

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



CITY COUNCIL MEETING

A G E N D A
REGULAR MEETING OF THE SUISUN CITY COUNCIL,
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, AUGUST 8, 2023
6:30 PM

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

NOTICE

Pursuant to Government Code Section 54953(b) the following City Council meeting includes teleconference participation by:

- *Mayor Pro Tem Princess Washington: Manchester Grand Hyatt Hotel, 1 Market Pl, San Diego, CA 92101*

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

*ZOOM MEETING INFORMATION:
WEBSITE: <https://zoom.us/join>
MEETING ID: **875 1189 9835**
CALL IN PHONE NUMBER: (707) 438-1720*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 5 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. – 803)
(Next City Council Res. No. 2023 – 110)
Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 06
(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: gfolson@suisun.com).

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 2 Appointment of Voting Delegate and Alternate(s) for the League of California Cities 2023 Annual Conference - (Hernandez: ahernandez@suisun.com).

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

- 3 Council/Board Member Updates.

CONSENT CALENDAR

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

City Council

- 4 Council Adoption of Resolution No. 2023-___: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Quimu Contracting, Inc. for the Sidewalk Gap Closure Project - (Vue: nvue@suisun.com).
- 5 Council Adoption of Resolution No. 2023-___: Amending Citywide Beautification Advisory Committee - (Vue: nvue@suisun.com).
- 6 Council Adoption of Ordinance No. 801: Adopting the 2022 California Building Standards Code (Suisun City Municipal Code Title 15 Building and Construction) - (Bermudez: jbermudez@suisun.com).
- 7 Council Adoption of Ordinance No. 802: Amending City Ordinance Chapter 12.12 Park and Recreation Facilities to the Suisun City Municipal Code - (Lofthus: klofthus@suisun.com).
- 8 Council Adoption of Resolution No. 2023-___: Authorizing the City Manager to Enter into a Contract on the City's Behalf with Melton Design Group for Professional Design and Project Management Services for the Montebello Vista Park Revitalization Project and authorizing the City Manager to approve change orders up to 10% of the original contract amount - (Lofthus: klofthus@suisun.com).

- 9 Council Adoption of Resolution No. 2023-___: Authorizing the Mayor to Sign a Letter of Support for the City of Benicia's Desire to have the State Legislature Pass Special Legislation to Increase the Statutory Sales Tax Limit in Solano County from 9.25% to 9.75% - (Folsom: gfolson@suisun.com).
- 10 Council Adoption of Resolution 2023-___: Approving the Amended and Restated Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Execute It on Behalf of the City - (Penland: cpenland@suisun.com).
- 11 Council Adoption of Resolution No. 2023-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Professional Firefighters' Association (SCPFA) and Authorizing the City Manager to execute it on Behalf of the City - (Penland: cpenland@suisun.com).
- 12 Council Adoption of Resolution No. 2023-___: Amending the Citywide Salary Schedule to Implement the Negotiated Wage Adjustments for Employees and Classifications Represented by the Suisun Professional Firefighters' Association (SCPFA) - (Penland: cpenland@suisun.com).

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

- 13 Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on July 25, 2023 – (Skinner: clerk@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

- 14 Council/Agency Approval of June 2023 Payroll Warrants in the Amount of \$942,194.91 and Council/Agency Approval of the June 2023 Accounts Payable Warrants in the Amount of \$1,375,822.33 - (Finance).

PUBLIC HEARING

City Council

- 15 Public Hearing and Other Proceedings Related to the Formation of Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services) for the Meridian West residential development: - (Vue: nvue@suisun.com)
 - a. Council Adoption of Resolution No. 2023-___: Establishing the Formation of a Community Facilities District; and
 - b. Council Adoption of Resolution No. 2023-___: Calling a Special Election for a Community Facilities District; and
 - c. Council Adoption of Resolution No. 2023-___: Declaring Results of a Special Landowner Election and Directing the Recording of a Special Tax Lien; and
 - d. Council Introduction and Waive Reading of Ordinance No. ___: Authorizing the Levy of Special Taxes in a Community Facilities District.
- 16 Public Hearing and Other Proceedings Related to Annexation No. 17 to Community Facilities District No. 2 (Municipal Services), for the Tractor Supply Co. 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 Communities Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

GENERAL BUSINESS

City Council

- 17 Discussion and Direction on Recreation, Parks, Marina, and Arts (RPMA) Commission Event - (Lofthus: klofthus@suisun.com).
- 18 Discussion and Direction Regarding City Attorney Services - (Folsom: gfolson@suisun.com).

REPORTS: (Informational items only)

- 19 Mayoral Update - (Hernandez: ahernandez@suisun.com).
- 20 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 agendaized 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.

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Council Action Advised by August 28, 2023

DATE: Wednesday, June 21, 2023

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,
Sacramento SAFE Credit Union Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.

New this year, we will host a pre-conference information session for voting delegates to explain their role. Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.



Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](https://calcities.org) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



CITY: _____

2023 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

1. VOTING DELEGATE

Name: _____

Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk: _____ Date: _____ Phone: _____
(circle one) (signature)

Please complete and email this form to votingdelegates@calcities.org by Monday, August 28, 2023.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI, Sec. 5(f).

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AGENDA TRANSMITTAL

MEETING DATE: August 8, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-__: Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with Quimu Contracting, Inc. for the Sidewalk Gap Closure Project.

FISCAL IMPACT: The construction of the Sidewalk Gap Closure Project (Project) would have no fiscal impact on the General Fund. The Project is being funded by Transportation Fund for Clean Air (TFCA) funding in the amount of \$95,000. These funds have no match requirement. TFCA funding is part of Solano County’s funding allocation from the Bay Area Air Quality Management District (BAAQMD) monies for clean air projects. Solano Transportation Authority (STA) determines what projects will receive these funds and then distributes the funds to awarded agencies within Solano County.

STRATEGIC PLAN: Provide Good Governance and Enhance the Environment.

BACKGROUND: Suisun City was selected by STA to receive TFCA funds for this Safe Routes to School Project (SR2S). The new Project is a SR2S project for Crystal Middle School and it is also a Safe Routes to Transit (SR2T) Project as it will also serve the Suisun City Train Depot. The Project will fill in the gap in the sidewalk system around the parcel located at the southeast corner of Marina Boulevard and Buena Vista Drive. Affordable apartments (Marina Village Apartments) are currently being constructed on this parcel. The City has conditioned the apartment project to construct one-half of the 10-foot-wide sidewalk planned along the apartment project frontage areas and the City will construct the other half. The Project is located specifically along the south side of Buena Vista Avenue from a point approximately 100 feet west of Rio Verde to Marina Boulevard, as well as along the east side of Marina Boulevard from Buena Vista Avenue to a point approximately 320 feet south of Buena Vista Avenue.

STAFF REPORT: The construction bid documents for the Project were advertised in the Daily Republic newspaper on the following days: a) July 5, 2023, and b) July 12, 2023.

Bids were due on July 27, 2023, at 2:00 PM. Six (6) bids were received and read aloud immediately following the submittal deadline.

The Engineer’s Cost Estimate for the Project is \$86,000. The six (6) received bids are as follows:

- Quimu Contracting, Inc. \$74,900
- Villalobos & Associates \$75,750
- Nor-Cal Concrete \$77,300
- FBD Vanguard Construction, Inc. \$79,718
- MCE Corporation \$88,000
- Kerex Engineering \$98,000

The bid submitted by Quimu Contracting, Inc. represents the lowest bid received for the Project and

was determined by staff to be a responsive bid.

The TFCA allocation of \$95,000 will be enough to cover the construction contract for this Project without any need for City funds; therefore, staff recommends awarding the construction contract in the amount of \$74,900 to Quimu Contracting, Inc. including a contingency in the amount of the remaining balance of \$20,100 in the construction budget towards in-house inspections, in-house construction management, and addressing unforeseen items

STAFF RECOMMENDATION: Adopt Resolution No. 2023-___: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Quimu Contracting, Inc. for the Sidewalk Gap Closure Project.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-___: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Quimu Contracting, Inc. for the Sidewalk Gap Closure Project.
 2. Sidewalk Gap Closure Project Construction Agreement
 3. Project Location Map.
-

PREPARED BY:

Nick Lozano, Sr. Associate Engineer

REVIEWED BY:

Nouae Vue, Public Works Director

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. [Resolution Authorizing City Manager to Enter into Contruction Contract with Quimu Contracting Inc for the Sidewalk Gap Closure Project.pdf](#)
2. [Sidewalk Gap Closure Project Construction Agreement.pdf](#)
3. [Sidewalk Gap Closure Project Location Map.pdf](#)

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WHEREAS, the City’s Sidewalk Gap Closure Project (Project) has been awarded Transportation Fund for Clean Air (TFCA) funding in the amount of \$95,000 for construction; and

WHEREAS, the funding allocation covers construction of the Project, including City staff charges and other associated construction costs, and the TFCA funding does not require matching funds; and

WHEREAS, the construction bid documents for the Project were advertised on July 5, 2023 and July 12, 2023; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to enter into a construction contract on behalf of the City with Quimu Contracting, Inc. for the Sidewalk Gap Closure Project in the amount of \$74,900, including a contingency in the amount of the remaining balance of \$20,100 in the construction budget towards in-house inspections, in-house construction management, and addressing unforeseen items, and to take any and all necessary and appropriate actions to implement this contract.

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

Anita Skinner, City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of Suisun City, California, hereinafter called "City", and _____ hereinafter called "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I

For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City said Contractor agrees with said City to perform, and complete in a workmanlike manner all work required under the City's Drawings and Specifications entitled:

Sidewalk Gap Closure Project

in accordance with the Specifications and Drawings therefore, to furnish at his own expense all labor, materials, equipment and services as may be stipulated in said Specifications to be furnished by said City, and to do everything required by this Agreement and the said Specifications.

ARTICLE II

For furnishing all said labor, materials, equipment, tools and services, installing sidewalk, and doing everything required by this Agreement and the said Specifications; also, for all losses and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also, for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said City; and for completing the work in accordance with the requirements of said Drawings and Specifications as directed by the Engineer, said City will pay and said Contractor shall receive, in full compensation therefore, the price(s) named in the Proposal.

ARTICLE III

The City hereby employs said Contractor to perform the work according to the terms of this Agreement for price(s) named in the Proposal, and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV

The Notice to Contractors, Special Notice, Special Provisions Book, Bidder's Book including the Proposal, and Information Required of Bidder, along with the Contract Documents and all addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF SUISUN CITY, CALIFORNIA

By _____
(City Manager)

_____(SEAL)
(City Clerk)

CONTRACTOR

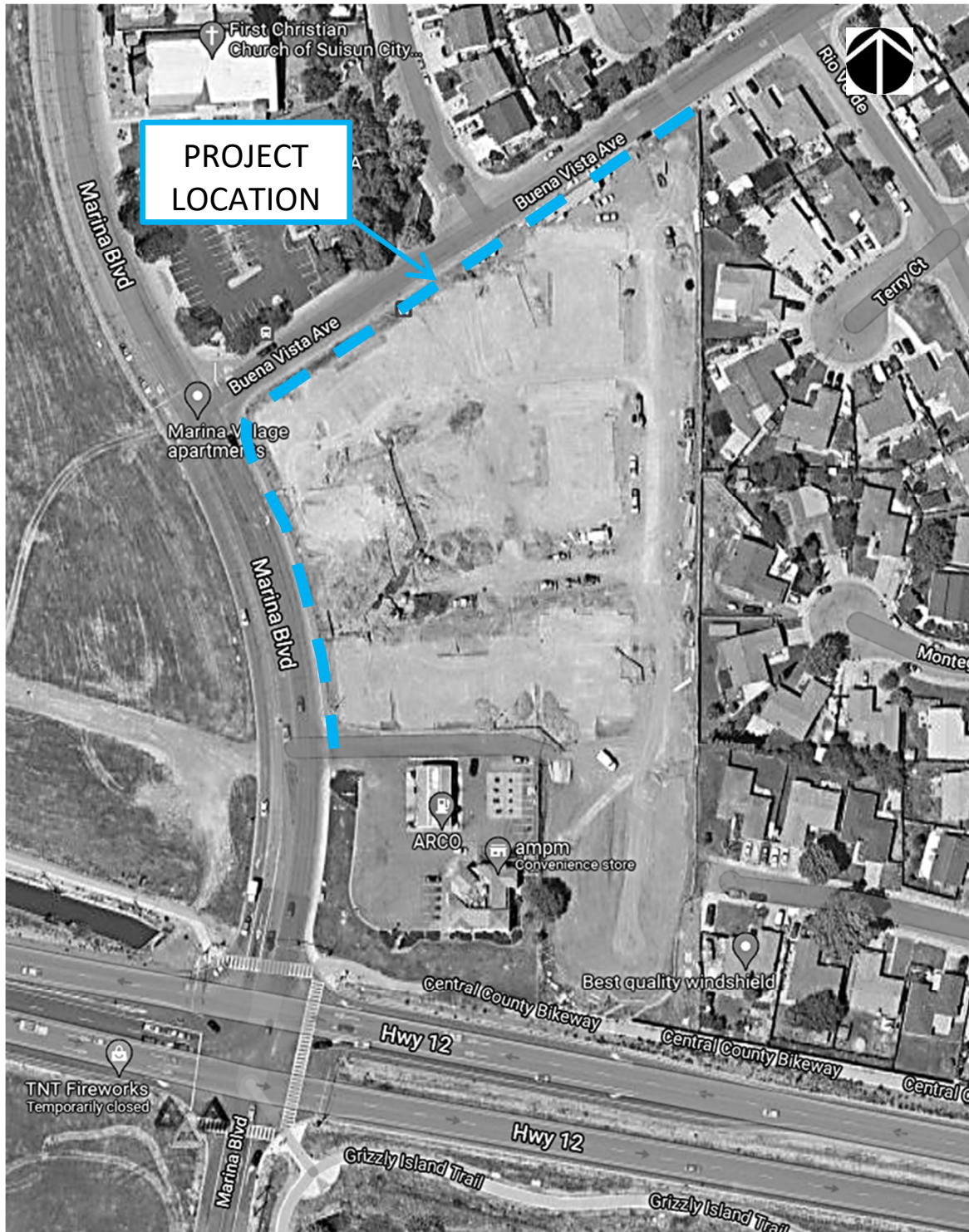
(Contractor)

By _____
(Signature)

(Title)

PROJECT LOCATION MAP

Sidewalk Gap Closure Project



AGENDA TRANSMITTAL

MEETING DATE: August 8, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Amending the Citywide Beautification Advisory Committee.

FISCAL IMPACT: There is no impact to the General Fund from this item. There are no fiscal impacts associated with updating.

STRATEGIC PLAN: Provide Good Governance. Ensure Public Safety. Enhance Environment.

BACKGROUND: On February 19, 2019, the City Council endorsed the creation of several Citizen Advisory Committees. The created Committees included the following: Public Safety, Environment and Climate, and Landscaping & Lighting District.

On March 29, 2022, the City Council dissolved the Landscaping & Lighting District Advisory Committee (Committee had been re-named Community Advisory Committee).

On May 31, 2022, the formation of a Beautification Advisory Committee was brought before Council for Discussion and Direction. Comments and suggestions were received in-person from the public. Additional comments and suggestions were also received via email.

On July 26, 2022, a proposed Citywide Beautification Advisory Committee (Committee) was brought before Council for adoption. City Council discussed the Committee's purpose, mission, visions, responsibilities, and appropriate number of Committee members. Staff was directed to bring the topic back for further Discussion and Direction at future Council Meeting.

On January 3, 2023, City Council expressed its desire to move forward with the formation of a Citywide Beautification Advisory Committee and additionally provided staff with guidance regarding Committee supporting topics (listed above). At this meeting, Council determined that the Committee should contain seven (7) Committee members.

On April 18, 2023, Council formed a Citywide Beautification Community Advisory.

STAFF REPORT: Since the formation of the Citywide Beautification Advisory Committee (Committee), the Mayor has requested the refinement of several items within Exhibit A. To that end, the following additions and/or updates have been made to Exhibit A:

- ADDITION TO (B) – The Public Works Director or their designee shall also attend the Committee meetings.
 - UPDATE TO (B) – Public Works staff will create meeting agendas and will take meeting notes.
 - UPDATE to H-(a) – Updated wording relating to how Committee members will be appointed.
-

STAFF RECOMMENDATION:

It is recommended that the City Council adopt: Amending the Citywide Beautification Advisory Committee.

DOCUMENTS ATTACHED:

1. Resolution 2023-__: Amending the Citywide Beautification Advisory Committee.
2. Exhibit A – Redline.
3. Exhibit A – Clean.

PREPARED BY:

Amanda Dum, Management Analyst II

REVIEWED BY:

Nouae Vue, Public Works Director

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. [Resolution Amending the Citywide Beautification Advisory Committee.pdf](#)
2. [Exhibit A - Redline.pdf](#)
3. [Exhibit A - Clean.pdf](#)

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RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AMENDING THE CITYWIDE BEAUTIFICATION ADVISORY COMMITTEE**

WHEREAS, the Council has determined the formation of a new Citywide Beautification Advisory Committee (Committee) is in the best interest of the City and its residents, and this Committee was created by Council at the April 18, 2023 meeting; and

WHEREAS, the Council’s purposes in establishing the new Citywide Beautification Advisory Committee are their desire to foster a culture of civic engagement as part of Suisun City’s form of governance and their desire to improve the visual appearance of the City; and

WHEREAS, Exhibit A was found to require minor updates and additions to ensure clarity on how the Committee will be formed and managed.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Suisun Herbey approves amendments to the Advisory Committee as provided for in Exhibit A.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 8th day of August 2023, by the following vote:

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

WITNESS my hand and the seal of said City this 8th day of August 2023.

Anita Skinner
City Clerk

Exhibit A

Citywide Beautification Advisory Committee

Purpose and Mission:

Citywide Beautification Advisory Committee of Suisun City. The Committee's purpose shall enhance the quality of life in the community by focusing on the following functions:

- Identify sites in need of beautification (i.e., public areas and public arts).
- Engage and educate the public on how beautification strengthens our sense of community and pride.
- Coordinate public volunteer clean-up events.
- Work with civic groups and government agencies in rehabilitating public areas.
- Develop and implement annual Beautification Awards Program for property and business owners who beautify their properties.

The structure of the Citywide Beautification Advisory Committee shall be as follows:

- A. The Committee shall be a "Standing Committee" as defined by the Brown Act as one which has "continuing subject matter jurisdiction." Therefore, it is subject to the Brown Act's notice and posting requirements. Standing Committees do not have to establish a "regular meeting time and place" but must meet in public and post notices of their meetings.
- B. ~~Committee shall appoint a member or members who~~ Public Works staff will be responsible for 1) taking and maintain meeting notes and 2) creating meeting agendas. Public Works Director or their designee shall also attend the Beautification Committee meeting.
- C. The Committee shall hold monthly meetings with the exception of December and July. The meetings will take place at a City Building and at a time convenient for its members and allow for maximum community participation.
- D. The Agenda shall be properly noticed and posted at City Hall and on Suisun.com.
- E. The Committee members are not limited to 18 years old and older.
- F. The Committee shall serve as an Advisory Committee to both the City Council and to City Commissions. Once a consensus of the Committee is reached, they will submit any findings, reports, accomplishments, and/or comments to the City Council on a quarterly basis. All such reports and findings are to be solely advisory in nature. On occasion, the City Council or Commission may direct the Committee to review a particular item and may request a report with a specific date or time certain. In either case, the Committee would be subject to the same regular agenda process for appearing before the City Council or Commission.
- G. The Committee shall submit a list of areas of priority focus to Council for consideration.
- H. The Committee appointment shall be for two-years, expiring March 31 or every odd numbered year, and determined based on the specific Committee and confirmed by the full City Council.

- ~~a. Citywide Beautification Advisory Committee: Seven (7) member committee with each member appointed by a member of the Council, with the Mayor having two (2) appointments.~~
- a. Citywide Beautification Advisory Committee: 7-Member board with each member appointed by a member of the Council, with the Mayor having two appointments. The Chair and 7th member of the Committee will be a current City Council member appointed by the Mayor. The Vice Chair will be selected by vote of the members of the Committee annually.

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AGENDA TRANSMITTAL

MEETING DATE: August 8, 2023

CITY AGENDA ITEM: Council Adoption of Ordinance No. 801: Adopting the 2022 California Building Standards Code (Suisun City Municipal Code Title 15 Building and Construction).

FISCAL IMPACT: There is no fiscal impact associated with this item.

STRATEGIC PLAN: Ensure Public Safety and Provide Good Governance.

BACKGROUND: The building codes have now been republished as the 2022 edition. In the State process, certain model codes published by organizations such as the International Code Council, International Association of Plumbing and Mechanical Officials, National Fire Protection Association, etc., are reviewed and amended by the California Building Standards Commission (CBSC). The CBSC has completed this process and the body of codes known collectively as the 2022 California Building Standards Code has been published. It is appropriate, therefore, that the Suisun City Code be amended to update its references to the latest building and fire code editions. This is primarily a housekeeping measure to change titles and references in our City Code to correspond correctly to the new or revised sections in the CBSC.

At their regular meeting of July 18, 2023, the City Council introduced and waived reading of the subject ordinance by a vote of 4-0.

STAFF REPORT: The Suisun City Code includes by reference the building codes and standards collectively known as the CBSC. This body of codes includes the building code, plumbing code, mechanical code, electrical code, fire code, and other supporting documents. Periodically the California Building Standards Commission publishes an updated edition of the CBSC. The 2022 Edition was published in July of 2022 and became effective in January 2023. The Suisun City Code will now be updated to reference the newest editions of the various codes and make other needed administrative changes.

If adopted, the subject ordinance would take effect in 30 days.

Staff has provided both a clean and "redlined" version of the ordinance as attachments to this staff report for reference.

STAFF RECOMMENDATION: Adopt Ordinance No. 801: Adopting the 2022 California Building Standards Code (Suisun City Municipal Code Title 15 Building and Construction).

DOCUMENTS ATTACHED:

1. Building Code Ordinance
 2. Building Code Ordinance Strikethrough
-

PREPARED BY:

John Kearns, Principal Planner

REVIEWED BY:

Jim Bermudez, Development Services Director

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. [Building Code Ordinance.pdf](#)
2. [Building Code Ordinance - Strikethrough.pdf](#)

ORDINANCE NO. 801

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING THE 2022 CALIFORNIA BUILDING STANDARDS CODE (SUISUN
CITY MUNICIPAL CODE TITLE 15 BUILDING AND CONSTRUCTION)

WHEREAS, the State Building Standards Commission adopted the 2022 California Building Standards Code, codified in Title 24 of the California Code of Regulations; and

WHEREAS, the City Council of the City of Suisun City (the “City”) wishes to update the rules and regulations governing building and construction in the City limits to reflect the new 2022 California Building Standards Code, California Code of Regulations Title 24 (“CBSC”); and

WHEREAS, the City would like to make certain amendments to the 2022 CBSC in order to address the health and safety issues of the City’s local climatic, geological or topographical conditions; and

WHEREAS, before making changes to the CBSC pursuant to Health and Safety Code Section 17958.5, Health and Safety Code Section 17958.7 requires the City to make express findings that such changes are reasonably necessary because of local climatic, geological or topographical conditions; and

The City Council of the City of Suisun City does ordain as follows:

SECTION 1. Findings. The City finds it is necessary to adopt local amendments to the following subcodes of the CBSC: Building Code, Mechanical Code, Electrical Code, Plumbing Code, Fire Code, Administrative Code, Energy Code, Green Building Standards Code, Historical Building Code, and Existing Building Code. These local amendments have been evaluated and recognized by the City as tools for addressing problems with building construction in the City of Suisun City, which are aimed at establishing and maintaining an environment that will afford the City a high level of fire and life safety to all those who work live and play within the City’s boundaries. The City finds as follows:

- A. The City, pursuant to the authority granted it under California Health and Safety Code Sections The City Council hereby adopts pursuant to Sections 17958.5 and 18941.5 of the California Health and Safety Code, the following findings of fact: (a) Under this adopting ordinance, has determined that there is a need to establish specific amendment building standards that have been established which are more restrictive of nature than those adopted by the State of California (State Buildings Standards Code, State Housing & Community Development Codes) commonly referred to as and found in Title 24 & and Title 25 of the California Code of Regulations. These new building standards amendments have been determined and recognized by the City of Suisun City to address the problems, concerns, and future direction by which the City can establish and maintain an environment that will afford an appropriate level of fire and life safety to all who live and work within its boundary.

B. Under the provisions of Sections 17958.5 and 18941.5 of the Health and Safety Code, the amendment of state building standards at the local level must be reasonably necessary due to local amendments are based on local climatic, topographical, and/or geological conditions and the City must make express findings in this regard. The Council has determined that the following findings of fact contained herein address each of these situations and present the local climatic, topographical, and/or geological conditions, situation, which either singularly or in combination, that have caused the aforementioned amendments to be adopted:

1. CLIMATIC

- a. The City of Suisun City the Suisun City area has extreme variations in weather patterns: wind, summers are arid and hot, winters are cool to freezing, and fall and spring can bring any combination of weather patterns together. As a result, the climate in the Suisun City area can have a great influence on fire behavior and other major emergency events in the City.

Code Section	Local Condition:
Building Code Sections 903.2, 905.3.1, 1505.1, 1511.1, Fire Code Sections 903.2 and 905.3.1 California Residential Code Section R902.1 and R908.1 (SCMC § 15.04.190)	1a

SECTION 2. **Suisun City Municipal Code Amendment – Chapter 15.04.** Chapter 15.04 of the Suisun City Municipal Code “Permits – Uniform Codes” is hereby amended as follows:

15.04.010 Purpose.

This chapter is enacted for the purpose of adopting rules and regulations pursuant to the State Housing Law and the Health and Safety Code, for the protection of the public health, safety and general welfare of the occupant and the public governing the creation, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court area, sanitation, ventilation and maintenance of any building used for human habitation; provided, however, that nothing in the codes adopted in this chapter shall be construed to prevent any person from performing his own building, mechanical, plumbing or electrical work when performed with the permits in compliance with this chapter.

15.04.020 Definitions.

Whenever any of the following names or terms are used in this chapter or in any of the codes adopted by reference by this chapter, unless the context directs otherwise, such names or terms so used shall have the meaning ascribed thereto by this section:

1 A. "Board of appeals," "housing advisory and appeals board" and any other reference
2 to the appellate body, mean the Board of Appeals for the City of Suisun City made up
3 of five (5) Building Official members of the Napa-Solano Chapter of the International
4 Code Council (NSICC) chosen on a case by case basis. The NSICC, an organization of
5 Building Officials, Building Inspectors, and Construction Industry personnel, was
6 formed in 1978 to help maintain consistent and uniform code enforcement and code
7 interpretation within the jurisdictions of Napa and Solano counties. Building Officials
8 from jurisdictions within Napa and Solano counties and neighboring counties are
9 members of the NSICC. Building Official members of the NSICC are well versed in
10 the technical and administrative provisions of construction codes.

11 B. The "Accessibility Appeals Board" shall mean the Board of Appeals for the City of
12 Suisun City plus an additional two members having demonstrated experience dealing
13 with accessibility standards and their applications, appointed on a case by case basis.

14 C. All decisions by the Board of Appeals and by the Accessibility Appeals Board shall
15 be submitted in writing to the City Council for final review. All actions found by the
16 City Council to be based on incomplete or inadequate analysis shall be referred back to
17 the appropriate board for further deliberations.

18 D. "Building official," "plumbing official," "chief," "electrical inspector," "fire code
19 official," "administrative authority" and similar references to a chief administrative
20 position mean the Chief Building Official of the city of Suisun City; provided, however,
21 that:

22 1. Where such terms are used in connection with those duties imposed by statute
23 or ordinance upon the county health officer the terms shall include the county
24 health officer;

25 2. For the purpose of implementing the Uniform Code for the Abatement of
26 Dangerous Buildings the term "authorized representative" of the "building
27 official" shall refer to and include the director of environmental health and such
28 personnel of the Solano County department of environmental health as he may
designate.

E. "Building department," "electrical department," "plumbing department,"
"department of fire prevention", "office of administrative authority" or "housing
department" means the building department of the city.

F. "City clerk" means the ex officio clerk of the city council.

G. "City council" or "mayor" means the governing elected officials of the city of Suisun
City.

1 H. "Fire chief" means the chief of the fire department of the city wherein a particular
2 building is or is to be located, or, for any area not within the city limits, the same shall
mean the county fire warden designated by the board of supervisors.

3 I. "Safety assessment" is a visual, non-destructive examination of a building or structure
4 for the purpose of determining the condition for continued occupancy.

5 **15.04.030 Uniform codes adopted.**

6 Subject to the modifications and amendments contained in this chapter, the following
7 primary and secondary codes are adopted and incorporated into the codes of the city by
8 reference and as having the same legal effect as if their respective contents were set
forth in this chapter and which may be amended and/or corrected from time to time:

9 A. The 2022 California Building Code (CBC) which references the International
10 Building Code 2021 Edition as published by the International Code Council, Inc, and
state amendments.

11 B. The Uniform Housing Code, 1997 Edition, as published by the International Code
12 Council, is adopted by reference as the housing code of the city.

13 C. The 2022 California Plumbing Code which references the Uniform Plumbing Code,
14 2021 Edition, together with the appendices thereto, and state amendments as published
15 by the International Association of Plumbing and Mechanical Officials is adopted by
reference as the plumbing code of the city.

16 D. The 2022 California Electric Code which references the National Electrical Code,
17 2020 Edition, as published by the National Fire Protection Association and state
18 amendments is adopted by reference as the electrical code of the city.

19 E. The 2022 California Mechanical Code which references the Uniform Mechanical
20 Code, 2021 Edition, together with the appendices thereto, as published by the
International Conference of Building Officials, and state amendments, is adopted by
21 reference as the mechanical code of the city.

22 F. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, as
23 published by the International Code Council, is adopted by reference as the dangerous
24 buildings code of the city, with Section 205 amended as follows: Section 205.1. In order
to provide for final interpretation of provisions of this code and to hear appeals provided
25 for hereunder, there is hereby established a Board of Appeals as defined in City Code
Section 15.04.020. The Building Official shall be an ex officio member of and shall act
26 as secretary to said Board. The Board shall adopt reasonable rules and regulations for
conducting its business and shall render all decisions and findings in writing to the
27 appellant, with a copy to the Building Official. Appeals to the board shall be processed
in accordance with the provisions contained in Section 501 of this code. Copies of all
28

1 rules or regulations adopted by the Board shall be delivered to the Building Official,
2 who shall make them freely accessible to the public.

3 G. The California Referenced Standards Code, 2022 Edition, together with appendices
4 thereto, as published by the International Code Council, with state amendments, is
5 adopted by reference as the building standards of the city.

6 I. The 2022 California Fire Code which references the International Fire Code, 2021
7 Edition as published by the International Code Council, is adopted by reference as the
8 fire code of the city, together with the Administrative Chapters 1, 2, and Appendix B,
9 Appendix C, Appendix D and Appendix E is adopted by reference as the fire code of
10 the city.

11 J. The Uniform Administrative Code, 1997 edition, as published by the International
12 Conference of Building Officials, is adopted by reference as the administrative code of
13 the city.

14 K. The 2022 California Building Standards Administrative Code, as published by the
15 California Building Standards Commission, is adopted by reference as the building
16 standards administrative code of the city.

17 L. The 2022 California Residential Code with Appendices AH, AJ, AX (CRC),
18 incorporating the 2021 edition of the International Residential Code, as published by
19 the International Code Council, is adopted by reference as the residential code of the
20 city.

21 M. The 2022 California Green Building Standards Code, as published by the California
22 Building Standards Commission, is adopted by reference as the green building standards
23 code of the city.

24 N. The 2022 California Existing Building Code, as published by the California Building
25 Standards Commission, is adopted by reference as the existing building code of the city.

26 J. The 2022 California Historical Building Code, as published by the California
27 Building Standards Commission, is adopted by reference as the historical building code
28 of the city.

15.04.040 Copies of adopted codes.

The Building Official shall maintain at least one copy of each primary code adopted by
reference, and each secondary code pertaining thereto, The Building Official shall
maintain a least one copy of each primary code adopted by reference at the building
inspection office for public inspection while this Ordinance is in force.

1 **15.04.050 Utility connections.**

2 It is unlawful for any person, including utility companies, to connect electric power lines
3 or liquefied petroleum gas or natural gas sources permanently to any building or
4 structure for which a permit is required by this chapter until the final inspection has been
5 made and the approval signed by the building inspector. This section shall not prohibit
6 the erection and use of temporary power poles approved by the power company during
7 the course of construction, when approved by the building official.

8 **15.04.060 Encroachment or grading.**

9 No building permit shall be issued for which an encroachment or grading permit is
10 required, unless and until the requirements prerequisite to the encroachment or grading
11 permit have been met.

12 **15.04.070 Conformance of construction to law.**

13 No building permit shall be issued unless and until the building official is satisfied that
14 the construction authorized by the permit will not violate any existing law or ordinance.

15 **15.04.075 Construction work hours.**

16 It shall be the responsibility of anyone engaging in construction or demolition work to
17 restrict the hours of work activity on the site as follows.

- 18 A. No construction equipment shall be operated nor any outdoor construction, non-
19 residential projects or repair work shall be permitted within 600 feet from any
20 occupied residence except during the hours of 7:00 a.m. to 8:00 p.m., Monday
21 through Friday, and 8:00 a.m. to 8:00 p.m., on Saturday and Sunday.
- 22 B. Construction work hours on residential projects shall be from 7:00 a.m. to 8:00 p.m.
- 23 C. A request for an exception to the permitted construction hours and days may be
24 granted by the chief building inspector for emergency work, to offset project delays
25 due to inclement weather, for 24-hour construction projects, or other similar
26 occurrences.
- 27 D. City projects determined by the director of public works to be emergencies shall be
28 exempt from these provisions.
- E. For construction work hours for earthwork, trenching, concrete or paving see Section
 15.12.320.
- F. Interior work which would not create noise or disturbance noticeable to a reasonable
 person of normal sensitivity in the surrounding neighborhood shall not be subject to
 these restrictions.

1 **15.04.080 Adoption or amendment procedure.**

2 A. The building official shall review all codes newly adopted by the state pursuant to
3 the State Housing Law, Section 17910 et seq. of the Health and Safety Code and shall:

- 4 1. Report such newly adopted codes to the city council and advise the board to
5 schedule a hearing not less than ninety days from the date of report; and
6 2. Place copies of the codes to be considered by the board in the office of the
7 city council, and in the building department for review by the general public.

8 B. The city council shall, upon the advice of the building official, schedule such public
9 hearing to receive public testimony on the codes to be adopted by the board.

10 C. The clerk of the city council shall give notice of the time, place and subject matter of
11 the public hearing scheduled on the matter by the council posting in three public places
12 due to the fact that no newspaper is published or printed within the city limits.

13 D. The city council shall hold such public hearing at the date and time scheduled, and
14 shall then adopt the code with amendments, if any.

15 **15.04.090 Violations and penalties.**

16 A. It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter,
17 repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any
18 building, structure or building service equipment or cause or permit the same to be done
19 in violation of this chapter.

