CITY COUNCIL Alma Hernandez, Mayor Princess Washington, Mayor Pro Tem Jenalee Dawson, Member Marlon L Osum, Member Amit Pal, Member



#### A G E N D A (REVISED)

# 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, MAY 2, 2023

6:30 PM

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

CITY COUNCIL MEETINGS ARE HELD IN-PERSON PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

> ZOOM MEETING INFORMATION: WEBSITE: https://zoom.us/join MEETING ID: **865 4075 9817** CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@SUISUN.COM (PRIOR TO 4 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720

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

(Next Ord. No. – 799) (Next City Council Res. No. 2023 – 41) Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 03) (Next Housing Authority Res. No. HA2023 – 02)

#### **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 Update - (Folsom: gfolsom@suisun.com).

#### PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 2 Presentation of Awards and Proclamations (Hernandez: ahernandez@suisun.com).
  - a. Presentation of Awards to Contest Winners and Certificates of Recognition for Earth Day Art Walk Poster Contest Participants
  - b. Presentation of Proclamation for National Small Business Week
  - c. Presentation of Proclamation for National Safe Boating Week
  - d. Presentation of Proclamation for National Police Week/Peace Officers Memorial Day
- 3 Introduction and Swearing In of Suisun City Police Department Personnel (Roth: aroth@suisun.com).

Recess to Short Break for Celebration of New Suisun City Police Department Personnel.

- 4 Mayoral and Councilmember Appointments of Commissions and Committees (Hernandez: ahernandez@suisun.com).
  - a. Approval of Appointments to the Environment & Climate Community Advisory Committee.
  - b. Approval of Appointments to the Public Safety & Emergency Management Community Advisory Committee.
  - c. Approval of Appointments to the General Tax Oversight Committee.
  - d. Approval of Appointment of Suisun City/Fairfield-Suisun Unified School District Joint Committee.
  - e. Approval of Appointment to the Solano Land Trust Climate Committee.

#### **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.)

#### **COUNCIL COMMENTS**

5 Council/Board Member Updates.

#### **CONSENT CALENDAR**

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

City Council

Council Adoption of Resolution No. 2023-\_\_ Amending the Job Classification of Police Officer Trainee and Authorizing the Police Officer Trainee Program, Compensation, and Benefits - (Penland: cpenland@suisun.com).

- Council Adoption of Resolution No. 2023-\_\_\_\_ Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Police Officers' Association Effective July 1, 2021, through June 30, 2023, to Amend MOU Provisions Pertaining to Compensation (Penland: cpenland@suisun.com).
- 8 Council Adoption of Resolution No. 2023-\_\_ Approving a First Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Firefighters' Association Effective July 1, 2022, through June 30, 2023, to Amend MOU Provisions Pertaining to Compensation (Penland: cpenland@suisun.com).
- 9 Council Adoption of Resolution No. 2023-\_\_\_ Amending and Restating the Schedule of Benefits for Unrepresented Employees (Penland: cpenland@suisun.com).
- Council Adoption of Resolution No. 2023-\_\_ Amending the Citywide Salary Schedule to Implement the Second Amendment to the Suisun City Police Officers' Association (SCPOA) MOU 2021-23, the First Amendment to the Suisun City Professional Firefighters' Association (SCPFA) MOU 2022-23, and the Amended and Restated Schedule of Benefits for Unrepresented Employees (Penland: cpenland@suisun.com).
- 11 Council Adoption of Council Resolution No. 2023-\_\_: Amending the City of Suisun City Special Event Permit Application (Lofthus: klofthus@suisun.com).
- 12 Council Adoption of Resolution No. 2023-\_\_\_: Authorizing the City Manager to enter into a contract with Fairfield Suisun Unified School District to Provide Extended Learning Time Programming (Lofthus: klofthus@suisun.com).

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

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 April 4, 2023, April 5, 2023, April 18, 2023 and April 25, 2023 – (Skinner: clerk@suisun.com).

#### **PUBLIC HEARING**

City Council

- Public Hearing and Other Proceedings Related to Annexation No. 15 to Community Facilities District No. 2 (Municipal Services), for the Lawler Mixed-Use Project: (Vue: nvue@suisun.com).
  - a. Council Adoption of Resolution No. 2023-\_\_\_: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
  - b. Council Adoption of Resolution No. 2023-\_\_\_: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
  - c. Council Introduction and Waive Reading of Ordinance No. \_\_\_: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

- 15 Public Hearing and Other Proceedings Related to Annexation No. 16 to Community Facilities District No. 2 (Municipal Services), for the Marina Village Apartments Project: (Vue: nvue@suisun.com).
  - a. Council Adoption of Resolution No. 2023-\_\_\_: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
  - b. Council Adoption of Resolution No. 2023-\_\_\_: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
  - c. Council Introduction and Waive Reading of Ordinance No. \_\_\_\_: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.
- Council Introduction and Waive Reading of Ordinance No. \_\_\_: An Ordinance of the City Council of the City of Suisun City Repealing and Replacing Chapter 12.12 (Park and Recreation Facilities) of Title 12 (Streets, Sidewalks and Public Places of the Suisun City Municipal Code (Continue Public Hearing to May 23, 2023) (Lofthus: klofthus@suisun.com).

#### **GENERAL BUSINESS NONE**

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

17 Non-Discussion Items.

#### **ADJOURNMENT**

#### **Public Access To Agenda Documents**

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. To the extent feasible, the agenda packet is available for online public viewing on the City's website: https://www.suisun.com/Government/City-Council/Agendas

The City Council/Agency/Authority hopes to conclude its public business by 10:00 p.m. No new items will be taken up after 10:00 p.m., unless so moved by a majority of the City Council, and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.

#### Accommodations

If you require an accommodation to participate in this meeting, please contact the City Clerk at (707) 421-7302 or clerk@suisun.com. The City's reasonable accommodation policy is available for review on the City's website at www.suisun.com/government/city-council/, you may request an electronic copy or have a copy mailed to you. Please note that for accommodations that are not readily available, you must make your request as soon as you can prior to the time of the meeting.

#### Decorum

All participants are expected to conduct themselves with mutual respect. Conduct that disrupts meetings will be addressed in accordance with Section 54957.95 of the Government Code.

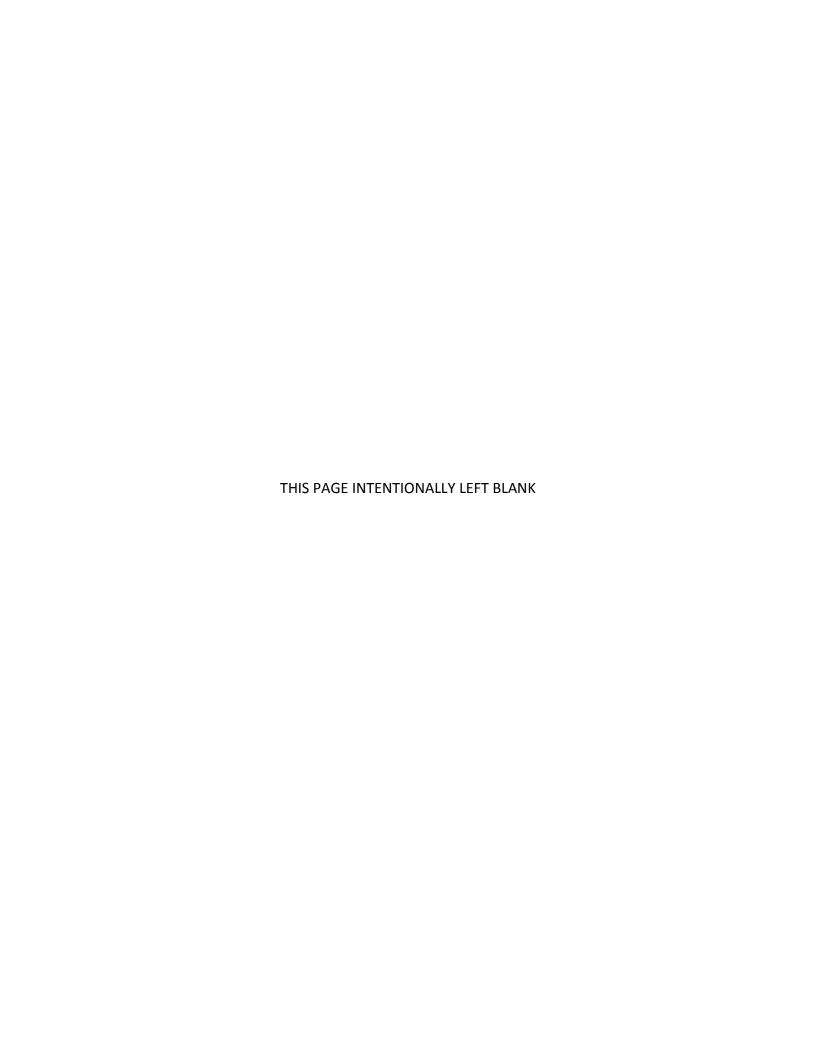
#### **Ordinances**

Ordinances are city laws contained in the Suisun City Municipal Code. Enacting a new city law or changing an existing one is a two-step process. Government Code 36934 provides, except when, after reading the title, further reading is waived by regular motion adopted by majority vote all ordinances shall be read in full either at the time of introduction or passage; provided, however, that a reading of the title or ordinance shall not be required if the title is included on the published agenda and a copy of the full ordinance is made available to the public online and in print at the meeting prior to the introduction or passage.

#### **Certification Of Posting**

Agendas for regular and special meetings are posted in accordance with the Brown Act at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including:

- Suisun City Fire Station, 621 Pintail 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.



### Office of the Mayor Suisun City, California

# Proclamation



WHEREAS, according to the United States Small Business Administration, there are 31 million small business in the United States, which roughly make up around 99% of all the businesses in the country; and

WHEREAS, the Small Business Administration was created to encourage, counsel, and assist small business owners to enable them to prosper and grow into sustainable businesses in the future; and

WHEREAS, small businesses support the local economy of towns and small cities by not only creating jobs but also by fulfilling the demands of the people living in these communities; and

WHEREAS, it is important to support our city's valued small businesses, which not only create jobs and boost our local economy, but preserve our communities unique culture; and.

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and

WHEREAS, the City of Suisun City supports and joins in this national effort to recognize the contributions of small businesses and their importance to ensuring that our local communities remain vibrant and our small businesses flourish.

NOW, THEREFORE, BE IT RESOLVED, that I, Alma Hernandez, Mayor of the City of Suisun City do hereby proclaim April 30 – May 6, 2023 as

#### "NATIONAL SMALL BUSINESS WEEK"

in the City of Suisun City and urge residents of our community to support small businesses today and throughout the year.



In sitness whereof I have herewate set my hand and caused this seal to be affixed.

Alma Hernandez, Mayor

# Office of the Mayor Suisun City, California

# Proclamation



WHEREAS, the City of Suisun recognizes the importance of boating safety and the vital role it plays in protecting our community and the natural resources of our Suisun Slough region; and

WHEREAS, the Suisun City Slough is a popular destination for boating, fishing, and sailing, providing opportunities for residents and visitors to enjoy the natural beauty of our region and many recreational activities available.

WHEREAS, National Safe Boating Week is observed to bring attention to important lifesaving tips for recreational boaters so that they can have a safer, more fun experience out on the Suisun Slough waterway throughout the year; and

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

NOW THEREFORE, I, Alma Hernandez, Mayor of the City of Suisun City do hereby support the goals of the Safe Boating Campaign and proclaim May 20-26, 2023 as:

#### "NATIONAL SAFE BOATING WEEK"

During this week, we encourage all boaters to take the necessary precautions to ensure their safety on the Suisun Slough waterway. We urge all boaters to wear life jackets, to maintain a safe and appropriate speed, and to always be aware of their surroundings on the waterway.

We also remind boaters of the importance of protecting the natural resources of the Suisun City Slough, which includes properly disposing of trash, avoiding sensitive areas, and respecting the habitats of the wildlife that call the Suisun Slough home.

We urge all residents and visitors to Suisun City to join us in celebrating National Safe Boating Week and to help promote responsible boating practices on the waterway in our community.

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		Alma Hernandez, Mayor
COMING.	DATE:	May 2, 2023
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# Office of the Mayor Suisun City, California





WHEREAS, National Peace Officers Memorial Day (May 15<sup>th</sup> of each year) and National Police Week were established in 1962 by John F. Kennedy and a joint resolution of Congress to pay tribute to the local, State, and Federal law enforcement officers who serve and protect us with courage and dedication; and

WHEREAS, this year National Police Week will be recognized from May 14th to May 20th, 2023; and

WHEREAS, the members of the Suisun City Police Department play an integral role in safeguarding the rights and freedoms of the residents and visitors to Suisun City; and

WHEREAS, police officers throughout our community work tirelessly to protect and serve residents, enforce city laws, and continue to keep neighborhoods, schools, and families safe; and

WHEREAS, it is important that all community members know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of the Suisun City Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, members of the Suisun City Police Department unceasingly provide a vital public service and responded to 25,343 calls for service during the year 2022;

**NOW, THEREFORE,** I, Alma Hernandez, Mayor of the City of Suisun City, call upon all residents of Suisun City to observe the week of May 14-20, 2023, as:

#### "NATIONAL POLICE WEEK"

with appropriate observances and urge our citizens to join in commemorating the service of law enforcement officers, past and present, in our community and in communities across the nation.

I further call upon all residents of Suisun City to observe Monday, May 15, 2023, as:

#### "PEACE OFFICERS MEMORIAL DAY"

in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.



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	hand and caused this seal to be affixed.
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	Alma Hernandez, Mayor
ATTEST:	
DATE:	May 2, 2023

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#### AGENDA TRANSMITTAL

**MEETING DATE:** May 2, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023— Amending the Job Classification of Police Officer Trainee and Authorizing the Police Officer Trainee Program, Compensation, and Benefits.

**FISCAL IMPACT:** The Police Officer Trainee Program is funded by vacant Police Officer positions. There is no financial impact on the current year's budget.

**STRATEGIC PLAN:** Provide Good Governance.

**BACKGROUND:** On March 12, 2019, during the 2018-19 Mid-Year Budget Update, City Council authorized the establishment of the Police Officer Trainee program to assist with the recruitment of Police Officers. The program was authorized to provide a non-benefited wage to attend and graduate from the police academy.

The department hired one person under this program in January of 2020; however, the onset of the COVID-19 pandemic hindered this person's ability to complete the police academy. The recent departure of several police officers, and difficulty recruiting to fill department vacancies, have prompted an interest in using the Police Officer Trainee program as a tool to assist with the recruitment of Police Officers.

**STAFF REPORT:** Since February of this year, the Police Department has experienced four vacancies in the Police Officer classification, and two more are expected by June. Officers are leaving to other agencies offering higher pay and significant hiring incentives. The Police Department has interest in utilizing the Police Officer Trainee program as a pipeline to fill current vacancies.

The resolution before council today, is intended to authorize an update to the Police Officer Trainee class specification, and to authorize the benefit package available to persons hired in this classification, beyond which other Temporary Part-Time employees currently receive.

The Police Officer Trainee is the non-sworn, trainee-level class in the Police Officer series, in which incumbents are expected to learn law enforcement techniques and practices while completing the mandated peace officer academy to obtain Basic POST certification. Incumbents are hired in temporary, limited-term positions under an at-will employment status with continued employment contingent upon maintaining enrollment in a POST approved academy. The police academy has an expected duration of approximately six months.

This classification is flexibly staffed with the sworn Police Officer classification, allowing advancement to the sworn Police Officer level at the discretion of the Police Chief upon successful completion of the police academy, meeting minimum qualification standards, and availability of police officer positions.

Compensation for this classification is outlined in the published Citywide Salary Schedule, starting at \$28.63 to \$30.06 per hour. Incumbents hired in this classification will receive an hourly wage for their

time in the training academy.

Benefits include paid sick leave as required by the Healthy Workplace Healthy Family Act, medical coverage per the Affordable Care Act if eligible after the initial waiting period and monitored qualification for CalPERS retirement benefits with enrollment required if employed full-time longer than six months or reaches 1000 hours in a fiscal year. Other elements of the benefit package are outlined in the Temporary/Part-Time Employee Compensation and Benefit Plan.

Additionally, the City of Suisun City will provide Police Officer Trainees with their necessary uniforms and equipment. While academy tuition fees are typically paid by participants upon enrollment in a POST certified training academy, the cost of tuition and fees may be available for any Trainees offered employment prior to enrollment in the academy. Current City of Suisun City employees interested in a career in law enforcement as a sworn Police Officer may take leave from their current permanent full-time positions to train in the Police Officer Trainee classification, and will be allowed to maintain their CalPERS contributions, as well as medical benefits if enrolled in the City's group health plan at the time of appointment.

Several POST training academies are currently in session. The Police Department is preparing to visit those academies in search of prospective recruits to fill our open positions.

**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2023—Amending the Job Classification of Police Officer Trainee and Authorizing the Police Officer Trainee Program, Compensation, and Benefits.

#### **DOCUMENTS ATTACHED:**

- 1. Council Adoption of Resolution No. 2023-\_\_ Amending the Job Classification of Police Officer Trainee and Authorizing the Police Officer Trainee Program, Compensation, and Benefits.
  - a. Police Officer Trainee Classification Specification Redline
  - b. Police Officer Trainee Classification Specification Clean

PREPARED BY:

REVIEWED BY:

APPROVED BY:

Christina Penland, Human Resources Administrator

Greg Folsom, City Manager

Greg Folsom, City Manager

#### **ATTACHMENTS:**

1 A Resolution Amending the Job Classification of Police Officer Trainee and Authorizing the Police Officer Trainee Program, Compensation, and Benefits.docx

a Police Officer Trainee Classification - REDLINE.pdf

b Police Officer Trainee Classification - CLEAN.docx

### **RESOLUTION NO. 2023-\_\_**

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AMENDING THE JOB CLASSIFICATION OF POLICE OFFICER TRAINEE AND AUTHORIZING THE POLICE OFFICER TRAINEE PROGRAM, COMPENSATION, AND BENEFITS.

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 Police Officer Trainee program and classification were authorized by the City Council during the 2018-19 Mid-Year Budget Update on March 12, 2019; and

**WHEREAS,** the Compensation and Benefits for this position are governed by the Temporary Part-Time Employee Compensation and Benefit Plan authorized by Resolution No. 2016-10; and

**WHEREAS,** a Police Officer Trainee's temporary status, limited-term employment is contingent upon maintaining enrollment in a POST approved academy with an expected duration of approximately six months; and

**WHEREAS**, a Police Officer Trainee may advance to the sworn Police Officer level at the discretion of the Police Chief upon successful completion of the police academy, meeting minimum qualification standards, and availability of police officer positions; and

**WHEREAS,** Police Officer Trainees receive an hourly wage for their attendance and participation in a certified POST training academy; and

WHEREAS, the City intends to enhance the benefit package for incumbents hired in the classification of Police Officer Trainee to include the provision of required uniforms, equipment, and eligibility for POST Training Academy tuition and fees; and

WHEREAS, the City would like to create an internal pathway for current regular, full-time employees interested in a law enforcement career as sworn Police Officers by facilitating a leave of absence from their permanent full time positions, to train in the Police Officer Trainee classification; and

WHEREAS, any City employees on leave from a regular full-time position in training as a Police Officer Trainee will be allowed to maintain their CalPERS retirement contributions, as well as medical benefits if enrolled in the City's group health plan at the time of appointment; and

1	classification s		y Manager has requested the Police Officer Trainee to include an updated description and requirements; and
2	NOW,	THEREFORE, BE IT	<b>RESOLVED,</b> the City Council of the City of Suisun City,
3	California, adopts the amended class specification of Police Officer Trainee and authorizes the Police Officer Trainee program, including the enhance benefits described herein. This Resolution		
4	shall take effec	et upon adoption.	
5	PASSI	ED AND ADOPTED a	t a Regular Meeting of said City Council of the City of
6			2nd day of May 2023, by the following vote:
7	AYES: NOES:	Councilmembers: Councilmembers:	
8	ABSENT:	Councilmembers:	
9	ABSTAIN:	Councilmembers:	
10	WITN	<b>ESS</b> my hand and the s	eal of said City this 2nd day of May 2023.
11			
12			Anita Skinner
13			City Clerk
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#### POLICE OFFICER TRAINEE

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

#### **SUMMARY DESCRIPTION**

A temporary limited term <u>at will</u> position to <u>no more than 9 consecutive months</u> while receiving accredited academy or Suisun City Police Department training. Under direct supervision, attends a basic Peace Officer Standards and Training (POST) certified training academy to obtain the basic skills and fitness level necessary for performance of Police Officer duties. This position requires a thorough background investigation, voice stress analysis polygraph examination, psychological assessment, and a medical exam prior to appointment.

#### **IDENTIFYING CHARACTERISTICS**

This is the non-sworn, entry trainee-level class in the Police Officer series in which incumbents are expected to learn law enforcement techniques and practices. Incumbents in this classification receive training in a controlled elassroom-environment. Incumbents appointed to this classification serve in an at will status, at the pleasure of the appointing authority. At will employees may be released at any time, with or without just cause, with or without notice, and without any right to due process appeal.

Employment in the Police Officer Trainee classification is contingent upon maintaining enrollment in a POST approved academy for which he/she is they are enrolled. Incumbents who fail to maintain enrollment in a POST approved academy for any reason will be released from employment without cause and without the right of appeal.

This classification is flexibly staffed with the sworn Police Officer classification. Advancement to the sworn Police Officer level is based on <u>successful graduation from the academy</u>, meeting minimum qualification standards, <u>satisfactory performance in the academy and availability of police officer positions</u> within the <u>City</u>, and is at the discretion of the <u>Police Chief</u>.

#### 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. Attend and complete a basic POST certified training academy to obtain the basic skills and fitness level necessary for performance of Police Officer duties.
- 2. Learns principles and techniques of patrol procedures, community service, crime prevention, and public relations.
- 3. Learns and applies knowledge of enforcement and procedural aspects of criminal law, arrest and control techniques, crowd control, and the enforcement of those laws.
- 4. Learns principles and techniques of proper use and maintenance of firearms.
- 4-5. Learns basic criminal investigation processes and techniques, including the identification, collection, and preservation of evidence, courtroom testimony, and interviewing witnesses.
- 2.6. Perform related duties as required.

#### **QUALIFICATIONS**

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

# CITY OF SUISUN CITY Police Officer Trainee (Continued)

#### **Knowledge of:**

- Basic function, principles, and practices of law enforcement agencies.
- Basic principles of record keeping.
- Techniques for providing a high level of customer service.
- Customer service principles and techniques.
- Modern office practices, methods, and computer equipment and applications related to the work.
- Basic first aid and cardiopulmonary resuscitation techniques (CPR).
- English usage, grammar, spelling, and punctuation.

#### Ability to:

- Learn various CA laws, police procedures, law enforcement techniques, and first aid.
- Study, read, interpret, and apply police
- \_\_\_Analyze various situations and problems and take appropriate
- Observe and remember names, faces, numbers, incidents, and p
- \_\_Effectively perform work in stressful
- Think and act quickly in emergencies, and judge situations and people accurately.

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- Undergo strenuous physical conditioning.
- Possess good judgment, character, reputation, poise, bearing, alertness, emotional stability, and sincerity to effect good working and public relations.
- Work independently and as part of a team.
- Demonstrate an awareness and appreciation of the diversity of the
- Establish and maintain effective working relationships with those contacted in the course of

**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 graduation from an accredited U.S. high school; passing score on the General Education Development (GED) test; or possession of a two year, four year, or advanced degree from an accredited college or university. High school diploma or equivalent and enrollment in a POST certified police academy by the time of hire. Specialized training or College-level course work in law enforcement, police science, criminal justice, or a related field is desirable.

