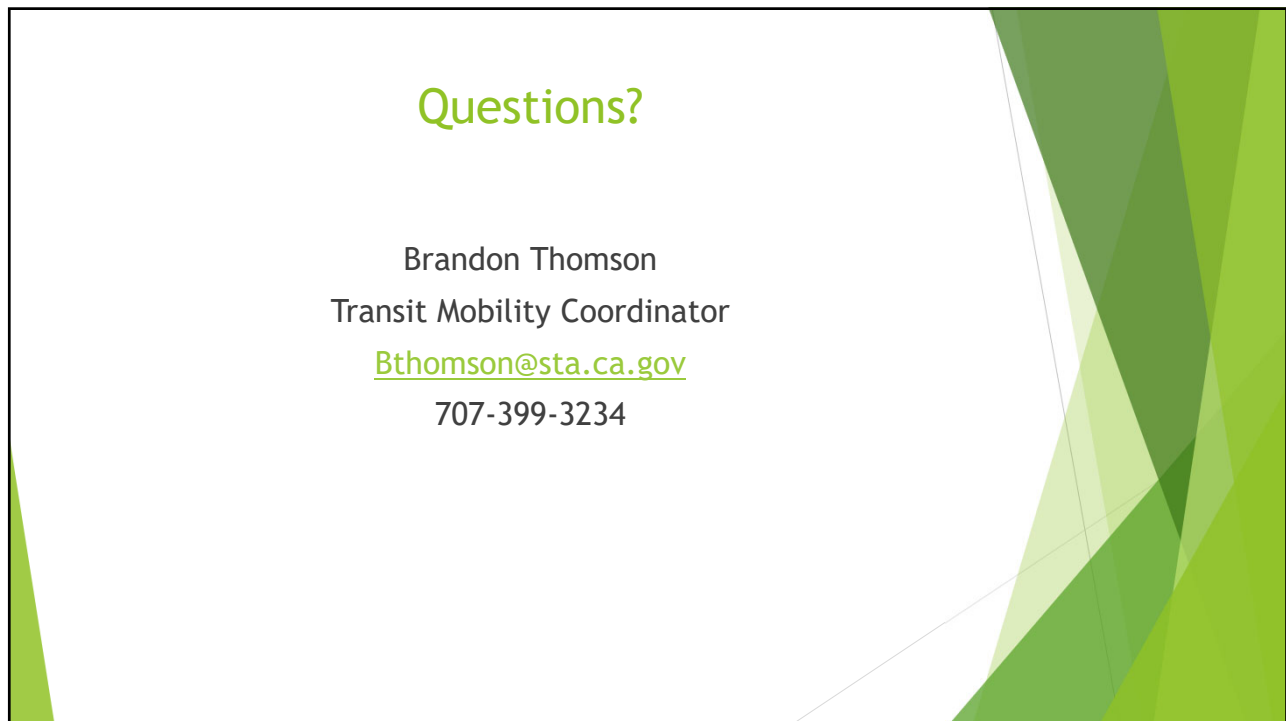
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AGENDA TRANSMITTAL

MEETING DATE: December 20, 2022

CITY AGENDA ITEM: Council Consideration and possible action to adopt Resolution No. 2022-__: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, through January 19, 2023.

FISCAL IMPACT: None.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: A number of laws have changed since the beginning of the COVID pandemic related to the Brown Act as it relates to teleconferenced public meetings, both from Governor Newsom's Executive Orders and recently from the enactment of Assembly Bill 361, which took effect October 1, 2021, allowing continued remote teleconference meetings without traditional Brown Act compliance, provided certain findings can be made related to the ongoing state of emergency and subject to adherence to certain new noticing and public participation requirements.

The City, as all public agencies in California, must invoke and adhere to AB 361 and its modifications on certain elements of remote public meetings, or else revert to traditional Brown Act compliance. The major change associated with continuing remote meetings under AB 361 is that the public must now be allowed to make comments in real-time during the public comment period, either telephonically or electronically (such as by Zoom). No physical location for public comment need be provided.

Assembly Bill 361, which took effect October 1, 2021, allowing continued remote teleconference meetings without traditional Brown Act compliance, provided certain findings can be made related to the ongoing state of emergency and subject to adherence to certain new noticing and public participation requirements,

On October 19, 2021 the City of Suisun City passed a resolution proclaiming that a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) *et seq.*, for the initial period of October 19, 2021 through November 18, 2021.

STAFF REPORT: This is a recurring resolution, after 30 days following the initial invocation of AB 361, continued reliance on AB 361 for subsequent meetings requires the following:

1. Either the "state of emergency" must remain active, or state or local officials have imposed or recommended measures to promote social distancing; and
 2. No later than 30 days after teleconferencing for the first time under AB 361 rules, and every 30 days thereafter, the legislative body, by majority vote, finds that it has
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PREPARED/APPROVED BY:

Greg Folsom, City Manager

reconsidered the circumstances of the state of emergency and at least one of the following circumstances exist:

- The state of emergency continues to impact the ability of the members to meet safely in person; or
- State or local officials continue to impose recommended measures to promote social distancing

Continued reliance on AB 361 will require adoption of a new resolution making the required findings every 30 days.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2022- ____: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) et seq., through January 19, 2023.

ATTACHMENTS:

1. Resolution 2022-____ A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) et seq., through January 19, 2023.

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN
CITY PROCLAIMING A LOCAL EMERGENCY PERSISTS AND
AUTHORIZING THE TRANSITION TO USE OF REMOTE
TELECONFERENCE MEETING PROCEDURES BY CITY'S THE
LEGISLATIVE BODIES, AS AUTHORIZED BY GOVERNMENT
CODE SECTION 54953(E) *ET SEQ.*, THROUGH JANUARY 19, 2023.**

WHEREAS, the City Council of the City of Suisun City is committed to preserving and nurturing public access, transparency, observation and participation in its meetings and the meetings of each of its legislative bodies; and

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act, codified as Government Code sections 54950 *et seq.*, so that any member of the public may attend, participate, and observe the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, as amended by Assembly Bill 361 (2021), amending Government Code section 54953(e) *et seq.*, allows for remote teleconferencing observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act, Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, as provided in Government Code section 8558; and

WHEREAS, on March 4, 2020, pursuant to Government Code Section 8625, Governor Newsom declared the existence of a state of emergency for the State of California, in response to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on March 16, 2020, the City's Director of Emergency Services declared a local emergency for the City pursuant to Chapter 2.32 of the Suisun City Municipal Code, finding that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the COVID-19 virus and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 2020-40, ratifying the Director of Emergency Services' declaration of local emergency; and

WHEREAS, Government Code section 54953(e) further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the City finds that meeting in person would present imminent risk to the health and safety of attendees; and

1 **WHEREAS**, the Council hereby finds that such emergency conditions now exist in
2 the City, such that meeting in person for the meetings of the legislative bodies of the City
3 would present imminent risk to the health and safety of attendees as a result of the increased
4 risk of the spread of the COVID-19 virus among those in attendance; and

5 **WHEREAS**, the Council hereby finds that the state of emergency due to the COVID-
6 19 virus and the conditions related thereto has caused, and will continue to cause, conditions
7 of extreme peril to the safety of persons within the City that are likely to be beyond the
8 control of services, personnel, equipment, and facilities of the City, and thereby affirms,
9 authorizes, and proclaims that the existence of a local emergency persists throughout the City,
10 and ratifies the proclamation of state of emergency by the Governor of the State of California;
11 and

12 **WHEREAS**, the Council hereby finds that, as a consequence of the existing local
13 emergency, the legislative bodies of the City shall conduct their meetings without compliance
14 with Government Code section 54953(b)(3), and shall instead comply with the remote
15 teleconference meeting requirements as authorized by Government Code section 54953(e) *et*
16 *seq.*; and

17 **WHEREAS**, the Council affirms that it will allow for observation and participation by
18 Councilmembers and the public by allowing limited in-person attendance, as well as allowing
19 public participation and comment in real time via Zoom or by telephone, in an effort to
20 protect the constitutional and statutory rights of all attendees.

21 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY**
22 **FINDS, RESOLVES, AND ORDERS AS FOLLOWS:**

23 Section 1. The Recitals set forth above are true and correct and are incorporated herein
24 Resolution by reference.

25 Section 2. The Council hereby recognizes and affirms the existence and conditions of
26 a state of emergency as proclaimed by the Governor, the existence of emergency conditions in
27 the City, and affirms, authorizes, and proclaims that the existence of a local emergency
28 persists throughout the City.

Section 3. The Council hereby ratifies the Governor of the State of California's
Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Further, the Council finds that holding the meetings of the City's legislative
bodies in person with no limitations to attendance would present imminent risk to the health
and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus
among those in attendance, as required by Government Code section 54953(e) *et seq.*

Section 5. The City Manager and legislative bodies of the City are hereby authorized
and directed to take all actions necessary to carry out the intent and purpose of this Resolution

1 including, conducting open and public meetings in accordance with Government Code section
2 54953(e) and other applicable provisions of the Brown Act.

3 Section 6. This Resolution shall take effect immediately upon its adoption and shall be
4 effective until the earlier of (i) January 5, 2023, or (ii) such time the Council adopts a
5 subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the
6 time during which the legislative bodies of the City may continue to teleconference without
7 compliance with Government Code section 54953(b)(3).

8 **PASSED AND ADOPTED** at the Regular Meeting of the City Council of the City of
9 Suisun City duly held on December 20, 2022, by the following vote:

10 **AYES:** Council Members:

11 **NOES:** Council Members:

12 **ABSENT:** Council Members:

13 **ABSTAIN:** Council Members:

14 **WITNESS** my hand and the seal of said City this 20th day of December 2022.

15 _____
16 Anita Skinner
17 City Clerk
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AGENDA TRANSMITTAL

MEETING DATE: December 20, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022-____: Reaffirming the Necessity of the Development Impact Fees and Accepting the Annual Report on Development Impact Fees.

FISCAL IMPACT: There would be no fiscal impact associated with the adoption of the proposed Resolution.

STRATEGIC PLAN IMPACT: Provide good governance.

BACKGROUND: AB 1600 (codified as California Government Code Section 66000 *et seq.*) requires that local agencies prepare annual reports on all development impact fees collected to finance “public facilities” if those fees were established, increased, or imposed on or after January 1, 1989. It does not include fees charged for processing development applications, development agreements, or reimbursement agreements. The report is due 180 days after the close of each fiscal year and requires that a report concerning each fee fund be made available to the public.

To be in full compliance with State Law, the City must:

- Spend or commit development impact fees within five years of collecting them; or
- Adopt a resolution that makes a finding that a reasonable relationship remains between the current need for the fees and the purpose for which they were originally proposed.

The City currently collects five different categories of impact fees which are described in the attached report. Below is the finding for the one impact fee that require accumulation beyond five years to complete projects:

- Off-Site Street Improvement Program (OSSIP) Fee - A portion of the Off-Site Street Improvement Program fees collected have not yet been spent within five years of collection. These revenues have been set aside to design and construct the planned improvements which have not yet been accomplished. This is to ensure that the projects can benefit from the economies of scale of a few larger projects, rather than a piecemeal approach consisting of numerous smaller projects. It will also ensure that there will be fewer disruptions of the select street system during construction.
- Park Improvement Program Fee – A portion of the Park Improvement Program fees collected have not yet been spent within five years of collection. These revenues have been set aside to design and construct the planned improvements which have not yet been accomplished. These fees have been collected based on the concept of providing a consistent level of service to the community. Population in the City is projected to equal 31,374 in 2025, an increase of 1,184 persons. When applied to the current level of service, it will require 3.8 additional acres of improved park land, according to the ongoing development impact fee study. Funds are being accumulated to provide this level of service to the community in the future.

PREPARED BY:	Elizabeth N. Luna, Accounting Services Manager
REVIEWED BY:	Lakhwinder Deol, Finance Director
APPROVED BY:	Greg Folsom, City Manager

- Municipal Facilities & Equipment Fee – A portion of the Municipal Facilities & Equipment Fees have not been spent within five years of collection. City will need to accumulate sufficient fees for vehicle and equipment acquisition.

In 2015, the City Council appropriated funds to update the Development Impact Fee Study. Through a competitive process, the consulting firm TischlerBise was selected to perform this work. The study was completed in January 2017 and was accepted by the City Council through Resolution No. 2017-01 passed and adopted on January 3, 2017. The study has resulted in the need to diversify the fees beyond those that were adopted in 1993. The current three fees are proposed to be divided into five fees to better determine the associated costs of each category of services and to collect the associated revenue more accurately. The City currently impose the following fees:

- Fire Facilities & Equipment Fee.
- Municipal Facilities & Equipment Fee.
- Off-Site Street Improvements Program Fee.
- Park Improvement Program Fee.
- Police Facilities & Equipment Fee.

A copy of this report of required information will be available at the Finance Department by December 31, 2022, thereby satisfying the law's requirement that the report be available to the public by that date. In addition, public contact will be made through posting of the City Council Agenda on the City's official website.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2022-____: Reaffirming the Necessity of the Development Impact Fees and Accepting the Annual Report on Development Impact Fees.

ATTACHMENTS:

1. Resolution No. 2022-____: Reaffirming the Necessity of the Development Impact Fees and Accepting the Annual Report on Development Impact Fees.
2. Exhibit A – Annual Report on Development Impact Fees

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
REAFFIRMING THE NECESSITY OF THE DEVELOPMENT IMPACT FEES
AND ACCEPTING THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES**

WHEREAS, the City of Suisun City imposes fees to mitigate the impact of development pursuant to Government Code section 66000 *et seq.*; and

WHEREAS, said fees collected are deposited into a special revenue and separate capital accounts for each type of improvement funded by development fees; and

WHEREAS, the City maintains separate funds for off-site street improvement program fees, park development program fees, police facility, fire facility and municipal vehicle and equipment fees; and

WHEREAS, the City is required within 180 days after the last day of each fiscal year to make available to the public information for the fiscal year regarding these fees pursuant to Government Code section 66006; and

WHEREAS, the documents reflecting the balance in each development impact fee fund or account, accrued interest in said fund or account and the amount of expenditure by public facility for the fiscal year have been made available for public review as required by Code Section 66006, a copy of which is attached hereto as Exhibit A.

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

Section 1. That the recitations above are true and correct.

Section 2. That the following findings are made pursuant to California Government Code Section 66001:

- A. The Off-Site Street Improvement Program fee has been accumulated beyond five years to achieve economies of scale for projects in the adopted Capital Improvement Program. The fees collected are being accumulated to build large projects rather than being used in a piecemeal fashion.
- B. The Park Improvement Program Fee has been accumulated beyond five years to design and construct the planned improvements to accommodate the projected growth of the City by 2025.
- C. The Municipal Facilities & Equipment Fee has been accumulated beyond five years to generate sufficient funds for vehicle and equipment acquisition.

BE IT FURTHER RESOLVED that the Annual Report on Development Impact Fees attached hereto as Exhibit A and incorporated by this reference is hereby accepted by the City Council.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun
City duly held on Tuesday, the 20th day of December 2022, by the following vote:

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

WITNESS my hand and the seal of said City this 20th day of December 2022.

Anita Skinner
City Clerk



Exhibit A

Annual Report on Development Impact Fees, Per Government Code 66000
AB 1600 Statement
Analysis of Changes in Fund Balance

	OSSIP Fund (120)	Parks Dev. Fund (300)	Fire Facility Fund (310)	Police Facility Fund (312)	Municipal Veh/Equip Fund (314)
Beginning Fund Balance, 07/01/2021	4,461,743	193,798	10,857	12,715	20,496
REVENUE					
Developer Fees	536,442	1,522,688	179,347	161,991	19,060
Transfer In from General Fund	-	-	-	298,991	44,603
Investment Income	-	-	-	-	-
Miscellaneous/Return of Unused Funds	-	-	-	-	-
Total Revenues	536,442	1,522,688	179,347	460,982	63,663
EXPENDITURES					
Police Public Safety Communications				278,012	
Police Assessment Study				13,000	
Professional Study-Railroad Ave Realign Railroad Avenue	44,386				
Park Development (Prop 68; Fund 174)		22,350			
Questica-software and training					34,750
Cleargov-budget software					8,400
Traffic Improvement Cycle 10 Project	1,155				
RRFB -Merganser Drive and Pintail Drive	34,093				
RRFB Cycle 10 Project	12,312				
Lease-Mororola Radios			60,509		
Unrealized Loss on Pooled Investment (year-end adj)	107,112	32,448	2,577	3,134	279
Cost Allocation	13,548	730	1,147	20,979	1,453
Total Expenditures	212,605	55,528	64,233	315,125	44,882
Excess Revenue Over/(Under)					
Expenditures	323,837	1,467,160	115,114	145,857	18,781
Ending Fund Balance , 06/30/2022	\$ 4,785,580	\$ 1,660,958	\$ 125,971	\$ 158,572	\$ 39,277
	4,785,579	1,660,958	125,971	158,573	39,277

Five Year Revenue Test Using First In First Out Method

Fees collected in FY2018	28,757	32,433	15,437	12,279	1,429
Fees collected in FY2019	76,812	-	27,198	39,120	2,433
Fees collected in FY2020	23,171	7,302	7,938	11,890	715
Fees collected in FY2021	15,269	17,867	44,475	20,850	2,289
Fees collected in FY2022	536,442	1,522,688	179,347	161,991	19,060
Total Revenue for Last Five Years	680,451	1,580,290	274,395	246,130	25,926

Result: A resolution has been adopted to make a finding that there remains a reasonable relationship between the current need for the **Off-Site Street Improvement** and **Park Development** fees and the purpose for which they were originally proposed to continue fee collection

Note: The Police Facility and Municipal Vehicle/Equipment fund received monies as transfers in from General Fund in aid of completing the much needed projects. Fire Facility Fund projected sufficient impact fees in the year 2020-21 to cover the current deficit.

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AGENDA TRANSMITTAL

MEETING DATE: December 20, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022- ____: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Planwest Partners to complete a Municipal Services Review.

FISCAL IMPACT: There would be no impact to the General Fund. The cost for retaining Planwest Partners to prepare the Municipal Services Review (MSR) is \$55,000 and is fully borne by the developer/applicant.

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

BACKGROUND: The City is currently reviewing applications for the development of two logistic centers requiring annexation into the City's jurisdiction. The developer is proposing to annex the Suisun Logistics Center and Highway 12 Logistics Center into the City of Suisun City. The proposed Suisun Logistic Center is at the southeast corner of Pettersen Road, and Walters Road and totals 2.1 million square feet of warehouse uses on approximately 120 acres. The proposed Highway 12 Logistic Center is at the southwest corner of Pennsylvania Avenue and Highway 12 and totals 1.3 million square feet of warehouse and logistics uses on approximately 93 acres. Both Projects also include acreage that would be set aside as open space.

Since 2021, staff and a planning consultant have been working with the applicant preparing planning and design details for both logistics projects. Ultimately, the projects will require Planning Commission and City Council approval of planning entitlements, anticipated to be Site Plan/Design Review, a Planned Unit Development Permit, Development Agreement, Final Environmental Impact Certification, and authorization to proceed with Annexation. While the potential approval of planning entitlements is made by Council, the authorization to process an application for annexation and the ultimate decision to detach the logistic properties from Solano County rests solely with Solano County Local Agency Formation Commission (Solano LAFCo).

Over the past six months, staff has engaged and met with Solano LAFCo to discuss general project information, and to better understand their standards and procedures to consider annexation. The outcome of these discussions has shed light that for Solano LAFCo to consider an annexation, the Commission must conduct a service review of municipal services through a formal Municipal Services Review (MSR).

MSRs were added to statewide LAFCo's mandates with the passage of the Cortese-Knox-Hertzberg Local Government Reorganization Act in 2000. MSRs are to be completed every five years, and must be completed prior to, or in conjunction with, an update of a city or special district Sphere of Influence (SOI) or before any LAFCo initiates any reorganization of the boundaries of a special district. A service review is a comprehensive study designed to better

PREPARED BY:
APPROVED BY:

Jim Bermudez, Development Services Director
Greg Folsom, City Manager

inform the LAFCo, local agencies, and the community about the provision of municipal services. Service reviews attempt to capture and analyze information about the governance structures and efficiencies of service providers, and to identify opportunities for greater coordination and cooperation between providers.

The City's most recent MSR was completed in June 2016. Based on the Solano LAFCo standards and procedures, including direct conversations with Solano LAFCo, the current MSR would not be acceptable when considering annexation for the logistics projects because the current review was prepared over five years ago. As such, the City released a Request for Proposal (RFP) in late June 2022 to complete a Fiscal Impact Analysis and Municipal Services Review. After three weeks, the solicitation period closed with no interest from consultants. Staff extended the solicitation an additional two weeks, which garnered no interest from consultants. As a result, staff directly contacted Planwest Partners (Planwest). Planwest, is highly recommended by Solano LAFCo staff and offers a very specialized service not found with most planning consultants.

STAFF REPORT: Planwest is a community planning consulting firm based in Arcata, California with satellite staff in Alpine County. Planwest has been serving California communities since 1997. Planwest Partners provides community, land use, environmental, economic, and transportation planning services in addition to LAFCO staffing services for four counties in Northern California. Planwest specializes in LAFCO staffing and support services and have prepared Municipal Service Reviews and Sphere of Influence updates for El Dorado, Humboldt, Shasta, Del Norte, Butte, Trinity, Sonoma, Mendocino, Solano, Marin, and San Diego LAFCOs. Planwest's community services, land use, and economic planning experience offers a broad perspective when engaging Commissions, agencies, and stakeholders in evaluating service needs and capacity.

The Planwest team is well qualified and committed to preparing a MSR for the City of Suisun City. Development-related service reviews must demonstrate adequate service capacity and must include sufficient detail to evaluate the feasibility of serving additional development. This work, proposed under three task orders, will largely rely on analysis being completed as part of the California Environmental Quality Act Environmental Impact Report process that is currently underway for both projects and the separate fiscal analysis being conducted by the Goodwin Consulting Group. Planwest will undertake the following tasks. A more detailed description of each task is included in Attachment 2.

- Task 1 – Data Collection
- Task 2 – Interpretation and Analysis
- Task 3 – Administrative Draft MSR Report
- Task 4 – Public Review Draft MSR Report
- Task 5 – Final MSR Report and Adoption

Based on the above tasks and project schedule, Planwest has estimated the costs to prepare a MSR for a total budget not to exceed \$35,040 with additional optional services to include preparation of a Plan for Service Report required as part of the annexation process, and general LAFCo application processing assistance. These additional optional tasks coupled with the MSR

total \$55,000 as reflected in the table below and all paid by the applicant of the logistics centers, Buzz Oates Company.

	Total
Rate	
Task Order 1 - Municipal Service Review	\$35,040.00
Task 1. Data Collection and Review	\$6,560.00
Task 2. Interpretation and Analysis	\$11,520.00
Task 3. Administrative Draft MSR/SOI Report	\$9,760.00
Task 4. Public Review Draft MSR/SOI Report	\$4,680.00
Task 5. Final MSR/SOI Report and Adoption	\$2,520.00
Task Order 2 - Plan for Services	\$11,760.00
Task 1. Coordination with LAFCO Staff	\$2,720.00
Task 2. Plan for Service Report	\$9,040.00
Task Order 3 - LAFCo Application Assistance	\$8,200.00
Task 1. Preparation of LAFCO Application	\$5,200.00
Task 2. Submit Application to LAFCO	\$3,000.00
Total Hours	404.00
Total Cost	\$55,000.00

This agenda item is only to consider approving a contract to complete a MSR and in no way constitutes an approval of either project.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2022-____: Authorizing the City Manager to execute a Professional Services Agreement on the City's behalf with Planwest to complete a Municipal Services Review.

ATTACHMENTS:

1. City Council Resolution No. 2022-____: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Planwest Partners to complete a Municipal Services Review.
2. Planwest Partners Proposal
3. Professional Services Contract

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RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT ON THE CITY'S BEHALF WITH PLANWEST
PARTNERS TO COMPLETE A MUNICIPAL SERVICES REVIEW**

WHEREAS, the City of Suisun City is contemplating the development of two logistic centers requiring annexation into the City's jurisdiction; and

WHEREAS, Buzz Oates Construction is proposing to annex the planned Suisun Logistics Center and Hwy 12 Logistics Center into the City of Suisun City. The Highway 12 Logistic Center is planned to be located at the southwest corner of Pennsylvania Avenue and Highway 12 and the Suisun Logistic Center is planned to be located at the southeast corner of Pettersen Road and Walters Road; and

WHEREAS, the logistics centers projects will require Planning Commission and City Council approval of planning entitlements, anticipated to be Site Plan/Design Review, a Planned Unit Development Permit, Development Agreement, Final Environmental Impact Certification, and authorization to proceed with Annexation; and

WHEREAS, while the approval of planning entitlements is made by Council, the authorization to process an application for annexation and the ultimate decision to detach the logistic properties from Solano County rests solely with Solano County Local Agency Formation Commission (Solano LAFCo); and

WHEREAS, the Commission must conduct a service review of municipal services which information to complete this review is in the City's Municipal Services Review (MSR); and

WHEREAS, the City's most recent MSR was completed June 2016 and based on the Solano LAFCo standards and procedures, the current MSR would not be acceptable when considering annexation for the logistics projects because the current review was prepared over five years ago; and

WHEREAS, it has been determined that it is necessary to hire a professional consultant to complete a Municipal Services Review for the project at the full cost of the applicant; and

WHEREAS, the City solicited a Request for Proposals (RFP) from planning consultants to complete the work for the project in late June 2022; and

WHEREAS, no proposals were received, and the solicitation period was extended an additional two weeks that resulted in no submittals; and

WHEREAS, staff directly contacted Planwest Partners based on the recommendation of Solano LAFCo; and,

1 **WHEREAS**, Planwest Partners has been serving California communities since 1997.
2 Planwest Partners provides community, land use, environmental, economic, and transportation
3 planning services in addition to LAFCo staffing services for four counties in Northern
4 California. Planwest specializes in LAFCo staffing and support services; and

5 **NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun
6 City authorizes the City Manager to execute a Professional Services Agreement on the City's
7 behalf with Planwest Partners to complete a Municipal Services Review and optional services for
8 the anticipated annexation of 3.4 million square feet of industrial space within the City's Sphere
9 of Influence in the amount of \$55,000.

10 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of
11 Suisun City held on Tuesday the 20th day of December 2022 by the following vote:

12 **AYES:** Council Members: _____
13 **NOES:** Council Members: _____
14 **ABSENT:** Council Members: _____
15 **ABSTAIN:** Council Members: _____

16 **WITNESS** my hand and the seal of said City this 20th day of December 2022.

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Anita Skinner
City Clerk

**Proposal Submitted
to Suisun City**

August 22, 2022



**Municipal Service Review Preparation
Plan for Services
Annexation Application Assistance**

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Project Understanding

The City of Suisun City is processing two applications for development of individual logistics centers, one located on the north side of State Route 12 at the eastern city boundary and the other on the south side of State Route 12 at the western city boundary. The two proposed centers are located within the current Sphere of Influence adopted by Solano LAFCO in 2017 and will require annexation to the City if approved. The two proposed logistics centers encompass the two largest remaining development areas in the Suisun City Sphere of Influence.

In order to support the annexation application for these two areas, Planwest will prepare an update to the 2016 Municipal Services Review (MSR) with sufficient detail to determine the feasibility of serving the existing and projected development in the city with the addition of the two proposed logistics centers. This analysis will be completed with explicit consideration of the City's General Plan public services policies. A separate Fiscal Impact Analysis is being prepared by Goodwin Consulting Group and will consider the impact on the city-wide Community Facilities District fee. The Fiscal Impact Analysis findings, when completed, will be incorporated into the MSR, for conformance with Solano LAFCO annexation standards prior to City approval.

In addition to the MSR, Planwest will further assist the City's annexation proposal by preparing a Plan for Services and associated Solano LAFCO annexation application. The plan for services will include a discussion of topics in accordance with CKH Act Section 56653. We understand that a complete annexation application is key to streamlining the Solano LAFCO annexation process.

Firm Overview

Planwest Partners Inc.

Planwest Partners is a community planning consulting firm based in Arcata, CA with satellite staff in Alpine County. We have been serving California communities since 1997. Planwest provides community, land use, environmental,



economic, and transportation planning services in addition to LAFCO staffing services for four counties in northern California. We specialize in LAFCO staffing and support services and have prepared Municipal Service Reviews (MSR) and Sphere of Influence (SOI) updates for El Dorado, Humboldt, Shasta, Del Norte, Butte, Trinity, Sonoma, Mendocino, Solano, Marin, and San Diego LAFCOs. We are committed to working collaboratively with our clients and the community to deliver outcomes that promote sound growth, economic sustainability, and environmental stewardship.

Planwest is a California “C” corporation, small business that expanded ownership to include two employees, Vanessa Blodgett and Colette Santsche, in addition to founder George Williamson. As of January 1, 2021, Vanessa and Colette have combined majority company ownership, making Planwest a women-owned business. Planwest has assisted city, county, regional, and tribal governments; transportation planning agencies; special districts; school districts; non-profits; and private industry in achieving their specific goals. Our multi-disciplinary staff comprised of planners, economists, spatial analysts, technicians, and administrators offers a wide range of professional skills necessary to meet and often exceed our client’s diverse planning needs and expectations. Planwest provides a full range of planning services, including:

- LAFCO contract services and special studies
- Municipal Service Reviews and Sphere of Influence Updates
- Plan for Services for changes of organization or reorganization
- Regional Services Planning, Consolidations, and Governance Models
- Community, General, and Specific Plans
- Strategic Plans and Visioning
- Community Outreach and Meeting Facilitation
- Environmental Planning Services – CEQA and NEPA Compliance
- Geographic Information Systems (GIS) Mapping and Data Management
- Land Use and Community Plans
- Hazard Mitigation and Emergency Management Planning
- Grant Writing
- Project Management
- Site Selection, Design and Feasibility Studies

We pride ourselves on serving client needs, engaging the public in visioning and place-based strategies, providing concise and engaging work products, and implementing comprehensive planning programs that serve to maximize the potential for implementation based on available and potential resources. Planwest has computer software and in-house capabilities including Microsoft Office Professional suite, Adobe CS creative suite (Photoshop, Illustrator, InDesign), Esri Geographical Information Systems (ArcGIS Desktop) software, and Google Sketchup software.

Team Qualifications

Key Personnel & Qualifications

The Planwest team includes professional planners, project managers, and a GIS manager with broad experience and technical expertise in overseeing LAFCo's planning and regulatory activities. Planwest's community services, land use, and economic planning experience offers a broad perspective when engaging Commissions, agencies, and stakeholders in evaluating service needs and capacity. We have included qualifications of our core project team below.

Colette Santsche, AICP

Principal/Partner/Project Manager

Colette Santsche is a Principal Planner and Partner at Planwest Partners with over 13 years of experience in community, environmental and services planning. Since 2011, she has served as an LAFCo administrator and analyst, and now serves as executive officer for both Humboldt and Trinity LAFCOs. During this time, she has processed over 35 boundary change applications, prepared a range of agency and service-specific MSR/SOI updates, and provides ongoing technical assistance to member agencies. More recently she has overseen the completion of regional MSRs for fire related districts, the formation of several community services districts, processed consolidations and complex special district reorganizations, and prepared a range of city and special district MSR/SOI updates. She also provides technical assistance to the North Coast Resource Partnership for the development of grant applications on behalf of special districts in the region. She works closely and effectively with elected officials and public agency staff.

Colette Santsche, Principal/ Partner

EDUCATION

Humboldt State University

B.S., Natural Resources Planning and Interpretation, 2006

TRAINING/PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners (AICP), 2018 to present

HSU Leading Organizational and Community Change Courses, 2017

Humboldt Area Foundation, Cascadia Leadership Program, 2012

National Charrette Institute, Charrette System Certificate, 2011

John Miller

Principal Planner

John Miller has nearly 28 years of experience working for, and consulting to, local government in land use and environmental planning, local government organization, and land use economics. Mr. Miller has worked as a long-range and project land use planner, analyst for a Local Agency Formation Commission, military base conversion project manager, consulting planner for local agency land use and environmental planning and land use economics, Tribal planner, and interim city manager. As a Senior Planner for Humboldt County, Mr. Miller served for 15 years as part of a small multi-disciplinary team to address countywide fire services capacity, assisting in all aspects of the formation of three fire protection districts, a regional fire district reorganization, and several district annexations, preparing long-range expenditure and revenue projections, service level analysis, property tax exchange agreements, and developing new special taxes to support fire protection services. In addition, Mr. Miller has completed comprehensive county general plan updates, comprehensive plan- and project-level CEQA documents, and local agency fiscal impact analyses. Mr. Miller was also a volunteer firefighter for a fire protection district for over 14 years, with extensive training and serving at various times as apparatus operator, training officer and Assistant Chief.

John Miller, Principal

EDUCATION

San Francisco State University
B.A., Economics, 1993

TRAINING/PROFESSIONAL AFFILIATIONS

Office of the State Fire Marshal
Fire Fighter 1 since 2013

Humboldt County Fire Safe Council
Member 2018 - 2022

Krystle Heaney, AICP

Senior Planner

Krystle Heaney has eight years of experience working with local, regional, and state agencies on project coordination and regulatory compliance in both the Sierra Nevada and Northern California regions. She had key roles in the San Rafael and Novato Regional MSRs prepared for Marin LAFCo and has conducted several MSR/SOI updates for Humboldt and Shasta LAFCOs including city MSRs for Arcata, Fortuna, and Trinidad in Humboldt County. Additional MSR experience includes El Dorado, Sonoma, San Diego, and Contra Costa LAFCOs. She has also attended workshops on MSR preparations and provides analyst and clerk services for Humboldt LAFCo which provides her with in depth knowledge of LAFCo policies and the Cortese-Knox-Hertzberg Act. Ms. Heaney's background in geography provides her with a system view of projects that allows for consideration of all project components and needs. She has proven facilitation skills on large controversial projects and can effectively communicate with regulatory staff as well as the public.

Krystle Heaney, AICP, Senior Planner

EDUCATION

California State University, Sacramento
B.A., Physical Geography, 2013

TRAINING/PROFESSIONAL AFFILIATIONS

California Planning Roundtable/ APA
Leadership Academy – 2022

American Institute of Certified Planners,
November 2020 to Present

Member - American Planning Association,
2019 to Present

AEP Intermediate CEQA Workshop - 2021

AEP Advanced CEQA Workshop – 2020

CALAFCO-U: Deep Dive into MSRs 2019

Jason Barnes

GIS Manager

Jason Barnes will serve as the team GIS Manager and will be an integral part of preparing the MSR including making detailed maps and diagrams to provide information to the Commission. Jason has over 10 years of experience working as an analyst, technician, cartographer, programmer, and university lecturer in the GIS field. His art background and broad technical experience lends well to GIS and cartographic visualization and communication. He has both principal and project management experience on a wide range of projects from socio-spatial, transportation, interactive mapping, and large area climate projects. He has been involved in activities involving many local consulting, non-profit, and federal agencies. He is currently on the board of directors for the Bigfoot Trail Alliance and is in the process of receiving his GIS Professional (GISP) certification through the GIS Certification Institute.

Jason Barnes, GIS Analyst

EDUCATION

Humboldt State University

M.S., GIS, 2012

Northern Michigan University

B.F.A., Photography, 2002

TRAINING/PROFESSIONAL AFFILIATIONS

Database Design Course, 2018

Bigfoot Trail Alliance Secretary, 2016-Present

ESRI Training Courses Member, ASPRS 2011 to Present

Cosette McCave

Planning Technician

Cosette McCave is a recent graduate from California Polytechnic Humboldt. She obtained her Bachelor of Science in Environmental Science and Management in May 2021. Since joining Planwest in the summer of 2021 she has assisted with multiple projects including preparation of Municipal Service Reviews for Shasta, Del Norte, and Humboldt counties. She has also assisted lead staff with preparation of Humboldt Bay Harbor District permits and is currently working on a housing development fee waiver ordinance for Humboldt County. She has an understanding of basic water and wastewater systems and is able to utilize information from source documents to draft language that can be used in project descriptions and environmental resource background sections.

Cosette McCave, Planning Technician

EDUCATION

Humboldt State University

B.S., Environmental Science and Management, 2021

TRAINING/PROFESSIONAL AFFILIATIONS

Board Member at Friends of the Arcata Marsh, 2019-2021

Humboldt Bay Nuclear Waste Study for HSU Capstone Course with Humboldt Bay Harbor District

Project Experience

Planwest conducts several MSRs every year for multiple LAFcos throughout the state. Below are some examples of our work over the last 3+ years.