20 B. Any person, firm, corporation or other entity which violates any of the provisions of
21 this chapter including any of the codes adopted by reference, or who violates or fails to
22 comply with any order made thereunder, or who builds in violation of any detailed
23 statement of specification of plans submitted and approved thereunder, or any certificate
24 or permit issued thereunder, and from which no appeal has been taken, or who fails to
25 comply with such an order as affirmed or modified by the city council or by a court of
26 competent jurisdiction shall be guilty of an infraction unless otherwise provided in this
27 code.

28 C. Any person, firm, corporation or other entity which is guilty of an infraction under
 this chapter shall be punished by:

1. A fine not exceeding one hundred dollars for the first violation;
 2. A fine not exceeding five hundred dollars for a second or subsequent
 conviction within one year.

 Any failure to correct the condition for which the infraction is imposed within a period
 of seven days after the issuance of a citation, and for each seven-day period thereafter

1 may be treated as a separate and additional violation subject to the same penalties set
2 forth herein.

3 In addition to the penalties set forth above, any violation beyond the third conviction
4 within a one-year period or any willful violation of this section which creates an
5 immediate threat to the health, safety or welfare of the members of the public or the
6 occupants of any structure in violation of this section may be charged as a misdemeanor
7 punishable as provided in Chapter 1.08.

8 D. In addition to the penalties set forth herein, any person, firm, corporation or other
9 entity guilty of a violation of this chapter shall be liable for such costs, expenses and
10 disbursements paid or incurred by the city in correction, abatement and prosecution of
11 the violation.

12 **15.04.095 Enforcement.**

13 A. Pursuant to Section 836.5 of the California Penal Code, the chief building official,
14 any deputy or assistant building official, agent or other employee of the building
15 department of Suisun City is authorized to enforce the provisions of this chapter and to
16 arrest or issue citations to violators thereof.

17 B. The city manager shall have the power to designate by written order that particular
18 officers and other individuals shall be authorized to enforce particular provisions of this
19 chapter as described in subsection A of this section in addition to those persons set forth
20 therein.

21 **15.04.100 Building permit-business license required.**

22 A. Any contractor or subcontractor who applies for permits to do work within the city
23 limits of the city shall be denied permits if he does not possess current valid city business
24 licenses.

25 B. Any permits issued in error to anyone not licensed by the city shall be revoked until
26 such time as all fees are paid and licenses are valid.

27 **15.04.110 Building permit-application-plans and specifications.**

28 A. Applications are to be signed by the property owner or a duly licensed contractor,
engineer or architect.

B. With each application for a building permit, and when required by the building
official for enforcement of any provisions of this chapter, three sets of plans and
specifications shall be submitted. The building official may require plans and
specifications to be prepared and designed by an engineer or architect licensed by the
state to practice as such.

1 **15.04.120 Building permit-professional designs required.**

2 All structures or buildings classified in Occupancy Groups A, B, E, F, H, I, M, S and R-
3 1 shall be designed in accordance with the Building and Professional Codes of the state
4 of California.

5 **15.04.130 Building permit-term-retention of plans.**

6 A. Permits for all occupancy groups shall be valid for two years from the date of their
7 issuance provided that the time limits of starting work or work stoppage are met. The
8 permit documents and plans or a retrievable document image of the permit documents
9 and plans will be retained as a permanent record for the life of the structure.

10 **15.04.140 Building permit fees.**

11 Building permit fees shall be prescribed in the Master Fees Schedule except buildings
12 shall be valued as determined by the Building Official. The value to be used in
13 computing the building permit and building plan review fees shall be the total value of
14 all construction work for which the permit is issued, as well as all finish work, painting,
15 roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing
16 systems and any other permanent equipment.

17 **15.04.150 Fees for plan checking, inspections and/or related permits.**

18 The city council shall establish a schedule of fees, as found in the master fee schedule,
19 to be charged and collected for plan checking, inspection services performed, and for
20 the issuance of permits. A copy of these fee schedules shall be kept in the office of the
21 city clerk and shall be available for public inspection in all city offices where permits
22 are issued.

23 **15.04.160 CBC Section 111.1 amended and CRC Section R110.1 - Certificate of
24 occupancy Required.**

25 CBC Section 111.1 and CRC Section R110.1 shall be amended to add:
26 No building or structure shall be used or occupied whole or in part without a certificate
27 of occupancy. Such a certificate shall not be issued until compliance with all city
28 requirements has been met. Certificates presuming to give authority to violate or cancel
29 the provisions of this code or other ordinances of the jurisdiction shall not be valid.
30 Occupying or using a structure without this approval constitutes a public nuisance.

31 **15.04.170 CBC Section 111.1 amended and CRC Section R110.1 - Certificate of
32 Occupancy - Requirements.**

33 CBC Section 111.1 and CRC Section R110.1 shall be amended to add:

1 A certificate of occupancy shall not be issued until all applicable city ordinances,
2 resolutions, regulations and the conditional use permit conditions have been complied
3 with.

4 **15.04.180 CBC Section 110.3.12 amended and CRC Section R109.1.6 Final
5 inspection.**

6 CBC Section 110.3.12 and CRC Section R109.1.6 shall be amended to read as follows:

7 Final Inspection: To be made after final grading and the building is completed and ready
8 for occupancy. This shall mean all electrical, plumbing and mechanical complete and
9 ready for occupancy, as well as all floor covering installed and painting completed, as
10 well as any required exterior landscaping complete with house, sidewalks and streets
11 cleaned.

12 **15.04.190 California Building Code and California Residential Code amended
13 roofing.**

14 CBC Sections 1512.1 and CRC Section R902.1 and 908.1 are amended as follows:

15 CBC Sec. 1505.1 and CRC Section R902.1 is amended to add the following:
16 All materials applied as roof covering shall have a fire rating of class "B" or better.

17 CBC Sec. 1512.1 and CRC Section-R908.1 Re-roofing, is amended to add the
18 following:

19 All materials applied as roof covering for re-roofing shall have a fire rating of class
20 "B" or better, when 50% or more of an existing roof is replaced within 1 year.

21 A. Section 903.2 is amended to read as follows:

22 **903.2 Where required.** Approved automatic sprinkler systems in new buildings and
23 structures, in which the total floor area of all floors exceeds five thousand (5,000)
24 square feet, shall be provided in the locations described in Section 903.2.1 through
25 903.2.12 and Sections 903.2.14 through 903.2.21.

26 B. Section 905.3.1 is amended to read as follows:

27 **905.3.1 Height.** *In other than Group R-3 and R-3.1 occupancies, Class III standpipe
28 systems be installed throughout at each floor where any of the following occur:*

1. *Buildings where the floor level of the highest story is located more than 30 feet
(9144 mm) above the lowest level of fire department vehicle access.*
2. *Buildings that are three or more stories in height.*
3. *Buildings where the floor level of the lowest story is located more than 30 feet
(9144 mm) below the highest level of fire department vehicle access.*

1 4. *Buildings that are two or more stories below the highest level of fire*
2 *department vehicle access.*

3 **Exceptions:**

- 4 1. Class I standpipes are allowed in buildings equipped throughout with an
5 automatic sprinkler system in accordance with Section 903.3.1.1 or
6 903.3.1.2.
7 2. Class I standpipes are allowed in Group B and E occupancies.
8 3. Class I standpipes are allowed in parking garages.
9 4. Class I standpipes are allowed in basements equipped throughout with an
10 automatic sprinkler system.
11 5. Class I standpipes are allowed in buildings where occupant use hose lines
12 will not be utilized by trained personnel or the fire department.
13 6. In determining the lowest level of fire department vehicle access, it shall not
14 be required to consider either of the following:
15 6.1. Recessed loading docks for four vehicles or less.
16 6.2. Conditions where topography makes access from the fire department vehicle to
17 the building impractical or impossible.

18 **15.04.200 California Building Code amended - standard plans.**

19 The following is added to CBC Section 107.1 and CRC R105.3.2:

20 Standard Plans: The Building Official may approve a set of plans for a building or
21 structure as a “standard plan,” provided the applicant has made proper application,
22 submitted complete sets of plans, and paid the Plan Review Fee as required by CBC
23 Section 109 and Uniform Administrative Code Section 304.3.

24 When it is desired to use an approved “standard plan” for an identical structure, two plot
25 plans and one duplicate plan shall be submitted, and Plan Review Fee equal to one-half
26 of the full Plan Review Fee required in Uniform Administrative Code Section 304.3
27 shall be paid at the time application is made for such identical structure. Such duplicate
28 plans shall be compared, stamped, and kept on the job as required by CBC Section
29 107.5. In case of any deviation whatsoever from this standard plan, complete plans,
30 together with a full Plan Review Fee, shall be submitted for the proposed work, as
31 required by Section 107.3, 107.4 and 108 respectively.

32 Standard plans shall be valid for a period of one (1) year from the date of approval. This
33 period may be extended by the Building Official when there is evidence that the plan
34 may be used again.

35 **15.04.220 Uniform Administrative Code Section 204 amended- new materials,**
36 **appeals.**

Uniform Administrative Code Section 204 is changed to read:

(a) Appeals, New Materials, Processes, or Occupancies which may require permits.

(b) The City Manager, the Building Official, the Fire Chief, and any other affected person shall act as a committee to determine suitability of alternative materials, processes or responsible interpretations of adopted codes.

(c) When it is claimed that the provisions of any code adopted herein do not apply or that the true intent and meaning has been misconstrued or wrongly interpreted, the applicant may appeal the decision of the committee to the Board of Appeals within thirty (30) days after the committee's written decision.

15.04.230 California Fire Code Section 307.1.1 Prohibited Open Burning

15.04.230 California Fire Code Amendments

The California Fire Code adopted by reference in Section 15.04.030 is amended, modified and revised as set forth in this chapter.

C. Section 307.1.1 is amended to read as follows:

307.1.1 Prohibited Open Burning Open burning is prohibited in the City of Suisun City. Any burning, open or otherwise, that constituted a nuisance which is injurious to health, or is indecent or offensive to the senses, or is offensive, or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited. The fire code official is authorized to order the extinguishment by the owner, occupant, responsible person, or the fire department of any burning that creates or adds to a hazardous or objectionable situation.

D. Section 903.2 is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures, in which the total floor area of all floors exceeds five thousand (5,000) square feet, shall be provided in the locations described in Section 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21.

E. Section 905.3.1 is amended to read as follows:

905.3.1 Height. *In other than Group R-3 and R-3.1 occupancies, Class III standpipe systems be installed throughout at each floor where any of the following occur:*

1. *Buildings* where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access.
2. *Buildings that are three or more stories in height.*
3. Buildings where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.

1 4. *Buildings that are two or more stories below the highest level of fire*
2 *department vehicle access.*

3 **Exceptions:**

- 4 1. Class I standpipes are allowed in buildings equipped throughout with an
5 automatic sprinkler system in accordance with Section 903.3.1.1 or
6 903.3.1.2.
7 2. Class I standpipes are allowed in Group B and E occupancies.
8 3. Class I standpipes are allowed in parking garages.
9 4. Class I standpipes are allowed in basements equipped throughout with an
10 automatic sprinkler system.
11 5. Class I standpipes are allowed in buildings where occupant use hose lines
12 will not be utilized by trained personnel or the fire department.
13 6. In determining the lowest level of fire department vehicle access, it shall not
14 be required to consider either of the following:
15 6.1. Recessed loading docks for four vehicles or less.
16 6.2. Conditions where topography makes access from the fire department
17 vehicle to the building impractical or impossible.

18 **SECTION 3. Filing with the CBSC.** A copy of this Ordinance and Suisun City Municipal
19 Code Chapter 15.04 shall be filed with the California Building Standards Commission in
20 accordance with Health and Safety Code Section 17958.7.

21 **SECTION 4. Severability and Validity.** If any section, subsection, paragraph or sentence of
22 this Ordinance, or any part thereof, is for any reason found to be unconstitutional, invalid or
23 beyond the authority of the City of Suisun City by a court of competent jurisdiction, such
24 decision shall not affect the validity or effectiveness of the remaining portions of this
25 Ordinance.

26 **SECTION 5. Publication.** In accordance with Section 36933 of the Government Code of the
27 State of California, within 15 days after its adoption by the City Council, it shall be published
28 once, together with the names of the Council Members voting thereon, in a newspaper of
general circulation within the City. The approved ordinance shall be posted in three (3) public
places within the City prescribed by ordinance within fifteen (15) days after its passage, there
being no newspaper of general circulation printed and published within the City.

**NOW, THEREFORE, BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF
SUISUN CITY** does hereby make the following findings and approvals.

1. Finds the Project exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) based upon the following finding: The Planning Commission determine that the Project has been adequately analyzed under the provisions of the California Environmental Quality Act (CEQA) and that no further review of the Project under CEQA is required or appropriate.

1 **AND, BE IT FURTHER RESOLVED**, that the City Council adopts the 2022 California
2 Building Standards Code (CBSC).

3 **PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council
4 of the City of Suisun City, California, on this 8th day of July 2023.

5
6 _____
Alma Hernandez, Mayor

7 ATTEST:
8
9 _____

10 Anita Skinner
City Clerk

11
12
13 APPROVED AS TO FORM
14 AND LEGAL CONTENT:
15 _____

16 Aleshire & Wynder, LLP

17 **CERTIFICATION**

18 I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City
19 Council of said City, do hereby certify that the above and foregoing ordinance was introduced
20 at a regular meeting of the said City Council held on July 18, 2023, and passed and adopted at
a regular meeting of said City Council held on August 8, 2023, by the following vote:

21 **AYES:** Councilmembers: _____
22 **NOES:** Councilmembers: _____
23 **ABSENT:** Councilmembers: _____
ABSTAIN: Councilmembers: _____

24 ATTEST:
25
26 _____

27 Alma Hernandez
Mayor

28 Anita Skinner
City Clerk

ORDINANCE NO. 801

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING THE 2022 CALIFORNIA BUILDING STANDARDS CODE (SUISUN
CITY MUNICIPAL CODE TITLE 15 BUILDING AND CONSTRUCTION)

WHEREAS, the State Building Standards Commission adopted the 2022 California Building Standards Code, codified in Title 24 of the California Code of Regulations; and

WHEREAS, the City Council of the City of Suisun City (the “City”) wishes to update the rules and regulations governing building and construction in the City limits to reflect the new 2022 California Building Standards Code, California Code of Regulations Title 24 (“CBSC”); and

WHEREAS, the City would like to make certain amendments to the 2022 CBSC in order to address the health and safety issues of the City’s local climatic, geological or topographical conditions; and

WHEREAS, before making changes to the CBSC pursuant to Health and Safety Code Section 17958.5, Health and Safety Code Section 17958.7 requires the City to make express findings that such changes are reasonably necessary because of local climatic, geological or topographical conditions; and

The City Council of the City of Suisun City does ordain as follows:

SECTION 1. Findings. The City finds it is necessary to adopt local amendments to the following subcodes of the CBSC: Building Code, Mechanical Code, Electrical Code, Plumbing Code, Fire Code, Administrative Code, Energy Code, Green Building Standards Code, Historical Building Code, and Existing Building Code. These local amendments have been evaluated and recognized by the City as tools for addressing problems with building construction in the City of Suisun City, which are aimed at establishing and maintaining an environment that will afford the City a high level of fire and life safety to all those who work live and play within the City’s boundaries. The City finds as follows:

- A. The City, pursuant to the authority granted it under California Health and Safety Code Sections The City Council hereby adopts pursuant to Sections 17958.5 and 18941.5 of the California Health and Safety Code, the following findings of fact: (a) Under this adopting ordinance, has determined that there is a need to establish specific amendment building standards that have been established which are more restrictive of nature than those adopted by the State of California (State Buildings Standards Code, State Housing & Community Development Codes) commonly referred to as and found in Title 24 & and Title 25 of the California Code of Regulations. These new building standards amendments have been determined and recognized by the City of Suisun City to address the problems, concerns, and future direction by which the City can establish and maintain an environment that will afford an appropriate level of fire and life safety to all who live and work within its boundary.

B. Under the provisions of Sections 17958.5 and 18941.5 of the Health and Safety Code, the amendment of state building standards at the local level must be reasonably necessary due to local amendments are based on local climatic, topographical, and/or geological conditions and the City must make express findings in this regard. The Council has determined that the following findings of fact contained herein address each of these situations and present the local climatic, topographical, and/or geological conditions, situation, which either singularly or in combination, that have caused the aforementioned amendments to be adopted:

1. CLIMATIC

- a. The City of Suisun City the Suisun City area has extreme variations in weather patterns: wind, summers are arid and hot, winters are cool to freezing, and fall and spring can bring any combination of weather patterns together. As a result, the climate in the Suisun City area can have a great influence on fire behavior and other major emergency events in the City.

Code Section	Local Condition:
Building Code Sections 1403.4, 903.2, 905.3.1, 1505.1, 1510.1, <u>1511.1</u> , Fire Code Sections 903.2 and 905.3.1 California Residential Code Section R902.1 and <u>R908.1</u> (SCMC § 15.04.190)	1a

SECTION 2. **Suisun City Municipal Code Amendment – Chapter 15.04.** Chapter 15.04 of the Suisun City Municipal Code “Permits – Uniform Codes” is hereby amended as follows (deletions in ~~striketrough~~; additions in **underlined**):

15.04.010 Purpose.

This chapter is enacted for the purpose of adopting rules and regulations pursuant to the State Housing Law and the Health and Safety Code, for the protection of the public health, safety and general welfare of the occupant and the public governing the creation, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court area, sanitation, ventilation and maintenance of any building used for human habitation; provided, however, that nothing in the codes adopted in this chapter shall be construed to prevent any person from performing his own building, mechanical, plumbing or electrical work when performed with the permits in compliance with this chapter.

15.04.020 Definitions.

Whenever any of the following names or terms are used in this chapter or in any of the codes adopted by reference by this chapter, unless the context directs otherwise, such names or terms so used shall have the meaning ascribed thereto by this section:

A. "Board of appeals," "housing advisory and appeals board" and any other reference to the appellate body, mean the Board of Appeals for the City of Suisun City made up of five (5) Building Official members of the Napa-Solano Chapter of the International Code Council (NSICC) chosen on a case by case basis. The NSICC, an organization of Building Officials, Building Inspectors, and Construction Industry personnel, was formed in 1978 to help maintain consistent and uniform code enforcement and code interpretation within the jurisdictions of Napa and Solano counties. Building Officials from jurisdictions within Napa and Solano counties and neighboring counties are members of the NSICC. Building Official members of the NSICC are well versed in the technical and administrative provisions of construction codes.

B. The "Accessibility Appeals Board" shall mean the Board of Appeals for the City of Suisun City plus an additional two members having demonstrated experience dealing with accessibility standards and their applications, appointed on a case by case basis.

C. All decisions by the Board of Appeals and by the Accessibility Appeals Board shall be submitted in writing to the City Council for final review. All actions found by the City Council to be based on incomplete or inadequate analysis shall be referred back to the appropriate board for further deliberations.

D. "Building official," "plumbing official," "chief," "electrical inspector," "fire code official," "administrative authority" and similar references to a chief administrative position mean the Chief Building Official of the city of Suisun City; provided, however, that:

1. Where such terms are used in connection with those duties imposed by statute or ordinance upon the county health officer the terms shall include the county health officer;

2. For the purpose of implementing the Uniform Code for the Abatement of Dangerous Buildings the term "authorized representative" of the "building official" shall refer to and include the director of environmental health and such personnel of the Solano County department of environmental health as he may designate.

E. "Building department," "electrical department," "plumbing department," "department of fire prevention", "office of administrative authority" or "housing department" means the building department of the city.

F. "City clerk" means the ex officio clerk of the city council.

1 G. "City council" or "mayor" means the governing elected officials of the city of Suisun
2 City.

3 H. "Fire chief" means the chief of the fire department of the city wherein a particular
4 building is or is to be located, or, for any area not within the city limits, the same shall
5 mean the county fire warden designated by the board of supervisors.

6 I. "Safety assessment" is a visual, non-destructive examination of a building or structure
7 for the purpose of determining the condition for continued occupancy.

8 **15.04.030 Uniform codes adopted.**

9 Subject to the modifications and amendments contained in this chapter, the following
10 primary and secondary codes are adopted and incorporated into the codes of the city by
11 reference and as having the same legal effect as if their respective contents were set
12 forth in this chapter and which may be amended and/or corrected from time to time:

13 A. The ~~2019-2022~~ California Building Code (CBC) which references the International
14 Building Code ~~2018~~ 2021 Edition as published by the International Code Council, Inc,
15 and state amendments.

16 B. The Uniform Housing Code, 1997 Edition, as published by the International Code
17 Council, is adopted by reference as the housing code of the city.

18 C. The ~~2019-2022~~ California Plumbing Code which references the Uniform Plumbing
19 Code, ~~2018~~ 2021 Edition, together with the appendices thereto, and state amendments
20 as published by the International Association of Plumbing and Mechanical Officials is
21 adopted by reference as the plumbing code of the city.

22 D. The ~~2019-2022~~ California Electric Code which references the National Electrical
23 Code, ~~2017~~ 2020 Edition, as published by the National Fire Protection Association and
24 state amendments is adopted by reference as the electrical code of the city.

25 E. The ~~2019-2022~~ California Mechanical Code which references the Uniform
26 Mechanical Code, ~~2018~~ 2021 Edition, together with the appendices thereto, as
27 published by the International Conference of Building Officials, and state amendments,
28 is adopted by reference as the mechanical code of the city.

F. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, as
published by the International Code Council, is adopted by reference as the dangerous
buildings code of the city, with Section 205 amended as follows: Section 205.1. In order
to provide for final interpretation of provisions of this code and to hear appeals provided
for hereunder, there is hereby established a Board of Appeals as defined in City Code
Section 15.04.020. The Building Official shall be an ex officio member of and shall act
as secretary to said Board. The Board shall adopt reasonable rules and regulations for
conducting its business and shall render all decisions and findings in writing to the

1 appellant, with a copy to the Building Official. Appeals to the board shall be processed
2 in accordance with the provisions contained in Section 501 of this code. Copies of all
3 rules or regulations adopted by the Board shall be delivered to the Building Official,
4 who shall make them freely accessible to the public.

5 G. The California Referenced Standards Code, ~~2019–2022~~ Edition, together with
6 appendices thereto, as published by the International Code Council, with state
7 amendments, is adopted by reference as the building standards of the city.

8 I. The ~~2019~~ 2022 California Fire Code which references the International Fire Code,
9 ~~2019 2021~~ Edition as published by the International Code Council, ~~with errata,~~
10 ~~including appendices, with state amendments,~~ is adopted by reference as the fire code
11 ~~of the city, together with the Administrative Chapters 1, 2, and Appendix B, Appendix~~
12 ~~C, Appendix D and Appendix E~~ is adopted by reference as the fire code of the city.

13 J. The Uniform Administrative Code, 1997 edition, as published by the International
14 Conference of Building Officials, is adopted by reference as the administrative code of
15 the city.

16 K. The ~~2019–2022~~ California Building Standards Administrative Code, as published by
17 the California Building Standards Commission, is adopted by reference as the building
18 standards administrative code of the city.

19 L. The ~~2019–2022~~ California Residential Code with Appendices ~~H, J~~ AH, AJ, AX (CRC),
20 incorporating the ~~2018~~ 2021 edition of the ~~Uniform International~~ Residential Code, as
21 published by the International Code Council, is adopted by reference as the residential
22 code of the city.

23 M. The ~~2019–2022~~ California Green Building Standards Code, as published by the
24 California Building Standards Commission, is adopted by reference as the green
25 building standards code of the city.

26 N. The ~~2019–2022~~ California Existing Building Code, as published by the California
27 Building Standards Commission, is adopted by reference as the ~~green-existing~~ building
28 standards code of the city.

J. The 2022 California Historical Building Code, as published by the California
Building Standards Commission, is adopted by reference as the historical building code
of the city.

25 **15.04.040 Copies of adopted codes.**

26 The Building Official shall maintain at least one copy of each primary code adopted by
27 reference, and each secondary code pertaining thereto, The Building Official shall
28 maintain a least one copy of each primary code adopted by reference at the building
inspection office for public inspection while this Ordinance is in force.

1 **15.04.050 Utility connections.**

2
3 It is unlawful for any person, including utility companies, to connect electric power lines
4 or liquefied petroleum gas or natural gas sources permanently to any building or
5 structure for which a permit is required by this chapter until the final inspection has been
6 made and the approval signed by the building inspector. This section shall not prohibit
7 the erection and use of temporary power poles approved by the power company during
8 the course of construction, when approved by the building official.

9 **15.04.060 Encroachment or grading.**

10 No building permit shall be issued for which an encroachment or grading permit is
11 required, unless and until the requirements prerequisite to the encroachment or grading
12 permit have been met.

13 **15.04.070 Conformance of construction to law.**

14 No building permit shall be issued unless and until the building official is satisfied that
15 the construction authorized by the permit will not violate any existing law or ordinance.

16 **15.04.075 Construction work hours.**

17 It shall be the responsibility of anyone engaging in construction or demolition work to
18 restrict the hours of work activity on the site as follows.

- 19 A. No construction equipment shall be operated nor any outdoor construction, non-
20 residential projects or repair work shall be permitted within 600 feet from any
21 occupied residence except during the hours of 7:00 a.m. to 8:00 p.m., Monday
22 through Friday, and 8:00 a.m. to 8:00 p.m., on Saturday and Sunday.
- 23 B. Construction work hours on residential projects shall be from 7:00 a.m. to 8:00 p.m.
- 24 C. A request for an exception to the permitted construction hours and days may be
25 granted by the chief building inspector for emergency work, to offset project delays
26 due to inclement weather, for 24-hour construction projects, or other similar
27 occurrences.
- 28 D. City projects determined by the director of public works to be emergencies shall be
 exempt from these provisions.
- E. For construction work hours for earthwork, trenching, concrete or paving see Section
 15.12.320.
- F. Interior work which would not create noise or disturbance noticeable to a reasonable
 person of normal sensitivity in the surrounding neighborhood shall not be subject to
 these restrictions.

1 **15.04.080 Adoption or amendment procedure.**

2
3 A. The building official shall review all codes newly adopted by the state pursuant to
4 the State Housing Law, Section 17910 et seq. of the Health and Safety Code and shall:

- 5 1. Report such newly adopted codes to the city council and advise the board to
6 schedule a hearing not less than ninety days from the date of report; and
7 2. Place copies of the codes to be considered by the board in the office of the
8 city council, and in the building department for review by the general public.

9
10 B. The city council shall, upon the advice of the building official, schedule such public
11 hearing to receive public testimony on the codes to be adopted by the board.

12 C. The clerk of the city council shall give notice of the time, place and subject matter of
13 the public hearing scheduled on the matter by the council posting in three public places
14 due to the fact that no newspaper is published or printed within the city limits.

15 D. The city council shall hold such public hearing at the date and time scheduled, and
16 shall then adopt the code with amendments, if any.

17 **15.04.090 Violations and penalties.**

18 A. It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter,
19 repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any
20 building, structure or building service equipment or cause or permit the same to be done
21 in violation of this chapter.

22 B. Any person, firm, corporation or other entity which violates any of the provisions of
23 this chapter including any of the codes adopted by reference, or who violates or fails to
24 comply with any order made thereunder, or who builds in violation of any detailed
25 statement of specification of plans submitted and approved thereunder, or any certificate
26 or permit issued thereunder, and from which no appeal has been taken, or who fails to
27 comply with such an order as affirmed or modified by the city council or by a court of
28 competent jurisdiction shall be guilty of an infraction unless otherwise provided in this
 code.

 C. Any person, firm, corporation or other entity which is guilty of an infraction under
 this chapter shall be punished by:

1. A fine not exceeding one hundred dollars for the first violation;
 2. A fine not exceeding five hundred dollars for a second or subsequent
 conviction within one year.

 Any failure to correct the condition for which the infraction is imposed within a period
 of seven days after the issuance of a citation, and for each seven-day period thereafter

1 may be treated as a separate and additional violation subject to the same penalties set
2 forth herein.

3 In addition to the penalties set forth above, any violation beyond the third conviction
4 within a one-year period or any willful violation of this section which creates an
5 immediate threat to the health, safety or welfare of the members of the public or the
6 occupants of any structure in violation of this section may be charged as a misdemeanor
7 punishable as provided in Chapter 1.08.

8 D. In addition to the penalties set forth herein, any person, firm, corporation or other
9 entity guilty of a violation of this chapter shall be liable for such costs, expenses and
10 disbursements paid or incurred by the city in correction, abatement and prosecution of
11 the violation.

12 **15.04.095 Enforcement.**

13 A. Pursuant to Section 836.5 of the California Penal Code, the chief building official,
14 any deputy or assistant building official, agent or other employee of the building
15 department of Suisun City is authorized to enforce the provisions of this chapter and to
16 arrest or issue citations to violators thereof.

17 B. The city manager shall have the power to designate by written order that particular
18 officers and other individuals shall be authorized to enforce particular provisions of this
19 chapter as described in subsection A of this section in addition to those persons set forth
20 therein.

21 **15.04.100 Building permit-business license required.**

22 A. Any contractor or subcontractor who applies for permits to do work within the city
23 limits of the city shall be denied permits if he does not possess current valid city business
24 licenses.

25 B. Any permits issued in error to anyone not licensed by the city shall be revoked until
26 such time as all fees are paid and licenses are valid.

27 **15.04.110 Building permit-application-plans and specifications.**

28 A. Applications are to be signed by the property owner or a duly licensed contractor,
engineer or architect.

B. With each application for a building permit, and when required by the building
official for enforcement of any provisions of this chapter, three sets of plans and
specifications shall be submitted. The building official may require plans and
specifications to be prepared and designed by an engineer or architect licensed by the
state to practice as such.

1 **15.04.120 Building permit-professional designs required.**

2 All structures or buildings classified in Occupancy Groups A, B, E, F, H, I, M, S and R-
3 1 shall be designed in accordance with the Building and Professional Codes of the state
4 of California.

5 **15.04.130 Building permit-term-retention of plans.**

6 A. Permits for all occupancy groups shall be valid for two years from the date of their
7 issuance provided that the time limits of starting work or work stoppage are met. The
8 permit documents and plans or a retrievable document image of the permit documents
9 and plans will be retained as a permanent record for the life of the structure.

10 **15.04.140 Building permit fees.**

11 Building permit fees shall be prescribed in the Master Fees Schedule except buildings
12 shall be valued as determined by the Building Official. The value to be used in
13 computing the building permit and building plan review fees shall be the total value of
14 all construction work for which the permit is issued, as well as all finish work, painting,
15 roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing
16 systems and any other permanent equipment.

17 **15.04.150 Fees for plan checking, inspections and/or related permits.**

18 The city council shall establish a schedule of fees, as found in the master fee schedule,
19 to be charged and collected for plan checking, inspection services performed, and for
20 the issuance of permits. A copy of these fee schedules shall be kept in the office of the
21 city clerk and shall be available for public inspection in all city offices where permits
22 are issued.

23 **15.04.160 CBC Section 111.1 amended and CRC Section R110.1 - Certificate of
24 occupancy Required.**

25 CBC Section 111.1 and CRC Section R110.1 shall be amended to add:
26 No building or structure shall be used or occupied whole or in part without a certificate
27 of occupancy. Such a certificate shall not be issued until compliance with all city
28 requirements has been met. Certificates presuming to give authority to violate or cancel
29 the provisions of this code or other ordinances of the jurisdiction shall not be valid.
30 Occupying or using a structure without this approval constitutes a public nuisance.

31 **15.04.170 CBC Section 111.1 amended and CRC Section R110.1 - Certificate of
32 Occupancy - Requirements.**

33 CBC Section 111.1 and CRC Section R110.1 shall be amended to add:

1 A certificate of occupancy shall not be issued until all applicable city ordinances,
2 resolutions, regulations and the conditional use permit conditions have been complied
3 with.

4 **15.04.180 CBC Section 110.3.12 amended and CRC Section ~~R109.2~~-R109.1.6 Final
5 inspection.**

6 CBC Section **110.3.12** and CRC Section ~~R109.2~~-R109.1.6 shall be amended to read as
7 follows:

8 Final Inspection: To be made after final grading and the building is completed and ready
9 for occupancy. This shall mean all electrical, plumbing and mechanical complete and
10 ready for occupancy, as well as all floor covering installed and painting completed, as
11 well as any required exterior landscaping complete with house, sidewalks and streets
12 cleaned.

13 **15.04.190 California Building Code and California Residential Code amended
14 roofing.**

15 CBC Sections ~~1511.1~~, 1512.1 and CRC Section R902.1 and ~~R902.8~~-908.1 are
16 amended as follows:

17 CBC Sec. 1505.1 and CRC Section R902.1 is amended to add the following:
18 All materials applied as roof covering shall have a fire rating of class “B” or better.

19 CBC Sec. ~~1511.1~~ 1512.1 and CRC Section ~~R908.1~~ Re-roofing, is amended to add the
20 following:

21 All materials applied as roof covering for re-roofing shall have a fire rating of class
22 “B” or better, when 50% or more of an existing roof is replaced within 1 year.

23 A. Section 903.2 is amended to read as follows:

24 **903.2 Where required.** Approved automatic sprinkler systems in new buildings and
25 structures, in which the total floor area of all floors exceeds five thousand (5,000)
26 square feet, shall be provided in the locations described in Section 903.2.1 through
27 903.2.12 and Sections 903.2.14 through 903.2.21.

28 B. Section 905.3.1 is amended to read as follows:

905.3.1 Height. In other than Group R-3 and R-3.1 occupancies, Class III standpipe
systems be installed throughout at each floor where any of the following occur:

1. Buildings where the floor level of the highest story is located more than 30 feet
(9144 mm) above the lowest level of fire department vehicle access.
2. Buildings that are three or more stories in height.

- 1 3. Buildings where the floor level of the lowest story is located more than 30 feet
2 (9144 mm) below the highest level of fire department vehicle access.
3 4. Buildings that are two or more stories below the highest level of fire
4 department vehicle access.

5 **Exceptions:**

- 6 1. Class I standpipes are allowed in buildings equipped throughout with an
7 automatic sprinkler system in accordance with Section 903.3.1.1 or
8 903.3.1.2.
9 2. Class I standpipes are allowed in Group B and E occupancies.
10 3. Class I standpipes are allowed in parking garages.
11 4. Class I standpipes are allowed in basements equipped throughout with an
12 automatic sprinkler system.
13 5. Class I standpipes are allowed in buildings where occupant use hose lines
14 will not be utilized by trained personnel or the fire department.
15 6. In determining the lowest level of fire department vehicle access, it shall not
16 be required to consider either of the following:

- 17 6.1. Recessed loading docks for four vehicles or less.
18 6.2. Conditions where topography makes access from the fire department vehicle to
19 the building impractical or impossible.

20 **15.04.200 California Building Code amended - standard plans.**

21 The following is added to CBC Section 107.1 and CRC ~~Appendix AE302.2~~ R105.3.2:

22 Standard Plans: The Building Official may approve a set of plans for a building or
23 structure as a “standard plan,” provided the applicant has made proper application,
24 submitted complete sets of plans, and paid the Plan Review Fee as required by CBC
25 Section 109 and Uniform Administrative Code Section 304.3.