Proof of a T-Score of 45 or greater on the POST Entry-Level Law Enforcement Test Battery (PELLETB) and proof of passing any POST certified academy physical agility test (PAT) or comparable agency equivalent are required for enrollment in a POST certified police academy. Proof of completion of the PELLETB and PAT must be attached to your application and have been completed within the past 12 months.

#### **Experience:**

Not required but desired.

#### **License or Certificate:**

Possession of a valid California Class C driver license with an acceptable driving record.

Possession of. or ability to obtain, a valid CPR certification.

### CITY OF SUISUN CITY Police Officer Trainee (Continued)

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.

#### **Special**Additional Requirements:

- Must be 21 years of age as of the date of hiregraduation from the Police Academy.
- Must be a United States citizen or meet citizenship requirements.
- Must be of good moral character with no felony
- Must be lawfully able to possess a
- This position requires a thorough background investigation, polygraph examination, psychological assessment, and a medical exam prior to appointment.
- Ability to satisfy selection standards for peace officers in California as set forth in Government Code Sections 1029 and 1031 and by the City of Suisun City. The City of Suisun City is not precluded from adopting additional or higher selection standards, including age.

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 for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

**Environment:** High-stress police training academy environment; indoor classrooms and outdoor physical agility course; exposure to noise, smoke, and fumes.

**Physical:** Physical health, strength, stature and agility to meet physical demands of police work as determined by an agility test and a pre-employment physical exam.

**<u>Vision:</u>** See in the normal visual range with or without correction.

**Hearing:** Hear in the normal range.

FLSA	Non-Exempt
B.U.	Temporary
Status	Limited Term, At-Will
Established	March 12, 2019: FY 2018-19 Mid-Year Budget Update
Amended	May 2, 2023: Reso 2023-

#### POLICE OFFICER TRAINEE

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

#### **SUMMARY DESCRIPTION**

A temporary limited term at will position while receiving accredited academy or Suisun City Police Department training. Under direct supervision, attends a basic Peace Officer Standards and Training (POST) certified training academy to obtain the basic skills and fitness level necessary for performance of Police Officer duties.

#### **IDENTIFYING CHARACTERISTICS**

This is the non-sworn, trainee-level class in the Police Officer series in which incumbents are expected to learn law enforcement techniques and practices. Incumbents in this classification receive training in a controlled environment. Incumbents appointed to this classification serve in an at will status, at the pleasure of the appointing authority. At will employees may be released at any time, with or without just cause, with or without notice, and without any right to due process appeal.

Employment in the Police Officer Trainee classification is contingent upon maintaining enrollment in a POST approved academy for which they are enrolled. Incumbents who fail to maintain enrollment in a POST approved academy for any reason will be released from employment without cause and without the right of appeal.

This classification is flexibly staffed with the sworn Police Officer classification. Advancement to the sworn Police Officer level is based on successful graduation from the academy, meeting minimum qualification standards, availability of police officer positions within the City, and is at the discretion of the Police Chief.

#### 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. Attend and complete a basic POST certified training academy to obtain the basic skills and fitness level necessary for performance of Police Officer duties.
- 2. Learns principles and techniques of patrol procedures, community service, crime prevention, and public relations.
- 3. Learns and applies knowledge of enforcement and procedural aspects of criminal law, arrest and control techniques, crowd control, and the enforcement of those laws.
- 4. Learns principles and techniques of proper use and maintenance of firearms.
- 5. Learns basic criminal investigation processes and techniques, including the identification, collection, and preservation of evidence, courtroom testimony, and interviewing witnesses.
- 6. Perform related duties as required.

#### **QUALIFICATIONS**

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

#### Knowledge of:

- Basic function, principles, and practices of law enforcement agencies.
- Basic principles of record keeping.
- Techniques for providing a high level of customer service.

# CITY OF SUISUN CITY Police Officer Trainee (Continued)

- Customer service principles and techniques.
- Modern office practices, methods, and computer equipment and applications related to the work.
- Basic first aid and cardiopulmonary resuscitation techniques (CPR).
- English usage, grammar, spelling, and punctuation.

#### Ability to:

- Learn various CA laws, police procedures, law enforcement techniques, and first aid.
- Study, read, interpret, and apply police concepts.
- Analyze various situations and problems and take appropriate action.
- Observe and remember names, faces, numbers, incidents, and places.
- Effectively perform work in stressful situations.
- Think and act quickly in emergencies, and judge situations and people accurately.
- Undergo strenuous physical conditioning.
- Possess good judgment, character, reputation, poise, bearing, alertness, emotional stability, and sincerity to effect good working and public relations.
- Work independently and as part of a team.
- Demonstrate an awareness and appreciation of the diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.

<u>Education and Experience Guidelines</u> - 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:**

High school diploma or equivalent and enrollment in a POST certified police academy by the time of hire. Specialized training or college-level coursework in law enforcement, police science, criminal justice, or a related field is desirable.

Proof of a T-Score of 45 or greater on the POST Entry-Level Law Enforcement Test Battery (PELLETB) and proof of passing any POST certified academy physical agility test (PAT) or comparable agency equivalent are required for enrollment in a POST certified police academy. Proof of completion of the PELLETB and PAT must be attached to your application and have been completed within the past 12 months.

#### **Experience:**

Not required but desired.

#### **License or Certificate:**

Possession of a valid California Class C driver license with an acceptable driving record.

Possession of, or ability to obtain, a valid CPR certification.

#### **Additional Requirements:**

- Must be 21 years of age as of the date of graduation from the Police Academy.
- Must be a United States citizen or meet citizenship requirements.
- Must be of good moral character with no felony convictions.
- Must be lawfully able to possess a firearm.
- This position requires a thorough background investigation, polygraph examination, psychological assessment, and a medical exam prior to appointment.

# CITY OF SUISUN CITY Police Officer Trainee (Continued)

• Ability to satisfy selection standards for peace officers in California as set forth in Government Code Sections 1029 and 1031 and by the City of Suisun City. The City of Suisun City is not precluded from adopting additional or higher selection standards, including age.

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 for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

**Environment:** High-stress police training academy environment; indoor classrooms and outdoor physical agility course; exposure to noise, smoke, and fumes.

**Physical:** Physical health, strength, stature and agility to meet physical demands of police work as determined by an agility test and a pre-employment physical exam.

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

**Hearing:** Hear in the normal range.

FLSA	Non-Exempt
B.U.	Temporary
Status	Limited Term, At-Will
Established	March 12, 2019: FY 2018-19 Mid-Year Budget Update
Amended	May 2, 2023: Reso 2023-

#### AGENDA TRANSMITTAL

**MEETING DATE:** May 2, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-\_\_\_ - Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Police Officers' Association Effective July 1, 2021, through June 30, 2023, to Amend MOU Provisions Pertaining to Compensation.

**FISCAL IMPACT:** The additional cost resulting from this MOU amendment can be absorbed in the current fiscal year budget.

STRATEGIC PLAN: Provide Good Governance.

**BACKGROUND:** On August 17, 2021, the City Council approved a Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Police Officers' Association (SCPOA), effective July 1, 2021, through June 30, 2023 (SCPOA MOU 2021-23) with the adoption of Resolution No. 2021-83.

On April 5, 2022, the City Council approved a First Amendment to the SCMPEA MOU 2021-23 with the adoption of Resolution No. 2022-54.

STAFF REPORT: The City and SCPOA's authorized labor relations representatives recently met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act, codified as Gov't Code Sections 3500-3511, and reached an agreement regarding modifications to the SCPOA MOU 2021-23. The proposed modifications pertain to compensation and are memorialized in the Second Amendment to the SCPOA 2021-23 (attached as Exhibit "A" to the proposed resolution). These proposed modifications have been ratified by SCPOA membership. Specifically, the Second Amendment would do the following if approved by the City Council:

- End the temporary additional pay of \$4 per hour for Dispatch employees and end the \$6 per hour temporary additional pay for police safety employees.
- Provide base wage increases of \$4 per hour for Dispatch employees, and \$6 per hour for police safety employees.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023—
— Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Police Officers' Association Effective July 1, 2021, through June 30, 2023, to Amend the MOU Provisions Pertaining to Compensation.

#### **DOCUMENTS ATTACHED:**

 Resolution No. 2023-\_\_\_: Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Police Officers' Association Effective July 1, 2021, through June 30, 2023, to Amend MOU Provisions Pertaining

#### to Compensation

a. Amendment No. 2 to the SCPOA MOU 2021-23

PREPARED BY:

REVIEWED BY:

APPROVED BY:

Christina Penland, Human Resources Administrator

Greg Folsom, City Manager

Greg Folsom, City Manager

#### **ATTACHMENTS:**

<sup>1</sup> A Resolution Approving a Second Amendment to the Memorandum of Understanding between the City of Suisun City and the Suisun City Police Officers Association.docx a Amendment No. 2 to the SCPOA MOU 2021-23.pdf

#### **RESOLUTION NO. 2023-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING A SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY POLICE OFFICERS' ASSOCIATION EFFECTIVE JULY 1, 2021, THROUGH JUNE 30, 2023, TO AMEND MOU PROVISIONS PERTAINING TO COMPENSATION

WHEREAS, on August 17, 2021 the City Council approved the Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Police Officers' Association (SCPOA), effective July 1, 2021 through June 23, 2023 (SCPOA MOU 2021-23) with the adoption of Resolution No. 2021-83; and

WHEREAS, on April 5, 2022, the City Council approved a First Amendment to the SCPOA MOU 2021-23 with the adoption of resolution No. 2022-54; and

WHEREAS, the City and SCPOA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA)(Gov't Code Sections 3500-3511) regarding certain proposed modifications in the SCPOA MOU 2021-23 pertaining to compensation; and

WHEREAS, the City Council now desires to accept, approve, and adopt the Second Amendment to the SCPOA MOU 2021-23 (attached hereto as Exhibit "A"); and

WHEREAS, any additional costs of the Second Amendment to the SCPOA MOU 2021-23 will not require additional budget appropriations for this fiscal year.

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

- Section 1. The recitals set forth above are true and correct and incorporated herein by this reference.
- The Second Amendment to the SCPOA MOU 2021-23, attached hereto as Section 2. Exhibit "A," is hereby accepted, approved, and adopted.
  - Effective Date. This Resolution is effective May 12, 2023. Section 3.

Resolution No. 2023-Adopted May 2, 2023

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1			lar Meeting of said City Council of the City of Suisun City duly
2	held on Tueso	day, the 2nd day of May 2	2023, by the following vote:
3	AYES:	Councilmembers:	
4	NOES: ABSENT:	Councilmembers: Councilmembers:	
5	ABSTAIN:	Councilmembers:	
6	WIT	NESS my hand and the s	seal of said City this 2nd day of May 2023.
7			
8			Anita Skinner City Clerk
9			·
10	Exhibit A:	Second Amendment to	the SCPOA MOU 2021-23
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	Resolution No. 20		

Adopted May 2, 2023

#### Exhibit A

Amendment No. 2 to the SCPOA MOU 2021-23

# SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY POLICE OFFICERS' ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2023

This Second Amendment to the Memorandum of Understanding between the City of Suisun City and the Suisun City Police Officers' Association effective July 1, 2021 through June 30, 2023 (SCPOA MOU 2021-23) is made and entered into by and between the City of Suisun City, a municipal corporation (City), and the Suisun City Police Officers' Association (SCPOA).

#### RECITALS:

WHEREAS, on August 17, 2021, the City Council approved the SCPOA MOU 2021-23 with the adoption of Resolution No. 2021-83;

WHEREAS, on April 5, 2022, the City Council approved the First Amendment to the SCPOA MOU 2021-23 with the adoption of Resolution No. 2022-54;

WHEREAS, the City and SCPOA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov't Code Sections 3500-3511, regarding certain modifications to the SCPOA MOU 2021-23;

WHEREAS, the City and SCPOA now desire to further amend the SCPOA MOU 2021-23 to modify salary compensation provisions of the SCPOA MOU 2021-23, which modified terms were ratified by the SCPOA membership and then signed by the authorized representatives parties.

NOW, THEREFORE, it is hereby agreed that the SCPOA MOU 2021-23 is amended in the following particulars only and made effective as indicated:

Article VIII, Section 1 of the SCPOA MOU 2021-23, entitled "Base Salary," shall be amended to read as follows (deletions in strikethrough; additions in bold italics):

- 1. <u>Base Salary.</u> Assuming allowable funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City shall provide a premium pay to all bargaining unit employees as follows:
- A. The City will provide a \$6.00 per hour non-pensionable premium pay on top of the base pay rate for all represented job classes *up through and until May 11, 2023*.
- B. Premium increases will be effective retroactively to July 1, 2021, if the Tentative Agreement is ratified and signed by Union at least one day prior to the City Council meeting scheduled for July 6, 2021. Alternatively, the premium increase will be effective the first full pay period after City Council adoption of the Tentative Agreement.
- C. Payments will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 23, 2023.

- D. The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired on June 30, 2021 and shall not be included in this successor MOU.
- E. <u>Police Safety.</u> Effective May 12, 2023, the City will provide base hourly wage increases of \$6 per hour to the wage range and to the employee's position within that range for all represented safety job classes.
- F. <u>Dispatch</u>. Effective May 12, 2023, the City will provide base hourly wage increases of \$4 per hour to the wage range for all represented Dispatch job classes and base hourly wage increases of \$4 per hour to the employee's position within that range for the following represented Dispatch job classes:

Public Safety Dispatcher I Senior Public Safety Dispatcher

- G. Providing base wage increase to the employee's position within the range will decrease the differential between steps to less than 5% as identified in the new alpha numerical salary ranges established for these classifications.
- H. New hires starting May 12, 2023 or later, in these classifications will be hired into the base numerical range which maintains 5% differential between each step in the range. The alpha salary range will be eliminated once all affected employees in the alpha numeric range reach top step, or through attrition, whichever comes first. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range once they reach the top step.

The representatives of the City and of the SCPOA have jointly prepared this Second Amendment to the SCPOA MOU 2021-23, and jointly presented to City Council of the City of Suisun City for determination pursuant to Government Code section 3505.1. Except as expressly provided for in this Second Amendment to the SCPOA MOU 2021-23, all other provisions of the SCPOA MOU 2021-23 and First Amendment to the SCPOA MOU 2021-23 shall remain in full force and effect. The parties also knowledge that this Second Amendment to the SCPOA MOU 2021-23 shall not be in full force and effect until adopted by resolution by the City Council of the City of Suisun City. Subject to the foregoing and in witness whereof, this Second Amendment is hereby executed by the authorized representatives of the City and the SCPOA and entered into as of this 21st day of April 2023.

#### IT IS SO AGREED:

[SIGNATURES ON NEXT PAGE]

SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY POLICE OFFICERS' ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2023

For The City:	For SCPOA:
	Miltigle
Gregory Folsom	Michael D. Pugh, Negotiator
City Manager	Suisun City Police Officers' Association
	Affiliation of the second
Christina Penland	Jeremy Snyden President
Human Resources Administrator	Suisun City Police Officers' Association
	5 1
Kris Lofthus	Eric Vera, POA Vice President
Deputy City Manager	Suisun City Police Officers' Association

Approved as to form Aleshire & Wynder, LLP

Elena Q. Gerli, City Attorney

#### AGENDA TRANSMITTAL

**MEETING DATE:** May 2, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023— Approving a First Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Firefighters' Association Effective July 1, 2022, through June 30, 2023, to Amend MOU Provisions Pertaining to Compensation.

**FISCAL IMPACT:** The additional cost resulting from this MOU amendment can be absorbed in the current fiscal year budget.

STRATEGIC PLAN: Provide Good Governance.

**BACKGROUND:** On July 19, 2022, the City Council approved a Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Firefighters' Association (SCPOA), effective July 1, 2022, through June 30, 2023 (SCPFA MOU 2022-23) with the adoption of Resolution No. 2022-102.

STAFF REPORT: The City and SCPFA's authorized labor relations representatives recently met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act, codified as Gov't Code Sections 3500-3511, and reached an agreement regarding modifications to the SCPFA MOU 2022-23. The proposed modifications pertain to compensation and are memorialized in the First Amendment to the SCPFA 2022-23 (attached as Exhibit "A" to the proposed resolution). These proposed modifications have been ratified by SCPFA membership. Specifically, the First Amendment would do the following if approved by the City Council:

- End the temporary additional pay of \$6 per hour for fire safety employees.
- Provide base wage increases of \$6 per hour for fire safety employees.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023—— - Approving a First Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Firefighters' Association Effective July 1, 2022, through June 30, 2023, to Amend the MOU Provisions Pertaining to Compensation.

#### **DOCUMENTS ATTACHED:**

- 1. Resolution No. 2023-\_\_\_: Approving a First Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Firefighters' Association Effective July 1, 2022, through June 30, 2023, to Amend MOU Provisions Pertaining to Compensation
  - a. Amendment No. 1 to the SCPFA MOU 2022-23

PREPARED BY: REVIEWED BY:

Christina Penland, Human Resources Administrator Greg Folsom, City Manager

#### **APPROVED BY:**

#### **ATTACHMENTS:**

1 A Resolution Approving a First Amendment to the Memorandum of Understaning Between the City of Suisun City and the Suisun City Firefighters' Association.docx a Amendment No. 1 to the SCPFA MOU 2022-23.pdf

#### **RESOLUTION NO. 2023-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY FIREFIGHTERS' ASSOCIATION EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023, TO AMEND MOU PROVISIONS PERTAINING TO COMPENSATION

WHEREAS, on July 19, 2022 the City Council approved the Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Firefighters' Association (SCPFA), effective July 1, 2022 through June 23, 2023 (SCPFA MOU 2022-23) with the adoption of Resolution No. 2022-102; and

**WHEREAS**, the City and SCFA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA)(Gov't Code Sections 3500-3511) regarding certain proposed modifications in the SCPFA MOU 2022-23 pertaining to compensation; and

WHEREAS, the City Council now desires to accept, approve, and adopt the First Amendment to the SCPFA MOU 2022-23 (attached hereto as Exhibit "A"); and

**WHEREAS,** any additional costs of the First Amendment to the SCPFA MOU 2022-23 will not require additional budget appropriations for this fiscal year.

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

- **Section 1.** The recitals set forth above are true and correct and incorporated herein by this reference.
- **Section 2.** The First Amendment to the SCPFA MOU 2022-23, attached hereto as Exhibit "A," is hereby accepted, approved, and adopted.
  - **Section 3.** Effective Date. This Resolution is effective May 12, 2023.

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2		<b>D ADOPTED</b> at a Regulata ay, the 2nd day of May 20	r Meeting of said City Council of the City of Suisun 23, by the following vote:	City duly
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4	AYES: NOES:	Councilmembers: Councilmembers:		_
5	ABSENT: ABSTAIN:	Councilmembers: Councilmembers:		_
6	ADSTAIN.	Councilinemocis.		_
7	WITN	NESS my hand and the sea	al of said City this 2nd day of May 2023.	
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9			Anita Skinner	
10			City Clerk	
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#### Exhibit A

Amendment No. 1 to the SCPFA MOU 2022-23

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#### FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2023

This First Amendment to the Memorandum of Understanding between the City of Suisun City and the Suisun City Professional Firefighters' Association effective July 1, 2022 through June 30, 2023 (SCPFA MOU 2022-23) is made and entered into by and between the City of Suisun City, a municipal corporation (City), and the Suisun City Professional Firefighters' Association (SCPFA).

#### RECITALS:

WHEREAS, on September 21, 2021, the City Council approved the Tentative Agreement between the City of Suisun City and the SCPFA confirming compensation and benefits for represented Fire Unit Members with the adoption of Resolution No. 2021-95;

WHEREAS, on July 19, 2022, the City Council approved the SCPFA MOU 2022-23 with the adoption of Resolution No. 2022-102;

WHEREAS, the City and SCPFA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov't Code Sections 3500-3511, regarding certain modifications to the SCPFA MOU 2022-23;

WHEREAS, the City and SCPFA now desire to amend the SCPFA MOU 2022-23 to modify salary compensation provisions of the SCPFA MOU 2022-23, which modified terms were ratified by the SCPFA membership and then signed by the authorized representatives parties.

NOW, THEREFORE, it is hereby agreed that the SCPFA MOU 2022-23 is amended in the following particulars only and made effective as indicated:

Article 8, Section 1 of the SCPFA MOU 2022-23, entitled "Salaries," shall be amended to read as follows (deletions in strikethrough; additions in bold italics):

- 1. <u>Salaries.</u> Assuming funding pursuant to the American Rescue Plan Act of 2021 as a condition precedent, the City proposes to provide additional pay to all bargaining unit employees as follows:5/
- A. The City will provide a \$6.00 per hour non-pensionable additional pay on top of the base pay rate for all represented safety job classes *up through and until May 11, 2023*.
- B. Payments will be made on a bi-weekly basis.
- C. All the additional pay hourly increases authorized herein will sunset June 30, 2023.
- D. Effective May 12, 2023, the City will provide base hourly wage increases of \$6 per hour to the wage range and to the employee's position within that range for all represented fire safety job classes.

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN PROFESSIONAL FIREFIGHTERS' ASSOCIATION EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2023

- E. Providing base wage increase to the employee's position within the range will decrease the differential between steps to less than 5% as identified in the new alpha numerical salary ranges established for these classifications.
- F. New hires starting May 12, 2023, in these classifications will be hired into the base numerical range which maintains 5% differential between each step in the range. The alpha salary range will be eliminated once all affected employees in the alpha numeric range reach top step, or through attrition, whichever comes first. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range once they reach the top step.

The representatives of the City and of the SCPFA have jointly prepared this First Amendment to the SCPFA MOU 2022-23, and jointly presented to City Council of the City of Suisun City for determination pursuant to Government Code section 3505.1. Except as expressly provided for in this First Amendment to the SCPFA MOU 2022-23, all other provisions of the SCPFA MOU 2022-23 shall remain in full force and effect. The parties also acknowledge that this First Amendment to the SCPFA MOU 2022-23 shall not be in full force and effect until adopted by resolution by the City Council of the City of Suisun City. Subject to the foregoing and in witness whereof, this First Amendment is hereby executed by the authorized representatives of the City and the SCPFA and entered into as of this 21st day of April 2023.

#### IT IS SO AGREED:

[SIGNATURES ON NEXT PAGE]

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN PROFESSIONAL FIREFIGHTERS' ASSOCIATION EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2023

For The City:	For SCPFA:
	Land We
Gregory Folsom	Ken Martin, Labor Relations Consultan
City Manager	IAFF, Local 186
	ajene/
Christina Penland	Aaron Leming President
Human Resources Administrator	IAFF, Local 1186
	A
Kris Lofihus	Christopher Lujan, Vice President
Deputy City Manager	IAFF, Local 1186

Approved as to form Aleshire & Wynder, LLP

Elena G. Gerli, City Attorney

#### AGENDA TRANSMITTAL

**MEETING DATE:** May 2, 2023

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2023-\_\_\_ - Amending and Restating the Schedule of Benefits for Unrepresented Employees.

**FISCAL IMPACT:** The additional cost resulting from this MOU amendment can be absorbed in the current fiscal year budget.

STRATEGIC PLAN: Provide Good Governance.

**BACKGROUND:** The Schedule of Benefits for Unrepresented Employees specifies the level of benefits for the City's unrepresented employees, including department head positions and specified non-department heads. These benefits may be amended from time to time as desired by the City Council. It was most recently amended/updated on April 5, 2022, with Resolution No. 2022-55.

