

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



CITY COUNCIL MEETING

First and Third Tuesday  
Every Month

## A G E N D A

### SPECIAL MEETING OF THE SUISUN CITY COUNCIL

AND

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

**TUESDAY, AUGUST 16, 2022**

**5:30 P.M.**

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

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#### **NOTICE**

*Pursuant to Government Code Section 54953, subdivision (b), and 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](mailto:clerk@suisun.com) OR 707 421-7302.*

*ZOOM MEETING INFORMATION:*

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

**MEETING ID: 875 4730 1440**

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

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING  
BY EMAILING [CLERK@SUISUN.COM](mailto:CLERK@SUISUN.COM) (PRIOR TO 4pm) OR  
VIA WEBSITE OR PHONE APPLICATION, ZOOM*

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

#### **ROLL CALL**

Council / Board Members

#### **CONFLICT OF INTEREST NOTIFICATION**

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

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 and Suisun City Council Acting as Successor Agency will hold a Closed Session for the purpose of:

1. 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). Three Workers Compensation Claims by Joanne Ledford.

2. Conference with Legal Counsel - Existing Litigation

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

Joint City Council / Suisun City Council Acting as Successor Agency

3. 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: 0032-142-300; 32-142-280; 32-142-240 and 250 - Main Street West (MSW) Properties.

Negotiating Party: City Manager

Parties Negotiating: Lionext Inc.

Under Negotiations: Terms and payment

**CONVENE OPEN SESSION**

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

**ADJOURNMENT**

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

**PLEASE NOTE:**

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  - Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
  - 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

Mayor

Alma Hernandez, Mayor Pro-Tem

Jane Day

Michael J. Hudson

Wanda Williams



CITY COUNCIL MEETING

First and Third Tuesday

Every Month

**A G E N D A**

**REGULAR MEETING OF THE  
SUISUN CITY COUNCIL**

**SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,  
AND HOUSING AUTHORITY  
TUESDAY, AUGUST 16, 2022**

**6:30 P.M.**

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

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(Next Ord. No. – 796)

(Next City Council Res. No. 2022 – 114)

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

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

DEPARTMENTS: AREA CODE (707)

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SUCCESSOR AGENCY 421-7309 FAX 421-7366

**ROLL CALL**

Council / Board Members

Pledge of Allegiance

Invocation

**CONFLICT OF INTEREST NOTIFICATION**

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

**REPORTS: (Informational items only)**

1. City Manager/Executive Director/Staff

**PRESENTATION/APPOINTMENTS**

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

2. City Council Appointments to Community Advisory Committees – (Hernandez: [ahernandez@suisun.com](mailto:ahernandez@suisun.com)).
3. Proclamations Presented - (Hernandez: [ahernandez@suisun.com](mailto:ahernandez@suisun.com)).  
Proclamation Proclaiming the Week of September 4-10, 2022 as “National Suicide Prevention Week 2022” in Suisun City.
4. Proclamations Not Presented - (Hernandez: [ahernandez@suisun.com](mailto:ahernandez@suisun.com)).  
Proclamation Proclaiming August 13, 2022 as “Sudie M. Smith Foundation Day” in Suisun City.

**PUBLIC COMMENTS**

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**COUNCIL COMMENTS**

5. Council/Boardmembers Updates

**CONSENT CALENDAR**

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

**City Council**

6. 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 September 14, 2022 – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
7. Council Adoption of Resolution No. 2022 - \_\_\_\_: Authorizing the Purchase of 31 Sets of Structural Firefighting Turnouts from Allstar Fire Equipment Inc. in an amount not to exceed \$98,000.00– (Renucci: [grenucci@suisun.com](mailto:grenucci@suisun.com)).

8. Council Adoption of Resolution No. 2022-\_\_\_: Authorize Payment in the Amount of \$37,141.30 to Hi-Tech Emergency Vehicle Service, Inc. for Repairs, Annual Testing and Certification for Ladder Truck 47 - (Renucci: [grenucci@suisun.com](mailto:grenucci@suisun.com)).
9. Council Adoption of Resolution No. 2022-\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Stantec Consulting Services Inc. to Complete the Necessary Environmental Review and Document for a Commercial Project on a Vacant Site Located North of Highway 12, East of Sunset Shopping Center, and West of Snow Drive – (Bermudez: [jbernudez@suisun.com](mailto:jbernudez@suisun.com)).
10. Council Adoption of Resolution No. 2022\_\_\_: Authorizing the City Manager to Execute a Software Licensing Purchase for Microsoft 365 and SQL (Structured Query Language) Licenses for the City and Police Department – (Deol: [ideol@suisun.com](mailto:ideol@suisun.com)).
11. Council Adoption of Resolution No. 2022-\_\_\_: Authorizing the City Manager to Execute the Lease Agreement Between the City of Suisun City and Bulldog Baseball & Softball Club for Field Use at the Lambrecht Sports Complex – (Lofthus: [klofthus@suisun.com](mailto:klofthus@suisun.com)).
12. Council Adoption of Resolution No. 2022-\_\_\_: Accepting the Suisun City Dock Box Replacement Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project - (Lofthus: [klofthus@suisun.com](mailto:klofthus@suisun.com)).
13. Council Consideration of Shelter Solano Memorandum of Understanding – (Roth: [aroth@suisun.com](mailto:aroth@suisun.com)).
  - a. Council Adoption of Resolution No. 2022-\_\_\_: Authorizing the City Manager to sign a Memorandum of Understanding (MOU) and contract with Shelter Solano to sponsor two shelter beds for 12 months.
  - b. Council Adoption of Resolution No. 2022-\_\_\_: Adopting the 1<sup>st</sup> Amendment to the Annual Appropriation Resolution No. 2022-90 to Appropriate Funds for Solano Shelter Program– (Roth: [aroth@suisun.com](mailto:aroth@suisun.com)).
14. Council Adoption of Resolutions Establishing the Job Classifications of Code Enforcement Officer I/II and Amending the City of Suisun City Salary Schedule – Penland: [cpenland@suisun.com](mailto:cpenland@suisun.com)).
  - a. Council Adoption of Resolution No. 2022-\_\_\_: Establish the Code Enforcement Officer I/II Job Classifications; and
  - b. Council Adoption of Resolution No. 2022-\_\_\_: Amending the City of Suisun City Salary Schedule to Establish a Salary for Code Enforcement Officer I/II and Correct the Bargaining Unit Designation of the Dispatcher Classifications from SCEA to SCPOA
15. Council Adoption of Resolution No. 2022-\_\_\_: A Resolution of the Suisun City Council Approving the Amended and Restated Joint Exercise of Powers Agreement for the Community Action Partnership of Solano Joint Powers Authority (JPA); Appoint a Voting Member and Alternate to the new JPA Board of Directors and Appointing a Representative to the newly constituted Technical Advisory Committee (TAC) – (Folsom/Lawton: [gfolson@suisun.com](mailto:gfolson@suisun.com) / [klawton@suisun.com](mailto:klawton@suisun.com)).

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

16. 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 July 19, 2022 - (Skinner: [askinner@suisun.com](mailto:askinner@suisun.com)).

Joint City Council / Suisun City Council Acting as Successor Agency

17. Council/Agency Approval of July 2022 Payroll Warrants in the Amount of \$850,678.67 and Council/Agency Approval of the July 2022 Accounts Payable Warrants in the Amount of \$2,847,347.01 – (Finance).

**PUBLIC HEARING**Housing Authority

18. Housing Authority Resolution No. HA 2022- \_\_\_\_: A Resolution of the Housing Authority of the City of Suisun City for Approval of the First Amendment to the November 2, 2021 Disposition and Development Agreement with Harbor Park LLC for the Sale and Development of APNs 0032-101-420 and 0032-102-160 (Almond Gardens), in the City of Suisun City – (Bermudez: [jbermudez@suisun.com](mailto:jbermudez@suisun.com)).

**GENERAL BUSINESS**City Council

19. Council Consideration and Approval of Resolution No. 2022-\_\_\_\_: A Resolution of the City Council of the City of Suisun City Approving the Appointment of Brad Lopez as Fire Chief and Authorizing the City Manager to Execute an Employment Agreement – (Penland: [cpenland@suisun.com](mailto:cpenland@suisun.com)).
20. Discussion and Direction regarding Suisun City Community Based Transportation Plan (CBTP) Final Report – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
21. Council Consideration of Resolution No. 2022-\_\_\_\_: Approving the allocation of \$1,620,459 of FY 2022-23 Transportation Development Act (TDA) Funds which will be claimed through Solano Transportation Authority September claim and TDA Matrix through the Metropolitan Transportation Commission for FY 2022-23 – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
22. Council Consideration of Resolution No. 2022-\_\_\_\_: Authorizing the City Manager to enter into an agreement for two years with Solano Transportation Authority for transit management services, compliance, finance tasks and staffing estimated to be at \$50,000 annually; and Authorizing the City Manager to have Solano Transportation Authority release an RFP for Operations and Maintenance of the Suisun Transit Services, estimated to be \$560,000 annually; and Authorizing the City Manager to purchase two transit vans for the Suisun City Microtransit Program, estimated at \$140,000 – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

**REPORTS: (Informational items only)**

23. Non-Discussion Items

**ADJOURNMENT**

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  - Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

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

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

# Proclamation



**WHEREAS**, suicide is the 12<sup>th</sup> leading cause of death in the United States, and 3<sup>rd</sup> leading cause of death for ages 10-19, and the 2<sup>nd</sup> leading cause of death for ages of 20 to 34; on average there are 130 suicides per day in the U.S., and in 2020 there were 45,979 suicide deaths and an estimated 1.20 million suicide attempts in the U.S. (American Foundation for Suicide Prevention); and

**WHEREAS**, in 2021 there were 54 suicide deaths in Solano County which represented an 8% increase from 2020; 76% of the individuals who died by suicide were male; 54% of the suicide deaths were adults ages 30-59, 24% were seniors, 17% were 19-29, and 4% of the suicide deaths were ages 0-18; 74% of the suicide deaths were Caucasian residents, 13% Asian American/Pacific Islander, 6% Latino/Hispanic, 5% African American, and 2% Native American. In the first 6 months of 2022 there have already been 31 suicide deaths (Solano County Sheriff Coroner's Office); and

**WHEREAS**, in 2021 Suisun residents accounted for 6% of the total suicide deaths in Solano County (Solano County Sheriff Office Coroner Bureau); and

**WHEREAS**, LGBTQ+ youth seriously contemplate suicide at almost 3 times the rate of heterosexual youth and LGBTQ+ youth are more than 4 times as likely to have attempted suicide than their peers, Trans people are 12 times more likely to attempt suicide than the general public, and at least one LGBTQ youth attempts suicide every 45 seconds (American Psychiatric Association, NAMI, and The Trevor Project); and

**WHEREAS**, suicide is a preventable national, state, and local public health problem and no single suicide prevention program or effort will be appropriate for all populations or communities; and

**WHEREAS**, Solano County Behavioral Health in partnership with the Solano County Suicide Prevention Committee and the community continue to strive to impact change by saving lives and envisioning a suicide free community achieved through education and trainings, stigma reduction efforts, collaboration with partners, and the provision of resources to combat suicide.

**NOW, THEREFORE**, I, Alma Hernandez, do hereby proclaim the week of September 4-10, 2022 as

## “NATIONAL SUICIDE PREVENTION WEEK 2022”

in Suisun City and encourage all residents of Suisun City to learn more about promoting mental health wellness and the detection and prevention of suicide.

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

\_\_\_\_\_  
 Alma Hernandez, Mayor Pro Tem

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

DATE: August 16, 2022

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

# Proclamation



**WHEREAS**, since 1997 the Sudie M. Smith's family has bestowed a memorial scholarship in the honor of Sudie M. Smith through the Assist-A-Grad Scholarship Program to assist youth in our community pursuing a career in healthcare or medicine; and

**WHEREAS**, for 25 years the Sudie M. Smith Foundation has supported the educational journey of students at Armijo High School, which is part of the Fairfield-Unified School District where students from Suisun City attend; and

**WHEREAS**, the Sudie M. Foundation plays a significant role in helping grow a pipeline of diverse talent in our local healthcare system to support the diverse needs of our community; and

**WHEREAS**, studies show that a diverse workforce in the health care industry can result in many positive benefits which include improved communication, better patient satisfaction, and stronger patient relationships which can lead to healthier communities; and


**WHEREAS**, on August 13, 2022 the Sudie M. Smith Foundation celebrates 25 years of dedicated service through scholarships for students pursuing higher education in the medical field.

**NOW, THEREFORE**, I, Mayor Pro Tem Alma Hernandez, do hereby proclaim August 13, 2022, as

## “SUDIE M. SMITH FOUNDATION DAY”

in the City of Suisun City and encourage all Suisun City residents to recognize the positive impact the Sudie M. Smith Foundation has had in the quality of life for students and our community.

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

  
 Alma Hernandez, Mayor Pro Tem

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

DATE: August 13, 2022

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## AGENDA TRANSMITTAL

**MEETING DATE:** August 16, 2022

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**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 September 14, 2022.

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**FISCAL IMPACT:** None.

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**STRATEGIC PLAN:** Provide Good Governance.

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**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.

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**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.

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**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 September 14, 2022.

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**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 September 14, 2022.

**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 SEPTEMBER 14,  
2022.**

**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

1 legislative body of the City finds that meeting in person would present imminent risk to the  
2 health and safety of attendees; and

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

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

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

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

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

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

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

1        Section 5. The City Manager and legislative bodies of the City are hereby authorized  
2 and directed to take all actions necessary to carry out the intent and purpose of this Resolution  
3 including, conducting open and public meetings in accordance with Government Code section  
4 54953(e) and other applicable provisions of the Brown Act.

5        Section 6. This Resolution shall take effect immediately upon its adoption and shall be  
6 effective until the earlier of (i) September 14, 2022, or (ii) such time the Council adopts a  
7 subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the  
8 time during which the legislative bodies of the City may continue to teleconference without  
9 compliance with Government Code section 54953(b)(3).

10        **PASSED AND ADOPTED** at the Regular Meeting of the City Council of the City of  
11 Suisun City duly held on August 16, 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 16<sup>th</sup> day of August 2022.

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Anita Skinner  
City Clerk

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## AGENDA TRANSMITTAL

**MEETING DATE:** August 16, 2022

---

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2022 - \_\_\_\_: Authorizing the Purchase of 31 Sets of Structural Firefighting Turnouts from Allstar Fire Equipment Inc. in an amount not to exceed \$98,000.00.

---

**FISCAL IMPACT:** The purchase outlined in this staff report was anticipated and included in the current year budget, and does not represent any increase in costs to the City.

---

**STRATEGIC PLAN:** Ensure Public Safety.

---

**BACKGROUND:** Structural firefighting Personal Protective Equipment (PPE) also known as turnout gear is essential equipment for firefighters. Structural PPE must be durable, tough, fitted and remain comfortable for firefighters to respond to many different types of incidents throughout their career; turnout gear provides physical and thermal protection while at structure fires and other emergencies.

A set of turnouts consist of a coat and pants. Turnouts are worn by on-duty personnel almost every day when responding to emergency incidents. Most firefighters are assigned 2 sets of turnouts: one primary set (newest) and one backup set (older). A majority of the firefighters do not have a 2<sup>nd</sup> set of turnouts yet. The primary set is worn for day-to-day firefighting and rescue operations. The backup set is used if the primary set requires cleaning/decontamination or is damaged. Repairs are completed by a third-party vendor, so if there is damage to the primary set, the firefighters may be unavailable for several weeks throughout the year to respond while their primary set is being repaired.

The standards for Firefighter Protective Clothing are set by the National Fire Protection Association (NFPA) 2020 NFPA 1851, 10.1.2: “Structural firefighting ensembles and ensemble elements shall be retired in accordance with 10.2.1 or 10.20.2, no more than 10 years from the date the ensembles or ensemble elements were manufactured.” Many of the sets are approaching the 10-threshold resulting in noncompliance of the NFPA standard. Furthermore, a number of Reserve Firefighters do not have a dedicated second set of turnouts. If approved the purchase will allow the department to move the current primary set of gear to the backup set. The current back up set will be placed out of service.

---

**STAFF REPORT:** The department has dedicated many hours to researching vendors, turnout fabricators, and cost points. The department conducted a 2-year wear test to ensure the durability and reliability of the PPE that was selected. AllStar Fire Equipment was chosen, not only for the exceptionally fast production time, but also for the low-cost point without sacrificing quality. Allstar is the only vendor that can sell Lion Turnouts in the area. A sole source letter is attached. In recent years the cost of turnout gear has risen astronomically and the price of turnouts the department is currently utilizing has increased by 35%. The purchase of these turnouts will allow the fire

---

**PREPARED BY:**  
**REVIEWED AND APPROVED BY:**

Greg Renucci, Acting Fire Chief  
 Greg Folsom, City Manager

department to be in compliance with the 2020 NFPA standards, as well as provide our firefighters with the outer protective gear necessary to do their job safely.

---

**RECOMMENDATION:** Staff recommends that Council approve the purchase of 31 sets of Structural Firefighting PPE from Allstar Fire Equipment Inc.

---

**ATTACHMENTS:**

1. Resolution: Council Adoption of Resolution No. 2022 - \_\_\_\_: Authorizing the Purchase of 31 Sets of Structural Firefighting Turnouts from Allstar Fire Equipment Inc. in an amount not to exceed \$98,000.00
2. Allstar Fire Equipment Quote
3. Allstar Fire Equipment – Suisun City revised spec.
4. Allstar and Lion Sole Source Letter

**RESOLUTION NO. 2022 –**

**A RESOLUTION AUTHORIZING THE PURCHASE OF 31 SETS OF STRUCTURAL  
FIREFIGHTING TURNOUTS FROM ALLSTAR FIRE EQUIPMENT INC. IN AN  
AMOUNT NOT TO EXCEED \$98,000.00**

**WHEREAS**, the fire department has identified a need to purchase 31 replacement sets of structural firefighting turnout; and

**WHEREAS**, the department recommends the Lion V-Force model for purchase; and

**WHEREAS**, Allstar Fire Equipment Inc. was chosen after careful research; and

**WHEREAS**, funds have been appropriated in the FY 2022-2023 budget in the Fire Facility & Equipment Impact Fees Fund 310 to support the proposed purchase; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the City Council of the City of Suisun City authorizes the purchase of 31 sets of structural firefighting turnout from Allstar Equipment Inc. in an amount not to exceed \$98,000.00; and

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to enter into any agreement or take such actions as may be necessary to implement the Council's actions.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, August 16, 2022, by the following vote:

**AYES:** Councilmembers: \_\_\_\_\_  
**NOES:** Councilmembers: \_\_\_\_\_  
**ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

**WITNESS** my hand and the seal of said City on this 16<sup>th</sup> of August 2022.

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

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12328 Lower Azusa Road  
Arcadia, CA 91006  
(626) 652-0900

2552 Barrington Court  
Hayward, CA 94545  
(510) 887-6295

**REVISED**  
**Quote**  
**SCFD0707-31**

Requested by  
Mark Preisendorf

Bill To: Suisun City Fire Dept  
Greg Renucci

Ship To:

Phone:

Email:

Date		Date Required	Cust. Order #	Tax Exempt #	Terms	F.O.B.	Salesperson	Ship Via
7/19/2022			QUOTE		Net 30	Origin	Ferry	Drop Ship
Quantity	U/M		Description				Price	Amount
31	EA		LION® Turnout V-Force® Bi-Swing Coat. Outer Shell Material <b>7oz PBI®</b> Max, BLACK <b>C7 Center Cut Liner</b> , Glide Ice™, Araflo®, CROSSTECH® BLACK (Type 2F). Per Suisun City FD Custom Spec.				1,689.00	52,359.00
31	PR		LION® Turnout V-Force® Pants, Outer Shell Material <b>7oz PBI®</b> Max, BLACK <b>C7 Center Cut Liner</b> , Glide Ice™, Araflo®, CROSSTECH® BLACK (Type 2F). Per Suisun City FD Custom Spec.				1,209.00	37,479.00
						Subtotal		\$89,838.00
						Sales Tax	8.375%	\$7,523.93
						Freight		\$0.00
						<b>Total</b>		\$97,361.93

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**ON BEHALF:**

Allstar Fire Equipment

**FOR:**

Suisun City FD - Revised

6/15/22:

Change belt to BL063 Aeroscape Escape Belt  
Change loops to BL079 and BL007

Change pant belt loops to BL007 3 ea. 4" wide loops.

6/23/22 - Correct p/n for trim at bottom of tail.  
Add EM5 Am. Flag to right sleeve.

7/2/22 - Replace Aeroscape belt with standard V-Force belt.

Description	MFGR Part #
Custom Turnout Coat - 2022	
<b>Coat Model / Design</b>	<b>V-Force® Coat</b>
LION® Turnout V-Force® Coat	
<b>Coat Model / Design</b>	<b>CVFM-32</b>
32" Male V-Force® Coat	
<b>Coat Liner &amp; Moisture Barrier</b>	<b>K7 - Traditional</b>
Traditional Liner, Glide Ice™ face cloth quilted to DWR treated 2.3 oz NOMEX®/Kevlar® spunlace & DWR treated 1.5 oz AraFlo®, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane	
<b>Coat Inner Yoke Reinforcement</b>	<b>LJR225</b>
(Std) Semper Dri® front and back yokes sewn to coat thermal liners. (RM1377-059) (V-Force)	
<b>Coat Water Well</b>	<b>CLW227Z</b>
Chambray DWR 2-Layer AraFlo E89 Quilt with Chambray face cloth//Pajama Check CROSSTECH with 1" elastic wrist shield. Waterwell with thermoplastic zipper - pull side sewn to coat liner sleeves. - V-Fit	
<b>Coat Wristlets</b>	<b>CLW767</b>
6" isodri wristlet sew to liner system with 5/8"x4 3/4" nomex webbing thumbloop. 1" spacing between bartacks. Thumbloop centered on front liner sleeve and sewn inside of wristlet.	
<b>Coat Outer Shell Material</b>	<b>7oz PBI® Max Black</b>
PBI® Max, 7.0 oz., Black	
<b>Reflective Trim</b>	<b>CT124RNY</b>
3" NFPA Yellow Oralite Non Perforated Triple Trim for V-Force	

Description	MFGR Part #
-------------	-------------

### **Drag Rescue Device** **BHS020**

(Std) DRD: Firefighter Recovery Harness with 2"welt and 4.5x3.25" round flap, 1 piece 1.5x2" loop for harness storage, 1 piece 1x3.5" loop on shell for flap closure, 1 piece 1x3.5" hook on flap, 1 piece 1.5x2" hook on harness with 1 piece 2x2" loop inside shell above chest trim for harness strap, 1 pair 1x3.5"selffabric straps w/1x2" hook and loop. The loop handle shall have a silver retro-reflective LION logo patch.

### **Coat Shell Attachment** **CSA711**

5- .5x2" self fabric straps with end bartacked to shell and opposite end loose with 1 female non-logo snap. 1 strap at center back, 1 at each sideseam, and 1 centered between each sideseam and middle back hem. 5 male snaps on liner to align with the female snaps. (Can only be used where liner is within 1" of outer shell.) - For CTP002 or CTP003 and V-Force

### **Coat Collar** **CR236Z**

3" split self fabric collar with CROSSTECH® PJ lined. 2 pieces 1x3" hook on each end inside, thermoplastic zipper - pull side set along top edge for attachment to liner. 1.5x4" hook&loop with x-stitch for front closure. V-Fit

### **Collar Flashing** **CLF221Z**

3" Self fabric, PJ CROSSTECH lined split collar with 2 pieces 1x3" loop on moisture barrier, thermoplastic zipper - pin side set along top edge for attachment to shell. Use with CR236Z & CR237Z

### **Liner Inspection System** **CLO208**

(Std) Coat liner inspection system located at center right front of liner, with 1x4" loop. V-Fit coats

### **MISC. Fasteners** **MF020**

(Std) 1.5x5" hook sewn to right front shell for the Coat Liner Inspection System - V-Fit

### **Coat Cuff Reinforcement** **CC711Z-BLK**

Black Poly-Coated Aramid Cuff Reinforcements with thermoplastic zipper - pin side - V-Fit

### **Zipper Interface**

Collar and Cuff Zipper Interface

### **Coat Elbow Reinforcement** **EB511**

Contoured self fabric elbow patch-no padding, V-Fit

### **Coat Shoulder Reinforcement** **SC715**

(Std) Self fabric shoulder caps

### **Coat Closure System** **SF245**

2.5" Stormflap (square corners) w/ 2 layers self-fabric & 1 layer Gore RT7100 PTFE, thermal plastic zipper in, 1.5" hook & loop out (zipper in, loop on coat front, \*\*\*\*hook on stormflap\*\*\*\*) w/ PCA tab for V-Fit coat

Coat Pockets

Description	MFGR Part #
-------------	-------------

**Turn-Out Pockets** **FBP985**

(2) 10x6x2" Full bellow pocket w/ KEVLAR® twill fully lined all 4 sides, 1 pc. 1x9" loop on pocket & 2 pcs. 1.5x2" hook on flap. Flap to measure 4x12".

**Item Location for Above**

Front bottom- Left & Right

**Turn-Out Pockets** **RP803**

3.5x9x3" radio pocket with poly cotton fully lined all 3 sides inside pocket and flap, 1 piece 2x2" loop on pocket, 1 piece 2x3" hook on flap, antenna notch on flap.

**Item Location for Above**

Chest Left

**Coat Tail Panel** **CTP002**

\*\*\* ADD CTPL \*\*\* 6.5" Coat Tail Panel for coat shell. (For all coats except Reliant) - Can't have both 3" Trim and 3" Lettering

If you are putting a velcro patch on this part, you will need to use LPV24

Due to the design of this extended panel, the tail panel requires CSA tabs to prevent the liner from rolling up the inside of the coat. Please select a CSA711 or 713 part for this requirement.

**Coat Tail Panel** **CTPL6K7**

6.5" Coat Tail Panel for coat liner. Glide 2 Layer AraFlo quilt/Pajama Check CROSSTECH. (K7) - (For all coats except Reliant)

>>>>>> ORDER ENTRY NOTE: THIS PART # IS AUTOMATICALLY SELECTED WHEN THE CTP002 IS SELECTED.

**Emblem** **EM5**

2x3" American Flag Emblem (Stars on upper right corner)

**Item Location for Above**

Sleeve Right

**Flashlight Strap** **FLS558**

2x10" self fabric strap with 1 piece 2x3" hook on one end & 1 piece 2x3" loop on the other end, strap to be X-stitched to shell & bartacked in all 4 corners of X-stitch.

**Item Location for Above**

Right Chest - Directly above chest trim

**Sewn On Lettering** **LTRP3YNS**

Sewn On 3" Lime/Yellow Oralite Diamond Plated Letters (each line) 6 - 12 Alpha Numeric Name Characters

>>> 2" LETTERING WILL BE USED TO FIT LONGER NAMES IF NEEDED <<<

**Lettering**

Lettering shall be SUISUN CITY\_\_\_\_\_

**Location for Lettering**

Arched on yoke

Description	MFGR Part #
-------------	-------------

**Lettering Patches** **LP15**

4x15" 1 line letter patch

>>> WHEN USED 1" ABOVE HEM TRIM W/ 10X10 PKTS, USE LP65 ON SIZES BELOW 36.

**Lettering Patch Attachment** **LPSP1**

Set patch to coat between chest & hem trim or on coat tail panel

**Location for Lettering**

Shall be located \_On tail\_\_\_\_\_

**Sewn On Lettering** **LTRP3YNS**

Sewn On 3" Lime/Yellow Oralite Diamond Plated Letters (each line) 6 - 12 Alpha Numeric Name Characters

>>> 2" LETTERING WILL BE USED TO FIT LONGER NAMES IF NEEDED <<<

**Lettering**

Lettering shall be \_FF Name\_\_\_\_\_

**Location for Lettering**

On above patch

**Reflective Trim** **CTB36RN2Y**

2" Yellow Oralite non perforated trim set horizontal across contoured letter patch, 4 rows lockstitch

**Item Location for Above**

Around bottom of tail

**Mic Tab** **MT503**

1x3" triple layer self fabric mic tab bartacked each end.

**Item Location for Above**

Left Chest above Radio Pocket

**Mic Tab** **MT503**

1x3" triple layer self fabric mic tab bartacked each end.

**Item Location for Above**

Right Chest - 3" above flashlight strap

**Mic Tab** **MT503**

1x3" triple layer self fabric mic tab bartacked each end.

**Item Location for Above**

Storm flap, 4" from top

**Mic Tab** **MT503**

(2) 1x3" triple layer self fabric mic tab bartacked each end.

Description	MFGR Part #
-------------	-------------

### Item Location for Above

(2) Directly behind top of each bellow pocket

### Hanger Loop

HL02

(Std) 5/8" x 4 1/2" Self fabric hangerloop.

Custom Turnout Pants - 2022

### Pant Model / Design

PVFM/F

LION® Turnout V-Force® Pant

### Pant Liner & Moisture Barrier

K7 - Traditional

Traditional Liner, Glide Ice™ face cloth quilted to DWR treated 2.3 oz NOMEX®/Kevlar® spunlace & DWR treated 1.5 oz AraFlo®, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane

### Liner Inspection System

PLO200

(Std) Pant liner inspection system with 1x5" loop located at right side of liner waist.

### MISC. Fasteners

MF018

(Std) 1.5x5" hook sewn to right shell front for the pant liner inspection system.

### Pant Outer Shell Material

7oz PBI® Max  
Black

PBI® Max, 7.0 oz., Black

### Pant Fly Closure

FLY233Z

Sewn on pant FLY with PJ CROSSTECH®, closure thermo plastic zipper inside with 1.5" hook & loop, thermoplastic zipper - pull side underneath moisture barrier for liner attachment V-Fit

PLF004Z

Thermoplastic zippers sewn vertically to thermal liner fly area. Pin side set on left, pull side set on right - V-Fit

### Leg Tabs

LGT000-BLK

(Std) 2 Black Leather leg tabs per leg with non-logo female snaps.

### Pant Knee Reinforcement

KP211-BLK

(Std) Black Poly coated aramid contoured knees with Lite-N-Dri padding. V-fit

### Pant Cuff Reinforcement

PC504-BLK

Black Poly-coated aramid pant cuffs and 3x3.5" kick shield.

### Belts and Harnesses

BHS013

(Std) 2" wide KEVLAR® belt with 2" self-locking thermoplastic buckle with quick release mechanism.

### Belts and Harnesses

BL007

(Std) 3 Belt loops, 4" wide by 3.5" high, 2-layer self-fabric, double stitched to pant shell, bartacked all four corners

Description	MFGR Part #
-------------	-------------

Suspenders

SB342S=01

42" (Regular) EZH H-Back Quick Adjust Non-Stretch Suspenders w/ black Nomex tab, Black.

Belts and Harnesses

BL015

4 Belt loops, 0.5x2.5" self fabric belt loops with bartack on each end, set horizontally on the outside of the waist at the same location as the suspender buttons.

Pant Pockets

Turn-Out Pockets

FBP1054

(2) 10x10x2" Full bellow pocket w/ KEVLAR® twill fully lined all 4 sides inside pocket & Poly-coated aramid 5" up outside on pocket, 1 pc. 1.5x8" loop on pocket & 2 pcs. 1.5x2.75" hook on flap.  
>>> USE FBP1157 FOR SMALL PANTS

Item Location for Above

Thigh - Left and Right

Boot Cut

PMO542

"Boot cut" pant legs.

Reflective Trim

PTC4RN3Y

3" Lime/Yellow Oralite non perforated trim around leg bottoms- 4 rows lockstitch.



July 26<sup>th</sup>, 2022

To Greg Renucci

**Re: LION Authorized & Approved Sole Source Distributor**

Allstar Fire Equipment and LION have experienced a decades' long partnership in proudly supplying the California fire service with the highest quality personal protective equipment. LION is grateful to the high energy and enthusiasm exhibited by the staff at Allstar. Their dedication to the highest standards of service and integrity has developed into their position as the **Sole Source for LION's NFPA compliant LION® brand turnouts and Fire Training Products to the municipal fire service market in California**, including the Lion by Thorogood QR-14 Fire Boots.

Allstar maintains significant inventory and professional sales staff covering the entire state. LION provides state-of-the-art ergonomics in its Janesville® V-Force® turnouts and true innovations such as Isodri®, Semper Dri™, Lite-N-Dri™ and Ventilated Trim™, responding to the needs of the fire service, with focus on metabolic stress reduction, durability, mobility and comfort.

Thank you for your consideration in choosing Allstar and LION for your personal protection requirements.

Sincerely,

*Mike Morris*

Mike Morris  
Distribution Sales Manager  
LION  
206-399-3728  
[mmorris@shur-sales.com](mailto:mmorris@shur-sales.com)

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## AGENDA TRANSMITTAL

**MEETING DATE:** August 16, 2022

---

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2022-\_\_\_\_: Authorize Payment in the Amount of \$37,141.30 to Hi-Tech Emergency Vehicle Service, Inc. for Repairs, Annual Testing and Certification for Ladder Truck 47.

---

**FISCAL IMPACT:** Annual apparatus maintenance is a regular expense included in the Fiscal Year 2022-23 budget, which is sufficient to cover the proposed expenditure.

---

**STRATEGIC PLAN:** Ensure Public Safety

---

**BACKGROUND:** The Fire Department apparatus is required to be tested through National Fire Protection Association (NFPA) standards on an annual basis. While the units are undergoing testing, they are also checked for any mechanical or cosmetic issues. The units are also sent with a list of issues that have been identified by the Fire Department.

---

**STAFF REPORT:** The Suisun City Fire Department takes pride in its fire apparatus by maintaining them in proper manufacturer recommended conditions. The Fire Department conducts the NFPA required annual maintenance and daily vehicle inspections. These safe guards lower vehicle maintenance costs considerably by identifying problems before they become larger and more expensive issues and ensures for firefighter safety and liability mitigation.

This year the annual maintenance for the Ladder Truck totaled \$37,141.30. The original estimate was quoted under \$25,000.00, but unforeseen repairs and modifications increased the cost necessitating Council approval. The ladder truck is an expensive apparatus that has a 100-foot ladder mounted on the top side of the apparatus. This apparatus is necessary due to the commercial structures that exist in Suisun City and the four-story hotels in the city that require ladder access for rescues. The typical cost for a new ladder truck is over \$1.9 million dollars. The current Suisun City ladder truck is a 2008 Ferrara with 29,351 miles. As stated by the consultant from Fitch and Associates who conducted the needs assessment, apparatus after ten years begin to sharply decrease in value while having higher repair costs due to the limited availability of parts and difficulty of service for older custom-built fire apparatus.

---

**STAFF RECOMMENDATION:** It is recommended that the City Council: Adopt Resolution No. 2022-\_\_\_\_; Authorize Payment in the Amount of \$37,141.30 to Hi-Tech Emergency Vehicle Service, Inc. for Repairs, Annual Testing and Certification for Ladder Truck 47.

---

**ATTACHMENTS:**

1. Resolution No. 2022-\_\_\_\_: Authorize Payment in the Amount of \$37,141.30 to Hi-Tech Emergency Vehicle Service, Inc. for Repairs, Annual Testing and Certification for Ladder Truck 47.
2. Hi-Tech EVS Invoice

---

**PREPARED BY:**

**REVIEWED AND APPROVED BY:**

Greg Renucci, Acting Fire Chief  
Greg Folsom, City Manager

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**RESOLUTION NO. 2022-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY TO  
AUTHORIZE THE PAYMENT IN THE AMOUNT OF \$37,141.30 TO HI-TECH EVS  
FOR THE REPAIRS AND NFPA REQUIRED LADDER AND PUMP TESTING FOR  
TRUCK 47.**

**WHEREAS**, Hi-Tech EVS, has been providing mechanical repairs and service to the department for the last 3 years, since the purchase of Engine 47; and

**WHEREAS**, each year all the of the apparatus are sent to Hi-Tech for the annual maintenance, NFPA required testing, and repairs; and

**NOW, THEREFORE**, be it here resolved by the City Council of Suisun City authorizes the payment in the amount of \$37,141.30 to Hi-Tech EVS for the repairs and NFPA required ladder and pump testing for Truck 47.

**PASSED AND ADOPTED** at a regular meeting of said City Council held on Tuesday, the 16<sup>th</sup> day of August 2022 by the following vote:

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

**WITNESS** my hand and the seal of said City this 16<sup>th</sup> day of August 2022.

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

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# Invoice

Attachment 2 Page

Aug 3, 2022

1

Invoice Number

173761

Customer Number

11239

Hi-Tech EVS, Inc.

PO Box 1616  
Oakdale, CA, 95361-1616  
US  
Phone: (209) 847-3042  
Fax: (209) 847-2110

## Sold To:

Suisun City Fire Department  
621 Pintail Dr  
Suisun City, CA 94585-2100  
US

## Ship To:

Suisun City Fire Department  
621 Pintail Dr  
Suisun City, CA 94585-2100  
US

Order No.	Order Date	Job Number	Salesperson	PO Number	Ship Via	Terms
171250	Aug 2, 2022	14595	BENR			Net Due in 30 days

Qty. Ord.	Qty. B/O	Item #	Description	Unit Price	UOM	Extended Price
20.00	0.00	140056-1	HYDRAULIC FLUID AW32	23.41	GALLON	468.20
1.00	0.00	700675-1	12V SOLENOID REPLACEMENT KIT 200-0072-10-0	118.24	EACH	118.24
1.00	0.00	110661-1	JW SPEAKER HEATED LED LOW BEAM HEADLIGHT	339.14	EACH	339.14
112.00	0.00	140700-1	R-134A REFRIGERANT	0.81	OUNCE	90.72
1.00	0.00	110334-1	60R02FRR WHELEN RED LED WARNING	87.81	EACH	87.81
1.00	0.00	300450-1	RADIATOR SIGHT GLASS	16.00	EACH	16.00
1.00	0.00	140061-1	EXT LIFE ANTIFREEZE FLEET CHARGE	27.52	Gallon	27.52
1.00	0.00	1801	46-0743903-17 ASSY CABLE INPUT CONTROL 17"	219.00	EACH	219.00
1.00	0.00	1801	509-435 SANDEN 7H15 NEW R134	391.67	EACH	391.67
1.00	0.00	1801	509-567 SANDEN SD7H15	391.67	EACH	391.67
1.00	0.00	1801	509-550 SANDEN SD7H15 COMPRESSOR	391.67	EACH	391.67
1.00	0.00	1801	02-016G416-00 ASSY PCB EXPANDED	406.00	EACH	406.00
1.00	0.00	1801	714760 CONNECTOR	33.20	EACH	33.20
1.00	0.00	1801	740-2021A KIT REPAIR CYL HYD 7"	358.53	EACH	358.53
1.00	0.00	1801	091-193-12 PP 1200 CHARGER 12V W/DISPLAY	1,150.20	EACH	1,150.20
1.00	0.00	1801	568-330 ORING	3.15	EACH	3.15
2.00	0.00	1801	SRA101-07A-ON-CD SOBRITE SPOT	619.64	EACH	1,239.28
2.00	0.00	1801	SRA101-07A-ON-CD SBRITE SPOT 7K	619.64	EACH	1,239.28
1.00	0.00	1801	335000129 LIGHT MARKER CAB AMBER	43.87	EACH	43.87
2.00	0.00	1801	PSC-342 4" PISTON CROWN SEAL	27.08	EACH	54.16
2.00	0.00	1801	DRTU25-2.00-37 HEAVY DUTY ROD U-SEAL	24.86	EACH	49.72
2.00	0.00	1801	AN-21 WIPER	3.33	EACH	6.66
2.00	0.00	1801	568-342 O-RING	1.86	EACH	3.72
2.00	0.00	1801	575-342 BACK-UP	2.49	EACH	4.98
1.00	0.00	1801	903-700 BLOCK VALVE	31.67	EACH	31.67
1.00	0.00	1801	NAPA GOLD OIL FILTER	6.83	EACH	6.83
1.00	0.00	1306	SHIPPING & HANDLING	526.50	EACH	526.50

Invoice continued on next page ...

BALANCES PAST DUE WILL BE SUBJECT TO A MINIMUM FINANCE CHARGE OF 18% PER ANNUM, OR 1 1/2% PER MONTH

# Invoice

Attachment 2 Page

Aug 3, 2022

2

Invoice Number

173761

Customer Number

11239

Hi-Tech EVS, Inc.

PO Box 1616  
Oakdale, CA, 95361-1616  
US

Phone: (209) 847-3042

Fax: (209) 847-2110

## Sold To:

Suisun City Fire Department  
621 Pintail Dr  
Suisun City, CA 94585-2100  
US

## Ship To:

Suisun City Fire Department  
621 Pintail Dr  
Suisun City, CA 94585-2100  
US

Order No.	Order Date	Job Number	Salesperson	PO Number	Ship Via	Terms
171250	Aug 2, 2022	14595	BENR			Net Due in 30 days

Qty. Ord.	Qty. B/O	Item #	Description	Unit Price	UOM	Extended Price
1.00	0.00	1350	LADDER CERTIFICATION	1,475.00	EACH	1,475.00
1.00	0.00	1310	FUEL	383.41	EACH	383.41
1.00	0.00	1365	PUMP TEST	325.00	EACH	325.00
161.10	0.00	1340	LABOR 1. DRIVER SIDE LIFT CYLINDER LEAKS EXTERNALLY: DISCONNECTED HYD AND ELECT OFF D/S LIFT CYLINDER, REMOVED AND REBUILT LIFT CYLINDER, REINSTALLED. RAN LADDER, CHECKED FOR LEAKS. TOPPED OFF HYD FLUID. 2. LADDER EXT/RET CYLINDERS LEAKING EXTERNALLY ON LEFT SIDE: REMOVED FRONT AND REAR EXT/RET CYLINDER. TOOK APART AND RESEALED CYLINDERS. PUT BACK TOGETHER, ADJUSTED CABLES AND TOPPED OFF HYD FLUID. 3. CHECK AND ADVISE FOR AIR LEAKS ON BRAKE LINES: NO LEAKS FOUND. CHECKED AIR BRAKE LINES. 4. AUTO CHARGER NOT CHARGING: REPLACED. 5. FRONT CAB CLEARANCE LIGHT INOP: INSTALLED AND TESTED NEW LIGHT. 6. ON BOARD COMPRESSOR NOT WORKING WHEN PLUGGED INTO SHORELINE: NEEDS AUTO CHARGER (SEE #4). 7. LED HEADLIGHT BURNED OUT: REPLACED HEADLIGHT. 8. REAR OF TRUCK SAGS AFTER IT SITS FOR A WHILE. LEAK CHECKED AIR BAGS AND CONTROL VALVES. 9. A/C ISSUE: FOUND A/C COMPRESSOR TO NOT HAVE OIL. REMOVED AND TOPPED OFF REFRIGERANT OIL. INSTALLED AND CHARGED SYSTEM. 10. RIGHT REAR WARNING LIGHT INOP:	165.00	HOUR	26,581.50

Invoice continued on next page ...

BALANCES PAST DUE WILL BE SUBJECT TO A MINIMUM FINANCE CHARGE OF 18% PER ANNUM, OR 1 1/2% PER MONTH

# Invoice

Attachment 2 Page

Aug 3, 2022

3

Invoice Number

173761

Customer Number

11239

Hi-Tech EVS, Inc.

PO Box 1616  
Oakdale, CA, 95361-1616  
US

Phone: (209) 847-3042

Fax: (209) 847-2110

## Sold To:

Suisun City Fire Department  
621 Pintail Dr  
Suisun City, CA 94585-2100  
US

## Ship To:

Suisun City Fire Department  
621 Pintail Dr  
Suisun City, CA 94585-2100  
US

Order No.	Order Date	Job Number	Salesperson	PO Number	Ship Via	Terms
171250	Aug 2, 2022	14595	BENR			Net Due in 30 days

Qty. Ord.	Qty. B/O	Item #	Description	Unit Price	UOM	Extended Price
			REPLACED LIGHT ASSEMBLY. 11. TIGHTENED PACKING NUT ON 1ST SECTION. 12. CLEANED WHITE ON LADDER AND LUBED CABLES. 13. REPLACED LIGHT GLASS IN RADIATOR. 14. INSTALLED RIGHT REAR DOOR SEAL. 15. BREATHING AIR SYSTEM IS LEAKING AT FITTING NEAR TANK: RESEALED THREADS. 16. REPLACED SPOT LIGHTS ON LADDER AND BUCKET. ***** FERRARA LADDER S/N: 7H140484 UNIT: T47 MILEAGE: 29065 HR METER: 2617			

## Comments:

\*\* Thank you for your Business \*\*

Subtotal

36,464.30

Total sales tax

677.00

Total amount

37,141.30

Amount due

37,141.30

BALANCES PAST DUE WILL BE SUBJECT TO A MINIMUM FINANCE CHARGE OF 18% PER ANNUM, OR 1 1/2% PER MONTH

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## AGENDA TRANSMITTAL

**MEETING DATE:** August 16, 2022

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**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 Stantec Consulting Services Inc. to Complete the Necessary Environmental Review and Document for a Commercial Project on a Vacant Site Located North of Highway 12, East of Sunset Shopping Center, and West of Snow Drive.

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**FISCAL IMPACT:** There would be no impact to the General Fund. The cost for retaining the firm of Stantec Consulting Services Inc. to perform the environmental work is \$41,168 (\$39,968 for tasks 1-3 and \$1,200 for optional task 7) and is fully borne by the developer/applicant. Additionally, a ten percent contingency has been added to cover any unforeseen issues.

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

---

**BACKGROUND:** A Request for Proposals (RFP) was released and due back to city staff for an environmental review and document preparation services for the Tractor Supply commercial project located north of Highway 12, east of Sunset Shopping Center, and west of Snow Drive. The consultant would complete the environmental review and document (along with associated requirements) while staff processed the project entitlements. Staff sent the RFP, including the anticipated scope of work, to the list of qualified consultants (AECOM, Stantec, First Carbon Solutions, and Rincon).

Two consulting firms proposed:

- Rincon Consultants, Inc; and
- Stantec Consulting Services, Inc.

Proposals were reviewed and any follow-up questions or clarifications were sent to the consultants for response. Following complete responses, Stantec Consulting Services Inc. was determined to be the top-ranking proposer due to their approach and timeliness in completing the work.

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**STAFF REPORT:** Stantec will undertake the following tasks, as explained below, to complete the scope of work. Details regarding each task can be found in Attachment 2 of this staff report:

- Task 1: Project Initiation and Project Description.
- Task 2: Prepare Administrative Draft Modified Initial Study, Screencheck Modified Initial Study, and "Final" Modified Initial Study
- Task 3: Project Management and Meetings (with city staff).
- Optional Task 7: Virtual Meeting Attendance (up to two Public Meetings.)

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

John Kearns, Principal Planner  
 Jim Bermudez, Development Services Director  
 Greg Folsom, City Manager

In addition, the developer has indicated that Optional Task 6 may be added to the scope of work at a future date in the event that AB52 issues arise.

As shown in the Proposed Work Schedule, below, the consultant anticipates completing the work through a “Final” modified Initial Study within 10 weeks of project initiation.

Work Product / Milestone	Estimated Completion (Weeks)
Receipt of Fully Executed Contract	Week 1
Project Kick-off Meeting	Week 1
City Reviews/Approves Draft Project Description	Week 2
Stantec Prepares Admin Draft Modified Initial Study and Technical Analyses <sup>1</sup>	Weeks 3 - 5
City Reviews Admin Draft Modified Initial Study	Week 6
Stantec Revises and Submits Screencheck Modified Initial Study to the City <sup>2</sup>	Weeks 7 - 8
City Reviews Screencheck Modified Initial Study	Week 9
Stantec Prepares “Final” Modified Initial Study	Week 10
Public Hearing(s)	TBD
<sup>1</sup> Assumes no changes to the Project upon finalization of the Project Description in Week 2 and that no optional tasks would be required. <sup>2</sup> Assumes City reviews Modified Initial Study and not a third-party consultant.	

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**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 Stantec Consulting Services Inc. to Complete the Necessary Environmental Review and Document for a Commercial Project on a Vacant Site Located North of Highway 12, East of Sunset Shopping Center, and West of Snow Drive.

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**ATTACHMENTS:**

1. Council Resolution No. 2022-\_\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement on the City’s Behalf with Stantec Consulting Services Inc. to Complete the Necessary Environmental Review and Document for a Commercial Project on a Vacant Site Located North of Highway 12, East of Sunset Shopping Center, and West of Snow Drive.
2. Stantec Consulting Services Inc. Proposal.

**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  
STANTEC CONSULTING SERVICES INC. TO COMPLETE THE NECESSARY  
ENVIRONMENTAL REVIEW AND DOCUMENT FOR A COMMERCIAL  
PROJECT ON A VACANT SITE LOCATED NORTH OF HIGHWAY 12, EAST OF  
SUNSET SHOPPING CENTER, AND WEST OF SNOW DRIVE.**

**WHEREAS**, a development application has been received for a commercial project on a vacant site located north of Highway 12, east of Sunset Shopping Center, and west of Snow Drive that 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 environmental 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 for the project; and

**WHEREAS**, two proposals were received and thoroughly reviewed and the proposal from Stantec Consulting Services, Inc. was determined to be the top-ranking proposer due to their approach and timeliness in completing the work.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City authorizes the City Manager to execute a Professional Services Agreement on the City's behalf with Stantec Consulting Services Inc. to Complete the Necessary Environmental Review and Document for a Commercial Project on a vacant site located north of Highway 12, east of Sunset Shopping Center, and west of Snow Drive in the amount of \$41,168 plus a ten percent contingency.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 16<sup>th</sup> day of August 2022 by the following vote:

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

**WITNESS** my hand and the seal of said City this 16<sup>th</sup> day of August 2022.

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

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**Stantec Consulting Services Inc.**  
1340 Treat Boulevard, Suite 300, Walnut Creek, CA 94597-7966

June 21, 2022

**Attention: John Kearns**

Principal Planner

City of Suisun City

**Submitted electronically:** [jkearns@suisun.com](mailto:jkearns@suisun.com)

Dear Mr. Kearns,

**Reference: CEQA Proposal for the Tractor Supply Company Project – Suisun City, California**

At your request, Stantec Consulting Services Inc. (Stantec) has prepared this scope of work to prepare a Modified Initial Study pursuant to Sections 15162, 15168, and/or 15183 of the California Environmental Quality Act (CEQA) Guidelines, for the proposed Tractor Supply Company Project (Project) in Suisun City (City), California.

Stantec has an exemplary history of producing objective, cost-effective, and timely CEQA documents for similar projects, utilizing the same CEQA approach. Our first-hand knowledge of the potential environmental and legal challenges your Project will face have allowed us to analyse a range of CEQA approaches for your Project and recommend preparation of a Modified Initial Study for the Project. By way of background, under Section 15162, 15168 and/or 15183 of the CEQA Guidelines, where a project is consistent with the use and density established for a property under an existing general plan or zoning ordinance for which the city has already certified an environmental impact report (EIR), no additional environmental review is required "except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site."

If these requirements are met, the examination of environmental effects is limited to those which the agency determines, in an initial study or other analysis:

- 1) Are peculiar to the project or the parcel on which the project would be located,
- 2) Were not analyzed as significant effects in a prior EIR on the zoning action, general plan or community plan with which the project is consistent,
- 3) Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action, or
- 4) Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR. (CEQA Guidelines Section 15183(b).)

We have reviewed the City's 2035 General Plan and its General Plan EIR, as well as the Project information and technical studies provided by the City on June 6, 2022. Based on review of the preliminary Project Description provided by the City and Hilbers Inc. (the Applicant) as part of the City's request for proposal, the Project's land use and development assumptions are consistent with the City's 2035 General Plan and zoning, assuming reliance on the General Plan Policy CCD-5.1, encouraging infill development of

June 21, 2022  
John Kearns  
Page 2 of 15

**Reference:** CEQA Proposal for the Tractor Supply Company Project – Suisun City, California

vacant or underutilized properties, through entitlement streamlining, flexibility in development standards, fee structures, and other incentives, in identified Opportunity Areas, as the proposed Project site is located in the South Sunset Avenue Opportunity Area. The CEQA document will rely, in part on the approved City of Suisun City 2035 General Plan and its accompanying General Plan EIR, certified by the City in 2015. These documents will serve as the basis to determine if Project-specific impacts will occur that are not adequately covered in the previously certified EIRs.

As the Modified Initial Study analysis would rely on the City's General Plan EIR, it would be reviewed under the substantial evidence standard making it a more legally defensible document than a standard initial study mitigated negative declaration (ISMND), which can be challenged under the fair argument standard. We anticipate the Project-specific impacts will be adequately addressed with implementation of mitigation measures and/or policies previously identified in the City's General Plan EIR. However, should the Project require mitigation measures beyond those identified in the General Plan EIR, an ISMND will be prepared for the Project and a supplemental scope of work will be provided for authorization.

Stantec is committed to maintaining the necessary infrastructure of credible and highly capable environmental experts to assist you with the Project. Our team is experienced in preparing CEQA documentation for unique projects that require new and forward thinking to evaluate project impacts; but what separates the Stantec team is our focus on the communities in which we live. As such, we can provide seamless and flexible consultant services to accommodate expedited project processing, expansive public outreach programs, and advanced understanding of the Project region to help ensure the Project remains on schedule and within budget. Stantec looks forward to preparing the Modified Initial Study on behalf of the City and we encourage you to reach out if you have any questions or concerns, upon review.

## Introduction

As depicted on the Project site plans and presented in the Project-specific data provided by the City and the Applicant, the Project would involve the construction and operation of a Tractor Supply Company retail center, with outdoor sales yards, supporting surface parking lot with 94 parking spaces and on-grade truck delivery docks at the rear of the property. The Project site situated on an 8.29-acre currently vacant/undeveloped lot, located immediately north of Highway 12, between Sunset Avenue and Snow Drive (between the 7 Eleven/76 fueling station and residences). The proposed Project would develop a single-story, 22,135-square-foot retail space (approximately 30 feet in height), including supporting surface parking and landscaping.

Entrance to the site would be via two entry points: the primary entry point will be off Sunset Avenue, north of Highway 12, via a driveway located between a McDonald's and a Taco Bell restaurant. The second access point is off Highway 12, between the Chevron and the 7 Eleven/76 fueling stations. The Project site consists of Assessor's Parcel Numbers (APNs) 0173-390-160 and 0173-390-180, and a Tentative Parcel Map is proposed to subdivide the 8.29-acre parcel site.

Based on the Project location and nearby land uses, and a precursory review of the City's 2035 General Plan EIR Stantec assumes the Project should qualify for a Modified Initial Study, which would allow for complete environmental review for successful CEQA compliance.

Design with community in mind

June 21, 2022  
John Kearns  
Page 3 of 15

**Reference:** CEQA Proposal for the Tractor Supply Company Project – Suisun City, California

On behalf of the City, Stantec will prepare a CEQA-compliant Modified Initial Study that will include: (1) Project Information and a Project Description; (2) overall environmental impacts; (3) discussion of any significant and cumulative impacts; (4) discussion of policies and mitigation measures as identified in the City's General Plan EIR necessary to reduce any significant impacts; and (5) Notice of Determination for the Initial Study.

Stantec will review and use information be provided by the City and the Applicant in preparing the Modified Initial Study, including, but not limited to:

- Applicant provided Project Description
- Entitlement Set
- Elevations and Site Plans
- Tentative Parcel Map
- Preliminary Grading Plans
- City Application
- Tentative Parcel Map Application
- Written Statements
- Air Quality and Greenhouse Gas Study
- Cultural Report
- Biological Resources Assessment Report
- Noise Study
- Geotechnical Report
- Traffic Assessment

Under our scope of work, Stantec will prepare the Project Description and the Modified Initial Study. Stantec assumes that all Applicant provided technical studies will be adequate for use in CEQA documentation and that they would be consistent with the provisions of the 2035 General Plan and the General Plan EIR, incorporating corresponding General Plan EIR mitigation measures, as applicable. Optional tasks will include attendance of hearings, AB 52 Consultation assistance, and peer review of Applicant provided technical reports. Stantec's documentation will meet CEQA requirements in order to withstand public scrutiny, be completed in a timely manner, will be accomplished as efficiently and effectively as possible, and be legally defensible in the event of a judicial challenge.

### **Summary of Deliverables**

- Draft Project Description: digital copy (Microsoft Word)
- Administrative Draft Modified Initial Study: digital copy (Microsoft Word)
- Screencheck Modified Initial Study: digital copy (Microsoft Word)
- "Final" Modified Initial Study to Applicant and the City: one digital copy (Microsoft Word and searchable built PDF)
- Project Management and Meetings
- Optional Tasks include attendance of hearings (virtual), AB 52 consultation assistance, and peer review of six (6) technical reports.

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June 21, 2022  
John Kearns  
Page 4 of 15

**Reference:** CEQA Proposal for the Tractor Supply Company Project – Suisun City, California

## Stantec Project Team

We understand the value of assigning quality leadership and experienced resources staff to complete projects within schedule and budget.

We have assembled a Project team that will provide a wide range of cost-effective, timely, high-quality technical services that meet environmental regulations and agency requirements. The selection of team members was based upon four key factors:

- Technical expertise in issue areas of concern to the City
- Prior experience with similar projects around the City
- Demonstrated ability to comply with schedule constraints
- Demonstrated ability to effectively communicate and present technical information to the public

Our Project team includes experts in key environmental fields who provide the technical credibility to successfully produce the necessary technical studies and finalize a comprehensive environmental document. Professional technical analyses are essential to ensure the environmental document is deemed credible, objective, and technically sound in the eyes of the lead agency and the public.

Of equal importance to the technical ability of the team members is their previous experience working on complex projects involving substantial public and stakeholder input, which helps the team produce the highest quality work product.

Key strengths associated with Stantec's Project team include:

- Established working relationships between team members
- Technical expertise in areas specific to the Project
- Ability to assign key management and senior staff immediately upon contract award with the intent of meeting the schedule requirements

Brief descriptions of the Project management team and the CEQA technical team are provided in the following paragraphs.

### Project Management Team

#### Principal in Charge – Trevor Macenski

Trevor is a Senior Principal and the United States West Environmental and Urban Planning Practice Lead for Stantec's Community Development division. As an environmental scientist with advanced understanding of land use planning, he specializes in developing comprehensive environmental compliance strategies for complex, multi-component development projects from environmental and land use-based siting to impact assessment, and agency permitting through construction. Trevor focuses on complex and controversial projects under federal and state laws.

Design with community in mind

June 21, 2022  
John Kearns  
Page 5 of 15

**Reference:** CEQA Proposal for the Tractor Supply Company Project – Suisun City, California

Trevor brings a creative problem-solving approach to his role as a liaison between the various participants in the planning, permitting, and project development process, including project sponsors, engineers, attorneys, lead and responsible agencies, and concerned community groups. He is experienced with public involvement processes and is a skilled public presenter. Trevor has authored over 150 CEQA documents including 25 EIRs and has worked on two published CEQA cases. As an experienced environmental impact assessment practitioner and educator, Trevor served as adjunct faculty at the University of California, Davis, teaching environmental impact assessment methodologies; he is on the Association of Environmental Professionals: Advanced CEQA Practitioners List, which allows him to teach concerning annual statewide CEQA updates, and he is a City Council Member for the City of Benicia.

### **Project Manager – Anna Radonich**

Anna contributes analytical work products documenting CEQA compliance for agency decisions related to urban development, redevelopment, and infill projects. As an experienced urban and environmental planner, she synthesizes, reformats, and adapts knowledge generated by Stantec investigations for the specific needs of cities' planning and CEQA compliance efforts for planning applications for infill projects, affordable housing projects, mixed-use and residential housing projects, and city-sponsored infrastructure projects within the community. She has experience coordinating regulatory review and compliance, including facilitating public engagement, participating in regulator proceedings, and tracking compliance requirements. Anna is also a Planning Commissioner for the City of Lafayette.

### **Deputy Project Manager – Christine Abraham**

As an environmental consultant with experience in environmental review, environmental permitting and CEQA compliance documentation, Christine has prepared and managed all levels of CEQA documentation, from notices of exemption and initial studies in support of MNDs to EIRs. She has led multidisciplinary teams for projects both public and private clients and highly complex and controversial projects. In addition to document preparation, Christine draws from her legal background to provide a thorough peer review of environmental documents to ensure defensibility, as well as engaging in litigation support when needed.

### **Quality Assurance/Quality Control – Kaela Johnson**

Kaela is an environmental planner with experience in environmental planning, permitting, and compliance. As an environmental scientist with an understanding of land use planning, Kaela has experience in environmental compliance strategies for land use and local development projects in both the public and private sectors. She has provided technical support for preparing CEQA and NEPA compliance documents for various local, state, and federal projects. Kaela has experience in conducting environmental constraints analyses, visual impact analyses and assessments, due diligence investigations, and ambient noise monitoring surveys in support of local community development and city-sponsored projects, as well as large-scale renewable energy projects. Her experience includes CEQA and NEPA, land use, and entitlement processing. Kaela also specializes in GIS and has prepared maps and graphics to support multiple CEQA and NEPA documents.

June 21, 2022  
John Kearns  
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Reference: CEQA Proposal for the Tractor Supply Company Project – Suisun City, California

## Scope of Work

### Task 1: Project Initiation and Project Description

Once contract approval between the City and Stantec has been received, Stantec will initiate Project activities, working closely with City staff to ensure the development of a detailed Project description in compliance with the City's expectations. Such objectives include providing a Project description that will discuss the Project setting, background, and objectives in sufficient detail to demonstrate that the Project would blend with the surrounding natural environment and allow the public to provide input at public meetings and provide meaningful comments on the environmental consequences of the Project.

Stantec and City staff will have one kick-off meeting to review Stantec's scope of work and get a better understanding of the Project. To maximize efficiency, Stantec also proposes that the kick-off meeting agenda include but not be limited to the following action items:

- Introduce and establish lines of communication among Project team members and identify roles and responsibilities.
- Identify, discuss, and revise, as necessary, the scope, methodology, content, approach, and schedule for completion.
- Review/refine the Project objectives (CEQA).
- Discuss the schedule for providing information to Stantec for documents required for preparation of the ISMND.

Within a week of the kick-off meeting, Stantec shall prepare and submit any revisions to the statement of work based on feedback from the City.

#### Deliverable

- Draft Project Description: digital copy (Microsoft Word)

### Task 2: Prepare Administrative Draft Modified Initial Study, Screencheck Modified Initial Study, and “Final” Modified Initial Study

Stantec will develop an Administrative Draft Modified Initial Study, Screencheck Modified Initial Study, and a “Final” Modified Initial Study including a Project Description; General Plan policies and General Plan EIR mitigation measures, if significant impacts are identified, which will reduce potentially significant impacts to a less than significant level(s); figures; and required resource sections (described below) in accordance with CEQA and the CEQA Guidelines. The Modified Initial Study will evaluate the potential Project impacts on the resource areas covered under CEQA consistent with the resources analyzed in the City's 2035 General Plan EIR.

Our team will compile all sections of the document, including figures and appendices, and will conduct a thorough internal senior review by the Project Manager, quality assurance / quality control review, and

June 21, 2022  
John Kearns  
Page 7 of 15

**Reference:** CEQA Proposal for the Tractor Supply Company Project – Suisun City, California

editorial review to ensure an appropriate level of technical content, readability, and consistency prior to submittal to the City for review.

The Modified Initial Study serves to evaluate whether the environmental impacts of the Project are adequately addressed in the City's General Plan EIR. This Modified Initial Study indicates whether the Project would result in a significant impact that: (1) is peculiar to the Project or the Project site; (2) was not identified as a significant effect in the General Plan EIR; or (3) are previously identified significant effects which, as a result of substantial new information that was not known at the time that the General Plan EIR was certified, are determined to have a more severe adverse impact than discussed in the General Plan EIR. Such impacts, if any, will be evaluated in an ISMND. It is assumed that potential impacts can be reduced to less than significant level and the development of an ISMND is not necessary, nor included in this scope.

The Administrative Draft Modified Initial Study will be prepared for City. Then Stantec will use the Administrative Draft Modified Initial Study to develop the Screencheck Draft and ultimately the "Final" Modified Initial Study. While all resources presented in the City's 2035 General Plan EIR will be analyzed, the following discussions highlight those resource considerations that we anticipate being critical to the Project:

**Aesthetics, Light & Glare.** This section of the Modified Initial Study will address the visual resources in the Project vicinity and the potential for visual impacts to occur as a result of implementing the Project. The City's General Plan will be used to determine the local significance of the area's visual character. Stantec will utilize the Applicant provided elevations to evaluate the potential visual and aesthetic impacts from the Project. Aesthetic characteristics will be assessed in relation to General Plan policies, Zoning Ordinance requirements, and the City's design standards for residential developments.

**Air Quality, Greenhouse Gas, and Energy.** The Project would entail construction and operation activities that would emit criteria air pollutants and GHG emissions. Stantec will base the assessment of Air Quality, Greenhouse Gas Emissions and Energy on the "Air Quality and Greenhouse Gas Emissions Analysis Memorandum for the Tractor Supply Company Project, Suisun City, California" (LSA 2022), which will be provided as an appendix to the CEQA document with the analysis contained within the Modified Initial Study. Stantec will determine potential energy use of the Project and the potential increases associated with the implementation of the Project, consistent with modeling conducted for air quality and greenhouse gas emissions. The City's General Plan will be important to inform the analysis of whether the Project results in wasteful or inefficient use of energy.

#### *Assumptions*

- This scope of work assumes that LSA's technical memo provides all required evaluations to adequately support the preparation of the Air Quality, Greenhouse Gas Emissions and Energy sections of the CEQA document, including consistency with the City's General Plan and applicable regional and state GHG reduction plans.
- It is further assumed that LSA's technical memo identifies General Plan EIR mitigation measures that are applicable to the Project, not project-specific mitigation measures.

Design with community in mind

June 21, 2022  
John Kearns  
Page 8 of 15

**Reference:** CEQA Proposal for the Tractor Supply Company Project – Suisun City, California

**Biological Resources.** Stantec will base the assessment of potential impacts to biological resources on the “Biological Resource Assessment for the Tractor Supply Suisun City Project, City of Suisun, Solano County (Bole & Associates 2022), which will be provided as an appendix to the CEQA document with the analysis contained within the Modified Initial Study.

*Assumptions*

- This scope of work assumes that Bole & Associates’ assessment provides all required evaluations to adequately support the preparation of the Biological Resources section of the CEQA document for the Project.
- It is further assumed that Bole & Associates’ assessment identifies General Plan EIR mitigation measures that are applicable to the Project, not project-specific mitigation measures.

**Cultural and Tribal Cultural Resources.** Stantec will base the assessment of potential impacts to cultural and tribal cultural resources on the “Cultural Resources Inventory Survey, Suisun City Tractor Supply Development Project” (Genesis Society 2022), which will be provided as an appendix to the CEQA document with the analysis contained within the Modified Initial Study.

*Assumptions*

- This scope of work assumes that Genesis Society’s assessment provides all required evaluations to adequately support the preparation of the Cultural Resources section of the CEQA document for the Project.
- It is further assumed that Genesis Society’s assessment identifies General Plan EIR mitigation measures that are applicable to the Project, not project-specific mitigation measures.
- Stantec assumes no National Historic Preservation Act (NHPA) Section 106 compliance is required for this Project. If NHPA Section 106 compliance support is needed, Stantec can provide these services under a separate scope.

**Geology and Soils.** Stantec will base the assessment of potential impacts to geology and soils on the “Geotechnical Report, Tractor Supply Co., Suisun City, California (Gularte & Associates 2022), which will be provided as an appendix to the CEQA document with the analysis contained within the Modified Initial Study. No additional soils or other field geological analyses will be conducted.

*Assumptions*

- This scope of work assumes that Gularte & Associates’ assessment provides all required evaluations to adequately support the preparation of the Biological Resources section of the CEQA document for the Project.
- It is further assumed that Gularte & Associates’ assessment identifies General Plan EIR mitigation measures that are applicable to the Project, not project-specific mitigation measures.

**Hazards and Hazardous Materials.** Stantec will prepare the Hazards and Hazardous Materials section of the Modified Initial Study using the Phase I Environmental Site Assessment (Phase I) prepared by the Applicant (if available) to describe the known and potential sources of hazardous wastes in the Project

June 21, 2022  
John Kearns  
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**Reference:** CEQA Proposal for the Tractor Supply Company Project – Suisun City, California

vicinity (e.g., within ¼-mile of the Project site). Readily available documents prepared for the Project site will be reviewed, as well as documents from Department of Toxic Substances Control, Regional Water Quality Control Board, and other regulatory agencies to determine the potential for encountering hazardous wastes within the Project area.

**Land Use and Planning.** Based on our review of the information provided, Stantec assumes that the proposed Project would be consistent with the General Plan, its underlying land use designation and corresponding zoning; however, Stantec will examine local land use plans and policies to determine Project consistency with the General Plan and zoning. Existing surrounding land uses will be identified and described to determine land use compatibility and to identify potential conflicts that could occur during Project construction or operation. In evaluating land use issues, Stantec will consider the consistency/compliance of the Project with federal, State, regional, and local land use plans and regulations (e.g., City's General Plan), as well as the Project's compatibility with the existing and planned land uses in the vicinity.

**Noise.** Stantec will base the assessment of potential impacts of noise and vibration on the "Acoustical Analysis, Tractor Supply Company Retail Store, Suisun City, California (WJV Acoustics, Inc. 2022), which will be provided as an appendix to the CEQA document with the analysis contained within the Modified Initial Study. No additional noise analyses will be conducted.

#### *Assumptions*

- This scope of work assumes that WJV Acoustics' assessment provides all required evaluations to adequately support the preparation of the Noise section of the CEQA document for the Project.
- It is further assumed that WJV Acoustics' assessment identifies General Plan EIR mitigation measures that are applicable to the Project, not project-specific mitigation measures.

**Transportation.** Stantec will base the assessment of potential impacts to transportation on the "Tractor supply Company – Suisun City, California, Focused Traffic Study/VMТ Assessment" (Rick Engineering Company 2022), which will be provided as an appendix to the CEQA document with the analysis contained within the Modified Initial Study.

#### *Assumptions*

- This scope of work assumes that Rick Engineering Company's Traffic Study/VMТ Assessment was reviewed by the City prior to Stantec utilizing for preparation of CEQA documentation and that it provides all required evaluations to adequately support the preparation of the Transportation section of the CEQA document for the Project.
- It is further assumed that Rick Engineering Company's assessment identifies General Plan EIR mitigation measures that are applicable to the Project, not project-specific mitigation measures.

**Utilities and Service Systems.** Stantec will evaluate the Project's potential impacts on the public utility systems. The Project will result in new development and thus, the Modified Initial Study will evaluate the need to expand any utilities. The discussion of sewer service will be based on capacity calculations

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**Reference:** CEQA Proposal for the Tractor Supply Company Project – Suisun City, California

provided by the Applicant, as a Water Supply Assessment is not required based on the size and characteristics of the Project.

The Administrative Draft Modified Initial Study will comply with the CEQA Guidelines and will conform to the City's format and typical thresholds for determining significant effects. Stantec will prepare a Modified Initial Study that contains the following elements:

- Table of Contents
- Introduction
- Environmental Review and Approval
- Scope of the Modified Initial Study
- Public and Agency Review
- Project Description
- Consistency with the City's Plans and Policies
- Environmental Factors Potentially Affected
- Determination
- Discussion of Environmental Setting, Potential Impacts, General Plan policies, and General Plan EIR mitigation measures. An identification of environmental effects through the use of the resources evaluated in the City's 2035 General Plan EIR along with explanations supporting the entries.
- Mandatory Findings of Significance
- References Cited
- Report Preparers

A detailed analysis of impacts that could occur as a result of implementation of the Project will be conducted and presented for each element of the natural and human environment. Baseline conditions will be qualitatively and quantitatively described. The boundaries of the affected environment will be established by definable geographic units such as airshed, watershed, viewshed, and socio-political boundaries. Impacts will be qualitatively and quantitatively assessed and described. Significance of impacts will be measured against criteria that have been established by regulation, accepted standards, or other definable criteria. Information sources will be cited.

### **Administrative Draft and Screencheck Modified Initial Study**

Stantec will prepare and submit one electronic copy (Microsoft Word) of the Administrative Draft Modified Initial Study to the City for review (and Applicant review, as City deems appropriate). Stantec will attend one 2-hour meeting with City staff to review City comments on the Modified Initial Study (meeting captured in Task 3, Project Management and Meetings, below). It is assumed that the City will provide one consolidated and reconciled set of comments on the Administrative Draft Modified Initial Study and that comments will be minimal and not require new analysis.

Upon receipt of the Modified Initial Study comments, Stantec will make necessary revisions and prepare and submit one electronic copy of the Screencheck Modified Initial Study to the City. It is assumed that the City will provide one consolidated and reconciled set of comments on the Screencheck Modified Initial Study and that comments will be minimal and editorial in nature only and will not require new analysis.

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Reference: CEQA Proposal for the Tractor Supply Company Project – Suisun City, California

#### Deliverable

- Administrative Draft Modified Initial Study to the City: one digital copy (Microsoft Word)
- Screencheck Modified Initial Study to the City: one digital copy (Microsoft Word)

#### “Final” Modified Initial Study

After implementation of the City’s Modified Initial Study comments, Stantec will prepare the “Final” Modified Initial Study. This is the version of the document which the City will reference in their staff report and post online on their website, as applicable. This proposal assumes since the Modified Initial Study does not require circulation to the public, no response to comments will need to be prepared on Stantec’s behalf. State Clearinghouse Guidelines are everchanging; Stantec will review the State Clearinghouse posting requirements at the time the Modified Initial Study is finalized. If applicable, Stantec will prepare the electronic posting requirements for the Project (assumed to be the electronic Project Summary Form and PDF of the Modified Initial Study). If posting to State Clearinghouse is required, this scope assumes the City will submit all files to State Clearinghouse. If noticing the Project is required, this scope assumes the City will be responsible for all noticing requirements associated with the Project.

#### Assumptions

- As outlined, “Final” Modified Initial Study, above.

#### Deliverable

- Stantec will provide the City with one digital copy (PDF) of the final version of the Modified Initial Study and one digital copy (PDF) of the State Clearinghouse Project Summary Form for the City’s submittal to State Clearinghouse.

### Task 3: Project Management and Meetings

This task consists of the management activities that help Stantec keep the Project running smoothly, on time, and within budget. As the liaison between Stantec staff and City staff, Anna will see that information is distributed appropriately, that comments regarding Project-related issues are communicated effectively and efficiently, and that financial performance is tracked regularly (i.e., invoices).

The cost estimate includes attendance by two Stantec personnel (Principal in Charge, Project Manager, and/or Deputy Project Manager) at the programmed meetings summarized below.

- **Kick-off Meeting.** Stantec will attend one (1) one-hour virtual Project kick-off meeting with the City and the Applicant team to review the Project description, discuss critical Project items, and identify any known data or information gaps required to prepare the Modified Initial Study.
- **Project Check-In Meetings.** Stantec will coordinate and attend up to three (3) virtual 30-minute Project check-in meetings with the City, the Applicant team, and/or attorneys.
- **Modified Initial Study Review Meeting.** Stantec will attend up to one (1) 1-hour meeting with City staff to review City comments on the Administrative Draft Modified Initial Study.

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**Reference:** CEQA Proposal for the Tractor Supply Company Project – Suisun City, California

Additional meetings not discussed in the scope may be attended on a time-and-materials basis with prior authorization from the City. This scope assumes Stantec will attend all meetings virtually.

## **Optional Tasks**

*The following tasks were requested to be completed as optional tasks by the City, consisting of peer reviews of Applicant provided technical studies, AB 52 consultation support, and attendance of public hearings.*

### **Optional Task 4: Peer Reviews of Applicant Provided Technical Studies**

*This optional task assumes that, at the request of the City, Stantec will conduct peer reviews of the following reports:*

- *“Air Quality and Greenhouse Gas Emissions Analysis Memorandum for the Tractor Supply Company Project, Suisun City, California” (LSA 2022)*
- *“Biological Resource Assessment for the Tractor Supply Suisun City Project, City of Suisun, Solano County (Bole & Associates 2022)*
- *“Cultural Resources Inventory Survey, Suisun City Tractor Supply Development Project” (Genesis Society 2022)*
- *“Geotechnical Report, Tractor Supply Co., Suisun City, California (Gularte & Associates 2022)*
- *“Acoustical Analysis, Tractor Supply Company Retail Store, Suisun City, California (WJV Acoustics, Inc. 2022)*
- *“Tractor Supply Company – Suisun City, California, Focused Traffic Study/VMT Assessment” (Rick Engineering Company 2022)*

### **Optional Task 5: AB 52 Consultation Support**

*As an optional task, Stantec can assist with Assembly Bill 52 (AB 52) consultation in this scope of work. Outreach to the Native American Heritage Commission has already been conducted; however, additional outreach pursuant to AB 52 may be required. If required by the City, Stantec cultural resource staff will complete AB 52 outreach and provide the results to the City in support of their AB 52 consultations. The Native American Heritage Commission (NAHC) Sacred Lands File Search has already been conducted, and the response yielded negative results. A local Native American contacts list was provided, and additional outreach can be undertaken at the request of the City. If local Native American representatives request additional support or a site visit, Stantec can provide additional support on an hourly basis (not currently included in this scope).*

### **Optional Task 6: Attendance of Public Hearings**

*As an optional task, Stantec can virtually attend up to two (2) public hearings, assumed to be up to 2 hours total each, with one Stantec team member in attendance.*

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Reference: CEQA Proposal for the Tractor Supply Company Project – Suisun City, California

## Schedule

The following is the proposed work schedule, assuming authorization is received by July 8, 2022. A detailed CEQA Project Schedule will be prepared upon authorization. Any labor related to optional tasks is not included in this schedule.

Work Product / Milestone	Estimated Completion (Weeks)
Receipt of Fully Executed Contract	Week 1
Project Kick-off Meeting	Week 1
City Reviews/Approves Draft Project Description	Week 2
Stantec Prepares Admin Draft Modified Initial Study and Technical Analyses <sup>1</sup>	Weeks 3 - 5
City Reviews Admin Draft Modified Initial Study	Week 6
Stantec Revises and Submits Screencheck Modified Initial Study to the City <sup>2</sup>	Weeks 7 - 8
City Reviews Screencheck Modified Initial Study	Week 9
Stantec Prepares "Final" Modified Initial Study	Week 10
Public Hearing(s)	TBD
<sup>1</sup> Assumes no changes to the Project upon finalization of the Project Description in Week 2 and that no optional tasks would be required. <sup>2</sup> Assumes City reviews Modified Initial Study and not a third-party consultant.	

## Cost Estimate

The time and materials cost estimate for providing the ISMND documentation in accordance with CEQA for the Tractor Supply Company Project is shown below. The cost reflects the scope of work described herein, and associated expenses. Our proposed cost does not include any contingency budget added by the City; this contingency budget will be included by the City prior to contract authorization.

Task	Budget
Task 1: Project Initiation and Project Description	\$2,694
Task 2: Administrative Draft Modified IS, Screencheck Modified IS, and "Final" IS	\$33,088
Task 3: Project Management and Meetings	\$3,936
Labor Total	\$39,718
Direct Costs	*\$250
<b>Total Budget</b>	<b>\$39,968</b>

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Reference: CEQA Proposal for the Tractor Supply Company Project – Suisun City, California

Task	Budget
<b>Optional Tasks</b>	
<i>Optional Task 4: Peer Reviews of Applicant Provided Technical Studies (6 studies at \$1,500 each)</i>	\$9,000
<i>Optional Task 5: AB 52 Consultation Support</i>	\$1,200
<i>Optional Task 6: Virtual Attendance at up to two Public Hearings</i>	\$1,200

\* Assumes minor direct costs associated with basic printing needs, mileage or other approved direct expenses.

## Assumptions and Disclaimers

The assumptions used in determining the above Project schedule and cost estimate are provided below:

- Stantec will receive finalized construction plans, Project-related information, base maps, and Project Information at the Project kick-off meeting.
- The periods shown assume a set amount of time for City review (and Applicant reviews, as City deems appropriate) of each submittal. If review schedules change, the elapsed time of other tasks will be maintained.
- This scope of work is considered preliminary and interim in nature. More specifically, it may be subject to revisions based upon feedback from the City's review of our proposal.
- It is assumed that the Applicant and the City will provide one consolidated set of comments on each deliverable noted in this scope of work.
- All assumptions included above under each Task of work.
- Deliverables as outlined above under each Task of work.
- Assumes Stantec will attend all meetings (and optional public meetings/hearings), virtually.
- Assumes that no hard copies of the Modified Initial Study would be provided, but printed versions of can be provided at a cost of \$250 each with prior authorization, if required.
- Stantec assumes that the scope of work, cost, and schedule will be included as part of the agreement between the City and Stantec.

June 21, 2022  
John Kearns  
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**Reference:** CEQA Proposal for the Tractor Supply Company Project – Suisun City, California

*As we are all aware, we are all working in unprecedented times as a result of the COVID-19 pandemic. The situation is a very fluid one. Our proposal is based on what we understand as of today but may change as conditions change. We would be pleased to have a further discussion with you to share our respective plans and efforts to help manage and mitigate the impact of this evolving situation on your contract.*

Regards,

**Stantec Consulting Services Inc.**



**Trevor Macenski**

Senior Principal, US West Environmental and  
Urban Planning Practice Lead  
Phone: (916) 508-4170  
Trevor.Macenski@Stantec.com



**Anna Radonich**

Principal Planner  
Phone: (925) 285-6541  
Anna.Radonich@Stantec.com

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## AGENDA TRANSMITTAL

**MEETING DATE:** August 16, 2022

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2022\_\_\_\_: Authorizing the City Manager to Execute a Software Licensing Purchase for Microsoft 365 and SQL (Structured Query Language) Licenses for the City and Police Department.

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**FISCAL IMPACT:** The FY 2022/23 budget has sufficient funding to purchase the Microsoft 365 licenses and SQL database licenses for the City and Police Department under Fund Network Maintenance (Fund 710).

---

**STRATEGIC PLAN:** Ensure fiscal solvency; Provide good governance.

---

**BACKGROUND:** Suisun City email and technical infrastructure depends heavily on a backbone of the Microsoft Azure Cloud system, which requires annualized purchases for Microsoft 365 licenses and SQL database licenses for the City and Police Department. The Microsoft 365 licenses run all the Microsoft Suite programs which include Outlook, Exchange, SharePoint, Office Suite (Word, Excel, PowerPoint, Publisher), One Drive, Teams, and more. The SQL Database licenses are for the Police Department RIMS software which is the main software that they use for the Citizen RIMS Portal, CAD, Dispatch, report writing, records management, etc.

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**STAFF REPORT:** In 2016, the City moved from Microsoft Exchange and Office products to an Enterprise Level Microsoft Office 365 license agreement. This agreement included the cost of server licensing and Software-As-a-Service (SaaS), as well as making day-to-day IT support and management more efficient. In April of 2018, the cost of SQL (Structured Query Language) licenses for our Police Department was added to the enterprise agreement along with the Microsoft 365 license. Prior to this agreement, these licenses were paid separately by the IT and the Police Department. By combining the licenses, it adds software assurance and streamlines the enterprise agreements under IT.

With this enterprise agreement, when the City upgrades or replaces servers, the Microsoft and SQL licenses can be upgraded and/or moved to the new servers without additional costs. The enterprise agreements allow the City flexibility when it is necessary to upgrade and/or replace our servers. These agreements are for a specified length of time, which brings down the cost for the licenses, and are typically done annually with a three-year contract. Enterprise agreements cannot be negotiated month-to-month.

In accordance with City Administrative Directive – AD5, Purchasing Policy for Supplies, Equipment, and Services, Section VII (Use of Other Governmental Bids in Lieu of Bidding), it allows the City to use a competitive bid from another governmental jurisdiction. The CDW-

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**PREPARED:**

**REVIEWED BY:**

**APPROVED BY:**

Rowland Roberts, IT Manager  
Lakhwinder Deol, Finance Director  
Greg Folsom, City Manager

Government (CDW-G) LLC's quote we have received is under government contract pricing (listed under the California Dept. of Procurement, Contract No. 1-19-70-19F), with the cost annotated below:

Vendor	Software	Annual Total	3-Year Total Cost
CDW-G	Microsoft 365 and SQL	\$40,608.65 cost per year	<b>\$121,825.95</b>

The City needs these licenses to support IT infrastructure and technological needs that staff and Council use daily. The licenses will need to be renewed every three (3) years to account for rising costs for these programs. Due to the combination of the IT and Police Department licensing that takes the total agreement cost over the Administrative Directive AD-5, Section IV-F, Purchasing Policy threshold for the City Manager to sign (more than \$34,999), these agreements must be presented to Council for approval. It is recommended that Council authorize the City Manager to approve the licensing purchases for this current fiscal year and the other licensing purchases that the City will need in the future, in accordance with the enterprise agreement.

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**RECOMMENDATION:** Council Adoption of Resolution No. 2022\_\_\_\_: Authorizing the City Manager to Execute a Software Licensing Purchase for Microsoft 365 and SQL (Structured Query Language) Licenses for the City and Police Department.

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**ATTACHMENTS:**

1. Council Adoption of Resolution No. 2022\_\_\_\_: Authorizing the City Manager to Execute a Software Licensing Purchase for Microsoft 365 and SQL (Structured Query Language) Licenses for the City and Police Department.
2. Microsoft Enterprise Licensing Agreement.
3. CDW Government, LLC Microsoft Enterprise 606 Agreement Pricing Quote.

**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN  
CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A  
SOFTWARE LICENSING PURCHASE FOR MICROSOFT 365 AND  
SQL (STRUCTURED QUERY LANGUAGE) LICENSES FOR THE  
CITY AND POLICE DEPARTMENT.**

**WHEREAS**, there is a need by the City of Suisun City to purchase software licenses for Microsoft 365 and the City's network; and

**WHEREAS**, there is a need for the Police Department to purchase licenses for the SQL database for the new Police Department RIMS software; and

**WHEREAS**, the Information Technology Department has submitted a three-year purchase for software licenses, from CDW-Government LLC; and

**WHEREAS**, the purchase of goods and services by local contracting units from authorized State vendors without competitive bidding is authorized and CDW-Government LLC is listed in the California State Department of General Services, Procurement Division Contract No.1-19-70-19F; and

**WHEREAS**, this purchase will be in the best interest of the City of Suisun City in that it will provide the City and Police Department with the necessary licenses for Microsoft 365 and SQL to continue providing for critical and essential services; and

**WHEREAS**, the purchase of these software licenses are in the FY22/23 budget; and

**NOW, THEREFORE**, be it here resolved by the City Council of Suisun does hereby authorize the City Manager to execute the purchase agreement with CDW-G for Microsoft 365 and SQL licenses for the City and Police Department, and the future purchases of these software licenses.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 16<sup>th</sup> day of August 2022 by the following vote:

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

**WITNESS** my hand and the seal of said City this 16<sup>th</sup> day of August 2022.

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

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## Enterprise Update Statement

**Enterprise Agreement Number** 01E73970

**Enrollment Number** 6997088

**Company Name** City of Suisun City

In accordance with the terms of entity's Enterprise Agreement and Enrollment, a true-up order must be submitted for each Enrollment's anniversary (including at Enrollment expiration and prior to any renewal) to account for License quantity increases for:

- a. Qualified Desktops/Devices or Qualified Users
- b. Online Services (where permitted)
- c. Previously ordered Additional Products
- d. Products included in the Server and Cloud Enrollment or Enrollment for Core Infrastructure
- e. Products included in the Enrollment for Application Platform. Products selected with the three year true-up option must place the true-up order only upon enrollment expiration and prior to renewal.

If entity has ordered any additional quantities since its last Enrollment anniversary, this annual true-up order is still required. Entity must submit an Enterprise Update Statement for each anniversary when there has been no increase in required License quantities as described above.

- ☒ In checking this box, entity confirms that under the above referenced Enrollment, there has been no increase in the number of required Licenses not already ordered in a prior placed True Up Orders. Entity understands that it is the responsibility of the entity to ensure that all licenses installed are used according to the Enterprise Agreement and Enrollment referenced above.