26 When it is desired to use an approved “standard plan” for an identical structure, two plot
27 plans and one duplicate plan shall be submitted, and Plan Review Fee equal to one-half
28 of the full Plan Review Fee required in Uniform Administrative Code Section 304.3
shall be paid at the time application is made for such identical structure. Such duplicate
plans shall be compared, stamped, and kept on the job as required by CBC Section
107.5. In case of any deviation whatsoever from this standard plan, complete plans,
together with a full Plan Review Fee, shall be submitted for the proposed work, as
required by Section 107.3, 107.4 and 108 respectively.

Standard plans shall be valid for a period of one (1) year from the date of approval. This
period may be extended by the Building Official when there is evidence that the plan
may be used again.

1 **15.04.220 Uniform Administrative Code Section 204 amended- new materials,**
2 **appeals.**

3 Uniform Administrative Code Section 204 is changed to read:

- 4 (a) Appeals, New Materials, Processes, or Occupancies which may require permits.
5 (b) The City Manager, the Building Official, the Fire Chief, and any other affected
6 person shall act as a committee to determine suitability of alternative materials,
7 processes or responsible interpretations of adopted codes.
8 (c) When it is claimed that the provisions of any code adopted herein do not apply or
9 that the true intent and meaning has been misconstrued or wrongly interpreted, the
10 applicant may appeal the decision of the committee to the Board of Appeals within thirty
11 (30) days after the committee's written decision.

12 **15.04.230 ~~Uniform~~ California Fire Code Section 307.1.1 Prohibited Open Burning**

13 **15.04.230 California Fire Code Amendments**

14 The California Fire Code adopted by reference in Section 15.04.030 is amended,
15 modified and revised as set forth in this chapter.

16 C. Section 307.1.1 is amended to read as follows:

17 **307.1.1 Prohibited Open Burning** Open burning is prohibited in the City of Suisun
18 City. Any burning, open or otherwise, that constituted a nuisance which is injurious to
19 health, or is indecent or offensive to the senses, or is offensive, or objectionable because
20 of smoke emissions or when atmospheric conditions or local circumstances make such
21 fires hazardous shall be prohibited. The fire code official is authorized to order the
22 extinguishment by the owner, occupant, responsible person, or the fire department of
23 any burning that creates or adds to a hazardous or objectionable situation.

24 D. Section 903.2 is amended to read as follows:

25 **903.2 Where required.** Approved automatic sprinkler systems in new buildings and
26 structures, in which the total floor area of all floors exceeds five thousand (5,000)
27 square feet, shall be provided in the locations described in Section 903.2.1 through
28 903.2.12 and Sections 903.2.14 through 903.2.21.

E. Section 905.3.1 is amended to read as follows:

905.3.1 Height. *In other than Group R-3 and R-3.1 occupancies, Class III standpipe
systems be installed throughout at each floor where any of the following occur:*

1. *Buildings where the floor level of the highest story is located more than 30 feet
(9144 mm) above the lowest level of fire department vehicle access.*
2. *Buildings that are three or more stories in height.*

3. Buildings where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.
4. *Buildings that are two or more stories below the highest level of fire department vehicle access.*

Exceptions:

1. Class I standpipes are allowed in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.
2. Class I standpipes are allowed in Group B and E occupancies.
3. Class I standpipes are allowed in parking garages.
4. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.
5. Class I standpipes are allowed in buildings where occupant use hose lines will not be utilized by trained personnel or the fire department.
6. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:
 - 6.1. Recessed loading docks for four vehicles or less.
 - 6.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

SECTION 3. Filing with the CBSC. A copy of this Ordinance and Suisun City Municipal Code Chapter 15.04 shall be filed with the California Building Standards Commission in accordance with Health and Safety Code Section 17958.7.

SECTION 4. Severability and Validity. If any section, subsection, paragraph or sentence of this Ordinance, or any part thereof, is for any reason found to be unconstitutional, invalid or beyond the authority of the City of Suisun City by a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

SECTION 5. Publication. In accordance with Section 36933 of the Government Code of the State of California, within 15 days after its adoption by the City Council, it shall be published once, together with the names of the Council Members voting thereon, in a newspaper of general circulation within the City. The approved ordinance shall be posted in three (3) public places within the City prescribed by ordinance within fifteen (15) days after its passage, there being no newspaper of general circulation printed and published within the City.

NOW, THEREFORE, BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF SUISUN CITY does hereby make the following findings and approvals.

1. Finds the Project exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) based upon the following finding: The Planning Commission determine that the Project has been adequately analyzed under the provisions of the California

1 Environmental Quality Act (CEQA) and that no further review of the Project under
2 CEQA is required or appropriate.

3 **AND, BE IT FURTHER RESOLVED**, that the City Council adopts the 2022 California
4 Building Standards Code (CBSC).

5 **PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council
6 of the City of Suisun City, California, on this 8th day of August 2023.

7 _____
8 Alma Hernandez, Mayor

9 ATTEST:

10 _____
11 Anita Skinner
12 City Clerk

13 APPROVED AS TO FORM
14 AND LEGAL CONTENT:

15 _____
16 Aleshire & Wynder, LLP

17 **CERTIFICATION**

18 I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City
19 Council of said City, do hereby certify that the above and foregoing ordinance was introduced
20 at a regular meeting of the said City Council held on July 18, 2023 and passed and adopted at
21 a regular meeting of said City Council held on August 8, 2023, by the following vote:

22 **AYES:** Councilmembers: _____
23 **NOES:** Councilmembers: _____
24 **ABSENT:** Councilmembers: _____
25 **ABSTAIN:** Councilmembers: _____

26 ATTEST:

27 _____
28 Alma Hernandez Anita Skinner
Mayor City Clerk

AGENDA TRANSMITTAL

MEETING DATE: August 8, 2023

CITY AGENDA ITEM: Council Adoption of Ordinance No. 802: Amending City Ordinance Chapter 12.12 Park and Recreation Facilities to the Suisun City Municipal Code.

FISCAL IMPACT: Unknown at this time but will have a positive financial impact.

STRATEGIC PLAN: Develop Sustainable Economy; Provide Good Governance

BACKGROUND: In reviewing City Ordinance Chapter 12.12 there were several areas that were determined to be deficient and contained outdated language. Since the return of organized sports for both youth and adults, there is a growing presence of organized sports teams using Suisun City Parks. Many of the organizations are not based in Suisun City, but from surrounding cities. Those teams are doing damage to our field turf, taking up much needed parking, and using various facilities for bathroom needs of their players and spectators.

This City Council voted 4-0 to introduce and waive the reading of the ordinance during the public hearing held on Tuesday, July 18, 2023. As part of the action, no changes were proposed to the ordinance.

STAFF REPORT: At this time, it is vitally important to update Chapter 12.12 of the City Code and to help regulate organized sports team uses by requiring all organizations and or teams to have a permit provided through the Recreation, Parks, and Marina Department. This permit would have a cost associated that will be established as part of the City of Suisun City Master Fee Schedule. The city will then have control of who is using it, when they can use it, where parking is permitted, and to make field users aware that many park locations do not have restroom facilities and they may not use other agency facilities in search of a restroom. This will also give the city the opportunity to rest and rotate use to other parks so that field turf is not overused, deteriorating the turf to the point of destruction and the need for major rehabilitation. The topic of utilizing a permit process for organized sports teams to use city parks was supported by the Recreation, Parks, Marina, and Arts Commission during their April 2023 meeting.

STAFF RECOMMENDATION: Amend Ordinance No. 802: Amending the City Ordinance Chapter 12.12 Park and Recreation Facilities to the Suisun City Municipal Code.

DOCUMENTS ATTACHED:

1. Ordinance No. 802: Amending the City Ordinance Chapter 12.12 Park and Recreation Facilities to the Suisun City Municipal Code.
 2. City Code 12.12 Parks and Recreation Facilities
-

PREPARED BY:

Kris Lofthus, Deputy City Manager

REVIEWED BY:

Greg Folsom, City Manager

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. [Ordinance Amending Chapter 12.12 Parks and Recreation Facilities.pdf](#)
2. [City Code 12.12 Parks and Recreation Facilities.pdf](#)

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PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this ____ day of _____ 2023.

Alma Hernandez, Mayor

ATTEST:

Anita Skinner
City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

Aleshire & Wynder, LLP

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on _____, 2023 and passed and adopted at a regular meeting of said City Council held on _____, 2023, by the following vote:

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

WITNESS my hand and the seal of said City this ____ day of _____ 2023.

Anita Skinner
City Clerk

Chapter 12.12 PARK AND RECREATION FACILITIES

12.12.010 Definitions.

The following words and phrases shall have the following meanings, unless the context clearly indicates otherwise:

"Cigar" shall mean any roll of tobacco wrapped in leaf tobacco or in any substance containing tobacco, but shall not include any roll of tobacco wrapped in any substance which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is a cigarette.

"Cigarette" shall mean any product that contains nicotine, is intended to be burned or heated under ordinary conditions of use, and consists of or contains (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; (2) tobacco, in any form, that is functional in the product, which because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette; or (3) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in this section. "Cigarette" also includes "roll-your-own" tobacco, meaning any tobacco which, because of its appearance, type, packaging, or labeling is suitable for use and likely to be offered to, or purchased by, consumers as tobacco for making cigarettes. For purposes of this definition of "cigarette," 0.09 ounces of "roll-your-own" tobacco shall constitute one individual "cigarette."

"City manager" shall have the same meaning as Chapter 2.08, and shall include their designee.

"City park" or "recreational area" shall mean any areas so designated by resolution of the city council.

"Director" shall mean the City's Recreation, Parks, and Marina Director, and shall include their designee.

"Electronic smoking device" shall mean an electronic device which can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. Electronic smoking devices include but may not be limited to electronic cigarettes, hookahs, and electronic cigars or pipes. "Electronic smoking device" shall also include the solution or product used to fill the tank and that is inhaled by the person using the device.

"Organized sport" shall mean a team sport athletic contest, such as, but not limited to, soccer, baseball, softball, football, basketball, or volleyball, engaged in by an organized sports team. Organized sports shall not include persons or groups who participate in an impromptu game that is unaffiliated with any team or league, such as a game conducted in connection with a bona fide group picnic or barbecue when such game is clearly incidental to such picnic or barbecue.

“Organized sports team” shall mean an organized team, league, or group whose primary purpose is organize competitive sporting events, formally or informally, and shall include teams from organizations such as companies, schools, nonprofits, etc. “

"Smoke" or "Smoking" shall mean inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form.

"Smoking" includes the use of an electronic smoking device that creates an aerosol or vapor (commonly referred to as “vaping”), in any manner or in any form, or the use of any device for the purpose of circumventing the prohibition of smoking.

"Tobacco product" shall mean any of the following:

- a. A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.
- b. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah.
- c. Any component, part, or accessory of a tobacco product, whether or not sold separately.

"Tobacco paraphernalia" shall mean cigarette papers or wrappers, blunt wraps as defined in Section 308 of the Penal Code, pipes, holders of smoking materials of all types, cigarette rolling machines, or other instruments or things designed for the smoking or ingestion of tobacco products.

12.12.020 Hours.

It is unlawful for any person to loiter at any time in any city park between the hours of 7:00 p.m. and 7:00 a.m. from November 1 through March 31 of each year, and from 9:00 p.m. to 7:00 a.m. from April 1 through October 31 of each year unless prior written permission has been obtained from the city manager.

12.12.030 Permit required for exclusive use of a park facility.

- A. The exclusive use of part or all of a park or recreation facility requires a permit, to be issued by the director.
- B. No permit shall be required for events that are sponsored or co-sponsored by the city.
- C. All organized sports shall require a permit.
- D. All permits are subject to permit fees, as determined by City Council resolution.

12.12.040 Park closure.

Any city park or recreation area or any section(s) of any city park or recreation facility may be declared closed to the public for the purpose of protecting the public health, safety, and/or welfare by the city manager or by the director, with notification given to city council of any such

action, at any time and for any interval of time, either temporarily or at regular and stated intervals and either entirely or merely to certain areas, as may necessary.

12.12.050 Prohibited Conduct in parks and recreational facilities.

A. Vandalism. No person in a park or recreation area shall mark, deface, disfigure, injure, tamper with, or displace or remove any part of any structure, vegetation, table, bench, railing, fixtures, water line or other utility.

B. Littering. No person in a park or recreation area shall dump, deposit, or leave any bottles, broken glass, ashes, paper, boxes, refuse, or trash anywhere other than in designated receptacles. Where such receptacles are not provided, all such waste or recycling shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere.

C. Animals. No person in a park or recreation facility shall permit any dog, cat, fowl, or other animal under their control to enter such park or recreational area unless leashed or restrained in some manner. This prohibition shall not apply to dogs in designated dog parks.

D. Golf. No person in a park or recreation area shall practice or otherwise engage in the game of golf within the confines of any park or recreational area.

E. Motorized vehicles. No person in a park or recreation area shall drive any motorized vehicle including, but not limited to, automobiles, trucks, motorcycles, motor scooters, motor bikes and any other self-propelled vehicle on any area except paved roads or parking areas, or such areas as may be specifically designated by the director.

F. Horseback riding. No person shall ride any horse or other animal within the park or recreation area unless prior written permission has been obtained from the director.

G. Smoking. Smoking is not permitted at parks and recreational facilities, or within 30 feet of any door, window, gate, or point of access thereto. Cigarette butts and any other disposable parts of smoking paraphernalia shall not be discarded anywhere other than trash receptacles.

H. Alcohol. No open containers or consumption of alcoholic beverages is permitted, other than as may be permitted pursuant to a special event permit, city sponsored event, or city co-sponsored event.

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AGENDA TRANSMITTAL

MEETING DATE: August 8, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-__: Authorizing the City Manager to Enter into a Contract on the City's Behalf with Melton Design Group for Professional Design and Project Management Services of the Montebello Vista Park Revitalization Project in the amount of \$180,100 and Authorizing the City Manager to Approve Change Orders up to 10% of the Original Contract Amount.

FISCAL IMPACT: The Parks and Facilities Master Plan Project (Project) will have no fiscal impact to the General Fund. The project and project design will be funded with a grant from the State of California. The low bid was \$180,100 by Melton Design Group.

STRATEGIC PLAN: Provide Good Governance

BACKGROUND: The Montebello Vista Lighting and Landscape Maintenance Assessment District (MAD) does not generate sufficient revenue to cover expenses related to the maintenance of Montebello Vista Park, streetlight electricity/maintenance, and Walters Road entrance and median maintenance. During FY 2014-15, a group of neighbors asked the City Council to lend the District funding to hire a consultant to facilitate a process to put the District on a sound fiscal footing. As a result of the consultant's work, a District-wide vote was held to 1) expand the district to include all homes that benefit from the amenities maintained by the District; 2) increase the assessment to cover the actual current costs associated with the desired level of service; and 3) add an annual inflation factor to the annual assessment to help the District revenues keep pace with inflation. The votes were counted at the July 7, 2015, City Council meeting and the changes were not approved. Currently, the Assessment District Fund is in the negative by more than \$50,000. The City has focused on securing external funding to give Montebello Vista Park a sustainable blueprint so that it could be properly maintained without dependence on the existing Maintenance Assessment District.

The Recreation, Parks, and Marina (RPM) Department submitted applications for the Statewide Development Community Revitalization Program Round 4 in 2021 and the Rural Recreation and Tourism Program in 2022 for improvements to Montebello Vista Park but was not awarded for either.

In June 2022, The City was notified of approval of \$1.85 million, as part of the State of California Department of Parks and Recreation's 'Local Assistance Specified Grants' program.

Expected professional design services include initial project coordination, site analysis and surveys, public outreach, construction renderings, and a complete budget. Anticipated features of the Montebello Vista Park Revitalization Project may include the following as funding allows:

- Conversion of the grass playing field into a synthetic turf playing surface, including synthetic baseball infield. This baseball field will have no outfield fence.
- Facility inclusive of 2 restrooms, snack bar area, no cooking area, and storage room.
- A multi-use sport court allowing for basketball, futsal, and pickle ball.
- Addition of a toddler appropriate playground.
- Shaded picnic pavilion.

By removing existing grass and replacing it with synthetic turf and by adding a hardscaped base picnic pavilion, the city will reduce the amount of water and physical maintenance required to maintain the park. This will help reduce ongoing maintenance costs to the district.

STAFF REPORT:

The requirements for the selected firm are:

Requirement I: Project Coordination & Community Engagement

1. Initiate Design Process, based on initial design concept which will be shared after RFP award.
2. Develop and prioritize the key elements of the community garden.
3. Meet with RPM Department to discuss expectations, design needs, and scope of work of the park revitalization project.
 - a. Conduct a kick-off meeting with RPM Management staff and RPMA Commission members to gain a complete understanding of the project.
4. Hosting stakeholder and/or community meetings.
 - a. At least two (one in-person and one virtual) public meetings targeting residents within the park vicinity. One of these meetings will be held specifically at Montebello Vista Park for the residents in the Montebello Vista LLD.
 - b. Public outreach results, analysis, and develop an implementation plan based on public feedback.
5. Coordination with Suisun City Public Works Department.

Requirement II: Site Analysis

1. Site visit to verify utilities, elements to be added/removed, conduct soil analysis, study grades of site, etc.
2. Conduct site topographic survey.
 - a. Identify features such as manholes, valves, sidewalks, utility poles, water meters, curb lines, etc.
 - b. Create comprehensive topographic map of site from survey.

Requirement III: Development of Montebello Vista Park Master Plan

1. Create a themed design of Montebello Vista Park.
 - a. Develop complete renderings, including photo boards, 3D or VR sketches, garden layouts, etc. to give a full understanding of the design.
 - b. Develop a comprehensive cost estimate, including all materials.
 - c. Provide cost analysis to aid the RPM Department in decision making.
2. Presentation of Master Plan to relevant groups.
 - a. Inclusion of Master Plan at community meeting(s) for discussion.
 - b. Attend RPMA Commission and/or City Council meetings to gain City approval.

Requirement IV: Plans, Specifications, and Estimate (PS&E)

Prepare and complete PS&E documents, which includes design improvement plans, technical specifications, and engineer's plans. Prepare a base map showing existing information to facilitate the design of all the necessary improvements. The base map limits shall be sufficient to cover all necessary improvements within the project area.

Design Process - Intermediate Reviews

Improvement plans at 1" - 20" scale for paving improvements, grading and drainage, erosion control and/or planting and any other plans shall be submitted for review to the City at the 75%, 90% and 100% design stage. City will provide and prepare the front-end specifications that the Consultant is to incorporate with the technical specifications (and attachments) that the Consultant is to prepare. The

Consultant is to provide electronic copies and two (2) sets of hard copies of plans, specifications, and engineer's estimates (PS&E). Plans shall be 22"x24" at each design stage for review and comments. This plan size can be printed to scale at 11"x17". With each stage, the review comments from the previous stage shall be itemized and a written response to each shall be prepared in a comment matrix. The original red-line comments from the reviewing agency shall be returned with the succeeding submittal.

Final PS&E (100% Complete)

The Consultant is to provide the necessary final PS&E documents in a bid-ready form. Final submittal shall include: one complete bond plan set (22"x34"), one mylar sheet (22"x34") of title or cover sheet, final cost estimate (stamped, in excel and pdf format) and final specifications (in word and pdf format) and shall be delivered to the City, along with a USB thumb drive of all electronic files including AutoCAD drawing files. A reproducible set of the final construction documents are to be submitted along with electronic files for all work products. Construction drawings shall be in .pdf and AutoCAD formats.

The RFP for the project was posted on March 27, 2023. The deadline for submission was on April 17, 2023, at 3:00 PM, at which time three (3) bids were received. Staff has received the low bidder's proposal and accompanying documents. Staff has determined that the bid submitted by Melton Design Group is the lowest responsive bid.

The three bids received for the Project are as follows:

Company	TOTAL
Melton Design Group	\$180,100
GSM landscape architects, inc.	\$201,300
Gates + Associates	\$266,006

The City's Recreation, Parks, Marina, and Arts Commission recommended awarding the Project contract to Melton Design Group at its July 5, 2023, meeting.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023-__: Authorizing the City Manager to Enter into a Contract on the City’s Behalf with Melton Design Group for Professional Design and Project Management Services of the Montebello Vista Park Revitalization Project in the amount of \$180,100 and Authorizing the City Manager to Approve Change Orders up to 10% of the Original Contract Amount.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__: Authorizing the City Manager to Enter into a Contract on the City’s Behalf with Melton Design Group for Professional Design and Project Management Services of the Montebello Vista Park Revitalization Project in the amount of \$180,100 and Authorizing the City Manager to Approve Change Orders up to 10% of the Original Contract Amount
2. Melton Design Group Contract

PREPARED BY:	Marvin Mora, Recreation Supervisor
REVIEWED BY:	Kris Lofthus, Deputy City Manager
APPROVED BY:	Greg Folsom, City Manager

ATTACHMENTS:

1. [Resolution - Melton Design Contract.pdf](#)
2. [Melton Design Contract.pdf](#)

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WHEREAS, The Montebello Vista Lighting and Landscape Maintenance Assessment District does not generate sufficient revenue to cover expenses related to the maintenance of Montebello Vista Park; and

WHEREAS, the city was notified in June 2022 that funding for the Montebello Vista Park Revitalization Project was approved for \$1.85 million as part of the State of California Department of Parks and Recreation’s “Local Assistance Specified Grants” program.

WHEREAS, Melton Design Group provided the lowest responsive bid of \$180,100; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to Enter into a Contract on the City's Behalf with Melton Design Group for Professional Design and Project Management Services for the Montebello Vista Park Revitalization Project in the amount of \$180,100 and Authorizing the City Manager to Approve Change Orders up to 10% of the Original Contract Amount.

AYES: Councilmembers: _____

NOES: Councilmembers: _____

ABSENT: Councilmembers: _____

ABSTAIN: Councilmembers: _____

Anita Skinner
City Clerk



LANDSCAPE DESIGN AGREEMENT MELTON DESIGN GROUP, INC. and CITY OF SUISUN CITY

This AGREEMENT, effective as of the 2nd day of June 2023 shall be

BETWEEN the

CLIENT: CITY OF SUISUN CITY PARKS and MARINA DEPT.

Kris Lofthus, Deputy City Manager
611 Village Drive, Suisun City, CA 94585
707-421-7200 / KLofthus@suisun.com

AND

CONSULTANT: MELTON DESIGN GROUP, Inc. (MDG)

Gregory Melton, President/CEO
820 Broadway Street, Chico, CA 95928
530-899-1616 / Greg@meltondg.com

PROJECT: Montebello Vista Park Revitalization Design and Project Management Services

PROJECT UNDERSTANDING:

The scope of services under this agreement includes:

MASTER PLAN

- ◆ Synthetic Turf Field
- ◆ Baseball Field Amenities
- ◆ Restroom / Concession / Storage
- ◆ Designated Accessible Parking
- ◆ Multi-Use Sport Court
- ◆ Toddler Play
- ◆ Shaded Picnic Areas

PHASE 1

- ◆ Synthetic Turf Field
- ◆ Baseball Field Amenities
- ◆ Restroom / Concession / Storage
- ◆ Designated Accessible Parking

SCOPE OF WORK:

The following is an outline of the proposed scope of work MDG will provide:

TASK 1 –PROJECT LAUNCH / COORDINATION and PROGRAM DEVELOPMENT

- 1.1 Meet with the Client and Team to discuss the scope of work, design needs and specific desires for the project. Identify a key group of stakeholders to form an Advisory Committee.
- 1.2 Project Coordination and project meetings.
- 1.3 Create project design schedule and updates throughout project for all design tasks.
- 1.4 Perform Quality Assurance and Quality Control throughout project.
- 1.5 Engage with Client Staff to assess needs of community.
- 1.6 Develop program of elements and prioritize Client's desires and phasing.
 - Review ideas and gain a complete understanding of the project.
 - Discuss all possible opportunities and study constraints directing the design.

TASK 2 – SITE ANALYSIS, TOPOGRAPHIC SURVEY and UNDERSTANDING

- 2.1 Site Visit and Analysis – onsite and surrounding analysis to confirm existing conditions.
 - Study all site elements and view aerial and site visit.
 - Study general grades and onsite elevation measurements for site and existing topography to understand the elevation challenges and to complete elevations.
 - Confirm utilities and drainage on plans and onsite.
 - Identify all onsite elements that are to remain and to be removed.
 - Obtain all site conditions from sun, wind, views, neighbors, uses, etc.
- 2.2 1' Topographic Survey.
- 2.3 Geotechnical Survey.
 - Build base specification.
- 2.4 Develop Base Map using existing plans, aerial photos and site measurements.

TASK 3 – SCHEMATIC MASTER PLAN DEVELOPMENT and COST ANALYSIS

- 3.1 Develop plan view Schematic hand drawn plans for review.
 - Include all elements of proposed program with descriptions of all elements.
 - Provide alternative options for key areas that warrant study.
 - Develop architectural concepts for all structures.
- 3.2 Develop Phasing Plan to illustrate full potential of Master Plan.
- 3.3 Develop a preliminary Cost Estimate for all improvements.
- 3.4 Architectural rendering of restroom and picnic areas.
 - Meet with Client to review design. Make revisions and resubmit during Master Plan process.
- 3.5 Public Outreach
 - One (1) in-person workshop and one (1) virtual public meeting.
 - Virtual Reality views of park.
- 3.6 Present Schematic Master Plans to Client for review and comment.
 - Cost Analysis.

- Assess design options and concepts and reassess prioritized elements.
 - Client to provide additional direction and comment.
- 3.7 Final approval from Client.

TASK 4 – DESIGN DEVELOPMENT (50%)

- 4.1 Develop a digitalized final landscape Design Development Plan and 3D Rendering.
- 4.2 Present final plan to Team.
- 4.3 Gain approval to move on to 90% and 100% Construction Drawings.

TASK 5 – CONSTRUCTION DRAWINGS, SPECIFICATIONS and SUBMITTALS (90%, 100%)

- 5.1 ARCHITECTURAL PLAN and ELEVATIONS
- 5.2 DEMOLITION PLAN – Show location of all elements that require removal and offsite disposal.
- 5.3 GRADING PLAN – Show location and layout of all proposed hardscape, lighting, grading, drainage and utilities.
- Identify areas requiring imported soil for better drainage and plant health.
 - Show new drainage patterns with slopes and compaction.
 - Identify all landscape mounds and earth shapes.
- 5.4 ELECTRICAL and LIGHTING PLAN – Lighting location and fixture type. Coordinate all electrical fixtures, play and security lighting in landscape, with Electrical Engineer available, as needed.
- 5.5 CONSTRUCTION PLAN – Show location and layout of all proposed hardscape, grading, drainage and utilities.
- Identify all paving locations, types, finish and detail reference.
 - Locate all existing conditions to remain including utilities.
 - Identify all material types and installation details.
- 5.6 SYNTHETIC FIELD CONSTRUCTION and LAYOUT PLAN
- Specify turf material, filler and striping.
 - Grading and drainage.
- 5.7 IRRIGATION RETROFIT PLAN – Irrigation plan with complete water use information including water use calculations for all planting areas.
- Identify all irrigation water use zones (trees, shrubs and ground covers) along with mainline, new and existing valves, point of connection and meters.
 - Show new valves, flow valves and controller layout.
- WATER USE CALCULATIONS, SCHEDULING and GUIDELINES*
- Provide water use calculations identifying maximum applied water allowance and quantity of water use.
 - Develop water use schedule with seasonal adjustments along with estimated water use calculations.
- 5.8 PLANTING PLAN – Identify all proposed plant species, water use, size and type.
- Drought tolerant, low-maintenance adaptive plants and California natives where possible.
 - Provide all surface material, gravel, boulders, etc.
- 5.9 DETAIL SHEETS – Construction details of all proposed elements.

- 5.10 SPECIFICATIONS – Book form to describe required materials, workmanship and grading, planting and irrigation techniques. Including requirements for contractor-supplied as-built drawings.
- 5.11 COST ESTIMATE – Calculations and detailed cost estimate to verify budget and bid documents.
- 5.12 SUBMITTAL – Sets of development plans for the Client; revise construction documents, as required, for approval.
 - Submittal of construction drawings to Client will occur at 90% and 100%
 - Submittal of Schedule A Bid Form and Schedule B for itemized elements.
 - If requested, incorporate specifications and bid form into the Client’s boiler plate and general conditions to form a complete bid package.

DELIVERABLES:

- Meetings with staff for Review and Comments
- Final Construction Plans – 90% and 100%
- Bid Forms

TASK 6 – BID ADMINISTRATION

- 6.1 Pre-Bid Meeting / RFIs / Addenda, if needed.
- 6.2 Bid Review.
- 6.3 Review of Construction Contract Award.

TASK 7 – CONSTRUCTION ADMINISTRATION

- 7.1 Pre-Construction Meeting and Regular Construction Progress Meetings.
- 7.2 SUBMITTAL REVIEWS – Team MDG will review and accept or deny required contractor submittals, cutsheets and samples for all disciplines.
- 7.3 SCHEDULED SITE VISITS – Participate in the following inspections (approximately 2):
 - Grading, Utilities, Lighting, Irrigation, Planting, etc.
 - Pre-maintenance period observation and punchlist to confirm completion.
 - Final walk through/post-maintenance period punchlist.
- 7.4 Final walk and sign off of project.
- 7.5 Certificate of Completion for Construction.
- 7.6 As-Built Record Drawings.

COST SUMMARY PER TASK

TASK 1: PROJECT LAUNCH / COORDINATION and PROGRAM DEVELOPMENT	\$ 12,100
TASK 2: SITE ANALYSIS, TOPOGRAPHIC SURVEY and UNDERSTANDING	\$ 11,200
TASK 3: SCHEMATIC MASTER PLAN DEVELOPMENT and COST ANALYSIS	\$ 14,900
TASK 4: DESIGN DEVELOPMENT (50%)	\$ 44,200
TASK 5: CONSTRUCTION DRAWINGS, SPECS and SUBMITTALS (90%, 100%-FINAL)	\$ 87,000
TASK 6: BID ADMINISTRATION	\$ 6,200
TASK 7: CONSTRUCTION ADMINISTRATION (onsite)	\$ 4,500



Additional Services

Offsite Factory Inspections \$ T&M
Civil Engineering \$ T&M

TOTAL **\$ 180,100**

Reimbursable expenses are included for deliverables noted above. Additional Services and reimbursables exceeding expectations shall be billed on an hourly rate / expense basis in accordance with MDG's Schedule of Rates.

MISCELLANEOUS PROVISIONS

1. This proposal will remain valid for the time of 6 months, after which, if a contract has not been executed, MELTON DESIGN GROUP, INC. reserves the right to revise billing rates and fee amounts.
2. If the Client deems a delay of scheduled deliveries or other due dates is needed, the Client may do so by written notice to the Consultant. Delays of six (6) months or more will result in a fee increase of 5% every six (6) months while the project is delayed.
3. This Agreement is construed and governed by the laws of the State of California. The venue for any proceeding brought by either Party with regard to any provision or obligation arising under this Agreement shall be in the County of the filing Party.
4. This Agreement is the entire and integrated agreement between Client and MDG and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and MDG.
5. If any term or provision of this Agreement is held as a matter of law to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect and be enforceable without such provisions, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
6. Neither Client nor MDG shall assign this Agreement without the written consent of the other.
7. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
8. MDG agrees to provide its professional services with its best skill and judgement in accordance with this Agreement; Federal, State and local laws and regulations and the generally accepted Standard of Care for Landscape Architects which are in effect at the time of this Agreement in all ways to further the interest of the Client and project(s). MDG shall furnish the services in an efficient manner and shall use its best efforts to see that the project is completed in conformity with the terms of this Agreement and consistent with the interest of the Client.

9. MDG shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action and other data supplied to MDG for the project.
10. MDG agrees that its officers and employees do not now have a conflict of interest with respect to any aspect of this Agreement and that MDG, its officers or employees, will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of services.
11. MDG shall maintain in force throughout the term of this Agreement insurance adequate by industry standards for professional liability and comprehensive general liability to insure against any claim or claims for damage arising in connection with MDG's performance or service provided under this Agreement.
12. Irrespective of any other term in this Agreement, MDG shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another party's errors or omissions or for another party's failure to complete their work or services in accordance with MDG's documents.
13. Both Client and MDG agree to indemnify the other Party; its officers, directors, employees and agents; defend and hold harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except to the extent arising solely from the gross negligence or willful misconduct of either Party.
14. Client and MDG waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. MDG's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against MDG for claims, disputes or other matters in question arising out of or relating to the Project.
15. Neither the Client nor MDG shall have any liability for any negligent act or omission of the other, its employees, officers or agents. In no event shall either Party be liable to the other Party for indirect or consequential loss of or damage to profits, business, revenue, goodwill or anticipated savings suffered by the other Party during the term of this Agreement.
16. To the extent damages are covered by property insurance during construction, Client and MDG waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or MDG, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
17. Client acknowledges and agrees that proper project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as irrigation equipment may result in damage to property or persons. Client further acknowledges and

agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

18. MDG shall maintain records of costs, expenses and billings pertaining to services performed under this Agreement in accordance with generally accepted accounting standards. Such records shall be available to the Client or the Client's authorized representative at mutually convenient times for a period of at least three (3) years after expiration or termination of this Agreement. Client shall have the right to audit and to verify the details set forth in MDG's billings, certificates and statements, either before or after payment. The terms of this paragraph shall survive any termination of the Agreement.
19. If either Party to this Agreement institutes a proceeding in court to enforce any provision of this Agreement, or for damages by reason of any breach of this Agreement, then the Prevailing Party will be entitled to recover from the other Party all costs of the suit, including, without limitation, court costs and such amounts as the court may award as reasonable attorney's fees and expenses for services rendered to the Prevailing Party during the proceedings.
20. MDG shall treat any Client-supplied information or information pertaining to the Client's business as confidential and shall not disclose any such information to others except as necessary for the performance of this Agreement or as authorized by the Client in writing.
21. This Agreement may be amended by written agreement of the Parties.
22. This Agreement may be terminated by either party with or without cause, provided the other party is given not less than five calendar (5) days' written notice of intent to terminate (delivered by certified mail, return receipt requested). Client shall pay MDG the reasonable value of services rendered by MDG or MDG sub-consultants prior to termination.
23. Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to:
Landscape Architects Technical Committee
2420 Del Paso Road, Suite 105, Sacramento, CA 95834. (916) 575-7230

Let us know if you have any questions concerning this proposal. If the above meets your approval, please sign and return a copy.

Sincerely,



Greg Melton, President/CEO
Principal Landscape Architect RLA #4217
Melton Design Group, Inc.