**STAFF REPORT:** The City Council historically provides compensation or benefits adjustments for Unrepresented Employees comparable to those offered to represented City of Suisun City management employees.

The City and authorized labor relations representatives for the Suisun City Management and Professional Employees' Association (SCMPEA), the Suisun City Police Officers' Association (SCPOA), and the Suisun City Professional Firefighters' Association (SCPFA) recently met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act, codified as Gov't Code Sections 3500-3511, and reached agreement regarding modifications pertaining to compensation. The agreements to amendments to the Memorandum of Understandings (MOUs) have been ratified by the SCPOA and SCPFA memberships. As of the submittal of this report, SCMPEA has informed the City its membership has also ratified the agreement which is expected to be presented to Council at the next Council meeting.

The City has also engaged with and is meeting and conferring with the Suisun City Employees' Association (SCEA) to amend their contract as well, providing the same modifications to compensation. It is anticipated that an amendment to the SCEA MOU will also be forthcoming.

At this time, staff is recommending the City Council authorize the same compensation adjustments offered to the City's employee bargaining groups, which would do the following if approved by the City Council:

- End the temporary additional pay of \$2 per hour for miscellaneous employees and end the \$6 per hour temporary additional pay for police and fire safety employees.
- Provide base wage increases of \$2 per hour for miscellaneous employees, and \$6 per hour for police and fire safety employees.

	N: It is recommended that the City Council adopt Resolution No. 2023- he Schedule of Benefits for Unrepresented Employees.
DOCUMENTS ATTACHED:	Amending and Destating the Schedule of Denefits for Unrepresented

- 1. Resolution No. 2023-\_\_\_ Amending and Restating the Schedule of Benefits for Unrepresented Employees
  - a. Amended and Restated Schedule of Benefits for Unrepresented Employees Redline

b. Amended and Restated Schedule of Benefits for Unrepresented Employees - Clean

PREPARED BY: Christina Penland, Human Resources Administrator REVIEWED BY: Greg Folsom, City Manager APPROVED BY: Greg Folsom, City Manager

#### **ATTACHMENTS:**

- 1 A Resolution Amending and Restating the Schedule of Benefits for Unrepresented Employees.pdf
- a Amended and Restated Schedule of Benefits for Unrepresented Employees Redline.pdf
- b Amended and Restated Schedule of Benefits for Unrepresented Employees Clean.docx

# RESOLUTION NO. 2023-\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AMENDING AND RESTATING THE SCHEDULE OF BENEFITS FOR

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

UNREPRESENTED EMPLOYEES

**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 clarifying classifications designated as "at-will" to be unrepresented, and approving various other changes; and

WHEREAS, on April 5, 2022, the City Council adopted Resolution No. 2022-55, approving the Amended and Restated Schedule of Benefits for Unrepresented Employees to add the unrepresented class of Battalion Chief, provide for a Deputy City Manager designation and assignment pay, add Juneteenth as a recognized holiday, and add COBRA insurance coverage in addition to various clarifying changes; 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 pertaining to compensation; and

**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.

Resolution No. 2023-Adopted May 2, 2023

	II.	
1	Section Employees,"	on 2. The "Amended and Restated Schedule of Benefits for Unrepresented a copy of which is attached hereto and incorporated herein, is accepted, approved
2	and adopted.	
3	Sectio	Effective Date. This Resolution is effective May 12, 2023.
4		ED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun
5	City duly held	on Tuesday, the 2nd day of May 2023, by the following vote:
6	AYES:	Council Members:
7	NOES:	Council Members:
8	ABSENT: ABSTAIN:	Council Members:  Council Members:
9		
10	WITN	NESS my hand and the seal of said City this 2nd day of May 2023.
11		
12		Anita Skinner
13		City Clerk
14	Exhibit A:	Amended and Restated Schedule of Benefits for Unrepresented Employees -
15		Redline
16	Exhibit B:	Amended and Restated Schedule of Benefits for Unrepresented Employees - Clean
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Resolution No. 2023-Adopted May 2, 2023

# Exhibit A

Amended and Restated Schedule of Benefits for Unrepresented Employees - Redline

Resolution No. 2023-\_ Adopted May 2, 2023

Resolution No. 2023-Adopted May 2, 2023

# CITY OF SUISUN CITY AMENDED AND RESTATED SCHEDULE OF BENEFITS FOR UNREPRESENTED EMPLOYEES

EFFECTIVE May 12, 2023
Adopted by Resolution No. 2023-\_\_\_\_\_

# 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, except the Fire Battalion Chiefs, 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.

Resolution No. 2023-\_\_\_ Adopted May 2, 2023 <u>Section 04.</u> 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' Professional Firefighters' Association (SCMPEAPFA) Memorandum of Understanding (MOU) 2022-23, 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

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.

#### A. ADDITIONAL PAY.

- 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 up through and until May 11, 2023.
- 2. 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 up through and until May 11, 2023.
- 3. Regular salary and other pay will be made on a bi-weekly basis. All-the hourly increases authorized herein will sunset June 30, 2023.
- 4. The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired June 30, 2021.
- B. Base Wage Increase. Effective May 12, 2023, base hourly wages will be adjusted as follows:

- 1. Miscellaneous. Base hourly wage increases of \$2 per hour to the wage range and to the employee's position within that range for all unrepresented miscellaneous job classes.
- 2. Police and Fire. Base hourly wage increases of \$6 per hour to the wage range and to the employee's position within that range for all unrepresented safety job classes.

**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.

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 nonpensionable 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 themself 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.

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

- <u>Section 01.</u> 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.
- <u>Section 03.</u> 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.

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

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

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

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

<u>Section 07.</u> PEPRA New Safety Police Employee Retirement Benefits. The City provides the 2.7% at 57 CalPERS Plan for PEPRA New Member Safety Police Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available for New Members. Should any

provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

<u>Section 08.</u> 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.

<u>Section 01.</u> 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. <u>For the first five (5) years of service</u>. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year.
- B. <u>Commencing with the Sixth (6<sup>th</sup>) Year.</u> Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year.
- C. <u>Commencing with the Eleventh (11<sup>th</sup>) Year.</u> 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.

<u>Section 02.</u> 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.

Resolution No. 2023-\_\_ Adopted May 2, 2023 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 31st 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.

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.

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.

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

<u>Section 05.</u> 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.

Resolution No. 2023-Adopted May 2, 2023 **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

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 Employee + One 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 that 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

Resolution No. 2023-\_\_\_ Adopted May 2, 2023 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.

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

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.

**END** 

# CITY OF SUISUN CITY AMENDED AND RESTATED SCHEDULE OF BENEFITS FOR UNREPRESENTED EMPLOYEES

EFFECTIVE May 12, 2023
Adopted by Resolution No. 2023-\_\_\_\_\_

# 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

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, except the Fire Battalion Chiefs, 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.

Resolution No. 2023-\_\_\_ Adopted May 2, 2023 <u>Section 04.</u> 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 Professional Firefighters' Association (SCPFA) Memorandum of Understanding (MOU) 2022-23, 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

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.

### A. ADDITIONAL PAY.

- 1. 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 up through and until May 11, 2023.
- 2. 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 up through and until May 11, 2023.
- 3. Regular salary and other pay will be made on a bi-weekly basis.
- 4. The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired June 30, 2021.
- B. Base Wage Increase. Effective May 12, 2023, base hourly wages will be adjusted as follows:

- 1. <u>Miscellaneous</u>. Base hourly wage increases of \$2 per hour to the wage range and to the employee's position within that range for all unrepresented miscellaneous job classes.
- 2. <u>Police and Fire.</u> Base hourly wage increases of \$6 per hour to the wage range and to the employee's position within that range for all unrepresented safety job classes.

**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.

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

<u>Section 01.</u> 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.

<u>Section 02.</u> **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 nonpensionable 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 themself 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.

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.
- 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 PEPRA.

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

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

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

<u>Section 08.</u> 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. <u>For the first five (5) years of service.</u> Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year.
- B. <u>Commencing with the Sixth (6<sup>th</sup>) Year.</u> Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year.
- C. <u>Commencing with the Eleventh (11<sup>th</sup>) Year.</u> 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.

<u>Section 02.</u> 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.

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.

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.

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

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

<u>Section 06.</u> 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:

Time Period Employee Employee + One Employee + Family 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 that 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.

<u>Section 05.</u> 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

<u>Section 01.</u> 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").

<u>Section 02.</u> 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

<u>Section 01.</u> 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.

<u>Section 02.</u> 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 HEADS UNIFORMS AND UNIFORM ALLOWANCES FOR PUBLIC SAFETY DEPARTMENT

This Article XIV shall apply to Public Safety Department Heads only.

<u>Section 01.</u> 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

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.

**END** 

#### AGENDA TRANSMITTAL

MEETING DATE: May 2, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023— Amending the Citywide Salary Schedule to Implement the Second Amendment to the Suisun City Police Officers' Association (SCPOA) MOU 2021-23, the First Amendment to the Suisun City Professional Firefighters' Association (SCPFA) MOU 2022-23, and the Amended and Restated Schedule of Benefits for Unrepresented Employees.

**FISCAL IMPACT:** As discussed in the staff report authorizing the resolutions for the second amendment to the SCPOA MOU, the first amendment to the SCPFA MOU, and amending the Schedule of Benefits for Unrepresented Employees, brought before Council on this day, May 2, 2023, the additional cost can be absorbed in the current fiscal year budget.

STRATEGIC PLAN: Provide Good Governance.

**BACKGROUND:** Under separate resolutions, the City Council has accepted, approved and adopted the Second Amendment of the Suisun City Police Officers' Association (SCPOA) MOU 2021-23, and the First Amendment of the Suisun City Professional Firefighters' Association (SCPFA) MOU 2022-23, and an amendment to the Schedule of Benefits for Unrepresented Employees ending the temporary hourly wage increases that were scheduled to sunset June 30, 2023 and providing base wage increases effective May 12, 2023.

**STAFF REPORT:** The Citywide Salary Schedule is now being amended to implement the base wage increases, of the Second Amendment of the SCPOA MOU 2021-23, the First Amendment of the SCPFA MOU 2022-23, and the Amended and Restated Schedule of Benefits for Unrepresented Employees as follows:

- Provide base wage increases of \$2 per hour for miscellaneous unrepresented classifications,
- Provide base wage increases of \$4 per hour for Dispatch employees represented by the SCPOA, and
- Provide base wage increases of \$6 per hour for Police and Fire safety employees represented by the SCPOA and SCPFA.

The City's base wage increases provided herein to the employee's position within the range for employees situated between Step A through Step D, will decrease the differential between steps to less than 5% as identified in the new alpha numerical salary ranges established for these classifications.

The alpha salary range will be eliminated once all affected employees in the alpha numeric range reach top step, or through attrition, whichever comes first. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range once they reach the top step.

New hires starting May 12, 2023, or later, in the classifications affected by the additional hourly wage

increases will be hired into the base numerical range for that classification which maintains a 5% differential between each step in the range.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023—Amending the Citywide Salary Schedule to Implement the Second Amendment to the Suisun City Police Officers' Association (SCPOA) MOU 2021-23, the First Amendment to the Suisun City Professional Firefighters' Association (SCPFA) MOU 2022-23, and the Amended and Restated Schedule of Benefits for Unrepresented Employees.

#### **DOCUMENTS ATTACHED:**

- 1. Resolution No. 2023-\_\_\_\_ Amending the Citywide Salary Schedule to Implement the Second Amendment to the Suisun City Police Officers' Association (SCPOA) MOU 2021-23, the First Amendment to the Suisun City Professional Firefighters' Association (SCPFA) MOU 2022-23, and the Amended and Restated Schedule of Benefits for Unrepresented Employees.
  - a. Citywide Salary Schedule

PREPARED BY:

REVIEWED BY:

Greg Folsom, City Manager

APPROVED BY:

Greg Folsom, City Manager

#### **ATTACHMENTS:**

1 A Resolution Amending Citywide Salary Schedule.docx a Citywide Salary Schedule.pdf

# **RESOLUTION NO. 2023-**1 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AMENDING THE CITYWIDE SALARY SCHEDULE TO IMPLEMENT THE SECOND AMENDMENT TO THE SUISUN CITY POLICE OFFICERS' ASSOCIATION (SCPOA) MOU 2021-23, THE FIRST AMENDMENT TO THE SUISUN CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION (SCPFA) MOU 2022-23, AND THE AMENDED AND RESTATED SCHEDULE OF BENEFITS FOR UNREPRESENTED EMPLOYEES.

WHEREAS, on February 7, 2023, the City Council approved the current Salary Schedule with the adoption of Resolution No. 2023-14; and

WHEREAS, the City and authorized labor relations representatives for the Suisun City Police Officers' Association and the Suisun City Firefighters' Association met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA)(Gov't Code Sections 3500-3511) regarding certain proposed modifications in the MOUs pertaining to compensation resulting in the Second Amendment to the SCPOA MOU 2021-23 and the First Amendment to the SCPFA MOU 2022-23; and

WHEREAS, the Schedule of Benefits for Unrepresented Employees may be adjusted at any time by the City Council; and

WHEREAS, the City Council amended sections of the Schedule of Benefits for Unrepresented Employees pertaining to compensation; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2023- : Amending the Citywide Salary Schedule to implement the Second Amendment to the Suisun City Police Officers' Association (SCPOA) MOU 2021-23, the First Amendment to the Suisun City Professional Firefighters' Association (SCPFA) MOU 2022-23 and the Amended and Restated Schedule of Benefits for Unrepresented Employees.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 2nd day of May 2023, by the following vote:

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

WITNESS my hand and the seal of said City this 2nd day of May 2023.

Anita Skinner City Clerk

Exhibit A: Citywide Salary Schedule

Resolution No. 2023-Adopted May 2, 2023

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City of Suisun City	Salary Schedule	Resolution Date:	

5/2/2023

:				Hourly			Monthly	Monthly Average			
Job Class	Range	A	8	U	۵	Е	Starting	Ending	Effective Date B.U.	e B.U.	FLSA
Account Clerk I	200	\$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	270	\$43.19	\$45.35	\$47.62	\$50.00	\$52.50	\$7,486	\$9,100	10/01/21	SCMPEA	Exempt
Accounting Technician	208	\$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*	260	\$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	٠	,	12/24/21	Temp/PT	
Battalion Chief (2912 annual hours)	232	\$38.11	\$40.02	\$42.02	\$44.12	\$46.33	\$9,497	\$11,543	05/12/23	Unrep	Exempt
Building Inspection Services Manager*	270	\$43.19	\$45.35	\$47.62	\$50.00	\$52.50	\$7,486	\$9,100	10/01/21	⋖	Exempt
Building Inspector I	520	\$28.93	\$30.38	\$31.90	\$33.49	\$35.16	\$5,015	\$6,095	10/01/21	SCEA	
O) 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	265	\$21.35	\$22.42	\$23.54	\$24.71	\$25.95	\$3,700	\$4,498	10/01/21	SCEA	
Building Maintenance Worker II*	266	\$23.48	\$24.66	\$25.89	\$27.18	\$28.54	\$4,070	\$4,947	10/01/21	SCEA	
Chief Building Official*	267	\$55.66	\$58.45	\$61.37	\$64.44	\$67.66	\$9,648	\$11,728	05/12/23	Unrep	Exempt
City Engineer*	267	\$54.02	\$56.72	\$59.56	\$62.53	\$65.66	\$9,363	\$11,381	10/01/21	SCMPEA	Exempt
City Manager**	100	,	,	,		\$128.17	1	\$22,217	05/12/23	Unrep	Exempt
Code Enforcement Officer I	260	\$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	ı	,	12/24/21	Temp/PT	
Computer lechnician*	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	\$64.04	\$67.25	\$70.61	\$74.14	\$77.84	\$11,101	\$13,493	05/12/23	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 Chiet	237	\$49.38	\$51.84	\$54.44	\$57.16	\$60.02	\$8,558	\$10,403	07/19/22	SCMPEA	Exempt
Economic Development Consultant	926	,	1		,	\$65.00	1	,	12/24/21	Temp/PT	
Finance Director*	140	\$64.04	\$67.25	\$70.61	\$74.14	\$77.84	\$11,101	\$13,493	05/12/23	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)	A10	\$34.85	\$36.29	\$37.81	\$39.40	\$41.07	\$8,683	\$10,233	05/12/23	IAFF	
Fire Captain* (2,912 annual hours)	202	\$33.79	\$35.48	\$37.25	\$39.11	\$41.07	\$8,418	\$10,233	05/12/23	IAFF	
Fire Chief*	110	\$75.86	\$79.65	\$83.63	\$87.81	\$92.20	\$13,148	\$15,982	05/12/23	Unrep	Exempt
(C) Denotes Confidential Class					10	5					

(C) Denotes Confidential Class
\* Denotes Benchmark Class
\*\* City Manager's Salary is set by Contract

Job Class	Range	*	-								
	1301155	A	В	o	D	Э	Starting	Ending	Effective Date B.U.	e B.U.	FLSA
Fire Engineer (2912 annual hours)	A11	\$32.45	\$33.77	\$35.16	\$36.62	\$38.15	\$8,085	\$9,505	05/12/23	IAFF	
Fire Engineer* (2912 annual hours)	203	\$31.38	\$32.95	\$34.60	\$36.33	\$38.15	\$7,820	\$9,505	05/12/23	IAFF	
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	ı	. 1	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 Programs Manager*	230	\$44.63	\$46.86	\$49.20	\$51.66	\$54.25	\$7,736	\$9,403	10/01/21	SCMPEA	Exempt
Housing Specialist I	260	\$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	\$51.78	\$54.36	\$57.08	\$59.94	\$62.93	\$8,974	\$10,909	05/12/23	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	265	\$21.35	\$22.42	\$23.54	\$24.71	\$25.95	\$3,700	\$4,498	10/01/21	SCEA	
Maintenance Worker II*	299	\$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	
9 Planning Specialist	917	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18	1	1	12/24/21	Temp/PT	
	110	\$75.86	\$79.65	\$83.63	\$87.81	\$92.20	\$13,148	\$15,982	05/12/23	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	1		12/24/21	Temp/PT	
Police Officer	A22	\$39.22	\$40.88	\$42.62	\$44.46	\$46.38	\$6,798	\$8,039	05/12/23	SCPOA	
Police Officer*	400	\$39.22	\$40.88	\$42.62	\$44.46	\$46.38	\$6,798	\$8,039	05/12/23	SCPOA	
Police Sergeant	A23	\$49.64	\$51.83	\$54.12	\$56.52	\$59.05	\$8,605	\$10,235	05/12/23	SCPOA	
Police Sergeant*	450	\$49.64	\$51.83	\$54.12	\$56.52	\$59.05	\$8,605	\$10,235	05/12/23	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	566	\$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	A18	\$28.65	\$29.88	\$31.18	\$32.53	\$33.96	\$4,966	\$5,887	05/12/23	SCPOA	
Public Safety Dispatcher I	525	\$27.94	\$29.34	\$30.80	\$32.34	\$33.96	\$4,843	\$5,887	05/12/23	SCPOA	
Public Safety Dispatcher II*	526	\$29.68	\$31.16	\$32.72	\$34.36	\$36.08	\$5,145	\$6,253	05/12/23	SCPOA	
Public Works & Building Director/City Engineer*	140	\$64.04	\$67.25	\$70.61	\$74.14	\$77.84	\$11,101	\$13,493	05/12/23	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	•	1	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			\$16.05	\$16.85	\$17.69		•	12/24/21	Temp/PT	

<sup>(</sup>C) Denotes Confidential Class
\* Denotes Benchmark Class
\*\* City Manager's Salary is set by Contract

	•										
				Hourly			Monthly Average	Average			
Job Class	Range	A	8	U	٥	Е	Starting	Ending	Effective Date B.U.		FLSA
Recreation Specialist II	936	-	\$16.81	\$17.65	\$18.53	\$19.46	1	,	12/24/21	Temp/PT	
Recreation Specialist III	937	\$17.61	\$18.49	\$19.41	\$20.38	\$21.40	1	,	12/24/21	Temp/PT	
Recreation Specialist Supervisor	939	\$19.37	\$20.34	\$21.36	\$22.43	\$23.55	•		12/24/21	Temp/PT	
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	\$64.04	\$67.25	\$70.61	\$74.14	\$77.84	\$11,101	\$13,493	05/12/23	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	208	\$25.04	\$26.29	\$27.60	\$28.98	\$30.43	\$4,340	\$5,275	10/01/21	SCEA	
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	
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	A21	\$33.03	\$34.48	\$36.00	\$37.60	\$39.28	\$5,725	\$6,809	05/12/23	SCPOA	
Senior Public Safety Dispatcher	530	\$32.32	\$33.93	\$35.63	\$37.41	\$39.28	\$5,602	\$6,809	05/12/23	SCPOA	
Youth Services Specialist	290	\$29.68	\$31.16	\$32.72	\$34.36	\$36.08	\$5,145	\$6,253	10/01/21	SCEA	

<sup>(</sup>C) Denotes Confidential Class
\* Denotes Benchmark Class
\*\* City Manager's Salary is set by Contract

# **AGENDA TRANSMITTAL**

**MEETING DATE:** May 2, 2023

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2023-\_\_: Amending the City of Suisun City Special Event Permit Application.

**FISCAL IMPACT:** Adoption of above listed policies will not have any fiscal impact.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: The City of Suisun City (City) has worked with a variety of organizations to provide programs, services, facilities, and park enhancements to Suisun City residents. The City is continuously seeking those organizations or individuals that want to give back to the community through volunteerism, financial support, programmatic enhancements, and other community benefits. The City felt it necessary to create formal policies and procedures in order to ensure that the partnerships are consistent with the City's Strategic Plan and are treated with equity. Business associations, community based organizations, civic groups, and school districts have all been partners with Suisun City in the past. Some partners, although beneficial to the community, have never had a formal agreement that delineates the process, financial considerations, liability concerns, and staff resources used to manage these partnerships.

The City also recognized the need to update the special event permit application and policies to protect the City and the community. A comprehensive application and policy has been designed to help City staff acquire the necessary information from perspective event coordinators.

At the December 15, 2020 City Council meeting, the current Special Event Permit Application was adopted.

**STAFF REPORT:** It is recommended that the Special Event Application be updated by adding a new section titled Signage on page 13 of the City of Suisun City Special Event Permit Application. This section is highlighted on Attachment 2, Page 13. The newly added section reads, no signage may be attached to trees, existing signage, buildings, light poles, fencing or facilities in any manner. All ground level signs prior to and during an event must meet ADA requirements for access.

The three marketing signs listed below are owned by the City and are for exclusive use by the City of Suisun City's annual events and the Suisun City Historic Waterfront Business Improvement District events. The City and the Suisun City Historic Waterfront Business Improvement District (BID) have had a working relationship for several years. The BID is a recognized partner for their community events.

- Pennsylvania Ave. and Highway 12
- Highway 12 behind the Post Office
- Corner of Sunset Ave. and Railroad Ave.

These signs have been designated as locations to promote both BID and City events and attachment 3,

outlines the annual sign schedule that has been created in partnership between the two organizations.

**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2023—: Amending the City of Suisun City Special Event Permit Application.