Select applicable year for this Update statement: Year 3

Customer/Government Partner (as applicable)
<b>Name of Entity*</b> City of Suisun City
<b>Signature*</b>
<b>Printed Name*</b>
<b>Printed Title*</b>
<b>Signature Date*</b>

\* indicates required fields

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CDW Government, LLC  
Microsoft Enterprise 6.6 Agreement Pricing

Enterprise Quote  
for

City of Suisun City (B34B00A6)

Date 7/14/22  
Account Manager Shelby McGensen

VSL Specialist Brent Cameron  
Channel Price Sheet Month July

Unless otherwise noted, All Quotes expire upon current month's end

EA Renewal Quote  
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
AAA-12414	CCAL Bridge O365 Sub Per User	D	96	\$20.05	\$ 1,924.80	\$ 20.05	\$ 1,924.80	\$ 20.05	\$ 1,924.80
U4S-00002	O365 G1 GCC Sub Per User	D	39	\$84.44	\$ 3,293.16	\$ 84.44	\$ 3,293.16	\$ 84.44	\$ 3,293.16
AAA-11894	O365 G3 GCC Sub Per User	D	57	\$235.22	\$ 13,407.54	\$ 235.22	\$ 13,407.54	\$ 235.22	\$ 13,407.54
3GU-00001	Defender O365 P1 GCC Sub Per User	D	217	\$18.23	\$ 3,955.91	\$ 18.23	\$ 3,955.91	\$ 18.23	\$ 3,955.91
GLN-00001	Defender O365 P2 GCC Sub Per User	D	1	\$45.44	\$ 45.44	\$ 45.44	\$ 45.44	\$ 45.44	\$ 45.44
3MS-00001	Exchange Online P1 GCC Sub Per User	D	16	\$36.33	\$ 581.28	\$ 36.33	\$ 581.28	\$ 36.33	\$ 581.28
3NS-00003	Exchange Online P2 GCC Sub Per User	D	106	\$72.66	\$ 7,701.96	\$ 72.66	\$ 7,701.96	\$ 72.66	\$ 7,701.96
3NS-00001	Exchange Online P2 GCC Sub Per User from O365 G1	D	39	\$49.09	\$ 1,914.51	\$ 49.09	\$ 1,914.51	\$ 49.09	\$ 1,914.51
3QD-00003	Intune CAO GCC Sub AP Per User	D	84	\$37.30	\$ 3,133.20	\$ 37.30	\$ 3,133.20	\$ 37.30	\$ 3,133.20
P3U-00001	Visio P2 GCC Sub Per User	D	1	\$136.32	\$ 136.32	\$ 136.32	\$ 136.32	\$ 136.32	\$ 136.32
269-05704	Office Professional Plus ALng SA	D	18	\$109.71	\$ 1,974.78	\$ 109.71	\$ 1,974.78	\$ 109.71	\$ 1,974.78
359-00961	SQL CAL ALng SA User CAL	D	32	\$34.14	\$ 1,092.48	\$ 34.14	\$ 1,092.48	\$ 34.14	\$ 1,092.48
228-04433	SQL Server Standard ALng SA	D	3	\$146.77	\$ 440.31	\$ 146.77	\$ 440.31	\$ 146.77	\$ 440.31
9EA-00278	Win Server DC Core ALng SA 2L	D	8	\$125.87	\$ 1,006.96	\$ 125.87	\$ 1,006.96	\$ 125.87	\$ 1,006.96

Year 1 Total	\$ 40,608.65	Year 2 Total	\$ 40,608.65	Year 3 Total	\$ 40,608.65
Three Year Total	\$ 121,825.95				

Notes

No Tax Referenced  
Riverside Contract: PSA-0001522  
Current Enrollment# 6997088  
Agreement End Date: 7/31/2022

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:  
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

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## AGENDA TRANSMITTAL

**MEETING DATE:** August 16, 2022

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2022-\_\_: Authorizing the City Manager to Execute the Lease Agreement Between the City of Suisun City and Bulldog Baseball & Softball Club for Field Use at the Lambrecht Sports Complex.

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**STRATEGIC PLAN IMPACT:** Provide Good Governance

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**FISCAL IMPACT:** This action will have a positive impact on the City providing rental income of \$50,400 over the next two years, \$24,000 in FY22/23 and \$26,400 in FY23/24 for the use of field 2 and additional revenue will be collected with the need of supplemental fields at the rate of \$50 (fifty dollars) per weekday or \$300 (three hundred) per day on weekend and holidays.

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**BACKGROUND:** The Bulldog Baseball and Softball Club is an organization designed for young athletes. Their purpose is to develop lifelong skills, both on and off the baseball field, by encouraging integrity, sportsmanship, a strong work ethic, and to emphasize the importance of being a positive role model. They challenge young players to help them understand the meaning of personal sacrifice for themselves, as well as for others. The Bulldog Baseball and Softball Club has a responsibility to represent and uphold integrity, fair play, and proper sportsmanship during any type of athletic competition and extra-curricular activity. They are aware of the impact their behavior has on players and parents, as well as the fans. They strive to teach players the fundamentals of the game and the importance of character, leadership, and teamwork, by teaching the athletes the significance of a strong work ethic, working through adversity, the importance of maintaining a positive environment on the field, in the dugout and in the stands, and how to respect the game and its participants. The Bulldog Baseball and Softball Club believes that we all gain valuable knowledge from every experience on or off the field, and we apply that knowledge to future opportunities. Youth play this game to have fun, challenge themselves, and make every effort to do their best at all times.

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**STAFF REPORT:** The Recreation, Parks, and Marina Department is dedicated to working with various sports organizations from throughout Solano County and to providing opportunities for Suisun City youth to participate in athletics in their own community. This agreement provides advanced level baseball and softball opportunities at the Lambrecht Sports Complex.

The Little League currently operates and maintains four fields at the Complex under a separate agreement with the City of Suisun City. The Lease Agreement between the City of Suisun City and Bulldog Baseball and Softball does not impact this agreement.

Programs coordinated by the City, such as Junior Giants, adult softball leagues, softball tournaments, soccer use, other use leases, and baseball tournaments, will still occur and this agreement will have no effect on those activities being scheduled at the sports complex.

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**PREPARED BY:**  
**REVIEWED BY:**  
**APPROVED By:**

Jeff Downey, Recreation Supervisor  
 Kris Lofthus, Deputy city Manager  
 Greg Folsom, City Manager

The Bulldog Baseball and Softball Club has been leasing field 2 for the past two years. They have shown to be exemplary tenants, providing advanced level baseball and softball opportunities and fulfilling requirements stated in the previous lease agreement.

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**RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2022-\_\_: Authorizing the City Manager to Execute the Lease Agreement Between the City of Suisun City and Bulldog Baseball & Softball Club For Field Use at the Lambrecht Sports Complex.

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**ATTACHMENTS:**

1. Resolution No. 2022-\_\_: Authorizing the City Manager to Execute the Lease Agreement Between the City of Suisun City and Bulldog Baseball & Softball Club For Field Use at the Lambrecht Sports Complex.
2. Bulldogs Baseball and Softball Club Lease Agreement

**RESOLUTION NO. 2022-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT  
BETWEEN THE CITY OF SUISUN CITY AND BULLDOG BASEBALL &  
SOFTBALL CLUB FOR FIELD USE AT THE LAMBRECHT SPORTS COMPLEX.**

**WHEREAS**, the Bulldog Baseball & Softball Club is an organization designed for young athletes; and

**WHEREAS**, this action will have a positive impact on the City providing rental income of \$50,400 over the next two years for the use of field 2 and additional revenue will be collected with the need of supplemental fields at the rate of \$50 (fifty dollars) per weekday or \$300 (three hundred) per day on weekend and holidays; and

**WHEREAS**, the Recreation, Parks, and Marina Department is dedicated to work with various sports organizations from throughout Solano County and to provide opportunities for Suisun City youth to participate in athletics in their own community; and

**WHEREAS**, Bulldog Baseball & Softball Club will provide advanced level baseball and softball opportunities at the Lambrecht Sports Complex; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council further authorizes the City Manager to execute the lease agreement with the Bulldog Baseball & Softball Club, and further authorizes the City Manager to take all actions necessary to implement the Lease.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council held on Tuesday, the 16<sup>th</sup> day of August 2022 by the following vote:

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

**WITNESS** my hand and the seal of said City this 16<sup>th</sup> day of September 2020.

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

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**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

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

APNs. APN 0174-160-070

[SPACE ABOVE FOR RECORDER'S USE ONLY]  
Exempt from filing/recording fees per Govt. Code §27383

**LEASE AGREEMENT**

by and between

CITY OF SUISUN CITY,  
a municipal corporation  
as Landlord

and

Bulldog Baseball & Softball Club,  
a California non-profit public benefit corporation  
as Tenant

## **LEASE AGREEMENT**

This Lease Agreement ("**Lease**") is entered into as of \_\_\_\_Sept\_\_\_\_, 2022 by and between **CITY OF SUISUN CITY**, a municipal corporation ("**Landlord**" or "**City**"), and **BULLDOG BASEBALL & SOFTBALL CLUB**, a California non-profit public benefit corporation ("**Tenant**"). Landlord and Tenant may be referred to, individually or collectively, as "**Party**" or "**Parties**."

### **RECITALS:**

- A.** Landlord is the owner of certain improved land known as APN 0174-160-070 and located on Peterson Road in the City of Suisun, County of Solano, California ("**Property**"), and more particularly described in attached Exhibit A.
- B.** The Property consists of the City Yard, the Mandatory Open Area, and the Complex, as described in Exhibit A.
- C.** A major portion of the Property has been improved as a sports complex commonly known as the Lambrecht Sports Complex located at 4489 Petersen Road, Suisun City ("**Complex**"), which is improved with 8 baseball diamonds, a snack bar, a clubhouse, restrooms, parking, and other amenities. The following areas in the Complex are depicted on Exhibit B:
  - i. The 8 baseball fields identified by field numbers ("**Field**" or "**Fields**").
  - ii. The snack bar ("**Snack Bar**").
  - iii. The clubhouse area ("**Clubhouse**").
  - iv. Portable shed location ("**Portable Shed Location**"); and
  - v. The parking area ("**Parking Area**").
- D.** Landlord previously entered into that certain Lease Agreement dated September 1, 1991, with the Suisun American Little League, a California non-profit public benefit corporation ("**Little League**") which was amended by that certain Amendment to the Lease Agreement approved by Landlord Council on February 20, 2007 ("**Little League Lease**"), attached hereto as Exhibit C, and which provides for the Little League to have certain rights to use the Fields and the Snack Bar.
- E.** On the terms and conditions in this Lease and reserving the right to perform the Little League Lease, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord, on a nonexclusive basis, the Fields, Snack Bar, and Clubhouse for certain days and times.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

## AGREEMENT:

1. **Effective Date.** This Lease shall be effective on the last to occur of (i) the date of Landlord's signature on the last page of this Lease; or (ii) the date that Tenant delivers the Security Deposit (as defined in Section 6) to Landlord ("**Effective Date**"). Landlord shall send Tenant a letter confirming the Effective Date.

2. **Lease Subordinate to Little League Lease.** Tenant understands and acknowledges that this Lease and Tenant's use of the Leased Premises is subordinate to the Little League Lease, See Exhibit C.

3. **Leased Premises. Subject to the terms and conditions of this Lease,** Landlord hereby leases to Tenant and Tenant leases from Landlord, the Fields, Restrooms, Clubhouse Area, and Parking Area for the specific days and times as set forth below (collectively the "**Leased Premises**"):

3.1. **Field Two.** Tenant shall have the right to use Field Two at all times. However, Landlord reserves the right to designate another Field for use due to field wear, necessary maintenance, or if Field Two is needed for a specific program by Landlord. However, Landlord must provide written notice of such change not less than 14 (fourteen) days prior to the change of Fields specifying the substituted Field. However, in the event of emergency, Landlord shall provide reasonable notice to Tenant of the change.

3.2. **Additional Fields.** From time to time, Tenant may request the right to lease Field One, Field Three and/or Field Four for tournament and game play. Tenant shall provide at least 14 (fourteen) days prior written notice to Landlord specifying (i) the requested additional Fields; and (ii) the dates and times such Fields will be used. Tenant shall pay to Landlord the Additional Field Fees as specified in Section 5.2.

3.3. **Portable Storage Shed.** The portable storage shed ("**Storage Shed**") adjacent to the right field walkway of Field Two no larger than 8'x25', has been approved by the Landlord See Exhibit B attached, depicting the Storage Shed Location.

3.4. **Clubhouse Area.** Tenant may request the use of the Clubhouse upon 14 (fourteen) days prior written notice and Landlord may, in its sole discretion, consent to such use for a limited time period. Tenant shall not be required to pay any additional charge.

3.5. **Parking.** Concurrently with Tenant's use of the portions of the Complex as specified in this Section 3, Tenant (and Tenant's patrons) may use the parking areas in compliance with rules and regulations imposed by Landlord from time to time. Tenant will enforce that its patrons only park in the designated parking areas. Landlord must approve any parking on unpaved areas prior to doing so. When Tenant is conducting tournaments, a parking plan must be provided to Landlord two (2) weeks prior to the tournament commencement.

3.6. **Disclosures.** Tenant is advised as follows: (i) the Leased Premises has not undergone an inspection by a certified accessibility specialist as defined in Civil Code Section 1938; (ii) the Leased Premises is located adjacent to Travis Air Force Base; and (iii) the area to the north of the Complex is subject to certain recorded safety restrictions.

3.7. **"AS-IS, Where Is" Condition.** Tenant acknowledges and agrees that, except as otherwise specifically set forth herein, Landlord has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants,

agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the Leased Premises (or Landlord's interest therein), (b) the value, nature, quality or condition of the Leased Premises, including, without limitation, the improvements thereon, soil, topography, and geology thereof, (c) the suitability of the Leased Premises for any and all activities and uses which Tenant is conducting thereon or may hereafter conduct thereon, (d) the compliance of the Leased Premises (or any aspect thereof) with any law (including, without limitation, zoning laws or environmental laws rule, regulation, entitlement, order of law, statute, bylaw or ordinance of a governmental agency having jurisdiction governing or regulating the Leased Premises, as they may be amended from time to time (collectively, "**Laws**"), (e) the fitness of the Leased Premises for any use to be made or intended to be made by Tenant, (f) the merchantability, marketability, profitability or fitness for a particular purpose or use of the Leased Premises, (g) the future development of the Leased Premises, (h) the zoning of the Leased Premises, (i) any governmental approvals, permits, licenses, entitlements, or other agreements concerning the Leased Premises, (j) survey and title condition of the Leased Premises, (k) any buildings, structures, perimeter fencing, or other improvements on the Leased Premises, or (l) any other matter with respect to the Leased Premises, and specifically, that Landlord has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use Laws (including, Environmental Laws).

Tenant further acknowledges and agrees that it has had the opportunity to fully inspect the Leased Premises and as of the Effective Date is fully familiar with the Leased Premises and all aspects thereof (including, without limitation, its physical, environmental, title, leasing, financial, and regulatory condition), and, as of the Effective Date will be relying solely on its own investigation of the Leased Premises by Tenant and Tenant's agents, employees, officers, attorneys, consultants and experts. Landlord is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Leased Premises, furnished by any person, including, without limitation, Landlord's directors, managers, agents, representatives, attorneys, or employees. Tenant further acknowledges and agrees that, except as otherwise specified herein, it is leasing the Leased Premises and has the right to use certain aspects of the Leased Premises (as specifically set forth in this Lease) on an "as is", "where is", and "with all faults" basis, and subject to all Laws and Existing Conditions. As of the Effective Date, Tenant and anyone claiming by, through or under Tenant shall be deemed to have fully and irrevocably released Landlord, its elected officials, employees, volunteers, representatives, attorneys, and agents (collectively, "Landlord and its agents") from any and all claims that it or they may now have or hereafter acquire against Landlord and its agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any matters affecting the Leased Premises. This release includes claims of which Tenant is unaware of as of the Effective Date, or which Tenant does not suspect to exist in its favor as of the Effective Date and which, if known by Tenant, would materially affect Tenant's release of Landlord. As of the Effective Date, Tenant specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR  
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY

HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

The foregoing releases shall be effective as of the Effective Date and survive the expiration or termination of the Lease.

**Initials by Tenant:** \_\_\_\_\_

**4. Term.** The term of this Lease shall commence on the Effective Date and continue for a period of Two (2) year (“**Term**”). If Tenant wishes to extend the Term for an additional Lease Year, or negotiate a subsequent lease, Tenant shall deliver written notice to Landlord not later than ninety days (90) prior to the conclusion of the Term.

**5. Rent.**

**5.1. Base Rent.** For year one (1) of the two (2) year lease, Tenant shall pay to Landlord the sum of \$24,000 (Twenty-Four Thousand Dollars), which shall be paid in equal monthly installments of \$2,000 (Two Thousand Dollars (“**Monthly Payment**”)) in advance on the first day of each month (“**Base Rent**”). For year two (2) of the lease, Tenant shall pay to Landlord the sum of \$26,400 (Twenty-Six Thousand Four Hundred Dollars), which shall be paid in equal monthly installments of \$2,200 (Two Thousand Two Hundred Dollars (“**Monthly Payment**”)) in advance on the first day of each month (“**Base Rent**”). If the Effective Date is on a date other than the first day of the month, Tenant shall pay a prorated amount of the Monthly Payment to Landlord for that month. If the first of the month falls on a weekend or holiday, the Monthly Payment shall be due on the first business day following the first of the month.

**5.2. Additional Field Fees.** At least three (3) days prior to the approved dates of use, Tenant shall pay Landlord the sum of \$50 (Fifty Dollars) per weekday and \$300 per Saturday or Sunday for each additional Field Tenant has reserved for use (“**Additional Field Fees**”). If Tenant reserves the additional Fields but does not use the Fields, the Additional Field Use Fees shall still be due and owing to Landlord except if the events are cancelled due to inclement weather.

**5.3. Miscellaneous Requirements.** All monetary obligations of Tenant under this Lease shall be additional rental monies and deemed “**Rent**” for purposes of this Lease. All Rent to be paid by Tenant to Landlord shall be paid without deduction or offset, prior notice or demand.

**5.4. Late Charges.** Tenant acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Therefore, if any installment of Rent or any other sum due from Tenant shall not be received by Landlord within 5 (five) days after such amount is due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to six percent (6%) of the overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur because of late payment by Tenant. Acceptance of such late charge by Landlord shall not constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

**5.5. Payment of Rent.** Tenant shall deliver all Rent payments by check or money order to Landlord in person or by certified mail at the address specified in Section 18.8. If Tenant desires to pay Rent by mail, the date that the payment is postmarked shall be the construed as

the payment date provided that Tenant shall take all reasonable steps to ensure that all rental payments are postmarked on or before the first (1<sup>st</sup>) day of each month.

**5.6. Security Deposit.** Tenant delivered to Landlord the sum of \$2,500 (Two Thousand Five Hundred Dollars) on September 1 of 2020 as a security deposit ("**Security Deposit**") to be held during the Term as security for the faithful performance by Tenant of all of its obligations under this Lease. If Tenant defaults with respect to any provisions of this Lease, including, but not limited to, the provisions relating to the payment of Rent, Landlord may, without notice to Tenant, but shall not be required to apply all or any part of the Security Deposit for the payment of any Rent or any other sum in default and Tenant shall, upon demand therefor, restore the Security Deposit to its original amount. Any unapplied portion of the Security Deposit shall be returned to Tenant within sixty (60) days following the termination of this Lease. Tenant shall not be entitled to any interest on the Security Deposit and Landlord shall have the right to commingle the Security Deposit with Landlord's other funds.

## **6. Use Covenants and Restrictions.**

**6.1. Field(s) Use.** Tenant may use the Fields solely to provide both competitive and recreational baseball programs to youth ("**Youth Programs**"). From time to time, Tenant may use the Field(s) conduct baseball tournaments. Upon Landlord's written request from time to time, Tenant shall promptly provide a written summary of the Youth Programs being conducted by Tenant at the Leased Premises. Tenant agrees that Field lights shall be kept to a minimum and not to exceed 4 (four) hours per night with the exception that during day light savings time the lights usage shall not exceed 5 (five) hours per night per Field.

**6.2. Storage Shed.** Tenant's Storage Shed in accordance with Section 3.3, the Storage Shed shall only be used for storage of equipment.

**6.3. Signs.** Tenant may, with Landlord's prior written consent, install such signs as are reasonably required to advertise the Youth Programs. Upon Landlord's approval, Tenant shall obtain any necessary permits to install any approved signs and shall then install the approved signs at its sole cost and expense. Tenant shall maintain such signs in good condition and repair.

**6.4. Compliance with Laws.** Tenant shall comply with all applicable laws, ordinances and regulations. Tenant shall not sell or permit to be kept, used, displayed or sold in or about the Leased Premises (a) pornographic or sexually explicit books, magazines, literature, films or other printed material, sexual paraphernalia, or other material which would be considered lewd, obscene or licentious; (b) any article which may be prohibited by standard forms of fire insurance policies; (c) any controlled substances, narcotics, or the paraphernalia related to the same; or (d) alcoholic beverages. Tenant shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other parties, including the Little League or Landlord's use of the Complex or injure or annoy them or use or allow or permit the Leased Premises to be used for any improper, immoral, unlawful, or objectionable purpose. Tenant shall not cause, maintain or permit any nuisance in or about the Leased Premises, or commit or suffer to be committed any waste upon the Leased Premises.

**7. Taxes.** Tenant acknowledges that its leasehold interest in the Leased Premises is a possessory interest that is subject to the imposition of real estate taxes by the Solano County Assessor's Office unless Tenant otherwise qualifies for an exemption. Tenant shall be solely responsible for the payment of any possessory interest taxes and assessments ("**Possessory Interest Taxes**") that become due on the Premises during the Lease Term. Tenant shall also be

responsible for any taxes and assessments that become due for fixtures, equipment, or Tenant Improvements installed or constructed by Tenant on the Premises ("**Other Property Taxes**"). Tenant shall pay all Other Property Taxes promptly. Landlord will not be obligated to pay delinquent Other Property Taxes; but, if Landlord elects to pay delinquent Other Property Taxes, Tenant shall immediately pay Landlord the full amount of the delinquent Other Property Taxes including any late charges, penalties, or interest. The terms of this section survive the expiration or earlier termination of this Lease. Tenant shall also indemnify, defend and hold harmless Landlord against any and all such taxes, fees, penalties or interest assessed, or imposed against Landlord hereunder.

**8. Utilities.** During the Term, Landlord shall provide water, sewer, gas, heat, electricity, garbage disposal, and trash disposal for the Leased Premises. Tenant covenants to be environmentally responsible in the use of utilities (especially water and electricity) and, upon notice, shall comply with reasonable requirements imposed by the Landlord. If Tenant violates the light usage restriction as specified in Section 7.1, Tenant shall promptly pay to Landlord the additional costs incurred by such usage upon Landlord's written demand.

**9. Maintenance.** Tenant, at its sole cost and expense, shall maintain in good condition and repair, free and clear of rubbish, litter, and graffiti: (i) Every part of the Leased Premises, (ii) the Storage Shed, (iii) any approved signs (pursuant to Section 13); (iv) the structural portions, restrooms, and turf areas, and all other portions of the Complex. Tenant shall promptly repair any damage caused by Tenant or its invitees to any portion of the Complex.

**10. Modifications to Leased Premises.** Tenant shall not make any modification or improvements to any portion of the Leased Premises without Landlord's prior written approval. Upon termination of this Lease, any improvements shall be the property of Landlord without any duty to reimburse Tenant.

**11. Insurance; Indemnity.**

**11.1. Insurance Requirements.**

- a. **Liability Insurance Coverage.** Prior to entering the Leased Premises, Tenant, at its sole expense, shall obtain and thereafter maintain during the entire term of this Lease, comprehensive general liability insurance, including, but not limited to, owned and non-owned vehicle liability, personal injury, blanket contractual, broad form property damage, and product/completed operations liability coverage shall be on a per occurrence basis and shall have limits of not less than Two Million Dollars (\$2,000,000.00) combined single-limit per occurrence for bodily injury, personal injury and property damage liability.
- b. **Worker's Compensation Insurance.** Tenant and all persons performing work for, or on behalf of Tenant, including, but not limited to, their contractors or sub-contractors, shall, at Tenant's own cost and expense, procure and maintain during the performance of the said work, a policy of workers' compensation insurance and employer's liability insurance in such amount as to willfully comply with the laws of the State of California.
- c. **Miscellaneous.** All of the above policies of insurance, except workers' compensation insurance, shall name Landlord, its officers, employees, and agents as additional insureds. Copies of all insurance policies shall be delivered to Landlord. Acceptance by Landlord of delivery of any certificates

of insurance does not constitute approval or agreement by Landlord that the insurance requirements of this section have been met, and failure of Landlord to identify a deficiency from evidence provided will not be construed as a waiver of Tenant's obligation to maintain such insurance. In the event any of the insurance policies required to be carried by Tenant under this Lease are cancelled prior to the expiration date of such policy, or if Tenant receives notice of any cancellation of such insurance policies from the insurer prior to the expiration date of such policy, Tenant shall (a) immediately deliver notice to Landlord that such insurance has been, or is to be, cancelled, (b) shall promptly replace such insurance policy in order to assure no lapse of coverage occurs, and (c) shall deliver to Landlord a certificate of insurance for such replacement policy. The insurance required to be maintained by Tenant hereunder are only Landlord's minimum insurance requirements, and Tenant agrees and understands that such insurance requirements may not be sufficient to fully meet Tenant's insurance needs. Copies of all policies of insurance and proof that they are in effect shall be provided to Landlord prior to the Effective Date. Tenant shall comply with additional insurance requirements that Landlord may impose from time to time. Tenant shall be solely responsible to maintain any other insurance for its protection.

**11.2. Indemnity.** Tenant shall defend, indemnify and hold harmless Landlord, and its officers, employees, invitees and agents ("**Landlord Parties**") from and against any and all claims, actions, costs, expenses, judgments, awards, liabilities, penalties and demands whatsoever, together with reasonable attorney's fees and court costs (collectively "**Damages**") arising out of or concerning the activities of Tenant under this Lease, including, but not limited to, injury or death or damage to persons or property of the Landlord Parties, Tenant or others, occurring in, on or about the Leased Premises and any resulting from hazardous materials brought to the Leased Premises by or on behalf of Tenant by any of its officers, employees, invitees or agents; provided, that Tenant's obligation to indemnify and hold harmless not extend to Damages caused by the gross negligence or willful misconduct of the Landlord Parties. If any action or proceeding in connection with any such matters is brought against the Landlord Parties, notice shall be given to Tenant and Tenant shall be furnished with a copy of any papers served. In the event any action or proceeding is brought against any Landlord Parties by reason of any of the foregoing matters, Tenant shall, upon written notice from the Landlord Parties, defend the Landlord Parties, at Tenant's sole expense, by counsel reasonably satisfactory to the Landlord Parties. However, Landlord shall have the right to choose to defend any such action or proceeding for itself, employing legal counsel selected by it. As between Landlord and Tenant, Landlord shall not be responsible or liable in any way for the presence of any toxic or hazardous materials on the Leased Premises, including compliance with any requirements imposed by applicable governmental authorities. Termination of this Lease notwithstanding, the provisions of this Section shall continue in full force and effect as to any claims or other matter listed therein, without limitation in time by virtue or any other provisions of this Lease. Any acceptance by the Landlord of insurance certificates and endorsements does not relieve Tenant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause also shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**12. Assignment and Subleasing.** Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, without the prior written consent of Landlord which consent may be withheld by Landlord in its reasonable discretion. As part of the approval process, Landlord may consider a sublessee or assignee provided Tenant provides the following information:

(i) financial statements and other evidence reasonably acceptable to Landlord to show financial responsibility; (ii) Landlord is provided evidence and assurance that assignee can provide the Required Youth Programs; (iii) Landlord is provided evidence and assurance that assignee has the expertise to operate the Snack Bar; (iv) no amount is paid by assignee to Tenant for the assignment or there is no sublease rent paid to Tenant in excess of the amounts required to be paid under this Lease to Landlord; and (v) proof of insurance as set forth in Section 11. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Irrespective of any assignment or sublease, Tenant shall remain fully liable under this Lease and shall not be released from performing any of the terms, covenants and conditions of this Agreement.

### **13. Default; Remedies.**

**13.1. Default.** The occurrence of any of the following events shall constitute a default on the part of Tenant under this Lease ("**Default**"):

- a. Monthly Payment.** A failure by Tenant to pay any sum due under this Lease within three (3) days after written notice that such payment is due.
- b. Youth Programs.** Tenant fails to continuously provide the Required Youth Programs.
- c. Abandonment.** Tenant abandons the Leased Premises
- d. Assignment or Subletting.** Tenant has assigned or sublet the Leased Premises in violation of Section 12.
- e. Failure to Comply.** Tenant's failure to comply with the insurance provisions contained in Section 11.
- f. Non-Profit Status.** Tenant ceases to be a non-profit corporation.
- g. Bankruptcy.** The bankruptcy or insolvency of Tenant, any transfer by Tenant to defraud creditors, any assignment by Tenant for the benefit of creditors, or the commencement of any proceedings of any kind by or against Tenant under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act unless, in the event any such proceedings are involuntary, Tenant is discharged from the same within 60 (sixty) days thereafter; the appointment of a receiver for a substantial part of the assets of Tenant; or the levy upon this Lease or any estate of Tenant hereunder by any attachment or execution.
- h. Performance of Lease Terms.** Tenant's failure to perform any of the terms, covenants, agreements or conditions of this Lease to be observed or performed by Tenant which default has not been cured within 15 (fifteen) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within the 15 (fifteen) period, Tenant shall not be deemed to be in default if cure is promptly commenced within the 15-day period and thereafter diligently pursued to completion.

**13.2. Landlord's Remedies.** In the event of a Default by Tenant, Landlord may at any time thereafter, without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may have by reason of such Default:

- a. Continue Lease.** Pursue the remedy described in California Civil Code Section 1951.4 whereby Landlord may continue this Lease in full force and effect after Tenant's breach and recover the Rent and any other monetary charges as they become due, without terminating Tenant's right to sublet or assign this Lease, subject only to reasonable limitations as herein provided. During the period Tenant is in default, Landlord shall have the right to do all acts necessary to preserve and maintain the Premises as Landlord deems reasonable and necessary, including removal of all persons and property from the Premises, and Landlord can enter the Premises and re-let them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Re-letting can be for a period shorter or longer than the remaining Term.
- b. Perform.** Pay or perform such obligation due (but shall not be obligated to do so), if Tenant fails to pay or perform any obligations when due under this Lease within the time permitted for their payment or performance. In such case, the costs incurred by Landlord in connection with the performance of any such obligation will be additional Rent due under this Lease and will become due and payable on demand by Landlord.
- c. Terminate.** Terminate Tenant's rights to possession by any lawful means, in which case this Lease shall terminate, and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, without limitation, the following: (A) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus (B) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that is proved could have been reasonably avoided; plus (C) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that is proved could be reasonably avoided; plus (D) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus (E) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. In addition, Landlord shall be entitled to recover from Tenant the unamortized portion of any Tenant improvement allowance, free rent or other allowance provided by Landlord to Tenant and any brokerage commission or finder's fee paid or incurred by Landlord in connection with this Lease (amortized with interest at the Interest Rate on a straight line-basis over the Lease Term of this Lease.) Upon any such termination of Tenant's possessory interest in and to the Premises, Tenant (and at Landlord's sole election, Tenant's sublessees) shall no longer have any interest in the Premises, and Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises which Landlord in its sole discretion deems reasonable and necessary. The "worth at the time of award" of the amounts referred to in subparagraphs (A) and (B) above is computed by allowing interest at the maximum rate an individual is permitted by law to charge. The worth at the time of award of the amount referred to

in subparagraph (C) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). In addition, any notice required to be given by Landlord under this Lease shall be in lieu of, and not in addition to, any notice required under Section 1161 of the California Civil Code of Procedure.

- d. **No Surrender.** No act or omission by Landlord or its agents during the Term shall be an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Premises shall be valid unless accepted in writing executed by a duly authorized representative of Landlord.
- e. **Additional Remedies.** Pursue any other legal or equitable remedy available to Landlord. Unpaid installments of Rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the rate of 10% (ten percent) per annum.
- f. **Effect of Termination.** Neither the termination of this Lease nor the exercise of any remedy under this Lease or otherwise available at law or in equity will affect Landlord's rights of indemnification set forth in this Lease or otherwise available at law or in equity for any act or omission of Tenant, and all rights to indemnification and other obligations of Tenant intended to be performed after termination or expiration of this Lease shall survive termination or expiration of this Lease.

### 13.3. Tenant's Remedies.

- a. **Tenant's Right to Terminate.** Tenant shall have the right to terminate this Lease for any reason at any time during the Lease Term provided that Tenant shall give Landlord a minimum of 30 (thirty) days written notice.
- b. **Landlord Default.** If Landlord fails to perform any of its obligations under this Lease, and Landlord does not perform such obligation within 30 (thirty) days after receipt of written notice from Tenant, Tenant shall be entitled to exercise all remedies available to Tenant at law or in equity, including but not limited to, mandatory injunctions. Notwithstanding the foregoing, if due to the nature of such default, cure is not reasonably possible within such 30 (thirty) day period, Landlord shall not be deemed in breach if cure is promptly commenced within the 30-day period and diligently pursued to completion.
- c. **Limitations.** Notwithstanding any other provision in this Lease. Tenant hereby releases Landlord and its agents from any liability whatsoever to Tenant arising out of or in connection with any default or other wrongful act by Landlord or its agents under this Lease. Neither the Landlord nor its agents will have any liability for any act, gross negligence or omission of Landlord or its agents, and Tenant expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant except for malicious acts or omissions and fraud. Notwithstanding anything to the contrary in this Lease, neither Landlord nor its agents shall be liable under any circumstances for Tenant's loss of profit, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, or other similar forms of consequential damages, in each case however occurring.

- d. **COVID-19 Release.** Tenant further releases Landlord from liability for any and all claims of any kind related to the COVID-10 emergency that may be made in connection with or arising out of the operation of this Lease. Tenant shall be wholly responsible for implementing and enforcing any and all safety protocols to protect its staff and program participants. Landlord and its agents shall in no way or under any circumstances incur any liability for any COVID-19 transmission that may occur among program participants at the Leased Premises or as a result of the activities performed at the Leased Premises.

**14. Right of Entry.** Landlord or its agents shall have the right to enter the Leased Premises at all reasonable times upon prior notice to inspect the Leased Premises to determine whether Tenant is complying with the terms of this Lease and to do other lawful acts that may be necessary to protect Landlord's interest in the Leased Premises under this Lease or to perform Landlord's duties under this Lease. Landlord's entry and any work conducted by Landlord, or its agents shall be performed so as to minimize interruption or interference with Tenant's ability to conduct the Youth Programs.

**15. Surrender of Premises; Holding Over.** On the expiration or termination of this Lease, Tenant shall promptly surrender and deliver the Leased Premises to Landlord in good condition subject to reasonable wear and tear. At the expiration of this Lease, if Tenant holds over for any reason, the tenancy shall then be a monthly lease and not a renewal or extension of this Lease. Tenant shall pay monthly rent in an amount of 150% (one hundred fifty percent) of the Monthly Rent previously payable under this Lease and otherwise comply with all obligations under this Lease.

**16. Damage and Destruction.** If the Complex or Leased Premises is damaged or destroyed, whether partially or entirely, by any cause, then Landlord may elect, in its sole discretion, to repair, restore, or reconstruct the damaged building or to terminate this Lease. Landlord shall have no obligation to rebuild the Complex. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Leased Premises or of any damage or defects in the Leased Premises or any fixtures or equipment therein.

**17. General Provisions.**

**17.1. Entire Agreement.** This Lease constitutes the entire agreement between the Parties and supersedes any and all other prior agreement, either oral or written, between Tenant and Landlord pertaining to Leased Premises.

**17.2. Interest.** Any monetary payment due Landlord, other than late charges, not received by Landlord within three (3) days following the date on which it was due shall bear interest from the third day after it was due until paid in full at the rate of ten 10% (percent) per annum, but, in no event, exceeding the maximum rate allowed by law, in addition to the late charge provided for in Section 15.3.

**17.3. Authority.** Each person signing this Lease for Tenant represents and warrants to Landlord that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery this Lease shall be binding upon and enforceable against Tenant.

**17.4. Amendment.** This Lease shall not be amended, revised, modified or revoked at any time without the written agreement of both Parties.

**17.5. Binding Effect.** This Lease shall be binding on the Parties, their representatives, successors, and assigns.

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

**17.7. Attorney's Fees.** If either Party commences litigation against the other under this Lease, the prevailing Party shall be entitled to recover from the other Party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment.

**17.8. Notices.** Any notice herein required or permitted to be given shall be deemed given (i) three (3) days following the date the same is mailed, by United States certified mail, postage prepaid, return receipt requested, properly addressed to the Party; or (ii) one (1) day following the date the same is mailed by a national overnight delivery service prepaid and delivery receipt requested, properly addressed to the Party. Notices personally delivered shall be deemed given as of the date of personal delivery. Until changed, as hereinafter provided, notices and communications to the Parties shall be addressed as follows

To Landlord: City of Suisun City  
701 Civic Center Blvd.  
Suisun City, CA 94585  
Attn: City Manager

With a copy to: Aleshire & Wynder  
1881 Von Karmen Avenue  
Suite 1700  
Attn: City of Suisun City Attorney

To Tenant: Bulldog Baseball & Softball Club  
2010-A Harbison #191  
Vacaville, CA 95687  
Attn: Keith Thompson

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**17.9. Construction.** The provisions contained herein shall not be construed in favor of or against either Party but shall be construed as if both Parties prepared and drafted this Lease.

**17.10. Interpretation.** The masculine and neuter genders, the singular number and the present tense shall be deemed to include the feminine gender, the plural number and past and future tense, respectively, where the context so requires. The headings contained in this Lease are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Lease.

**17.11. Severability.** The invalidity or unenforceability of any particular provision of this Lease shall not affect the validity or enforceability of the other provisions. In the event of invalidity or unenforceability of a particular provision, this Lease shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

**17.12. Waiver.** Party's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of the other Party. Each Party's performance under this Agreement shall be excused to the extent that such performance is hindered, delayed or made commercially impractical by causes beyond that party's reasonable control.

**17.13. Force Majeure.** A Party shall not be chargeable with, liable for or responsible to the other Party for anything or in any amount for any failure to perform or delay caused by: fire; earthquake; explosion; flood; hurricane; the elements; Acts of God or the public enemy; actions, restrictions, limitations or interference of governmental authorities or agents; war; invasion; insurrection; pandemics; rebellion; riots; strikes or lockouts; inability to obtain necessary materials, goods, equipment, services, utilities or labor; or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of the Party; and any such failure or delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Lease by that Party.

**17.14. Public Records.** Each Party acknowledges that any and all written information submitted to or obtained by the other Party or any other person or entity having to do with or related to this Lease or the Leased Premises, either pursuant to this Lease or otherwise may be treated as a public record open to inspection by the public pursuant to the California Public Records Act (California Government Code Section §§ 6250 through 6276.48) as now in force or as may be amended ("**Act**"). Each Party waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under the other Party, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify, defend, and hold the other Party harmless from any and all claims, demands, liabilities, or obligations arising out of or resulting from a claim by the Party that such information is a trade secret, or confidential, or is not subject to inspection by the public, including without limitation reasonable attorney's fees and costs.

**17.15. Counterparts.** This Lease may be executed in several counterparts of which each shall be deemed a duplicate original but all of which shall constitute a single document.

**17.16. Exhibits.** Exhibits A and B attached hereto are incorporated herein by reference.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the Effective Date.

**LANDLORD:**

**CITY OF SUISUN CITY,**  
a municipal corporation

By: \_\_\_\_\_  
City Manager, Greg Folsom  
\_\_\_\_\_, 2022

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
City Attorney

**TENANT:**

**BULLDOG BASEBALL & SOFTBALL CLUB,**  
a California non-profit public benefit corporation

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

Its: \_\_\_\_\_

**Exhibit A**

**Legal Description of the Property**

**LEGAL DESCRIPTION OF PROPERTY**

**APN. 0174-160-070**

**City Yard:**

Being all that certain real property situate in the City of Suisun City, State of California, being a portion of Assessor's Parcel Number 0174-160-070 as said Parcel is shown on that certain Assessor's Map in Book 174 Page 19 in the Office of Solano County Assessor, and further being a portion of the lands described in the Quit Claim Deed filed for record June 18, 2004 as Document 2004-00082913 in the office of the Solano County Recorder, being more particularly described as follows:

Beginning at the intersection of the northerly projection of the east line with the easterly projection of the south line; thence along a line North, 850 feet; thence along a line West, 350 feet; thence along a line South, 850 feet; thence along said projection and said south line South 89d10'54" East, 350.04 feet to the Point of Beginning.

**Mandatory Open Area:** All the land within APN 0174-160-070 which is subject to the following:

- (i) Restrictive Easement for Safety Area dated August 9, 1954, and recorded on September 20, 1954, as Instrument No. 14387 in Book 731 at Page 552 in the Official Records of Solano County, State of California.
- (ii) Easement Deed dated November 6, 1990, and recorded on December 31, 1990, as Instrument No. 900101329 in the Official Records of Solano County, State of California.

**Complex:**

Being all that certain real property situate in the City of Suisun City, State of California, being a portion of Assessor's Parcel Number 0174-160-070 as said Parcel is shown on that certain Assessor's Map in Book 174 Page 19 in the Office of Solano County Assessor, and further being a portion of the lands described in the Quit Claim Deed filed for record June 18, 2004 as Document 2004-00082913 in the office of the Solano County Recorder, **BUT excluding** the property described above as City Yard and Mandatory Open Area.

Exhibit B  
Depiction of Complex



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## AGENDA TRANSMITTAL

**MEETING DATE:** August 16, 2022

---

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2022-\_\_: Accepting the Suisun City Dock Box Replacement Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project.

---

**STRATEGIC PLAN** Provide Good Governance

---

**FISCAL IMPACT:** Acceptance of this Suisun City Marina Dock Box Replacement Project as complete will not have a fiscal impact on the General Fund as the project costs are covered by ROPS (Recognized Obligation Payments Schedule). The project services are complete, and Contractor provided the final invoice in the amount of \$188,654.00.

---

**BACKGROUND:** The dock boxes at the marina which house the electrical and potable water lines, in addition to providing storage for each individual slip were past their life expectancy and were in need of replacement. To allow for safe electrical units secured from weather, the need for new dock boxes was necessary. In 2020, the marina had several dock boxes replaced during the potable waterline replacement project. The remaining 112 dock boxes needing to be replaced were addressed during this project.

---

**STAFF REPORT:** During the City Council meeting on February 15, 2022, the contract for this Project was awarded to Consolidated Engineering, Inc. The scope of work was completed, and staff recommends accepting the Project as completed and authorizing the City Manager to file and record the Notice of Completion (NOC) with the County, which will then start the one-year warranty period on all work.

---

**RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2022-\_\_: Accepting the Suisun City Dock Box Replacement Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project.

---

**ATTACHMENTS:**

1. Resolution No. 2022-\_\_: Accepting the Suisun City Dock Box Replacement Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project.
2. Location Map.
3. Notice of Completion.

---

**PREPARED BY:**

Janet Hull, Recreation Manager

**REVIEWED BY:**

Kris Lofthus, Recreation, Parks, and Marina Director

**APPROVED BY:**

83

Greg Folsom, City Manager

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**RESOLUTION NO. 2022-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
ACCEPTING THE SUISUN CITY MARINA DOCK BOX REPLACEMENT PROJECT  
AS COMPLETE, AND AUTHORIZING THE CITY MANAGER TO RECORD THE  
NOTICE OF COMPLETION FOR THE PROJECT**

**WHEREAS**, the dock boxes at the marina which house the electrical and potable water lines, in addition to providing storage for each individual slip were past their life expectancy and were in need of replacement; and

**WHEREAS**, to allow for safe electrical units secured from weather, the need for new dock boxes is necessary; and

**WHEREAS**, 112 dock boxes needing to be replaced were addressed during this project; and

**WHEREAS**, in 2021 the State Department of Finance approved the City's Recognized Obligation Payment Schedule (ROPS), which includes funding allocation for the replacement of the dock box replacement; and

**WHEREAS**, Consolidated Engineering, Inc. has completed all work under the contract for the Project and is ready to receive a Notice of Completion.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City does hereby accept the Suisun City Marina Dock Box Replacement Project as completed and authorizes the City Manager to take such measures as necessary to execute the Notice of Completion.

**PASSED AND ADOPTED** at a regular meeting of said City Council held on Tuesday, the 16<sup>th</sup> day of August 2022 by the following vote:

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

**WITNESS** my hand and the seal of said City this 16<sup>th</sup> day of August 2022.

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

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**ATTACHMENT 2**  
**DOCK BOX LOCATION MAP**



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WHEN RECORDED MAIL TO:

Name Public Works Department  
Street CITY OF SUISUN CITY  
Address 701 CIVIC CENTER BLVD.  
City & SUISUN CITY, CA 94585  
State, Zip

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

No Fee, per code 27283

## NOTICE OF COMPLETION

A.P.N. \_\_\_\_\_

### Notice is hereby given that:

- The undersigned is owner of the interest or estate stated below in the property hereinafter described.
- The full name of the undersigned is City of Suisun City
- The full address of the undersigned is 701 Civic Center Blvd.  
Suisun City, CA 94585
- The nature of the title of the undersigned is: In fee. N/A  
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee.")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: **NONE**

NAMES

ADDRESSES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- The names of the predecessors in the interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to: **NONE**

NAMES

ADDRESSES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If no transfer made, insert "none.")

- A work of improvement on the property hereinafter described was completed on June 30, 2022
- The name of the contractor, if any, for such work of improvement was Consolidated Engineering, Inc.

(If no contractor for work of improvement as a whole, insert "none.")

- The property on which said work of improvement was completed is in the City of Suisun City, County of Solano, State of California, and is described as follows:  
Dock Box Replacement Project

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- The street address of said property is at Suisun City Marina East and West Docks

\_\_\_\_\_  
\_\_\_\_\_

- I declare under penalty of perjury the foregoing is true and correct.

Signature of  
owner named  
in paragraph 2 \_\_\_\_\_

Dated: \_\_\_\_\_

By Greg Folsom, City Manager

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## AGENDA TRANSMITTAL

**MEETING DATE:** August 16, 2022

---

**CITY AGENDA ITEM:** Council Consideration of Shelter Solano Memorandum of Understanding

- a. Council Adoption of Resolution No. 2022-\_\_\_\_: Authorizing the City Manager to sign a Memorandum of Understanding (MOU) and contract with Shelter Solano to sponsor two shelter beds for 12 months.
- b. Council Adoption of Resolution No. 2022-\_\_\_\_: Adopting the 1<sup>st</sup> Amendment to the Annual Appropriation Resolution No. 2022-90 to Appropriate Funds for Solano Shelter Program.

---

**FISCAL IMPACT:** The cost for sponsoring two shelter beds for 12 months is \$68,400. Funding is available through the American Rescue Plan Act (ARPA) Homelessness Project, but Council must approve attached amendment no. 1 to the Annual Appropriation Resolution 2022-90 to appropriate funding for Solano Shelter in the FY 2022-23 Annual Budget.

---

**STRATEGIC PLAN:**

- Provide Good Governance, Section 4.7 – Improve productivity, efficiency, effectiveness, customer service and citizen satisfaction in all areas of municipal organization.

---

**BACKGROUND:** Suisun City has previously sponsored two shelter beds with Shelter Solano to ensure city staff can connect homeless individuals in Suisun City with shelter services. Sponsoring shelter beds also assists with staff's ability to conduct encampment clean ups within the guidelines of the Martin v Boise, Ninth Circuit Court decision.

Shelter Solano provides “wrap around” services with the goal of assisting homeless individuals in becoming self-sufficient. Suisun City has been sponsoring two shelter beds at Shelter Solano since February of 2021. During the past year, seven separate placements of homeless individuals into the shelter have occurred. Six of these placements were different people, as one individual was placed into the shelter a second time after a three-month absence from the shelter. That individual has been a resident of the shelter for several weeks and is currently working towards becoming self-sufficient.

In total, six homeless individuals were able to spend approximately 263 days collectively receiving shelter services over the past year. Additionally, staff was able to request some of our homeless remove their encampment approximately 283 separate times after they refused shelter services since February of 2021. This ability to offer shelter services is essential in our ability to continue conducting cleanups of homeless encampments that create refuse and other unsafe conditions in our public areas.

---

**STAFF REPORT:** The City currently has pre-identified ARPA funding for a Homeless Project. This funding has not been budgeted in the 22/23 budget, but it has been set aside to assist with the homeless issues facing our community. Continuing a partnership with Shelter Solano will allow city staff to continue providing assistance to our homeless population. Continuing this partnership will also allow city staff to periodically abate illegal homeless encampments that are causing a buildup of trash in public places and the polluting of our waterways near the location of some encampments.

---

**PREPARED BY:**

**REVIEWED/APPROVED By:**

Aaron Roth, Police Chief  
Greg Folsom, City Manager

Should the city terminate the partnership with Shelter Solano, city staff will no longer be able to proactively clear illegal encampments, as Shelter Solano is the only shelter in the area that offers services that are not faith based. The Martin v Boise decision states that available shelter services should not be specific to any religious beliefs and that if a shelter is of a religious background, homeless individuals cannot be forced to decide between being arrested for illegally camping or entering a faith-based shelter.

Additionally, Shelter Solano is located on Beck Avenue in the City of Fairfield within close proximity for city staff assisting with transporting homeless individuals. Sponsored beds will be exclusively used by Suisun City homeless individuals identified by Suisun City staff conducting outreach or clearing encampments.

---

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

- a. Resolution No. 2022-\_\_\_\_: Authorizing the City Manager to sign a Memorandum of Understanding (MOU) and contract with Shelter Solano to sponsor two shelter beds for 12 months.
- b. Resolution No. 2022-\_\_\_\_: Adopting the 1st Amendment to the Annual Appropriation Resolution No. 2022-90 to Appropriate Funds for Solano Shelter Program.

---

**ATTACHMENTS:**

1. Council Adoption of Resolution No. 2022-\_\_\_\_: Authorizing the City Manager to sign a Memorandum of Understanding (MOU) and contract with Shelter Solano to sponsor two shelter beds for 12 months.
2. Council Adoption of Resolution No. 2022-\_\_\_\_: Adopting the 1st Amendment to the Annual Appropriation Resolution No. 2022-90 to Appropriate Funds for Solano Shelter Program.
3. MOU with Shelter Solano.

**RESOLUTION NO. 2022-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF  
UNDERSTANDING ( MOU) AND CONTRACT WITH SHELTER SOLANO TO  
SPONSOR TWO SHELTER BEDS FOR SHELTER BEDS TO HOUSE HOMELESS  
MONTHS**

**WHEREAS**, the City of Suisun City has previously sponsored two shelter beds with Shelter Solano to ensure city staff can connect homeless individuals in Suisun City with shelter services; and

**WHEREAS**, Sponsoring shelter beds also assists with city staff's ability to conduct encampment clean ups within the guidelines of the Martin v Boise, Ninth Circuit Court decision; and

**WHEREAS**, Shelter Solano offers wrap around services that not only house the homeless, but also assists homeless individuals with becoming self-sufficient; and

**WHEREAS**, Shelter Solano is offering to provide two shelter beds for homeless individuals in Suisun City accessible only through intake by city staff; and

**WHEREAS**, Funding for this is available through the American Rescue Plan Act (ARPA) fund, under Homelessness Project; and

**WHEREAS**, Council shall approve the First Amendment to the Annual Appropriation Resolution No. 2022-90.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City hereby authorizes the City Manager to sign an MOU with Shelter Solano to provide two shelter beds.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 16<sup>th</sup> day of August 2022 by the following vote:

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

**WITNESS** my hand and the seal of said City this 16<sup>th</sup> day of August 2022.

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

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**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
ADOPTING THE 1st AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2022-90  
TO APPROPRIATE FUNDS FOR SOLANO SHELTER PROGRAM.**

**WHEREAS**, On June 21, 2022, the City Council adopted the Annual Appropriation Resolution No. 2022-90 to appropriate from each of the several funds of the City to each department of the City amounts set forth in the Annual Budget Business and Financial Plan for Fiscal Year 2022-2023.

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

**THAT** the annual appropriation for ARPA funded program is hereby amended as follows:

		Increase/ (Decrease)
TO:	ARPA(American Rescue Plan Act) - Reimburse Other Agency	\$ 68,400
	Total	<u>\$ 68,400</u>

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

	<u>Sources</u>	<u>Uses</u>
<u>ARPA-American Rescue Plan Act Grant Fund</u>		
Revenue:		
A/C No. 167-70101-346' ARPA Funds- Beginning Balance	\$ 68,400	
Appropriations:		
A/C No. 167-91230-346' Reimbursement- Other Agency		\$ 68,400
Total Fund 10	<u>\$ 68,400</u>	<u>\$ 68,400</u>

**THAT** the purpose is to appropriate funds into the budget.

**ADOPTED AND PASSED** at a regular meeting of the City Council of the City of Suisun City duly held on the 16th day of August, 2022 by the following vote:

**AYES:** COUNCILMEMBERS  
**NOES:** COUNCILMEMBERS  
**ABSENT:** COUNCILMEMBERS  
**ABSTAIN:** COUNCILMEMBERS

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

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

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## MEMORANDUM OF UNDERSTANDING

Suisun City Police Department (hereinafter "SCPD") and SHELTER Solano, Inc. (hereinafter "CONTRACTOR") hereby enter into this MOU for the provision of CONTRACTOR providing shelter care for the participants referred by SCPD.

### **DEFINITIONS**

In this MOU, the following words and expression shall have the meanings hereby assigned to them except where the context otherwise requires:

**Agreement** shall mean this MOU, including Exhibits and fully executed amendments hereto.

**Scope of Work** shall mean a list and description of the services to be performed, including all responsibilities of the CONTRACTOR and any policies and procedures to be followed during the course of the Work, fees/rates/payment schedules of described Work, as listed in Exhibit A.

**Change Order** shall mean an order, issued pursuant to Item 2 of this agreement, for changes in the scope, nature, quantity, timing, and/or price of the Work.

**Work Order** shall mean an order, issued pursuant to Item 2, where SCPD requests CONTRACTOR to supply or perform services and Contractor agrees to perform such services as listed within the Scope of Work as listed in Exhibit A.

### **RESPONSIBILITIES OF THE PARTIES**

Parties understand that each should be able to fulfill its responsibilities under this Memorandum of Understanding (MOU) in accordance with the provisions of law and regulation that govern their individual activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time any parties are unable to perform their functions under this MOU consistent with such parties statutory and regulatory mandates, the affected parties shall immediately provide written notice to the others seeking a mutually agreed upon resolution.



## MEMORANDUM OF UNDERSTANDING

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter stated, the Parties agree as follows:

#### **1. SERVICES**

- 1.1 During the term of this agreement, the CONTRACTOR shall furnish the services set forth in Exhibit A, Scope of Work, attached hereto and included by this reference. CONTRACTOR will provide the services as an independent contractor and not as an employee of SCPD.

#### **2. WORK ORDERS, CHANGE ORDERS**

- 2.1 If at any time during the term of this Agreement, SCPD through one or more written work orders, delivery tickets, or other instruments, requests CONTRACTOR to supply or perform services, and CONTRACTOR agrees to perform those services, each such request regardless of form shall be deemed a "Work Order" governed by and subject to the terms and conditions of this agreement. Agreements or stipulations on any Work Order that are contrary to any term of this agreement shall be void, unless CONTRACTOR and SCPD have expressly agreed in writing that such agreement or stipulation shall supersede the terms of this agreement.
- 2.2 In the event that SCPD requests CONTRACTOR to perform services that are outside the scope of work as listed in Exhibit A, such services and a compensation schedule therefore must be mutually agreed upon by both parties in a written "Change Order" prior to the provision of said services. The Change Order constitutes an amendment to the applicable Work Order, and the services set forth therein shall be deemed to be part of such Work Order.

#### **3. LABOR, EQUIPMENT, MATERIALS, SUPPLIES, AND SERVICES**

- 3.1 Upon receipt of a mutually agreeable Work Order, CONTRACTOR shall begin furnishing the services according to the specifications and requirements of this agreement and the Work Order.
- 3.2 All services rendered by CONTRACTOR hereunder shall be performed in accordance with industry standards as applicable to the region or area where the work is to be performed. All materials and equipment furnished by CONTRACTOR in the performance of services hereunder shall be free from material defects. Any of the materials, equipment, or services found to be materially defective shall be at CONTRACTOR's



## MEMORANDUM OF UNDERSTANDING

sole discretion, either removed, replaced or corrected by CONTRACTOR without additional cost to SCPD.

- 3.3 CONTRACTOR shall maintain its equipment in operating condition at all times and shall use commercially reasonable means to control and prevent fires and blowouts, protect the hole, and prevent damage to PHC's equipment.

### **4. INDEPENDENT CONTRACTOR**

- 4.1 During the term of this agreement, the CONTRACTOR shall furnish the services set forth in Exhibit A. CONTRACTOR also agrees that he/she is not and will not become an employee, agent or principal of SCPD while this agreement is in effect. CONTRACTOR agrees that they are not entitled to the rights or benefits afforded to SCPD employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at their own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses.

### **5. INDEMNIFICATION and INSURANCE**

- 5.1 CONTRACTOR agrees to hold harmless and indemnify SCPD for any and all claims arising out of any injury, disability or death.
- 5.2 The term of this agreement shall extend from month to month.

### **6. DURATION and COMPENSATION**

- 6.1 SCPD will pay CONTRACTOR a total of \$5,700 per month for access to two beds. Additional beds are available for \$2,850.00 per month, per bed, as requested and referred to CONTRACTOR.
- 6.2 CONTRACTOR retains the right to accept or refuse referral based on eligibility and gender bed availability.
- 6.3 Payment for services rendered shall be made by SCPD upon submission by CONTRACTOR invoices. The invoices will be allotted as agreed to by contract.

### **7. CONFIDENTIALITY**

- 7.1 CONTRACTOR shall not use for personal gain and shall preserve as confidential all privileged information acquired from SCPD in the performance of this Agreement. The term "privileged information" shall include without limitation unpublished information and data



MEMORANDUM OF UNDERSTANDING

related to operations of SCPD, any and all beneficiary information and plans, methods, processes, internal specifications and reports

The parties have executed this Memorandum of Understanding on the date first written above.

**SHELTER Solano, Inc.**

**Suisun City Police Department**

\_\_\_\_\_  
**Signature**

John Eckstrom

\_\_\_\_\_  
**Printed Name**

Chief Executive Officer

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

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

PO Box 5368

Concord, CA 94524

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

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

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

\_\_\_\_\_  
**Address**



## MEMORANDUM OF UNDERSTANDING

### **Exhibit A — Scope of Work**

#### **Facilities:**

SHELTER Solano, Inc. will provide shelter care to SCPD clients for persons experiencing homelessness. SHELTER Solano, Inc. shall ensure that the facility provides safe accommodations, 24/7 on site non-medical supervision, and case management services that meet the minimum requirements set by the State of California Health and Safety Code for Emergency Housing and Assistance Programs.

#### **Services Provided by SHELTER Solano, Inc.:**

SHELTER Solano, Inc. shall provide the following services to SCPD referrals:

- Enrollment in the county's Homeless Management Information System (HMIS) for all NHBC members.
- Safe and secure housing
- Limited Secured storage for personal belongings and medications
- Three (3) meals a day that meet basic nutrition standards
- At least one wellness check every 24 hours
- Individualized service plan and focused case management services to promote overall well-being.
- Assistance in planning and implementing goals pertaining to health, wellness and permanent housing.
- Onsite life skills classes including, Money Management, Conflict Resolution, Parenting, and Employment Skills Facilitation of member's access to available public benefits (e.g. Veteran's, SNAP and medical)
- Employment and education services
- Referrals to legal aid to assist in resolving barriers to housing and employment
- Referrals to partnering social services agencies (e.g., alcohol and substance abuse treatment, housing)

#### **Collaboration with Suisun City Police Department and its Contracted Providers:**

SHELTER Solano, Inc. shall accept referrals of SCPD upon approval of designated SCPD staff.



## MEMORANDUM OF UNDERSTANDING

SHELTER Solano, Inc. shall collaborate with SCPD staff to gather necessary information on the homeless individual, including confidentiality releases for the sharing of information and information to determine eligibility.

All referrals to SHELTER Solano, Inc. must include information to determine eligibility of the participant. This ensures a successful experience for SCPD and for the individual being referred. Failure to do so may result in a denial of services based on being un-eligible to stay within the facility.

### **Rate Structure:**

Suisun City Police Department shall pay SHELTER Solano, Inc. \$5,700.00 per month, for two beds directly referred to CONTRACTOR. CONTRACTOR will retain the right to accept or decline referral, depending upon eligibility and gender availability of beds. SCPD shall have 30 days from the date of the invoice to pay the amount due thereon, or notify CONTRACTOR in writing of a *bona fide* dispute asserted in good faith as to one or more of the invoice items.

### **Term:**

The term for this contract is July 1, 2022 – June 30, 2023.

## AGENDA TRANSMITTAL

**MEETING DATE:** August 16, 2022

---

**CITY AGENDA ITEM:** Council Adoption of Resolutions Establishing the Job Classifications of Code Enforcement Officer I/II and Amending the City of Suisun City Salary Schedule:

- a. Council Adoption of Resolution No. 2022-\_\_: Establish the Code Enforcement Officer I/II Job Classifications; and
- b. Council Adoption of Resolution No. 2022-\_\_: Amending the City of Suisun City Salary Schedule to Establish a Salary for Code Enforcement Officer I/II and Correct the Bargaining Unit Designation of the Dispatcher Classifications from SCEA to SCPOA.

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**FISCAL IMPACT:** During the Fiscal Year 2022-23 budget, a vacant Community Services Officer (CSO) I/II position was reallocated from the Police Department budget to the Development Services Department budget to support Code Enforcement. The CSO position is now being reclassified to Code Enforcement Officer setting the salary at a 16% increase over the current CSO position. Part of the cost of the new position will be absorbed in the existing budget due to salary savings from the vacancy and any remaining costs will be included in the amended budget.

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

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**BACKGROUND:** The City's prior Code Enforcement Program had two Community Services Officers (CSO) that serve the City which were part of the Police Department budget and managed by the Police Chief.

With a new Development Services Director and the recent retirement of a CSO, the vacant CSO was reallocated to the Development Services Department in the FY 2022-23 budget. At the July 5, 2022, Council engaged in discussion about enhancing the City's Code Enforcement program, that would include dedicated and trained staff in Code Enforcement work, to allow the program to expand to address a wide array of City code matters, including: overgrown vegetation, illegal construction, storing debris and rubbish in public view, keeping inoperable/unregistered vehicles on private property in public view, unsafe building/living units, parking on private unpaved/unapproved surfaces, discarding appliances, household items, and construction materials, illegal businesses, illegal fences and signs, and illegal keeping of animals.

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**STAFF REPORT:** The new Code Enforcement Office I/II classification performs a variety of field and office tasks related to inspections and investigations to ensure compliance with City codes, and regulations in the areas of housing, zoning, blight, nuisance, abatement, signage, vehicles, and environmental or other neighborhood-related improvement issues. The class specification that outlines more specifically the individual duties and minimum requirements is attached.

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**PREPARED BY:**

Christina Penland, Human Resources Administrator

**REVIEWED/APPROVED BY:**

Gregory Folsom, City Manager

The City's existing citywide salary schedule will be amended to establish the salary for Code Enforcement Officer I/II as follows:

<b>Job Classification</b>	<b>Top Step Monthly Salary</b>
Code Enforcement Officer I	\$5432
Code Enforcement Officer II	\$5702

When setting salaries, we conduct both an internal and external analysis to determine where the salary compares to the current labor market, and also internally with other City classifications that perform work at a similar level or scope to the comparison classification.

The external salary survey identified 6 jurisdictions that had similar Code Enforcement classifications to compare to, including American Canyon, Fairfield, Vacaville, Vallejo, Woodland and West Sacramento. This survey revealed the proposed salary is at approximately 90% of the median salary for those agencies. While this is 10% below the market median, it is consistent internally when comparing this classification to other classifications in the City that perform work of similar level, responsibility, scope and complexity. Internally, this salary is set consistent with the pay scale of the Housing Specialist I/II classification series.

The Code Enforcement Officer I/II will be flexibly staffed consistent with other I/II classifications in the City. Due to the nature of the work performed, the Code Enforcement Officer I/II classification series is covered under FLSA for purposes of wages and overtime and will be represented by the Suisun City Employees' Association (SCEA). Staff have met our obligations to meet and confer with SCEA and SCEA is in support of this classification action.

The Citywide salary schedule is further being updated to correct the bargaining unit for the Public Safety Dispatcher I, Public Safety Dispatcher II and Senior Public Safety Dispatcher classifications, per the stipulation and agreement entered into on August 31, 2021 between the City of Suisun City, the SCEA, and the Suisun City Police Officers' Association (SCPOA) which changed the bargaining unit and representation of these classifications from the miscellaneous employee bargaining unit exclusively represented by SCEA to the police bargaining unit exclusively represented by the SCPOA.

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**RECOMMENDATION:** It is recommended that the City Council adopt Resolutions Establishing the Job Classifications of Code Enforcement Officer I/II and Amending the City of Suisun City Salary Schedule:

- a. Council Adoption of Resolution No. 2022-\_\_: Establishing the Code Enforcement Officer I/II Job Classifications; and
- b. Council Adoption of Resolution No. 2022-\_\_: Amending the City of Suisun City Salary Schedule to Establish a Salary for Code Enforcement Officer I/II and Correct the Bargaining Unit Designation of the Dispatcher Classifications from SCEA to SCPOA.

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**ATTACHMENTS:**

1. Council Adoption of Resolution No. 2022-\_\_: Establishing the Code Enforcement Officer I/II Job Classifications;
  - a. Code Enforcement Officer I/II Classification Specification; and

2. Council Adoption of Resolution No. 2022-\_\_\_\_: Amending the City of Suisun City Salary Schedule to Establish a Salary for Code Enforcement Officer I/II and Correct the Bargaining Unit Designation of the Dispatcher Classifications from SCEA to SCPOA;
  - a. Citywide Salary Schedule;
  - b. Stipulation and Agreement between the City of Suisun City, Suisun City Employees Association/Service Employees International Union, Local 1021 and the Suisun City Police Officers Association.

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**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY TO  
ESTABLISH THE CODE ENFORCEMENT OFFICER I/II CLASSIFICATIONS**

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

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

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

**WHEREAS**, the City Manager has requested the establishment of the Code Enforcement Officer I/II classification series; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Suisun City, California, the job classifications of Code Enforcement Officer I/II is adopted and is added to the City Classification Plan and the City Council authorizes the City Manager establish the new Code Enforcement Officer I/II classification specification. This Resolution shall take effect upon adoption.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 16<sup>th</sup> day of August 2022, by the following vote:

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

**WITNESS** my hand and the seal of said City this 16<sup>th</sup> day of August 2022.

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

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## **CODE ENFORCEMENT OFFICER I/II**

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

### **SUMMARY DESCRIPTION**

Performs a variety of field and office tasks related to inspections and investigations to ensure compliance with City codes and regulations in the areas of housing, zoning, blight, nuisance, abatement, signage, vehicles, and environmental or other neighborhood-related improvement issues.

### **IDENTIFYING CHARACTERISTICS**

Code Enforcement Officer I – This is the entry level class in the Code Enforcement Officer series. This class is distinguished from the journey by the performance of the more routine tasks and duties. Employees at this level are not expected to perform with the same independence of discretion and judgment on matters allocated to the journey level. Since this class is typically used as an entry class, employees may have only limited related work experience. Employees work under immediate supervision while learning the full range of the job duties and tasks. This classification is flexibly staffed with the Code Enforcement Officer II. Advancement to the II level is based on demonstrated proficiency in performing the assigned functions, the completion of minimum experience and education requirements for the II level; and is at the discretion of higher level supervisory or management staff.

Code Enforcement Officer II – This is the journey level class within the Code Enforcement Officer series. This class is distinguished from the entry level by the assignment of the full range of duties. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Incumbents handle the more complex and difficult situations and issues. Positions in this class are flexibly staffed and are normally filled by advancement from the entry level, or when filled from the outside require prior experience.

### **REPRESENTATIVE DUTIES**

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

Receive, process and investigate complaints and inquiries regarding code violations; communicate with parties involved in issues or violations using diplomacy and tact; and determine appropriate solutions and respond using a problem-solving approach.

Conduct field inspections and re-inspections; plan and maintain schedules; monitor and follow up on compliance and report problems; and photograph or film violations for evidence; may testify at hearings or other court proceedings.

Prepare and issue citations and other notices that outline proper repair, correction methods, time limits, permits and all necessary remedial work required; post notices relating to required abatements; carry negligent cases through prosecution in situations of non-compliance.

Prepare evidence and coordinate with City Attorney in support of legal actions taken by the City; appear in court as necessary; testify at hearings and in court proceedings as required.

Develop proactive strategies which increase communication, cooperation and enhance compliance; provide information to violators, the general public, business community, and other governmental agencies regarding codes, laws and ordinances; and respond to questions and inquiries.

Design educational programs and materials for presentation to the public or community groups; develop proactive strategies which enhance compliance; and provide training to new staff as needed.

**CITY OF SUISUN CITY**  
***Code Enforcement Officer I/II (Continued)***

Refer and coordinate violations to or with other departments or agencies, as appropriate, to abate nuisances; prepare reports on code enforcement issues for hearings and litigation.

Maintain accurate records and files; use a computerized database to maintain case records and requests for service; maintain appropriate confidentiality of sensitive information.

May be required to make presentations at City Council meetings.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Perform related duties as assigned.

**QUALIFICATIONS**

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

**Code Enforcement Officer I**

**Knowledge of:**

Principles and practices of good customer service including basic methods and techniques of conflict resolution.

Methods and techniques of basic videotaping and photography.

Methods and techniques of basic inspections.

Basic computer applications including database, spreadsheet, and word processing software. Research and report writing and principles of business correspondence.

English usage, spelling, punctuation, and grammar.

Basic arithmetic.

Record keeping methods and procedures.

Principles and practices of work safety.

**Ability to:**

Research basic codes and regulations.

Learn to perform basic inspections and use videotape and photographic equipment to record evidence.

Experience with organizing and planning, scheduling, ability to manage caseload and related projects as related to assigned responsibilities, conduct investigations and inspections related to code enforcement.

Occasionally work independently researching, diagnosing, and proposing solutions to problems of a complex nature.

On a continuous basis, know and understand all aspects of the job. Intermittently analyze code sections and reports; identify and interpret technical and numerical information; observe and problem solve.

Learn local, State and Federal laws, ordinances, codes, City functions, policies, rules, and regulations.

Learn to use pepper spray to protect self in the field.

Learn to communicate via police radio effectively.

Learn effective conflict resolution methods and techniques.

Learn to use tools necessary to perform inspections in assigned area.

**CITY OF SUISUN CITY**  
***Code Enforcement Officer I/II (Continued)***

Provide information to customers and other agencies or departments in an effective manner.

Assist with implementing solutions to code violation problems and complaints.

Prepare correspondence and reports and maintain records and statistics.

Make simple arithmetical calculations.

Use principles of effective office and field safety including use of equipment in proper and safe manner, use preventive personal ergonomic techniques, and maintenance of safe housekeeping in personal and common workplaces.

Provide high quality, economical services to the community, placing emphasis on responsive customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

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

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Preserve confidentiality of sensitive information routinely encountered in the course of work.

Use a computer with proficiency and familiarity.

**Code Enforcement Officer II**

In addition to the qualifications of the Code Enforcement Officer I:

**Knowledge of:**

Local, State and Federal laws, ordinances, codes, City functions, policies, rules, and regulations.

Skilled investigation and inspection techniques.

Methods and techniques of effective training and development of educational programs and materials.

Advanced communication and conflict management skills.

Effective research and report writing.

**Ability to:**

Organize, plan, schedule, and manage caseload and related projects as related to assigned responsibilities, conduct investigations and inspections related to code enforcement.

Appropriately interpret applicable codes, ordinances, and regulations and apply interpretations to a variety of challenging, unique and difficult situations.

Develop and recommend policies and procedures; interpret and apply administrative departmental policies, laws, and rules; analyze situations carefully and adopt an appropriate, effective course of action.

Analyze, recommend, and communicate appropriate solutions to complex and/or sensitive problems; appear in court and give testimony if required.

Manage difficult customer complaints, public contacts, and site visits; deal effectively, courteously, and productively with angry and upset customers and members of the public.

Work independently researching, diagnosing, and proposing solutions to problems of the most complex nature.

**CITY OF SUISUN CITY**  
**Code Enforcement Officer I/II (Continued)**

Coordinate and communicate with multiple departments and outside agencies in an effective manner.

Develop and present individual or group training related to assigned area of responsibility.

Develop effective information and educational material related to assigned area of responsibility.

Assist in the development and monitoring of an assigned program budget; project, track and reconcile expenses.

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

**Code Enforcement Officer I**

**Education/Training:**

Equivalent to the completion of the twelfth grade is required.

Supplemental coursework or training in code enforcement, planning, law enforcement, construction, engineering, public administration, or related field is desirable.

**Experience:**

One year of full-time public contact experience requiring persuasive communications, searching source documents, and interpreting, explaining and applying standards, guidelines, and policies related to regulatory laws and/or health and safety laws.

**License or Certificate:**

Possession of, or ability to obtain, a valid California class C driver's license is required.

May be required to complete PC 832 training within 12 months of appointment.

**Code Enforcement Officer II**

**Education/Training:**

Equivalent to the completion of the twelfth grade is required.

Supplemental coursework or training in code enforcement, planning, law enforcement, construction, engineering, public administration, or related field is desirable.

**Experience:**

Two years of experience in a public sector environment performing difficult, sensitive, and technical code enforcement, vehicle abatement, building inspection, environmental health inspection, code enforcement or related activities; or two years of experience similar to that of a Code Enforcement Officer I with the City of Suisun City.

**License or Certificate:**

Possession of, or ability to obtain, a valid California class C driver's license is required.

Possession of a Code Enforcement Training Certificate (for example, as issued by the California Association of Code Enforcement Officers, or similar professional group, by an educational institution, or by a governmental agency) is highly desirable.

May be required to complete PC 832 training within 12 months of appointment.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

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

**CITY OF SUISUN CITY**  
***Code Enforcement Officer I/II (Continued)***

**Environment:** Work will include both office and field activities. Field activities may include exposure to outdoor elements and confined workspaces, dust, electrical hazards, chemicals, dust, and mechanical hazards. Required to work in all weather conditions and drive a motor vehicle to travel to and from sites. May deal frequently with irate members of the public. Night, weekend, or extended hours of work may also be involved.

**Physical:** Work may include prolonged walking and standing, some climbing, stooping, reaching, light to moderate lifting (up to 25 pounds) and inspecting confined areas. Manual dexterity, and clear, understandable speech are also required. Employees will be required to wear personal protective gear.

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

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

FLSA	Non-Exempt
B.U.	SCEA
Established	8/16/2022

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**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AMENDING THE CITYWIDE SALARY SCHEDULE TO ESTABLISH A SALARY  
FOR CODE ENFORCEMENT OFFICER I/II AND CORRECT THE BARGAINING  
UNIT DESIGNATION OF THE DISPATCHER CLASSIFICATIONS FROM SCEA  
TO SCPOA.**

**WHEREAS**, on August 31, 2021, the City of Suisun City, the Suisun City Employees Association (SCEA) and the Suisun City Police Officers' Association (SCPOA) entered into a stipulation and agreement changing the bargaining unit and representation of the Dispatcher classifications, transferring these classifications from the miscellaneous employee bargaining unit exclusively represented by SCEA to the police bargaining unit exclusively represented by SCPOA;

**WHEREAS**, inadvertently, the bargaining unit designation on the salary schedule was not updated to reflect the bargaining unit change of the Public Safety Dispatcher I, Public Safety Dispatcher II and Senior Public Safety Dispatcher from SCEA to SCPOA;

**WHEREAS**, on July 19, 2022, the City Council approved the current Salary Schedule with the adoption of Resolution No. 2022-104; and

**WHEREAS**, the City has established the new job classification and salary of Code Enforcement Officer I/II, setting the top monthly consistent with the Housing Specialist I/II for internal equity; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City hereby adopts Resolution No. 2022-\_\_\_\_: Approving the Amended City of Suisun City Salary Schedule to Establish a Salary for Code Enforcement Officer I/II and correct the bargaining unit designation of the Dispatcher classifications from SCEA to SCPOA.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 16<sup>th</sup> day of August, 2022, by the following vote:

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

**WITNESS** my hand and the seal of said City this 16<sup>th</sup> day of August, 2022.

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

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City of Suisun City  
Salary Schedule  
Resolution Date: 8/16/2022

Job Class	Range	Hourly					Monthly		Effective Date	B.U.	FLSA
		Step A	Step B	Step C	Step D	Step E	Starting	Ending			
Account Clerk I	500	\$18.54	\$19.47	\$20.44	\$21.46	\$22.54	\$3,214	\$3,907	10/01/21	SCEA	
Account Clerk II*	501	\$20.40	\$21.42	\$22.49	\$23.61	\$24.80	\$3,536	\$4,298	10/01/21	SCEA	
Account Clerk III	503	\$22.43	\$23.56	\$24.73	\$25.97	\$27.27	\$3,889	\$4,727	10/01/21	SCEA	
Accountant*	235	\$34.03	\$35.73	\$37.52	\$39.40	\$41.37	\$5,899	\$7,170	10/01/21	SCMPEA	Exempt
Accounting Services Manager	207	\$43.19	\$45.35	\$47.62	\$50.00	\$52.50	\$7,486	\$9,100	10/01/21	SCMPEA	Exempt
Accounting Technician	508	\$25.04	\$26.29	\$27.60	\$28.98	\$30.43	\$4,340	\$5,275	10/01/21	SCEA	
Administrative Assistant I	510	\$24.08	\$25.29	\$26.55	\$27.88	\$29.27	\$4,174	\$5,074	10/01/21	SCEA	
Administrative Assistant II*	560	\$25.78	\$27.07	\$28.42	\$29.85	\$31.34	\$4,469	\$5,432	10/01/21	SCEA	
Assistant Engineer	220	\$39.26	\$41.23	\$43.29	\$45.45	\$47.72	\$6,805	\$8,272	10/01/21	SCMPEA	Exempt
Assistant Planner	235	\$34.03	\$35.73	\$37.52	\$39.40	\$41.37	\$5,899	\$7,170	10/01/21	SCMPEA	Exempt
Associate Engineer*	270	\$43.19	\$45.35	\$47.62	\$50.00	\$52.50	\$7,486	\$9,100	10/01/21	SCMPEA	Exempt
Associate Planner*	236	\$37.44	\$39.31	\$41.28	\$43.34	\$45.51	\$6,490	\$7,888	10/01/21	SCMPEA	Exempt
Background Investigator	955	-	-	-	-	\$49.92	-	-	12/24/21	Temp/PT	
Battalion Chief (2912 annual hours)	232	\$33.18	\$34.84	\$36.58	\$38.41	\$40.33	\$8,267	\$10,048	04/05/22	Unrep	Exempt
Building Inspection Services Manager*	270	\$43.19	\$45.35	\$47.62	\$50.00	\$52.50	\$7,486	\$9,100	10/01/21	SCMPEA	Exempt
Building Inspector I	520	\$28.93	\$30.38	\$31.90	\$33.49	\$35.16	\$5,015	\$6,095	10/01/21	SCEA	
Building Inspector II*	521	\$31.81	\$33.40	\$35.07	\$36.83	\$38.67	\$5,514	\$6,703	10/01/21	SCEA	
Building Maintenance Worker I	565	\$21.35	\$22.42	\$23.54	\$24.71	\$25.95	\$3,700	\$4,498	10/01/21	SCEA	
Building Maintenance Worker II*	566	\$23.48	\$24.66	\$25.89	\$27.18	\$28.54	\$4,070	\$4,947	10/01/21	SCEA	
Chief Building Official*	267	\$54.02	\$56.72	\$59.56	\$62.53	\$65.66	\$8,430	\$11,381	07/19/22	Unrep	Exempt
City Engineer*	267	\$54.02	\$56.72	\$59.56	\$62.53	\$65.66	\$8,430	\$11,381	07/19/22	SCMPEA	Exempt
City Manager**	100	-	-	-	-	\$126.17	-	\$21,870	07/01/22	Unrep	Exempt
Code Enforcement Officer I	560	\$25.78	\$27.07	\$28.42	\$29.85	\$31.34	\$4,469	\$5,432	07/19/22	SCEA	
Code Enforcement Officer II*	561	\$27.06	\$28.42	\$29.84	\$31.33	\$32.90	\$4,691	\$5,702	07/19/22	SCEA	
Community Services Officer I	535	\$21.12	\$22.18	\$23.29	\$24.45	\$25.68	\$3,661	\$4,451	10/01/21	SCEA	
Community Services Officer II	536	\$23.25	\$24.41	\$25.63	\$26.91	\$28.26	\$4,029	\$4,898	10/01/21	SCEA	
Computer Systems Specialist	917	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18	-	-	12/24/21	Temp/PT	
Computer Technician*	545	\$33.44	\$35.11	\$36.87	\$38.71	\$40.65	\$5,796	\$7,046	10/01/21	SCEA	
Deputy Fire Chief	255	\$56.74	\$59.57	\$62.55	\$65.68	\$68.96	\$9,834	\$11,954	04/01/22	SCMPEA	Exempt
Development Services Director*	140	\$62.40	\$65.52	\$68.79	\$72.23	\$75.84	\$9,738	\$13,146	07/19/22	Unrep	Exempt
Dispatch/Records Supervisor*	223	\$31.93	\$33.53	\$35.20	\$36.96	\$38.81	\$5,535	\$6,727	10/01/21	SCMPEA	Exempt
Division Fire Chief	237	\$49.38	\$51.84	\$54.44	\$57.16	\$60.02	\$8,558	\$10,403	07/19/22	SCMPEA	Exempt
Economic Development Consultant	956	-	-	-	-	\$65.00	-	-	12/24/21	Temp/PT	
Finance Director*	140	\$62.40	\$65.52	\$68.79	\$72.23	\$75.84	\$9,738	\$13,146	07/19/22	Unrep	Exempt
Financial Services Manager	225	\$45.00	\$47.25	\$49.62	\$52.10	\$54.70	\$7,800	\$9,482	10/01/21	SCMPEA	Exempt
Financial Services Specialist	917	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18	-	-	12/24/21	Temp/PT	
Fire Captain (2,912 annual hours)	202	\$28.85	\$30.29	\$31.81	\$33.40	\$35.07	\$7,189	\$8,738	10/01/21	IAFF	
Fire Chief*	110	\$70.92	\$74.47	\$78.19	\$82.10	\$86.20	\$11,068	\$14,942	07/19/22	Unrep	Exempt

(C) Denotes Confidential Class

\* Denotes Benchmark Class

\*\* City Manager's Salary is set by Contract

Job Class	Range	Hourly					Monthly		Effective Date B.U.	FLSA
		Step A	Step B	Step C	Step D	Step E	Starting	Ending		

Fire Engineer (2912 annual hours)	203	\$26.45	\$27.77	\$29.16	\$30.62	\$32.15	\$6,590	\$8,010	10/01/21	IAFF	Exempt
Fire Marshal*	237	\$49.38	\$51.84	\$54.44	\$57.16	\$60.02	\$8,558	\$10,403	10/01/21	SCMPEA	Exempt
Firefighter	910	\$19.70	\$20.69	\$21.72	\$22.81	\$23.95	-	-	12/24/21	Temp/PT	
Fleet Mechanic*	525	\$24.65	\$25.88	\$27.18	\$28.53	\$29.96	\$4,273	\$5,193	10/01/21	SCEA	
Housing Manager*	230	\$35.99	\$37.79	\$39.68	\$41.67	\$43.75	\$6,239	\$7,583	10/01/21	SCMPEA	Exempt
Housing Specialist I	560	\$25.78	\$27.07	\$28.42	\$29.85	\$31.34	\$4,469	\$5,432	10/01/21	SCEA	
Housing Specialist II*	561	\$27.06	\$28.42	\$29.84	\$31.33	\$32.90	\$4,691	\$5,702	10/01/21	SCEA	
Human Resources Administrator*	242	\$50.13	\$52.64	\$55.27	\$58.03	\$60.93	\$7,824	\$10,562	07/19/22	Unrep	Exempt
Human Resources Technician (C)	519	\$28.36	\$29.78	\$31.27	\$32.83	\$34.48	\$4,916	\$5,976	10/01/21	SCEA	
IT Services Manager	270	\$43.19	\$45.35	\$47.62	\$50.00	\$52.50	\$7,486	\$9,100	10/01/21	SCMPEA	Exempt
Maintenance Worker I	565	\$21.35	\$22.42	\$23.54	\$24.71	\$25.95	\$3,700	\$4,498	10/01/21	SCEA	
Maintenance Worker II*	566	\$23.48	\$24.66	\$25.89	\$27.18	\$28.54	\$4,070	\$4,947	10/01/21	SCEA	
Management Analyst I	235	\$34.03	\$35.73	\$37.52	\$39.40	\$41.37	\$5,899	\$7,170	10/01/21	SCMPEA	Exempt
Management Analyst II*	236	\$37.44	\$39.31	\$41.28	\$43.34	\$45.51	\$6,490	\$7,888	10/01/21	SCMPEA	Exempt
Marina & Waterfront Events Manager	236	\$37.44	\$39.31	\$41.28	\$43.34	\$45.51	\$6,490	\$7,888	10/01/21	SCMPEA	Exempt
Marketing Manager	245	\$34.18	\$35.88	\$37.68	\$39.56	\$41.54	\$5,924	\$7,200	10/01/21	SCMPEA	Exempt
Office Assistant	509	\$20.15	\$21.16	\$22.21	\$23.33	\$24.49	\$3,493	\$4,245	10/01/21	SCEA	
Permit Technician	519	\$28.36	\$29.78	\$31.27	\$32.83	\$34.48	\$4,916	\$5,976	10/01/21	SCEA	
Planning Specialist	917	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18	-	-	12/24/21	Temp/PT	
Police Chief*	110	\$70.92	\$74.47	\$78.19	\$82.10	\$86.20	\$11,068	\$14,942	07/19/22	Unrep	Exempt
Police Commander	255	\$56.74	\$59.57	\$62.55	\$65.68	\$68.96	\$9,834	\$11,954	04/01/22	SCMPEA	Exempt
Police Evidence and Property Technician I	535	\$21.12	\$22.18	\$23.29	\$24.45	\$25.68	\$3,661	\$4,451	10/01/21	SCEA	
Police Evidence and Property Technician II	536	\$23.25	\$24.41	\$25.63	\$26.91	\$28.26	\$4,029	\$4,898	10/01/21	SCEA	
Police Officer Trainee	906	-	-	-	\$28.63	\$30.06	-	-	12/24/21	Temp/PT	
Police Officer*	400	\$33.22	\$34.88	\$36.62	\$38.46	\$40.38	\$5,758	\$6,999	10/01/21	SCPOA	
Police Sergeant*	450	\$43.64	\$45.83	\$48.12	\$50.52	\$53.05	\$7,565	\$9,195	04/01/22	SCPOA	
Police Support Services Manager	270	\$43.19	\$45.35	\$47.62	\$50.00	\$52.50	\$7,486	\$9,100	10/01/21	SCMPEA	Exempt
Principal Planner	266	\$49.42	\$51.89	\$54.48	\$57.21	\$60.07	\$8,566	\$10,412	04/01/22	SCMPEA	Exempt
Project Manager*	220	\$39.31	\$41.27	\$43.34	\$45.50	\$47.78	\$6,813	\$8,282	10/01/21	SCMPEA	Exempt
Public Safety Dispatcher I	525	\$24.65	\$25.88	\$27.18	\$28.53	\$29.96	\$4,273	\$5,193	10/01/21	SCPOA	
Public Safety Dispatcher II*	526	\$26.39	\$27.71	\$29.09	\$30.55	\$32.08	\$4,574	\$5,560	10/01/21	SCPOA	
Public Works & Building Director/City Engineer*	140	\$62.40	\$65.52	\$68.79	\$72.23	\$75.84	\$9,738	\$13,146	07/19/22	Unrep	Exempt
Public Works Inspector*	570	\$32.19	\$33.79	\$35.48	\$37.26	\$39.12	\$5,579	\$6,781	10/01/21	SCEA	
Public Works Specialist	917	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18	-	-	12/24/21	Temp/PT	
Public Works Superintendent*	265	\$49.01	\$51.46	\$54.04	\$56.74	\$59.58	\$8,496	\$10,326	10/01/21	SCMPEA	Exempt
Public Works Supervisor*	222	\$31.78	\$33.37	\$35.03	\$36.79	\$38.63	\$5,508	\$6,695	10/01/21	SCMPEA	Exempt
Recreation Coordinator	580	\$25.13	\$26.39	\$27.71	\$29.10	\$30.55	\$4,357	\$5,295	10/01/21	SCEA	
Recreation Program Administrative Coordinator	510	\$24.08	\$25.29	\$26.55	\$27.88	\$29.27	\$4,174	\$5,074	10/01/21	SCEA	
Recreation Specialist I	935	-	\$15.28	\$16.05	\$16.85	\$17.69	-	-	12/24/21	Temp/PT	
Recreation Specialist II	936	\$16.01	\$16.81	\$17.65	\$18.53	\$19.46	-	-	12/24/21	Temp/PT	
Recreation Specialist III	937	\$17.61	\$18.49	\$19.41	\$20.38	\$21.40	-	-	12/24/21	Temp/PT	
Recreation Specialist Supervisor	939	\$19.37	\$20.34	\$21.36	\$22.43	\$23.55	-	-	12/24/21	Temp/PT	

(C) Denotes Confidential Class

\* Denotes Benchmark Class

\*\* City Manager's Salary is set by Contract

Job Class	Range	Hourly					Monthly		Effective Date	B.U.	FLSA
		Step A	Step B	Step C	Step D	Step E	Starting	Ending			
Recreation Supervisor*	241	\$27.65	\$29.03	\$30.48	\$32.01	\$33.61	\$4,792	\$5,825	04/01/22	SCMPEA	Exempt
Recreation, Parks & Marina Director*	140	\$62.40	\$65.52	\$68.79	\$72.23	\$75.84	\$9,738	\$13,146	07/19/22	Unrep	Exempt
Secretary to City Manager/Deputy City Clerk (C)*	300	\$29.85	\$31.34	\$32.91	\$34.55	\$36.28	\$5,174	\$6,289	10/01/21	SCMPEA	Exempt
Senior Account Clerk	508	\$25.04	\$26.29	\$27.60	\$28.98	\$30.43	\$4,340	\$5,275	10/01/21	SCEA	Exempt
Senior Accountant	220	\$39.31	\$41.27	\$43.34	\$45.50	\$47.78	\$6,813	\$8,282	10/01/21	SCMPEA	Exempt
Senior Associate Engineer	231	\$47.51	\$49.89	\$52.38	\$55.00	\$57.75	\$8,235	\$10,010	04/01/22	SCMPEA	Exempt
Senior Building Inspector	220	\$39.31	\$41.27	\$43.34	\$45.50	\$47.78	\$6,813	\$8,282	10/01/21	SCMPEA	Exempt
Senior Maintenance Worker	525	\$24.65	\$25.88	\$27.18	\$28.53	\$29.96	\$4,273	\$5,193	10/01/21	SCEA	Exempt
Senior Management Analyst	238	\$41.18	\$43.24	\$45.40	\$47.67	\$50.06	\$7,138	\$8,676	10/01/21	SCMPEA	Exempt
Senior Planner	238	\$41.18	\$43.24	\$45.40	\$47.67	\$50.06	\$7,138	\$8,676	10/01/21	SCMPEA	Exempt
Senior Public Safety Dispatcher	530	\$29.03	\$30.48	\$32.00	\$33.60	\$35.28	\$5,031	\$6,116	10/01/21	SCPOA	Exempt
Youth Services Specialist	590	\$29.68	\$31.16	\$32.72	\$34.36	\$36.08	\$5,145	\$6,253	10/01/21	SCEA	Exempt

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**STIPULATION AND AGREEMENT  
BETWEEN THE CITY OF SUISUN CITY, SUISUN CITY EMPLOYEES  
ASSOCIATION/SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021  
AND THE SUISUN CITY POLICE OFFICERS ASSOCIATION**

This Stipulation is made and entered into this 31st day of August, 2021 pursuant to section 3507 of the Meyers-Milias-Brown Act (“MMBA”), and sections 10 and 11 of the City’s Employer-Employee Relations Resolution No. 74-33 (“EERR”) by and between the City of Suisun City (hereinafter referred to as the “City”), the Suisun City Employees Association affiliated with Service Employees International Union, Local 1021 (hereinafter collectively referred to as “SCEA”), and the Suisun City Police Officers Association (hereinafter referred to as “SCPOA”) (collectively, the “Parties”). The individual employees who are proposed to change bargaining units and representation are also signatories hereto to confirm their consent to this Stipulation.