2023 SCHEDULE OF RATES

MDG PERSONNEL

Principal Landscape Architect	\$195.00 / hour
Project Manager	\$155.00 / hour
Irrigation Specialist	\$140.00 / hour
Graphic Designer	\$125.00 / hour
Designer/Technician	\$105.00 / hour
Administration	\$ 90.00 / hour

REIMBURSABLE EXPENSES

B & W Copies, 8.5 X 11	\$.35 each
B & W Copies, 11 X 17	\$.60 each
Color Copies 8.5 x 11	\$ 1.40 each
Color Copies 11 X 17	\$ 2.65 each
Binding Covers 8.5 x 11	\$ 3.00 each
Binding Covers 11 x 17	\$ 6.00 each
Black & White 24x36 Print	\$ 5.75 each
Black & White 30x42 Print	\$ 8.25 each
Color 24x36 Print	\$30.50 each
Color 30x42 Print	\$45.00 each
Premium Color Glossy Plan Print	\$65.00 each
Foam Core 24" x 36"	\$13.50 each
Foam Core 30" x 42"	\$16.00 each
Flash Drive	\$ 10.00 each
Overnight Mail	Cost Plus 15%
Courier	Cost Plus 15%
Photography	Cost Plus 15%
Soils Analysis	Cost Plus 15%
Travel / Automobile	\$.75 per mile

Note: Rates subject to change after one year of proposal



I hereby authorize Melton Design Group, Inc. to proceed with the work as set forth in this contract.

Date: _____ By: _____

Print Name: _____

Title: _____

Company: _____

CONTACT INFO and EMAIL ADDRESS WHERE BILLINGS ARE TO BE SENT:

Print Name and Title: _____

Company Project # or Reference Name: _____

Phone #: _____ Email: _____

Mailing Address: _____

State / Zip Code: _____

If more than one recipient for billings, please add Email below.

Email: _____

All checks are to be mailed to:
Melton Design Group, Inc.
820 Broadway Street
Chico, CA 95928

Billing Questions:
(530) 899-1616
Teresa@meltondg.com

AGENDA TRANSMITTAL

MEETING DATE: August 8, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Authorizing the Mayor to Sign a Letter of Support for the City of Benicia's Desire to Have the State Legislature Pass Special Legislation to Increase the Statutory Sales Tax Limit in Solano County from 9.25% to 9.75%.

FISCAL IMPACT: There would be no impact to the General Fund from this action.

STRATEGIC PLAN: Ensure Good Government.

BACKGROUND: By statute, the State of California limits the amount of sales tax that can be charged on purchases throughout California. The statewide tax rate is 7.25% and state law limits added district taxes to an additional 2%, capping the maximum rate at 9.25%. However, the State Legislature can make exceptions, as they have done in many circumstances throughout the state. For instance, cities in Monterey County go as high as 9.75%, cities in Contra Costa County and Los Angeles County can go up to 10.25% and cities in Alameda County can go as high as 10.75%.

STAFF REPORT: The City of Benicia is requesting that all cities in Solano County and the County Board of Supervisors support their desire to have the State Legislature pass special legislation which would allow for the statutory sales tax rate limit to be increased from 9.25% to 9.75% in Solano County.

This request is necessary as the City of Benicia finds itself facing a significant challenge, with expenditures surpassing the City's revenues. Due to limited opportunities for new development, stagnant population growth, and the need to raise additional local revenues, Benicia is seeking legislation to increase the maximum allowable sales tax.

It is important to note, should the legislature pass special legislation to increase the statutory sales tax limit in Solano County, sales taxes would not automatically increase. Rather, it would allow cities and the county, if desired, to place local measures on the ballot for the votes to decide if they wanted to approve an increase.

It is important to note that Suisun City could be impacted by the existing sales tax limitation. Both the County and MTC have discussed putting tax measures on the ballot. If the County or MTC were to put tax measures on the ballot, if passed those tax measures could limit any future tax measure that Suisun City may need to put on the ballot for our own purposes.

The tables on the following page provide a comparative view of sales tax rates in the cities in Solano County and of several neighboring cities in other counties.

The tables below provide a comparative view of the sales tax rates of several cities within the region:

Solano County

City	Sales Tax (%)
Benicia	8.375
Dixon	7.375
Fairfield	8.375
Rio Vista	8.125
Suisun City	8.375
Vallejo	9.25
Vacaville	8.125

Neighboring Cities

City	Sales Tax (%)
Concord	9.75
Napa	7.75
Sacramento	8.75
Walnut Creek	9.25
Davis	8.25
Martinez	9.75
Pleasant Hill	9.25

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2023-___: Authorizing the Mayor to Sign a Letter of Support for the City of Benicia's Desire to have the State Legislature Pass Special Legislation to Increase the Statutory Sales Tax Limit in Solano County from 9.25% to 9.75%.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-___: Authorizing the Mayor to Sign a Letter of Support for the City of Benicia's Desire to have the State Legislature Pass Special Legislation to Increase the Statutory Sales Tax Limit in Solano County from 9.25% to 9.75%.
2. Letter of Support for the City of Benicia's Desire to have the State Legislature Pass Special Legislation to Increase the Statutory Sales Tax Limit in Solano County from 9.25% to 9.75%.

PREPARED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. [Resolution Authorizing the Mayor to Sign a Letter of Support.pdf](#)
2. [Letter of Support.pdf](#)

RESOLUTION NO. 2023-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT FOR THE CITY
OF BENICIA'S DESIRE TO HAVE THE STATE LEGISLATURE PASS SPECIAL
LEGISLATION TO INCREASE THE STATUTORY SALES TAX LIMIT IN
SOLANO COUNTY FROM 9.25% TO 9.75%**

WHEREAS, the State of California limits the amount of sales tax that can be charged on purchases throughout California; and

WHEREAS, the statewide tax rate is 7.25% and state law limits added district taxes to an additional 2%, capping the maximum rate at 9.25%; and

WHEREAS, the State Legislature can make exceptions to the sales tax cap, as they have done in many circumstances throughout the state; and

WHEREAS, the City of Benicia is requesting that all cities in Solano County and the County Board of Supervisors support their desire to have the State Legislature pass special legislation which would allow for the statutory sales tax rate limit to be increased from 9.25% to 9.75% in Solano County; and

WHEREAS, the City of Benicia finds itself facing a significant challenge, with expenditures surpassing the City's revenues; and

WHEREAS, Suisun City could also be impacted by the existing sales tax limitation.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Suisun City, California, that the Mayor shall be authorized to sign a letter of support for the City of Benicia's desire to have the State Legislature pass special legislation to increase the statutory sale tax limit in Solano County from 9.25% to 9.75%.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 8th day of August 2023, by the following vote:

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

WITNESS my hand and the seal of said City this 8th day of August 2023.

Anita Skinner
City Clerk

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



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

CITY OF SUISUN CITY

701 Civic Center Blvd.
Suisun City, California 94585
Incorporated October 9, 1868

August 9, 2023

Honorable Mayor Steven Young
Benicia City Hall
230 East L Street Benicia, CA 94510

Letter of Support for Increase in Statutory Sales Tax Limit

Dear Mayor Young,

On behalf of the Suisun City Council of the City of Rio Vista, I am pleased to present the attached Resolution of support of your efforts to have the State Legislature pass special legislation that would increase Solano County's statutory sales tax limit from 9.25% to 9.75%.

The Suisun City Council considered your request at our August 8, 2023, City Council meeting. After considering this item the Council unanimously voted to support your request.

We wish you success in your efforts.

Sincerely,

Mayor Alma Hernandez

Attachment: Resolution of Support

DEPARTMENTS: AREA CODE (707)

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

AGENDA TRANSMITTAL

MEETING DATE: August 8, 2023

CITY AGENDA ITEM: Council Adoption of Resolution 2023-__: Approving the Amended and Restated Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Execute It on Behalf of the City.

FISCAL IMPACT: There is no additional cost associated with the recommended action.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND:

On July 18, 2023, 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, 2023 through June 30, 2025 with the adoption of Resolution No. 2023-98.

Upon finalizing the MOU document, it was discovered that provisions relating to restoring leave caps for holiday, vacation and compensatory time off and a separate provision increasing leave accrual cash out for represented dispatch employees were inadvertently omitted from the final adopted MOU. These provisions were included in the tentative agreement reached between the City and the SCPOA, which was ratified by the membership on June 27, 2023.

The City and SCPOA met and conferred in good faith pursuant to the requirements of the Meyers-Milius-Brown Act (MMBA) regarding amending the SCPOA MOU 20023-25 to include the negotiated provisions on restoring leave caps and leave accrual cash out, and jointly recommend Council approve the Amended and Restated MOU.

STAFF REPORT:

Specifically, the Amended and Restated MOU will do the following provisions:

Restore the previous contractually agreed upon leave caps effective July 1, 2024.

- Provide employees one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps.
- Those who are still over the leave cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave cap shall not be allowed to accrue over the cap from thereon.
- Increase the leave cash out for Dispatch employees from forty (40) hours to sixty (60) hours annually.

STAFF RECOMMENDATION: Council Adoption of Resolution 2023-__: Approving the Amended

and Restated Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Execute It on Behalf of the City.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__: Approving the Amended and Restated Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Execute It on Behalf of the City.
 - a. SCPOA Amended and Restated MOU 2023-25 (SCPOA MOU 2023-25)
2. SCPOA Amended and Restated MOU 2023-25 (SCPOA MOU 2023-25) – Redline

PREPARED BY:

Christina Penland, Human Resources Administrator

REVIEWED BY:

Greg Folsom, City Manager

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. [Resolution Approving SCPOA MOU 2023-25 .pdf](#)
- a. [Amended & Restated POA MOU 2023-25.pdf](#)
2. [Amended & Restated POA MOU 2023-25 - Redline.pdf](#)

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RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE AMENDED AND RESTATED MEMORANDUM OF
UNDERSTANDING (MOU) WITH THE SUISUN CITY POLICE OFFICERS’
ASSOCIATION (SCPOA) AND AUTHORIZING THE CITY MANAGER TO EXECUTE
IT ON BEHALF OF THE CITY.**

WHEREAS, on July 18, 2023 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, 2023 through June 30, 2025 (SCPOA MOU 2023-25) with the adoption of Resolution No. 2023-98; and

WHEREAS, the Tentative Agreement between the City and SCPOA’s authorized labor relations representatives for the SCPOA MOU 2023-25 included provisions for restoring holiday, vacation and compensatory time off leave caps to the original contractual accrued leave cap as designated in the MOU; and

WHEREAS, the Tentative Agreement also included provisions for increasing leave accrual cash out for represented Dispatch employees from forty hours annually, to sixty hours annually; and

WHEREAS, the Tentative Agreement was ratified by the SCPOA membership on June 27, 2023; and

WHEREAS, the provisions for restoring leave caps and increasing annual leave accrual cash out for Dispatch employees were inadvertently omitted from the final adopted SCPOA MOU 2023-25; 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) to Amend and Restate the SCPOA MOU 2023-25 to include the negotiated provisions on restoring leave caps and leave accrual cash out.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2023-____: Approving the Amended and Restated Memorandum of Understanding (MOU) with the Suisun City Police Officers’ Association (SCPOA) and Authorizing the City Manager to Execute it on Behalf of the City.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 8th day of August 2023, by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

1 **WITNESS** my hand and the seal of said City this 8th day of August 2023.

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Anita Skinner

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City Clerk

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Exhibit A: SCPOA Amended and Restated MOU 2023-25 (SCPOA MOU 2023-25)

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**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION**

**July 1, 2023
through
June 30, 2025**

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**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION**

INTRODUCTION

This amended and restated Agreement is entered into between the City of Suisun City, (hereinafter "City"), and the Suisun City Police Officers' Association, (hereinafter "SCPOA").

Pursuant to Government Code Section 3500 et seq. and the City of Suisun City Employer/Employee Relations Resolution No. 74-33, the following represents the Agreement reached between the City and the SCPOA, the terms of which will apply to current Employees represented by the SCPOA.

ARTICLE 1 RECOGNITION

1. Job Classes Represented.

The City recognizes the SCPOA as the exclusive representative for the following permanent sworn public safety and miscellaneous dispatch job classes on all matters relating to terms and conditions of employment pursuant to Government Code Section 3500 et seq.

Represented Job Classes
Police Officer
Public Safety Dispatcher I
Public Safety Dispatcher II
Police Sergeant
Senior Public Safety Dispatcher

2. Temporary/Limited-Service Positions.

It is agreed that Temporary Employees, Part-Time Employees, Emergency Employees, Volunteer Employees, and contractors are not governed by this Agreement and are not represented by SCPOA. Employees who work less than full-time are not represented by SCPOA. If an Employee who had occupied a Temporary, Provisional, or grant-funded Position or Classification is subsequently hired into the same job class as a Regular Employee, they shall be placed in the step level nearest to but not lower than their last Pay Rate as a Temporary, Provisional, or grant-funded Employee.

3. Reduction in Workforce.

In the event that a reduction in the workforce is necessary, the City Manager and the SCPOA shall meet and confer regarding an equitable procedure and/or options to avoid the reduction

in the workforce. It is not the intent of the City to lay off a Police Officer in order to replace him/her with a Reserve Police Officer.

4. Use of Reserve Police Officers.

The City has an interest in utilizing Reserve Police Officers to assist in patrolling the City and performing other duties to augment services provided to the community by members of SCPOA. The City does not have an interest in supplanting the services of members of SCPOA. The Parties agree that once properly trained, Reserve Police Officers may be assigned to patrol the City, may perform office duties (such as property and evidence, dispatching, filing, etc.), or may perform other duties as assigned. Reserve Police Officers may be assigned a regular shift to augment the minimum staffing level, as determined by the Police Chief in the General Orders. Reserve Police Officers may fill in for members of the SCPOA who have been assigned a regular shift but are unavailable for duty for the period in question, provided that SCPOA members have been offered and have rejected the offer to work on an Overtime basis. Such offers shall be made based on seniority within job class within the department.

5. Job Requirements.

Employees must maintain a valid POST certification as required for their position, as a condition of employment.

ARTICLE 2 MANAGEMENT RIGHTS AND RESPONSIBILITIES

1. The SCPOA recognizes and agrees that the City Council of the City of Suisun City (hereinafter "City Council"), on its own behalf and on the behalf of the electorate of the City through its bona fide agents, retains and reserves unto itself, limited only by the Articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, express or implied, by the laws and the Constitutions of the State of California and of the United States of America.

2. The SCPOA recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City Council, the adoption of the policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and expressed terms of this Agreement.

3. The SCPOA recognizes and agrees that the City Council's powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, including the outside purchase of products or services; the right to introduce new, or improved methods and facilities; and to otherwise take any action desired to run the entire operation efficiently, except as modified by the meet and confer requirement and this Agreement.

4. Any material conflict between this Agreement and approved policies and procedures shall be resolved through the meet and confer process by the City Manager and the SCPOA. Until such resolution, the approved City policies and procedures shall take precedence.

ARTICLE 3 SUPPORT OF AGREEMENT

1. During the term of this Agreement, the City agrees not to negotiate with any other organization on matters upon which the SCPOA is the exclusive representative and which is within its scope of representation.

2. The SCPOA agrees to negotiate only with the representative officially designated by the City to act on its behalf.

3. It is agreed that neither SCPOA, nor the City shall discriminate against any Employee because of race, national origin, gender, SCPOA membership, or refusal to join SCPOA. The City will not retaliate against any Employee on account of his/her membership in SCPOA, or for exercising his/her lawful rights in SCPOA-related activities.

ARTICLE 4 UNION TIME

1. Negotiating Sessions.

The Parties agree that union business should generally be conducted off City premises and, on the members' own time. The Parties also agree that it is in each Party's interest that the lines of communications remain open and accessible to representatives of both SCPOA and the City. Accordingly, any member serving on the SCPOA's negotiating team shall not suffer a loss of compensation for participating in meet and confer negotiating sessions. Further, negotiating team members may meet for a period of approximately one-half hour before and after the negotiating sessions. No approval is required if the negotiating session is occurring on the member's day off. Members will not be compensated for their participation in negotiating sessions that occur on days that they are not scheduled to work.

2. Union Meetings.

Union meetings should generally be conducted off City premises and on the members' own time. To ensure that members are not disenfranchised, the City agrees to provide paid release time to members on duty, as long as such release time is requested in advance and approved by the City Manager or Designee. The use of City facilities such as the Burdick Center for union meetings may also be approved by the City Manager or Designee, whenever either determines that it would be in the City's interest to do so.

3. New Employee Orientation & Contact Information.

All Employees will receive a New Employee Orientation within their first five (5) regular Workdays of employment with the City. The New Employee Orientation will be presented by Human Resources Division staff members at a time and place determined by the City. The purpose of this orientation is to review and complete required payroll, insurance benefits, and

similar required documentation; to train the Employee regarding City and/or Departmental policies, procedures and specific requirements of the position; and to provide other necessary information. At no time during the orientation shall a City or SCPOA representative provide derogatory information or advocacy about the other.

- A. The City will provide SCPOA notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.
- B. One (1) SCPOA representative, officer, steward, or member will be provided an opportunity for a 15- minute private session with the new Employee during the New employee Orientation. SCPOA may provide written information to be included with the orientation materials, in lieu of such a private session. Two (2) business days prior to the New Employee Orientation, SCPOA will provide to Human Resources the name and the contact information of its participating representative. The City and SCPOA will mutually agree to a suitable time during the New Employee Orientation for SCPOA's private meeting with the new Employee. Such private meeting will occur at the same location as the New Employee Orientation.
- C. Within 30 days of hire, and annually thereafter, the City will provide SCPOA with Employee contact information in electronic format as required by State law for all represented Employees.

ARTICLE 5 PERSONNEL RULES AND REGULATIONS

Administrative Directive (AD) 7, the City's Personnel Rules and Regulations (hereinafter "Personnel Rules"), was approved by City Council Resolution No. 2011-52 on June 7, 2011. Except as may be provided in this Agreement, the applicable sections of the Personnel Rules, as may be amended from time to time, shall apply to the Employees represented by SCPOA. Prior to amending Resolution No. 2011-52 regarding wages, hours, or other terms and conditions of employment, the Parties shall first meet and confer on the modifications as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.). Unless otherwise provided in this Agreement, the definitions of terms used in this Agreement shall be the definitions provided in Chapter 2 of the Personnel Rules. The Personnel Rules are incorporated herein by this reference; however, the costs associated with the hearing officer provided for in AD 7 with regard to the Level Two appeal of a disciplinary action shall be paid for 100 percent by the City in the case of SCPOA.

ARTICLE 6 COMPENSATION

- 1. Base Salary.
- A. Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the base wage rates set forth in the Citywide Salary Schedule shall be adjusted as follows:

Job Class	Monthly Salary Prior to Base Wage Adjustments Eff. 5/12/23	Base Wage Increase Eff. 5/12/23	Approx. % of Base Wage Increase Eff. 5/12/23	Approx. Monthly Salary Eff. 5/12/23	Proposed Wage Adjustment (Rounded 3 decimal point)	Approx. New Monthly Top Step	Total % Change
Police Officer	\$6,999	\$6/hour	14.9%	\$8,039	18.487%	\$9,525	36.1%
Police Sergeant	\$9,195	\$6/hour	11.3%	\$10,235	11.675%	\$11,430	24.3%
Public Safety Dispatcher I	\$5,193	\$4/hour	13.4%	\$5,887	3.138%	\$6,071	16.9%
Public Safety Dispatcher II	\$5,560	\$4/hour	12.5%	\$6,253	6.802%	\$6,679	20.1%
Senior Public Safety Dispatcher	\$6,116	\$4/hour	11.3%	\$6,809	7.892%	\$7,346	20.1%

- B. The previous base wage increases provided effective 5/12/2023 to the employee's position within the range decreased the differential between steps to less than 5% as was identified by the alpha numerical salary ranges established for the following classifications: Police Officer, Police Sergeant, Public Safety Dispatcher I, Senior Public Safety Dispatcher. The alpha salary range will be eliminated once the proposed base wage adjustments for the successor MOU are implemented. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range assigned to their classification and will maintain their current step placement within the range. Nothing herein requires the City to maintain the 5% differential between steps beyond this successor MOU.
- C. The aforementioned base wage adjustments will be effective the first pay period following 7/1/2023, should the parties reach a tentative agreement that is ratified by the SCPOA membership no later than 6/30/2023 and subsequently signed by its authorized labor representatives no later than 7/6/2023.
- D. Effective the last full pay period of June 2025, represented employees shall receive a two-point five (2.5%) percent Cost of Living Adjustment (COLA), condition precedent on if the City's actual revenue for Fiscal Year 2023/24 exceed budgeted revenues for Fiscal Year 2023/24 by at least three (3%) percent.
- E. Effective the first full pay period of January 2024, represented Dispatch employees on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).
- F. Effective the first full pay period of July 2024, represented Dispatch employees on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).

2. Acting Pay.

The City will provide Acting Pay of five (5%) percent for a Police Officer, Sergeant, or Dispatch employee assigned, in writing by the Police Chief, to work out of class in a higher job classification. Acting Assignments are typically long-term assignments resulting from a vacancy in the higher job

classification that may occur through separation, extended vacation, or a long-term leave of absence.

- A. In order to receive Acting Pay, there must exist a budgeted position, the assignment must be made in writing, and the employee may not refuse to perform any duty or responsibility of the higher job class.
- B. Acting pay shall not be applied to a request to cash-out any form of paid leave or payment for accrued and unused paid leave hours at the time of separation.

3. Bilingual Pay.

An Employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City (based on the recommendation of the Police Chief), shall be paid \$46.15 per pay period upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. In order to become certified, an Employee must achieve a score of at least 9 on a scale of 12. A certified Employee shall request Bilingual Incentive Pay on a form approved by the City Manager. Employees shall be recertified at least once every two years.

4. Nighttime Hours Differential.

The City will provide a Nighttime Hours Differential equal to 2.5% of the base salary for Police Officers, Police Sergeants and Dispatch employees assigned to work any payable amount of time (to the nearest 15 minutes) between the hours of 6:00pm – 6:00am.

- A. The Nighttime differential shall not be paid to any day shift personnel, unless approved by the night shift supervisor to cover a vacancy after 6:00pm.
- B. The Nighttime hours differential shall be payable only for time worked during the shift premium period and shall not be paid for non-work time such as sick leave, vacation, or other paid leave.

5. Court Appearances.

This section shall apply to Police Officers, Police Sergeants and Dispatch employees.

- A. Employees who are required to appear in court during off-duty hours as a result of an event arising from their official duties shall be compensated for their appearance in court at the applicable Overtime Rate. The Court Appearance Minimum shall be four (4) hours at the applicable Overtime Rate. The Court Appearance Minimum shall not overlap with compensation for any regularly scheduled duty time.
- B. If the court appearance is required during the Employee's assigned duty shift (watch) and the court appearance causes an Employee to extend beyond their regular scheduled end of watch time, such extended time shall be considered an extension of the duty shift.

- C. Time for court appearances shall be computed from sign in until time released.
- D. The Court Appearance Minimum shall be granted to an Employee if the court appearance (or subpoena) is cancelled less than twenty-four (24) hours prior to time of appearance. If an employee has multiple subpoenas on the same day and all are cancelled less than twenty-four (24) hours prior to the Court appearance, the employee will only be eligible for the Court Appearance Minimum.
- E. Should the Employee receive two subpoenas and one is cancelled while the other still requires the employee to attend court, then the employee will only be compensated for the actual appearance. In this instance, an Employee will not be entitled to the Court Appearance Minimum for the cancelled appearance.
- A. Except as otherwise provided in articles pertaining to CTO accrual, Court Appearance compensation shall be in the form of a cash payment or CTO at the Employee's option.

6. Call-Back Pay.

This section shall apply to Police Officers, Police Sergeants and Dispatch employees.

- A. All Employees, who are required to return to work outside of their normal working hours, shall receive Call-Back Pay at the applicable Overtime Rate for a minimum of 2.0 hours.
- B. If the call-back time is not canceled prior to the Employee's arrival for duty, the Employee shall be compensated for a minimum of 2.0 hours at the applicable Overtime Rate.
- C. This form of compensation applies to a situation where an Employee is required to appear before or attend a City or Department board, committee, or any other function, with the following exceptions:
 - 1) If an Employee requests a meeting, or appears as an applicant before any board, committee, etc., the Employee shall not receive any type of compensation for such activities.
 - 2) If an Employee is called back due to times or details missing from a report of enough importance that it cannot wait until the Employee's next assigned shift, the Employee will not be compensated for a "call back" under this section. The Employee will be compensated only at the applicable Overtime Rate for the actual time spent completing the report.
- D. Except as provided in the articles pertaining to CTO accrual, compensation for call-back time shall be the form of a cash payment or CTO at the option of the Employee.

ARTICLE 7

HOLIDAY LEAVE

1. Holiday Leave Accrual.

In lieu of observing Municipal Holidays as provided in AD 7, Personnel Rules, Holiday Leave shall be accrued by adding 4.0 hours per pay period to the Holiday Leave account and an additional eight (8) hours on the nineteenth day of June. Holiday Leave is accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their holiday time, a maximum of two hundred (200) hours is allowed to accrue in that balance. Employees may take approved time off using Holiday Leave or stop accruing Holiday Leave until the balance is reduced below two hundred (200) hours. If an Employee is at the limit, they must request to take Holiday 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 would result in discontinuing the accrual of Holiday Leave until the balance is reduced by twenty (20) hours. Employees may not cash out Holiday Leave except upon leaving City service or during the annual January cash out.

2. Holiday Leave 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 Holiday Leave balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Holiday Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. No Holiday Leave cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

3. Restoring Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 8

HEALTH AND WELFARE

1. Core Flex Plan.

The City will contribute a Core Flex Plan amount equivalent to the Kaiser Permanente Region 1 Premium for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost. Should the premium cost of the health plan selected by the employee be less than the Kaiser Permanente Region 1 premium, the City shall pay no more than the full cost of the Kaiser Permanente rate, with the difference between the cost of the selected health plan premium and the maximum provided by the City eligible to be applied toward the cost of vision and dental premiums.

2. Flexible Benefit Options.

The City agrees to provide a five hundred (\$500) dollars per month (employee only) and seven hundred (\$700) dollars 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 and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during each Open Enrollment Period established by the City.

3. Restrictions.

An Employee may either enroll in the Core Flex Plan or may 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 or enrollment in a Dental and/or Vision Plan.

4. Medical Insurance Benefits after Death While on Duty.

Should a sworn member of SCPOA lose his/her life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member's immediate dependent family. Said payments will continue for a period of up to three years, providing the City's insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City's medical plan at its own cost after the three years has elapsed, providing that the plan allows for continued participation.

5. Medical Conversion Plan.

SCPOA sworn members with 12 years or more of service with the City, who separate from City service on good terms, may remain on the City's medical plan, providing that the plan allows for continued participation. The member shall assume full responsibility for payment of the insurance premium.

6. Sick Leave Conversion to Fund Medical Premiums.

Upon normal retirement of a sworn member from the City, 25.0 percent of an Employee's Sick Leave balance may be converted to a cash equivalent and used to fund medical premiums. This

conversion will be deducted from the amount reported for CalPERS credit in Section 2 of Article 9.

ARTICLE 9 RETIREMENT

The Public Employees' Pension Reform Act of 2013 (PEPRA) provides that all Employees who are currently participating in a CalPERS retirement plan, or those who have had a break in service that does not exceed six months, shall be considered "Classic" Employees. All new Employees who do not meet those criteria shall be considered PEPRA New Employees.

1. Classic Miscellaneous Employee Benefits.

Except as provided in this Article, The City agrees to provide the 2.0 percent at 55 CalPERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

- A. One-Year Final Compensation. The City provides one-year final compensation pursuant to Government Code Section 20042.
- B. Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.
- C. All miscellaneous employees covered by this MOU 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 PEPRA employees as soon as practicable after CalPERS approval of the EPMC change.

2. Classic Safety Police Employee Benefits.

The City agrees to participate in 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. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article 8. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

- A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").
- B. Consistent with Internal Revenue Code Section 414(h)(2), the contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.
- C. Employees will receive an increase to their base hourly rate of 5.5 percent in exchange for Classic members paying the full employee contribution along with PEPRA employees as soon as practicable after CalPERS approval of the EPMC change.

3. PEPRA New Miscellaneous Employee Benefits.

The City agrees to provide 2.0% at 62 PERS Retirement Plan for Public Employees' Pension Reform Act of 2013 (PEPRA) New 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 EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

4. PEPRA New Safety Police Employee Benefits.

The City agrees to provide 2.7% at 57 CalPERS Plan for PEPRA New 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. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

ARTICLE 10 LIFE INSURANCE

Group Life Insurance. The City agrees to keep a life insurance policy in full force and effect that provides a \$200,000 death benefit for each represented member.

ARTICLE 11 SUPPLEMENTAL INSURANCE

The City has contracted with Colonial for voluntary supplemental insurance benefits which may be paid through City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best interest of the City.

ARTICLE 12 EMPLOYEE ASSISTANCE PROGRAM

The City will continue to provide an Employee Assistance Program (EAP). The program will include at a minimum but not limited to, five personal counseling sessions, counselors located within a reasonable commute distance, substance abuse counseling, availability of emergency visits, and workplace crisis response. Employees will be provided with a brochure outlining the benefits of the program.

ARTICLE 13 WORKERS' COMPENSATION

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

ARTICLE 14 STATE DISABILITY INSURANCE COVERAGE

1. State Disability Insurance.

The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for Dispatch employees represented by SCPOA. Sworn members of the SCPOA do not participate in SDI.

2. Payment of SDI Premiums.

SDI premiums shall be paid in full by all participating Employees.

ARTICLE 15 SICK LEAVE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a protected leave status shall be required to use available accrued paid leave prior to going leave without pay. Rules pertaining to additional leaves of absence are contained in the City's Personnel Rules and Regulations.

ARTICLE 16 LIGHT DUTY

1. Any Employee, who previously has been off duty due to injury, illness, or other medical reason and who has been medically released by a doctor to return to work with restrictions, may be assigned to light duty. Assignment to light duty will be based on the City's ability to accommodate the work restrictions.

2. Light duty will not be approved unless there is work available which may be performed within the limitations and/or restrictions of the affected Employee.

ARTICLE 17 LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY

1. The City shall comply with applicable federal and state laws governing work-related injuries, leaves, and compensation.

2. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.

3. The City shall coordinate accrued Sick Leave with Workers' Comp benefits.

4. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, CTO, 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.

ARTICLE 18

PAYROLL STATUS

1. Payroll Status.

Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:

- A. Working Full-Time.
- B. Working Part-Time, at least a thirty (30) hour or greater workweek.
- C. Working on a restricted or limited duty basis.
- D. Off work due to an injury or illness covered under Workers' Compensation.
- E. Off work due to an injury or illness covered under State Disability Insurance.
- F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).
- G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).
- H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).

2. Continuation of City-Paid Insurance Premiums.

The City shall continue to contribute the City's share of the health, and life insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave in conjunction with Workers' Comp/SDI benefits to create the equivalent of at least a thirty (30) hour or greater workweek, exclusive of Overtime.

3. Non-Payroll Status.

- A. Any Employee off work on SDI who has exhausted his/her benefits under FMLA, CFRA, or PDL, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek, exclusive of Overtime shall be considered to be in a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave (Vacation, Sick and Holiday), and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf. The City will continue to contribute life insurance premiums for employees in a non-payroll status.

- B. An Employee off work on Workers' Compensation, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek, exclusive of Overtime shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation, Sick, and Holiday); however, the City will continue to contribute the City's share of health insurance premiums on the Employee's behalf for a period of no more than 12 months from the date of injury. The City will continue to contribute life insurance premiums for employees in a non-payroll status.
- C. Employees contributing to the 457 Deferred Compensation plan, and who are off work on Workers' Compensation/SDI, will have all contributions to the deferred compensation plan stopped during the time on leave unless they are integrating sufficient accrued paid leave to cover the full amount of the requested deferred compensation plan contribution. Workers' Compensation/SDI benefits are non-taxable benefits, therefore shall not be used toward 457 plan contributions.

ARTICLE 19 WORKERS' COMP/SDI MEDICAL LEAVE

1. Employee Options Regarding SDI Medical Leave.

There are three options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows:

- A. Option 1: Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave.
- B. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, CTO, and/or Holiday Leave, in this order, unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on their Request for Leave (RFL) whether the Employee is integrating Sick Leave, and other leave accruals, with SDI benefits.
- C. Option 3: Employees who apply for disability insurance, may provide the City with the supplemental benefits received by SDI, to be credited to a disability leave accrual account, which the City will then reissue to employees through payroll, enabling employees to remain on payroll status, so long as they integrate accrued leave to create at least a thirty (30) hour or greater workweek, exclusive of Overtime.
- D. The amount of supplement for any hour of any normal Workday shall not exceed the difference between one hundred (100%) percent of the Employee's normal gross salary rate and the "weekly benefit amount".

2. Medical Leave While on Workers' Comp/SDI.

Employees who are off work on medical leave covered under Workers' Comp or SDI may supplement their insurance coverage benefits to ensure that they receive up to one hundred (100%) percent of their normal pay, exclusive of Overtime.

3. How a Supplement is Treated.

The Employee shall receive up to one hundred (100%) percent of their gross salary rate including any regular hours worked and leave accruals to cover time off (Sick leave, Vacation, CTO and/or Holiday Leave), until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive up to one hundred (100%) percent of Employee's gross salary rate when combining the supplemental amount provided by Workers' Comp/SDI with integrated leave.

4. Paid Leave Accrual.

An Employee shall earn Sick Leave, Vacation Leave, and Holiday Leave benefits during any full bi-weekly pay period in which the Employee receives Workers' Comp/SDI benefits and is on Payroll Status. Furthermore, an Employee shall receive service credit including for seniority and merit step increases during such a period, as long as the Employee is in a Payroll Status with the City. Retirement service credit is determined by CalPERS.

5. Leave of Absence While on SDI.

An Employee who is receiving SDI benefits while absent from work, but who is in a Non-Payroll Status with the City is entitled to a leave of absence under Section 10.2 of the Personnel Rules subject to the requirements of that Section.

ARTICLE 20 PAYROLL DEDUCTION

Upon receipt of an authorized form from an Employee, the City shall make credit union or bank deductions from the Employee's check. Upon written request, the City will advise the SCPOA of all deduction changes for its members.