# **DOCUMENTS ATTACHED:**

- 1. Resolution No. 2023-\_\_: Amending the City of Suisun City Special Event Permit Application
- 2. City of Suisun City Special Event Permit Application
- 3. Three Marketing Signs Annual Calendar

PREPARED BY:Kris Lofthus, Deputy City ManagerREVIEWED BY:Greg Folsom, City ManagerAPPROVED BY:Greg Folsom, City Manager

# **ATTACHMENTS:**

- 1 Resolution Amending Special Event Permit Application.docx
- 2 Amending Suisun City Special Event Policy and Application.docx
- 3 Three Marketing Signs Annual Calendar

# **RESOLUTION NO. 2023-**1 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AMENDING THE CITY OF SUISUN CITY SPECIAL EVENT APPLICATION 3 4 WHEREAS, It is the desire of the City Council to policy to protect city infrastructure, and 5 WHEREAS, Creating positive partnerships will allow expansion of services to the 6 community as a whole; and 7 WHEREAS, Suisun City values the current and past partners, but must establish polices, guidelines, and procedures to govern said partnerships; and 8 9 WHEREAS, the Suisun City Special Event Permit Application coordinates the services delivered by the various departments within the City of Suisun City; and 10 WHEREAS, Special Events positively affect the quality of recreational, cultural and 11 outdoor experiences by providing activities, community building, programming activation, and assists in the development or community relationships; and 12 13 NOW, THEREFORE, BE IT RESOLVED, that the City Council amend the City of Suisun City Special Event Application. 14 PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of 15 Suisun City duly held on Tuesday, the 2<sup>nd</sup> day of May 2023, by the following vote: 16 **AYES:** Councilmembers: 17 **NOES:** Councilmembers: 18 ABSENT: Councilmembers: **ABSTAIN:** Councilmembers: 19 20 **WITNESS** my hand and the seal of said City this 2<sup>nd</sup> day of May 2023. 21 22 Anita Skinner 23 City Clerk 24 25 26 27

28

# SPECIAL EVENT PERMIT APPLICATION





# WELCOME

The City of Suisun City offers a variety of outdoor facilities that are ideal for special events including community-based festivals, parades, seasonal celebrations, philanthropic events, or even large family gatherings.

Large special events often require City issued permits and have other requirements that ensure the safety of participants and minimize impacts to the surrounding neighborhoods. This application has been developed to help facilitate the planning of your special event. This application is also intended to help you understand the City's special event permitting process and the deadlines for submitting required documents.

The submission of a Special Event Permit Application does not constitute approval of your special event. The application must be submitted a minimum of 60 days prior to your event in order for the City to have adequate time to distribute the application to City Departments for their review and/or approval and to allow you to answer any questions posed by the Special Events Committee.

Uses that require equipment set-up in a park, beyond a typical picnic reservation, bounce house use, or uses that meet the following criteria require a Special Event Permit:

Area Type	Criteria
Community Parks	50 or more people participating in an organized gathering that is not a typical activity contained within a reservable area such as a picnic or athletic field use*.
Special Use Parks (i.e. Old Town Plaza, Sheldon Plaza, Courtyard at Harbor Square)	50 or more people depending on the park.  Requires staff consultation prior to submitting permit.

\*Note: Multiple fields and/or venues for the same event that use passive areas of the site location require a Special Event Permit. Special Event Permits will not be approved for events occurring on the same day as Celebrate Suisun, the Fourth of July festivities, or Christmas on the Waterfront, and other traditional City-wide events.

Payment of the special event deposit and application fee is due when the application is initially submitted. The City will review your application and either approve, conditionally approve, or deny the application within 21 days of receipt.

Special Event Permit Applications that are conditionally approved will provide the applicant with specific information of any applicable fees for required services and/or any additional conditions of use. Payment of fees for any additional services required by the City must be made before the City will issue a Special Event Permit. The applicant shall ensure the Permit is available on-site throughout the duration of the entire event.

If a Special Event Permit is denied, the applicant will receive a full refund of their deposit. The application fee is **non-refundable**. If a Special Event Permit is not issued, based upon an applicant's failure to comply with required measures within specified deadlines, the applicant forfeits the full application fee, including the deposit.

Organizations that violate any requirements included in their approved Special Event Permit will be subject to the following:

- 1st infraction \$250.00 fine
- 2<sup>nd</sup> infraction \$500.00 fine and denial of future events
- Unauthorized use of City water \$250.00 fine per event day

The cost of any damages caused by the event to City property and/or equipment will be charged to the Special Event Permit applicant/organization at a fee equal to the total cost of repair and/or replacement. Damage costs will be deducted from the deposit on file and any damage costs above the deposit amount will be billed to the applicant/organization with a payment due to the City within 14 days of date of invoice.

# *Notable requirements:*

The City does not permit or allow the use of stakes or any in-ground securement for securing fences, structures, bounce houses, etc.

In the interest of safety and to prevent confusion related to utility markings on City streets, paths, or paved surfaces, only white chalk may be used when marking routs.

All route markings are to be removed at the end of your special event including the removal of all chalk markings on City streets and property. Failure to remove route markings may result in forfeiture of part or all of the event deposit. If damages exceed the deposit amount, applicant will be billed for outstanding amount with a payment due within 30 days of invoice.

# **EVENT PLANNING CHECKLIST**

The City of Suisun City is committed to supporting quality events that are safe and enjoyable. If you have questions regarding the permitting process, please contact the Recreation, Parks, & Marina Department (RPM) at (707) 421-7200.

Below are the required forms and information that must be submitted to the City to obtain a Special Event Permit. In the Completed column, check all applicable completed items or write N/A for any items that do not apply to your event. Only complete applications can be accepted.

Requirement/Form	Required to Complete/Acknowledge	Completed
Applicant & Event Information	All Applicants	
Applicant Certification & Agreement	All Applicants	
Insurance Certification	All Applicants	
ADA Awareness & Compliance	All Applicants	
Alcoholic Management Plan	Events serving or selling alcoholic beverages.  Potential need for Open Container or ABC permit.  Contact Suisun PD (707) 421-7373	
Entertainment Related Activities	Events including musicians, performers, and/or amplified sound.  Contact Suisun PD (707) 421-7373	
Fencing	For questions about fencing or to make arrangements for an inspection, please contact Suisun Public Works Department (707) 421-7340	
Food & Product Concessions	Events involving the preparation and/or sale of food and beverage items. Potential need for Solano County Health Permit. (707) 784-8600	
Marketing/Advertising	All Applicants	
Parking Plan	May require Street Closure Application and Permit.	
Portable Restrooms	Events requiring a Site Plan and Route Map and/or all events expected to exceed 100 people in attendance.	
Safety & Security Plan	All Applicants – Provide detailed map	
Site Plan & Route Map	Events that will request street closures or will include use of streets, sidewalks, public parking lots, or vehicles in parks.	
Street Closure Approval		
Stages/Platforms/Tents/Canopies/ Temporary Structures	Requirements will vary on event location and temporary structure size.	
Vehicles in Park	Events requiring special equipment OR that will require driving a vehicle into the park. <i>Contact</i> RPM Department (707) 421-7200	
Waste Management	All Applicants	

# **APPLICANT & EVENT INFORMATION Event Name:** Estimated Attendance: Event Location: Event Date: (include days of week and dates) Event Time: Set-up time: am/pm Clean-up time: am/pm **Applicant Information** (has primary responsibility for the event): Name of Group/Organization (if applicable): \_\_\_\_\_\_ Address:\_\_\_\_\_\_State:\_\_\_\_\_Zip:\_\_\_\_\_ Daytime Phone: \_\_\_\_\_Cell Phone: \_\_\_\_\_ Fax:\_\_\_\_\_\_Email:\_\_\_\_\_Email:\_\_\_\_\_ Name of Alternate Event Contact: \_\_\_\_\_ Daytime Phone:\_\_\_\_\_Email:\_\_\_\_Email:\_\_\_\_ **Event Information** Event Type: (please check all that apply) ☐ Parade/Rally ☐ Race/Walk ☐ Fair/Festival ☐ Concert/Entertainment Performance ☐ Sports/Recreation ☐ Fundraising ☐ Wedding/Reunion ☐ Corporate Event/Training □ Other: (please explain)\_\_\_\_\_\_ Is this an annual event for you and/or your organization? ☐ Yes If yes, how many years has the event been held? If yes, where have the previous events been held? \_\_\_\_\_\_ Does the City of Suisun have a copy of your liability insurance covering the date(s) of your event? ☐ Yes ☐ No **Emergency Contact** In case of an emergency during the event, a contact person must be available throughout all hours of the event. If this person is different from the primary applicant information, please list below: Name: Daytime Telephone:\_\_\_\_\_\_Cell: \_\_\_\_\_Cell: \_\_\_\_\_ Permit Application Fee – For Office Use Only Resident (\$100) ☐ Approved Partner Organization (\$25) ☐ Non-Resident (\$200) ☐ Approved Non-Profit (\$50) must provide non-profit ID number

City of Suisun City - Special Event Permit Application

**Event Deposits** 

\$200 less than 100 people // \$500- 101 - 250 people // \$750- 251 - 500 people // \$1,000- 501 + people

# **APPLICANT CERTIFICATION & AGREEMENT**

l,	, on behalf of the group or organization I represent, certify al
informatior	requirements of the Special Event Permit Application packet have been completed. I attest the contained herein is accurate, to the best of my knowledge and belief. I further attest I have read al regulations and guidelines specified herein and which is included in this Special Event Permit packet.
l,	, on behalf of the group or organization I represent, am authorized
my organiz municipals whom I am	said organization to abide by the rules, regulations and guidelines specified herein, and that I and/or zation accepts all responsibility for any damage to City property and/or facilities, any payments for services and/or resources as have been outlined or as they may be utilized by me and the organization representing and the patrons who will be served by this Special Event. I further agree to provide the pdated contact information as needed should the information change prior to or during the Special.
	ration of the requested Special Event Permit use, and upon my signature below, I and/or my on do hereby agree to and represent the following:
0	, and/or my organization, do hereby agree to, and shall, defend, indemnify, and hold harmless the City of Suisun City, its officials, officers, directors, employees, volunteers and agents from and against any or all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description, lirectly or indirectly, arising from usage or activities for which Special Event Permits are granted.
а	and/or my organization, take full responsibility for seeing the use of said City facilities is in full adherence and compliance with all applicable City rules and conditions, and the requirements of State aw.
n c S p to	On the date(s) of
Event Use any question the process and/or requenting entire activities. Complete.	, on behalf of the group or organization I represent, understand y Departments will review and/or comment, that department staff is aware of the request for a Special Permit, and the requirements for their respective departments have been met. If a department has one and/or the requirements have not been met pursuant to the Special Event Use Permit process, sing of the permit application may be delayed. The City of Suisun City reserves the right to suggest uire additional conditions or corrective actions concerning, but not limited to, traffic and parking nt, litter control, insurance requirements, and facility scheduling to avoid conflicts with other scheduled Only after each department has signed-off will the Special Event permit process be considered
Applicant'	s Signature:Date:D

# **INSURANCE CERTIFICATION REQUIREMENT**

As a condition of use, your organization must provide, at your sole expense, proof of insurance coverage including the required Additional Endorsement within 30 days prior to the start of your event/program. Insurance coverage and the Additional Endorsement shall be subject to approval by the City of Suisun City as to form and as to insurance company.

Proof of insurance comprised of certificates of insurance and original endorsements of **comprehensive general liability insurance** written by one or more responsible insurance companies licensed to do business in California must include:

- 1. Name the City of Suisun City, its officials, officers, directors, employees, agents and volunteers as additional insured against liability for injury to persons, damage to property and for the death of a person or persons arising or resulting from any act or omission on the part of your organization, its agents oremployees.
- 2. Include liability coverage for claims made by participants of your event/program. You are advised that any and all **exclusions** pertaining to athletic or recreational events/programs must be disclosed in the endorsement and failure to do so will not necessarily insulate your organization from individual liability for claims made as a result of the use of the facilities and your event/program.
- 3. Be **PRIMARY** insurance with respect to the additional insured named above. Any other insurance available to the **City of Suisun City, its officials, officers, directors, employees, agents and volunteers shall** be excess and noncontributing.
- 4. The comprehensive general liability insurance policy limits of such insurance shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Any deductible or self-insured retentions must be identified and approved by the City. In the event the deductible is deemed to be too great, the City may require you to have your insurer eliminate the deductible or reduce it.
- 5. You must satisfy these requirements by furnishing the City with certificates of insurance and original endorsements affecting the required coverage. The certificates and endorsements are to be on ISO-approved forms. The City will <u>not</u> accept a Certificate of Insurance alone as proof of insurance coverage. The original endorsement must specifically list the following:

"The City of Suisun City, its officials, officers, directors, employees, agents, and volunteers are additional insured against liability for injury to persons, damage to property and for the death of a person or persons arising or resulting from any act or omission on the part of your organization, its agents or employees. This insurance is primary with respect to the additional insured. Any other insurance available to the City of Suisun City, its officials, officers, directors, employees, agents, and volunteers shall be excess and noncontributing."

You are strongly urged to show this Notice of Conditions (including the precise wording of these requirements) to your insurance agent or broker to assist you, your agent, and the City process the proper documents in a timelier manner.

If you are not able to obtain this insurance on your own, you may be able to purchase insurance with the assistance of the City of Suisun City RPM Department

Your signature below indicates your receipt and understandir	ng of each of the conditions listed above:	
Printed Name of Authorized Representative:	Title (if applicable):	
Signature of Authorized Representative:	Date:	
Name of Groun/Organization (ifamilicable)		

# **ACCESSIBILITY / ADACOMPLIANCE**

Event organizers are required to comply with all Federal, State, County and City ADA laws applicable to your event per the Americans with Disabilities Act (ADA). All event venues, structures, and activities shall be accessible to persons with disabilities. If a portion of your event cannot be made accessible, an alternate area must be provided with the same activities that are in an accessible area. This area must include signage indicating that it is an ADA accessible area.

You need to consider access to the following as you plan your event:

- First Aid
- Information Center
- Parking
- Paths of Travel (to and from and inside event)
- Restrooms (see "Restrooms" for requirements on page 14)
- Hand Washing Stations
- Seating
- Signage
- Drinking Fountains
- Telephones
- Transportation
- Access to vendors (food/beverage/merchandise and information)

If all areas are not accessible, directional signage or a map or program must be provided to attendees indicating the location of accessible restrooms, parking, drinking fountains, phones, etc.

Compliance with the Americans with Disabilities Act and any and all amendments to the Act shall be the sole responsibility of the applicant. The applicant agrees to defend and hold the City harmless form any expense or liability arising from the applicant's non-compliance.

For more information about the Americans with Disabilities Act and compliance at events, please visit www.ada.gov.

# **ALCOHOL MANAGEMENT PLAN**

If you are interested in serving or selling alcohol at your event you will need to obtain the appropriate licenses from the Suisun City Police Department and the California Department of Alcoholic Beverage Control (ABC) and abide by the following rules:

- All alcohol must be sold and consumed within a controlled area per Suisun City Municipal Code 21.06.010 General Rules and Regulations and 21.10.020 Special Event Beverage Control Area Diagram.
- All parks unless specifically designated are alcohol free.
- If the alcohol area is accessible to all ages, anyone wishing to purchase or consume alcohol must present a current ID, be of 21 years of age or older, must stay within the alcohol beverage containment area, and be wearing a wristband provided by the event host.
- Servers must be 21 years of age or older.
- Servers may not consume alcoholic beverages while serving.

- Shots are not permitted.
- Alcohol cups must be served in marked paper or plastic cups and be distinguishable from soda cups.
- Service must end a minimum of 30 minutes before the scheduled event end time.
- Non-alcoholic beverages, water, and food must be available at the event.

Are you requesting permission to serve alcohol at your event?  OYes ONo
Does your event involve the sale of alcoholic beverages?* ◆Yes ◆No
*If yes, an additional permit is required. You must apply for an Alcohol Beverage Control (ABC) license. To qualify for a Special Daily License, you must be an existing non-profit organization. Commercial enterprises and caterers are subject to different requirements.
Type of alcohol (check all that apply): • Beer • Wine • Distilled Spirits
Explain your sales plan (ticket system, cash at service area, etc.):
4
Explain your method of serving:
Explain who will serve the alcohol (professional bartenders, volunteers, etc.):
How many alcohol service locations will you have and where will they be located (please include on site map):
Is the event open to all ages? • Yes • No

Explain how ID's will be checked, wristbands applied and how you will monitor any underage drinking:
Do you have an alcohol sponsor? • Yes • No If yes, explain:
ENTERTAINMENT RELATED ACTIVITIES / AMPLIFIED SOUND
Amplified sound includes speeches, music or other sound projected or transmitted by electronic equipment including amplifiers, loud speakers, microphones, megaphones, similar devises or combination of devices which are powered by electricity or battery and which are intended to increase volume, range, distance or intensity of speech, music or other sound may require
Will your event include amplified sound? • Yes • No
Please note applicants are responsible for providing written notice to all affected addresses. Written notice shall be made to all residents on the form provided with the permit application (or other form approved by the Suisun City Police Department.) The complete list of addresses notified and a copy of the delivered notice shall be returned to the Suisun City Police Department no later than 14 days prior to the start of the event.
Will sound checks be conducted prior to the start time? • Yes • No <i>If yes, what time:</i>
Describe the sound equipment that will be used at your event:
Are there any musical entertainment features related toyour event? • Yes • No
*If yes, please attach a performance schedule including performers/ bands/ DJ's, types of music and performance schedule.
Does the entertainment include inflatables?   ■ Yes ■ No <i>If yes, explain</i> :

Does the entertainment include carnival rides or live animals?    ■ Yes ■ No *If yes, explain:
Does the entertainment include vehicles? • Yes • No * <i>If yes, explain:</i> Drive on Permit and Fee may be required.
FENCING
Fenced area refers to any event or area within the event that is closed off by temporary fencing. The Suisun City Fire Department will review your site map and set an occupancy load for the fenced area. When developing your fence plan, please keep in mind the following rules:
<ul> <li>The City does not permit the use of stakes of any type or other in-ground securement for fencing.</li> <li>In addition to the main entrance, 2 exits shall be provided when the venue accommodates fewer than 1,000 attendees; 3 exits for 1,000-3,000 attendees; and 4 exits when the venue accommodates more than 3,000 attendees.</li> <li>Exits shall be equally spaced along the perimeter of the fence and shall be spaced so that no exit is greater than a distance of 400 feet of travel from the next exit.</li> <li>Exit widths shall be understood to be a panel's width of temporary fencing, to provide an opening of no less than 48 inches.</li> <li>Each exit shall have a security guard or volunteer assigned to it.</li> <li>Each emergency exit shall be indicated by a sign with a white background and contrasting red letters; sign shall measure 18x24 inches, sign lettering shall measure 12 inches in height; and signs shall be placed at the top center of the exit panel.</li> <li>In some cases, a Fire Department inspection may be required to set the occupancy load and check access and exits. For questions about fencing or to make arrangements for an inspection, please Suisun Fire Department at (707) 425-9133.</li> <li>Will your event include the installation of fencing?  Yes No *If yes, indicate on the site map and explain:</li> </ul>

# FOOD & PRODUCT CONCESSIONS (VENDORS)

A "vendor" is defined as an organization or business that sells or advertises products/or services to event attendees. Generally, there are three (3) categories of vendors: 1) food/ beverage, 2) merchandise, and 3) information. A City of Suisun City Business License is required for vendors who wish to sell, expose for sale, or offer

provide you, the event organizer, with a copy of their City of Suisun City Business License and general liability insurance. Does your event include food vendors? •Yes O No How many? \*A Solano County Health Permit may be required from the Solano County Health Department. A copy of the Health Department approval must be submitted to the Special Events Coordinator at least 14 days prior to your event. Please contact the Solano County Health Department at (707) 784-8600 for more information. What method(s) will be used? (check all that apply) ●Gas ● Electric ● Charcoal ● Other \*A ground covering must be used in all cooking areas when ground covering is required by Health Department. Ground covering must be approved by Solano County Health. What is your plan for disposing of grease, charcoal and/ or waste water? Does your event include merchandise vendors? How many? OYes\* O No \*Contact the State Board of Equalization at (916) 445-2918 to determine the requirements necessary as the Event sponsor. Vendors who plan on selling products and/or services may be required to have a valid California seller's permit, and as the event sponsor, you may be required to maintain a record of each vendor's permit number. More detailed information on Special Event seller's permit requirements may be found online at the State of California Board of Equalization's web site: www.boe.ca.gov Sample forms, including Seller's Permit Applications, may be downloaded. Does your event include information vendors? • Yes O No How many? Will any items or services sold at your event present any unique liability issues? (massage, pony rides, tattooing/piercing, etc.) • Yes • No \*If yes, explain:

for sale any food/beverage or merchandise in the City of Suisun City. You should require each vendor to

A complete listing of all vendors may be required prior to the event date. The listing must include the vendor(s) business name, address, city, state, zip code, telephone number, business license number California seller's permit number.

# MARKETING / ADVERTISING / PROMOTION

Please ensure that you have conditional approval before you begin to market, advertise or promote your event. Acceptance of the Special Event Permit Application is not a guarantee of the date, location, or automatic approval of your event. Once you have conditional approval you may proceed to market, advertise or promote your event at your own risk. However, if the permit is not granted and the event is therefore cancelled you may not hold the City of Suisun City responsible or liable for any costs incurred from your marketing, advertising or promotions.

Describe how you will market, advertise or promote this event or invite attendees to the event (include event website and social networking sites if applicable; attach additional pages as needed):
Do you plan to advertise and promote your event beyond Solano County? ● Yes ● No *If yes, explain:
Do you plan to include radio or television promotions? ●Yes ●No *If yes, explain:
Do you expect a live broadcast or feed from the event? ◆Yes ◆No *If yes, explain:
Do you expect media coverage? OYes ONo *If yes, explain

# **SIGNAGE**

No signage may be attached to trees, existing signage, buildings, light poles, fencing or facilities in any manner. All ground level signs prior to and during an event must meet ADA requirements for access.

The city owns three signs for marketing events:

- Pennsylvania Ave. and Highway 12
- Highway 12 behind the Post Office
- Corner of Sunset Ave. and Railroad Ave.

These signs are for exclusive use by the City of Suisun City for their annual events and the Suisun City Historic Waterfront Business Improvement District events.

•	• • • • •	searchlights as a source of advertisement archlights) •Yes •No *If yes, explain:	? (See Municipal Code
Note: Tempora		as banners, A-frames, or other sign of-way are not permitted.	nage within the public
		PARKING PLAN	
In some cases, a parameter anticipated attend or private parking accessible parking	arking management pla lees. If a parking manago lots that will be utilized, provisions and/or speci	to consider the impact your event will have n will be required if the venue cannot acco ement plan is required, you will be required a shuttle plan, the use of carpools, public al parking requests. For example, if your ex Suisun City recommends event organizers	mmodate the number of d to identify City owned transportation, ADA vent expects to draw a
		PORTABLE RESTROOMS	
required for every of the RPM Depart	200 people attending your ment in alignment with 17) 421-7200 to help det	cilities for your event participants/attende our event. This requirement may be modif Solano County Health guidelines. Please co ermine the number of additional restroom	ied at the sole discretion ontact the RPM
must be fully ADA	•	es:Note: If only 2 portable to minimum of 10% of the total number of p	
Setup Date:	Time:	Pickup Date:Time: _	
Portable Toilet Cor	mpany Name:	Contact Information: _	

# **SAFETY & SECURITY**

You may be required to hire City of Suisun City Police Department officers, a professional security company, or a combination of both in order to obtain your Special Event Permit. The number and type of security personnel required will depend on expected attendance, location of the event, presence of alcohol, history of the event, nature of the event, street closures and the amount and type of advertising used to promote your event.