**RECITALS**

On March 1, 2021, the Suisun City Police Officers Association (“SCPOA”) filed a Unit Modification Petition (“Petition”) with the Public Employment Relations Board (“PERB”), Case No. SF-UM-849-M, seeking to sever and transfer the Dispatcher classifications employed by the City from the miscellaneous employee bargaining unit exclusively represented by SCEA to the police bargaining unit exclusively represented by SCPOA.

In a letter dated, March 9, 2021, PERB inquired as to whether the City has adopted local rules concerning unit modifications transferring employees from one bargaining unit to another in accordance with MMBA section 3507. In response to that request, on March 17, 2021, the City filed a copy of its City’s Resolution No. 74-33, Employer-Employee Relations Resolution (“EERR”).

On April 2, 2021, in its Order to Show Cause (“OSC”), PERB determined that based on a copy of the City’s EERR, PERB lacked authority to process the Petition. The Parties were advised that, if there were any additional facts which would demonstrate that PERB has authority over this matter pursuant to PERB Regulation 61000, they should submit that information. The Parties were further advised that, unless PERB received such information prior to April 19, 2021, the petition was subject to dismissal.

The City filed a response to the OSC on April 13, 2021, agreeing that SCPOA may petition the City, under the EERR, to be formally recognized to represent the Dispatcher classification. SEIU filed a no objection letter in response.

On April 22, 2021, in its Dismissal of Petition, PERB emphasized that it will only assert jurisdiction where a public agency’s local rules contain no provision that can accomplish what the petitioner is seeking without placing an undue burden on the petitioner. Therefore, on the basis of the OSC and the responses received, the Petition was dismissed.

On May 27, 2021, SCPOA president Jeremy Snyder submitted a letter to City Manager Greg Folsom under the City's EERR requesting that the City's Dispatcher classification be transferred from the miscellaneous unit to the Police Unit with an attendant change in representation from SCEA to SCPOA. He asserted that the City's dispatchers were in favor of the change in bargaining unit and representation and that SCEA had no objection to what is essentially a severance petition and provided grounds for why the police unit was an appropriate unit for the Dispatchers.

During the approximate period December 9, 2020 through July 20, 2021, the City and SCEA were in active negotiations for a successor memorandum of understanding ("MOU"), which successfully resulted in an agreement approved by City Council on July 20, 2021 as the successor SCEA MOU 2021-23 covering the period July 1, 2021 through June 30, 2023 and which currently applies to and governs the City's Dispatcher classifications.

During the approximate period January 19, 2021 through July 20, 2021, the City and SPOA were in active negotiations for a successor memorandum of understanding, which successfully resulted in an agreement approved by City Council on July 20, 2021 the successor SCPOA MOU covering the period July 1, 2021 through June 30, 2023 and which currently does not apply to nor govern the City's Dispatcher classifications.

**Whereas, in the interest of promoting harmonious labor relations between and among the Parties, the Parties and signatories hereto mutually agree as follows:**

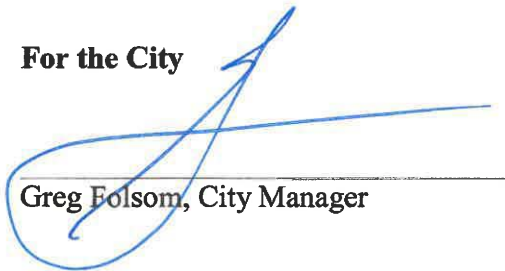
1. All of the recitals listed above are material provisions of this Stipulation and are deemed true and correct by the Parties and the signatories hereto and are incorporated in the agreements reached herein by this reference.
2. The City Manager, as the City's Municipal Employee Relations Officer, has determined that SCPOA's petition for severance/modification submitted by SCPOA on May 27, 2021 materially complies with the requirements of the City's Employer-Employee Relations Resolution No. 1974-33 and approves the severance/modification petition, subject to the Parties executing MOU amendments reflecting the change in representation and subject to City Council approval of same, both of which will document the transfer of the Dispatcher classification from the bargaining unit represented by SCEA to the bargaining unit represented by SCPOA.
3. The Dispatchers will continue to be governed by the terms of the SCEA MOU until such time as the MOU Amendments are approved and address the transfer of representation as well as the interplay of terms of the existing SCPOA MOU and the Dispatcher classification.
4. The Parties and signatories hereto all mutually consent to the City Manager's determination and approval of the SCPOA petition and that the SCPOA shall forthwith be recognized as the sole and exclusive representative for the Dispatcher classification for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment.

5. The Parties each expressly represent that there is no other labor organization which claims to represent the Dispatchers or has expressed a desire or intent to do so.

6. This Stipulation represents a full and complete resolution of any claims and disputes between the Parties based upon the above-referenced matters.

7. The undersigned parties and signatories represent that they have read and understand the terms of this Stipulation and that they are authorized to execute this Stipulation on behalf of their principals, if any.

**For the City**

  
\_\_\_\_\_  
Greg Folsom, City Manager

**For SCEA/SEIU Local 1021**

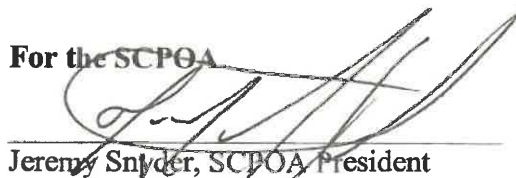
\_\_\_\_\_  
Del Mallory, SEIU Local 1021 Area Field  
Director Region A

\_\_\_\_\_  
Christina Penland, HR Administrator

\_\_\_\_\_  
Marcos Zepeda, SEIU Local 1021 Field  
Representative

\_\_\_\_\_  
John Bryan, SCEA Acting President (VP)

**For the SCPOA**

  
\_\_\_\_\_  
Jeremy Snyder, SCPOA President  
\_\_\_\_\_  
Eric Vera, SCPOA Vice-President

5. The Parties each expressly represent that there is no other labor organization which claims to represent the Dispatchers or has expressed a desire or intent to do so.

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**For the City**

\_\_\_\_\_  
Greg Folsom, City Manager

\_\_\_\_\_  
Christina Penland, HR Administrator

**For SCEA/SEIU Local 1021**

Del Mallory

Del Mallory (Sep 24, 2021 10:57 PDT)

\_\_\_\_\_  
Del Mallory, SEIU Local 1021 Area Field  
Director Region A

M. Zepeda

Marcos Zepeda (Sep 24, 2021 11:59 PDT)

\_\_\_\_\_  
Marcos Zepeda, SEIU Local 1021 Field  
Representative

John Bryan  
\_\_\_\_\_  
John Bryan, SCEA Acting President (VP)





**For the SCPOA**

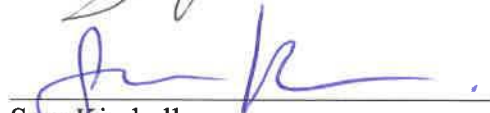
\_\_\_\_\_  
Jeremy Snyder, SCPOA President

\_\_\_\_\_  
Eric Vera, SCPOA Vice-President

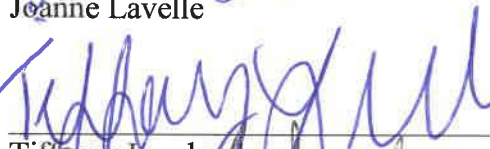
**Dispatchers**

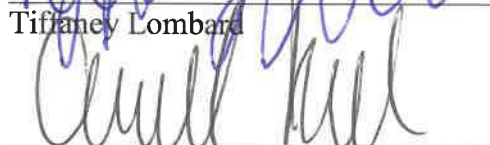
  
Haley Alexander

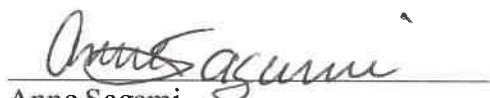
  
Marco Gallardo


  
Sara Kimball

  
Joanne Lavelle

  
Tiffany Lombardi

  
Amanda Prusak

  
Anne Sagami

  
Mariah Snyder

**Approved as to form  
Aleshire & Wynder, LLP**

  
~~Anthony R. Taylor~~, City Attorney  


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## AGENDA TRANSMITTAL

**MEETING DATE:** August 16, 2022

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2022-\_\_: A Resolution of the Suisun City Council Approving the Amended and Restated Joint Exercise of Powers Agreement for the Community Action Partnership of Solano Joint Powers Authority (JPA); Appoint a Voting Member and Alternate to the new JPA Board of Directors and Appointing a Representative to the newly constituted Technical Advisory Committee (TAC).

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**FISCAL IMPACT:** There is no known fiscal impact at this time.

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

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**BACKGROUND:** In 1999, the County and cities within Solano County established a joint powers authority (“Solano Safety Net Consortium” or “SSNC”) for the purpose of providing oversight and coordination of homeless and safety net services; to receive safety net funding and administer such funding including making grants available to non-profit entities for the provision of homeless services; and to provide centralized guidance and oversight for homeless housing services, community action councils, and other safety net services.

In 2006, SSNC was renamed Community Action Partnership of Solano, Joint Powers Authority or CAP Solano JPA to reflect the national trend of community organizations and local governments working together in partnership to reduce homelessness and provide basic safety net services. CAP Solano JPA is the collaborative applicant for federal Housing and Urban Development (HUD) funds, the Homeless Management Information Systems (HMIS) lead agency, and the recipient of the County’s Community Service Block Grant funds (CSBG) from the State of California.

On March 15, 2022, at the request of Council Members Williams and Hernandez, the Council adopted a resolution 2022-40 affirming the Council’s support for amending the governance structure of the CAP Solano JPA agreement to specifically include elected officials from the partnering Cities and the County on the newly constituted Board of Directors.

The attached proposed Amended and Restated Joint Exercise of Powers Agreement for CAP Solano JPA includes that change along with other edits to reflect the change in the name, a clarification of the role of CAP Solano JPA as the regional coordinator of homeless safety net services; and the creation of a Technical Advisory Committee (“TAC”).

It is recommended that the Council approve the new agreement, appoint a Councilmember as the primary voting member and another councilmember as the alternate to the newly constituted Board of Directors, and appoint Kathy Lawton-Caesar to the newly constituted Technical Advisory Committee (“TAC”).

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**STAFF REPORT:** CAP Solano JPA has successfully increased the amount of funding available to assist the County’s most vulnerable populations and currently administers a budget of

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**PREPARED BY:**

Kathy Lawton, Housing Manager

**REVIEWED/APPROVED BY:**

Greg Folsom, City Manager

approximately \$10.5 million in federal and state funding. CAP Solano JPA serves as a pass-through agency. Through Requests for Proposals, it funds non-profits and local government entities that provide direct services to the County's unhoused residents and those at imminent risk of losing their housing.

Although CAP Solano JPA has served the county and its residents well for more than 20 years, the increased number in the homeless population and the scarcity of local resources to provide services motivated representatives from the city councils from Benicia, Fairfield, Suisun City, Vacaville and Vallejo to form a "Regional 2x2 Homeless Committee" that soon evolved into an effort to create a more concerted regional response to homelessness. On March 3rd, Supervisors Mashburn and Sperring hosted a "Homeless and Housing Summit" in partnership with the Regional 2x2 Committee during which it was proposed that rather than create a new entity to address homelessness, that the governance structure of CAP Solano be changed to include local elected official representatives on the Board of Directors to elevate the priorities of all participating jurisdictions in addressing the ongoing challenges of homelessness countywide. On March 15, 2022, the Council adopted a resolution affirming support for this change.

After receiving input and feedback during several Homeless Roundtable meetings that have occurred over that past several months, the attached proposed final version of the Amended and Restated Joint Exercise of Powers Agreement for CAP Solano JPA was verbally supported by all representatives on July 28, 2022. In addition to the change in the governance structure, the agreement has been updated and modified to reflect the change in the name, a clarification of the role of CAP Solano JP as the regional coordinator of homeless safety net services and the creation of a Technical Advisory Committee ("TAC"). The next step is for all of the CAP Solano JPA member agencies (along with the City of Dixon who is not yet an official member of CAP Solano JPA) to approve the amended and restated agreement and to formally appoint their representatives to the Board of Directors and to the TAC. Therefore, it is recommended that the Council approve the attached, authorize the Mayor Pro-Tem to formally appoint a voting member and alternate to the new JPA Board of Directors, and to appoint Kathy Lawton-Caesar to the newly constituted Technical Advisory Committee ("TAC").

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**RECOMMENDATION:** It is recommended that the Council Adopt Resolution No. 2022-\_\_: Council Adoption of Resolution No. 2022-\_\_: A Resolution of the Suisun City Council Approving the Amended and Restated Joint Exercise of Powers Agreement for the Community Action Partnership of Solano Joint Powers Authority (JPA); Appoint a Voting Member and Alternate to the new JPA Board of Directors, and Appointing a Representative to the newly constituted Technical Advisory Committee (TAC).

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**ATTACHMENTS:**

1. Resolution No. 2022-\_\_: A Resolution of the Suisun City Council Approving the Amended and Restated Joint Exercise of Powers Agreement for the Community Action Partnership of Solano Joint Powers Authority (JPA); Appoint a Voting Member and Alternate to the new JPA Board of Directors and Appointing a Representative to the newly constituted Technical Advisory Committee (TAC).
2. Amended and Restated CAP Solano JPA with all edits as of 07-28-22 - fully redlined
3. Amended and Restated CAP Solano JPA with proposed edits as of 07-28-22 - final draft - CLEAN

**RESOLUTION NO. 2022-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS  
AGREEMENT FOR THE COMMUNITY ACTION PARTNERSHIP OF SOLANO  
JOINT POWERS AUTHORITY (JPA); APPOINT A VOTING MEMBER AND  
ALTERNATE TO THE NEW JPA BOARD OF DIRECTORS, AND APPOINT A  
REPRESENTATIVE TO THE NEWLY CONSTITUTED TECHNICAL ADVISORY  
COMMITTEE (TAC)**

**WHEREAS**, in 1999, through a collaborative effort between Solano County and various cities, the Community Action Partnership (CAP) Solano Joint Powers Authority (JPA), formerly known as the Solano Safety Net Consortium (“SSNC”), was formed to address poverty and homelessness on a countywide basis; and

**WHEREAS**, CAP Solano is designated as the Community Action Agency for Solano County in order to receive State Community Services Block Grant funding, serves as the Housing and Urban Development (HUD) Collaborative Applicant for the Continuum of Care (CoC) Program, and is responsible for the administration and function of the countywide Homeless Management Information System (HMIS); and

**WHEREAS**, while CAP Solano has served the residents of Solano County well since its formation, greater collaboration is needed between the County and cities to develop a more effective response to homelessness; and

**WHEREAS**, all of the jurisdictional cities and the County have agreed to greater collaboration in the governance of the CAP Solano Board of Directors requiring membership be comprised of local elected officials; and

**WHEREAS**, to provide for the change in governance, there is a need to amend and restate the Joint Exercise of Powers Agreement for the Community Action Partnership of Solano Joint Powers Authority.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF SUISUN CITY HEREBY RESOLVES:**

Section 1. The City Council approves the amended and restated Joint Exercise of Powers Agreement for the Community Action Partnership of Solano Joint Powers Authority; Appointing one councilmember as the primary voting member and a second councilmember as the alternate member to the new Board of Directors; and Appointing Kathy Lawton-Caesar to the newly constituted Technical Advisory Committee (TAC).

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 16<sup>th</sup> day of August 2022 by the following vote:

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

**WITNESS** my hand and the seal of said City this 16<sup>th</sup> day of August 2022.

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

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AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT  
SOLANO SAFETY NET CONSORTIUM

COMMUNITY ACTION PARTNERSHIP OF SOLANO JOINT POWERS AGENCY

This Joint Exercise of Powers Agreement ("Agreement"), dated for reference ~~July~~ September 22, 2022, is by and among the cities of Fairfield, California, Vacaville, California, Vallejo, California, Suisun City, California, Rio Vista, California, Benicia, California, Dixon, California (the "Cities") and the County of Solano (the "County"), (collectively, the "Member Agencies" and "parties" to this Agreement). Each of the Cities is a municipal corporation duly organized and existing under the laws of the State of California and the County is a political subdivision of the State of California. The addresses of the principal business office of the Agencies are as follows:

City of Fairfield  
1000 Webster Street  
Fairfield, California 94533

City of Vacaville  
650 Merchant Street  
Vacaville, California 95688

City of Vallejo  
555 Santa Clara Street  
Vallejo, California 94590-5934

City of Suisun City  
701 Civic Center Boulevard  
Suisun City, California 94585

City of Rio Vista  
One Main Street  
Rio Vista, California 94571

City of Benicia  
250 East "L" Street  
Benicia, California 94510

City of Dixon  
600 East "A" Street  
Dixon, California 95620

County of Solano  
~~580675~~ Texas Street, Ste. 6500  
Fairfield, California 94533-6378

This Agreement is made pursuant to the Joint Exercise of Powers Law (Articles 1 through 4 [commencing with Section 6500] of Chapter 5, Division 7, Title 1 of the California Government Code, as now or hereafter amended, hereinafter the ("Act")).

PREAMBLE

WHEREAS, each of the Agencies is authorized by law to provide homeless and safety net services; and

WHEREAS, each of the Agencies has determined that there is a need to coordinate the provision of homeless and safety net services on a county-wide basis; and

WHEREAS, each of the Agencies has determined that the creation of a Joint Powers Agency (JPA) is the best organizational approach for coordinating the provision of homeless and safety net services; and

WHEREAS, each of the Agencies has determined that the creation of a Joint Powers Agency (JPA) to acquire, own and use property necessary to the provision of homeless and safety net services will enable the Agencies to realize significant cost savings and administrative efficiencies in acquiring and using such property; and

WHEREAS, agencies created pursuant to the Act are authorized by the Act to finance, acquire and own public capital improvements and to convey such public capital improvements to any of its members; and

WHEREAS, in 1999, the cities of Fairfield, Vallejo, Suisun City, Rio Vista, and Benicia, along with the County of Solano, entered into a joint powers agreement to form the agency originally known as the Solano Safety Net Consortium, which was later renamed as the Community Action Partnership of Solano County; and

WHEREAS, in 2014, the City of Vacaville became a signatory to the and became a member of the joint powers agency originally known as the Solano Safety Net Consortium, which was later renamed as the Community Action Partnership of Solano County; and

WHEREAS, there currently exists the Vallejo/Solano Continuum of Care, commonly known as the Housing First Solano Continuum of Care, ("HFS" or "the CoC") properly formed pursuant to the Homeless Emergency Assistance Rapid Transition to Housing Act of 2009 (HEARTH Act); and

WHEREAS, there also currently exists the Solano County Tripartite Advisory Board ("Tripartite Board") that was duly formed and constituted under California Government Code section 12752 to provide the Community Service Block Grant programmatic oversight; and

WHEREAS, the parties to the joint powers agreement now desire to enter into a new and superseding agreement to reflect a change in the Board membership to be comprised of a representative from the legislative body of each member agency and other modifications as set forth herein; and

WHEREAS, nothing in the adoption and approval of this Agreement is intended to limit nor abridge the powers and authority of any Member Agency, the Housing First Continuum of Care, or the Tripartite Board and each will continue to exist in their respective capacities with the newly constituted JPA.

NOW, THEREFORE and in consideration of the foregoing and of the mutual covenants and promises herein set forth, the Agencies agree as follows:

## ARTICLE I

### PURPOSE AND ADMINISTRATION

(1) Purpose. The purpose of this Agreement is to create a public entity to provide oversight and coordination of homeless and safety net services to the residents of the Agencies; to serve as the conduit for safety net funding support; to administer such funds and make grants available to other government or non-profit entities for services to the homeless; to ~~seeset~~ policy and be the central agency for the oversight and technical assistance for the operation of homeless shelters, transitional housing, homeless assistance centers, community action councils and other safety net ~~se-vieesservices~~; and to undertake such other programs as the Board of Directors may authorize. For purposes of participation in this Agreement, oversight is merely intended to represent regional coordination and no Member Agency, by virtue of its participation, intends or agrees to abridge any power and/or legal authority it has by virtue of said Member Agency's participation of this Agreement.

(2) Creation of ConsortiumJPA. Pursuant to the Act, there is hereby created a public entity to be known as the "Community Action Partnership ("CAP") of Solano ~~Safety Net Consortium~~ ("Consortium").Joint Powers Authority ("JPA")" ("JPA"). The ConsortiumJPA shall be a public entity separate and apart from each of the Agencies, and shall administer this Agreement.

(3) Board.

(a) Created. The ConsortiumJPA shall be administered by a Board of Directors (the "Board"). The Board shall be called the "Board of Directors of the CAP Solano ~~Safety Net Consortium~~."JPA." All voting power of the ConsortiumJPA shall reside in the Board.

(b) Directors. The legislative bodies of each of the Agencies shall appoint

~~one Director and one alternate~~two Directors, with one Director designated as the primary voting member and the other Director as the alternate who has full voting authority in the absence of the primary Director. Each Director and alternate shall be a member of the governing body of the Member Agency that he or she represents and shall serve at the pleasure of such governing body.

~~— At Large Director. The Board of Directors may, by resolution, appoint an additional Director and alternate. The Board may wish to appoint an at large Director and alternate if there are an even number of Directors.~~

~~(d)~~(c) Term; Vacancies. Each Director and alternate shall serve a two-year term commencing on July 1st and ending on June 30<sup>th</sup> of the second following year and each Director and alternate shall serve at the pleasure of the body that appointed them. Vacancies during a term and following expiration of the term of any Director or alternate shall be filled in the same manner as the original appointments.

~~(e)~~(d) Compensation; Expenses. Directors and alternates ~~shall not may~~ receive ~~compensation~~a stipend for service on the Board ~~but and~~ shall receive reimbursement for necessary expenses, including travel incurred in connection with his or her services as a Director or alternate with prior approval and pursuant to resolution of the Board.

(4) Meetings of the Board.

- (a) Regular Meetings. Regular meetings of the Board shall be held on the first Monday of every month with the exception of legal holidays, or at such other time as the Board may fix by resolution from time to time. No notice of any regular meeting of the Board need be given to the Directors.
- (b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.
- (c) Call, Notice and Conduct of Meetings. All meetings of the Board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of Sections 54950 et seq. of the California Government Code.

(5) Minutes. The Secretary (as defined in Article II, Paragraph (3) hereof) shall cause to be kept minutes of the meetings of the Board, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and alternate and to each of the Agencies.

(6) Voting. Each ~~Director and each alternate~~Agency shall have one vote. Said vote

can only be exercised by the Director or alternate in attendance at the meeting and no alternate may vote if the Director for whom that alternate was appointed is in attendance at the time the vote is to be cast. ~~In no event shall any Agency have more than one~~ Any motion is deemed passed when it has received two-thirds vote ~~of the current Member Agencies~~. Should any party elect to withdraw from the ConsortiumJPA, such party shall no longer have a vote in any ConsortiumJPA policy matter.

(7) Quorum. A majority of the Board shall constitute a quorum for the transaction of business, except ~~chatthat~~ less than a quorum may adjourn meetings of the Board.

(8) By-laws. The Board may adopt by-laws, rules and regulations for the conduct of its meetings or as are necessary for the purposes hereof.

(9) Fiscal Year. The fiscal year of the ConsortiumJPA shall be from July 1 of one year to June 30 of the following year, or any other twelve-month period hereafter designated by the Directors.

(10) ExecutiveTechnical Advisory Committee. The ~~Consortium may JPA~~ shall establish the ExecutiveTechnical Advisory Committee (the "Committee") ~~offor the Solano Safety Net Consortium. The BoardJPA. Each Member Agency~~ shall appoint ~~the members of one trained/technical staff member, and alternate, to~~ the Committee and ~~shall fill all vacancies on the Committee and shall be filled by the Agency from which the vacancy arose.~~ The Board shall establish procedures and regulations for the function of the Committee as the Board deems appropriate. The Committee shall provide technical advice and assistance and perform such other duties as are delegated by the Board.

(11) Personnel. The Board shall be responsible for the regulation of all personnel activities, including but not limited to the selection, recruitment, discipline, and discharge of any ConsortiumJPA staff. The Board may designate the Executive Director or another person to exercise the authority of the Board to perform any or all of the duties of this Section (11) and to take such action as is necessary and appropriate with regard to those duties.

## ARTICLE II

### OFFICERS AND EMPLOYEES

(1) ChairmanChair. The ConsortiumJPA shall have a ChairmanChair who shall be a Director and who shall be selected as ChairmanChair by the Board and who shall perform the duties normal to said office. The ChairmanChair may sign contracts on behalf of the ConsortiumJPA and shall perform such other duties as may be imposed by the Board.

(2) Vice-ChairmanChair. The ConsortiumJPA shall have a Vice-ChairmanChair who shall be a Director and who shall be selected as Vice-ChairmanChair by the Board. In the absence of the ChairmanChair, the Vice-ChairmanChair shall perform the duties of the ChairmanChair and shall perform all duties normal to such office.

(3) Secretary. The ConsortiumJPA shall have a Secretary ~~shall~~ who shall be selected by the Board and shall perform all duties normal to such office. Notwithstanding the foregoing, the Executive Director may take on the role and responsibilities of Secretary.

(4) Treasurer and Auditor. Pursuant to Sections 6505.5 and 6505.6 of the Act, the treasurer of one of the cities or the county treasurer or a certified public accountant shall be designated by the Board as the Treasurer/Auditor of the ConsortiumJPA. The governing body of the designated Treasurer/Auditor shall accept such designation. The Treasurer/Auditor shall be the depository, shall have custody of all of the accounts, funds and ~~money~~ of the ConsortiumJPA from whatever source, shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure strict accountability of all funds and reporting of all receipts and disbursements of the ConsortiumJPA. As the provided in Section 6505 and Section 6505.6 of the Act, the Treasurer/Auditor shall make arrangements with the certified public accountant for an annual independent audit of accounts and records of the ConsortiumJPA.

(5) Executive Director. The Board may appoint an Executive Director by a majority vote of the whole Board and may delegate authority to the Executive Director to execute contracts approved by the Board and to perform any duties necessary and appropriate for the day-to-day management and operation of the ConsortiumJPA.

(6) Officers in Charge of Records, Funds and Accounts. Pursuant to Section 6505.1 of the Act, the Treasurer/Auditor shall have charge of, handle and have access to all accounts, funds and money of the ConsortiumJPA and all records of the ConsortiumJPA relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the ConsortiumJPA.

(7) General Counsel. The Board may appoint a General Counsel of the ConsortiumJPA who shall provide legal advice and perform such other duties as may be prescribed by the Board.

(8) Other Employees. The Board shall have the power to appoint and employ such other employees, consultants and independent contractors as may be necessary to accomplish the purposes of this Agreement.

(9) Assistant Officers. The Board may appoint such assistants to act in the place of the Secretary or other officers of the ConsortiumJPA (other than any Director) as the Board shall from time to time deem appropriate.

(10) Removal and Reappointment. Unless otherwise expressly stated herein, all officers of the ConsortiumJPA shall serve at the pleasure of the Board. Nothing in this paragraph, however, shall authorize the Board to appoint or dismiss a Director or alternate ~~with the exception of the At-Large Director and alternate.~~

### ARTICLE III

## POWERS

(1) General Powers. The ~~Consortium~~JPA shall exercise in the manner herein provided the powers common to each of the Agencies and necessary or appropriate to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Paragraph (~~54~~) of this Article III.

(2) Designation as Community Action Agency. ~~Upon~~With the approval by the Solano County Board of Supervisors, the ~~Consortium shall be~~JPA is designated as the Community Action Agency (CAA) for Solano County. Such designation shall grant to the ~~Consortium~~JPA the power to seek grants and funding on a County-wide basis. Any and all laws, rules and regulations that apply to the CAAs shall apply to the ~~Consortium~~JPA, including but not limited to, provisions of Government Code Sections 12750 through 12763, and as amended from time to time.

(3) Specific Powers. The ~~Consortium~~JPA is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including, but not limited to, any or all of the following:

(a) to provide oversight and coordination of homeless and safety net services to the residents of the Agencies;

(b) to serve as the conduit for safety net funding support;

~~(e)~~ to apply for and administer such funds and make grants available to other government and non-profit entities for services to the homeless;

~~(c)~~ including, but not limited to ~~set policy and, the construction of affordable housing;~~

~~(e)(d)~~ to be the central agency for the oversight and technical assistance for the operation of homeless shelters, transitional housing, homeless assistance centers, community action councils and other safety net services funded by the JPA;

~~(f)(e)~~ to make and enter into contracts as approved by the Board;

~~(g)(f)~~ to set measurable goals, performance objectives and standards that must be met and achieved by groups under contract to the ~~Consortium~~JPA to deliver services to the homeless or to construct affordable housing;

~~(h)(g)~~ to employ agents or employees;

~~(i)(h)~~ to manage, maintain, or operate any public facility or improvement of the JPA;

~~(j)(i)~~ to sue and be sued;

~~(k)(j)~~ to incur debts, liabilities or obligations, provided that no such debt, liability or obligation shall constitute a debt, liability or obligation of any or all of the Agencies;

~~(k)(k)~~ to apply for, accept, receive and disburse grants, loans and other aid from any agency of the Federal Government, the State of California, any of the Agencies, or private funding sources;

~~(m)(l)~~ to invest any money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the ~~ConsortiumJPA~~, as the ~~ConsortiumJPA~~ determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;

~~(n)(m)~~ to make and enter into agreements necessary to carry out the purposes of this Agreement;

~~(o)(n)~~ to carry out and enforce all the provisions of this Agreement; and

~~(p)(o)~~ to exercise any and all other powers as may be provided in the Act.

(4) Restrictions on Exercise of Powers. The powers of the ~~ConsortiumJPA~~ shall be exercised in the manner prescribed in the Act and shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon ~~the Agencies~~ a general law city.

(5) Obligations of ~~ConsortiumJPA~~. The debts, liabilities and/or obligations of the ~~ConsortiumJPA~~ shall not be the debts, liabilities and/or obligations of any or all of the Agencies.

## ARTICLE IV

### CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS

(1) Contributions. Each of the Agencies may, but are not required to:

(a) Make contributions from their treasuries for the purposes set forth herein;

(b) Make payments of public funds to defray the cost of such purposes;

(c) Make advances of public funds for such purposes, such advances to be repaid as provided herein; or

(d) Use its personnel, equipment or property in lieu of other contributions or

advances.

(2) Accounts and Reports. The Treasurer/Auditor shall establish and maintain such funds and accounts as may be required by any applicable laws or regulations or good accounting practice. The books and records of the ConsortiumJPA in the hands of the Treasurer/Auditor shall be open to inspection at all reasonable times by representatives of the Agencies. The Treasurer/Auditor, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Agencies.

(3) Funds. Subject to the applicable provisions of any instrument or agreement into which the ConsortiumJPA may enter, which may provide for a trustee to receive, have custody of and disburse ConsortiumJPA funds, the Treasurer/Auditor of the ConsortiumJPA shall receive, have the custody of and disburse ConsortiumJPA funds in accordance with generally accepted accounting practices, shall approve demands against the ConsortiumJPA pursuant to Government Code Section 6505.5(e), and shall make the disbursements required by this Agreement or necessary to carry out any of the provisions or purposes of this Agreement.

(4) Funds to Nonparticipating Agencies. Should any party elect to withdraw from the ConsortiumJPA or should any Solano County city elect not to join the Consortium ~~or should any Solano County city elect not to join the ConsortiumJPA~~, such party's or city's status in future funding cycles for homeless and safety net services will not change as a result of membership or non-membership in the ConsortiumJPA, with the exception that no such party or city shall receive any additional funds generated by the ConsortiumJPA.

(5) Annual Budget and Administrative Expenses. The Board shall adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the ConsortiumJPA, prior to the commencement of each fiscal year.

## ARTICLE V

### TERM; DISPOSITION OF ASSETS

(1) Term. This Agreement shall continue in full force and effect until terminated by a unanimous vote of the Board.

(2) Disposition of Assets. Upon the dissolution of the ConsortiumJPA, after paying or adequately providing for the debts and obligations of the ConsortiumJPA, the remaining assets of the ConsortiumJPA shall be distributed to the parties to this Agreement with the exception of Block Grant funds which shall be transferred to the successor CAA pursuant to the provisions of Article V, Paragraph 6 of this Agreement. If for any reason the parties to this Agreement are unable or unwilling to accept the assets of the ConsortiumJPA, said assets shall be distributed to the Federal Government, to the State of California or to any local government for public purposes.

(3) Terminations. Any Member Agency may withdraw from its status as a party to this Agreement at the end of any given fiscal year provided that at such time said Member Agency has either discharged, or arranged for, to the satisfaction of remaining members of

the Board, the discharge of any pending obligation it has assumed ~~hereunder~~ in writing by separate instrument entered into by each Agency, and further provided that written notice of intention to so withdraw has been served upon the Board and the Clerk of each Member Agency hereto no later than April 30th preceding the end of the fiscal year.

(4) Continuation. The inclusion of additional parties to this Agreement or the withdrawal of some, but not all, of the parties to this Agreement shall not be deemed a dissolution of the ConsortiumJPA nor a termination of ~~this~~ Agreement. The ConsortiumJPA shall continue to exist and this Agreement shall continue in full force and effect so long as there shall be at least two parties to this Agreement.

(5) One-Year Review. After the first year of operation of the ConsortiumJPA, the legislative body of each party to this Agreement shall evaluate the effectiveness of the ConsortiumJPA and shall determine whether the ConsortiumJPA should continue to operate. Further, at any time, the Board of Directors may evaluate the effectiveness of the ConsortiumJPA and shall determine whether the ConsortiumJPA should continue to ~~op~~ rate-operate.

(6) Community Action Agency. If the ConsortiumJPA is dissolved, the County of Solano through the County Board of Supervisors shall be designated the CAA.

## ARTICLE VI

### GENERAL PROVISIONS

(1) Notices. Any notices required by or given pursuant to this Agreement shall be in writing and shall be delivered to the Clerk of each of the Agencies at the address of the principal business offices of the respective Agencies listed in the introduction of this Agreement or at such other address as any Agency may specify in writing to the ConsortiumJPA.

(2) Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of California.

(3) Headings. The article and paragraph headings contained in this Agreement are for the convenience of reference only and are not intended to define, limit or describe the scope of any provision of this Agreement.

~~(4)~~ Consent. Whenever any consent or approval is required by this Agreement, such consent or approval shall not be unreasonably withheld.

~~(-5)~~ Amendment. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of bonds issued by the ConsortiumJPA or

certificates of participation regarding payments to be made by the ConsortiumJPA or the Agencies or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required to carry out any of the provisions of this Agreement or for any other purpose.

←  
(6) — Enforcement by ConsortiumJPA. The ConsortiumJPA is hereby authorized to take any or all legal or equitable actions, including, but not limited to, injunction and specific performance, necessary or permitted by law to enforce this Agreement.

(7) — Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby.

(-8) — Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Agencies, respectively. None of the Agencies may assign any right or obligation hereunder without the written consent of the other Agencies.

(9) New Parties. Upon approval by the Board additional public agencies may become parties to this Agreement.

(10) Execution in Counterparts. ~~-This Agreement-~~ may be executed on behalf of the respective Agencies in one or more counterparts all of which collectively shall constitute one document and agreement.

(11) Effective Date. This Agreement shall take effect upon execution by at least two of the listed Agencies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year set above each of the parties.

Dated: \_\_\_\_\_

ATTEST

CITY OF FAIRFIELD

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST

CITY OF VACAVILLE

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST

CITY OF VALLEJO

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST

CITY OF SUISUN CITY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST

CITY OF RIO VISTA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Additional signatures to follow on the next page

Dated: \_\_\_\_\_

ATTEST

CITY OF BENICIA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST

CITY OF DIXON

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST

COUNTY OF SOLANO

---

Clerk of the Board

///

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Chair, Board of Supervisors

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AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT  
COMMUNITY ACTION PARTNERSHIP OF SOLANO JOINT POWERS AGENCY

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1000 Webster Street  
Fairfield, California 94533

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Vacaville, California 95688

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Vallejo, California 94590-5934

City of Suisun City  
701 Civic Center Boulevard  
Suisun City, California 94585

City of Rio Vista  
One Main Street  
Rio Vista, California 94571

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250 East "L" Street  
Benicia, California 94510

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Fairfield, California 94533-6378

This Agreement is made pursuant to the Joint Exercise of Powers Law (Articles 1 through 4 [commencing with Section 6500] of Chapter 5, Division 7, Title 1 of the California Government Code, as now or hereafter amended, hereinafter the ("Act")).

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WHEREAS, each of the Agencies has determined that there is a need to coordinate the provision of homeless and safety net services on a county-wide basis; and

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WHEREAS, each of the Agencies has determined that the creation of a Joint Powers Agency (JPA) to acquire, own and use property necessary to the provision of homeless and safety net services will enable the Agencies to realize significant cost savings and administrative efficiencies in acquiring and using such property; and

WHEREAS, agencies created pursuant to the Act are authorized by the Act to finance, acquire and own public capital improvements and to convey such public capital improvements to any of its members; and

WHEREAS, in 1999, the cities of Fairfield, Vallejo, Suisun City, Rio Vista, and Benicia, along with the County of Solano, entered into a joint powers agreement to form the agency originally known as the Solano Safety Net Consortium, which was later renamed as the Community Action Partnership of Solano County; and

WHEREAS, in 2014, the City of Vacaville became a signatory to the and became a member of the joint powers agency originally known as the Solano Safety Net Consortium, which was later renamed as the Community Action Partnership of Solano County; and

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WHEREAS, there also currently exists the Solano County Tripartite Advisory Board ("Tripartite Board") that was duly formed and constituted under California Government Code section 12752 to provide the Community Service Block Grant programmatic oversight; and

WHEREAS, the parties to the joint powers agreement now desire to enter into a new

and superseding agreement to reflect a change in the Board membership to be comprised of a representative from the legislative body of each member agency and other modifications as set forth herein; and

WHEREAS, nothing in the adoption and approval of this Agreement is intended to limit nor abridge the powers and authority of any Member Agency, the Housing First Continuum of Care, or the Tripartite Board and each will continue to exist in their respective capacities with the newly constituted JPA.

NOW, THEREFORE and in consideration of the foregoing and of the mutual covenants and promises herein set forth, the Agencies agree as follows:

## ARTICLE I

### PURPOSE AND ADMINISTRATION

(1) Purpose. The purpose of this Agreement is to create a public entity to provide oversight and coordination of homeless and safety net services to the residents of the Agencies; to serve as the conduit for safety net funding support; to administer such funds and make grants available to other government or non-profit entities for services to the homeless; to set policy and be the central agency for the oversight and technical assistance for the operation of homeless shelters, transitional housing, homeless assistance centers, community action councils and other safety net services; and to undertake such other programs as the Board of Directors may authorize. For purposes of participation in this Agreement, oversight is merely intended to represent regional coordination and no Member Agency, by virtue of its participation, intends or agrees to abridge any power and/or legal authority it has by virtue of said Member Agency's participation of this Agreement.

(2) Creation of JPA. Pursuant to the Act, there is hereby created a public entity to be known as the "Community Action Partnership ("CAP") of Solano Joint Powers Authority ("JPA")" ("JPA"). The JPA shall be a public entity separate and apart from each of the Agencies, and shall administer this Agreement.

(3) Board.

(a) Created. The JPA shall be administered by a Board of Directors (the "Board"). The Board shall be called the "Board of Directors of the CAP Solano JPA." All voting power of the JPA shall reside in the Board.

(b) Directors. The legislative bodies of each of the Agencies shall appoint two Directors, with one Director designated as the primary voting member and the other Director as the alternate who has full voting authority in the absence of the primary Director. Each Director and alternate shall be a member of the governing body of the Member Agency that he or she represents and shall serve at the pleasure of such governing body.

- (c) Term; Vacancies. Each Director and alternate shall serve a two-year term commencing on July 1st and ending on June 30<sup>th</sup> of the second following year and each Director and alternate shall serve at the pleasure of the body that appointed them. Vacancies during a term and following expiration of the term of any Director or alternate shall be filled in the same manner as the original appointments.
- (d) Compensation; Expenses. Directors and alternates may receive a stipend for service on the Board and shall receive reimbursement for necessary expenses, including travel incurred in connection with his or her services as a Director or alternate with prior approval and pursuant to resolution of the Board.

(4) Meetings of the Board.

- (a) Regular Meetings. Regular meetings of the Board shall be held on the first Monday of every month with the exception of legal holidays, or at such other time as the Board may fix by resolution from time to time. No notice of any regular meeting of the Board need be given to the Directors.
- (b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.
- (c) Call, Notice and Conduct of Meetings. All meetings of the Board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of Sections 54950 et seq. of the California Government Code.

(5) Minutes. The Secretary (as defined in Article II, Paragraph (3) hereof) shall cause to be kept minutes of the meetings of the Board, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and alternate and to each of the Agencies.

(6) Voting. Each Agency shall have one vote. Said vote can only be exercised by the Director or alternate in attendance at the meeting and no alternate may vote if the Director for whom that alternate was appointed is in attendance at the time the vote is to be cast. Any motion is deemed passed when it has received two-thirds vote of the current Member Agencies. Should any party elect to withdraw from the JPA, such party shall no longer have a vote in any JPA policy matter.

(7) Quorum. A majority of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings of the Board.

(8) By-laws. The Board may adopt by-laws, rules and regulations for the conduct

of its meetings or as are necessary for the purposes hereof.

(9) Fiscal Year. The fiscal year of the JPA shall be from July 1 of one year to June 30 of the following year, or any other twelve-month period hereafter designated by the Directors.

(10) Technical Advisory Committee. The JPA shall establish the Technical Advisory Committee (the "Committee") for the JPA. Each Member Agency shall appoint one trained/technical staff member, and alternate, to the Committee and vacancies on the Committee shall be filled by the Agency from which the vacancy arose. The Board shall establish procedures and regulations for the function of the Committee as the Board deems appropriate. The Committee shall provide technical advice and assistance and perform such other duties as are delegated by the Board.

(11) Personnel. The Board shall be responsible for the regulation of all personnel activities, including but not limited to the selection, recruitment, discipline, and discharge of any JPA staff. The Board may designate the Executive Director or another person to exercise the authority of the Board to perform any or all of the duties of this Section (11) and to take such action as is necessary and appropriate with regard to those duties.

## ARTICLE II

### OFFICERS AND EMPLOYEES

(1) Chair. The JPA shall have a Chair who shall be a Director and who shall be selected as Chair by the Board and who shall perform the duties normal to said office. The Chair may sign contracts on behalf of the JPA and shall perform such other duties as may be imposed by the Board.

(2) Vice-Chair. The JPA shall have a Vice-Chair who shall be a Director and who shall be selected as Vice-Chair by the Board. In the absence of the Chair, the Vice-Chair shall perform the duties of the Chair and shall perform all duties normal to such office.

(3) Secretary. The JPA shall have a Secretary who shall be selected by the Board and shall perform all duties normal to such office. Notwithstanding the foregoing, the Executive Director may take on the role and responsibilities of Secretary.

(4) Treasurer and Auditor. Pursuant to Sections 6505.5 and 6505.6 of the Act, the treasurer of one of the cities or the county treasurer or a certified public accountant shall be designated by the Board as the Treasurer/Auditor of the JPA. The governing body of the designated Treasurer/Auditor shall accept such designation. The Treasurer/Auditor shall be the depository, shall have custody of all of the accounts, funds and money of the JPA from whatever source, shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure strict accountability of all funds and reporting of all receipts and disbursements of the JPA. As provided in Section 6505 and Section 6505.6 of the Act, the Treasurer/Auditor shall make arrangements with the certified public accountant for an annual independent audit of accounts and records of the JPA.

(5) Executive Director. The Board may appoint an Executive Director by a majority vote of the whole Board and may delegate authority to the Executive Director to execute contracts approved by the Board and to perform any duties necessary and appropriate for the day-to-day management and operation of the JPA.

(6) Officers in Charge of Records, Funds and Accounts. Pursuant to Section 6505.1 of the Act, the Treasurer/Auditor shall have charge of, handle and have access to all accounts, funds and money of the JPA and all records of the JPA relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the JPA.

(7) General Counsel. The Board may appoint a General Counsel of the JPA who shall provide legal advice and perform such other duties as may be prescribed by the Board.

(8) Other Employees. The Board shall have the power to appoint and employ such other employees, consultants and independent contractors as may be necessary to accomplish the purposes of this Agreement.

(9) Assistant Officers. The Board may appoint such assistants to act in the place of the Secretary or other officers of the JPA (other than any Director) as the Board shall from time to time deem appropriate.

(10) Removal and Reappointment. Unless otherwise expressly stated herein, all officers of the JPA shall serve at the pleasure of the Board. Nothing in this paragraph, however, shall authorize the Board to appoint or dismiss a Director or alternate.

### ARTICLE III

#### POWERS

(1) General Powers. The JPA shall exercise in the manner herein provided the powers common to each of the Agencies and necessary or appropriate to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Paragraph (4) of this Article III.

(2) Designation as Community Action Agency. With the approval by the Solano County Board of Supervisors, the JPA is designated as the Community Action Agency (CAA) for Solano County. Such designation shall grant to the JPA the power to seek grants and funding on a County-wide basis. Any and all laws, rules and regulations that apply to the CAAs shall apply to the JPA, including but not limited to, provisions of Government Code Sections 12750 through 12763, and as amended from time to time.

(3) Specific Powers. The JPA is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including, but not limited to, any or all of the following:

- (a) to provide oversight and coordination of homeless and safety net services to the residents of the Agencies;
- (b) to serve as the conduit for safety net funding support;
- (c) to apply for and administer such funds and make grants available to other government and non-profit entities for services to the homeless including, but not limited to, the construction of affordable housing;
- (d) to be the central agency for the oversight and technical assistance for the operation of homeless shelters, transitional housing, homeless assistance centers, community action councils and other safety net services funded by the JPA;
- (e) to make and enter into contracts as approved by the Board;
- (f) to set measurable goals, performance objectives and standards that must be met and achieved by groups under contract to the JPA to deliver services to the homeless or to construct affordable housing;
- (g) to employ agents or employees;
- (h) to manage, maintain, or operate any public facility or improvement of the JPA;
- (i) to sue and be sued;
- (j) to incur debts, liabilities or obligations, provided that no such debt, liability or obligation shall constitute a debt, liability or obligation of any or all of the Agencies;
- (k) to apply for, accept, receive and disburse grants, loans and other aid from any agency of the Federal Government, the State of California, any of the Agencies, or private funding sources;
- (l) to invest any money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the JPA, as the JPA determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
- (m) to make and enter into agreements necessary to carry out the purposes of this Agreement;
- (n) to carry out and enforce all the provisions of this Agreement; and

(o) to exercise any and all other powers as may be provided in the Act.

(4) Restrictions on Exercise of Powers. The powers of the JPA shall be exercised in the manner prescribed in the Act and shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon a general law city.

(5) Obligations of JPA. The debts, liabilities and/or obligations of the JPA shall not be the debts, liabilities and/or obligations of any or all of the Agencies.

#### ARTICLE IV

##### CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS

(1) Contributions. Each of the Agencies may, but are not required to:

- (a) Make contributions from their treasuries for the purposes set forth herein;
- (b) Make payments of public funds to defray the cost of such purposes;
- (c) Make advances of public funds for such purposes, such advances to be repaid as provided herein; or
- (d) Use its personnel, equipment or property in lieu of other contributions or advances.

(2) Accounts and Reports. The Treasurer/Auditor shall establish and maintain such funds and accounts as may be required by any applicable laws or regulations or good accounting practice. The books and records of the JPA in the hands of the Treasurer/Auditor shall be open to inspection at all reasonable times by representatives of the Agencies. The Treasurer/Auditor, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Agencies.

(3) Funds. Subject to the applicable provisions of any instrument or agreement into which the JPA may enter, which may provide for a trustee to receive, have custody of and disburse JPA funds, the Treasurer/Auditor of the JPA shall receive, have the custody of and disburse JPA funds in accordance with generally accepted accounting practices, shall approve demands against the JPA pursuant to Government Code Section 6505.5(e), and shall make the disbursements required by this Agreement or necessary to carry out any of the provisions or purposes of this Agreement.

(4) Funds to Nonparticipating Agencies. Should any party elect to withdraw from the JPA or should any Solano County city elect not to join the JPA, such party's or city's status in future funding cycles for homeless and safety net services will not change as a result of membership or non-membership in the JPA, with the exception that no such party or city shall receive any additional funds generated by the JPA.

(5) Annual Budget and Administrative Expenses. The Board shall adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the JPA, prior to the commencement of each fiscal year.

## ARTICLE V

### TERM; DISPOSITION OF ASSETS

(1) Term. This Agreement shall continue in full force and effect until terminated by a unanimous vote of the Board.

(2) Disposition of Assets. Upon the dissolution of the JPA, after paying or adequately providing for the debts and obligations of the JPA, the remaining assets of the JPA shall be distributed to the parties to this Agreement with the exception of Block Grant funds which shall be transferred to the successor CAA pursuant to the provisions of Article V, Paragraph 6 of this Agreement. If for any reason the parties to this Agreement are unable or unwilling to accept the assets of the JPA, said assets shall be distributed to the Federal Government, to the State of California or to any local government for public purposes.

(3) Terminations. Any Member Agency may withdraw from its status as a party to this Agreement at the end of any given fiscal year provided that at such time said Member Agency has either discharged, or arranged for, to the satisfaction of remaining members of the Board, the discharge of any pending obligation it has assumed in writing by separate instrument entered into by each Agency, and further provided that written notice of intention to so withdraw has been served upon the Board and the Clerk of each Member Agency hereto no later than April 30th preceding the end of the fiscal year.

(4) Continuation. The inclusion of additional parties to this Agreement or the withdrawal of some, but not all, of the parties to this Agreement shall not be deemed a dissolution of the JPA nor a termination of this Agreement. The JPA shall continue to exist and this Agreement shall continue in full force and effect so long as there shall be at least two parties to this Agreement.

(5) One-Year Review. After the first year of operation of the JPA, the legislative body of each party to this Agreement shall evaluate the effectiveness of the JPA and shall determine whether the JPA should continue to operate. Further, at any time, the Board of Directors may evaluate the effectiveness of the JPA and shall determine whether the JPA should continue to operate.

(6) Community Action Agency. If the JPA is dissolved, the County of Solano through the County Board of Supervisors shall be designated the CAA.

## ARTICLE VI

### GENERAL PROVISIONS

(1) Notices. Any notices required by or given pursuant to this Agreement shall be in writing and shall be delivered to the Clerk of each of the Agencies at the address of the principal business offices of the respective Agencies listed in the introduction of this Agreement or at such other address as any Agency may specify in writing to the JPA.

(2) Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of California.

(3) Headings. The article and paragraph headings contained in this Agreement are for the convenience of reference only and are not intended to define, limit or describe the scope of any provision of this Agreement.

(4) Consent. Whenever any consent or approval is required by this Agreement, such consent or approval shall not be unreasonably withheld.

(5) Amendment. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of bonds issued by the JPA or certificates of participation regarding payments to be made by the JPA or the Agencies or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required to carry out any of the provisions of this Agreement or for any other purpose.

(6) Enforcement by JPA. The JPA is hereby authorized to take any or all legal or equitable actions, including, but not limited to, injunction and specific performance, necessary or permitted by law to enforce this Agreement.

(7) Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby.

(8) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Agencies, respectively. None of the Agencies may assign any right or obligation hereunder without the written consent of the other Agencies.

(9) New Parties. Upon approval by the Board additional public agencies may become parties to this Agreement.

(10) Execution in Counterparts. This Agreement may be executed on behalf of the respective Agencies in one or more counterparts all of which collectively shall constitute one document and agreement.

(11) Effective Date. This Agreement shall take effect upon execution by at least

two of the listed Agencies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year set above each of the parties.

Dated: \_\_\_\_\_

ATTEST

CITY OF FAIRFIELD

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST

CITY OF VACAVILLE

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST

CITY OF VALLEJO

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST

CITY OF SUISUN CITY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST

CITY OF RIO VISTA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Additional signatures to follow on the next page

Dated: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
City Clerk

CITY OF BENICIA

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
City Clerk

CITY OF DIXON

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Clerk of the Board  
///

COUNTY OF SOLANO

\_\_\_\_\_  
Chair, Board of Supervisors

**MINUTES**

**SPECIAL MEETING OF THE SUISUN CITY COUNCIL**

**AND HOUSING AUTHORITY**

**TUESDAY, JULY 19, 2022**

**5:30 P.M.**

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

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**NOTICE**

*Pursuant to Government Code Section 54953, subdivision (b), and 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](mailto:clerk@suisun.com) OR 707 421-7302.*

**ZOOM MEETING INFORMATION:**

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

**MEETING ID: 839 7347 3481**

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

**REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING  
BY EMAILING [CLERK@SUISUN.COM](mailto:CLERK@SUISUN.COM) (PRIOR TO 4pm) OR  
VIA WEBSITE OR PHONE APPLICATION, ZOOM**

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

**ROLL CALL**

Vice Mayor Hernandez called the meeting to order at 5:32pm with the following Council Members present:

**PRESENT:** Day, Hernandez, Hudson

**ABSENT:** Williams (arrived at 5:36pm)

**CONFLICT OF INTEREST NOTIFICATION NONE**

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

**PUBLIC COMMENT NONE**

*(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 and Housing Authority 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(d)(2) (1 potential case). Three Workers Compensation Claims by Joanne Ledford.

**2. CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

SCEA (Suisun City Employees' Association)

**3. CONFERENCE WITH LEGAL COUNSEL--SIGNIFICANT EXPOSURE TO LITIGATION/INITIATION OF LITIGATION**

Discussion of potential significant exposure to litigation/initiation of litigation pursuant to Government Code Section 54956.9(d)(2), (e)(1) and (d)(4): (1 potential case).

**Housing Authority****4. 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

Council entered into closed session at 5:34 pm.

**CONVENE OPEN SESSION**

Council convened open session with no announcements.

**ADJOURNMENT**

There being no further business the meeting was adjourned at 6:31pm

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Anita Skinner, City Clerk

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, JULY 19, 2022 6:30 P.M.

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

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

(Next Ord. No. – 795)

(Next City Council Res. No. 2022 – 101)

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 at 6:46 pm with the following Council

Members present:

PRESENT: Hernandez, Hudson, Williams

ABSENT: Day (arrived at 7:01pm)

Pledge of Allegiance was led by Council Member Williams.

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.)*

**REPORTS: (Informational items only)**

1. City Manager/Executive Director/Staff

- Candidate filing period open for two Council and Mayor seats until 8/12 unless an incumbent does not run, in which case filing period will be extended until 8/17.
- Ground breaking ceremony for McCoy Creek Trail last week. Thank you to STA for coordinating the event and to all who attended.
- Sunday Jazz at the Waterfront has started. Come down and listen to some great music on Sundays from 3-5pm.
- Construction has started on Meridian West, 72-unit single family development in Old Town.
- Sent out press release today on road projects that will begin next week. One on Village Drive and the other on Whispering Bay Lane.
- National Night Out is on Tuesday, August 2<sup>nd</sup>. There will not be a Council meeting that evening.

**PRESENTATION/APPOINTMENTS**

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

2. Presentation to City of Fairfield Fire Department - (Hernandez: [ahernandez@suisun.com](mailto:ahernandez@suisun.com)). Vice Mayor Hernandez read and Council Member Williams presented to Deputy Chief John Sterling expressing gratitude for providing an engine to the city.

Deputy Fire Chief thanked them will be bringing it back to Council for official presentation.

Council thanked them for engine, collaboration and support to the city for their mutual aid.

3. Appointments of Council Boards, Commissions and Committees – (Hernandez: [ahernandez@suisun.com](mailto:ahernandez@suisun.com)).

- Approving Appointment to the Recreation, Parks, Marina and Arts Commission.  
No applications were received.
- City Council Appointments to the Community Advisory Committees.

Council Member Hudson appointed Katrina Garcia to the Public Safety Committee.

Council Member Day appointed George Guynn to the Environment and Climate Committee and Steve Olry to the Public Safety Committee.

**Motion by Council Member Hudson to confirm appointment and seconded by Council Member Williams. Motion carried by the following vote:**

**AYES: Day, Hernandez, Hudson, Williams**

**NOES: None**

**ABSENT: None**

### **CONSENT CALENDAR**

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

#### **City Council**

4. Council Consideration and possible action to adopt Resolution No. 2022-110: 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 August 17, 2022 – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).
5. Council Adoption of Resolution No. 2022-111: Approving Both the Tentative Agreement for and the Memorandum of Understanding with the Suisun City Professional Firefighters' Association, International Association of Firefighters, Local 1186 - (Penland: [cpenland@suisun.com](mailto:cpenland@suisun.com)).
6. Council Adoption of Resolutions Amending the Citywide Classification and Compensation Plan to Create, Update, or Eliminate Various Classifications and Salaries: - (Penland: [cpenland@suisun.com](mailto:cpenland@suisun.com))
  - a. Council Adoption of Resolution No. 2022-112: Amending the Citywide Classification Plan to Create Division Fire Chief and Amending the Fire Engineer and Fire Captain Class Specifications, Establishing Benefits for the Division Fire Chief, and Providing Uniform Allowance to the Deputy Fire Chief.
  - b. Council Adoption of Resolution No. 2022-113: Amending the Citywide Compensation Plan and Salary Schedule as Follows: Establish Compensation for Division Fire Chief; Amend Compensation for City Manager and City Engineer; and Convert the Unrepresented Department Heads and Human Resources Administrator to a Five-Step Pay Scale.
7. Council Adoption of Resolution No. 2022-114: Approving the Debt Service Rate for the North Bay Aqueduct Bond Issue for Fiscal Year 2022-23 – (Deol: [ideol@suisun.com](mailto:ideol@suisun.com)).
8. Council Adoption of Resolution No. 2022 - 115: Authorizing the City Manager to Purchase the Extrication Equipment from L.N. Curtis and Sons for \$36,992.22 – (Renucci: [grenucci@suisun.com](mailto:grenucci@suisun.com)).
9. Council Adoption of Resolution No. 2022-116: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Interactive Resources for City Hall Water Damage Remediation Project, Fire Station Bathroom Remodel & Building Updates

Project, and Safety Facilities Security Gates Project, and Authorize Change Orders up to 10% of the Contract Amount – (Vue: [nvue@suisun.com](mailto:nvue@suisun.com)).

10. Council Adoption of Resolution No. 2022-117: Authorizing the City Manager to apply and join the AARP Network of Age-Friendly States and Communities - (Lofthus: [klofthus@suisun.com](mailto:klofthus@suisun.com)).
11. Council Adoption of Resolution No. 2022-118: Authorizing the City Manager to accept grant funds from First 5 Solano's Annual Grant Program in the amount of \$20,000 - (Lofthus: [klofthus@suisun.com](mailto:klofthus@suisun.com)).
12. Council Adoption of Resolution No. 2022-119: Amending the Council Norms and Procedures Manual – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

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

13. 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 July 5, 2022 - (Skinner: [askinner@suisun.com](mailto:askinner@suisun.com)).

Joint City Council / Suisun City Council Acting as Successor Agency

14. Council/Agency Approval of June 2022 Payroll Warrants in the Amount of \$532,660.32, and Council/Agency Approval of the June 2022 Accounts Payable Warrants in the Amount of \$3,298,932.03 – (Finance).

**Council Member Hudson pulled Items 10 and 12. Vice Mayor Hernandez stated that Item #9 is being removed to a future agenda when it is ready for presentation.**

**PUBLIC COMMENT**

**ITEM #14**

George Guynn commented that if the city keeps going at this rate each month you will be in deep financial trouble.

**Motion by Council Member Williams to approve Items 4,5,6,7,8,11,13,14 and seconded by Council Member Hudson. Motion passed by the following vote:**

**AYES: Day, Hernandez, Hudson, Williams**

**NOES: None**

**ABSENT: None**

**Item #10**

Council Member Hudson asked how did this item was placed on the agenda. He made comments on AARP, lobbying, selling insurance, selling trade mark, strongly recommend Council turn this down.

**PUBLIC COMMENT**

James Berg commented they are data collecting and more explanation is needed.

Patricia Matteson strongly disagrees with Council Member Hudson's comments. They provide policies and education that benefit seniors.

**Motion by Council Member Williams to bring this item back to give more time for research and provide more info to the Council to be able to make informed decision and seconded by Council Member Day. Motion passed by the following vote:**

**AYES: Day, Hernandez, Hudson, Williams**

**NOES: None**

**ABSENT: None**

### **Item #12**

Council Member Hudson recommended moving the council reports up on agenda and also taking a look at all procedures and bring back at a later date.

Vice Mayor Hernandez supported the recommended change of the order of the agenda but that a deep dive review be done once a new council is seated after the November election so their opinions can be considered.

### **PUBLIC COMMENT**

Katrina Garcia commented Section 9 where it talks about how things are conducted between Council Members has been very concerning in the past and feels more details should be there on how to handle situations.

Donna LeBlanc commented that she understands the rationale behind moving Council Reports up on the agenda but feels it moves Public Comment way down and that isn't fair to the public. She feels that if there is a change to Section 8.6 that there be changes to 9.11.

**Motion to approve Item #12 moving Council Reports up on the agenda as well as Public Comment and seconded by Council Member Williams to be Public Comment, Council Report, Consent Calendar.**

**Mr. Folsom asked for point of clarification on agenda placement to be City Manager Report, Presentation, Public Comment, Council Report and Consent Calendar.**

**Motion passed by the following vote:**

**AYES: Day, Hernandez, Hudson, Williams**

**NOES: None**

**ABSENT:**

### **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.)*

George Guynn stated he was pleased with Council Member Hudson's comments, about time we get back to business as normal; need to put public first and get things done that are important to

them.

Steve Olry stated he agrees with George's comments and bravo to Council Member Hudson for elevating the discussion; bravo to whoever cleaned up Hwy 12; troubled by letter to editor regarding 4<sup>th</sup> of July; illegal fireworks and people are getting away with it; ask Mr. Folsom who is in charge of proclamations; proclamations need to be geared towards the Boy Scouts, student achievements, volunteer groups.

Laura Dorsey commented that landscaping is not being taken care of and what is being done is leaving things looking chopped up; need to remove pine needles from sidewalks; how do we deal with homelessness behind our homes.

Shirley Jacks commented sidewalks are a safety hazard; pine needles on the sidewalk are dangerous; why was the work in Heritage Park planned during summer months; took away places for families to go; what is the completion date for Heritage Park?

Russel Dorsey commented about his concerns with "porch pirates"; has caught homeless stealing mail out of boxes; need to do something about crime; Railroad Avenue has become a race track.

James Berg commented he would like to see community involvement in the hiring process of the new fire chief; Assemblywoman Wilson have the city money and wanted to know if she is asking the city what they need or just what she thinks is needed; would like to see money go towards road upgrades and dredging.

Michelle Chavez commented she understands we have one empty bed at Mission Solano and if it is not being used are we still paying for; Railroad/Sunset still parked RV and garbage; parking and dumping at the corner of Blossom/Railroad Avenue and what is being done to correct the issue.

Brian Ferraro would like more info on what city is doing to maintain Hwy12 in regards to weeds, garbage and mangled fence. No one on council, public works have done anything, personally created a relationship with Caltrans and if he has to be the conduit, he will do that; city needs to enforce some type of ordinance on trash.

Donna LeBlanc thanked Brian; he is responsible for Caltrans being out there; thanked everyone who came out in person and on line for voicing your concerns. Adopt a Neighborhood, Saturday, 7/23 at 9am on Pintail Drive across from the park, please come out and join us for another clean up.

Rachelle Diaz asked if there was any additional info or public notices on the Suisun Logistic Center proposal and have they received any environmental reports.

Jason Brasfield, Suisun City Professional Firefighters Association President, thanked everyone for the passing of the city budget which included growth of the department, allowing for the staffing of one additional fire engine. Thanked the Council, city departments, dispatch and residents for their involvement in the growth of Suisun City.

**PUBLIC HEARING****City Council**

15. City Council Introduce and Waive Reading of Ordinance No. 796: An Ordinance of the City Council of the City of Suisun City, California, Adding Section 15.04.400 (Electric Vehicle Charging Stations) To Chapter 15.04 (Permits – Uniform Codes) of Title 15 (Buildings and Construction) Setting Forth Procedures for Electric Vehicle Charging Systems and Finding of Exemption from the California Environmental Quality Act (CEQA) - (Bermudez: [jbermudez@suisun.com](mailto:jbermudez@suisun.com)).

John Kearns presented staff report

**Vice Mayor Hernandez opened the Public Hearing.**

James Berg asked if the public will pay for use of these stations and if so, who gets the money? Will they be plugged into solar panels or PGE.

Donna LeBlanc asked for clarification is this for future new construction, what requirements do we have that state how many stations will be needed; as a private homeowner how do I go about putting one in my home.

Michelle Chavez asked if units across from La Cabana will be updated or replaced; who will be maintaining them; and where are the locations of stations in the city.

**There being no further comments the Public Hearing was closed.**

Vice Mayor Hernandez read the Ordinance title.

**Motion by Council Member Williams to introduce and waive reading of ordinance and seconded by Council Member Hudson. Motion passed by the following vote:**

**AYES: Day, Hernandez, Hudson, Williams**

**NOES: None**

**ABSENT: None**

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

16. Presentation of the 90% Design and Outreach Survey Results for the State Route Highway 12 Improvements Project – (Vue: [nvue@suisun.com](mailto:nvue@suisun.com)).

Public Works Director Vue gave a brief presentation and introduced Daniel Leary who gave a detailed report on the proposed beautification project for Highway 12.

**PUBLIC COMMENT**

James Berg asked if the fence was a necessary part of the project; will it take another 6 months for repairs if damaged.

Steve Olry asked why we were only getting 1% out of \$204m; putting up a fence makes no sense except to collect trash; need to put large rocks or something to discourage the speed and reckless driving on Highway 12.

Donna LeBlanc commented she didn't understand why improvements would only to Village Drive maybe to Sunset; no choice to not choose a fence on the survey; personally, took survey 3 times so numbers are not a fair representation; there was a fatality on Hwy 12 and replacing that section of fence still has not been done, wasting money on an oak tree; is there an alternate plan than what was presented; don't like, not happy with it, hope we figure out something fast.

Patricia Matteson commented she is glad something is being done; will improve the present trash, happy about the oak tree; low maintenance is given precedence over beautification; what is going to keep people from driving over the rock median into oncoming traffic; how are these plants going to be watered,

Michelle Chavez appreciates people like Brian Ferraro and Donna LeBlanc who have been so active and vocal about our Highway 12 corridor; future safety and maintenance is a major concern; Sustainable Solano would have info on different type of plants that would be better for this project.

Brian Ferraro asked how this section of Hwy 12 was chosen; can't maintain what is there? We don't need the fence; need weed killer; the tree is the worst idea ever; up to council to start getting things done; why are they relying on the public to do it.

**After continued Council discussion there was consensus to bring the item back with different options and or tiers and to be done as a workshop discussion.**

17. Council Adoption of Resolution No. 2022-120: Approving the painting of an interactive mural on the wall of the preschool playground - (Lofthus: [klofthus@suisun.com](mailto:klofthus@suisun.com)).

Kris Lofthus presented the staff report

**PUBLIC COMMENT**

Clerk Skinner read email from Princess Washington. Her comment stated that the far left and far right walls will remain a blank canvas that will encourage the children to create their own artwork. The middle wall will have the rendering as presented in the staff report. This project will allow inclusive participation opportunities.

Donna LeBlanc commented she thinks this is a fantastic idea,

**Motion by Council Member Williams to adopt resolution and seconded by Vice Mayor Hernandez. Motion passed by the following vote:**

**AYES: Day, Hernandez, Hudson, Williams**

**NOES: None**

**ABSENT: None**

**Vice Mayor Hernandez as for consensus on continuing the meeting past 10pm.**

**AYES: Hernandez**

**NOES: Day, Hudson**

**Items 18, 19, 20, 21 will be heard at the next Council meeting.**

18. Housing Division Showcase – (Lawton: [klawton@suisun.com](mailto:klawton@suisun.com)).

19. [Fire Department Showcase – \(Renucci: \[grenucci@suisun.com\]\(mailto:grenucci@suisun.com\)\)](#).  

**REPORTS: (Informational items only)**

20. Council/Boardmembers Updates

21. Non-Discussion Items

**ADJOURNMENT**

There being no consensus to continue, the meeting was adjourned at 10:01pm.

Council will be returning to Closed Session and do not expect any announcements.

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Anita Skinner, City Clerk

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## AGENDA TRANSMITTAL

**MEETING DATE:** August 16, 2022

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**AUTHORITY AGENDA ITEM:** Housing Authority Resolution No. HA 2022- \_\_\_\_: A Resolution of the Housing Authority of the City of Suisun City for Approval of the First Amendment to the November 2, 2021 Disposition and Development Agreement with Harbor Park LLC for the Sale and Development of APNs 0032-101-420 and 0032-102-160 (Almond Gardens), in the City of Suisun City

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**FISCAL IMPACT:** The City's approval of the First Amendment does not have any immediate financial impact on the City.

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**STRATEGIC PLAN GOALS:**      Develop Sustainable Economy

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**BACKGROUND:** On November 2, 2022, the Housing Authority of the City of Suisun City (Housing Authority) entered into a Disposition and Development Agreement (DDA) with Harbor Park LLC (Developer) for the disposition of property that is considered part of the Almond Gardens neighborhood. The property has been developed, owned, and operated by the Housing Authority as the Almond Gardens, a 52-unit, multifamily affordable apartment community, since 1962.

To strengthen the public planning process and reduce the economic costs and risk of development, the Housing Authority and the Developer entered into a DDA in November 2022 with a mutual understanding of the scope and nature of the future development project to be constructed by the Developer. The terms of the DDA ensure a clear understanding and expectation between the City and Developer.

The basic principle of the DDA is for the Applicant to purchase the Almond Gardens site and redevelop the site to include 52 affordable units, in addition to market rate units. In the DDA, the site plan provided for six apartment buildings each containing 16 apartment units: and one building which will contain the management office and apartment unit for the manager. The site's construction will occur in phases limiting the displacement of current residents. When construction is complete, all existing residents will have an opportunity to return to the newly constructed units.

Subsequently, the Developer requested the Housing Authority make specific changes to the DDA. In accordance with the terms of the DDA, the Developer has provided to the City a written request to make modifications to the DDA. After careful consideration of the Developer's request, staff seeks the First Amendment to the Disposition and Development Agreement.

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

Jim Bermudez, Development Services Director  
Greg Folsom, City Manager

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**STAFF REPORT:** The Developer is seeking to amend the DDA, increasing the total number of units from the approved unit allocation of 96 total units to 99, with 52 income-restricted units and the remaining 47 as market-rate units. The number of units may increase if the Developer avails itself of the Density Bonus Law, which allows an increase in density by right based on the percentage and affordability of the affordable units.

The due diligence period is also modified, increasing the period from 90 days to 120 days. The escrow deposit has been changed to two payments of \$10,000 and \$15,000. The first deposit of \$10,000 is due upon execution of the amendment, and the final deposit due prior to close of escrow. The deposit amounts are fully refundable prior to expiration of the due diligence period in the event the Developer does not proceed with the projects.

Additionally, the Developer is seeking to modify several provisions in the initial DDA, including clarifying the transfer restrictions, Developer's relocation obligations, and certain other matters - the substantive changes are largely intended to ensure that the Developer's obligations on this project are comparable to other privately funded housing projects. The First Amendment to the DDA incorporates the following amendments. A strikethrough version of the specific changes in the DDA is in Attachment 3. Below is a summary of the key changes:

Section 200 – Definitions.

Some parts of Section 200 (Definitions) have been amended to update definitions and to add a few definitions that were unintentionally omitted from the DDA.

Section 513 Release of Construction Covenants.

New language has been added to reinforce that the Authority shall release the Developer of construction covenants and terminate the agreement when the Authority determines conclusively that improvements have satisfactorily been met.

Section 602.2 Relocation Expenses.

This section has been revised to clarify that tenant relocation obligations by the Developer shall be in accordance with the relevant Government Code requirements -- relocation expenses are limited in amount and duration by the state statutes.

Attachment No. 5 - Grant Deed.

Section 1 of the Grant Deed includes language to clarify that the DDA shall automatically terminate upon recordation of the Release of Construction Covenant (see Section 513); however, the Regulatory Agreement will remain in effect according to its terms.

Attachment No. 9 – Regulatory Agreement. The following revisions have been made to the Regulatory Agreement.

- Tenant relocation procedures are consistent with Government Code requirements, per Section 602.2 of the DDA.
- Maintenance obligations have been removed from the DDA. Staff determined that articulating maintenance obligations is not necessary due to the fact obligations stated are consistent with City ordinances and regulations, and the additional language currently in the DDA is not applicable to private housing projects.

- The Regulatory Agreement has also been modified to ensure that the Developer and Developer's lender shall be loss payees on all-risk property insurance policies.

Revised attachments.

Revised Attachment 1-A.	Revised Site Plan
Revised Attachment 3.	Revised Scope of Development.
Revised Attachment 4.	Revised Schedule of Performance

**Conclusion**

The requested changes are consistent with the purposes of the DDA and will facilitate the completion of the project in a timely manner.

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**CEQA ANALYSIS:** The City's approval of the First Amendment does not constitute approval by the City of any development of the Property or other activity on the Property that would have a direct or reasonably foreseeable indirect environmental impact under the California Environmental Quality Act. Developer's future use or development of the Property is expressly conditioned on CEQA compliance.

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**RECOMMENDATION:** It is recommended that the Housing Authority Board adopt the Resolution authorizing the City Manager to execute the First Amendment to the Disposition and Development Agreement with Harbor Park LLC.

1. A Resolution of the Housing Authority of the City of Suisun City for Approval of the First Amendment to the November 2, 2021 Disposition and Development Agreement with Harbor Park LLC For the Sale and Development of APNs 0032-101-420 and 0032-102-160 (Almond Gardens), in the City of Suisun City

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**ATTACHMENTS:**

1. Resolution No. 2022-\_\_\_: A Resolution of the Housing Authority of the City of Suisun City for Approval of the First Amendment to the November 2, 2021, Disposition and Development Agreement with Harbor Park LLC For the Sale and Development of APNs 0032-101-420 And 0032-102-160 (Almond Gardens), in the City of Suisun City
2. Draft Amendment No. 1 to the Disposition and Development Agreement regarding the Almond Gardens Apartments property dated November 2, 2022, located at APN 0032-101-420 and 0032-102-160, in the City of Suisun City
3. Draft Amendment No. 1 to the Disposition and Development Agreement regarding the Almond Gardens Apartments property dated November 2, 2022, located at APN 0032-101-420 and 0032-102-160, in the City of Suisun City [strikethrough version]
4. PowerPoint Presentation

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**RESOLUTION NO. HA 2022-**

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF  
SUISUN CITY FOR APPROVAL OF THE FIRST AMENDMENT TO  
THE NOVEMBER 2, 2021 DISPOSITION AND DEVELOPMENT  
AGREEMENT WITH HARBOR PARK LLC FOR THE SALE AND  
DEVELOPMENT OF APNS 0032-101-420 AND 0032-102-160 (ALMOND  
GARDENS), IN THE CITY OF SUISUN CITY**

**WHEREAS**, the City of Suisun City Housing Authority, as the housing successor to the Suisun City Redevelopment Agency, owns certain developed real property identified as APN 0032-101-420 and 0032-102-160 at 707-815 Almond Street (Property). The Property is developed with a 52-unit multi-family affordable housing development commonly known as “Almond Gardens,” some of which are currently occupied.

**WHEREAS**, the Almond Gardens development is seriously impaired by soil stability and subsidence problems due to its location in a flood plain, which has made some of the buildings unsafe and threatens other buildings.

**WHEREAS**, due to the condition of the existing facilities, a number of the units cannot be leased or occupied.

**WHEREAS**, it has been determined that it is not financially feasible for the Housing Authority to repair the existing facilities, as the repairs would also require that the building pad be raised to above the floodplain.

**WHEREAS**, pursuant to Resolution No. HA 2021-03, Authority and Developer entered into a Disposition and Development Agreement dated November 2, 2021 (“Original DDA”), for the sale and development of the Property.

**WHEREAS**, in accordance with the Original DDA, Developer proposed to purchase the Site, demolish the Existing Facilities in phases, relocate the 38 existing tenants in phases, and prepare the site to elevate it above the flood plain appropriately to permit construction of 7 new buildings on the Property (collectively, the “Project”). As part of the Project, Developer agreed to relocate the existing tenants in phases until the new facilities have been constructed, after which the relocated existing tenants may have the right to be relocated to the new facilities.

**WHEREAS**, the Original DDA provided that the New Facilities would consist of 7 new buildings consisting of: (i) 6 apartment buildings each containing 16 (residential apartment units, and (ii) one building which would contain the management office and an apartment unit for the manager. The new facilities were to contain 96 residential apartment units, 52 of which would be subject to a 55-year affordability restrictive covenant, and the remainder would be market-rate units.

**WHEREAS**, Developer now wishes to amend the Original DDA to increase the total number of units to 99, with 52 units still subject to an affordability covenant per the Original DDA, and the remaining 47 units being market-rate units, which requires a new site plan and

1 other revisions to the Original DDA. The number of units may increase if Developer avails  
2 itself of the Bonus Density Law, codified in Section 65915 of the Government Code.

3 **WHEREAS**, The due diligence period is also modified, increasing the period from 90  
4 days to 120 days. The escrow deposit has been changed to two payments of \$10,000 and  
5 \$15,000. The first deposit of \$10,000 is due upon execution of the amendment, and the final  
6 deposit due prior to close of escrow. The deposit amounts are fully refundable prior to  
7 expiration of the due diligence period if Developer elects not to proceed with the project.

8 **WHEREAS**, the Authority and Developer also wish to modify a number of other  
9 provisions in the Original DDA including clarifying the transfer restrictions, Developer's  
10 relocations obligations, and certain other matters as set forth therein. The revisions are intended  
11 to clarify existing provisions and to bring the DDA in line with similar agreements for private  
12 housing projects. The Amendment also includes some non-substantive clean-up edits.

13 **WHEREAS**, the Developer agrees with the terms of Amendment No. 1 to the DDA.

14 **WHEREAS**, the Authority finds that this Project is in the best and vital interests of  
15 Authority and the City of Suisun City, and the health, safety and welfare of the existing tenants,  
16 who will be relocated into newly built units, the residents and taxpayers in the City, and is in  
17 accord with the public purposes and provisions of applicable state and local laws. Construction  
18 of the Project will provide additional jobs and will provide affordable housing in accordance  
19 with the purposes and goals of Authority. The Authority further finds that Amendment No. 1  
20 to the DDA is consistent with the purposes of the DDA and will further the development of the  
21 Project.

22 **WHEREAS**, a notice was published in the *Daily Republic* on August 3, 2022 and sent  
23 out to interested parties, announcing the Housing Authority's consideration of the DDA at a  
24 public hearing on June 21, 2022. On June 21, 2022, the public hearing was continued to July 5,  
25 2022, when it was continued to a date uncertain. The notice was published for the August 16,  
26 2022 public hearing in the *Daily Republic* on August 3, 2022.

27 **WHEREAS**, on August 16, 2022, the Housing Authority of the City of Suisun City  
28 considered the testimony of the Developer and the public, the staff report and all accompanying  
documents, and all other relevant evidence provided, and adopted Resolution No. HA 2022-  
\_\_\_\_\_, approving Amendment No. 1 to the DDA.

**NOW, THEREFORE**, the Housing Authority of the City of Suisun City does resolve  
as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Amendment No. 1 to the Disposition and Development Agreement between the  
Housing Authority of the City of Suisun City and Harbor Park LLC is approved, subject to and  
conditioned upon the following: (i) Amendment No. 1 to the DDA must be in final form  
approved by the Authority Director and Authority Counsel; and (ii) within five (5) days of  
adoption of this Resolution, the Developer must execute three (3) copies of Amendment No. 1,

1 and deliver same to Housing Authority together with all related documents and the initial  
2 deposit as required by Amendment No. 1.

3 3. The proceeds from the sale of the Property, net of the cost of sale, shall be set  
4 aside in a separate fund and used directly to assist a housing project for persons of low income.

5 4. The Housing Authority Board finds that pursuant to the Class 32 "in-fill"  
6 categorical exemption (CEQA Guideline Section 15332), this Project is exempt from  
7 environmental review, because the project is defined as an in-fill development project, located  
8 on no more than five acres, has no native vegetation or watercourses present on site, can be  
9 adequately served by all required utilities and public services, and the existing street network  
10 has adequate capacity to accommodate the anticipated traffic from the proposed Project.

11 5. The Executive Director of the Housing Authority is empowered to execute the  
12 agreement in substantially the form attached hereto. The Executive Director, in consultation  
13 with the Housing Authority Counsel, may make changes to the documents as may be needed  
14 to ensure internal consistency and to reflect the Housing Authority's approval herein.

15 **PASSED AND ADOPTED** at the Regular Meeting of the Housing Authority of the  
16 City of Suisun City duly held on Tuesday, the 16<sup>th</sup> day of August, 2022, by the following vote:

17 **AYES:** Board Directors: \_\_\_\_\_  
18 **NOES:** Board Directors: \_\_\_\_\_  
19 **ABSENT:** Board Directors: \_\_\_\_\_  
20 **ABSTAIN:** Board Directors: \_\_\_\_\_

21 **WITNESS** my hand and the seal of said Authority this 16th day of August, 2022.

22 \_\_\_\_\_  
23 Anita Skinner  
24 Housing Authority Secretary  
25  
26  
27  
28

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## FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

This First Amendment to Disposition and Development Agreement ("**First Amendment**") is entered into on August 16, 2022 ("**Effective Date**"), by and between the SUISUN CITY HOUSING AUTHORITY, a public body, corporate and politic ("**Authority**"), and HARBOR PARK, LLC, a California Limited Liability Company ("**Developer**").

### RECITALS

- A. Pursuant to Housing Authority Resolution No. 2021-03, Authority and Developer entered into a Disposition and Development Agreement dated November 2, 2021 ("**Original DDA**"), for the sale and development of Authority's real property located at 707-815 Almond Street in the City of Suisun City constituting Assessor's Parcel Numbers 0032-101-420 and 0032-102-160 ("**Site**") to Developer. The Site currently is improved with thirteen (13) apartment buildings some of which are occupied or partially occupied ("**Existing Facilities**").
- B. In accordance with the Original DDA, Developer originally proposed to purchase the Site, demolish the Existing Facilities in phases, relocate the thirty-eight (38) existing tenants ("**Existing Tenants**") in phases, and prepare the Site to elevate it above the flood plain appropriately to permit construction of seven (7) new buildings on the Site ("**New Facilities**") (collectively the "**Project**"). As part of the Project, Developer agreed to relocate the Existing Tenants in phases until the New Facilities have been constructed, after which the relocated Existing Tenants may have the right to be relocated to the New Facilities.
- C. Furthermore, the Original DDA provided that the New Facilities would consist of seven (7) new buildings consisting of: (i) six (6) apartment buildings each containing sixteen (16) residential apartment units, and (ii) one (1) building which would contain the management office and an apartment unit for the manager. The New Facilities were to contain ninety-six (96) residential apartment units (individually a "**Unit**" and collectively "**Units**"), fifty-two (52) of which would be subject to a 55-year affordability restrictive covenant ("**Restricted Units**") with the balance of the Units available to be rented at market rates ("**Unrestricted Units**"). The Original DDA also specified that New Facilities would include appropriate parking, common areas and landscaping, as generally depicted in the concept site plan attached to the Original DDA.
- D. Developer now wishes to amend the Original DDA to increase the total number of Units to a minimum of ninety-nine (99) with fifty-two (52) Restricted Units and the remaining forty-seven (47) Units being Unrestricted Units, which will require a new site plan and other revisions to the Original DDA. The number of units may increase in accordance with the bonus density law, Gov't Code § 65915.
- E. The parties also wish to modify a number of other provisions in the Original DDA including clarifying the transfer restrictions, Developer's relocations obligations, and certain other matters as set forth herein.

**NOW, THEREFORE,** based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Defined Terms.** Defined terms shall have the same meaning as set forth in the Original DDA as modified by this First Amendment. In the event of a conflict, the definition in this First Amendment shall control.

3. **Effective Date.** This First Amendment shall be effective on the date approved by the Authority Board ("**Amendment Effective Date**").

4. **Modifications/Amendment.** As of the Amendment Effective Date, the Original DDA is amended and modified as follows:

A. **Section 200 Definitions.** Section 200 is amended to add or to substitute the following as defined terms and deleting the prior definitions, as applicable:

"**§ 215 Deposit.** The term "**Deposit**" shall mean the Initial Deposit (as defined below) and, upon expiration of the Feasibility Period, it shall mean the total of the Initial Deposit plus the Additional Deposit (as defined below). The term "**Initial Deposit**" shall mean Ten Thousand Dollars (\$10,000) to be delivered by Developer to Escrow Agent as set forth in the Schedule of Performance. The term "**Additional Deposit**" shall mean Fifteen Thousand Dollars (\$15,000) to be delivered by Developer to Escrow Agent as set forth in the Schedule of Performance. The Deposit shall be applied to the Purchase Price at the Closing."

"**§ 224 Feasibility Period.** The term "Feasibility Period" shall mean the time period provided for in Section 401, during which time Developer shall determine whether the physical condition of the Site is suitable for Developer's intended use in accordance with this Agreement."

"**§ 225 Grant Deed.** The term "**Grant Deed**" shall mean the Grant Deed in substantially the form attached to the Original DDA as Attachment No. 5 by which Authority as Grantor will convey fee title to the Site to Developer as grantee, but modified as set forth in Section 4.D of this First Amendment."

"**§ 232 Opening of Escrow.** Escrow shall be deemed open when a fully executed copy of the First Amendment to the DDA and the Initial Deposit are delivered to Escrow Agent. which must occur within five (5) days of the Amendment Effective Date."

"**§ 245 Site Map.** The Project shall be located upon the Site which is within the City, as shown in the "Site Map" attached to this First Amendment as Revised Attachment 1-A."

**“§ 252 Unrestricted Unit.** The term **“Unrestricted Unit”** shall mean and refer to each of the projected forty-seven (47) residential units in the Project which are not restricted as an Affordable Restricted Unit. **“Unrestricted Units”** shall mean and refer collectively to all the Units which are not restricted as Affordable Restricted Units located on the Site. The number of unrestricted units may increase in accordance with the Density Bonus Law.”

**“§ 253 Scope of Development.** The term **“Scope of Development”** shall mean the Scope of Development attached hereto as Revised Attachment No. 3.”

**“§ 254 Schedule of Performance.** The term **“Schedule of Performance”** shall mean the Schedule of Performance attached hereto as Revised Attachment No. 4.”

**“§ 255 DDA.** As of the Effective Date of this First Amendment, all references in the Original DDA shall thereafter be deemed to refer to the Original DDA as amended by this First Amendment.”

**“§ 256 Density Bonus Law.** The term **“Density Bonus Law”** shall refer to the density bonuses and the incentives and concessions available to Developer pursuant to Section 65915 of the Government Code.”

- B. Section 401 Feasibility Period.** Section 401 is deleted in its entirety and the following is substituted in its place and stead:

“As soon as practicable after the Amendment Effective Date, Authority shall deliver to Developer any and all documents related to the Site which it has in its possession and control including all Existing Leases, all Existing Contracts, a rent roll (which shall include any defaults and security deposits), and any other reports regarding the Site in Authority’s possession (“Due Diligence Documents”). Due Diligence Documents shall not include the title information which shall be governed pursuant to Section 408.

Developer shall have a period of one hundred twenty (120) days from the Amendment Effective Date to review the Property and Due Diligence Documents (**“Feasibility Period”**).

During the Feasibility Period, Developer shall have the right to inspect the physical condition of the Site for the Project and, at its sole cost and expense, cost to conduct such engineering, feasibility studies, soils tests, environmental studies and other investigations as Developer, in its sole discretion, may desire, to permit Developer to determine the suitability of the Site for the uses permitted by this Agreement to conduct such other review and investigation which Developer deems appropriate to satisfy itself to acquire the Site. Developer shall further have the right to make an examination of all licenses, permits, authorizations, approvals and governmental regulations which affect the Site, including zoning and land

use issues and conditions imposed upon the Site by governmental agencies. During the Feasibility Period, Developer shall have access to the Site provided it complies with the provisions of Section 409.4.