EL DORADO LAFCO MSR PREPARATION

Small to Medium Water and Wastewater Service Providers MSR/SOI Update

Planwest is currently working with El Dorado LAFco staff on preparation of the Small to Medium Water and Wastewater Service Providers MSR/SOI Update. This update provides detailed service review for Georgetown Divide Public Utility District, South Tahoe Public Utility District, and Grizzly Flats Community Services District. Project tasks have included coordinating with agency staff on development and review of draft agency profiles, assessment of the financial standing for each agency, and coordination with the El Dorado LAFco subcommittee on review of the draft document. During preparation of the MSR, the Caldor fire severely impacted Grizzly Flats CSD, and South Tahoe PUD was impacted by both the Tamarack and Caldor fires. This required additional coordination with both districts to assess potential long-term impacts from the fires.

Contact: Erica Sanchez, El Dorado LAFco Interim Executive Officer
Address: 550 Main Street, Suite E, Placerville, CA 95667
Phone: (530) 295-2707
Email: ESanchez@edlafco.us
Dates: Summer 2021 to Present



SAN DIEGO LAFCO MSR PREPARATION

City of Poway MSR/SOI Update

Planwest, working with San Diego LAFco staff, prepared the City of Poway MSR/SOI Update in 2020-21. The City of Poway provides water treatment and distribution, wastewater collection and treatment, fire protection and emergency medical service, street and sidewalk maintenance, storm water and flood control, parks and recreation services, and community planning within its jurisdictional boundaries. The City does not provide water service to any adjacent unincorporated communities but does contract with nearby City of Escondido and City of San Diego to treat its wastewater. The City covers approximately 39.1 square miles (25,024 acres) and is located in northeast San Diego County. The SOI is larger than City boundaries and includes 2,114 acres of non-jurisdictional land. As a sample of our work, the City of Poway MSR/SOI update is included as an attachment to our proposal.

Contact: Keene Simonds, San Diego LAFco Executive Officer
Address: 9335 Hazard Way, Suite 200 San Diego, CA 92123
Phone: (858) 614-7755
Email: Keene.simonds@sdcounty.ca.gov
Dates: 2020-21



Ramona Municipal Water District MSR/SOI Update

Planwest, working with San Diego staff, prepared an administrative draft of the Ramona Municipal Water District MSR/SOI update in 2020. Ramona MWD provides potable water, irrigation, recycled water, sewer, and recreation services to the greater Ramona area including San Diego Country Estates. The draft MSR included detailed analysis of the provision of services over a five-year report period based on information obtained from the District and available demographics for the region. Planwest staff assisted in calculating trends over the five-year period and developing determinations regarding the level of services for the District.

Contact: Keene Simonds, San Diego LAFCo Executive Officer
Address: 9335 Hazard Way, Suite 200 San Diego, CA 92123
Phone: (858) 614-7755
Email: Keene.simonds@sdcounty.ca.gov
Dates: 2020-21

Solano LAFCO MSR PREPARATION

Water Districts MSR

Planwest prepared a MSR for Rural North Vacaville Water District (RNVWD) and Maine Prairie Water District (MPWD) in 2015. RNVWD was formed to address the lack of adequate available water from private wells within the rural North Vacaville area, which includes the Cantelow Road, English Hills, Gibson Canyon, and Steiger Hill areas. RNVWD provides water services for domestic and fire protection purposes. The MPWD provides agricultural water and irrigation for farming operations from three sources: the Solano Project, an agreement with the Solano Irrigation District (SID), and local surface water rights. Planwest reviewed existing water JPA's for shared services opportunities and recommended development of a capital improvement plan (CIP) as a tool to coordinate capital improvement purchases, timing and financing over a multi-year period. Planwest prepared detailed agency profiles, including service area overviews, infrastructure and capacity analysis, 5-year budget summaries, and governance information for each district.

Contact: Rich Seithel, Solano LAFCo Executive Officer
Address: 675 Texas St. Suite 6700
Fairfield, CA 94533
Phone: (707) 439-3897
Email: rseithel@solanolafco.com
Dates: 2015

Solano County LAFCo

TRINITY LAFCO MSR PREPARATION

Trinity PUD MSR/SOI Update

Planwest, as Trinity LAFCo staff, recently prepared the Trinity Public Utility District MSR/SOI update. Trinity PUD is the owner and operator of hydroelectric systems along the Trinity River and distributes power to approximately 12,000 consumers in a 2,200 square mile area in Trinity County. Under the 1955 Trinity River Division Act, Trinity County residents are entitled to 25 percent of energy produced at

the plants, at cost. As part of the MSR/SOI update, Planwest reviewed the District's entitlement relative to the total annual retail load and peak usage of the electric system. Planwest also documented the District's efforts to reduce fire risk to the surrounding communities and public lands, as well as to increase electric reliability to maintain critical services in local communities. With 85 percent of Trinity County served by TPUD, Planwest documented the electric service grid outside of the District's service area and developed MSR and SOI determinations based on the District's present and planned capacity and level of services.

Contact: Paul Hauser, General Manager
Alternate Contact: Sarah Sheetz, Administrative Services Manager
Address: 26 Ponderosa Lane, Weaverville, CA 96093
Phone: (530) 623-5536
Email: phauser@trinitypud.com
Dates: 2020-21



Weaverville CSD MSR/SOI Update

Planwest, as Trinity LAFCo staff, recently prepared the Weaverville Community Services District MSR/SOI update in 2020-21. Weaverville CSD provides water storage, treatment, and distribution to 3,554 customers in Weaverville and adjacent communities, with a total of 1,640 water service connections. As part of this MSR/SOI update, a SOI reduction was evaluated and approved to follow parcel lines and avoid 341 acres of open space designated territory that would not require the extension of urban services. Planwest worked with the District to evaluate SOI changes relative to planned uses, county land use policy, and anticipated need for water services.

Contact: Tim Kasper, General Manager
Address: 716 Main Street, Weaverville, CA 96093
Phone: (530) 623-5051
Email: wcscd@weavervillecsd.com
Dates: 2020-21

HUMBOLDT LAFCO MSR PREPARATION

Big Lagoon CSD MSR/SOI Update

Big Lagoon CSD is currently responsible for providing potable water service throughout the District and is primarily funded through user fees. Planwest worked closely with the district to document capital improvements to the system including increased storage capacity to meet CAL FIRE recommended fire flow storage amounts. Planwest also proposed changes to the SOI to better align the SOI with parcels receiving water service outside the District's boundary. (https://humboldtlafo.org/wp-content/uploads/Big-Lagoon-MSR_Adopted-3-17-21-1.pdf)

Contact: William Wenger
Address: PO Box 847, Trinidad, CA 95570
Phone: (707) 677-2008
Email: bill@biglagooncsd.com
Dates: 2020-21



City of Fortuna MSR/SOI Update

As Humboldt LAFCo staff, Planwest prepared the 2021 City of Fortuna MSR/SOI Update. Fortuna is a rural city located on the banks of the Eel River with a population of approximately 12,000. The City offers a range of municipal services including water, wastewater, street maintenance, police, and parks and recreation. Planwest worked closely with City staff to accurately document the current state of city services including recent impacts experienced from the Covid-19 pandemic such as fluctuating income, budget concerns, and changes to recreation opportunities. Most notably the MSR discussed the City's planned relocation of wastewater dispersal fields, updates on planned police department renovations, and traffic concerns in the southern portion of the City. In addition to standard services, Planwest also included a discussion of emergency preparedness and a tribal land acknowledgement to honor the area's original inhabitants. (https://humboldtlafo.org/wp-content/uploads/Fortuna-MSR-Adopted_1-20-21.pdf)

Contact: Liz Shorey, Deputy Director of Community Development
Address: P.O. Box 545, Fortuna, CA 95540
Phone: (707) 725-1408
Email: lshorey@ci.fortuna.ca.us
Dates: 2020-21



City of Arcata and Jacoby Creek CWD MSR/SOI Updates

Planwest recently prepared the City of Arcata and Jacoby Creek County Water District MSR/SOI updates. The City of Arcata provides a wide range of services including water, wastewater, law enforcement, street maintenance, parks and recreation, and other miscellaneous services. Most notably, the City has an agreement with the Jacoby Creek CWD for management, control and maintenance of the District's water system until the outstanding debt from a Davis-Grunsky loan obtained to construct the distribution system is fully paid off. Planwest staff worked with the City and District to document the shared services agreements and included conditions on the District SOI to include a plan of succession for when payoff of the Davis-Grunsky loan occurs. Additionally, the City operates a unique wastewater treatment facility on Arcata Bay and includes the use of a marsh system to treat wastewater. Many of the components of the facility are nearing the end of their useful life and the City is in the process of planning and implementing updates. Planwest was able to document planned facility upgrades in relation to expected demand in addition to highlighting City strategies for accommodating sea level rise in project plans.

(https://humboldtlafo.org/wp-content/uploads/Arcata-MSR_Adopted-11-18-20.pdf)

(https://humboldtlafo.org/wp-content/uploads/Jacoby-Creek-MSR_Adopted-9-16-2020.pdf)

Contact Person: David Loya, Community Development Director
Address: 736 F Street, Arcata, CA 95521
Phone: (707) 825-2045
Email: dloya@cityofarcata.org
Dates: 2019-2020



SONOMA LAFCO MSR PREPARATION

Timber Cove County Water District

Planwest Partners was contracted by Sonoma LAFCo to conduct a MSR/SOI Update and preliminary rate analysis for the Timber Cove County Water District. This MSR was requested by homeowners in the District who were concerned about the governance and financial management of the District. Planwest staff was able to gather information on the District from web resources and through coordination with District staff. Through our independent and impartial analysis we were able to document prior issues with District management and the current activities the District is taking to correct those issues. This resulted in specific recommendations for the District which include a follow up report on District finances after the completion of several outstanding audits. (<http://sonomalafo.org/Projects-and-Proposals/Timber-Cove-MSR-Project-Sept-2020/>)

Contact Person: Mark Bramfitt, Executive Officer Sonoma LAFCo
Address: 111 Santa Rosa Avenue, Ste 240, Santa Rosa, CA 95404
Phone: (707) 565-2577
Email: Mark.Bramfitt@sonoma-county.org
Dates: Jan-Oct 2020

SHASTA LAFCO MSR PREPARATION

Igo-Ono Community Services District

As Shasta LAFCo staff, Planwest recently prepared the draft Igo-Ono Community Services District MSR/SOI Update. The Igo-Ono CSD owns and operates raw water storage and delivery systems in rural Shasta County. This includes Misslebeck Dam, Hoover Diversion Structure, Rainbow Tunnel, and the Happy Valley Irrigation Canal. The canal, which consists of approximately 17 miles of ditches and flumes, dates back to the gold rush era and provides raw water to 70 service connections. As part of the MSR, Planwest discussed the need for a reliable source of potable water in the region and potential governance options to help satisfy this need.

Contact Person: John Moore, Board Chairman
Address: Private Residence
Phone: Private Number
Email: eroomjay@gmail.com
Dates: 2020-2021



Scope of Work

The Planwest team is well qualified and committed to preparing a MSR for the City of Suisun City. We understand that this development driven MSR will accompany an annexation application to Solano LAFCO. Development-related service reviews must demonstrate adequate service capacity and must include sufficient detail to evaluate the feasibility of serving additional development. This work, proposed under three task orders, will largely rely on analysis being completed as part of the California Environmental Quality Act Environmental Impact Report process that is currently underway for both projects and the separate fiscal analysis being conducted by the Goodwin Consulting Group.

TASK ORDER 1 – MUNICIPAL SERVICE REVIEW (MSR)

Task 1 - Data Collection

Planwest will hold a kick-off meeting (remotely) with Suisun City staff to review the scope and schedule and address any questions or process items prior to work commencement. In coordination with city staff, Planwest will determine what data is currently available and what additional information is needed to address the seven factors in GC §56430. This may include but is not limited to interviews and research of existing information and documents, including but not limited to the following:

- Suisun City General Plan policies related to public services, open space, land use, development, and more
- Suisun City Fire Department Needs Assessment, Fitch & Associates, LLC, January 2020
- Police Department Staffing and Facility Assessment, Suisun City, California, Matrix Consulting Group, March 2021
- Internal City Memorandum on Police Service Demands Relating to Proposed Logistics Centers June 2022
- Internal City Memorandum on Fire Service Demands Relating to Proposed Logistics Centers, June 2022
- CEQA documents including notice of preparation, agency comments, and technical reports for the two proposed logistics centers
- Draft Fiscal Impact Analysis by Goodwin Financial
- Suisun City budgets and audits
- Shared services or service agreements with other service providers responsible for providing garbage, water or sewer to the city (e.g., Solano Irrigation District, Suisun-Solano Water Authority)
 - Review SSWA Urban Water Management Plan
 - SID Groundwater Sustainability Plan
- Capital Improvement Plans, infrastructure and services related plans and documents

Task 2 - Interpretation and Analysis

Based on the research conducted in Task 1, Planwest will interpret and analyze information to determine the level of service, availability, and capacity of services provided for the existing and projected development in the city with the addition of the two proposed logistics centers. This services analysis will draw conclusions on service needs with explicit consideration of the City General Plan public services policies. Planwest will work with city staff to request information necessary to prepare an agency profile and make statutorily required determinations. The agency profile will describe city specific information, such as its location, history, number of employees, structure, the services it provides, and figures of the

existing city boundary and SOI boundary. Demographic and land use information, including documenting disadvantaged status, within and adjacent to the current SOI will be compiled. Planwest will meet with Suisun City staff to review the draft agency profile and make needed revisions.

Task 3 - Administrative Draft MSR Report

Planwest will produce an Administrative Draft MSR with appropriate and actionable recommendations for city staff and departmental review. The Administrative Draft MSR will be organized in a way that is both readable and suitable for use by elected and appointed officials, service providers, and the public. We will present issues in the most succinct manner possible while including necessary content and ensuring readability including:

- Background section (CKH Overview, purpose and study methodology as presented in the scope of work).
- Brief description of MSR and current SOI study area and affected providers
- Project description and services overview for the two proposed logistics centers
- Summary of important issues, policies, conclusions, and analyses by evaluation category
- Service level/industry standards comparison tables
- Draft MSR determinations and recommendations

Completion of the Administrative Draft MSR will rely heavily on the Draft EIRs to make conclusions regarding the City's ability to provide municipal services to the proposed logistics facilities. Once the Administrative Draft MSR is complete, Planwest will meet with city staff and address departmental comments. The revised Administrative Draft MSR will then be sent to Solano LAFCO for review. Planwest will hold a joint meeting with Suisun City and Solano LAFCO staff to discuss any significant issues identified and review draft determinations.

Task 4 - Public Review Draft MSR Report

Based on Suisun City and LAFCO review and comments, Planwest will prepare a Public Review Draft MSR that includes proposed findings, determinations, and recommendations. We will also help facilitate review of the draft report by the Planning Commission and City Council, affected/interested agencies, and the public. This will include virtual attendance and presentation at two public hearings with the Planning Commission and City Council as needed. Planwest will also be available to virtually attend and present the draft report as a public workshop item at a Solano LAFCO Commission meeting as requested.

Task 5 - Final MSR Report and Adoption

Based on comments received during the agency and public review period, Planwest will prepare a Final MSR addressing comments from the Planning Commission and City Council meetings, Solano LAFCO Commission, affected/interested agencies, and the public, including findings, determinations, and recommendations. This will also include a tracking sheet of comments received and responses to comments, as necessary. Planwest will then virtually attend and present the final report at a public hearing of the Planning Commission and City Council. We recommend that the City Council's recommendation to forward the MSR to Solano LAFCO be concurrent with Resolution of Application approval, including the LAFCO Application Form and Plan for Services (optional Planwest Task Orders).

OPTIONAL TASK ORDER 2 – Plan for Service Report (PFS)

Task 1 – Coordination with LAFCO Staff

Planwest will work closely with Solano LAFCO staff to coordinate preparation of a Plan for Services that will be submitted as part of the annexation application. While the Plan for Service requirements are outlined in Section 56653 of the CKH Act, each individual LAFCO may have additional requirements based on their policies. Working with LAFCO staff will ensure that all requirements are included in the plan before submittal.

Task 2 – Plan for Service Report

Planwest will utilize information gathered as part of the MSR, EIR, and financial review processes to prepare the Plan for Service as outlined in the CKH Act. This will include the following sections:

- An enumeration and description of the services currently provided or to be extended to the affected territory.
- The level and range of those services.
- An indication of when those services can feasibly be extended to the affected territory, if new services are proposed.
- An indication of any improvement or upgrading of structures, roads, sewer or water facilities, or other conditions the local agency would impose or require within the affected territory if the change of organization or reorganization is completed.
- Information with respect to how those services will be financed.

The plan will also include any additional information requested by Solano LAFCO. The draft plan will be provided to Suisun City staff for review and comment before being finalized and submitted as part of the annexation application.

OPTIONAL TASK ORDER 3 – LAFCO Application Assistance

Task 1 – Preparation of LAFCO Application

Planwest will coordinate with Suisun City staff and Solano LAFCO staff to develop the necessary documentation required for the annexation application. This will include coordination of the following:

- Resolution of Application (to be drafted by Planwest)
- Required maps and legal descriptions (to be completed by surveyor)
- Pre-zoning (to be completed by City staff)
- Plan for Services (Task Order 2)
- CEQA documentation (EIR completed by AECOM and certified by the City)

Planwest will compile all the required documents into a single application package for submittal to Solano LAFCO. Planwest will ensure all applicable Solano LAFCO policies are addressed in the LAFCO Application.

Task 2 – Submit Application to LAFCO

Planwest will submit the complete application package to Solano LAFCO on behalf of Suisun City. We will then remain available to answer questions and coordinate with LAFCO staff on review of the application. Planwest staff will also be available to attend (virtually) the LAFCO public hearing for the application.

Budget

Based on the above tasks and project schedule, Planwest has estimated the costs to prepare a MSR for a total budget not to exceed \$35,040 for Task Order 1. A cost by task summary is included below. The budget assumes virtual attendance at meetings. A breakdown of project costs including hourly rates is provided below. Optional Task Orders 2 and 3 are also included below for reference.

	Principal/ Project Mgr C. Santsche	Principal Planner J. Miller	Senior Planner K. Heaney	GIS Manager J. Barnes	Planning Technician C. McCave	Expense	Total
	Rate	\$140	\$120	\$100	\$80		
Task Order 1 - Municipal Service Review							\$35,040.00
Task 1. Data Collection and Review	8.00	8.00	8.00	8.00	32.00		\$6,560.00
Task 2. Interpretation and Analysis	16.00	16.00	24.00	16.00	32.00		\$11,520.00
Task 3. Administrative Draft MSR/SOI Report	16.00	16.00	32.00	8.00	8.00		\$9,760.00
Task 4. Public Review Draft MSR/SOI Report	8.00	8.00	8.00	8.00	8.00	\$40	\$4,680.00
Task 5. Final MSR/SOI Report and Adoption	4.00	4.00	8.00	4.00		\$40	\$2,520.00
Task Order 2 - Plan for Services							\$11,760.00
Task 1. Coordination with LAFCO Staff	16.00		4.00				\$2,720.00
Task 2. Plan for Service Report	16.00	20.00	16.00	8.00	16.00		\$9,040.00
Task Order 3 - LAFCo Application Assistance							\$8,200.00
Task 1. Preparation of LAFCO Application	16.00	4.00	8.00	8.00	8.00		\$5,200.00
Task 2. Submit Application to LAFCO	16.00	4.00		2.00			\$3,000.00
Total Hours	84.00	72.00	100.00	52.00	96.00		404.00
Total Cost	\$11,760.00	\$10,080.00	\$12,000.00	\$5,200.00	\$7,680.00	\$80.00	\$55,000.00

Tentative MSR Schedule

Timing of each work task is contingent on authorization by September 30, 2022. Completion of the Administrative Draft MSR will also rely on completion of the Draft EIR being prepared by AECOM. A tentative timeline is provided below based on completion of the Draft EIR by January 2022. The schedule assumes three weeks for city staff review of major documents.

TASK	DESCRIPTION	COMPLETION DATE
1	Data Collection	Oct – Dec 2022
2	Interpretation and Analysis	Dec 2022 – Feb 2023
3	Administrative Draft MSR Report	March 2023
4	Public Review Draft MSR Report	April 2023
5	Final MSR Report and Adoption	June 2023

Insurance

Planwest will maintain during the term of the project the following general and professional liability insurance in the following amounts:

- Commercial General Liability: \$1,000,000 combined single limit coverage.
- Business Automobile Insurance: \$1,000,000 per accident.
- Workers Compensation Insurance: \$1,000,000 per accident for bodily injury or disease.
- Errors and Omissions Professional Liability Insurance: \$1,000,000 per claim and \$2,000,000 aggregate.

Prior to commencing services, Planwest will furnish certificates of insurance showing the coverage required above and any additional coverage as requested.

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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SUISUN CITY

and

Planwest Partners

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SUISUN CITY AND PLANWEST PARTNERS INC.
CONSULTING GROUP**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into on December 20, 2022, by and between the **CITY OF SUISUN CITY**, a California municipal corporation (“City”) and **Planwest Partners Inc.**, a (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Suisun City Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar

day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Consultant's Authorized Initials _____

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

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

1.7 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **\$55,000.00 (Fifty Five Thousand Dollars)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.4, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding two years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for an additional one-year term.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Jim Bermudez, Development Services Director, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury

and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

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

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

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

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

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

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

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

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or

entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make

records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such

information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Solano, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California.

7.2 Disputes; Default.

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

outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be

deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this

Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Suisun City, 701 Civic Center Drive, Suisun City, CA 94585 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

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

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this

Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

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

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SUISUN CITY, a municipal corporation

Alma Hernandez, Mayor Pro-Tem

ATTEST:

City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Elena Gerli, City Attorney

CONSULTANT:

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:

EXHIBIT “A”

SCOPE OF SERVICES

The Planwest team is well qualified and committed to preparing a MSR for the City of Suisun City. We understand that this development driven MSR will accompany an annexation application to Solano LAFCO. Development-related service reviews must demonstrate adequate service capacity and must include sufficient detail to evaluate the feasibility of serving additional development. This work, proposed under three task orders, will largely rely on analysis being completed as part of the California Environmental Quality Act Environmental Impact Report process that is currently underway for both projects and the separate fiscal analysis being conducted by the Goodwin Consulting Group.

TASK ORDER 1 – MUNICIPAL SERVICE REVIEW (MSR)

Task 1 - Data Collection

Planwest will hold a kick-off meeting (remotely) with Suisun City staff to review the scope and schedule and address any questions or process items prior to work commencement. In coordination with city staff, Planwest will determine what data is currently available and what additional information is needed to address the seven factors in GC §56430. This may include but is not limited to interviews and research of existing information and documents, including but not limited to the following:

- Suisun City General Plan policies related to public services, open space, land use, development, and more
- Suisun City Fire Department Needs Assessment, Fitch & Associates, LLC, January 2020
- Police Department Staffing and Facility Assessment, Suisun City, California, Matrix Consulting Group, March 2021
- Internal City Memorandum on Police Service Demands Relating to Proposed Logistics Centers June 2022
- Internal City Memorandum on Fire Service Demands Relating to Proposed Logistics Centers, June 2022
- CEQA documents including notice of preparation, agency comments, and technical reports for the two proposed logistics centers
- Draft Fiscal Impact Analysis by Goodwin Financial
- Suisun City budgets and audits
- Shared services or service agreements with other service providers responsible for providing garbage, water or sewer to the city (e.g., Solano Irrigation District, Suisun-Solano Water Authority) ○ Review SSWA Urban Water Management Plan
- SID Groundwater Sustainability Plan
- Capital Improvement Plans, infrastructure and services related plans and documents

Task 2 - Interpretation and Analysis

Based on the research conducted in Task 1, Planwest will interpret and analyze information to determine the level of service, availability, and capacity of services provided for the existing and projected development in the city with the addition of the two proposed logistics centers. This services analysis will draw conclusions on service needs with explicit consideration of the City General Plan public services policies. Planwest will work with city staff to request information necessary to prepare an agency profile and make statutorily required determinations. The agency profile will describe city specific information, such as its location, history, number of employees, structure, the services it provides, and figures of the existing city boundary and SOI boundary. Demographic and land use

information, including documenting disadvantaged status, within and adjacent to the current SOI will be compiled. Planwest will meet with Suisun City staff to review the draft agency profile and make needed revisions.

Task 3 - Administrative Draft MSR Report

Planwest will produce an Administrative Draft MSR with appropriate and actionable recommendations for city staff and departmental review. The Administrative Draft MSR will be organized in a way that is both readable and suitable for use by elected and appointed officials, service providers, and the public. We will present issues in the most succinct manner possible while including necessary content and ensuring readability including:

- Background section (CKH Overview, purpose and study methodology as presented in the scope of work).
- Brief description of MSR and current SOI study area and affected providers
- Project description and services overview for the two proposed logistics centers
- Summary of important issues, policies, conclusions, and analyses by evaluation category
- Service level/industry standards comparison tables
- Draft MSR determinations and recommendations

Completion of the Administrative Draft MSR will rely heavily on the Draft EIRs to make conclusions regarding the City's ability to provide municipal services to the proposed logistics facilities. Once the Administrative Draft MSR is complete, Planwest will meet with city staff and address departmental comments. The revised Administrative Draft MSR will then be sent to Solano LAFCO for review. Planwest will hold a joint meeting with Suisun City and Solano LAFCO staff to discuss any significant issues identified and review draft determinations.

Task 4 - Public Review Draft MSR Report

Based on Suisun City and LAFCO review and comments, Planwest will prepare a Public Review Draft MSR that includes proposed findings, determinations, and recommendations. We will also help facilitate review of the draft report by the Planning Commission and City Council, affected/interested agencies, and the public. This will include virtual attendance and presentation at two public hearings with the Planning Commission and City Council as needed. Planwest will also be available to virtually attend and present the draft report as a public workshop item at a Solano LAFCO Commission meeting as requested.

Task 5 - Final MSR Report and Adoption

Based on comments received during the agency and public review period, Planwest will prepare a Final MSR addressing comments from the Planning Commission and City Council meetings, Solano LAFCO Commission, affected/interested agencies, and the public, including findings, determinations, and recommendations. This will also include a tracking sheet of comments received and responses to comments, as necessary. Planwest will then virtually attend and present the final report at a public hearing of the Planning Commission and City Council. We recommend that the City Council's recommendation to forward the MSR to Solano LAFCO be concurrent with Resolution of Application approval, including the LAFCO Application Form and Plan for Services (optional Planwest Task Orders).

OPTIONAL TASK ORDER 2 – Plan for Service Report (PFS)

Task 1 – Coordination with LAFCO Staff

Planwest will work closely with Solano LAFCO staff to coordinate preparation of a Plan for Services that will be submitted as part of the annexation application. While the Plan for Service requirements are outlined in Section 56653 of the CKH Act, each individual LAFCO may have additional requirements

based on their policies. Working with LAFCO staff will ensure that all requirements are included in the plan before submittal.

Task 2 – Plan for Service Report

Planwest will utilize information gathered as part of the MSR, EIR, and financial review processes to prepare the Plan for Service as outlined in the CKH Act. This will include the following sections:

- An enumeration and description of the services currently provided or to be extended to the affected territory.
- The level and range of those services.
- An indication of when those services can feasibly be extended to the affected territory, if new services are proposed.
- An indication of any improvement or upgrading of structures, roads, sewer or water facilities, or other conditions the local agency would impose or require within the affected territory if the change of organization or reorganization is completed.
- Information with respect to how those services will be financed.

The plan will also include any additional information requested by Solano LAFCO. The draft plan will be provided to Suisun City staff for review and comment before being finalized and submitted as part of the annexation application.

OPTIONAL TASK ORDER 3 – LAFCO Application Assistance

Task 1 – Preparation of LAFCO Application

Planwest will coordinate with Suisun City staff and Solano LAFCO staff to develop the necessary documentation required for the annexation application. This will include coordination of the following:

- Resolution of Application (to be drafted by Planwest)
- Required maps and legal descriptions (to be completed by surveyor)
- Pre-zoning (to be completed by City staff)
- Plan for Services (Task Order 2)
- CEQA documentation (EIR completed by AECOM and certified by the City)

Planwest will compile all the required documents into a single application package for submittal to Solano LAFCO. Planwest will ensure all applicable Solano LAFCO policies are addressed in the LAFCO Application.

Task 2 – Submit Application to LAFCO

Planwest will submit the complete application package to Solano LAFCO on behalf of Suisun City. We will then remain available to answer questions and coordinate with LAFCO staff on review of the application. Planwest staff will also be available to attend (virtually) the LAFCO public hearing for the application.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.4, and only if specified in the Schedule of Compensation. The Contract Sum shall include the remote attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional in-person meetings to facilitate such coordination, Consultant shall ~~not~~ be entitled to ~~any~~ additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit “C”, and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within ~~forty-five (45)~~ thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period unless invoices are submitted 5 business days before warrant run. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction

and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

EXHIBIT "C" Schedule of Compensation

~~H: A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.~~

EXHIBIT “C”

SCHEDULE OF COMPENSATION

	Total
Rate	
Task Order 1 - Municipal Service Review	\$35,040.00
Task 1. Data Collection and Review	\$6,560.00
Task 2. Interpretation and Analysis	\$11,520.00
Task 3. Administrative Draft MSR/SOI Report	\$9,760.00
Task 4. Public Review Draft MSR/SOI Report	\$4,680.00
Task 5. Final MSR/SOI Report and Adoption	\$2,520.00
Task Order 2 - Plan for Services	\$11,760.00
Task 1. Coordination with LAFCO Staff	\$2,720.00
Task 2. Plan for Service Report	\$9,040.00
Task Order 3 - LAFCo Application Assistance	\$8,200.00
Task 1. Preparation of LAFCO Application	\$5,200.00
Task 2. Submit Application to LAFCO	\$3,000.00
Total Hours	404.00
Total Cost	\$55,000.00

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

Timing of each work task is contingent on authorization by September 30, 2022. Completion of the Administrative Draft MSR will also rely on completion of the Draft EIR being prepared by AECOM. A tentative timeline is provided below based on completion of the Draft EIR by January 2022. The schedule assumes three weeks for city staff review of major documents.

TASK	DESCRIPTION	COMPLETION DATE
1	Data Collection	Oct – Dec 2022
2	Interpretation and Analysis	Dec 2022 – Feb 2023
3	Administrative Draft MSR Report	March 2023
4	Public Review Draft MSR Report	April 2023
5	Final MSR Report and Adoption	June 2023

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AGENDA TRANSMITTAL

MEETING DATE: December 20, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with David Wade and Associates to Process the Development Application for the Highway 12 Logistics Center Project.

FISCAL IMPACT: There would be no impact to the General Fund. The cost for retaining the firm of David Wade and Associates to act as city staff and process the development application is recommended to be amended from \$72,600 to \$92,600. This total cost will be fully borne by the developer/applicant.

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

BACKGROUND: On February 2, 2021, the City Council passed Resolution 2021-12 which authorized the City Manager to execute a professional services contract in the amount of \$66,000 for Mr. David Wade to act as an extension of City staff and process the Highway 12 Logistics Center Project (Attachment 2, Vicinity Map). The City Manager was also authorized to execute a ten percent contingency (\$6,600) for a total contract award of \$72,600.

STAFF REPORT: As is common with development projects, they can be unpredictable in project length. This is particularly true for estimating the duration of entitlements for a project and since the environmental document for the project has not yet been released, and the project has yet to commence annexation, it is important to amend the contract. Staff has prepared a resolution and contract amendment which would authorize the City Manager authority to execute Amendment No 1 on the City's behalf with David Wade and Associates in the amount of \$20,000 bringing the total contract award from \$72,600 to \$92,600 fully paid for by the developer.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2022-___: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf increasing the contract to \$92,600 with David Wade and Associates to Process the Development Application for the Highway 12 Logistics Center Project.

ATTACHMENTS:

1. Resolution No. 2022-___: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with David Wade and Associates to Process the Development Application for the Highway 12 Logistics Center Project.
2. Highway 12 Project Vicinity Map
3. Budget Supplement Memorandum

PREPARED BY:

Jim Bermudez, Development Services Director

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

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RESOLUTION NO. 2022-__

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

WHEREAS, it has become necessary to request amendment to the contract with David Wade and Associates in processing the development application for the Highway 12 Logistics Center Project; and

WHEREAS, a development application was received for the Highway 12 Logistics Center Project and requires supplemental staff to move the project expeditiously; and

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

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

WHEREAS, on February 2, 2021, the City Council passed Resolution 2021-12 authorizing the City Manager to execute a professional services contract in the amount of \$72,600 to be the primary contact for the Highway 12 Logistics Center Project; and

WHEREAS, it is common with development projects, they can be unpredictable in project length and necessitate additional funding,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute Amendment No. 1 on the City's behalf with David Wade and Associates to continue processing the development application for the Highway 12 Logistics Center Project in the amount of \$20,000 bringing the total contract award to \$92,600.

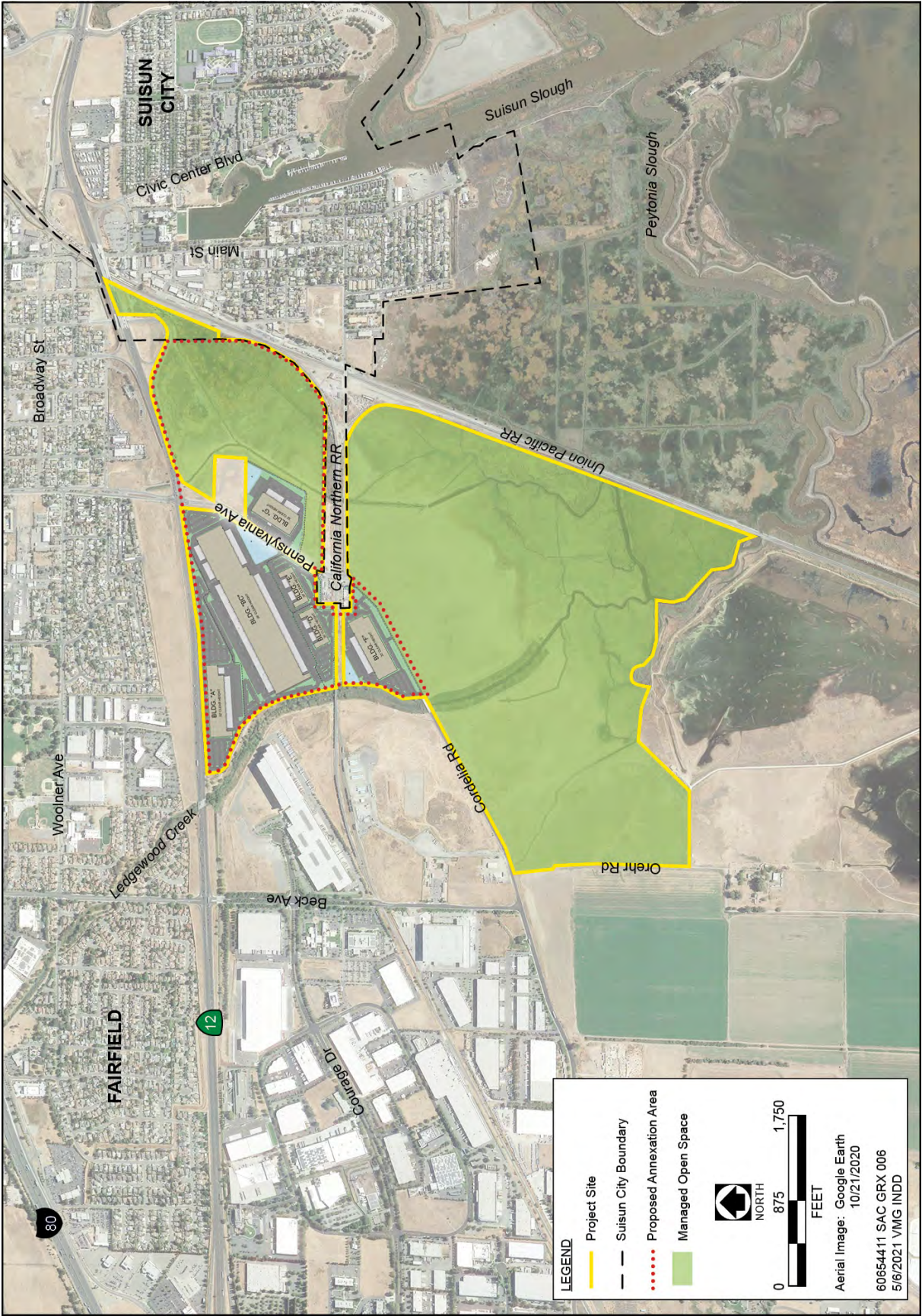
PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 20th day of December 2022 by the following vote:

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 December 2022.