Do you anticipate having the need ● Yes • No *If no, explain why you		ou with crowd control and/or traffic control? ecurity?
If yes, what form of security will yo	ou be using? (check all that app	oly)
<ul> <li>City of Suisun City Police Officers</li> <li>Licensed professional security co</li> <li>Other:</li> </ul>	ompany	City Police Department)
Consult with the Suisun City Police Department 21 days prior to your event.	artment at (707) 421-7373 about h	iring extra-duty City of Suisun City officers no less
If using a licensed professional secu	urity company, please compl	ete the following:
Name of Company:		
Address:		
City:	State:	Zip:
Daytime Telephone:	Evening:	
City of Suisun Business License Nun		
License to carry firearms: •Yes •	No	
Have you made provisions for on-si		<b>D</b> No

# SITE PLAN, ROUTE PLAN, ROUTE MARKINGS

A scaled and complete site plan and/or route map is required to be submitted with your application. On your site plan/route map, please indicate:

- 1. An outline of the entire event venue including the names of all streets or areas that are part of the venue.
- 2. All existing structures, restrooms, and parking areas, including disabled parking with the eventsite.

- 3. Location of proposed street closures, temporary parking areas, and any temporary fencing, barriers, or barricades.
- 4. Location of all temporary structures (stages, bleachers, grandstands, other seating areas, tents, portable restrooms, booths, trash containers, dumpsters, etc.).
- 5. Location of cooking and/or food service areas; alcohol service areas; vendor areas; and any other booth areas.
- 6. Location of vendors/information booth(s)/entertainment.
- 7. Location of generators and/or source of electricity.
- 8. Placement of vehicles and trailers.
- 9. Entrance/exit locations for outdoor events that are fenced, and entrance/exit locations within tents or temporary structures.
- 10. Identification of all event components that meet Americans with Disabilities Act accessibility requirements (including, but not limited to accessible parking, passenger loading/unloading areas, restrooms, seating, and path of travel) if your event is open to the public.
- 11. A route map for parades or other moving components to the event.
- 12. Any staff/Information booths, first aid stations, etc.

# **Route Marking Policies:**

- 1. No permanent route markings may be used.
- 2. When using chalk, only white chalk may be used.
- 3. All route markings must be removed on the day of the event.
- 4. White chalk markings on any surfaces must be washed/brushed off on the day of the event.
- 5. Route markings should be placed in a manner not to block the view of traffic.
- 6. A cleaning fee will be assessed after the event for non-removal of chalk markings the day of eventor markings not authorized for use.

### STREET CLOSURE

You must contact the Suisun City Police Department at least 30 days prior to the event. Applicants will be expected to provide Suisun PD a Traffic Management Plan.

Applicants are responsible for providing and properly placing the necessary traffic control equipment such as barriers/barricades, cones, delineators, and advisory/detour signage. Street closure points must be manned at all times. In some cases, Suisun City Police Officers will be required to facilitate the closure at an additional cost to the applicant.

Applicants are responsible for providing written notice to all affected addresses. Written notice shall be made to all residents on the form provided with the permit application (or other form approved by the Suisun Police Department.) The complete list of addresses notified and a copy of the delivered notice shall be returned to the Suisun Police Department no later than 14 days prior to the start of the event.

Contact the Suisun City Police Department (707) 421-7373 for questions or more information.

# STAGES / PLATFORMS

Mobile stages are not permitted on the grass area of any Suisun City Park.
Will your event include the installation of stages or platforms? ● Yes ● No *If yes, indicate on the site map.
How many stages? What are the dimensions?
TENTS / CANOPIES / TEMPORARYSTRUCTURES  Tents larger than 200 square feet and canopies that are larger than 400 square feet must be inspected by the
Suisun City Fire Department (707) 425-9133. The City does not permit the use of any type of stakes or inground securement for tents, canopies, or temporary structures. The following California State Fire Code regulations apply to tents/canopies of this size:
<ul> <li>Must be placed at least 20 feet from any property line, building or other tent/canopy/temporary structure.</li> <li>A fire access roadway, at least 20 feet wide must be posted on the premises.</li> <li>All vehicles with an internal combustion engine must be at least 30 feet from any tent/canopy/temporary structure.</li> </ul>
<ul> <li>Tent/Canopy Material:</li> <li>All tent materials must be either fire retardant or made to be fire retardant in a Fire Department approved manor.</li> <li>Fire Extinguishers may be required by the Suisun City Fire Department.</li> <li>Proof that materials are fire retardant must be posted on the premises.</li> <li>All weeds, vegetation and combustible waste must be removed from the area occupied by the tent/temporary structure, as well as from a 30 feet area surrounding the tent/canopy/temporary structure.</li> </ul>
<ul> <li>Chair rows must be no longer than 15 seats and have 18 inches of clearance front to back.</li> <li>Aisles must be at least 44 inches wide.</li> <li>Exits:</li> <li>Exits must be evenly spaced at least every 100 feet around the perimeter.</li> <li>Exit signs must be hung when the occupancy exceeds 50 attendees.</li> </ul>
Will your event include tents or canopies? ● Yes ● No *If yes, indicate on the site map and explain:
Number of tents/canopies:
Tent/canopy size(s): (If you have multiple tents/canopies with varying sizes, indicate the number with the corresponding size):

City of Suisun City - Special Event Permit Application

VEHICLES II	I PARKS & PROMENADE
Vehicles are not authorized to drive in any grass/tithe RPM Department.	curf area or the Promenade without written approval from
Are you requesting to drive on the Promenade?	Yes • No How many vehicles?
Are you requesting to drive on Park (turf)?	Yes • No How many vehicles?
Will you need to park vehicles in the park during	vourevent? <b>○</b> Yes <b>○</b> No How many vehicles?
WASTE MAN	AGEMENT & RECYCLING
You are responsible for properly disposing of all v	vaste and garbage throughout the term of your event. ea must be returned to a clean condition. All events
receptacles at your event. Republic Services can pevent. Republic Services can also provide recyclin	roviding a sufficient number of garbage and recycling provide you with trash and organic waste dumpsters for your g carts. Applicants must contact Republic Services at (707) needed collection devices. All solid waste produced from
Will you be providing additional dumpsters? • Ye	es • No *If yes, please identify the following:
Total number of dumpsters:	Size of dumpsters:
Delivery Date:	Time:
Pickup Date:	Time:

Please explain your plan for clean-up, recycling, and waste removal during and after the event:

# Attachment 3

# 3 Marketing Signs Annual Calendar

January- Restaurant Week December 10

February- Visit Waterfront Sign Conclusion of Restaurant Week

March- Visit Waterfront Sign

April- Brew Bash March 1

May- Mother's Day Monday after Brew Bash

June- Summer / 4<sup>th</sup> of July Monday after Mother's Day

July- Summer / 4<sup>th</sup> of July

August- Summer / 4<sup>th</sup> of July

September Art, Wine, Music August 15

October- Cruisin' Suisun El Dia los Muertos Monday after Art, Wine, & Music

November- Christmas on the Waterfront November 1

December- Calendar starts again December 10, 2024

### AGENDA TRANSMITTAL

**MEETING DATE:** May 2, 2023

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2023-\_\_\_: Authorizing the City Manager to enter into a contract with Fairfield Suisun Unified School District to Provide Extended Learning Time Programming.

**FISCAL IMPACT:** No change to adopted budget but creates revenue in an amount not to exceed \$700,000.

STRATEGIC PLAN: Ensure Fiscal Solvency.

**BACKGROUND:** In February 2023, Fairfield Suisun Unified School District (FSUSD) released a request for proposal intended to select a Provider that had the background, strength, management, and expertise who could provide the District's first through sixth grade students with extended learning programming each school day until 6:00 pm. The Provider selected as a result of this process will provide the services and work cooperatively with the district staff while providing the Services. The term of the contract to provide services from August 16, 2023 – July 26, 2024. The Recreation, Parks, and Marina (RPM) Department submitted a proposal in May 2022 to provide the services requested by FSUSD.

**STAFF REPORT:** In March 2023, the Recreation, Parks, and Marina Department was notified that their submission was selected to be a service provider to FSUSD. The City of Suisun City Recreation, Parks, and Marina Department service is plan is as follows:

Suisun City RPM's expanded learning programs provide a structured environment for FSUSD students from the time the regular school day ends at their respective school until 6:00pm. During those ~3 hours, the program provides up to 45 minutes of an enrichment activity, 45 minutes of homework time, 45 minutes of a structured physical activity, and 20-30 minutes for a school district provided meal. The facilitation of meaningful, impactful activities during those timeframes is where Suisun City RPM shines.

In order to provide students at our expanded learning programs with the best possible experience, Suisun City RPM emphasizes the following:

# • Active and Engaged Learning:

Our staff plans out activities at our expanded learning programs in accordance with the 'S.A.F.E.' (Sequenced, Active, Focused, Explicit) program design referenced in the Afterschool Alliance's 'Taking a Deeper Dive into Afterschool' report published in 2014. The acronym outlines that the best activities for students in an afterschool program need to be arranged in a way where students can learn and develop skills, need to be engaging and provide hands-on opportunities, need to provide ample time and resources on instructing students and helping them to develop the appropriate skills, and need to have clear, well-defined, attainable learning objectives.

- Our activities are intended to promote youth development where they create a sense of belonging within the program and within their communities. For example, students will get the opportunity throughout the year to beautify their campus through artwork they make, to clean up their schools, and to create that sense of school and program pride. Also, students will be given options for their enrichment activities during set days. For example, they will get to be a part of different program clubs where they can learn about subjects such as art, photography, computer coding, entrepreneurship, and others so students can get an idea of their different interests, hobbies, and potential career choices.
- Students will also get opportunities for hands-on, project-based learning. They will be broken down into grade groups and participate in weekly Science, Technology, Engineering, and Math (STEM) activities based off a weekly theme. Throughout the school year they will work on their own STEM projects to present at a year-end showcase for the program.

# • Promoting Youth Voice and Leadership:

- Our expanded learning programs will conduct student and parent surveys to highlight our activities and to gather feedback on what they would like to see. From the results of those surveys, the program has implemented different clubs for students, will implement a software to give real-time updates to parents on how students are doing and for parents to directly communicate with staff, and to make various other tweaks to the program to better fit student needs.
- The first 3-5 minutes of our expanded learning programs are dedicated to allowing students to unwind and speak with their friends and with staff before beginning the structured day.
   Students are encouraged after each activity to respectfully provide feedback and are encouraged to give suggestions to staff on different projects they would like to work on.
- There is a dedicated 'club day' within our expanded learning programs, where all students can participate in different clubs that peak their interests. Also, as students are broken down into grade groups during most activities, younger students will be able to communicate their interests with staff. Older students in the program will have a role in mentoring the younger children through different job assignments at the program, and they will have staff-led workshops on real-world issues such as homelessness, current world events, social justice, and tobacco prevention.

# • Staff Development:

- All expanded learning staff will be required to meet the minimum requirements of an instructional aide for FSUSD schools to work at the program. Staff will also be required to possess an 'Adult and Pediatric First Aid/CPR/AED' certification through the American Red Cross so that they are prepared in a medical emergency. Staff have and will continue to undergo trainings from Global Kindness Initiative (GKI) that focus on Social-Emotional Learning, Common Core-aligned curriculum design, Youth Development, and Positive Behavior Intervention and Supports (PBIS) through Restorative Frameworks and Practices. These trainings from GKI, as well as other planned trainings, will help staff to promote providing a safe and nurturing environment at our expanded learning programs. Staff also develop anti-bullying curriculum with resources from PACER's National Bullying Prevention Center.
- Supervising and Coordinating staff will also attend relevant trainings and events, including

the annual Best Out of School Time (BOOST) Conference, network meetings and trainings provided by local County Offices of Education (including Solano and Alameda), fireside chats with the Expanded Learning Division of the CA Department of Education, trainings from California After School Network, statewide and regional trainings from the California Parks and Recreation Society (CPRS), and web-based seminars from the National Recreation and Park Association (NRPA) in order to stay current on the latest trends and concerns in the world of expanded learning.

# • Supporting Student Learning Based on Need:

- At each day of our expanded learning programs, there is a designated time within the day's structure for homework. During that time, staff are available to students to provide homework support. Staff actively look to ensure students utilize that timeframe and are on task if a student does not have homework, they are given an appropriate task or activity to respect those students that do.
- o An important aspect of our expanded learning program is our staff creating and maintaining relationships with parents and with teachers. This includes expanded learning staff initiating regular conversations with both parents and teachers to see how we can effectively support a student's success in the regular school day. This way, the dialogue is there if a student is struggling with homework, with issues at home, or is struggling with something personally. The relationship is built with that parent, teacher, and/or school staff so that our expanded learning staff is aware of any issues and can provide support as needed to the best of their abilities. Suisun City RPM is dedicated to working with all parties necessary so that students get the support they need to succeed.

**STAFF RECOMMENDATION:** Adopt Resolution No. 2023: \_\_\_ Authorizing the City Manager to into a contract with Fairfield Suisun Unified School District to Provide Extended Learning Time Programming.

# **DOCUMENTS ATTACHED:**

- 1. Resolution No. 2023-\_\_\_\_: Authorizing the City Manager to into a contract with Fairfield Suisun Unified School District to Provide Extended Learning Time Programming.
- 2. Fairfield Suisun Unified School District Agreement.
- 3. Notice of Award.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Kris Lofthus, Deputy City Manager Greg Folsom, City Manager Greg Folsom, City Manager

# **ATTACHMENTS:**

- 1 A Resolution to enter into a contract with Fairfield Suisun Unified School District to Provide Extended Learning Time Programming..docx
- 2 Fairfield Suisun Unified School District Agreement.pdf
- 3 Notice of Award.pdf

# **RESOLUTION NO. 2023-**

1	ALES SEE TISTATION TO SEE		
2	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A		
3	CONTRACT WITH FAIRFIELD SUISUN UNIFIED SCHOOL DISTRICT TO		
4	PROVIDE EXTENDED LEARNING TIME PROGRAMMING		
5	WHEREAS, Fairfield Suisun Unified School District (FSUSD) released an RFP to select a provider of extended learning time; and		
6	select a provider of extended rearming time, and		
7	WHEREAS, Suisun City Recreation, Parks and Marina Department (RPM) submitted a proposal to FSUSD and were ultimately selected to be service provider; and		
8	WHEREAS, RPM has been and will continue to be a dedicated provider of extended		
9	learning programming to the community in partnership with FSUSD; and.		
10	WHEREAS, RPM provides the youth in the community with opportunity for		
11	homework assistance, enrichment activities, nutrition, STEM activities, exercise, leadership,		
12	and a safe environment in which to spend their out of school time; and		
13	WHEREAS, RPM is dedicated to continuing development of theirs staff by providing ongoing training so that they continue to learn and grow and provide better services to program		
14	participants; and		
15	NOW, THEREFORE, BE IT RESOLVED, The City Council authorizes the City		
16	The state of the s		
17	PASSED AND ADOPTED at a Decaylor Meeting of the City Council of the City of Spigure		
18	PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 2nd day of May 2023, by the following vote:		
19			
20	AYES: Council Members: Council Members:		
21	ABSENT: Council Members: ABSTAIN: Council Members:		
22	ABSTAIN. Council Memocis.		
23	WITNESS my hand and the seal of said City this 2nd day of May 2023.		
24			
25	A '- 01'		
26	Anita Skinner City Clerk		
27			
28			



# **FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT**

2490 Hilborn Road • Fairfield, California 94534 • Telephone (707) 399-5000 FAX: (707) 399-5151 • <u>www.fsusd.org</u>

# Independent Contractor Agreement for Professional Services (Non-Construction Related)

THIS	S INDEPENDENT CONTRACTOR AGREEMENT is	made and entered into on	, 2023 ("Agreement"), b	y and
bet	ween Fairfield-Suisun Unified School District ("	'District") and <b>City of Suisun City</b> ("Consu	lltant"). Consultant and District m	nay be
refe	erred to herein individually as a "Party" or collec	tively as the "Parties."		
		,		
1.	Services. The District is authorized by Gov. Coo advice in financial, economic, accounting, engir experienced and competent to perform the sp services ("Services" or "Work"). The Consultan perform the Services.  As indicated in Exh	neering, legal or administrative matters, if secial services required. The Consultant s t warrants that it is specially trained, licen	those persons are specially traine that furnish to the District the follow	ed and lowing
2.	Price & Payment. The Consultant shall furnish	the Services to the District for the followir	ng compensation ("Agreement Pric	ce"):
	Consultant is providing services for a total	flat fee of: \$	; or	
	Consultant will provide a maximum numbe	er of hours of service at a rate of \$	per hour	
	for a total not to exceed \$		; or	
	Other: Total Contract cost not to exceed	\$700,000.00		
4.	Consultant's form of invoice, which must be speriod of Services, number of hours of Services,  Agreement Time. The Services shall commence  Submittal of Documents. The Consultant shall submitted the following documents as indicated.	, brief description of Services provided).  on <u>August 16, 2023</u> , and shall be completed.  all not commence the Services under the	ed by <u>J<b>uly 26, 2024</b></u> ("Agreement Ti	ime").
	Signed Agreement X Insurance	ce Certificates & Endorsements	W-9 Form	
	Per Education Code Sections 45100-4513	9/88000-88040 defines what constitutes	the classified service.	
5.	employer/employee relationship when s	7400-87488 defines certificated service. state law mandates such a relationship. Aublic Employees Retirement System or Ca	Are you currently, or have alifornia State Teachers	either
	personally delivered (effective upon receipt) or deposit thereof with the overnight delivery serv	sent by overnight delivery service (effect		
	DISTRICT Fairfield-Suisun Unified School District 2490 Hilborn Road Fairfield, CA 94534 Attn: Melissa Iriarte, Director Purchasing & Contract Services	CONSULTANT City of Suisun City 701 Civic Center Blvd. Suisun City, CA 94585 Attn: Kris Lofthus, Deputy City Manager	r	

Fingerprinting / Criminal Background / Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are <u>not</u> listed on California's "Megan's Law" Website ( <a href="http://www.meganslaw.ca.gov/">http://www.meganslaw.ca.gov/</a> ). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District. Accordingly, one of the following boxes <u>must</u> be checked:
Consultant certifies that Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Consultant nor any of Consultant's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Consultant shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.
[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Neither Consultant nor Consultant's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Consultant for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
District Representative's Name & Initials: Melissa Iriarte INITIAL HERE: MI
[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant's services pursuant to this Agreement are provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Consultant and/or Consultant's Employees so that Consultant and/or Consultant's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
District Representative's Name & Initials: INITIAL HERE:
[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Consultant has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
District Representative's Name & Initials: INITIAL HERE:
Tuberculosis (TB) Screening. Check one of the following boxes:
For each person, the District requires a statement of TB Clearance on file with the District.
Waiver of TB Screening. Consultant is not required to provide evidence of TB Clearance because Consultant will not work directly with students on more than an occasional basis.
INITIAL HERE: (Consultant initials)
Health & Safety. Consultant must comply with the policies, safety protocols and practices established by the District, the Health Officer of the County of Solano, the state of California, and OSHA and Cal-OSHA related to required health monitoring, cleaning

6.

7.

8.

and sanitization practices, physical distancing requirements, face coverings, use of personal protective equipment, site safety protocols, community infectious disease spread reduction plan, and communication matters (collectively "Health & Safety

Policies") in effect as of the date of this Agreement and as may be revised during the performance of Work. Consultant must always review and implement the Health & Safety Policies in its performance of Work, including the work of Consultant's employees, sub-consultants, subcontractors, and agents (collectively "Applicable Worker(s)").

Consultant's Applicable Workers will not be allowed to enter the District's school site if they have a fever, cough or other COVID-19 or infectious disease symptom(s). Consultant agrees to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. Consultant also acknowledges and hereby certifies that Consultant will require any Applicable Worker comply with the requirements of the Health & Safety Policies on the District's school site, including, but not limited to the requirements of **Exhibit "A"**, when applicable.

9. **Insurance:** Consultant shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Consultant's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Consultant, subcontractor, or agent has been obtained.

Insurance <b>NOT</b> required of Consultant if correspon	nding box initialed by District representative	$\downarrow$
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate	
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate	
Workers Compensation	Statutory limits pursuant to State law	
Employers' Liability	\$1,000,000	
<b>Professional Liability (E&amp;O)</b> , if Consultant is providing professional services or advice (on a claims-made form)	\$1,000,000	

**ACCEPTED AND AGREED** on the date indicated below. By signing this Agreement, the Consultant has read and agrees to comply with the Terms & Conditions attached hereto. Each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement.

Fairfield-Suisun Unified School District	Consultant: City of Sulsun City
Dated:,	2023 Dated:, 2023
Signature:	Signature:
Print Name:Laneia Grindle	Print Name:
Print Title: Asst. Supt. of Bus. Svcs.	Print Title:
Approved as to Form:	Information regarding Vendor:
Dated:, 20	
Signature:	Sole Proprietorship Partnership
Print Name: Melissa Iriarte	Limited Partnership Corporation Limited Liability Company
Print Title: <u>Director, Purchasing, Warehouse, &amp; Con</u>	

# TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

- Expenses. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work.
- 2. **Materials**. Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
- 3. Independent Contractor. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

### 4. Standard of Care.

- 4.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- 4.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 4.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
- 4.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
- 5. **Originality of Services**. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and

video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

6. **Copyright/Trademark/Patent**. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

### 7. Termination.

- 7.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 7.2. Without Cause by Consultant. Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 7.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - 7.3.1. Material violation of this Agreement by the Consultant; or
  - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage; or
  - 7.3.3. Consultant is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.
- 7.4. Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the

District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 7.5. Termination for Non-Appropriation of Funds. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Consultant will only be entitled to payment for deliverables that have been satisfactorily completed as of the termination date.
- 7.6. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.
- 8. **Indemnification**. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.
- 9. **Release.** Consultant acknowledges that it is voluntarily and freely entering into this Agreement and deciding to perform the Work which may require Consultant to enter upon and into District's school sites and premises ("Premises") and that Consultant's use of the Premises includes the possible exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID19 (collectively "Infectious Disease"). Consultant further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Consultant hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind

whatsoever that Consultant, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, subcontractors and any other person tracing exposure or illness to Consultant, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while on the Premises for the performance of the Work.

### 10. Student Records.

- Confidentiality. The District, in its sole and 10.1. absolute discretion, may choose to provide Consultant and Consultant's agents and employees ("Personnel") with access to records that are protected from disclosure by various laws ("Confidential Information"), or may have previously chosen to do so, provided that access may lawfully be given under applicable law. The District, in its sole and absolute discretion, may, for example, choose to provide Consultant with access to records that are protected from disclosure by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and 34 C.F.R. part 99 ("FERPA Regulations"), if Consultant has a legitimate educational interest pursuant to 34 C.F.R. § 99.31(a)(1)(i)(A). In the event that the District, in its sole and absolute discretion, permits Consultant access to Confidential Information, Consultant and its Personnel shall hold the Confidential Information in trust for the District's benefit, and shall. in addition to any other obligation imposed by this Agreement or law, utilize the utmost care at all times to adopt and follow practices and procedures to prevent the unauthorized disclosure of Confidential Information.
- 10.2. Nondisclosure. Should District, in its sole and absolute discretion, choose to permit Consultant and its Personnel access to Confidential Information, or has already done so, Consultant acknowledges and agrees that Consultant and its Personnel shall use the Confidential Information solely in connection with performance by Consultant of the Services provided to the District, and shall not use the Confidential Information for any other purpose without the prior written consent of the District. Consultant acknowledges and agrees that Consultant will not disclose Confidential Information to any other person or entity without the prior consent of the parent or eligible student, except that Consultant's Personnel may use the Confidential Information, but only for the purposes for which the disclosure was made. In no event shall Consultant or its Personnel disclose or permit the disclosure of Confidential Information or any files, compilation, study, report, analysis, or any other work derived from or influenced by the Confidential Information ("Derivative Product") to any person that is not a Party to this Agreement without the prior written consent of District. Consultant shall not distribute, disclose, or disseminate any Confidential Information to any person, except that Consultant may disclose

Confidential Information to its Personnel if necessary to perform the Personnel's function. Disclosure to Consultant's Personnel shall be limited to Confidential Information that is necessary to perform Personnel's Services and related to the legitimate educational interest for which the Confidential Information was disclosed.