Developer shall notify Authority on or before the end of the Feasibility Period, in writing, whether Developer has approved or disapproved the results of its investigation, such approval or disapproval to be given or withheld in Developer's reasonable discretion. If Developer disapproves the results of its investigations, such disapproval shall terminate the Agreement, in which case the Deposit will be returned to Developer as specified in Section 405, and the parties shall have no further obligations to the other under this Agreement. If Developer approves the results of its investigations, this Agreement shall remain in full force and effect, the Deposit shall become non-refundable (except in the case of a material Default by Authority), and the parties hereto shall have all of the rights and obligations as set forth herein. Failure of Developer to notify Authority of its approval or disapproval before the end of the Feasibility Period shall be conclusively deemed Developer's disapproval hereunder.

During the Due Diligence Period, Authority shall prepare for Developer's approval the exhibits to both the Assignment of Contracts and the Assignment of Leases."

- C. Section 405 Deposit.** Section 405 is deleted in its entirety and the following is substituted in its place and stead:

"Upon Opening of Escrow in accordance with the Schedule of Performance, Developer shall deliver the Initial Deposit directly to Escrow Agent. Developer shall deposit the Additional Deposit with Escrow Agent not later than the expiration of the Feasibility Period as set forth in the Schedule of Performance.

If Developer defaults in its obligations under this Agreement, then Authority shall retain the Deposit as liquidated damages to compensate Authority for its expenses in obtaining a new developer, and other actual and consequential damages. In the event that Developer defaults in its obligations under this Agreement, then Authority shall retain the Deposit as liquidated damages under Section 411(4) for its expenses and costs and other actual and consequential damages."

- D. Subsection 2 of Section 502 Development Plans, Final Building Plans and Environmental Review.** Section 502 is deleted in its entirety and the following is substituted in its place and stead:

**2. Evolution of Development Plan.** Concurrently with the approval of this Agreement, Authority has reviewed Developer's Basic Concept Drawings. On or before the date set forth in the Schedule of Performance, Developer shall

submit to the City preliminary, and thereafter final, drawings and specifications for development of the Site and each Site thereof in accordance with the Scope of Development, and all in accordance with the City's requirements. The term preliminary and final drawings shall be deemed to include site plans, building plans and elevations, grading plans, if applicable, landscaping plans, parking plans, signage, a description of structural, mechanical, and electrical systems, and all other plans, drawings and specifications. Final drawings will be in sufficient detail to obtain a building permit. Said plans, drawings and specifications shall be consistent with the Scope of Development and the various development approvals referenced hereinabove, except as such items may be amended by City (if applicable) and by mutual consent of Authority and Developer. Plans (concept, preliminary and construction) shall be progressively more detailed and will be approved if a logical evolution of plans, drawings or specifications previously approved. Plans in sufficient detail to obtain all discretionary land use approvals, including for site plan approval, conditional use permit, and other actions requiring Planning Commission approval, shall be submitted and processed concurrently for the Site.

Significant amendments to the Development Plan shall require Housing Authority Board approval; examples of significant changes include a change in unit numbers (not counting units added pursuant to the Density Bonus Law) that alters the number of buildings or the number of stories on buildings, or an overhaul of the appearance of the Project. Amendments to the Development Plan consistent with this Agreement, including minor changes in the total number of units, or changes based on the Density Bonus Law, may be approved administratively by the Housing Authority Director."

**E. Section 513 Release of Construction Covenants.** Section 513 is deleted in its entirety and the following is substituted in its place and stead:

"Upon the completion of all construction required to be completed by Developer on the Site, Authority shall furnish Developer with a Release of Construction Covenants for the Site in the form attached hereto as Attachment No. 10 upon written request therefor by Developer. The Release of Construction Covenants shall be executed by the Executive Director and notarized so as to permit it to be recorded in the office of the Recorder of Solano County. A Release of Construction Covenants shall be, and shall state that it constitutes, conclusive determination of satisfactory completion of the construction and development of the improvements required by this Agreement upon the Site and of full compliance with the terms of this Agreement with respect thereto. A partial Release of Construction Covenants applicable to less than the entire Site shall not be permitted.

Upon recordation of the Release of Construction Covenants, this Agreement shall automatically terminate and no longer have any effect, except for those specific provisions as set forth in the DDA which specify that they survive,

and the Grant Deed and the Regulatory Agreement.

After the recordation of the Release of Construction Covenants, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site shall not (because of such ownership, purchase, lease, or acquisition) incur any obligation or liability under this Agreement with respect to the Site, except that such party shall be bound by the covenants, encumbrances, and easements contained in the Deed and Regulatory Agreement attached hereto. After issuance of a Release of Construction Covenants, Authority shall not have any rights or remedies under this Agreement with respect to the Site, except as otherwise set forth or incorporated in the Deed or Regulatory Agreement.

Authority shall not unreasonably withhold a Release of Construction Covenants. If Authority refuses or fails to furnish a Release of Construction Covenants within thirty (30) days after written request from Developer or any entity entitled thereto, Authority shall provide a written statement of the detailed reasons Authority refused or failed to furnish a Release of Construction Covenants. The statement shall also contain Authority's opinion of the action Developer must take to obtain a Release of Construction Covenants. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, or other minor so-called "punch list" items, Authority will issue its Release of Construction Covenants upon the posting of a bond in an amount representing one hundred twenty five percent (125%) of the fair value of the work not yet completed or other assurance reasonably satisfactory to Authority.

A Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Release of Construction Covenants is not notice of completion as referred to in the California Civil Code Section 3093. Nothing herein shall prevent or affect Developer's right to obtain a Certificate of Occupancy from the City before the Release of Construction Covenants is issued."

- F. Section 602.2 Relocation Expenses.** Section 602.2 is deleted in its entirety and the following is substituted in its place and stead:

"During the construction, Developer shall relocate the Existing Tenants in conformity with the Scope of Development and pay applicable Relocation Costs. In accordance with Sections 7260(i)(3) and 7264(b), relocation expenses shall be capped at \$5,250 per person, to enable the person to lease or rent a comparable replacement dwelling for a period not to exceed 42 months, or 48 months under the conditions described in state law. Tenants in common are collectively entitled, as a "family," to only one payment of relocation benefits."

- G. Attachment No. 5 - Grant Deed.** Section 1 of the Grant Deed is deleted in its entirety and the following is substituted in its place and stead:

**“1. Governing Documents.** The Site is conveyed pursuant to that certain Disposition and Development Agreement entered into by and between Grantor and Grantee dated November 2, 2021 as amended by that certain First Amendment to the Disposition and Development Agreement, dated August 16, 2022 (collectively, the “**DDA**”). Grantee covenants and agrees for itself and its successors and assigns to use, operate and maintain the Site in accordance with the DDA and this Deed. In the event of any conflict between this Grant Deed and the DDA, the provisions of the DDA shall control. The DDA shall automatically terminate upon recordation of the Release of Construction Covenant as defined in Section 513 of the DDA, however, the Regulatory Agreement (as defined in Section 2 below) remain in effect pursuant to its terms.”

- H. Attachment No. 6 – Bill of Sale.** The Bill of Sale is amended as follows:

The introductory paragraph of the Bill of Sale is deleted in its entirety and the following is substituted in its place and stead:

“This instrument is executed and delivered as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ pursuant to that certain Disposition and Development Agreement dated as of November 2, 2021, as amended by the First Amendment to the Disposition and Development Agreement dated August 16, 2022 (collectively, “**Agreement**”), by and between SUISUN CITY HOUSING AUTHORITY, a public body, corporate and politic (“**Owner**”), and Harbor Park, LLC, a California limited liability company (“**Buyer**”), covering the real property located at 707-815 Almond Street, Suisun City, California (APNs. 0032-101-420 & 0032-102-160) (“**Real Property**”).”

- I. Attachment No. 7 – Assignment of Contracts, Assignment and Assumption of Contracts.** The Assignment of Contracts, Assignment and Assumption of Contracts, is amended as follows:

The introductory paragraph is of the Assignment of Contracts, Assignment and Assumption of Contracts, in its entirety and the following is substituted in its place and stead:

“This instrument is executed and delivered as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ (“**Effective Date**”) pursuant to that certain Disposition and Development Agreement dated as of November 2, 2021, as amended by the First Amendment to the Disposition and Development Agreement dated August 16, 2022 (collectively, “**Agreement**”), by and between SUISUN CITY HOUSING AUTHORITY, a public body, corporate and politic (“**Assignor**”), and HARBOR PARK, LLC, a California limited liability company (“**Assignee**”), covering the real property located at 707-815

Almond Street, Suisun City, California (APNs. 0032-101-420 & 0032-102-160) (“**Real Property**”).”

- J. Attachment No. 8 – Assignment of Leases, Assignment and Assumption of Leases.** The Assignment of Leases, Assignment and Assumption of Leases, is amended as follows:

The introductory paragraph is of the Assignment of Leases, Assignment and Assumption of Leases, is deleted in its entirety and the following is substituted in its place and stead:

“This instrument is executed and delivered as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ (“**Effective Date**”) pursuant to that certain Disposition and Development Agreement dated as of November 2, 2021, as amended by the First Amendment to the Disposition and Development Agreement dated August 16, 2022 (collectively, “**Agreement**”), by and between SUISUN CITY HOUSING AUTHORITY, a public body, corporate and politic (“**Assignor**”), and HARBOR PARK, LLC, a California limited liability company (“**Assignee**”), covering the real property located at 707-815 Almond Street, Suisun City, California (APNs. 0032-101-420 & 0032-102-160) (“**Real Property**”).”

- K. Attachment No. 9 – Regulatory Agreement.** The Regulatory Agreement is amended as follows:

**(a) Section B, Residential Rental Property** is amended to add a new Section 7 as follows

“7. Relocation Costs. In accordance with Sections 7260(i)(3) and 7264(b), relocation expenses shall be capped at \$5,250 per person, to enable the person to lease or rent a comparable replacement dwelling for a period not to exceed forty-two (42) months, or forty-eight (48) months under the conditions described in state law. Tenants in common are collectively entitled, as a “family” to only one payment of relocation benefits.”

**(b) Section D, Maintenance Obligation** is deleted in its entirety.

**(c) Section G, Insurance** is amended as follows:

**(i)** Subsection 1.b is deleted in its entirety and the following is substituted in its place and stead:

“With respect to the improvements and any fixtures and furnishings to be owned by Owner on the Site, All Risk Property insurance against fire, extended coverage, vandalism, and malicious mischief, and such other additional perils, hazards, and risks as now are or may be included in the standard “all risk” form in general use in Solano County,

California, with the standard form fire insurance coverage in an amount equal to full actual replacement cost thereof, as the same may change from time to time. The above insurance policy or policies shall include coverage for earthquake to the extent generally and commercially available at commercially reasonable rates as reasonably determined by Owner. Such insurance shall contain a replacement cost endorsement.”

(ii) Subsection 1.d(4) is deleted in its entirety and the following is substituted in its place and stead:

“Developer and Developer’s lender shall be loss payees on the All Risk Property insurance policies.”

(d) **Section I, Limitations on Transfers** is amended as follows:

(i) **Section I.2 Authority Approval of Transfer Required** is deleted in its entirety and the following is substituted in its place and stead:

“Prior to issuance of the Release of Construction Covenants, Owner shall not Transfer the Site or any of Owner’s rights hereunder, or any interest in the Site or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of Authority, and if so purported to be Transferred, the same shall be null and void. In considering whether it will grant approval of any Transfer by Owner of its interest in the Site, Authority shall consider factors such as (i) whether the completion of the Project is jeopardized; (ii) the financial credit, strength, and capability of the proposed transferee to perform Authority’s obligations hereunder; and (iii) the proposed transferee’s experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

In the absence of specific written agreement by Authority, no transfer by Owner of all or any portion of its interest in the Site (including without limitation a transfer not requiring Authority approval hereunder) shall be deemed to relieve it or any successor party from the obligation to complete the Project or any other obligations under this Regulatory Agreement. In addition, no attempted transfer of any of Owner’s obligations hereunder shall be effective unless and until the successor party executes and delivers to Authority an assumption agreement in a form approved by Authority assuming such obligations.”

(ii) **Section I.4 Release of Transfer Restrictions** is added as follows:

“Upon recordation of the Release of Construction Covenants pursuant to the DDA, this Section I shall automatically terminate in its entirety.”

**5. Authority to Execute.** The person(s) executing this First Amendment on behalf of Developer represent and warrant that: (i) Developer is duly organized and existing under the laws of California; (ii) they are duly authorized to execute and deliver this First Amendment on behalf of Developer; (iii) upon execution, this First Amendment is binding upon Developer; and (iv) entering into of this First Amendment does not violate any provision of any other agreement to which Developer is bound.

**6. Separate Entities.** Developer acknowledges that the Authority is a separate entity from the City and approvals by one entity does not bind the other entity.

**7. Attachments.** The Revised Attachments as set forth below are incorporated herein by reference:

Revised Attachment 1-A.	Revised Site Plan
Revised Attachment 3.	Revised Scope of Development.
Revised Attachment 4.	Revised Schedule of Performance

**8. Full Force and Effect.** Except as specifically provided in this First Amendment, the terms of the Original DDA shall remain unchanged and in full force and effect.

*[signatures on next page]*

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first written above.

**DEVELOPER:**

HARBOR PARK, LLC, a California limited liability company

By: \_\_\_\_\_  
Camran Nojoomi  
Manager

**AGENCY:**

SUISUN CITY HOUSING AUTHORITY, a public body, corporate and politic

By: \_\_\_\_\_  
Alma Hernandez, Vice Chair

**ATTEST:**

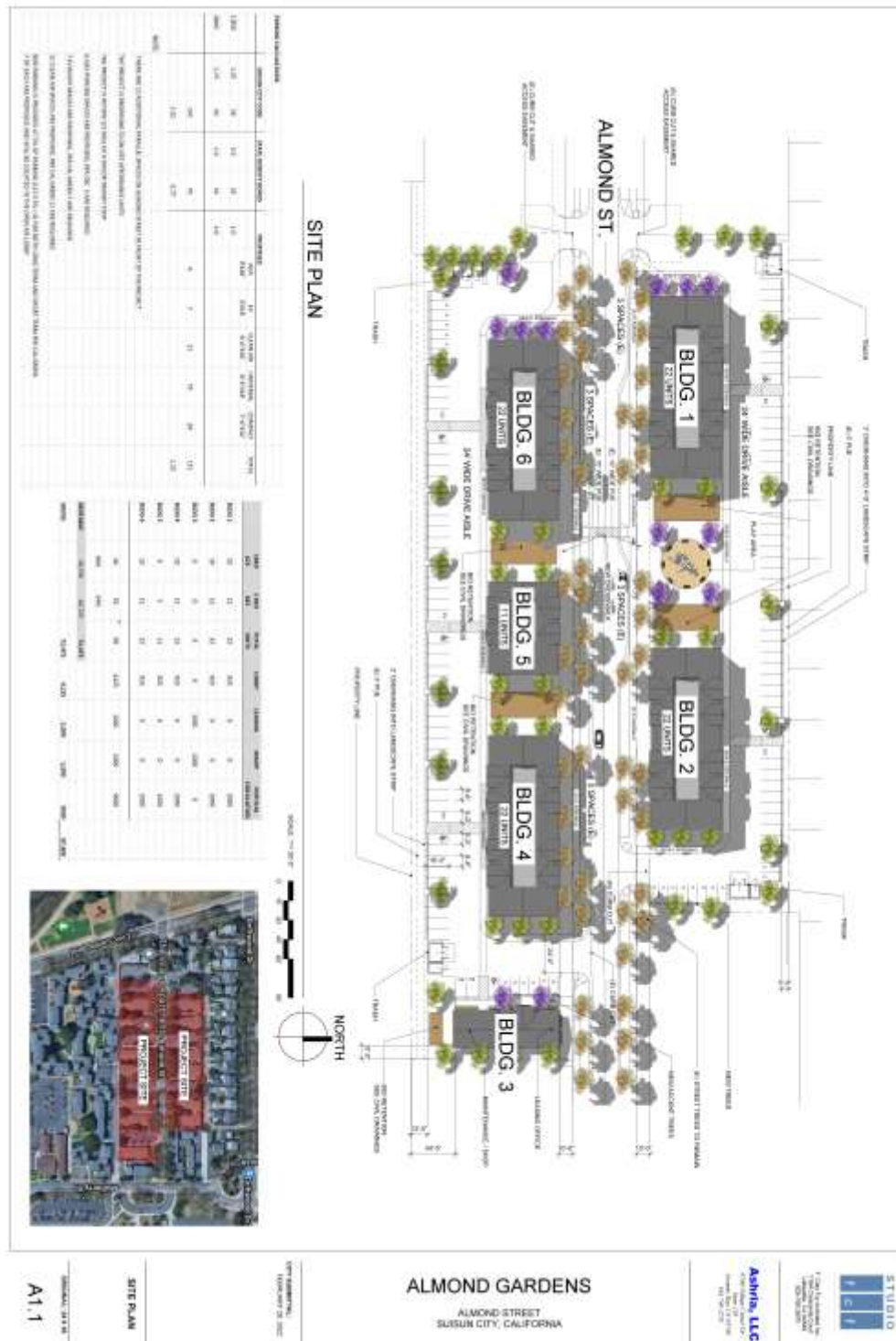
\_\_\_\_\_  
Anita Skinner  
Agency Secretary

Approved as to form:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Elena Q. Gerli Agency Counsel

# REVISED ATTACHMENT 1-A SITE PLAN



## **REVISED ATTACHMENT NO. 3**

### **SCOPE OF DEVELOPMENT**

#### **A. PROJECT CONCEPT**

The term “Project” shall mean residential improvements required to be constructed by Developer on the Site including, but not limited to, the construction of buildings, glass and concrete work, landscaping, parking areas, and related improvements for an apartment community. Developer will construct (i) four (4) 3-story buildings, containing twenty-two (22) Units, (ii) a single three (3) story building containing eleven (11) units, and (iii) one (1) single story building containing, the management office, and maintenance shop.

The Project shall consist of ninety-nine (99) Units. Fifty-Two (52) of the Units shall be restricted as Affordable Units.

The location of the respective Affordable Units will be designated in writing by Developer, delivered to the Authority and subject to Authority’s reasonable approval. The Affordable Units shall be interspersed amongst the different New Facilities.

The forty-seven (47) Unrestricted Units may be rented by Developer for fair market rent.

The Project will be constructed in phases as reasonably approved by Authority.

During the Feasibility Period, Developer and Authority shall discuss the availability of “Section 8” project-based housing vouchers available for the Affordable Units.

During the construction, Developer shall relocate the Existing Tenants in phases to the New Facilities once constructed. Developer shall have no obligation to relocate all Existing Tenants at one time. Developer shall pay any applicable Relocation Costs, subject to the limitations provided for in Section 602(2), above.

#### **B. DEMOLITION AND CLEARANCE**

Developer will complete demolition of all the improvements on the Site. Developer shall be responsible for all on-site work and improvements, including, but not limited to the following:

1. Developer shall be responsible for all utility relocation, and other work necessary to prepare the Site for the improvements contemplated by the DDA, and shall be responsible for all construction of the Affordable Restricted Units in accordance with the approved plans thereof.
2. Restoring those streets adjacent to the Site, if any, that undergo utility trenching needed to provide house connections to service the Site. The streets shall be restored to the condition prior to construction, with materials acceptable to the Director of Public Works.

3. Developer shall be responsible for the repair and protection of off-site improvements during construction of the on-site improvements. Any off-site improvements found damaged shall be reconstructed or provided for by Developer to the satisfaction of the Director of Public Works.

4. Developer shall plant or provide for street trees adjacent to the Site, including tree root barriers, to the satisfaction of the Director of Public Works. All required street trees, and any landscaping and sprinkler systems, shall be maintained by Developer and/or successors.

5. Developer shall provide or construct sidewalks, as shown on the approved Conceptual Plans, to the satisfaction of the Director of Public Works.

6. Developer shall submit a drainage plan with hydrology and hydraulic calculations, if requested, showing building elevations and drainage patterns and slopes, for review and approval by the Director of Community Development and the Director of Public Works. All required drainage/grading shall be provided in accordance with approved plans.

## **C. SITE PREPARATION**

Developer shall, at its sole cost and expense, perform or cause to be performed grading plan preparation, fine grading and related compaction, and other site preparation as necessary for construction of the Project, as approved by the City Engineer. Plans shall be prepared by a licensed civil engineer in good standing and subject to the approval of the City Engineer.

Developer shall, at its sole cost and expense, scarify, over-excavate, cut, fill, compact, rough grade, and/or perform all grading as required pursuant to an approved grading plan(s) to create finished lots, building pads, and appropriate rights-of-way configurations necessary to develop the Project described herein.

## **D. PROJECT DESIGN**

### **1. DESIGN PROCESS**

Developer and its representatives, including its architect and engineer, shall work with City and Authority staff to develop and execute the architectural concept, architectural drawings, site plan, tentative tract map, grading plan, off-site improvement plans, and related drawings and documents consistent with Planning Commission and Authority direction pursuant to the Suisun City Municipal Code.

### **2. ARCHITECTURAL CONCEPT**

The Project shall be designed and constructed as an integrated development in which the buildings shall have architectural excellence. The improvements to be constructed on the Site shall be of high architectural quality, shall be well landscaped, and shall be effectively and aesthetically designed. The shape, scale of volume, exterior design, and

exterior finish of each building, structure, and other improvements must be consistent with, visually related to, physically related to, and an enhancement to each other and, to the extent reasonably practicable, to adjacent improvements existing or planned within the Project Area. Developer's plans, drawings, and proposals submitted to Authority for approval shall describe in reasonable detail the architectural character intended for the Project. The open spaces between buildings on the residential portion of the Site, where they exist, shall be designed, landscaped and developed with the same degree of excellence.

### **3. SITE WORK**

The Project shall substantially conform to the site and building plans approved pursuant to Subsection A above and with the Site Map attached to the. It shall be the responsibility of Developer, the architect, and the contractor to develop the Project consistent with the aforementioned plans. Any substantial modification to the approved site or building plans, as determined by the Director of the Development Services Development, shall be referred to the Planning Commission for review and approval through a conformity report. Developer shall be responsible for the construction and installation of all improvements to be constructed or installed on the Site, including but not limited to the following:

#### **a. Phased Construction**

Construction of the Project shall be constructed in phases allowing Existing Tenants to be relocated during construction.

#### **b. Parking**

Developer shall develop on-site parking areas for the Site consisting of not less than required by applicable law. The design, construction, and number of parking spaces shall be in accordance with Chapters 20.47 and 20.70 of the Suisun City Municipal Code. Construction of the parking areas shall include installation of necessary drainage systems, paving, required landscaping and irrigation, striping and labeling, all in accordance with the Suisun City Municipal Code and approved plans.

#### **c. Landscaping**

Developer shall install and maintain on-site landscaping and automatic irrigation pursuant to approved plans consistent with Chapter 20.47 of the Suisun City Municipal Code.

#### **d. Lighting**

Developer shall install and maintain on-site lighting in a manner consistent the approved lighting and electrical plans. The design of light standards and fixtures shall be subject to the approval of the Director of Community Development.

**e. Trash Storage**

Trash storage areas shall be provided, of sufficient size to ensure containment of all solid waste materials generated from the Site in trash disposal and recycling bins. Adequate access shall be provided to the enclosures for refuse pickup.

**f. Signs**

A sign program shall be submitted to the City for approval. Building and, where necessary, electrical permits shall be obtained prior to installation, painting or erection of signs. Signs shall be designed, installed, and maintained in a manner consistent with the approved Site Plan and sign program.

**4. UNDERGROUNDING UTILITIES**

All new utility service connections servicing the Site shall be installed underground, including connections to facilities within the public right-of-way.

**5. MECHANICAL EQUIPMENT**

On-site mechanical equipment, whether roof or ground mounted, shall be completely screened from public view. Screening material shall be constructed of materials which coordinate with the overall architectural theme. Where public visibility will be minimal, the Director of Community Development may permit use of landscaping to screen ground mounted equipment.

**6. APPLICABLE CODES**

All improvements shall be constructed in accordance with the California Building Code (with Suisun City modifications), the County of Solano Fire Code (with Suisun City modifications), the Suisun City Municipal Code, and current City standards.

**7. OFFSITE IMPROVEMENTS**

Pursuant to the Agreement, Developer shall perform, or cause to be performed, all offsite improvements required by law or as a condition to any governmental or local approval or permit.

**REVISED ATTACHMENT NO. 4**  
**SCHEDULE OF PERFORMANCE**

	ITEM TO BE PERFORMED	TIME FOR PERFORMANCE
1.	Developer executes 3 copies of the First Amendment and delivers same to Authority together with check for Deposit payable to Escrow Holder.	Prior to the public hearing specified in Event 2
2.	Authority holds public hearing on First Amendment , to the DDA (" <b>Effective Date</b> ")	On or before August 16, 2022.
3.	Authority executes 3 copies of First Amendment and delivers 1 copy with the Initial Deposit check to Escrow Holder and 1 copy to Developer (" <b>Opening of Escrow</b> ")	On or before August 22, 2022
4.	Authority provides copies of all Due Diligence Documents which triggers commencement of the Feasibility Period (" <b>Feasibility Period</b> ")	Completed
5.	Developer commences, in its discretion, to physically inspect and conduct environmental investigations on the Site and perform all due diligence it requires.	Upon commencement of Feasibility Period
6.	Title Company delivers Preliminary Report to Developer	Within 7 days after Opening of Escrow.
7.	Developer approves or disapproves title exceptions on Preliminary Report	Within 30 days after Event 6.
8.	Authority notifies Developer whether Authority will cure any disapproved exceptions	Within 15 days of Event 7.
9.	Developer prepares and submits to City and Authority preliminary plans, drawings and specifications in accordance with Concept Drawings and Site Plan, including architectural theme and treatment for the entire Site.	Within 5 days of commencement of Feasibility Period
10.	City and Authority approves Preliminary Drawings	Within 15 days of Event 9.
11.	Developer diligently pursues application for approvals for the Project.	Within 10 days of Event 10.
12.	Developer completes its due diligence and issues its approval or disapproval of the Site.	Prior to end of Feasibility Period.

	ITEM TO BE PERFORMED	TIME FOR PERFORMANCE
13.	Developer delivers balance of Additional Deposit to Escrow	Prior to end of feasibility period.
14.	Developer obtains all necessary permits and approvals for the Project.	Within 180 days after Event 12.
15.	Escrow Agent gives notice of fees, charges, costs and documents to close Escrow	3 days prior to Closing
16.	Deposits into Escrow by Authority:	See below
	a) Grant Deed	On or before 1 business day preceding the Closing Date
	b) Regulatory Agreement	On or before 1 business day preceding the Closing Date
	c) Estoppel certificate	On or before 1 business day preceding the Closing Date
	d) Taxpayer ID Certificate	Prior to Closing Date
17.	Deposits into Escrow by Developer:	See below
	a) Estoppel Certificate	On or before 1 business day preceding the Closing Date
	b) Certificate of Acceptance (to be attached to the Grant Deed)	On or before 1 business day preceding the Closing Date
	c) Regulatory Agreement	On or before 1 business day preceding the Closing Date
	d) Taxpayer ID Certificate	Prior to Closing Date
18.	Close of Escrow with recordation of Grant Deed and Regulatory Agreement and delivery of documents and monies ( <b>Close of Escrow</b> )	Within 30 days after Event 14
19.	Developer relocates Existing Tenants for the applicable phase.	Prior to commencement of construction of the applicable phase.
20.	Construction commences and Developer diligently pursues to completion	Not later than the 60 days following Event 18
21.	Developer completes construction of improvements of the phase and obtains a certificate of occupancy for the buildings in the applicable phase.	Within five (5) months of commencement of construction of the phase.

	ITEM TO BE PERFORMED	TIME FOR PERFORMANCE
22.	Developer relocates Existing Tenants into the completed improvements as applicable	Within 10 days of Event 21.
23.	Developer completes all improvements for the Project and certificate of occupancy has been issued for all the Improvements	Within 2 years of the Close of Escrow.
24.	Authority issues Certificate of Completion.	Within 15 days of Developer's request after Event 23.

It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text of the Agreement; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Developer and Authority. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The Executive Director of Authority shall have Authority to approve extensions of time without Authority Board action not to exceed a cumulative total of one hundred eighty (180) days as provided in Section 803.

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## FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

This First Amendment to Disposition and Development Agreement ("**First Amendment**") is entered into on \_\_\_\_\_, 2022 ("**Effective Date**"), by and between the SUISUN CITY HOUSING AUTHORITY, a public body, corporate and politic ("**Authority**"), and HARBOR PARK, LLC, a California Limited Liability Company ("**Developer**").

### RECITALS

- A. Pursuant to Housing Authority Resolution No. 2021-03, Authority and Developer entered into a Disposition and Development Agreement dated November 2, 2021 ("**Original DDA**"), for the sale and development of Authority's real property located at 707-815 Almond Street in the City of Suisun City constituting Assessor's Parcel Numbers 0032-101-420 and 0032-102-160 ("**Site**") to Developer. The Site currently is improved with thirteen (13) apartment buildings some of which are occupied or partially occupied ("**Existing Facilities**").
- B. In accordance with the Original DDA, Developer originally proposed to purchase the Site, demolish the Existing Facilities in phases, relocate the thirty-eight (38) existing tenants ("**Existing Tenants**") in phases, and prepare the Site to elevate it above the flood plain appropriately to permit construction of seven (7) new buildings on the Site ("**New Facilities**") (collectively the "**Project**"). As part of the Project, Developer agreed to relocate the Existing Tenants in phases until the New Facilities have been constructed, after which the relocated Existing Tenants may have the right to be relocated to the New Facilities.
- C. Furthermore, the Original DDA provided that the New Facilities would consist of seven (7) new buildings consisting of: (i) six (6) apartment buildings each containing sixteen (16) residential apartment units, and (ii) one (1) building which would contain the management office and an apartment unit for the manager. The New Facilities were to contain ninety-six (96) residential apartment units (individually a "**Unit**" and collectively "**Units**"), fifty-two (52) of which would be subject to a 55-year affordability restrictive covenant ("**Restricted Units**") with the balance of the Units available to be rented at market rates ("**Unrestricted Units**"). The Original DDA also specified that New Facilities would include appropriate parking, common areas and landscaping, as generally depicted in the concept site plan attached to the Original DDA.
- D. Developer now wishes to amend the Original DDA to increase the total number of Units to ***a minimum of*** ninety-nine (99) with fifty-two (52) Restricted Units and the remaining forty-seven (47) Units being Unrestricted Units, which will require a new site plan and other revisions to the Original DDA. The number of units may increase in accordance with the bonus density law, Gov't Code § 65915.
- E. The parties also wish to modify a number of other provisions in the Original DDA including clarifying the transfer restrictions, Developer's relocations obligations, and certain other matters as set forth herein.

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**NOW, THEREFORE**, based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Defined Terms.** Defined terms shall have the same meaning as set forth in the Original DDA as modified by this First Amendment. In the event of a conflict, the definition in this First Amendment shall control.

3. **Effective Date.** This First Amendment shall be effective on the date approved by the Authority Board ("**Amendment Effective Date**").

4. **Modifications/Amendment.** As of the Amendment Effective Date, the Original DDA is amended and modified as follows:

A. **Section 200 Definitions.** Section 200 is amended to substitute the following as defined terms and deleting the prior definitions:

**"§ 215 Deposit.** The term "**Deposit**" shall mean the sum of Twenty-Five Thousand Dollars (\$25,000) delivered by Developer to Escrow Agent as set forth in the Schedule of Performance to be applied to the Purchase Price at the Closing.***Initial Deposit (as defined below) and, upon expiration of the Feasibility Period, it shall mean the total of the Initial Deposit plus the Additional Deposit (as defined below). The term "Initial Deposit" shall mean Ten Thousand Dollars (\$10,000) to be delivered by Developer to Escrow Agent as set forth in the Schedule of Performance. The term "Additional Deposit" shall mean Fifteen Thousand Dollars (\$15,000) to be delivered by Developer to Escrow Agent as set forth in the Schedule of Performance. The Deposit shall be applied to the Purchase Price at the Closing.***"

**"§ 224 Feasibility Period.** The term "Feasibility Period" shall mean the ninety (90) day**time** period as defined**provided for** in Section 401, ~~in~~**during** which **time** Developer shall determine whether the physical condition of the Site is suitable for Developer's intended use in accordance with this Agreement."

**"§ 225 Grant Deed.** The term "Grant Deed" shall mean that Grant Deed in substantially the form attached hereto ~~to the Original DDA~~ as Attachment No. 5 by which Authority as Grantor will convey fee title to the Site to Developer as grantee, **but modified as set forth in Section 4.D of this First Amendment.**"

**"§ 232 Opening of Escrow.** Escrow shall be deemed open when a fully executed copy of this Agreement**the First Amendment to the DDA** and the **Initial** Deposit are delivered to Escrow Agent, **which must occur**

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**within five (5) days of the Amendment Effective Date.”**

**“§ 245 Site Map. The Project shall be located upon the Site, which is within the City, as shown in the attached hereto as ~~Attachment No. 1-A~~ to this First Amendment as Revised Attachment 1-A.”**

**“§ 252 Unrestricted Unit. The term “Unrestricted Unit” shall mean and refer to each of the ~~forty-four (44)~~ **projected forty-seven (47)** residential units in the Project which are not restricted as an Affordable Restricted Unit. “Unrestricted Units” shall mean and refer collectively to all the Units on the Site which are not restricted as Affordable Restricted Units located on the Site. ***The number of unrestricted units may increase in accordance with the Density Bonus Law.***”**

**“§ 253 Scope of Development. The term “Scope of Development” shall mean the Scope of Development attached hereto as Revised Attachment No. 3.”**

**“§ 254 Schedule of Performance. The term “Schedule of Performance” shall mean the Schedule of Performance attached hereto as Revised Attachment No. 4.”**

**“§ 255 DDA. As of the Effective Date of this First Amendment, all references in the Original DDA shall thereafter be deemed to refer to the Original DDA as amended by this First Amendment.”**

**““§ 256 Density Bonus Law. The term “Density Bonus Law” shall refer to the density bonuses and the incentives and concessions available to Developer pursuant to Section 65915 of the Government Code.”**

- B. Section 401 Feasibility Period.** Section 401 is deleted in its entirety and the following is substituted in its place and stead:

“As soon as practicable after the **Amendment** Effective Date, Authority shall deliver to Developer any and all documents related to the Site which it has in its possession and control including all Existing Leases, all Existing Contracts, a rent roll (which shall include any defaults and security deposits), and any other reports regarding the Site in Authority’s possession (“Due Diligence Documents”). Due Diligence Documents shall not include the title information which shall be governed pursuant to Section 408.

Developer shall have a period of ~~ninety (90)~~ **one hundred twenty (120)** days from the **Amendment Effective Date** ~~date that Authority provides to Developer copies of all~~ **to review the Property and** Due Diligence Documents (“**Feasibility Period**”).

During the Feasibility Period, Developer shall have the right to inspect the

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physical condition of the Site for the Project and, at its sole cost and expense, cost to conduct such engineering, feasibility studies, soils tests, environmental studies and other investigations as Developer, in its sole discretion, may desire, to permit Developer to determine the suitability of the Site for the uses permitted by this Agreement to conduct such other review and investigation which Developer deems appropriate to satisfy itself to acquire the Site. Developer shall further have the right to make an examination of all licenses, permits, authorizations, approvals and governmental regulations which affect the Site, including zoning and land use issues and conditions imposed upon the Site by governmental agencies. During the Feasibility Period, Developer shall have access to the Site provided it complies with the provisions of Section 409.4.

Developer shall notify Authority on or before the end of the Feasibility Period, in writing, whether Developer has approved or disapproved the results of its investigation, such approval or disapproval to be given or withheld in Developer's reasonable discretion. If Developer disapproves the results of its investigations, such disapproval shall terminate the Agreement, in which case the Deposit will be returned to Developer as specified in Section 405, and the parties shall have no further obligations to the other under this Agreement. If Developer approves the results of its investigations, this Agreement shall remain in full force and effect, the Deposit shall become non-refundable (except in the case of a material Default by Authority), and the parties hereto shall have all of the rights and obligations as set forth herein. Failure of Developer to notify Authority of its approval or disapproval before the end of the Feasibility Period shall be conclusively deemed Developer's disapproval hereunder.

During the Due Diligence Period, Authority shall prepare for Developer's approval the exhibits to both the Assignment of Contracts and the Assignment of Leases."

- C. Section 405 Deposit.** Section 405 is deleted in its entirety and the following is substituted in its place and stead:

"Upon Opening of Escrow in accordance with the Schedule of Performance, Developer shall deliver the ***Initial*** Deposit directly to Escrow Agent. ***Developer shall deposit the Additional Deposit with Escrow Agent not later than the expiration of the Feasibility Period as set forth in the Schedule of Performance.***

If Developer defaults in its obligations under this Agreement, then Authority shall retain the Deposit as liquidated damages to compensate Authority for its expenses in obtaining a new developer, and other actual and consequential damages. In the event that Developer defaults in its obligations under this Agreement, then Authority shall retain the Deposit as liquidated damages under Section 411(4) for its expenses and costs and

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other actual and consequential damages.”

- D. Subsection 2 of Section 502 Development Plans, Final Building Plans and Environmental Review.** Section 502 is deleted in its entirety and the following is substituted in its place and stead:

**“2. Evolution of Development Plan.** Concurrently with the approval of this Agreement, Authority has reviewed Developer’s Basic Concept Drawings. On or before the date set forth in the Schedule of Performance, Developer shall submit to the City preliminary, and thereafter final, drawings and specifications for development of the Site and each Site thereof in accordance with the Scope of Development, and all in accordance with the City’s requirements. The term preliminary and final drawings shall be deemed to include site plans, building plans and elevations, grading plans, if applicable, landscaping plans, parking plans, signage, a description of structural, mechanical, and electrical systems, and all other plans, drawings and specifications. Final drawings will be in sufficient detail to obtain a building permit. Said plans, drawings and specifications shall be consistent with the Scope of Development and the various development approvals referenced hereinabove, except as such items may be amended by City (if applicable) and by mutual consent of Authority and Developer. Plans (concept, preliminary and construction) shall be progressively more detailed and will be approved if a logical evolution of plans, drawings or specifications previously approved. Plans in sufficient detail to obtain all discretionary land use approvals, including for site plan approval, conditional use permit, and other actions requiring Planning Commission approval, shall be submitted and processed concurrently for the Site.

***Significant amendments to the Development Plan shall require Housing Authority Board approval; examples of significant changes include a change in unit numbers (not counting units added pursuant to the Density Bonus Law) that alters the number of buildings or the number of stories on buildings, or an overhaul of the appearance of the Project. Amendments to the Development Plan consistent with this Agreement, including minor changes in the total number of units, or changes based on the Density Bonus Law, may be approved administratively by the Housing Authority Director.”***

- E. Section 513 Release of Construction Covenants.** Section 513 is deleted in its entirety and the following is substituted in its place and stead:

“Upon the completion of all construction required to be completed by Developer on the Site, Authority shall furnish Developer with a Release of Construction Covenants for the Site in the form attached hereto as Attachment No. 10 upon written request therefor by Developer. The Release of Construction Covenants shall be executed by the Executive Director and notarized so as to permit it to be recorded in the office of the Recorder of

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Solano County. A Release of Construction Covenants shall be, and shall state that it constitutes, conclusive determination of satisfactory completion of the construction and development of the improvements required by this Agreement upon the Site and of full compliance with the terms of this Agreement with respect thereto. A partial Release of Construction Covenants applicable to less than the entire Site shall not be permitted.

***Upon recordation of the Release of Construction Covenants, this Agreement shall automatically terminate and no longer have any effect, except for those specific provisions as set forth in the DDA which specify that they survive, and the Grant Deed and the Regulatory Agreement.***

After the ~~issuance~~**—recordation** of the Release of Construction Covenants, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site shall not (because of such ownership, purchase, lease, or acquisition) incur any obligation or liability under this Agreement with respect to the Site, except that such party shall be bound by the covenants, encumbrances, and easements contained in the Deed and Regulatory Agreement attached hereto. After issuance of a Release of Construction Covenants, Authority shall not have any rights or remedies under this Agreement with respect to the Site, except as otherwise set forth or incorporated in the Deed or Regulatory Agreement.

Authority shall not unreasonably withhold a Release of Construction Covenants. If Authority refuses or fails to furnish a Release of Construction Covenants within thirty (30) days after written request from Developer or any entity entitled thereto, Authority shall provide a written statement of the detailed reasons Authority refused or failed to furnish a Release of Construction Covenants. The statement shall also contain Authority's opinion of the action Developer must take to obtain a Release of Construction Covenants. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, or other minor so-called "punch list" items, Authority will issue its Release of Construction Covenants upon the posting of a bond in an amount representing one hundred twenty five **percent** (125%) of the fair value of the work not yet completed or other assurance reasonably satisfactory to Authority.

A Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Release of Construction Covenants is not notice of completion as referred to in the California Civil Code Section 3093. Nothing herein shall prevent or affect Developer's right to obtain a Certificate of Occupancy from the City before the Release of Construction Covenants is issued."

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- F. **Section 602.2 Relocation Expenses.** Section 602.2 is deleted in its entirety and the following is substituted in its place and stead:

“During the construction, Developer shall relocate the Existing Tenants in conformity with the Scope of Development and pay applicable Relocation Costs. ***In accordance with Sections 7260(i)(3) and 7264(b), relocation expenses shall be capped at \$5,250 per person, to enable the person to lease or rent a comparable replacement dwelling for a period not to exceed 42 months, or 48 months under the conditions described in state law. Tenants in common are collectively entitled, as a “family,” to only one payment of relocation benefits.”***

- G. **Attachment No. 5 - Grant Deed.** Section 1 of the Grant Deed is deleted in its entirety and the following is substituted in its place and stead:

“1. **Governing Documents.** The Site is conveyed pursuant to that certain Disposition and Development Agreement (~~“DDA”~~) entered into by and between Grantor and Grantee dated \_\_\_\_\_ ***November 2, 2021, as amended by that certain First Amendment to the Disposition and Development Agreement, dated August 16, 2022 (collectively, the “DDA”***). Grantee covenants and agrees for itself and its successors and assigns to use, operate and maintain the Site in accordance with the DDA and this Deed. In the event of any conflict between this Grant Deed and the DDA, the provisions of the DDA shall control. ***The DDA shall automatically terminate upon recordation of the Release of Construction Covenant as defined in Section 513 of the DDA, however, the Regulatory Agreement (as defined in Section 2 below) remain in effect pursuant to its terms.”***

- H. **Attachment No. 6 – Bill of Sale.** The Bill of Sale is amended as follows:

The introductory paragraph of the Bill of Sale is deleted in its entirety and the following is substituted in its place and stead:

“This instrument is executed and delivered as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ pursuant to that certain Disposition and Development Agreement dated as of ***November 2, 2021, as amended by the First Amendment to the Disposition and Development Agreement dated August 16, 2022 (collectively, “Agreement”***), by and between SUISUN CITY HOUSING AUTHORITY, a public body, corporate and politic (“***Owner***”), and Harbor Park, LLC, a California limited liability company (“***Buyer***”), covering the real property located at 707-815 Almond Street, Suisun City, California (APNs. 0032-101-420 & 0032-102-160) (“***Real Property***”).”

- I. **Attachment No. 7 – Assignment of Contracts, Assignment and Assumption of Contracts.** The Assignment of Contracts, Assignment and Assumption of Contracts, is amended as follows:

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The introductory paragraph is of the Assignment of Contracts, Assignment and Assumption of Contracts, in its entirety and the following is substituted in its place and stead:

“This instrument is executed and delivered as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ (“**Effective Date**”) pursuant to that certain Disposition and Development Agreement dated as of ***November 2, 2021, as amended by the First Amendment to the Disposition and Development Agreement dated August 16, 2022 (collectively, “Agreement”***), by and between SUISUN CITY HOUSING AUTHORITY, a public body, corporate and politic (“**Assignor**”), and HARBOR PARK, LLC, a California limited liability company (“**Assignee**”), covering the real property located at 707-815 Almond Street, Suisun City, California (APNs. 0032-101-420 & 0032-102-160) (“**Real Property**”).”

- J. Attachment No. 8 – Assignment of Leases, Assignment and Assumption of Leases.** The Assignment of Leases, Assignment and Assumption of Leases, is amended as follows:

The introductory paragraph is of the Assignment of Leases, Assignment and Assumption of Leases, is deleted in its entirety and the following is substituted in its place and stead:

“This instrument is executed and delivered as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ (“**Effective Date**”) pursuant to that certain Disposition and Development Agreement dated as of ***November 2, 2021, as amended by the First Amendment to the Disposition and Development Agreement dated August 16, 2022 (collectively, “Agreement”***), by and between SUISUN CITY HOUSING AUTHORITY, a public body, corporate and politic (“**Assignor**”), and HARBOR PARK, LLC, a California limited liability company (“**Assignee**”), covering the real property located at 707-815 Almond Street, Suisun City, California (APNs. 0032-101-420 & 0032-102-160) (“**Real Property**”).”

- K. Attachment No. 9 – Regulatory Agreement.** The Regulatory Agreement is amended as follows:

**(a) Section B, Residential Rental Property** is amended to add a new Section 7 as follows

***“7. Relocation Costs. In accordance with Sections 7260(i)(3) and 7264(b), relocation expenses shall be capped at \$5,250 per person, to enable the person to lease or rent a comparable replacement dwelling for a period not to exceed forty-two (42) months, or forty-eight (48) months under the conditions described in state law. Tenants in common are collectively entitled, as a “family” to only one payment of relocation benefits.”***

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(b) Section D, **MAINTENANCE** is deleted in its entirety.

~~D. ——— **MAINTENANCE.**~~

~~1. ——— **Maintenance Obligation.** Owner, for itself and its successors and assigns, hereby covenants and agrees to maintain and repair or cause to be maintained and repaired the Site and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, signs and walls in a good working condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction, at Owner's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition; and (iii) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such pavings at all times be kept in a level and smooth condition. In addition, Owner shall be required to maintain the Property in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within one thousand (1,000) feet of such portion of the Site.~~

~~2. ——— **Parking and Driveways.** The driveways and traffic aisles on the Site shall be kept clear and unobstructed at all times. No vehicles or other obstruction shall project into any of such driveways or traffic aisles. Vehicles associated with the operation of the Site, including delivery vehicles, vehicles of employees and vehicles of persons with business on the Site shall park solely on the Site.~~

~~1. ——— **Tenant Compliance.** Owner shall provide any proposed tenants of any portion of the Site with a copy of this Agreement (or an accurate summary of the terms of this Agreement) and shall, prior to entering into any lease agreement, have the proposed tenant execute an affidavit agreeing to comply with the provisions of this Agreement. All lease agreements shall be in writing and shall contain provisions which make compliance with the conditions of this Agreement express covenants of the lease.~~

~~2. ——— **Right of Entry.** In the event Owner fails to maintain the Site in the above-mentioned condition, and satisfactory progress is not made in correcting the condition within thirty (30) days from the date of written notice from Authority, or if Owner and Authority agree such condition~~

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~~cannot reasonably be cured within such 30-day period. Owner shall have such time as Owner and Authority mutually agree may be reasonably necessary to correct the condition provided that Owner is diligent in pursuit of the cure. City or Authority may, at their option, and without further notice to Owner, declare the unperformed maintenance to constitute a public nuisance. Thereafter, either Authority or City, their employees, contractors or agents, may cure Owner's default by entering upon the Site and performing the necessary landscaping and/or maintenance. Authority or City shall give Owner, its representative or the residential manager reasonable notice of the time and manner of entry, and entry shall only be at such times and in such manner as is reasonably necessary to carry out this Regulatory Agreement. Owner shall pay such costs as are reasonably incurred by Authority or City for such maintenance, including attorneys' fees and costs.~~

~~3. ***Lien.*** If such costs are not reimbursed within thirty (30) days after Owners' receipt of notice thereof, the same shall be deemed delinquent, and the amount thereof shall bear interest thereafter at a rate of the lower of ten percent (10%) per annum or the legal maximum until paid. Any and all delinquent amounts, together with said interest, costs and reasonable attorney's fees, shall be a personal obligation of Owner as well as a lien and charge, with power of sale, upon the property interests of Owner, and the rents, issues and profits of such property. City and/or Authority may bring an action at law against Owner obligated to pay any such sums or foreclose the lien against Owner's property interests. Any such lien may be enforced by sale by the City or Authority following recordation of a Notice of Default of Sale given in the manner and time required by law as in the case of a deed of trust; such sale to be conducted in accordance with the provisions of Section 2924, et seq., of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.~~

~~Any monetary lien provided for herein shall be subordinate to any bona fide mortgage or deed of trust covering an ownership interest or leasehold or subleasehold estate in and to any Site approved by Authority pursuant to the DDA, and any purchaser at any foreclosure or trustee's sale (as well as any deed or assignment in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust shall take title free from any such monetary lien, but otherwise subject to the provisions hereof; provided that, after the foreclosure of any such mortgage and/or deed of trust, all other assessments provided for herein to the extent they relate to the expenses incurred subsequent to such foreclosure, assessed hereunder to the purchaser at the foreclosure sale, as owner of the subject Site after the date of such foreclosure sale, shall become a lien upon such Site upon recordation of a Notice of Assessment or Notice of Claim of Lien as herein provided.~~

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**(c) Section G, Insurance** is amended as follows:

(i) Subsection 1.b is deleted in its entirety and the following is substituted in its place and stead:

“b. With respect to the improvements and any fixtures and furnishings to be owned by Owner on the Site, All Risk Property insurance against fire, extended coverage, vandalism, and malicious mischief, and such other additional perils, hazards, and risks as now are or may be included in the standard “all risk” form in general use in Solano County, California, with the standard form fire insurance coverage in an amount equal to full actual replacement cost thereof, as the same may change from time to time. The above insurance policy or policies shall include coverage for earthquake to the extent generally and commercially available at commercially reasonable rates as reasonably determined by Owner. ~~Authority shall be a loss payee under such policy or policies and such~~ **Such** insurance shall contain a replacement cost endorsement.”

(ii) Subsection 1.d(4) is deleted in its entirety and the following is substituted in its place and stead:

~~“(4) The City and Authority~~ **Developer and Developer’s lender** shall be loss payees on the All Risk Property insurance policies.”

**(d) Section I, Limitations on Transfers :**

(i) **Section I.2 Authority Approval of Transfer Required** :is deleted in its entirety and the following is substituted in its place and stead:

***Prior to issuance of the Release of Construction Covenants, Owner shall not Transfer the Site or any of*** Owner’s rights hereunder, or any interest in the Site or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of Authority, and if so purported to be Transferred, the same shall be null and void. In considering whether it will grant approval of any Transfer by Owner of its interest in the Site, Authority shall consider factors such as (i) whether the completion of the Project is jeopardized; (ii) the financial credit, strength, and capability of the proposed transferee to perform Authority’s obligations hereunder; and (iii) the proposed transferee’s experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

In the absence of specific written agreement by Authority, no transfer by Owner of all or any portion of its interest in the Site (including without limitation a transfer not requiring Authority

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approval hereunder) shall be deemed to relieve it or any successor party from the obligation to complete the Project or any other obligations under this Regulatory Agreement. In addition, no attempted transfer of any of Owner's obligations hereunder shall be effective unless and until the successor party executes and delivers to Authority an assumption agreement in a form approved by Authority assuming such obligations."

(ii) **New Section I.4 Release of Transfer Restrictions** is added as follows:

***"Upon recordation of the Release of Construction Covenants pursuant to the DDA, this Section I shall automatically terminate in its entirety."***

**5. Authority to Execute.** The person(s) executing this First Amendment on behalf of Developer represent and warrant that: (i) Developer is duly organized and existing under the laws of California; (ii) they are duly authorized to execute and deliver this First Amendment on behalf of Developer; (iii) upon execution, this First Amendment is binding upon Developer; and (iv) entering into of this First Amendment does not violate any provision of any other agreement to which Developer is bound.

**6. Separate Entities.** Developer acknowledges that the Authority is a separate entity from the City and approvals by one entity does not bind the other entity.

**7. Attachments.** The Revised Attachments as set forth below are incorporated herein by reference:

Revised Attachment 1-A.

Revised Site Plan

Revised Attachment 3.

Revised Scope of Development.

Revised Attachment 4.

Revised Schedule of Performance

**8. Full Force and Effect.** Except as specifically provided in this First Amendment, the terms of the Original DDA shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first written above.

**DEVELOPER:**

**AGENCY:**

HARBOR PARK, LLC, a California limited liability company

SUISUN CITY HOUSING AUTHORITY, a public body, corporate and politic

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

By: \_\_\_\_\_  
Alma Hernandez, Vice Chair

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Camran Nojoomi  
Manager

ATTEST:

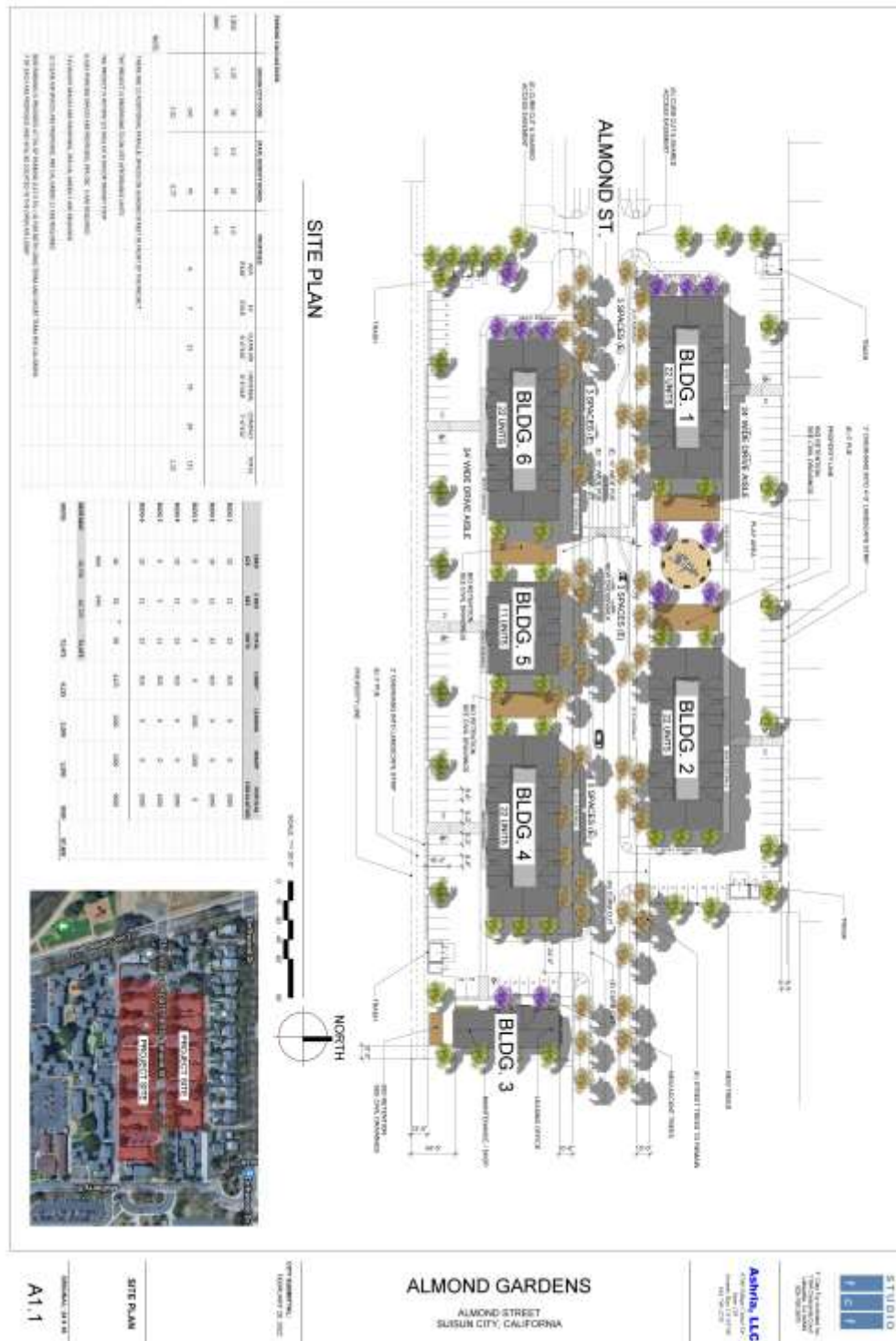
\_\_\_\_\_  
Anita Skinner  
Agency Secretary

Approved as to form:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Elena Q. Gerli Agency Counsel

# REVISED ATTACHMENT 1-A SITE PLAN



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## **REVISED ATTACHMENT NO. 3**

### **SCOPE OF DEVELOPMENT**

#### **A. PROJECT CONCEPT**

The term “Project” shall mean residential improvements required to be constructed by Developer on the Site including, but not limited to, the construction of buildings, glass and concrete work, landscaping, parking areas, and related improvements for an apartment community. Developer will construct (i) four (4) 3-story buildings, containing twenty-two (22) Units, (ii) a single three (3) story building containing eleven (11) units, and (iii) one (1) single story building containing, the management office, and maintenance shop.

The Project shall consist of ninety-nine (99) Units. Fifty-Two (52) of the Units shall be restricted as Affordable Units.

The location of the respective Affordable Units will be designated in writing by Developer, delivered to the Authority and subject to Authority’s reasonable approval. The Affordable Units shall be interspersed amongst the different New Facilities.

The forty-seven (47) Unrestricted Units may be rented by Developer for fair market rent.

The Project will be constructed in phases as reasonably approved by Authority.

During the Feasibility Period, Developer and Authority shall discuss the availability of “Section 8” project-based housing vouchers available for the Affordable Units.

During the construction, Developer shall relocate the Existing Tenants in phases to the New Facilities once constructed. Developer shall have no obligation to relocate all Existing Tenants at one time. Developer shall pay any applicable Relocation Costs, subject to the limitations provided for in Section 602(2), above.

#### **B. DEMOLITION AND CLEARANCE**

Developer will complete demolition of all the improvements on the Site. Developer shall be responsible for all on-site work and improvements, including, but not limited to the following:

1. Developer shall be responsible for all utility relocation, and other work necessary to prepare the Site for the improvements contemplated by the DDA, and shall be responsible for all construction of the Affordable Restricted Units in accordance with the approved plans thereof.
2. Restoring those streets adjacent to the Site, if any, that undergo utility trenching needed to provide house connections to service the Site. The streets shall be restored to the condition prior to construction, with materials acceptable to the Director of Public Works.

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3. Developer shall be responsible for the repair and protection of off-site improvements during construction of the on-site improvements. Any off-site improvements found damaged shall be reconstructed or provided for by Developer to the satisfaction of the Director of Public Works.

4. Developer shall plant or provide for street trees adjacent to the Site, including tree root barriers, to the satisfaction of the Director of Public Works. All required street trees, and any landscaping and sprinkler systems, shall be maintained by Developer and/or successors.

5. Developer shall provide or construct sidewalks, as shown on the approved Conceptual Plans, to the satisfaction of the Director of Public Works.

6. Developer shall submit a drainage plan with hydrology and hydraulic calculations, if requested, showing building elevations and drainage patterns and slopes, for review and approval by the Director of Community Development and the Director of Public Works. All required drainage/grading shall be provided in accordance with approved plans.

## **C. SITE PREPARATION**

Developer shall, at its sole cost and expense, perform or cause to be performed grading plan preparation, fine grading and related compaction, and other site preparation as necessary for construction of the Project, as approved by the City Engineer. Plans shall be prepared by a licensed civil engineer in good standing and subject to the approval of the City Engineer.

Developer shall, at its sole cost and expense, scarify, over-excavate, cut, fill, compact, rough grade, and/or perform all grading as required pursuant to an approved grading plan(s) to create finished lots, building pads, and appropriate rights-of-way configurations necessary to develop the Project described herein.

## **D. PROJECT DESIGN**

### **1. DESIGN PROCESS**

Developer and its representatives, including its architect and engineer, shall work with City and Authority staff to develop and execute the architectural concept, architectural drawings, site plan, tentative tract map, grading plan, off-site improvement plans, and related drawings and documents consistent with Planning Commission and Authority direction pursuant to the Suisun City Municipal Code.

### **2. ARCHITECTURAL CONCEPT**

The Project shall be designed and constructed as an integrated development in which the buildings shall have architectural excellence. The improvements to be constructed on the Site shall be of high architectural quality, shall be well landscaped, and shall be effectively and aesthetically designed. The shape, scale of volume, exterior design, and

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exterior finish of each building, structure, and other improvements must be consistent with, visually related to, physically related to, and an enhancement to each other and, to the extent reasonably practicable, to adjacent improvements existing or planned within the Project Area. Developer's plans, drawings, and proposals submitted to Authority for approval shall describe in reasonable detail the architectural character intended for the Project. The open spaces between buildings on the residential portion of the Site, where they exist, shall be designed, landscaped and developed with the same degree of excellence.

### **3. SITE WORK**

The Project shall substantially conform to the site and building plans approved pursuant to Subsection A above and with the Site Map attached to the. It shall be the responsibility of Developer, the architect, and the contractor to develop the Project consistent with the aforementioned plans. Any substantial modification to the approved site or building plans, as determined by the Director of the Development Services Development, shall be referred to the Planning Commission for review and approval through a conformity report. Developer shall be responsible for the construction and installation of all improvements to be constructed or installed on the Site, including but not limited to the following:

#### **a. Phased Construction**

Construction of the Project shall be constructed in phases allowing Existing Tenants to be relocated during construction.

#### **b. Parking**

Developer shall develop on-site parking areas for the Site consisting of not less than required by applicable law. The design, construction, and number of parking spaces shall be in accordance with Chapters 20.47 and 20.70 of the Suisun City Municipal Code. Construction of the parking areas shall include installation of necessary drainage systems, paving, required landscaping and irrigation, striping and labeling, all in accordance with the Suisun City Municipal Code and approved plans.

#### **c. Landscaping**

Developer shall install and maintain on-site landscaping and automatic irrigation pursuant to approved plans consistent with Chapter 20.47 of the Suisun City Municipal Code.

#### **d. Lighting**

Developer shall install and maintain on-site lighting in a manner consistent the approved lighting and electrical plans. The design of light standards and fixtures shall be subject to the approval of the Director of Community Development.

#### **e. Trash Storage**

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Trash storage areas shall be provided, of sufficient size to ensure containment of all solid waste materials generated from the Site in trash disposal and recycling bins. Adequate access shall be provided to the enclosures for refuse pickup.

#### **f. Signs**

A sign program shall be submitted to the City for approval. Building and, where necessary, electrical permits shall be obtained prior to installation, painting or erection of signs. Signs shall be designed, installed, and maintained in a manner consistent with the approved Site Plan and sign program.

### **4. UNDERGROUNDING UTILITIES**

All new utility service connections servicing the Site shall be installed underground, including connections to facilities within the public right-of-way.

### **5. MECHANICAL EQUIPMENT**

On-site mechanical equipment, whether roof or ground mounted, shall be completely screened from public view. Screening material shall be constructed of materials which coordinate with the overall architectural theme. Where public visibility will be minimal, the Director of Community Development may permit use of landscaping to screen ground mounted equipment.

### **6. APPLICABLE CODES**

All improvements shall be constructed in accordance with the California Building Code (with Suisun City modifications), the County of Solano Fire Code (with Suisun City modifications), the Suisun City Municipal Code, and current City standards.

### **7. OFFSITE IMPROVEMENTS**

Pursuant to the Agreement, Developer shall perform, or cause to be performed, all offsite improvements required by law or as a condition to any governmental or local approval or permit.

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**REVISED ATTACHMENT NO. 4**  
**SCHEDULE OF PERFORMANCE**

	ITEM TO BE PERFORMED	TIME FOR PERFORMANCE
1.	Developer executes 3 copies of the First Amendment and delivers same to Authority together with check for Deposit payable to Escrow Holder.	Prior to the public hearing specified in Event 2
2.	Authority holds public hearing on First Amendment , approves or disapproves DDA (" <b>Effective Date</b> ")	On or before June 21, 2022.
3.	Authority executes 3 copies of First Amendment and delivers 1 copy with the Deposit check to Escrow Holder and 1 copy to Developer (" <b>Opening of Escrow</b> ")	On or before _____, 2022
4.	Authority provides copies of all Due Diligence Documents which triggers commencement of the Feasibility Period (" <b>Feasibility Period</b> ")	Within 3 days of Opening of Escrow
5.	Developer commences, in its discretion, to physically inspect and conduct environmental investigations on the Site and perform all due diligence it requires.	Upon commencement of Feasibility Period
6.	Title Company delivers Preliminary Report to Developer	Within 7 days after Opening of Escrow.
7.	Developer approves or disapproves title exceptions on Preliminary Report	Within 30 days after Event 6.
8.	Authority notifies Developer whether Authority will cure any disapproved exceptions	Within 15 days of Event 7.
9.	Developer prepares and submits to City and Authority preliminary plans, drawings and specifications in accordance with Concept Drawings and Site Plan, including architectural theme and treatment for the entire Site.	Within 5 days of commencement of Feasibility Period
10.	City and Authority approves Preliminary Drawings	Within 15 days of Event 9.
11.	Developer diligently pursues application for approvals for the Project.	Within 10 days of Event 10.
12.	Developer completes its due diligence and issues its approval or disapproval of the Site.	Prior to end of Feasibility Period.

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	ITEM TO BE PERFORMED	TIME FOR PERFORMANCE
13.	Developer obtains all necessary permits and approvals for the Project.	Within 180 days after Event 12.
14.	Escrow Agent gives notice of fees, charges, costs and documents to close Escrow	3 days prior to Closing
15.	Deposits into Escrow by Authority:	See below
	a) Grant Deed	On or before 1 business day preceding the Closing Date
	b) Regulatory Agreement	On or before 1 business day preceding the Closing Date
	c) Estoppel certificate	On or before 1 business day preceding the Closing Date
	d) Taxpayer ID Certificate	Prior to Closing Date
16.	Deposits into Escrow by Developer:	See below
	a) Estoppel Certificate	On or before 1 business day preceding the Closing Date
	b) Certificate of Acceptance (to be attached to the Grant Deed)	On or before 1 business day preceding the Closing Date
	c) Regulatory Agreement	On or before 1 business day preceding the Closing Date
	d) Taxpayer ID Certificate	Prior to Closing Date
17.	Close of Escrow with recordation of Grant Deed and Regulatory Agreement and delivery of documents and monies ( <b>Close of Escrow</b> )	Within 30 days after Event 13
18.	Developer relocates Existing Tenants for the applicable phase.	Prior to commencement of construction of the applicable phase.
19.	Construction commences and Developer diligently pursues to completion	Not later than the 60 days following Event 17
20.	Developer completes construction of improvements of the phase and obtains a certificate of occupancy for the buildings in the applicable phase.	Within five (5) months of commencement of construction of the phase.
21.	Developer relocates Existing Tenants into the completed improvements as applicable	Within 10 days of Event 20.

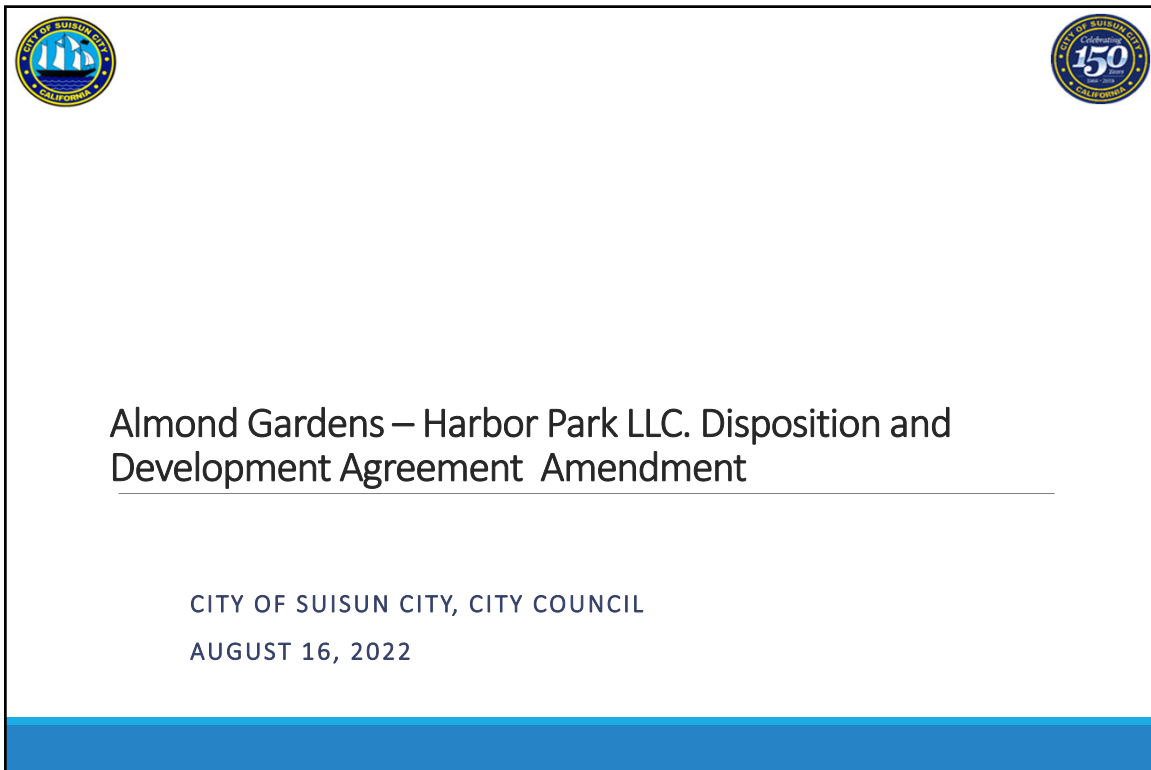
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	ITEM TO BE PERFORMED	TIME FOR PERFORMANCE
22.	Developer completes all improvements for the Project and certificate of occupancy has been issued for all the Improvements	Within 2 years of the Close of Escrow.
23.	Authority issues Certificate of Completion.	Within 15 days of Developer's request after Event 22.

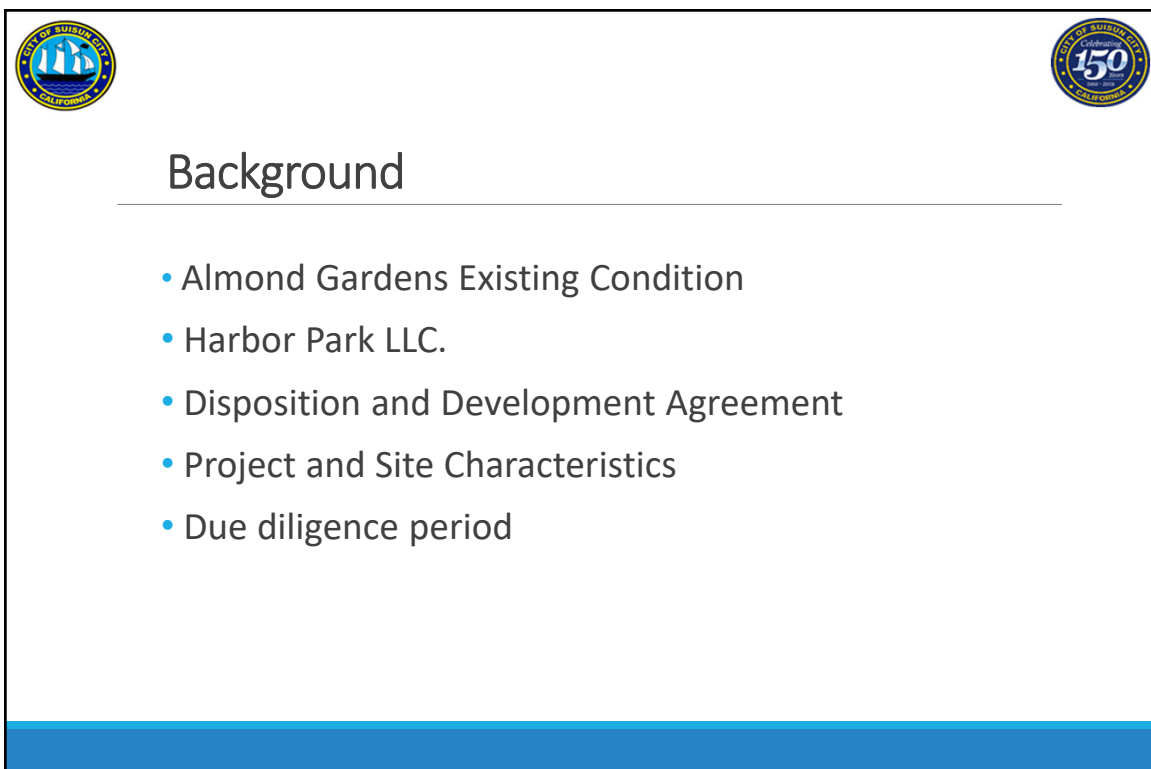
It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text of the Agreement; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Developer and Authority. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The Executive Director of Authority shall have Authority to approve extensions of time without Authority Board action not to exceed a cumulative total of one hundred eighty (180) days as provided in Section 803.



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## DDA Amendments

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- Project description changes
- Density Bonus Law
- Due diligence period modified
- Escrow deposit changes
- Other provisions

3



## City Council Action

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Recommended that the Housing Authority Board adopt the Resolution authorizing the City Manager to execute the First Amendment to the Disposition and Development Agreement with Harbor Park LLC.

4

## AGENDA TRANSMITTAL

**MEETING DATE:** August 16, 2022

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**AGENDA ITEM:** Council Consideration and Approval of Resolution No. 2022-\_\_\_: A Resolution of the City Council of the City of Suisun City Approving the Appointment of Brad Lopez as Fire Chief and Authorizing the City Manager to Execute an Employment Agreement

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**FISCAL IMPACT:** The salary and benefit terms in the contract with the new Fire Chief include:

- Salary of \$14,942.04/month (\$86.20/hour)
  - Classic Safety Fire Employee CALPERS Retirement Plan - 2% at 55
  - Starting sick leave balance of 40 hours
  - Starting vacation leave balance of 40 hours
  - Other Benefits as outlined in Resolution 2022-55, Schedule of Benefits for Unrepresented Employees (which may be amended from time to time)
  - Starting date of August 22, 2022
- 

**BACKGROUND:** Fire Chief Justin Vincent resigned earlier this year. Through an open recruitment process the City Manager has selected Brad Lopez as the next Fire Chief for Suisun City. The Suisun City Municipal Code Section 2.08.110 gives the City Manager the power of appointment, except that department head appointments require approval by the City Council.

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**STAFF REPORT:** The City conducted an open recruitment Fire Chief on April 7, 2022. Oral Board interviews of the top candidates occurred on June 9, 2022, with multiple panels that consisted of the City Manager, members of the City's Department Head team, Fire Chiefs from the Cities of Vallejo and Fairfield, the President and Vice President of the Suisun City Professional Firefighters' Association, IAFF, Local 1186, and a community member from the City's Public Safety Committee. Candidates were tasked with providing two writing samples, and to prepare and present a presentation to the panels, then went through an elaborate process responding to 36 questions to allow the panels to assess their leadership, management, community, and technical knowledge, skills and abilities. From that process two candidates were invited to participate in a final interview with the City Manager, the Police Chief, and Interim Fire Chief. Brad Lopez was the unanimous choice for the final selection.

Brad Lopez has been employed with the City of Winters Fire Department since 1992 where he is currently the Fire Chief. Mr. Lopez has a bachelor's degree in Fire Science. Mr. Lopez is also currently an Adjunct Instructor for Fire Technology with Solano Community College.

A thorough background investigation and other evaluations were performed. This included a medical examination, drug screen, criminal history check, and an extensive investigation into his

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**PREPARED BY:**

Christina Penland, Human Resources Administrator

**REVIEWED/APPROVED BY:**

Greg Folsom, City Manager

personal and professional history. Mr. Lopez passed all components of the background requirements.

He has 30 years of firefighting experience at nearly every level or position in municipal firefighting. He has a unique balance of both academic education and professional development, front-line work and executive leadership experience. Chief Lopez is well prepared to lead the Suisun City Fire Department and ensure quality firefighting services are provided to our community.

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**STAFF RECOMMENDATION**

Staff recommends that the City Council adopt Resolution 2022 - \_\_\_\_ A Resolution of the City Council of the City of Suisun City Approving the Appointment of Brad Lopez as Fire Chief and Authorizing the City Manager to Execute an Employment Agreement.

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**ATTACHMENTS:**

1. Resolution 2022 - \_\_\_\_\_ A Resolution of the City Council of the City of Suisun City Approving the Appointment of Brad Lopez as Fire Chief and Authorizing the City Manager to Execute an Employment Agreement.
2. Employment Agreement that includes Exhibit A Fire Chief Class Specification
3. Schedule of Benefits for Unrepresented Employees, Resolution 2022-55
4. PowerPoint Presentation

**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPROVING THE APPOINTMENT OF BRAD LOPEZ AS FIRE CHIEF AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMPLOYMENT  
AGREEMENT**

**WHEREAS**, pursuant to Suisun City Municipal Code §2.08.110, the city manager has the authority to appoint and remove department heads, subject to prior approval by the City Council; and

**WHEREAS**, the position of Fire Chief serves as the department head for the City's Fire Department; and

**WHEREAS**, pursuant to Government Code section 38611, the Fire Department for a city shall be under the charge of a Chief who shall have had previous training and experience as a Fireman; and

**WHEREAS**, Brad Lopez has had previous training and experience as a Fireman as required by Government Code section 38611; and

**WHEREAS**, Mr. Lopez desires to provide professional services to the City as its Fire Chief beginning August 22, 2022; and

**WHEREAS**, the City Council desires to approve the appointment of Mr. Lopez as the City's Fire Chief and to authorize the City Manager to execute an employment agreement between the City and Mr. Lopez establishing the terms and conditions of his services to the City.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City hereby approves the appointment of Brad Lopez as the City's Fire Chief effective August 22, 2022, and authorizes the City Manager to execute an employment agreement between the City and Mr. Lopez, which is attached hereto as Attachment 1.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 16<sup>th</sup> day of August 2022, by the following vote:

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

**WITNESS** my hand and the seal of said City this 16<sup>th</sup> day of August 2022.

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

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**CITY OF SUISUN CITY**  
**FIRE CHIEF**  
**EMPLOYMENT AGREEMENT**

This FIRE CHIEF EMPLOYMENT AGREEMENT (“Agreement”) is entered into and made effective the 22nd day of August, 2022 by and between the CITY OF SUISUN CITY (the “City”), a general law city and municipal corporation, and BRAD LOPEZ (“Employee”). The City and Employee may be referred to individually as a “Party” or collectively as “the Parties.”

**R E C I T A L S**

WHEREAS, pursuant to Suisun City Municipal Code §2.08.110, the city manager has the authority to appoint and remove department heads, subject to prior approval by the City Council; and

WHEREAS, the position of Fire Chief serves as the department head for the City’s Fire Department; and

WHEREAS, pursuant to Government Code section 38611, the Fire Department for a City shall be under the charge of a Chief who shall have had previous training and experience as a Fireman; and

WHEREAS, Employee has had previous training and experience as a Fireman as required by Government Code section 38611; and

WHEREAS, the duties of the Fire Chief position are set forth more specifically in the class specifications attached hereto as Exhibit “A”; and

WHEREAS, Employee desires to provide professional services to the City as its Fire Chief; and

WHEREAS, the City desires that Employee provide professional services to the City as its Fire Chief with a start date of August 22, 2022; and

WHEREAS, the Parties wish to establish the terms and conditions of Employee’s services to the City by means of a written contract, as contained and described in this Agreement; and

WHEREAS, the City intends to provide benefits to Employee consistent with the benefits provided to Department Head Employees under the Schedule of Salary and Benefits for Unrepresented Employees then in effect; and

WHEREAS, Employee is aware that the benefit levels provided to Department Head Employees may change and acknowledges that such change in benefits shall not be deemed a breach of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

## **A G R E E M E N T**

### **1.0 EMPLOYMENT & DUTIES**

1.1 **Duties.** City hereby employs Employee as Fire Chief for the City to perform the functions and duties of the Fire Chief, as specified in the Government Code of the State of California and the job description attached hereto as Exhibit “A,” and to perform such other legally permissible and proper duties and functions as the City Manager shall, from time-to-time, direct or assign. City reserves the right to amend the job description for Fire Chief attached hereto as Exhibit “A”, which defines Fire Chief functions and duties, as it deems necessary and appropriate, without requiring Employee’s acquiescence or an amendment of this Agreement. Employee shall perform these functions and duties in an efficient, competent, and ethical manner and shall devote his best efforts and full-time attention thereto.

1.2 **Work Schedule.** It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of Fire Chief will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time, and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable “time off” as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee’s compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime. However, Employee shall be eligible for Fire Duty Chief Standby pay as provided in Section 6.12 below.

1.3 **Other Activities.** Employee shall focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Manager, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of the Fire Chief. Notwithstanding the foregoing, the City understand and agrees that Employee is a part-time adjunct professor at Solano Community College and Employee may continue to provide such teaching services, so long as the following requirements are met: (1) the services shall not be performed with City resources and shall not distract Employee from his functions and duties as Fire Chief; and (2) the services shall not conflict with the interest of the City or violate any conflict of interest laws or regulations.

1.4 **Employment Status.** Employee shall serve at the will and pleasure of the City Manager and understands that he shall be an “at-will” employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-

disciplinary “Skelly” hearing. The City may terminate Employee at any time in accordance with Section 3.4 below, which is in accordance with the state mandated protections afforded by the Firefighters Procedural Bill of Rights Act (“FFBOR”) (Government Code sections 3250-3262).

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Manager, for any purposes other than the performance of his duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Competitive Service. Employee understands, acknowledges and agrees that he is exempt from the City’s personnel system pursuant to Suisun City Municipal Code §2.40.040 and the City’s Personnel Rules (Administrative Directive – AD 7) pursuant to Personnel Rule §1.4.9.

1.7 FLSA Exempt Status. Employee agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

## 2.0 COMPENSATION AND REIMBURSEMENT

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee’s base compensation shall be Fourteen Thousand Nine Hundred Forty-Two Dollars (\$14,942.00) monthly (“Salary”), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Manager and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 5.2.

2.3 Effectuating Salary Adjustments. Employee shall be entitled to so-called cost of living adjustments (“COLA”) or increases to the Salary, as received by other Executive Management Employees, pursuant to the Schedule of Salary and Benefits for Unrepresented Employees, as the same may be modified for all such employees by resolution of Council from time to time.

## 3.0 TERM

3.1 Commencement & Effective Date. Employee will commence his services as Fire Chief on August 22, 2022. This Agreement shall be effective on August 22, 2022 (“Effective Date”).

3.2 Term. This Agreement shall remain in effect from the Effective Date specified at Section 3.1 until this Agreement is terminated pursuant to Section 3.3 or Section 3.4.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Manager with at least thirty (30) days’ advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that he shall not be entitled to any severance pay.

3.4 Termination by City. The City Manager may terminate this Agreement at any time with or without cause, subject to the prior approval of the City Council as required by Suisun City Municipal Code §2.08.110, by providing written notice of the reason(s) and an opportunity for administrative appeal, as provided herein. Administrative appeal shall be in accordance with the requirements of the FFBOR, including but not limited to Government Code section 3254(c), which states that the City is required to provide written notice of termination and the reason or reasons therefore and an opportunity for administrative appeal. The City Manager’s right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City’s Personnel Rules or past City practices related to the employment, discipline or termination of the City’s employees. Except as expressly provided in this Section 3.4, Employee expressly waives any rights provided for the Fire Chief under the City’s Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of fire chief. Notwithstanding this Section 3.4, Employee remains an at-will employee serving at the pleasure of the City Manager.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days’ written notice of the termination for cause and the facts and grounds constituting such cause. The term “cause” shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law, 6) Violation of the City’s anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City’s Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City’s Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction of the City Manager or policy decisions of the City Council, 12) Gross misfeasance or gross malfeasance, and 13) “abuse of office or position” as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority

and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance. In order to comply with the requirements of California Government Code section 3254(c), a termination by the City Manager for cause shall be conducted in accordance with the following procedures:

(1) Within five (5) days of receipt of written notice under Section 3.4(a), Employee may submit a request in writing to the City Manager for an administrative appeal. Such appeal shall not prohibit or otherwise delay the termination of Employee prior to the administrative appeal. Failure to timely file such a request shall be deemed to be a waiver of the right to do so.

(2) Upon Employee's written appeal request, the City Manager shall appoint an independent hearing officer to conduct an administrative hearing and issue an advisory decision which shall then be reviewed and considered and either adopted, modified or rejected by City Council. Both the Employee and the City and their respective representatives, if any, shall make reasonable efforts to set an administrative appeal hearing date within thirty (30) days from the City Manager's receipt of the written appeal request.

(3) At the administrative appeal hearing, the independent hearing officer shall be presented with both the information and documents on which the City based its decision to terminate as well as any information and documents on which the City based its decision to terminate for cause as well as any information and documentation that the Employee chooses to submit to challenge the City's information and documents to raise mitigating circumstances for consideration by the independent hearing officer.

(4) Within thirty (30) days of completing the hearing, the independent hearing officer shall issue an advisory decision in writing to the City Council determining whether Employee was properly terminated and whether there was sufficient "cause" to justify not paying severance under the terms of this Agreement unless severance was already tendered. Following City Council's review and consideration of the advisory decision, Employee shall be notified in writing as to whether the advisory decision will be upheld, modified or rescinded.

(b) Termination by City Manager Without Cause. By providing Employee at least thirty (30) days' prior written notice thereof, the City may terminate Employee without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below. In order to comply with the requirements of California Government Code section 3254(c), termination by the City Manager for a reason other than cause shall be conducted in accordance with the following procedures:

(1) The City reserves the right to place Employee on paid administrative leave for all or a portion of the thirty (30) day period provided under Section 3.4(b).

(2) Employee may request to appear before the City Council prior to the effective date of the termination to challenge the reasons for the termination or to raise mitigating circumstances regarding the termination but in such event would waive any right to severance pay under Section 4.1 below. Pursuant to Government Code section 3254(c) and for purposes of this subdivision, the removal of Employee for the purpose of implementing the goals or policies, or both, of the City, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons" for Employee's termination in addition to those stated in Section 3.4(a) above.

#### 4.0 SEVERANCE

4.1 Severance Pay. Except as provided in Sections 3.3 and 3.4, in the event Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by four (4), less applicable deductions and excluding deferred compensation or the value of any other benefits. In addition, the City shall extend to Employee the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA"). As permitted by Government Code § 53261, City agrees to pay an amount equivalent to Employee's COBRA health coverage for four (4) months or until Employee finds other employment, whichever occurs first.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the four (4) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance or pay for COBRA health coverage as provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance or pay for COBRA health coverage as provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "B."

#### 5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the Fire Department and the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City Manager shall endeavor to review and evaluate the performance of Employee annually after each anniversary of Employee's date of hire. In addition, Employee shall submit for the City Manager's consideration at those times established by the City Manager, but at least annually, Employee's proposed performance goals and objectives and incorporate the City Manager's suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Manager may, at his sole discretion, elect to provide a written summary of each performance evaluation to Employee following the conclusion of the review and evaluation process.

## 6.0 BENEFITS

6.1 Retirement. Employee is believed to be a "classic" CalPERS member and shall participate in the City's 2% at 55 CalPERS formula for classic fire employees. Such formula for classic fire employees includes the following under the City's contract with CalPERS: (i) 1959 Survivor Benefits Level 3. Employer and employee contributions shall be consistent with the amounts defined in the Schedule of Salary and Benefits for Unrepresented Employees then in effect applicable to the fire chief position. Currently, the City pays the full employer CalPERS contribution and employees pay the full employee contribution. The current employee contribution is seven percent (7%). Notwithstanding the foregoing, Employee acknowledges that his CalPERS member status and applicable retirement formula is determined by CalPERS based on the requirements of the City's CalPERS contract, the Public Employees Retirement Law and the Public Employees' Pension Reform Act, and that he will be enrolled in the appropriate retirement plan as determined by CalPERS.

6.2 Medical, Dental, and Vision. The City shall provide to Employee the same group medical, dental, and vision insurance benefits offered to the City's Department Head Employees under the Schedule of Salary and Benefits for Unrepresented Employees then in effect, subject to the terms, conditions and limits specified therein.

6.3 Vacation Leave. Employee shall accrue vacation leave consistent with the Schedule of Salary and Benefits for Department Head Employees then in effect, subject to the terms, conditions and limits specified therein. Utilization and cash out of vacation leave shall also be subject to the terms and conditions of the Schedule of Salary and Benefits for Unrepresented Employees then in effect. Currently, vacation leave accrual ranges from 120 hours per year up to 200 hours per year depending on years of service with the City, with accrual caps of 280 hours (for 15 or fewer years of service with the City) and 320 hours (for over 15 years of service with

the City). Effective upon Employee's commencement of employment, Employee shall be provided a one-time credit of forty (40) hours of vacation leave.

6.4 Executive Leave. Employee shall accrue executive leave consistent with the Schedule of Salary and Benefits for Unrepresented Employees then in effect, subject to the terms, conditions and limits specified therein. Department Head Employees are currently provided one hundred twenty (120) hours of Executive Leave with pay each fiscal year (July 1 to June 30). Eligibility for cashout of executive leave, if any, shall be as set forth in the Schedule of Salary and Benefits for Unrepresented Employees then in effect.

6.5 Holidays. Employee shall be entitled to the holidays specified in the Schedule of Salary and Benefits for Unrepresented Employees then in effect, subject to the terms, conditions and limits specified therein. The City currently observes twelve (12) holidays and provides two (2) floating holidays. Utilization and cash out of floating holiday leave shall be subject to the terms and conditions of the Schedule of Salary and Benefits for Unrepresented Employees then in effect.

6.6 Sick Leave. Employee shall accrue sick leave consistent with the Schedule of Salary and Benefits for Unrepresented Employees then in effect, subject to the terms, conditions and limits specified therein. Utilization and cash out of sick leave shall be subject to the terms and conditions of the Schedule of Salary and Benefits for Unrepresented Employees then in effect. Sick leave accrual is currently 96 hours per year. Effective upon Employee's commencement of employment, Employee will receive a one-time credit of forty (40) hours of sick leave.