ARTICLE 21 OUTSIDE EMPLOYMENT

1. Employees may engage in outside employment, in addition to their City employment, only under the following conditions (as provided by the Personnel Rules, the Police Department "Policies and Procedures Manual", California Penal Code Section 70, and California Government Code Section 1126):

A. There shall be no conflict of interest or incompatibility with the Employee's City employment. No Employee shall engage in employment as a Notary Public, Private Detective, Bill Collector, or Counselor at Law. Furthermore, no Employee shall have as a business partner any person whose occupation would fall into the above categories. Furthermore, no Employee shall engage in or participate either directly or indirectly as principal, agent, or employee of:

- 1) Any tow car, motor vehicle wrecker, ambulance service, or taxicab service.
 - 2) Any establishment where the sale of liquor is the principal business.
 - 3) Any employment dealing with the investigation or adjusting of claims or losses arising out of motor vehicle or other types of accidents.
 - 4) Any employment with any other Law Enforcement Agency, custodial, corrective or investigative agency, or any other type of employment requiring the "power of a peace officer," or in any job where a concealed weapon could be used as part of the Employee function, except as provided in Subsection A.5. below.
 - 5) The City agrees to meet and confer to develop a side letter that lays out the specifics of a program that would allow Employees to seek approval for outside employment under certain conditions. These conditions would include armed private security but would not include temporary employment with other public law enforcement agencies.
- B. The time involved in outside employment shall not adversely affect the Employee's attitude or efficiency in the Employee's City employment. Unless authorized by the Police Chief, part-time work shall not be performed within 8.0 hours preceding the Employee's normal duty hours with the City of Suisun City. The total time worked shall not exceed 24.0 hours in any seven consecutive days.
- C. No telephone calls or personal contacts concerning the outside employment shall be made during the hours of City employment. The Employee shall not conduct or promote in any manner, the Employee's part-time work while on duty, and the Employee shall not use any of the facilities of the City for that purpose.
- D. Each Employee shall report all outside employment to the Police Chief and shall secure the written approval of the Police Chief and the City's Personnel Officer prior to the commencement of outside employment. Any Employee desiring to engage in outside employment on a part-time basis shall forward a written request to the Police Chief, in duplicate, outlining the nature of the part-time work, name of employer and whether it is to be long- or short-term work.
2. Employees engaged in part-time work shall not expect or request special consideration as to shift arrangement, illness or injury due to part-time work, or tardiness when starting shift. In the event of illness or injury occurring while engaged in part-time work, a doctor's examination shall be requested before resuming City duties. Part-time employment shall not be engaged in when an Employee is off ill and cannot perform the Employee's duties for the City.

ARTICLE 22 LAYOFF AND REEMPLOYMENT

Rules regarding Layoff and Reemployment are set forth in Section 13.2 of the Personnel Rules.

ARTICLE 23

GENERAL PROVISIONS

1. Severability.

If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the Parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

2. Full Understanding.

The Parties agree that this Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.

3. No Requirement to Meet and Confer.

Except as provided Appendix A, Article 4 and Appendix B, Article 5, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Agreement during the term of this Agreement.

4. Reopeners.

Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purposes:

- A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.
- B. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCPOA.
- C. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and
- D. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.
- E. Upon completion of an audit of overtime and wages, the parties agree to reopen to discuss any modifications that may be necessary, which may include but is not limited to the means and method for calculating overtime.
- F. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only grounds for reopening the Agreement during its term.

5. Savings Clause.

In the event that the implementation of any article, section, subsection, or paragraph of this Agreement shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the SCPOA shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section, subsection, or paragraph.

6. No Strike/Lockout.

The SCPOA agrees that there will be no strike, work stoppage, slowdown, "sick in", sit down, refusal to perform work, other interference with City operations, picketing, or refusal to enter upon City premises on any account or in connection with any grievance or dispute. The City agrees that it will not engage in any lockouts during the term of this Agreement.

7. Successor Agreement.

This Agreement shall be in full effect from July 1, 2023 through and including June 30, 2025. Either Party may serve upon the other its written request to commence negotiations for such successor Agreement as early as February 1, 2025. Upon receipt of such written notice, negotiation sessions shall commence no later than thirty (30) days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction within the limitations of the City's ability to pay with the intent to be completed no later than June 30, 2025.

8. Distribution of Agreement.

Within ten (10) days of the adoption of this Agreement, all covered Employees shall receive a copy of the Agreement. The "copy" may be provided in electronic format.

9. Effective Date.

The effective date of this Agreement shall be July 1, 2023.

[APPENDIX A – SWORN LAW ENFORCEMENT EMPLOYEES ON NEXT PAGE]

APPENDIX A – SWORN LAW ENFORCEMENT EMPLOYEES

ARTICLE 1 ADDITIONAL COMPENSATION

1. Entry-Level Police Officer Probationary Period and Merit Increases.

Notwithstanding AD 7, the “Anniversary Date” for entry-level Police Officers is twelve months from the date of hire instead of the date of completion of probation. Police Officers are eligible for merit increases on their Anniversary Date and annually thereafter. Upon the successful completion of Probation with 18 months service, however, an entry-level Police Officer at B Step is eligible to advance to C Step. This advance to C Step will not change the employee’s Anniversary Date or eligibility for future Merit Increases on their Anniversary Date. When an entry-level Police Officer’s Probation is extended, their Anniversary Date may be modified. Police Officers who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range within the timeframes indicated above, subject to a performance evaluation and the Police Chief’s recommendation.

2. Lateral Police Officer and Police Sergeant Probationary Period and Merit Increases.

All newly appointed Police Sergeants and Lateral Police Officers will serve a probationary period of 12 months. All Police Sergeants and Lateral Police Officer hires who have successfully completed their probationary period will be eligible for a merit increase. Advancement within a Pay Range shall not be automatic; all increases shall be based on merit. Annually on the anniversary of the appointment to Police Sergeant or as a Lateral Police Officer, Employees will be eligible to advance to the next higher step. Police Sergeants and Lateral Police Officer hires who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range within the timeframes indicated above, subject to a performance evaluation and the Police Chief’s recommendation. A Lateral Police Officer hired at Steps A or B, shall be eligible for the same merit advancement schedule as provided to Entry-Level Police Officers.

3. POST Certificate Pay – Sworn Officers.

Certificate Pay shall be provided for Employees who have earned a Peace Officer Standards and Training, (hereinafter “POST”) Basic Certificate, Intermediate Certificate and Advanced Certificate. Pay will be provided the pay period immediately following receipt of the certification from POST effective the issue day of the certificate.

- A. POST Basic Certificate. The City agrees to pay two (2%) percent of Base Salary for Police Officers who have earned a POST Basic Certificate.
- B. POST Intermediate Certificate. The City agrees to pay an additional five (5%) percent above POST Basic Certificate Pay for Police Officers and Police Sergeants who have earned a POST Intermediate Certificate.
- C. POST Advanced Certificate. The City agrees to pay an additional five (5%) percent above POST Intermediate Certificate Pay for Police Officers and Police Sergeants who have earned a POST Advanced Certificate.

4. Police Corporal Assignment Pay.

Police Officers, serving on Special Assignment as Police Corporals, who are not receiving any other Assignment Pay, shall receive additional pay for this assignment. Police Corporal Assignment Pay shall be calculated as an hourly rate equivalent to five (5%) percent of the employee's base hourly rate of pay.

5. Field Training Officer Assignment Pay.

Police Officers, who are certified FTO Trainers, and not receiving any other Assignment Pay, shall receive FTO Assignment Pay while they are training a regular or reserve officer. At no time shall FTO Assignment Pay for one or more FTOs who are training the same trainee for one shift exceed the total hours worked by the trainee during that shift. FTO Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the employee's base hourly rate of pay.

6. Officer-in-Charge Assignment Pay.

Police Officers, who are not receiving any other Assignment Pay, shall receive OIC Assignment Pay while they are serving as the Officer in Charge (hereinafter "OIC") in the absence of a Police Sergeant for a period of at least one hour. OIC Assignment Pay shall be calculated as an hourly rate equivalent to five (5%) percent of the employee's base hourly rate of pay.

7. Detective Assignment Pay.

Police Officers and Sergeants serving on special assignment as Detective, who are not receiving any other Assignment Pay, shall receive Detective Assignment Pay. Detective Assignment Pay shall be calculated as an hourly rate equivalent to five (5%) percent of the employee's base hourly rate of pay.

8. Sworn Officer Longevity Pay.

Upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a three (3%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City service shall be entitled to an additional three (3%) percent increase in compensation (for a total of six (6%) percent).

9. Range Qualification.

With the prior approval of an Employee's supervisor, range qualifications on off-duty hours shall be paid at the applicable Overtime Rate for a minimum of 2.0 hours. Except as provided in the articles pertaining to CTO accrual, the time shall be in the form of a cash payment or compensatory time off (hereinafter "CTO") at the Employee's option.

ARTICLE 2 HOURS OF WORK

1. Workweek/Workday.

At the discretion of the City, Regular Full-Time Employees shall be assigned to one of the following work schedules:

- A. A forty (40) hour workweek consisting of five (5) consecutive eight (8) hour days in a seven (7) day period (hereinafter "5/40"), beginning at noon on Friday through 11:59 am on the following Friday. All other work schedules shall be considered Alternative Work Schedules (AWS).
- B. Authorized Alternative Work Schedules include: four (4) consecutive ten (10) hour days in a seven (7) day period (hereinafter "4/10"), or nine (9) workdays totaling eighty (80) hours during a fourteen-day period (hereinafter "9/80"), or twelve (12) hour shifts consisting of six (6) workdays of twelve (12) hours and a seventh (7th) workday of eight (8) hours, totaling eighty (80) hours during a fourteen-day period (hereinafter "3/12/8"), or twelve (12) hour shifts consisting of seven (7) workdays during a fourteen (14) day period (hereinafter "3/12"). AWS may include any other configuration approved by the Police Chief and City Manager.
- C. AWS Assignments are subject to recommendation of the Police Chief and City Manager approval and shall not be considered permanent. At such time as the Police Chief and City Manager determine that an AWS does not meet departmental needs for any or all employees, the City can change or discontinue the AWS upon thirty (30) day notice to the affected employee(s) and the SCPOA of the change or discontinuation, with no meet and confer required, but the SCPOA shall be afforded the opportunity to explore alternative, nonbinding options, with the Police Chief during that 30-day notice period. The POA retains the right to file a grievance over this provision.

2. Rest Periods.

Whenever an employee is assigned to a fixed schedule shift of more than 10 hours, there shall be a mandatory minimum rest period of eight (8) consecutive hours between the end of one scheduled work shift and the start of the next scheduled work shift. Mandatory rest periods interrupted by a court appearance will begin 30 minutes after the employee is released from court, rounded to the nearest quarter hour.

Example:

- A. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 2 p.m. the same day, the 8 consecutive hours occurs between 6 a.m. and 2 p.m. and there is no mandatory rest period after the court appearance is completed.
- B. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 8:30 a.m. the same day, and the court appearance is over by 9:30 a.m., the 8 consecutive hours start at 10 a.m. and ends at 6 p.m., the beginning of the next work shift. Therefore, there is no mandatory rest period after the court appearance is completed.
- C. If an employee completes a regular work shift at 6 p.m. and has a scheduled court appearance at 10 a.m. the same day, and the court appearance is over by 10:45 a.m., the 8

consecutive hours starts at 11:15 a.m. and ends at 7:15 p.m. The employee is not required to take vacation, holiday, compensatory time or unpaid leave to cover the absence. An employee requiring a mandatory rest period shall immediately coordinate that absence with the on-duty supervisor.

3. Exceptions to Mandatory Rest Period.

In the event of a critical incident and/or when the shift falls below the minimum staffing (1 supervisor and 2 officers), employees may be ordered by the shift supervisor to return to work before the 8 consecutive hours of rest period are completed. The remaining hours of the mandatory rest period not completed, shall be compensated at the applicable Overtime Rate.

Example:

- A. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 1:30 p.m. the same day, and the court appearance is over by 4 p.m., and the 8 consecutive hour starts at 4:30 p.m. and ends at 12:30 a.m.
- B. If the employee is ordered to return to work before 12:30 a.m., those hours after the start of their scheduled shift (6 p.m.) until the end of the consecutive 8 hour rest period (12:30 a.m.) shall be compensated at the applicable Overtime Rate.

4. Work Schedule.

- A. Except as provided in Subsection D of this Section, the City shall not reschedule an Employee's shift to split the Employee's days off. If an Employee requests a shift change with another Employee, this shall not be considered a rescheduling by the City and the Employee shall not be paid at the Overtime Rate.
- B. Except as provided in Subsection D of this Section, in the event the City changes an Employee's regularly scheduled shift without at least five days' notice, those hours shall be paid at the applicable Overtime Rate. Notice shall consist of oral notification or written notification placed in the Employee's shift box.
- C. Except as provided in Subsection D of this Section, in the event the City assigns or schedules an Employee to work a shift with notice of fewer than twelve hours between his/her last assigned shift or scheduled duty, then the second shift shall be paid at the applicable Overtime Rate.
- D. The exceptions to Subsections A, B, and C of this Section are as follows:
 - 1) Employee-requested shift changes.
 - 2) Changes made in the schedule of an Employee assigned to a training function.
 - 3) A general departmental shift change.
 - 4) Employees assigned to a short-term, non-patrol function such as: boat patrol, crime suppression, major incident call outs, DUI checkpoints, and SWAT.
 - 5) Time already compensated under the Overtime provisions of this Article.

- E. Employees will be given the opportunity to indicate shift preference on a seniority basis. When making shift assignments, the Department shall consider such preferences, but they shall not be binding. Employees may remain on the same shift for up to 18 months.

5. Meal Periods

- A. Except as provided in Section D of this subsection, all Employees shall be entitled to a 45-minute meal period to be included in the regular shift.
- B. Employees assigned to a course of training, a non-patrol assignment, and who are not required to be on-duty during their meal period, shall not be compensated for the time spent on the meal period.
- C. Employees assigned as the School Resource Officer (SRO) or to an investigations assignment shall be afforded a paid one-half hour lunch period, during which the SRO shall be subject to call-out.
- D. Officers assigned to court shall be compensated for time spent on their meal period, providing they are required to return to court after the meal period.

6. Flex Time.

Time worked in excess of the Employee's regularly scheduled Workday may be taken as "flex time" on an hour-for-hour basis provided that:

- A. The time is taken within the same workweek that it is earned; and
- B. The determination that such time is considered "flex time" is mutually agreed upon by the Employee and the Employee's supervisor; and
- C. The supervisor adjusts the posted work schedule.

ARTICLE 3 STANDBY-BY PAY

Any Employee who is required by a directive from a first-level supervisor or above, or an order by the Court or the District Attorney or his/her representative, to remain available for duty or to remain available to appear in Court (and is thereby placed on "stand by") and is restricted from travel to any area or location which would preclude the Employee's return to duty within one hour, or is required to maintain telephone contact or pager contact at all times during such stand-by period, shall receive Stand-By Pay, which shall be compensated at the rate of one-half of the Employee's Regular Salary (straight-time hourly) rate for the time period that the Employee is on "stand by".

ARTICLE 4 OVERTIME PAY

1. For the purpose of Overtime and minimum time calculations, an Employee may not be paid twice for the same time period. If time periods overlap, then the time shall be calculated as a continuous work period.
2. The Work Period for Sworn Employees is 14-days per the FLSA 7K exemption. Sworn employees will be paid at the Overtime Rate for all hours worked in excess of eighty (80) hours per 14-day FLSA work period.
3. All time on paid leave status will be considered hours worked for the purpose of computing Overtime.
4. Work schedules may be temporarily realigned for Employees attending Job-Related Training. Consistent with the realigned work schedule, Employees traveling to and from such training outside of those work hours, minus the time it would take to drive to and from their residence to the SCPD, shall be compensated by the City. The Employee shall receive written approval in advance for such compensated travel.
5. Employees attending job-related and assigned training shall receive credit for the total amount of hours scheduled for that training even if it is less than the original scheduled time. Employee travel time, however, shall not be calculated as overtime if that travel time falls within the scheduled course hours.
6. When an Employee is expected to be absent for one or more workweeks for Workers' Compensation Leave (4850 or Temporary Total Disability), Sick Leave, Family or Medical Leave pursuant to state and federal law, or a non-paid status, the employee's work schedule shall be converted to a five (5) day, forty (40) hour workweek at the beginning of the work period following receipt of such information, or, if known prior to the work period in which the absence will occur, at the beginning of the work period in which the absence begins.
7. Employees working on an authorized and documented temporary assignment under Light Duty or a Reasonable Accommodation will have their work schedule changed to meet the needs of the unit to which they are assigned during these temporary assignments.
8. The parties agree to meet and confer regarding implementation of a different FLSA work period for sworn employees.

ARTICLE 5 COMPENSATORY TIME OFF (CTO)

1. CTO Accumulation.
Except as otherwise provided in this Article, an Employee shall have the discretion to have the compensation for hours worked on an Overtime basis credited as either CTO or paid Overtime. The maximum accumulation of CTO is as follows: the first 10 years of City service: 160.0 hours;

over 10 years of City service: 200.0 hours. If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Employees shall schedule time off using CTO only with prior Police Chief approval.

2. Backfilling on CTO.

When one Employee uses CTO to be off work on a paid basis, and if the Employee who backfills the first Employee would be working in an Overtime situation, the backfilling Employee may not accrue CTO for that backfilling role.

3. Grant-Funded CTO.

In order to ensure that the General Fund is not negatively impacted, Employees working Overtime on a grant-funded project or assignment shall receive compensation for Overtime hours worked on a paid basis only.

4. CTO Cash-Out.

Employees are allowed to cash out a maximum of sixty (60) hours of CTO as accrued by January of each year). The combined total annual cash-out between Vacation, Holiday and CTO may not exceed sixty (60) hours. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. With the exception of the January cash-out, Employees may not cash out CTO except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

5. Restoring Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 6 VACATION LEAVE

1. Vacation Accrual.

The accumulation of Vacation Leave shall commence effective with the date of hire according to the following schedule and be prorated on a pay period basis:

- A. For the first five years of service. Employees shall earn and be credited with Vacation Leave at the rate of 80.0 hours per year (3.08 hours per Pay Period).
- B. Commencing with the sixth year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year (4.62 hours per Pay Period).
- C. Commencing with the eleventh year. Employees shall earn and be credited with Vacation Leave at the rate of 144.0 hours per year (5.54 hours per Pay Period).
- D. Commencing with the sixteenth year of service. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year (6.15 hours per Pay Period).

2. Maximum Accumulation.

Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 of service with the City may accumulate up to a maximum of 320.0 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, he/she 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 stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation Cash-Out.

Employees may not cash out Vacation Leave except upon leaving City Service or during the annual January cash-out. The combined total annual cash-out between Vacation, Holiday and CTO may not exceed sixty (60) hours. 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 balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Vacation by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. No Vacation cash-out election will be allowed for any Employee for a period of four months following the last day for a suspension from duty for disciplinary reasons.

4. Illness During Vacation.

If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.

5. Upon Death.

When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

6. Restoring Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 7 UNIFORMS AND CLEANING

A clothing allowance shall be paid by the City as provided below:

1. Uniform Allowances. Annually, the City shall pay those Employees required to wear uniforms \$1300, to be paid in regular paychecks on a pro-rata basis, equally divided across each of the 26 paychecks.
2. New Employees may receive an advance of their first uniform allowance payment. Should a new Employee leave employment with the City prior to completion of one year, the advanced clothing allowance shall be withheld from his/her final paycheck or shall otherwise be returned to the City.
3. If an Employee terminates employment with the City prior to the payment of the allowance, the Employee shall not receive the clothing allowance.
4. The City agrees to replace or repair uniforms or equipment required by general order of the department that are damaged in the scope of employment. Said repairs should be completed only when they do not adversely affect the appearance or function of the item. Items of substantial age or heavily worn may be prorated for replacement.

ARTICLE 8 SOFT BODY ARMOR

1. The City will purchase a soft-body armor vest for each officer.

2. The vendor will be chosen by the City. The department will purchase up to a level II vest. Any vest upgrade will be the responsibility of the officer, who will forfeit that upgrade should they have to relinquish the vest to the department due to separation during probation as outlined in item 6 of this section.
3. The City will replace the safety vest five years after the date of purchase or upon proof that the vest is defective.
4. The vest shall remain the property of the City. Ownership shall transfer to the Employee if the Employee separates from service on good terms after at least one year of employment, or upon completion of probation in the case of newly hired officers.
5. The Employee shall be required to wear the vest while assigned to patrol duties.
6. Should an Employee separate from City Service prior to the completion of probation, the vest shall be returned to the City.

ARTICLE 9 VEHICLE ASSIGNMENT

1. Having personnel with expertise in investigations on an on-call status is crucial to the daily operations of this agency. Those personnel assigned to Investigations are required to respond as rapidly as possible to an event requiring their expertise. For this reason, the Department may assign a take-home vehicle to members assigned to Investigations and subject to being on-call. It is the policy of the Suisun City Police Department to restrict the assignment of such vehicles to individuals within a seventy-five (75)-mile radius from the Police Department, except as otherwise approved by the Police Chief.
2. Members assigned a take home vehicle are to adhere to the provisions of the Police Department's Vehicle Use and Drug and Alcohol-Free Workplace policies, except as follows:
3. Members assigned to Investigations, with the approval from the Police Commander, are authorized to take an assigned city vehicle home. City owned vehicles are to be left at the Police Department during vacations or other periods of leave or extended leave or extended absence, except as authorized by the Police Commander.
4. When a member is on-call, the vehicle may be operated for local usage to maintain their on-call availability and in lieu of on-call or standby compensation. The member is required to be reachable by phone, able to return to work within sixty (60) minutes of being called and is to refrain from activities which might impair their ability to safely perform assigned duties.
5. When a member is not on-call, off duty usage is restricted to travel to and from work or other work-related purposes. Limited, incidental personal business while traveling to and from work is allowable.

6. Members may carry passengers in the vehicle; however, they shall not dress in a manner or exhibit conduct that will bring discredit upon the City. Members are responsible for the appearance and conduct of all passengers in their take-home vehicle.

ARTICLE 10 EDUCATION AND REIMBURSEMENT

1. Approval.

On the written recommendation of the Police Chief and the written approval of the City Manager, an Employee may embark on an approved course of study to enhance their job skills. A course of study may include courses needed to gain a degree in a job-related field, or to improve opportunities for advancement or promotion with the City. If the Police Chief does not recommend reimbursement for a course of study, then the Employee may appeal to the City Manager, whose decision shall be final. Employees shall not engage in any course of study covered herein, while on duty. Department-mandated job-related training is separate from voluntary education and is provided on-duty and is determined based on the needs of the department. Employees seeking physical fitness program allowance will reduce the amount of education reimbursement they are eligible to receive by an amount equal to the reimbursement received under the physical fitness program.

2. Alternative Programs Available.

Each fiscal year employees may choose from one of the following Education Reimbursement programs: A) Reimbursement of up to \$1,800 for pursuit of a college degree, B) Reimbursement of up to \$750 for job-related courses or a certificate program; or C) a loan under the Safety Education Loan Forgiveness (SELF) Program. Courses require pre-approval, prior to the date of enrollment in the course, to ensure the expense is eligible under the MOU.

3. Education Reimbursement for Pursuit of a Degree.

For those Employees pursuing an Undergraduate or Graduate Degree, the maximum reimbursement is \$1,800 per fiscal year for eligible expenditures that have occurred during that fiscal year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.

4. Education Reimbursement for Job-Related Courses.

For those Employees pursuing an approved course of study that does not involve receiving a college degree, the maximum reimbursement is \$750 per fiscal year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief, copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.

5. Safety Education Loan Forgiveness (SELF) Program.

SCPOA and the City agree with the interest of enhancing the training and retaining of SCPD employees. The Safety Education Loan Forgiveness (SELF) Program provides a forgivable loan amount of up to a maximum \$10,000 per employee for a program leading to a bachelor's degree or other advanced degree (master's or doctorate). The City would pay an amount up to \$5,000 per fiscal year to the employee for tuition and related direct expenses as provided below:

- A. In order to be eligible for the program, an employee must have been an employee of SCPD for a minimum of one (1) year and have completed field training. The course of study must be approved in advance, be relevant to the City, and be from a regionally accredited, degree-granting institution. Course of study may include courses in a job-related field, or to improve opportunities for advancement or promotion within the City.
- B. Employees would have up to a maximum of four (4) years to successfully complete the program by obtaining their degree. The maximum loan amount is limited to \$5,000 per year, with a total of \$10,000 per employee within the four (4) year period.
- C. If an employee (1) does not complete the program within the four years, (2) quits the program, or (3) leaves City service prior to completion of the program, repayment of all funds disbursed under the program would be due back to the City. The repayment would be required to be paid via a payroll deduction (presumably from paid leave cash-out). In the event of insufficient paid leave balances, employees would be permitted to spread the amount due back to the City in equal payments for up to one (1) year, provided they are in City service during this time. If they leave City service during this repayment period, any balance remaining on the final date of employment would become immediately due and payable.
- D. Upon successful completion of the program, provided an employee remains in City service, the SELF Program loan would be forgiven after the completion of five years of city service after graduating. If an employee successfully completes the program, but leaves City service prior to this time, the loan would be required to be paid via a payroll deduction (presumably from paid leave cash-out) based on the following schedule:
 - 1) 100% repayment for an employee who leaves City within one (1) year after graduation from the program.
 - 2) 75% repayment for an employee who leaves City service during the within two (2) year after graduating the program.
 - 3) 50% repayment for an employee who leaves City service during the within three (3) years after graduating the program.
 - 4) 25% repayment for an employee who leaves City service during the within four (4) years after graduating the program.

- E. Loan Forgiveness. The city agrees that any loan amount up to ten thousand dollars (\$10,000.00) dollars provided under the SELF program will be forgiven if the employee earns a bachelor's degree or higher and completes five (5) years of services with the city after graduation. If the employee separates from city service or does not complete the program within the four years, the employee will be required to reimburse the city per the schedule outlined herein.

ARTICLE 11 PHYSICAL FITNEESS PROGRAM

Upon approval of the Police Chief, Employees may receive an annual allowance of up to \$250 of the employee education reimbursement to be used toward fifty (50%) percent of the cost of health club membership or other approved physical fitness training. The Physical Fitness allowance will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the 26 pay checks. Employees must opt into the Physical Fitness Program annually during the month of June for the following fiscal year. Employees will be required to submit verification of membership at a health club or in another physical fitness training program and must maintain membership throughout the year to continue receiving this allowance. Employees must immediately report termination of their health club or physical fitness program membership to avoid overpayment of this allowance. This allowance may only be used for club dues or other approved physical fitness training regimen and may not be used to purchase home gym equipment.

[APPENDIX B – DISPATCH EMPLOYEES ON NEXT PAGE]

APPENDIX B – DISPATCH EMPLOYEES

ARTICLE 1 PROBATIONARY PERIOD

Rules regarding Probationary Period are set forth in Section 7.5 of the Personnel Rules. These rules are amended to include the following provision:

At the discretion of their supervisor, Department Head, and City Manager, Probationary Employees may receive a performance evaluation and release from probationary status after six months, if the Employee's performance exceeds "Meets Standard".

ARTICLE 2 PERFORMANCE EVALUATIONS

1. Annual Performance Evaluation.

Every Regular Employee in the Classified Service shall receive a performance evaluation by his/her immediate supervisor at least annually. The annual review will normally occur within 30 days of the Employee's Anniversary Date, unless an alternate schedule is approved by the City Manager.

2. Purpose.

The purpose of the Annual Performance Evaluation is to promote the successful performance of all City Employees through a process that provides feedback on past performance and directs future performance by identifying performance goals and objectives.

3. Procedure.

The Human Resources Unit shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.

ARTICLE 3 MERIT INCREASES

In order to advance to a higher step in the salary range, the evaluation must demonstrate that the advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and Department Heads in determining whether merit advancements have been earned and should be recommended to the City Manager. Department Heads shall have the authority and responsibility to withhold or delay merit advancements if such advancement is not merited.

ARTICLE 4 ADDITIONAL COMPENSATION

1. POST Certificate Pay – Dispatch Employees.

The City shall pay two (2%) percent of Base Salary to employees in the Public Safety Dispatcher I/II/Senior classifications who have earned a Peace Officer Standards and Training (hereinafter “POST”) Basic Certificate.

- A. Public Safety Dispatcher I/II/Senior employees in possession of a POST Basic Certificate as of 7/1/2023, will receive the POST Certificate Pay during the first pay period following 7/1/2023.
- B. Public Safety Dispatcher I employees will be provided the POST Certificate Pay in the first full pay period immediately following the City’s receipt of the certification from POST effective the issue day of the certificate.

2. Incentive Pay.

- A. Upon recommendation of the Department Head and the approval of the City Manager or designee, the City will provide training incentives for special education and certification not already required as part of the Employee’s job classification and obtained outside the Employee’s working hours. Employees receiving Incentive Pay must maintain certification consistent with the rules of the issuing authority. Failure to do so will result in a suspension of this benefit for a period not to exceed six months. During this suspension period, the Employee must cure the reason for loss of certification, or the suspension shall become permanent.
- B. Authorized Incentive Pay for special education and certifications shall be as follows: All Employees Covered by Agreement for an AA Degree or Higher 3%

3. Solo Dispatch Pay.

The City endeavors to provide adequate coverage during peak dispatch operations periods. When a dispatcher works alone for five (5) or more hours, the City will provide a two (2%) percent increase in compensation for that shift for the full duration of that shift.

4. Dispatch Employee Longevity Pay.

- A. Effective the first pay period following 7/1/2023, upon the completion of ten (10) years of continuous full-time City service, represented employees shall be entitled to a two (2%) percent increase in compensation. Employees who complete fifteen (15) years of continuous full-time City service shall be entitled to an additional two (2%) percent increase in compensation (for a total of four (4%) percent).
- B. Dispatch Employee Longevity Pay. Effective the first pay period in July 2024, upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a three (3%) percent increase in compensation; employees who

complete ten (10) years of continuous full-time City serve, shall be entitled to a three (3%) percent increase in compensation (for a total of six (6%) percent.)

ARTICLE 5 HOURS OF WORK

1. Attendance.

Employees shall be in attendance at their workstation in accordance with departmental schedules unless on approved leave.

2. Work Schedules.

At the discretion of the City, Regular, Full-Time Employees shall be assigned to one of the following work schedules:

- A. A 40.0-hour workweek consisting of five consecutive 8.0-hour days in a seven-day period (hereinafter "5/40"), beginning at noon on Friday through noon on the following Friday. All other work schedules shall be considered Alternative Work Schedules.
- B. An Alternative Work Schedule, such as four consecutive 10.0-hour days in a seven-day period beginning at noon on Friday through noon on the following Friday (hereinafter "4/10"), or nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter "9/80"), or any other configuration approved by the Department Head and City Manager. Assignment to an Alternative Work Schedule is subject to Department Head recommendation and City Manager approval and shall not be considered permanent. At such time as the Department Head and City Manager determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.
- C. Employees shall not be scheduled to work more than seven consecutive days without two scheduled days off, except in emergency situations.
- D. Employees assigned to an Alternative Work Schedule may have the start of the workweek changed in accordance with the requirements set forth in the Fair Labor Standards Act.
- E. Employees may temporarily flex their schedules with the prior approval of their Department Head, so long as the new schedule meets the City's needs and the Employee works a full schedule or makes up the shortfall with paid leave.
- F. All paid leave (Sick Leave, Vacation Leave, Holiday Leave, and CTO) shall be charged to the Employee's paid leave balance(s) for all hours not worked up to the scheduled hours for that day(s). For example, if an Administrative Assistant is off sick on a 9.0-hour day, that Employee's Sick Leave balance would be reduced by 9.0 hours for that absence. Similarly, if a Holiday falls on a 9.0-hour Workday, the Employee would receive 8.0 hours of Holiday Time Off and the balance of 1.0 hour may be made up through use of

Vacation Leave, Holiday Leave, or CTO. Sick Leave may not be used to make up for Holiday Time Off shortfalls.

3. Conflict with FLSA.

The City and SCPOA acknowledge that where this Article may conflict with the Fair Labor Standards Act, the Act shall take precedence.

4. Breaks.

All Employees shall be entitled to receive a 15.0-minute break for every 4.0 hours of work or major fraction thereof.

5. Dispatch Schedule Meet and Confer.

The parties agree to meet and confer on the work schedule for represented Dispatch employees.

ARTICLE 6 ON-CALL (STANDBY) DUTY

The following procedures shall apply exclusively to On-Call assignments for Police Dispatchers when so assigned and where Dispatchers are required to make themselves available for a share of weekly Dispatcher On-Call (sometimes referred to as Standby) duty:

1. Dispatcher On-Call will be assigned based on schedules and availability.
2. Dispatchers scheduled for On-Call Duty agree to be “available” for Call-Out for the days and times scheduled. Availability includes the ability to respond within one (1) hour of notification and refrain from the consumption of alcohol, which may render Employee unable to respond upon Call-Out.
3. Dispatchers shall be available by phone and shall respond to the phone call and arrive at the worksite as directed.
4. Dispatcher On-Call Duty schedules shall be assigned in two 12-hour increments when a potential vacancy could cause a lack of adequate staffing in the communications center.
5. Dispatchers who have been scheduled for On-Call Duty and either fail to be “available” or fail to report for work once notified shall be subject to disciplinary action.
6. Dispatchers who are ill shall contact the on-duty supervisor at the soonest opportunity available so that the scheduled On-Call employee can make the necessary arrangements to fill the shift in need. The employee on the shift prior to the vacant shift may be held over until such a time as the On-Call employee relieves them. Under no circumstance shall the communications center be left without any personnel. The purpose of this procedure is to ensure the communications center always has a back-up if the on-duty person on a minimum staffed shift becomes ill or otherwise no longer available to work.

7. Dispatchers may request that their supervisor consider trading or rescheduling their On-Call Duty assignment with another Employee. The supervisor shall retain the option of releasing the Employee from the scheduled On-Call Duty assignment.

8. Dispatchers scheduled for weekday On-Call Duty (from the end of the workday on one day to the beginning of the next workday during the work week, which is from 12:00 am Monday through 11:59 pm Friday) will receive two (2) hours of On-Call Pay per day at the employee's regular rate of pay.

9. Dispatchers scheduled for weekend On-Call Duty (from the end of the Workday on the last day of the regular workweek to the start of the Workday at the beginning of the next workweek, 12:00 am Saturday through 11:59 pm Sunday) will receive four (4) hours of On-Call Pay per day at the employee's regular rate of pay.

10. Dispatchers scheduled for Holiday On-Call Duty (from 12:00 am to 11:59 pm on a recognized City Holiday) will receive six (6) hours of On-Call Pay per day at one and one half (1-1/2) times the employee's regular rate of pay.

11. In the event of a Call-Out, the Dispatcher shall be paid for a minimum of two (2) hours of time at the appropriate pay rate or receive equivalent CTO, at the employee's option. Employees working more than two (2) hours shall be paid hour-for-hour of the time worked at appropriate pay rate or receive equivalent CTO, at the Employee's option.

12. In the event a Call-Out occurs which requires the Dispatcher to work any amount of time between 12:00 am and 11:59 pm of a holiday, the Employee shall be paid for a minimum of two (2) hours of time at 1.5 times their hourly rate of pay or receive equivalent CTO, at the Employee's option.

Example: Call-Out begins at 11:30 pm and ends at 1:30 am, Dispatcher receives 2 hours of Call Out pay at 1.5 times their hourly rate.

ARTICLE 7 OVERTIME

The following procedures shall apply to Overtime and Compensatory Time Off (hereinafter "CTO");

1. 5/40 Work Schedule.

For all Employees assigned to a 5/40 work schedule, all work performed in excess of 40.0 hours in a workweek or 8.0 hours in a day, that was approved in advance by the Department Head (except emergency Overtime associated with a Call Out), shall be paid at one and one-half times the Employee's regular pay.

2. Alternative Work Schedules.

Employees on a 4/10 or a 9/80 Alternative Work Schedule shall not be eligible for Overtime until they have worked a full scheduled Workday.