- 10.3. Subpoenas Judicial and Orders. Notwithstanding any other term of this Agreement, Consultant may disclose Confidential Information received from District when required to do so by law, judicial body, or government agency, provided that it complies with applicable law. However, if Consultant or its Personnel are served with any subpoena, court order, or other legal process seeking disclosure of Confidential Information, Consultant shall provide District notice of the subpoena, court order, or other legal process within forty-eight (48) hours of receipt or upon a shorter time frame as necessary so that District may exercise any applicable legal rights and remedies. In no event shall Consultant or its Personnel voluntarily disclose Confidential Information without a subpoena, court order, or other legal process unless and until Consultant has given all required notices to the District, parent, and/or eligible student. Consultant agrees and acknowledges that a violation of this paragraph by Consultant shall be a material breach of this Agreement.
- 10.4. **Breach.** If Confidential Information in the possession of Consultant is accessed without authorization, or if a system maintained by Consultant containing Confidential Information is breached, Consultant shall notify the District in writing without delay. Consultant shall be solely responsible for compliance with any legally required notifications resulting from the breach, including notifications to affected persons, and Consultant shall reimburse the District for the reasonable cost of any notification the District, in its sole discretion, deems appropriate, regardless of whether such notification is mandated by law.
- 11. **Assignment**. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
- 12. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising

therefrom.

- 13. **Permits/Licenses**. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
- 14. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 15. **Employment with Public Agency**. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 16. Anti-Discrimination. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
- 17. Workers' Compensation. Consultant shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Consultant shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.
- 18. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
- 19. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any manner which is permissible under the law.

The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance and announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

- 20. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 21. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
- 22. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 23. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 24. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
- 25. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be

- deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 26. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 27. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 28. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, contractors, or subcontractors are to smoke or use drugs or alcohol on District sites.
- 29. Conflict of Interest. Consultant shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Consultant shall not hire any officer or employee of District to perform any service by this Agreement. Consultant affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Consultant's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Consultant acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Consultant receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Consultant agrees it shall notify District of this information.
- 30. Agreement Contingent on Governing Board Approval. The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Consultant absent formal approval.

# **EXHIBIT "A"**

The undersigned does hereby certify to the Governing Board of the District	t as follows:
am an authorized representative of	("Contractor") entering into this
Agreement with the District and I am familiar with the facts herein certified	d, and am authorized and qualified to execute
this certificate on behalf of Contractor. Contractor further certifies that it h	nas reviewed and will comply with the Order
issued by the State of California, Health and Human Services Agency, State	Public Health Officer dated August 11, 2021
("Order").	

Contractor shall submit the documentation required in Attachment A to the District verifying that all of its employees, subcontractors, and employees of subcontractors (collectively "Applicable Worker(s)") who will be working in <a href="mailto:any">any</a> capacity on District school sites have received either the complete COVID-19 vaccination (not less than two weeks prior to the commencement of services) or submit a negative COVID-19 test result taken within the previous 72 hours prior to the scheduled service day(s).

- 1. **COVID-19 Vaccination Status:** Contractor is required to ensure that all Applicable Workers who will be working in <u>any</u> capacity on District school sites have been either:
  - a. Fully vaccinated for COVID-19; or
  - b. Tested at least once weekly.
    - i. **COVID-19 Testing:** Testing shall be compliant with the Order which must be either:
      - 1. Polymerase Chain Reaction (PCR)
      - 2. Antigen test
    - ii. Laboratory confirmed results and which has FDA Emergency Use Authorization (EUA) must be provided.
- 2. **Proof of Vaccination/Testing**: Contractor shall require proof of vaccination or weekly testing results that complies with Section II.A. 1-6 of the Order. Contractor must maintain all such records in compliance with the Order.

If Contractor does not know the vaccination status of an Applicable Worker, or if an Applicable Worker is only partially vaccinated, then Contractor must consider the Applicable Worker to be unvaccinated and comply with the weekly testing requirements above.

Any Worker who does not fulfill these requirements will be declared ineligible to provide service on any District school site until they submit the proper documentation.

Contractor's responsibility for COVID-19 compliance and record keeping extends to all Applicable Workers who perform services in any capacity on a school site, including but not limited to those who come into contact with District students and employees, regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor herby certifies that Contractor has verified that all of Applicable Workers who will be working in any capacity on District school sites have been either: 1) fully vaccinated for COVID-19 or 2) submitted a negative COVID-19 test result taken within the previous 72 hours prior to the scheduled service day(s).

Employee Last Name	Employee First Name	Employee Position

#### **EXHIBIT "B"**

#### **Scope of Work or Services**

As responded to in RFQ-P #2168-24 After School Expanded Learning Programs, City of Suisun City will provide the District's Transitional Kindergarten (TK) to 6th grade students with potential 7th and 8th grade students with extended learning programming each school day until 6:00 pm and 30 additional days outside of the school year beginning the 2023- 2024 school year. The District reserves the right to commence service during Summer School of the 2022-2023 school year:

#### **Identification Process:**

- District to identify students who will be eligible to receive services in partnership with Providers
  - Eligible students will be given priority in the following criteria
    - 1. Foster/Unhoused
    - 2. Socially economically disadvantaged
    - 3. English Learners
  - o Priority will be given to TK-6th grade students for enrollment

#### Days of Service

- Approximately 30 days of services outside of the school year must be provided with a minimum of 9 hours per day, Monday through Friday
  - Example: July 1-28, 2023 [19 days] (existing Vendors) & June 12-30, 2024 (14 days), July 1-26, 2024 (19 days)

#### Requirements:

- Adherence to COVID safety requirements
- The Contractor shall comply, at its own expense, that all Contractor employees, subcontractor(s), and/or its agents, providing services under this contract shall complete and submit District Livescan documentation and TB clearance to the Fairfield-Suisun Unified School District Human Resources Department.
- Maintain regular attendance accounting
- Maintain ongoing collaboration/consultation with District to evaluate program effectiveness
- Plan/process to support student learning based on need, in partnership with the District Coordinator and/or schools served
- At a minimum service to be provided during the school calendar year until 6:00 p.m. on each school day
- Staff must meet the minimum paraprofessional qualifications for Fairfield-Suisun Unified School District. Per AR 4222, paraprofessionals must demonstrate proficiency in reading, writing, and mathematics skills up to or exceeding that required for local high school seniors.
- Staff Supervision Staff to Child ratio of 10:1 for TK/K and 20:1 for grades 1-6
- Adequate safe space Services located at school site and/or location in close proximity to site(s) served
  o Spanish speaking staff preferred
- Access to appropriate technology, including internet connection and/or hotspot provided by vendor
- Includes regular homework and tutoring opportunities/ services
- Plan/process to support opportunities for student to engage in activities designed to develop youth voice and leadership
- Includes mentorship opportunities and components of Social-Emotional Learning
- Includes enrichment activities consisting of the following but not limited to: Arts; Music; STEM; STEAM; Sports; Outdoor experiences
- Access to a nutritious meals and snacks provided by vendor

#### Data Requirements:

- 1. Attendance- Include date and times students were in program, first and last name, grade, site
- 2. Parent Orientation by vendor before school year in English and Spanish
- 3. Program walkthroughs and check ins with District and Vendor(s) periodically
- 4. District will share list of eligible students with vendor
  - 1. Vendor must complete registration to in English and Spanish
  - 2. Vendor registration must be on their platform must be prior approved

#### Invoicing Requirements must include but are not limited to the following:

- 1. Must include number of students serviced
- 2. Days/hours serviced
- 3. Pricing per students
- 4. Submitted as services are rendered within 30 days

Consultant to provide services as followed:

		Regular Scl	nool Year (Aug	gust 16, 2023 - June 7, 2024)	
Site	Months Per School	Monthly Cost	Total Students	Max. # of Students	Total Amount
Crescent Elementary	10	\$ 250.00	100	100 - 1st - 5th grade students	\$ 250,000.00
Dan O Root Academy	10	\$ 250.00	80	80 - 1st - 6th grade students	\$ 200,000.00
Suisun Elementary	10	\$ 250.00	100	100 - 1st - 5th grade students	\$ 250,000.00

Regular School Total Cost

\$ 700,000.00

**Total Contract Cost** 

\$ 700,000.00

All related contract correspondence must reference the applicable contract #2168-24. All invoices must reference the applicable purchase order number. Payment terms are net 30 days after the receipt of each invoice as services are rendered.

Contract cost not to exceed \$700,000.00



#### Fairfield-Suisun Unified School District

#### **Purchasing, Warehouse, & Contracts**

2490 Hilborn Road • Fairfield, California 94534 • Telephone (707) 399-5144 FAX: (707) 399-5151 • www.fsusd.org

"Fairfield-Suisun Unified School District is a premier learning community that empowers each student to thrive in an ever changing world."

#### **NOTICE OF AWARD**

#### **Governing Board**

David C Isom President

Craig Wilson Vice President

Helen Tilley Clerk

Jack Flynn Judi Honeychurch Ana Petero Bethany Smith To: City of Suisun City 701 Civic Center Blvd. Suisun City, CA 94585

You are hereby notified that, at its regular meeting on March 16, 2023, the Governing Board of the Fairfield-Suisun Unified School District has awarded to your company RFQ-P #2168-24 After School Expanded Learning Programs, based on the proposal you submitted this solicitation.

This Award Notice, Agreement and required certificate of insurance with endorsement must be furnished to the Purchasing Department of the Fairfield-Suisun Unified School District within seven (7) days of this notice.

Please return an acknowledged copy of this Notice of Award to our office.

Date: 03-29-2023

Melissa Iriarte

Director of Purchasing, Warehouse, and Contracts

#### Superintendent

Kris Corey

INSTRUCTIONS: RETURN ACKNOWLEDGED "NOTICE OF AWARD", "AGREEMENT" AND INSURANCE DOCUMENTS BY EMAIL TO Melissa Iriarte at Melissair@fsusd.org

Receipt of this Notice of Award is hereby acknowled	dged by:
Name	
Signature	Date

"In a safe, welcoming, and supportive learning environment, we provide innovative educational opportunities to develop resilient students who are inspired to succeed"

#### AGENDA TRANSMITTAL

**MEETING DATE:** May 2, 2023

CITY AGENDA ITEM: 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 April 4, 2023, April 5, 2023, April 18, 2023 and April 25, 2023.

FISCAL IMPACT: None

STRATEGIC PLAN: Provide Good Governance.

**BACKGROUND:** Pursuant to Government Code 40801, the City Clerk shall keep an accurate record of the proceedings of the City Council meetings. City Council minutes are prepared in a manner consistent with the intent of the Government Code. Minutes provide a record of when and where the meeting took place, type of meeting, and report any action taken, including the vote of each member of the City Council.

**STAFF REPORT:** The minutes of the City Council, Suisun City Council Acting as Successor Agency, and Housing Authority meetings held on April 4, 2023, April 5, 2023, April 18, 2023 and April 25, 2023.3 are submitted for review and approval.

**STAFF RECOMMENDATION:** 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 April 4, 2023, April 5, 2023, April 18, 2023, and April 25, 2023.

#### **DOCUMENTS ATTACHED:**

- 1. Minutes April 4, 2023 Special Closed Session Meeting.
- 2. Minutes April 5, 2023 Special Closed Session Meeting.
- 3. Minutes April 5, 2023 Homelessness Forum.
- 4. Minutes April 18, 2023 Special Closed Session Meeting.
- 5. Minutes April 18, 2023 Regular Meeting.
- 6. Minutes April 25, 2023 Special Closed Session Meeting.

PREPARED BY:

Anita Skinner, City Clerk

**REVIEWED BY:** 

Greg Folsom, City Manager

**APPROVED BY:** 

Greg Folsom, City Manager

#### **ATTACHMENTS:**

- 1 Minutes April 4, 2023 Special Closed Session Meeting 5 pm.docx
- 2 Minutes April 5, 2023 Special Meeting 545 pm.docx
- 3 Minutes April 5, 2023 Homelessness Forum.docx
- 4 Minutes April 18, 2023 Special Closed Session Meeting 5 pm.docx
- 5 Minutes April 25, 2023 Special Closed Session Meeting 5 pm.docx

6 Minutes - April 18, 2023 Regular Meeting 630 pm.docx

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Amit Pal, Member



# MINUTES SPECIAL MEETING OF THE SUISUN CITY COUNCIL TUESDAY, APRIL 4, 2023 5:00 PM

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

CITY COUNCIL MEETINGS ARE HELD IN-PERSON PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: **879 8936 6494**CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720

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

#### **ROLL CALL**

Mayor Hernandez called the meeting to order at 5:00pm with the following Council Members present: AYES: Dawson, Hernandez, Pal, Washington

#### CONFLICT OF INTEREST NOTIFICATION

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

Council Member Pal has a conflict with Item #1.

#### **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 will hold a Closed Session for the Purpose of:

#### City Council

#### 1 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(c), (d)(1)

Name of case: Boardman v. City of Suisun City, et al - Superior Court Case # FCS057764

#### 2 CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

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

SCPOA (Suisun City Police Officers Association);

SCPFA IAFF (Suisun City Professional Firefighters' Association);

Temporary/Part-Time Employees.

#### **CONVENE OPEN SESSION**

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

#### **ADJOURNMENT**

The	re being no	further	business	the meeting	was ad	iourned a	t 6:21r	m.

Anita	Skinner,	City Clerk

3

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Amit Pal, Member



# MINUTES SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY WEDNESDAY, APRIL 5, 2023 5:45 PM

#### Joseph A. Nelson Center - 611 Village Drive - Suisun City, California 94585

(Next Ord. No. – 799) (Next City Council Res. No. 2023 – 32)

Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 01)

(Next Housing Authority Res. No. HA2023 - 02)

#### ROLL CALL

Mayor Hernandez called the meeting to order at 5:49pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Pal, Washington

ABSENT: None

### **CONFLICT OF INTEREST NOTIFICATION** Council Member Washington has conflict with Consent Calendar Item 1.

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

#### **COUNCIL COMMENTS** None

#### **CONSENT CALENDAR**

Approve of Additional National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS by ratifying the following: - (City Attorney).

- Adopt a Resolution Authorizing The City Of Suisun City To Enter Into The Master Settlement Agreements With CVS, Allergan, Teva, Walmart, And Walgreens (Including The Related Participation Agreements); Agree To The Terms Of The Related State-Subdivision Agreements And Authorize Entry Into The Related State-Subdivision Allocation Agreements With The Attorney General; And Authorizing The City Manager To Carry Out Further Related Acts
- 2. City Manager's approval Settlement Agreements and Participation Forms for the City's participation in the National Opioid Settlement Agreements with Teva, Allergan, Walmart, Walgreens, and CVS.
- 3. City Manager's approval of the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the National Opioid Settlement Agreements with Teva, Allergan, Walmart, Walgreens, and CVS.

City Attorney Gerli presented the item.

Motion by Council Member Dawson to approve Consent Calendar and seconded by Council Member Pal. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal

**NOES:** None

**ABSENT: Washington** 

#### **ADJOURNMENT**

There being no further business the meeting was adjourned at 5:51pm.

Anita	Skinner,	City Clerk	

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Amit Pal, Member



# MINUTES SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY WEDNESDAY, APRIL 5, 2023 6:00 PM

#### JOSEPH A. NELSON CENTER - 611 VILLAGE DR. - SUISUN CITY, CALIFORNIA 94585

#### **Suisun City Homelessness Forum**

#### **ROLL CALL**

Councilmembers:

Dawson, Pal Washington, Mayor Hernandez

Pledge of Allegiance:

Invocation:

Mayor Hernandez

#### 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.)

#### 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.)

#### **COUNCIL COMMENTS:**

Mayor Hernandez introduced newly appointed Councilmember Marlon Osum.

#### **GENERAL BUSINESS**

#### 1 Homelessness Forum

Introduction, Discussion of Resources and next Steps - (Hernandez: ahernandez@suisun.com).

Mayor Hernandez provided an overview and introduced Meeting Facilitator Nolan Sullivan, Former City of Vacaville Councilmember and Director of Human Services with Yolo County.

Nolan Sullivan from Yolo Co. moderated

Presentations were given by representative of organizations who provide services to the homeless, including.

Brad Lopez, Suisun City Fire Chief
Aaron Roth, Suisun City Police Chief
Greg Folsom, City Manager
Kelly
DeAndre Richard from Caminar
Kari Rader from CanB
Emily Johnson from Solano Co. Behavioral Health
Shayne Kaleo from Shelter Inc.

Following the presentation there was a Q & A. It was noted questions submitted and not answered publicly would be answered on line.

Mayor Hernandez commented there would be future round table discussions with dates to be announced. She thanked the agency representatives, staff and all those in attendance.

#### **ADJOURNMENT**

There being no further business the meeting adjourned at 8:51pm.	
Anita Skinner, City Clerk	

2

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



#### **MINUTES**

# SPECIAL MEETING OF THE SUISUN CITY COUNCIL, SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, AND HOUSING AUTHORITY TUESDAY, APRIL 18, 2023 5:00 PM

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

CITY COUNCIL MEETINGS ARE HELD IN-PERSON PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

ZOOM MEETING INFORMATION: WEBSITE: https://zoom.us/join MEETING ID: 813 8532 8248 CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@SUISUN.COM (PRIOR TO 4 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720

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

#### **ROLL CALL**

Mayor Hernandez called the meeting to order at 5:00pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

#### **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.)

#### **PUBLIC COMMENT** None

(Request by citizens to discuss <u>any</u> 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:

Joint City Council / Housing Authority

#### 1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8 Real Property Identified by APN's 0030-295-030, 0032-230-290, 0032-230-310, 0032-230-370, located at Highway 12 on the Intersection of Marina Boulevard.

Negotiating Party: City Manager Subject: Price and Terms of Payment

Parties Negotiating With: To Be Determined

Suisun City Council Acting as Successor Agency

#### 2 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

Property Under Negotiation: Assessor's Parcel Numbers: APN: 0032-200-330, located at 1240 Kellogg Street.

Negotiating Party: City Manager Parties Negotiating: Larson Marine Under Negotiations: Terms and payment

#### City Council

#### 3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8 Real Property Identified by APN 0173-010-230, located at 318 Merganser Drive.

Negotiating Party: City Manager Subject: Price and Terms of Payment

Parties Negotiating With: To Be Determined

#### 4 CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

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

SCPOA (Suisun City Police Officers Association);

SCPFA IAFF (Suisun City Professional Firefighters'

Association); Temporary/Part-Time Employees.

Council entered into Closed Session at 5:03pm.

There were no reports.
ADJOURNMENT There being no further business the meeting was adjourned at 6:52pm.
Anita Skinner, City Clerk

**CONVENE OPEN SESSION** 

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



#### **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, APRIL 18, 2023 6:30 PM

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

CITY COUNCIL MEETINGS ARE HELD IN-PERSON PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

#### **ZOOM MEETING INFORMATION:**

WEBSITE: https://zoom.us/join MEETING ID: **831 9801 2871** CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720

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

(Next Ord. No. - 799)

(Next City Council Res. No. 2023 – 39)

Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 03)

(Next Housing Authority Res. No. HA2023 – 02)

#### **ROLL CALL**

Mayor Hernandez called the meeting to order at 7:03 pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Pal, Washington

ABSENT: None

Pledge of Allegiance was led by Council Member Dawson

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 Council members / Board members should be identified at this time)

#### **SPECIAL BUSINESS**

Presentation of Certificate of Appointment and Administer Oath of Office to Newly Appointed Councilmember Marlon L. Osum.

Clerk Skinner administered the Oath of Office.

Council Member Osum thanked everyone and with pride and humility accepted his new post.

Council members congratulated Council Member Osum and look forward to working with him.

Council took a brief celebratory recess.

Council reconvened at 7:34pm.

#### ROLL CALL OF NEWLY SEATED COUNCIL/BOARD MEMBERS

PRESENT: Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

#### **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.)

- 2 City Manager Update (Folsom: gfolsom@suisun.com).
  - A reminder if you are digging to please call 811 first.
  - Saturday, April 22<sup>nd</sup> Rotary Brew Bash at the north basin.

#### PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 3.a Mayoral and Councilmember Appointments of Commissions and Committees (Hernandez: ahernandez@suisun.com).
  - 1. Approval of Appointments to the Environment & Climate Community Advisory Committee.

Motion by Mayor Hernandez to continue to serve and seconded by Council Member Dawson. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None ABSENT: None

- 2. Approval of Appointments to the Public Safety & Emergency Management Community Advisory Committee.
- 3. Approval of Appointments to the General Tax Oversight Committee.

Items 3a (2 & 3) will be moved to May 2 meeting.

- 3.b Councilmember Appointments of Commissions and Committees
  - 1. Approval of Appointments to the Environment & Climate Community Advisory Committee.

Council Member Pal moved to reappoint Nora Flynn and seconded by Mayor Hernandez. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None ABSENT: None

#### **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.)

Steve Olry congratulated newly seated members; spoke on newspaper article regarding state housing deadlines; city financial situation; insufficient funding for specific departments, dredging, increased spending.

Mayor Hernandez clarified housing element approved at previous meeting and spoke on the dredging.

Michelle Zunino spoke on working out of class without recognition and pay.

Dr. Tom Alder spoke on potential law suits against the council.

George Guynn spoke about a water leak that was not fixed; roof of the building is past its prime, money spent on other things and no street repairs; law suits, needs to be some drastic changes made, restructure some of the senior management salaries to survive.

Michelle Chavez thanked council for the homeless workshop; thanked Police dispatch and Code Enforcement for tagging vehicles; concerns about police staffing and how the city will make sure we have enough; who is responsible for keeping Pickering property clean; welcomed Council Member Osum.

Robert Terrace commented that the homeless has escalated in the area behind Blossom Meadows at the corner of Sunset and Railroad; possibly blocked off area to keep vehicles from driving onto it.

Donna LeBlanc spoke on Adopt a Neighborhood work that was done at Village and Snow drive; thanked volunteers; Saturday, 4/22 Earth Day, three events, additional information at cleanupsolano.org; May 6 is Cinco de Mayo car show 10-4 at the Waterfront; thank you to Black Bear diner for hosting news events and supporting local youth; thank you to Princess Washington in assuring us a new Wells Fargo ATM is coming.

#### **COUNCIL COMMENTS**

4 Council/Board Member Updates.

Council Member Dawson thank you to the Police and Public Works departments for the cleanup at the water tower; encouraged the public to continue to report situations so staff can stay on top of things.

Council Member Pal commented that council, on a weekly basis do meet with the city manager and senior staff and the agenda is a collaboration.

Council Member Osum thanked everyone that came tonight to congratulate him; and thanked Mr. Folsom for providing information to help him with his new position.