6.7 Uniform Allowance. Employee shall be provided an annual uniform allowance consistent with the amount provided for Department Head Employees in the Schedule of Salary and Benefits for Unrepresented Employees then in effect (currently \$1,300 annually).

6.8 Vehicle. Employee shall be provided with a City vehicle for employment and emergency response purposes during work hours, as well as after scheduled work hours. All maintenance, fuel, and insurance will be paid for by the City.

6.9 Cellular Phone. Employee shall receive a cellular phone to be used for conducting City business. Employee's use of such cellular phone shall be subject to the City's policies and regulations then in effect applicable to employee use of City cell phones and computers.

6.10 Deferred Compensation. The City currently provides a Deferred Compensation Plan as an optional benefit and shall provide to Employee deferred compensation matching contributions consistent with the amount provided for Department Head Employees in the Schedule of Salary and Benefits for Unrepresented Employees then in effect, subject to the terms, conditions and limits specified therein. Currently, the City will match any contributions made by Employee, up to 3.5% per pay period. The City's matching contribution, if any, will be contributed on a pay period basis.

6.11 Life Insurance. The City shall provide to Employee term life insurance and accidental death and dismemberment insurance coverage consistent with the Schedule of

Salary and Benefits for Unrepresented Employees then in effect, subject to the terms, conditions and limits specified therein. The City currently provides for a term life insurance policy for Employee with coverage in the amount of Two Hundred Thousand Dollars (\$200,000).

6.12 Eligibility for Fire Duty Chief Standby Pay. Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each shift, Employee may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. When assigned to serve as Duty Chief, Employee shall receive non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: \$200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), \$200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and \$200 per weekend evening shift (8:30 p.m. to 8:29 a.m.); this pay will be limited to no more than 15 shifts per month. If operationally necessary, the City Manager may authorize additional shifts that must be requested and approved in writing. It is expected that such assignment would be made on a monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. Pay pursuant to this section 6.12 shall not affect Employee's status as exempt employee for the purposes of the Fair Labor Standards Act. (29 CFR §541.604.)

6.13 Gym Membership Reimbursement. Employee shall be eligible for gym membership reimbursement from the City in the amount of \$25.00 per pay period.

6.14 Miscellaneous Benefits. Employee shall be entitled to the same additional benefits not specified in this Section 6.0 as provided to the City's Department Head Employees under the Schedule of Salary and Benefits for Unrepresented Employees then in effect, and subject to the terms, conditions and limits specified therein.

6.15 Changes in Compensation and Benefits. The compensation and benefits provided to Employee pursuant to this Agreement are intended to be consistent with those provided to the City's Department Head Employees under the Schedule of Salary and Benefits for Unrepresented Employees then in effect. Employee acknowledges that the City Council may in the future reduce the level of compensation (exclusive of Employee's base salary) or benefits provided to Department Head Employees by amendment of the Schedule of Salary and Benefits for Unrepresented Employees. In the event the level of compensation or benefits provided to Employee changes (whether by increase or decrease), the Parties agree that such changes shall not be deemed material or a breach of this Agreement.

6.16 City Manager Amendment Authority. Pursuant to Section 9.2 of this Agreement, the City Manager shall have the authority to agree with Employee to amend this Agreement to provide Employee benefits consistent with the benefits levels authorized by the City Council and specified for the position of Fire Chief in the Schedule of Salary and Benefits for Unrepresented Employees then in effect.

## 7.0 PROFESSIONAL DEVELOPMENT

7.1 Membership. The City encourages Employee's continued professional development and shall provide payment of appropriate related costs for such activities, as budgeted and approved by the City Manager. Such memberships may include national, regional, state and local governmental groups and committees on which Employee may from time to time serve as a

member. The total of any such professional dues, certifications and subscriptions shall not exceed the budgeted amounts during any fiscal year without prior written approval by the City Manager.

7.2 Out-of-Town Meetings & Seminars. The City agrees to reimburse Employee the actual cost for registration, travel, lodging, meals, and other expenses incurred by Employee while attending overnight, out-of-town meetings or seminars related to his employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible Employee must have budgeted funds available for same; provided, however, that the City Manager may, in his sole discretion, approve such unbudgeted expenditures in writing if he deems it in the best interests of the City.

7.3 Local Meetings & Seminars. The City agrees to reimburse Employee the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City in accordance with the City's policies for expense reimbursement.

7.4 Incidental Expenses. The City agrees to reimburse Employee the actual cost of those incidental expenses necessarily incurred by Employee while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

## 8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

## 9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval, except where City Manager approval is expressly authorized herein.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

City Manager  
City of Suisun City  
701 Civic Center Blvd.  
Suisun City, California 94585

To Employee:

Brad Lopez  
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. These statutes are incorporated herein by reference. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position.

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Suisun City has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF SUISUN CITY

\_\_\_\_\_  
Greg Folsom, City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Elena Gerli, City Attorney

EMPLOYEE

\_\_\_\_\_  
Brad Lopez

**EXHIBIT “A”**

[Fire Chief Job Description]

**EXHIBIT “B”**

**AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE**

**1. PARTIES**

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the “AGREEMENT”) is entered into by and between the City of Suisun City, a general law city and municipal corporation (hereinafter referred to as “THE CITY”), and BRAD LOPEZ, an individual (hereinafter referred to as “EMPLOYEE”).

**2. RECITALS**

2.1. EMPLOYEE was hired by THE CITY as an at-will Fire Chief effective August 22, 2022 serving at the pleasure of the City Manager of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit “A” (“THE CONTRACT”). EMPLOYEE is currently \_\_\_ years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE’s voluntary separation as of \_\_\_\_, \_\_\_\_. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE’s employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE’s post-employment rights, including but not limited to, EMPLOYEE’s rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), the Employee Retirement Income Security Act of 1974 (“ERISA”), and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

**3. CONSIDERATION**

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of \_\_\_\_\_ and \_\_\_ cents (\$\_\_\_\_\_.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE’s home address via certified mail return

receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Firefighters Procedural Bill of Rights Act ("FFBOR") (Government Code sections 3250-3262), and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

#### **4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA**

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have

under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

## **5. UNKNOWN CLAIMS**

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

### **"General Release--Claims Extinguished"**

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her,

would have materially affected his or her settlement with the debtor or released party.”

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

**6. WAIVER OF ADDITIONAL CLAIMS**

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

**7. REPRESENTATIONS AND WARRANTIES**

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully,

finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of his employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11. Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

## **8. MISCELLANEOUS**

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion,

and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

**As to EMPLOYEE:**

At EMPLOYEE's home address on file with THE CITY.

**As to THE CITY:**

City Manager  
City of Suisun City  
701 Civic Center Blvd.  
Suisun City, California 94585

**IN WITNESS WHEREOF**, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its City Manager and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: \_\_\_\_\_

EMPLOYEE

By: \_\_\_\_\_  
BRAD LOPEZ

THE CITY

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

[EMPLOYEE'S LAW FIRM]

By: \_\_\_\_\_  
[Counsel]

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## **FIRE CHIEF**

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

### **SUMMARY DESCRIPTION**

Under general administrative direction, plans, directs, manages, and oversees the activities and operations of both the paid and volunteer staff of the Fire Department including fire suppression, fire prevention, fire investigation, emergency medical services, disaster preparedness, hazardous materials response, and related programs, services, and operations; coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the City Manager.

### **IDENTIFYING CHARACTERISTICS**

The Fire Chief is considered a Department Director with responsibility for directing the activities of a Department within the City. Positions at this class level serve as a member of the City Manager's Senior Management team and provide advice and counsel to the City Manager regarding strategic policy and problem solving issues relating to the assigned Department and the City overall.

### **REPRESENTATIVE DUTIES**

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

1. Assumes full management responsibility for all department services and activities including fire suppression, fire prevention, fire investigation, emergency medical services, disaster preparedness, hazardous materials response, and related programs, services, and operations.
2. Manages the development and implementation of goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures.
3. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
4. Assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs and implements changes.
5. Plans, directs, and coordinates, through subordinate level staff, the Fire Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
6. Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training including to review and approve training and to direct the operation of departmental in-service training activities; works with employees to correct deficiencies; implements discipline and termination procedures.
7. Oversees and participates in the development and administration of the department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implement budgetary adjustments as appropriate and necessary.

8. Oversees and controls the purchasing, maintenance, and inventory of all fire related equipment, vehicles, and property including fire apparatus and related equipment; recommends fire apparatus and equipment replacement; manages and supervises the apparatus and equipment maintenance program.
9. Provides responsible staff assistance to the City Manager; prepares and presents staff reports and other necessary correspondence.
10. Conducts a variety of organizational studies, investigations, and operational studies; reviews and recommends modifications to codes, regulations, and ordinances pertaining to the fire services and activities.
11. Attends and participates in fire, rescue, and emergency medical services training as well as professional group meetings; obtains information and cooperation on public safety issues; establishes and maintains cooperative working relationships with other Fire Departments; stays abreast of new trends and innovations in the field of fire prevention and suppression.
12. Attends and participates on a variety of boards, commissions, and committees.
13. Responds to major fire alarms and major emergency medical first responder calls; personally directs fire suppression activities as necessary.
14. Participates with community relations including public, media, and press relations; gives speeches and presentation to local service clubs and organizations to further public relations.
15. Represents the Fire Department to other departments, elected officials, and outside agencies; coordinates assigned activities with those of other departments and outside agencies and organizations.
16. Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
17. Responds to and resolves difficult and sensitive citizen inquiries and complaints.
18. Performs related duties as required.

### **QUALIFICATIONS**

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

#### **Knowledge of:**

Operations, services, and activities of a comprehensive emergency service operation including fire suppression, fire prevention, emergency medical services, disaster preparedness, hazardous materials response, and associated programs, services, and operations.

Principles and practices used in the administration, organization, and management of a municipal fire operation.

Fire science theory, principles, and practices and their application to a wide variety of emergency service operations including fire suppression, fire prevention, and fire investigation.

Principles and practices of disaster preparedness, response, and recovery.

Advanced methods and techniques of emergency medical response.

Operational characteristics of fire apparatus and equipment.

Hazardous materials and chemical spill response techniques.

Mechanical, chemical, and related characteristics of a wide variety of flammable and explosive materials and objects.  
Principles of combustion and cause of fire.  
Principles and practices of supervision, training, and performance evaluation.  
Principles and practices of program development and administration.  
Principles and practices of municipal budget preparation and administration.  
Current safety practices as they relate to equipment and procedures involved in the fire service.  
Pertinent federal, state, and local laws, codes, and regulations.  
Methods and techniques of public relations.  
Modern office equipment and computers including applicable software applications.  
Mathematical concepts and principles.

**Ability to:**

Manage and direct a comprehensive fire program including fire suppression, fire prevention, emergency medical services, disaster preparedness, hazardous materials response, and associated programs, services, and operations.  
Develop and administer departmental goals, objectives, and procedures.  
Analyze and assess programs, policies, and operational needs and make appropriate adjustments.  
Identify and respond to sensitive community and organizational issues, concerns, and needs.  
Select, supervise, train, and evaluate staff.  
Plan, organize, direct, and coordinate the work of lower level staff.  
Delegate authority and responsibility.  
Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.  
Research, analyze, and evaluate new service delivery methods and techniques.  
Prepare and administer large and complex budgets.  
Prepare clear and concise administrative and financial reports.  
Interpret and apply applicable federal, state, and local policies, laws, and regulations.  
Retain presence of mind and act quickly and calmly in emergency situations.  
Effectively use specialized fire suppression tools and equipment including safety equipment.  
Meet the physical requirements necessary to safely and effectively perform the assigned duties.  
Operate modern office equipment and computers including applicable software applications.  
Effectively present information and respond to questions from groups of managers, clients, customers, and the general public.  
Communicate clearly and concisely, both orally and in writing.  
Establish and maintain effective working relationships with those contacted in the course of work.

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

**Education/Training:**

Equivalent to a Bachelor's degree from an accredited college or university with major course work in fire science, public administration, or a related field including completion of the Fire Basic Training Academy or equivalent.

**Experience:**

Eight years of increasingly responsible experience in firefighting and fire prevention work including three years of management and administrative responsibility at the level of Fire Station Officer or above.

**License or Certificate:**

Possession of an appropriate, valid driver's license with appropriate endorsements.

Possession of Firefighter I, Firefighter II, and Fire Officer certifications issued by the State of California.

Possession of appropriate, valid EMT and CPR certifications.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

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

**Environment:** Standard office setting with some travel to various locations to attend meetings or respond to emergency scenes, disasters, or critical incidents; the employee occasionally works near moving mechanical parts; occasionally exposed to outside weather conditions and wet and/or humid conditions; occasionally works in high, precarious places; occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock, risk of radiation, and vibration; the noise level in the work environment is usually moderate; however, the noise level is occasionally very loud due to sirens, etc; wear protective apparel including goggles, face protector, aprons, safety shoes, and self contained breathing apparatus; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

**Physical:** Primary functions require sufficient physical ability to work in an office setting; walk, stand, or sit for prolonged periods of time; occasionally stoop, bend, kneel, crouch, reach, and twist; occasionally climb and balance; regularly push, pull, lift, and/or carry light to moderate weights; frequently lift and/or move moderate to heavy weights; occasionally lift and/or move heavy weights; operate office equipment including use of computer keyboard; requires a sense of touch, finger dexterity, and gripping with hands and fingers; ability to speak and hear to exchange information; ability to operate a vehicle to travel to various locations; ability to operate and use specialized vehicles and equipment.

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

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

October, 2006  
Johnson & Associates

**RESOLUTION NO. 2022-55**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AMENDING AND RESTATING THE SCHEDULE OF BENEFITS FOR  
UNREPRESENTED EMPLOYEES**

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

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

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

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

**WHEREAS**, on July 20, 2021, the City Council adopted Resolution No. 2021-69, approving the Amended and Restated Schedule of Benefits for Unrepresented Employees; and

**WHEREAS**, the Schedule of Benefits for Unrepresented Employees may be adjusted at any time by the City Council; and

**WHEREAS**, the City Council now desires to further amend sections of the Schedule of Benefits for Unrepresented Employees.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City, California, does hereby resolve as follows:

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

**Section 2.** The “Amended and Restated Schedule of Benefits for Unrepresented Employees,” a copy of which is attached hereto and incorporated herein, is approved and shall be effective immediately upon passage and adoption.

**Section 3.** Effective Date. This Resolution is effective 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 5th day of April 2022, by the following vote:

**AYES:** Council Members: Hernandez, Hudson, Williams, Mayor Wilson

**NOES:** Council Members: None

**ABSENT:** Council Members: Day

**ABSTAIN:** Council Members: None

**WITNESS** my hand and the seal of said City this 5th day of April 2022.


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

Exhibit A: Amended and Restated Schedule of Benefits for Unrepresented Employees

**CITY OF SUISUN CITY  
AMENDED AND RESTATED  
SCHEDULE OF BENEFITS FOR  
UNREPRESENTED EMPLOYEES  
EFFECTIVE April 5, 2022  
Adopted by Resolution No. 2022-55**

**ARTICLE I**                      **INTRODUCTION**

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

**Department Heads**

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

**Non-Department Heads**

Human Resources Administrator  
Fire Battalion Chiefs

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

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

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

**Section 05. FIRE BATTALION CHIEFS.** Fire Battalion Chiefs are not at-will employees and are FLSA non-exempt. This classification shall receive the same benefits afforded to the Fire Captains, represented by the Suisun City Fire Professionals Association, (SCFPA, IAFF 1186), provided under the Suisun City Management & Professional Employees’ Association (SCMPEA) Memorandum of Understanding (MOU), as amended from time to time, even if expired, including uniform allowance at \$1300 annually, which will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks.

## **ARTICLE II                      SALARY**

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

### **Section 02. ADDITIONAL PAY.**

- A. Miscellaneous. Effective the payroll period after City Council adoption of Resolution No. 2021-69, the City will provide a \$2.00 per hour non-pensionable additional pay on top of the base pay rate for all Affected Employees miscellaneous job classes.
- B. Police and Fire. Effective the payroll period after City Council adoption of Resolution No. 2021-69, the City will provide a \$6.00 per hour non-pensionable additional pay on top of the base pay rate for all Affected Employee safety job classes.

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

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

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

**Section 04. ADVANCEMENT WITHIN SCHEDULE FOR DEPARTMENT HEADS.** Department Heads shall be considered for advancement within the steps of the City’s Salary Schedule resolution at

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

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

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

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

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

**Section 01.**            **ACTING CITY MANAGER PAY.** If assigned as Acting City Manager for a duration that exceeds seven (7) business days, the Affected Employee shall receive Acting Pay of ten percent (10%) of base pay. This compensation is non-pensionable compensation.

**Section 02.**            **DEPUTY CITY MANAGER ASSIGNMENT & PAY.** This is a two (2) year pilot program which can be paused or eliminated by City Council at any time. The City Manager, with the concurrence of the City Council in closed session consistent with current Department Head appointment procedures, may assign at their discretion a Department Head designee who is covered by the City's Unrepresented Resolution to serve as Deputy City Manager over non-public safety services. Assignees will have up to a two (2) year assignment that can be revoked by the City Manager, with the concurrence of City Council in closed session, at any time. The assignment ending date must be specified upon the assignment and may be extended for longer than two (2) years only if the pilot program is also extended. Assignees will be required to continue to maintain a high level of job performance in their existing position and have capacity to take on this additional assignment. The pilot program shall be reviewed by City Council every six (6) months. If assigned as Deputy City Manager for a duration that exceeds seven (7) business days, the assigned Department Head shall receive Acting Pay of fifteen percent (15%) of base pay, which shall not be pensionable compensation.

**Section 03.**            **FIRE DUTY CHIEF STANDBY PAY.** Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each shift, the Fire Chief may be assigned to serve as Fire Duty

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

**Section 04.**            **ADVANCED EDUCATION COMPENSATION.** Department Heads that have an advanced degree (master's degree, doctorate, etc.) that complements their job duties and descriptions or provides benefit to the City, and exceeds the job description or classification specification requirement, will be given a 3% increased base salary compensation adjustment. This incentive is limited to a maximum of 3% regardless of the number of degrees exceeding the job requirement. An advanced degree required for the position is not eligible for the incentive. This compensation must be approved by the City Manager.

**Section 05.**            **AUTOMOBILE ALLOWANCE.** Department Heads shall receive three hundred dollars (\$300) per month in automobile allowance or a take home City vehicle, as determined by the City Manager. All uses of City vehicles shall be per the City vehicle use policy.

**Section 06.**            **TECHNOLOGY/CELL PHONE EQUIPMENT.** Subject to the written approval of the City Manager, the City shall provide Affected Employees with a City purchased and maintained cell phone, tablet, lap-top, personal computer, printer, remote access from home computer and all other related technology needed to successfully undertake their position, provided such equipment is available for use and/or has been budgeted for.

**Section 07.**            **CONFIDENTIAL EMPLOYEE PROGRAM TERMINATION.** Currently, the Recreation, Parks, and Marina Director, hired prior to July 30, 2019, receives a 3% pay Confidential Pay Differential which is added to the employee's base pay. No other Executive Management classifications are eligible for this pay and the Confidential Pay Program will end with the departure of the current incumbent Recreation, Parks, and Marina Director.

#### **ARTICLE IV**            **EDUCATION REIMBURSEMENT FOR DEPARTMENT HEADS ONLY**

This Article IV shall apply to Department Head employees only.

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

- A. Courses, degrees and certifications must relate to the Employee's position or be directly related to the employee's potential professional development with the City.
- B. Pre-approval by the City Manager is required in advance of registering any the course of instruction.
- C. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.
- D. Employees shall only receive education reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.
- E. In the event an Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- F. Upon completion of each course, an Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

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

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

**Section 04.** In no case shall the total amount of education reimbursement for individual courses provided to an Employee in a given fiscal year exceed one thousand five hundred dollars (\$1,500). If an Employee leaves City service within two (2) years of receiving education reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid

by the City, which may be withheld from the Employee's final pay check per agreement by the Employee.

## **ARTICLE V**

## **RETIREMENT BENEFITS**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI**                    **VACATION LEAVE FOR DEPARTMENT HEADS ONLY**

This Article VI shall apply to Department Head employees only.

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

- A.     For the first five (5) years of service. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year.
- B.     Commencing with the Sixth (6<sup>th</sup>) Year. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year.

- C. Commencing with the Eleventh (11<sup>th</sup>) Year. Employees shall earn and be credited with an additional 8 hours per additional year of service until reaching a maximum of 200.0 hours per year after fifteen (15) years of service.

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

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

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

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

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

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

## **ARTICLE VII**

## **HOLIDAYS**

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

The following are recognized as Holidays:

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

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

The third Monday in February, President's Day.

The last Monday in May, Memorial Day.

The nineteenth day of June, Juneteenth.

The fourth day of July, Independence Day.

The first Monday in September, Labor Day.

The second Monday in October, Columbus Day.

The eleventh day of November, Veteran's Day.

The fourth Thursday in November, Thanksgiving Day.

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

The twenty-fifth day of December, Christmas Day.

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

Any date proclaimed by the Mayor of Suisun City as a Holiday.

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

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

## **ARTICLE VIII**

## **OTHER LEAVES**

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

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

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

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

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

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

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

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

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

**Section 09.**            **EXECUTIVE LEAVE CASH-OUT FOR DEPARTMENT HEADS.** Department Heads are allowed to request cash-out of a maximum of forty (40) hours in January of each year. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current Executive Leave balance. To be entitled to cash-out Executive Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out

Executive Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form, and in no event later than December 31st of each year for cash-out in January of the following year. Moreover, no request for cash-out shall be granted unless first approved by the City Manager. City Manager may consider cash-out of additional unused leave accruals in extreme or emergency situations, but only following the same request procedure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE XIII**            **LIFE INSURANCE AND DEFERRED COMPENSATION FOR DEPARTMENT HEADS**

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

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

**ARTICLE XIV**            **UNIFORMS AND UNIFORM ALLOWANCES FOR PUBLIC SAFETY DEPARTMENT HEADS**

This Article XIV shall apply to Public Safety Department Heads only.

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

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

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

**ARTICLE XV**            **SEVERANCE**

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

**ARTICLE XVI**                      **ELECTIONS**

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

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# Introducing the City of Suisun City's next Fire Chief

1

## The Recruitment Process

- Open Recruitment: Two (2) months, and included extensive outreach throughout California, direct contact with California Fire Departments, and nationwide outreach
- Top candidates were invited to a panel oral board interview
- Evaluated by peer Department Heads, local neighboring Fire Chiefs, Community Members and the Suisun City Professional Firefighters' Association
- Candidates provided writing samples and prepared and presented a presentation to for the panels to assess

2

## The Recruitment Process (cont.)

- 3.5-hour Interview Process – candidates met with panel members responding to 35 questions that looked at their background and experience, technical knowledge, community leadership, and management skills
- Top candidates were then invited to a hiring interview with the City Manager, Police Chief and Acting Fire Chief
- The top candidate was unanimously recommended for hire

3

## Brad L. Lopez

### **Education and Training**

---

- Bachelor's Degree in Fire Science
  - Magna Cum Laude
  - Columbia Southern University
- Fire Science Certification
  - Solano Community College
- California State Fire Marshal Training
  - Fire Officer and Chief Officer Certifications
  - Registered Training Instructor

4

## Brad L. Lopez

### **Professional Experience**

- 1992 – Volunteer Firefighter with the Winters Fire Department
- 2002 – Full Time Firefighter with the Winters Fire Department and since this time has held the following positions with the department:
  - Firefighter
  - Fire Engineer
  - Fire Captain
  - Duty Chief
  - Acting Fire Chief
- 2019 – Promoted to Fire Chief with the Winters Fire Department

5

## Brad L. Lopez

### **Currently: Fire Chief – Winters Fire Department**

- Leads a combination department of career and volunteer/reserve firefighters
- Manages a \$1.4M budget
- Oversees three divisions:
  - Fire Prevention
  - Operations & Training
  - Facilities & Equipment
- Serves as a member in the Yolo County Incident Management Team for large scale incidents
- Is a qualified Strike Team Leader

6

## Brad L. Lopez

### **Professional Accomplishments**

- 30 years of Firefighting/Fire Management experience with a combination Fire Department
- Held various Incident Command positions to include Incident Commander, Safety Officer, Public Information Officer, Staging Manager, Operations and Division/Group Supervisor, and Strike Team/Taskforce Leader.
- Successful securement of over \$1M grant funding through the Assistance to Firefighters Grant (AFG) and CALFIRE VFA Grants
- Project Management of Winters's new \$6.8M Public Safety Facility
- Adjunct Professor with Solano Community College – Fire Academy Courses

7

## Brad L. Lopez

### **Professional Affiliations**

- Vice-Chair – Yolo County Fire Safe Council
- Yolo County Over-Head Incident Management Team Member
- Winters Rotarian Member
- Past President and Vice President of Winters Professional Firefighters Association (4 years)
- West Valley Regional Fire Training Consortium Steering Committee Member
- California State Fire Training –Firefighter I and II Curriculum Rewrite, 2013

8

Welcome to Suisun City Brad!

Start Date: Monday, August 22, 2022

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## AGENDA TRANSMITTAL

**MEETING DATE:** August 16, 2022

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**CITY AGENDA ITEM:** Discussion and Direction regarding Suisun City Community Based Transportation Plan (CBTP) Final Report.

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**FISCAL IMPACT:** The cost of conducting a Community Base Transportation Plan for the City of Suisun City is \$250,000, which was paid for by Solano Transportation Authority (STA) and the Metropolitan Transportation Commission (MTC). There is no cost impact on the General Fund.

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**STRATEGIC PLAN:** Provide Good Governance

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**BACKGROUND:** The Metropolitan Transportation Commission's (MTC) *2001 Lifeline Transportation Network Report* identified transit needs in economically disadvantaged communities throughout the San Francisco Bay Area. In addition, the Environmental Justice Report for the *2001 Regional Transportation Plan* also identified the need for MTC to support local planning efforts in low-income communities throughout the region.

To advance the findings of these studies, MTC initiated and has been funding Community-Based Transportation Plans (CBTP) in low-income communities throughout the Bay Area. The objective of the Community Based Planning Process was to develop a plan through a collaborative process that identifies transportation gaps, proposes and prioritizes strategies to address the gaps, and identifies potential funding sources and project leads for implementation. This process ensured that the low-income population directly affected by the transportation plan is guiding the process.

As a result of this planning process, potential transportation improvements specific to low-income communities were identified and cost-estimates developed to implement these improvements. This information, including prioritization of improvements considered most critical to address. Funding opportunities were explored to support them, and an outline for an action plan to implement the solutions was developed.

STA previously completed CBTPs in the City of Dixon in 2004, Cordelia, Fairfield, and Suisun Cities in 2008, and East Fairfield, Vacaville in 2012, and most recently in September 2020, the City of Vallejo completed the updated phase of its CBTP. The second phase of the City of Vallejo CBTP is currently underway with support from a California Air Resource Board (CARB) Grant.

The STA released a request for proposal (RFP) for the project in April 2021 and received proposals from five (5) firms. After conducting the interviews, the contract was awarded in June 2020 to Nelson Nygaard Consulting Associates, Inc.

STA staff and the City of Suisun City (City) collaborated to implement a Community-Based Transportation Plan (CBTP) to study and recommend improvements to transportation challenges in the area, such as first-mile/last-mile, Transit Oriented Development, active transportation, transit network capability, and micro transit. The CBTP will help the City and STA better understand

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**PREPARED/APPROVED BY:**

Greg Folsom, City Manager

current transit conditions, the impacts of the COVID-19 pandemic, and opportunities to make services more accessible and efficient for seniors, youth, low-income, and individuals with disabilities across the community. By providing their feedback, community members will help the city identify and design transportation system improvements that work for them.

Various public engagement methods have been utilized, such as virtual zoom meetings, a walking tour, surveys, social media, and fact sheets during this process. Collaboration with local Community Based Organizations (CBOs), along with respective staff members from STA, Nelson Nygaard Consulting Associates and City of Suisun City has been key for public outreach and feedback.

The initial kick off webinar was conducted on October 28, 2021. Sixteen (16) members of the public participated via zoom, with additional members of the public in attendance at the “in-person” option at Suisun City Hall. Additional project outreach has included attendance at the December 4<sup>th</sup> Christmas on the Waterfront Event, survey distribution to over 10,000 Suisun City households, a Walking Tour, and an Open House.

Outreach events provided an opportunity to share information about the various mobility programs, such as Suisun Taxi Card Program, Medical Trip Concierge Program (GoGo) and the Suisun \$2/\$3 Lyft Program, which are specifically available to Suisun City residents (Attachment A). As survey results showed, many residents are not aware of the mobility programs or the Solano Mobility Call Center. STA staff will increase efforts to bring awareness to the community about these programs.

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**STAFF REPORT:** On March 29, 2022, Nelson Nygaard presented the findings of the over 430 surveys received, statistics from existing Mobility Programs, the origin/destination data analysis of travel patterns within, to and from Suisun City, and the recommendations for microtransit service to the Suisun City Council. The council approved the recommendation for microtransit services to begin once the current FAST routes 5 and 6 cease. STA staff will issue a Request for Proposals (RFP) to secure a vendor for these services.

Nelson Nygaard has completed the Final Plan for this project, which includes additional recommendations based on the feedback from the community input. This report will be presented to the Suisun City Council for review on August 16, 2022, and then brought back in September for approval and adoption.

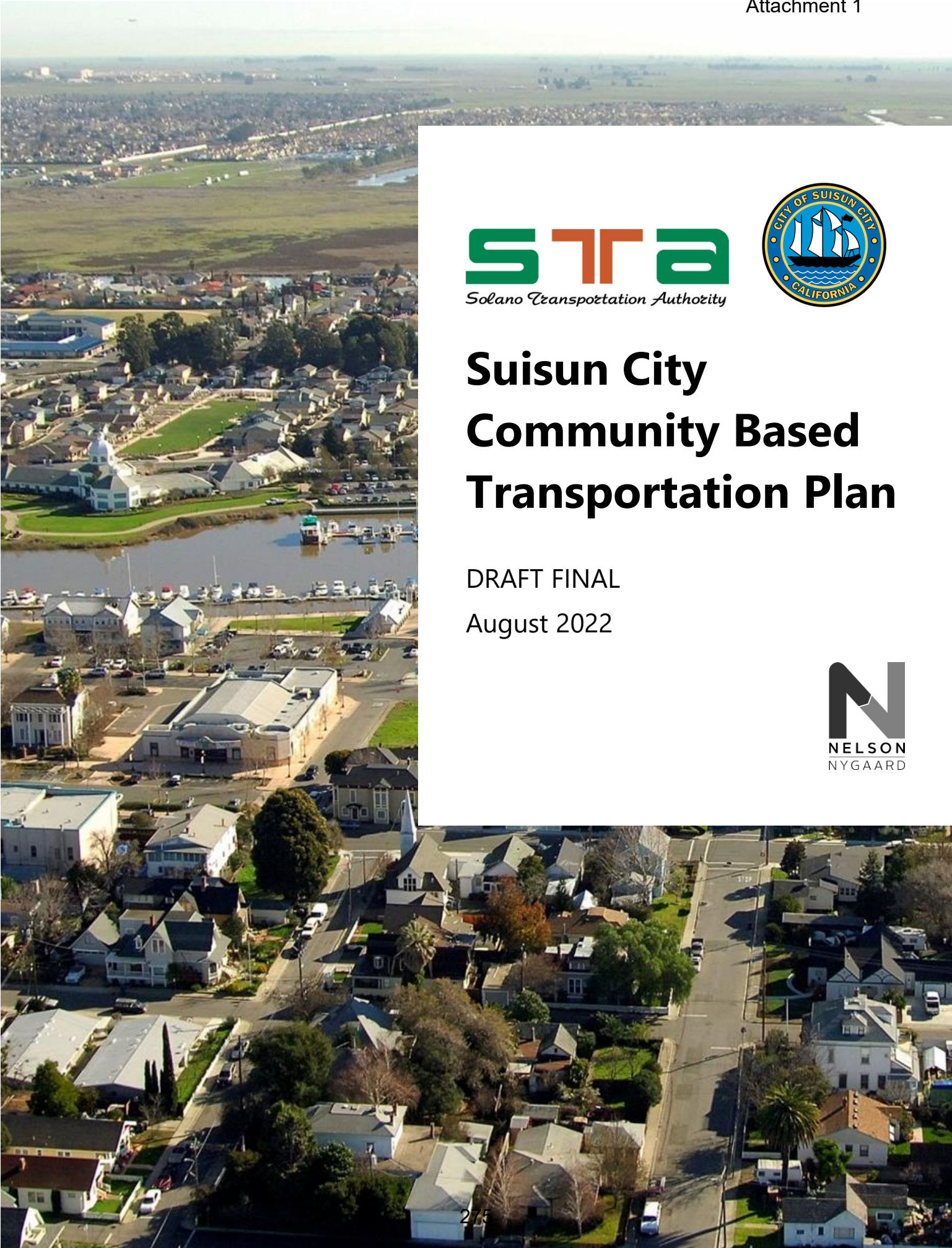
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**STAFF RECOMMENDATION:** Review the Draft Final Suisun City Community Based Transportation Plan for adoption in September.

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#### **ATTACHMENTS:**

1. Suisun City Community Based Transportation Plan Draft Final Report - [Link](#)
2. Appendices including Community Feedback/Survey Results
3. Suisun City Mobility Program Usage



# Suisun City Community Based Transportation Plan

DRAFT FINAL  
August 2022



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# EXECUTIVE SUMMARY

The Solano Transportation Authority (STA) has hired Nelson\Nygaard Consulting, in collaboration with Circlepoint and Fehr & Peers, to prepare a Community Based Transportation Plan (CBTP) for the city of Suisun City.

CBTPs are funded by the Metropolitan Transportation Commission (MTC) for the Bay Area's Equity Priority Communities, which includes most of Suisun City. The concept of the CBTP was borne out of MTC's Lifeline Transportation Network and environmental justice efforts nearly 20 years ago. While much has changed since the release of reports from those efforts, transportation challenges remain and may become more severe unless addressed with strategic planning alternatives. Foreseeable challenges to be addressed in this CBTP include changes in the transit landscape, continued effects from COVID-19, the growth of the over 75-year-old population at a faster rate than other age cohorts, and consistently meeting mobility and accessibility needs of individuals with disabilities. In addition to people with disabilities, older adults, and low-income populations, other populations included in the Equity Priority Communities, such as people of color and zero vehicle households are incorporated as primary targets of the mobility strategies in this study.

## Report Structure

This CBTP contains the following sections:

- **Introduction** - Presenting background information about the city of Suisun City.
- **Relevant Reports** – Descriptions of Local, Countywide and Regional Plans
- **Resources for Funding Transportation Improvements** – Federal and State funding sources
- **Demographic Analysis** – Highlights include comparison of city and county measures for various indicators such as poverty rates, vehicle availability, home languages spoken, ethnicity, transportation and employment-related demographics
- **Current Transportation Inventory** – Presents the range of public and private transportation options available to Suisun City residents
- **Public Outreach and Engagement Summary** – Outreach efforts include City Council hearings, walking tour, Open House, and a widely distributed digital survey
- **Assessment of Needs** – Synthesizes the needs identified in all the previous efforts in the study as a basis for determining strategic responses
- **Microtransit Analysis** – Explores the feasibility of implementing microtransit in Suisun City as a strategy for addressing a portion of the identified mobility needs
- **Recommended Strategies** – Besides microtransit, this section presents a range of other strategies to meet the mobility needs of people with disabilities, older adults and low-income residents of Suisun City

## Background

Suisun City is a relatively small city centrally located in Solano County, adjoining the County seat of Fairfield. Given its central location in the county, the city is well connected regionally in terms of transportation. The city also has many infrastructure improvements currently underway that will benefit the population groups that are the target of this study, as well as the entire community.

The land uses in Suisun City are arranged in a typical suburban layout, with separate residential, retail, and employment districts. While this land use pattern is typically not as supportive of fixed-route transit as mixed-use and higher density areas, microtransit, one of the key strategies recommended in this study, can effectively serve this land use pattern due to its flexible and demand-responsive nature.

## Relevant Planning Reports

A variety of previously published reports provide information and recommendations that are pertinent to this study. Some of the key findings of these reports, both local, county-wide and regional, are as follows:

- The **Cordelia/Fairfield/Suisun City CBTP** identified potential transit gaps in the study area, many of which remain relevant today: These included lack of access to jobs on Sundays and during swing shifts due to lack of public transportation; inability to speak English as a barrier to public transit usage; lack of bus shelters and benches; and cost of transit as a barrier to usage.
- The **Transit Oriented Development (TOD) Feasibility Study** examined the potential uses for the Central Business District of Suisun City and analyzed if they are favorable to TOD construction.
- The **Suisun City General Plan 2035** outlined the regulation of development, natural resources, economic development, safety, transportation, housing, and other elements of urban planning within the City.
- The **Survey of FAST passengers** assessed travel behavior and demographics of transit passengers in the region.
- The **FAST Short Range Transit Plan** included a Capital Improvement Program (CIP), which identified capital projects to be prioritized for MTC funding. Some items identified in the CIP included vehicle rehabilitation and replacement and electrical vehicle charging infrastructure.



- The **Solano County Active Transportation Plan** outlined the existing conditions of the active transportation network and identified goals including equity, access, health, and safety, and actions to reach these goals.
- The **Comprehensive Transportation Plan** (CTP) analyzed the state of Solano County's transportation system and identified goals, strategies, and an action plan to implement them.
- The **Water Transit Feasibility Study** provided an analysis on existing and potential water transit service in Solano County. The findings were relevant to potential commuters from Suisun City who access ferry service between Vallejo and San Francisco.
- The **Solano Transportation Authority On-Board Survey** presented findings of a 2,598-participant survey taken across the five consolidated routes for the county system, including both FAST and SolTrans services.
- MTC's **Plan Bay Area Equity Analysis** was created to help inform policymakers, local jurisdictions, and the public on how existing and future development directly affects the Bay Area's disadvantaged communities. It was developed as required by California Senate Bill (SB) 375 – a policy that integrates land use and transportation planning as a way to lower GHG emissions and vehicles miles traveled across all socio-economic groups.
- The **MTC Blue Ribbon Transit Recovery Task Force Transformation Action Plan** is a recently completed action plan to design a more equitable, affordable, and accessible transportation system in the region. The action plan identifies 27 specific goals and actions to achieve this vision, including numerous actions that will benefit the CBTPs target populations.
- The **Solano County Older Adults and People with Disabilities Study** was updated from the 2004 study to address the mobility needs of the rapidly growing population of seniors and people with disabilities in the county. The study conducted 25 focus groups, interviewed 700 individuals, and received 1,000 surveys. To improve a range of services for the target population, the study includes an implementation plan with a 10-year and 25-year estimated cost with associated short, medium, and long-term strategies.
- The **Solano Transportation Authority Title VI Plan** ensures no person from diverse backgrounds is excluded in the Public Participation Plan or denied the benefits of its services. The needs of specialized markets and communities based on demographic trends such as race and ethnicity, language, income, and economic characteristics are considered for preparing effective STA Outreach and Public Participation tools.

## Resources for Funding Future Transportation Investments

There is a wide range of transportation funding sources that could potentially be used to fund the study's recommendations. These include the following:

- **Federal Transit Administration Section 5307 Urbanized Area Formula Grants** are available to incorporated areas with a population of 50,000 or more for transit capital and operating assistance and transportation-related planning.
- **Active Transportation, Complete Streets and Safe Routes to School Programs.** These efforts help finance Complete Streets, Bay Trail development, and pedestrian and bicycle connectivity across the region.
- **One Bay Area Grant Program** incentivizes local jurisdictions to fund transportation projects within Priority Development Areas. Funds can be used for a myriad of investments including bicycle and pedestrian paths, bicycle lanes, Safe Routes to Transit, and Safe Routes to School projects.
- **Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities** funds are distributed to states to provide grants for nonprofit and transportation agencies that provide transportation services to the elderly or people with disabilities.
- **Transportation Fund for Clean Air (TFCA) regional fund**, managed by the Air Management District to fund projects such as trip reduction programs, clean air vehicles and infrastructure, and bicycle facilities.
- The **California Transportation Development Act (TDA)** includes revenues collected from a portion of the state diesel fuel tax and sales tax. These funds are distributed to local and regional transportation authorities, and can be used to support public transportation services, including services for older adults and people with disabilities. Article 3 of the Transportation Development Act provides funding for bicycle and pedestrian projects.
- **Other Federal Funding Sources** - the largest and most relevant of the non-DOT funding programs are available from the Department of Health and Human Services (DHHS), including the Centers for Medicaid Services, and the Administration on Aging, both of which are involved the funding of transportation services. The Department of Veterans Affairs also funds transportation services and programs.
- **Senate Bill (SB) 1376: TNC Access for All Act** is intended to establish a program to increase accessibility for persons with disabilities. Funds generated from a \$0.10 fee on each TNC trip support the expansion of on-demand transportation for wheelchair users who require a wheelchair accessible vehicle (WAV).



## Demographic Highlights

The following bullets summarize the areas in which there are similarities and differences between Solano County and Suisun City demographics.

### Similarities

<b>9%</b>	<b>70%</b>	<b>77%</b>	<b>4%</b>	<b>6%</b>
<b>Poverty rate</b>	<b>Speak English as primary language at home</b>	<b>Drive alone to commute</b>	<b>Households with no vehicle available</b>	<b>Unemployment Rate</b>

### Differences

City	County	City	County	City	County	City	County	City	County
<b>13%</b>	<b>24%</b>	<b>26%</b>	<b>38%</b>	<b>12%</b>	<b>16%</b>	<b>13%</b>	<b>24%</b>	<b>17%</b>	<b>13%</b>
<b>Population Growth</b>		<b>White Population</b> <i>(Second largest group in city; largest in county)</i>		<b>Senior Population</b>		<b>Second most common languages</b> <i>City: Asian &amp; Pacific Island languages<sup>1</sup></i> <i>County: Spanish</i>		<b>7:00 – 7:29 am Departure time for work</b>	

Some other demographic indicators that set the stage for the development of transportation strategies to address mobility needs of Suisun City residents include:

- Suisun City's population is approximately 30,000
- New developments and construction are planned for the west and east sides of the city

<sup>1</sup> The U.S. Census considers Asian and Pacific Island languages to include: Chinese, Japanese, Korean, Hmong, Vietnamese, Khmer, Thai, Tagalog, among other languages of Asia. The STA Title VI report lists Spanish, Tagalog, Chinese, and Vietnamese.

- The two largest groups of residents in Suisun City identify as Hispanic/Latino and White at 27% and 26%, respectively. The next largest group is African American (21%), followed by Asian at 20%.
- The median household income in Suisun City is approximately \$83,320, slightly higher than the county (\$81,472) and the state of California (\$75,235).

## Transportation Providers Serving Suisun City

The city is served by multiple fixed-route transit providers, including Fairfield and Suisun Transit (FAST), Solano County Transit (SolTrans), Napa Valley Transportation Authority (The Vine), and the Rio Vista Delta Breeze Transit System (Delta Breeze). Fixed-Route Service in Suisun City is mainly oriented towards connecting residents to destinations outside of the city, including multiple destinations in Fairfield and regional transportation hubs like the nearby Fairfield Transit Center, El Cerrito del Norte BART in Northern Alameda County, and the Vallejo Transit Center in Vallejo. At the time of this report, the majority of intracity fixed-route service is provided by FAST Routes 5 and 6, but this option will be eliminated at the end of 2022.

The following table illustrates the service parameters of non-auto transportation options available to Suisun City residents.

**Figure ES-1 Transit Providers Serving Suisun City**

Service	System Ridership	Services
<b>SolTrans</b>	<ul style="list-style-type: none"> <li>▪ Total 1,446,163</li> <li>▪ Commuter bus 723,025</li> <li>▪ Local bus 688,167</li> <li>▪ Demand Response 34,971</li> </ul>	Demand Response Fixed-Route Commuter Bus
<b>FAST</b>	<ul style="list-style-type: none"> <li>▪ Total 905,023</li> <li>▪ Commuter bus 356,949</li> <li>▪ Local bus 526,175</li> <li>▪ Paratransit 21,899</li> </ul>	Demand Response Fixed-Route Commuter Bus
<b>Amtrak</b>	Capital Corridor FY 18/19 1.67 million	Intercity and Regional rail
<b>Greyhound</b>	16 million	Intercity Bus
<b>The Vine</b>	<ul style="list-style-type: none"> <li>▪ Total 1,056,168</li> <li>▪ Commuter bus 91,115</li> <li>▪ Local bus 864,352</li> <li>▪ Demand Response 103,701</li> </ul>	Demand Response Fixed-Route Commuter Bus
<b>Delta Breeze</b>	10,441	Deviated Fixed-Route

**Figure ES-2 Transit Service in Suisun City**

Provider	Route	Route Name	Hours of Operation	Frequency
<b>Weekday Service</b>				
<b>Solano Express (SolTrans)</b>	<b>R</b>	Fairfield Transportation Ctr – Suisun City Amtrak – Vallejo Transit Center – El Cerrito BART	6 am – 9 pm	60 Mins
	<b>GX</b>	Fairfield Transportation Ctr – Suisun City Amtrak – El Cerrito BART	4 am – 7 am and 3 pm – 7 pm	30 mins
<b>FAST Transit</b>	<b>5</b>	Fairfield Transportation Ctr to Suisun City Senior Center	5:30 am -7:30pm	60 mins
	<b>6</b>	Solano Town Center to Lawler Ranch Park	6 am – 7:30 pm	45 Mins
<b>Amtrak</b>	<b>Capitol Corridor</b>	San Jose, Oakland, Sacramento, Auburn	4:30 am – 8:30 pm	60 mins /180 Mins
<b>Greyhound</b>	<b>Various</b>	Multiple locations	Varies	1-2 Trips per day
<b>Vine Transit</b>	<b>21</b>	Soscol Gateway Transit Ctr – Fairfield Transportation Ctr Suisun City Amtrak	6 am – 7pm	60 Mins
<b>Delta Breeze</b>	<b>50</b>	Fairfield Transportation Ctr – Suisun City Amtrak -Downtown Rio Vista	5:00 am – 7:30 pm	4 Roundtrips per day
<b>Weekend Service</b>				
<b>SolTrans</b>	<b>R</b>	Fairfield Transportation Center – Suisun City Amtrak – Vallejo Transit Center – El Cerrito BART	Saturday only: 9 am – 9 pm	120 Mins
<b>FAST Transit</b>	<b>5</b>	Fairfield Transportation Center to Suisun City Senior Center	Saturdays only: 5:30 am -7:30pm	60 mins
	<b>6</b>	Solano Town Center to Lawler Ranch Park	6 am – 7:30 pm	45 Mins
<b>Amtrak</b>	<b>Capitol Corridor</b>	San Jose, Oakland, Sacramento, Auburn	4:30 am – 8:30 pm	60 mins /180 Mins
<b>Greyhound</b>	<b>Various</b>	Multiple locations	Varies	1 Trip per day

## Regional Transportation Services

### Amtrak

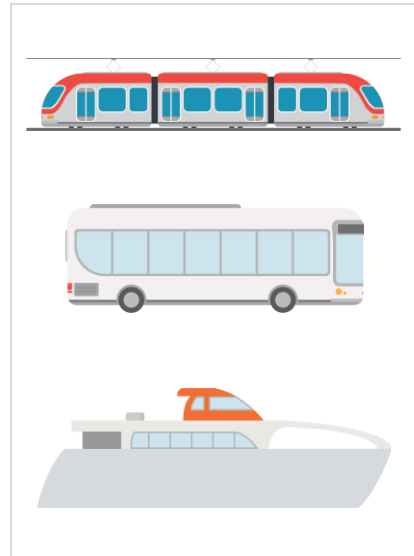
The Suisun City/Fairfield Amtrak station north-east of downtown Suisun City hosts Amtrak's Capitol Corridor Intercity Rail service which provides intercity train service with 30 daily trips between Sacramento and San Jose. Stops are made in Suisun City with frequencies between 30 minutes and 2 hours, depending on the time of day.

### BART

Residents within Suisun City can reach the El Cerrito del Norte station via Soltrans Route GX and SolTrans Route R.

### San Francisco Bay Ferry

The San Francisco Bay Ferry operating out of Vallejo is an option for some Suisun City commuters. The ferry offers daily service from 5:30 am – 9:30 pm weekdays and 9 am – 10 pm on weekends.



### Regional Bus Service

Regional bus providers include the SolanoExpress, which provides service to Vallejo and El Cerrito Norte BART; Delta Breeze serving Antioch and Pittsburg Bay Point BART and the Fairfield area; The Vine which connects the local transit network in Napa County to east Solano County; and Greyhound Intercity Bus service provides direct and connecting service to destinations within the region and throughout the country.

### Paratransit

FAST provides DART ADA paratransit service for people with disabilities who cannot ride fixed-route transit services some or all of the time. The discontinuation of FAST's routes 5 and 6 at the end of the year presents challenges for Suisun City residents with disabilities who will no longer have complementary ADA paratransit service available to them.

Microtransit service will offer door to door service to all members of the community. The study recommendations endeavor to fill this gap with alternative services.

### Transportation Network Companies (TNCs)

Transportation network companies (TNCs) such as Lyft and Uber have become a vital travel option for all manner of trips, but are of limited value to wheelchair users due to the lack of accessible vehicles. Some other issues related to use of TNCs by the study's target population

groups include whether individuals are “banked”, can use and have access to smart phones, and affordability.

## Solano Mobility

Designated as Solano County’s Consolidated Transportation Services Agency (CTSA) in 2013, this program provides for continued, efficient dissemination of vital information to callers through the One-Stop Solano Mobility Call Center. The Center provides information on a variety of transportation options such as bus, rail, ferry, shared ride, airporters, taxis, paratransit, private and non-profit transportation, and bikes. Solano Mobility also provides free travel training to teach users how to safely and confidently use public fixed-route transit within Solano County. Other programs offered by Solano Mobility include:



- **Solano County Intercity Taxi (ITX) Card** program which is available for qualified ADA paratransit users. This program can be used for taxi rides between transit service areas and for local trips within Suisun City.
- **Medical Trip Concierge Service** Program through GoGo Grandparent Technologies to provide subsidized Uber and Lyft rides for Solano County residents to get to and from medical appointments within the county.
- **Vanpool Incentive** subsidy program incentivizes residents and employees to use vanpools to get to work.
- **Solano Mobility Carpool** encourages residents and workers to carpool with carpooling apps like Scoop, Waze Carpool, or Merge, which pairs commuters in advance of their trip.
- **Bucks for Bikes** offers an incentive of up to \$300 for individuals who purchase a new bicycle for commuting.
- **First/ Last Mile Program** is for commuters using alternate modes of transportation to get to work who are having trouble with the last leg of their trip. Solano Mobility and Lyft have partnered to provide 80% off Lyft rides up to \$25 to and from participating transportation centers in Solano County.
- **Solano \$2/\$3 Rides** offers City residents \$2 one-way Lyft trips within Suisun City or \$3 trips to five locations in Fairfield – Sutter Health, NorthBay Medical Center, Kaiser Clinic in Fairfield, Ole Health Clinic, and the Fairfield Transportation Center. Residents who qualify as low-income can take trips for \$1.50.
- **Vehicle Share** Program allows vehicles to be shared amongst multiple non-profits to save costs.

- **AARP** (American Association for Retired Persons) conducts online safety courses for older drivers.
- Other transportation options available in Suisun City include private **taxi, non-emergency medical transportation** providers, Lyft and Uber.

## Public Outreach and Engagement

The Nelson\Nygaard team's outreach efforts led by STA were challenged by closures related to COVID and widely varying perceptions of contagion risks during the time period of the study. The team pivoted several times in order to collect sufficient feedback from the community and stakeholders. The report presents highlights from the following outreach activities:

- City Council Hearings on the elimination of FAST routes 5 and 6
- Virtual Outreach Workshop
- Suisun City Walking Tour
- CBTP Survey
- Open House at Solano Transportation Authority Headquarters

Some of the themes include:

- (The long wait times until TNCs show up are particularly challenging for people who are doing chain trips and have to call separately for each trip
- Concerns of what options there will be between the time routes 5 and 6 service is cut and before new options are implemented
- Desire for more bike paths that are separated from vehicle traffic
- The need for more microtransit options, including some that would not require smart phone access
- Desire for more efficient and direct connections between downtown Suisun and Fairfield
- Concerns over removal of bus routes 5 and 6, particularly for student populations who depend on the routes for travel to school
- Concerns about route reduction impacting driver employment



The paper survey mailed to each household in Suisun was available in English, Spanish, Khmer, and Tagalog, and garnered a substantial response from more than 430 individuals. Given the size of the city's population, that response rate suggests that the survey results are a fairly reliable indicator of opinions and preferences of Suisun City residents. Survey results address usage of public transit, common destinations, suggestions for service improvements, and demographics of respondents.

## Assessment of Needs

The consultant team drew on all previous study efforts to synthesize the identified mobility needs in the following categories. These were then used as the basis for development of strategies.



1. Quality of Service
1. Level of Service
2. Affordability
3. Safety
4. Programming
5. Access
6. Complete Neighborhood

## Microtransit Analysis

The project team explored the feasibility of an on-demand shared ride service, referred to as “microtransit,” to fill the gaps resulting from the discontinuation of FAST routes 5 and 6 service and to provide residents with more transportation choices.



The land uses in Suisun City are situated in a typical suburban layout, with separate residential, retail, and employment districts. While this land use pattern is commonly not as supportive of fixed-route transit as mixed-use and higher density areas, microtransit can be feasible in this context due to its flexible and demand-responsive nature.

An analysis of travel patterns showed that microtransit in Suisun City should focus on connecting residents and visitors to common nodes in the City’s land use and transportation system, such as Downtown Suisun City, retail along the State Route (SR) 12 corridor, the Suisun City Amtrak station, medical facilities in Fairfield (Sutter, NorthBay, Kaiser, and Ole Health), and the Fairfield Transportation Center (FTC).

The project team also reviewed potential microtransit operating models with STA staff and the Project Leadership Team. The four operating models include: in-house, hybrid, turnkey, Transportation Network Company (TNC) subsidy, and community mobility.

The team conducted a review of peer microtransit services based on land uses in their service area and how their services are structured. The results of that review are included in the report, and provide a context for developing assumptions that were built into study microtransit recommendations. The study presents both short-term recommendations based

on a number of existing constraints, rather than potential demand, and longer term recommendations that are based on potential demand, taking into account peer indicators and an analysis of current origin/destination patterns of Suisun City residents.

The hybrid operating model is recommended as the best option for meeting Suisun City's needs. Within a hybrid model, the agency would provide vehicles, drivers, be responsible for marketing the service, and provide customer service to users. The potential contractor would provide an off-the-shelf application and dispatch software and manage the payment system. A hybrid model allows the operating agency moderate control over the user and service experience and provides more sophisticated software when compared with an in-house model.

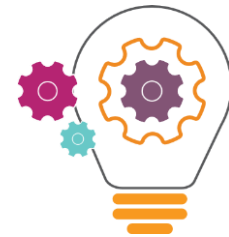
In March 2022, Suisun City Council approved a partnership with Rio Vista, as Rio Vista transit is managed by STA. Through this partnership, microtransit will be expanded to Suisun City.

The City of Rio Vista and STA staff identified next steps for initiating microtransit service:

- Identify transit yard in City of Suisun City
- Release Request for Proposal and evaluate proposers
- Obtain City Council approval from Suisun City and Rio Vista to enter into contract with selected vendor
- Obtain approval from Caltrans to execute contract
- Begin new microtransit service January 1, 2023

## Recommended Strategies

The project team worked with STA and Suisun City staff to develop recommended strategies to address imminent elimination of FAST service and longer-term strategies to fill other mobility gaps faced by study target populations. These were presented to the Project Leadership Team on May 26, 2022, and to the public at an Open House on June 6, 2022, before being finalized. For each of the recommended strategies the report identifies potential sponsoring agencies and funding sources, estimated costs and implementation timelines. Recommendations follow below.



- **Align recommendations with larger planning efforts.** This recommendation relates to policy and does not require funding or cost information.
- Under the general rubric of **microtransit service**, provide microtransit to the general public and paratransit riders, establish fixed route service during school bell hours to serve students, and make improvements to city bus stops based on the restructuring of service.

- **Improve path of travel in high need areas.** This would include strategies such as street infrastructure improvements, improve lighting, crosswalks, and traffic calming. Improvements should also be made to sidewalk quality, wayfinding and signage at critical locations.
- **Fare Integration.** This strategy contains several initiatives: simplify/unify fares across all programs, pay for microtransit using automated fare payment, help individuals enroll in the Clipper START program, and program expansion of low-income benefit.
- **Direct Marketing.** The report recommends development of Suisun-specific materials, presentations, and travel orientation.

The report recommendations are summarized in the table below.

**Figure ES-3 Summary Table of Recommendations**

Recommendation	Sub-strategies	Cost	Timeline
<b>Align Recommendations with Larger Planning Efforts</b>	<ul style="list-style-type: none"> <li>▪ N/A</li> </ul>	N/A	Ongoing
<b>Microtransit</b>	<ul style="list-style-type: none"> <li>▪ General and paratransit riders</li> </ul>	\$305,000 - \$850,000	Short (1-2 years)
	<ul style="list-style-type: none"> <li>▪ School students</li> </ul>	\$145,000 in first year	Short (1-2 years)
	<ul style="list-style-type: none"> <li>▪ Bus stop improvements</li> </ul>	\$5,000 - \$30,000 per stop	Short – Medium (1-4 years)
<b>Improve path of travel in high need areas</b>	<ul style="list-style-type: none"> <li>▪ Street infrastructure improvements, improving lighting, crosswalks, traffic calming</li> </ul>	\$125,000 - \$180,000 per intersection	Medium (3-4 years)
	<ul style="list-style-type: none"> <li>▪ Sidewalk quality, wayfinding and signage at critical nodes and commercial districts/anchor points</li> </ul>	\$10,000 - \$15,000 per block	Medium (3-4 years)
<b>Expand/improve existing program infrastructure</b>	<ul style="list-style-type: none"> <li>▪ Lyft programs and Taxi program</li> </ul>	\$50,000 - \$150,000 depending on level of expansion	Short – Medium (1-4 years)
<b>Fare integration</b>	<ul style="list-style-type: none"> <li>▪ Simplify/unify fares across all programs; pay for microtransit using automated fare payment; help individuals enroll in Clipper START program; and program expansion of low-income benefit</li> </ul>	\$30,000 - \$180,000 depending on software/hardware needs and level of subsidy	Short – Medium (1-4 years)
<b>Suisun City Direct Marketing</b>	<ul style="list-style-type: none"> <li>▪ Suisun-specific materials; presentations, and travel orientation</li> </ul>	\$5,000 - \$50,000 annually depending on scope of activities	Short – Medium (1-4 years)



# 1 INTRODUCTION

## Project Background

### Suisun City, California

Suisun City is a relatively small city centrally located in Solano County, adjoining the County seat of Fairfield. The location of Travis Air Force Base close to the study area has implications for mobility planning, as does the need for travel between Suisun City and the downtown Fairfield area, which provides access to goods and services that may not be available in Suisun City. Given its central location in the county, the city is well connected regionally in terms of transportation. The city also has many infrastructure improvements currently underway that will benefit the population groups that are the target of this study.



The population mix in Suisun City led to it being identified as an “equity priority community” by the Metropolitan Transportation Commission (MTC), which is the basis for developing a plan to address the transportation needs of the CBTP target populations living in low-income households, people with disabilities, and older adults. These groups often face a range of mobility challenges in smaller, auto-oriented communities such as Suisun City, despite the presence of a variety of transportation options such as Fairfield-Suisun Transit (FAST), DART, Napa Vine, Capitol Corridor, Greyhound, Rio Vista Delta Breeze, and SolanoExpress.

The land uses in Suisun City are arranged in a typical suburban layout, with separate residential, retail, and employment districts. While this land use pattern is typically not as supportive of fixed-route transit as mixed-use and higher density areas, microtransit can effectively serve this context due to its flexible and demand-responsive nature.

## **Community-Based Transportation Plan (CBTP)**

The Metropolitan Transportation Commission (MTC) has allocated funds to develop Community-Based Transportation Plans (CBTPs) for the Bay Area's Equity Priority Communities, including most of Suisun City. The concept of the CBTP was born out of MTC's Lifeline Transportation Network and environmental justice efforts nearly 20 years ago. While much has changed since the release of those reports, transportation challenges remain and may become more severe unless addressed with strategic planning alternatives. Foreseeable challenges to be addressed in the CBTP include changes in the transit landscape, continued effects from COVID-19, the continued growth of the over 80-year-old population at a faster rate than other age cohorts, and consistently meeting mobility and accessibility needs of individuals with disabilities.

### **Suisun City Study Area – Census Tract 2527.03**

Equity Priority Communities are census tracts that have a significant concentration of underserved populations, such as households with low incomes and people of color. A combination of additional factors helps define these areas. Census Tract 2527.03 comprises most of Suisun City and is categorized as an Equity Priority Community. The entire city of Suisun City was included in the CBTP Study Area.

## 2 PRIOR STUDIES

### Relevant Planning Reports

This chapter is a review of previously written reports and studies that are relevant to the development of a new Community-Based Transportation Plan for Suisun City. The summarized information identifies transportation gaps and offers recommendations and implementation steps to improve mobility for the targeted populations: low-income, communities of color, seniors, and people with disabilities.

### Local Plans

#### Community-Based Transportation Plan for Cordelia/Fairfield/Suisun Project Area

Released in 2008, the Community Based Transportation Plan (CBTP) for the Cordelia/Fairfield/Suisun City Area identifies transportation gaps, proposes strategies to address them, and is informed by community and stakeholder input and engagement. The study site includes large portions of areas that are designated by MTC as “Communities of Concern”, due to their having 25% or more households who live at or below the poverty level. The area of Suisun City that is included in the study site is the downtown area, home to the central business district retailers, senior center, and high-density housing. Suisun City is noted as having a large supply of naturally occurring affordable housing and rental space and having experienced 10 years of consistent growth before the time of the study.

2008

The plan identifies potential transit gaps in the study area, which include:

- Low-income residents are unable to get to jobs and other destinations due to lack of service on Sundays.
- Low-income residents have difficulties commuting due to start or end work shifts outside of existing transit service hours (e.g. swing or night shift).
- Low-income residents who don’t speak English consider this a significant barrier to transit use.

- Low-income seniors need transportation assistance beyond that which is provided by public transit agencies.
- Low-income transit users, especially seniors and parents traveling with kids, would like more bus shelters and benches.
- The cost of transit is a hardship for the low-income population.
- Too few transit connections to education and employment centers in the County

Accompanying the identification of existing gaps is an analysis on potential funding sources and proposed cost of implementing the project recommendations.<sup>2</sup>

## Transit Oriented Development Feasibility Study

The Transit Oriented Development (TOD) Feasibility Study examines the potential and uses for the Central Business District of Suisun City and analyzes if they are favorable to TOD construction. The study focuses on traditional business sectors and presents three different TOD scenarios for consideration in future development, as well as the steps necessary to continue to promote TOD within the city. The report also analyzes existing ridership in the city, which is limited to analysis of Capitol Corridor service, provided by Amtrak. Popular destinations for riders include Emeryville, Martinez, Oakland-Jack London, and Richmond. At the time of the study's release, Solano County had experienced a long period of regional job growth, spanning from 1992 to 2005. The report, which was released in 2009, was limited in its projections, as just a year later the housing market collapse caused many families, cities, and agencies to lose their finances and income at a significant rate. The report represents an interest to create more dense, walkable communities, and shows how the city has been thinking about connecting people and housing to transit.<sup>3</sup>

2009

## City of Suisun 2035 General Plan

Released in 2015, the Suisun City General Plan 2035 outlines the regulation of development, natural resources, economic development, safety, transportation, housing, and other elements of urban planning within the City. The plan fulfills state legal requirements for comprehensive long-range planning and provides a framework for the City to exercise land use controls. One of the central issues, as outlined in the plan, is the need for reduced traffic. The plan identifies a number of transportation goals, including the following:

2015

<sup>2</sup> Solano County Transportation Authority (2009) *Community-Based Transportation Plan for Cordelia/Fairfield/Suisun Project Area*. Retrieved from <https://mtc.ca.gov/sites/default/files/CBTP%20Cordelia-Fairfield-Suisun%202008.pdf>

<sup>3</sup> City of Suisun (2006) *Transit Oriented Development Feasibility Study*. Retrieved from [https://www.suisun.com/wp-content/files/Suisun\\_City\\_Transit\\_Oriented\\_Development\\_Study\\_2009.pdf](https://www.suisun.com/wp-content/files/Suisun_City_Transit_Oriented_Development_Study_2009.pdf)

- Provide an efficient, safe transportation system that is free of barriers to travel by all segments of Suisun City's population.
- Provide a well-connected transportation system that offers residents and visitors a choice of routes to reach their destinations.
- Manage travel demand in order to reduce up-front and ongoing cost of transportation infrastructure, enhance local mobility, improve air quality, and improve the local quality of life.
- Maintain a multimodal transportation system for the safe and efficient movement of automobiles and trucks, pedestrians, bicyclists, and public transit users.

The plan has no mention of equity as it relates to historically under resourced communities. The first goal stated in the plan is providing a transportation system that is free of barriers to travel by **all segments** of the city's population. However, none of the supporting actions identify the needs of various populations. There is also no mention of programs that promote mobility for under resourced populations. Definitions of connectivity are limited to vehicle access and the many options available within the road network.<sup>4</sup>

## Transit Passenger Surveying Services: Fairfield and Suisun Transit

In Spring 2017, STA conducted an origin-destination study with the assistance of Red Hill Group as part of a larger Metropolitan Transportation Commission (MTC) initiative to assess travel behavior and demographics of transit passengers in the region. The data was collected to inform MTC's regional transportation demand models, ensure compliance with Title VI, and to facilitate an equity analysis. The process included the development of a sampling plan and survey instrument using a tablet for data collection on rider trip information. The survey collected real-time trip mapping, access and egress modes, distance to/from stops, fare payment type, and demographic information. There were also operator-specific questions used to gauge customer satisfaction on express routes. Some relevant key findings include:

2017

- **Trip Purpose** – Work based trips make up 41% of all trips, shopping 13%, and college 13%.
- **Access/Egress** – Approximately 2/3 of riders walk to the first transit stop from their home or are dropped off. The average walk time from home to the first boarding is 8.7 minutes. 90% of riders walk from their last stop to their home.

<sup>4</sup> City of Suisun (2006) *2035 General Plan*. Retrieved from <https://www.suisun.com/departments/development-services/planning/general-plan/>

- **Transfers** – About 34% of riders complete their trip without a transfer, and local riders are more likely than express riders to transfer.
- **Fare Media** – 70% of riders pay their fare using cash, while 28% use a pass/multi-day ticket.
- **Length of Time Riding Transit** – The largest portion of riders have been riding FAST for the past 7-11 months (27%) while a total of 43% have been riding for less than a year.
- **Employment** – Express riders are more likely to be employed than local riders (71% and 55% respectively).
- **Age** – 63% of FAST riders are under the age of 40. The average age of FAST riders is 36 years.

## Fairfield and Suisun Transit Short Range Transit Plan

In October 2020 FAST finalized the Short Range Transportation Plan (SRTP) for the FY 2021-2030 period. The Metropolitan Transportation Commission (MTC) requires that each transit operator in the region create a SRTP to receive federal funding through the Transportation Improvement Plan (TIP). The primary component to this plan is the Capital Improvement Program (CIP), which identifies capital projects to be prioritized for MTC funding. Some items identified in the CIP include vehicle rehabilitation and replacement (including 16 paratransit vehicles) and electrical vehicle charging infrastructure.

2020

The plan includes an overview of the transit system including demographics of riders, an inventory of existing routes and services, and key service indicators like ridership and revenue. The goals identified by FAST for the SRTP are:

- Provide the highest quality transportation service.
- Increase public transit ridership.
- Foster positive relations with customers.
- Provide a sustainable, efficient, and innovative service.
- Have a positive impact on the community and environment.
- Coordinate service with other transit stakeholders.

The Service and System Performance Evaluation highlights a 14% decrease in ridership from FY2015 to FY 2018. The decrease was seen in fixed-route local, intercity fixed-route, and dial-a-ride ridership. Operating Costs increased by 19.9% during the same period, fixed-route intercity routes incurring the highest cost increase at 58.5%.<sup>5</sup>

<sup>5</sup> FAST Transit (2020) *Short Range Transit Plan*. Retrieved from [https://fasttransit.org/wp-content/uploads/2020/11/FAST-SRTP-Draft-Final-Report\\_June-2020-NO-Highlighting.pdf](https://fasttransit.org/wp-content/uploads/2020/11/FAST-SRTP-Draft-Final-Report_June-2020-NO-Highlighting.pdf)

## Status of Suisun City Public Works Projects

The City of Suisun City Public Works Department is actively involved in numerous infrastructure improvements that will benefit the target populations of the CBTP. These range from pedestrian improvements such as high visibility crosswalks and traffic calming to bus stop improvements. A detailed account of the projects currently underway can be found in Appendix A.

**2022**

## Countywide Plans

### Solano County Older Adults and People with Disabilities Studies

Solano County undertook a study of the mobility needs of the rapidly growing population of seniors and people with disabilities in the county, which STA wished to address. It provided an update to the 2004 study as well and presented Nelson/Nygaard's analysis of transportation barriers faced by these communities. Mobility and transportation for seniors and people with disabilities remain important in Solano County, the purpose of study is reassessing their near and long-term needs and planning strategies to address their barriers. The structure of the study included:

**2019**

- Review of 2004 study and analysis of existing community demographic trends as well as its projections for 2030
- Existing Transportation Service Inventory from different agencies within the cities and county
- Relevant Studies and Report findings of recent transport related studies and plans conducted for Solano County
- County Outreach Methodology and findings of transportation gaps
- Potential strategies to address these gaps
- Implementation Plan (10-Year and 25-Year Plans)

In summary, the county has an 11% senior population. The preferred mode of transportation is private automobile, and seniors continue to drive as long as possible, but begin to self-limit to familiar roads and daylight driving. There is significant auto dependence in the largely low-density areas of Solano County, and the relative lack of resources for this age group and people with disabilities indicate a substantial lack of mobility. The study includes short, medium, and long-term strategy recommendations, along with the associated range of costs to address these mobility challenges.

## Solano Transit Authority Title VI

The Solano Transportation Authority Title VI ensures no person based on race, color, or national origin is excluded from the programs and activities receiving Federal financial assistance, or is denied the benefits of its transit services. The 2020 STA Title VI Program includes Title VI Notice to Beneficiaries, complaint procedures and complaint forms, as well as a list of transit-related Title VI investigations, complaints, and lawsuits.

**2019**

The program also includes the Public Participation Plan which attempts to consider input from stakeholders to gain an understanding of how public engagement occurs within STA, and ways to engage traditionally underrepresented or underserved groups to develop more inclusive plans for the future. The needs of specialized markets and communities based on the demographic trend such as race and ethnicity, language, income, and economic characteristics are studied and considered for preparing effective STA Outreach and Public Participation tools.

To ensure access for these communities, public transportation agencies are provided step-by-step instruction for conducting Limited English proficiency (LEP) assessment and developing a Language Assistance Plan (LAP) which is a blueprint to ensure that language does not present a barrier to access to the agency's programs and activities.

## Solano County Active Transportation Plan

The Solano County Active Transportation Plan (ATP) outlines the existing conditions of the active transportation network and identifies goals like equity, access, health, and safety and provides actions to reach these goals. The plan recognizes that a strong transit network is a key part of an active transportation network and providing sustainable mobility in the county. The plan also specifically states that it will work to meet the needs of all transportation users and promote investment in historically under-resourced communities.

**2020**

The ATP also includes an inventory of infrastructure and programming that support active transportation across the county. The existing conditions analysis shows that active transportation users are overrepresented in fatal and severe injury crashes. Safety infrastructure and programming work to mitigate and improve safety outcomes through safe design and community programs such as Safe Routes to School. Key recommendations in the plan include continued support and expansion of the countywide Safe Routes to School program while expanding to include Safe Routes for Seniors and continued implementation of traffic safety education programs. Expansion of slow streets designs is also a key priority, as the report indicates that a more multimodal streetscape provides more safety for all road users.<sup>6</sup>

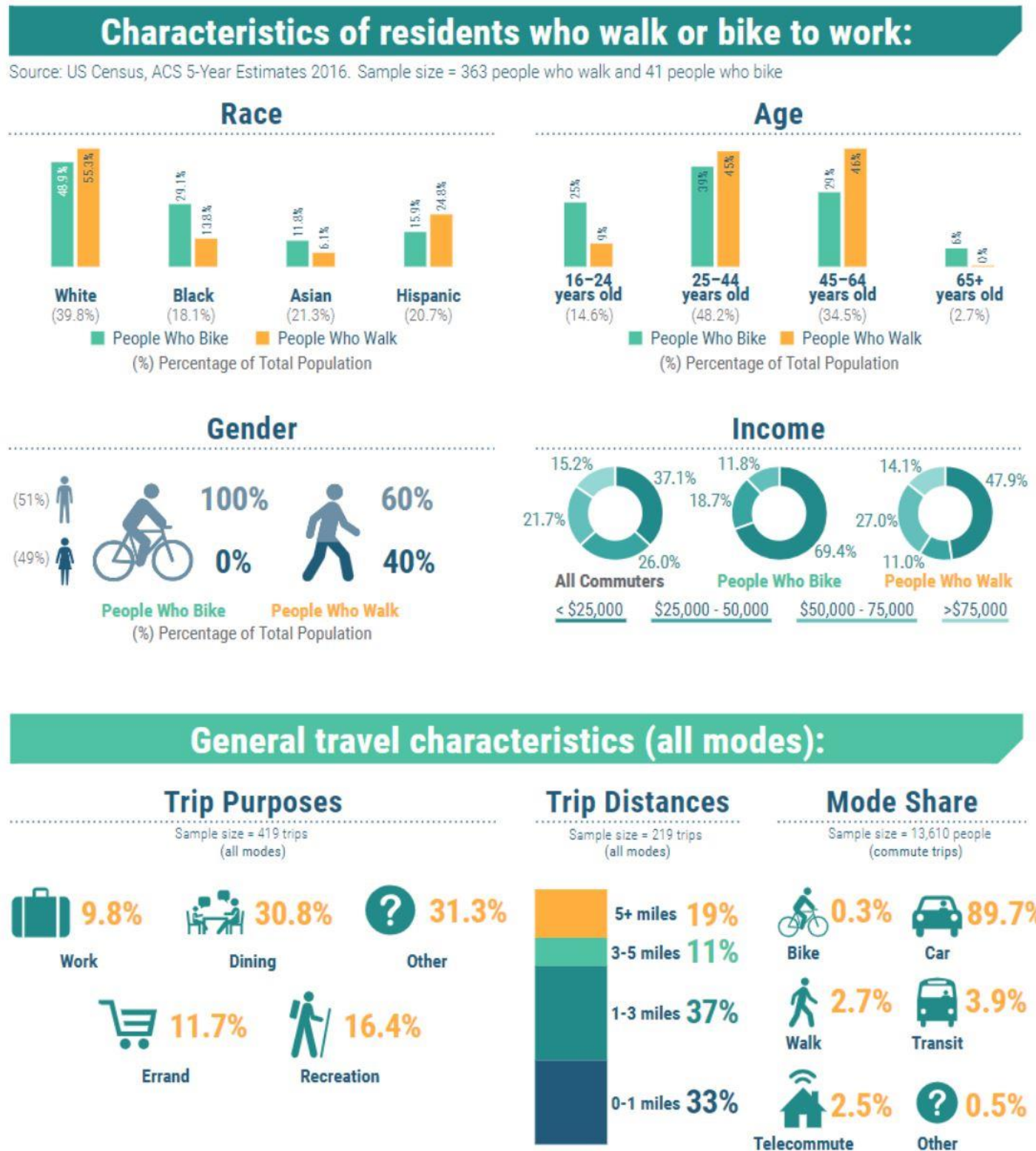
Every City within Solano County has an individual section within the ATP appendix that has a focused analysis and set of recommendations that are specific to that city. The Suisun City

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<sup>6</sup> Solano Transportation Authority (2020) *Solano County Active Transportation Plan*

appendix shares existing conditions, the current active transportation profile, an inventory of the active transportation network, an analysis of trip attractors and generators, and recommendations to extend the active transportation network.

**Figure 2-1 Suisun City Active Transportation Profile**



#### Trip Purposes

Sample size = 419 trips (all modes)

Purpose	Percentage (%)
Work	9.8%
Dining	30.8%
Other	31.3%
Errand	11.7%
Recreation	16.4%

#### Trip Distances

Sample size = 219 trips (all modes)

Distance	Percentage (%)
0-1 miles	33%
1-3 miles	37%
3-5 miles	11%
5+ miles	19%

#### Mode Share

Sample size = 13,610 people (commute trips)

Mode	Percentage (%)
Bike	0.3%
Car	89.7%
Walk	2.7%
Transit	3.9%
Telecommute	2.5%
Other	0.5%

Figure 2-2 County Bicycle Network

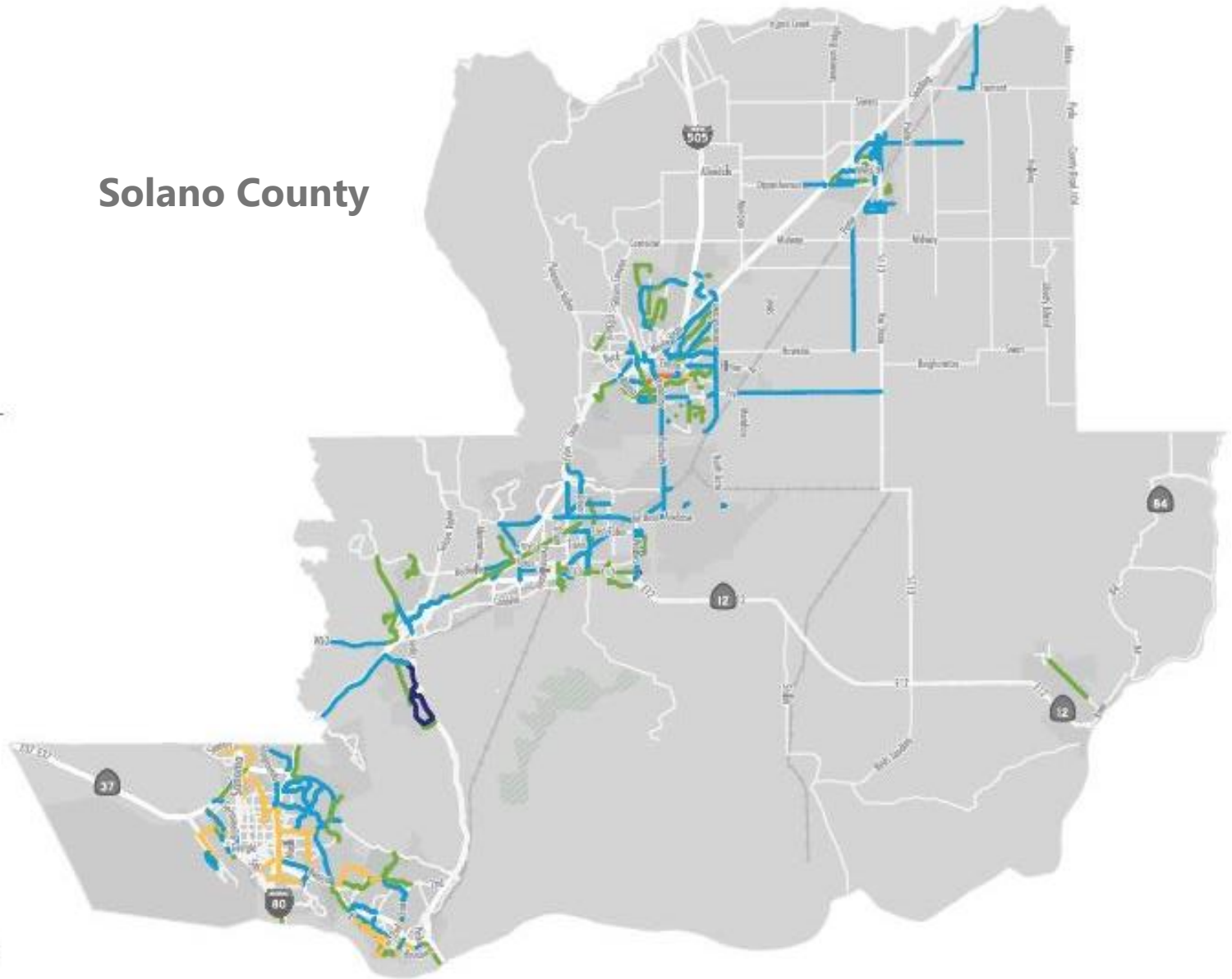
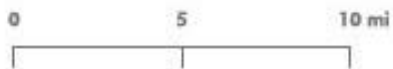
## Solano County

### STA County Active Transportation Plan Bicycle Network

#### Bikeways

- Class I Multi-Use Path
- Class II Bicycle Lane
- Class II Buffered Bicycle Lane
- Class III Bicycle Boulevard
- Class III Bicycle Route
- Class IV Separated Bikeway

- County
- Jurisdictions
- Parks
- Water



# Solano County 2035 Comprehensive Transportation Plan

2020

The Comprehensive Transportation Plan (CTP) analyzes the state of Solano County's transportation system and identifies goals, strategies, and an action plan to implement them. The plan is required by the Metropolitan Transportation Commission, as it informs the Regional Transportation Plan, which is mandated by the federal government. The CTP consists of 3 primary elements: arterial, highways, and freeways; transit and rideshare; and active transportation.

The CTP addresses equity in various planning process and provides an actionable framework that can be used moving forward. The plan states that Solano County's disadvantaged communities should be a priority to ensure they benefit from the agency's work. An entire chapter of the plan is dedicated to equitable transportation access – which thoroughly identifies previous and ongoing actions to create a more equitable transportation system in Solano County. The primary metric for identifying equity priority communities uses MTC's Communities of Concern Designation. The STA Guiding Principles identified by the Equity Working Group are:

- **STA works in partnership with local, regional, and state governments** and our whole community to provide and maintain a safe, innovative, equitable multi-modal transportation system in Solano County.
- **STA seeks to advance a just, healthy, and prosperous quality of life** in Solano County communities while addressing transportation and the diverse mobility needs of our residents, business, and visitors.
- **STA values and commits to meaningful participation of Solano County's vulnerable populations** in all aspects of mobility and infrastructure planning to ensure that disadvantaged communities' unique and unmet needs are prioritized.
- **STA supports locally-decided land uses** that stimulate economic opportunity and produce affordable housing in proximity to downtowns, public rail, stations, and along major bus service corridors, in conjunction with acting to protect Solano County's key agricultural and open spaces.
- **STA routinely measures, evaluates, and clearly presents transportation performance results** for public review to ensure that its policies, plans, and budgets are fair, effective, and reflect community-focused priorities of Solano County residents and businesses.

The guidelines show that equity-focused communities are concerned about their ability to be heard within the planning process. They have also expressed the need for a greater

connection between transit and housing. The report suggests that the Solano Transportation Authority should continue to make equity and access a priority.<sup>7</sup>

## **Solano Transportation Authority Water Transit Feasibility Study**

The Water Transit Feasibility Study provides an analysis on existing and potential water transit service in Solano County. Informed by surveying and community engagement, findings show an increasing demand for expanded service between Vallejo and San Francisco. The plan explores potential new service opportunities and constraints, and the importance of water transit in the region's transportation mix. Investment in water transit can provide greater mobility options for all, but is likely to benefit those commuting to job centers such as San Francisco.

**2018**

## **Solano Transportation Authority On-Board Transit Survey**

The On-Board Survey shares the findings of a 2,598-participant survey taken across the five consolidated routes for the county system. Of the survey participants, 23.4% noted that they would not be able to take their trip without that bus. A total of 8.9% of respondents identified as disabled, 8.9% were youth, and 13.7% were seniors. The bus also serves a diverse ridership, with 40% of riders identifying as African American, 22.7% White, 19.2% Asian. Common themes given during the surveying period were comments concerning timeliness of the buses, requests to expand the service area, and desire for lower fare and discounts. These results indicate that riders make these bus routes an integral part of their transportation strategy.<sup>8</sup>

**2018**

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<sup>7</sup> Solano Transportation Authority (2020) *Solano Comprehensive Transportation Plan (CTP) 2020* Retrieved from [https://sta.ca.gov/documents\\_and\\_report/solano-comprehensive-transportation-plan-ctp/](https://sta.ca.gov/documents_and_report/solano-comprehensive-transportation-plan-ctp/)

<sup>8</sup> Solano Transportation Authority (2018) *On-Board Transit Survey* Retrieved from <https://fasttransit.org/passenger-notice-survey/>

## Regional Plans

### Plan Bay Area 2050 Equity Analysis Report

MTC's Plan Bay Area Equity Analysis was created to help inform policymakers, local jurisdictions, and the public on how existing and future development directly affects the Bay Area's disadvantaged communities. It was developed as required by California Senate Bill (SB) 375 – a policy that integrates land use and transportation planning as a way to lower GHG emissions and vehicles miles traveled across all socio-economic groups.<sup>9</sup>

2020

The Equity Analysis included by MTC identified the mobility needs of low-income and minority communities. In previous years, these communities have been referred to as Communities of Concern but are now being called Equity Priority Communities. The report findings suggest that regardless of income and race/ethnicity, transportation-disadvantaged populations – youth, seniors, and people with disabilities – face greater mobility challenges than the rest of the general population. Plan Bay Area 2050 encourages investment in projects used primarily by people with lower incomes and subsidizing transit ridership for these populations through reduced fares.<sup>10</sup>

**Figure 2-3 Share of Bay Population and Mode of Transportation, 2015**

Population Subgroup	Share of Population 2018	Share of Income Spent on Transportation	Average Fare Per Transit Trip
Low Income Households	21%	45%	\$2.80
All Households	60%	25%	\$3.20

### MTC Blue Ribbon Transit Recovery Task Force Transformation Action Plan

The Metropolitan Transportation Commission has adopted an action plan to design a more equitable, affordable, and accessible transportation system in the region. The action plan identifies 27 specific goals and actions to achieve this vision, including:

2021

- Provide financial incentives for Solano and Sonoma counties to complete their transit integration initiatives

<sup>9</sup> **The Bay Area has a goal to reduce GHG emissions by 7% by 2020 and 15% by 2035 from 2005 levels.**

<sup>10</sup> Metropolitan transportation Commission (2021) *Draft Plan Bay Area 2050* Retrieved from <https://www.planbayarea.org/draftplan2050>

- Integrated fares, which started with SolanoExpress (\$.5.00 out of County or \$2.75 for in County)
- Solano and other North Bay counties have been selected to pilot the regional mapping and way finding
- Schedule coordination/integration and Solano is piloting connection protection
- Adopt transit equity principles and a process for applying them
- Adopt a transit hub toolkit to optimize station design and connectivity that includes coordination with local governments' access plans
- Designate a mobility manager to coordinate rides and serve as a liaison between transit agencies in each county
- Fund more pilot projects for one-seat paratransit rides and develop cost-sharing policies for paratransit trips that cross jurisdictions.
- Identify key paratransit challenges and recommend reforms
- Adopt standardized eligibility practices for programs that benefit people with disabilities, including paratransit and Clipper RTC cards.<sup>11</sup>

STA's status on the recommendations is included in Appendix B.

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<sup>11</sup> <https://mtc.ca.gov/news/blue-ribbon-task-force-approves-actions-guide-post-pandemic-future-bay-area-transit-network>

# Resources for Funding Future Transportation Investments

## Senate Bill (SB) 375

The following competitive grants are available to cities across the Bay Area to help fulfill SB 375 and mend transportation gaps in disadvantaged communities.



### One Bay Area Grant Program (OBAG)

MTC's OBAG program is a grant program that incentivizes local jurisdictions to fund transportation projects within Priority Development Areas. Funds can be used for a myriad of investments including bicycle and pedestrian paths, bicycle lanes, Safe Routes to Transit, and Safe Routes to School projects. Eligibility is confined to cities that have adopted a Complete Streets policy. Funds originate from the region's discretionary federal highway funding including Surface Transportation Program/Congestion Mitigation and Air Quality Improvement programs (STP/CMAQ).<sup>12</sup>

### Active Transportation, Complete Streets and Safe Routes to School Program

In addition to the LTP and OBAG, MTC sponsors the Active Transportation, Complete Streets and Safe Routes to School Programs. This effort helps finance Complete Streets, Bay Trail development, and pedestrian and bicycle connectivity across the region. Safe Routes to School, a component of OBAG, distributes \$5 million to cities, counties, and congestion management agencies to fund local projects that improve students' access to schools. Projects include bicycle racks and secure parking, traffic calming, and bicycle safety trainings. Active transportation programs can be particularly beneficial in Communities of Concern where access to a vehicle is limited.

### Bay Area Air Quality Management District (BAAQMD)

Each year, the Air District allocates grant money from the Transportation Fund for Clean Air (TFCA) regional fund to public and private agencies through a competitive or a first-come, first-served basis. Projects eligible for the funds include trip reduction programs, clean air vehicles and infrastructure, and bicycle facilities. According to the Air District, TFCA projects are evaluated based on their effectiveness in reducing polluting emissions. This past year

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<sup>12</sup> Metropolitan Transportation Commission (2015). *One Bay Area Grant Program Cycle 2 Proposal*. Retrieved from <https://mtc.ca.gov/sites/default/files/OBAG%2020Proposal%20July%202015.pdf>

(2019), the Board approved the allocation of \$14 million in TFCA grant funds, available in FYE 2020.<sup>13</sup>

## **Local Transportation Development Act Funds (TDA) and TDA 3 Funds**

### **TDA FUNDS**

The California Transportation Development Act (TDA) includes revenues collected from a portion of the state diesel fuel tax and sales tax. These funds are distributed to local and regional transportation authorities. These funds are available to support public transportation services, including services for older adults, people with disabilities, and active transportation.