Anita Skinner
City Clerk

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Project Area

Highway 12 Logistics Center
City of Suisun City

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MEMORANDUM

DATE November 7, 2022

TO: Jim Bermudez, Development Services Director

FROM: David Wade, AICP-CUD Consultant for Logistics Projects

SUBJECT: Budget Augmentation for Consulting Services

Jim

Per your request I am submitting this memorandum to support a request for budget augmentation for the Hwy 12 Logistics Center and the Suisun City Logistics Center.

Justification for Budget Augmentation

Both the Hwy 12 Logistics Center project and the Suisun City Logistics Center have taken considerably longer to complete than the original scope of work and budget anticipated. Some of these time-consuming issues are common to both projects, other issues are unique to the individual project.

Common issues include the exceptionally long period required to initiate and complete the Water Supply Assessment required for both projects under CEQA. Solano Irrigation District has had complete control of this aspect and when combined with alternative water supply solutions promoted by the applicant, this process has been extraordinary. A second issue common to both projects was the traffic analyses. Each project was served by a separate traffic consultant and there were differences in approach that needed to be reconciled so that the CEQA analyses would be comparable. This required a major revision of the Suisun Logistics traffic analysis. Similarly, the air quality analyses need to be compatible so that the assumptions are consistent. Since the air quality maintenance district seemed to be amending the analytical basis during the time the draft EIRs were being prepared, and one of the projects already had a completed draft, it was necessary to revise that draft.

Each of the projects has had its own unique issues. The Hwy 12 Logistics Center has had issues with the water and sewer connections, and the applicant has asked that a smaller footprint alternative be added to the evaluation process. The Suisun Logistics Center has had on-going issues with the wetlands analysis, with traffic impacts along Walters Road, and with the confusion regarding potential impacts to Petersen Road traffic vis emergency operations at Travis AFB. Each of these has caused the time line to extend.

Scope of Budget Augmentation

It is tough to provide an estimate because so much of what I do is responding to issues that may not have been foreseen rather than specific products or tasks. I note that at this point the Hwy 12 project has a budget balance of roughly \$20 thousand and the Suisun Logistics budget balance is only about \$7,000 even though the projects started at about the same time and the Suisun Logistics budget has already had a supplement of \$25 thousand. If it is necessary to spend an average of around 4 hours per week on responding to inquiries and administering the meetings, etc. this equates to about \$3,000 per

month on each project. As we get to the end of the projects, I will devote more time to reviewing and commenting on documents such as the ADEIR and the fiscal analyses, and attending public meetings and staff meetings, and drafting the staff report. I would assume this will increase the average weekly activity to about 8 hours per week. If we assume that the projects have another 10 months (estimated completion by July 1, 2023) to final action and that the increase in activity occurs in the final three months I would estimate the amount of budget in the following manner. For each project the time expenditure would be approximately 112 hours for seven months, then 96 hours in total for the final three months per project. At my current billing rate (\$195 per hour) this would equate to a budget of \$40,560 for each project.

Since the Hwy 12 project currently has a budget balance of approximately \$20,000 the budget supplement would need to be about \$20,000.

Since the Suisun Logistics project currently has a budget balance of approximately \$7,000 the budget supplement would need to be about \$33,000.

AGENDA TRANSMITTAL

MEETING DATE: December 20, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022-__: Authorizing the City Manager to Execute Contract Amendment No. 2 on the City's Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project.

FISCAL IMPACT: There would be no impact to the General Fund. The cost for retaining the firm of David Wade and Associates to act as city staff and process the development application is recommended to be amended from \$100,100 to \$133,100 and is fully borne by the developer/applicant.

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

BACKGROUND: On December 15, 2020, the City Council passed Resolution 2020-154 which authorized the City Manager to execute a professional services contract in the amount of \$66,000 for Mr. David Wade to act as an extension of City staff and process the Suisun Logistics development project. The City Manager was also authorized to execute contracts with the granted ten percent contingency (\$6,600) for a total of \$72,600. This contract is paid for by the developer. On November 16, 2021, the City Council authorized Amendment No. 1 increasing the initial contract amount to \$91,000, which included a ten percent contingency bringing the total authorization to \$100,100.

STAFF REPORT: As is common with development projects, they can be unpredictable in project length. This is particularly true for estimating the duration of entitlements for a project and since the environmental document for the project has not yet been released, and the project has yet to commence annexation, it is important to amend the contract. Staff has prepared a resolution and contract amendment which would authorize the City Manager authority to execute Amendment No 2 to the contract from \$100,100 to \$133,100, a \$33,000 budget augment increase from the previous amendment paid for by the developer.

RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2022-__: Authorizing the City Manager to Execute Contract Amendment No. 2 on the City's Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project.

ATTACHMENTS:

1. Resolution No. 2022-__: Authorizing the City Manager to Execute Contract Amendment No. 2 on the City's Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project.
2. Project Vicinity Map
3. Budget Supplement Memo

PREPARED BY:

Jim Bermudez, Development Services Director

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

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RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT
NO. 2 ON THE CITY'S BEHALF WITH DAVID WADE AND ASSOCIATES TO
PROCESS THE DEVELOPMENT APPLICATION FOR THE SUISUN LOGISTICS
CENTER PROJECT.**

WHEREAS, it has become necessary to request amendment to the contract with Davide Wade and Associates in processing the development application for the Suisun Logistics Center Project; and

WHEREAS, the City Council authorized the City Manager to execute a professional services contract on behalf of the City with David Wade and Associates via Resolution 2020-154; and

WHEREAS, a development application has been received for the Suisun Logistics Center Project east of Walters Road between Peterson Road and Highway 12 and requires supplemental staff to move the project expeditiously; and

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

WHEREAS, on December 15, 2020, the City Council passed Resolution 2020-154 authorizing the City Manager to execute a professional services contract in the amount of \$72,600 to be the primary contact and project manager for the Suisun Logistics Center Project; and

WHEREAS, on November 16, 2021, the City Council authorized Amendment No. 1 increasing the initial contract amount to \$100,100; and

WHEREAS, it is common with development projects, they can be unpredictable in project length and necessitate additional funding,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute Amendment No. 2 on the City's behalf with David Wade and Associates to process the development application for the Suisun Logistics Center Project in the amount of \$33,000 bringing the total contract amount award to \$133,000.

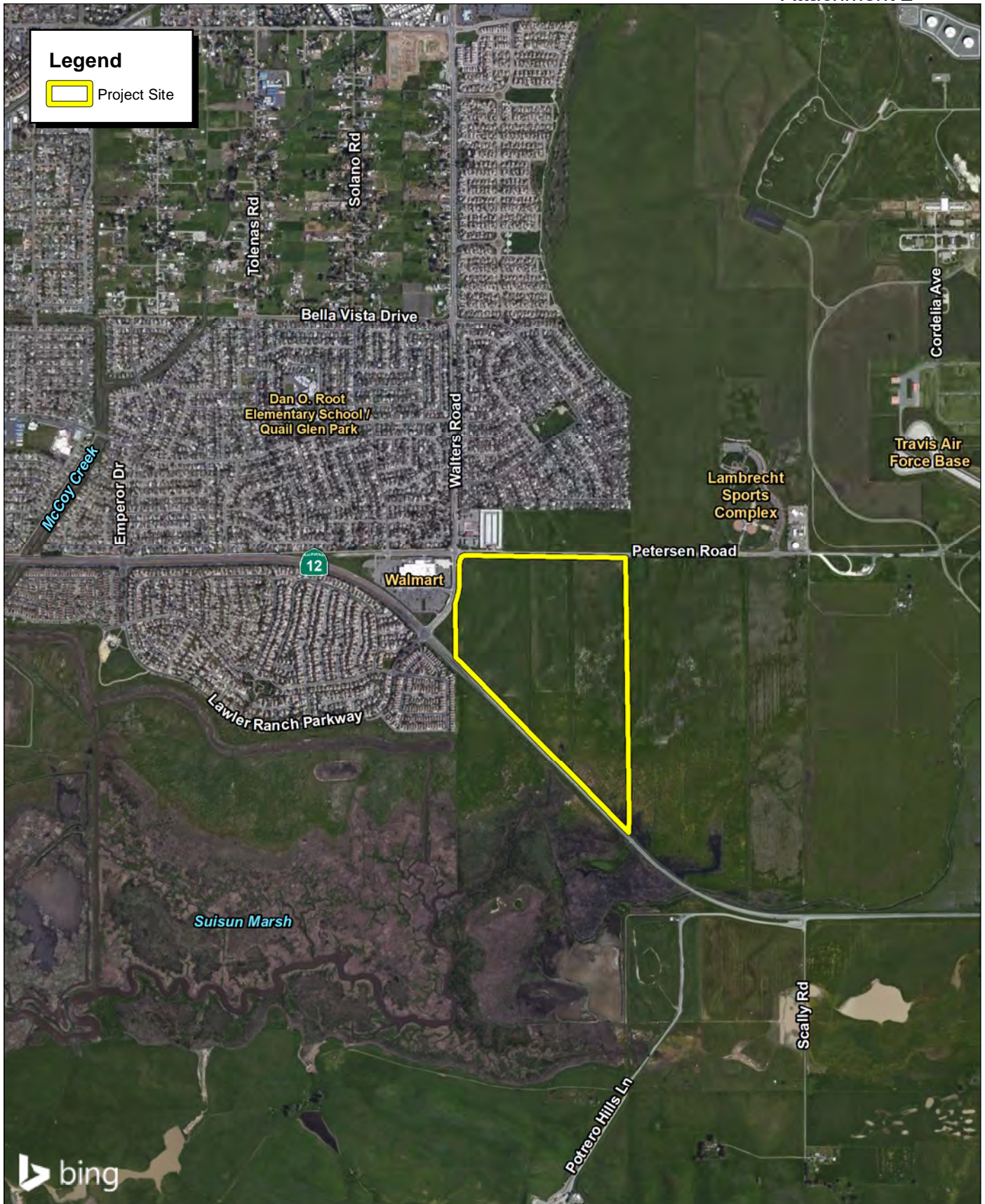
PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 20th day of December 2022 by the following vote:

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 December 2022.

Anita Skinner
City Clerk

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Source: Bing Aerial Imagery.

FIRSTCARBON
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Exhibit 2-2 Local Vicinity Map Aerial Base

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MEMORANDUM

DATE November 7, 2022

TO: Jim Bermudez, Development Services Director

FROM: David Wade, AICP-CUD Consultant for Logistics Projects

SUBJECT: Budget Augmentation for Consulting Services

Jim

Per your request I am submitting this memorandum to support a request for budget augmentation for the Hwy 12 Logistics Center and the Suisun City Logistics Center.

Justification for Budget Augmentation

Both the Hwy 12 Logistics Center project and the Suisun City Logistics Center have taken considerably longer to complete than the original scope of work and budget anticipated. Some of these time-consuming issues are common to both projects, other issues are unique to the individual project.

Common issues include the exceptionally long period required to initiate and complete the Water Supply Assessment required for both projects under CEQA. Solano Irrigation District has had complete control of this aspect and when combined with alternative water supply solutions promoted by the applicant, this process has been extraordinary. A second issue common to both projects was the traffic analyses. Each project was served by a separate traffic consultant and there were differences in approach that needed to be reconciled so that the CEQA analyses would be comparable. This required a major revision of the Suisun Logistics traffic analysis. Similarly, the air quality analyses need to be compatible so that the assumptions are consistent. Since the air quality maintenance district seemed to be amending the analytical basis during the time the draft EIRs were being prepared, and one of the projects already had a completed draft, it was necessary to revise that draft.

Each of the projects has had its own unique issues. The Hwy 12 Logistics Center has had issues with the water and sewer connections, and the applicant has asked that a smaller footprint alternative be added to the evaluation process. The Suisun Logistics Center has had on-going issues with the wetlands analysis, with traffic impacts along Walters Road, and with the confusion regarding potential impacts to Petersen Road traffic vis emergency operations at Travis AFB. Each of these has caused the time line to extend.

Scope of Budget Augmentation

It is tough to provide an estimate because so much of what I do is responding to issues that may not have been foreseen rather than specific products or tasks. I note that at this point the Hwy 12 project has a budget balance of roughly \$20 thousand and the Suisun Logistics budget balance is only about \$7,000 even though the projects started at about the same time and the Suisun Logistics budget has already had a supplement of \$25 thousand. If it is necessary to spend an average of around 4 hours per week on responding to inquiries and administering the meetings, etc. this equates to about \$3,000 per

month on each project. As we get to the end of the projects, I will devote more time to reviewing and commenting on documents such as the ADEIR and the fiscal analyses, and attending public meetings and staff meetings, and drafting the staff report. I would assume this will increase the average weekly activity to about 8 hours per week. If we assume that the projects have another 10 months (estimated completion by July 1, 2023) to final action and that the increase in activity occurs in the final three months I would estimate the amount of budget in the following manner. For each project the time expenditure would be approximately 112 hours for seven months, then 96 hours in total for the final three months per project. At my current billing rate (\$195 per hour) this would equate to a budget of \$40,560 for each project.

Since the Hwy 12 project currently has a budget balance of approximately \$20,000 the budget supplement would need to be about \$20,000.

Since the Suisun Logistics project currently has a budget balance of approximately \$7,000 the budget supplement would need to be about \$33,000.

AGENDA TRANSMITTAL

MEETING DATE: December 20, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to Execute a Second Amendment to a Professional Services Agreement on the City's Behalf with First Carbon Solutions (FCS) to Prepare an Environmental Impact Report for the Suisun Logistics Center Project.

FISCAL IMPACT: Due to this budget amendment, there would be no fiscal impact on the General Fund. The total cost for retaining the First Carbon Solutions to prepare and complete an Environmental Impact Report (EIR) and add critical tasks to the agreed-upon scope will be fully borne by the developer/applicant.

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

BACKGROUND: On December 15, 2020, the City Council adopted Resolution No. 2020-155. This resolution authorized the City Manager to execute a professional services agreement with FCS to complete a California Environmental Quality Act (CEQA) review for the Suisun Logistics Project totaling \$268,729. The Suisun Logistics project is located east of Walters between Peterson Road and Highway 12 (Attachment 2 – Project Location Map).

After the commencement of the environmental analysis, additional project tasks needed to be added to the project scope of work; on March 28, 2022, a first amendment was authorized under the City Manager's authority for \$24,590 to include tasks to update the project's Cultural Resource Assessment -Section 106 analysis. Initial scoping of the project tasks did not have this evaluation as it was assumed the prior Environmental Impact Report for a similar project at this location would be satisfactory. After further evaluating the initial analysis, the consultant determined that a Cultural Resource Assessment - Section 106 update is needed. This additional analysis increased the Suisun Logistics consultant's total contract to \$293,319.99

STAFF REPORT: Since the initial contract approval, the applicant and consultant have been working with staff to complete the required environmental review. Work to date has included evaluating various project elements such as air quality, traffic, and biological conditions. After assessing the remaining tasks, FCS is seeking an additional \$12,000 to complete the biological resource analysis and integrate the water supply assessment findings into the environmental document.

The City will be required to respond to all public comments before certification and approval of the project. The City response will be detailed in a Final Environmental Impact Report, which FCS has indicated, based on other logistics projects, that the complexity of our responses may require additional analysis. The City cannot determine the extent of comments at this time, so FCS is seeking an additional \$15,000 as optional funding to complete the Final Environmental Impact Report.

PREPARED BY:

Jim Bermudez, Development Services Director

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

The City must complete Findings of Fact to meet the CEQA guidelines. When a lead agency adopts or certifies a CEQA document and approves a project based on that document, it is obligated to adopt findings that explain its conclusions regarding the project's impacts on the environment. The consultant did not include this task in the initial scope of work as they thought staff or legal would complete the findings. Based on familiarity with the environmental document, it has been determined that FCS is best suited to complete this task. FCS is seeking an additional \$6,000 as optional funding to complete the Findings of Fact.

When factoring in the additional tasks referenced, the recommended budget augmentation totals \$33,000, which increases the total contract to \$326,319.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2022-__: Authorizing the City Manager to Execute a Second Amendment to a Professional Services Agreement on the City's Behalf with First Carbon Solutions to Prepare an Environmental Impact Report for the Suisun Logistics Center Project.

ATTACHMENTS:

1. Council Resolution No. 2022-__: Authorizing the City Manager to Execute a Second Amendment to a Professional Services Agreement on the City's Behalf with First Carbon Solutions to Prepare an Environmental Impact Report for the Suisun Logistics Center Project
2. Vicinity Map – Suisun Logistics Center
3. FCS Augmentation Request

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT
TO A PROFESSIONAL SERVICES AGREEMENT ON THE CITY'S BEHALF WITH
FIRST CARBON SOLUTIONS (FCS) TO PREPARE AN ENVIRONMENTAL
IMPACT REPORT FOR THE SUISUN LOGISTICS CENTER PROJECT**

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

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

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

WHEREAS, the City Council authorized the City Manager to enter into a professional services agreement with First Carbon Solutions at their December 15, 2020 meeting in the amount of \$268,729; and

WHEREAS, on March 28, 2022, it was necessary for the City Manager to make a Second Amendment to the contract modifying the scope to include additional tasks related the Cultural Resources Assessment – Section 106 analysis which increased the budget amount to \$293,319; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute a Second Amendment to a Professional Services Agreement on the City's behalf with First Carbon Solutions to Prepare an Environmental Impact Report for the Suisun Logistics Center Project totaling \$33,000, raising the total contract amount to \$326,319.

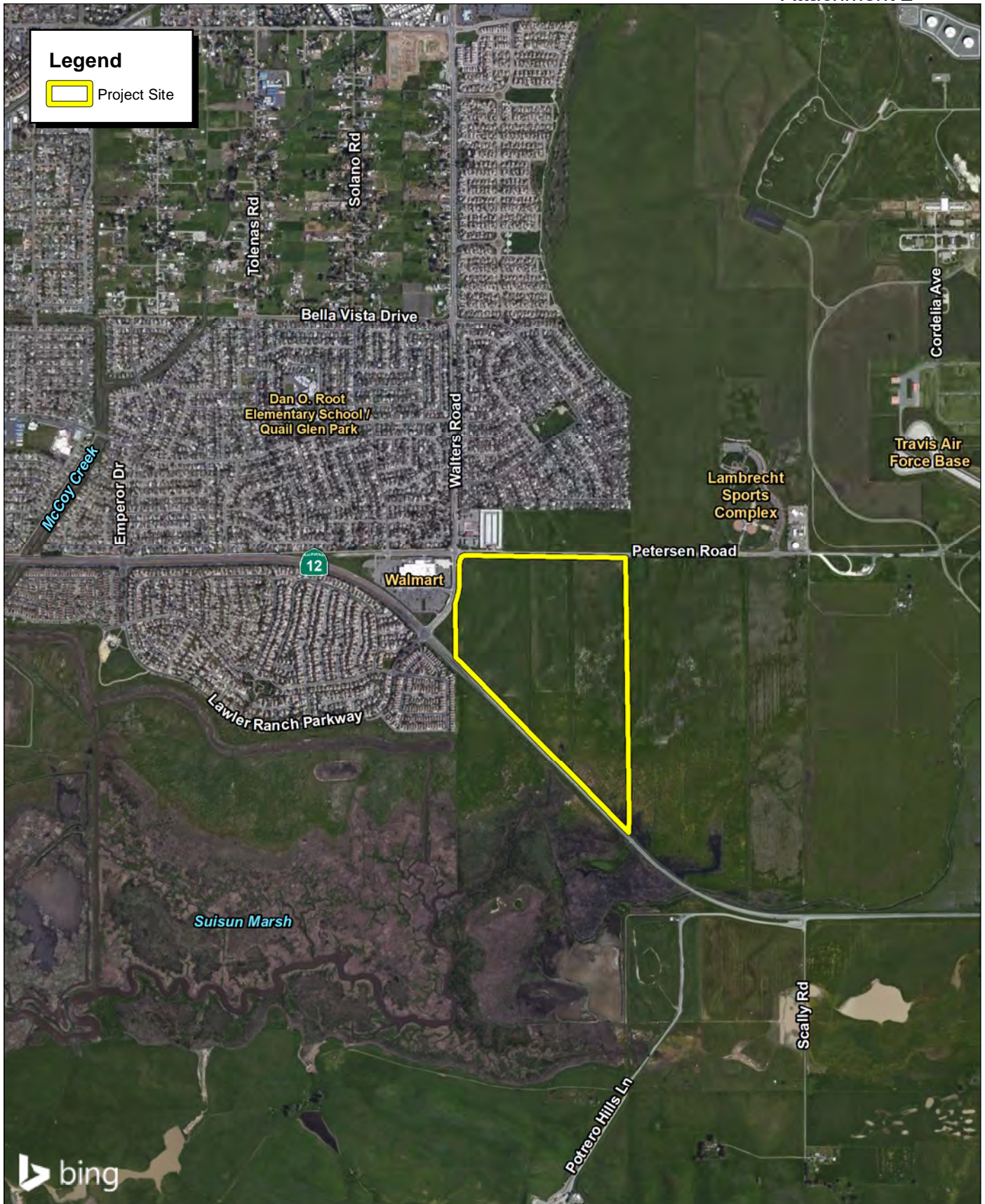
PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 20th day of December 2022 by the following vote:

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 December 2022.

Anita Skinner
City Clerk

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Source: Bing Aerial Imagery.

FIRSTCARBON
SOLUTIONS™



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30040007 • 01/2021 | 2-2_local_vicinity.mxd

Exhibit 2-2 Local Vicinity Map Aerial Base

CITY OF SUISUN CITY
SUISUN LOGISTICS CENTER PROJECT
ENVIRONMENTAL IMPACT REPORT

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UNITED STATES

T +1 888 826 5814
T +1 714 508 4100
F +1 714 508 4110
E info@fcs-intl.com

Irvine

250 Commerce
Suite 250
Irvine, CA 92602

Bay Area

1350 Treat Boulevard
Suite 380
Walnut Creek, CA 94597

Central Valley

7726 N. First Street
#413
Fresno, CA 93720

Inland Empire

967 Kendall Drive
#A-537
San Bernardino, CA 92407

Sacramento Valley

2351 Sunset Boulevard
Suite 170-301
Rocklin, CA 95765

Utah

2901 Bluegrass Boulevard
Suite 200-62
Lehi, UT 84043

Connecticut

2 Corporate Drive
Suite 450
Shelton, CT 06484

New York

10 Monument Street
Deposit, NY 13754

56 Broome Corporate Parkway
Conklin, NY 13748

December 7, 2022

Jim Bermudez
Development Services Director
City of Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585

Subject: Suisun Logistics Project - Augment request to support preparation of Draft and Final EIR

Jim,

As requested, here are some round numbers for your consideration in support of the budget augment:

Draft EIR: As I initially requested in early September, I foresaw needing approximately \$12,000 to complete the Draft EIR. We have now expended nearly all of that amount in updating EIR sections to reflect lessons learned in our analysis of other recent logistics projects in the Bay Area, as well as attendance at bi-weekly team meetings, which have been productive but have continued now through December 2022, well beyond what we anticipated in terms of the schedule for the Draft EIR. We have also provided additional coordination regarding the biological resources analysis and mitigation, and will still need to fold in the results of the water supply assessment, address any final comments from the city, and complete editing/formatting prior to publication.

Final EIR: Based on the volume and complexity of comment letters we have been receiving on other warehouse logistics EIRs in the Bay Area, I would earmark another \$15,000 for the Final EIR. This could be identified as "optional" and we can confirm once we see the actual volume of comments submitted.

Findings of Fact – We are not scoped to prepared Findings for the City. If you would like us to prepare them, our typical cost is \$6,000

These three tasks total \$33,000. Thank you for your consideration. Please do not hesitate to contact me with any questions.

Regards,



Mary Bean
Director, Professional Services
FirstCarbon Solutions

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AGENDA TRANSMITTAL

MEETING DATE: December 20, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to Execute a Contract Services Agreement with Superior Building Services for Janitorial Services for City Facilities

FISCAL IMPACT: Funds are available and have been allocated within the General Fund to cover the costs of the regular janitorial services. Service locations include: the Joseph A. Nelson Community Center (Community Center), Police Department, Marina Bathrooms and City Hall.

STRATEGIC PLAN IMPACT: Provide Good Governance. Ensure Public Safety.

BACKGROUND: The City entered into a contract for janitorial service in 2018. The current contract has expired, and the City rebid the contract. The bid was advertised in the local newspaper, The Daily Republic, and posted on the City's website. This service frees up the Building Maintenance Worker to focus on maintaining the City's facilities and completing much needed repair work. The facilities included with contract are City Hall, Police Department, Joe Nelson Community Center, and Marina Bathrooms.

This service provides janitorial services that includes restroom cleaning, vacuuming, mopping, cleaning flat surfaces, dusting, emptying trash, and other cleaning services. Having a contractor completing this work will mean that all City facilities would receive janitorial service on a high activity, regular working day that had previously not been provided.

STAFF REPORT: On October 26, 2022, the City advertised and posted a Request for Proposals for janitorial services which included a mandatory walk-through meeting. The City received one (1) proposal in response to this RFP request. The City only had one (1) contractor attend the mandatory walk-through and received only one proposal from Superior Building Services for the amount of \$6,500 per month for all the facilities.

Superior Building Services was the lowest responsible and responsive bidder.

The established service schedule is as follows:

- Community Center – two (2) nights per week
- Police Department – four (4) nights per week
- City Hall – four (4) nights per week
- Marina Bathrooms – three (3) days per week

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Gemma Geluz, Administrative Assistant II
 Nouae Vue, Public Works Director
 Greg Folsom, City Manager

Staff recommends that the City Manager be authorized to execute a three-year contract services agreement for \$78,000 per year with Superior Building Services to perform janitorial services, and to authorize the City Manager to execute Contract Change Orders of up to 30% of the contract value annually for any additional janitorial services if deemed necessary by the City Manager. Staff further recommends that the City Manager be authorized to extend this contract services agreement for up to three (3) one-year and authorize the City Manager to amend specific facilities where work is being performed as needed.

RECOMMENDATION: Staff recommends that the City Manager be authorized to execute Resolution No. 2022__: Authorizing the City Manager to Execute a Contract Services Agreement with Superior Building Services for Janitorial Service for City Facilities.

ATTACHMENTS:

1. Resolution No. 2022__: Authorizing the City Manager to Execute a Contract Services Agreement with Superior Building Services for Janitorial Service for City Facilities.
2. Request for Proposal – 2022 Janitorial Contract.
3. Superior Building Services Proposal

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT SERVICES
AGREEMENT WITH SUPERIOR BUILDING SERVICES FOR JANITORIAL
SERVICES FOR CITY FACILITIES**

WHEREAS, on October 26, 2022, the City posted a Request for Proposals for janitorial services City Hall, Police Department, Joseph A. Nelson Community Center, and Marina Bathrooms; and

WHEREAS, Superior Building Services was the lowest responsible and responsive bidder for the janitorial services for these facilities; and

WHEREAS, the annual contract value of \$78,000 exceeds the City Manager's purchasing authority; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby

- Authorize the City Manager to execute a three-year contract services agreement with Superior Building Services for \$78,000 per year to perform janitorial services and authorize the City Manager to annually execute Contract Change Orders for up to 30% of the contract value for any additional janitorial services if deemed necessary by the City Manager.
- Authorize the City Manager to extend this contract services agreement for up to three (3) one-year extensions.
- Authorize the City Manager to amend the specific facilities where work is being performed as needed; and

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 20th day of December 2022, by the following vote:

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

WITNESS my hand and the seal of said City this 20th day of December 2022.

Anita Skinner
City Clerk

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CITY COUNCIL

Vacant, *Mayor*
Alma Hernandez, *Mayor ProTem*
Jane Day
Mike Hudson
Wanda Williams



Item 11
Attachment 2
CITY COUNCIL MEETING
First and Third Tuesday
Every Month

CITY OF SUISUN CITY

**701 Civic Center Blvd.
Suisun City, California 94585**

Incorporated October 9, 1868

October 21, 2022

**Request for Proposal (RFP)
Janitorial Services for City Facilities:
City Hall, Police Dept., Joseph A. Nelson Community Center
and Marina Bathrooms**

General: Suisun City seeks proposals for janitorial services for the City Hall, Police Department, Joseph A. Nelson Community Center and Marina Bathrooms.

Project Description: These City facilities need weekly janitorial services that include, but are not limited to, general cleaning, periodic cleaning, specific area cleaning, general office cleaning, cleaning the conference rooms, vacuuming around work stations, breakroom cleaning, corridors & hallways, all restrooms, trash, hard floors, carpeted floor areas, and exterior maintenance. The Marina Bathrooms need to be opened and cleaned on Friday, Saturday and Sunday of each week.

Required work: In general, the work consists of a contractor supplying all labor and methods of process to complete this work. The City will provide paper products, cleaning supplies, and equipment.

Specifications, bid schedule and location map follow.

Contractor Requirements:

It is the intent to award the contract for all locations. The City reserves the right to change or modify the scope of the work. For City budgeting purposes, please provide the cost of each bid items.

Contractors will need to provide a job reference list.

After the contract has been awarded, the Contractor will need to provide proof of current license(s), obtain a Suisun City Business License and submit insurance certificates naming Suisun City as additionally insured. The Contractor and/or the Contractor's employees will need to be fingerprinted before performing work inside the Police Department; employees who decline or fail this basic background investigation will not be permitted inside the Police Department secure areas. The intent

DEPARTMENTS: AREA CODE (707)
ADMINISTRATION 421-7300 ■ PLANNING 421-7200 ■ BUILDING 421-7310 ■ FINANCE 431-7320
FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340
DEVELOPMENT SERVICES 421-7309 ■ FAX 421-7366

is to execute a Contract Services Agreement for a three-year term with two additional optional contract renewals for two years each.

There is a Mandatory Pre-bid Meeting on Wednesday, November 1, 2022, at 10 am at Suisun City Hall at 701 Civic Center Blvd., Suisun City, 94585.

RFP responses are due by 2 p.m. Monday, November 16, 2022, at:

**Suisun City Hall
Public Works Dept.
701 Civic Center Boulevard
Suisun City, CA 94585.**

If you would like to schedule a walk-through of the facilities, please contact Gemma Geluz at ggeluz@suisun.com to schedule a date and time before November 1, 2022.

The last day to ask questions is on Monday, November 10, 2022, at 2 pm. Please direct all questions in writing to:

Gemma Geluz
Public Works/Facilities Maintenance
701 Civic Center Blvd.
Suisun City, CA 94585
Email: ggeluz@suisun.com

SPECIFICATIONS

City Hall Lobby, Offices, and Council Chambers 701 Civic Center Blvd. (Right building)

Service provided: 4 days a week (Monday – Thursday)

General Cleaning and Lobby Area

- | | |
|---|-----------------|
| • Clean entrance/exit glass doors | 4 days per week |
| • Spot clean interior glass and windows | 1 day per week |
| • Clean/wipe all horizontal and vertical surfaces | 1 day per week |
| • Empty all trash | 4 days per week |
| • Sweep and mop all hard surface floors | 4 days per week |
| • Vacuum all floor mats and carpeted area | 4 days per week |
| • Water plants | 1 day per week |
| • Clean and polish all water fountains | As needed |

Periodic Cleaning

- | | |
|---|----------------|
| • Dust window sills, blinds, fire sensors and cobwebs as needed | 1 day per week |
| • Detail dust – high and low areas as needed | 1 day per week |
| • Clean/dust air intake and ceiling vents as needed | As needed |
| • Detail vacuum cloth furniture as needed | As needed |
| • Spot clean carpet stains or spills as needed | As needed |

General Offices/Cubicle Workstations

- | | |
|--|-----------------|
| • Spot clean all walls, light switches and doors as needed | 1 day per week |
| • Clean/dust all horizontal and vertical surfaces, i.e., counters, bookshelves, desk ledges (not including desktops) as needed | 1 day per week |
| • Empty trash, replace liner each time | 4 days per week |
| • Detail vacuum all carpet | 2 days per week |
| • All hard floors swept, dust mopped and mopped | 2 days per week |

Meeting/Conference Rooms

- | | |
|---|-----------------|
| • Spot clean all walls, light switches and doors | 1 day per week |
| • Clean/dust all horizontal and vertical surfaces | 1 day per week |
| • Empty trash, replace liner each time | 4 days per week |
| • Detail vacuum all carpet | 4 days per week |
| • Arrange furniture | 4 days per week |

Breakroom and Hallway sink area

- | | |
|---|------------------|
| • Spot clean all wall, light switched and doors | 1 day per week |
| • Restock paper and soap products | 4 days per week |
| • Clean/wipe exterior of cabinets | 1 day per week |
| • Clean/wipe sink and counter area | 4 days per week |
| • Clean exterior of refrigerator | 1 day per week |
| • Clean interior/exterior of microwaves | 1 day per week |
| • Clean/wipe all tables and chairs | 4 days per week |
| • Empty trash, replace liner each time | 4 days per week |
| • Empty organic waste, replace liner each time | 4 days per week* |
| • Sweep and mop floors | 4 days per week |

Corridors and Hallways

- | | |
|---|-----------------|
| • Spot clean wall, doors and light switches | 1 day per week |
| • Detail vacuum all carpet | 2 days per week |

All Restrooms

- | | |
|--|-----------------|
| • Restock paper and soap products | 4 days per week |
| • Clean sink and countertops | 4 days per week |
| • Clean and polish restrooms dispensers and fixtures | 4 days per week |
| • Clean and polish restroom metal and mirrors | 4 days per week |
| • Clean and disinfect sanitary napkins dispensers | 4 days per week |
| • Clean and disinfect all toilets and urinals | 4 days per week |
| • Spot clean tile walls and toilet partitions | 4 days per week |
| • Sweep and mop floors | 4 days per week |

Trash and Recycling

- | | |
|---|-----------------|
| • All trash is to be emptied, use new liners each time | 4 days per week |
| • Clean/wipe all trashcan lids | 4 days per week |
| • Take trash to dumpster | 4 days per week |
| • Take organic waste to Organic Waster trashcan | 4 days per week |
| • All recycling to be emptied and taken to Recycling dumpster | 4 days per week |

Exterior Maintenance

- | | |
|--|-----------------|
| • Check and pickup entrance area for trash | 4 days per week |
|--|-----------------|

Council Chambers

- | | |
|---|----------------|
| • Clean/wipe all horizontal and vertical surfaces | 1 day per week |
| • Vacuum all carpet | 1 day per week |
| • Sweep and mop all hard surface floors | 1 day per week |

* On the Fridays that the worker is here for Police Department, please have them go to the City Hall to empty the organic waste containers in the Breakroom and North Wing Hallway.