Vice Mayor Washington thanked the Rotary for bringing the Brew Bash event back; attended the Labor Council dinner; thanked residents for reaching out with their concerns and staff for their response in a timely manner.

Mayor Hernandez commented on the learning session with Police Chief on better understanding of the homeless situation; thanked police and marina staff for removing boats; Earth day Art Walk this Saturday, thanked Nora Flynn and Jake Gunkleman for supplies; attended the Wild Fire Expo; True Symmetry is celebrating their 5 yr anniversary Saturday; attended the City Leader summit last week and will share resource information received; Vice Mayor Washington was her alternate and attend the Solano Transportation Authority board meeting; attended the Solano County Water Agency board meeting and info will be shared with council.

#### **CONSENT CALENDAR**

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

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

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 March 28, 2023 – (Skinner: clerk@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

6 Council/Agency Approval of March 2023 Payroll Warrants in the Amount of \$629,800.78 and Council/Agency Approval of the March 2023 Accounts Payable Warrants in the Amount of \$967,887.52 - (Finance).

Motion by Council Member Dawson moved to approve the Consent Calendar and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None ABSENT: None

#### **PUBLIC HEARING NONE**

#### **GENERAL BUSINESS**

#### City Council

- 7 Public Safety Incident Command Vehicle (Roth: aroth@suisun.com).
  - a. Council Adoption of Resolution No. 2023-39: Adopting the 3rd Amendment to the Annual Appropriation Resolution No. 2022-90 to Appropriate Funds Pursuant to Assembly Bill 179 For Purchase of Public Safety Equipment and Facility Upgrades; and
  - b. Council Adoption of Resolution No. 2023-40: Authorizing the City Manager to Execute a Purchase Agreement with Farber Specialty Vehicles for an Incident Command Vehicle to be Assigned to the Police Department.

Chief Roth gave the staff report and power point presentation. Council asked clarifying questions on the vehicle.

#### PUBLIC COMMENT:

George Guynn asked questions about the insurance required for the vehicle and if it comes from Police Department budget.

Chief Roth replied.

Motion by Council Member Pal to approve Item 7 and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None ABSENT: None

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

8 Non-Discussion Items.

#### **ADJOURNMENT**

There being no further business the meeting was adjourned at 8:24pm.

Anita L. Skinner, City Clerk

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



# MINUTES SPECIAL MEETING OF THE SUISUN CITY COUNCIL TUESDAY, APRIL 25, 2023 5:00 PM

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

CITY COUNCIL MEETINGS ARE HELD IN-PERSON PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: 858 6625 2461
CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 4:00 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720

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

#### **ROLL CALL**

Mayor Hernandez called the meeting to order at 5:03pm with the following Council Members present:

PRESENT: Hernandez, Osum, Pal, Washington

ABSENT: Dawson (arrived 5:40pm)

#### **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.)

#### **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 will hold a Closed Session for the Purpose of:

#### 1 CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

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

SCPOA (Suisun City Police Officers Association);

SCPFA IAFF (Suisun City Professional Firefighters'

Association); Temporary/Part-Time Employees.

#### **CONVENE OPEN SESSION**

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

#### **ADJOURNMENT**

There being no further business the meeting adjourned at 9:04pm.

Anita	Skinner,	City	Cle	rk	

#### AGENDA TRANSMITTAL

**MEETING DATE:** May 2, 2023

**CITY AGENDA ITEM:** Public Hearing and Other Proceedings Related to Annexation No. 15 to Community Facilities District No. 2 (Municipal Services), for the Lawler Mixed-Use Project:

- a. Council Adoption of Resolution No. 2023-\_\_\_: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
- b. Council Adoption of Resolution No. 2023-\_\_\_: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
- c. Council Introduction and Waive Reading of Ordinance No. \_\_\_: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

FISCAL IMPACT: There would be an impact to the General Fund from this item. Once annexed into CFD#2, Lawler Mixed-Use will begin to contribute funds towards Safety Services such as police and fire. The annexation of the Lawler Mixed-Use into Community Facilities District No. 2 meets the fiscal criteria as established by Resolution No. 2005-69 Cost Recovery Policy for New Development, dated October 4, 2005. Community Facilities District #2 is intended to offset Municipal Service costs, including administrative costs, thereby reducing the negative fiscal impact of new development on the City's General Fund.

**STRATEGIC PLAN:** Provide Good Governance and Ensure Public Safety.

**BACKGROUND:** As part of the Lawler Mixed-Use project conditions of approval, the developer is required to mitigate the impact on city services due to the new development. In accordance with the development conditions imposed on development project, the landowner is annexing to Community Facility District No. 2 to offset municipal service costs for police, fire, and paramedics.

As the first step in the annexation process, the Resolution of Intention was brought before Council and approved at the March 21, 2023, Council Meeting.

**STAFF REPORT:** The next steps in the legislative process for annexation of the Lawler Mixed-Use project into Community Facility District No. 2 include conducting the Public Hearing and the Hearing that are before you this evening. The final step involves the item coming back to Council as part of an Ordinance for Council's approval at the May 23, 2023, meeting.

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

- a. Adopt Resolution No. 2023-\_\_\_: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
- b. Adopt Resolution No. 2023- : Declaring Results of Special Annexation Election, Determining

- Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
- c. Council Introduction and Waive Reading of Ordinance No. \_\_\_: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

#### **DOCUMENTS ATTACHED:**

- 1. Council Resolution No. 2023-\_\_\_: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
- 2. Council Resolution No. 2023-\_\_\_: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
- 3. Council Introduction and Waive Reading of Ordinance No. \_\_\_: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.
- 4. District Boundary Map.
- 5. PowerPoint Presentation.

PREPARED BY:

REVIEWED BY:

APPROVED BY:

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

#### **ATTACHMENTS:**

- 1 A Resolution Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors.pdf
- 2 A Resolution Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien.pdf
- 3 An Ordinance Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services).pdf
- 4 District Boundary Map.pdf
- 5 PowerPoint Presentation.pdf

#### **RESOLUTION NO. 2023-**

# A RESOLUTION SUBMITTING ANNEXATION OF TERRITORY AND LEVY OF SPECIAL TAXES TO QUALIFIED ELECTORS

#### Annexation No. 15 (Lawler Mixed-Use)

**RESOLVED** by the City Council (the "Council") of the City of Suisun City (the "City"), County of Solano, State of California, that:

WHEREAS, this Council, acting as legislative body of the City of Suisun City's Community Facilities District No. 2 (Municipal Services) (the "CFD") has adopted "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention to Annex") stating its intention to annex certain territory (the "Annexation Territory) to the CFD pursuant to the Mello Roos Community Facilities Act of 1982, Sections 53311 and following of the California Government Code (the "Act"); and

WHEREAS, a copy of the Resolution of Intention to Annex, incorporating a description and map of the proposed boundaries of the Annexation Territory and stating the services (the "Services") to be provided and the rate and method of apportionment of the special tax (the "Special Taxes") to be levied within the Annexation Territory to pay for the Services, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

WHEREAS, on the date hereof, this Council held a noticed public hearing as required by the Act and the Resolution of Intention to Annex relative to the proposed annexation of the Annexation Territory to the CFD and the levy of special taxes in the Annexation Territory; and

WHEREAS, at such hearing all interested persons desiring to be heard on all matters pertaining to the annexation of the Annexation Territory to the CFD and the levy of the Special Taxes within the Annexation Territory were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for the hearing, written protests had not been filed against the proposed annexation of the Annexation Territory to the CFD by (i) 50% of more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the Annexation Territory, (iii) owners of one-half or more of the area of land in the Annexation Territory not exempt from special taxes; and

WHEREAS, the Annexation Map of the captioned annexation has been filed with the City Clerk and recorded in the Solano County Recorder's Office on April 10, 2023, in Book 0026 at Page 69 of Maps of Assessment and Community Facilities Districts as Document Number 202300014777, which map shows the Annexation Territory.

5

#### NOW, THEREFORE, IT IS HEREBY ORDERED, as follows:

- 1. Prior Proceedings. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of the Annexation Territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.
- 2. Prior Resolutions. The provisions of the Resolution of Intention to Annex and Resolution No. 2005-89, entitled "A Resolution of the Suisun City Council Forming Community Facilities District No. 2 (Municipal Services)" (the "Resolution of Formation"), previously adopted by this Council for the CFD, are by this reference incorporated herein, as if fully set forth herein.
- 3. Voter Approval. Pursuant to the provisions of the Act, the propositions of (i) the annexation of the Annexation Territory and (ii) the levy of the Special Taxes within the Annexation Territory shall be submitted to the voters of the Annexation Territory at an election called therefor as hereinafter provided.
- 4. Electors Determined. This Council hereby finds that fewer than 12 persons have been registered to vote within the Annexation Territory for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the Annexation Territory and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the Annexation Territory.
- 5. Applicable Laws. Pursuant the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code, provided, however, that for purposes of setting the date for the election, Sections 53326 and 53327 of the Act shall govern.
- 6. Special Election Called. On Tuesday, May 2, 2023, in in the City Hall, Council Chambers, 701 Civic Center Boulevard, Suisun City, California, a special election is hereby called to consider the measure described in the ballot referred to below. This Council hereby further finds that the provision of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election herein specified is established accordingly.

Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the provision and/or acquisition of the Services and the incidental costs thereof, all as defined in the Resolution of Intention to Annex and the Resolution of Formation, shall constitute the specific single purpose; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual audit and report of the CFD.

- 7. **Election Official**. The City Clerk is hereby appointed as the election official to conduct the election and shall cause to be provided to each landowner in the Annexation Territory a ballot substantially in the form of Exhibit A hereto (the "Ballot"), which form is hereby approved. The City Clerk shall accept mailed or hand delivered Ballots of the qualified electors received prior to 5:30 o'clock p.m. on the date fixed above for the election.
- **8. Effective.** This resolution shall take effect upon its adoption.

Resolution No. 2023-Adopted May 2, 2023 Page 2 of 5

			* * * * *
1	DAGG	ED AND ADOPTED -	
2	City duly held on Tuesday, the 2 <sup>nd</sup> day		t a Regular Meeting of the City Council of the City of Suisur y of May 2023, by the following vote:
3	AYES:	Councilmembers:	
4	NOES: ABSENT:	Councilmembers: Councilmembers:	
5		Councilmembers:	
6	WITNES	SS my hand and the sea	al of said City this 2 <sup>nd</sup> day of May 2023.
7			
8			
9			Anita Skinner
10			City Clerk
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Resolution No. 2023-Adopted May 2, 2023 Page 3 of 5

#### **EXHIBIT A** 1 **CITY OF SUISUN CITY** 2 Community Facilities District No. 2 3 (Municipal Services) 4 Annexation No. 15 (Lawler Mixed-Use) 5 OFFICIAL BALLOT 6 SPECIAL TAX ANNEXATION ELECTION 7 This ballot is for a special, landowner election. You must return this ballot in the 8 enclosed postage paid envelope to the office of the City Clerk of the City of Suisun City no later than 6:30 p.m. on Tuesday, May 2, 2023, either by mail or in person. The City Clerk's 9 office is located at 701 Civic Center Boulevard, Suisun City, California 94585. 10 To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and 11 make the ballot void. 12 If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Suisun City and obtain another. 13 The amount of money to be raised annually by the levy of the special tax on the property 14 to be annexed to Community Facilities District No. 2 (Municipal Services) is \$33,550.56 in 2022/23 dollars and the rate and duration of the tax to be levied is as set forth in the rate and 15 method of apportionment of special tax for Community Facilities District No. 2 (Municipal 16 Services). **BALLOT MEASURE NO. 1:** Shall the 17 City of Suisun City, by and for its 18 Community Facilities District No. 2 (Municipal Services) (the "CFD"), be 19 authorized to annex Annexation No. 15 20 (Lawler Mixed Use) to the CFD, as such territory is described in "A Resolution 21 Submitting Annexation of Territory and Levy of Special Taxes to Qualified 22 Electors" adopted by the City Council of 23 the City of Suisun City on May 2, 2023? The effectiveness of this Ballot Measure 24 No. 1 is contingent upon the passage of Ballot Measure No. 2. 25 YES: 26 NO: \_\_\_\_\_ 27 28

Resolution No. 2023-Adopted May 2, 2023 Page 4 of 5

1	BALLOT MEASURE NO. 2: Shall the
2	City of Suisun City, by and for its Community Facilities District No. 2
3	(Municipal Services) (the "CFD"), be
3	authorized to levy special taxes within the territory proposed for annexation to the
4	CFD according to the rate and method of
5	apportionment specified in the Resolution
6	of the City Council entitled "A Resolution of Intention to Annex Territory to
7	Community Facilities District and to
	Authorize the Levy of Special Taxes
8	Therein," adopted by the City Council of the City of Suisun City on March 21,
9	2023? The effectiveness of this Ballot
10	Measure No. 2 is contingent upon the passage of Ballot Measure No. 1.
11	YES:
12	NO:
13	By execution in the space provided below, you also confirm your written waiver of the
14	time limit pertaining to the conduct of the election and any requirement for analysis and arguments with respect to the ballot measure.
15	Assessor Parcel No(s).: 0173-670-390
16	0173-670-400
17	Acres: 2.80
18	Number of Votes: 3
19	SETARLEON LLC
	By:
20	Name:
21	Its:
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28	

Resolution No. 2023-Adopted May 2, 2023 Page 5 of 5

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8. 

 **RESOLUTION NO. 2023-**

# A RESOLUTION DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN

#### Annexation No. 15 (Lawler Mixed-Use)

**RESOLVED** by the City Council (the "Council") of the City of Suisun City (the "City"), County of Solano, State of California, that:

WHEREAS, in proceedings heretofore conducted by the Council pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land (the "Annexation Territory") proposed to be annexed to Community Facilities District No. 2 (Municipal Services) (the "CFD");

WHEREAS, pursuant to the terms of the resolution of the City Council entitled "A Resolution Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors" (the "Election Resolution") adopted by the City Council on this date, which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election (the "Canvass"), a copy of which is attached hereto as Exhibit A; and,

WHEREAS, this Council has reviewed the Canvass and hereby approves it.

#### NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

- 1. Issue Presented. The issues presented at the special election were (i) the annexation of the Annexation Territory to the CFD and (ii) the levy of a special tax within the Annexation Territory.
- 2. Measure Approved. Pursuant to the Canvass, the issues presented at the special election were approved by the landowners of the Annexation Territory by more than two-thirds of the votes received at the special election.
- **3. Annexation Completed.** Pursuant to the voter approval, the Annexation Territory is hereby declared to be fully annexed to and part of the CFD with full legal effect.
- 4. Authority to Levy Special Taxes. Pursuant to the voter approval, this Council may levy special taxes in the territory in the Annexation Territory according to the rate and method of apportionment specified in the Resolution of this Council entitled "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein," adopted on March 21, 2023.
- 5. **Prior Proceedings**. It is hereby found that all prior proceedings and actions taken by this Council pursuant to the CFD and the Annexation Territory were valid and in conformity with the Act.

	I		
1	6. the City Clerk		ce of Lien. Within 15 days of the date of this Resolution, use to be recorded in the office of the County Recorder of
2		Solano an amendmen California Streets and	t to the Notice of Special Tax Lien as required by Section Highways Code.
3			all take effect upon its adoption.
4			* * * * *
5			at a Regular Meeting of the City Council of the City of Suisun
6	City duly held	on Tuesday, the 2 <sup>nd</sup> day	y of May 2023, by the following vote:
7	AYES:	Councilmembers:	
8	NOES: ABSENT:	Councilmembers: Councilmembers:	
9	ABSTAIN:	Councilmembers:	
10	WITNES	S my hand and the sea	al of said City this 2 <sup>nd</sup> day of May 2023.
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13			Anita Skinner City Clerk
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Resolution No. 2023-Adopted May 2, 2023 Page 2 of 4

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#### **EXHIBIT A**

#### CITY OF SUISUN CITY

# Community Facilities District No. 2 (Municipal Services)

#### Annexation No. 15 (Lawler Mixed-Use)

#### CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory proposed for annexation to City of Suisun City Community Facilities District No. 2 (Municipal Services), which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory proposed to be annexed and the total number of votes cast for and against the measures are as follows and the totals as shown for and against the measures are full, true and correct:

BALLOT MEASURE NO. 1: Shall the City of Suisum City, by and for its Community Facilities District No. 2 (Municipal Services) (the "CFD"), be authorized to annex Annexation No. 15 (Lawler Mixed Use) to the CFD, as such territory is described in "A Resolution Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors" adopted by the City Council of the City of Suisun City on May 2, 2023? The effectiveness of this Ballot Measure No. 1 is contingent upon the passage of Ballot Measure No. 2.

Qualified Landowner Votes	Votes Cast	YES	NO
3			

Resolution No. 2023-Adopted May 2, 2023 Page 3 of 4

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1	2
1	3
1	4
1	5
1	6
1	7
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2	0
2	1
2	2
2	3
2	4
2	5
2	6
2	7

BALLOT MEASURE NO. 2: Shall the City of Suisun City, by and for its Community Facilities District No. 2 (Municipal Services) (the "CFD"), be authorized to levy special taxes within the territory proposed for annexation to the CFD according to the rate and method of apportionment specified in the Resolution of the City Council entitled "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein," adopted by the City Council of the City of Suisun City on March 21, 2023? The effectiveness of this Ballot Measure No. 2 is contingent upon the passage of Ballot Measure No. 1.

Qualified Landowner Votes	Votes Cast	YES	NO
3			

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this	day of
, 2023.	

CITY OF SUISUN CITY

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

Anita Skinner, City Clerk

Resolution No. 2023-Adopted May 2, 2023 Page 4 of 4

#### **ORDINANCE NO. 2023-**

# AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY LEVYING SPECIAL TAX WITHIN CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), INCLUDING CERTAIN ANNEXATION TERRITORY

#### Annexation No. 15 (Lawler Mixed-Use)

WHEREAS, the City of Suisun City (the "City") has conducted proceedings pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to establish "City of Suisun City Community Facilities District No. 2 (Municipal Services)" (the "CFD") for the purpose of financing certain municipal services (the "Services) as provided in the Act; and

WHEREAS, the rate and method of apportionment of special tax for the CFD (the "Original Rate and Method") is set forth in Exhibit A to City Council Resolution 2005-89, which was adopted on November 15, 2005 (the "Resolution of Formation"); and

**WHEREAS**, the City has conducted proceedings to annex territory into the CFD and, in connection therewith, approved supplements to the Original Rate and Method (as supplemented, the "Rate and Method");

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY as follows:

**SECTION ONE:** By the passage of this Ordinance, pursuant to the Act, the Council hereby authorizes and levies the Special Tax within the CFD, including all territory annexed into the CFD prior to the date hereof, at the rate and in accordance with method set forth in the Rate and Method, which rate and method are by this reference incorporated herein. The Special Tax has previously been levied in the original territory of the CFD beginning in fiscal year 2006-07 pursuant to Ordinance No. 684, passed and adopted by the City Council on December 6, 2005, and the Special Tax is hereby levied commencing in fiscal year 2022-23 in the territory annexed to the CFD subsequent to formation of the CFD, and in each fiscal year thereafter to pay for the Services for the CFD and all costs of administering the CFD.

The City Council hereby ratifies the levy of special taxes within the CFD pursuant to the Act, at the rate and in accordance with the Rate and Method, in fiscal years 2006-07 through 2022-23.

**SECTION TWO:** The City Manager or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, including all territory annexed to the CFD prior to the date hereof, in the manner and as provided in the Rate and Method.

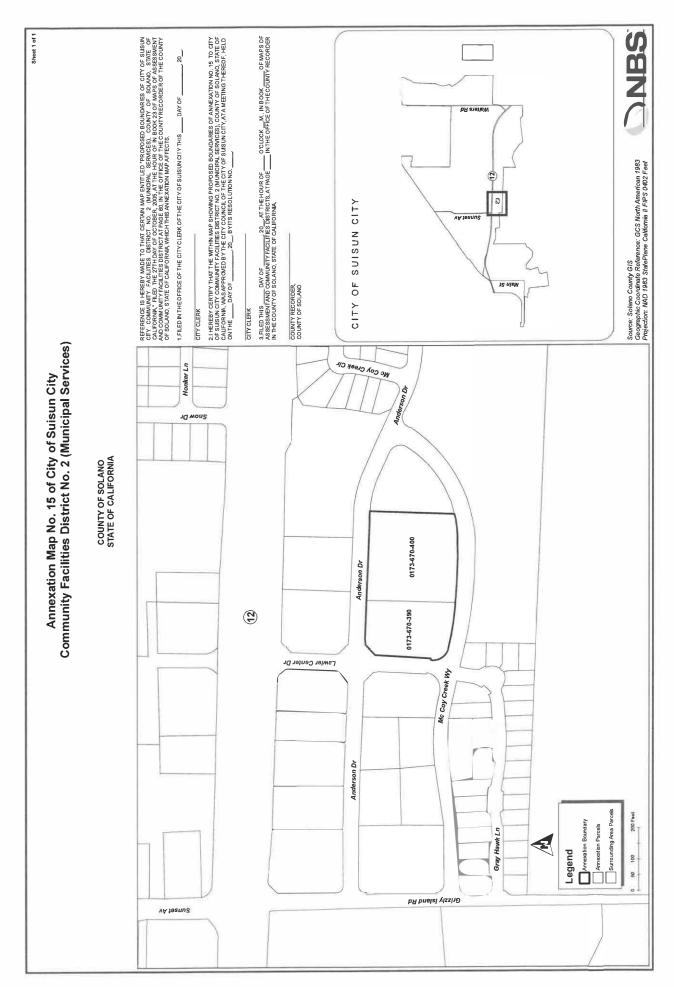
**SECTION THREE:** Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation, the Rate and Method and the applicable provisions of the Act. In no

event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum 1 Special Tax specified in the Rate and Method. 2 **SECTION FOUR:** All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of 3 the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax. 4 SECTION FIVE: The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same 6 penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. The City Manager of the City (or the City Manager's designee) is hereby authorized and directed to provide all necessary information to the 8 auditor/tax collector of the County of Solano in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the County of Solano for fiscal year 2022-23 and for each fiscal year thereafter, as set forth above, 10 until no longer required to pay for the Services or until otherwise terminated by the City. 11 **SECTION SIX:** If for any reason any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD, including all territory 12 annexed to the CFD prior to the date hereof, by a court of competent jurisdiction, the balance of this Ordinance and the application of the Special Tax to the remaining parcels within the 13 CFD, including all territory annexed to the CFD prior to the date hereof, shall not be affected. 14 SECTION SEVEN: The Mayor shall sign this Ordinance and the City Clerk shall cause the 15 same to be published immediately after its passage at least once in a newspaper of general circulation circulated in the City. 16 **SECTION EIGHT:** This Council affirms the provisions of Ordinance No. 684 except to the 17 extent any terms of such Ordinance are inconsistent with the provisions of this Ordinance, in which case the terms of this Ordinance shall govern. 18 **SECTION NINE:** This Ordinance shall become effective (30) days following its passage and 19 adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation in the City of Suisun City, County of Solano. 20 \* \* \* \* \* \* 21 22 23 24 25 26 27

Ordinance No. 2023-Adopted May 23, 2023 Page 2 of 3

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	S:
: Councilmembers N: Councilmembers NESS my hand and the	s:
N: Councilmembers  NESS my hand and the	seal of said City this 2 <sup>nd</sup> day of May 2023.
	Anita Skinner
	Anita Skinner
	City Clerk
ASSED AND ADOPTE	D at a Regular Meeting of the City Council of the City of Suisu
neld on Tuesday, the 23 <sup>r</sup>	d day of May 2023, by the following vote:
Councilmembers Councilmembers	
: Councilmembers	3:
N: Councilmembers	
NESS my hand and the	seal of said City this 23 <sup>rd</sup> day of May 2023.
	Anita Skinner
	City Clerk



# Community Facilities District #2

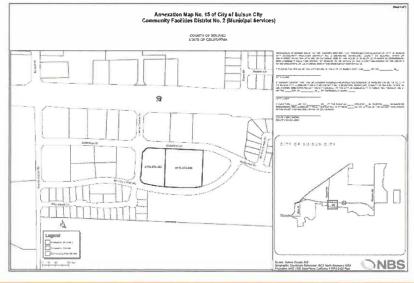
ANNEXATION #15
LAWLER MIXED USE

Public Hearing May 2, 2023

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# Community Facilities District #2 — City-Wide Majority of revenue from District goes to Safety Services (Police & Fire) \*\*\*ABANGSCAPHIC AND LOGITHIC FORTHICE STRICES.\*\* COMMUNITY FACILITIES STRICES.\*\* Lawler Mixed Use Project Community Facilitie





# **Staff Recommendations**

It is recommended that the City Council adopt the following:

- a. Adoption of Resolution No. 2023-\_\_\_\_: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
- a. Adoption of Resolution No. 2023-\_\_\_\_: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
- a. Council Introduction and Waive Reading of Ordinance No. \_\_\_\_: Levying Special Tax within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

# Questions?

CONDUCT PUBLIC HEARING

#### AGENDA TRANSMITTAL

**MEETING DATE:** May 2, 2023

**CITY AGENDA ITEM:** Public Hearing and Other Proceedings Related to Annexation No. 16 to Community Facilities District No. 2 (Municipal Services), for the Marina Village Apartments Project:

- a. Council Adoption of Resolution No. 2023-\_\_\_: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
- b. Council Adoption of Resolution No. 2023-\_\_\_: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
- c. Council Introduction and Waive Reading of Ordinance No. \_\_\_: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

FISCAL IMPACT: There would be an impact to the General Fund from this item. Once annexed into CFD#2, Marina Village Apartments will begin to contribute funds towards Safety Services such as police and fire. The annexation of the Marina Village Apartments into Community Facilities District No. 2 meets the fiscal criteria as established by Resolution No. 2005-69 Cost Recovery Policy for New Development, dated October 4, 2005. Community Facilities District #2 is intended to offset Municipal Service costs, including administrative costs, thereby reducing the negative fiscal impact of new development on the City's General Fund.