### **TDA 3 FUNDS**

Article 3 of the Transportation Development Act provides funding for bicycle and pedestrian projects. MTC allows counties to use up to 2% of TDA funds for TDA 3 projects in their county. Counties can either competitively select projects for funding or can distribute the funds based on jurisdiction population.

## **Other Transportation Funding Sources**

### **Federal Transit Administration (FTA) Section 5307**

Section 5307 Urbanized Area Formula Grants are available to incorporated areas with a population of 50,000 or more for transit capital and operating assistance and transportation-related planning. For urbanized areas with 200,000 or more in population, funds are apportioned and flow to a designated recipient.

### **Federal Transit Administration (FTA) Section 5310**

Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funds are distributed to states to provide grants for nonprofit and transportation agencies that provide transportation services to the elderly or people with disabilities.<sup>14</sup>

### **Other Federal Funding Sources**

The largest and most relevant of the non-DOT funding programs are available from the Department of Health and Human Services (DHHS). DHHS includes the Centers for Medicaid Services, and the Administration on Aging, both of which are involved the funding of

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<sup>13</sup> Bay Area Air Quality Management District (2019). *TFCA Regional Fund*. Retrieved from <http://www.baaqmd.gov/funding-and-incentives/funding-sources/regional-fund>

<sup>14</sup> Metropolitan Transportation Commission (2019). *FTA Planning and Modernization Programs*. Retrieved from <https://mtc.ca.gov/our-work/invest-protect/investment-strategies-commitments/transit-21st-century/fta-section-5303-5309>

transportation services. The Department of Veterans Affairs also funds transportation services and programs.

### **SB 1376**

Senate Bill (SB) 1376: TNC Access for All Act became law in September 2018. SB 1376 empowers the CPUC to establish a program to increase accessibility for persons with disabilities as part of its regulation of TNCs. As part of the implementation of SB 1376, on July 1, 2019, transportation network companies (TNCs) were required to collect a ten cent (\$0.10) fee on each TNC trip in California. The funds generated from the fee support the expansion of on-demand transportation for non-folding wheelchair users who require a wheelchair accessible vehicle (WAV). Funds will be distributed on a countywide basis. STA was appointed as the Authorized Fund Administrator for Solano County by the CPUC.

### **Other Programs**

Solano Mobility received one-time funding from AAA, Solano County, and the Yocha Dehe Winton Nation. Solano Mobility receives regular funding from STA, TDA, and FTA 5310 funding.

## 3 DEMOGRAPHIC ANALYSIS

### Demographic Highlights

The following summarizes the areas in which there are similarities between Solano County and Suisun City demographics, and those in which there are notable differences.

#### Similarities

<b>9%</b>	<b>70%</b>	<b>77%</b>	<b>4%</b>	<b>6%</b>
<b>Poverty rate</b>	<b>Speak English as primary language at home</b>	<b>Drive alone to commute</b>	<b>Households with no vehicle available</b>	<b>Unemployment Rate</b>

#### Differences

City	County	City	County	City	County	City	County	City	County
<b>13%</b>	<b>24%</b>	<b>26%</b>	<b>38%</b>	<b>12%</b>	<b>16%</b>	<b>13%</b>	<b>24%</b>	<b>17%</b>	<b>13%</b>
<b>Population Growth</b>		<b>White Population</b> <i>(Second largest group in city; largest in county)</i>		<b>Senior Population</b>		<b>Second most common languages</b> <i>City: Asian &amp; Pacific Island<sup>15</sup> County: Spanish</i>		<b>7:00 – 7:29 am Departure time for work</b>	

<sup>15</sup> The U.S. Census considers Asian and Pacific Island languages to include: Chinese, Japanese, Korean, Hmong, Vietnamese, Khmer, Thai, Tagalog, among other languages of Asia. The STA Title VI report lists Spanish, Tagalog, Chinese, and Vietnamese.

Note: The section of Suisun City to the south of Highway 12 in the maps on the following pages is part of a few larger geographical census blocks, including non-city portions. This distorts the results and representation on the maps.

## Population and Housing

The current population of Suisun City is approximately 29,663<sup>16</sup>— comprising 7% of Solano County’s total population. As shown in Figure 3-1, the population of the county is likely to increase by 24% by 2040, whereas Suisun City’s population is projected to grow by approximately 13%. The increase in residents mirrors trends found across the Bay Area, though it remains to be seen what effects the COVID-19 pandemic will have on population growth in the region.



**Figure 3-1 Population Change (Estimated), 2010 to 2040<sup>17</sup>**

	2010 Population	2040 Population	% Change
Suisun City	28,111	31,670	13%
Solano County	413,344	510,660	24%

The U.S. Census shows projected increases of 3,559 residents in Suisun City and 97,316 for Solano County for the period between 2010 and 2040. This represents a faster rate of growth for the county than the city (24% versus 13%). Even though there is an increase in the population in the city, the population density remains similar between 2010 and projected data for 2040 as shown in Figure 3-2 and Figure 3-3.

<sup>16</sup> <https://www.census.gov/quickfacts/fact/table/suisuncitycitycalifornia/PST045219>

<sup>17</sup> Metropolitan Transportation Commission (MTC) and Association of Bay Area Governments (ABAG) “Projections 2017,” February 2018.

Figure 3-2 Population Density 2010

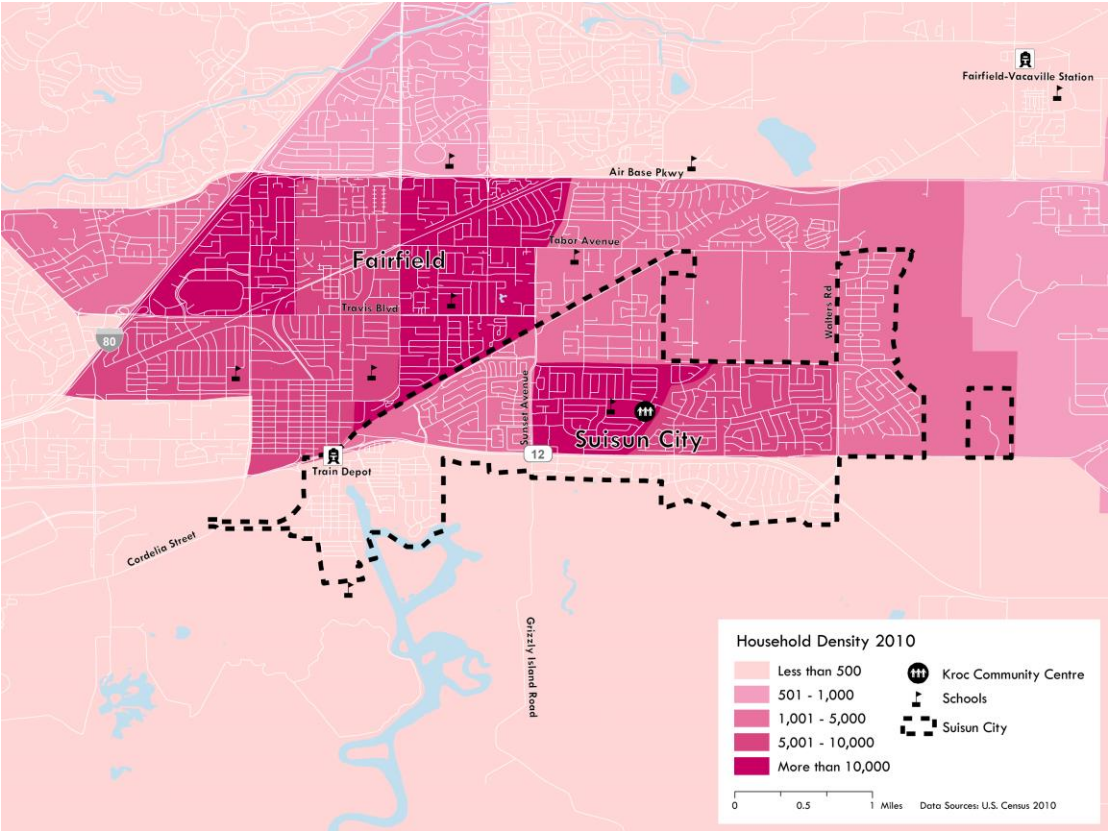
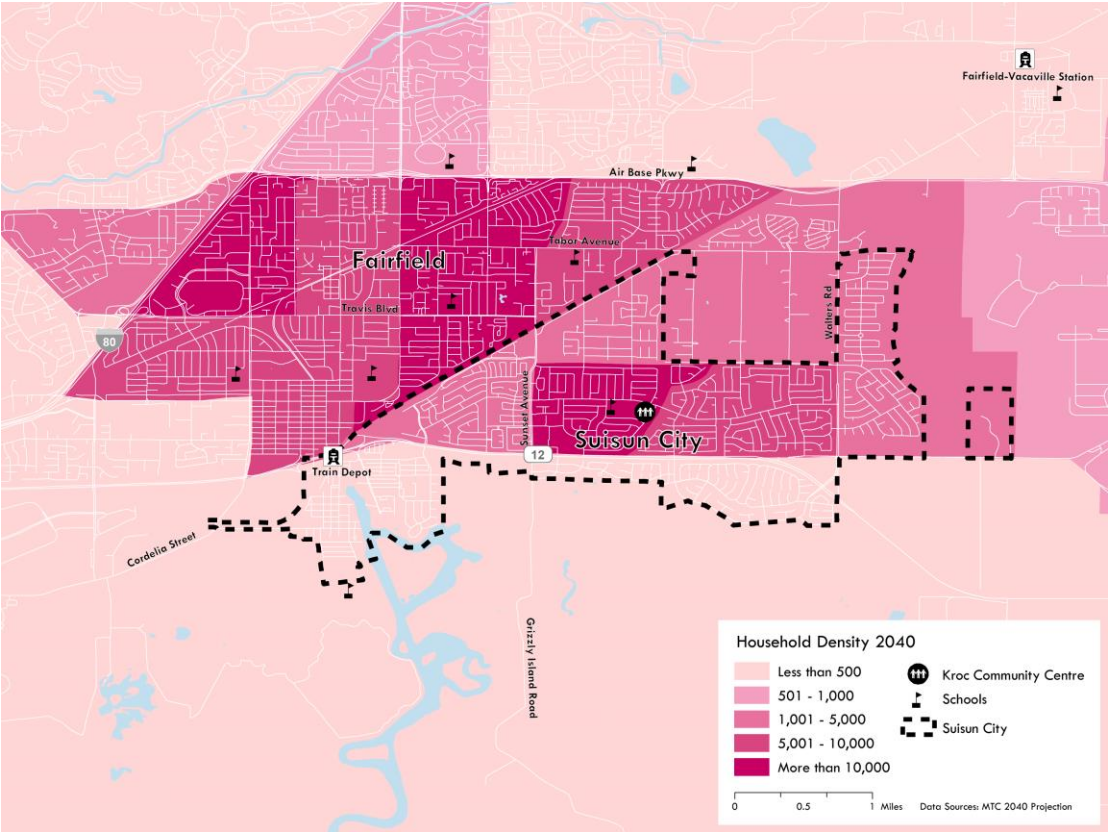


Figure 3-3 Population Density 2040



As shown in Figure 3-4, by 2040, the total number of household units in the city is expected to grow by 12%, which is less than the projected growth at the county level.<sup>18</sup> The 2018 regional fire in Butte and Shasta counties, and presumably subsequent regional fires, may create rising demand for Solano County housing and also additional costs for home building and other construction projects in the future.<sup>19</sup>

**Figure 3-4 Household Unit Growth (Estimated) 2010 to 2040**

	2010	2040	% Change
Suisun City	8,900	10,000	12%
Solano County	141,700	169,300	19%

**Figure 3-5 Average Household Size (Estimated) 2010 to 2040**

	2010	2040	% Change
Suisun City	3.15	3.16	0.3%
Solano County	2.83	2.91	3.0%

Moreover, per Plan Bay Area 2040, there will be an estimated growth of 1,100 households between 2010 and 2040. With the increase in absolute number of households, the change in growth for the average household size is higher for the county compared to the city,<sup>20</sup> but the size of the average household remains larger in the city than in the county.

Suisun City and Solano County have a much higher proportion of households living in single-family units than in multi-family units. In 2010, single family homes represented the largest housing type in the city with 86% of all housing units, most of which were detached (97%). The majority of the multi-family structures consisted of five or more units and less than 2% represented mobile homes.<sup>21</sup> According to **Error! Reference source not found.** and Figure 3-9, the city is expected to have an increased household density by 2040 specifically in the eastern and north-center parts.

**Figure 3-6 Residential Housing Type (Estimated) 2010 to 2040<sup>22</sup>**

	Single-Family Households			Multi-Family Households		
	2010	2040	% Change	2010	2040	% Change
Suisun City	8,145	8,190	1%	975	1,000	3%
Solano County	108,185	126,885	17%	32,995	35,385	7%

<sup>18</sup> Plan BayArea 2040 [http://2040.planbayarea.org/files/2020-02/Land\\_Use\\_Modeling\\_PBA2040\\_Supplemental%20Report\\_7-2017.pdf](http://2040.planbayarea.org/files/2020-02/Land_Use_Modeling_PBA2040_Supplemental%20Report_7-2017.pdf)

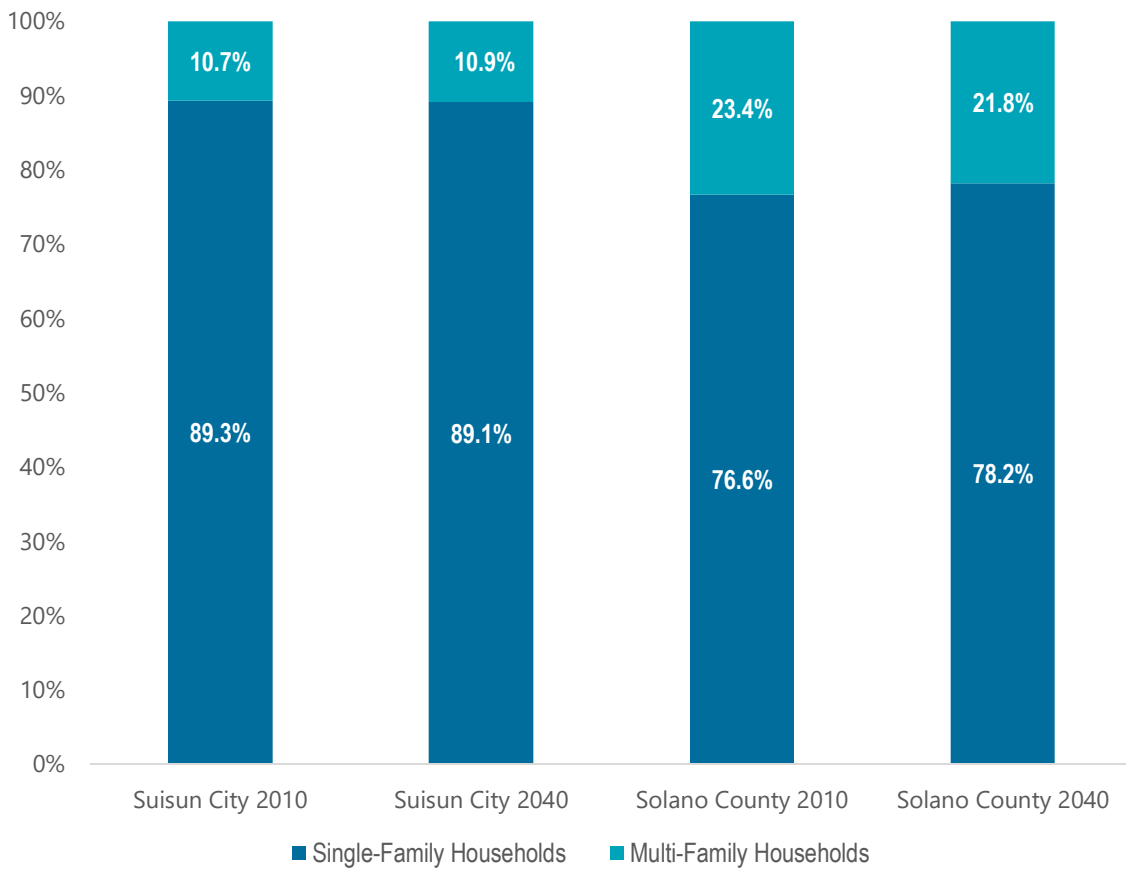
<sup>19</sup> <https://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=30327>

<sup>20</sup> Ibid.

<sup>21</sup> City of Suisun City, California – Housing Element: <https://www.suisun.com/departments/development-services/planning/general-plan/housing-element/>

<sup>22</sup> Ibid.

**Figure 3-7 Ratio of Multi-Family to Single-Family Housing (Estimated), 2010 to 2040<sup>23</sup>**



<sup>23</sup> Ibid.

Figure 3-8 Household Density 2010

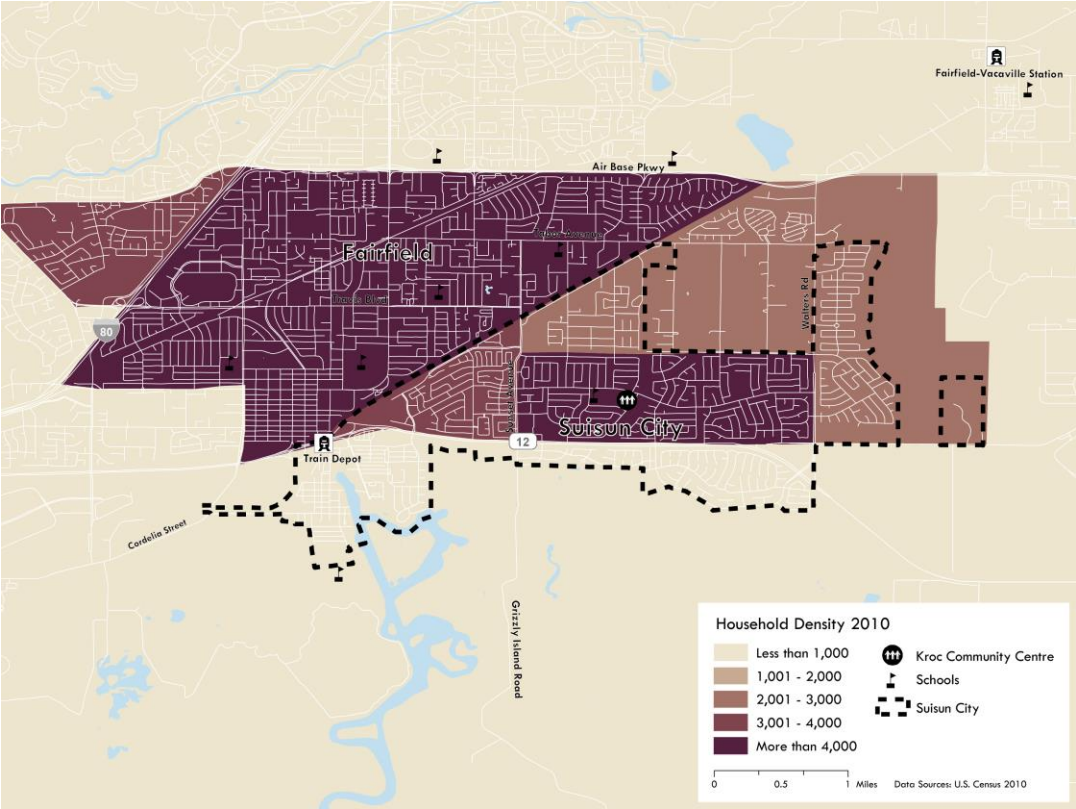
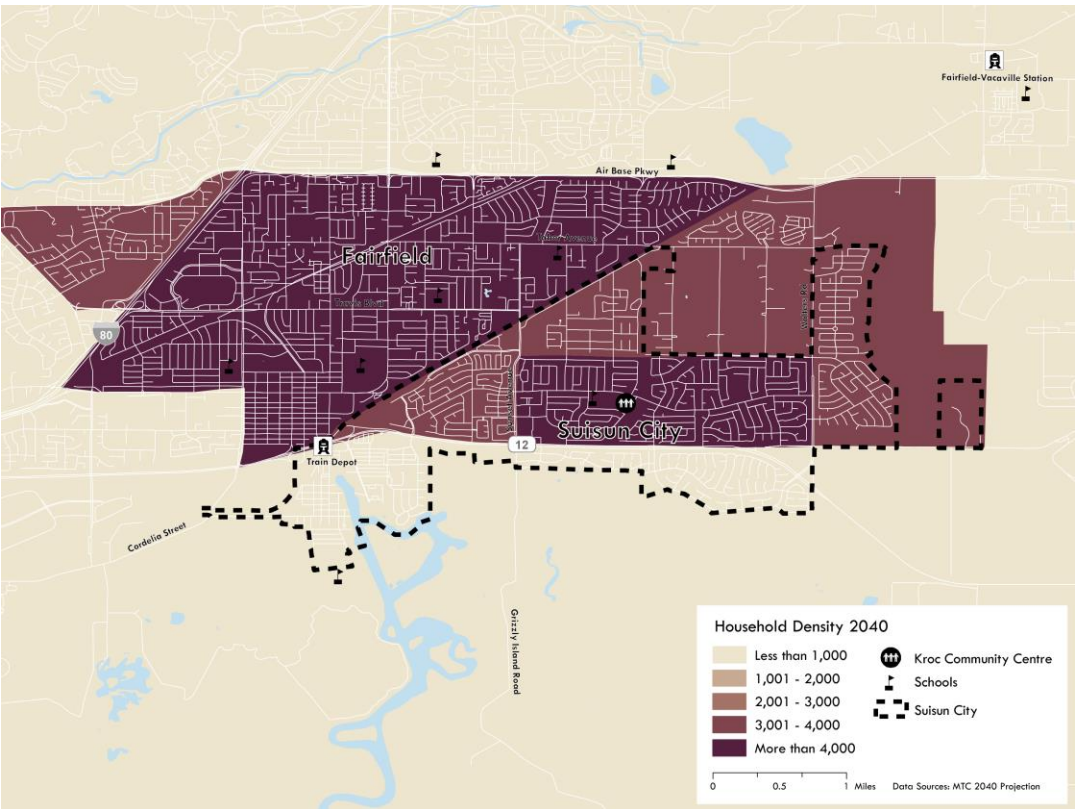


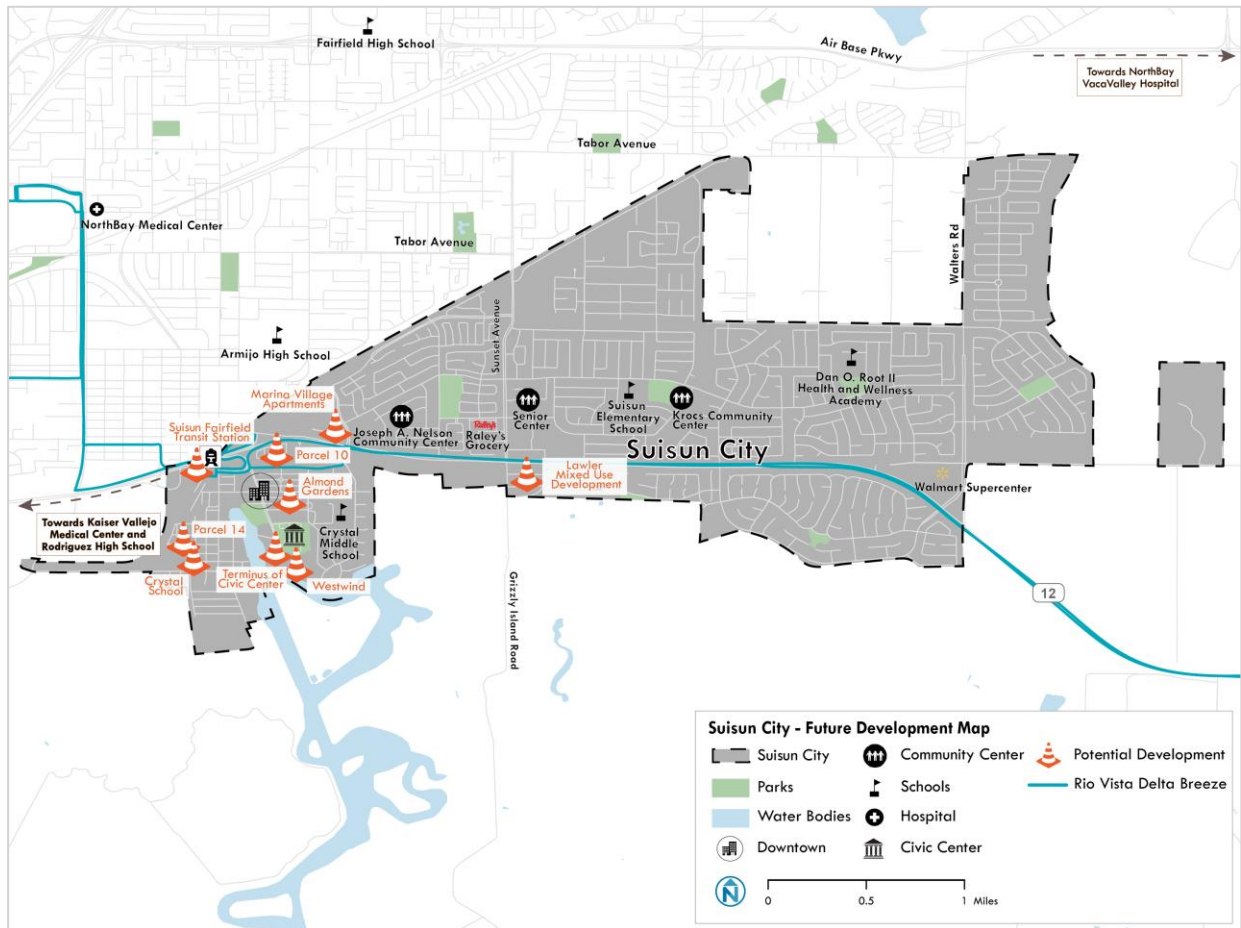
Figure 3-9 Household Density 2040



## Future Development

Several new developments and construction are planned for the west and east side of Suisun City in the near future. These include development of Priority Development Areas, housing, and circulation improvements. These will have as yet undetermined impacts on congestion and transportation.

**Figure 3-10 Potential Future Development Map**



# Income and Poverty Status

## Poverty Status

The U.S. Census Bureau determines poverty level using a set of income thresholds that vary by family size and age of household members. There are 48 different poverty thresholds based on household composition. If a family's income is less than the relevant poverty threshold, then that family and every individual in it is considered to be living in poverty. As per American Community Survey (ACS) estimates, Suisun City has a poverty rate of 9.2%<sup>24</sup>, similar to that of Solano County's 9%<sup>25</sup>. For the year 2021, the federal poverty level for a family of four was set at an annual income of \$26,500 or less.



The MTC definition of poverty for the Bay Area is less than 200% of Federal Poverty Level. As shown in Figure 3-12, 23% of residents in Suisun City have an income below 200% of the poverty level, compared with 27% at the county level.

## Household Income

The median household income in Suisun City is approximately \$83,320. As shown in Figure 3-11, the city's median household income is slightly higher than the county as well as the state of California (which is \$75,235).

**Figure 3-11 Poverty Status and Median Household Income (ACS 2015-2019 5-Year Estimates)**

	Below 200% of the Poverty Level	At or Above 200% of the Poverty Level	Population For Whom Poverty Status is Determined	Median Household Income
Suisun City	23%	77%	29,375	\$83,320
Solano County	27%	73%	424,465	\$81,472

Data provided by U.S. Census and MTC provides complementary information for 2010 and 2040 estimates of residents' household incomes, and is mapped in Figure 3-12 and Figure 3-13. Unlike the ACS, MTC data does not reflect household size and divides household incomes into quartiles: under \$30,000; \$30,000-\$60,000; \$60,001-\$100,000; and more than \$100,000. The most closely aligned range to the 200% of federal poverty level was based on the first two quartiles, i.e., households making \$60,000 a year or less. This data shows that in 2010, more than 60% of households in Suisun City had incomes below \$60,000. By 2040, this is expected to change.

<sup>24</sup> <https://www.census.gov/quickfacts/fact/table/suisuncitycalifornia/PST045219>

<sup>25</sup> <https://www.census.gov/quickfacts/fact/table/solanocountycalifornia/INC110219>

A comparison of Figure 3-12 and Figure 3-13 illustrates citywide decreases between 2010 and 2040 in the households with incomes below \$60,000. The greatest decrease in households with incomes below \$60,000 is projected to be in the northern area of the city where projected increases for household densities are high. The area south of Highway 12 (outside the city boundary) consists of larger geographical blocks which distort the results and representation on the maps, making that area appear to have a higher proportion of low-income people than City and STA staff have previously determined.

Figure 3-12 Income below \$60,000 – 2010

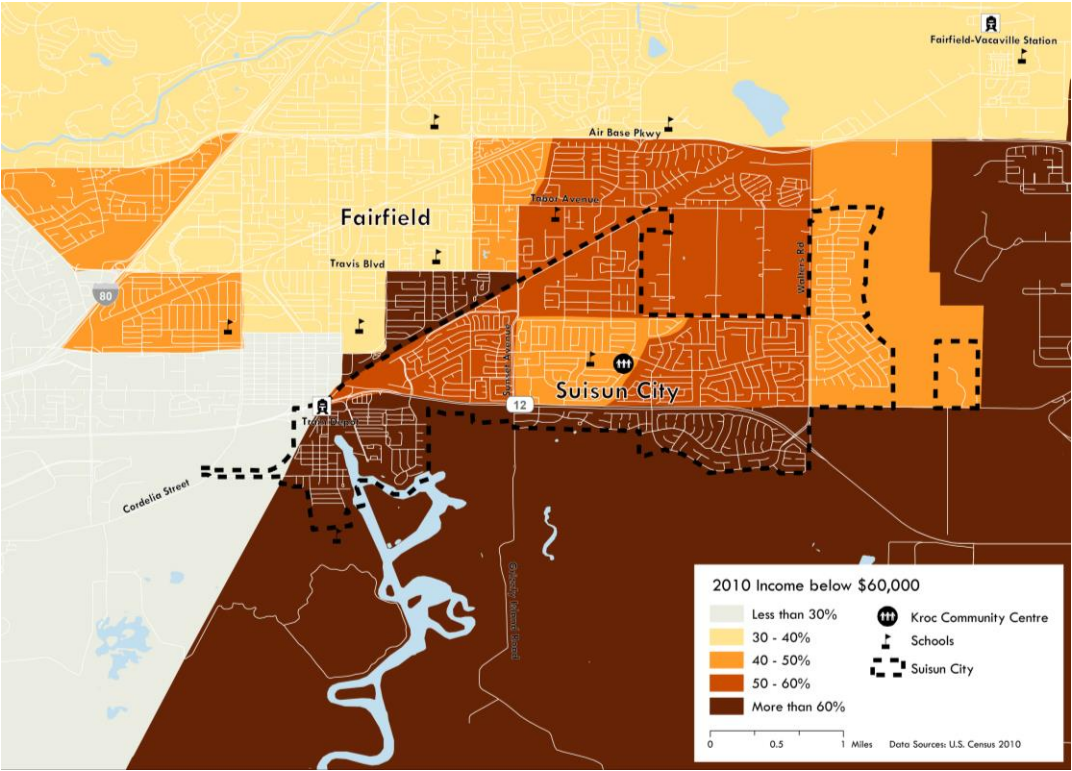
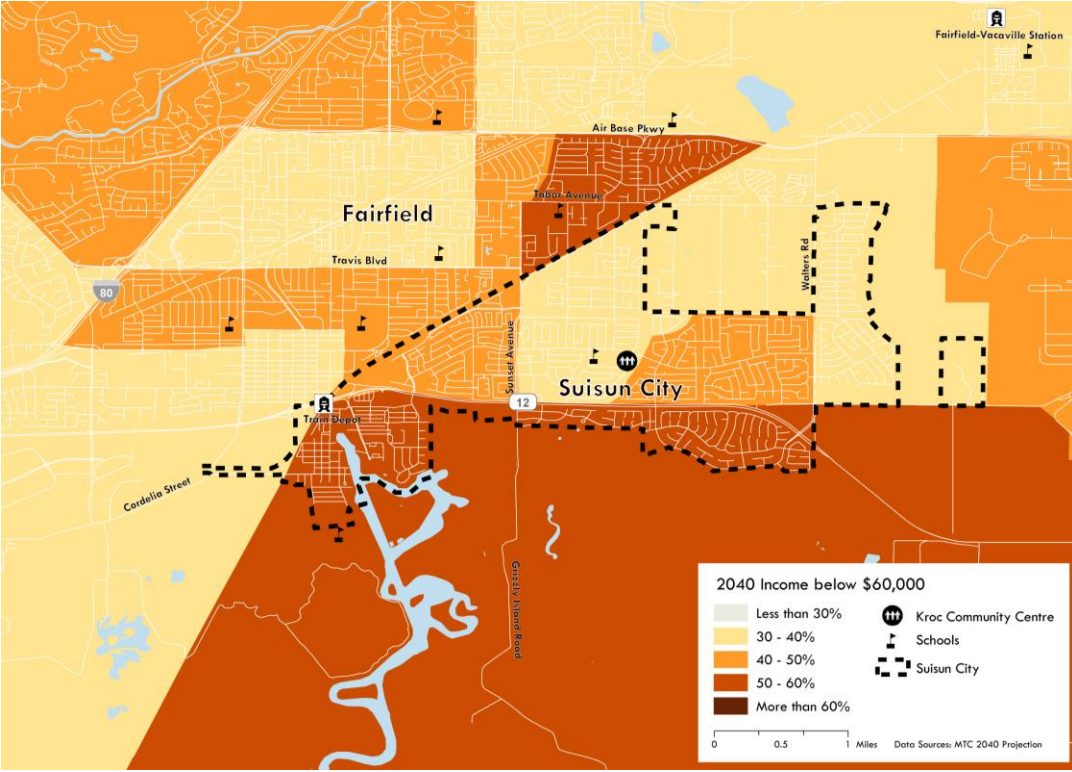


Figure 3-13 Income below \$60,000 – 2040



## Race and Ethnicity

Suisun City is much more racially and ethnically diverse than the county as a whole. The two largest groups of residents in Suisun City identify as Hispanic/Latino and White at 27% and 26%, respectively. The next largest group is African American (21%), followed by Asian at 20%. The group with the highest percentage at the county level is White (38%). Suisun City ranks second in terms of the Most Diverse Cities in California, per STA's Equity Working Group. Figure 3-14 shows the race and ethnicity proportions at the city and county levels.

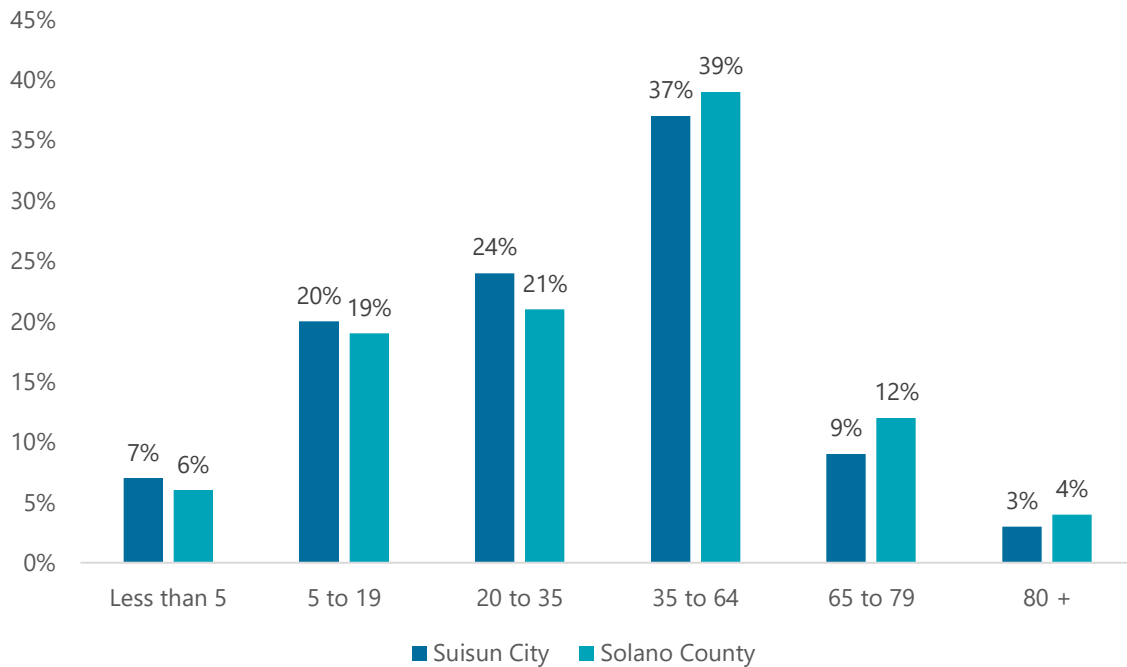
**Figure 3-14 Race and Ethnicity, by Geography (ACS 2015 – 2019 5-Year Estimates)**

	Suisun City	%	Solano County	%
Hispanic/Latino	7,910	27	116,869	26
White	7,666	26	168,060	38
African American	6,169	21	59,652	14
Asian	5,785	20	66,247	15
Two or more races	1,608	5	24,201	5
Native Hawaiian/Pacific Islander	107	0	3,911	1
American Indian/Alaska Native	107	0	1,254	0
Some other race alone	136	0	1,635	0
Total	29,488	100	441,829	100

## Age Distribution

As shown in Figure 3-15, the population of Suisun City skews slightly younger than the county.

**Figure 3-15 Age Distribution (2015-2019 5 Year ACS Estimates)**



The older adult population (age 65 and older) in Suisun City accounts for 12% of the city's population, compared to 16% for the county. There are 65 Assisted Living Facilities in the Suisun City area, with five in Suisun City and 60 in nearby areas.<sup>26</sup> The city and county are expecting growth in the older adult population which is consistent with national trends. This is reflected in the geographic distribution of older adults as shown in Figure 3-17 and Figure 3-16.

To note and as mentioned earlier, due to a few larger geographical blocks outside the city boundaries, the map distorts the results by suggesting that the seniors represent more than 25% of the population for the 2040 Projections.

<sup>26</sup> <https://www.caring.com/senior-living/assisted-living/california/suisun-city>

Figure 3-16 Senior Population (Age 65+) – 2010

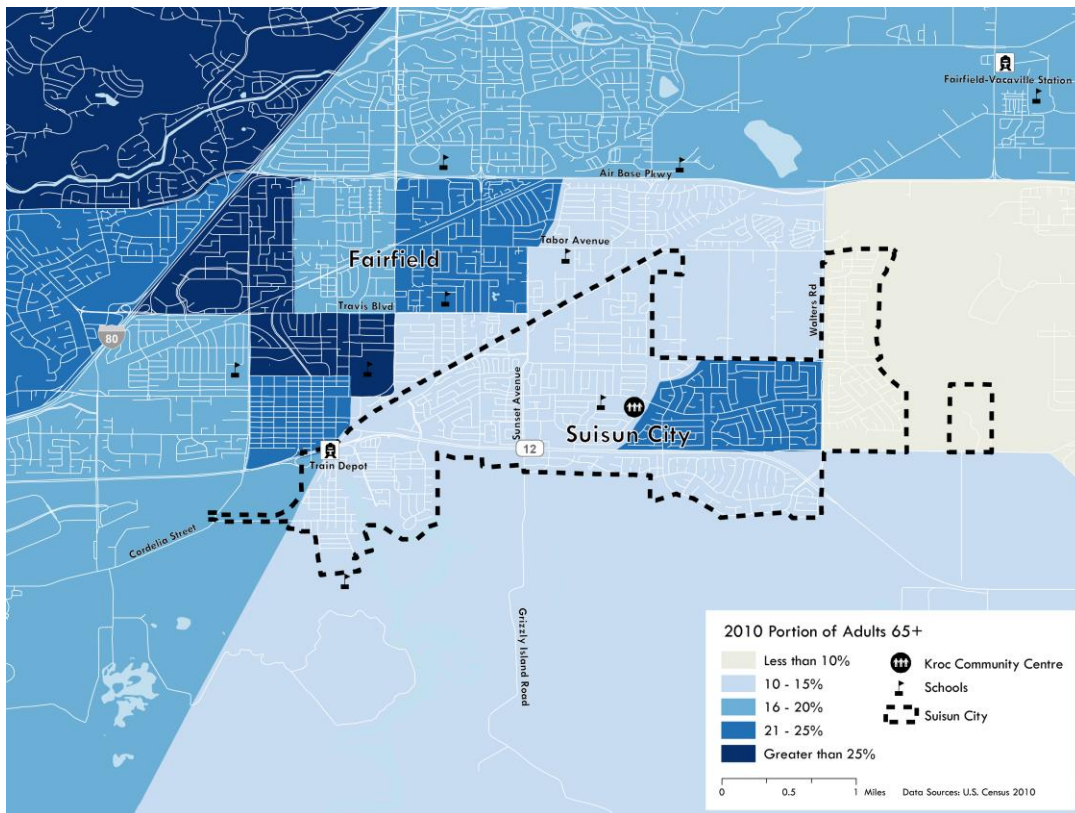
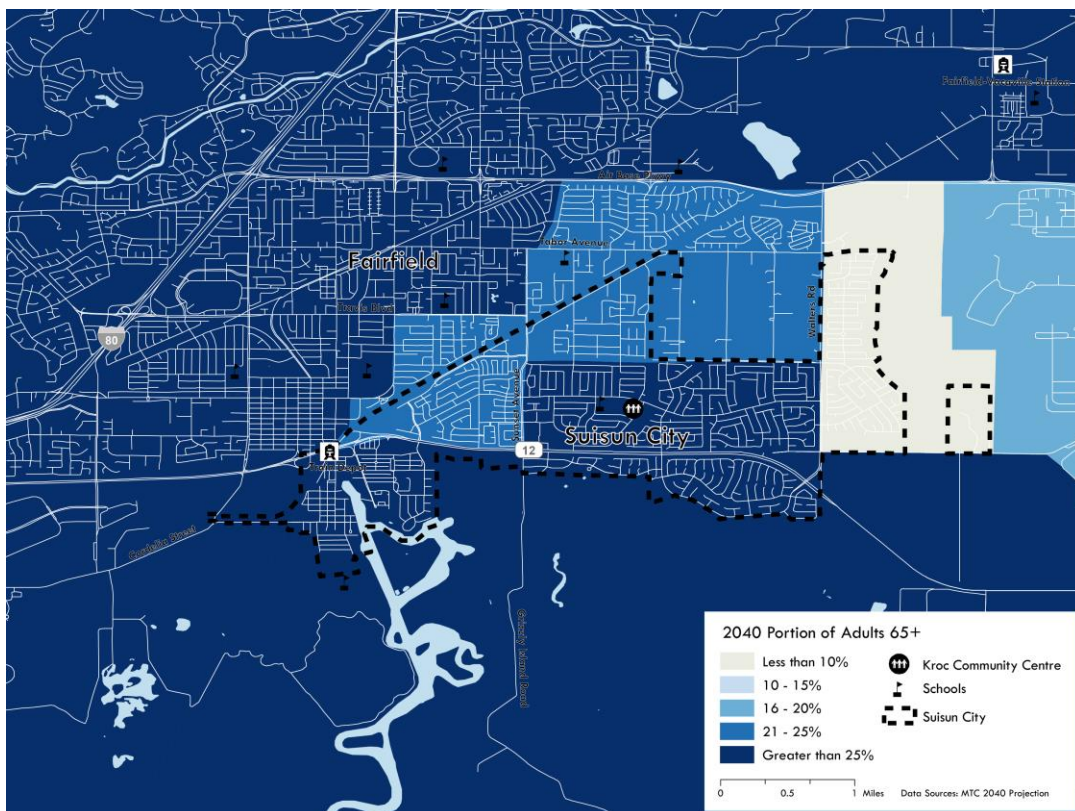


Figure 3-17 Senior Population (Age 65+) – 2040



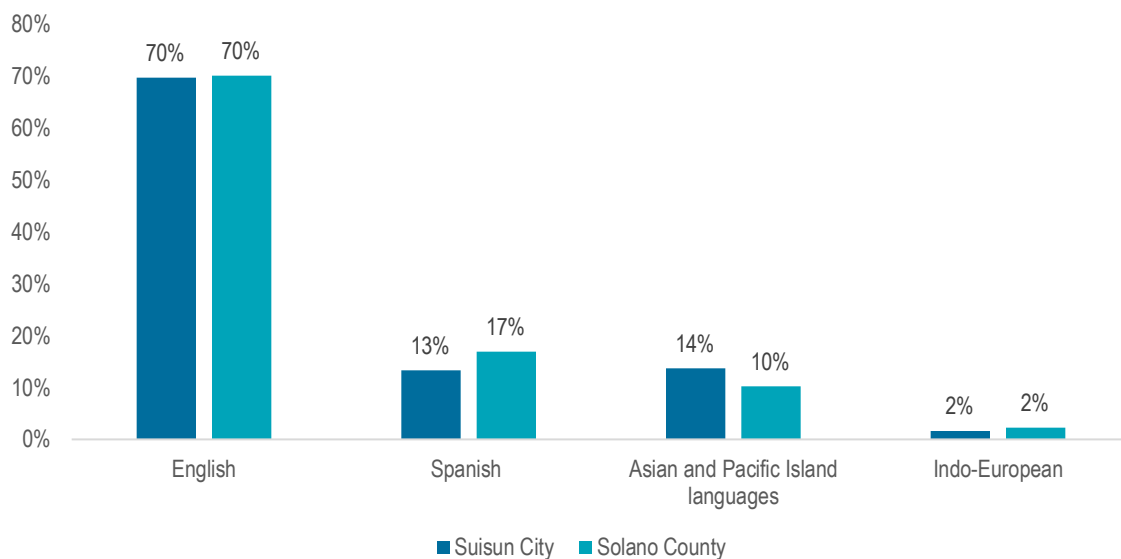
## Disability

In Suisun City, approximately 12.5% of the population has a physical disability, which is similar to the rate at the county level. Residents' major disabilities within Suisun City include "ambulatory disability," which prevents or impedes walking, and "independent living difficulty." These disabilities are common among the older adult population.

## Language

Nearly 70% of Suisun City's residents speak English as their primary language at home. Asian and Pacific Island languages are the second most common languages spoken in Suisun City, these languages are spoken by about 14% of the population (or approximately 3,932 people). This is slightly higher than the proportion of Spanish-speaking households across the city (13%). At the county level, the situation reverses as 17% of residents speak Spanish at home and 10% speak Asian and Pacific Island languages.

**Figure 3-18 Language Spoken at Home, Five Years or Older (2015-2019 5 Year ACS Estimates)**



## Linguistic Isolation

Another important language measure is linguistic isolation. As defined by the Census Bureau, "a household in which all members aged 14 years and over speak a non-English language and also speak English less than "very well" (have difficulty with English) is 'linguistically isolated.'" In Suisun City, 11% of households are considered to be linguistically isolated. The portion of the linguistically isolated at the city level is similar to that at the county as inferred from Figure 3-19. About 70% of the households in Suisun City speak English which is similar

to the county level. Aside from English, Spanish and Tagalog are the two most common languages spoken at home.<sup>27</sup>

**Figure 3-19 Population Language by Linguistic Isolation (2015-2019 5 Year ACS Estimates)**

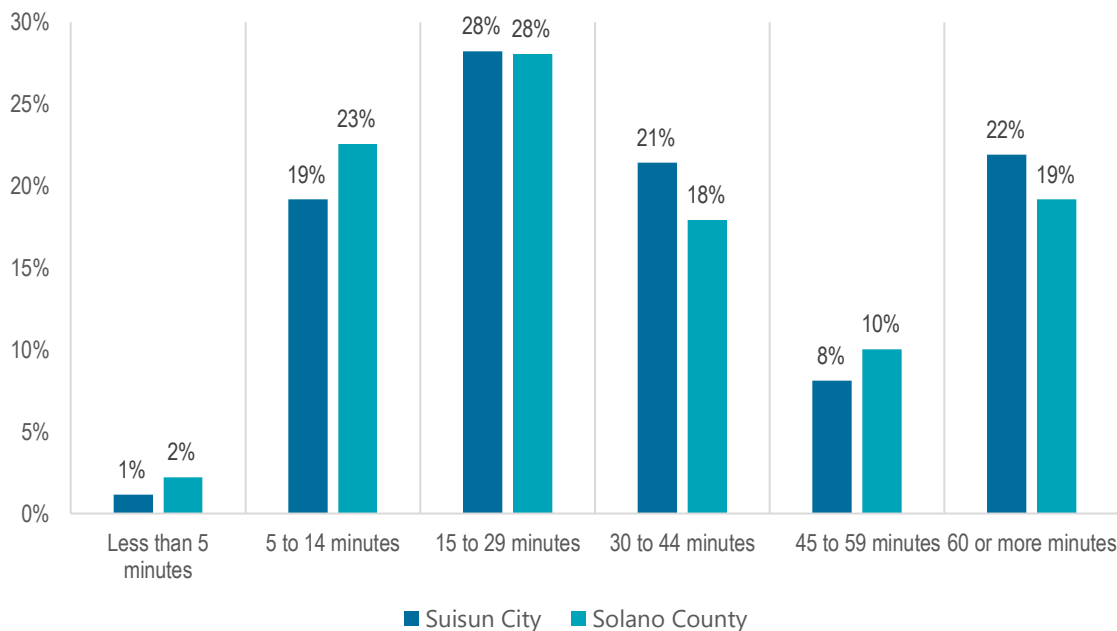
	Suisun City	%	Solano County	%
English	19,224	70%	290,788	70%
Non-English, Not Linguistically Isolated	5,292	19%	76,021	18%
Non –English, Linguistically Isolated	3,055	11%	48,222	12%

## Transportation-Related Demographics

### Commute Information

Approximately 17% of the population in Suisun City and 13% in the county have morning commute departure times between 7:00 a.m. and 7:29 a.m., which is the most common departure time.<sup>28</sup> As shown in Figure 3-20 about 28% of the population's travel time to work in the city and county is 15 to 29 minutes. It is also significant that 22% of City commuters travel 60 or more minutes to work.

**Figure 3-20 Travel Time to Work**



<sup>27</sup> <https://www.neighborhoodscout.com/ca/suisun-city>

<sup>28</sup> U.S. Bureau (2015 - 2019). *time of departure to go to work, 2015-2019 ACS 5-Year Estimates*.

Additionally, driving alone is the most popular mode to get to work, with at least 77% of workers commuting this way in the city and the county (Figure 3-21).

**Figure 3-21 Commuting to Work, by Mode (2015 – 2019 5-Year ACS Estimates)**

	Workers	Drive Alone	Carpool	Public Transport	Walk	Bike	Taxi and other	Telecommute
Suisun City	14,442	78.1%	14.4%	4.2%	0.7%	0.1%	0.5%	2%
Solano County	205,287	76.5%	13.2%	3.2%	1.2%	0.3%	1%	4.5%

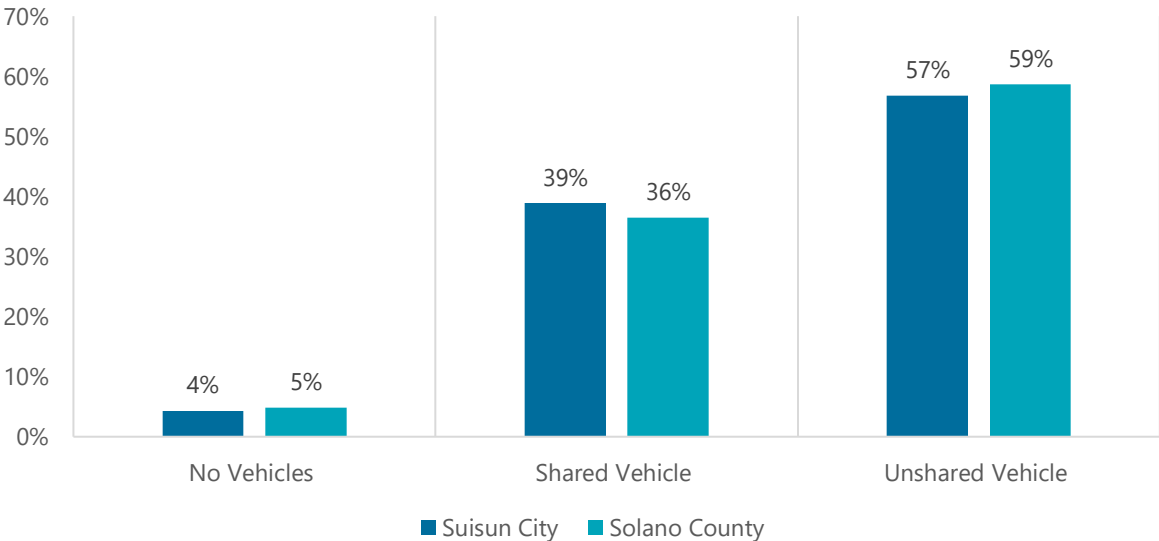
# Vehicle Availability

Approximately 4% of all households in Suisun City (about 400 of 9,310 total households) do not have access to a car. As shown in Figure 3-22, 57% of the households in Suisun City rely on privately-owned vehicles for their mode of transportation and about 39% of households utilized a shared vehicle.

**Figure 3-22 Vehicles per Household (2015 – 2019 5 Year ACS Estimates)**

	No Vehicles per Household	%	Shared Vehicle	%	Unshared Vehicle	%	Total Households
Suisun City	400	4%	3,621	39%	5,289	57%	9,310
Solano County	7,333	5%	54,637	36%	87,895	59%	149,865

**Figure 3-23 Percent of Vehicles Available, By Household (2015-2019 5 Year ACS Estimates)**



In addition, Figure 3-23 illustrates similar percentages of residents in Suisun City and Solano County having zero-vehicles along with the share of percentages between the shared and unshared vehicles.

## Employment Characteristics

Employment data from Suisun City reflects 15,776 people, which is about 52% of the total population. The largest industries represented in employment in the city are Retail Trade (2,324 people), Health Care & Social Assistance (2,247 people), and Manufacturing (1,530 people), whereas the highest paying industries are Utilities (\$104,201), Mining, Quarrying, & Oil & Gas Extraction (\$77,500), and Management of Companies & Enterprises (\$76,111).<sup>29</sup>

The labor force participation consists of both employed and unemployed populations which include everyone who is age 16 and older within the reference period. Within Suisun City, the unemployment rate pre-pandemic was 6% in (Figure 3-24). According to U.S. Census ACS estimates, the unemployment rate in 2019 for Solano County was 6%, which then increased during the COVID-19 pandemic.<sup>30</sup> The Solano County unemployment rate was 8% in June 2021, up from 7% in May. This reflected improvement from June 2020, when the unemployment rate stood at 13%.<sup>31</sup> The Bureau of Labor Statistics provides the most recent estimate of unemployment (June 2021), which is available for neighboring cities of Vallejo-Fairfield but not for Suisun City.

**Figure 3-24 Unemployment Estimates<sup>32</sup>**

	Labor Force		Employed Population		Unemployment Rate	
	2015-2019	2021	2015-2019	2021	2015-2019	2021
Suisun City	15,776	N/A	14,496	N/A	6%	N/A
Solano County	223,671	204,300	207,037	188,800	6%	7.6%

Suisun City is expected to experience a 14% increase in job growth from 2010 to 2040, compared with a 16% increase at the county level (Figure 3-24). Figure 3-26 and Figure 3-27 illustrate the projected growth in areas in the center of Suisun City and neighboring areas in Fairfield that have high employment densities.

**Figure 3-25 Jobs (Estimated), 2010 to 2040<sup>33</sup>**

	2010	2040	% Change
Suisun City	2,505	2,860	14%
Solano County	130,160	150,995	16%

<sup>29</sup> Data USA Suisun Profile – Retrieved from <https://datausa.io/profile/geo/suisun-city-ca>

<sup>30</sup> Solano County 2020 Index of Economic and Community Progress. Retrieved from <https://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=34920>

<sup>31</sup> U.S. Bureau of Labor Statistics (Local Area Unemployment Statistics)

<sup>32</sup> Employment Development Department, California and U.S. Census Bureau (2019). Table S2301 Employment Status 2015-2019 5-Year Estimates. Retrieved from <https://www.labormarketinfo.edd.ca.gov/cgi/databrowsing/localareaprofileqsresults.asp?selectedarea=solano+county&selectedindex=48&menuchoice=localareapro&state=true&geogarea=0604000095&countyname>

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<sup>33</sup> [https://mtc.ca.gov/sites/default/files/Projections\\_2040-ABAG-MTC-web.pdf](https://mtc.ca.gov/sites/default/files/Projections_2040-ABAG-MTC-web.pdf)

Figure 3-26 Employment Density 2010

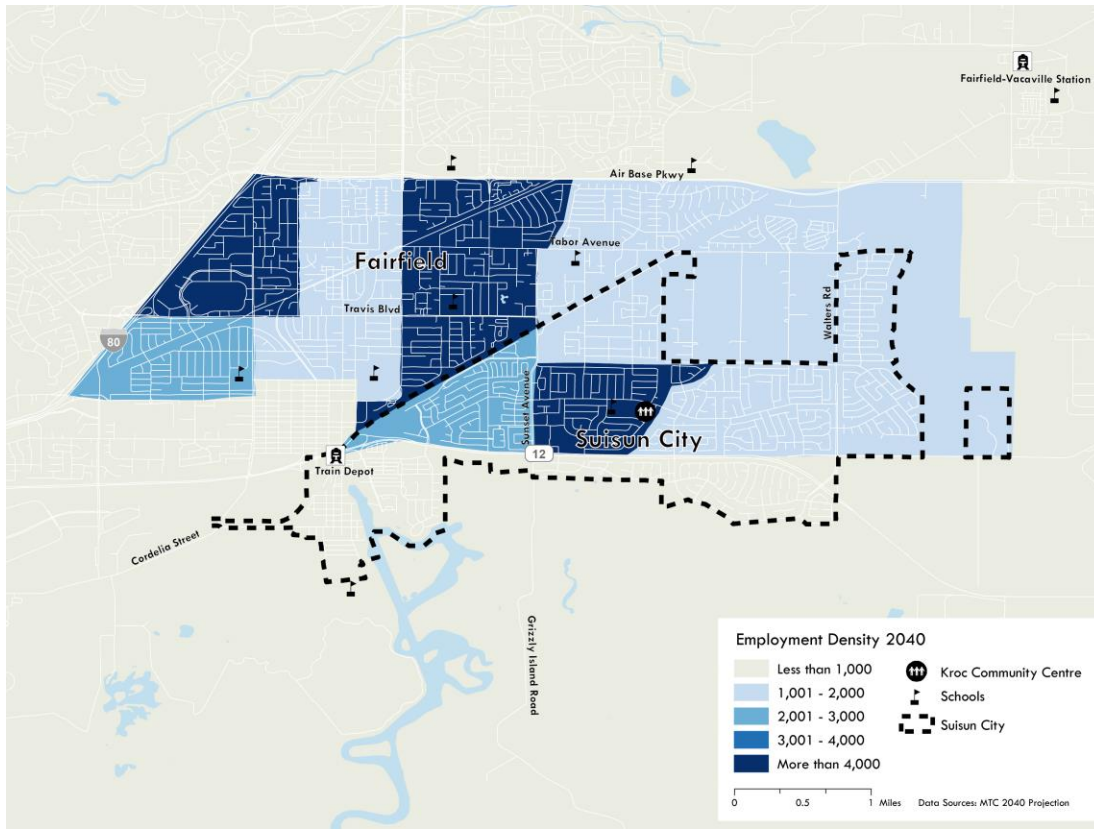
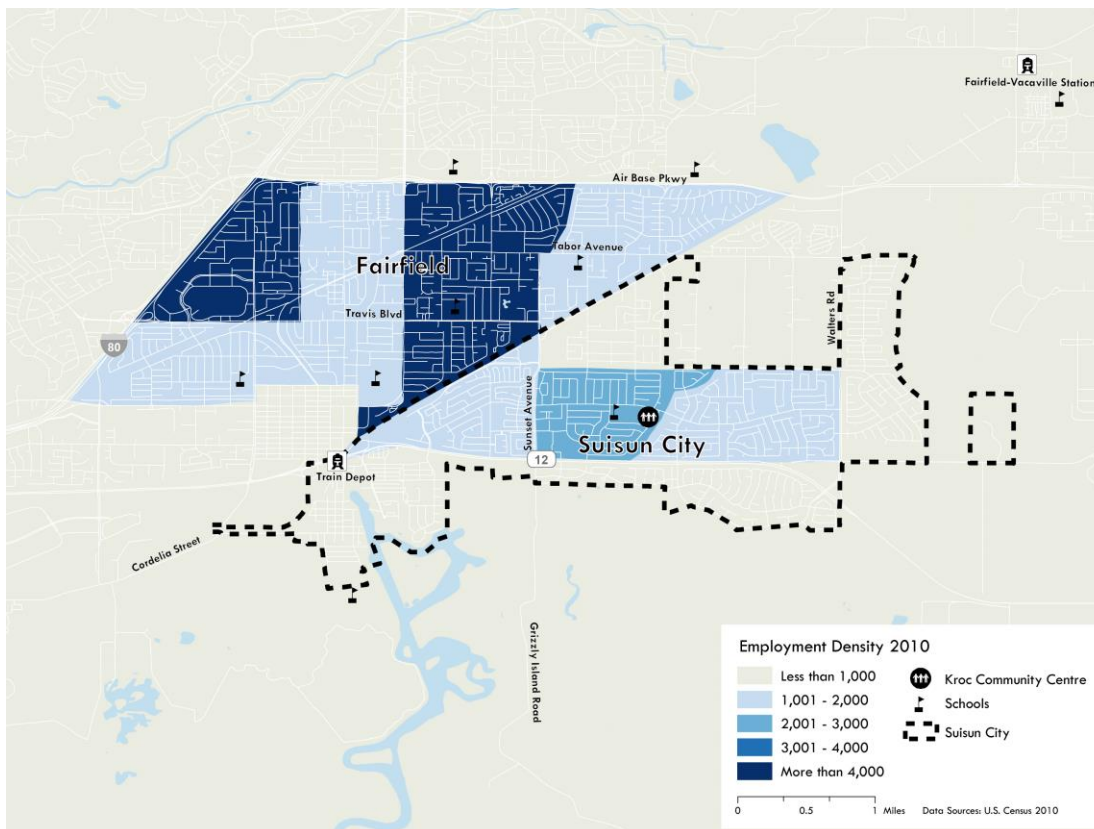


Figure 3-27 Employment Density 2040



## 4 CURRENT TRANSPORTATION INVENTORY

### Fixed-Route Transit Providers

Suisun City is served by multiple fixed-route transit providers, including Fairfield and Suisun Transit (FAST), Solano County Transit (SolTrans), Napa Valley Transportation Authority (The Vine), and the Rio Vista Delta Breeze Transit System (Delta Breeze). Fixed-Route Service in Suisun City is mainly oriented towards connecting residents to destinations outside of the city, including regional transportation hubs like the nearby Fairfield Transit Center, El Cerrito del Norte BART in Northern Alameda County, and the Vallejo Transit Center in Vallejo. At the time of this report, the majority of intracity fixed-route service is provided by FAST Routes 5 and 6, with 44 stops in Suisun City.

**Figure 4-1 Transit Providers Serving Suisun City**

Service	System Ridership	Services	Route Ridership	# of Stops in Suisun City
<b>SolTrans</b>	<ul style="list-style-type: none"> <li>Total 1,446,163</li> <li>Commuter bus 723,025</li> <li>Local bus 688,167</li> <li>Demand Response 34,971</li> </ul>	Demand Response Fixed-Route Commuter Bus	N/A	1
<b>FAST</b>	<ul style="list-style-type: none"> <li>Total 905,023</li> <li>Commuter bus 356,949</li> <li>Local bus 526,175</li> <li>Paratransit 21,899</li> </ul>	Demand Response Fixed-Route Commuter Bus	N/A	44 Stops
<b>Amtrak</b>	Capital Corridor FY 18/19 1.67 million	Intercity and Regional rail	Ridership from Suisun City Amtrak 128,369	1
<b>Greyhound</b>	16 million	Intercity Bus	N/A	1
<b>The Vine</b>	<ul style="list-style-type: none"> <li>Total 1,056,168</li> <li>Commuter bus 91,115</li> <li>Local bus 864,352</li> <li>Demand Response 103,701</li> </ul>	Demand Response Fixed-Route Commuter Bus	N/A	1

Service	System Ridership	Services	Route Ridership	# of Stops in Suisun City
Delta Breeze	10,441	Deviated Fixed-Route	N/A	2

\*Source: NTD 2019 Annual Agency Profiles

## Fairfield and Suisun Transit (FAST)

FAST provides general public fixed route service through eight local routes. Local service consists of eight routes, serving the cities of Fairfield and Suisun City. Local routes operate from 6:00 am to 8:30 pm Monday through Friday and from 9:00 am to 6:30 pm on Saturday. FAST does not



provide Sunday service. FAST is managed and operated by the City of Fairfield. Local service to Suisun City is provided by Route 5 and Route 6, with 44 stops in Suisun City.

**Route 5** serves the Fairfield Transportation Center, Amtrak Train Station, Suisun City Hall, and the Suisun Senior Center. Route 5 operates hourly on weekdays. The primary transfer point for Route 5 is the Fairfield Transportation Center.

**Route 6** serves the Solano Town Center, Adult Recreation Center, and central and east Suisun City with stops at the Suisun Senior Center and Suisun City Walmart. This route operates every hour on weekdays and Saturdays. The primary transfer point for Route 6 is Solano Town Center.

On October 19<sup>th</sup>, 2021, Suisun City Council approved changes to remove Routes 5 and 6 from Suisun City, except Route 5 will continue to serve the Suisun-Fairfield Amtrak station. These changes will take effect on January 1, 2023.

## Solano County Transit (SolTrans)

SolTrans is the public transportation provider for south Solano County. SolTrans provides local and SolanoExpress fixed routes, complementary paratransit, and subsidized Lyft programs. The agency is a Joint Powers

Authority (JPA) governed by a six-member Board of Directors, composed of two representatives from Benicia and Vallejo, Solano County's representative on the Metropolitan Transportation Commission (MTC), and a representative from the Solano Transportation Authority.



**The Green (G) Line** provides direct service from the Suisun City Amtrak/Fairfield Transportation Center to El Cerrito del Norte BART. The GX Line operates half-hourly peak-only service Monday – Friday, from 4 am - 7 am and 3 pm - 7 pm.

**The Red (R) Line** provides direct service from the Suisun City Amtrak/Fairfield Transportation Center to El Cerrito del Norte BART via the Vallejo Transit Center. The R Line operates hourly, Monday – Friday, from 6 am – 9 pm, and bi-hourly Saturdays from 9 am - 9 pm.

## Rio Vista Delta Breeze Transit System (Delta Breeze)

The City of Rio Vista operates the Delta Breeze deviated fixed-route service. Delta Breeze Route 50 provides service from the City of Rio Vista to the Suisun City Walmart, the Suisun City/Fairfield Amtrak Station, and the Fairfield Transportation Center to connect to regional bus services in Solano County. Route 50 users must call at least 30 minutes in advance, the same day or up to 7 days in advance to request a deviation within Rio Vista, Isleton, Antioch, Fairfield and Suisun City.



**Route 50** provides four roundtrips between Rio Vista and Suisun City, Monday - Friday from 5 am to 7:30 pm.

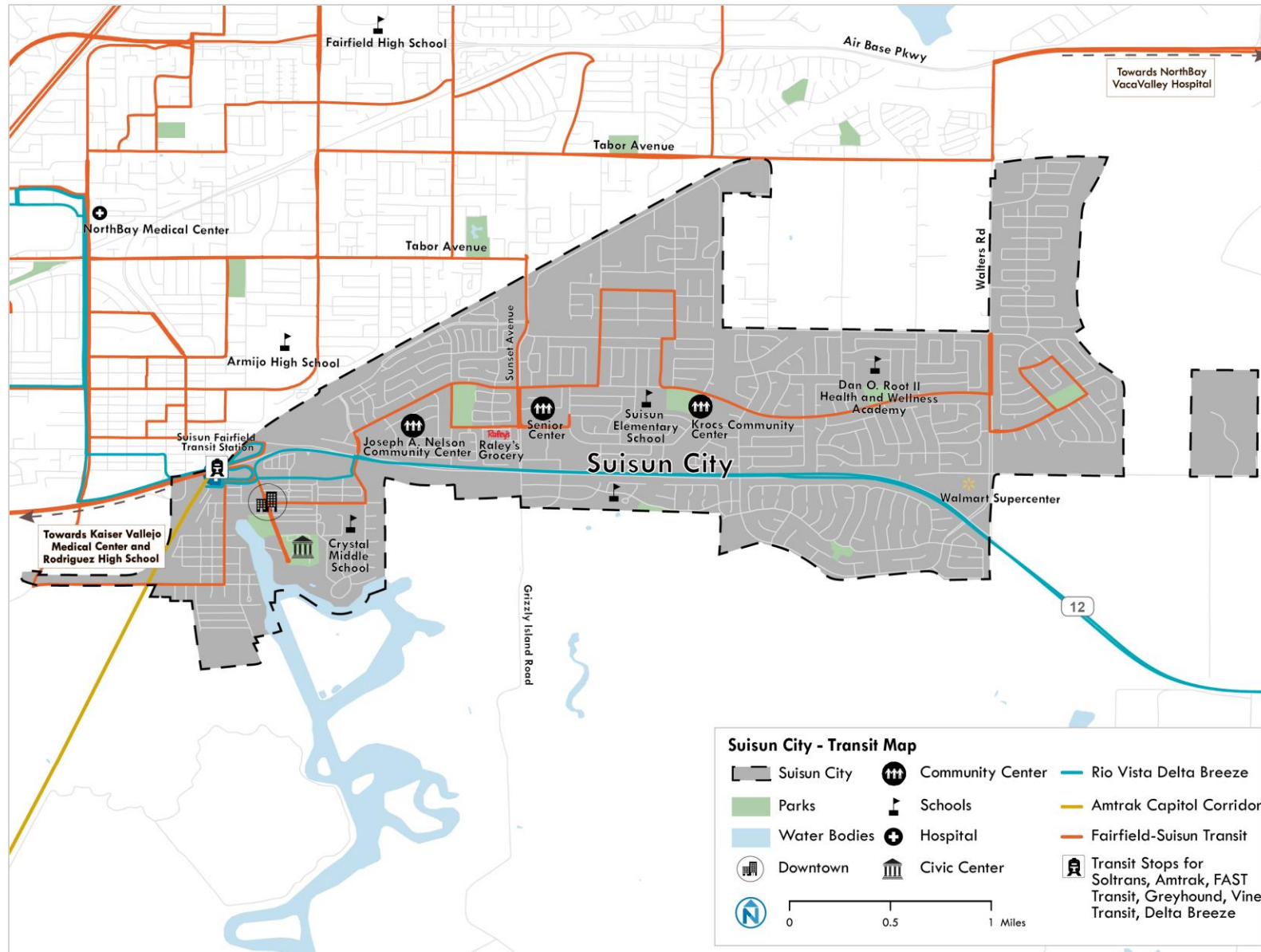
## Napa Valley Transportation Authority (The Vine)

The Vine is operated by Napa Valley Transportation Authority (NVTA) as the sole public transit provider for Napa County. The Vine operates nine local, regional, and commuter routes, in addition to paratransit, flex-route, and on-demand services



**Route 21** is the Napa-Solano Express that operates as a commuter service between Napa County and transit hubs in eastern Solano County. Route 21's only stop within the Suisun City limits is the Suisun City Amtrak Station. Route 21 runs hourly from 6 am to 7 pm Monday – Friday.

Figure 4-2 Suisun City Transit Service and Fare Structures



Service	One-Way Fares
<b>Solano Express (SolTrans)</b>	Express \$2.75 in County - \$5.00 Out of county
<b>FAST</b>	Local \$2.00 Express \$2.75 in County - \$5.00 Out of County
<b>FAST DART</b>	\$3.50
<b>Amtrak</b>	\$19 - \$35
<b>Greyhound</b>	Varies
<b>Vine Transit</b>	\$3.00
<b>Delta Breeze</b>	\$6.00 for Rio Vista to Fairfield or \$2.00 between Suisun and Fairfield

**Figure 4-3 Transit Service in Suisun City**

Provider	Route	Route	Hours of Operation	Frequency
<b>Weekday Service</b>				
Solano Express (SolTrans)	<b>R</b>	Fairfield Transportation Ctr - Suisun City Amtrak – Vallejo Transit Center - El Cerrito BART	6 am – 9 pm	60 Mins
	<b>GX</b>	Fairfield Transportation Ctr - Suisun City Amtrak - El Cerrito BART	4 am - 7 am and 3 pm - 7 pm	30 mins
FAST Transit	<b>5</b>	Fairfield Transportation Ctr to Suisun City Senior Center	5:30 am - 7:30pm	60 mins
	<b>6</b>	Solano Town Center to Lawler Ranch Park	6 am - 7:30 pm	45 Mins
Amtrak	<b>Capitol Corridor</b>	San Jose, Oakland, Sacramento, Auburn	4:30 am - 8:30 pm	60 mins /180 Mins
Greyhound	<b>Various</b>	Multiple locations	Varies	1-2 Trips per day
Vine Transit	<b>21</b>	Soscol Gateway Transit Ctr - Fairfield Transportation Ctr Suisun City Amtrak	6 am - 7pm	60 Mins
Delta Breeze	<b>50</b>	Fairfield Transportation Ctr - Suisun City Amtrak -Downtown Rio Vista	5:00 am – 7:30 pm	4 Roundtrips per day
<b>Weekend Service</b>				
SolTrans	<b>R</b>	Fairfield Transportation Center - Suisun City Amtrak – Vallejo Transit Center - El Cerrito BART	Saturday only: 9 am - 9 pm	120 Mins
FAST Transit	<b>5</b>	Fairfield Transportation Center to Suisun City Senior Center	Saturdays only: 5:30 am - 7:30pm	60 mins
	<b>6</b>	Solano Town Center to Lawler Ranch Park	6 am - 7:30 pm	45 Mins
Amtrak	<b>Capitol Corridor</b>	San Jose, Oakland, Sacramento, Auburn	4:30 am - 8:30 pm	60 mins /180 Mins
Greyhound	<b>Various</b>	Multiple locations	Varies	1 Trip per day

## Regional Transportation Services

### Regional Rail and Ferry

#### Amtrak

The Suisun City/Fairfield Amtrak station is on Railroad Avenue at the northern end of Downtown Suisun City, just west of Main Street. The station currently hosts Amtrak's Capitol Corridor Intercity Rail service.

- **Capitol Corridor** provides intercity train service with 30 daily trips between Sacramento and San Jose. Stops are made in Suisun City with frequencies between 30 minutes and 2 hours, depending on the time of day.
- **Trains terminating in Oakland** stop at the Suisun City/Fairfield Amtrak station between 6:30 am and 6:30 pm.



The Amtrak station is reachable by foot for residents living within Downtown Suisun City. For those living in other Suisun City areas, the station is accessible via FAST bus route 5, GX, SolTrans route R and Delta Breeze route 5. FAST route 5 (Saturday only) and SolTrans route R are the only local services available on weekends. The Vine Route 21 stops at the station on weekdays.

#### 2018 California State Rail Plan (CSRP)

The California State Rail Plan is a strategic plan with operating and capital investment strategies intended to facilitate a coordinated, statewide travel system. The Plan is an element in the comprehensive planning and analysis of statewide transportation investment strategies completed by Caltrans. The medium term (2027) rail plan envisions Suisun City as a connection between Sonoma-Marín Area Rail Transit (SMART) and service to Napa County. The long-term plan (2040) envisions a Solano County Hub that connects frequent service to Sacramento, Alameda, Napa, and San Francisco via a new Transbay Crossing. Figure 4-4, maps out the proposed service for 2040.



**Figure 4-4 Northern California Rail Service (2040 Vision)**



## BART



Bay Area Rapid Transit (BART) is the Bay Area's regional transit service, with stops between Millbrae, San Francisco, Richmond, Antioch, Dublin/Pleasanton, and Berryessa/North San Jose. The nearest stations to the Study Area geographically are Concord and North Concord/Martinez BART stations. Residents within Suisun City can reach the El Cerrito del Norte station via FAST Route GX and SolTrans Route R.

On weekdays, BART's first and last trains leave their origin stations 5:00 am, and 12:00 am on Monday-Friday, respectively, and 6:00 am to 12:00 am Saturday, and 8:00 am and 9:00 pm on Sunday. Trains run every 15 minutes on weekdays and every 30 minutes on weekends and nights.

## San Francisco Bay Ferry



San Francisco Bay Ferry is a San Francisco Bay Area Water Emergency Transportation Authority (WETA) service. San Francisco Bay Ferry operates six routes between San Francisco, the peninsula, Alameda, and Solano Counties.

**The Vallejo Ferry** offers daily service between Vallejo and Downtown San Francisco with select trips to Mare Island. The Vallejo Ferry is the ferry route most easily accessible to passengers from Solano and Napa counties. The Vallejo Ferry operates seven days a week, from 5:30 am – 9:30 pm weekdays and 9 am – 10 pm on weekends. In addition, 14 daily roundtrips are provided on weekdays and 8 daily roundtrips on weekends.

## Regional Bus Service

There are multiple regional bus providers. They include the SolanoExpress, which provides service to Vallejo and El Cerrito Norte BART. Delta Breeze serves BART and the Fairfield area. The Vine connects the local transit network in Napa County to east Solano County. Greyhound Intercity Bus service provides direct and connecting service to destinations within the region and throughout the country.

### SolanoExpress

SolanoExpress is managed by the intercity bus service throughout Solano County. Individual routes are operated by [Fairfield and Suisun Transit \(FAST\)](#) and [Solano County Transit \(SolTrans\)](#).

**The Red (R) Line** provides direct service from the Suisun City Amtrak/Fairfield Transportation Center to El Cerrito del Norte BART via the Vallejo Transit Center. The R Line operates hourly, Monday – Friday, from 6 am – 9 pm, and bi-hourly Saturdays from 9 am – 9 pm.

**The Green (G) Line** provides direct service from the Suisun City Amtrak/Fairfield Transportation Center to El Cerrito del Norte BART. The GX Line operates half-hourly peak-only service Monday – Friday 4 am – 7 am and 3 pm – 7 pm.





The Vine route map

## The Vine

**Route 21** is the Napa-Solano Express service, subsidized by the STA, and operates as a regional commuter service between Napa County and transit hubs in Solano County. Route 21's only stop within the Suisun City limits is at Suisun City Amtrak. Route 21 runs hourly from 6 am to 7 pm Monday – Friday.

# Additional Transportation Services & Programs

## Paratransit

FAST provides ADA paratransit service for people with disabilities who cannot ride fixed-route transit services some or all of the time through their DART Paratransit service. Advance reservations are required, and service days and hours run consistent with FAST fixed route services. DART service is provided within  $\frac{3}{4}$  mile of fixed-route bus service. The service provided 21,899 trips in 2019 pre-COVID-19.



DART eligibility is determined in accordance with the requirements of the Americans with Disability Act, which states that eligibility is strictly limited to those whose disability prevents them from using accessible fixed-route public transportation some or all the time.

Similar to the other FAST transit services, DART will stop serving Suisun City residents in January 2023. This service will be replaced with microtransit service providing door to door service for all members of the community.

## Transportation Network Companies (TNCs)

Transportation network companies (TNCs) such as Lyft and Uber have become a vital travel option for all manner of trips, although ADA vehicles are limited in certain markets. Lyft and Uber's basic service offering allows an individual party to request a private ride from origin to destination. Fare-splitting service offerings like Lyft Line and UberPool, which aggregate trips with origins and destinations along similar routes into fewer vehicles, have grown significantly in recent years, but have been partially suspended during COVID. Lyft and Uber each also have large-vehicle and luxury versions of their services. Some of the issues related to using these TNCs by the community include availability of wheelchair accessible vehicles, whether individuals are "banked", can use and have access to smart phones, and affordability. Uber provides users with an option to book trips on wheelchair accessible vehicles,



## Solano Mobility

Designated as a CTSA, in 2013, this program provides for continued, efficient dissemination of vital information to callers through the One-Stop Solano Mobility Call Center. Both the Call Center and the [www.solanomobility.com](http://www.solanomobility.com) website have the capacity to consolidate a wide range of transportation resource information from not only public transit, but also human services agencies, non-profits, and the private sector. The Solano Mobility Call Center provides “live” personalized assistance to seniors, people with disabilities, low-income residents, transit-dependent individuals, and commuters. The Call Center provides a family of transportation options such as bus, rail, ferry, shared ride, airporters, taxis, paratransit, private and non-profit transportation, and bike information.

The Center also operates incentive programs to commute more sustainably – carpooling, vanpooling, taking transit, bicycling, and walking.

The call center is funded through FTA Section 5310, State Transit Assistance Funds (STAF) and Federal Highway Administration One Bay Area Grant 3 (OBAG 3) funds, 5310 also helps fund the travel training program. Solano Mobility is sponsored by STA and offers information on navigating public transportation, utilizing rideshare programs, and planning pedestrian and bike trips.



**Learn to  
Ride Transit**

**Solano Mobility  
Travel Training**

**Solanomobility.org  
800-535-6883**

**Your Solano County Transportation Options**

### Travel Training

Solano Mobility provides free travel training to teach users how to safely and confidently use public fixed-route transit within Solano County.

Types of Travel Training available through Solano Mobility include:

- Individual or One on One training
- Group or Field Trip training
- Travel Training Video Library
- Rider's Guides for each Solano County transit operator

## Solano County Intercity Taxi Card Program

Solano Mobility operates the Solano County Intercity Taxi (ITX) Card program which is available for qualified ADA paratransit users. This program can be used for taxi rides between transit service areas and for local trips within Suisun City. Users receive pre-paid PEX debit cards to pay for eligible taxi trips. Eligible members can purchase \$100 of taxi card funds for \$40 (\$20 for low-income certified individuals). ITX cards can be loaded in person or over the phone; reservations for the program are recommended 48 hours in advance. In FY 18/19 the program was expanded to incorporate non ambulatory services to Solano County residents. Since January 2022, 235 rides have been paid for using the PEX debit card.



## Solano Older Adults Medical Trip Concierge Service

Solano Mobility supports a Medical Trip Concierge Service Program through GoGo Grandparent Technologies to provide subsidized Uber and Lyft rides for Solano County residents to get to and from medical appointments within Solano County. Users must be 60 or older, or ADA certified. Users register through the Solano

**Figure 4-5 Suisun City Medical Trip Concierge Service Ridership**

	Low Income	Non-Low income
2018-19	0	7
2019-20	110	311
2020-21	191	62
2021-22	473	149
<b>Total</b>	<b>774</b>	<b>529</b>

Mobility Call Center and schedule trips directly with GoGo Grandparent. Since April 2019, approximately 1,528 trips originated in Suisun City, and 1,310 trips have ended in Suisun City.

## Vanpool Incentive Program

On April 1<sup>st</sup>, 2021, Solano Mobility began a new subsidy program to encourage residents and employees to use vanpools to get to work. In partnership with Commute with Enterprise. Solano Mobility's vanpooling program offers commuters traveling to and from Solano County an innovative shared mobility option. New, qualifying vanpools can receive up to a \$550 subsidy in the first year to help vanpool participants reduce the cost of commuting.



## Carpooling

Solano Mobility encourages residents and workers to carpool with carpooling apps like Scoop, Waze Carpool, or Merge, which pairs commuters in advance of their trip. When commuters opt-in to a carpool, they are eligible for the Drive Less Commuter Program. Additionally, the 511 website has information on Park and Ride locations, carpool services, and recent commuter news and programs.



## Bucks for Bikes Program

Solano Mobility offers an incentive of up to \$300 for individuals who purchase a new bicycle for commuting. To qualify, applicants must live, work, or attend college in Solano County.



## First/Last Mile Program

The First/Last Mile Program is for commuters using alternate modes of transportation to get to work who are having trouble with the last leg of their trip. Solano Mobility and Lyft have partnered to provide 80% off Lyft rides up to \$25 to and from participating transportation centers in Solano County. This includes all SolanoExpress bus stops and the two Solano County train stations. Participants pay 20% of the cost of the ride plus any cost over \$25. All participants are eligible for 45 rides in one calendar month. Participants must live or work in Solano County and be over the age of 18.

Figure 4-6 First / Last Mile Program Service Map

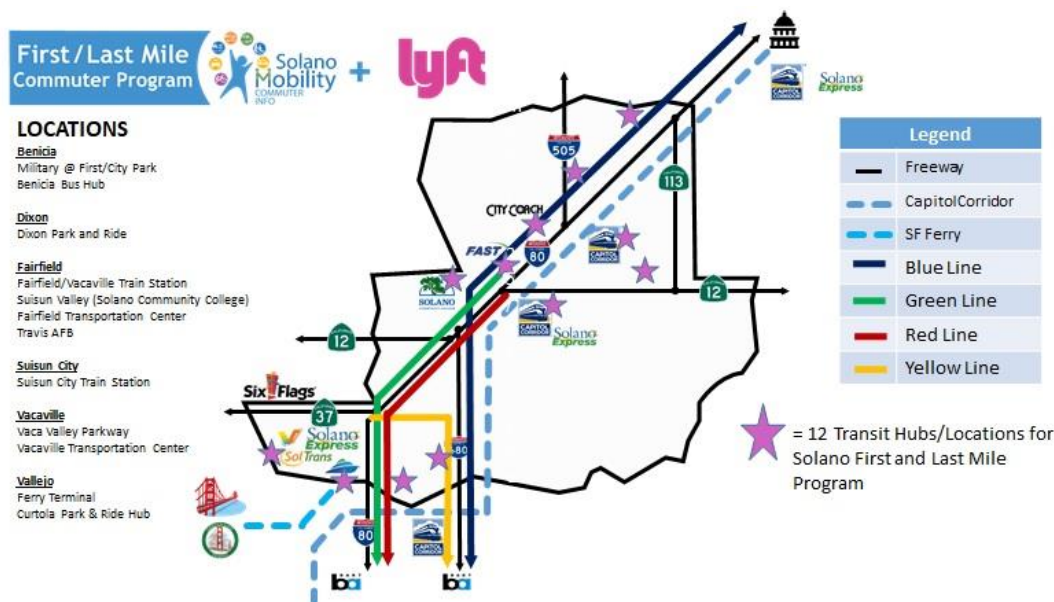


Figure 4-7 First / Last Mile Program Statistics

Year	Average Monthly Users	Trips	Subsidy	Subsidy Per Trip
2017	3.5	194	\$1,597.11	\$8.23
2018	2.4	104	\$921.77	\$8.86
2019	16.8	2,026	\$29,282.10	\$14.45
2020*	16	1,791	\$22,026.11	\$12.30
2021**	19	1,178**	\$14,146.09**	\$12.01

\*Pandemic added four new Suisun City Zones

\*\*Through April 2021

## Suisun \$2/\$3 Rides



Suisun City residents can take \$2 one-way Lyft trips within Suisun City or \$3 trips to five locations in Fairfield – Sutter Health, NorthBay Medical Center, Kaiser Clinic in Fairfield, Ole Health Clinic, and the Fairfield Transportation Center. Residents who qualify as low-income can take trips for \$1.50. Since implementation in November 2021, 706 trips have been taken through this program.

## Vehicle Share Program



In 2019, the Solano Transportation Authority purchased two wheelchair accessible vans for the Vehicle Share Program. The funding for this endeavor was provided by Yotche Dehe Winton Nation. The STA Vehicle Share Program allows vehicles to be shared amongst multiple non-profits to save cost. The Vehicle Share Program is expressly for non-profits, public or any other 501 (c) (3) organization that provides services for seniors and people with disabilities in Solano County. STA lends the vehicle, trains the drivers, and maintains the vehicle. The qualifying agency provides drivers, insurance, and fuel. STA requires insurance for general liability and insurance for hired and non-owned auto liability. The participating agencies will be able to reserve vehicles when needed.

## Older Driver Resources

The AARP (American Association for Retired Persons) conducts online safety courses for older drivers. Most courses require a time commitment of eight hours; classes are two four-hour sessions, though the program occasionally covers the course of one day. Online classes cost \$21.95 per person for AARP members and \$27.95 per person for non-members. Classroom courses are available in the region and online through the AARP website.<sup>34</sup>



## Other Transportation providers

Other transportation options available in Suisun City include:

- **North Bay Transit** – Accessible Transportation provider for Solano County
- **Local Taxi Companies**
  - Fairfield Yellow Cab
  - Fairfield Cab
  - Veteran's Taxi



<sup>34</sup> AARP (2019). *Drive Safety*. Retrieved from <https://www.aarpdriversafety.org/>

## 5 PUBLIC OUTREACH AND ENGAGEMENT SUMMARY

Nelson\Nygaard, in coordination with Circlepoint, STA, Suisun City staff, and the Project Leadership Team, conducted extensive outreach for the Community-Based Transportation Plan (CBTP). The project team was challenged by closures related to COVID and widely varying spread and perceptions during the time period of the study. The team pivoted several times in order to collect sufficient feedback from the community and stakeholders.