Police Department
701 Civic Center Blvd. (Left building)

Service Provided: 4 days per week (Monday, Wednesday, Friday, Saturday)

General Cleaning and Lobby Area

- | | |
|---|-----------------|
| • Clean entrance/exit glass doors | 4 days per week |
| • Spot clean interior glass and windows | 1 day per week |
| • Clean/wipe all horizontal and vertical surfaces | 1 day per week |
| • Empty all trash | 4 days per week |
| • Sweep and mop all hard surface floors | 4 days per week |
| • Vacuum all floor mats and carpeted area | 4 days per week |

Periodic Cleaning

- | | |
|---|----------------|
| • Dust window sills, blinds, fire sensors and cobwebs as needed | 1 day per week |
| • Detail dust – high and low areas as needed | 1 day per week |
| • Clean/dust air intake and ceiling vents as needed | As needed |
| • Detail vacuum cloth furniture as needed | As needed |
| • Spot clean carpet stains or spills as needed | As needed |

Dispatch Area

- | | |
|---|-----------------|
| • Spot clean all wall, light switches and doors | 1 day per week |
| • Clean/wipe all horizontal and vertical surfaces | 1 day per week |
| • Empty trash, replace liner each time | 4 days per week |
| • Sweep hard surface floors | 4 days per week |
| • Damp mop hard surface floors | 4 days per week |
| • Detail vacuum under and around all furniture | 4 days per week |
| • Arrange furniture | 4 days per week |

Waiting Area

- | | |
|---|-----------------|
| • Spot clean all wall, light switches and doors | 1 day per week |
| • Clean/wipe all horizontal and vertical surfaces | 1 day per week |
| • Empty trash, replace liner each time | 4 days per week |
| • Detail vacuum all carpet | 4 days per week |
| • Arrange furniture | 4 days per week |

General Offices

- | | |
|---|-----------------|
| • Spot clean all walls, light switches and doors as needed | 1 day per week |
| • Clean/dust all horizontal and vertical surfaces, i.e., desks, shelves, etc. as needed | 1 day per week |
| • Empty trash, replace liner each time | 4 days per week |
| • Detail vacuum all carpet | 4 days per week |
| • Arrange furniture | 4 days per week |

Meeting/Conference Room

- Spot clean all walls, light switches and doors 1 day per week
- Clean/dust all horizontal and vertical surfaces, i.e., desks, shelves, etc., as needed 1 day per week
- Empty trash, replace liner each time 4 days per week
- Detail vacuum all carpet 4 days per week
- Arrange furniture 4 days per week

Cubicle Work Stations

- Clean/dust workstations horizontal and vertical surfaces 1 day per week
- Empty trash, replace liner each time 4 days per week
- Detail vacuum under and around work station 4 days per weeks
- Arrange furniture 4 days per week

Breakroom

- Spot clean all wall, light switched and doors 1 day per week
- Restock paper and soap products 4 days per week
- Clean/wipe exterior of cabinets 1 day per week
- Clean/wipe sink and counter area 4 days per week
- Clean exterior of refrigerator 4 days per week
- Clean interior/exterior of microwaves 4 days per week
- Clean/wipe all tables and chairs 4 days per week
- Empty trash, replace liner each time 4 days per week
- Empty organic waste, replace liner each time 4 days per week*
- Sweep and mop floors 4 days per week

Corridors and Hallways

- Spot clean wall, doors and light switches 1 day per week
- All hard floors swept, dust mopped and mopped 4 days per week
- Detail vacuum all carpet 4 days per week

All Restrooms

- Restock paper and soap products 4 days per week
- Clean sink and countertops 4 days per week
- Clean and polish restrooms dispensers and fixtures 4 days per week
- Clean and polish restroom metal and mirrors 4 days per week
- Clean and disinfect sanitary napkins dispensers 4 days per week
- Clean and disinfect all toilets and urinals 4 days per week
- Spot clean tile walls and toilet partitions 4 days per week
- Sweep and mop floors 4 days per week

Trash

- All trash is to be emptied, use new liners each time 4 days per week
- Clean/wipe all trashcan lids 4 days per week
- Take trash to dumpster 4 days per week

Exterior Maintenance

- Check and pickup entrance area for trash 4 days per week

* On the Fridays that the worker is here for Police Department, please have them go to the City Hall to empty the organic waste containers in the Breakroom and North Wing Hallway.

**Joseph A. Nelson Community Center
611 Village Dr.**

Service Provided: 2 days a week (Wednesday and Sunday Night)

General Cleaning

- | | |
|---|-----------------|
| • Clean and polish all water fountains | As needed |
| • Clean / Wipe all horizontal and vertical surfaces | 2 days per week |
| • Empty all trash | 2 days per week |
| • Sweep and mop all hard surface floors | 2 days per week |
| • Vacuum all carpeted areas | 2 days per week |

Periodic Cleaning

- | | |
|--|-----------|
| • Dust windowsills, blinds, fire sensors and cobwebs as needed | As needed |
| • Detail dust - high and low areas as needed | As needed |
| • Clean /Dust air intakes and ceiling vents as needed | As needed |
| • Spot clean carpet stains or spills as needed | As needed |

Entrance Lobby

- | | |
|---|-----------------|
| • Spot clean all walls, light switches and doors | 2 days per week |
| • Clean/Dust all horizontal and vertical surfaces | 2 days per week |
| • Clean entrance/exit glass doors | As needed |
| • Spot clean inside windows | As needed |
| • Spot clean interior glass | 2 days per week |
| • Clean and Polish all water fountains | As needed |
| • Empty trash, replace liner each time | 2 days per week |
| • Sweep and mop all hard surface floors | 2 days per week |
| • Detail vacuum all carpet | 2 days per week |
| • Arrange furniture | 2 days per week |

Open Gathering Area

- | | |
|---|------------------------------|
| • Spot clean all walls, light switches and doors as needed | 2 days per week |
| • Clean/Dust all horizontal and vertical surfaces, i.e. desks, shelves, etc., | 2 days per week
as needed |
| • Clean all tables and chairs | 2 days per week |
| • Empty trash, replace liner each time | 2 days per week |
| • Sweep and mop all hard surface floors | 2 days per week |
| • Detail vacuum all carpet | 2 days per week |
| • Arrange tables, chairs and furniture | 2 days per week |

Resource all-purpose rooms

- Spot clean all walls, light switches and doors as needed 2 days per week
- Clean/Dust all horizontal and vertical surfaces, i.e. desks, shelves, etc., as needed 4 days per week
- Empty trash, replace liner each time 2 days per week
- Sweep and mop floors 2 days per week
- Detail vacuum all carpet 2 days per week
- Arrange Furniture 2 days per week

Kitchen Serving Area

- Clean / Wipe all horizontal and vertical surfaces On request
- Clean / Wipe sink area On request
- Restock paper and soap products As needed
- Clean exterior of refrigerator and stove On request
- Clean / Wipe exterior of cabinets On request
- Empty all trash 2 days per week
- Sweep and mop floors On request

Corridors and Hallways

- Spot clean walls, doors and light switches 2 days per week
- All hard floors swept, dust-mopped and mopped 2 days per week
- Detail vacuum all carpet 2 days per week

All Restrooms

- Restock paper and soap products 2 days per week
- Clean sinks and countertops 2 days per week
- Clean and polish restroom dispensers and fixtures 2 days per week
- Clean and polish restroom metal and mirrors As needed
- Clean and disinfect sanitary napkin dispensers 2 days per week
- Clean and disinfect all toilets and urinals 2 days per week
- Spot clean tile walls and toilet partitions 2 days per week
- Sweep and mop floors 2 days per week

Trash

- All trash is to be emptied, use new liners each time 2 days per week
- Clean/Wipe all trash can lids 2 days per week
- Take trash to dumpster 2 days per week

Hard Floors

- All hard floors swept, vacuumed or dust mopped 2 days per week
- All hard floors wet mopped lightly 2 days per week

Carpeted Floor Areas

- Vacuum all entrance mats and rugs 2 days per week
- Vacuum all carpeted areas 2 days per week
- Detail vacuum under and around all furniture 2 days per week

Exterior Maintenance

- Check and pickup entrance area for trash As needed

End of Night

- Turn off lights and lock doors per instructions 2 days per week
- Set alarm per instructions 2 days per week

Marina Restrooms
Main Street and Kellogg Street

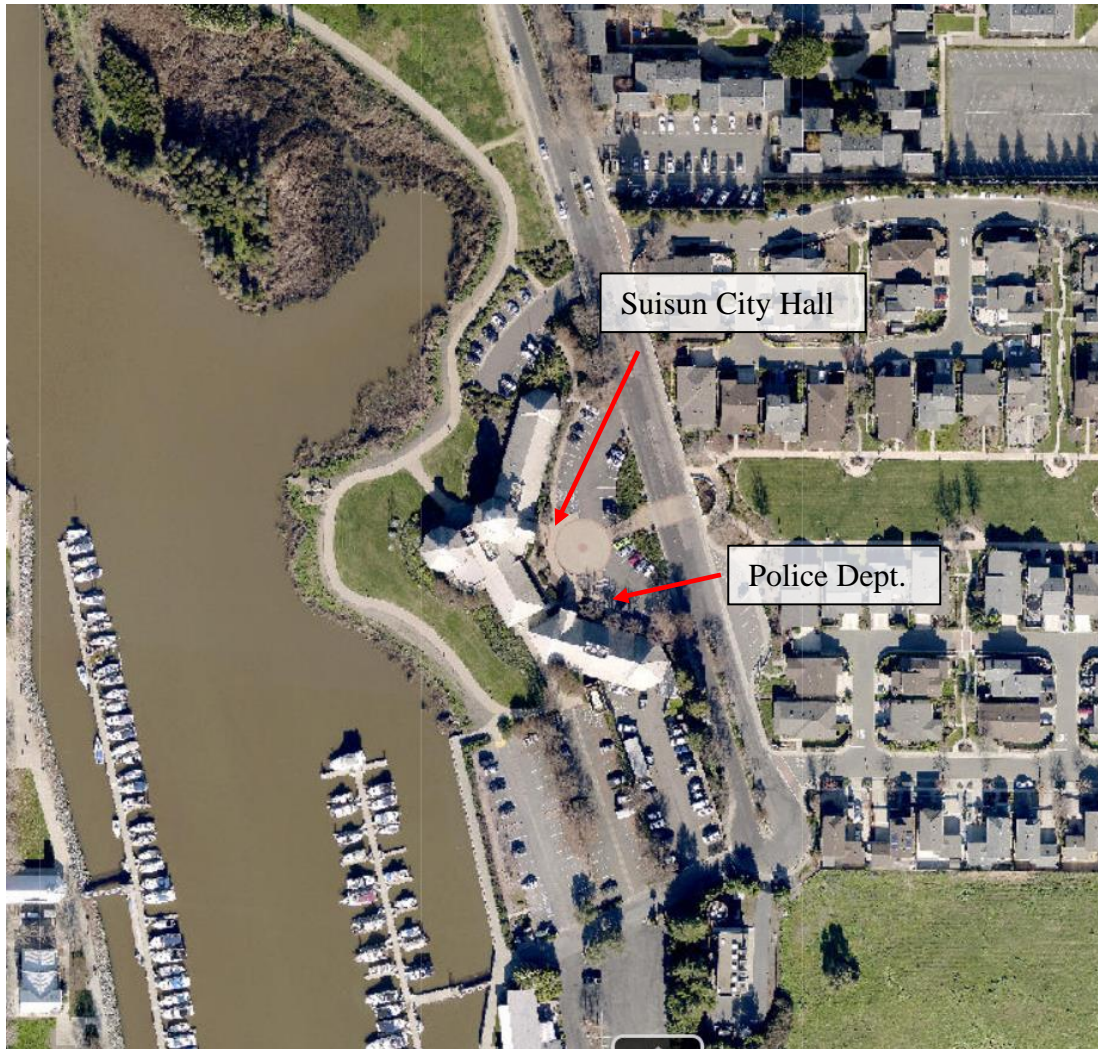
Service Provided: 3 days a week (Friday, Saturday, and Sunday mornings)

General Cleaning

- | | |
|--|-----------------|
| • Clean / Sanitized Bathrooms (toilets, sinks, floors) | 3 days per week |
| • Clean / Wipe all horizontal and vertical surfaces | 3 days per week |
| • Empty all trash | 3 days per week |
| • Sweep and mop all hard surface floors | 3 days per week |
| • Replace soap and paper products | 3 days per week |
| • | |

LOCATION MAP

Suisun City Hall and Police Department
701 Civic Center Boulevard



LOCATION MAP

Joseph A. Nelson Community Center
611 Village Drive



LOCATION MAP

Marina Bathrooms

1. Main Street at Driftwood Drive
2. Kellogg Street (Southerly terminus of Kellogg Street (see following page))



LOCATION MAP

Marina Bathrooms

1. Main Street at Driftwood Drive
2. Kellogg Street



BID SCHEDULE

City Hall Janitorial Services				
Item No.	Description	Qty	Unit	Unit Price
1	City Hall Services, Cost per month	1	LS	
2	Police Department Services, Cost per month	1	LS	
3	Joseph A. Nelson Community Center, Cost per month	1	LS	
4	Marina Bathrooms (Main Street / Kellogg Street), Cost per month	1	LS	
	BASE BID TOTAL			
Written bid amount:				

Project will be awarded on the total base bid.

Sample of Contract Services Agreement

CITY OF SUISUN CITY

CONTRACT SERVICES AGREEMENT FOR

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this _____ day of _____, 20____, by and between the CITY OF _____, a _____ herein ("City") and _____ (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that all work and services shall be performed in professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provide in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ Dollars (\$_____) ("Contract Sum").

2.2 Method of Payment. Provided that Contractor is not in default under the terms of this Agreement, Contractor shall be paid _____.

3. COORDINATION OF WORK

3.1 Representative of Contractor. _____ is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. _____ is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right o designate another Contract Officer by providing written notice to Contractor.

3.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the /city nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor consistent with that role. Contractor shall not at any time or in any manner represent that it or nay of its agent or employees are agents or employees of City.

4. INSURANCE AND INDEMNIFICATION

Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance

maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the

requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

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

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or

omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

1.2 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

5. TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until _____.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contractor Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6. MISCELLANEOUS

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

6.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of

any default or breach by the City or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

6.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer:

City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585
O: 707-421-7340, F: 707-429-3758
[Insert contact email]

and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

[Contractor company]
[Address]
[City, State Zip]
[Contact numbers]
[Insert contact email]

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties

hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

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

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY

CITY OF _____, a _____

CITY MANAGER

ATTEST

City Clerk

CONTRACTOR

INSERT NAME OF CONTRACTOR HERE

By: _____

CONTRACT-7

CONTRACT SVR AGR
WITH _____

Name

Its: _____

By: _____

Name

Its: _____

[END OF SIGNATURES]

CONTRACT-8

CONTRACT SVR AGR
WITH _____

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT “B”
SCHEDULE OF COMPENSATION

EXHIBIT "C"

**PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS
PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.**

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor

in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

General Liability Form

INSURER:
POLICY NUMBER:
ENDORSEMENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as application to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured’s officers, officials, employees and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City.

Signature-Authorized Representative

Address

CG 20 10 11 85 Insurance Services Office Inc. Form (Modified)

October 21, 2022
2022 Janitorial Contract for City Facilities
Page 16

BID SCHEDULE

City Hall Janitorial Services				
Item No.	Description	Qty	Unit	Unit Price
1	City Hall Services, Cost per month	1	LS	\$1,980.00
2	Police Department Services, Cost per month	1	LS	\$2,280.00
3	Joseph A. Nelson Community Center, Cost per month	1	LS	\$1,180.00
4	Marina Bathrooms (Main Street / Kellogg Street), Cost per month	1	LS	\$1,060.00
	BASE BID TOTAL			\$6,500.00
Written bid amount: SIX THOUSAND FIVE HUNDRED DOLLARS PER MONTH				

Project will be awarded on the total base bid.

Note: The janitorial amounts for Suisun City Hall and Suisun Police Department will be discounted \$100 each as long as they are combined with the same day porter & high touch point sanitation service that we are currently providing.

SUPERIOR BUILDING SERVICES

1070 Horizon Dr., Suite I
Fairfield, CA 94533

August 3, 2022

City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585

Attention: Gemma Geluz

Reference: Suisun Nighttime Janitorial Proposal – City Hall, Police Department & Joseph Nelson
Community Center

Updated: 11/14/2022

Dear Gemma:

The following are the nighttime monthly amounts and proposed changes for City Hall, PD and Joseph Nelson Community Center.

The amounts for janitorial have gone up more than they normally would have even after 4 years of not raising the rates. The owner, Gina, doesn't like to raise rates on our customers but lately it's been necessary because of rising costs.

It's no secret that right now, a dollar is worth about 8% less than it was the same time last year. Inflation wasn't as high in the 3 years preceding that, but all added together, it's quite a jump in costs.

Fortunately, you've given us extra work during the daytime, which we really appreciate. That's helped us out immensely. The monthly amounts asked for these services are shown below:

City Hall Janitorial 4 nights per week (Mon – Thurs) (Trash every other Friday)	\$1,980 per month
PD Janitorial 4 nights per week	\$2,280 per month
Joseph Nelson Community Ctr. 2 nights per week (Thurs & Sun)	\$1,180.00 per month

City of Suisun City
August 3, 2022
Janitorial Updates Page 2

The Scope of Work follows the scope set in the 2022 – 2025 RFP. This new scope is the same as that found in the old 2018 - 2022 cleaning agreement with the following additions:

City Hall

Take out trash and compost every other Friday.
Wall to wall damp mop of the front lobby twice a week.
Spot mop any significant spills or debris in the front lobby Monday - Thursday.
Dust mop the front lobby Monday - Thursday.
Vacuum the finance office twice a week instead of once a week. (Note: Once a week vacuuming of the finance office was originally requested in the 2018 janitorial contract clarification document).

PD

Add a full cleaning of the police department on Sundays any time after 12 noon.
Sweep and mop the evidence room twice a week.

Joseph Nelson Community Center

Two full cleanings per week. (Note: This is in contrast to what we did when we started in 2018 which was two full cleanings and two light cleanings per week at the community center.)

Machine clean the floor in the large hall and preschool monthly with the city's onsite floor machine.

**Respectfully,
Terry Leach II**

Superior Building Services
1070 Horizon Dr., Suite I
Fairfield, CA 94533
707-330-4349
www.sbsjanitorial.com



Commercial Cleaning since 1973

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AGENDA TRANSMITTAL

MEETING DATE: December 20, 2022

CITY AGENDA ITEM: Receive and file SB-165 Annual Reports for Community Facilities District No. 1, Community Facilities District No. 2, and Community Facilities District No. 3, to comply with the Local Agency Special Tax Bond and Accountability Act.

FISCAL IMPACT: There is no discernable impact to the General Fund from the filing of this report.

STRATEGIC PLAN IMPACT: Provide good governance.

BACKGROUND: The Local Agency Special Tax Bond and Accountability Act (the “Act”), enacted by Senate Bill 165, is codified in California Government Code Sections 50075 through 50077.

The Act imposes accountability requirements with respect to any local bond special tax subject to voter approval. These requirements only apply to local agencies that have imposed special taxes or issued bond measures subject to voter approval after January 1, 2001.

Relevant excerpts from California Government Code are provide below:

1. California Government Code, Section 50075.3 states the chief fiscal officer of the levying local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both the following: (a) The amount of funds collected and expended; and (b) The status of any project required or authorized to be funded as identified in Section 50075.1(a).
 2. California Government Code, Section 50075.1(a) requires a statement indicating the specific purposes of the special tax.
-

STAFF REPORT: The City currently has three Community Facilities Districts which have imposed special taxes subject to voter approval after January 1, 2001. These districts are:

- Community Facilities District No. 1
- Community Facilities District No. 2 (and Tax Zones)
- Community Facilities District No. 3

The Chief Fiscal Officer of these districts hereby submits the annual reports for each of these districts.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Amanda Dum, Management Analyst
 Nouae Vue, Public Works Director
 Greg Folsom, City Manager

Community Facilities District No. 1 provides public safety services that consist of those direct and incidental expenses required for the providing of police services within the Community Facilities District No. 1 boundary. In Fiscal Year 2021-22, the district collected \$138,852 and expended \$141,868. The cash balance at year end was \$794 and the status of the district is on-going.

Community Facilities District No. 2 provides certain police, fire, paramedical, storm drain and landscaping maintenance services. In Fiscal Year 2021-22, the district collected \$700,871 and expended \$726,612. The cash balance at year end was \$168,631 and the status of the district is on-going.

Community Facilities District No. 3 provides police services, fire services, paramedical services, services for the maintenance of parks, parkways, and open space (landscaping), and services for the maintenance of storm drains. In Fiscal Year 2021-22, the district collected \$69,582 and expended \$73,348. The cash balance at year end was \$1,345 and the status of the district is on-going.

RECOMMENDATION: It is recommended that the City Council receive and file SB-165 Annual Reports for Community Facilities District No. 1, Community Facilities District No. 2, and Community Facilities District No. 3 to comply with the Local Agency Special Tax Bond and Accountability Act.

ATTACHMENTS:

1. SB-165 Annual Report for Community Facilities Districts

SENATE BILL 165 Local Agency Special Tax and Bond Accountability Act

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the “Act”). This Act requires that any local special tax subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure adopted on or after January 1, 2001 in accordance with Section 50075.1 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Section 50075.3 of the California Government Code that states:

“The chief fiscal officer of the levying local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

- (a) The amount of funds collected and expended.
- (b) The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1.”

PURPOSE OF THE SPECIAL TAX

The Special Tax is levied to recover the costs of services which may include landscaping, open space services, storm drainage services, neighborhood parks and public safety services for each Community Facilities District (CFD). Specific services may differ for each CFD.

COLLECTIONS AND EXPENDITURES

Special Tax Fund	6/30/2021 Balance	Amount Collected	Expended Amount	6/30/2022 Balance	Service Status
CFD No. 1	\$3,809.36	\$138,852.21	\$141,867.60	\$793.97	Ongoing
CFD No. 2 (Citywide)	182.37	628,064.87	634,477.91	(6,230.67)	Ongoing
CFD No. 2 (Tax Zone #1)	52,676.50	15,423.51	14,983.37	53,116.64	Ongoing
CFD No. 2 (Tax Zone #2)	20,689.45	9,131.97	5,459.92	24,361.50	Ongoing
CFD No. 2 (Tax Zone #3)	49,999.86	9,293.77	16,759.20	42,534.43	Ongoing
CFD No. 2 (Tax Zone #5)	44,025.69	12,092.55	26,386.62	29,731.62	Ongoing
CFD No. 2 (Tax Zone #6)	26,798.54	26,864.38	28,544.97	25,117.95	Ongoing
CFD No. 3	5,111.30	69,582.10	73,348.21	1,345.19	Ongoing
Totals	\$203,293.07	\$909,305.36	\$941,827.80	\$170,770.63	

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AGENDA TRANSMITTAL

MEETING DATE: December 20, 2022

CITY AGENDA ITEM: Brown Act Updates:

- a. Receive and file report on Brown Act updates.
- b. Council Adoption of Resolution No. 2022-___: A resolution of the City Council of the City of Suisun City adopting a reasonable accommodation policy to apply to all Brown Act meetings.
- c. Council Adoption of Resolution No. 2022-___: A resolution of the City Council of the City of Suisun City to update the language on the City's agendas to reflect the changes to the Brown Act enacted by AB 2449, SB 1100, and SB 1489.

FISCAL IMPACT: None.

BACKGROUND: On September 13, 2022, Governor Newsom signed Assembly Bill 2449 ("AB 2449") to modernize existing teleconferencing requirements under the Brown Act by temporarily allowing less than a quorum of a legislative body to attend public meetings remotely without posting their location and removing the requirement for public participation in a nonpublic location, provided certain requirements are met. The Bill also requires that the legislative bodies have and implement a reasonable accommodation policy for individual with disabilities, consistent with the Americans with Disabilities Act. The agenda language also should be amended to reflect the new changes.

AB 2449 takes effect January 1, 2023.

The Legislature has also adopted Senate Bill 1100 ("SB 1100"), which adds provisions to the Brown Act relating to the removal of disruptive members of the public from meetings.

Finally, Senate Bill 1489 ("SB 1489") amends the Brown Act to no longer require reading by title only when ordinances at introduction or passage of the ordinances.

This staff report is informational for the Council and the public, and the City Attorney is requesting direction on the reasonable accommodation policy and the proposed updated agenda language.

STAFF REPORT:

AB 2449

- A. Amends the Brown Act to add alternative teleconferencing provisions, in addition to the existing traditional teleconferencing rules ("Traditional Rules") and the AB 361 teleconferencing rules.
 - Traditional Rules Gov't § 54953(b)(3): members can participate by teleconference, provided that: at least a quorum of the members participate in-person from locations identified on the agenda that are within the local agency's jurisdictional boundaries;

PREPARED BY:

REVIEWED AND APPROVED BY:

Elena Gerli, City Attorney
Greg Folsom, City Manager

each teleconference location is accessible to the public; the meeting agenda is posted at each teleconference location; and any such location is posted on the meeting notices and agenda. These provisions remain essentially unchanged except for some reorganization.

- AB 361: these provisions, added to allow remote participation during a state of emergency, will remain in the Brown Act until January 1, 2024. However, once the Governor lifts the emergency order, likely February 28, 2023, these rules cannot be used to hold remote meetings as was done during COVID.
- New teleconferencing rules: members can teleconference into meetings without meeting the requirements of the Traditional Rules only for just cause or due to emergency circumstances. These provisions expire January 1, 2026.
 - “Just cause” includes: (i) necessary caregiving to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner; (ii) having a contagious illness; (ii) having a physical or mental disability that is not otherwise accommodated; or (iv) traveling on official business of the local agency or another state or local agency. This can only be used twice in one year by each member.
 - “Emergency circumstances” means a physical or family medical emergency that prevents a member from attending in person.
 - Cannot use these provisions to attend remotely for more than 3 months out of the year, or 20% of the annual meetings.
 - AB 2449 has requirements for how a member can notify the body that they need to teleconference without complying with the Traditional Rules, and provides a process for how to address the request if it comes after the time for publishing the agenda.
 - These provisions also have a number of requirements for remote participation by the public, including the type of platform that should be used, and providing the public with the ability to comment in real time during the meeting, and including information on the agenda regarding how the public can participate.

B. Amends Brown Act to add a requirement for a reasonable accommodation policy (sunsets by January 1, 2026).

- All agencies must have and implement a written policy to swiftly address reasonable accommodation requests, and either provide it as part of the agenda, or reference it on the agenda and provide a link. Current agenda language regarding accessibility should be updated to include reference to reasonable accommodations.
- This requirement goes into effect January 1, 2023 and therefore requires action by the body prior to January 1. ADA requires reasonable accommodations irrespective of any language in the Brown Act.

C. Amends Brown Act to add non-discrimination provisions, reflecting current law.

SB 1100

This bill amends the Brown Act by adding provisions that articulate the authority of the presiding member of a legislative body to have an individual removed for disrupting a meeting of the body. Before being removed, the person must be warned that their behavior is disruptive, and that continued disruption may result in their removal (however, no prior warning is required if the person is engaging in use of force or threatening to use force against anyone). Behavior is otherwise

“disruptive” if it disrupts or impedes the orderly conduct of the meeting. This bill will be codified as Gov’t Code Section 54957.95.

SB 1489

Amends Gov’t Code Section 36934 to no longer require reading of ordinances by title only, as follows (new language in bold): “Except when, after reading the title, further reading is waived by regular motion adopted by majority vote all ordinances shall be read in full either at the time of introduction or passage; **provided, however, that a reading of the title or ordinance shall not be required if the title is included on the published agenda and a copy of the full ordinance is made available to the public online and in print at the meeting prior to the introduction or passage.**”

Council direction:

Attached is a draft reasonable accommodation policy for Council consideration. The policy outlines the accommodations that the City has already in place and that are readily available upon request, a process to request additional accommodations, and guidance for staff who receive such a request. Additionally, the City Attorney’s Office has provided recommended edits to the standard agenda language to reflect the changes to the Brown Act made by these bills.

STAFF RECOMMENDATION: It is recommended that the City Council:

1. Receive and file report on Brown Act updates.
2. Council Adoption of Resolution No. 2022-___: A resolution of the City Council of the City of Suisun City adopting a reasonable accommodation policy to apply to all Brown Act meetings.
3. Council Adoption of Resolution No. 2022-___: A resolution of the City Council of the City of Suisun City to update the language on the City’s agendas to reflect the changes to the Brown Act enacted by AB 2449, SB 1100, and SB 1489.

ATTACHMENTS:

1. Council Adoption of Resolution No. 2022-___: A resolution of the City Council of the City of Suisun adopting a reasonable accommodation policy to apply to all Brown Act meetings.
2. Council Adoption of Resolution No. 2022-___: A resolution of the City Council of the City of Suisun to update the language on the City’s agendas to reflect the changes to the Brown Act enacted by AB 2449, SB 1100, and SB 1489.

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RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN
ADOPTING A REASONABLE ACCOMMODATION POLICY TO APPLY
TO ALL BROWN ACT MEETINGS.**

WHEREAS, on September 13, 2022, Governor Newsom signed Assembly Bill 2449 (“AB 2449”) to modernize existing teleconferencing requirements under the Brown Act by temporarily allowing less than a quorum of a legislative body to attend public meetings remotely without posting their location and removing the requirement for public participation in a nonpublic location, provided certain requirements are met.

WHEREAS, AB 2449 also requires that the legislative bodies have and implement a reasonable accommodation policy for individual with disabilities, consistent with the Americans with Disabilities Act (“ADA”).

WHEREAS, the City Council of the City of Suisun City finds that the proposed policy will satisfy the requirements of the ADA and the Brown Act.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY
DOES RESOLVE AS FOLLOWS:**

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The attached reasonable accommodation policy is hereby adopted. The City Manager is authorized to take such actions as may be necessary to make the policy available for review or download, and for its implementation, including revisions to the agenda language.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the ____ day of _____ 2022, 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 ____ day of _____, 2022.

Anita Skinner
City Clerk

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REASONABLE ACCOMMODATIONS POLICY FOR PUBLIC AGENCY BROWN ACT MEETINGS

Effective January 1, 2023, Government Code Section 54953(g) requires that all public agencies have and implement a procedure for receiving and swiftly resolving reasonable accommodation requests for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. Requests may be made by any individual that participates or conducts the meeting, such as members of the public, staff, and members of the legislative body.

Readily Available Accommodations

Any of the following accommodations can be provided for a publicly-noticed public agency meeting or meetings open to the public:

- For individuals with hearing loss: assistive listening devices; assistive listening systems;
- For individuals with mobility impairments: ADA accessible facilities, including ramps and elevators, to access council chambers; closed circuit broadcast/Zoom/telephone access.

Additional Accommodations (Upon Request)

Individuals who are deaf or hard of hearing, who are blind or have low vision, have mobility impairments, or have any other disability, may also request accommodations other than those readily available using the process outlined below. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation. Note that an accommodation will be considered to be unreasonable and will not be provided if it imposes undue financial or administrative burdens on the public agency, or requires a fundamental alteration in the nature of a program. If a particular accommodation as unreasonable, the public agency will offer an alternative accommodation that is reasonable.

Process to request an additional accommodation:

1. If you would like an additional accommodation that is not identified above, please request an accommodation as soon as you can, preferably before the meeting you wish to attend, or at the meeting itself if necessary. The sooner the request is made, the more likely it is that the public agency can provide the accommodation or an alternative. You can make this request yourself, or someone can make it on your behalf with your permission.

2. Your request can be made orally or in writing, and you should submit it to the public agency's administrative offices or to the City Manager/CEO/Executive Director so as to avoid delay in reviewing and processing the request. Requests can be made at either the following email address or mailing address:

3. Your request for an accommodation must provide the following information:

- (a) *What accommodation?* We need to know the type of accommodation you are seeking, and/or how the accommodation will allow you to access and participate in the meeting. You are not required to disclose the particular disability, instead a general statement of explanation will suffice. You may, but are not required to, submit a letter from a physician to the effect that the requested accommodation is required for you to access and participate in the meeting.
- (b) *Contact information.* You must give staff current contact information so they can respond in a timely manner. This can be a mailing address, an email address, or telephone number, for example. Note that if only a mailing address is provided, you need to make the request early enough that a mailed response can be timely provided.
- (c) *Which meeting or meetings?* Please specify if the accommodation is requested for a specific meeting, or for all or a series of meetings before a particular body.

Procedures for Public Agency Staff:

- A. Any staff member who receives, or believes they may have received, an accommodation request, will promptly relay the request and the requestor's contact information to the City/Agency Clerk, City Manager/Executive Director, or City Attorney/Agency Counsel.
- B. The City Attorney/Agency Counsel may be requested to assist in the review of requests, and assist staff in providing a response to the requestor as soon as practicable.
- C. All reasonable accommodation request responses shall be provided in writing, when such written response can be transmitted in a timely manner prior to the start of the specific meeting. Otherwise, the response will be provided orally. Responses will identify whether the accommodation is granted or granted in the alternative, and any instructions necessary to access the accommodation. If denied the response will identify the grounds for denial. Public agency staff will document requests and responses provided orally.
- D. The law requires that all doubt be resolved in favor of accommodations. Staff will make reasonable efforts to communicate with requestors to obtain clarifications or to discuss whether alternative accommodations will be viable.

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN
CITY TO UPDATE THE LANGUAGE ON THE CITY'S AGENDAS TO
REFLECT THE CHANGES TO THE BROWN ACT ENACTED BY AB 2449,
SB 1100, AND SB 1489**

WHEREAS, on September 13, 2022, Governor Newsom signed Assembly Bill 2449 ("AB 2449") to modernize existing teleconferencing requirements under the Brown Act by temporarily allowing less than a quorum of a legislative body to attend public meetings remotely without posting their location and removing the requirement for public participation in a nonpublic location, provided certain requirements are met.

WHEREAS, AB 2449 also requires that the legislative bodies have and implement a reasonable accommodation policy for individual with disabilities, consistent with the Americans with Disabilities Act ("ADA"), and the bill requires that "In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation."

WHEREAS, on August 22, 2022, Governor Newsome signed Senate Bill 1100 ("SB 1100"), amending the Brown Act by adding Section 54957.95 to the Government Code, which adds provisions that articulate the authority of the presiding member of a legislative body to have an individual removed for disrupting a meeting of the body, as well as the process for the presiding member to follow.

WHEREAS, on September 18, 2022, Governor Newsom signed Senate Bill 1489 ("SB 1489"), which amends Government Code Section 36934 to no longer require reading of ordinances by title only, as follows (new language in italics): "Except when, after reading the title, further reading is waived by regular motion adopted by majority vote all ordinances shall be read in full either at the time of introduction or passage; *provided, however, that a reading of the title or ordinance shall not be required if the title is included on the published agenda and a copy of the full ordinance is made available to the public online and in print at the meeting prior to the introduction or passage.*"

WHEREAS, the City Council of the City of Suisun City wishes to update the agenda language effective January 1, 2023, to reflect the requirements of AB 2449, SB 1100, and SB 1489.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY
DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The Brown Act meetings agenda language shall be updated in accordance with AB 2449, SB 1100, and SB 1489. The City Manager is authorized to ensure that all agendas for Brown Act meetings are updated to reflect these changes.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of
Suisun City duly held on Tuesday, the ____ day of _____ 2022, 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 ____ day of _____, 2022.

Anita Skinner
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: December 20, 2022

SUCCESSOR AGENCY AGENDA ITEM: Successor Agency Adoption of Resolution No. SA2022-___: Receiving and Accepting a Recognized Obligation Payment Schedule 2023/24 (ROPS) for the Period of July 1, 2023 through June 30, 2024.

FISCAL IMPACT: None. All obligations listed will be included in the FY 2023-24 Annual Budget.

STRATEGIC PLAN: Provide Good Governance, Ensure Fiscal Solvency.

BACKGROUND: A component of the dissolution of the former redevelopment agency requires that the Successor Agency prepare a Recognized Obligation Payment Schedule (ROPS) and submit it to the County Oversight Board. Pursuant to Health and Safety Code §34179.7(o)(1), enacted by SB 107 in the Fall of 2015, commencing with the ROPS covering the period from July 1, 2016 to June 30, 2017 and thereafter, Successor Agencies are to submit an Oversight Board approved annual ROPS to the Department of State Finance and the County Auditor-Controller by February 1, 2016 and each February 1 thereafter.

STAFF REPORT: The following provides an overview of deadlines and process associated with the ROPS:

ROPS Submittal Deadline – February 1, 2023, is the deadline to submit a ROPS covering the period of July 1, 2023, through June 30, 2024 to the State Department of Finance (DOF).

ROPS Submittal/Approval Process – The Successor Agency must submit the ROPS to the County Auditor-Controller, County Administrative Officer, and to the Solano County Oversight Board for approval. The deadline to submit the report is December 22, 2022, for January 12, 2023, scheduled County Oversight Board Meeting.

ROPS Form – The DOF provides the ROPS form. **However as of this writing, the DOF RAD App website is not responding. The website portal has been down since December 8. DOF is aware of the interruption. Due to inaccessibility of the ROPS template combined with time constraint, staff created the attached excel worksheet showing the list of obligations for fiscal year 2023-24.**

Penalties – A penalty may be levied on the City of \$10,000 per day for each day the ROPS is delinquent. Failure to submit the ROPS within 10 days of the deadline will result in a 25% reduction of the Successor Agency's maximum administrative cost allowance for the period covered by the delinquent ROPS.