**STRATEGIC PLAN:** Provide Good Governance and Ensure Public Safety.

**BACKGROUND:** As part of the Marina Village Apartments project conditions of approval, the developer is required to mitigate the impact on City Services due to the new development. In accordance with the development conditions imposed on development project, the landowner is annexing to Community Facility District No. 2 to offset municipal service costs for police, fire, and paramedics.

As the first step in the annexation process, the Resolution of Intention was brought before Council and approved at the March 21, 2023, Council Meeting.

**STAFF REPORT:** The next steps in the legislative process for annexation of the Marina Village Apartments project into Community Facility District No. 2 include conducting the Public Hearing and the Hearing that are before you this evening. The final step involves the item coming back to Council as part of an Ordinance for Council's approval at the May 23, 2023, meeting.

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

- a. Adopt Resolution No. 2023-\_\_\_: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
- b. Adopt Resolution No. 2023- : Declaring Results of Special Annexation Election, Determining

- Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
- c. Council Introduction and Waive Reading of Ordinance No. \_\_\_: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

#### **DOCUMENTS ATTACHED:**

- 1. Council Resolution No. 2023-\_\_\_: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
- 2. Council Resolution No. 2023-\_\_\_: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
- 3. Council Introduction and Waive Reading of Ordinance No. \_\_\_: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.
- 4. District Boundary Map.
- 5. PowerPoint Presentation.

PREPARED BY:

REVIEWED BY:

Approved BY:

Amanda Dum, Management Analyst II

Nouae Vue, Public Works Director

Greg Folsom, City Manager

#### **ATTACHMENTS:**

- 1 A Resolution Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors.pdf
- 2 A Resolution Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien.pdf
- 3 An Ordinance Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.pdf
- 4 District Boundary Map.pdf
- 5 PowerPoint Presentation.pdf

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#### **RESOLUTION NO. 2023-**

# A RESOLUTION SUBMITTING ANNEXATION OF TERRITORY AND LEVY OF SPECIAL TAXES TO QUALIFIED ELECTORS

## Annexation No. 16 (Marina Village Apartments)

**RESOLVED** by the City Council (the "Council") of the City of Suisun City (the "City"), County of Solano, State of California, that:

WHEREAS, this Council, acting as legislative body of the City of Suisun City's Community Facilities District No. 2 (Municipal Services) (the "CFD") has adopted "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention to Annex") stating its intention to annex certain territory (the "Annexation Territory) to the CFD pursuant to the Mello Roos Community Facilities Act of 1982, Sections 53311 and following of the California Government Code (the "Act"); and

WHEREAS, a copy of the Resolution of Intention to Annex, incorporating a description and map of the proposed boundaries of the Annexation Territory and stating the services (the "Services") to be provided and the rate and method of apportionment of the special tax (the "Special Taxes") to be levied within the Annexation Territory to pay for the Services, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

WHEREAS, on the date hereof, this Council held a noticed public hearing as required by the Act and the Resolution of Intention to Annex relative to the proposed annexation of the Annexation Territory to the CFD and the levy of special taxes in the Annexation Territory; and

WHEREAS, at such hearing all interested persons desiring to be heard on all matters pertaining to the annexation of the Annexation Territory to the CFD and the levy of the Special Taxes within the Annexation Territory were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for the hearing, written protests had not been filed against the proposed annexation of the Annexation Territory to the CFD by (i) 50% of more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the Annexation Territory, (iii) owners of one-half or more of the area of land in the CFD not exempt from special taxes or (iv) owners of one-half or more of the area of land in the Annexation Territory not exempt from special taxes; and

WHEREAS, the Annexation Map of the captioned annexation has been filed with the City Clerk and recorded in the Solano County Recorder's Office on April 7, 2023, in Book 0026 at Page 68 of Maps of Assessment and Community Facilities Districts as Document Number 202300014358, which map shows the Annexation Territory.

#### NOW, THEREFORE, IT IS HEREBY ORDERED, as follows:

- 1. Prior Proceedings. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of the Annexation Territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.
- 2. Prior Resolutions. The provisions of the Resolution of Intention to Annex and Resolution No. 2005-89, entitled "A Resolution of the Suisun City Council Forming Community Facilities District No. 2 (Municipal Services)" (the "Resolution of Formation"), previously adopted by this Council for the CFD, are by this reference incorporated herein, as if fully set forth herein.
- 3. Voter Approval. Pursuant to the provisions of the Act, the propositions of (i) the annexation of the Annexation Territory and (ii) the levy of the Special Taxes within the Annexation Territory shall be submitted to the voters of the Annexation Territory at an election called therefor as hereinafter provided.
- 4. Electors Determined. This Council hereby finds that fewer than 12 persons have been registered to vote within the Annexation Territory for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the Annexation Territory and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the Annexation Territory.
- 5. Applicable Laws. Pursuant the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code, provided, however, that for purposes of setting the date for the election, Sections 53326 and 53327 of the Act shall govern.
- 6. Special Election Called. On Tuesday, May 2, 2023, in in the City Hall, Council Chambers, 701 Civic Center Boulevard, Suisun City, California, a special election is hereby called to consider the measure described in the ballot referred to below. This Council hereby further finds that the provision of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election herein specified is established accordingly.

Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the provision and/or acquisition of the Services and the incidental costs thereof, all as defined in the Resolution of Intention to Annex and the Resolution of Formation, shall constitute the specific single purpose; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual audit and report of the CFD.

- 7. Election Official. The City Clerk is hereby appointed as the election official to conduct the election and shall cause to be provided to each landowner in the Annexation Territory a ballot substantially in the form of Exhibit A hereto (the "Ballot"), which form is hereby approved. The City Clerk shall accept mailed or hand delivered Ballots of the qualified electors received prior to 5:30 o'clock p.m. on the date fixed above for the election.
- **Effective.** This resolution shall take effect upon its adoption.

Resolution No. 2023-Adopted May 2, 2023 Page 2 of 5

1	DACC	ED AND ADODTED -	* * * * * * * * * * * * * * * * * * *
2	City duly held	on Tuesday, the 2 <sup>nd</sup> day	t a Regular Meeting of the City Council of the City of Suisur y of May 2023, by the following vote:
3	AYES:	Councilmembers:	
4	NOES:	Councilmembers:	
5	ABSENT: ABSTAIN:	Councilmembers: Councilmembers:	
6	WITNES	S my hand and the sea	al of said City this 2 <sup>nd</sup> day of May 2023.
7		,	
8			Anita Skinner
9			City Clerk
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	Resolution No. 2023	8_	

Resolution No. 2023-Adopted May 2, 2023 Page 3 of 5

#### **EXHIBIT A**

#### **CITY OF SUISUN CITY**

# Community Facilities District No. 2 (Municipal Services)

## Annexation No. 16 (Marina Village Apartments)

# OFFICIAL BALLOT SPECIAL TAX ANNEXATION ELECTION

This ballot is for a special, landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Suisun City no later than 6:30 p.m. on Tuesday, May 2, 2023, either by mail or in person. The City Clerk's office is located at 701 Civic Center Boulevard, Suisun City, California 94585.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Suisun City and obtain another.

The amount of money to be raised annually by the levy of the special tax on the property to be annexed to Community Facilities District No. 2 (Municipal Services) is \$56,629.44 in 2022/23 dollars and the rate and duration of the tax to be levied is as set forth in the rate and method of apportionment of special tax for Community Facilities District No. 2 (Municipal Services).

BALLOT MEASURE NO. 1: Shall the City of Suisun City, by and for its Community Facilities District No. 2 (Municipal Services) (the "CFD"), be authorized to annex Annexation No. 16 (Marina Village Apartments) to the CFD, as such territory is described in "A Resolution Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors" adopted by the City Council of the City of Suisun City on May 2, 2023? The effectiveness of this Ballot Measure No. 1 is contingent upon the passage of Ballot Measure No. 2.

YES:	
NO:	

Resolution No. 2023-Adopted May 2, 2023 Page 4 of 5

1	BALLOT MEASURE NO. 2: Shall the
2	City of Suisun City, by and for its  Community Facilities District No. 2
	(Municipal Services) (the "CFD"), be
3	authorized to levy special taxes within the territory proposed for annexation to the
4	CFD according to the rate and method of
5	apportionment specified in the Resolution
6	of the City Council entitled "A Resolution of Intention to Annex Territory to
7	Community Facilities District and to
1	Authorize the Levy of Special Taxes
8	Therein," adopted by the City Council of the City of Suisun City on March 21,
9	2023? The effectiveness of this Ballot
10	Measure No. 2 is contingent upon the passage of Ballot Measure No. 1.
11	YES:
12	NO:
13	By execution in the space provided below, you also confirm your written waiver of the
14	time limit pertaining to the conduct of the election and any requirement for analysis and
15	arguments with respect to the ballot measure.
	Assessor Parcel No(s).: 0032-411-120
16	0032-411-130
17	0032-411-140
18	Acres: 5.11
19	Number of Votes: 6
20	MARINA VILLAGE SUISUN PTRS LP
	By:
21	Name:
22	Its:
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	Resolution No. 2023-

Resolution No. 2023-Adopted May 2, 2023 Page 5 of 5

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#### **RESOLUTION NO. 2023-**

# A RESOLUTION DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN

## Annexation No. 16 (Marina Village Apartments)

**RESOLVED** by the City Council (the "Council") of the City of Suisun City (the "City"), County of Solano, State of California, that:

WHEREAS, in proceedings heretofore conducted by the Council pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land (the "Annexation Territory") proposed to be annexed to Community Facilities District No. 2 (Municipal Services) (the "CFD"); and

WHEREAS, pursuant to the terms of the resolution of the City Council entitled "A Resolution Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors" (the "Election Resolution") adopted by the City Council on this date, which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election (the "Canvass"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council has reviewed the Canvass and hereby approves it.

#### NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

- 1. **Issue Presented.** The issues presented at the special election were (i) the annexation of the Annexation Territory to the CFD and (ii) the levy of a special tax within the Annexation Territory.
- 2. Measure Approved. Pursuant to the Canvass, the issues presented at the special election were approved by the landowners of the Annexation Territory by more than two-thirds of the votes received at the special election.
- **3. Annexation Completed.** Pursuant to the voter approval, the Annexation Territory is hereby declared to be fully annexed to and part of the CFD with full legal effect.
- 4. Authority to Levy Special Taxes. Pursuant to the voter approval, this Council may levy special taxes in the territory in the Annexation Territory according to the rate and method of apportionment specified in the Resolution of this Council entitled "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein," adopted on March 21, 2023.
- 5. **Prior Proceedings**. It is hereby found that all prior proceedings and actions taken by this Council pursuant to the CFD and the Annexation Territory were valid and in conformity with the Act.

	6.	Amendment to Notice	e of Lien. Within 15 days of the date of this Resolution,
1	the City Clerk shall execute and cause to be recorded in the office of the County Recorder o		
2	the County of Solano an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.		
3	7. Effective. This resolution shall take effect upon its adoption.		
4			* * * * * *
5			a Regular Meeting of the City Council of the City of Suisun
6	City duly held	on Tuesday, the 2 <sup>nd</sup> day	of May 2023, by the following vote:
7	AYES:	Councilmembers:	
8	NOES: ABSENT:	Councilmembers: Councilmembers:	
9	ABSTAIN:	Councilmembers:	
10	WITNES	SS my hand and the seal	of said City this 2 <sup>nd</sup> day of May 2023.
11			
12			Anita Skinner
13			City Clerk
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	Resolution No. 202	3-	

Adopted May 2, 2023 Page 2 of 4

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#### **EXHIBIT A**

#### **CITY OF SUISUN CITY**

# Community Facilities District No. 2 (Municipal Services)

# Annexation No. 16 (Marina Village Apartments)

## **CANVASS AND STATEMENT OF RESULT OF ELECTION**

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory proposed for annexation to City of Suisun City Community Facilities District No. 2 (Municipal Services), which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory proposed to be annexed and the total number of votes cast for and against the measures are as follows and the totals as shown for and against the measures are full, true and correct:

BALLOT MEASURE NO. 1: Shall the City of Suisum City, by and for its Community Facilities District No. 2 (Municipal Services) (the "CFD"), be authorized to annex Annexation No. 16 (Marina Village Apartments) to the CFD, as such territory is described in "A Resolution Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors" adopted by the City Council of the City of Suisun City on May 2, 2023? The effectiveness of this Ballot Measure No. 1 is contingent upon the passage of Ballot Measure No. 2

Qualified			
Landowner Votes	Votes Cast	YES	NO
6			

Resolution No. 2023-Adopted May 2, 2023 Page 3 of 4

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BALLOT MEASURE NO. 2: Shall the City of Suisun City, by and for its Community Facilities District No. 2 (Municipal Services) (the "CFD"), be authorized to levy special taxes within the territory proposed for annexation to the CFD according to the rate and method of apportionment specified in the Resolution of the City Council entitled "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein," adopted by the City Council of the City of Suisun City on March 21, 2023? The effectiveness of this Ballot Measure No. 2 is contingent upon the passage of Ballot Measure No. 1.

Qualified Landowner Votes	Votes Cast	YES	NO
6			

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this \_\_ day of \_\_\_\_\_, 2023.

CITY OF SUISUN CITY

By:\_\_\_\_\_\_\_Anita Skinner, City Clerk

Resolution No. 2023-Adopted May 2, 2023 Page 4 of 4

#### **ORDINANCE NO. 2023-**

# AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY LEVYING SPECIAL TAX WITHIN CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), INCLUDING CERTAIN ANNEXATION TERRITORY

## Annexation No. 16 (Marina Village Apartments)

WHEREAS, the City of Suisun City (the "City") has conducted proceedings pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to establish "City of Suisun City Community Facilities District No. 2 (Municipal Services)" (the "CFD") for the purpose of financing certain municipal services (the "Services) as provided in the Act; and

WHEREAS, the rate and method of apportionment of special tax for the CFD (the "Original Rate and Method") is set forth in Exhibit A to City Council Resolution 2005-89, which was adopted on November 15, 2005 (the "Resolution of Formation"); and

WHEREAS, the City has conducted proceedings to annex territory into the CFD and, in connection therewith, approved supplements to the Original Rate and Method (as supplemented, the "Rate and Method");

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY as follows:

**SECTION ONE:** By the passage of this Ordinance, pursuant to the Act, the Council hereby authorizes and levies the Special Tax within the CFD, including all territory annexed into the CFD prior to the date hereof, at the rate and in accordance with method set forth in the Rate and Method, which rate and method are by this reference incorporated herein. The Special Tax has previously been levied in the original territory of the CFD beginning in fiscal year 2006-07 pursuant to Ordinance No. 684, passed and adopted by the City Council on December 6, 2005, and the Special Tax is hereby levied commencing in fiscal year 2022-23 in the territory annexed to the CFD subsequent to formation of the CFD, and in each fiscal year thereafter to pay for the Services for the CFD and all costs of administering the CFD.

The City Council hereby ratifies the levy of special taxes within the CFD pursuant to the Act, at the rate and in accordance with the Rate and Method, in fiscal years 2006-07 through 2022-23.

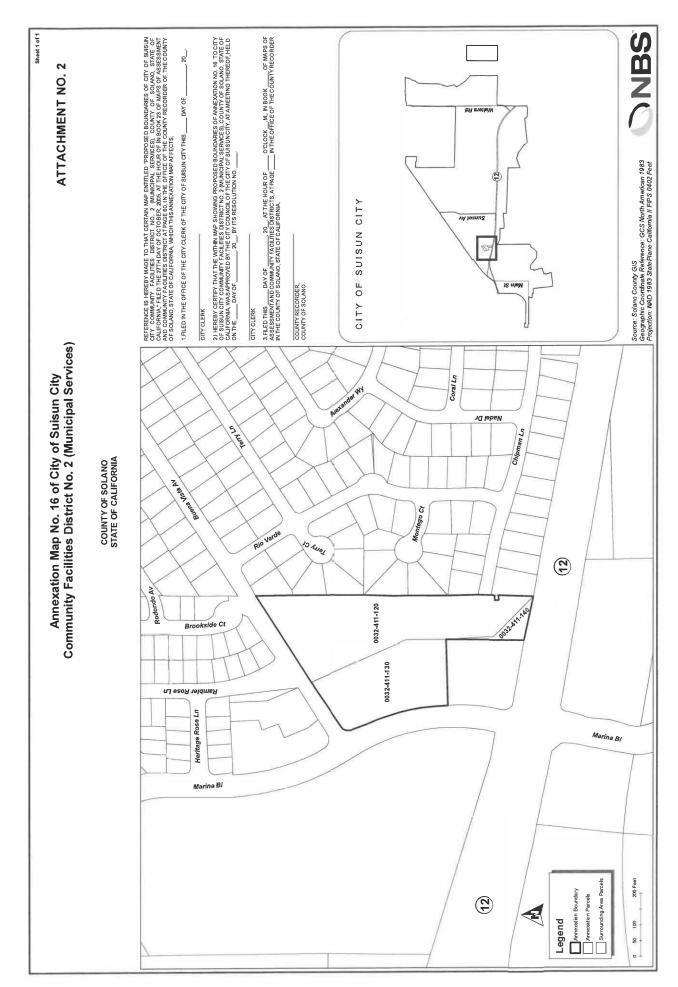
**SECTION TWO:** The City Manager or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, including all territory annexed to the CFD prior to the date hereof, in the manner and as provided in the Rate and Method.

**SECTION THREE:** Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation, the Rate and Method and the applicable provisions of the Act. In no

event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum 1 Special Tax specified in the Rate and Method. 2 **SECTION FOUR:** All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of 3 the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax. 4 **SECTION FIVE:** The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem 6 taxes; provided, however, that the Council may provide for other appropriate methods of 7 collection by resolution(s) of the Council. The City Manager of the City (or the City Manager's designee) is hereby authorized and directed to provide all necessary information to the 8 auditor/tax collector of the County of Solano in order to effect proper billing and collection of 9 the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the County of Solano for fiscal year 2022-23 and for each fiscal year thereafter, as set forth above, 10 until no longer required to pay for the Services or until otherwise terminated by the City. 11 **SECTION SIX:** If for any reason any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD, including all territory 12 annexed to the CFD prior to the date hereof, by a court of competent jurisdiction, the balance of this Ordinance and the application of the Special Tax to the remaining parcels within the 13 CFD, including all territory annexed to the CFD prior to the date hereof, shall not be affected. 14 **SECTION SEVEN:** The Mayor shall sign this Ordinance and the City Clerk shall cause the 15 same to be published immediately after its passage at least once in a newspaper of general circulation circulated in the City. 16 **SECTION EIGHT:** This Council affirms the provisions of Ordinance No. 684 except to the 17 extent any terms of such Ordinance are inconsistent with the provisions of this Ordinance, in which case the terms of this Ordinance shall govern. 18 **SECTION NINE:** This Ordinance shall become effective (30) days following its passage and 19 adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation in the City of Suisun City, County of Solano. 20 21 22 23 24 25 26 27 28 Ordinance No. 2023-

1			r Meeting of the City Council of the City of Suisun City May 2023, by the following vote:
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3	AYES: NOES:	Councilmembers:	
4	ABSENT: ABSTAIN:	: Councilmembers:	
5			
6	WIINES	S my hand and the sea	l of said City this 2 <sup>nd</sup> day of May 2023.
7			Anita Skinner
8			City Clerk
9			a Regular Meeting of the City Council of the City of Suisun
10	City duly held	on Tuesday, the 23 <sup>rd</sup> da	y of May 2023, by the following vote:
11	AYES:	Councilmembers:	
12	NOES: ABSENT:	Councilmembers: Councilmembers:	
13	ABSTAIN:	Councilmembers:	
14	WITNES	S my hand and the seal	of said City this 23 <sup>rd</sup> day of May 2023.
15			
16			Anita Skinner
17			City Clerk
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	Ordinance No. 2023-		

Ordinance No. 2023-Adopted May 23, 2023 Page 3 of 3



# Community Facilities District #2

ANNEXATION #16

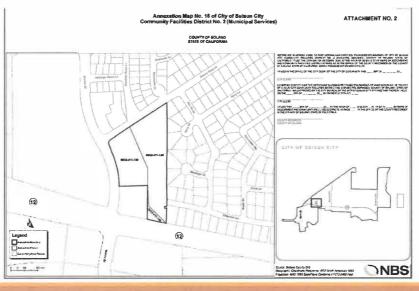
MARINA VILLAGE APARTMENTS

Public Hearing May 2, 2023

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# Community Facilities District #2 — City-Wide Majority of revenue from District goes to Safety Services (Police & Fire) Marina Village Apartments Project LADVINGATION AND STREETS LADVINGATION AND S





# Staff Recommendations

It is recommended that the City Council adopt the following:

- a. Adoption of Resolution No. 2023-\_\_\_: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
- a. Adoption of Resolution No. 2023-\_\_\_\_: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
- a. Council Introduction and Waive Reading of Ordinance No. \_\_\_\_: Levying Special Tax within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

# Questions?

CONDUCT PUBLIC HEARING