This chapter describes the following outreach activities:


- City Council Hearings on the elimination of FAST routes 5 and 6
- Virtual Outreach Workshop
- Suisun City Walking Tour
- CBTP Survey
- Open House at Solano Transportation Authority Headquarters

### City Council Hearing on Elimination of FAST Routes 5 and 6

On October 19, 2021, Suisun City's City Council held a hearing on the proposed elimination of FAST Bus Routes 5 and 6 within Suisun City and the FAST reduced fare local taxi program within Suisun City. Members of the project team attended the hearing to gain clarification on FAST's plans and community reaction. Some themes discussed include:

- The long wait times until TNCs show up are particularly challenging for people who are doing chain trips and have to call separately for each trip
- Alternative options for people with disabilities
- Concerns of what options there will be between the time service is cut and before new options are implemented

Figure 5-1 FAST Notice of Public Hearing



## **NOTICE OF PUBLIC HEARING**

**ON SUISUN CITY COUNCIL'S PROPOSAL TO ELIMINATE:**

- **FAST BUS ROUTES 5 & 6 WITHIN SUISUN CITY**
- **FAST REDUCED FARE LOCAL TAXI PROGRAM WITHIN SUISUN CITY**

**EFFECTIVE JANUARY 1, 2022**

**DATE/TIME: OCTOBER 19, 2021, 6:00 P.M.**

**LOCATION: SUISUN CITY COUNCIL CHAMBERS  
(701 CIVIC CENTER BLVD., SUISUN CITY, CA)**

**Please attend Public Hearing or submit comments:** By mail or in person to Fairfield and Suisun Transit, 2000 Cadenasso Drive, Fairfield, CA 94533, by fax to (707) 426-3298, visit [www.fasttransit.org](http://www.fasttransit.org) and comment under Contacts "Comment Card," or call (707) 434-3800. Details on the proposed Fairfield and Suisun Transit service changes may be obtained online at [www.fasttransit.org](http://www.fasttransit.org) or by visiting the Fairfield Transportation Center at 2000 Cadenasso Drive in Fairfield.

(707) 434-3800 | Free language assistance | Asistencia gratis en su idioma |  
Libreng tulong para sa wika | 免費語言幫助

## Virtual Outreach Workshop

On Thursday, October 28, 2021, from 6–8 p.m., the Solano Transportation Authority (STA) and Suisun City hosted a virtual public meeting to launch the CBTP for Suisun City. The project team introduced the study, noting the focus on current transit and mobility conditions, the impacts of the COVID-19 pandemic on mobility, and ways to make mobility services more accessible and efficient for residents of Suisun City, such as through microtransit. The flyer advertising the workshop is included as Appendix B. In total, there were 14 attendees who raised concerns and commented on the following:

- Desire for more bike paths that are separated from vehicle traffic
- The need for more microtransit options, including some that would not require smart phone access
- Desire for more efficient and direct connections between downtown Suisun and Fairfield
- Concerns over removal of bus routes 5 and 6, particularly for student populations who depend on the routes for travel to school
- Concerns about route reduction impacting driver employment

**Figure 5-2 Slide from Virtual Workshop**



## Suisun City Walking Tour

On Thursday, February 24, 2022, the Solano Transportation Authority and Suisun City hosted a walking tour in Suisun City. This walking tour was held to help the project team identify transportation challenges and discuss ways to make more mobility services accessible and efficient.

During the walking tour members of the project team walked through the planned route within the study area. The tour started at Suisun City Library, continued westbound on Pintail Drive, southbound on Sunset Avenue past the commercial district, crossed Highway 12 and ended on Grizzly Island Trail. This route was selected in order to incorporate quiet residential streets, narrow sidewalks, commercial areas, wide street crossings, and busy traffic. The Protocol used to solicit input from walking tour participants is included as Appendix D.

Project team members were paired with members of the community to discuss gaps and opportunities within the transportation network. Participants were asked a series of questions to guide the conversation. Community member comments highlighted pedestrian concerns related to infrastructure and solutions, traffic and roadway safety issues and solutions, and public transit familiarity and comfort level and potential public transit solutions.

Accessibility and safety were cited as big concerns for pedestrians traveling through the area, particularly the lack of audio queues for crossings, lack of lighting on sidewalks and bus stops, narrow sidewalks, and sidewalk cleanliness. Traffic and roadway safety issues varied, including construction-caused gridlock, potholes, and high speeds on Highway 12. Tour members said the most challenging aspect of riding public transit is delayed or cancelled services, followed by scheduling and lack of drivers. One participant on the tour recommended "the city should create an intra-city shuttle van service, marketed for youth and seniors. The route should serve the four quadrants of the city and should start/end at the shopping center."



**Walking Tour Flyer**

## Community Based Transportation Plan Survey

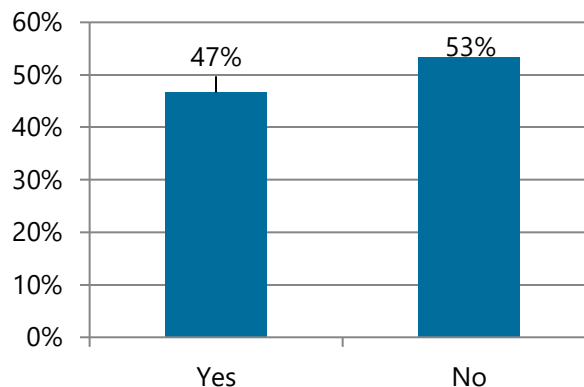
As part of outreach for the CBTP, STA and the City of Suisun City conducted a survey mailer to all households in Suisun City in English, Spanish, Khmer, and Tagalog from September 2021-May 2022. The survey garnered more than 430 responses and was promoted at local events, online, and mailed to households throughout Suisun City, thus reaching a broad swath of the community, rather than being limited to specific groups like bus or paratransit riders. This was a very substantial response for a city with a population of approximately 30,000, and the results shown below are therefore considered to be a fairly reliable indicator of opinions and preferences of Suisun City residents. The English online survey is included as Appendix E.



When asked whether they have taken public transit in Suisun City, 47% (a high percentage for a suburban area) said Yes. 61% of respondents were not aware of any of the services or incentives offered by Solano Mobility. Reasons given for not using transit were as follows:

- 63% prefer to use their own car.
- 5% can get to their destination by walking or cycling
- 11% do not know enough about transit
- 10% said the stop is too far from their home and 10% said it is too far from their destination
- 15% of respondents have difficulty using transportation because of a disability

**Figure 5-3 Percent of Respondents Who Have Taken Public Transit in Suisun City**

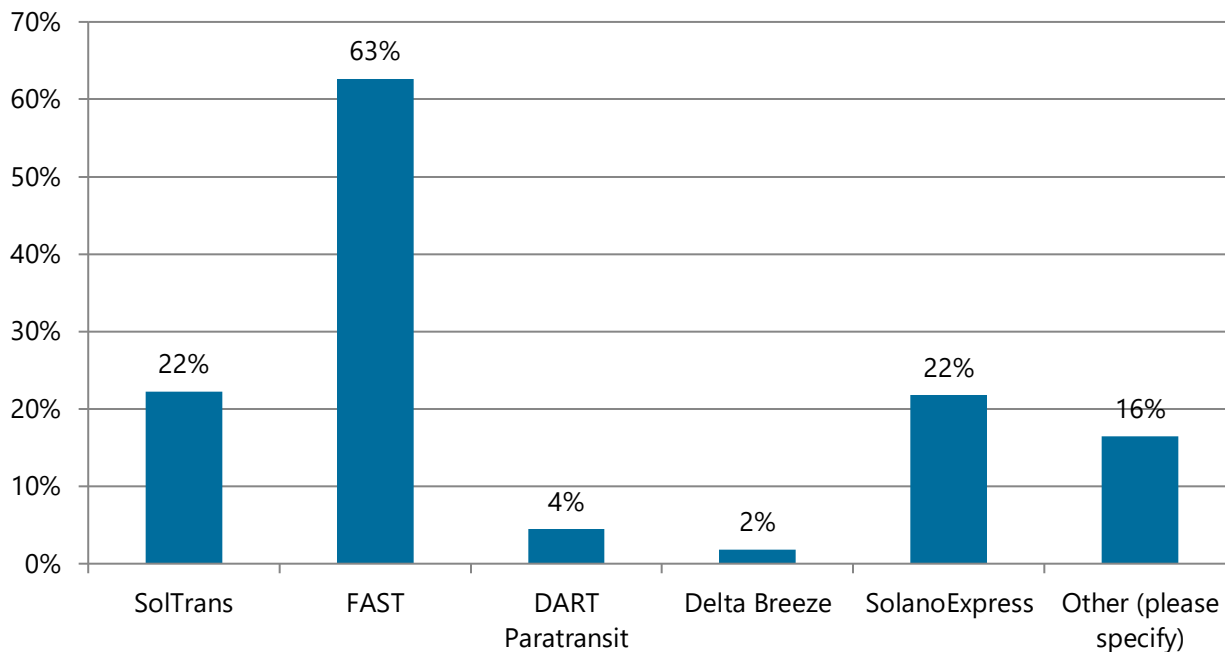


The most common destinations within Suisun City other than place of residence were shopping/errands (72%), the train station (65%), and school (52%). The most common destinations outside of the city were medical appointments (89%), sports/social recreation (84%), and work (82%).

Locations respondents would like to go to but have difficulty traveling to included:

- Airports (i.e., SFO, OAK, SJC, SMF)
- BART
- Shopping centers including the mall, Walmart, and Costco
- Other cities including Napa, Oakland, Sacramento, Vacaville, and Vallejo

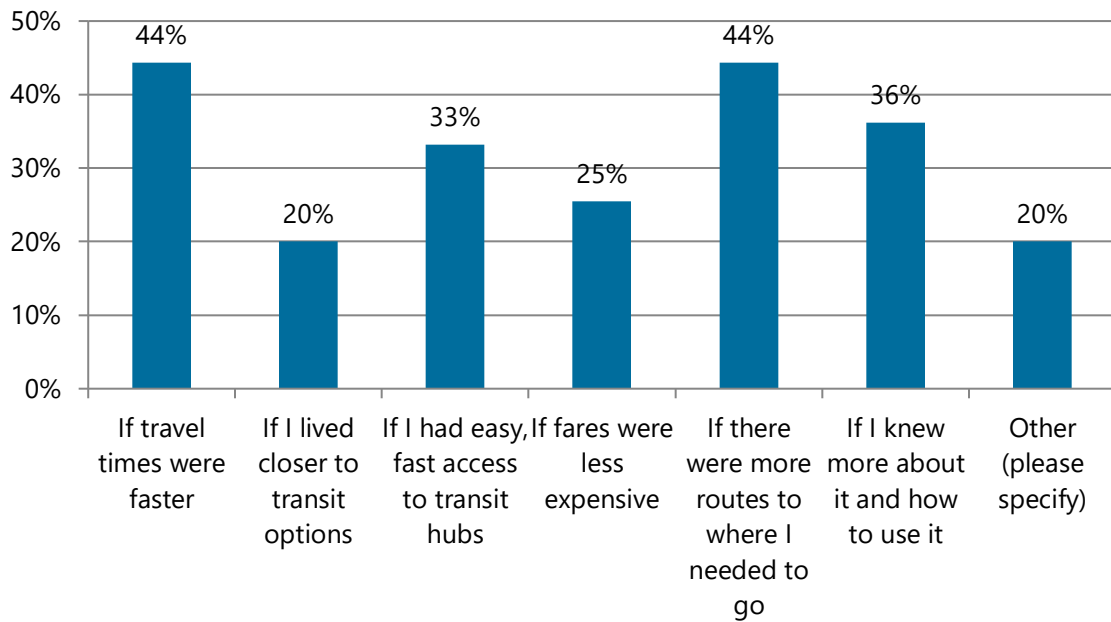
**Figure 5-4 Most Used Services by Respondents Who Use Public Transit**



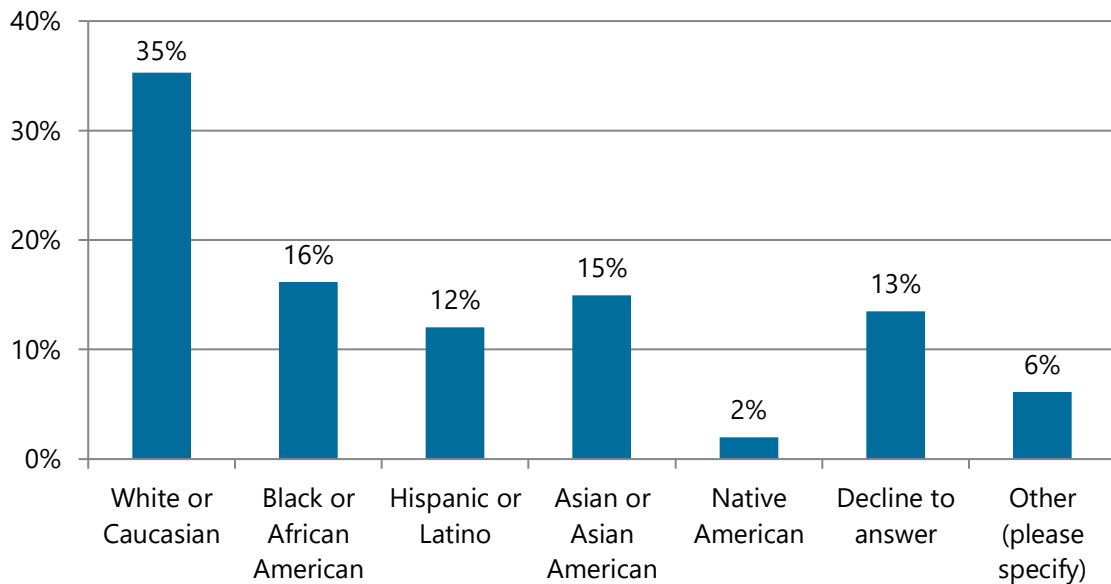
FAST had the highest share of ridership amongst survey respondents, with 63%, followed by SolanoExpress and SolTrans (Figure 5-4). 44% of respondents said that they would take transit if there were more routes that took them to where they needed to go. 44% shared that they would take transit if travel times were faster. When respondents were asked what they would suggest to improve service, the following answers were given:

- Add more frequent stops
- Add more bus routes
- Provide accessibility improvements
- Improve service reliability
- Provide more information about service updates and services
- Enhance safety and cleanliness
- Improve branding and visibility of bus stops
- Increase span to include early morning and late evening service

**Figure 5-5 What Would Encourage Respondents to Travel via Transit Instead of Driving**

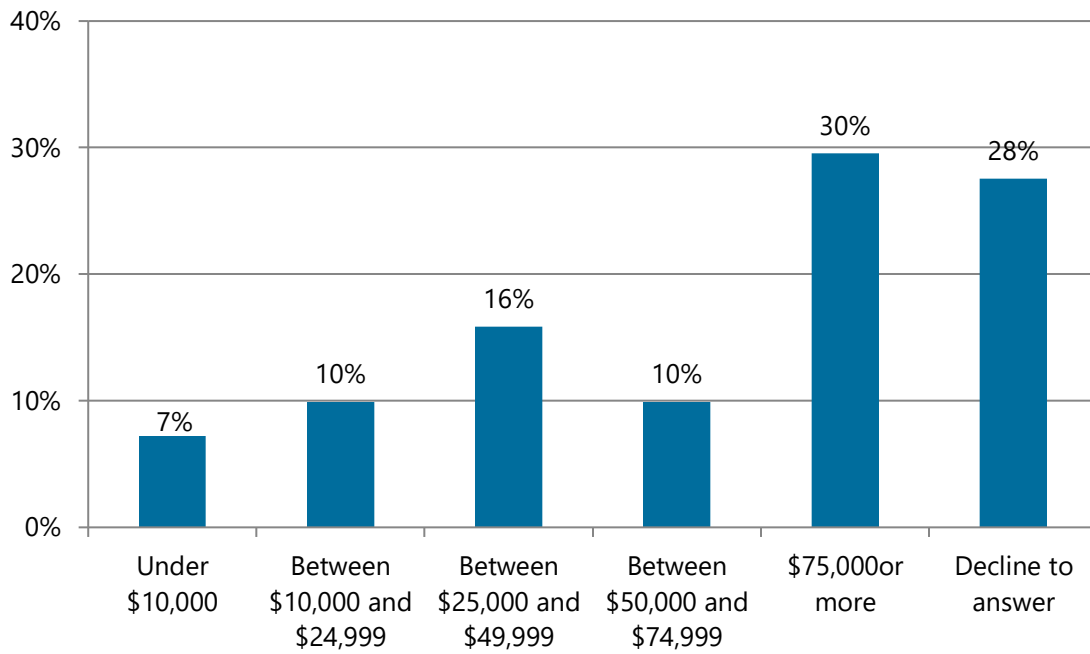


**Figure 5-6 Race/Ethnicity of Respondents**



The racial demographic distribution of survey respondents is fairly diverse, reflecting the diversity of Suisun City's population (although whites are slightly overrepresented). High-income residents also appear to be overrepresented, with the highest share of respondents from households that make \$75,000 or more a year, but with many respondents declining to share their income. About 33% of respondents had a household income of less than \$50,000.

**Figure 5-7 Respondent Household Income**



Survey tabs, excluding narrative responses, are included in Appendix F.

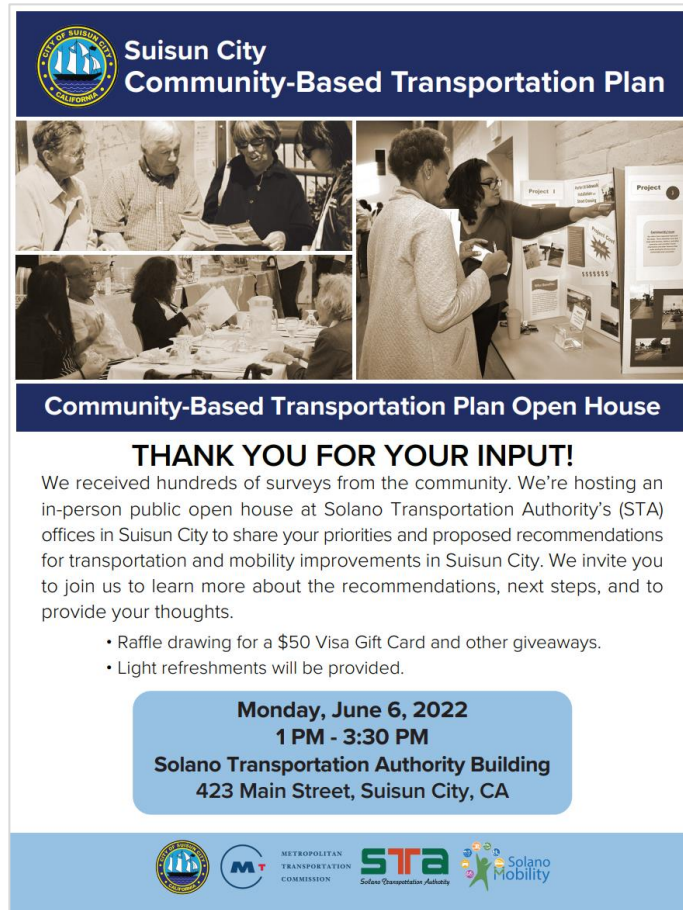
## Open House

On Monday, June 6, 2022 from 1:00–3:30 p.m. the STA hosted a public open house for the CBTP inside the boardroom at STA headquarters. The purpose of the Open House was to present potential solutions to the community and request feedback to help refine recommendations.

The format was open and informal – without a presentation or agenda. Guests were greeted in the lobby of the STA building and asked to sign in at the welcome table. Two-sided printed handouts were provided as a guide to the five interactive stations set up inside the main room with a different exhibit board designated at each. The welcome flyer and boards are included in Appendix G.

Representatives from STA, Suisun City, and Nelson Nygard were present at each station to facilitate various activities aided by educational posterboards. Staff listened to feedback and addressed questions or concerns attendees had related to transportation services and programs. A total of six (6) members of the community including Suisun City Mayor Pro Tem Alma Hernandez attended the event.

Figure 5-8 Promotional Flyer for Open House



**Figure 5-9 Open House Event**

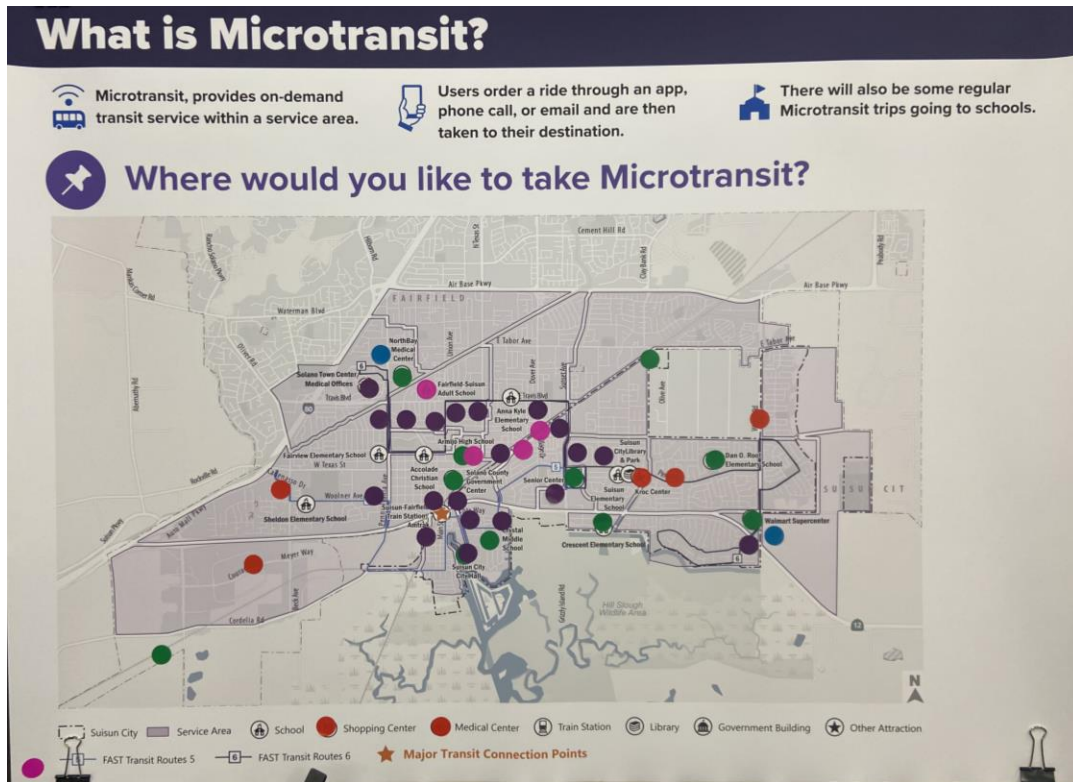
Snacks, giveaways, and free raffle entries for two \$50 Visa gift cards were offered as an incentive for local residents to participate. Hand sanitizer and masks were available and social distancing was respected for everyone's safety. All attendees were either current or former Suisun City residents; one currently resides in neighboring Fairfield. The level of familiarity with STA and partner agency mobility programs ranged from basic knowledge to strong familiarity.

## Exhibit Board Feedback

- **What is Microtransit?**
  - Attendees were asked to place a dot sticker on locations they would like microtransit to serve.
  - 37 dot stickers were placed by guests on locations throughout Suisun City, with medical and shopping centers identified as the most important destinations.
- **Neighborhood Improvements**
  - Attendees were asked to share ways to make improvements to neighborhood streets and sidewalks that would make it safer for them and their families to move around the city.
  - Attendees suggested improvements near the Suisun Fairfield Transit Center related to repairing or brightening lights on the pedestrian bridge at the railroad track overcrossing
- **Neighborhood Improvements and Projects**
  - Attendees were presented with a list of neighborhood improvement projects that are either planned or completed and asked to use sticky dots to share which were the most important to them.

- All three locations listed in the "Pedestrian crossing improvements" category received dot stickers indicating projects important to attendees
- Three of the "Pedestrian refuge/ADA ramp" locations also received dot stickers:
  - Hwy 12 & Marina Blvd
  - Hwy 12 & Emperor Blvd
  - Hwy 12 & Lawler Ranch Pkwy
- The single location listed in the "Road diet/bike lanes" category received a dot sticker: Village Drive
- **Suisun City Transit and Mobility Improvements**
  - Attendees were asked to share how transit and mobility within Suisun City can be improved.
  - Suggestions from attendees included:
    - Providing one card that can be used for multiple services i.e. Lyft/Micro/SolanoExpress, etc.
    - Low Income subsidized fares:
    - Need more promotion of senior discounts
    - Flyers, mailers, newsletters, larger Facebook presence with ability to interact
    - Work with FSUSD to provide transportation for children
- **Solano Mobility Programs**
  - Attendees were asked to share how Solano Mobility Programs can be improved or give suggestions for new programs. No feedback was provided.

Figure 5-10 Feedback from Open House



## Neighborhood Improvements and Projects

Please put a dot on projects that are important to you.

Location	Project Category	Status
Whispering Bay Lane (from San Francisco Drive to Josiah Circle)	Asphalt rubber cape seal and traffic calming project	Planned
Village Drive (between Highway 12 and Railroad Avenue)	Asphalt rubber cape seal and traffic calming project	Planned
Laurel Creek Canal to Blossom Avenue	Extension of McCoy Creek Trail with a Class 1 multi-use path	Planned
McCoy Creek Canal (between Pintail Drive and the Laurel Creek Canal)	Extension of McCoy Creek Trail with a Class 1 multi-use path	Planned
Pintail/Parkside Drive	Gap filling - ADA ramp	Planned
Pintail/White Wing Lane	Gap filling - Add crossing/ADA ramp	Planned
Railroad Avenue (between Sunset Avenue to Marina Boulevard)	Pavement resurfacing	Planned
Railroad Avenue (between Sunset Avenue and Birchwood Court)	Pavement resurfacing	Planned
Golden Eye Way at Shoveller Drive (fronting Suisun Elementary School)	Pedestrian crossing improvements	Planned
Pintail Drive at Crane Drive (fronting Dan O. Root Elementary School and Goepf Park)	Pedestrian crossing improvements	Planned
Hartner Drive, north of Osprey Way (fronting Dan O. Root Elementary School)	Pedestrian crossing improvements	Planned
Hwy 12 and Marina Blvd	Pedestrian refuge/ADA ramp	Planned
Hwy 12 and Sunset/Grizzly Island	Pedestrian refuge/ADA ramp	Planned
Anderson/Craven	Pedestrian refuge/ADA ramp	Planned
Anderson/Kimsnill	Pedestrian refuge/ADA ramp	Planned
Anderson/Lawler Ranch	Pedestrian refuge/ADA ramp	Planned
Hwy 12 and Emperor Blvd	Pedestrian refuge/ADA ramp	Planned
Hwy 12 and Lawler Ranch Pkwy	Pedestrian refuge/ADA ramp	Planned
Pintail Crane	Pedestrian refuge/ADA ramp	Planned
Pintail Seagull	Pedestrian refuge/ADA ramp	Planned

Location	Project Category	Status
Merganser Drive (in front of the Senior Center)	Rectangular rapid flashing beacons and crosswalks	Completed
Pintail Drive at Scoter Way	Rectangular rapid flashing beacons and crosswalks	Completed
Lawler Ranch Parkway (between Hilborn Way and Fennie Way)	Rectangular rapid flashing beacons and crosswalks	Completed
Village Drive	Road diet/bike lanes	Planned
Cordelia Street (Pennsylvania Ave to Main St)	Sidewalk gap	Planned
Main St. County Bikeway, Lotz Way	Sidewalk gap	Planned
Marina Blvd (Hwy 12 to Railroad Ave)	Sidewalk gap	Planned
Hwy 12 (Marina Blvd to Marina Center)	Sidewalk gap	Planned
Hwy 12 (Grizzly Island Rd to Walters Rd)	Sidewalk gap	Planned
Railroad Ave (Marina Blvd to Sunset Ave)	Sidewalk gap	Planned
Railroad Ave (Sunset Ave to E. Tabor St)	Sidewalk gap	Planned
Marina Blvd from Railroad Ave to Hwy 12	Sidewalk gap	Planned
Lawler Mixed Use Development - Lawler Center Drive (McCoy Creek Way to Anderson Drive)	Sidewalk gap	Planned
Lawler Mixed Use Development - Anderson Drive (Lawler Center to Anderson Drive/McCoy Creek Way intersection)	Sidewalk gap	Planned
McCoy Creek Way and Grizzly Island Road	Sidewalk gap	Planned
Zip-Thru Carwash (Anderson Drive and Grizzly Island Road)	Sidewalk gap	Planned
Marina Village Apartments (Marina Boulevard and Buena Vista Avenue)	Sidewalk gap	Planned
Pintail/Golden Eye Way	Sidewalk gap	Planned
West side of Walters Rd from McClellan Dr to just north of Bella Vista Dr	Sidewalk gap	Planned
Whispering Bay Lane	Traffic calming improvements at pedestrian crossings	Planned
Heritage Park and Surrounding Areas	Walk audit	Planned

## 6 ASSESSMENT OF NEEDS

The following transportation needs have been gathered from summary memos and outreach efforts, including (1) previous planning efforts at the local, regional, and state levels; (2) inventory reports; and (3) demographic data. Needs identified below will be categorized and used to identify key recommendations for the Suisun City CBTP.

To categorize key needs, the project team identified seven themes:

1. Quality of Service
2. Level of Service
3. Affordability
4. Safety
5. Programming
6. Access
7. Complete Neighborhood

These groupings will be used to call attention to larger gaps in services and programming.

### Relevant Planning Reports

Generally, local, countywide, and regional plans are in alignment on key needs. Quality of service should be improved for low-income riders, older adults, and riders with limited English proficiency. Addressing quality of service needs will help address equity needs, part of the larger Access category. While there are quality of service needs, strategies to improve quality of service may not address transit affordability and accessibility needs. Transit affordability for low-income riders must be addressed, and transit accessibility for older adults, persons with disabilities, and riders with limited English proficiency. There are also level of service needs, which are similar to many programming needs identified. Across the plans, there are few safety and complete neighborhood needs identified.

Detailed summaries of the relevant reports are included in Chapter 2.

## Local Plans

### CBTP for Cordelia/Fairfield/Suisun Project Area (2008)

Released in 2008, the Community Based Transportation Plan (CBTP) for the Cordelia/Fairfield/Suisun City Area identifies transportation gaps, proposes strategies to address them, and is informed by community and stakeholder input and engagement. Since this report is fourteen years old, findings should be viewed in the context of technology improvements, funding changes, and the impact of COVID since the publication date.



Key needs identified in the CBTP for Cordelia/Fairfield/Suisun Project Area include:

- **Level of Service** - Weekend transit service should be improved and expanded. Many retail positions require weekend shifts and limited transit service makes it very difficult to travel to jobs.
- **Level of Service** - The span of transit service should be expanded to include swing shifts and night shifts. Some workers raised safety concerns about traveling to work at night without transit.
- **Quality of Service and Access** – Low-income residents with limited English proficiency face significant barriers to transit use. Route and fare information should be provided in multiple languages to be inclusive to non-English speakers. Additionally, extra multilingual transit staff should be hired.
- **Quality of Service** – Bus shelters and benches should be improved, and where missing added, to improve quality of service. Low-income riders, especially older adults and parents with children are less likely to use transit services because of the lack of bus shelters and benches.
- **Affordability** – Transit affordability should be improved. Each city has different fares and these contribute to confusion around discounts when transferring. Additionally, transit can be too expensive for low-income populations, especially when low-income riders have children who need to travel as well. Social service agencies do not have funding to meet the demand for transit passes.
- **Quality of Service** – Transit services should be expanded to improve access to essential services, education sites, and employment centers.

## Transit Oriented Development Feasibility Study (2009)

The Transit Oriented Development (TOD) Feasibility Study examines the potential and uses for the Central Business District of Suisun City and analyzes if they are favorable to TOD construction. Key needs identified in the Transit Oriented Development Feasibility Study include:



- **Quality of Service** – More walkable, transit-oriented places should be built in Suisun City's Central Business District.

## City of Suisun 2035 General Plan (2015)

Released in 2015, the Suisun City General Plan 2035 outlines the regulation of development, natural resources, economic development, safety, transportation, housing, and other elements of urban planning within the City. One of the central issues, as outlined in the plan, is the need for reduced traffic. Other needs identified in the plan include:



- **Access** – The City of Suisun City should create a transportation system that is available to all segments of the City's population.
- **Quality of Service** – Suisun City should enhance the existing transportation system so it is well-connected; giving users options for how to get to their destinations.
- **Affordability** – Suisun City should implement mechanisms to reduce upfront and ongoing costs.
- **Safety and Complete Neighborhoods** – Suisun City should ensure that the transportation system is safe and efficient for all users. This should include complete neighborhoods, safe sidewalks, and transit.

## Fairfield and Suisun Transit Short Range Transit Plan (2020)

In October 2020 FAST finalized the Short Range Transportation Plan (SRTP) for the FY 2021-2030 period. Needs identified in the plan include:



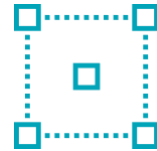
- **Programming** – FAST should continue vehicle rehabilitation and replacement, including rehabilitation and replacement of paratransit vehicles. FAST should also invest in electrical vehicle charging infrastructure.
- **Level of Service** – FAST should work to increase public transit ridership. This includes increasing ridership on both local and intercity bus routes and providing services for older adults and persons with disabilities.
- **Quality of Service** – FAST should have a positive impact on the community and environment. FAST should increase public transit awareness, seek system

improvements that have a positive environmental impact, advocate for public transit services in new development reviews, and encourage transit-supportive development.

## Countywide Plans

### Solano County Active Transportation Plan (2020)

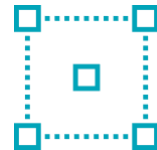
The Solano County Active Transportation Plan (ATP) outlines the existing conditions of the active transportation network and identifies goals like equity, access, health, and safety and provides actions to reach these goals. Specific needs identified include:



- **Safety** – Solano County should continue to support the countywide Safe Routes to School program. The program should be expanded to include safe routes for older adults as well.
- **Safety** – Solano County should implement traffic safety education programs.
- **Safety** – Solano County should expand the slow streets program to increase safety.

### Solano County 2035 Comprehensive Transportation Plan (2020)

The Comprehensive Transportation Plan (CTP) analyzes the state of Solano County's transportation system and identifies goals, strategies, and an action plan to implement them. Key needs identified in Solano County's 2035 Comprehensive Transportation Plan include:



- **Quality of Service** – Solano County should improve access between housing and high-quality public transportation.

## Regional Plans

### Plan Bay Area 2050 Equity Analysis Report (2020)

MTC's Plan Bay Area Equity Analysis was created to help inform policymakers, local jurisdictions, and the public on how existing and future development directly affects the Bay Area's disadvantaged communities. Key needs identified in the Plan Bay Area 2050 Equity Analysis Report include:



- **Affordability** – Municipalities in the Bay Area should invest in projects used primarily by people with lower incomes and should subsidize transit ridership for these populations through reduced fares.

## MTC Blue Ribbon Transit Recovery Task Force Transformation Action Plan (2021)



The Metropolitan Transportation Commission has adopted an action plan with 27 recommendations to design a more equitable, affordable, and accessible transportation system in the region. A review of the recommendations elevate the needs listed below. Please refer to Appendix A for a table that was prepared for Solano County's Connected Mobility study, which shows the status of implementation of the various recommendations in Solano County.

- **Affordability** – MTC should provide financial incentives for Solano and Sonoma counties to complete their transit integration initiatives.
- **Access** – MTC should adopt transit equity principles and a process for applying them.
- **Quality of Service** – MTC should adopt a transit hub toolkit to optimize station design and connectivity that includes coordination with local governments' access plans.
- **Programming** – MTC should designate a mobility manager to coordinate rides and serve as a liaison between transit agencies in each county.
- **Programming, Affordability, Access** – MTC should fund more pilot projects for one-seat paratransit rides and develop cost-sharing policies for paratransit trips that cross jurisdictions.
- **Access** – MTC and member counties should identify key paratransit challenges and recommend reforms.
- **Access** – MTC and member counties should adopt standardized eligibility practices for programs that benefit people with disabilities, including paratransit and Clipper RTC cards.<sup>35</sup>

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<sup>35</sup> <https://mtc.ca.gov/news/blue-ribbon-task-force-approves-actions-guide-post-pandemic-future-bay-area-transit-network>

## Needs Highlighted from Demographics and Inventory

- **Sustainability** – Transit should be provided to support population and job growth.
- **Affordability and Equity** – Transit should be affordable to low-income and unhoused populations and those living at or below the poverty level.
- **Quality of Service** – Multi-lingual resources should be provided to make transit more user friendly and to encourage cross-community travel.
- **Equity** – Transit providers should ensure that ADA-status residents can access transit resources.
- **Level of Service** – Level of service needs were identified for regional rail and ferry providers. Amtrak service hours should be extended to allow for later arrivals into Suisun City. The Vine service should be extended beyond 7pm into later evening hours.
- **Affordability, Equity, and Access** – Paratransit providers should make fares equitable for riders who have no other transportation option and must take transit.
- **Quality of Service** – Solano County should make the reservation window for Intercity Taxi Card program more flexible.
- **Equity** – Solano County should make the Bucks for Bikes program equitable, using the definition of “living” from Solano County.

## Outreach Efforts

### City Council Hearing on Elimination of FAST Routes 5 and 6

On October 19, 2021, Suisun City’s City Council held a hearing on the proposed elimination of FAST Bus Routes 5 and 6 within Suisun City and the FAST reduced fare local taxi program within Suisun City. Key needs identified by attendees included:

- **Programming, Equity** - Suisun City or FAST should bring back transportation services that serve vulnerable segments of the population and improve student and youth access to public transportation.
- **Equity** - Suisun City should implement options for school-aged students to travel safely to school without a parent or guardian.
- **Quality of Service** – Wait times for TNCs (Lyft and Uber) should be improved.
- **Quality of Service** – Access to key destinations should be improved.

- **Accessibility, Level of Service, Equity** – Paratransit access and on-demand trip options should be improved.
- **Accessibility, Level of Service, Equity** – Suisun City should look to implement first/last mile programs for paratransit.
- **Quality of Service, Accessibility** – Suisun City should do a better job of advertising the transit system.

## Virtual Outreach Workshop

On Thursday, October 28, 2021, from 6–8 p.m., the Solano Transportation Authority and Suisun City hosted a virtual public meeting for the Community-Based Transportation Plan for Suisun City. Community attendees had several questions, including:



- **Access** - Attendees had several questions about the CBTP process, including from whom input would be gathered. There was a desire to see transit operators and youth included in the input process.
- **Level of Service** – Attendees expressed a desire for bike paths separated from vehicle traffic, more microtransit options, and more efficient services.
- **Access** – Attendees wanted more microtransit connections that would not require a smartphone to access.
- **Level of Service** – With the removal of FAST Routes 5 and 6, there was concern about how students would get to and from school and the gap in service before the new system begins operations. There were also concerns as to whether the R line and GX buses were being cut.
- **Level of Service** – Attendees asked if commuters would still be able to use buses to the Fairfield Transit Center and transfer to Richmond Park.
- **Affordability** – There were questions as to what the fares of the new transportation service would be and if the Lyft discount could be applied to medical appointments.

## Walking Tour Summary

On Thursday, February 24, 2022, the Solano Transportation Authority and Suisun City hosted a walking tour in Suisun City.



Accessibility and safety were big concerns for pedestrians, particularly the lack of audio queues for crossings, lack of lighting on sidewalks and bus stops, narrow sidewalks, and sidewalk cleanliness. Traffic and roadway safety issues varied, including

construction-caused gridlock, potholes, and high speeds on Highway 12. Tour members said the most challenging aspect of riding public transit is delayed or cancelled services, followed by scheduling and lack of drivers. One participant on the tour recommended “the city should create an intra-city shuttle van service, marketed for youth and seniors. The route should serve the four quadrants of the city and should start/end at the shopping center.”

## Community Based Transportation Plan Survey



As part of outreach for the Community Based Transportation Plan, a survey was sent out for community engagement. Over 400 responses were received. Responses included:

- **Quality of Service and Level of Service** – If travel times were more frequent, respondents indicated that they would be more likely to take public transportation (44% of respondents).
- **Quality of Service** – Respondents indicated they would be more likely to take public transportation if there was fast access to key transit hubs (33% of respondents).
- **Quality of Service and Level of Service** – Respondents would be more likely to take public transportation if more routes went riders needed to go (44% of respondents).
- **Quality of Service** – Respondents would be more likely to take public transit if the transit system was simplified (36% of respondents).
- **Level of Service** – Respondents would be more likely to take public transit if the bus supply was increased and service hours were extended.

## Open House Summary



On Monday, June 6, 2022, the Solano Transportation Authority (STA) hosted a public open house for the Suisun City Community-Based Transportation Plan (CBTP). This event was held inside the boardroom at STA headquarters.

Community members were invited to comment utilizing dots, sticky notes, and by talking with staff. Responses included:

- **Complete Neighborhood** – 37 dot stickers were placed by guests on locations throughout Suisun City, with medical and shopping centers identified as the most important destinations.
- **Safety** – Attendees suggested improvements near the Suisun Fairfield Transit Station related to repairing or brightening lights on the pedestrian bridge at the railroad track overcrossing

- **Safety** – All three locations listed in the “Pedestrian crossing improvements” category received dot stickers indicating projects important to attendees. Three of the “Pedestrian refuge/ADA ramp” locations also received dot stickers: Hwy 12 & Marina Blvd, Hwy 12 & Emperor Blvd, Hwy 12 & Lawler Ranch Pkwy. The single location listed in the “Road diet/bike lanes” category received a dot sticker: Village Drive
- **Quality of Service** – Providing one card that can be used for multiple services i.e. Lyft/Micro/SolanoExpress, etc.
- **Affordability** – Low Income subsidized fares, need more promotion for seniors not aware of discounts
- **Programming** – Flyers, mailers, newsletters, larger Facebook presence with ability to interact
- **Level of Service** – Work with FSUSD to provide transportation for children

## 7 MICROTRANSIT ANALYSIS

### Exploring the Feasibility of Microtransit

The project team explored the feasibility of an on-demand shared ride service, referred to as “microtransit,” to fill the gaps resulting from the discontinuation of FAST Routes 5 and 6 and to provide residents with more transportation choices.



The land uses in Suisun City are situated in a typical suburban layout, with separate residential, retail, and employment districts. While this land use pattern is typically not as supportive of fixed-route transit as mixed-use and higher density areas, microtransit can be feasible in this context due to its flexible and demand-responsive nature.

An analysis of travel patterns showed that microtransit in Suisun City could focus on connecting residents and visitors to common nodes in the City’s land use and transportation system, such as Downtown Suisun City, retail along the State Route (SR) 12 corridor, the Suisun City Amtrak station, medical facilities in Fairfield (Sutter, NorthBay, Kaiser, and Ole Health), and the Fairfield Transportation Center (FTC).

### Evaluation Process

To understand what markets could be served by microtransit, which operating model(s) best meet the City’s goals, and to estimate ridership and the number of vehicles needed, the project team evaluated travel patterns, conducted workshops with staff, and identified peer microtransit services within the region.



## Travel Patterns Analysis

Using the Fairfield/Suisun City travel demand model and supplemental location-based services (LBS) “Big Data,”<sup>36</sup> the travel patterns analysis assessed potential near-term and long-term travel markets for the proposed microtransit service, with a focus on high-priority origin-destination pairs that are difficult to connect via traditional fixed-route transit in a suburban context.



Origin-destination (OD) information was collected from Streetlight Data, a location-based mobile device data provider that can measure people’s activities over time and space. The Streetlight Data was used as the analysis basis as it informs real-world travel behavior under existing conditions. The data was collected for Fall 2019 to represent pre-COVID-19 conditions.

The Fairfield/Suisun City travel demand model (Model), which covers Fairfield, Suisun City, and surrounding unincorporated areas, was used to extract supporting OD travel pattern information. The Model uses many factors such as land use, trip generation, demographics, and the roadway network, to forecast travel behavior in the Model geographic area. The year 2020 Model was used for the near-term analysis, and the year 2040 Model was used for the long-term analysis. The 2020 and 2040 Models were reviewed for consistency with existing and future planned land uses. The 2040 Model includes the buildout of the City’s General Plan, several recently approved land use projects in Suisun City and Fairfield, and the ongoing Fairfield General Plan Update preferred alternative buildout land use assumptions.

The service area travel patterns were evaluated for the near-term and long-term AM, midday, and PM peak scenarios:

- **Near-Term Travel Patterns:** In the near-term, the modeling suggests that there is a large westbound travel pattern between Suisun City and Fairfield in the AM peak period in addition to the Suisun City to Suisun City market. The pattern for the midday has an east-west balance, and the PM peak period pattern has an eastbound directionality (although the directionality is not as strong as in the AM). The near-term travel patterns are illustrated in Figure 7-1 (AM), Figure 7-2 (midday), and Figure (PM).

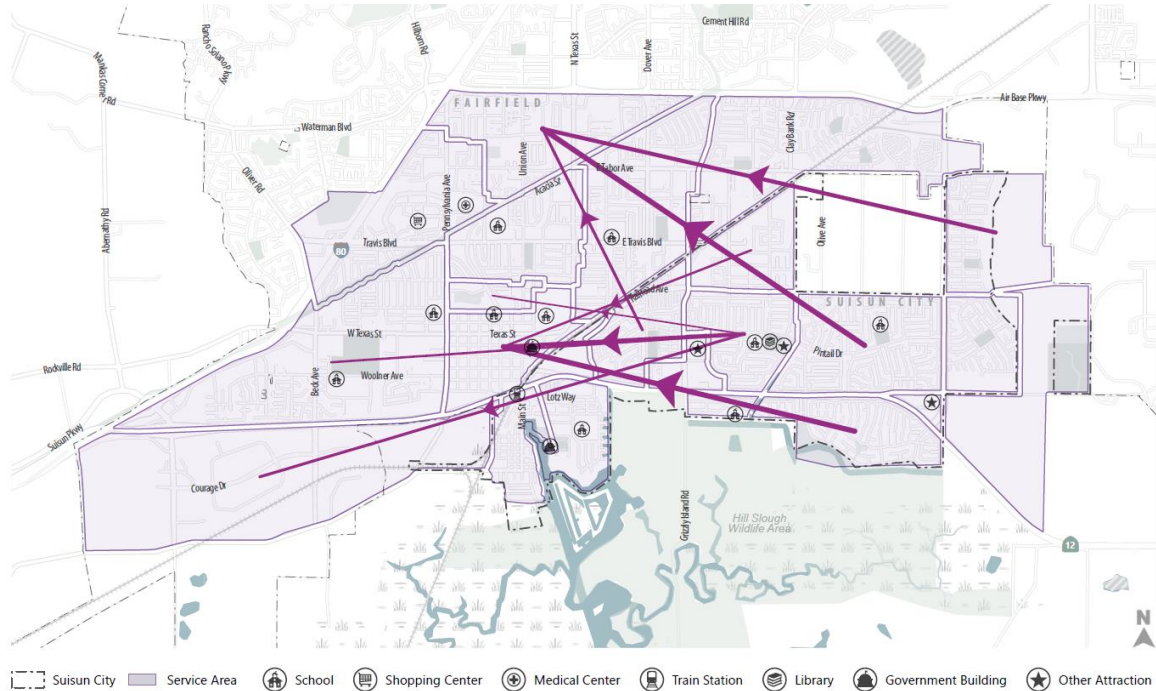
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<sup>36</sup> **Location-Based Services (LBS)** are services based on the geographic location of a mobile user, determined by the user’s device’s geographic location. Location-based services provide services and information that are sorted by proximity to the user’s location and are most relevant to the user.

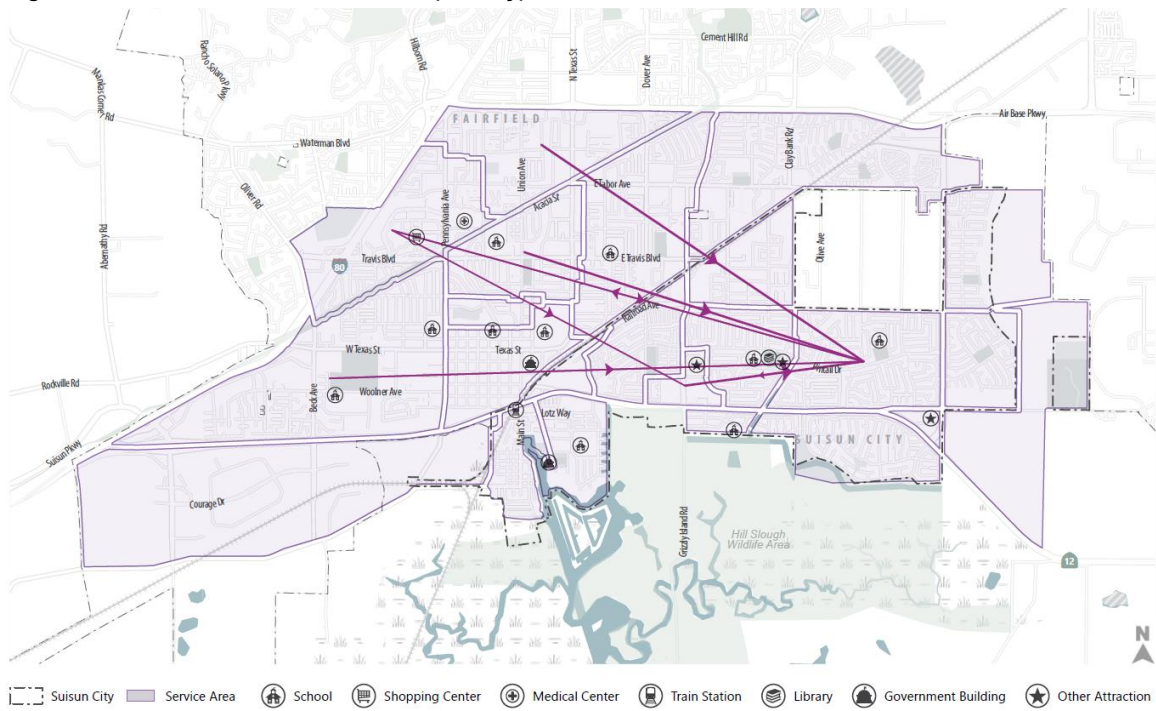
**Location-Based Big Data** refers to large, hard to manage amounts of location-based data, such mobile phone network data, GPS data, location-based social media data, LBS usage/log data, smart card travel data, beacon log data (WiFi or Bluetooth), and/or camera/satellite imagery data.

- **Long-Term Travel Patterns:** The large westbound travel pattern between Suisun City and Fairfield in the AM peak period seen in the near-term is expected to continue in the long-term. Additionally, as the General Plan builds out, the long-term travel pattern becomes much more concentrated for trips staying within Suisun City or trips going to/from Downtown Fairfield. The long-term travel patterns are illustrated in Figure 7-4 (AM), Figure 7-5 (midday), and Figure 7-6 (PM).

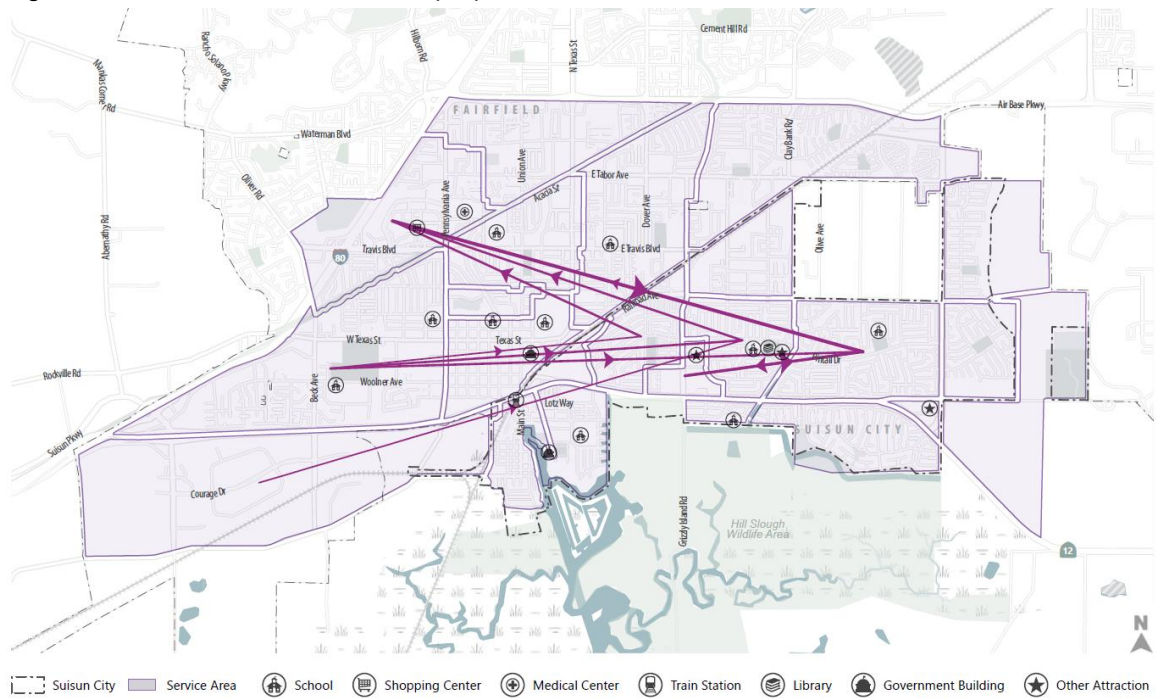
**Figure 7-1 Near-Term Travel Patterns (AM)**



**Figure 7-2 Near-Term Travel Patterns (Midday)**



**Figure 7-3 Near-Term Travel Patterns (PM)**



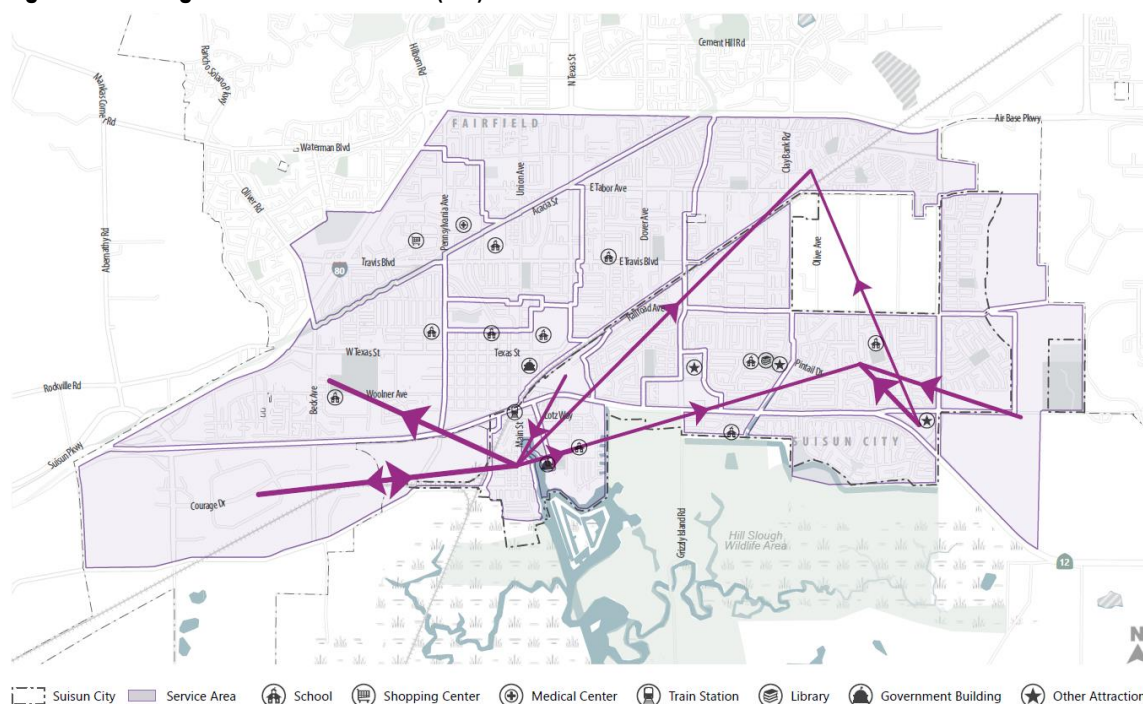
The map displays the Suisun City area with a purple-shaded Service Area. Major roads shown include Highway 12, Highway 205, and Highway 206. Landmarks such as Suisun Bay and the Suisun City Library are marked. A legend at the bottom provides symbols for various locations: Suisun City (dashed line), Service Area (purple fill), School (school icon), Shopping Center (shopping cart icon), Medical Center (plus icon), Train Station (train icon), Library (book icon), Government Building (building icon), and Other Attraction (star icon).

The map shows the Fairfield, CA area, with the Service Area for the Fairfield Transit Center highlighted in purple. The map includes major roads like Highway 80, Highway 12, and Highway 168, as well as local streets. Key landmarks include the Fairfield Hills, Hill Slough Wildlife Area, and the Fairfield Hills Hospital. The Service Area is highlighted in purple, and the Transit Center is marked with a train icon. Arrows indicate the direction of travel from the Transit Center to various locations.

**Legend:**

- Suisun City
- Service Area
- School
- Shopping Center
- Medical Center
- Train Station
- Library
- Government Building
- Other Attraction

**Figure 7-6 Long-Term Travel Patterns (PM)**



## Workshops

In March 2022, the project team held workshops with STA staff and the Project Leadership Team to share findings from the travel patterns analysis, understand the service goals of the potential microtransit service, and explore various microtransit operating models.



Staff identified the following preliminary goals for microtransit service: connectivity, reliability, and a focus on providing good customer experience. Staff emphasized the importance of being able to track ridership, connect to regional transportation hubs in the county, and the ability to adapt service based on community input.

The project team also reviewed potential microtransit operating models with STA staff and the Project Leadership Team. As shown in Figure 7-7, the four operating models include: in-house, hybrid, turnkey, Transportation Network Company (TNC) subsidy, and community mobility.

**Figure 7-7 Microtransit Operating Models**

<b>In-House</b>	Agency procures custom app and dispatch software, and operates service (drivers, dispatchers, payment system, brand, marketing, customer service)				
<b>Hybrid</b>	Contractor provides off-the-shelf app and payment system, and agency operates service				
<b>Turnkey</b>	Contractor provides off-the-shelf app and operates service (often via a third-party contractor)				
<b>TNC Subsidy</b>	Agency subsidizes specific trips booked and dispatched using contractor's software and non-dedicated fleet				
<b>Community Mobility</b>	Service supported by members and/or grants provided to nonprofit organizations ( <i>Note: No microtransit models yet but some carsharing models exist</i> )				
	<b>In-House</b>	<b>Hybrid</b>	<b>Turnkey</b>	<b>TNC Subsidy</b>	<b>Community Mobility</b>
<b>Agency Provides</b>	<ul style="list-style-type: none"> <li>• Vehicles</li> <li>• Drivers</li> <li>• Brand + marketing</li> <li>• Customer service</li> <li>• Payment system (sometimes)</li> </ul>	<ul style="list-style-type: none"> <li>• Vehicles</li> <li>• Drivers</li> <li>• Brand + marketing</li> <li>• Customer service</li> </ul>		<ul style="list-style-type: none"> <li>• Alternative scheduling + payment options (sometimes)</li> <li>• Brand + marketing (sometimes)</li> </ul>	<ul style="list-style-type: none"> <li>• Funding to nonprofit (potentially)</li> </ul>
<b>Contractor Provides</b>	<ul style="list-style-type: none"> <li>• Custom-built app + dispatch software</li> </ul>	<ul style="list-style-type: none"> <li>• Off-the-shelf app + dispatch software</li> <li>• Payment system</li> </ul>	<ul style="list-style-type: none"> <li>• Dedicated vehicles</li> <li>• Drivers</li> <li>• App + dispatch software</li> <li>• Payment system</li> <li>• Customer service</li> <li>• Brand + marketing (sometimes)</li> </ul>	<ul style="list-style-type: none"> <li>• Access to non-dedicated TNC fleet</li> <li>• App and dispatch software</li> <li>• Payment system</li> <li>• Customer service</li> </ul>	<ul style="list-style-type: none"> <li>• Dedicated vehicles</li> <li>• App software</li> </ul>

## Peer Services

Three peer microtransit services were identified based on the land uses they operate within, their service areas, and how their services are structured. Figure 7-8 lists key attributes of each of these services.

**Figure 7-8 Peer Microtransit Services**

	Napa Valley Transportation Authority	West Sacramento	Marin Transit
Operating Model	Hybrid	Turnkey	Hybrid
# of Vehicles	4-6	11	4
Service Area	10 sq mi	20 sq mi	60-70 sq mi (2.5 mile radius from SMART stations)
Subsidy per passenger trip	\$17 (2019 self-reported figure)	\$10.84 (FY 2019/20)	\$40 (2019 One-Year Evaluation Report)

## Recommendations

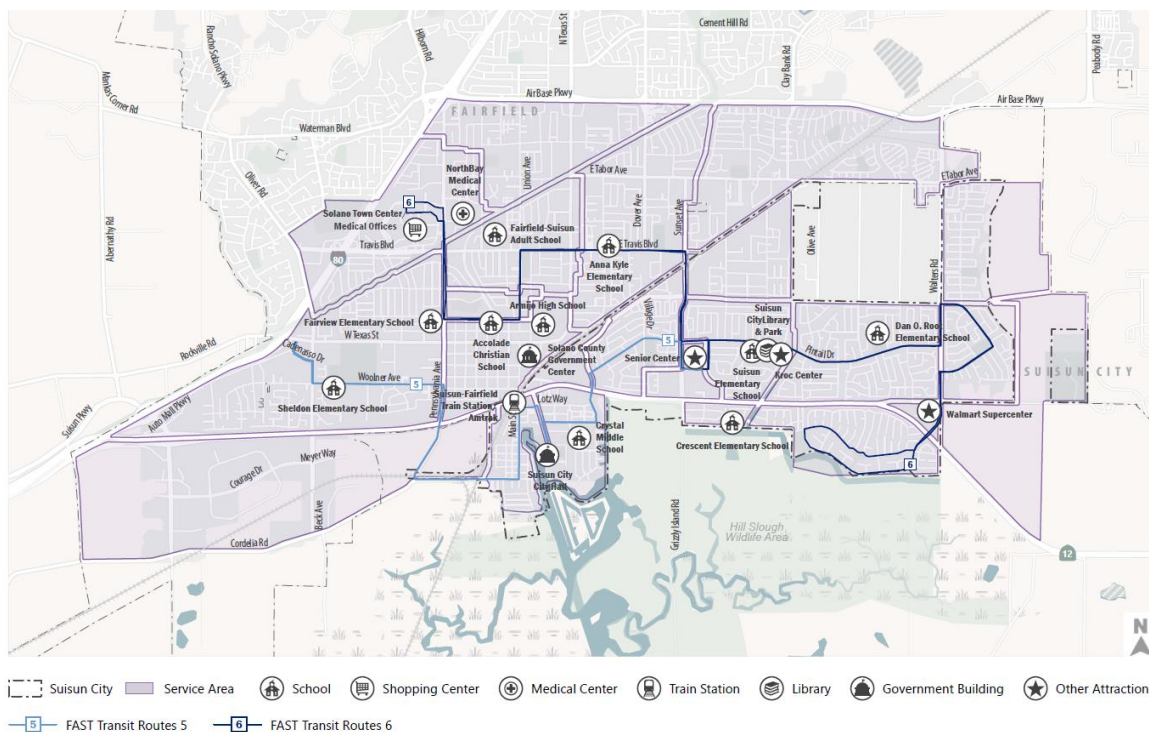
Based on the travel patterns analysis, feedback from community members, workshops with staff and the Project Leadership Team, recommendations were developed for the microtransit service area and operating model. Ridership and vehicle estimates based on potential demand are also described below. Finally, recommendations based on a number of existing constraints, rather than potential demand, are described at the end of this section.

### Service Area

Origin-Destination data revealed travel patterns between the Suisun City and Fairfield travel market areas. The proposed service area (shown in Figure 7-9) was developed by including all Suisun City travel markets, as well as Fairfield travel markets that had the most interaction with Suisun City. Within this service area, microtransit would provide connections to key destinations within Suisun City, as well as local and regional transit transfer points at the Fairfield Transportation Center, Solano Town Center, and (potentially) the Walmart/Smart-and-Final transfer point near Air Base Parkway/North Texas Street (in addition to the Suisun City Amtrak station).



**Figure 7-9 Proposed Microtransit Service Area**



## Hybrid Operating Model

A hybrid operating model is recommended to best meet Suisun City's needs.

Within a hybrid model, the agency would provide vehicles, drivers, be responsible for marketing the service, and provide customer service to users.

The potential contractor would provide an off-the-shelf application and dispatch software and manage the payment system. A hybrid model allows the operating agency moderate control over the user and service experience and provides more sophisticated software when compared with an in-house model.



In March 2022, Suisun City Council approved a partnership with Rio Vista , as Rio Vista Transit is managed by STA. Through this partnership, microtransit will be expanded to Suisun City.

## Ridership Estimates and Number of Vehicles

Based on analysis of peak travel patterns, a potential model for microtransit service was developed that will be feasible in the future depending on the presence of a number of factors. This model and the assumptions upon which it is built, are presented below. This is followed by a recommended initial model of service based on current constraints. It is anticipated that the fully mature model will capture 4% of trips on the low end (consistent with recently



published mode split data from the Solano County Active Transportation Plan) and 8% on the high end. In the relatively near-term (at least one year beyond initial implementation of service), the estimated peak ridership range is between 40 to 120 riders and 60 to 180 riders in the long-term. Based on this ridership estimate and the assumption that the fleet mix will have 6 to 8 passengers per vehicle per trip, an estimated 4 to 10 vehicles will be needed in the near-term and 5 to 15 vehicles in the long-term. One vehicle is also assumed to make 2 trips in one hour within Suisun City and about 1 trip in one hour between Suisun City and Fairfield. The ridership and vehicle estimates are shown in Figure 7-10.

**Figure 7-10 Ridership and Vehicle Estimates for Mature Microtransit Service**

Peak	Ridership Range		Number of Vehicles Range	
	Low (4% trip capture)	High (8% trip capture)	Low (4% trip capture)	High (8% trip capture)
<b>Near-Term</b>				
AM Peak	60	118	5-7	8-10
Midday Peak	36	70	4-5	5-7
PM Peak	48	96	4-5	6-8
<b>Daily</b>	<b>150</b>	<b>300</b>	<b>5-7</b>	<b>8-10</b>
<b>Long-Term</b>				
AM Peak	74	145	5-7	10-13
Midday Peak	62	126	5-6	9-12
PM Peak	88	176	6-8	11-15
<b>Daily</b>	<b>225</b>	<b>450</b>	<b>6-8</b>	<b>11-15</b>

## Proposed Short-Term Microtransit Service

The recommended short-term microtransit model takes into account the following constraints:



- Vehicle operating costs have risen significantly since the study was initiated.
- Since the available budget does not include capital expenses, in the short term the proposed service will rely on the three vehicles donated by SolTrans. In addition, our analysis assumes that given the life span of these vehicles, one will need to be available as a spare, thus allowing for only two vehicles in peak service.
- The allocated budget of approximately \$0.5 million needs to cover the cost of both microtransit and school tripper service.

Based on these constraints, STA and the consultant team are recommending that initial service span will be on weekdays only, 6 hours a day of school tripper service to address the needs of school children (although open to the general public), and 12 hours a day of microtransit service. On-demand microtransit service will be available within Suisun City and to five key locations<sup>37</sup> in Fairfield:

- **Sutter Health** – 2702 Low Ct, Fairfield, CA 94533
- **NorthBay Medical Center** – 1200 B Gale Wilson Blvd, Fairfield CA, 94533
- **Kaiser Clinic in Fairfield** – 1550 Gateway Blvd, Fairfield CA, 94533
- **OLE Health Clinic** – 470 Chadbourne Rd #4, Fairfield, CA 94533
- **Fairfield Transportation Center** – 2000 Cadenasso Drive, Fairfield, CA 94533

It should be noted that residents do have the option of using the Lyft First Mile/Last Mile program throughout the week.

Based on the analysis of potential demand provided above, we anticipate that demand will outgrow capacity on this service, particularly due to the limitations of a three-vehicle fleet. If successful, the City will be presented with an opportunity to allocate (or solicit) increased funds to meet the needs of Suisun City residents.

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<sup>37</sup> Solano Mobility Lyft Pilot - [Link](#)

## Future Activities

The City of Rio Vista and STA staff identified next steps for initiating microtransit service:

- **Identify transit yard** in City of Suisun City
- **Release Request for Proposal** and evaluate proposers
- **Obtain City Council approval** from Suisun City and Rio Vista to enter into contract with selected vendor
- **Obtain approval from Caltrans** to execute contract
- **Begin new microtransit service** January 1, 2023

Three quadrants of Suisun City have never had access to fixed-route transit. With the discontinuation of FAST Routes 5 and 6, microtransit can provide a basic level of transit access that is currently (or will be) absent.

## 8 RECOMMENDED STRATEGIES

### Initial Development of Strategies

The project team worked with STA and Suisun City staff to review and understand the data collected from multiple sources. The project team then generated several high-level questions, strategies, and items for consideration.



A key initial question related to the anticipated loss of ADA-mandated paratransit, and how this gap would be filled. The consultant team noted that with the elimination of the FAST Suisun City routes, the existing dial-a-ride would also be eliminated. As part of the discussion of the use of microtransit service to fill this gap, the team looked at Napa's service, which provides fixed route to take children to school and also on-demand microtransit.

The initial draft strategies were reviewed by staff and refined into recommendations. The recommendations were presented to the Project Leadership Team on May 26, 2022, and to the public at an Open House on June 6, 2022, before being finalized.

## Recommendations



### Align Recommendations with Larger Planning Efforts

This initial recommendation is related to policy and does not require funding or cost information. There are a number of large planning initiatives on a regional and county level that Suisun City should continue to coordinate with. These include the MTC Bay Area Transit Transformation Action Plan (from the Blue Ribbon Transit Recovery Task Force), the Solano Connected Mobility Implementation Plan, and the Active Transportation Plan (with an Amended Project List in May 2022).

**Participating Agencies:**  
MTC, STA, City of Suisun City

**Timeframe:** Ongoing

Regional plans sometimes offer the opportunity to access funding for pilot programs. It is also important to avoid duplication of effort, e.g. several different organizations are working on different payment apps. Countywide plans, such as the Active Transportation Plan, can be cited for different funding opportunities, e.g. Caltrans ATP grants.



### Microtransit

#### Strategies:

- **Serve general and paratransit riders through microtransit**
- **Serve school students through fixed route**
- **Bus stop improvements to support microtransit services**



#### General and paratransit riders

As detailed in Chapter 7, STA will partner with the City of Suisun City and City of Rio Vista to offer microtransit to replace the FAST transit lines that are ending January 2023. Service will be provided by Delta Breeze using vehicles donated by SolTrans.

Microtransit can fill gaps that paratransit and fixed-route transit could not due to limited service area coverage and the availability of same day service. Even though the proposed service is not intended to meet an ADA paratransit requirement (since there will no longer be fixed route service in the area), microtransit should provide the same level of service (service hours, fares, door to door upon request etc.) that paratransit would provide.

**Potential Sponsoring Agencies:**  
*Solano Transportation Authority*

**Potential Funding Sources:**  
*TDA, other Federal Funding, SB 1376 Funding*

**Estimated Cost:** \$305,000 - \$850,000

**Timeframe:** Short (1-2 years)



## Students

As detailed in Chapter 7, school tripper service will also be provided by Delta Breeze to meet the needs of students who were formerly FAST riders during commuter hours. This service will also be available to the general public.

Since public sponsored microtransit is prohibited from serving unaccompanied children, Delta Breeze will provide fixed route service to students during school bell hours in the morning and afternoon.

### Potential Sponsoring Agencies:

Solano Transportation Authority

### Potential Funding Sources:

TDA

**Estimated Cost:** \$145,000 in first year

**Timeframe:** Short (1-2 years)



## Bus stop improvements

Existing bus stops for FAST Routes 5 and 6 will need to be removed or re-signed. It is unclear if there are benches or shelters outside of the Suisun/Fairfield Transit Station and major shopping centers, if so they may need to be removed for safety reasons. Popular stops could be re-signed with information about the microtransit. STA and the city may consider adding benches and/or amenities to key stops such as the Walmart center.

Stops utilized for school transportation will need to be re-signed.

### Potential Sponsoring Agencies:

City of Suisun City

**Potential Funding Sources:** Ad agencies, One Bay Area Grant Program (OBAG), TDA Funds, and City funds

**Estimated Cost:** \$5,000 - \$30,000 per stop

**Timeframe:** Short – Medium (1-4 years)



## Improve path of travel in high need areas

### Strategies:

- **Street infrastructure improvements, improving lighting, crosswalks, traffic calming**
- **Sidewalk quality, wayfinding and signage at critical nodes and commercial districts/anchor points**

A variety of pedestrian and safety-related infrastructure concerns were raised throughout the outreach process.



### *Street infrastructure improvements, improving lighting, crosswalks, traffic calming*

There was a strong interest in improved pedestrian facilities including safer roadway crossings and slower traffic speeds. The City should consider evaluating and improving selected areas and intersections (for example, intersections with a history of bicycle-pedestrian-motor vehicle conflict, intersections located near schools, intersections adjacent to major transit stops and centers).

**Potential Sponsoring Agencies:** City of Suisun City

**Potential Funding Sources:** One Bay Area Grant Program (OBAG), Active Transportation, Bay Area Air Quality Management District (BAAQMD) Transportation Fund for Clean Air (TFCA), TDA 3 Funds, City funds

**Estimated Cost:** \$125,000 - \$180,000 per intersection

**Timeframe:** Medium (3-4 years)



### *Sidewalk quality, wayfinding and signage at critical nodes and commercial districts/anchor points*

Broken and misaligned sidewalks were a significant concern expressed. As a small City, improved signage would also increase pedestrian activity. Key locations include schools, transit centers, health centers, the Walmart center, etc,

**Potential Sponsoring Agencies:** City of Suisun City

**Potential Funding Sources:** One Bay Area Grant Program (OBAG), Active Transportation, Bay Area Air Quality Management District (BAAQMD) Transportation Fund for Clean Air (TFCA), TDA 3 City funds

**Estimated Cost:** \$10,000 - \$15,000 per block

**Timeframe:** Medium (3-4 years)



### *Expand/improve existing program infrastructure*

STA currently offers a number of programs partnered with Lyft, including Suisun \$2/Suisun \$3 Rides, Older Adults Medical Trips/GoGo, and First and Last-mile Lyft. These programs were designed to meet transportation gaps and will continue to be needed with the switch to microtransit. STA should continue to track program usage, particularly trip purpose, to better direct riders to the appropriate service. Further program improvements and/or expansions should be coordinated with microtransit usage.

STA currently offers the Intercity Taxi Service for trips within Suisun City to fill critical unmet needs. With the switch to microtransit, usage of this program should be tracked, and rider information coordinated with the microtransit and Lyft programs.

#### **Potential Sponsoring Agencies:**

Solano Transportation Authority

#### **Potential Funding Sources:**

5310, SB 1376

**Estimated Cost:** \$50,000 - \$150,000  
depending on level of expansion

**Timeframe:** Short – Medium (1-4 years)



### **Fare Integration**

This strategy contains several initiatives: simplify/unify fares across all programs, pay for microtransit using automated fare payment, help individuals enroll in Clipper START program, and program expansion of low-income benefit.

Efforts to simplify/unify fares will align with the Fare Integration Action from the MTC Bay Area Transit Transformation Action Plan. As the region rolls out the next version of Clipper, it will be advisable, when feasible, for Delta Breeze to accept Clipper for payment.

There is also a greater regional focus on means-based fare subsidies and helping individuals enroll in Clipper START program, and program expansion of low-income benefit will align with those efforts.

#### **Potential Sponsoring Agencies:**

Solano Transportation Authority,  
community organizations

**Potential Funding Sources:** Bay Area Air Quality Management District (BAAQMD) Transportation Fund for Clean Air (TFCA), TDA

**Estimated Cost:** \$30,000 - \$180,000  
depending on software/hardware needs and level of subsidy

**Timeframe:** Short – Medium (1-4 years)



## Suisun City Direct Marketing

Although Solano Mobility staff does a number of outreach activities, it would be advisable to work with Suisun City to develop very Suisun-specific materials, presentations, and travel orientation. These activities could be conducted at/with the library, the Kroc Center, etc. Focusing on types of transportation gaps and trip purpose would allow staff and community partners to help riders select the best modes, further enhancing the mobility management level of service.

**Potential Sponsoring Agencies:**

Solano Transportation Authority,  
community organizations

**Potential Funding Sources:** 5310

**Estimated Cost:** \$5,000 - \$50,000  
annually depending on scope of activities

**Timeframe:** Short – Medium (1-4 years)

## Summary of Study Recommendations

Figure 8-1 Summary Table of Recommendations

Recommendation	Sub-strategies	Cost	Timeline
<b>Align Recommendations with Larger Planning Efforts</b>	<ul style="list-style-type: none"> <li>N/A</li> </ul>	N/A	Ongoing
<b>Microtransit</b>	<ul style="list-style-type: none"> <li>General and paratransit riders</li> </ul>	\$305,000 - \$850,000	Short (1-2 years)
	<ul style="list-style-type: none"> <li>School students</li> </ul>	\$145,000 in first year	Short (1-2 years)
	<ul style="list-style-type: none"> <li>Bus stop improvements</li> </ul>	\$5,000 - \$30,000 per stop	Short – Medium (1-4 years)
<b>Improve path of travel in high need areas</b>	<ul style="list-style-type: none"> <li>Street infrastructure improvements, improving lighting, crosswalks, traffic calming</li> </ul>	\$125,000 - \$180,000 per intersection	Medium (3-4 years)
	<ul style="list-style-type: none"> <li>Sidewalk quality, wayfinding and signage at critical nodes and commercial districts/anchor points</li> </ul>	\$10,000 - \$15,000 per block	Medium (3-4 years)
<b>Expand/improve existing program infrastructure</b>	<ul style="list-style-type: none"> <li>Lyft programs and Taxi program</li> </ul>	\$50,000 - \$150,000 depending on level of expansion	Short – Medium (1-4 years)
<b>Fare integration</b>	<ul style="list-style-type: none"> <li>Simplify/unify fares across all programs; pay for microtransit using automated fare payment; help individuals enroll in Clipper START program; and program expansion of low-income benefit</li> </ul>	\$30,000 - \$180,000 depending on software/hardware needs and level of subsidy	Short – Medium (1-4 years)
<b>Suisun City Direct Marketing</b>	<ul style="list-style-type: none"> <li>Suisun-specific materials; presentations, and travel orientation</li> </ul>	\$5,000 - \$50,000 annually depending on scope of activities	Short – Medium (1-4 years)

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# **ATTACHMENT 2**

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## **Status Of Suisun City Public Works Projects (2022)**

# Appendix A: Status Of Suisun City Public Works Projects (2022)

## **Rectangular Rapid Flashing Beacons Project (HSIP Cycle 9) – Recently Completed**

- Installed RRFBs and high visibility crosswalks on Merganser Drive fronting the Senior Center, Pintail Drive at Scoter Way fronting the Suisun Library and Crescent Elementary School, and Lawler Ranch Parkway between Hillborn Way and Fennie Way.
- Design and construction was funded by Highway Safety Improvement Program (HSIP) Cycle 9 grant allocation.

## **New Railroad Avenue Pavement Resurfacing Project – Recently Completed**

- Completed pavement 2" pavement overlay on eastbound Railroad Avenue between Sunset Avenue and Birchwood Court, as well as re-stripe both side of Railroad Avenue from Sunset Avenue to Marina Boulevard.
- Design was funded by OSSIP. Construction was funded by One Bay Area Grant (OBAG) and Transportation Development Act Article 3 (TDA-3)

## **Asphalt Rubber Cape Seal and Traffic Calming Project**

- Design has been completed and construction is anticipated to begin the week of June 6, 2022.
- The project scope includes resurfacing Village Drive from Highway 12 to Railroad Avenue (approximately 3,440 feet) and Whispering Bay Lane from Francisco Drive to Josiah Circle (approximately 910 feet) with asphalt rubber cape seal treatment.
- The project scope also includes digout repairs; removal and replacement of curb ramps to meet accessibility requirements; restriping Village Drive to include buffered bicycle lanes as a road diet approach to enhance safety, mobility and access for all road users; and traffic calming improvements at the existing pedestrian/student

crossing on Whispering Bay Lane fronting Crystal Middle School. The traffic calming improvements include rectangular rapid flashing beacons, high visibility crosswalk, concrete curb bulbout, and curb ramp upgrades.

- Design and construction are funded by Senate Bill 1 and Transportation for Clean Air (TFCA) allocations.

## **McCoy Creek Trail Phase 2**

- The Public Works Department has secured Active Transportation Program (ATP) grant funding in the amount of \$4,137, 000 for design (\$650,000) and construction (\$3,487,000) for this project. No local match is required.
- The Project will be an extension of McCoy Creek Trail – Phase 1, which provided improvements along the west bank of the McCoy Creek between Highway 12 and Pintail Drive, and completed in 2008. The Phase 2 Trail will extend the existing Phase 1 Trail by constructing a Class I pedestrian/bicycle path along the west bank of the McCoy Creek canal from the north side of Pintail Drive to the Laurel Creek canal. The Trail will then cross over a prefabricated bridge from the south bank to the north bank of the Laurel Creek Canal (roughly ending at the dead-end of Humphrey Drive). The Trail will then continue along the north bank of the Laurel Creek canal to Blossom Avenue. The Project will be approximately 0.8 mile in length
- In addition to constructing a 10-foot wide concrete path and installing a prefabricated bridge, other improvements could include shade structures, site furnishings, minor landscaping, monument entrance signs, educational kiosk signs, wayfinding signs, railings, and fencing, as well as bulb-outs, rectangular rapid flashing beacons, and high visibility crosswalks at the three crossings at Pintail Drive, Worley Road and Blossom Avenue.
- On May 31, the construction contract was awarded to enable construction to begin this year. The project is anticipated to be completed by the end of the 2023 calendar year.

## **Train Depot Lighting and Bus Shelter Improvements**

- Public Works has coordinated with the STA for the completion of the design work for this project.
- A contractor is currently under contract to install two decorative streets lights and two bus shelters/wind screens along the train depot platform.
- Construction will be funds the STA secured from Amtrak.
- There is a long lead time on the bus shelters, and construction is anticipated to be completed later this year.

### **Traffic Signal Improvements Project (HSIP Cycle 10)**

- Secured HSIP Cycle 10 grant funds in the amount of \$1,515,330 for design and construction. A 10% local match of \$168,370 (OSSIP) is required.
- Have contracted with a design consultant to prepare PS&E.
- Design work has begun in May 2022, and construction will begin at the start of the 2023 construction season, which is typically in May/June.
- The project scope is to upgrade the eleven (11) traffic signals in Suisun City.
- The traffic signal improvements to be considered include upgrading and standardizing hardware and corresponding devices, such as replacing cabinets/controllers, providing interconnect capabilities, adding backup batteries, installing or replacing vehicle detection video cameras and adding mast arms so that approaching motorists within the horizontal curve of the roadway have better sight of the signal head(s); providing advanced dilemma zone detection; providing a protected left-turn phase at the Sunset Avenue/Pintail Drive intersection; and improving signal timing for improved pedestrian safety and efficient vehicular movement.

### **Rectangular Rapid Flashing Beacons Project (HSIP Cycle 10)**

- Secured HSIP Cycle 10 grant funds in the amount of \$249,800 for design and construction. OSSIP will augment funding of design work.
- Have contracted with a design consultant to prepare PS&E.
- Design will begin in June 2022 and construction will begin at the start of the 2023 construction season, which is typically in May/June.
- The project scope includes pedestrian crossing improvements at the following three locations fronting two elementary schools, per the attached Location Map:
  1. Golden Eye Way at Shoveller Drive (fronting Suisun Elementary School).
  2. Pintail Drive at Crane Drive (fronting Dan O. Root Elementary School and Goepp Park).
  3. Harrier Drive, north of Osprey Way (fronting Dan O. Root Elementary School).
- Improvements will include RRFBs, concrete bulbouts, high visibility crosswalks and signage.

### **Highway 12 Landscape Improvements Project**

- The Public Works Department has secured \$2,150,000 in Clean California funding (Caltrans' portion) to beautify undeveloped areas of Highway 12 from Civic Center Boulevard to Emperor Drive. Undeveloped areas include the center median, shoulders and the on ramp/off ramp area at Highway 12/Civic Center Boulevard.

- Improvements could include appropriate landscaping, decomposed granite, rock blanket or mortared cobblestones, fence replacement, power washing of soundwall at the Highway 12 on ramp at Civic Center Boulevard, and beautification of the k-rails at Highway 12/McCoy Creek.
- A community outreach questionnaire was posted on the City's website on April 25, as well as on the Public Works Facebook, to enable residents to provide feedback on improvements they would like included in the project. The last day to provide input is today (5/31).
- Design work has begun and is anticipated to be completed this summer. Once completed, the construction documents will be advertised immediately. The schedule is to complete the project by June 30, 2023.

### **Green Infrastructure Project**

- Secured \$893,270 from Caltrans for the design and construction of bioretention swales and installation of a trash capture device between the Highway 12 off ramp at Civic Center Boulevard and the park and ride lot.
- Once the Cooperative Implementation Agreement with Caltrans is fully executed, either in May or June 2022, Public Works will secure the services of design consultant to prepare PS&E. Construction is anticipated to begin at the start of the 2023 construction season, which is typically in May/June.

### **Private Developments**

- Lawler Mixed Use – Under construction are luxury apartments and two retail units at the southeast corner of Anderson Drive and Lawler Center Drive. This project includes replacing the damaged sidewalks on the east side of Lawler Center Drive from McCoy Creek Way to Anderson Drive, as well as the south side of Anderson Drive from Lawler Center to the medic business at corner of Anderson Drive/McCoy Creek Way. A new sidewalk along the north side of McCoy Creek Way from Anderson Drive west to the said medic business will be installed.
- Zip Thru Carwash – Under construction is a new car wash facility at the southeast corner of Anderson Drive and Grizzly Island Road. This project includes installing sidewalk along the McCoy Creek Way and Grizzly Island Road frontages.
- Marina Village Apartments – Under construction are affordable apartments at the southeast corner of Marina Boulevard and Buena Vista Avenue. This includes filling in the gap in the sidewalk system along the frontage of the project site.
- Caterpillar Clubhouse Daycare – Under construction is a daycare at 1241 Anderson Drive.

## **Local Road Safety Plan**

- The Public Works Department has secured Local Road and Safety Plan (LRSP) grant funds in the amount of \$40,000 for the preparation of a LRSP report. The City's local match contribution is \$4,445.
- The City has pooled its funds with the Cities of Benicia, Dixon, Fairfield, Rio Vista, Vacaville and Vallejo to facilitate a collaborative process between all parties to ensure timely completion and delivery of the LRSP preparation.
- In order to be eligible for future HSIP funding, starting with Cycle 11, the City will need a LRSP.
- The preparation of the LRSP is underway and is on schedule to be completed this summer.

## **Recreational Trails Park Grant Application Submittal**

- Public Works has prepared and submitted a grant application through the Recreation Trails Program (RTP) for the McCoy Creek Trail Phase 3 project.
- The funds set aside for the construction of Prosperity Community Garden will be used as a local match.
- Projects recommended for RTP funding will be announced in Summer 2022.
- If the requested RTP funds are awarded for this project, the Phase 3 Trail would be constructed in tandem with and will enhance the Prosperity Community Garden Project.

## **Transportation Development Act (TDA) Article 3 Grant Application Submittal**

- Public Works has submitted to the STA TDA-3 grant applications for the following two projects: a) Sidewalk Gap Closure (\$95,000) along the frontages of the Marina Village Apartments that are currently under construction, and b) Replacement of the outdated RRFB devices (\$50,000) on Marina Boulevard at Lotz Way.
- Projects recommended for TDA-3 funding will be announced in Summer 2022.

# **APPENDIX B**

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## **Status Of STA BR Recommendations**

RecommendationsAttachment 2  
Related

For Actionable &amp; Relevant Recommendations:

= Underway

= Completed

= Not Yet Started

Measurements

<b>#1</b>	Act on recommendations of the Fare Coordination and Integration Study, including selecting and funding pilot projects	<b>Actionable</b>	2.1
<b>#2</b>	Determine whether existing authority is sufficient to support uniform implementation of these recommendations		
<b>#3</b>	If needed, seek state legislation for additional authority to ensure timely and uniform implementation of these recommendations		
<b>#4</b>	Fund & finalize regional mapping & wayfinding standards	<b>Relevant</b>	2.5
<b>#5</b>	Fund & complete up to three consistently branded mapping & wayfinding pilot projects in the North Bay & East Bay	<b>Actionable</b>	2.5
<b>#6</b>	Fund & develop a data platform for regional mapping data services to enable standardization of digital/paper maps across services.	<b>Actionable</b>	2.5
<b>#7</b>	Request action by Caltrans to expedite design exceptions that will allow for bus priority on state highways		
<b>#8</b>	Sponsor legislation to remove barriers to transit priority		
<b>#9</b>	Fund the design & delivery of near-term transit corridor projects	<b>Relevant</b>	2.6
<b>#10</b>	Select near-term carpool lane operating policies for advancement		
<b>#11</b>	Define a cooperative agreement process to expedite travel time improvements on arterial streets & bus rights-of-way	<b>Actionable</b>	2.2, 3.1-3.2
<b>#12</b>	Fund, develop, and adopt a transit priority policy and corridor assessment for improving bus speeds & reliability	<b>Relevant</b>	2.6, 3.3-3.9
<b>#13</b>	Fund and complete a business-case analysis of potential transit network management reforms		
<b>#14</b>	Establish & support an MTC advisory group to guide this analysis		
<b>#15</b>	Provide financial incentives for Solano and Sonoma counties to complete their transit integration initiatives	<b>Relevant</b>	1.6
<b>#16</b>	Deliver grant for Phase 1 Rail Partnership and Governance Assessment, and Final Assessment		
<b>#17</b>	Adopt transit equity principles and a process for applying them	<b>Actionable</b>	1.1
<b>#18</b>	Fund, develop, and adopt a Bay Area Connected Network Plan	<b>Relevant</b>	1.7
<b>#19</b>	Adopt transit hub toolkit to optimize station design & connectivity that includes coordination with local governments' access plans	<b>Relevant</b>	2.5
<b>#20</b>	Establish protocols & implement uniform real-time & transit pathway data collection to give customers consistent & accurate info	<b>Relevant</b>	3.10-3.12
<b>#21</b>	Designate a mobility manager to coordinate rides and serve as a liaison between transit agencies in each county	<b>Actionable</b>	2.3
<b>#22</b>	Fund more pilot projects for one-seat paratransit rides & develop cost-sharing policies for paratransit trips that cross jurisdictions	<b>Relevant</b>	3.13
<b>#23</b>	Identify the next steps for full integration of ADA paratransit services with the Clipper fare-payment system	<b>Relevant</b>	2.4
<b>#24</b>	Identify key paratransit challenges and recommend reforms	<b>Actionable</b>	3.13
<b>#25</b>	Adopt standardized eligibility practices for programs that benefit people with disabilities, including paratransit and Clipper RTC cards	<b>Actionable</b>	2.4
<b>#26</b>	Identify cost-saving efficiencies & funding needs for regional transit network mgmt. as part of the Business Case analysis (per #13-14)		
<b>#27</b>	Convene stakeholders to identify priorities & a funding framework for a future ballot measure that would include new transit funding	<b>Actionable</b>	1.8

# **APPENDIX C**

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## **Protocol for Suisun City Walking Tour**

# Appendix C: Protocol for Suisun City Walking Tour

**Date:** 2/24/2022

**Time:** Noon to 1:30pm

**Start/End Point:** Suisun City Library

**Participants:** 10 -12 Community Members

**Staff:** 6-7 from STA, NN, Circlepoint

## Purpose:

1. Solicit input on transportation gaps and potential improvements (including those being considered by consultant team)
2. Identify issues in environment along walking route
3. Generate interest in project among participants' networks

## Overview

The questions listed below are intended as a guide and do not need to be asked verbatim. This tour is intended to be a loosely structured opportunity for staff to chat informally with participants about their transportation habits, preferences, barriers faced, and suggestions for improvements.