PREPARED BY:

Elizabeth N. Luna, Accounting Services Manager

REVIEWED/APPROVED BY:

Lakhwinder Deol, Finance Director

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

The current ROPS includes line items that were listed on previously adopted ROPS, but contain updated figures to reflect the upcoming fiscal year (July 1, 2023, to June 30, 2024). The ROPS includes the following addition:

- \$156,232 Marina Maintenance Projects added to Marina Construction Loan Annual Payment

The Suisun City Marina requires major facility repairs. Included in this year's request are the following:

- a. \$110,248 for Annual Maintenance and Inspection-Floating Concrete Dock System including repairs based on a quote provided by Bellingham Marine.
- b. \$33,960 for Marina Harbormaster building customized clock including installation.
- c. \$12,024 for Marina Fish Station replacement of garbage disposal.

The attached ROPS worksheet is subject to change based on the County Auditor Controller (CAC) review of the ROPS 20-21 Prior Period Adjustment (PPA).

If necessary, there is an opportunity to submit an amended ROPS no later than October 1, 2023. If the Solano Consolidated Oversight Board makes a finding the revision is necessary for the payment of approved enforceable obligations during the second half of the ROPS period (January 1, 2023, through June 30, 2024).

In lieu of the full ROPS worksheet, a schedule of obligation is attached for your review. The ROPS schedule includes monies for debt service payments and Successor Agency administration costs of \$250,000.

Staff recommends that the Successor Agency receive and accept the ROPS obligation requests for fiscal year 2023-24.

RECOMMENDATION: It is recommended that the Successor Agency Adopt Resolution No. SA2022-___: Receiving and Accepting a Recognized Obligation Payment Schedule 2023/24 (ROPS) for the Period of July 1, 2023, through June 30, 2024.

ATTACHMENTS:

1. Successor Agency Adopt Resolution No. SA2022-___: Receiving and Accepting a Recognized Obligation Payment Schedule 2023/24 (ROPS) for the Period of July 1, 2023, through June 30, 2024
2. ROPS 2022/23 (July 1, 2022 through June 30, 2023) worksheet.

RESOLUTION NO. SA 2022 -

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY OF THE CITY OF SUISUN CITY RECEIVING AND ACCEPTING A
RECOGNIZED OBLIGATION PAYMENT SCHEDULE 2023/24 (ROPS) FOR THE
PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024**

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature enacted and the Governor has signed, companion bills AB 26 X1 (AB 26) and AB 27 X1 (AB 27), requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments; and

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

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

WHEREAS, the City is, by operation of law, the Successor Agency (the "Agency") to the Redevelopment Agency for purposes of winding down the Redevelopment Agency under AB 26; and

WHEREAS, as part of the 2012-13 State budget bill, the California Legislature enacted and the Governor has signed AB 1484, which enacted several technical and substantive amendments to AB 26, including certain processes and procedures relating to the submittal of the ROPS; and

WHEREAS, the California Legislature enacted and the Governor has signed SB107, which enacted several additional technical and substantive amendments to the dissolution laws, including certain processes and procedures relating to the submittal of the ROPS; and

WHEREAS, pursuant to the dissolution laws, the City as Successor Agency is required to maintain a "Recognized Obligation Payment Schedule" (the "ROPS"), which schedule was revised with pertinent data for the period of July 1, 2023, through June 30, 2024; and

WHEREAS, the City Council desires to memorialize the Successor Agency's receipt and acceptance of the ROPS 2023-2024 including the \$250,000 Successor Agency Admin Cost; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Suisun City, acting as the Successor Agency to the Redevelopment Agency of the City of Suisun City, resolve as follows:

Section 1. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. The ROPS, attached hereto and incorporated herein by this reference, is hereby adopted pursuant to Health & Safety Code Section 34180.

Section 3. The Successor Agency Executive Director or designee is authorized to take all actions necessary to implement this Resolution, including any necessary administrative corrections, in addition to the posting of this Resolution and ROPS on the Board's website, and the provision of notice of adoption of this Resolution and such Schedule to the State Department of Finance.

PASSED AND ADOPTED at a regular meeting of the City Council serving as the
Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on Tuesday,
the 20th of December 2022, 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 December 2022.

Anita Skinner
City Clerk

Suisun City
Recognized Obligation Payment Schedule (ROPS 23-24)-ROPS Detail
July 1, 2023 through June 30, 2024

Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 23-24 Total	ROPS 23-24A (Jul-Dec)					23-24A Total	ROPS 23-24A (Jul-Dec)					23-24B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$ 38,666,038	N	\$ 5,874,897				\$ 3,233,840	\$ 125,000	\$3,358,840				\$ 2,391,057	\$ 125,000	\$ 2,516,057
4	Marina Construction Loan	Third-Party Loans	7/22/1991	8/1/2048	Dept of Boating and Waterways	Marina Construction/ Rehab	All	\$ 4,407,665	N	\$ 470,372				\$ 314,140		\$ 314,140				\$ 156,232		\$ 156,232
5	Marina Expansion Loan	Third-Party Loans	10/24/1995	10/1/2025	Sheldon Oil	Marina Expansion/La nd Acquisition	All	\$ 594,710	N	\$ 268,000				\$ 268,000		\$ 268,000						\$ -
6	SERAF Payment	SERAF/ERA F	5/10/2010	6/30/2016	Suisun City Housing Authority (Housing Successor)	SERAF Loan Payment	All	\$ 4,140,905	N	\$ 690,150				\$ 345,075		\$ 345,075				\$ 345,075		\$ 345,075
9	Successor Agency Admin Cost	Admin Costs	2/1/2012	7/18/2029	Various	Staffing, Rent/Utilities, Supplies, Legal, Oversight	All	\$ 250,000	N	\$ 250,000				\$ 125,000	\$ 125,000					\$ 125,000	\$ 125,000	
11	Marina Lease	Miscellaneous	5/7/1992	4/30/2022	CA State Lands Commission	Marina Lease with CA State Lands Commission	All	\$ 20,000	N	\$ 20,000				\$ 20,000		\$ 20,000						\$ -
12	Main Street West DDA	OPA/DDA/Construction	4/17/2006	4/29/2021	Various	DDA Obligations	All	\$ -	N	\$ -					\$ -	\$ -						\$ -
13	Civic Center COP	Third-Party Loans	4/1/2004	11/1/2025	City of Suisun City	Civic Center COP Reimbursement Agreement	All	\$ 1,434,258	N	\$ 500,000				\$ 500,000		\$ 500,000						\$ -
21	2014 Series B Tax Allocation Bonds	Refunding Bonds Issued After 6/27/12	12/11/2014	10/1/2033	US Bank	2014 Series B Tax Allocation Bonds	All	\$ 27,805,000	N	\$ 3,617,375				\$ 1,752,625		\$ 1,752,625				\$ 1,864,750		\$ 1,864,750
23	2014 Bond Continuing Disclosure Services	Fees	11/2/2015	6/30/2015	Don Fraser & Associates	FY18 Continuing Disclosure on 2014 Bonds	All	\$ 3,500	N	\$ 3,500				\$ 3,500		\$ 3,500						\$ -
24	2014 Bond Trustee Services	Fees	12/11/2014	6/30/2015	US Bank	FY23-24 Bond Trustee Fees	All	\$ 5,000	N	\$ 5,000				\$ 5,000		\$ 5,000						\$ -
25	2014 Bond Arbitrage Report	Fees	12/11/2014	6/30/2015	BLX Group, LLC	FY23-24 Bond Arbitrage Report	All	\$ 5,000	N	\$ 500				\$ 500		\$ 500						\$ -
29	Property Disposition Costs	Property Dispositions		7/1/2018	City of Suisun City	Cost associated-sale of Civic Center Blvd. property	All	\$ -	Y	\$ -						\$ -						\$ -
31	Property Disposition Costs-Other SA Properties	Property Dispositions		3/1/2019	City of Suisun City	Cost associated-sale of other SA properties	All	\$ -	N	\$ 50,000				\$ 25,000		\$ 25,000				\$ 25,000		\$ 25,000

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



Item 15
CITY COUNCIL MEETING

First and Third Tuesday
Every Month

MINUTES

**SPECIAL MEETING OF THE SUISUN CITY COUNCIL,
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, NOVEMBER 1, 2022
5:30 P.M.**

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

NOTICE

Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), 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. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

FACE MASKS ARE RECOMMENDED FOR MEMBERS OF THE PUBLIC WHILE IN CITY FACILITIES IF NOT FULLY VACCINATED. 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 OR 707 421-7302.

ZOOM MEETING INFORMATION:

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

MEETING ID: 826 9928 2661

CALL IN PHONE NUMBER: (707) 438-1720

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

Vice Mayor Hernandez called the meeting to order at 5:30 with the following Council Members present:

PRESENT: Day, Hernandez, Hudson, Williams

ABSENT: None

CONFLICT OF INTEREST NOTIFICATION NONE

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

PUBLIC COMMENT

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

James Berg commented on Closed Session Item 2, wrong direction to go, we don't need more low income housing.

George Guynn commented on Closed Session Item 2, Lawler House should be preserved, we don't need low income housing.

Steve Olry, Lawler Ranch, we have to many closed sessions.

James Kendall, Representative of Carpenters 180, utilizing contractors that are not paid a liveable wage and benefits.

CLOSED SESSION

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

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

Discussion of potential initiation of litigation pursuant to Government Code Section 54956.9(c), (d)(4) (2 potential case).

Suisun City Council Acting as Successor Agency**2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

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

Property Under Negotiation: Assessor's Parcel Numbers: APN: 0032-141-130, 718 Main Street

Negotiating Party: City Manager

Parties Negotiating: Solano Affordable Housing Foundation

Under Negotiations: Terms and payment

City Council**3. CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager and City Attorney

Employee organizations:

SCEA (Suisun City Employees' Association)

4. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Discussion of potential significant exposure to litigation pursuant to Government Code Section 54956.9(c), (d)(2) (2 potential cases: One Workers Compensation Claim by Donna Pock; One Workers Compensation Claim by Aaron Leming.).

Housing Authority

5. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

Property Under Negotiation: Assessor's Parcel Numbers 0032-101-420 and 0032-102-160.

Negotiating Party: City Manager

Parties Negotiating With: Harbor Park LLC

Under Negotiations: Terms and payment

CONVENE OPEN SESSION

There were no announcements following Closed Session.

ADJOURNMENT

There being no further business the meeting was adjourned at 6:58 pm.

Anita Skinner, City Clerk

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



CITY COUNCIL MEETING

First and Third Tuesday
 Every Month

MINUTES

REGULAR MEETING OF THE SUISUN CITY COUNCIL

SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, AND HOUSING AUTHORITY TUESDAY, NOVEMBER 1, 2022

6:30 P.M.

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

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(Next Ord. No. – 796)

(Next City Council Res. No. 2022 – 138)

Next Suisun City Council Acting as Successor Agency Res. No. SA2022 - 04)

(Next Housing Authority Res. No. HA2022 – 02)

DEPARTMENTS: AREA CODE (707)

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

ROLL CALL

Vice Mayor Hernandez called the meeting to order with the following Council Members present:

PRESENT: Day, Hernandez, Hudson, Williams

ABSENT: None

Pledge of Allegiance was led by Vice Mayor Hernandez.

Invocation was given by City Manager Greg Folsom.

CONFLICT OF INTEREST NOTIFICATION NONE

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

Vice Mayor Hernandez announced Item 11 is removed from agenda.

REPORTS: (Informational items only)**1. City Manager/Executive Director/Staff**

Mr. Folsom commented that he and staff met with Solano Transportation Authority this morning and an operator has been selected to operate our Micro Transit Service starting January 3, 2023. STA will be giving a presentation to Council in December.

Our new my civic mobile app is available to the public. You can use this app to report a code violation, illegal dumping, potholes and much more. A press release was put out today.

Reminder that Tuesday, November 8th is Election Day, so get out here and vote.

Mr. Folsom will be attending the 25th Annual STA Awards next week on November 9th. Suisun City Public Works Department has been nominated for several awards including the Safety Project of the Year.

Reminder that Friday, November 11th is Veteran's Day and there will be an event at the VFW Post 333 on Main Street at 2pm and the public is invited.

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

PUBLIC COMMENTS

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

- Larry Brumfield commented on potholes on Railroad Avenue, everyone needs to get involved and pick up trash, we need to be involved in the community.
- Mike Anthony commented on Cal Marine property.
- James Berg commented on PG&E line replacements downtown and repair of Kellogg Street.
- Steve Olry commented Fairfield's worst roads are better than Suisun City roads, removal of political signs.
- George Guynn commented on the boat facility and possible revenue. Base realignment.

- Katrina Garcia clean up and adopt a neighborhood, Sustainable Solano, Flood Walk, pot holes on Railroad Ave, and potholes on Towhee and Muree streets,
- Charles Lee commented on Item 11 that was pulled from the agenda, property on Railroad and Sunset Avenue. Would like a clear presentation on how this came about and where we are when this is on a future agenda.
- George Guynn commented on Item 11 that was pulled from the agenda, property is a tax payer asset, what will happen with the acres that are left over after improvements.
- Michelle Chavez commented would like a status on the bench for Pete Dominguez at the sports complex, a memorial rose garden for military personnel, fire, police and employees, cleaning and helping public works, next Planning Commission Meeting.
- Donna LeBlanc commented thank you to Fire Department for putting on the Halloween Parade, happy for the rain, Veterans Day Parade in Fairfield, Next Door take into consideration where comments are coming from.
- Brian Ferrero commented thank you to Donna LeBlanc for the outreach to all the residents, 4th of July Fire Department had giant signs regarding illegal fireworks, no littering signs should go up, as many as can, to inform drivers if they are littering on our streets they are going to pay, ad hoc on littering ordinance.

COUNCIL COMMENTS

- Council/Boardmembers Updates
- Council Member Hudson commented on trucks littering, everyone get out and vote, PG&E inspection harming our streets, thank all the veterans on Veterans Day.
Public Works Director commented on PG&E project.
- Council Member Williams commented on PG&E and barricades around areas that they have cut out, have destroyed people's driveways. Can PG&E provide letter that they will be back to fix area. Whispering Bay Lane, when can we address the broken up sidewalks, also potholes on Wigeon Way and Shoveller Drive. Adopt a Neighborhood is looking for volunteers to participate in community outreach for areas that don't have a funding source. Veterans Day event at the Suisun City Waterfront honoring our veterans. Sign-up for Adopt a Neighborhood and the Flood Walk and help with the beautification of our community.
- Council Member Day commented on Veterans Day and Measure S, we need to pay attention to our streets. We need to spend money on streets, police and fire.
- Vice Mayor Hernandez commented her gratitude for the Fire Department Halloween Parade, upcoming Veterans Day event offering resources that are available to the veterans, PG&E will provide necessary steps to bring back the sidewalks and streets that have been disrupted. Our new app, FSUSD Special Olympics on October 28, Festival of Lights, Day of the Dead to celebrate the diversity in our community.

CONSENT CALENDAR

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

City Council

2. Council Consideration and possible action to adopt Resolution No. 2022-138: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and

authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, through December 1, 2022 – (Folsom: gfolson@suisun.com).

3. Council Adoption of Resolution No. 2022-139: Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Management & Professional Employees' Association Effective July 1, 2021 through June 30, 2023 to Amend MOU Provisions Pertaining to Job Classes Represented, Uniforms and Uniform Allowances, Duty Chief Pay and IT Manager Special Circumstance Compensation – (Penland: cpenland@suisun.com).
4. Council Adoption of Resolution No. 2022-140: Approving the Suisun City Marina Annual Dock Maintenance and Inspection Services and Authorizing the City Manager to enter into an agreement with Bellingham Marine to Perform the Services – (Lofthus: klofthus@suisun.com).
5. Council Adoption of Council Resolution 2022-141: A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein (Caterpillar Clubhouse) – (Vue: nvue@suisun.com).
6. Council Adoption of Council Resolution 2022-142: A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein (Zip Thru Carwash) – (Vue: nvue@suisun.com).
7. Council Adoption of Resolution No. 2022-143: Approving an Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto from the 2020 Community Development Block Grant Program Coronavirus Round 1 (CDBG-CV1) NOFA Dated June 5, 2020 – (Lofthus: klofthus@suisun.com).
8. Council Consideration of Letter Regarding Net Energy Metering – (Folsom: gfolson@suisun.com).

PUBLIC COMMENTS

- Donna LeBlanc commented on Item 8, how is money being spent, security blinds and flooring. Deputy City Manager responded to questions.

Motion by Council Member Williams to adopt Consent Calendar and seconded by Council Member Hudson. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams

NOES: None

ABSENT: None

PUBLIC HEARING

City Council

9. HEARING

Council Adoption of Resolution No. 2022-144: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California – (Deol: ldol@suisun.com).

Vice Mayor Hernandez opened the Public Hearing.

- Donna LeBlanc asked for the process to be explained to the public.
- Michelle Chavez concerned about lien list being posted and available on website.

There being no further comments the Public Hearing was closed.

Finance Director Deol responded to questions. Council Member Hudson and Council Member Williams commented on Republic Services trucks and littering. Vice Mayor Hernandez commented.

Motion by Council Member Hudson to approve Resolution 2022-143 and seconded by Council Member Williams. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams

NOES: None

ABSENT: None

GENERAL BUSINESS

10. Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to Approve the Agreement for Purchase and Sale of Real Property under Threat of Condemnation and Joint Escrow Instructions and to Take Any and All Actions Necessary to Implement the Agreement – (Folsom: gfolson@suisun.com).

Item removed from agenda to future date

11. Development Services Department Showcase – (Bermudez: jbermudez@suisun.com).

Director Jim Bermudez presented the showcase power point.

Council Comments

Council Member Hudson

- Great presentation
- Asked to have the Housing Element and Waterfront Specific Plan explained for those that may not what the purpose of those documents are.

Council Member Williams

- asked if a ground breaking ceremony was planned for the 71 units that are already started on Cordelia Road;
- glad for all the revenue stream projects being planned
- Stiizy landscaping has not started yet and it has been a year; wants to make sure City follows through on what was approved
- Great feed back on Next Door for the wonderful services provided by Zip Thru Express Car Wash
- Great feed back from developers on the Good Neighborhood Policy

Council Member Day expressed appreciation for a great presentation.

Vice Mayor Hernandez

- Happy for the projects being able to generate revenue what the city has needed for quite some time.
- What is needed to update the permitting software
- Stiizy landscaping is also a concern for her; part of the approval was Stiizy support of local non-profits and would like to know the status

Public Comments

- James Berg commented on Marina Village being fast tracked
- Steve Olry business potential, logistics center, protect the future of Travis AFB
- Michelle Chavez commented Sustainable Workshop on Climate Resiliency, green space at Humphrey and Olive tree, ADU, code changes helping Blossom and Railroad.
- Donna LeBlanc commented pedestrian safety by Marina Village Apartment building, kids have to walk in street to get home from school. Website items for residents to find useful such as fence regulations, new construction timelines in their presentations, will that be a practice with all our future construction projects.

Development Director Bermudez responded to sidewalks at Marina and Bella Vista, codes enforcement assessing fines, RV's and living spaces on city property, fences clearer in code update, timelines are generated by the applicant and a lot of variables in play, logistics center still on list as active projects not approved projects.

REPORTS: (Informational items only)

12. Non-Discussion Items

ADJOURNMENT

There being no further business the meeting was adjourned at 9:34 pm.

Anita Skinner, City Clerk

AGENDA TRANSMITTAL

MEETING DATE: December 20, 2022

CITY AGENDA ITEM: Consideration of the Following for the Historic Waterfront Business Improvement District:

- A. Council Adoption of Resolution No. 2022-__ Reauthorizing and Renewing the Historic Waterfront Business Improvement District and the Assessment Levy for the District; and
- B. Council Adoption of Resolution No. 2022-__ Approving the Proposed Calendar-Based Fiscal Year 2022 Operating Budget for the Suisun City Historic Waterfront Business Improvement District.

FISCAL IMPACT: Reauthorization of the BID assessments has no fiscal impact on the City General Fund as these assessments are paid by businesses within the District.

STRATEGIC PLAN IMPACT: Revitalize Downtown Waterfront District.

BACKGROUND: Per City Ordinance No. 667, enacted April 18, 2003, the Main Street Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District (the “District”), was established. The District is a non-profit organization created at the request of downtown merchants to promote improved business conditions and marketing of downtown Suisun City. Under procedures described in the California Streets and Highways Code, the City, on behalf of the District, levies assessments on those businesses within the District area (see attached map) for use in various marketing and improvement activities, as determined beneficial by the District board. Each year since 2003, the Council has reauthorized the continued operation of the District. On December 6, 2022, the City Council set the Public Hearing and requested staff to publish the public notice and notify each business owner (within the BID) of such meeting.

STAFF REPORT: In order for the BID to continue operation, the City Council must adopt a resolution of reauthorization.

1. Protest Hearing

A Public Hearing is required by law to review any written protests to the proposed re-authorization of the District, the assessment levy or any specific expenditure. If written protests from businesses representing more than 50 percent of the District’s collected assessments are received, State Law requires the City Council to initiate proceedings to eliminate the District and its assessment, or the specific expenditure listed in the protests.

As of preparation of this report, Staff was unaware of any effort or intent of any businesses within the District to collect such written protests. Staff will advise the City Council at the hearing whether written protests have been submitted.

PREPARED BY:
REVIEWED/APPROVED BY:

Kris Lofthus, Deputy City Manager
 Greg Folsom, City Manager

2. Consider Renewing the District

The City Council annually considers adoption of a resolution renewing the establishment of the District, as described in Ordinance 667. The resolution describes the boundaries of the District, the general purposes for which assessments may be used, and three benefit zones with associated assessment rates according to business type.

The descriptions of the District were included in the Resolution of Intent mailed to all businesses subject to the assessment and known to the City. The District proposes to continue the boundaries, uses of funds, benefit zones and assessment rates that have existed since the District was formed with no changes.

3. Review and Approve the Proposed District Budget

State law and City Code require the District to submit at least annually a proposed budget for review and approval by the City Council. Last month, the District submitted its 2022 Annual Report and Proposed 2023 Budget to City staff for review. The reports were distributed for review by the City Council and the City Manager's Office. A copy of the reports were also filed with the City Clerk to be maintained for public review.

According to City Code Section 3.40.110, the City Council must annually review and approve the District budget prior to the start of the fiscal year. However, the City Council's role is described in City Code and MOU as one of general oversight:

“City shall not adopt, modify or otherwise amend any Fiscal Year budget of the District that is inconsistent in any way with said Fiscal Year's budget as agreed to and presented by the BID Board except in the case of a written majority protest ... from business owners...”.

“Decisions of the BID Board regarding expenditure of all funds generated under this program shall be final.”

The City Council is empowered to approve or disapprove the District budget. In the event the City Council wishes to recommend changes in the budget, such direction should be delineated and consideration of the budget resolution continued to allow the District board to consider amending its budget accordingly. Though the District may not spend additional resources without an approved budget, renewal of the assessment will allow the Finance Department to collect the assessments with the business license renewals, and hold the proceeds until such time as a District budget is approved.

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing to receive any protests against renewal of the District, the assessment or any portion of the proposed District budget; and
2. Adopt Resolution No. 2022-__: Reauthorizing and Renewing the Historic Waterfront Business Improvement District and the Assessment Levy for the District; and
3. Adopt Resolution No. 2022-__: Approving the Proposed Calendar-Based Fiscal Year 2022 Operating Budget for the Suisun City Historic Waterfront Business Improvement District.

ATTACHMENTS:

1. Resolution No. 2022-__: Reauthorizing and Renewing the Historic Waterfront Business Improvement District and the Assessment Levy for the District; and
2. Resolution No. 2022-__: Approving the Proposed Calendar-Based Fiscal Year 2022 Operating Budget for the Suisun City Historic Waterfront Business Improvement District.
3. Proposed 2023 Budget with Adopted 2022 Budget and Actuals
4. City Ordinance No. 667
5. Power Point Presentation

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RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
REAUTHORIZING AND RENEWING THE HISTORIC WATERFRONT BUSINESS
IMPROVEMENT DISTRICT AND THE ASSESSMENT LEVY FOR THE DISTRICT**

WHEREAS, the California Streets and Highways Code Section 36500 *et seq.* authorizes cities to establish parking and business improvement areas for the purpose of promoting economic revitalization and physical maintenance of business districts in order to create jobs, attract new business and prevent erosion of the new business district; and

WHEREAS, The Main Street-Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District (District), was formed, at the request of the Main Street-Waterfront Business Improvement District Formation Committee (Committee), by City Council approval of City Ordinance No. 667 on April 18, 2003; and

WHEREAS, at the request of the Committee, Ordinance No. 667 established an annual special assessment on all businesses within the District, which said assessment must be renewed annually by City Council; and

WHEREAS, the District Board of Directors (Board) has requested the Suisun City Council renew the special assessment on all businesses within the District; and

WHEREAS, renewal of the special assessment may occur only after City Council conducts a noticed public hearing pursuant to the Parking and Business Improvement District Area Law of 1989, Part 6 (commencing with Section 36500) of Division 18 of the California Streets and Highways Code; and

WHEREAS, said public hearing has been held and the City Council has heard and considered all oral and written protests and other comments regarding such proposed actions; and

WHEREAS, protests in writing from businesses in the District paying 50% or more of the proposed assessment have not been received; and

WHEREAS, this City Council has now determined to re-authorize the imposition of a benefit assessment for the District; and

WHEREAS, in the opinion of this City Council, the businesses within the District will be benefited by the expenditure of the funds raised by the assessments levied hereby in the manner prescribed herein; and

WHEREAS, the assessments or charges levied on businesses pursuant to this Ordinance shall be levied, to the maximum extent feasible, on the basis of the estimated benefit to the businesses within the District.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City does hereby determine that:

1. The recitals set forth herein are true and correct.
2. The City Council does, at the request of the Board, and pursuant to the California Streets and Highways Code, declare its intent to consider reauthorizing and renewing the "Main Street-Waterfront Business Improvement District" (District).

3. The boundaries of the entire area to be included in the District, and the boundaries of each separate benefit zone within the District, are set forth in the Map, EXHIBIT A, incorporated herein by reference. A true and correct copy of the map is on file with the City Clerk of the City of Suisun City.
4. The types of improvements and activities proposed to be funded by the levy of assessments on business in the District are in EXHIBIT B hereto and incorporated by reference.
5. The City Council intends to consider reauthorizing the District and renewing the levy of an annual benefit fee on businesses in the District to pay for selected improvements and activities of the District.
6. All funds of the District shall be expended on improvements and activities within the District.
7. The method and the basis for levying the benefit fee on all the businesses within the District are set forth in the EXHIBIT C hereto, incorporated herein by reference.
8. The Annual Benefit fees shall be incorporated into the City Business License fee for those businesses within the District and shall be due and payable as part of obtaining the required City Business License pursuant to City Code Title 5.
9. A public hearing to consider re-authorization of the District was held on **December 20, 2022, at 6:30 p.m.** before the City Council of the City of Suisun City, at the City Council Chambers at 701 Civic Center Blvd., Suisun City, CA 94585.
10. At the public hearing, the testimony of all interested persons, for or against the establishment of the District, interested in matters concerning the boundaries of the District, the areas of benefit within the District and the assessments to be levied, were be heard.
11. A protest against the District, or any aspect of it, may be made orally or in writing. An oral protest shall be made at the said public hearing. To count in the majority protest against the District, a protest must be in writing. A written protest may be withdrawn from record at any time before the conclusion of the public hearing. Each written protest shall contain a written description of the business in which the person signing the protest is interested, sufficient to identify the business, and its address. If the person signing the protest is not shown on the official records of the City of Suisun City as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person is the owner of the business. Any written protest as to the regularity or sufficiency of the proceedings shall be in writing and clearly state the irregularity or defect to which objection is made.
12. If, at the conclusion of the public hearing, there are of record, written protest by the owners of the businesses within the District that will pay fifty percent (50%) or more of the total assessments of the entire District, no further proceedings to create the District shall occur. New proceedings to reauthorize and renew the District and levy the benefit assessment fee shall not be undertaken again for a period of at least one (1) year from the date of the finding of the majority written protest by the City Council. If the majority written protest is only as to an improvement or activity proposed, then that type of improvement or activity shall not be included in the District.

13. Further information regarding the proposed Main Street-Waterfront Business Improvement District may be obtained from the City Clerk of the City of Suisun City, at Suisun City Hall, 701 Civic Center Blvd., Suisun City, CA, and or by calling (707) 421-7309.

14. The City Clerk noticed the public hearing as follows:

- a. Published the Resolution of Intention in a newspaper of general circulation in the City of Suisun City once, at least ten (10) days before the hearing.
- b. Mailed a complete copy of this Resolution of Intention to each and every business owner in the District within seven (7) days of the adoption of the Resolution of Intent.

15. This Resolution is effective on its adoption.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 20th of December 2022 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 December 2022.

Anita Skinner
City Clerk

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PROPOSED SUISUN CITY DOWNTOWN - WATERFRONT
BUSINESS IMPROVEMENT DISTRICT (BID)
BOUNDARY MAP



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EXHIBIT “B”

Purpose and Use of Benefit Assessments.

The types of improvements and activities proposed to be funded by the levy of assessments on businesses in the District are as follows:

a. The acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following improvements:

- (1) Benches;
- (2) Trash receptacles;
- (3) Decorations;
- (4) Signage;
- (5) Facade improvements;
- (6) Permanent landscaping.

b. Activities including but not limited to the following:

- (1) Promotion of public events which benefit businesses in the area and which take place on or in public places within the area;
- (2) Furnishing of music in any public place in the area;
- (3) Activities which benefit businesses located and operating in the area, including but not limited to commercial shopping and promotional programs.
- (4) Trash clean up.

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EXHIBIT “C”

DISTRICT ASSESSMENT FORMULA

Proposed 2023 Benefit Fee Formula Matrix:

Type of Business	Assessment Amount
Retailers and Restaurants	\$200
Service and Professional Businesses	\$100
Personal Services (such as hair dressers, barbers, massage therapists, manicurists/pedicurists, etc.)	\$25
Commercial Cannabis Businesses	\$1,000
Lodging	\$10 per room
Financial Institutions	\$500

Business Type Definitions:

Retail and Restaurant: Businesses that buy and resell goods, examples are clothing stores, shoe stores, office supplies as well as businesses that sell prepared foods and drinks.

Service Businesses: Businesses that sell services. Examples are beauty and barber shops, repair shops, most automotive-oriented businesses, entertainment businesses such as theaters, etc.

1 Professional Businesses: Includes Architects, Engineers, Attorneys, Dentists,
2 Doctors, Accountants, Optometrists, Realtors, Insurance Offices, Mortgage Brokers
3 and most other businesses that require advanced and/or specialized licenses and/or
4 advanced academic degrees.

5 Personal Services: Individuals/Businesses that have their own business license and
6 rent “stalls” or space within a building to provide personal services, such as hair
7 dressers, barbers, massage therapists, and manicurists/pedicurists.

8
9 Lodging: Includes renting rooms by the day or week to community visitors.

10 Financial Institutions: Includes banking and savings and loan institutions as well as
11 credit unions, etc.

12
13 Commercial Cannabis Business: Includes any retail or non-retail commercial
14 operation that is licensed under the city’s commercial cannabis ordinance.

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE PROPOSED CALENDAR-BASED FISCAL YEAR 2023
OPERATING BUDGET FOR THE MAIN STREET WATERFRONT BUSINESS
IMPROVEMENT DISTRICT**

WHEREAS, the City Council has passed Ordinance No 667 establishing the Main Street-Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District (District); and

WHEREAS, said Ordinance requires the District to present its annual budget to the City of Suisun City for review and approval; and

WHEREAS, the City Council of the City of Suisun City has reviewed the proposed District budget; and

WHEREAS, the City Council desires to promote and assist the District to insure the success of the projects and programs of the District.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby approve the calendar year 2023 operating budget for the District.

BE IT FURTHER RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to take all appropriate and necessary actions to ensure implementation of this Resolution.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 20th of December 2022 by the following vote:

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

WITNESS my hand and the seal of the City of Suisun City this 20th day of December 2022.

Anita Skinner
City Clerk

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Suisun Historic Waterfront BID							
2023 Budget DRAFT							
					2022 Adopted Budget	Actual 1-1-22/ 10-31-22	2023 Proposed Budget
	Ordinary Income/Expense						
		Income					
		REVENUE					
			Mothers Day Income		10,000.00	9,427.19	10,000.00
			Business Assessments		11,875.00	13,228.75	13,000.00
			Art Wine Income/Other Event Income		10,000.00	10,918.00	14,000.00
			Total REVENUE		31,875.00	33,573.94	37,000.00
			Transfer from reserve		12,000.00	12,000.00	6,000.00
		Total Income			43,875.00	45,573.94	43,000.00
		Expense					
			Advertising Expense				
			Electronic Media		650.00	0.00	500.00
			Print Media		1,500.00	550.00	500.00
			Social Media Campaigns		600.00	0.00	600.00
			Marketing Program		11,250.00	11,828.76	11,250.00
			Total Advertising Expense		14,000.00	12,378.76	12,850.00
		Event Expenses					
			Art Wine/Other Event Expenses		2,500.00	3,794.81	8,000.00
			Mothers Day Craft Faire		2,500.00	5,979.73	6,000.00
			Restaurant Week (under marketing)		2,000.00	0.00	0.00
			BID Mixer/Quarterly meetings		600.00	0.00	500.00
			Total Event Expenses		7,600.00	9,774.54	14,500.00
		Operating Expenses					
			Accounting Fees		1,200.00	1,399.50	1,500.00
			Bank Charges		35.00	170.26	200.00
			Contract Labor		3,000.00	0.00	6,000.00
			Insurance		2,000.00	2,030.44	2,100.00
			Miscellaneous Expenses (banners, etc)		700.00	0.00	700.00
			Office Supplies		450.00	772.00	600.00
			Postage, shipping, delivery		400.00	363.90	300.00
			Tax Preparation		550.00	796.00	800.00
			Taxes		200.00	612.70	200.00
			Web Hosting & Upgrades		495.00	7,189.73	500.00
			Total Operating Expenses		9,030.00	13,334.53	12,900.00
			Beautification - Cleanup		14,400.00	14,400.00	0.00
		Total Expense			45,030.00	49,887.83	40,250.00
	Net Ordinary Income				-1,155.00	-4,313.89	2,750.00
Net Income					-1,155.00	-4,313.89	2,750.00

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ORDINANCE NO. 667

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY,
CALIFORNIA, ADDING A CHAPTER TO THE SUISUN CITY MUNICIPAL CODE
ESTABLISHING THE MAIN STREET-WATERFRONT BUSINESS
IMPROVEMENT DISTRICT.**

WHEREAS, on February 4, 2003, the Suisun City Council, (the "City"), adopted Resolution No. 2003-03 (the "Resolution"), declaring its intention to establish a Parking and Business Improvement District (hereinafter referred to as the "District"), to levy a benefit assessment on all businesses, trades, professions, and vendors within said District, the proceeds of which shall be used for the public purposes herein described to benefit the businesses in the District, pursuant to the Parking and Business Improvement Area Law of 1989, Part 6 (commencing with Section 36500) of Division 18 of the California Streets and Highways Code (the "Act"); and,

WHEREAS, pursuant to the Act and the Resolution, City conducted a public hearing, after having given due notice thereof as required by law, on March 4, 2003, at 7:00 p.m., at Suisun City Hall, 701 Civic Center Blvd, Suisun City, CA 94585; and,

WHEREAS, said public hearing has been held and the City Council has heard and considered all oral and written protests and other comments regarding such proposed actions; and,

WHEREAS, protests in writing from businesses in the proposed District paying 50% or more of the proposed assessment have not been received; and,

WHEREAS, this City Council has now determined to establish the proposed District as a Parking and Business Improvement District, to provide for the imposition of a benefit assessment and to adopt an ordinance to such effect; and,

WHEREAS, in the opinion of this City Council, the businesses within the District will be benefited by the expenditure of the funds raised by the assessments levied hereby in the manner prescribed herein; and,

WHEREAS, this City Council may, for each of the purposes set forth in Section 36510 & 36513 of the Act, establish one or more separate benefit zones based upon the degree of benefit derived from the formation of the District, and may impose a tiered assessment or charge within each of the benefit zones; and,

WHEREAS, all provisions of the Act applicable to the establishment, modification, or disestablishment of a District shall apply to the establishment, modification, or disestablishment of benefit zones pursuant to the Act, and the establishment or the modification of any benefit zone shall follow the same procedure as provided for under the establishment of a Parking and Business Improvement District; and the disestablishment of a

benefit zone shall follow the same procedure as provide for disestablishment of a District; and,

WHEREAS, upon the request of the BID Establishment Committee, this City Council shall commence the proceedings required by law to amend the boundaries, assessments or charges established pursuant to this Ordinance subject to approval of the Board of Directors of the District as expressly provided for herein; said modifications being made pursuant to the procedural requirements of the Act, but no assessment or charge shall be modified which would impair the ability of the District to meet the obligations of a contract to construct or operate physical improvements in the District; and,

WHEREAS, adjustments may be made in the assessments or charges to businesses in the District, or in the uses to which the revenue shall be put, as specified in this Ordinance and subject to Board approval, provided such changes are made by a supplemental Ordinance adopted after a hearing before the City Council; and,

WHEREAS, for purposes of the assessments or charges to be imposed pursuant to this Ordinance, this City Council may make a reasonable classification of businesses, giving consideration to various factors, including general benefit to businesses and the degree of benefit received from District programs; and,

WHEREAS, the assessments or charges levied on businesses pursuant to this Ordinance shall, to the maximum extent feasible, be levied on the basis of the estimated benefit to the businesses within the District.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I.