3. Employee-Requested Flextime.

In the event of pre-approved, Employee-requested flextime, Employees shall not be eligible for Overtime until they have worked a full scheduled workweek.

4. Paid Leave Considered Hours Worked.

For purposes of Overtime computation, all paid time including Sick Leave, Vacation Leave, Holiday, and CTO shall be considered hours worked.

ARTICLE 8 COMPENSATORY TIME OFF (CTO)

1. Overtime Credited as CTO.

Except as provided in Section 2 of this Article, Overtime worked may be credited as CTO or be paid as Overtime at the discretion of the Employee. CTO will be credited at a rate of one and one-half times the Overtime hours worked. The maximum accumulation of CTO is as follows:

- A. Under five years of City service: 80.0 hours;
- B. Five to under ten years of City service: 90.0 hours;
- C. Ten to under 15 years of City service: 100.0 hours;
- D. 15 years and over of City service: 120.0 hours;
- E. Any Overtime worked in excess of these limits shall be compensated on a paid basis.

2. Above CTO Limit.

If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40.0 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Upon separation of service, an Employee is entitled to receive the cash value of all accrued CTO.

3. CTO Cash-Out.

Employees are allowed to cash-out a maximum of sixty (60) hours of CTO each January. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year January cash-out of accrued CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out.

With the exception of the November election, Employees may not elect cash-out of accrued CTO except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

4. Restoring Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 9 VACATION LEAVE

Use of Vacation Leave requires prior written approval by the Department Head or designee. Employees are encouraged to take vacations lasting at least one week. Vacation Leave may not be granted in excess of the Vacation Leave balance that has been accrued at the time that the Vacation Leave is granted.

1. Vacation Accrual.

Accumulation of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):

- A. For the First Five Years of Service. Employees shall earn and be credited with Vacation Leave at the rate of 80.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.
- B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.
- C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

- D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate 184.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

2. Maximum Accumulation.

Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 years of service with the City may accumulate up to a maximum of 320.0 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, he/she 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 stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation Leave Cash-Out.

Employees may not cash out Vacation Leave except as authorized annually under Eligible paid Leave Cash-Out or upon leaving City Service.

4. Holiday During Vacation.

An Employee will not be charged 8.0 hours of Vacation Leave for a Holiday that occurs during his/her Vacation Leave.

5. Illness During Vacation.

If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.

6. Separation From Service.

Upon separation from service, an Employee is entitled to receive the cash value of all accrued Vacation Leave.

7. Upon Death.

When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

8. Restoring Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from

thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 10 ELIGIBLE PAID LEAVE CASH-OUT

As an alternative to CTO Cash-Out, employees are allowed to elect to cash-out a maximum of sixty (60) hours of Eligible Paid Leave in November of the calendar year preceding such 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 Eligible Paid Leave balances. Employees may make an irrevocable request for the upcoming calendar year to cash-out accrued Eligible Paid Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the cash-out. With the exception of the November cash-out election, Employees may not cash out Eligible Paid Leave except upon leaving City Service. No Eligible Paid Leave cash-out will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons. With respect to this Section, Eligible Paid Leave includes CTO, Holiday Leave, and/or Vacation Leave (in that order of usage). Employees may not cash-out both CTO and Eligible Paid Leave in the same year.

ARTICLE 11 UNIFORMS AND UNIFORM ALLOWANCES

Uniform Allowances. Annually the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

Job Class	Total
Senior Public Safety Dispatcher	\$900.00
Public Safety Dispatcher I/II	\$900.00
Community Services Officer I/II	\$900.00

Uniform allowance will be paid on the regular paychecks of pro-rata basis, equally divided across each of the 26 pay checks.

ARTICLE 12 MILEAGE REIMBURSEMENT

Employees are encouraged to use City vehicles when conducting City business. When the use of private vehicles is required and approved by the Employee's Department Head, the City shall provide mileage reimbursement at the mileage rate set each November by the Internal Revenue Service (Publication 917). The new rate shall be effective the following January.

ARTICLE 13 REIMBURSEMENT FOR EDUCATION OR TRAINING

1. Approval.

On the recommendation of a Department Head and the approval of the City Manager, any Employee may embark on an approved course of education to enhance their job skills. A course of study may include courses needed to gain a degree in a job-related field or to improve opportunities for advancement or Promotion with the City of Suisun City. If the Employee's Department Head will not recommend reimbursement for a course of study, the Employee may appeal to the City Manager or designee.

2. Reimbursement.

Employees are eligible for educational reimbursement for approved classes, including tuition and books, which shall not exceed \$1,000 per Employee per year. Upon successful completion of the coursework, the Employee shall submit to the Department Head and HR copies of dated receipts showing education costs (tuition, books, materials, mileage), as well as transcripts, grades or certificates showing successful course completion. If an Employee leaves City service within two 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.

ARTICLE 14 GRIEVANCE PROCEDURE

Rules regarding the Grievance Procedure are set forth in Chapter 11 of the Personnel Rules.

ARTICLE 15 DISCIPLINARY ACTION

1. Rules regarding the Disciplinary Action are set forth in Chapter 12 of the Personnel Rules. Section 12.8.2 of these Rules is hereby replaced with the following:

2. The Hearing Officer may be an arbitrator, a neutral third party, or a mediator. The Hearing Officer shall conduct an advisory review of the facts and issue a written opinion in the matter that is provided to all parties. The selection of an arbitrator, neutral third party, or mediator shall be by mutual agreement of the parties. All direct costs involved with having an arbitrator, neutral third party, or mediator review the matter will be borne equally by the parties involved. However, in the event the disciplinary action is completely reversed, the City shall reimburse the SCPOA for its share of the cost of the arbitrator, third party, or mediator.

3. In the event the parties are unable to agree on an impartial arbitrator, mediator, or third party, the parties will make a joint request for a list of five impartial mediators or arbitrators from the State Mediation and Conciliation Service. When such list is received, the parties shall meet within seven calendar days to select the mediator or arbitrator as follows: the parties shall alternately strike the name of one mediator or arbitrator from the list until the name of one remains. That person shall serve as the mediator or arbitrator. The Party to strike the first name shall be determined by a toss of a coin.

4. The City Manager will review the opinion and either:
 - A. Accept the Recommendation. In the event that the City Manager accepts the recommendation, that decision will be final and not subject to further appeal.
 - B. Refer the Matter to the City Council. In the event that the City Manager rejects the recommendation, the matter shall be referred to the City Council. The Council shall conduct a closed session pursuant to Subsection 12.8.3.

ARTICLE 16 CONTRACTING OUT

In the event that the City decides to outsource work to a private contractor that would result in the displacement of current represented Employees, the City shall include a request in the Request for Proposal (hereinafter "RFP") that prospective contractors include a proposal to hire said Employees in their response to the RFP.

[SIGNATURES ON NEXT PAGE]

AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION

July 1, 2023
through
June 30, 2025

Tentative Agreement Approved by City Council July 18, 2023
MOU Approved by City Council July 18, 2023
Amended and Restated MOU Approved by City Council August 8, 2023

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AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION

INTRODUCTION

This amended and restated Agreement is entered into between the City of Suisun City, (hereinafter "City"), and the Suisun City Police Officers' Association, (hereinafter "SCPOA").

Pursuant to Government Code Section 3500 et seq. and the City of Suisun City Employer/Employee Relations Resolution No. 74-33, the following represents the Agreement reached between the City and the SCPOA, the terms of which will apply to current Employees represented by the SCPOA.

ARTICLE 1 RECOGNITION

1. Job Classes Represented.

The City recognizes the SCPOA as the exclusive representative for the following permanent sworn public safety and miscellaneous dispatch job classes on all matters relating to terms and conditions of employment pursuant to Government Code Section 3500 et seq.

Represented Job Classes
Police Officer
Public Safety Dispatcher I
Public Safety Dispatcher II
Police Sergeant
Senior Public Safety Dispatcher

2. Temporary/Limited-Service Positions.

It is agreed that Temporary Employees, Part-Time Employees, Emergency Employees, Volunteer Employees, and contractors are not governed by this Agreement and are not represented by SCPOA. Employees who work less than full-time are not represented by SCPOA. If an Employee who had occupied a Temporary, Provisional, or grant-funded Position or Classification is subsequently hired into the same job class as a Regular Employee, they shall be placed in the step level nearest to but not lower than their last Pay Rate as a Temporary, Provisional, or grant-funded Employee.

3. Reduction in Workforce.

In the event that a reduction in the workforce is necessary, the City Manager and the SCPOA shall meet and confer regarding an equitable procedure and/or options to avoid the reduction

in the workforce. It is not the intent of the City to lay off a Police Officer in order to replace him/her with a Reserve Police Officer.

4. Use of Reserve Police Officers.

The City has an interest in utilizing Reserve Police Officers to assist in patrolling the City and performing other duties to augment services provided to the community by members of SCPOA. The City does not have an interest in supplanting the services of members of SCPOA. The Parties agree that once properly trained, Reserve Police Officers may be assigned to patrol the City, may perform office duties (such as property and evidence, dispatching, filing, etc.), or may perform other duties as assigned. Reserve Police Officers may be assigned a regular shift to augment the minimum staffing level, as determined by the Police Chief in the General Orders. Reserve Police Officers may fill in for members of the SCPOA who have been assigned a regular shift but are unavailable for duty for the period in question, provided that SCPOA members have been offered and have rejected the offer to work on an Overtime basis. Such offers shall be made based on seniority within job class within the department.

5. Job Requirements.

Employees must maintain a valid POST certification as required for their position, as a condition of employment.

ARTICLE 2 MANAGEMENT RIGHTS AND RESPONSIBILITIES

1. The SCPOA recognizes and agrees that the City Council of the City of Suisun City (hereinafter "City Council"), on its own behalf and on the behalf of the electorate of the City through its bona fide agents, retains and reserves unto itself, limited only by the Articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, express or implied, by the laws and the Constitutions of the State of California and of the United States of America.

2. The SCPOA recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City Council, the adoption of the policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and expressed terms of this Agreement.

3. The SCPOA recognizes and agrees that the City Council's powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, including the outside purchase of products or services; the right to introduce new, or improved methods and facilities; and to otherwise take any action desired to run the entire operation efficiently, except as modified by the meet and confer requirement and this Agreement.

4. Any material conflict between this Agreement and approved policies and procedures shall be resolved through the meet and confer process by the City Manager and the SCPOA. Until such resolution, the approved City policies and procedures shall take precedence.

ARTICLE 3 SUPPORT OF AGREEMENT

1. During the term of this Agreement, the City agrees not to negotiate with any other organization on matters upon which the SCPOA is the exclusive representative and which is within its scope of representation.

2. The SCPOA agrees to negotiate only with the representative officially designated by the City to act on its behalf.

3. It is agreed that neither SCPOA, nor the City shall discriminate against any Employee because of race, national origin, gender, SCPOA membership, or refusal to join SCPOA. The City will not retaliate against any Employee on account of his/her membership in SCPOA, or for exercising his/her lawful rights in SCPOA-related activities.

ARTICLE 4 UNION TIME

1. Negotiating Sessions.

The Parties agree that union business should generally be conducted off City premises and, on the members' own time. The Parties also agree that it is in each Party's interest that the lines of communications remain open and accessible to representatives of both SCPOA and the City. Accordingly, any member serving on the SCPOA's negotiating team shall not suffer a loss of compensation for participating in meet and confer negotiating sessions. Further, negotiating team members may meet for a period of approximately one-half hour before and after the negotiating sessions. No approval is required if the negotiating session is occurring on the member's day off. Members will not be compensated for their participation in negotiating sessions that occur on days that they are not scheduled to work.

2. Union Meetings.

Union meetings should generally be conducted off City premises and on the members' own time. To ensure that members are not disenfranchised, the City agrees to provide paid release time to members on duty, as long as such release time is requested in advance and approved by the City Manager or Designee. The use of City facilities such as the Burdick Center for union meetings may also be approved by the City Manager or Designee, whenever either determines that it would be in the City's interest to do so.

3. New Employee Orientation & Contact Information.

All Employees will receive a New Employee Orientation within their first five (5) regular Workdays of employment with the City. The New Employee Orientation will be presented by Human Resources Division staff members at a time and place determined by the City. The purpose of this orientation is to review and complete required payroll, insurance benefits, and

similar required documentation; to train the Employee regarding City and/or Departmental policies, procedures and specific requirements of the position; and to provide other necessary information. At no time during the orientation shall a City or SCPOA representative provide derogatory information or advocacy about the other.

- A. The City will provide SCPOA notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.
- B. One (1) SCPOA representative, officer, steward, or member will be provided an opportunity for a 15- minute private session with the new Employee during the New employee Orientation. SCPOA may provide written information to be included with the orientation materials, in lieu of such a private session. Two (2) business days prior to the New Employee Orientation, SCPOA will provide to Human Resources the name and the contact information of its participating representative. The City and SCPOA will mutually agree to a suitable time during the New Employee Orientation for SCPOA's private meeting with the new Employee. Such private meeting will occur at the same location as the New Employee Orientation.
- C. Within 30 days of hire, and annually thereafter, the City will provide SCPOA with Employee contact information in electronic format as required by State law for all represented Employees.

ARTICLE 5 PERSONNEL RULES AND REGULATIONS

Administrative Directive (AD) 7, the City's Personnel Rules and Regulations (hereinafter "Personnel Rules"), was approved by City Council Resolution No. 2011-52 on June 7, 2011. Except as may be provided in this Agreement, the applicable sections of the Personnel Rules, as may be amended from time to time, shall apply to the Employees represented by SCPOA. Prior to amending Resolution No. 2011-52 regarding wages, hours, or other terms and conditions of employment, the Parties shall first meet and confer on the modifications as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.). Unless otherwise provided in this Agreement, the definitions of terms used in this Agreement shall be the definitions provided in Chapter 2 of the Personnel Rules. The Personnel Rules are incorporated herein by this reference; however, the costs associated with the hearing officer provided for in AD 7 with regard to the Level Two appeal of a disciplinary action shall be paid for 100 percent by the City in the case of SCPOA.

ARTICLE 6 COMPENSATION

- 1. Base Salary.
 - A. Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the base wage rates set forth in the Citywide Salary Schedule shall be adjusted as follows:

Job Class	Monthly Salary Prior to Base Wage Adjustments Eff. 5/12/23	Base Wage Increase Eff. 5/12/23	Approx. % of Base Wage Increase Eff. 5/12/23	Approx. Monthly Salary Eff. 5/12/23	Proposed Wage Adjustment (Rounded 3 decimal point)	Approx. New Monthly Top Step	Total % Change
Police Officer	\$6,999	\$6/hour	14.9%	\$8,039	18.487%	\$9,525	36.1%
Police Sergeant	\$9,195	\$6/hour	11.3%	\$10,235	11.675%	\$11,430	24.3%
Public Safety Dispatcher I	\$5,193	\$4/hour	13.4%	\$5,887	3.138%	\$6,071	16.9%
Public Safety Dispatcher II	\$5,560	\$4/hour	12.5%	\$6,253	6.802%	\$6,679	20.1%
Senior Public Safety Dispatcher	\$6,116	\$4/hour	11.3%	\$6,809	7.892%	\$7,346	20.1%

- B. The previous base wage increases provided effective 5/12/2023 to the employee's position within the range decreased the differential between steps to less than 5% as was identified by the alpha numerical salary ranges established for the following classifications: Police Officer, Police Sergeant, Public Safety Dispatcher I, Senior Public Safety Dispatcher. The alpha salary range will be eliminated once the proposed base wage adjustments for the successor MOU are implemented. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range assigned to their classification and will maintain their current step placement within the range. Nothing herein requires the City to maintain the 5% differential between steps beyond this successor MOU.
- C. The aforementioned base wage adjustments will be effective the first pay period following 7/1/2023, should the parties reach a tentative agreement that is ratified by the SCPOA membership no later than 6/30/2023 and subsequently signed by its authorized labor representatives no later than 7/6/2023.
- D. Effective the last full pay period of June 2025, represented employees shall receive a two-point five (2.5%) percent Cost of Living Adjustment (COLA), condition precedent on if the City's actual revenue for Fiscal Year 2023/24 exceed budgeted revenues for Fiscal Year 2023/24 by at least three (3%) percent.
- E. Effective the first full pay period of January 2024, represented Dispatch employees on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).
- F. Effective the first full pay period of July 2024, represented Dispatch employees on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).

2. Acting Pay.

The City will provide Acting Pay of five (5%) percent for a Police Officer, Sergeant, or Dispatch employee assigned, in writing by the Police Chief, to work out of class in a higher job classification. Acting Assignments are typically long-term assignments resulting from a vacancy in the higher job

classification that may occur through separation, extended vacation, or a long-term leave of absence.

- A. In order to receive Acting Pay, there must exist a budgeted position, the assignment must be made in writing, and the employee may not refuse to perform any duty or responsibility of the higher job class.
- B. Acting pay shall not be applied to a request to cash-out any form of paid leave or payment for accrued and unused paid leave hours at the time of separation.

3. Bilingual Pay.

An Employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City (based on the recommendation of the Police Chief), shall be paid \$46.15 per pay period upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. In order to become certified, an Employee must achieve a score of at least 9 on a scale of 12. A certified Employee shall request Bilingual Incentive Pay on a form approved by the City Manager. Employees shall be recertified at least once every two years.

4. Nighttime Hours Differential.

The City will provide a Nighttime Hours Differential equal to 2.5% of the base salary for Police Officers, Police Sergeants and Dispatch employees assigned to work any payable amount of time (to the nearest 15 minutes) between the hours of 6:00pm – 6:00am.

- A. The Nighttime differential shall not be paid to any day shift personnel, unless approved by the night shift supervisor to cover a vacancy after 6:00pm.
- B. The Nighttime hours differential shall be payable only for time worked during the shift premium period and shall not be paid for non-work time such as sick leave, vacation, or other paid leave.

5. Court Appearances.

This section shall apply to Police Officers, Police Sergeants and Dispatch employees.

- A. Employees who are required to appear in court during off-duty hours as a result of an event arising from their official duties shall be compensated for their appearance in court at the applicable Overtime Rate. The Court Appearance Minimum shall be four (4) hours at the applicable Overtime Rate. The Court Appearance Minimum shall not overlap with compensation for any regularly scheduled duty time.
- B. If the court appearance is required during the Employee's assigned duty shift (watch) and the court appearance causes an Employee to extend beyond their regular scheduled end of watch time, such extended time shall be considered an extension of the duty shift.

- C. Time for court appearances shall be computed from sign in until time released.
- D. The Court Appearance Minimum shall be granted to an Employee if the court appearance (or subpoena) is cancelled less than twenty-four (24) hours prior to time of appearance. If an employee has multiple subpoenas on the same day and all are cancelled less than twenty-four (24) hours prior to the Court appearance, the employee will only be eligible for the Court Appearance Minimum.
- E. Should the Employee receive two subpoenas and one is cancelled while the other still requires the employee to attend court, then the employee will only be compensated for the actual appearance. In this instance, an Employee will not be entitled to the Court Appearance Minimum for the cancelled appearance.
- A. Except as otherwise provided in articles pertaining to CTO accrual, Court Appearance compensation shall be in the form of a cash payment or CTO at the Employee's option.

6. Call-Back Pay.

This section shall apply to Police Officers, Police Sergeants and Dispatch employees.

- A. All Employees, who are required to return to work outside of their normal working hours, shall receive Call-Back Pay at the applicable Overtime Rate for a minimum of 2.0 hours.
- B. If the call-back time is not canceled prior to the Employee's arrival for duty, the Employee shall be compensated for a minimum of 2.0 hours at the applicable Overtime Rate.
- C. This form of compensation applies to a situation where an Employee is required to appear before or attend a City or Department board, committee, or any other function, with the following exceptions:
 - 1) If an Employee requests a meeting, or appears as an applicant before any board, committee, etc., the Employee shall not receive any type of compensation for such activities.
 - 2) If an Employee is called back due to times or details missing from a report of enough importance that it cannot wait until the Employee's next assigned shift, the Employee will not be compensated for a "call back" under this section. The Employee will be compensated only at the applicable Overtime Rate for the actual time spent completing the report.
- D. Except as provided in the articles pertaining to CTO accrual, compensation for call-back time shall be the form of a cash payment or CTO at the option of the Employee.

ARTICLE 7

HOLIDAY LEAVE

1. Holiday Leave Accrual.

In lieu of observing Municipal Holidays as provided in AD 7, Personnel Rules, Holiday Leave shall be accrued by adding 4.0 hours per pay period to the Holiday Leave account and an additional eight (8) hours on the nineteenth day of June. Holiday Leave is accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their holiday time, a maximum of two hundred (200) hours is allowed to accrue in that balance. Employees may take approved time off using Holiday Leave or stop accruing Holiday Leave until the balance is reduced below two hundred (200) hours. If an Employee is at the limit, they must request to take Holiday 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 would result in discontinuing the accrual of Holiday Leave until the balance is reduced by twenty (20) hours. Employees may not cash out Holiday Leave except upon leaving City service or during the annual January cash out.

2. Holiday Leave 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 Holiday Leave balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Holiday Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. No Holiday Leave cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

3. Restoring Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 8

HEALTH AND WELFARE

1. Core Flex Plan.

The City will contribute a Core Flex Plan amount equivalent to the Kaiser Permanente Region 1 Premium for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost. Should the premium cost of the health plan selected by the employee be less than the Kaiser Permanente Region 1 premium, the City shall pay no more than the full cost of the Kaiser Permanente rate, with the difference between the cost of the selected health plan premium and the maximum provided by the City eligible to be applied toward the cost of vision and dental premiums.

2. Flexible Benefit Options.

The City agrees to provide a five hundred (\$500) dollars per month (employee only) and seven hundred (\$700) dollars 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 and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during each Open Enrollment Period established by the City.

3. Restrictions.

An Employee may either enroll in the Core Flex Plan or may 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 or enrollment in a Dental and/or Vision Plan.

4. Medical Insurance Benefits after Death While on Duty.

Should a sworn member of SCPOA lose his/her life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member's immediate dependent family. Said payments will continue for a period of up to three years, providing the City's insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City's medical plan at its own cost after the three years has elapsed, providing that the plan allows for continued participation.

5. Medical Conversion Plan.

SCPOA sworn members with 12 years or more of service with the City, who separate from City service on good terms, may remain on the City's medical plan, providing that the plan allows for continued participation. The member shall assume full responsibility for payment of the insurance premium.

6. Sick Leave Conversion to Fund Medical Premiums.

Upon normal retirement of a sworn member from the City, 25.0 percent of an Employee's Sick Leave balance may be converted to a cash equivalent and used to fund medical premiums. This

conversion will be deducted from the amount reported for CalPERS credit in Section 2 of Article 9.

ARTICLE 9 RETIREMENT

The Public Employees' Pension Reform Act of 2013 (PEPRA) provides that all Employees who are currently participating in a CalPERS retirement plan, or those who have had a break in service that does not exceed six months, shall be considered "Classic" Employees. All new Employees who do not meet those criteria shall be considered PEPRA New Employees.

1. Classic Miscellaneous Employee Benefits.

Except as provided in this Article, The City agrees to provide the 2.0 percent at 55 CalPERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

- A. One-Year Final Compensation. The City provides one-year final compensation pursuant to Government Code Section 20042.
- B. Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.
- C. All miscellaneous employees covered by this MOU 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 PEPRA employees as soon as practicable after CalPERS approval of the EPMC change.

2. Classic Safety Police Employee Benefits.

The City agrees to participate in 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. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article 8. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

- A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").
- B. Consistent with Internal Revenue Code Section 414(h)(2), the contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.
- C. Employees will receive an increase to their base hourly rate of 5.5 percent in exchange for Classic members paying the full employee contribution along with PEPRA employees as soon as practicable after CalPERS approval of the EPMC change.

3. PEPRA New Miscellaneous Employee Benefits.

The City agrees to provide 2.0% at 62 PERS Retirement Plan for Public Employees' Pension Reform Act of 2013 (PEPRA) New 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 EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

4. PEPRA New Safety Police Employee Benefits.

The City agrees to provide 2.7% at 57 CalPERS Plan for PEPRA New 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. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

ARTICLE 10 LIFE INSURANCE

Group Life Insurance. The City agrees to keep a life insurance policy in full force and effect that provides a \$200,000 death benefit for each represented member.

ARTICLE 11 SUPPLEMENTAL INSURANCE

The City has contracted with Colonial for voluntary supplemental insurance benefits which may be paid through City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best interest of the City.

ARTICLE 12 EMPLOYEE ASSISTANCE PROGRAM

The City will continue to provide an Employee Assistance Program (EAP). The program will include at a minimum but not limited to, five personal counseling sessions, counselors located within a reasonable commute distance, substance abuse counseling, availability of emergency visits, and workplace crisis response. Employees will be provided with a brochure outlining the benefits of the program.

ARTICLE 13 WORKERS' COMPENSATION

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

ARTICLE 14 STATE DISABILITY INSURANCE COVERAGE

1. State Disability Insurance.

The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for Dispatch employees represented by SCPOA. Sworn members of the SCPOA do not participate in SDI.

2. Payment of SDI Premiums.

SDI premiums shall be paid in full by all participating Employees.

ARTICLE 15 SICK LEAVE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a protected leave status shall be required to use available accrued paid leave prior to going leave without pay. Rules pertaining to additional leaves of absence are contained in the City's Personnel Rules and Regulations.

ARTICLE 16 LIGHT DUTY

1. Any Employee, who previously has been off duty due to injury, illness, or other medical reason and who has been medically released by a doctor to return to work with restrictions, may be assigned to light duty. Assignment to light duty will be based on the City's ability to accommodate the work restrictions.

2. Light duty will not be approved unless there is work available which may be performed within the limitations and/or restrictions of the affected Employee.

ARTICLE 17 LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY

1. The City shall comply with applicable federal and state laws governing work-related injuries, leaves, and compensation.

2. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.

3. The City shall coordinate accrued Sick Leave with Workers' Comp benefits.

4. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, CTO, 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.

ARTICLE 18

PAYROLL STATUS

1. Payroll Status.

Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:

- A. Working Full-Time.
- B. Working Part-Time, at least a thirty (30) hour or greater workweek.
- C. Working on a restricted or limited duty basis.
- D. Off work due to an injury or illness covered under Workers' Compensation.
- E. Off work due to an injury or illness covered under State Disability Insurance.
- F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).
- G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).
- H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).

2. Continuation of City-Paid Insurance Premiums.

The City shall continue to contribute the City's share of the health, and life insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave in conjunction with Workers' Comp/SDI benefits to create the equivalent of at least a thirty (30) hour or greater workweek, exclusive of Overtime.

3. Non-Payroll Status.

- A. Any Employee off work on SDI who has exhausted his/her benefits under FMLA, CFRA, or PDL, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek, exclusive of Overtime shall be considered to be in a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave (Vacation, Sick and Holiday), and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf. The City will continue to contribute life insurance premiums for employees in a non-payroll status.

- B. An Employee off work on Workers' Compensation, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek, exclusive of Overtime shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation, Sick, and Holiday); however, the City will continue to contribute the City's share of health insurance premiums on the Employee's behalf for a period of no more than 12 months from the date of injury. The City will continue to contribute life insurance premiums for employees in a non-payroll status.
- C. Employees contributing to the 457 Deferred Compensation plan, and who are off work on Workers' Compensation/SDI, will have all contributions to the deferred compensation plan stopped during the time on leave unless they are integrating sufficient accrued paid leave to cover the full amount of the requested deferred compensation plan contribution. Workers' Compensation/SDI benefits are non-taxable benefits, therefore shall not be used toward 457 plan contributions.

ARTICLE 19 WORKERS' COMP/SDI MEDICAL LEAVE

1. Employee Options Regarding SDI Medical Leave.

There are three options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows:

- A. Option 1: Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave.
- B. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, CTO, and/or Holiday Leave, in this order, unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on their Request for Leave (RFL) whether the Employee is integrating Sick Leave, and other leave accruals, with SDI benefits.
- C. Option 3: Employees who apply for disability insurance, may provide the City with the supplemental benefits received by SDI, to be credited to a disability leave accrual account, which the City will then reissue to employees through payroll, enabling employees to remain on payroll status, so long as they integrate accrued leave to create at least a thirty (30) hour or greater workweek, exclusive of Overtime.
- D. The amount of supplement for any hour of any normal Workday shall not exceed the difference between one hundred (100%) percent of the Employee's normal gross salary rate and the "weekly benefit amount".

2. Medical Leave While on Workers' Comp/SDI.

Employees who are off work on medical leave covered under Workers' Comp or SDI may supplement their insurance coverage benefits to ensure that they receive up to one hundred (100%) percent of their normal pay, exclusive of Overtime.

3. How a Supplement is Treated.

The Employee shall receive up to one hundred (100%) percent of their gross salary rate including any regular hours worked and leave accruals to cover time off (Sick leave, Vacation, CTO and/or Holiday Leave), until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive up to one hundred (100%) percent of Employee's gross salary rate when combining the supplemental amount provided by Workers' Comp/SDI with integrated leave.

4. Paid Leave Accrual.

An Employee shall earn Sick Leave, Vacation Leave, and Holiday Leave benefits during any full bi-weekly pay period in which the Employee receives Workers' Comp/SDI benefits and is on Payroll Status. Furthermore, an Employee shall receive service credit including for seniority and merit step increases during such a period, as long as the Employee is in a Payroll Status with the City. Retirement service credit is determined by CalPERS.

5. Leave of Absence While on SDI.

An Employee who is receiving SDI benefits while absent from work, but who is in a Non-Payroll Status with the City is entitled to a leave of absence under Section 10.2 of the Personnel Rules subject to the requirements of that Section.

ARTICLE 20 PAYROLL DEDUCTION

Upon receipt of an authorized form from an Employee, the City shall make credit union or bank deductions from the Employee's check. Upon written request, the City will advise the SCPOA of all deduction changes for its members.

ARTICLE 21 OUTSIDE EMPLOYMENT

1. Employees may engage in outside employment, in addition to their City employment, only under the following conditions (as provided by the Personnel Rules, the Police Department "Policies and Procedures Manual", California Penal Code Section 70, and California Government Code Section 1126):

A. There shall be no conflict of interest or incompatibility with the Employee's City employment. No Employee shall engage in employment as a Notary Public, Private Detective, Bill Collector, or Counselor at Law. Furthermore, no Employee shall have as a business partner any person whose occupation would fall into the above categories. Furthermore, no Employee shall engage in or participate either directly or indirectly as principal, agent, or employee of:

- 1) Any tow car, motor vehicle wrecker, ambulance service, or taxicab service.
 - 2) Any establishment where the sale of liquor is the principal business.
 - 3) Any employment dealing with the investigation or adjusting of claims or losses arising out of motor vehicle or other types of accidents.
 - 4) Any employment with any other Law Enforcement Agency, custodial, corrective or investigative agency, or any other type of employment requiring the "power of a peace officer," or in any job where a concealed weapon could be used as part of the Employee function, except as provided in Subsection A.5. below.
 - 5) The City agrees to meet and confer to develop a side letter that lays out the specifics of a program that would allow Employees to seek approval for outside employment under certain conditions. These conditions would include armed private security but would not include temporary employment with other public law enforcement agencies.
- B. The time involved in outside employment shall not adversely affect the Employee's attitude or efficiency in the Employee's City employment. Unless authorized by the Police Chief, part-time work shall not be performed within 8.0 hours preceding the Employee's normal duty hours with the City of Suisun City. The total time worked shall not exceed 24.0 hours in any seven consecutive days.
- C. No telephone calls or personal contacts concerning the outside employment shall be made during the hours of City employment. The Employee shall not conduct or promote in any manner, the Employee's part-time work while on duty, and the Employee shall not use any of the facilities of the City for that purpose.
- D. Each Employee shall report all outside employment to the Police Chief and shall secure the written approval of the Police Chief and the City's Personnel Officer prior to the commencement of outside employment. Any Employee desiring to engage in outside employment on a part-time basis shall forward a written request to the Police Chief, in duplicate, outlining the nature of the part-time work, name of employer and whether it is to be long- or short-term work.
2. Employees engaged in part-time work shall not expect or request special consideration as to shift arrangement, illness or injury due to part-time work, or tardiness when starting shift. In the event of illness or injury occurring while engaged in part-time work, a doctor's examination shall be requested before resuming City duties. Part-time employment shall not be engaged in when an Employee is off ill and cannot perform the Employee's duties for the City.

ARTICLE 22 LAYOFF AND REEMPLOYMENT

Rules regarding Layoff and Reemployment are set forth in Section 13.2 of the Personnel Rules.

ARTICLE 23

GENERAL PROVISIONS

1. Severability.

If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the Parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

2. Full Understanding.

The Parties agree that this Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.

3. No Requirement to Meet and Confer.

Except as provided Appendix A, Article 4 and Appendix B, Article 5, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Agreement during the term of this Agreement.

4. Reopeners.

Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purposes:

- A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.
- B. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCPOA.
- C. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and
- D. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.
- E. Upon completion of an audit of overtime and wages, the parties agree to reopen to discuss any modifications that may be necessary, which may include but is not limited to the means and method for calculating overtime.
- F. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only grounds for reopening the Agreement during its term.

5. Savings Clause.

In the event that the implementation of any article, section, subsection, or paragraph of this Agreement shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the SCPOA shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section, subsection, or paragraph.

6. No Strike/Lockout.

The SCPOA agrees that there will be no strike, work stoppage, slowdown, "sick in", sit down, refusal to perform work, other interference with City operations, picketing, or refusal to enter upon City premises on any account or in connection with any grievance or dispute. The City agrees that it will not engage in any lockouts during the term of this Agreement.

7. Successor Agreement.

This Agreement shall be in full effect from July 1, 2023 through and including June 30, 2025. Either Party may serve upon the other its written request to commence negotiations for such successor Agreement as early as February 1, 2025. Upon receipt of such written notice, negotiation sessions shall commence no later than thirty (30) days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction within the limitations of the City's ability to pay with the intent to be completed no later than June 30, 2025.

8. Distribution of Agreement.

Within ten (10) days of the adoption of this Agreement, all covered Employees shall receive a copy of the Agreement. The "copy" may be provided in electronic format.

9. Effective Date.

The effective date of this Agreement shall be July 1, 2023.

[APPENDIX A – SWORN LAW ENFORCEMENT EMPLOYEES ON NEXT PAGE]

APPENDIX A – SWORN LAW ENFORCEMENT EMPLOYEES

ARTICLE 1 ADDITIONAL COMPENSATION

1. Entry-Level Police Officer Probationary Period and Merit Increases.

Notwithstanding AD 7, the “Anniversary Date” for entry-level Police Officers is twelve months from the date of hire instead of the date of completion of probation. Police Officers are eligible for merit increases on their Anniversary Date and annually thereafter. Upon the successful completion of Probation with 18 months service, however, an entry-level Police Officer at B Step is eligible to advance to C Step. This advance to C Step will not change the employee’s Anniversary Date or eligibility for future Merit Increases on their Anniversary Date. When an entry-level Police Officer’s Probation is extended, their Anniversary Date may be modified. Police Officers who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range within the timeframes indicated above, subject to a performance evaluation and the Police Chief’s recommendation.