It is anticipated that staff will ask follow-up questions to many of the questions listed below, depending on the nature of the participants' response. The primary advantage of this in-person tour over a customer survey is the opportunity to present probing questions that will provide the study with a more nuanced understanding of the issues faced by residents, in addition to their responses to potential solutions.

Staff capacity permitting, each "interviewer" should be accompanied by a "roving reporter" who will note key inputs from participants that can be included in a summary report to be prepared by Circlepoint following the tour.

## Question Guide

- How do you usually get around in Suisun City? How about trips outside of the city?
- What are some of the challenges you face in getting around the community?
- What is more important to you, that you have a shorter distance to travel to a bus stop, or that the bus come more frequently?
- Would you be willing to wait longer for a transit vehicle if it took you to your destination faster?
- Would you be more likely to use public transit if it was easy for you to get to the Fairfield Transit Center or to the Amtrak Station?
- Is the cost of public transit a barrier to you riding the bus/taking a train?
- Do you have access to a smartphone? Would you feel comfortable using it to reserve a transit trip?
- Would you be willing to pay, let's say, double a bus fare, if you could get picked up at or near your home?
- How about paying more to get a ride either alone or with just one other person, rather than travelling on a bus?
- What is more important to you, expanded evening service or weekend service?
- Have you had problems getting information about what transportation options are available in Suisun City? Have you heard of the Solano Mobility Center?
- What do you think about the condition of the sidewalks in Suisun City?
- Has safety at bus stops been a deterrent to you riding the bus?
- How about safety getting to the bus, or riding on the bus?
- What do you think are Suisun City residents' attitudes towards public transit? For those who don't have access to a car, is there anything you can suggest to increase the likelihood that they would ride public transit?
- Note issues visually identified along walking route (such as unsafe crossings, missing curb ramps, etc):



# **APPENDIX D**

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**Flyer (10.12.21)**



## Suisun City Community-Based Transportation Plan

**You are invited to join our virtual public meeting**

**Date:** Thursday, October 28, 2021, 6–8 p.m.

**Link:** [bit.ly/SuisunCBTP2021](https://bit.ly/SuisunCBTP2021)

**Call In:** (669) 900-6833

**Webinar ID:** 865 9487 7943

Join the Solano Transportation Authority (STA) and Suisun City to learn more about our Community-Based Transportation Plan (CBTP) for Suisun City.

During this Zoom webinar, we will introduce our study of current transit and mobility conditions, the impacts of the COVID-19 pandemic on mobility, and ways to make mobility services more accessible and efficient for residents of Suisun City. We will also be taking your questions and comments and providing additional information on how you can get involved.

If you are unable to register online, please call the Solano Mobility Call Center at (800) 535-6883 to RSVP.

If you are not able to attend, meeting materials will be added to the website [solanomobility.org/SuisunCityCBTP](https://solanomobility.org/SuisunCityCBTP) for future reference. **Spanish and Tagalog interpreters will be available.**

Questions? Contact STA at [dmcquilkin@sta.ca.gov](mailto:dmcquilkin@sta.ca.gov).

**We hope to see you there!**



SPACE  
FOR  
POSTAGE

## Looking for more ways to get involved?

### Please take our Phase I survey!

We want to hear from you about your experience with transportation options in Suisun City.



**English:** [bit.ly/SuisunCBTP-Survey1](https://bit.ly/SuisunCBTP-Survey1)

**Español:** [bit.ly/SuisunCBTP-Encuesta1](https://bit.ly/SuisunCBTP-Encuesta1)

**Tagalog:** [bit.ly/SuisunCBTP-Survey1-Tag](https://bit.ly/SuisunCBTP-Survey1-Tag)

Given the challenges posed by the COVID-19 pandemic, most community engagement opportunities for the project will be online to ensure the safety of community and project members.

We will continue to monitor the latest national/state/regional/local health guidelines and assess the feasibility of in-person events.

For more information, visit the project website [solanomobility.org/SuisunCityCBTP](https://solanomobility.org/SuisunCityCBTP).

**THIS SPACE SEPARATED BY THE BLACK  
HASH MARKS NEEDS TO BE SET ASIDE  
FOR MAILING INFORMATION**



# **APPENDIX E**

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## **Survey**



## Suisun City Community Based Transportation Plan

### Phase I Survey

The Solano County Transportation Authority (STA) is partnering with the City of Suisun City to implement a Community-Based Transportation Plan (CBTP) to study and listen to transportation challenges facing Suisun City residents. The CBTP will help the City and STA better understand current transit conditions, the impacts of the COVID-19 pandemic, and opportunities to make mobility services more accessible and efficient for older adults, youth, low-income, individuals with disabilities, and all residents across the community.

The first 100 respondents will receive a \$5 Lyft credit for participating. By providing your feedback, you will help us design transportation system improvements that work for you!

[Versión en español.](#)

[Bersyon sa filipino.](#)

1. Have you ever used or currently use public transit in or around Suisun City?

☐ Yes

☐ No

2. If you answered **No to question 1**, why not? *Skip question 3 if you answered this question.*

☐ I don't know enough about it

☐ Fares are too high

☐ Stop is too far from my home

☐ I prefer to use my own car

☐ Stop is too far from my destination

☐ I can get to my destinations by walking or cycling

☐ Schedules are not convenient

☐ Other (please specify)

3. If you answered **Yes to question 1**, what services have you used?

☐ SolTrans

☐ Delta Breeze

☐ FAST

☐ SolanoExpress

☐ DART Paratransit

☐ Other (please specify)

4. What locations do you primarily travel to? Check all that apply.

	Within Suisun City	Outside of Suisun City
Home	<input type="checkbox"/>	<input type="checkbox"/>
Work	<input type="checkbox"/>	<input type="checkbox"/>
Medical Appointments	<input type="checkbox"/>	<input type="checkbox"/>
School	<input type="checkbox"/>	<input type="checkbox"/>
Shopping/errands	<input type="checkbox"/>	<input type="checkbox"/>
Sports/social/recreation	<input type="checkbox"/>	<input type="checkbox"/>
Airport	<input type="checkbox"/>	<input type="checkbox"/>
Train Station	<input type="checkbox"/>	<input type="checkbox"/>
I do not use public transit	<input type="checkbox"/>	<input type="checkbox"/>

Other (please specify)

5. What locations would you like to go to but have difficulty travelling to?

6. What would encourage you to make more trips using public transit instead of driving? *Check all that apply.*

☐ If travel times were faster

☐ If fares were less expensive

☐ If I lived closer to transit options

☐ If there were more routes to where I needed to go

☐ If I had easy, fast access to transit hubs

☐ If I knew more about it and how to use it

☐ Other (please specify)

7. Prior to this survey, which of the services and incentives offered by Solano Mobility were you aware of? *Check all that apply.*

☐ I have visited the Solano Mobility website.

☐ Travel Training: provides free training so that you can learn to safely and confidently use public fixed route transit within Solano County.

☐ Mobility Call Center: local staff take your call to provide information on all transit/mobility programs and services.

☐ Solano Older Adults Medical Trip Concierge Service: provides subsidized Uber and Lyft rides through GoGo Grandparent, for Solano County residents (60+) to get to and from medical appointments, within Solano County.

☐ Transit Trip Planning: helps you plan a transit trip to anywhere in the Bay Area through a call with a trip planner.

☐ Bucks for Bikes Program: offers an

incentive of up to \$300 for individuals who purchase a new bicycle for commuting.

- ☐ Vanpool Incentives: provide a \$200 subsidy to help vanpool participants reduce the cost of commuting.

- ☐ First/Last Mile Program with Lyft: provides 80% off your Lyft rides up to \$25 to and from participating transportation centers in Solano county, including all SolanoExpress Bus stops and the two Solano county train stations.

- ☐ Solano County Intercity Taxi Card (ITX) Program: provides subsidized rides utilizing a pre-paid debit card to Qualified ADA individuals for taxi rides between transit service areas.

- ☐ Vehicle Share Program: allows wheelchair accessible vans to be shared amongst multiple non-profits organizations that provide services for older adults and people with disabilities in Solano County.

- ☐ I was not aware of any of these services.

8. If you were unaware of any of these services prior to taking this survey, does this new information encourage you to consider using public transit?

- ☐ Yes
- ☐ No
- ☐ I'm not sure yet, I want to learn more

9. Please share any other thoughts on how we can make the transportation system in Suisun City work for you:

10. Do you use a smartphone?

☐ Yes

☐ No

11. What is the primary ethnicity you identify with?

☐ White or Caucasian

☐ Asian or Asian  
American

☐ Black or African  
American

☐ Native American

☐ Hispanic or Latino

☐ Decline to answer

☐ Other (please specify)

12. What is your age?

13. What is your annual household income?

- ☐ Under \$10,000      ☐ Between \$50,000 and \$74,999
- ☐ Between \$10,000 and \$24,999      ☐ \$75,000 or more
- ☐ Between \$25,000 and \$49,999      ☐ Decline to answer

14. Do you have difficulty using transportation because of a disability?

- ☐ Yes
- ☐ No
- ☐ Decline to answer

15. Primary language spoken at home:

- ☐ English
- ☐ Spanish
- ☐ Other (please specify)

*The first 100 respondents will receive a \$5 Lyft credit for participating.*

*If you would like to be eligible to receive this prize, please provide your phone number below in order to receive your Lyft credit. If you do not receive your credit within 7 days, please contact*

*aantunano@sta.ca.gov.*

## **Thank you for taking the time to complete our survey!**

Your input is an essential part of this effort to improve the transportation system in and around Suisun City.

If you'd like to share this survey with someone, send them this link: [bit.ly/SuisunCBTP-Survey1](https://bit.ly/SuisunCBTP-Survey1)

Visit our project webpage [solanomobility.org/SuisunCityCBTP](https://solanomobility.org/SuisunCityCBTP) to learn more and find additional ways to get involved.

*Don't forget to click the submit button below.*

16. Enter your phone number in order to receive a \$5 Lyft credit.

Phone  
Number

SUBMIT

Powered by



See how easy it is to [create a survey](#).

[Privacy & Cookie Notice](#)



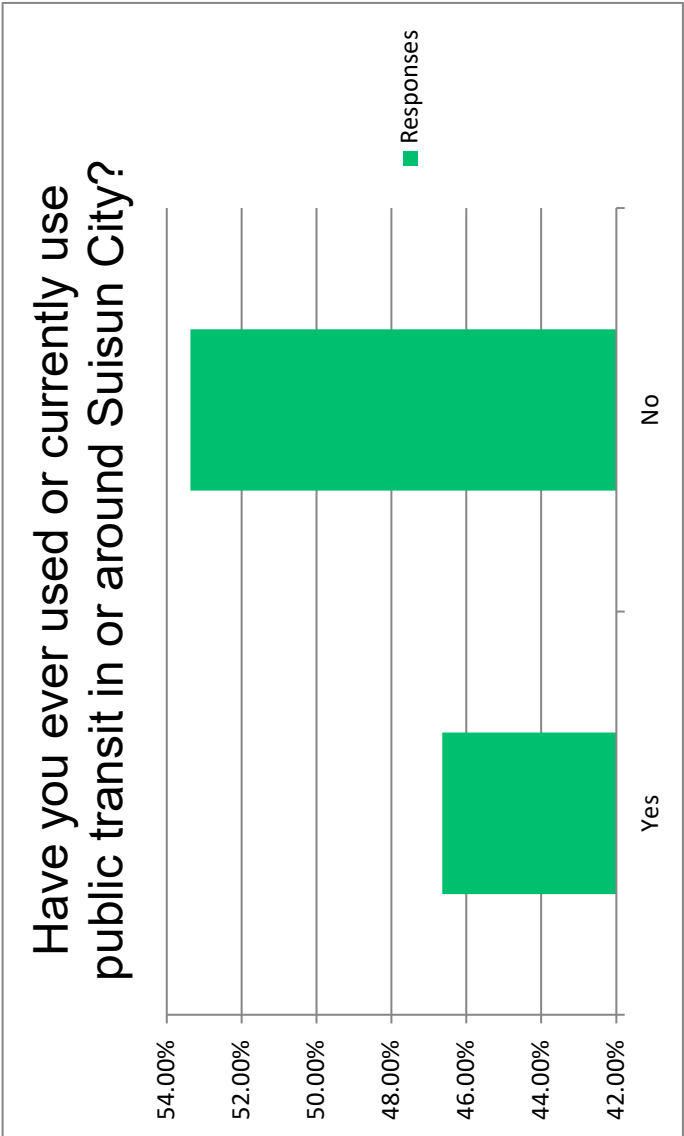
# **APPENDIX F**

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## **Survey Tabs**

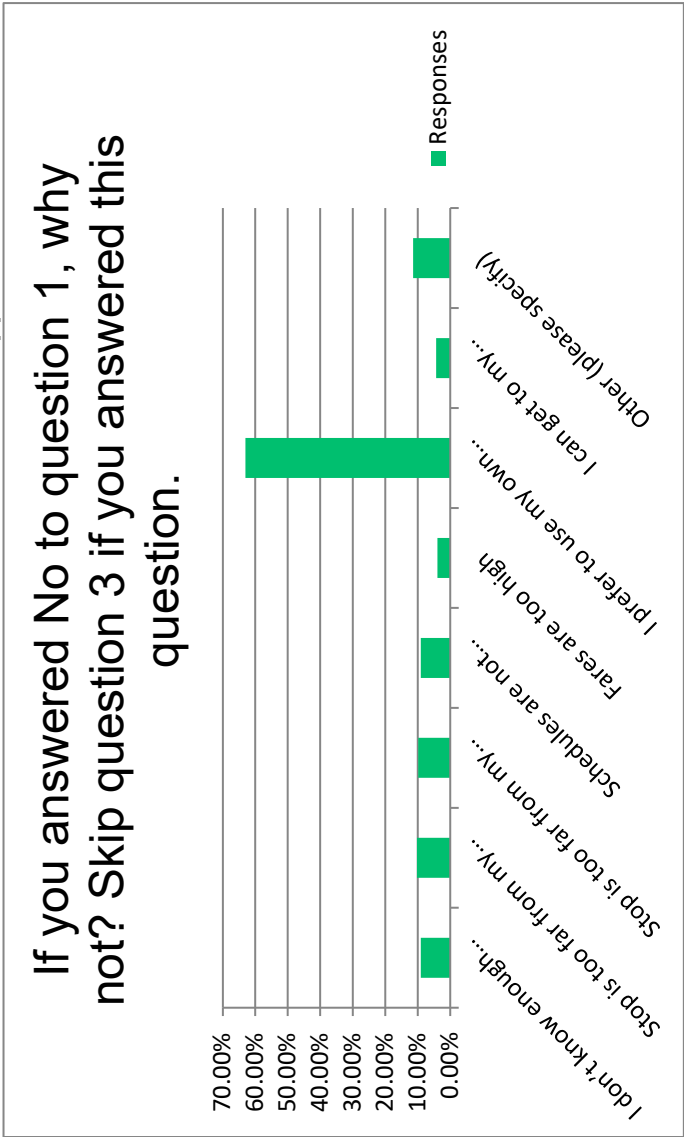
Suisun City Community Based Transportation PlanPhase I Survey  
Have you ever used or currently use public transit in or around Suisun City?

Answer Choices	Responses
Yes	46.64% 201
No	53.36% 230
Answered	431
Skipped	5



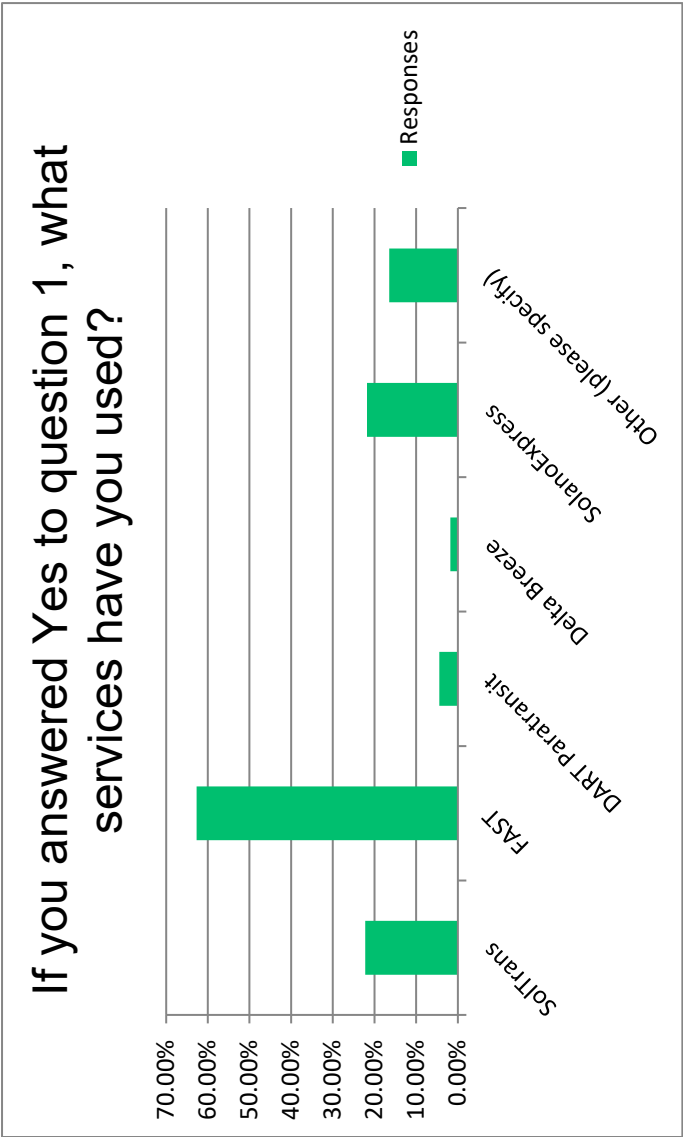
Suisun City Community Based Transportation PlanPhase I Survey  
If you answered No to question 1, why not? Skip question 3 if you answered this question.

Answer Choices	Responses
I don't know enough about it	23
Stop is too far from my home	26
Stop is too far from my destination	25
Schedules are not convenient	23
Fares are too high	10
I prefer to use my own car	160
I can get to my destinations by walking or cycling	11
Other (please specify)	29
	254
	182



Suisun City Community Based Transportation PlanPhase I Survey  
If you answered Yes to question 1, what services have you used?

Answer Choices	Responses
SolTrans	50
FAST	141
DART Paratransit	10
Delta Breeze	4
SolanoExpress	49
Other (please specify)	37
	225
Answered	
Skipped	211



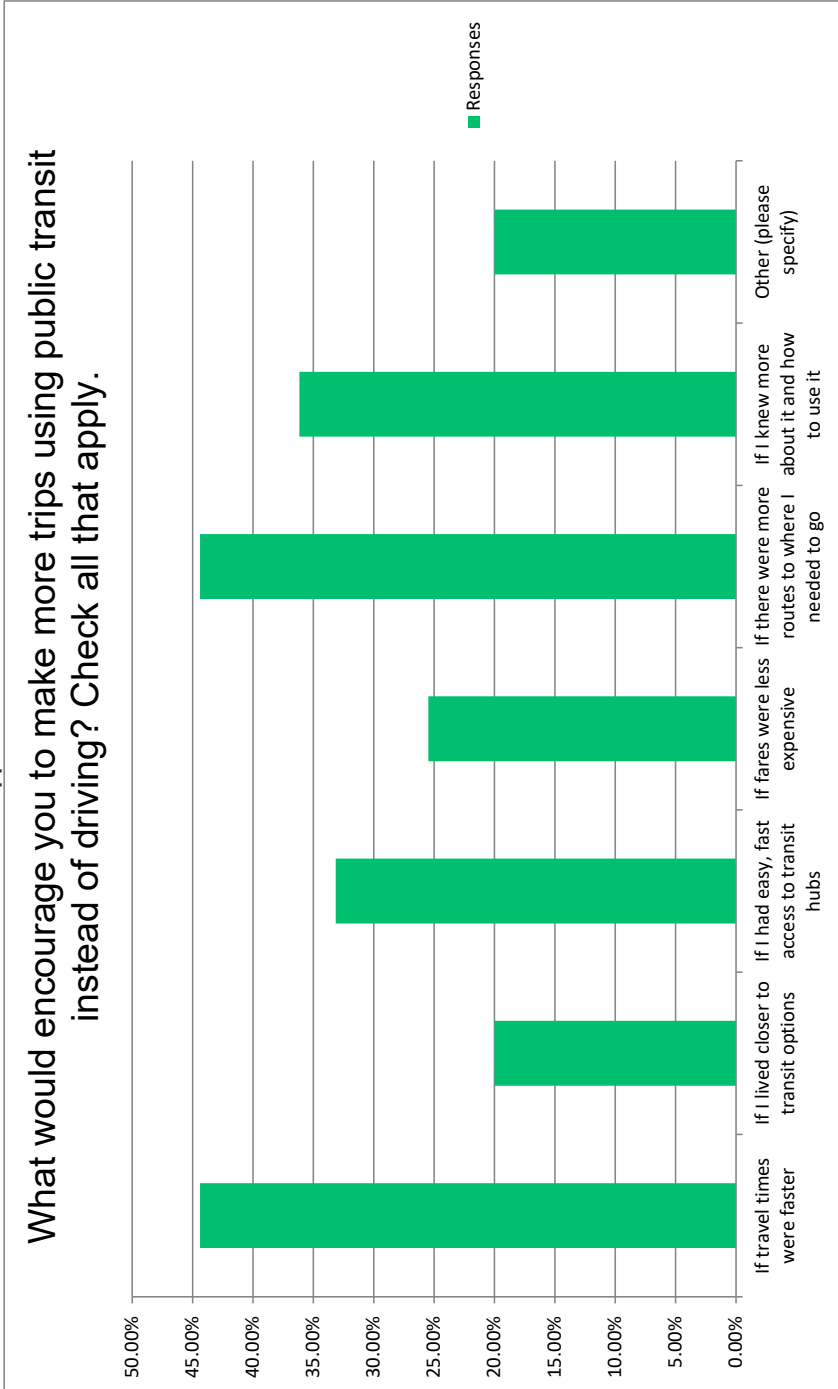
**Suisun City Community Based Transportation PlanPhase I Survey**  
**What locations do you primarily travel to? Check all that apply.**

	Within Suisun City	Outside of Suisun City	Total
Home	222	69	277
Work	43	145	199
Medical Appointments	71	221	278
School	36	45	90
Shopping/errands	199	205	316
Sports/social/recreation	80	143	182
Airport	8	152	163
Train Station	73	61	123
I do not use public transit	129	50	131
Other (please specify)			21
	<b>Answered</b>		<b>429</b>
	<b>Skipped</b>		<b>7</b>

\*The format of this question was changed per the Mayor's preference after the initial survey had been distributed. 63 People responded to the survey prior to this, who did not distinguish if their trip was within or outside of Suisun City. Their data is reflected in the total column but not the first two columns.

Suisun City Community Based Transportation PlanPhase I Survey  
What would encourage you to make more trips using public transit instead of driving? Check all that apply.

Answer Choices	Responses
If travel times were faster	162
If I lived closer to transit options	73
If I had easy, fast access to transit hubs	121
If fares were less expensive	93
If there were more routes to where I needed to go	162
If I knew more about it and how to use it	132
Other (please specify)	73
Answered	365
Skipped	71

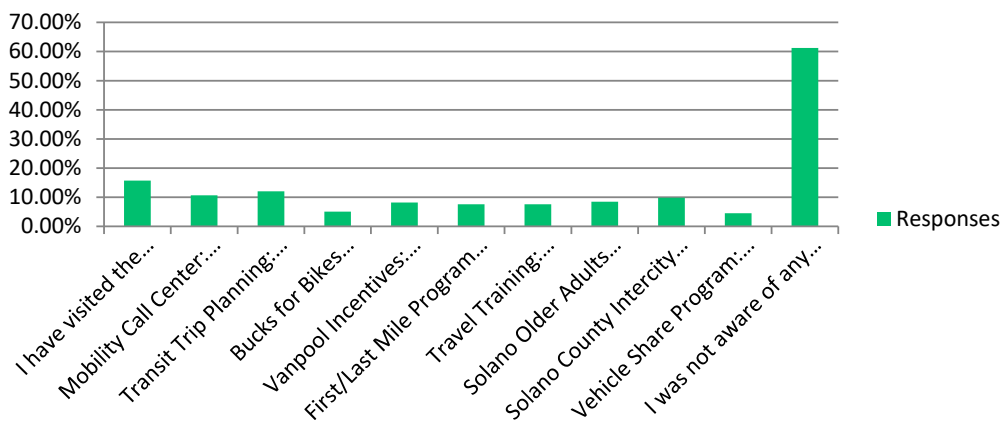


## Suisun City Community Based Transportation PlanPhase I Survey

**Prior to this survey, which of the services and incentives offered by Solano Mobility were you aware of? Check all that apply.**

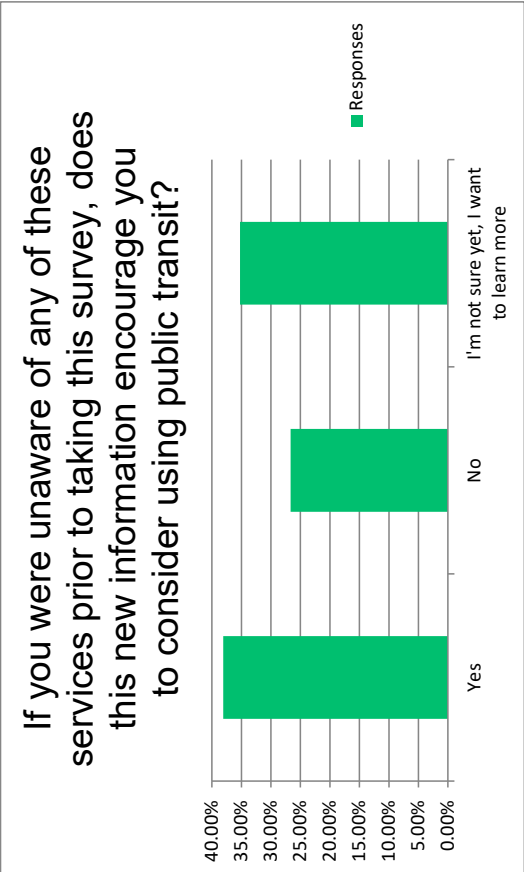
Answer Choices	Responses	
I have visited the Solano Mobility website.	15.73%	56
Mobility Call Center: local staff take your call to provide information on all transit/mobility programs and services.	10.67%	38
Transit Trip Planning: helps you plan a transit trip to anywhere in the Bay Area through a call with a trip planner.	12.08%	43
Bucks for Bikes Program: offers an incentive of up to \$300 for individuals who purchase a new bicycle for commuting.	5.06%	18
Vanpool Incentives: provide a \$200 subsidy to help vanpool participants reduce the cost of commuting.	8.15%	29
First/Last Mile Program with Lyft: provides 80% off your Lyft rides up to \$25 to and from participating transportation centers in Solano county, including all SolanoExpress Bus stops and the two Solano county train stations.	7.58%	27
Travel Training: provides free training so that you can learn to safely and confidently use public fixed route transit within Solano County.	7.58%	27
Solano Older Adults Medical Trip Concierge Service: provides subsidized Uber and Lyft rides through GoGo Grandparent, for Solano County residents (60+) to get to and from medical appointments, within Solano County.	8.43%	30
Solano County Intercity Taxi Card (ITX) Program: provides subsidized rides utilizing a pre-paid debit card to Qualified ADA individuals for taxi rides between transit service areas.	9.83%	35
Vehicle Share Program: allows wheelchair accessible vans to be shared amongst multiple non-profits organizations that provide services for older adults and people with disabilities in Solano County.	4.49%	16
I was not aware of any of these services.	61.24%	218
<b>Answered</b>		<b>356</b>
<b>Skipped</b>		<b>80</b>

**Prior to this survey, which of the services and incentives offered by Solano Mobility were you aware of? Check all that apply.**



Suisun City Community Based Transportation PlanPhase I Survey  
If you were unaware of any of these services prior to taking this survey, does this new information encourage you to consider using public transit?

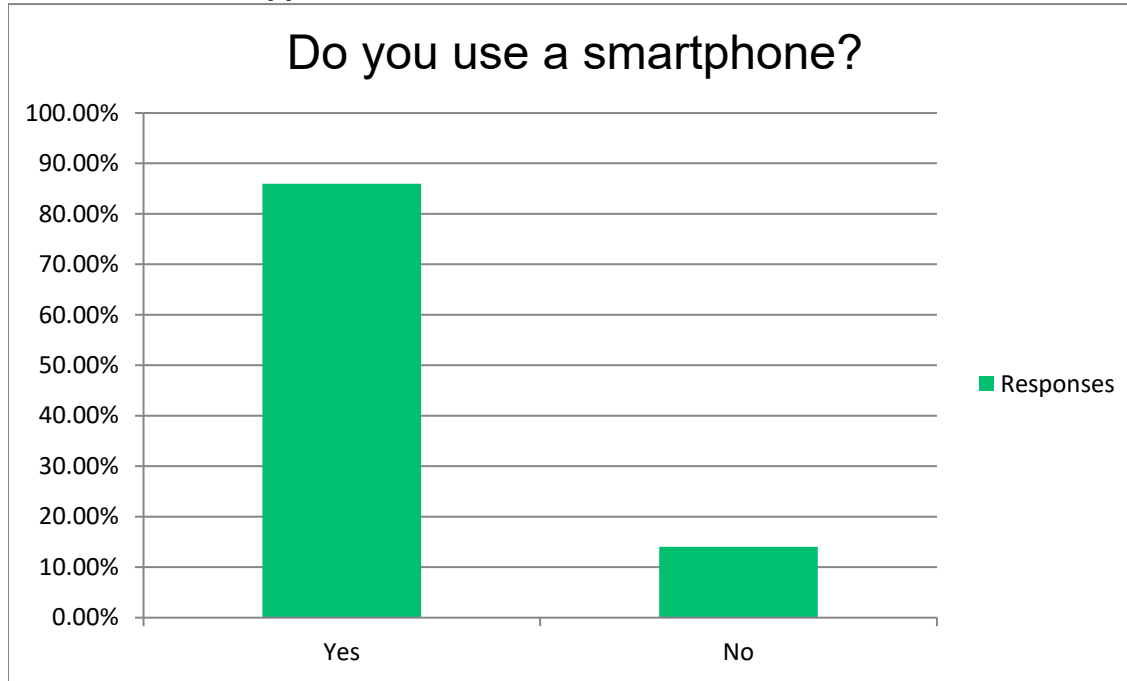
Answer Choices		Responses
Yes		147
No		103
I'm not sure yet, I want to learn more		136
Answered		386
Skipped		50



## Suisun City Community Based Transportation PlanPhase I Survey

### Do you use a smartphone?

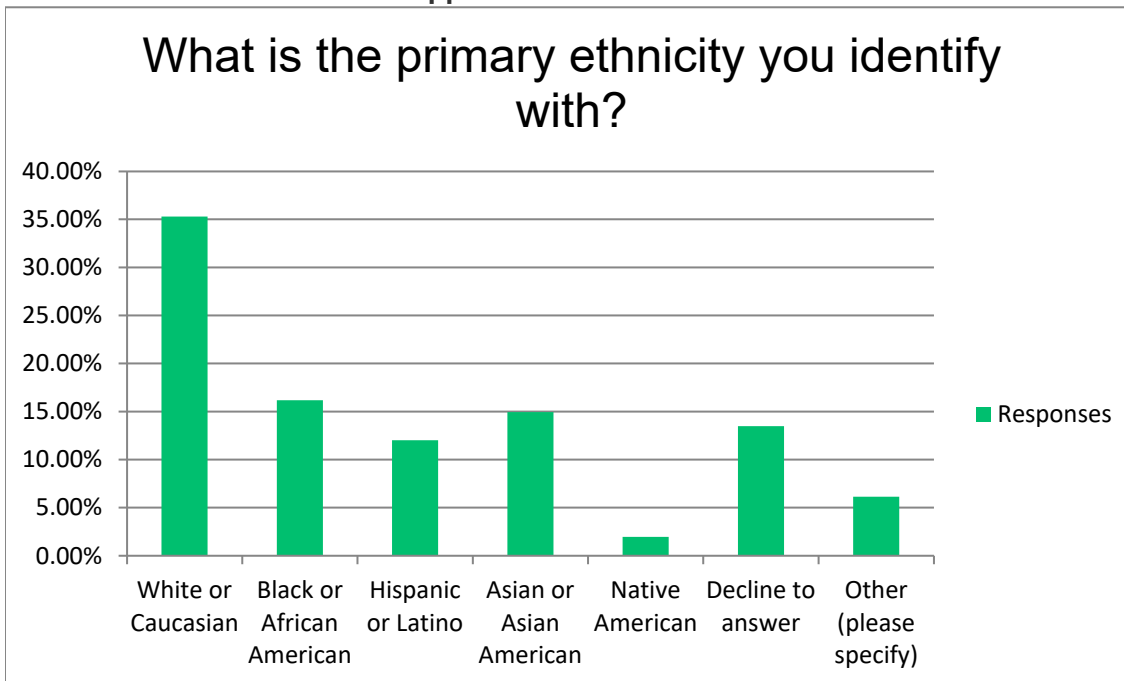
Answer Choices	Responses	
Yes	85.96%	355
No	14.04%	58
<b>Answered</b>		<b>413</b>
<b>Skipped</b>		<b>23</b>



## Suisun City Community Based Transportation PlanPhase I Survey

### What is the primary ethnicity you identify with?

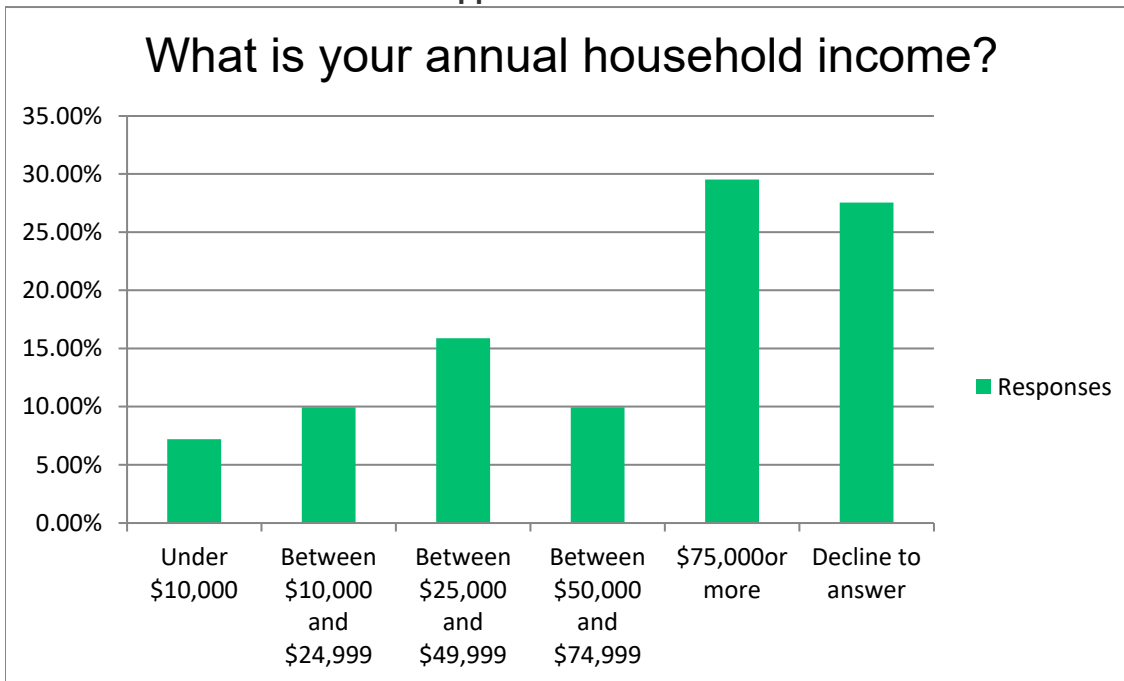
Answer Choices	Responses	
White or Caucasian	35.29%	144
Black or African American	16.18%	66
Hispanic or Latino	12.01%	49
Asian or Asian American	14.95%	61
Native American	1.96%	8
Decline to answer	13.48%	55
Other (please specify)	6.13%	25
<b>Answered</b>		<b>408</b>
<b>Skipped</b>		<b>28</b>



## Suisun City Community Based Transportation PlanPhase I Survey

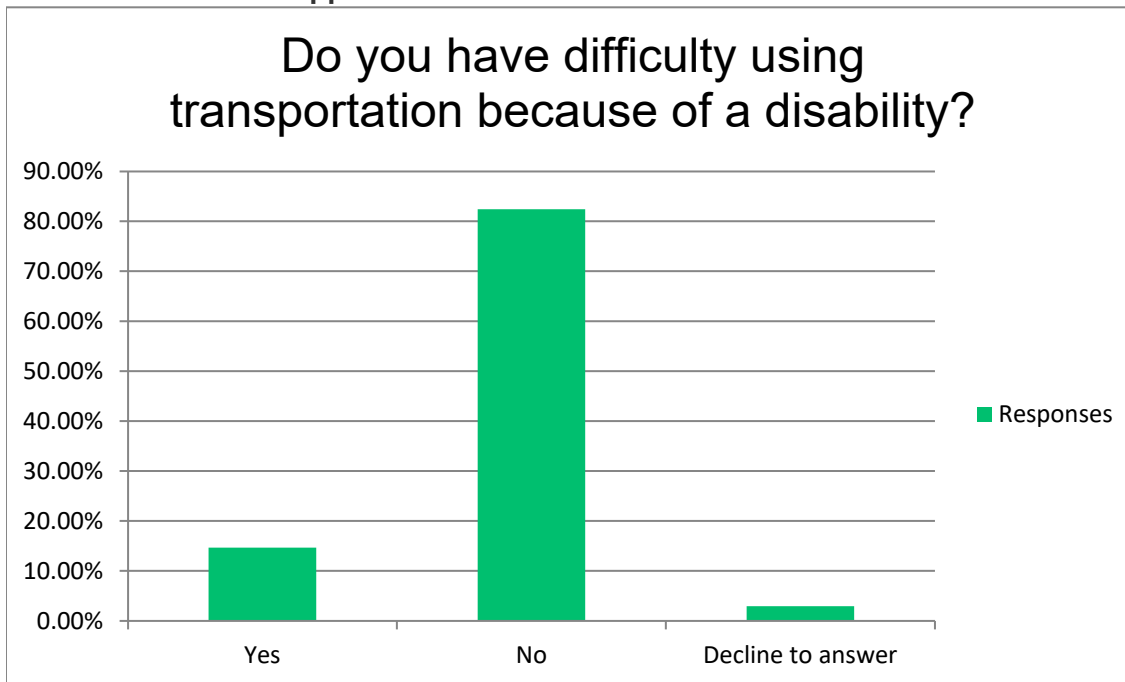
### What is your annual household income?

Answer Choices	Responses	
Under \$10,000	7.20%	29
Between \$10,000 and \$24,999	9.93%	40
Between \$25,000 and \$49,999	15.88%	64
Between \$50,000 and \$74,999	9.93%	40
\$75,000or more	29.53%	119
Decline to answer	27.54%	111
<b>Answered</b>		<b>403</b>
<b>Skipped</b>		<b>33</b>



Suisun City Community Based Transportation PlanPhase I Survey  
**Do you have difficulty using transportation because of a disability?**

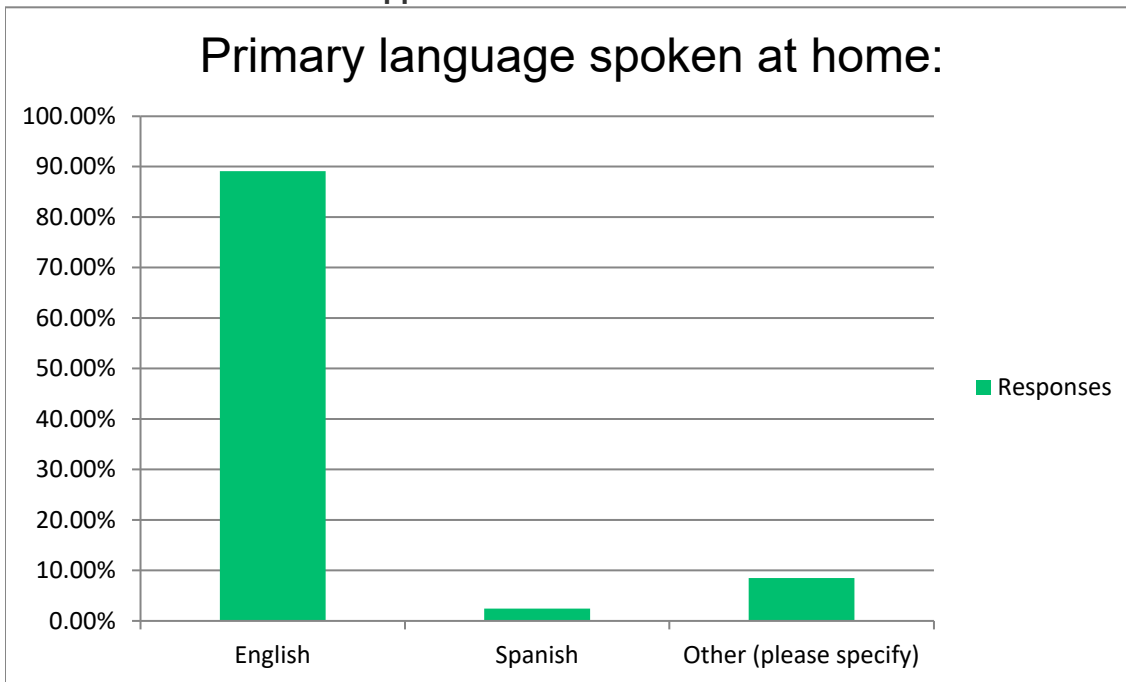
Answer Choices	Responses	
Yes	14.67%	60
No	82.40%	337
Decline to answer	2.93%	12
<b>Answered</b>		<b>409</b>
<b>Skipped</b>		<b>27</b>



## Suisun City Community Based Transportation PlanPhase I Survey

### Primary language spoken at home:

Answer Choices	Responses	
English	89.10%	368
Spanish	2.42%	10
Other (please specify)	8.47%	35
<b>Answered</b>		<b>413</b>
<b>Skipped</b>		<b>23</b>





# **APPENDIX G**

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## **Outreach Materials**

- **Flyer**
- **Boards**



# Welcome to Suisun City's Transportation Open House!

Thank you for joining us today in this important opportunity to provide feedback to Suisun City and the Solano Transportation Authority about the transportation issues that matter the most to you.

Today you will have an opportunity to give us your opinions on recommendations from a year-long study on ways of improving mobility options for Suisun City residents. Please visit each of the five “stations” described below and someone will be there to help you submit your input.

Thank you!

## OPEN HOUSE STATIONS



### What is Microtransit?

Microtransit is an innovative way of providing transit service on-demand to residents of Suisun City. Learn more about it and tell us your thoughts on how best to adapt to Suisun City.



### Neighborhood Improvements and Projects

Here is a list of neighborhood improvement projects that are either planned or completed. Use sticky dots to tell us which are the most important to you.



### Neighborhood Improvements

Tell us ways to make improvements to neighborhood streets and sidewalks that will make it safer for you and your family to move around the city.



### Solano Mobility Programs

Solano Mobility already provides a number of programs to make it easier for those who may need help to get around the city. Tell us how they can be improved or give us suggestions for new programs.



### Suisun City Transit and Mobility Improvements

Here are some more transit and mobility improvements recommended by the study. Tell us what you think of them or give us your ideas for other improvements.

# Suisun City CBTP Online Survey Key Takeaways

As part of outreach for the **Community Based Transportation Plan, STA** and the **City of Suisun City** conducted a virtual survey in English, Spanish, and Tagalog from September 2021-May 2022, which earned more than 430 responses. The survey was promoted at local events, online, and sent to households throughout Suisun City, and reflects a broad perspective of city residents. Key takeaways are provided below:

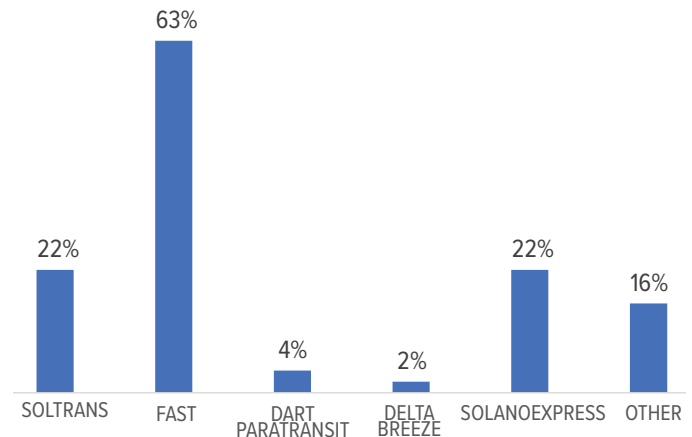
**53%** of respondents **have never used public transit** in or around Suisun City.

Of respondents who don't use public transit, **63%** said it's because **they prefer to use their own car**.

Locations people would like to go to but have difficulty travelling to include the **Bay Area, Napa, Sonoma, and Sacramento**.

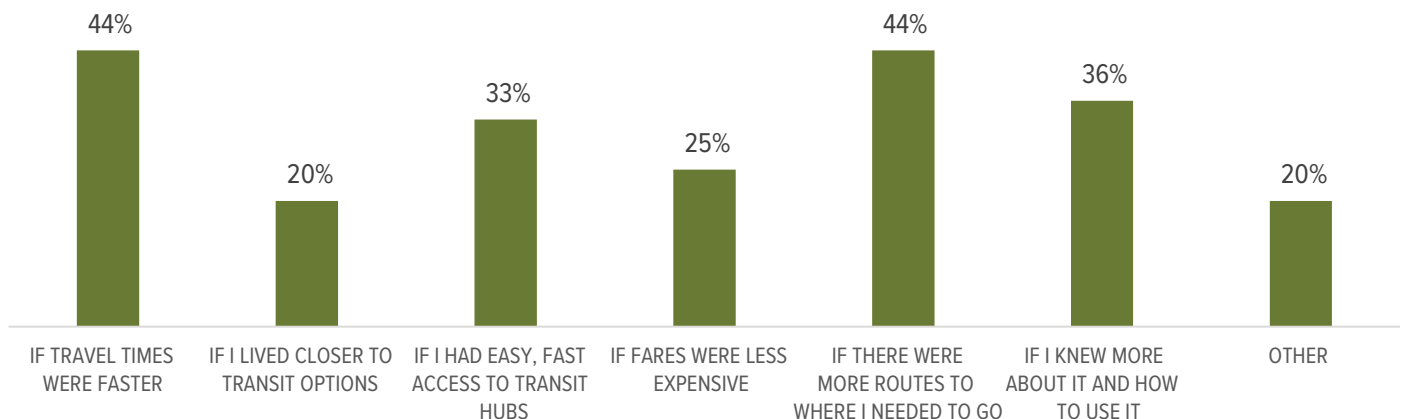
61% of respondents **were not aware of any of the services or incentives** offered by Solano Mobility.

**Most popular services** for those who do use public transit:



Respondents typically conduct their shopping/errands **both within and outside of Suisun City**. Nearly 90% of respondents travel **outside of Suisun City for medical appointments**, 82% of respondents **travel outside of Suisun City for work**, and 84% travel **outside of Suisun City for sports, social or recreation purposes**.

What would encourage respondents **to make more trips using public transit** instead of driving:

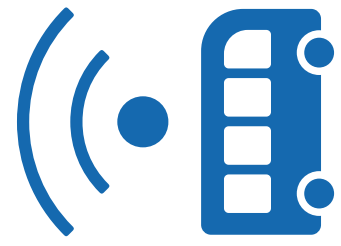


Respondent suggestions to **improve service**:

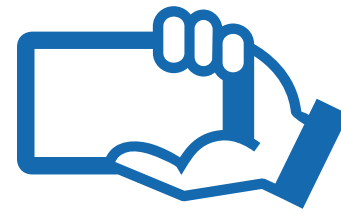
- Add **more frequent stops**
- Add **more bus routes**
- Provide **accessibility improvements**
- Improve **reliability**
- Provide **more information** about service updates and services
- Enhance **safety and cleanliness**



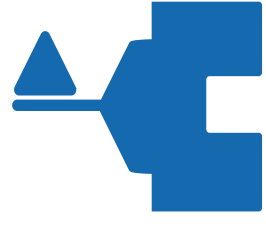
# What is Microtransit?



Microtransit, provides on-demand transit service within a service area.



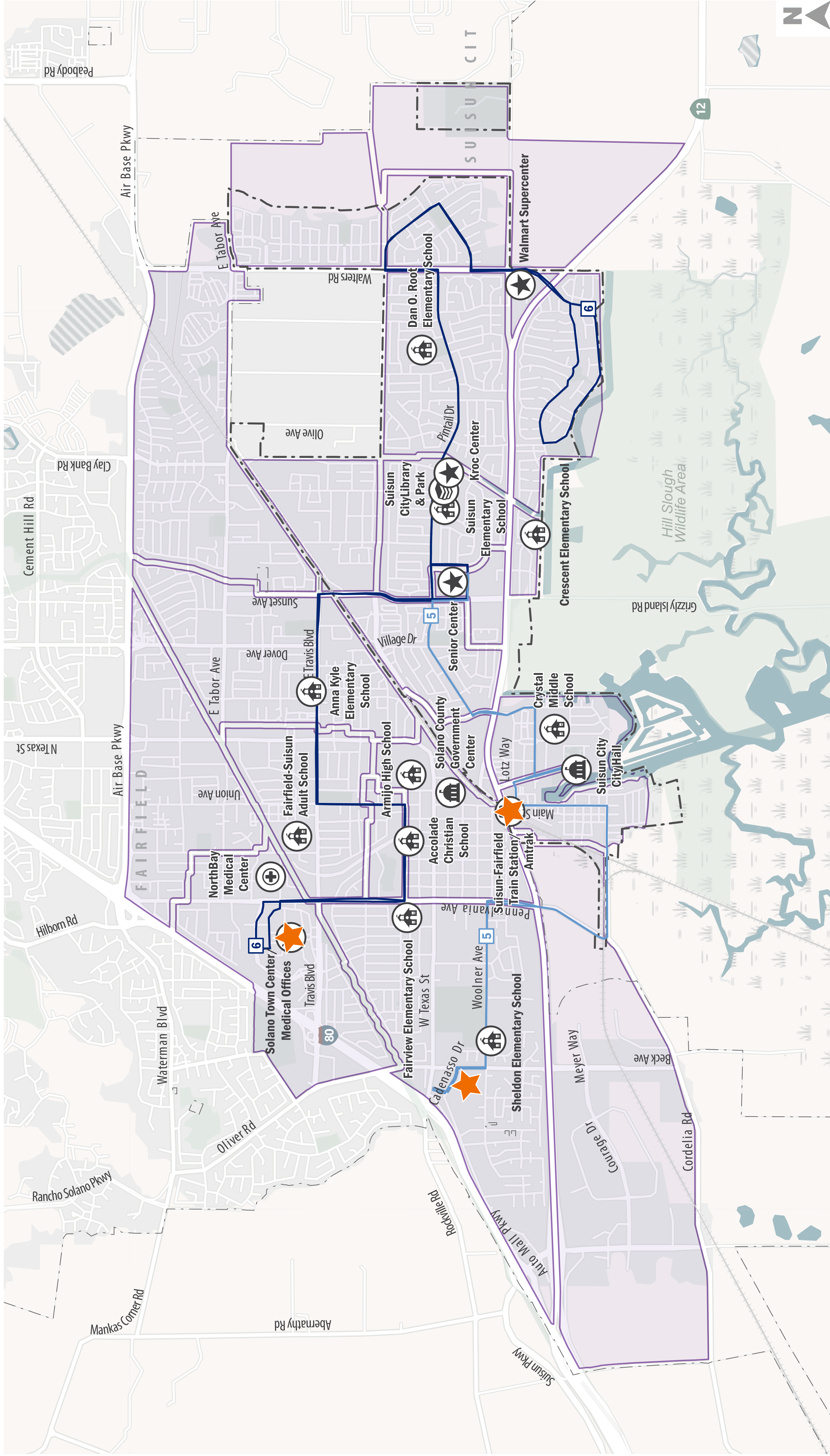
Users order a ride through an app, phone call, or email and are then taken to their destination.



There will also be some regular Microtransit trips going to schools.



## Where would you like to take Microtransit?



- Suisun City
- Service Area
- School
- Shopping Center
- Medical Center
- Train Station
- Library
- Government Building
- Other Attraction

FAST Transit Routes 5









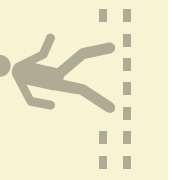

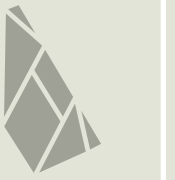



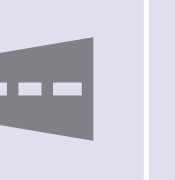

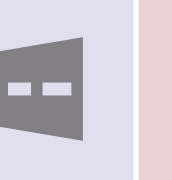
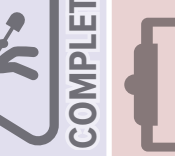
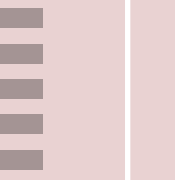
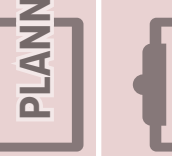
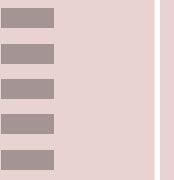

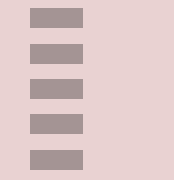












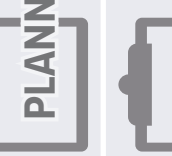






Major Transit Connection Points








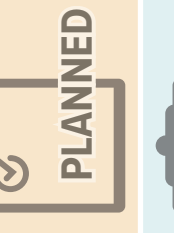

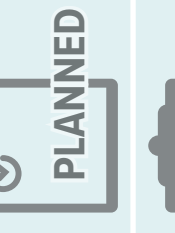

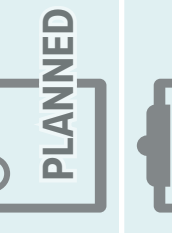

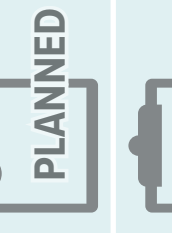

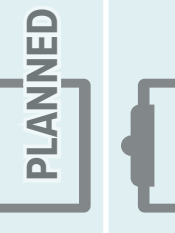
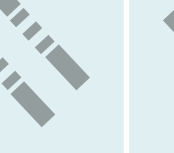
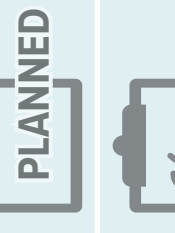

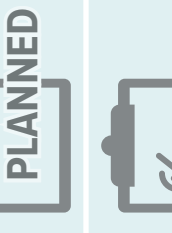


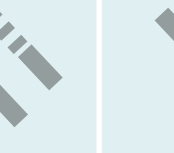
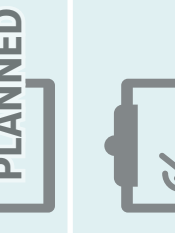

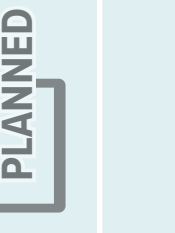

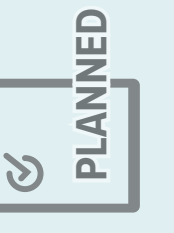











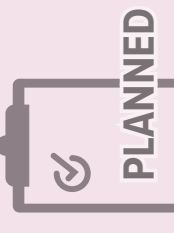


FAST Transit Routes 6



# Neighborhood Improvements and Projects

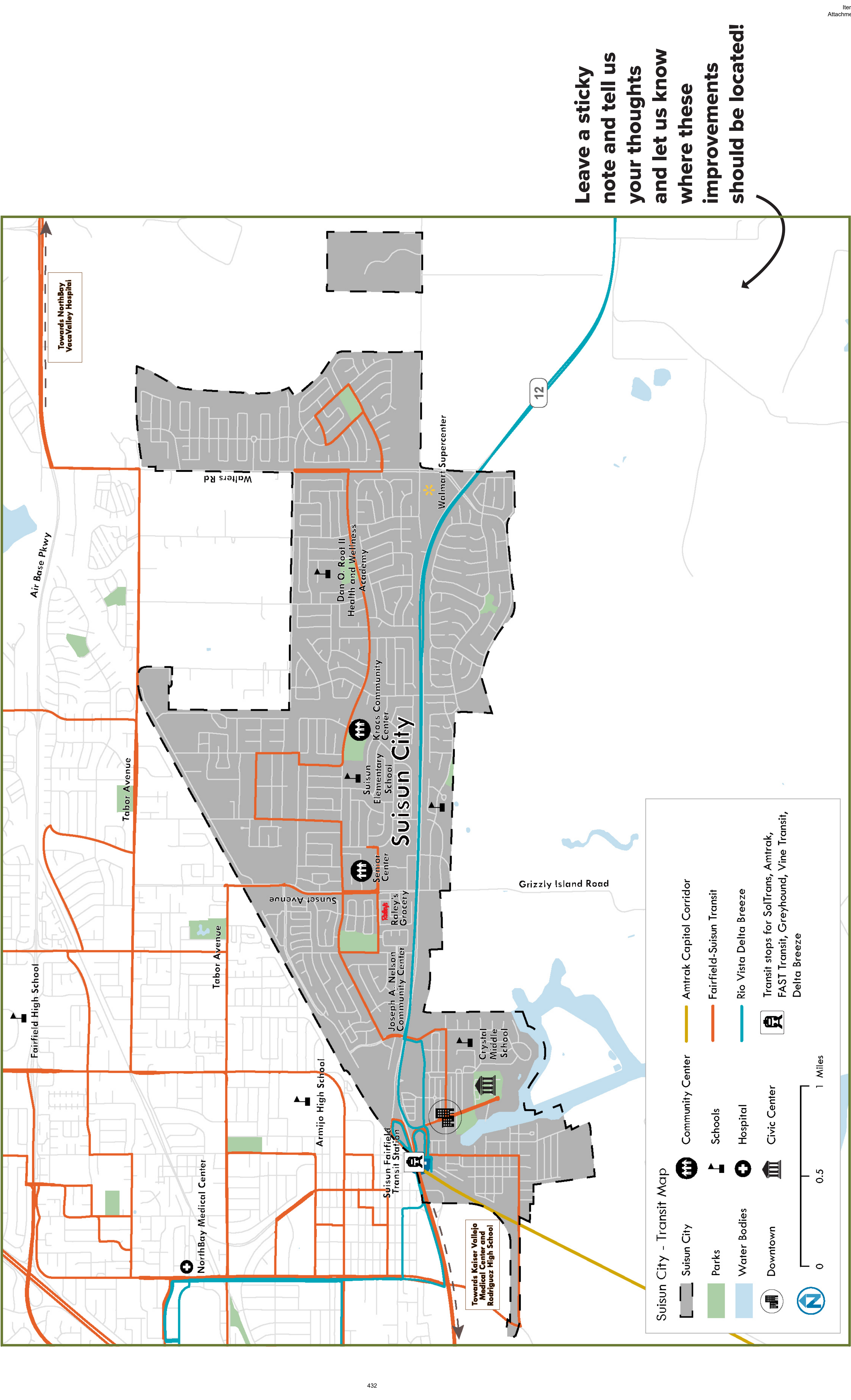
Please put a dot on projects that are important to you.

Location	Project Category		Status
Whispering Bay Lane (from San Francisco Drive to Josiah Circle)		Asphalt rubber cape seal and traffic calming project	
Village Drive (between Highway 12 and Railroad Avenue)		Asphalt rubber cape seal and traffic calming project	
Laurel Creek Canal to Blossom Avenue		Extension of McCoy Creek Trail with a Class 1 multi-use path	
McCoy Creek Canal (between Pintail Drive and the Laurel Creek Canal)		Extension of McCoy Creek Trail with a Class 1 multi-use path	
Pintail/Parkside Drive		Gap filling - ADA ramp	
Pintail/White Wing Lane		Gap filling - Add crossing/ADA ramp	
Railroad Avenue (between Sunset Avenue to Marina Boulevard)		Pavement resurfacing	
Railroad Avenue (between Sunset Avenue and Birchwood Court)		Pavement resurfacing	
Golden Eye Way at Shoveller Drive (fronting Suisun Elementary School)		Pedestrian crossing improvements	
Pintail Drive at Crane Drive (fronting Dan O. Root Elementary School and Goepp Park)		Pedestrian crossing improvements	
Harrier Drive, north of Osprey Way (fronting Dan O. Root Elementary School)		Pedestrian crossing improvements	
Hwy 12 and Marina Blvd		Pedestrian refuge/ADA ramp	
Hwy 12 and Sunset/Grizzly Island		Pedestrian refuge/ADA ramp	
Anderson/Craven		Pedestrian refuge/ADA ramp	
Anderson/Kimsmill		Pedestrian refuge/ADA ramp	
Anderson/Lawler Ranch		Pedestrian refuge/ADA ramp	
Hwy 12 and Emperor Blvd		Pedestrian refuge/ADA ramp	
Hwy 12 and Lawler Ranch Pkwy		Pedestrian refuge/ADA ramp	
Pintail/Crane		Pedestrian refuge/ADA ramp	
Pintail/Seagull		Pedestrian refuge/ADA ramp	

Location	Project Category		Status
Merganser Drive (in front of the Senior Center)		Rectangular rapid flashing beacons and crosswalks	
Pintail Drive at Scoter Way		Rectangular rapid flashing beacons and crosswalks	
Lawler Ranch Parkway (between Hillborn Way and Fennie Way)		Rectangular rapid flashing beacons and crosswalks	
Village Drive		Road diet/bike lanes	
Cordelia Street (Pennsylvania Ave to Main St)		Sidewalk gap	
Main St. County Bikeway, Lotz Way		Sidewalk gap	
Marina Blvd (Hwy 12 to Railroad Ave)		Sidewalk gap	
Hwy 12 (Marina Blvd to Marina Center)		Sidewalk gap	
Hwy 12 (Grizzly Island Rd to Walters Rd)		Sidewalk gap	
Railroad Ave (Marina Blvd to Sunset Ave)		Sidewalk gap	
Railroad Ave (Sunset Ave to E. Tabor St)		Sidewalk gap	
Marina Blvd from Railroad Ave to Hwy 12		Sidewalk gap	
Lawler Mixed Use Development - Lawler Center Drive (McCoy Creek Way to Anderson Drive)		Sidewalk gap	
Lawler Mixed Use Development - Anderson Drive (Lawler Center to Anderson Drive/McCoy Creek Way intersection)		Sidewalk gap	
McCoy Creek Way and Grizzly Island Road		Sidewalk gap	
Zip-Thru Carwash (Anderson Drive and Grizzly Island Road)		Sidewalk gap	
Marina Village Apartments (Marina Boulevard and Buena Vista Avenue)		Sidewalk gap	
Pintail/Golden Eye Way		Sidewalk gap	
West side of Walters Rd from McClellan Dr to just north of Bella Vista Dr		Sidewalk gap	
Whispering Bay Lane		Traffic calming improvements at pedestrian crossings	
Heritage Park and Surrounding Areas		Walk audit	

# Neighborhood Improvements

**We are considering ways to slow cars; and better signage, crosswalks/safer crosswalks, and curb ramps.**



**Leave a sticky note and tell us your thoughts and let us know where these improvements should be located!**

The map displays the Suisun City area with various transit routes and landmarks. A legend box titled "Suisun City - Transit Map" provides the following information:

- Suisun City**: Represented by a grey rectangle icon.
- Community Center**: Represented by a black circle icon with white dots.
- Parks**: Represented by a green square icon.
- Water Bodies**: Represented by a blue square icon.
- Schools**: Represented by a black triangle icon.
- Hospital**: Represented by a black circle icon with a white cross.
- Amtrak Capitol Corridor**: Represented by a yellow line.
- Fairfield-Suisun Transit**: Represented by an orange line.
- Rio Vista Delta Breeze**: Represented by a teal line.

The map shows the Suisun City area, including the Suisun Bay and the Suisun River. The Amtrak Capitol Corridor route is shown in yellow, the Fairfield-Suisun Transit route in orange, and the Rio Vista Delta Breeze route in teal. The map also shows the Suisun City area, including the Suisun Bay and the Suisun River. The map includes a legend box titled "Suisun City - Transit Map" with icons for Suisun City, Community Center, Parks, Water Bodies, Schools, Hospital, Amtrak Capitol Corridor, Fairfield-Suisun Transit, and Rio Vista Delta Breeze.

# Solano Mobility Programs

How can we improve current programs? What are your priorities?  
Consider frequency, costs, ease of use, or anything else that comes to mind.



Lyft: Suisun \$2/  
Suisun \$3 Rides

Lyft: Older Adults  
Medical Trips  
Concierge/GoGo

Lyft: First/Last Mile  
Program

Solano Intercity  
and Local Taxi Card  
Program

# Suisun City Transit and Mobility Improvements

More automated fare payment (cards)

Pay for more types of transportation with one card/app

Expansion of low-income fare assistance

Suisun City- focused marketing and program assistance

Other?

# Suisun City Program Usage Data

## Attachment 3

<b>Medical Trip Concierge Program (GoGo) Trips Taken</b>		
	Low-Income Users	Non-Low-Income
FY18/19	0	7
FY19/20	110	311
FY20/21	191	62
FY21/22	473	149
<b>Totals</b>	<b>774</b>	<b>529</b>

<b># of Trips Taken</b>	
Suisun Taxi Card Program	235
Suisun \$2/\$3 Lyft Rides	706
First/Last Mile Rides	671

**Suisun Taxi implemented in January 2022**  
**Suisun \$2/\$3 Lyft Rides implemented in November 2021**

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**AGENDA TRANSMITTAL**

**MEETING DATE:** August 16, 2022

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**CITY AGENDA ITEM:** Council Consideration of Resolution No. 2022-\_\_\_\_: Approving the allocation of \$1,620,459 of FY 2022-23 Transportation Development Act (TDA) Funds which will be claimed through Solano Transportation Authority September claim and TDA Matrix through the Metropolitan Transportation Commission for FY 2022-23.

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**FISCAL IMPACT:** The allocation of \$1,620,459 of FY 2022-23 TDA Funds provides funds to maintain transit service and mobility programs for the residents of Suisun City. There is no cost impact to the General Fund.

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**STRATEGIC PLAN:** Provide Good Governance; Ensure Fiscal Solvency

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**BACKGROUND:** The Transportation Development Act (TDA) was enacted in 1971 by the California Legislature to ensure a continuing statewide commitment to public transportation. This law imposes a one-quarter-cent tax on retail sales within each county for this purpose. Proceeds are returned to counties based upon the amount of taxes collected, and are apportioned within the county based on population. To obtain TDA funds, local jurisdictions must submit requests to regional transportation agencies that review the claims for consistency with TDA requirements. Solano County agencies submit TDA claims to the Metropolitan Transportation Commission (MTC), the Regional Transportation Planning Agency (RTPA) for the nine Bay Area counties. The Solano FY 2021-22 TDA fund estimates from February 2022 by jurisdiction are shown on the attached MTC Fund Estimate (Attachment A).

TDA funds are shared among agencies to fund joint services such as SolanoExpress intercity bus routes and the Intercity Taxi Card Program. To clarify how the TDA funds are to be allocated each year among the local agencies and to identify the purpose of the funds, the STA works with the transit operators and prepares an annual TDA matrix. The TDA matrix is approved by the Solano Transportation Authority (STA) Board and submitted to MTC to provide MTC guidance when reviewing individual TDA claims from Solano County's transit operators.

The cost share for the intercity routes per the Intercity Funding Agreement is reflected in the TDA Matrix. The intercity funding formula is based on 20% of the costs shared on population and 80% of the costs shared and on ridership by residency. Population estimates are updated annually using the Department of Finance population estimates and ridership by residency is based on on-board surveys conducted in October 2018. The intercity funding process includes (budgeted) intercity revenues and expenditures for FY 2022-23 to determine the cost per funding partner.

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**PREPARED/APPROVED BY:**

Greg Folsom, City Manager

**STAFF REPORT:** The TDA apportionment for FY 2022-23 includes revenue estimates and projected carryover. The following claim for Suisun City is within the parameters of available TDA funds and are being brought forward for review and approval.

**Suisun City TDA Summary**

Suisun City is requesting \$1,620,459 in FY 2022-23 TDA funds. TDA funds in the amount of \$636,343 will be used for Fixed Route and Microtransit Service, Intercity Taxi card (PEX) and First Last Mile. TDA funds in the amount of \$134,087 will go toward Suisun City's contribution to Solano Express. TDA funds in the amount of \$850,029 includes \$50,029 for STA regional planning, \$160,000 for the maintenance of the Suisun Amtrak Station and Transit Center (which includes a maintenance worker and transit administration), \$250,000 towards the Mobility Hub Capital Project, \$140,000 towards the purchase of two microtransit vehicles, and \$250,000 towards a Capital Reserve Fund. The City of Suisun City will have a remaining TDA fund balance of \$671,000 plus \$500,000 set aside as a Capital Reserve Fund. Attachment B reflects the FY 2021-22 and FY 2022-23 TDA Claim.

The recommendation is to approve the allocation of \$1,620,459 of FY 2022-23 TDA Funds which will be claimed through STA September TDA Matrix process for FY 2022-23.

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**STAFF RECOMMENDATION:** Resolution No. 2022-\_\_\_\_: Approving the allocation of \$1,620,459 of FY 2022-23 Transportation Development Act (TDA) Funds which will be claimed through Solano Transportation Authority September claim and TDA Matrix through the Metropolitan Transportation Commission for FY 2022-23.

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**ATTACHMENTS:**

1. Resolution No. 2022-\_\_\_\_: Approving the allocation of \$1,620,459 of FY 2022-23 Transportation Development Act (TDA) Funds which will be claimed through Solano Transportation Authority September claim and TDA Matrix through the Metropolitan Transportation Commission for FY 2022-23.
2. FY 2022-23 TDA Fund Estimate for Solano County dated February 2022
3. Suisun City TDA allocations for FY 2021-22 and FY 2022-23

**RESOLUTION NO. 2022-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPROVING THE ALLOCATION OF \$1,620,459 OF FY 2022-23  
TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS WHICH WILL BE  
CLAIMED THROUGH SOLANO TRANSPORTATION AUTHORITY SEPTEMBER  
CLAIM AND TDA MATRIX THROUGH THE METROPOLITAN  
TRANSPORTATION COMMISSION FOR FY 2022-23.**

**WHEREAS**, Suisun City is requesting \$1,620,459 in FY 2022-23 TDA funds; and

**WHEREAS**, TDA funds in the amount of \$636,343 will be used for Fixed Route and Microtransit Service, Intercity Taxi card (PEX) and First Last Mile; and

**WHEREAS**, TDA funds in the amount of \$134,087 will go toward Suisun City's contribution to Solano Express; and

**WHEREAS**, TDA funds in the amount of \$850,029 includes \$50,029 for STA regional planning, \$160,000 for the maintenance of the Suisun Amtrak Station and Transit Center (which includes a maintenance worker and transit administration), \$250,000 towards the Mobility Hub Capital Project, \$140,000 towards the purchase of two microtransit vehicles, and \$250,000 towards a Capital Reserve Fund; and

**WHEREAS**, The City of Suisun City will have a remaining TDA fund balance of \$671,000 plus \$500,000 set aside as a Capital Reserve Fund. Attachment B reflects the FY 2021-22 and FY 2022-23 TDA Claim.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City hereby approves the allocation of \$1,620,459 of FY 2022-23 TDA Funds which will be claimed through STA September claim and TDA Matrix through the Metropolitan Transportation Commission for FY 2022-23.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 16<sup>th</sup> day of August 2022 by the following vote:

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

**WITNESS** my hand and the seal of said City this 16<sup>th</sup> day of August 2022.

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

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**FY 2022-23 FUND ESTIMATE  
TRANSPORTATION DEVELOPMENT ACT FUNDS  
SOLANO COUNTY**

Attachment 2  
Res No. 4504  
Page 9 of 20  
2/23/2022

FY2021-22 TDA Revenue Estimate		FY2022-23 TDA Revenue Estimate	
<b>FY2021-22 Generation Estimate Adjustment</b>		<b>FY2022-23 County Auditor's Generation Estimate</b>	
1. Original County Auditor Estimate (Feb. 21)	22,483,483	13. County Auditor Estimate	25,527,409
2. Revised Revenue (Feb. 21)	25,527,409	<b>FY2022-23 Planning and Administration Charges</b>	
3. Revenue Adjustment (Lines 2-1)	3,043,926	14. MTC Administration (0.5% of Line 13)	127,637
<b>FY2021-22 Planning and Administration Charges Adjustment</b>		15. County Administration (0.5% of Line 13)	127,637
4. MTC Administration (0.5% of Line 3)	15,220	16. MTC Planning (3.0% of Line 13)	765,822
5. County Administration (Up to 0.5% of Line 3) <sup>4</sup>	15,220	17. Total Charges (Lines 14+15+16)	1,021,096
6. MTC Planning (3.0% of Line 3)	91,318	18. TDA Generations Less Charges (Lines 13-17)	24,506,313
7. Total Charges (Lines 4+5+6)	121,758	<b>FY2022-23 TDA Apportionment By Article</b>	
8. Adjusted Generations Less Charges (Lines 3-7)	2,922,168	19. Article 3.0 (2.0% of Line 18)	490,126
<b>FY2021-22 TDA Adjustment By Article</b>		20. Funds Remaining (Lines 18-19)	24,016,187
9. Article 3 Adjustment (2.0% of line 8)	58,443	21. Article 4.5 (5.0% of Line 20)	0
10. Funds Remaining (Lines 8-9)	2,863,725	22. TDA Article 4 (Lines 20-21)	24,016,187
11. Article 4.5 Adjustment (5.0% of Line 10)	0		
12. Article 4 Adjustment (Lines 10-11)	2,863,725		

TDA APPORTIONMENT BY JURISDICTION										
Column	A	B	C=Sum(A:B)	D	E	F	G	H=Sum(C:G)	I	J=Sum(H:I)
Apportionment Jurisdictions	6/30/2021 Balance (w/o interest)	FY2020-21 Interest	6/30/2021 Balance (w/ interest) <sup>1</sup>	FY2020-22 Outstanding Commitments <sup>2</sup>	FY2021-22 Transfers/ Refunds	FY2021-22 Original Estimate	FY2021-22 Revenue Adjustment	6/30/2022 Projected Carryover	FY2022-23 Revenue Estimate	FY2022-23 Available for Allocation
Article 3	1,070,802	12,455	1,083,257	(1,458,247)	0	431,683	58,443	115,136	490,126	605,262
Article 4.5										
SUBTOTAL	1,070,802	12,455	1,083,257	(1,458,247)	0	431,683	58,443	115,136	490,126	605,262
Article 4/8										
Dixon	1,445,864	11,474	1,457,337	(827,497)	0	959,641	129,921	1,719,402	1,106,100	2,825,502
Fairfield	6,662,070	53,486	6,715,556	(510,449)	0	5,620,857	760,979	12,586,943	6,462,613	19,049,556
Rio Vista	754,075	6,511	760,586	(25,434)	0	479,869	64,967	1,279,988	552,037	1,832,025
Solano County	2,774,178	21,152	2,795,330	(780,504)	0	916,397	124,066	3,055,288	1,005,770	4,061,058
Suisun City	302,609	1,889	304,498	(420,138)	0	1,399,148	189,424	1,472,931	1,581,740	3,054,671
Vacaville	13,266,661	100,735	13,367,395	(4,751,090)	0	4,749,915	643,067	14,009,287	5,369,273	19,378,560
Vallejo/Benicia	11,514,349	89,180	11,603,528	(7,722,133)	0	7,026,636	951,301	11,859,332	7,938,655	19,797,987
SUBTOTAL	36,719,804	284,426	37,004,230	(15,037,245)	0	21,152,462	2,863,725	45,983,171	24,016,187	69,999,358
GRAND TOTAL	\$37,790,606	\$296,881	\$38,087,487	(\$16,495,492)	\$0	\$21,584,145	\$2,922,168	\$46,098,307	\$24,506,313	\$70,604,620

1. Balance as of 6/30/21 is from the MTC FY2020-21 Audit, and it contains both funds available for allocation and funds that have been allocated but not disbursed.  
2. The outstanding commitments figure includes all unpaid allocations as of 6/30/21, and FY2021-22 allocations as of 1/31/22.  
3. Where applicable by local agreement, contributions from each jurisdiction will be made to support the Inter-city Transit Funding Agreement.

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### Attachment 3

<b>Suisun City</b>	<b>TDA Funds FY 2021-22</b>	<b>TDA Funds FY 2022-23</b>
MTC February 2022 estimate	1,399,148	\$ 1,581,740
Plus Carry over	302,607	\$ 1,472,931
Available for allocation per MTC	1,701,755	\$ 3,054,671
Amounts included in claims after 1/31/22 including swaps claimed by others		\$ (513,212)
Capital Reserve from FY 2021-22		\$ (250,000)
<b>Total Available to Claim</b>	<b>1,701,755</b>	<b>\$ 2,291,459</b>

<b>Local Transit Service</b>		
Paratransit	200,000	\$ -
Local Taxi Scrip		\$ -
Intercity Taxi card (PEX)		\$ 6,343
Fix Route Transit Service and Microtransit		\$ 610,000
First/Last Mile		\$ 20,000
<b>Total</b>	<b>200,000</b>	<b>\$ 636,343</b>

<b>SolanoExpress</b>		
Estimate for Blue, Green, and Red Lines (Claimed by SolTrans)	121,898	\$ 134,087
<b>Total</b>	<b>121,898</b>	<b>\$ 134,087</b>

<b>Other items</b>		
STA Planning* Claimed by STA	40,138	\$ 50,029
Train Depot includes (50K + 80K+ 30K = \$160,000) for Maintenance Worker and admin	130,000	\$ 160,000
Mobility Hub Parking Lot joint project with STA	250,000	\$ 250,000
Micro transit Capital/Operations (2 Buses)		\$ 140,000
Other Capital Reserve (Total \$500K)	250,000	\$ 250,000
<b>Total</b>	<b>670,138</b>	<b>\$ 850,029</b>

<b>Total TDA for FY 2022-23</b>	<b>\$ 992,036</b>	<b>\$ 1,620,459</b>
<b>TDA Remaining Balance</b>	<b>709,719</b>	<b>\$ 671,000</b>

\* only \$102,387 was claimed for Solano Express in FY2021-22

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## AGENDA TRANSMITTAL

**MEETING DATE:** August 16, 2022

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**CITY AGENDA ITEM:** Council Consideration of Resolution No. 2022-\_\_\_\_: Authorizing the City Manager to enter into an agreement for two years with Solano Transportation Authority for transit management services, compliance, finance tasks and staffing estimated to be at \$50,000 annually; and Authorizing the City Manager to have Solano Transportation Authority release an RFP for Operations and Maintenance of the Suisun Transit Services, estimated to be \$560,000 annually; and Authorizing the City Manager to purchase two transit vans for the Suisun City Microtransit Program, estimated at \$140,000.

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**FISCAL IMPACT:** TDA Funds in the amount of \$610,000 will be used to fund Suisun City Fixed Route Transit Service and Microtransit Service. There is no cost impact on the General Fund.

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**STRATEGIC PLAN:** Provide Good Governance

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**BACKGROUND:** Since 1990, Suisun City has partnered with the City of Fairfield to provide local transit services linking Fairfield and Suisun City. Fairfield and Suisun Transit (FAST) is operated by the City of Fairfield. Suisun City has historically utilized its annual allocation of Transportation Development Act (TDA) to fund FAST services. Current FAST services provided within Suisun City include:

- FAST Route 5, which includes DART (operates solely within Suisun City)
- FAST Route 6, which includes DART (operates within Suisun City and Fairfield)
- Local Reduced Taxi Program (subsidized for qualifying low-income and elderly residents)

On August 17, 2021, the Suisun City Council considered two options and chose to reduce FAST fixed route service funding by 100% on Routes 5 and 6. Routes 5 and 6 operate within Suisun City and/or Fairfield. The Suisun City Council will instead focus future Suisun City TDA funding on implementing micro-transit. In the interim, the Suisun City proposes to partner with the Solano Transportation Authority (STA) to participate in the First/Last Mile Lyft Program that will be available to residents traveling within Suisun City. Suisun City also chose to discontinue funding FAST's local reduced taxi program.

At its August 17, 2021 meeting, the Suisun City Council voted to reallocate use of its annual TDA funding and discontinue funding of FAST Route 5, Route 6, and local reduced taxi services effective January 1, 2023. Because there will be a full reduction of fixed route services, FAST was required by the Federal Transit Administration (FTA) to follow its fare and service change policy that is part of its Title VI Plan.

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**PREPARED/APPROVED BY:**

Greg Folsom, City Manager

On October 19, 2022, the Suisun City Council conducted a Public Hearing for the discontinuation of Routes 5 and 6, effective December 31, 2022, which was unanimously approved by the Suisun City Council.

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**STAFF REPORT:** Based on new technology and trends in transit, Suisun City will be transitioning to microtransit to service the public transportation needs within the city. In a public hearing on October 19, 2021, the City Council declared their intention to end bus routes 5 and 6 within Suisun City as of the end of the year and transition to micro-transit.

STA has been developing several service options to replace Routes 5 and 6 including partnering with the Rio Vista Delta Breeze, which is managed by the STA under a contractual agreement. Like Rio Vista, staff recommends the City contract with STA to provide contract and financial management of the Suisun City microtransit program. The proposed service in Suisun City is similar in vehicle revenue hours. Anticipated tasks related to this contract can be found on Attachment A. Concurrently, STA staff and the City of Suisun City (City) collaborated to implement a Community-Based Transportation Plan (CBTP) to study and recommend improvements to transportation challenges in the area, such as first-mile/last-mile, Transit Oriented Development, active transportation, transit network capability, and micro-transit. The CBTP will help the City and STA to better understand current transit conditions, the impacts of the COVID-19 pandemic, and opportunities to make services more accessible and efficient for seniors, youth, low-income, and individuals with disabilities across the community.

On March 29, 2022, Nelson Nygaard and STA staff presented the findings of the over 430 surveys received as part of the CBTP process, statistics from existing Mobility Programs, the origin/destination data analysis of travel patterns within, to and from Suisun City, and the recommendations for micro-transit service to the Suisun City Council.

Utilizing the information obtained through the Suisun City CBTP process, STA staff will generate a Request for Proposals (RFP) on behalf of Suisun City. The RFP will include micro-transit, fleet maintenance, as well as a fixed route component to address commuters and school age children. Staff proposes the service levels to provide Monday through Friday at roughly 4,000 vehicle revenue hours and will include all of Suisun City limits and nine locations in Fairfield, which can be found on attachment B. Once bids are received, staff will review and bring a recommendation back to Council for their review and approval. STA has obtained a donation of three cutaway busses from SolTrans. (Attachment C). The three buses are currently being inspected and the appropriate repairs will be made to get them back into service. Staff is recommending purchasing two minivans that could be placed into service to ensure fleet reliability (Attachment D).

STA and the Suisun City staff are partnering on a parking lot, which includes dedicated parking for the Suisun City microtransit fleet. However, this endeavor will not be completed until the summer or fall of 2023, so staff is recommending utilizing a small portion of the Suisun Park and Ride lot, adjacent to the Suisun Train Depot to store the vehicles. Staff proposes to install temporary fencing to define and secure the location as proposed on Attachment E.

Staff recommends having the recipient of the RFP for operations and maintenance utilize the train depot for dispatching, pass sales, and provide driver breakroom.

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**STAFF RECOMMENDATION:** Council Approval of Resolution No. 2022-\_\_\_\_: Authorizing the City Manager to enter into an agreement for two years with Solano Transportation Authority for transit management services, compliance, finance tasks and staffing estimated to be at \$50,000 annually; and Authorizing the City Manager to have Solano Transportation Authority release an RFP for Operations and Maintenance of the Suisun Transit Services, estimated to be \$560,000 annually; and Authorizing the City Manager to purchase two transit vans for the Suisun City Microtransit Program, estimated at \$140,000.

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**ATTACHMENTS:**

1. Resolution No. 2022-\_\_\_\_\_
2. Suisun Microtransit - Transit Management, Compliance, and Finance Tasks & Staffing Proposal
3. List of Fairfield Travel Locations
4. Photo – Donated Vehicles
5. Photo – Ford 15-Passenger Transit Van
6. Photo – Proposed Temporary Vehicle Storage Area

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**RESOLUTION NO. 2022-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TWO YEARS WITH SOLANO TRANSPORTATION AUTHORITY FOR TRANSIT MANAGEMENT SERVICES, COMPLIANCE, FINANCE TASKS AND STAFFING ESTIMATED TO BE AT \$50,000 ANNUALLY; AND AUTHORIZING THE CITY MANAGER TO HAVE SOLANO TRANSPORTATION AUTHORITY RELEASE AN RFP FOR OPERATIONS AND MAINTENANCE OF THE SUISUN TRANSIT SERVICES, ESTIMATED TO BE \$560,000 ANNUALLY; AND AUTHORIZING THE CITY MANAGER TO PURCHASE TWO TRANSIT VANS FOR THE SUISUN CITY MICROTRANSIT PROGRAM, ESTIMATED AT \$140,000.**

**WHEREAS**, in a public hearing on October 19, 2021, the City Council declared their intention to end bus routes 5 and 6 within Suisun City as of the end of the year and transition to micro-transit; and

**WHEREAS**, based on new technology and trends in transit, Suisun City will be transitioning to microtransit to service the public transportation needs within the city; and

**WHEREAS**, STA has been developing several service options to replace Routes 5 and 6 including partnering with the Rio Vista Delta Breeze, which is managed by the STA under a contractual agreement.; and

**WHEREAS**, utilizing the information obtained through the Suisun City CBTP process, STA staff will generate a Request for Proposals (RFP) on behalf of Suisun City that will include micro-transit fleet maintenance, as well as a fixed route component to address commuters and school age children; and

**WHEREAS**, STA and Suisun City are partnering on a parking lot, which includes dedicated parking for the Suisun City micortransit fleet, but this endeavor will not be completed until the summer or fall of 2023, so staff is recommending utilizing a small portion of the Suisun Park and Ride lot, adjacent to the Suisun Train Depot to store the vehicles.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City hereby authorizes the City Manager to enter into an agreement for two years with Solano Transportation Authority for transit management services, compliance, finance tasks and staffing estimated to be at \$50,000 annually; and Authorizes the City Manager to have Solano Transportation Authority release an RFP for Operations and Maintenance of the Suisun Transit Services, estimated to be \$560,000 annually; and Authorizes the City Manager to purchase two transit vans for the Suisun City Microtransit Program, estimated at \$140,000.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of  
Suisun City held on Tuesday the 16<sup>th</sup> day of August 2022 by the following vote:

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

**WITNESS** my hand and the seal of said City this 16<sup>th</sup> day of August 2022.

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

Attachment 2

Suisun Microtransit  
Transit Management, Compliance, and Finance Tasks & Staffing Proposal

Transit Management & Compliance

- Issue RFP for Operations and Maintenance
- Implementation of the Marketing and Outreach Plan
- Disposition of old vehicle
- Vehicle Procurement
- Issue an RFP for advertising services
- Create Advertising Policy
- Contract oversight
- Coordination with Caltrans
- Participation in STA Consortium
- Staffing planning, training

Finance & Compliance

- Procurement of new transit operations contract
- Grant applications including
  - TDA claim
- Grant Reimbursement Requests
  - TDA capital
- Reporting Requirements
  - State Controller's Office financial report for transit
  - Disadvantaged Business Enterprise reporting
- Financial forecasts
- Staffing planning, training
- Coordination with STA

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## Attachment 3

<u>Fairfield Locations</u>
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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## Attachment 4

### Donated Vehicles



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## Attachment 5

Ford Transit Van (Seats up to 15)



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## Attachment 6

### Proposed Vehicle Storage Area