Title 3, Chapter 3.40 Sections 3.40.10 – 3.40.160, inclusive, of the Suisun City Code are hereby added as follows:

MAIN STREET-WATERFRONT BUSINESS IMPROVEMENT DISTRICT.

3.40.10 Resolution of Intention, Public Hearing and Findings.

The Recitals hereof, which set forth facts regarding the adoption of Council Resolutions, the conduct of public hearings and certain findings of the City Council, are true and correct and incorporated herein by reference.

3.40.20 Definitions.

In order to distinguish between District businesses and for the purpose of calculating and applying the amount of assessments owed, the following definitions shall apply:

(a) Retail Businesses: "Retail Businesses" include all businesses not covered by other definitions set out in this section, at least fifty percent (50%) of whose gross income is derived from "retail sales" as that term is defined under the

1 California Sales and Use Tax Law. The fact that a substantial part of its business
2 consists of sales other than retail sales does not exclude said business from this
3 classification so long as such other business component does not account for more
4 than fifty percent (50%) of said business' gross income;

(b) Restaurants: "Restaurant" businesses include cafes, eating
5 establishments, sandwich shops, dinner houses, restaurants and fast food services
6 and other similar businesses;

(c) Sales and Service: "Sales and Service" businesses include businesses
7 that combine retail and product services. Examples are appliance stores, most
8 automotive-oriented businesses, repair shops, repairing and servicing businesses
9 and service stations. Other businesses of a general service-type nature such as
10 general office, news and advertising media, printers, renting and leasing businesses,
11 utilities, vending machine businesses, household finance companies, entertainment
12 businesses and other similar businesses not otherwise included in categories a, b, d,
13 e, f, or g are included in this section;

(d) Personal Care Salons: Includes beauty salons, barber shops, tanning
14 salons, etc.

(e) Lodging: "Lodging" businesses include inns, hotels, motels, RV Parks
15 and other similar businesses;

(f) Professional: "Professional" includes attorneys, architects, accountants,
16 engineers, surveyors, physicians, dentists, optometrists, chiropractors and others in
17 a medical / health service field, consultants, real estate brokers, financial advisors,
18 laboratories (including dental and optical), hearing aid services, artists,
19 photographers and designers.

(g) Financial: Banks, savings & loans, credit unions, etc.

(h) Calendar Year: "Calendar Year" means January 1st to and including
20 December 31st of the same year.

(i) Billing Period: "Billing Period" shall refer to the Fiscal Year period
21 beginning on July 1 and ending on June 30 of the following year.

22 3.40.30 Establishment of Boundaries.

23 A Parking and Business Improvement District is hereby established pursuant to the
24 Parking and Business Improvement Area Law of 1989, Streets and Highways Code
25 Section 36500 et seq. The boundaries of the District and the benefit zones within
26 the District shall be as set forth on Exhibit "A", attached hereto and incorporated
27 herein by reference. This District shall be known as the "MAIN STREET-
28 WATERFRONT BUSINESS IMPROVEMENT DISTRICT" (the "District").

3.40.40. Establishment of District Board of Directors.

There shall be a Board of Directors ("BID Board") of the District to administer the
affairs of the District. Said Board shall be constituted of businesses within the
District. Within the BID Board there shall be a President, Vice-President,
Secretary and Treasurer elected by the membership, and such other officers as
deemed necessary by the Board. Such other officers shall be appointed by the
Board of Directors at their discretion.

3.40.50 Establishment of Benefit Assessment.

All businesses, trades, and professions located within the District boundaries shown on Exhibit "A" shall, commencing on July 1, 2003, pay an annual benefit assessment to the District in the following amounts:

DISTRICT ASSESSMENT FORMULA

Proposed Benefit Fee Formula Matrix:

	ZONE A	ZONE B	ZONE C
Retailers and Restaurants	\$400	\$300	\$200
Service Businesses	\$300	\$200	\$150
Lodging	\$ 10 per room	\$ 10 per room	\$ 10 per room
Professional Businesses	\$200	\$150	\$100
Financial Institutions	\$500	\$500	\$500

Business Type Definitions:

Retail and Restaurant: Businesses that buy and resell goods, examples are clothing stores, shoe stores, office supplies as well as businesses that sell prepared foods and drinks.

Service Businesses: Businesses that sell services. Examples are beauty and barber shops, repair shops, most automotive-oriented businesses, entertainment businesses such as theaters, etc.

Lodging: Includes renting rooms by the day or week to community visitors.

Professional Businesses: Includes Architects, Engineers, Attorneys, Dentists, Doctors, Accountants, Optometrists, Realtors, Insurance Offices, Mortgage Brokers and most other businesses that require advanced and/or specialized licenses and/or advanced academic degrees.

Financial Institutions: Includes banking and savings and loan institutions as well as credit unions, etc.

1 3.40.60 Purpose and Use of Benefit Assessments.

2 The types of improvements and activities proposed to be funded by the levy of
3 assessments on businesses in the District are as follows:

4 a. The acquisition, construction, installation, or maintenance of any tangible
5 property with an estimated useful life of five years or more including, but not
6 limited to, the following improvements:

- 7 (1) Benches;
- 8 (2) Trash receptacles;
- 9 (3) Decorations;
- 10 (4) Facade improvements;
- 11 (5) Permanent landscaping

12 b. Activities including but not limited to the following:

- 13 (1) promotion of public events which benefit businesses in the area and
- 14 which take place on or in public places within the area;
- 15 (2) Furnishing of music in any public place in the area;
- 16 (3) Activities which benefit businesses located and operating in the area,
- 17 including but not limited to commercial shopping and promotional
- 18 programs.

19 3.40.70 Exclusions From Benefit Assessment.

20 No person or business shall be required to pay an assessment based on: (a) a
21 residential use of the property within the District, or (b) a non-profit organization
22 as defined by Section 501 (C) (3) or (C) (6) of the Internal Revenue Service Code
23 located within the District.

24 3.40.80. New Business Assessment Waiver.

25 Any new business established within the District shall not be required to pay an
26 assessment for the Billing Period during which said business is initiated. The
27 business will have been considered initiated on the date of issuance of the business
28 license. This waiver shall not apply to an existing business that has changed
ownership or location within the District. City agrees to supply the BID Board
with timely information regarding new businesses initiated within the District.

3.40.90. Collection of Benefit Assessment.

The benefit assessment authorized by this Ordinance for SUISUN CITY businesses
(Section 3.40.50 hereof), shall be billed and collected each Fiscal Year on July 1.
City will bill and collect the assessments, at no charge to the District and forward
all funds collected to the BID Board within 30 days of said collections.

3.40.100 Voluntary Contributions to District.

Contributions to the District shall be permitted on a voluntary basis. The
boundaries of the District shall not be modified as a result of the contribution, nor
shall said contributing business be considered a member of the District for voting

1 or other purposes. However, said business making a voluntary contribution may be
2 entitled to participate in the programs of the District upon a finding by the BID
3 Board that the District derives a benefit from said business' participation in the
program.

4 3.40.110 Annual Budget Process.

5 Pursuant to the Act, it shall be necessary for the BID Board to present an annual
6 budget for City Council review and approval prior to the beginning of each Fiscal
7 Year. The purpose of this process is to comply with the Act provisions regarding
8 public notice and hearing prior to establishing the benefit assessments for the
9 following Fiscal Year. City shall not adopt, modify or otherwise amend any Fiscal
10 Year budget of the District that is inconsistent in any way with said Fiscal Year's
11 budget as agreed to and presented by the BID Board except in the case of a written
majority protest (regarding elimination or modification of any specific budget item)
from business owners which will pay 50% or more of the assessments proposed to
be levied as to any specific budget item pursuant to GC Section 36525 (b). In such
case the written protest regarding any specific budget item shall be grounds to
eliminate or modify said expenditure from the District's proposed budget pursuant
to the written protest.

12 3.40.120 Decisions Regarding Expenditure of Funds.

13 As provided for within the guidelines of SB 1424, decisions of the BID Board
14 regarding expenditure of all funds generated under this program shall be final.

15 3.40.130 District Proceeds Do Not Offset City Services.

16 City specifically finds and declares that the funds derived from the District shall not
17 be used to offset or diminish current maintenance, capital improvement programs,
18 including but not limited to, public property and sidewalk cleaning, street cleaning
19 and maintenance, tree maintenance, restroom cleaning and maintenance. The City
declares its intent to provide at least the same level and standard of maintenance
and repair of public property within the District providing City funds are available
from year to year.

20 3.40.140 Disestablishment of the District.

21 Proceedings to disestablish the District shall be initiated by the City Council
22 following the presentation of a petition to the City Council signed by business
23 owners paying 50% or more of the assessments levied in the District. Proceedings
24 to disestablish the District shall follow the procedures set forth in GC Section
25 36550. The City Council shall disestablish the District if, following the public
26 hearing prescribed in Section 36550 (b), written protests are not withdrawn as to
27 reduce the protests below the 50% level. In the event of disestablishment of the
28 District, remaining revenues of the District shall be refunded to paying business
owners in a pro-rata manner calculated in the same manner as was used to establish
the most recent assessments applied in the District.

3.40.150

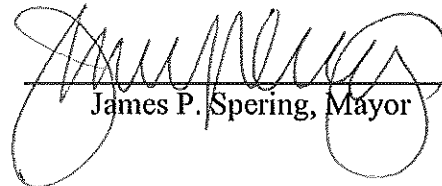
If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance, it being expressly declared that this ordinance and each section, subsection, clause and phrase hereof would have been prepared, proposed, adopted, approved and ratified irrespective of the fact that any one or more other sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

3.40.160 Effective date of Ordinance

The ordinance shall take effect upon the thirty-first (31st) day after its final passage.

SECTION II. NOTICE OF PUBLICATION

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



James P. Spering, Mayor

CERTIFICATION

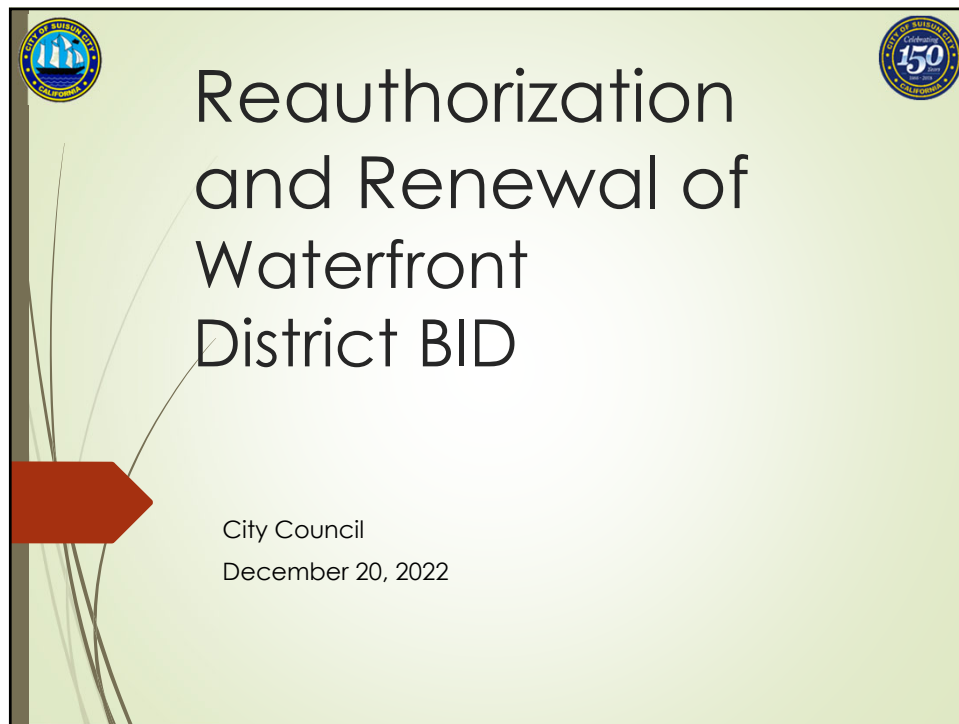
I, Linda Hobson, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was regularly introduced at a meeting of the said City Council held on Tuesday, March 4, 2003 and regularly passed and adopted at a regular meeting of said City Council held on Tuesday, March 18, 2003 by the following vote:

AYES:	Council Members:	Day, Sanchez, Segala, Ventura, Spering
NOES:	Council Members:	None
ABSENT:	Council Members:	None
ABSTAIN:	Council Members:	None

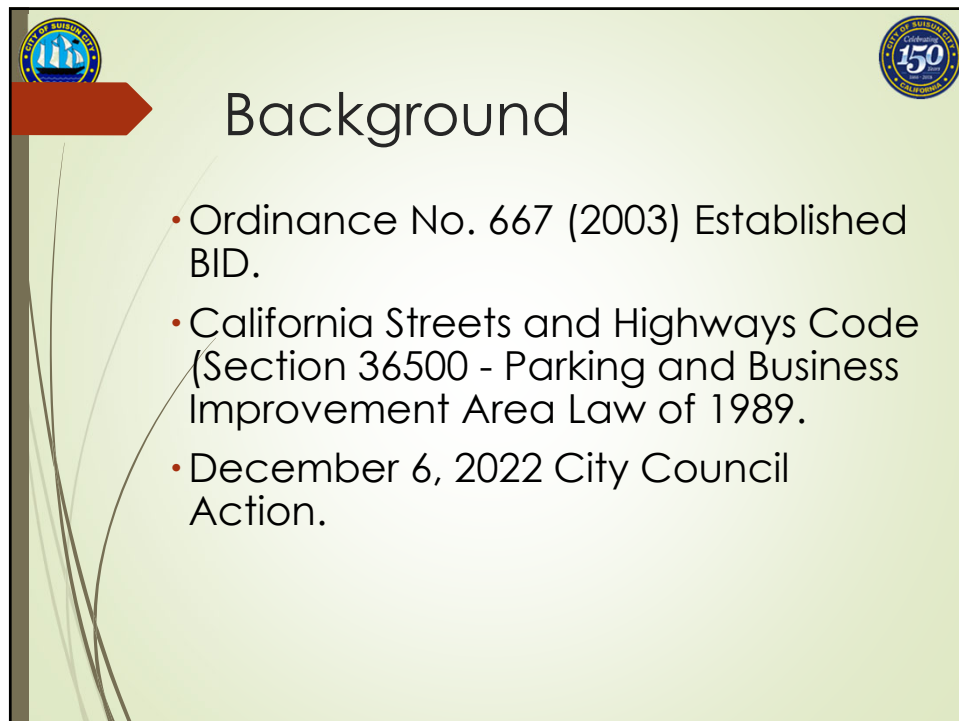
WITNESS my hand and the seal of said City this 18th day of March 2003.


Linda Hobson, City Clerk


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Remaining Process

- Protest Hearing.
- Consider Renewing District.
- Review and Approve District Budget.

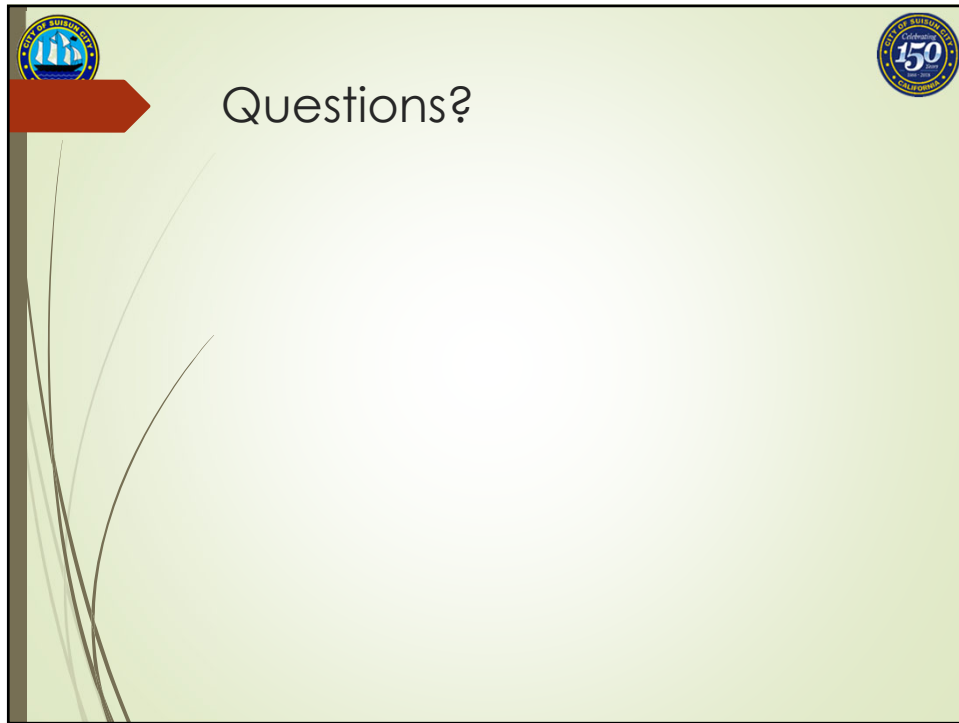
3



It is recommended that the City Council:

- Conduct a Public Hearing to receive any protests against renewal of the District, the assessment or any portion of the proposed District budget; and
- Adopt Resolution No. 2022-__: Reauthorizing and Renewing the Suisun City Historic Waterfront Business Improvement District and the Assessment Levy for the District; and
- Adopt Resolution No. 2022-__: Approving the Proposed Calendar Year 2023 Operating Budget for the Suisun City Historic Waterfront Business Improvement District.

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AGENDA TRANSMITTAL

MEETING DATE: December 20, 2022

CITY AGENDA ITEM: Council Introduction and Waive Reading of Ordinance No. __: An Ordinance of the City Council of the City of Suisun City, California, Amending Ordinance 793, Adopting Policy 706 Relating to the Police Department’s Use of Military Equipment, in Accordance with Assembly Bill 481.

FISCAL IMPACT: There is no fiscal impact.

STRATEGIC PLAN:

- Ensure Public Safety, Section 3.6 – Develop and implement emergency preparation, response and recovery plans across the organization in collaboration with other community efforts.
- Provide Good Governance, Section 4.7 – Improve productivity, efficiency, effectiveness, customer service and citizen satisfaction in all areas of municipal organization.

BACKGROUND: On May 3, 2022, the City of Suisun City Council adopted Ordinance 793 codifying Suisun City Police Department (SCPD) Policy 706 as required by Assembly Bill 481. Assembly Bill 481 was signed by Governor Newsom on September 30, 2021, to address the funding, acquisition, and use of military equipment by law enforcement agencies in California. Assembly Bill 481 has designated certain equipment as “military equipment,” regardless of whether it was procured from the military. The bill also requires any amendments to the policy be done by way of ordinance during a public meeting.

STAFF REPORT: In previous years, SCPD has had a Command Vehicle in the form of a trailer that was deployed in various instances. Often, the trailer was used during community events, such as the 4th of July, as a rallying point where staff would receive assignments, a mobile shelter to take comfort breaks, and a location to bring lost children. The Command Vehicle trailer was clearly marked as a police vehicle to ensure the community would recognize the purpose of the trailer when deployed in public.

This Command Vehicle trailer also had the capability to be deployed during other instances like natural disasters, DUI checkpoint operations, and investigations where staff would need a temporary meeting point and significant lighting sources to conduct a thorough investigation (i.e., homicide investigations, major injury collisions, etc.).

Over the last several years, the SCPD Command Vehicle trailer has suffered significant damage. Leaks in the roof have caused the floor of the trailer to become unrepairable, and the state of the trailer is such that the deployment of the trailer could result in a staff or community member injury. Thus, the SCPD Command Vehicle trailer was retired in 2020.

PREPARED BY:
REVIEWED BY:

Aaron Roth, Police Chief
Greg Folsom, City Manager

During this 22-23 budget year, the State of California has directed funding specifically to the City of Suisun City for various public safety projects. One specific area outlined in the CA state budget is funding to the City of Suisun City in the amount of \$500,000 for a Police Command Vehicle to be used by SCPD. These funds are identified to be used only for a Command Vehicle, and if the City does not utilize these funds in the identified manner, the City will lose the funding, and the \$500,000 will be returned to the State.

SCPD has identified a potential Command Vehicle that would be built by a vendor who has gone through a vetting process with Omnia Partners, a public sector purchasing cooperative in which Suisun City participates. Specifically, Farber Specialty Vehicles has been engaged and provided a proposal for the vehicle build, which includes equipment and a 3-year, 50,000 mile warranty on the chassis, and a two year warranty on all workmanship by Farber. This proposed command vehicle would be used in similar instances as the retired command trailer, but the vehicle would also have upgraded technology options such as wireless internet, SMART Board equipment, multiple monitors, dispatch consoles and a separated area to be used similarly to an Emergency Operations Center during incidents necessitating staff deployment and planning during an emergency.

An additional advantage of this proposed vehicle is that it would be a self-contained, diesel-powered vehicle that would not need to be attached to another vehicle and towed to a location. The self-contained nature of the proposed vehicle would allow it to be more readily deployed in an emergency. This vehicle would be assigned to SCPD but used as a city asset in any major incident involving natural disaster, chemical spill, railway incident, or in a major fire incident to support Suisun City FD in emergency operations, staff planning and staff breaks in a similar manner as the command vehicle deployed by The Solano County Office of Emergency Services that was deployed to support fire operations on June 3rd, of 2020, during the fire in the downtown area.

AB 481 and SCPD Policy 706 require staff to present any changes in items defined as military equipment to the Suisun City Council. Any approved changes to the policy are required to be done by way of ordinance. Because the City Council has already approved items defined as military equipment in ordinance 793, SCPD is asking to add a Command Vehicle to its military equipment inventory, which will be paid for solely by the State of California.

The term “military equipment,” as used in AB 481, does not necessarily indicate equipment used by the military. Items deemed to be “military equipment” include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, **command and control vehicles**, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and light and sound diversionary devices. The list of items considered “military equipment” in AB 481 are employed by many law enforcement agencies across the country as best practices to enhance citizen and officer safety.

Provided as an attachment is an amended draft policy for consideration of adoption, listing the Command Vehicle that would currently fall under the category of “military equipment” as defined by AB 481.

This draft policy amendment was presented to, and reviewed by, the Suisun City Public Safety and Emergency Management Committee during one of its regular meetings on December 1, 2022, with full committee support of adopting this policy and adding the Command Vehicle to SCPD's equipment inventory.

Additionally, a copy of the draft policy was placed on the SCPD website on November 18, 2022, for review prior to the council meeting and public hearing. This public notice is still accessible on the SCPD website with a specific notation this policy would be discussed at the December 20, 2022, City Council meeting by way of a public hearing.

Lastly, a Notice of Public Hearing and Summary of Proposed Ordinance was advertised 30 days in advance of the December 20, 2022, public hearing in the local news media outlets as required by AB 481.

STAFF RECOMMENDATION:

1. Introduce and Waive Reading of Ordinance No. __; An Ordinance of the City Council of the City of Suisun City, California, Amending Ordinance 793, Adopting Policy 706 Relating to the Police Department's Use of Military Equipment, in Accordance with Assembly Bill 481.

ATTACHMENTS:

1. Ordinance No. ____: An Ordinance of the City Council of the City of Suisun City, California, Amending Ordinance 793, Adopting Policy 706 Relating to the Police Department's Use of Military Equipment, in Accordance with Assembly Bill 481.
2. Draft SCPD Policy 706.
3. PowerPoint Containing Information on Proposed Command Vehicle.

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ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN
CITY, CALIFORNIA, AMENDING ORDINANCE 793, ADOPTING
POLICY 706 RELATING TO THE POLICE DEPARTMENT’S USE OF
MILITARY EQUIPMENT, IN ACCORDANCE WITH ASSEMBLY
BILL 481**

WHEREAS, on September 30, 2021, Governor Newsom signed Assembly Bill 481 (“AB 481”) to address the funding, acquisition, and use of military equipment by law enforcement agencies in California; and

WHEREAS, AB 481, codified as Government Code Sections 7070 through 7075, required that Suisun City Police Department (“SCPD”) begin the process of obtaining approval from City Council of its military equipment use policy by ordinance prior to May 1, 2022; and

WHEREAS, accordingly, on May 3, 2022, the City Council adopted Policy 706, City of Suisun City Police Department Military Equipment Use Procedure Policy (“Policy 706”) attached hereto as Attachment 1 and incorporated by reference; and

WHEREAS, since the adoption of Policy 706, the State of California has granted SCPD funding for, amongst other things, the acquisition of a command vehicle by SCPD to facilitate the operational control and direction of public safety units; and

WHEREAS, pursuant to Government Code section 7070(c)(5), a command vehicle to facilitate the operational control and direction of public safety units is “military equipment,” as that phrase is defined in Government Code Section 7070; and

WHEREAS, in accordance with AB 481, SCPD has drafted an amended Policy 706 (the “Amended Policy”) to include the command vehicle in the list of all of its current “military equipment,” as that phrase is defined in Government Code Section 7070; and

WHEREAS, the Amended Policy was made available to the public on SCPD’s internet website on November 19, 2022, which was at least thirty (30) days prior to the public hearing held on December 20, 2022, concerning the amendment to Policy 706, in accordance with Government Code section 7071(b); and

WHEREAS, the Amended Policy was reviewed by the City of Suisun City legal counsel; and

WHEREAS, the City Council finds that the Amended Policy meets the requirements of AB 481.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY
DOES HEREBY ORDAIN AS FOLLOWS:**

1 **SECTION 1.** The above recitals are true and correct and are incorporated herein by
2 this reference.

3 **SECTION 2.** The Amended Policy, attached hereto as Attachment 2 and
4 incorporated by reference, is hereby adopted.

5 **SECTION 3.** If any section, subsection, sentence, clause, or phrase of this
6 ordinance, including the provisions of the Amended Policy, is for any reason held to be
7 invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision
8 will not affect the validity of the remaining portions of this ordinance. The City Council
9 hereby declares that it would have passed this ordinance and each and every section,
10 subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard
11 to whether any portion of the ordinance would be subsequently declared invalid or
12 unconstitutional.

13 **SECTION 4.** The City Clerk is hereby authorized and directed to certify as the
14 passage of this Ordinance and to give notice thereof by causing copies of this Ordinance to be
15 posted in three public places throughout the City or published in a county newspaper that is
16 circulated in the City, within 15 days after its passage, there being no newspaper of general
17 circulation printed and published within the City.

18 **SECTION 5.** This Ordinance shall be in full force and effect on the 30th day after its
19 second reading and adoption.

20 **PASSED and ADOPTED** this __ day of _____, 2022.

21
22 _____
23 Alma Hernandez, Mayor

24 ATTEST:

25 _____
26 Anita Skinner, City Clerk

27 APPROVED AS TO FORM:

28 _____
Elena Q. Gerli, City Attorney

STATE OF CALIFORNIA)
COUNTY OF SOLANO)
CITY OF SUISUN CITY)

I, Anita Skinner, City Clerk of the City of Suisun City, California, do hereby certify that the foregoing Ordinance No. _____ was duly passed and adopted by the City Council of the City of Suisun City at the regular meeting thereof, held on the ____th day of _____, 2022, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

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

Anita Skinner, City Clerk

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Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072). This policy will supersede previous SCPD Policy 210.

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Military Equipment

706.2 POLICY

It is the policy of the Suisun City Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Suisun City Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

Description, quantity, capabilities, and purchase cost.

Defense Technology 40mm LMT Tactical Single Shot Launcher With Expandable Stock

- Description: Tactical single shot launcher that features an expandable ROGERS Super Stock and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMT will fire standard 40mm less lethal projectiles propelled by smokeless powder, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems. Double action S&W trigger group, barrel length of 14 inches rifled bore.
- Cost: \$985.70 (Curtis Blue Line Uniforms)

Military Equipment

- Quantity of four (4)

DEFENSE TECHNOLOGY, Model 6325 eXact iMPact 40mm sponge round.

- Description: 40 mm sponge Round delivers a point-of-aim, point-of-impact direct-fire round in the form of a plastic body and sponge nose. It is a lightweight, high-speed projectile that is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. Due to the smokeless powder as the propellant, it has velocities that are extremely consistent. This round has been effectively used for crowd control, patrol, and tactical applications.
- Cost: \$28.65 per round
- Quantity of one hundred ten (110)

Farber Specialties Custom Built Mobile Command Vehicle

- One 33' diesel vehicle with emergency lighting and audio visual equipment for use as a mobile emergency operations center or incident command vehicle during investigations, critical incidents, natural disasters and other incidents such as chemical spills or a fire event. This vehicle will also be used for community events as a mobile meeting point for staff and community members during events like 4th of July Fireworks, National Night Out, Christmas on the Waterfront and other community outreach events where police and other city staff can advertise their presence and connect with the community.
- Cost is estimated at \$500,000.00 - funding provided by the State of California

REMINGTON 870 LESS LETHAL SHOTGUN,

- **Description :** The Remington 870 Less Lethal Shotgun is used to deploy the less-lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat, which is a principle of Deescalation.
- Cost: \$800 per rifle
- Quantity: five (5)

12-GAUGE DRAG STABILIZED BEAN BAG ROUND

The Drag Stabilized™ 12-Gauge Round is a translucent 12-Gauge shell loaded with a 40-Gram tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails and utilizes smokeless powder as the propellant. The 12-Gauge Drag Stabilized Round has secured its place as the Law Enforcement Communities' number one choice for limiting the escalation of conflict where the deployment of lethal force is prohibited.

Cost: \$7 per round

Quantity: Fifty (50)

Military Equipment

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which

Military Equipment

the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

706.9 USE IN EXIGENT CIRCUMSTANCES

The Suisun City Police Department participates with the Solano County Sheriff's Special Response Unit and works closely with local, county, state, and federal partners. In exigent circumstances and with the approval of the Chief of Police or designee, military equipment may be deployed from outside entities to promote the safety and security of community members. If the Police Department acquires, borrows, or uses military equipment in exigent circumstances, it will provide written notification of the acquisition or use to the City Council within 30 days following the commencement of such exigent circumstance, unless such information is confidential or privileged under local, state or federal law.

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Public Hearing: Update to Military Equipment Policy-706

Military Equipment Policy 706
Suisun City Police Department

1

SCPD Policy 706 Tonight's Agenda

- Recap of AB 481 and Suisun City Police Policy 706
- Draft Policy Overview and Presentation
- Open Public Hearing
- Decision/Approval of SCPD Draft Policy 706 and Adoption of Related Ordinance

2

SCPD Policy 706

- Effective January 1, 2022, Assembly Bill (AB) 481 requires law enforcement agencies to obtain approval of the applicable governing body (Mayor and City Council), by adoption of a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined.
- May 3, 2022, SCPD Policy 706 and Ordinance 793 were approved by City Council.

3

SCPD Policy 706 – List of Specified Equipment

Military equipment – Includes but is not limited to the following:

- (a) Unmanned, remotely piloted, powered aerial or ground vehicles.
- (b) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- (c) High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- (d) Tracked armored vehicles that provide ballistic protection to their occupants.
- (e) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- (f) Weaponized aircraft, vessels, or vehicles of any kind.

4

SCPD Draft Policy 706

- Request to add a Command and Control vehicle to existing and previously approved policy by way of ordinance.
- Policy includes the current items in SCPD inventory covered by AB481

5

SCPD Draft Policy 706

What is the Mobile Command Vehicle?

- 33' Diesel Engine Mobile Command Vehicle (RV Style)
- Outfitted with Emergency Lighting and Audio-Visual Equipment
- Used as Mobile Emergency Operations Center (EOC), Incident Command Vehicle:
 - Investigations, Critical Incidents,
 - Natural Disasters, Fire & Evacuation Incidents
 - Community Events (4th of July, National Night Out)

6

	<p style="text-align: center;">Suisun City Police Department Suisun City PD Policy Manual</p> <hr/> <p>Military Equipment</p> <hr/> <ul style="list-style-type: none"> ◦ Quantity of four (4) <p>DEFENSE TECHNOLOGY, Model 6325 eXact iMPact 40mm sponge round.</p> <ul style="list-style-type: none"> ◦ Description: 40 mm sponge Round delivers a point-of-aim, point-of-impact direct-fire round in the form of a plastic body and sponge nose. It is a lightweight, high-speed projectile that is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. Due to the smokeless powder as the propellant, it has velocities that are extremely consistent. This round has been effectively used for crowd control, patrol, and tactical applications. ◦ Cost: \$28.65 per round ◦ Quantity of one hundred ten (110) <p>Farber Specialties Custom Built Mobile Command Vehicle</p> <ul style="list-style-type: none"> ◦ One '53' diesel vehicle with emergency lighting and audio visual equipment for use as a mobile emergency operations center or incident command vehicle during investigations, critical incidents, natural disasters and other incidents such as chemical spills or a fire event. This vehicle will also be used for community events as a mobile meeting point for staff and community members during events like 4th of July Fireworks, National Night Out, Christmas on the Waterfront and other community outreach events where police and other city staff can advertise their presence and connect with the community. ◦ Cost is estimated at \$500,000.00 - funding provided by the State of California <p>REMINGTON 870 LESS LETHAL SHOTGUN.</p> <ul style="list-style-type: none"> ◦ Description: The Remington 870 Less Lethal Shotgun is used to deploy the less-lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat, which is a principle of Deescalation. ◦ Cost: \$800 per rifle ◦ Quantity: five (5) <p>12-GAUGE DRAG STABILIZED BEAN BAG ROUND</p> <p>The Drag Stabilized™ 12-Gauge Round is a translucent 12-Gauge shell loaded with a 40-Gram tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails and utilizes smokeless powder as the propellant. The 12-Gauge Drag Stabilized Round has secured its place as the Law Enforcement Communities' number one choice for limiting the escalation of conflict where the deployment of lethal force is prohibited.</p> <p>Cost: \$7 per round Quantity: Fifty (50)</p> <hr/> <p><small>Copyright Lexipol, LLC 2022/11/08. All Rights Reserved. Published with permission by Suisun City Police Department</small> ***DRAFT*** <small>Military Equipment - 3</small></p>
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7

<div data-bbox="207 1182 950 1388" data-label="Section-Header"> <h2>SCPD's Old Command Vehicle</h2> </div> <div data-bbox="207 1402 950 1829" data-label="Image"> </div>	<ul style="list-style-type: none"> • Command Trailer • Currently unusable • Would qualify as military equipment for purposes of this policy • Reported previously as needing replacement in the future during a public revision of Policy 706
--	---

8

Proposed 33' Diesel Motor Mobile Command Vehicle



9

Proposed 33' Diesel Motor Mobile Command Vehicle



10

Command Vehicle Cost

- Estimated at \$499,106.00
- Farber Specialty Vehicles, Columbus, OH
- Paid for by State Funding to be brought forward at a later time
- Cannot use the funding for other projects

11

Recommendation

1. Introduce and Waive Reading of Ordinance No.____: Amending Ordinance 793 and SCPD Policy 706
2. Council Adopt Resolution No.____: Approving the addition of the proposed Command Vehicle, Amending Ordinance 793 and SCPD Department Policy 706 governing military equipment as defined by AB 481.

12

AGENDA TRANSMITTAL

MEETING DATE: December 20, 2022

CITY AGENDA ITEM: Public Hearing and Other Proceedings Related to Annexation No.13 to Community Facilities District No. 2 (Municipal Services), for the Caterpillar Clubhouse Project (Continued from December 6, 2022):

1. Council Adoption of Resolution No. 2022-___: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
2. Council Adoption of Resolution No. 2022-___: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
3. Council Introduction and Waive Reading of Ordinance No. ___: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

FISCAL IMPACT: There would be an impact to the General Fund from this item. Once annexed into CFD#2, Caterpillar Clubhouse will begin to contribute funds towards Safety Services such as police and fire. The annexation of the Caterpillar Clubhouse into Community Facilities District No. 2 meets the fiscal criteria as established by Resolution No. 2005-69 Cost Recovery Policy for New Development, dated October 4, 2005. Community Facilities District #2 is intended to offset Municipal Service costs, including administrative costs, thereby reducing the negative fiscal impact of new development on the City's General Fund.