2. Lateral Police Officer and Police Sergeant Probationary Period and Merit Increases.

All newly appointed Police Sergeants and Lateral Police Officers will serve a probationary period of 12 months. All Police Sergeants and Lateral Police Officer hires who have successfully completed their probationary period will be eligible for a merit increase. Advancement within a Pay Range shall not be automatic; all increases shall be based on merit. Annually on the anniversary of the appointment to Police Sergeant or as a Lateral Police Officer, Employees will be eligible to advance to the next higher step. Police Sergeants and Lateral Police Officer hires who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range within the timeframes indicated above, subject to a performance evaluation and the Police Chief’s recommendation. A Lateral Police Officer hired at Steps A or B, shall be eligible for the same merit advancement schedule as provided to Entry-Level Police Officers.

3. POST Certificate Pay – Sworn Officers.

Certificate Pay shall be provided for Employees who have earned a Peace Officer Standards and Training, (hereinafter “POST”) Basic Certificate, Intermediate Certificate and Advanced Certificate. Pay will be provided the pay period immediately following receipt of the certification from POST effective the issue day of the certificate.

- A. POST Basic Certificate. The City agrees to pay two (2%) percent of Base Salary for Police Officers who have earned a POST Basic Certificate.
- B. POST Intermediate Certificate. The City agrees to pay an additional five (5%) percent above POST Basic Certificate Pay for Police Officers and Police Sergeants who have earned a POST Intermediate Certificate.
- C. POST Advanced Certificate. The City agrees to pay an additional five (5%) percent above POST Intermediate Certificate Pay for Police Officers and Police Sergeants who have earned a POST Advanced Certificate.

4. Police Corporal Assignment Pay.

Police Officers, serving on Special Assignment as Police Corporals, who are not receiving any other Assignment Pay, shall receive additional pay for this assignment. Police Corporal Assignment Pay shall be calculated as an hourly rate equivalent to five (5%) percent of the employee's base hourly rate of pay.

5. Field Training Officer Assignment Pay.

Police Officers, who are certified FTO Trainers, and not receiving any other Assignment Pay, shall receive FTO Assignment Pay while they are training a regular or reserve officer. At no time shall FTO Assignment Pay for one or more FTOs who are training the same trainee for one shift exceed the total hours worked by the trainee during that shift. FTO Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the employee's base hourly rate of pay.

6. Officer-in-Charge Assignment Pay.

Police Officers, who are not receiving any other Assignment Pay, shall receive OIC Assignment Pay while they are serving as the Officer in Charge (hereinafter "OIC") in the absence of a Police Sergeant for a period of at least one hour. OIC Assignment Pay shall be calculated as an hourly rate equivalent to five (5%) percent of the employee's base hourly rate of pay.

7. Detective Assignment Pay.

Police Officers and Sergeants serving on special assignment as Detective, who are not receiving any other Assignment Pay, shall receive Detective Assignment Pay. Detective Assignment Pay shall be calculated as an hourly rate equivalent to five (5%) percent of the employee's base hourly rate of pay.

8. Sworn Officer Longevity Pay.

Upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a three (3%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City service shall be entitled to an additional three (3%) percent increase in compensation (for a total of six (6%) percent).

9. Range Qualification.

With the prior approval of an Employee's supervisor, range qualifications on off-duty hours shall be paid at the applicable Overtime Rate for a minimum of 2.0 hours. Except as provided in the articles pertaining to CTO accrual, the time shall be in the form of a cash payment or compensatory time off (hereinafter "CTO") at the Employee's option.

ARTICLE 2 HOURS OF WORK

1. Workweek/Workday.

At the discretion of the City, Regular Full-Time Employees shall be assigned to one of the following work schedules:

- A. A forty (40) hour workweek consisting of five (5) consecutive eight (8) hour days in a seven (7) day period (hereinafter "5/40"), beginning at noon on Friday through 11:59 am on the following Friday. All other work schedules shall be considered Alternative Work Schedules (AWS).
- B. Authorized Alternative Work Schedules include: four (4) consecutive ten (10) hour days in a seven (7) day period (hereinafter "4/10"), or nine (9) workdays totaling eighty (80) hours during a fourteen-day period (hereinafter "9/80"), or twelve (12) hour shifts consisting of six (6) workdays of twelve (12) hours and a seventh (7th) workday of eight (8) hours, totaling eighty (80) hours during a fourteen-day period (hereinafter "3/12/8"), or twelve (12) hour shifts consisting of seven (7) workdays during a fourteen (14) day period (hereinafter "3/12"). AWS may include any other configuration approved by the Police Chief and City Manager.
- C. AWS Assignments are subject to recommendation of the Police Chief and City Manager approval and shall not be considered permanent. At such time as the Police Chief and City Manager determine that an AWS does not meet departmental needs for any or all employees, the City can change or discontinue the AWS upon thirty (30) day notice to the affected employee(s) and the SCPOA of the change or discontinuation, with no meet and confer required, but the SCPOA shall be afforded the opportunity to explore alternative, nonbinding options, with the Police Chief during that 30-day notice period. The POA retains the right to file a grievance over this provision.

2. Rest Periods.

Whenever an employee is assigned to a fixed schedule shift of more than 10 hours, there shall be a mandatory minimum rest period of eight (8) consecutive hours between the end of one scheduled work shift and the start of the next scheduled work shift. Mandatory rest periods interrupted by a court appearance will begin 30 minutes after the employee is released from court, rounded to the nearest quarter hour.

Example:

- A. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 2 p.m. the same day, the 8 consecutive hours occurs between 6 a.m. and 2 p.m. and there is no mandatory rest period after the court appearance is completed.
- B. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 8:30 a.m. the same day, and the court appearance is over by 9:30 a.m., the 8 consecutive hours start at 10 a.m. and ends at 6 p.m., the beginning of the next work shift. Therefore, there is no mandatory rest period after the court appearance is completed.
- C. If an employee completes a regular work shift at 6 p.m. and has a scheduled court appearance at 10 a.m. the same day, and the court appearance is over by 10:45 a.m., the 8

consecutive hours starts at 11:15 a.m. and ends at 7:15 p.m. The employee is not required to take vacation, holiday, compensatory time or unpaid leave to cover the absence. An employee requiring a mandatory rest period shall immediately coordinate that absence with the on-duty supervisor.

3. Exceptions to Mandatory Rest Period.

In the event of a critical incident and/or when the shift falls below the minimum staffing (1 supervisor and 2 officers), employees may be ordered by the shift supervisor to return to work before the 8 consecutive hours of rest period are completed. The remaining hours of the mandatory rest period not completed, shall be compensated at the applicable Overtime Rate.

Example:

- A. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 1:30 p.m. the same day, and the court appearance is over by 4 p.m., and the 8 consecutive hour starts at 4:30 p.m. and ends at 12:30 a.m.
- B. If the employee is ordered to return to work before 12:30 a.m., those hours after the start of their scheduled shift (6 p.m.) until the end of the consecutive 8 hour rest period (12:30 a.m.) shall be compensated at the applicable Overtime Rate.

4. Work Schedule.

- A. Except as provided in Subsection D of this Section, the City shall not reschedule an Employee's shift to split the Employee's days off. If an Employee requests a shift change with another Employee, this shall not be considered a rescheduling by the City and the Employee shall not be paid at the Overtime Rate.
- B. Except as provided in Subsection D of this Section, in the event the City changes an Employee's regularly scheduled shift without at least five days' notice, those hours shall be paid at the applicable Overtime Rate. Notice shall consist of oral notification or written notification placed in the Employee's shift box.
- C. Except as provided in Subsection D of this Section, in the event the City assigns or schedules an Employee to work a shift with notice of fewer than twelve hours between his/her last assigned shift or scheduled duty, then the second shift shall be paid at the applicable Overtime Rate.
- D. The exceptions to Subsections A, B, and C of this Section are as follows:
 - 1) Employee-requested shift changes.
 - 2) Changes made in the schedule of an Employee assigned to a training function.
 - 3) A general departmental shift change.
 - 4) Employees assigned to a short-term, non-patrol function such as: boat patrol, crime suppression, major incident call outs, DUI checkpoints, and SWAT.
 - 5) Time already compensated under the Overtime provisions of this Article.

- E. Employees will be given the opportunity to indicate shift preference on a seniority basis. When making shift assignments, the Department shall consider such preferences, but they shall not be binding. Employees may remain on the same shift for up to 18 months.

5. Meal Periods

- A. Except as provided in Section D of this subsection, all Employees shall be entitled to a 45-minute meal period to be included in the regular shift.
- B. Employees assigned to a course of training, a non-patrol assignment, and who are not required to be on-duty during their meal period, shall not be compensated for the time spent on the meal period.
- C. Employees assigned as the School Resource Officer (SRO) or to an investigations assignment shall be afforded a paid one-half hour lunch period, during which the SRO shall be subject to call-out.
- D. Officers assigned to court shall be compensated for time spent on their meal period, providing they are required to return to court after the meal period.

6. Flex Time.

Time worked in excess of the Employee's regularly scheduled Workday may be taken as "flex time" on an hour-for-hour basis provided that:

- A. The time is taken within the same workweek that it is earned; and
- B. The determination that such time is considered "flex time" is mutually agreed upon by the Employee and the Employee's supervisor; and
- C. The supervisor adjusts the posted work schedule.

ARTICLE 3 STANDBY-BY PAY

Any Employee who is required by a directive from a first-level supervisor or above, or an order by the Court or the District Attorney or his/her representative, to remain available for duty or to remain available to appear in Court (and is thereby placed on "stand by") and is restricted from travel to any area or location which would preclude the Employee's return to duty within one hour, or is required to maintain telephone contact or pager contact at all times during such stand-by period, shall receive Stand-By Pay, which shall be compensated at the rate of one-half of the Employee's Regular Salary (straight-time hourly) rate for the time period that the Employee is on "stand by".

ARTICLE 4 OVERTIME PAY

1. For the purpose of Overtime and minimum time calculations, an Employee may not be paid twice for the same time period. If time periods overlap, then the time shall be calculated as a continuous work period.
2. The Work Period for Sworn Employees is 14-days per the FLSA 7K exemption. Sworn employees will be paid at the Overtime Rate for all hours worked in excess of eighty (80) hours per 14-day FLSA work period.
3. All time on paid leave status will be considered hours worked for the purpose of computing Overtime.
4. Work schedules may be temporarily realigned for Employees attending Job-Related Training. Consistent with the realigned work schedule, Employees traveling to and from such training outside of those work hours, minus the time it would take to drive to and from their residence to the SCPD, shall be compensated by the City. The Employee shall receive written approval in advance for such compensated travel.
5. Employees attending job-related and assigned training shall receive credit for the total amount of hours scheduled for that training even if it is less than the original scheduled time. Employee travel time, however, shall not be calculated as overtime if that travel time falls within the scheduled course hours.
6. When an Employee is expected to be absent for one or more workweeks for Workers' Compensation Leave (4850 or Temporary Total Disability), Sick Leave, Family or Medical Leave pursuant to state and federal law, or a non-paid status, the employee's work schedule shall be converted to a five (5) day, forty (40) hour workweek at the beginning of the work period following receipt of such information, or, if known prior to the work period in which the absence will occur, at the beginning of the work period in which the absence begins.
7. Employees working on an authorized and documented temporary assignment under Light Duty or a Reasonable Accommodation will have their work schedule changed to meet the needs of the unit to which they are assigned during these temporary assignments.
8. The parties agree to meet and confer regarding implementation of a different FLSA work period for sworn employees.

ARTICLE 5 COMPENSATORY TIME OFF (CTO)

1. CTO Accumulation.
Except as otherwise provided in this Article, an Employee shall have the discretion to have the compensation for hours worked on an Overtime basis credited as either CTO or paid Overtime. The maximum accumulation of CTO is as follows: the first 10 years of City service: 160.0 hours;

over 10 years of City service: 200.0 hours. If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Employees shall schedule time off using CTO only with prior Police Chief approval.

2. Backfilling on CTO.

When one Employee uses CTO to be off work on a paid basis, and if the Employee who backfills the first Employee would be working in an Overtime situation, the backfilling Employee may not accrue CTO for that backfilling role.

3. Grant-Funded CTO.

In order to ensure that the General Fund is not negatively impacted, Employees working Overtime on a grant-funded project or assignment shall receive compensation for Overtime hours worked on a paid basis only.

4. CTO Cash-Out.

Employees are allowed to cash out a maximum of sixty (60) hours of CTO as accrued by January of each year). The combined total annual cash-out between Vacation, Holiday and CTO may not exceed sixty (60) hours. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. With the exception of the January cash-out, Employees may not cash out CTO except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

5. Restoring Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 6 VACATION LEAVE

1. Vacation Accrual.

The accumulation of Vacation Leave shall commence effective with the date of hire according to the following schedule and be prorated on a pay period basis:

- A. For the first five years of service. Employees shall earn and be credited with Vacation Leave at the rate of 80.0 hours per year (3.08 hours per Pay Period).
- B. Commencing with the sixth year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year (4.62 hours per Pay Period).
- C. Commencing with the eleventh year. Employees shall earn and be credited with Vacation Leave at the rate of 144.0 hours per year (5.54 hours per Pay Period).
- D. Commencing with the sixteenth year of service. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year (6.15 hours per Pay Period).

2. Maximum Accumulation.

Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 of service with the City may accumulate up to a maximum of 320.0 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, he/she 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 stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation Cash-Out.

Employees may not cash out Vacation Leave except upon leaving City Service or during the annual January cash-out. The combined total annual cash-out between Vacation, Holiday and CTO may not exceed sixty (60) hours. 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 balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Vacation by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. No Vacation cash-out election will be allowed for any Employee for a period of four months following the last day for a suspension from duty for disciplinary reasons.

4. Illness During Vacation.

If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.

5. Upon Death.

When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

6. Restoring Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 7 UNIFORMS AND CLEANING

A clothing allowance shall be paid by the City as provided below:

1. Uniform Allowances. Annually, the City shall pay those Employees required to wear uniforms \$1300, to be paid in regular paychecks on a pro-rata basis, equally divided across each of the 26 paychecks.
2. New Employees may receive an advance of their first uniform allowance payment. Should a new Employee leave employment with the City prior to completion of one year, the advanced clothing allowance shall be withheld from his/her final paycheck or shall otherwise be returned to the City.
3. If an Employee terminates employment with the City prior to the payment of the allowance, the Employee shall not receive the clothing allowance.
4. The City agrees to replace or repair uniforms or equipment required by general order of the department that are damaged in the scope of employment. Said repairs should be completed only when they do not adversely affect the appearance or function of the item. Items of substantial age or heavily worn may be prorated for replacement.

ARTICLE 8 SOFT BODY ARMOR

1. The City will purchase a soft-body armor vest for each officer.

2. The vendor will be chosen by the City. The department will purchase up to a level II vest. Any vest upgrade will be the responsibility of the officer, who will forfeit that upgrade should they have to relinquish the vest to the department due to separation during probation as outlined in item 6 of this section.
3. The City will replace the safety vest five years after the date of purchase or upon proof that the vest is defective.
4. The vest shall remain the property of the City. Ownership shall transfer to the Employee if the Employee separates from service on good terms after at least one year of employment, or upon completion of probation in the case of newly hired officers.
5. The Employee shall be required to wear the vest while assigned to patrol duties.
6. Should an Employee separate from City Service prior to the completion of probation, the vest shall be returned to the City.

ARTICLE 9 VEHICLE ASSIGNMENT

1. Having personnel with expertise in investigations on an on-call status is crucial to the daily operations of this agency. Those personnel assigned to Investigations are required to respond as rapidly as possible to an event requiring their expertise. For this reason, the Department may assign a take-home vehicle to members assigned to Investigations and subject to being on-call. It is the policy of the Suisun City Police Department to restrict the assignment of such vehicles to individuals within a seventy-five (75)-mile radius from the Police Department, except as otherwise approved by the Police Chief.
2. Members assigned a take home vehicle are to adhere to the provisions of the Police Department's Vehicle Use and Drug and Alcohol-Free Workplace policies, except as follows:
3. Members assigned to Investigations, with the approval from the Police Commander, are authorized to take an assigned city vehicle home. City owned vehicles are to be left at the Police Department during vacations or other periods of leave or extended leave or extended absence, except as authorized by the Police Commander.
4. When a member is on-call, the vehicle may be operated for local usage to maintain their on-call availability and in lieu of on-call or standby compensation. The member is required to be reachable by phone, able to return to work within sixty (60) minutes of being called and is to refrain from activities which might impair their ability to safely perform assigned duties.
5. When a member is not on-call, off duty usage is restricted to travel to and from work or other work-related purposes. Limited, incidental personal business while traveling to and from work is allowable.

6. Members may carry passengers in the vehicle; however, they shall not dress in a manner or exhibit conduct that will bring discredit upon the City. Members are responsible for the appearance and conduct of all passengers in their take-home vehicle.

ARTICLE 10 EDUCATION AND REIMBURSEMENT

1. Approval.

On the written recommendation of the Police Chief and the written approval of the City Manager, an Employee may embark on an approved course of study to enhance their job skills. A course of study may include courses needed to gain a degree in a job-related field, or to improve opportunities for advancement or promotion with the City. If the Police Chief does not recommend reimbursement for a course of study, then the Employee may appeal to the City Manager, whose decision shall be final. Employees shall not engage in any course of study covered herein, while on duty. Department-mandated job-related training is separate from voluntary education and is provided on-duty and is determined based on the needs of the department. Employees seeking physical fitness program allowance will reduce the amount of education reimbursement they are eligible to receive by an amount equal to the reimbursement received under the physical fitness program.

2. Alternative Programs Available.

Each fiscal year employees may choose from one of the following Education Reimbursement programs: A) Reimbursement of up to \$1,800 for pursuit of a college degree, B) Reimbursement of up to \$750 for job-related courses or a certificate program; or C) a loan under the Safety Education Loan Forgiveness (SELF) Program. Courses require pre-approval, prior to the date of enrollment in the course, to ensure the expense is eligible under the MOU.

3. Education Reimbursement for Pursuit of a Degree.

For those Employees pursuing an Undergraduate or Graduate Degree, the maximum reimbursement is \$1,800 per fiscal year for eligible expenditures that have occurred during that fiscal year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.

4. Education Reimbursement for Job-Related Courses.

For those Employees pursuing an approved course of study that does not involve receiving a college degree, the maximum reimbursement is \$750 per fiscal year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief, copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.

5. Safety Education Loan Forgiveness (SELF) Program.

SCPOA and the City agree with the interest of enhancing the training and retaining of SCPD employees. The Safety Education Loan Forgiveness (SELF) Program provides a forgivable loan amount of up to a maximum \$10,000 per employee for a program leading to a bachelor's degree or other advanced degree (master's or doctorate). The City would pay an amount up to \$5,000 per fiscal year to the employee for tuition and related direct expenses as provided below:

- A. In order to be eligible for the program, an employee must have been an employee of SCPD for a minimum of one (1) year and have completed field training. The course of study must be approved in advance, be relevant to the City, and be from a regionally accredited, degree-granting institution. Course of study may include courses in a job-related field, or to improve opportunities for advancement or promotion within the City.
- B. Employees would have up to a maximum of four (4) years to successfully complete the program by obtaining their degree. The maximum loan amount is limited to \$5,000 per year, with a total of \$10,000 per employee within the four (4) year period.
- C. If an employee (1) does not complete the program within the four years, (2) quits the program, or (3) leaves City service prior to completion of the program, repayment of all funds disbursed under the program would be due back to the City. The repayment would be required to be paid via a payroll deduction (presumably from paid leave cash-out). In the event of insufficient paid leave balances, employees would be permitted to spread the amount due back to the City in equal payments for up to one (1) year, provided they are in City service during this time. If they leave City service during this repayment period, any balance remaining on the final date of employment would become immediately due and payable.
- D. Upon successful completion of the program, provided an employee remains in City service, the SELF Program loan would be forgiven after the completion of five years of city service after graduating. If an employee successfully completes the program, but leaves City service prior to this time, the loan would be required to be paid via a payroll deduction (presumably from paid leave cash-out) based on the following schedule:
 - 1) 100% repayment for an employee who leaves City within one (1) year after graduation from the program.
 - 2) 75% repayment for an employee who leaves City service during the within two (2) year after graduating the program.
 - 3) 50% repayment for an employee who leaves City service during the within three (3) years after graduating the program.
 - 4) 25% repayment for an employee who leaves City service during the within four (4) years after graduating the program.

- E. Loan Forgiveness. The city agrees that any loan amount up to ten thousand dollars (\$10,000.00) dollars provided under the SELF program will be forgiven if the employee earns a bachelor's degree or higher and completes five (5) years of services with the city after graduation. If the employee separates from city service or does not complete the program within the four years, the employee will be required to reimburse the city per the schedule outlined herein.

ARTICLE 11 PHYSICAL FITNEESS PROGRAM

Upon approval of the Police Chief, Employees may receive an annual allowance of up to \$250 of the employee education reimbursement to be used toward fifty (50%) percent of the cost of health club membership or other approved physical fitness training. The Physical Fitness allowance will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the 26 pay checks. Employees must opt into the Physical Fitness Program annually during the month of June for the following fiscal year. Employees will be required to submit verification of membership at a health club or in another physical fitness training program and must maintain membership throughout the year to continue receiving this allowance. Employees must immediately report termination of their health club or physical fitness program membership to avoid overpayment of this allowance. This allowance may only be used for club dues or other approved physical fitness training regimen and may not be used to purchase home gym equipment.

[APPENDIX B – DISPATCH EMPLOYEES ON NEXT PAGE]

APPENDIX B – DISPATCH EMPLOYEES

ARTICLE 1 PROBATIONARY PERIOD

Rules regarding Probationary Period are set forth in Section 7.5 of the Personnel Rules. These rules are amended to include the following provision:

At the discretion of their supervisor, Department Head, and City Manager, Probationary Employees may receive a performance evaluation and release from probationary status after six months, if the Employee's performance exceeds "Meets Standard".

ARTICLE 2 PERFORMANCE EVALUATIONS

1. Annual Performance Evaluation.

Every Regular Employee in the Classified Service shall receive a performance evaluation by his/her immediate supervisor at least annually. The annual review will normally occur within 30 days of the Employee's Anniversary Date, unless an alternate schedule is approved by the City Manager.

2. Purpose.

The purpose of the Annual Performance Evaluation is to promote the successful performance of all City Employees through a process that provides feedback on past performance and directs future performance by identifying performance goals and objectives.

3. Procedure.

The Human Resources Unit shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.

ARTICLE 3 MERIT INCREASES

In order to advance to a higher step in the salary range, the evaluation must demonstrate that the advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and Department Heads in determining whether merit advancements have been earned and should be recommended to the City Manager. Department Heads shall have the authority and responsibility to withhold or delay merit advancements if such advancement is not merited.

ARTICLE 4 ADDITIONAL COMPENSATION

1. POST Certificate Pay – Dispatch Employees.

The City shall pay two (2%) percent of Base Salary to employees in the Public Safety Dispatcher I/II/Senior classifications who have earned a Peace Officer Standards and Training (hereinafter “POST”) Basic Certificate.

- A. Public Safety Dispatcher I/II/Senior employees in possession of a POST Basic Certificate as of 7/1/2023, will receive the POST Certificate Pay during the first pay period following 7/1/2023.
- B. Public Safety Dispatcher I employees will be provided the POST Certificate Pay in the first full pay period immediately following the City’s receipt of the certification from POST effective the issue day of the certificate.

2. Incentive Pay.

- A. Upon recommendation of the Department Head and the approval of the City Manager or designee, the City will provide training incentives for special education and certification not already required as part of the Employee’s job classification and obtained outside the Employee’s working hours. Employees receiving Incentive Pay must maintain certification consistent with the rules of the issuing authority. Failure to do so will result in a suspension of this benefit for a period not to exceed six months. During this suspension period, the Employee must cure the reason for loss of certification, or the suspension shall become permanent.
- B. Authorized Incentive Pay for special education and certifications shall be as follows: All Employees Covered by Agreement for an AA Degree or Higher 3%

3. Solo Dispatch Pay.

The City endeavors to provide adequate coverage during peak dispatch operations periods. When a dispatcher works alone for five (5) or more hours, the City will provide a two (2%) percent increase in compensation for that shift for the full duration of that shift.

4. Dispatch Employee Longevity Pay.

- A. Effective the first pay period following 7/1/2023, upon the completion of ten (10) years of continuous full-time City service, represented employees shall be entitled to a two (2%) percent increase in compensation. Employees who complete fifteen (15) years of continuous full-time City service shall be entitled to an additional two (2%) percent increase in compensation (for a total of four (4%) percent).
- B. Dispatch Employee Longevity Pay. Effective the first pay period in July 2024, upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a three (3%) percent increase in compensation; employees who

complete ten (10) years of continuous full-time City serve, shall be entitled to a three (3%) percent increase in compensation (for a total of six (6%) percent.)

ARTICLE 5 HOURS OF WORK

1. Attendance.

Employees shall be in attendance at their workstation in accordance with departmental schedules unless on approved leave.

2. Work Schedules.

At the discretion of the City, Regular, Full-Time Employees shall be assigned to one of the following work schedules:

- A. A 40.0-hour workweek consisting of five consecutive 8.0-hour days in a seven-day period (hereinafter "5/40"), beginning at noon on Friday through noon on the following Friday. All other work schedules shall be considered Alternative Work Schedules.
- B. An Alternative Work Schedule, such as four consecutive 10.0-hour days in a seven-day period beginning at noon on Friday through noon on the following Friday (hereinafter "4/10"), or nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter "9/80"), or any other configuration approved by the Department Head and City Manager. Assignment to an Alternative Work Schedule is subject to Department Head recommendation and City Manager approval and shall not be considered permanent. At such time as the Department Head and City Manager determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.
- C. Employees shall not be scheduled to work more than seven consecutive days without two scheduled days off, except in emergency situations.
- D. Employees assigned to an Alternative Work Schedule may have the start of the workweek changed in accordance with the requirements set forth in the Fair Labor Standards Act.
- E. Employees may temporarily flex their schedules with the prior approval of their Department Head, so long as the new schedule meets the City's needs and the Employee works a full schedule or makes up the shortfall with paid leave.
- F. All paid leave (Sick Leave, Vacation Leave, Holiday Leave, and CTO) shall be charged to the Employee's paid leave balance(s) for all hours not worked up to the scheduled hours for that day(s). For example, if an Administrative Assistant is off sick on a 9.0-hour day, that Employee's Sick Leave balance would be reduced by 9.0 hours for that absence. Similarly, if a Holiday falls on a 9.0-hour Workday, the Employee would receive 8.0 hours of Holiday Time Off and the balance of 1.0 hour may be made up through use of

Vacation Leave, Holiday Leave, or CTO. Sick Leave may not be used to make up for Holiday Time Off shortfalls.

3. Conflict with FLSA.

The City and SCPOA acknowledge that where this Article may conflict with the Fair Labor Standards Act, the Act shall take precedence.

4. Breaks.

All Employees shall be entitled to receive a 15.0-minute break for every 4.0 hours of work or major fraction thereof.

5. Dispatch Schedule Meet and Confer.

The parties agree to meet and confer on the work schedule for represented Dispatch employees.

ARTICLE 6 ON-CALL (STANDBY) DUTY

The following procedures shall apply exclusively to On-Call assignments for Police Dispatchers when so assigned and where Dispatchers are required to make themselves available for a share of weekly Dispatcher On-Call (sometimes referred to as Standby) duty:

1. Dispatcher On-Call will be assigned based on schedules and availability.
2. Dispatchers scheduled for On-Call Duty agree to be “available” for Call-Out for the days and times scheduled. Availability includes the ability to respond within one (1) hour of notification and refrain from the consumption of alcohol, which may render Employee unable to respond upon Call-Out.
3. Dispatchers shall be available by phone and shall respond to the phone call and arrive at the worksite as directed.
4. Dispatcher On-Call Duty schedules shall be assigned in two 12-hour increments when a potential vacancy could cause a lack of adequate staffing in the communications center.
5. Dispatchers who have been scheduled for On-Call Duty and either fail to be “available” or fail to report for work once notified shall be subject to disciplinary action.
6. Dispatchers who are ill shall contact the on-duty supervisor at the soonest opportunity available so that the scheduled On-Call employee can make the necessary arrangements to fill the shift in need. The employee on the shift prior to the vacant shift may be held over until such a time as the On-Call employee relieves them. Under no circumstance shall the communications center be left without any personnel. The purpose of this procedure is to ensure the communications center always has a back-up if the on-duty person on a minimum staffed shift becomes ill or otherwise no longer available to work.

7. Dispatchers may request that their supervisor consider trading or rescheduling their On-Call Duty assignment with another Employee. The supervisor shall retain the option of releasing the Employee from the scheduled On-Call Duty assignment.
8. Dispatchers scheduled for weekday On-Call Duty (from the end of the workday on one day to the beginning of the next workday during the work week, which is from 12:00 am Monday through 11:59 pm Friday) will receive two (2) hours of On-Call Pay per day at the employee's regular rate of pay.
9. Dispatchers scheduled for weekend On-Call Duty (from the end of the Workday on the last day of the regular workweek to the start of the Workday at the beginning of the next workweek, 12:00 am Saturday through 11:59 pm Sunday) will receive four (4) hours of On-Call Pay per day at the employee's regular rate of pay.
10. Dispatchers scheduled for Holiday On-Call Duty (from 12:00 am to 11:59 pm on a recognized City Holiday) will receive six (6) hours of On-Call Pay per day at one and one half (1-1/2) times the employee's regular rate of pay.
11. In the event of a Call-Out, the Dispatcher shall be paid for a minimum of two (2) hours of time at the appropriate pay rate or receive equivalent CTO, at the employee's option. Employees working more than two (2) hours shall be paid hour-for-hour of the time worked at appropriate pay rate or receive equivalent CTO, at the Employee's option.
12. In the event a Call-Out occurs which requires the Dispatcher to work any amount of time between 12:00 am and 11:59 pm of a holiday, the Employee shall be paid for a minimum of two (2) hours of time at 1.5 times their hourly rate of pay or receive equivalent CTO, at the Employee's option.

Example: Call-Out begins at 11:30 pm and ends at 1:30 am, Dispatcher receives 2 hours of Call Out pay at 1.5 times their hourly rate.

ARTICLE 7 OVERTIME

The following procedures shall apply to Overtime and Compensatory Time Off (hereinafter "CTO");

1. 5/40 Work Schedule.

For all Employees assigned to a 5/40 work schedule, all work performed in excess of 40.0 hours in a workweek or 8.0 hours in a day, that was approved in advance by the Department Head (except emergency Overtime associated with a Call Out), shall be paid at one and one-half times the Employee's regular pay.

2. Alternative Work Schedules.

Employees on a 4/10 or a 9/80 Alternative Work Schedule shall not be eligible for Overtime until they have worked a full scheduled Workday.

3. Employee-Requested Flextime.

In the event of pre-approved, Employee-requested flextime, Employees shall not be eligible for Overtime until they have worked a full scheduled workweek.

4. Paid Leave Considered Hours Worked.

For purposes of Overtime computation, all paid time including Sick Leave, Vacation Leave, Holiday, and CTO shall be considered hours worked.

ARTICLE 8 COMPENSATORY TIME OFF (CTO)

1. Overtime Credited as CTO.

Except as provided in Section 2 of this Article, Overtime worked may be credited as CTO or be paid as Overtime at the discretion of the Employee. CTO will be credited at a rate of one and one-half times the Overtime hours worked. The maximum accumulation of CTO is as follows:

- A. Under five years of City service: 80.0 hours;
- B. Five to under ten years of City service: 90.0 hours;
- C. Ten to under 15 years of City service: 100.0 hours;
- D. 15 years and over of City service: 120.0 hours;
- E. Any Overtime worked in excess of these limits shall be compensated on a paid basis.

2. Above CTO Limit.

If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40.0 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Upon separation of service, an Employee is entitled to receive the cash value of all accrued CTO.

3. CTO Cash-Out.

Employees are allowed to cash-out a maximum of ~~40.0~~sixty (60) hours of CTO each January. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year January cash-out of accrued CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out.

With the exception of the November election, Employees may not elect cash-out of accrued CTO except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

4. Restoring Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 9 VACATION LEAVE

Use of Vacation Leave requires prior written approval by the Department Head or designee. Employees are encouraged to take vacations lasting at least one week. Vacation Leave may not be granted in excess of the Vacation Leave balance that has been accrued at the time that the Vacation Leave is granted.

1. Vacation Accrual.

Accumulation of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):

- A. For the First Five Years of Service. Employees shall earn and be credited with Vacation Leave at the rate of 80.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.
- B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.
- C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

- D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate 184.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

2. Maximum Accumulation.

Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 years of service with the City may accumulate up to a maximum of 320.0 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, he/she 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 stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation Leave Cash-Out.

Employees may not cash out Vacation Leave except as authorized annually under Eligible ~~p~~Paid ~~L~~eave Cash-Out or upon leaving City Service.

4. Holiday During Vacation.

An Employee will not be charged 8.0 hours of Vacation Leave for a Holiday that occurs during his/her Vacation Leave.

5. Illness During Vacation.

If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.

6. Separation From Service.

Upon separation from service, an Employee is entitled to receive the cash value of all accrued Vacation Leave.

7. Upon Death.

When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

8. Restoring Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from

thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 10 ELIGIBLE PAID LEAVE CASH-OUT

As an alternative to CTO Cash-Out, employees are allowed to elect to cash-out a maximum of ~~40.0~~sixty (60) hours of Eligible Paid Leave in November of the calendar year preceding such 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 Eligible Paid Leave balances. Employees may make an irrevocable request for the upcoming calendar year to cash-out accrued Eligible Paid Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the cash-out. With the exception of the November cash-out election, Employees may not cash out Eligible Paid Leave except upon leaving City Service. No Eligible Paid Leave cash-out will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons. With respect to this Section, Eligible Paid Leave includes CTO, Holiday Leave, and/or Vacation Leave (in that order of usage). Employees may not cash-out both CTO and Eligible Paid Leave in the same year.

ARTICLE 11 UNIFORMS AND UNIFORM ALLOWANCES

Uniform Allowances. Annually the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

Job Class	Total
Senior Public Safety Dispatcher	\$900.00
Public Safety Dispatcher I/II	\$900.00
Community Services Officer I/II	\$900.00

Uniform allowance will be paid on the regular paychecks of pro-rata basis, equally divided across each of the 26 pay checks.

ARTICLE 12 MILEAGE REIMBURSEMENT

Employees are encouraged to use City vehicles when conducting City business. When the use of private vehicles is required and approved by the Employee's Department Head, the City shall provide mileage reimbursement at the mileage rate set each November by the Internal Revenue Service (Publication 917). The new rate shall be effective the following January.

ARTICLE 13 REIMBURSEMENT FOR EDUCATION OR TRAINING

1. Approval.

On the recommendation of a Department Head and the approval of the City Manager, any Employee may embark on an approved course of education to enhance their job skills. A course of study may include courses needed to gain a degree in a job-related field or to improve opportunities for advancement or Promotion with the City of Suisun City. If the Employee's Department Head will not recommend reimbursement for a course of study, the Employee may appeal to the City Manager or designee.