STRATEGIC PLAN IMPACT: Provide Good Governance and Ensure Public Safety.

BACKGROUND: As part of the Caterpillar Clubhouse conditions of approval, the developer is required to mitigate the impact on City Services due to the new development. In accordance with the development conditions imposed on development project, the landowner is annexing to Community Facility District No. 2 to offset municipal service costs for police, fire, paramedics.

As the first step in the annexation process, the Resolution of Intention was brought before Council and approved at the November 1, 2022, Council Meeting.

STAFF REPORT: The second steps in the legislative process for annexation of the Caterpillar Clubhouse into Community Facility District No. 2 include conducting the Public Hearing and the Hearing that are before you this evening. The final step involves the item coming back to Council as part of an Ordinance for Council's approval at the January 3, 2023 meeting.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Amanda Dum, Management Analyst II
 Nouae Vue, Director Public Works
 Greg Folsom, City Manager

STAFF RECOMMENDATION: It is recommended that the City Council:

- a. Adopt Resolution No. 2022-___: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
- b. Adopt Resolution No. 2022-___: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
- c. Council Introduction and Waive Reading of Ordinance No. ___: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

ATTACHMENTS:

1. Council Resolution No. 2022-___: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
2. Council Resolution No. 2022-___: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
3. Council Introduction and Waive Reading of Ordinance No. ___: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.
4. District Boundary Map.
5. PowerPoint Presentation.

RESOLUTION NO. 2022-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
SUBMITTING ANNEXATION OF TERRITORY AND LEVY OF SPECIAL TAXES
TO QUALIFIED ELECTORS**

**CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)**

Annexation No. 13 (Caterpillar Clubhouse)

RESOLVED by the City Council (the “Council”) of the City of Suisun City (the “City”), County of Solano, State of California, that:

WHEREAS, this Council, acting as legislative body of the City of Suisun City’s Community Facilities District No. 2 (Municipal Services) (the “CFD”) has adopted “A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein” (the “Resolution of Intention to Annex”) stating its intention to annex certain territory (the “Annexation Territory”) to the CFD pursuant to the Mello Roos Community Facilities Act of 1982, Sections 53311 and following of the California Government Code (the “Act”);

WHEREAS, a copy of the Resolution of Intention to Annex, incorporating a description and map of the proposed boundaries of the Annexation Territory and stating the services (the “Services”) to be provided and the rate and method of apportionment of the special tax (the “Special Taxes”) to be levied within the Annexation Territory to pay for the Services, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

WHEREAS, on the date hereof, this Council held a noticed public hearing as required by the Act and the Resolution of Intention to Annex relative to the proposed annexation of the Annexation Territory to the CFD and the levy of special taxes in the Annexation Territory;

WHEREAS, at such hearing all interested persons desiring to be heard on all matters pertaining to the annexation of the Annexation Territory to the CFD and the levy of the Special Taxes within the Annexation Territory were heard and a full and fair hearing was held;

WHEREAS, prior to the time fixed for the hearing, written protests had not been filed against the proposed annexation of the Annexation Territory to the CFD by (i) 50% of more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the Annexation Territory, (iii) owners of one-half or more of the area of land in the CFD not exempt from special taxes or (iv) owners of one-half or more of the area of land in the Annexation Territory not exempt from special taxes; and

1 **WHEREAS**, the Annexation Map of the captioned annexation has been filed with the
2 City Clerk and recorded in the Solano County Recorder's Office on November 29, 2022, in
3 Book 26 at Page 62 of Maps of Assessment and Community Facilities Districts as Document
4 Number 202200074867, which map shows the Annexation Territory.

5 **NOW, THEREFORE, IT IS HEREBY ORDERED**, as follows:

6 **1. Prior Proceedings.** All prior proceedings taken by this Council with respect to the CFD
7 and the proposed annexation of the Annexation Territory thereto have been duly considered
8 and are hereby determined to be valid and in conformity with the Act, and the CFD has been
9 validly established pursuant to the Act.

10 **2. Prior Resolutions.** The provisions of the Resolution of Intention to Annex and
11 Resolution No. 2005-89, entitled "A Resolution of the Suisun City Council Forming
12 Community Facilities District No. 2 (Municipal Services)" (the "Resolution of Formation"),
13 previously adopted by this Council for the CFD, are by this reference incorporated herein, as
14 if fully set forth herein.

15 **3. Voter Approval.** Pursuant to the provisions of the Act, the propositions of (i) the
16 annexation of the Annexation Territory and (ii) the levy of the Special Taxes within the
17 Annexation Territory shall be submitted to the voters of the Annexation Territory at an election
18 called therefor as hereinafter provided.

19 **4. Electors Determined.** This Council hereby finds that fewer than 12 persons have been
20 registered to vote within the Annexation Territory for each of the 90 days preceding the close
21 of the hearing heretofore conducted and concluded by this Council for the purposes of these
22 annexation proceedings. Accordingly, and pursuant to the Act, this Council finds that for
23 purposes of these proceedings the qualified electors are the landowners within the Annexation
24 Territory and that the vote shall be by said landowners, each having one vote for each acre or
25 portion thereof such landowner owns in the Annexation Territory.

26 **5. Applicable Laws.** Pursuant the Act, the election shall be conducted by mail ballot under
27 Section 4000 of the California Elections Code, provided, however, that for purposes of setting
28 the date for the election, Sections 53326 and 53327 of the Act shall govern.

6. Special Election Called. On Tuesday, December 20, 2022, in the Council Chambers in
City Hall, 701 Civic Center Blvd., Suisun City, California, a special election is hereby called
to consider the measure described in the ballot referred to below. This Council hereby further
finds that the provision of the Act requiring a minimum of 90 days to elapse before said
election is for the protection of voters, that the voters have waived such requirement and the
date for the election herein specified is established accordingly.

Under Section 50075.1 of the Government Code, the following accountability provisions shall
apply to the special taxes: (a) the provision and/or acquisition of the Services and the incidental
costs thereof, all as defined in the Resolution of Intention to Annex and the Resolution of
Formation, shall constitute the specific single purpose; (b) the proceeds shall be applied only

to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual audit and report of the CFD.

7. Election Official. The City Clerk is hereby appointed as the election official to conduct the election and shall cause to be provided to each landowner in the Annexation Territory a ballot substantially in the form of Exhibit A hereto (the "Ballot"), which form is hereby approved. The City Clerk shall accept mailed or hand delivered Ballots of the qualified electors received prior to 5:30 o'clock p.m. on the date fixed above for the election.

8. Effective. This resolution shall take effect upon its adoption.

* * * * *

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 20th day of December 2022, by the following vote:

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

WITNESS my hand and the seal of said City this 20th day of December 2022.

ATTEST:

Mayor

Anita Skinner, City Clerk

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EXHIBIT A
CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)
Annexation No. 13 (Caterpillar Clubhouse)
OFFICIAL BALLOT
SPECIAL TAX ANNEXATION ELECTION

This ballot is for a special, landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Suisun City no later than 6:30 p.m. on Tuesday, December 6, 2022, either by mail or in person. The City Clerk's office is located at 701 Civic Center Boulevard, Suisun City, California 94585.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Suisun City and obtain another.

The amount of money to be raised annually by the levy of the special tax on the property to be annexed to Community Facilities District No. 2 (Municipal Services) is \$4,588 in 2022/23 dollars and the rate and duration of the tax to be levied is as set forth in the rate and method of apportionment of special tax for Community Facilities District No. 2 (Municipal Services).

BALLOT MEASURE NO. 1: *Shall the City of Suisun City, by and for its Community Facilities District No. 2 (Municipal Services) (the "CFD"), be authorized to annex Annexation No. 13 (Caterpillar Clubhouse) to the CFD, as such territory is described in "A Resolution Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors" adopted by the City Council of the City of Suisun City on December 6, 2022? The effectiveness of this Ballot Measure No. 1 is contingent upon the passage of Ballot Measure No. 2.*

Qualified Landowner Votes	Votes Cast	YES	NO
1			

BALLOT MEASURE NO. 2: *Shall the City of Suisun City, by and for its Community Facilities District No. 2 (Municipal Services) (the “CFD”), be authorized to levy special taxes within the territory proposed for annexation to the CFD according to the rate and method of apportionment specified in the Resolution of the City Council entitled “A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein,” adopted by the City Council of the City of Suisun City on December 20, 2022? The effectiveness of this Ballot Measure No. 2 is contingent upon the passage of Ballot Measure No. 1.*

Qualified Landowner Votes	Votes Cast	YES	NO
1			

By execution in the space provided below, you also confirm your written waiver of the time limit pertaining to the conduct of the election and any requirement for analysis and arguments with respect to the ballot measure.

Assessor Parcel No.: 0173-670-210

Acres: 0.51

Number of Votes: 1

3N LAND & BLDG FUND REIT-INC

By: _____

Name: _____

Its: _____

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RESOLUTION NO. 2022-____

**A RESOLUTION DECLARING RESULTS OF SPECIAL ANNEXATION
ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND
DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN**

**CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)**

Annexation No. 13 (Caterpillar Clubhouse)

RESOLVED by the City Council (the “Council”) of the City of Suisun City (the “City”), County of Solano, State of California, that:

WHEREAS, in proceedings heretofore conducted by the Council pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Act”), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land (the “Annexation Territory”) proposed to be annexed to Community Facilities District No. 2 (Municipal Services) (the “CFD”);

WHEREAS, pursuant to the terms of the resolution of the City Council entitled “A Resolution Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors” (the “Election Resolution”) adopted by the City Council on this date, which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election (the “Canvass”), a copy of which is attached hereto as Exhibit A; and,

WHEREAS, this Council has reviewed the Canvass and hereby approves it.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

- 1. Issue Presented.** The issues presented at the special election were (i) the annexation of the Annexation Territory to the CFD and (ii) the levy of a special tax within the Annexation Territory.
- 2. Measure Approved.** Pursuant to the Canvass, the issues presented at the special election were approved by the landowners of the Annexation Territory by more than two-thirds of the votes received at the special election.
- 3. Annexation Completed.** Pursuant to the voter approval, the Annexation Territory is hereby declared to be fully annexed to and part of the CFD with full legal effect.
- 4. Authority to Levy Special Taxes.** Pursuant to the voter approval, this Council may levy special taxes in the territory in the Annexation Territory according to the rate and method of apportionment specified in the Resolution of this Council entitled “A

Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein,” adopted on November 1, 2002.

5. Prior Proceedings. It is hereby found that all prior proceedings and actions taken by this Council pursuant to the CFD and the Annexation Territory were valid and in conformity with the Act.

6. Amendment to Notice of Lien. Within 15 days of the date of this Resolution, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Solano an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

7. Effective. This resolution shall take effect upon its adoption.

* * * * *

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 20th day of December 2022, by the following vote:

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

WITNESS my hand and the seal of said City this 20th day of December 2022.

ATTEST:

Mayor

Anita Skinner, City Clerk

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EXHIBIT A
CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)

Annexation No. 13 (Caterpillar Clubhouse)

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory proposed for annexation to City of Suisun City Community Facilities District No. 2 (Municipal Services), which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory proposed to be annexed and the total number of votes cast for and against the measures are as follows and the totals as shown for and against the measures are full, true and correct:

BALLOT MEASURE NO. 1: *Shall the City of Suisun City, by and for its Community Facilities District No. 2 (Municipal Services) (the "CFD"), be authorized to annex Annexation No. 13 (Caterpillar Clubhouse) to the CFD, as such territory is described in "A Resolution Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors" adopted by the City Council of the City of Suisun City on December 6, 2022? The effectiveness of this Ballot Measure No. 1 is contingent upon the passage of Ballot Measure No. 2.*

Qualified Landowner Votes	Votes Cast	YES	NO
1			

BALLOT MEASURE NO. 2: *Shall the City of Suisun City, by and for its Community Facilities District No. 2 (Municipal Services) (the "CFD"), be authorized to levy special taxes within the territory proposed for annexation to the CFD according to the rate and method of apportionment specified in the Resolution of the City Council entitled "A Resolution of Intention to*

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Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein,” adopted by the City Council of the City of Suisun City on December 6, 2022? The effectiveness of this Ballot Measure No. 2 is contingent upon the passage of Ballot Measure No. 1.

Qualified Landowner Votes	Votes Cast	YES	NO
1			

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this __ day of _____, 2022.

CITY OF SUISUN CITY

By: _____
Anita Skinner, City Clerk

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SUISUN CITY LEVYING SPECIAL TAX WITHIN CITY OF SUISUN
CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL
SERVICES), INCLUDING CERTAIN ANNEXATION TERRITORY**

**CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)**

Annexation No. 13 (Caterpillar Clubhouse)

WHEREAS, the City of Suisun City (the “City”) has conducted proceedings pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”) to establish “City of Suisun City Community Facilities District No. 2 (Municipal Services)” (the “CFD”) for the purpose of financing certain municipal services (the “Services”) as provided in the Act; and

WHEREAS, the rate and method of apportionment of special tax for the CFD (the “Original Rate and Method”) is set forth in Exhibit A to City Council Resolution 2005-89, which was adopted on November 15, 2005 (the “Resolution of Formation”); and

WHEREAS, the City has conducted proceedings to annex territory into the CFD and, in connection therewith, approved supplements to the Original Rate and Method (as supplemented, the “Rate and Method”);

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY as follows:

SECTION ONE: By the passage of this Ordinance, pursuant to the Act, the Council hereby authorizes and levies the Special Tax within the CFD, including all territory annexed into the CFD prior to the date hereof, at the rate and in accordance with method set forth in the Rate and Method, which rate and method are by this reference incorporated herein. The Special Tax has previously been levied in the original territory of the CFD beginning in fiscal year 2006-07 pursuant to Ordinance No. 684, passed and adopted by the City Council on December 6, 2005, and the Special Tax is hereby levied commencing in fiscal year 2022-23 in the territory annexed to the CFD subsequent to formation of the CFD, and in each fiscal year thereafter to pay for the Services for the CFD and all costs of administering the CFD.

The City Council hereby ratifies the levy of special taxes within the CFD pursuant to the Act, at the rate and in accordance with the Rate and Method, in fiscal years 2006-07 through 2022-23.

1 **SECTION TWO:** The City Manager or designee, or an employee or consultant of the
2 City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to
3 be levied for the next ensuing fiscal year for each parcel of real property within the CFD,
4 including all territory annexed to the CFD prior to the date hereof, in the manner and as provided
5 in the Rate and Method.

6 **SECTION THREE:** Exemptions from the levy of the Special Tax shall be as provided
7 in the Resolution of Formation, the Rate and Method and the applicable provisions of the Act.
8 In no event shall the Special Tax be levied on any parcel within the CFD in excess of the
9 maximum Special Tax specified in the Rate and Method.

10 **SECTION FOUR:** All of the collections of the Special Tax shall be used as provided
11 in the Act and in the Resolution of Formation, including, but not limited to, the payment of
12 costs of the Services, the payment of the costs of the City in administering the CFD, and the
13 costs of collecting and administering the Special Tax.

14 **SECTION FIVE:** The Special Tax shall be collected in the same manner as ordinary
15 ad valorem taxes are collected and shall have the same lien priority, and be subject to the same
16 penalties and the same procedure and sale in cases of delinquency as provided for ad valorem
17 taxes; provided, however, that the Council may provide for other appropriate methods of
18 collection by resolution(s) of the Council. The City Manager of the City (or the City Manager's
19 designee) is hereby authorized and directed to provide all necessary information to the
20 auditor/tax collector of the County of Solano in order to effect proper billing and collection of
21 the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the
22 County of Solano for fiscal year 2022-23 and for each fiscal year thereafter, as set forth above,
23 until no longer required to pay for the Services or until otherwise terminated by the City.

24 **SECTION SIX:** If for any reason any portion of this Ordinance is found to be invalid,
25 or if the Special Tax is found inapplicable to any particular parcel within the CFD, including
26 all territory annexed to the CFD prior to the date hereof, by a court of competent jurisdiction,
27 the balance of this Ordinance and the application of the Special Tax to the remaining parcels
28 within the CFD, including all territory annexed to the CFD prior to the date hereof, shall not be
affected.

SECTION SEVEN: The Mayor shall sign this Ordinance and the City Clerk shall cause
the same to be published immediately after its passage at least once in a newspaper of general
circulation circulated in the City.

SECTION EIGHT: This Council affirms the provisions of Ordinance No. 684 except
to the extent any terms of such Ordinance are inconsistent with the provisions of this Ordinance,
in which case the terms of this Ordinance shall govern.

SECTION NINE: This Ordinance shall become effective (30) days following its
passage and adoption and shall be published once within fifteen (15) days upon passage and
adoption in a newspaper of general circulation in the City of Suisun City, County of Solano.

INTRODUCED at a regular meeting of the City Council of the City of Suisun City held on December 20, 2022, by the following vote:

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

WITNESS my hand and the seal of said City this 20th day of December 2022.

Anita Skinner
City Clerk

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City held on January 3, 2023, by the following vote:

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

ATTEST:

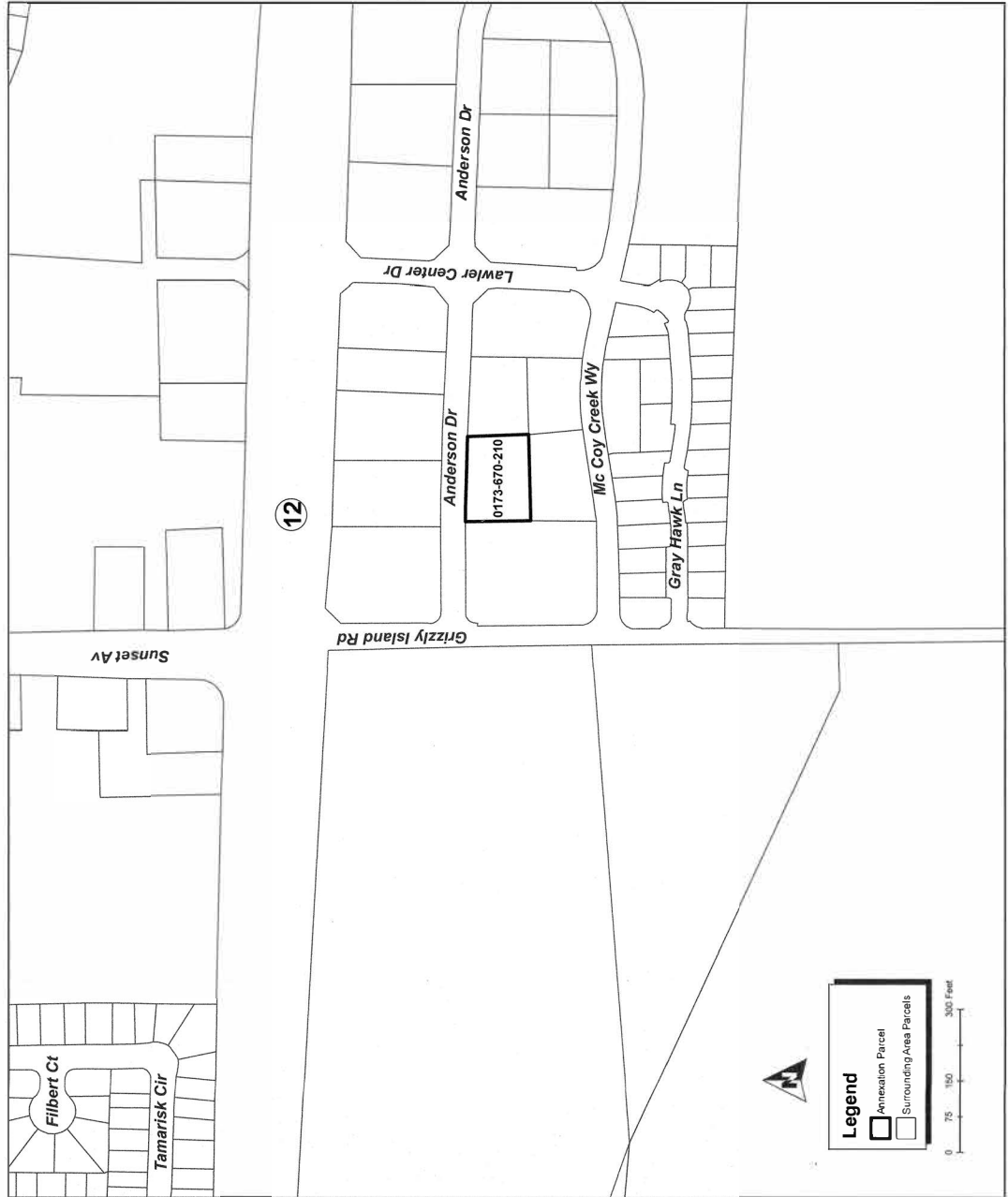
Mayor

Anita Skinner, City Clerk

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Annexation Map No. 13 of City of Suisun City Community Facilities District No. 2 (Municipal Services)

COUNTY OF SOLANO
STATE OF CALIFORNIA



REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF CITY OF SUISUN CITY, COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA," WHICH WAS PREPARED BY THE CITY OF SUISUN CITY, AND WAS FILED IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SOLANO, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

1. FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SUISUN CITY THIS 1ST DAY OF November 2022.

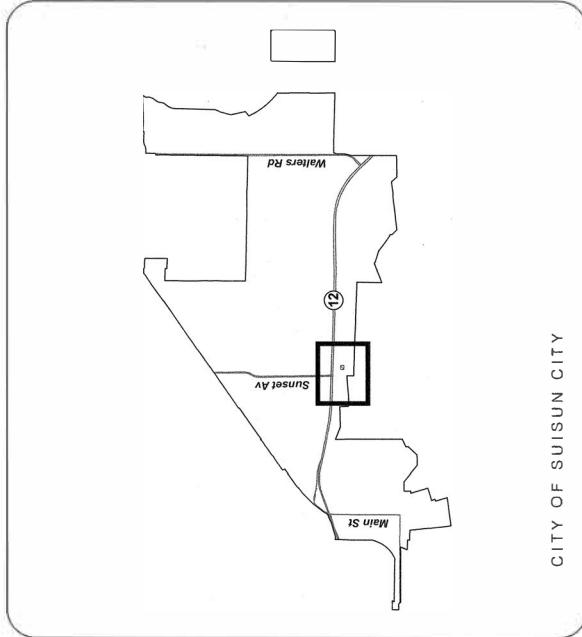
[Signature]
CITY CLERK

2. I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 13 TO CITY OF SUISUN CITY, COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF SUISUN CITY, AT A MEETING THEREOF HELD ON THE 1ST DAY OF November 2022 BY ITS RESOLUTION NO. 2022-71.

[Signature]
CITY CLERK

3. FILED THIS 2ND DAY OF November 2022 AT THE HOUR OF 4:35 O'CLOCK A.M. IN BOOK 26 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 62, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA.

[Signature]
COUNTY RECORDER
COUNTY OF SOLANO



CITY OF SUISUN CITY

Source: Solano County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California II FIPS 0402 Feet



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Community Facilities District #2

ANNEXATION #13
CATERPILLAR CLUBHOUSE PROJECT

December 20, 2022

1

Community Facilities District #2 – City-Wide

Majority of revenue from District goes to Safety Services (Police & Fire)

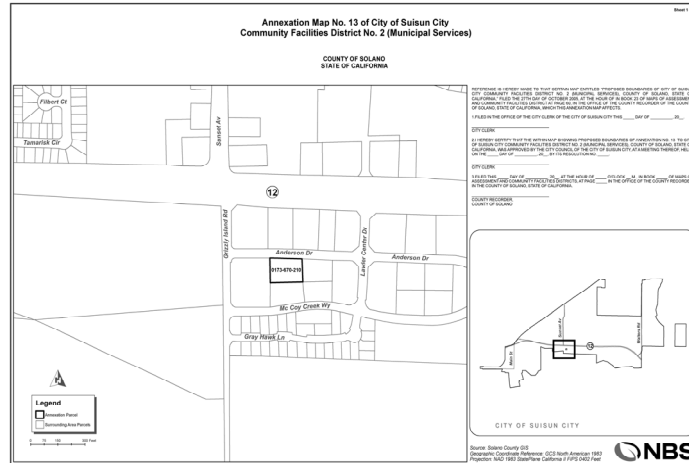
Caterpillar Clubhouse
Property Location

Existing CFD Properties

LANDSCAPING AND LIGHTING DISTRICTS, COMMUNITY FACILITIES DISTRICTS, AND TAX ZONES
LOCATION MAP
DEPARTMENT OF PUBLIC WORKS
REVISED MARCH 2019
SUISUN CITY, SOLANO COUNTY, CALIFORNIA 94585

2

Caterpillar Clubhouse Boundary Map



3

Staff Recommendations

It is recommended that the City Council adopt the following:

- a. Adoption of Resolution No. 2022-____: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
- a. Adoption of Resolution No. 2022-____: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
- a. Council Introduction and Waive Reading of Ordinance No. ____: Levying Special Tax within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

4

Questions?

CONDUCT PUBLIC HEARING

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AGENDA TRANSMITTAL

MEETING DATE: December 20, 2022

CITY AGENDA ITEM: Public Hearing and Other Proceedings Related to Annexation No.14 to Community Facilities District No. 2 (Municipal Services), for the Zip Thru Car Wash Project (Continued from December 6, 2022):

- a. Council Adoption of Resolution No. 2022-___: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
- b. Council Adoption of Resolution No. 2022-___: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
- c. Council Introduction and Waive Reading of Ordinance No. ___: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

FISCAL IMPACT: There would be an impact to the General Fund from this item. Once annexed into CFD#2, Zip Thru Car Wash will begin to contribute funds towards Safety Services such as police and fire. The annexation of the Zip Thru Car Wash into Community Facilities District No. 2 meets the fiscal criteria as established by Resolution No. 2005-69 Cost Recovery Policy for New Development, dated October 4, 2005. Community Facilities District #2 is intended to offset Municipal Service costs, including administrative costs, thereby reducing the negative fiscal impact of new development on the City's General Fund.

STRATEGIC PLAN IMPACT: Provide Good Governance and Ensure Public Safety.

BACKGROUND: As part of the Zip Thru Car Wash conditions of approval, the developer is required to mitigate the impact on City Services due to the new development. In accordance with the development conditions imposed on development project, the landowner is annexing to Community Facility District No. 2 to offset municipal service costs for police, fire, paramedics.

As the first step in the annexation process, the Resolution of Intention was brought before Council and approved at the November 1, 2022, Council Meeting.

STAFF REPORT: The second steps in the legislative process for annexation of the Zip Thru Car Wash into Community Facility District No. 2 include conducting the Public Hearing and the Hearing that are before you this evening. The final step involves the item coming back to Council as part of an Ordinance for Council's approval at the January 3, 2023, meeting.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Amanda Dum, Management Analyst II
 Nouae Vue, Director Public Works
 Greg Folsom, City Manager

STAFF RECOMMENDATION: It is recommended that the City Council:

- a. Adopt Resolution No. 2022-__: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
- b. Adopt Resolution No. 2022-__: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
- c. Council Introduction and Waive Reading of Ordinance No. __: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

ATTACHMENTS:

1. Council Resolution No. 2022-__: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
2. Council Resolution No. 2022-__: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
3. Council Introduction and Waive Reading of Ordinance No. __: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.
4. District Boundary Map.
5. PowerPoint Presentation.

RESOLUTION NO. 2022-____
A RESOLUTION SUBMITTING
ANNEXATION OF TERRITORY AND
LEVY OF SPECIAL TAXES TO QUALIFIED ELECTORS
CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)
Annexation No. 14 (Zip Thru Car Wash)

RESOLVED by the City Council (the “Council”) of the City of Suisun City (the “City”), County of Solano, State of California, that:

WHEREAS, this Council, acting as legislative body of the City of Suisun City’s Community Facilities District No. 2 (Municipal Services) (the “CFD”) has adopted “A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein” (the “Resolution of Intention to Annex”) stating its intention to annex certain territory (the “Annexation Territory”) to the CFD pursuant to the Mello Roos Community Facilities Act of 1982, Sections 53311 and following of the California Government Code (the “Act”);

WHEREAS, a copy of the Resolution of Intention to Annex, incorporating a description and map of the proposed boundaries of the Annexation Territory and stating the services (the “Services”) to be provided and the rate and method of apportionment of the special tax (the “Special Taxes”) to be levied within the Annexation Territory to pay for the Services, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

WHEREAS, on the date hereof, this Council held a noticed public hearing as required by the Act and the Resolution of Intention to Annex relative to the proposed annexation of the Annexation Territory to the CFD and the levy of special taxes in the Annexation Territory;

WHEREAS, at such hearing all interested persons desiring to be heard on all matters pertaining to the annexation of the Annexation Territory to the CFD and the levy of the Special Taxes within the Annexation Territory were heard and a full and fair hearing was held;

WHEREAS, prior to the time fixed for the hearing, written protests had not been filed against the proposed annexation of the Annexation Territory to the CFD by (i) 50% of more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the Annexation Territory, (iii) owners of one-half or more of the area of land in the CFD not exempt from special taxes or (iv) owners of one-half or more of the area of land in the Annexation Territory not exempt from special taxes; and

WHEREAS, the Annexation Map of the captioned annexation has been filed with the City Clerk and recorded in the Solano County Recorder’s Office on November 29, 2022, in

Book 26 at Page 63 of Maps of Assessment and Community Facilities Districts as Document Number 202200074950, which map shows the Annexation Territory.

NOW, THEREFORE, IT IS HEREBY ORDERED, as follows:

1. Prior Proceedings. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of the Annexation Territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

2. Prior Resolutions. The provisions of the Resolution of Intention to Annex and Resolution No. 2005-89, entitled "A Resolution of the Suisun City Council Forming Community Facilities District No. 2 (Municipal Services)" (the "Resolution of Formation"), previously adopted by this Council for the CFD, are by this reference incorporated herein, as if fully set forth herein.

3. Voter Approval. Pursuant to the provisions of the Act, the propositions of (i) the annexation of the Annexation Territory and (ii) the levy of the Special Taxes within the Annexation Territory shall be submitted to the voters of the Annexation Territory at an election called therefor as hereinafter provided.

4. Electors Determined. This Council hereby finds that fewer than 12 persons have been registered to vote within the Annexation Territory for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the Annexation Territory and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the Annexation Territory.

5. Applicable Laws. Pursuant the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code, provided, however, that for purposes of setting the date for the election, Sections 53326 and 53327 of the Act shall govern.

6. Special Election Called. On Tuesday, December 20, 2022, in Council Chambers in City Hall, 701 Civic Center Boulevard, Suisun City, California, a special election is hereby called to consider the measure described in the ballot referred to below. This Council hereby further finds that the provision of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election herein specified is established accordingly.

Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the provision and/or acquisition of the Services and the incidental costs thereof, all as defined in the Resolution of Intention to Annex and the Resolution of Formation, shall constitute the specific single purpose; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or

funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual audit and report of the CFD.

7. Election Official. The City Clerk is hereby appointed as the election official to conduct the election and shall cause to be provided to each landowner in the Annexation Territory a ballot substantially in the form of Exhibit A hereto (the "Ballot"), which form is hereby approved. The City Clerk shall accept mailed or hand delivered Ballots of the qualified electors received prior to 5:30 o'clock p.m. on the date fixed above for the election.

8. Effective. This resolution shall take effect upon its adoption.

* * * * *

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 20th day of December 2022, by the following vote:

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

WITNESS my hand and the seal of said City this 20th day of December 2022.

ATTEST:

Mayor

Anita Skinner, City Clerk

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EXHIBIT A
CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)
Annexation No. 14 (Zip Thru Car Wash)
OFFICIAL BALLOT
SPECIAL TAX ANNEXATION ELECTION

This ballot is for a special, landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Suisun City no later than 6:30 p.m. on Tuesday, December 6, 2022, either by mail or in person. The City Clerk’s office is located at 701 Civic Center Boulevard, Suisun City, California 94585.

To vote, mark a cross (X) on the voting line after the word “YES” or after the word “NO”. All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Suisun City and obtain another.

The amount of money to be raised annually by the levy of the special tax on the property to be annexed to Community Facilities District No. 2 (Municipal Services) is \$5,794 in 2022/23 dollars and the rate and duration of the tax to be levied is as set forth in the rate and method of apportionment of special tax for Community Facilities District No. 2 (Municipal Services).

BALLOT MEASURE NO. 1: *Shall the City of Suisun City, by and for its Community Facilities District No. 2 (Municipal Services) (the “CFD”), be authorized to annex Annexation No. 14 (Zip Thru Car Wash) to the CFD, as such territory is described in “A Resolution Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors” adopted by the City Council of the City of Suisun City on December 6, 2022? The effectiveness of this Ballot Measure No. 1 is contingent upon the passage of Ballot Measure No. 2.*

Qualified Landowner Votes	Votes Cast	YES	NO
2			

BALLOT MEASURE NO. 2: *Shall the City of Suisun City, by and for its Community Facilities District No. 2 (Municipal Services) (the “CFD”), be authorized to levy special taxes within the territory proposed for annexation to the CFD according to the rate and method of apportionment specified in the Resolution of the City Council entitled “A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein,” adopted by the City Council of the City of Suisun City on December 6, 2022? The effectiveness of this Ballot Measure No. 2 is contingent upon the passage of Ballot Measure No. 1.*

Qualified Landowner Votes	Votes Cast	YES	NO
2			

By execution in the space provided below, you also confirm your written waiver of the time limit pertaining to the conduct of the election and any requirement for analysis and arguments with respect to the ballot measure.

Assessor Parcel No.: 0173-670-040

Acres: 1.20

Number of Votes: 2

SUISUN CITY CARWASH INC

By: _____

Name: _____

Its: _____

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RESOLUTION NO. 2022-____

**A RESOLUTION DECLARING RESULTS OF SPECIAL ANNEXATION
ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND
DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN**

**CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)**

Annexation No. 14 (Zip Thru Car Wash)

RESOLVED by the City Council (the “Council”) of the City of Suisun City (the “City”), County of Solano, State of California, that:

WHEREAS, in proceedings heretofore conducted by the Council pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Act”), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land (the “Annexation Territory”) proposed to be annexed to Community Facilities District No. 2 (Municipal Services) (the “CFD”);

WHEREAS, pursuant to the terms of the resolution of the City Council entitled “A Resolution Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors” (the “Election Resolution”) adopted by the City Council on this date, which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election (the “Canvass”), a copy of which is attached hereto as Exhibit A; and,

WHEREAS, this Council has reviewed the Canvass and hereby approves it.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

- 1. Issue Presented.** The issues presented at the special election were (i) the annexation of the Annexation Territory to the CFD and (ii) the levy of a special tax within the Annexation Territory.
- 2. Measure Approved.** Pursuant to the Canvass, the issues presented at the special election were approved by the landowners of the Annexation Territory by more than two-thirds of the votes received at the special election.
- 3. Annexation Completed.** Pursuant to the voter approval, the Annexation Territory is hereby declared to be fully annexed to and part of the CFD with full legal effect.
- 4. Authority to Levy Special Taxes.** Pursuant to the voter approval, this Council may levy special taxes in the territory in the Annexation Territory according to the rate and method of apportionment specified in the Resolution of this Council entitled “A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein,” adopted on April 6, 2021.

1 **5. Prior Proceedings.** It is hereby found that all prior proceedings and actions taken by
2 this Council pursuant to the CFD and the Annexation Territory were valid and in conformity
3 with the Act.

4 **6. Amendment to Notice of Lien.** Within 15 days of the date of this Resolution, the City
5 Clerk shall execute and cause to be recorded in the office of the County Recorder of the
6 County of Solano an amendment to the Notice of Special Tax Lien as required by Section
7 3117.5 of the California Streets and Highways Code.

8 **7. Effective.** This resolution shall take effect upon its adoption.

9 * * * * *

10 I hereby certify that the foregoing Resolution was regularly introduced and adopted by the
11 City Council of the City of Suisun City at a meeting held on the 20th day of December 2022,
12 by the following vote:

13 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun
14 City duly held on Tuesday, the 20th day of December 2022, by the following vote:

15 **AYES:** Councilmembers: _____
16 **NOES:** Councilmembers: _____
17 **ABSENT:** Councilmembers: _____
18 **ABSTAIN:** Councilmembers: _____

19 **WITNESS** my hand and the seal of said City this 20th day of December 2022.

20 ATTEST:

21 _____
22 Mayor

23 _____
24 Anita Skinner, City Clerk

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EXHIBIT A
CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)

Annexation No. 14 (Zip Thru Car Wash)

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory proposed for annexation to City of Suisun City Community Facilities District No. 2 (Municipal Services), which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory proposed to be annexed and the total number of votes cast for and against the measures are as follows and the totals as shown for and against the measures are full, true and correct:

BALLOT MEASURE NO. 1: *Shall the City of Suisun City, by and for its Community Facilities District No. 2 (Municipal Services) (the "CFD"), be authorized to annex Annexation No. 14 (Zip Thru Car Wash) to the CFD, as such territory is described in "A Resolution Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors" adopted by the City Council of the City of Suisun City on December 6, 2022? The effectiveness of this Ballot Measure No. 1 is contingent upon the passage of Ballot Measure No. 2.*

Qualified Landowner Votes	Votes Cast	YES	NO
2			

BALLOT MEASURE NO. 2: *Shall the City of Suisun City, by and for its Community Facilities District No. 2 (Municipal Services) (the "CFD"), be authorized to levy special taxes within the territory proposed for annexation to the CFD according to the rate and method of apportionment specified in the Resolution of the City Council entitled "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein," adopted by the City Council of the City of Suisun City on*

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December 6, 2022? The effectiveness of this Ballot Measure No. 2 is contingent upon the passage of Ballot Measure No. 1.

Qualified Landowner Votes	Votes Cast	YES	NO
2			

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this __ day of _____, 2022.

CITY OF SUISUN CITY

By: _____
Anita Skinner, City Clerk

ORDINANCE NO. __

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SUISUN CITY LEVYING SPECIAL TAX WITHIN CITY OF SUISUN
CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL
SERVICES), INCLUDING CERTAIN ANNEXATION TERRITORY**

**CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)**

Annexation No. 14 (Zip Thru Car Wash)

WHEREAS, the City of Suisun City (the “City”) has conducted proceedings pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”) to establish “City of Suisun City Community Facilities District No. 2 (Municipal Services)” (the “CFD”) for the purpose of financing certain municipal services (the “Services”) as provided in the Act; and

WHEREAS, the rate and method of apportionment of special tax for the CFD (the “Original Rate and Method”) is set forth in Exhibit A to City Council Resolution 2005-89, which was adopted on November 15, 2005 (the “Resolution of Formation”); and

WHEREAS, the City has conducted proceedings to annex territory into the CFD and, in connection therewith, approved supplements to the Original Rate and Method (as supplemented, the “Rate and Method”);

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY as follows:

SECTION ONE: By the passage of this Ordinance, pursuant to the Act, the Council hereby authorizes and levies the Special Tax within the CFD, including all territory annexed into the CFD prior to the date hereof, at the rate and in accordance with method set forth in the Rate and Method, which rate and method are by this reference incorporated herein. The Special Tax has previously been levied in the original territory of the CFD beginning in fiscal year 2006-07 pursuant to Ordinance No. 684, passed and adopted by the City Council on December 6, 2005, and the Special Tax is hereby levied commencing in fiscal year 2022-23 in the territory annexed to the CFD subsequent to formation of the CFD, and in each fiscal year thereafter to pay for the Services for the CFD and all costs of administering the CFD.

The City Council hereby ratifies the levy of special taxes within the CFD pursuant to the Act, at the rate and in accordance with the Rate and Method, in fiscal years 2006-07 through 2022-23.

SECTION TWO: The City Manager or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to

1 be levied for the next ensuing fiscal year for each parcel of real property within the CFD,
2 including all territory annexed to the CFD prior to the date hereof, in the manner and as provided
in the Rate and Method.

3 **SECTION THREE:** Exemptions from the levy of the Special Tax shall be as provided
4 in the Resolution of Formation, the Rate and Method and the applicable provisions of the Act.
5 In no event shall the Special Tax be levied on any parcel within the CFD in excess of the
maximum Special Tax specified in the Rate and Method.

6 **SECTION FOUR:** All of the collections of the Special Tax shall be used as provided
7 in the Act and in the Resolution of Formation, including, but not limited to, the payment of
8 costs of the Services, the payment of the costs of the City in administering the CFD, and the
costs of collecting and administering the Special Tax.

9 **SECTION FIVE:** The Special Tax shall be collected in the same manner as ordinary
10 ad valorem taxes are collected and shall have the same lien priority and be subject to the same
11 penalties and the same procedure and sale in cases of delinquency as provided for ad valorem
12 taxes; provided, however, that the Council may provide for other appropriate methods of
13 collection by resolution(s) of the Council. The City Manager of the City (or the City Manager's
14 designee) is hereby authorized and directed to provide all necessary information to the
15 auditor/tax collector of the County of Solano in order to effect proper billing and collection of
the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the
County of Solano for fiscal year 2022-23 and for each fiscal year thereafter, as set forth above,
until no longer required to pay for the Services or until otherwise terminated by the City.

16 **SECTION SIX:** If for any reason any portion of this Ordinance is found to be invalid,
17 or if the Special Tax is found inapplicable to any particular parcel within the CFD, including
18 all territory annexed to the CFD prior to the date hereof, by a court of competent jurisdiction,
19 the balance of this Ordinance and the application of the Special Tax to the remaining parcels
20 within the CFD, including all territory annexed to the CFD prior to the date hereof, shall not be
affected.

21 **SECTION SEVEN:** The Mayor shall sign this Ordinance and the City Clerk shall cause
22 the same to be published immediately after its passage at least once in a newspaper of general
circulation circulated in the City.

23 **SECTION EIGHT:** This Council affirms the provisions of Ordinance No. 684 except
24 to the extent any terms of such Ordinance are inconsistent with the provisions of this Ordinance,
25 in which case the terms of this Ordinance shall govern.

26 **SECTION NINE:** This Ordinance shall become effective (30) days following its
27 passage and adoption and shall be published once within fifteen (15) days upon passage and
adoption in a newspaper of general circulation in the City of Suisun City, County of Solano.

INTRODUCED at a regular meeting of the City Council of the City of Suisun City held on December 20, 2022, by the following vote:

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

WITNESS my hand and the seal of said City this 20th day of December 2022.

Anita Skinner
City Clerk

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City held on January 3, 2023, by the following vote:

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

ATTEST:

Mayor

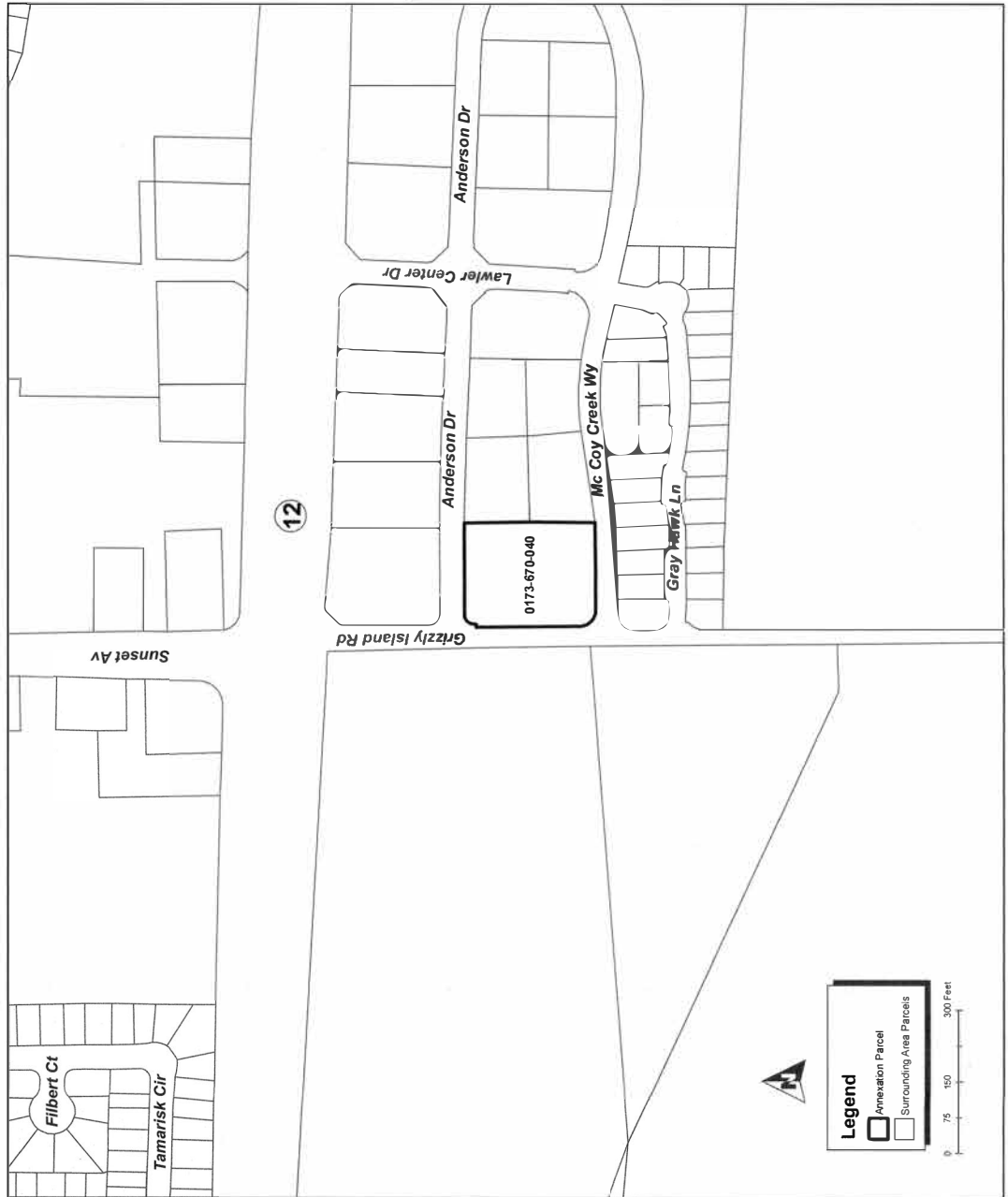
Anita Skinner, City Clerk

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Annexation Map No. 14 of City of Suisun City Community Facilities District No. 2 (Municipal Services)

Sheet 1 of 1

COUNTY OF SOLANO
STATE OF CALIFORNIA



REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA," FILED THE 27TH DAY OF OCTOBER, 2005, AT THE HOUR OF IN BOOK 23 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 64, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SOLANO, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

1 FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SUISUN CITY THIS 1ST DAY OF November 2022.

Rita Alvarez
CITY CLERK

2 I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 14 TO CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY AT A MEETING THEREOF HELD ON THE 1ST DAY OF November 2022 BY ITS RESOLUTION NO. 2022-142.

Rita Alvarez
CITY CLERK

3 FILED THIS 14 DAY OF November, 2022 AT THE HOUR OF 10:27 O'CLOCK A.M. IN BOOK 24 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 63, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA.

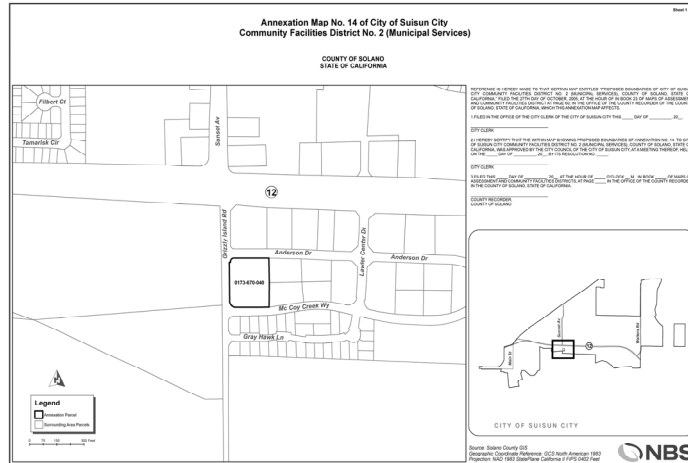
Mac Tannen
COUNTY RECORDER
COUNTY OF SOLANO



Source: Solano County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California II FIPS 1402 Feet

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Zip Thru Car Wash Boundary Map



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Staff Recommendations

It is recommended that the City Council adopt the following:

- a. Adoption of Resolution No. 2022-____: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
- a. Adoption of Resolution No. 2022-____: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
- a. Council Introduction and Waive Reading of Ordinance No. ____: Levying Special Tax within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

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Questions?

CONDUCT PUBLIC HEARING

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AGENDA TRANSMITTAL

MEETING DATE: December 20, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022 - __: Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2023 as Provided in Chapter 8.04 of the Suisun City Code.

FISCAL IMPACT: Failure to approve the proposed resolution could result in the loss of approximately \$74,172 to fund the 2023 Fourth of July Celebration, as well as \$21,388 for fire prevention, fire education, fire investigation, and fire code enforcement associated with fireworks use.

BACKGROUND: This is an annual resolution to regulate the sales of Safe and Sane Fireworks. Specifically, certain dates and times are required to be specified in a City Council Resolution. In 2013, Title 8, Chapter 8.04 – (“Fireworks.”) was modified to ensure that future Safe and Sane Fireworks sales periods may be approved by resolution without the need for technical changes every year to the City Ordinance.

STAFF REPORT: For one week, beginning June 28th at noon, non-profit groups are allowed to sell Safe and Sane Fireworks until July 4th at 9pm. This year fireworks booths saw a decrease in sales of Safe and Sane Fireworks of 22%. An initial inspection was conducted at each booth and periodical spot checks were conducted by Fire Prevention personnel. No incidents were reported by any of the non-profit groups. In accordance with the wholesaler agreement, below you will find the breakdown of the non-profit group’s payments and the monies remitted to the City:

2022 Fireworks Sales Breakdown of Payments by Non-Profit Groups

Description	Wahiawa Kajukenbo Hwy 12 & Marina	Suisun American Little League Sunset Center	Crystal/ Rodriguez Music Boosters Walmart Parking Lot	Totals
Cash Sales Deposited	\$55,529.72	\$42,722.36	\$23,383.00	\$121,635.08
Credit Card Receipts	\$129,719.63	\$109,666.41	\$75,552.56	\$314,938.60
Gross Sales	\$185,249.35	\$152,388.77	\$98,935.56	\$436,573.68
8.375% Sales Tax	-\$13,722.17	-\$11,288.06	-\$7,328.56	(\$32,338.79)
Retail + Regulatory Fee	\$171,572.18	\$141,100.71	\$91,607.00	\$413,178.92
Regulatory Fee	-\$8,545.79	-\$7,968.78	-\$4,673.43	(\$21,188.00)
Total Retail Sales	\$159,181.32	\$130,944.92	\$85,009.82	\$375,136.06
TNT Fireworks Product Cost	\$79,727.83	\$65,744.40	\$45,805.11	\$191,277.34
Gross Proceeds	\$65,994.98	\$53,266.16	\$29,083.02	\$148,344.16
Split with City of Suisun City				Totals
Nonprofit 50%	\$32,997.49	\$26,633.08	\$14,541.51	\$74,172.08
Suisun City 50%	\$32,997.49	\$26,633.08	\$14,541.51	\$74,172.08

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Jose Colin, Fire Marshal
Brad Lopez, Fire Chief
Greg Folsom, City Manager

**2022 Net Sales Proceeds
(Increase / Decrease)**

Booth Location (Non-Profit)	2022	2021	Difference
Highway 12 & Marina Blvd. (Wahiawa Kajukenbo)	\$32,997.49	\$35,649.72	-8.0%
Sunset Center (Suisun America Little League)	\$26,633.08	\$30,351.34	-13.9%
Walmart Parking Lot (Crystal / Rodriguez Music Booster)	\$14,541.51	\$24,975.84	-71.7%
Total	\$74,172.08	\$90,976.90	-22.6%

The attached Resolution provides the applicable dates for applying the Fireworks Ordinance to the 2023 season. These changes are made to accommodate the 2023 calendar year and include the following:

- The dates for accepting applications will be January 2nd, through February 3rd
- The date for the lottery, if needed, will be February 8th, at 10:00 AM
- The date for execution of the Fireworks Wholesaler Distribution Agreement is May 1st
- The no later than date for the Wholesaler Public Education Plan is May 26th
- All unsold fireworks and accompanying litter shall be cleared from the sites no later than July 6th

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2022 -____: Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2023 as provided in Chapter 8.04 of the Suisun City Code.

ATTACHMENTS:

1. Resolution No. 2022 -____: Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2023 as Provided in Chapter 8.04 of the Suisun City Code.
2. PowerPoint Presentation.

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING CERTAIN FINDINGS AND THE POLICY DIRECTIVES TO
IMPLEMENT THE SALES AND USE OF SAFE AND SANE FIREWORKS FOR 2023
AS ALLOWED BY TITLE 8, CHAPTER 8.04 OF THE SUISUN CITY CODE**

WHEREAS, the Suisun City Code has been amended to permit the sales of Safe and Sane Fireworks, and to regulate other fireworks-related activities; and

WHEREAS, the sale of Safe and Sane Fireworks has benefitted the City of Suisun City by providing local Nonprofit Organizations who work for the benefit of the community with an opportunity to raise funds; and

WHEREAS, the City Council deems it necessary to adopt Certain Findings for the sale and use of Safe and Sane Fireworks; and

WHEREAS, the City Council deems it necessary to adopt Policy Directives for the sales and use of Safe and Sane Fireworks.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City hereby finds that Fireworks stands are categorically exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15311 as minor accessory structures appurtenant to existing commercial, industrial, or institutional facilities; and

BE IT FURTHER RESOLVED that the City Council of the City of Suisun City hereby adopts the following Policy Directives:

1. City Manager to Administer Fireworks Program. The City Manager is hereby directed to administer the Suisun City Fireworks Program; the City Council of the City of Suisun City authorizes the City Manager to execute any and all necessary documents pertaining to implementation of the Sales and the Use of Safe and Sane Fireworks in the City Suisun City.

2. Number of Permits. Three (3) Fireworks Sales Permits will be made available for the sale of Safe and Sane Fireworks in the City of Suisun City.

3. Filing Application for Fireworks Sales. Applications will be accepted from January 2nd, 2023 through February 3rd, 2023 until 5:00 pm.

4. Permittee Selection Process. The process for selection of permittees to hold and use Fireworks Sales Permits shall be consistent with the following policy directives:

a. Only Qualified Applicants, as that term is defined in section 8.04.010 of the Suisun City Code, shall be eligible to submit an application for a permit. Applicants are qualified on the basis of the following criteria:

i. Organizations that have proved they are qualified by documentation of charitable nonprofit status with the State and IRS 501(c)(3). The organization bylaws or Articles of incorporation shall state organized for

a charitable, educational, religious, or scientific purposes, and a nonprofit organization.

ii. Charitable organizations “Primarily Serving Suisun City Residents and Businesses,” as that phrase is defined in the Municipal Code, and are organized primarily to benefit youth, schools, veterans, or local businesses in Suisun City shall be given preference in the first lottery drawing.

iii. The organization has at least 10 members that will staff the booth and a plan to keep the booth open for the full sales period.

iv. Organizations with less than 10 members shall produce an agreement with another nonprofit organization for a joint application.

b. The lottery shall take place at a time, place, and manner determined by the Fire Chief in accordance with the administrative rules and procedures adopted by the Fire Chief. In 2023, the lottery will be held on February 8th, at 10:00 am in the Council Chambers.

i. If three (3) or more organizations with the above preference apply, these organizations will be drawn in a lottery to determine selection for available permits.

ii. The choice of fireworks stand sites will be drawn separately after the permits have been determined.

ii. After the authorized number of permits has been awarded, the remaining qualified applicants shall be drawn in a second lottery as alternates. Each alternate, according to the order drawn, shall be offered a permit if one of the original permittees cannot meet the requirements of this Chapter or if a permittee voluntarily surrenders its permit.

5. Fireworks Wholesaler—Distribution Agreement.

a. All fireworks wholesalers who seek to do business in the City and supply a contract with applicants for fireworks booth permits in the city shall enter into and execute a fireworks wholesaler distribution agreement with the City no later than May 1st, 2023.

6. Fireworks Wholesaler Public Education Plan.

a. Each fireworks distributor/wholesaler supplying one or more nonprofit organizations who are permittees under this chapter, shall submit a public education plan to the City by no later than 5:00 pm on May 26th, 2023.

7. Locations of Fireworks Stands. Fireworks stand locations will be approved by the City Manager.

8. Fireworks Stands. Fireworks stands may be put in place by the permittee no earlier than 8:00 a.m. on June 20, 2023.

1 Signs for fireworks sales shall be displayed no earlier than seven (7) days before the approved
2 start of sales, June 28, 2023, and must be removed four (4) days after the fireworks sales period
ends July 8, 2023.

3 All unsold fireworks and accompanying litter shall be cleared from the location by 5:00 p.m.
4 two (2) days after the fireworks sales period ends, July 6, 2023.

5 The fireworks stand shall be removed from the temporary location by 12:00 p.m. on July 12,
2023.

6 **9. Permissible Hours of Sale.** Dates and hours of the sale of "Safe and Sane Fireworks" shall
7 begin no earlier than 12:00 noon on June 28 and shall not continue after 9:00 pm on July 4 of
8 the same year. Sale of fireworks shall be permitted only from 12:00 noon to 9:00 pm on June
28 and from 9:00 am to 9:00 pm daily June 29 through July 4.

9 **10. Permissible hours of use.** It shall be unlawful to discharge any "Safe and Sane Fireworks"
10 except during the hours of 9:00 am to 10:00 pm June 28 through July 5, 2023.

11 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of
12 Suisun City held on Tuesday the 20th day of December 2022 by the following vote:

13 AYES:	Council Members:	_____
NOES:	Council Members:	_____
14 ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

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16 **WITNESS** my hand and the seal of said City this 20th day of December 2022.

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18 _____
19 Anita Skinner
20 City Clerk
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2022 Safe and Sane Fireworks Sales

Suisun City
Fire Department



2022 Wholesaler Share and Regulatory Fees Remitted

Non-Profit Group	Gross Share	Regulatory Fee	Totals
Wahiawa Kajukenbo	\$32,997.49	\$8,545.79	\$41,543.28
Suisun American Little League	\$26,633.08	\$7,968.78	\$34,601.86
Crystal Music Boosters	\$14,541.51	\$4,673.43	\$19,214.94
Total	\$74,172.08	\$21,188.00	\$95,360.08

Tuesday, December 20, 2022

2

2022 Net Sales Proceeds (Increase/Decrease)

Booth Location (NP - Operator)	2022	2021	Difference
Highway 12 & Marina (Wahiawa Kajukembo)	\$32,997.49	\$35,649.72	-8%
Sunset Center (Suisun American Little League)	\$26,633.08	\$30,351.34	-14%
Walmart Parking Lot (Crystal / Rodriguez Music Booster)	\$14,541.51	\$24,975.84	-72%
Total	\$74,172.08	\$90,976.90	-23%

Tuesday, December 21, 2022

3

Summary

23% overall net sales decrease.

Added new signs at major City intersections and selected City parks.

Will work with Recreation and Parks to purchase and post signs at other parks.

Will increase public safety announcements and outreach.

No fire related incidents relating to the fireworks booths were recorded.

Tuesday, December 20, 2022

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AGENDA TRANSMITTAL

MEETING DATE: December 20, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022-___: A Resolution of the City Council of the City of Suisun City Adopting Procedures Relating to the Filling of a Vacancy on the City Council

FISCAL IMPACT: None.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: After the November 8, 2022, election, a current council member was elected to the office of the mayor. As such, that council member vacated their seat when sworn in as the new mayor. The result is that there is a vacancy on the City Council, which must be filled. The vacated office will terminate at the end of 2024.

Suisun Municipal Code Section 2.04.040 and Government Code Section 36512 govern the process by which vacancies in the elected offices of city council members are filled. Specifically, Section 36512 provides that a city council shall, within 60 days of the date of vacancy (i.e., no later than February 3, 2023), fill such vacancy by appointment, or call a special election to fill the vacancy for the remainder of the vacated term. Section 36512 does not provide any specific guidance on the manner in which the City Council selects an individual to fill a vacancy.

Section 2.3, Filling of a Council Vacancy, of the Suisun City Council Rules and Procedures, provides:

In the event of a vacancy of office or the death or resignation of any Council Member, the Mayor shall appoint a new Council Member, with the consent of the Council, within sixty (60) days after a vacancy or death or resignation becomes effective in compliance with the California Elections Code, unless the Council, by resolution, decides to instead call a special election. In the event of appointment, the Mayor, with the consent of the Council, shall determine by resolution the process for appointment prior to the application process and in accordance with State law.

At the December 6, 2022 City Council meeting, the Council was presented with the following options for a process to fill the council seat:

1. Direct the City Attorney to return at a future council meeting with the appropriate resolution to call a special election.
2. Adopt a Resolution adopting an application procedure to fill the Council seat.

PREPARED BY:
REVIEWED/APPROVED BY:

Elena Gerli, City Attorney
 Greg Folsom, City Manager

3. Direct the City Attorney to return at a future meeting with the appropriate documentation to appoint a specific candidate pursuant to Council direction.
4. Provide the City Attorney with other direction.

The Council deliberated and directed the City Attorney to return at today's meeting with a resolution to adopt an application process for the appointment, but with some key modifications from the draft provided at the December 6, 2022 meeting. The most significant modifications include:

- The entire Council will review and consider all properly submitted applications and will interview such applicants on January 10, 2023, at 6:30 p.m.
- After the interviews, the Council will deliberate and narrow the number of applicants to be considered for appointment at its regular meeting on January 17, 2023, to a maximum of seven.
- Any applicant who was a candidate for a seat on the Council in the November 8, 2022 election will be included in the number of applicants to be considered for appointment at the regular meeting of the Council on January 17, 2023.
- The Council will meet at its regular meeting on January 17, 2023, to choose one of the seven candidates and appoint that candidate to the vacant seat.

STAFF REPORT: At the previous Council meeting on December 6, 2022, the Council directed the City Attorney's office to return at the next meeting with the appropriate documentation to appoint a specific candidate pursuant to Council direction.

It should be noted that the Council must appoint someone no later than February 3, 2023, which is the date 60 days following the date the council seat was vacated (December 6, 2022).

Appointment of councilmember following an application and interview process.

The Council has chosen to accept applications and conduct interviews to fill the vacancy. The below-described process incorporates modifications pursuant to Council's direction at the previous Council meeting. The attached resolution proposes the following timeline/procedures for selecting an individual to fill the vacant council seat:

1. Applications submittal period begins on December 21, 2022, at start of business, and will close on January 3, 2023, at 5:00 p.m. Early and late applications will not be accepted.
2. Applicants must be registered voters and residents of the City.
3. Applications must include the applicant's full name, address, statement stating that applicant is a registered voter of the City, and a statement of qualifications.

4. All applications are a public record pursuant to the California Public Records Act (and also subject to the same exemptions).
5. The Council will review and consider and all properly submitted applications and will interview such applicants on January 10, 2023 at 5:30 p.m. during a publicly noticed “town hall”-style public meeting.
6. After the interviews, the Council will deliberate and narrow the number of applicants to be considered for appointment at its regular meeting on January 17, 2023, to a maximum of seven.
7. Any applicant who was a candidate for a seat on the Council in the November 8, 2022 election will be included in the number of applicants to be considered for appointment at the regular meeting of the Council on January 17, 2023.
8. City residents who are registered voters of the City may submit questions to be read by the Council at the meeting. These questions must be submitted to the City Clerk’s Office by January 3, 2023 at 5:00 p.m.
9. At its regular meeting on January 17, 2023 (or at a later meeting of the Council’s choosing), the Council will meet for the purpose of appointing an applicant to the Council. The process will be as follows:
 - a. Discussion and deliberation of applicants remaining following the interview process by Mayor and Council.
 - b. The Mayor shall make the appointment subject to the ratification by the full Council.
 - c. Ratification of an appointment shall require three affirmative votes of the Council. The Mayor may also vote and be counted.
10. The failure to strictly adhere to these guidelines will not affect the legality and effectiveness of any appointment made.
11. These procedures and timelines will no longer be effective upon an individual being appointed to fill the vacancy.

The appointed councilmember will hold office for the unexpired balance of the vacated seat’s term, as the vacancy occurred in the second half of the former incumbent’s term.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2022- ____: A Resolution of the City Council of the City of Suisun City adopting procedures relating to the filling of a vacancy on the City Council.

ATTACHMENTS:

1. Resolution No. 2022-____ A Resolution of the City Council of the City of Suisun City adopting procedures relating to the filling of a vacancy on the City Council.

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUISUN CITY ADOPTING PROCEDURES RELATING TO THE
FILLING OF A VACANCY ON THE CITY COUNCIL**

WHEREAS, the City of Suisun City (“City”) held a general municipal election on November 8, 2022, at which time a then-city council member was elected to the office of the Mayor.

WHEREAS, following certification of the results of the November 8, 2022, election and administration of oaths of office, the then-city council member was sworn in as the new Mayor, and therefore a vacancy occurred on the City Council.

WHEREAS, the City Council has not adopted any specific procedures for the selection of an individual to fill such a vacancy other than those requirements under the City’s municipal code and State law.

WHEREAS, on December 6, 2022, the City Council considered some options presented to them by the City Attorney and City Manager, heard public comment on the matter, and provided direction on the process they wish to adopt for the appointment of an individual to the vacant council seat.

WHEREAS, the City Council now desires to adopt such procedures.

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

Section 1. The recitals hereto are true and correct and by this reference incorporated herein.

Section 2. The City Council hereby adopts the selection procedures, schedule and application as attached in Exhibit “A” and incorporated herein by this reference for the filling of the vacancy on the City Council resulting from the general municipal election that occurred on November 8, 2022, provided that such procedures and schedules shall be guidelines only and failure to strictly adhere to such guidelines shall not affect the legality and effectiveness of any appointment made thereunder.

Section 3. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 4. This Resolution shall take effect and be in full force immediately after its adoption by the City Council, and shall expire upon the appointment of an individual to the vacant City Council seat.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of
Suisun City held on Tuesday the 20th day of December 2022 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 December 2022.

Anita Skinner
City Clerk



CITY OF SUISUN CITY

CITY COUNCIL VACANCY 2023

Item 22 Date Received Attachment 1.a
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REQUEST FOR CONSIDERATION FOR APPOINTMENT TO CITY COUNCIL VACANCY

Please type or print clearly.

Name: _____ Date: _____
Are you a registered voter? Yes <input type="checkbox"/> No <input type="checkbox"/> City Clerk will verify voter registration.
Are you a resident of Suisun City? Yes <input type="checkbox"/> No <input type="checkbox"/>
How long have you lived in Suisun City? _____
NOTE: This application is a public record and will be included with the applicable City Council materials, posted on the City's website, and made available to the press and public. Personal data will be redacted.

This application is to fill a vacancy on the Council in the City of Suisun City. Only voters registered in Suisun City who have submitted a complete application packet by the deadline will be considered for appointment.

When submitting please include: ☐ Application ☐ Statement of Qualifications ☐ Questionnaire

A COMPLETED AND SIGNED APPLICATION MUST BE FILED WITH THE CITY CLERK BY:

THURSDAY, JANUARY 3, 2023 at 5:00 PM

BECOMING A MEMBER OF THE CITY COUNCIL

Private Versus Public: Becoming a candidate for public office means that information about you will become a matter of public record immediately. With a few exceptions, this includes any and all documents submitted to the City during the course of the application period. As such, these documents must, by law, be available to the public for inspection and/or copying. Redacted copies of submitted applications will be available on the City website.

Interview Process: Interviews will take place in a "Town Hall" format and are scheduled for a Special Council meeting to be held on **January 10, 2023 at 5:30 p.m.** Applicant attendance is required.

Term of Office: The term of this office will be from the day of appointment and will expire in December 2024.

City Council:

Suisun City operates under the Council/Manager form of governance in which the electorate chooses members of the City Council and the City Council hires the City Manager to implement City Council policy and run day-to-day affairs.

The Mayor and City Council are elected independently in non-partisan elections to serve four-year terms in office. The Mayor Pro-Tem is appointed by the Mayor from among its members. Suisun City has no term limits.



CITY OF SUISUN CITY

CITY COUNCIL VACANCY 2023

Duties:

- Attend all City Council meetings as an appointed member.
- Attend all special meetings, work sessions and other meetings as scheduled.
- Actively participate and serve on various outside agency liaisons, committees and commissions as assigned.
- Council Members are required, by law, to complete and file a Form 700 Statement of Economic Interests disclosing various financial interests.

Meetings: The City Council holds regular meetings on the 1st and 3rd Tuesdays of the month in the City Council Chamber in City Hall at 701 Civic Center Blvd, Suisun City, California. If necessary to conduct City business, a regular meeting may be scheduled for any Tuesday.

More information can be found on the Suisun City website:

<https://www.suisun.com/government/city-council/>

Civic service is both a privilege and responsibility of every American citizen. The value and importance of engagement by Suisun City residents cannot be measured. Your interest in serving on the City Council of the City of Suisun City is greatly appreciated.



CITY OF SUISUN CITY

CITY COUNCIL VACANCY 2023

APPLICATION

Please type or print clearly.

PERSONAL DATA			
Name:			
Address:	City:	State:	Zip:
Home Phone:	Cell Phone:		
Email Address:			

EMPLOYMENT DATA		
Employer:		
City:	Industry:	Dates:
Employer:		
City:	Industry:	Dates:

EDUCATION DATA			
College/Universities Attended (Name/Location)	Major	Degree	Year Completed
Licenses or Special Certificates Held:			

EDUCATION DATA		
Prior or Current Civic Experience (Include Membership in Professional, charitable, or community organizations)	Office Held (if any)	Dates of Service/Membership



CITY OF SUISUN CITY

CITY COUNCIL VACANCY 2023

STATEMENT OF QUALIFICATIONS

Attach a separate sheet of paper to this statement with your responses.

Instructions to the Applicant:

- This statement may include your name, age, occupation, and a brief description of your education and qualifications
- Prepare statement according to the following guidelines:
 - Statements are limited to no more than 200 words (See attached Word Count Guidelines)
 - Statements must be in PARAGRAPH BLOCK FORM.
 - Statements must be in UPPER and LOWER CASE.
 - You are limited to a recitation of your own personal background and qualifications and shall not in any way make reference to another person's qualifications, character, or activities.
- Statements which do not conform to the above guidelines may be rejected by the Mayor.
- Check carefully for errors in spelling, punctuation, and grammar before filing.
- After the statement has been filed, it will be distributed exactly as submitted.

My Name is: _____

My Age is (optional): _____

My Occupation is: _____

Statement and word count begin below:

I have reviewed the above statement, I understand no corrections or changes are allowed after it has been filed, and it will be printed as filed with the City Clerk. I hereby certify that the statement submitted is true and correct to the best of my knowledge and belief.

Applicant's Signature

Date



CITY OF SUISUN CITY

CITY COUNCIL VACANCY 2023

QUESTIONNAIRE FOR CITY COUNCIL APPOINTMENT PLEASE ANSWER THE FOLLOWING QUESTIONS.

Attach a separate sheet of paper to this questionnaire with your responses.

1. What are your top 3 priorities for Suisun City? Why do you think these are most important?
2. What are the key issues you see facing our community? Why do you think these are the key issues and what might be the solutions?
3. What is your vision for Suisun City and how would you like the City to look in 10 years?
4. Please describe how your qualifications, education, and/or work experience/training would be relevant in your role as a Councilmember.
5. What has your previous involvement with the City of Suisun City been? Please include any service organizations or community engagement specific to Suisun City you have participated in and what your role was.
6. The City Council regularly meets on the 1st and 3rd Tuesdays of each month at 7:00 p.m. and periodically has additional special meetings and study sessions. Councilmembers also serve on a number of subcommittees, commissions, and outside agency boards. Please describe any time constraints or limitations/obligations that might limit your availability for regular meetings, special meetings, or community events.
7. Are you aware of the time commitment and the responsibilities associated with serving as a Councilmember and are you prepared to serve without reservation? Yes / No

I hereby certify that all statements made in this application are true and complete. I legally reside in the City of Suisun City. I am 18 years of age or older. In compliance with State law, I understand that I will be required to file a Statement of Economic Interests upon appointment to office and annually thereafter. I understand that my application and materials will be considered a public record and thus will be available for public inspection and copying.

Applicant's Signature

Date