2. Reimbursement.

Employees are eligible for educational reimbursement for approved classes, including tuition and books, which shall not exceed \$1,000 per Employee per year. Upon successful completion of the coursework, the Employee shall submit to the Department Head and HR copies of dated receipts showing education costs (tuition, books, materials, mileage), as well as transcripts, grades or certificates showing successful course completion. If an Employee leaves City service within two 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.

ARTICLE 14 GRIEVANCE PROCEDURE

Rules regarding the Grievance Procedure are set forth in Chapter 11 of the Personnel Rules.

ARTICLE 15 DISCIPLINARY ACTION

1. Rules regarding the Disciplinary Action are set forth in Chapter 12 of the Personnel Rules. Section 12.8.2 of these Rules is hereby replaced with the following:

2. The Hearing Officer may be an arbitrator, a neutral third party, or a mediator. The Hearing Officer shall conduct an advisory review of the facts and issue a written opinion in the matter that is provided to all parties. The selection of an arbitrator, neutral third party, or mediator shall be by mutual agreement of the parties. All direct costs involved with having an arbitrator, neutral third party, or mediator review the matter will be borne equally by the parties involved. However, in the event the disciplinary action is completely reversed, the City shall reimburse the SCPOA for its share of the cost of the arbitrator, third party, or mediator.

3. In the event the parties are unable to agree on an impartial arbitrator, mediator, or third party, the parties will make a joint request for a list of five impartial mediators or arbitrators from the State Mediation and Conciliation Service. When such list is received, the parties shall meet within seven calendar days to select the mediator or arbitrator as follows: the parties shall alternately strike the name of one mediator or arbitrator from the list until the name of one remains. That person shall serve as the mediator or arbitrator. The Party to strike the first name shall be determined by a toss of a coin.

4. The City Manager will review the opinion and either:
 - A. Accept the Recommendation. In the event that the City Manager accepts the recommendation, that decision will be final and not subject to further appeal.
 - B. Refer the Matter to the City Council. In the event that the City Manager rejects the recommendation, the matter shall be referred to the City Council. The Council shall conduct a closed session pursuant to Subsection 12.8.3.

ARTICLE 16 CONTRACTING OUT

In the event that the City decides to outsource work to a private contractor that would result in the displacement of current represented Employees, the City shall include a request in the Request for Proposal (hereinafter "RFP") that prospective contractors include a proposal to hire said Employees in their response to the RFP.

[SIGNATURES ON NEXT PAGE]

AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION
JULY 1, 2023 THROUGH JUNE 30, 2025

**CITY OF SUISUN CITY
REPRESENTATIVES:**

Gregory Folsom, City Manager

Christina Penland, HR Administrator

Kris Lofthus, Deputy City Manager

Colin Tanner, Deputy City Attorney

Approved as to form
Aleshire & Wynder, LLP

Elena Q Gerli, City Attorney

**SCPOA
REPRESENTATIVES:**

Shaun A. Du Fosee, Labor Consultant SCPOA

Eric Vera, SCPOA President

Sigfred Neri, SCPOA Vice President

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AGENDA TRANSMITTAL

MEETING DATE: August 8, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-__: Approving the Memorandum of Understanding (MOU) with the Suisun City Professional Firefighters' Association (SCPFA) and Authorizing the City Manager to execute it on Behalf of the City.

FISCAL IMPACT: The total cost of implementing the financial provisions of the successor MOU for the SCPOA represented employees is approximately \$155,000 - \$161,000 in fiscal year 2023-24, which is fully funded by the General Fund. This cost has been included in the adopted budget for the fiscal year 2023-24.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND:

The current Memorandums of Understanding (the "MOUs") with the City's four bargaining units expired on June 30, 2023. The City's negotiation team and representatives of the Suisun City Professional Firefighters' Association (SCPFA) met repeatedly from March 13, 2023, through August 2, 2023, to come to a tentative agreement on a successor MOU, which has been ratified by the SCPFA membership.

The primary financial terms agreed to are outlined in this staff report, and the successor MOU is presented to City Council for formal adoption and approval.

STAFF REPORT:

The Tentative Agreement provides/eliminates the following financial provisions in the SCPOA MOU 2023-25:

Wages: Provides the following base wage salary adjustments effective 7/7/2023:

Job Class	Proposed Wage Adjustment
	(Rounded 3 decimal points)
Fire Captain	2.176%
Fire Engineer	0.000%

Provides a 2.5% COLA in June of 2025 condition precedent to if the City's actual revenues for fiscal year 2023/24 exceed budgeted revenues by at least 3%.

Provides a total of \$4,000.00 in lump sum retention bonus to Fire Engineer employees in four equal payments of \$1,000.00 in July 2023, January 2024, July 2024 and January 2025.

Provides a total of \$2,000.00 in lump sum retention bonus to Fire Captain employees in two equal

payments of \$1,000.00 in July 2024 and January 2025.

Interim Assignment Pay: Provides 5% for serving in an interim capacity of a higher job classification due to short term absences (open shifts or hours).

Overtime/FLSA Work Period: Converts the current 7-day FLSA work period requiring overtime after 53 hours worked to a 28-day FLSA work period requiring overtime after 212 hours worked.

Accrued Leave Cash Out: Increase annual cash out of compensatory time off and vacation leave from forty (40) hours to fifty-six (56) hours each.

IRC 401(a): Establishes a 401(a) Plan with a five (5) year vesting schedule and City match of \$24.00 per pay period with a maximum City contribution of \$600.00 annually.

Certification and Educational Incentive Pay: Increase Paramedic Incentive Pay from 1.5% to 5% and removes the cap on total incentive pay an employee is eligible to receive during the term of the Pilot Program. The increase in Paramedic Incentive Pay is effective 7/1/2023.

EMT and Paramedic Incentive Pay Pilot Program: Effective 7/1/2023, extends the Pilot Program Pay for EMT and Paramedics through the term of the current contract.

Physical Fitness Program: Converts the physical fitness reimbursement program to an allowance which requires employees establish eligibility annually.

Other: Other provisions of the successor MOU have been updated to clarify ambiguous language, bring language current consistent with City practice, or to eliminate provisions which are no longer relevant.

STAFF RECOMMENDATION: Council Adoption of Resolution No. 2023-__: Approving the Memorandum of Understanding (MOU) with the Suisun City Professional Firefighters' Association (SCPFA) and Authorizing the City Manager to execute it on Behalf of the City.

DOCUMENTS ATTACHED:

1. Council Adoption of Resolution No. 2023-__: Approving the Memorandum of Understanding (MOU) with the Suisun City Professional Firefighters' Association (SCPFA) and Authorizing the City Manager to execute it on Behalf of the City.
 - a. SCPFA MOU 2023-25
2. SCPFA MOU 2023-25 – Tentative Agreement
3. SCPFA MOU 2023-25 – Redline

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

ATTACHMENTS:

1. [Resolution Approving SCPFA MOU 2023-25.pdf](#)
- a. [SCPFA MOU 2023-25.pdf](#)
2. [SCPFA TA MOU 2023-25.pdf](#)

3. SCPFA MOU 2023-25 - Redline.pdf

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RESOLUTION NO. 2023-__

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

WHEREAS, on July 19, 2022 the City Council approved the Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Professional 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, on May 2, 2023, the City Council approved a First Amendment to the SCPFA MOU 2022-23 with the adoption of resolution No. 2023-43; and

WHEREAS, on June 20, 2023, the City Council approved a Second Amendment to the SCPFA MOU 2022-23 with the adoption of resolution No. 2023-70; and

WHEREAS, the SCPFA MOU 2022-23 expired on June 30, 2023; and

WHEREAS, the City and SCPFA's authorized labor representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), government Code Sections 3500-3511, regarding a new Memorandum of Understanding for the period from July 1, 2023 through June 30, 2025 (SCPFA MOU 2023-25), which the Tentative Agreement was ratified by the SCPFA membership and then signed by the City and SCPFA's authorized labor representatives as a joint recommendation to City Council, subject to City Council approval and adoption of the SCPFA MOU 2023-25;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2023-__: Approving the Memorandum of Understanding (MOU) with the Suisun City Professional Firefighters' Association (SCPFA) and Authorizing the City Manager to Execute it on Behalf of the City; and

- 1. THAT Incentive Pay for EMTs and Paramedics under the Education and Incentive Pay and the EMT and Paramedic Pay Pilot Program shall be effective July 1, 2023; and
- 2. THAT the base wage adjustments shall be effective July 7, 2023.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 8th day of August 2023, by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

1 **WITNESS** my hand and the seal of said City this 8th day of August 2023.

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Anita Skinner
City Clerk

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Exhibit A: SCPFA MOU 2023-25

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(IAFF), LOCAL 1186**

**JULY 1, 2023
THROUGH
JUNE 30, 2025**

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**Memorandum of Understanding
Between
The City of Suisun City
And
The Suisun City Professional Firefighters' Association,
International Association of Firefighters (IAFF), Local 1186**

Article 1 Preamble

This Memorandum of Understanding (hereinafter "MOU") is made and entered into between the CITY OF SUISUN CITY, (hereinafter "City"), and the Suisun City Professional Firefighters' Association formally recognized as the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1186 (hereinafter "Union"), a formally Recognized Employee Organization pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*) representing the recently established Fire Unit.

The Parties have met and conferred in good faith through their designated representatives concerning those matters set forth in Government Code Section 3504 and have reached agreement thereon as set forth in this MOU. The Parties agree that this MOU shall be submitted to the City Council of the City of Suisun City with the joint recommendation of the designated representatives of the Parties that the City Council approve the MOU and take any additional action as may be necessary to implement its provisions.

Article 2 Recognition

1. Job Classes Represented.

The City recognizes the Union as the exclusive representative for the Fire Unit consisting of the following represented Job Classes:

Fire Engineer
Fire Captain

2. Temporary/Limited-Service Positions/Classifications.

It is agreed that Temporary Employees, Part-Time Employees, Emergency Employees, Volunteer Employees, and contractors are not governed by this MOU and are not represented by the Union. Employees who work less than full time are not represented by the Union. If an employee who had occupied a Temporary, Provisional, or grant-funded Position/Classification is subsequently hired into the same job class as a Union represented Regular Employee, they shall be placed in the step level nearest to but not lower than their last Pay Rate as a Temporary, Provisional, or grant-funded Employee.

3. Licenses and Certifications.

The parties agree that positions requiring a license or certification must maintain a valid license or certification as required for their position, as a condition of employment. Effective July 1, 2023, all current employees holding a paramedic license, and future employees who obtain a paramedic license, shall be required to maintain possession of their paramedic license as a condition of employment. Paramedics are responsible for providing the City with all necessary documentation to verify licensing, accreditation and continuing education requirements are being met in accordance with Solano County EMS Agency requirements.

Article 3 City Rights

1. Except as limited by the specific and express terms of this MOU, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California, the Suisun City Code, and/or the laws and Constitution of the United States of America.

2. Regardless of any provision contained in this MOU or which may be inferred from this MOU, the City shall retain and shall have the right to exercise the following exclusive rights which include, but are not limited to, the following:

- A. The right to hire and fire.
- B. The right to determine the mission of its constituent departments, divisions, commissions, and boards.
- C. The right to set standards of service and municipal fees and charges.
- D. The right to determine the procedures and standards of selection for employment, assignment, transfer, and promotion of applicants and Employees, provided in the case of Employees that the exercise of such right shall not infringe on any rights that Employees have under this MOU.
- E. The right to direct its Employees.
- F. The right to discharge or suspend Employees for just cause and take other disciplinary actions against its Employees as set forth herein.
- G. The right to relieve its Employees from duty because of lack of work or other legitimate reasons.
- H. The right to maintain the efficiency of governmental operations.
- I. The right to determine the methods, means, and staffing to conduct governmental operations.
- J. The right to determine and re-determine job content and job classifications.
- K. The right to contract out any work which is now being performed by Employees of the City or which shall be performed in the future by Employees of the City, provided this only occurs in those situations where the tasks cannot be accomplished by current Union members as efficiently, economically, and expediently as can be achieved by such contracting out, provided that the City shall make every reasonable effort to place Employees displaced by such contracting out in other City service requiring similar skills as the work performed by

the Employee when displaced by the contracting out and which requires minimal training to afford the Employee opportunity to adequately perform the new position.

- L. The right to take all necessary actions to carry out the mission of the City, its constituent departments, divisions, or commissions and boards in cases of emergencies.
- M. The right to exercise complete control and discretion over its organization and the technology of performing its work.

Article 4 Employee Rights

Subject to the provisions of the City's Employer-Employee Relations Resolution No. 74-33 ("EERR") and any ensuing successor EERR resolutions, Employees of the City shall have the right to form, join, and participate in the activities of a Recognized Employee Organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of Recognized Employee Organizations.

Article 5 Personnel Rules and Regulations

Administrative Directive - AD 7, the City's Personnel Rules and Regulations (hereinafter "Personnel Rules"), was approved by City Council Resolution No. 2011-52 on June 7, 2011. Except as may be provided in this MOU, the applicable sections of the Personnel Rules, as may be amended from time to time, shall apply to the Employees represented by the Union. Prior to amending Resolution No. 2011-52 regarding wages, hours, or other terms and conditions of employment, the Parties shall first meet and confer on the modifications as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*). Unless otherwise provided in this MOU, the definitions of terms used in this MOU shall be the definitions provided in Chapter 2 of the Personnel Rules.

Article 6 No Discrimination

It is agreed that neither the Union, nor the City shall discriminate against any Employee because of race, national origin, gender, Union membership, protected concerted Union activity, or refusal to join the Union.

For an employer, because of the 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 of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.

For a labor organization, because of the 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

of any person, to exclude, expel, or restrict from its membership the person, or to provide only second-class or segregated membership or to discriminate against any person because of the 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 of the person in the level of representation provided to that individual, the ability to run for an office in the Union or to discriminate in any way against any of its members.

Article 7 Union Access

1. Union Business.

All Union business will be conducted by Employees and Union representatives outside of established working hours. Nothing herein shall be construed to prevent a Union representative or an Employee from contacting the City Manager or other management representatives regarding personnel-related matters during working hours.

2. Work Locations.

The authorized Union Representative, if any, shall be given access to the Fire Station during working hours, provided that prior to visiting the Fire Station, the Union Representative notifies the Fire Chief.

3. Union Bulletin Board.

The City agrees to provide space for one bulletin board to be provided by the Union at the Fire Station for the announcement of Union meetings, election of Union officers and any other material related to the official business of the Union. All material shall clearly state that it is prepared and authorized by the Union. The Union agrees that notices posted shall not contain any material which may reasonably be construed as maligning the City or its representatives, detrimental to the labor-management relationship nor of a political or controversial nature.

4. Shop Stewards.

In addition to the Union president, one steward shall be appointed by the Union as alternate representative to assist in resolving workplace issues and other representational duties including but not limited to Grievances.

5. Release Time.

The City may grant a total of 16 hours of paid time for the Union president and one steward to attend training scheduled during the Employee's normal working hours. Those hours may be split among the two Union officials at the Union's discretion. The Union will be responsible for overseeing the time used and calculating the time remaining. The Union must notify the City Manager or designee with each approved time off request. The Union president shall submit written requests for release time to the Employee's immediate supervisor. The supervisor's decision to approve will be based on the operational needs of the City. The Employee and the Union president will certify the Employee's attendance. Unused training hours may accrue to a maximum of 32 hours.

6. Union Business Leave.

The City and SCPFA agree the Union may secure donation of vacation or CTO accrual hours from represented members to fund the union leadership's participation or attendance in functions for official union business. The donated hours will be converted to the hourly equivalent of the employee receiving the hours. The City agrees to work with the Union on establishing a form to be used for this purpose. The Union will be responsible for securing the donations, which must be documented in writing on the appropriate form, and submitted to the Finance Department for payroll processing during the payroll period in which the donated hours will be used. Both the employee donating the hours and the employee receiving the hours must sign the form.

For example. Employee A earns \$10.00 per hour and donates ten (10) hours to Employee B to use for Union Business. Employee B earns \$20.00 per hour. The hours donated by Employee A will be converted to the hourly equivalent for Employee B, resulting in five (5) hours of donated leave.

7. Labor/Management Committee.

The City and the Union agree to set up a Labor / Management Committee to encourage open communication, to promote harmonious relations, and to resolve matters of mutual concern. The Committee will meet quarterly or as mutually agreed to by the parties. The Committee will be composed of one representative from the City, one representative from the Union, and the Union Business Agent, if any. The meetings are informal and are not intended to be for discussion of issues handled under other provisions herein such as grievances, disciplinary actions, or negotiations.

8. Employee Orientation & Contact Information.

All Employees will receive a New Employee Orientation within their first five (5) regular Workdays of employment with the City. The New Employee Orientation will be presented by Human Resources Division staff members at a time and place determined by the City. The purpose of the orientation is to review and complete required payroll, insurance, benefits, and similar required documentation; to train the Employee regarding City and/or Departmental policies, procedures, and specific requirements of the position; and to provide other necessary information. At no time during the orientation shall a City or Union representative provide derogatory information or advocacy about the other.

- A. The City will provide the Union notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.
- B. One (1) Union representative, officer, steward, or member will be provided an opportunity for a sixty (60) minute private session with the new Employee during the New Employee Orientation. The Union may provide written information to be included with the orientation materials, in lieu of such a private session. Two (2) business days prior to the New Employee Orientation, the Union will provide to Human Resources the name and the contact information of its participating representative. The City and the Union will mutually agree to a suitable time during the New Employee Orientation for The Union's private meeting

with the new Employee. Such private meeting will occur at the same location as the New Employee Orientation.

- C. Within 30 days of hire, and annually thereafter, the City will provide the Union with Employee contact information in electronic format as required by State law for all represented Employees.
- D. The Union will provide the City a minimum of thirty days' notice of any change in the amount of membership dues to be deducted.
- E. The City will not provide the Union with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information (except, with respect to personal email addresses, as may be necessary to comply with the California Public Records Act).

9. Dues Deduction.

The Union may request that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Union, from the wages and salaries of Union members. The Union hereby certifies that the Union has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Accordingly, Union membership dues shall be deducted over 24 pay periods in accordance with the City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Union. Such deduction shall be made only when the Union member's earnings for the subject pay period are sufficient after other legally required deductions are made.

- A. Remittance of the aggregate amount of all such monies shall be made by the City to the Union at the conclusion of each payroll period in which said dues were deducted. Any changes in Union dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.
- B. The Union shall have a duty to defend and shall indemnify and hold harmless the City against any liability arising from a claim, demand, or other action relating to any The Union requested deduction, or any provision or obligation set forth in this Article. The City reserves the right to select its own counsel for its defense hereunder at the Union's expense.

Article 8 Compensation

1. Salaries.

- A. Effective the first pay period following 7/1/2023, the base wage rates set forth in the Citywide Salary Schedule shall be adjusted as follows:

Job Class	Monthly Salary Prior to Base Wage Adjustment Eff. 5/12/23	Base Wage Increase Eff. 5/26/23	Approx. % of Base Wage Increase Eff. 5/12/23	Approx. Monthly Salary Eff. 5/12/23	Proposed Wage Adjustment (Rounded 3 decimal points)	Approx New Monthly Top Step	Approx Total % Change
Fire Captain	\$8,738	\$6/hour	17.1%	\$10,233	2.176%	\$10,455	19.7%
Fire Engineer	\$8,010	\$6/hour	18.7%	\$9,505	0.000%	\$9,505	18.7%

- B. Fire Engineers: The base wage increase provided to the Fire Engineer employees' position within the range decreased the differential between steps to less than 5% as identified in the new alpha numerical salary range established for this classification.
- C. Fire Engineers: New hires starting May 12, 2023, in the Fire Engineer classification 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.
- D. Fire Captains: The base wage increases provided effective 5/12/2023 to the employee's position within the range decreased the differential between steps to less than 5% as was identified by the alpha numerical salary ranges established for the Fire Captain classification. The alpha salary range will be eliminated once the proposed base wage adjustments for the successor MOU are implemented. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range assigned to their classification and will advance one pay step to avoid a negative salary adjustment as a result of implementing this provision. This shall not affect the incumbent's anniversary dates; however, employees who receive an accelerated step increase will then be eligible to advance to the next pay step on their anniversary date in 2024. Nothing herein requires the City to maintain the 5% differential between steps.
- E. Effective the last full pay period of June 2025, represented employees shall receive a two-point five (2.5%) percent Cost of Living Adjustment (COLA), condition precedent on if the City's actual revenue for Fiscal Year 2023/24 exceed budgeted revenues for Fiscal Year 2023/24 by at least three (3%) percent.
- F. Fire Engineers: Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following

7/1/2023, whichever is later, the current incumbent Fire Engineers shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).

- G. Fire Engineers: Effective the first full pay period of January 2024, current incumbent Fire Engineer employees, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).
- H. Effective the first full pay period of July 2024, current incumbent represented employees, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).
- I. Effective the first full pay period of January 2025, current incumbent represented employees, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).

2. Citywide Salary Schedule.

The City will provide hourly compensation at the same monthly rate as contained in the Citywide Salary Schedule. Hourly rates will be calculated to reflect Alternative Work Schedule described herein.

3. Acting Pay.

Employees covered by this MOU shall receive Acting Pay under the following conditions:

- A. Employees must qualify to receive Acting Pay when assigned to act in a higher job class and to perform substantially the full range of duties and responsibilities of the higher job class for a minimum period of two weeks. Acting Assignments are typically long-term assignments resulting from a vacancy in the higher job classification that may occur through separation, extended vacation, or a long-term leave of absence.
- B. Employees who are assigned to act in a higher job class will receive Acting Pay in an amount of five (5%) percent of their current salary whenever they are assigned to act in the higher job class for a minimum of two consecutive weeks, retroactive to the first day of the assignment, while performing substantially the full range of duties and responsibilities of the higher job class.
- C. To receive Acting Pay, there must exist a budgeted position, the assignment must be made in writing, employees must meet the minimum qualifications of the higher job class, and employees may not refuse to perform any duty or responsibility of the higher job class.
- D. Acting Pay shall not be applied to a request to cash-out any form of paid leave, or payment for accrued and unused paid leave hours at time of separation.

4. Interim Assignment Pay.

Employees who are not receiving any other Acting or Assignment Pay shall receive Interim Assignment Pay (hereinafter "IA Pay") while they are serving in an interim capacity of a higher job classification due to short term absences (open shifts or hours), IA Pay shall be provided as

assigned on an hour-for-hour basis. IA Pay shall be calculated as an hourly rate equivalent to five percent (5%) of the employee's base hourly rate of pay. Employees must meet department standards and requirements to be eligible for an Interim Assignment, as established in the Fire Department's policy. Time spent in on the job training to qualify for interim assignments shall not be compensated at the IA rate of pay.

5. Longevity Pay.

Upon the completion of five (5) years of continuous full-time service, represented employees shall be entitled to a 3.0 percent increase in compensation; employees who complete ten (10) years of continuous full-time service shall be entitled to an additional 3.0 percent increase in compensation (for a total of 6.0 percent).

6. Bilingual Pay.

A represented employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City (based on the recommendation of the Fire Chief), shall be paid \$46.15 per pay period upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. To become certified, an employee must achieve a score of at least 9 on a scale of 12. A certified employee shall request Bilingual Incentive Pay on a form approved by the City Manager. Employees shall be recertified at least once every two years.

Article 9 Hours of Work

1. Attendance.

Employees shall be in attendance at their workstation in accordance with departmental schedules unless on approved leave.

2. Work Schedule.

Fire Captains and Fire Engineers will be assigned to a 48/96 work schedule consisting of 24-hour workdays to comprise a workweek on average of 56-hours, with two days on and four days off (XXOOOO where X = workday and O = day off), as determined by the Fire Chief.

3. Overtime Pay.

For the purpose of overtime and minimum time calculations as required by the federal Fair Labor Standards Act ("FLSA"), an employee may not be paid twice for the same time period. If time periods overlap, then the time shall be calculated as a continuous work period.

- A. Employees assigned to a 48/96 work schedule consisting of an average 56-hour workweek receive overtime pay for each hour of work required in excess of the first 53 hours scheduled per workweek, consistent with a 7-day work period, as defined by the FLSA 7K exemption.
- B. The parties agree to a 28-day FLSA work period with overtime to be paid for hours worked in excess of two hundred and twelve (212) hours in the work period, consistent with FLSA

7K exemption. The City shall provide 30-days advance notice regarding implementation of the 28-day work period, with no further meet and confer required.

- C. The City will comply with FLSA premium pay reporting as required.
- D. For purposes of Overtime computation, all paid time, including Sick Leave, Vacation Leave, and Compensatory Time Off (the "CTO"), shall be considered hours worked.
- E. All overtime hours must be approved in advance by the Fire Chief or his/her designee; provided, however, that when emergency conditions exist, the Fire Chief or his/her designee may approve exceptions to this procedure.

4. Overtime Credited as CTO.

Except as provided in Section 4.C below, overtime worked may be credited as Compensatory Time Off ("CTO") or be paid as overtime at the discretion of the Employee. CTO will be credited at a rate of one and one-half times the overtime hours worked. The maximum accumulation of CTO is as follows:

- A. First 10 years of City service: 160.0 hours;
- B. Over 10 years of City service: 200.0 hours;
- C. Any Overtime worked in excess of these limits shall be compensated on a paid basis.

5. Above CTO Limit.

If an Employee is at or above the CTO accumulation limit, then they will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO accumulation balance has been reduced by 40.0 hours below the accumulation limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Upon separation of service, an Employee is entitled to receive the cash value of all accumulated CTO.

6. CTO Cash-Out.

Employees are allowed to cash out a maximum CTO amount as accumulated by January of each year (1-10 years of service to Suisun City: fifty-six (56) hours; 10 years and above: seventy (70) hours). The Finance Department will send out a request form in November of the preceding year that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. With the exception of the January cash-out, Employees may not cash out CTO except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

7. Restoring Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be restored effective October 1, 2023. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The parties agree that employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their leave accruals below the contractual

leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after October 1, 2023, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the ninety (90) day period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

8. Call Back.

All hours worked when called back to work will be paid at the Overtime rate. An employee will be paid a minimum of two (2) hours of Call Back Pay. Call Back Pay will commence when the employee departs to the requested work location.

9. Paid Leave.

All paid leave (Sick Leave, Vacation Leave, and CTO) shall be charged to the Employee's paid leave balance(s) for all hours not worked up to the scheduled hours for that day(s). For example, if an Employee is off sick on a 24.0-hour day that Employee's Sick Leave balance would be reduced by 24.0 hours for that absence.

Article 10 Vacation Leave

Use of Vacation Leave requires prior written approval by the Department Head or their designee. Employees are encouraged to take vacations lasting at least one week. Vacation Leave may not be granted in excess of the Vacation Leave balance that has been accrued at the time that the Vacation Leave is granted.

1. Vacation Accrual.

Accrual of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):

- A. For the First Five Years of Service: Employees shall earn and be credited with Vacation Leave at the rate of 112.0 hours per year for those working a 56 hour per week schedule.
- B. Commencing at the start of the Six Year: Employees shall earn and be credited with Vacation Leave at the rate of 168.0 hours per year for those working a 56 hour per week schedule.
- C. Commencing at the start of the Eleventh Year: Employees shall earn and be credited with Vacation Leave at the rate of 224.0 hours per year for those working a 56 hour per week schedule.
- D. Commencing at the start of the Sixteenth Year: Employees shall earn and be credited with Vacation Leave at the rate of 257.6 hours per year for those working a 56 per week schedule.

2. Maximum Accumulation.

Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 years of service with the City may accumulate up to a maximum of 320.0 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 stopping the accumulation/accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation Cash-Out.

Employees may Cash-out a maximum of fifty-six (56) hours of Vacation Leave in January of each year as long as there remains a minimum of eight (8) hours in the employee's Vacation Leave balance after cash-out. The Finance Department will send out a request form, in November of the preceding calendar year, that includes written verification of each employee's current Vacation Leave balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Vacation Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form. With the exception of the January cash-out, Employees may not cash-out Vacation Leave except upon leaving City Service. No Vacation cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

4. Restoring Leave Caps.

The parties agree that the previously contractually agreed upon leave caps shall be restored effective October 1, 2023. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The parties agree that employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap on or after October 1, 2023, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the ninety (90) day period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

5. Illness During Vacation.

If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.

6. Separation from Service.

Upon separation from service, an Employee is entitled to receive the cash value of all accrued Vacation Leave.

7. Upon Death.

When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

Article 11 Municipal Holidays

1. Recognized Holidays.

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 Day.

The fourth day of July, Independence Day.

The first Monday in September, Labor Day.

The second Monday in October, Columbus Day.

The eleventh day of November, Veteran's Day.

The fourth Thursday in November, Thanksgiving Day.

The fourth Friday in November, the day after Thanksgiving Day.

The twenty-fifth day of December, Christmas Day.

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 the meet and confer process.

2. Working On Holidays.

Fire Unit Employees are required to work when scheduled on a Holiday as a matter of health and safety of the community.

3. Holiday Routine.

Employees will not be required to engage in training drills on the recognized City holidays identified in Section 1. All other daily functions including, but not limited to, emergency response, emergency preparedness, maintenance and upkeep of facilities and equipment, related administrative work, public education and participation in community events will continue as usual on the recognized City holidays identified in Section 1.

4. Holiday Pay.

- A. Prior to July 1, 2022, the City paid Fire Unit Employees scheduled to work on a holiday with five (5) days' notice an overtime rate of one and one half (1.5) times the Employee's regular rate of pay for each hour worked. Employees scheduled with less than five (5)

days' notice were paid an overtime rate of two (2) times the Employee's regular rate of pay for each hour worked.

- B. Effective July 1, 2022, the City shall no longer provide any special pay for employees working a holiday, but rather all employees shall receive 2.0% of base salary paid as holiday compensation in lieu of observing time off on a holiday. Holiday compensation will be paid on a biweekly basis.
- 5. Section 8.6 of the Personnel Rules shall not apply.

Article 12 Retirement Benefits

The Public Employees' Pension Reform Act of 2013 ("PEPRA") provides that all Employees who are currently participating in a CalPERS retirement plan, or those who have had a break in service that does not exceed six months, shall be considered "Classic" Employees. All "new" Employees as defined by CalPERS, hired after January 1, 2013, who do not meet this criteria shall be considered PEPRA "New Employees."

1. Classic Safety Fire Employee Benefits.

Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 CalPERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Safety Fire Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. The salaries for Employees covered under the Safety Fire CalPERS Plan have been increased by 5.0 percent in lieu of the City's provision of 2.0 percent at 50 Safety Fire Retirement Plan. Effective October 1, 2021, all Fire Safety employees covered by this MOU received an increase to their base hourly rate of 7.5 percent in exchange for the Classic Safety Fire Employees paying the full Employee contribution.

2. PEPRA New Safety Fire Employee Benefits.

The City agrees to provide 2.0% at 57 CalPERS PEPRA Plan for New 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 Employer Paid Member Contribution ("EPMC") is allowed. Should any provision in this MOU be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

3. Sick Leave Conversion.

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

Article 13 Medical and Dental Insurance

1. Core Flex Plan.

The City will contribute up to the equivalent of the Kaiser Permanente Region 1 Premium for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost. Should the health plan premium cost, selected by the employee, be less than the Kaiser

Permanente Region 1 premium, the City shall pay no more than the full cost of the Kaiser Permanente rate, with the difference between the cost of the selected health plan premium and the maximum provided by the city eligible to be applied toward the cost of vision and dental premiums.

2. Flexible Benefit Options.

The City agrees to provide five hundred dollars (\$500.00) per month (employee only) and seven hundred dollars (\$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 and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during each Open Enrollment Period established by the City.

3. Restrictions.

An 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 or enrollment in a Dental and/or Vision Plan.

4. Medical Insurance Benefits after Death While on Duty.

Should a Fire Safety member of this Union lose their life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member's immediate dependent family, for those members enrolled in the City's health plan. Said payments will continue for a period of up to three years, providing the City's insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City's medical plan at its own cost after the three years has elapsed, providing that the plan allows for continued participation.

5. Sick Leave Conversion to Fund Medical Premiums.

Upon normal retirement from the City by a Fire Safety member of this Union, 25.0 percent of an Employee's Sick Leave balance may be converted to a cash equivalent and used to fund medical premiums. This conversion will be deducted from the amount of unused sick leave reported for CalPERS credit pursuant to Government Code Section 20965.

Article 14 Life Insurance, Deferred Compensation and IRC 401 (a) Plan

1. Life Insurance.

The City agrees to provide a \$200,000 term and accidental death and dismemberment insurance policy for each represented Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.

2. Deferred Compensation Plan.

The City agrees to provide a Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to 4% of the employee's base salary or \$118.00 (per pay period), whichever is greater. The City's match will be contributed to participating Employees on a pay-period basis.

3. IRC 401(a) Plan.

During fiscal year 2023-24, the City agrees to provide a 401(a) Plan to bargaining unit employees. The City will match the Employee's contribution, dollar for dollar, up to twenty-four dollars (\$24.00) per pay period, with a maximum of six hundred dollars (\$600.00) annually. The established plan will have a vesting schedule of five (5) years. After the completion of five (5) years of continuous City service under the plan, employees will be one hundred percent (100%) vested.

Article 15 Supplemental Insurance

The City has contracted with Colonial for voluntary supplemental insurance benefits which may be paid through City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best interest of the City.

Article 16 Workers' Compensation

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

Article 17 State Disability Insurance

1. State Disability Insurance.

The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for employees represented by the Union.

2. Payment of SDI Premiums.

SDI premiums shall be paid in full by the City on behalf of all participating Employees.

Article 18 Payroll Status

1. Payroll Status.

Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:

- A. Working Full-Time.
- B. Working Part-Time, at least a forty-two (42) hours or greater workweek.
- C. Working on a restricted or limited duty basis.
- D. Off work due to an injury or illness covered under Workers' Compensation.

- E. Off work due to an injury or illness covered under State Disability Insurance.
- F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).
- G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).
- H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).

2. Continuation of City-Paid Insurance Premiums.

The City shall continue to contribute the City's share of the health and life insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as they are in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as they are using accrued Sick Leave, Vacation Leave, and/or CTO in conjunction with Workers' Comp/SDI benefits to create the equivalent of at least a forty-two (42) hour or greater workweek.

3. Non-Payroll Status.

- A. Any Employee off work on SDI who has exhausted their benefits under FMLA, CFRA, or PDL, and who has insufficient accrued paid leave balances to create the equivalent of at least a forty-two (42) hour or greater workweek, exclusive of Overtime, shall be considered to be in a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave (Vacation and Sick), and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf. The City will continue to contribute life insurance premiums for employees in a non-payroll status.
- B. An Employee off work on Workers' Compensation, and who has insufficient accrued paid leave balances to create the equivalent of at least a forty-two (42) hour or greater workweek, exclusive of Overtime, shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation and Sick); however, the City will continue to contribute the City's share of health insurance premiums on the Employee's behalf for a period of no more than 12 months from the date of injury. The City will continue to contribute life insurance premiums for employees in a non-payroll status.
- C. Employees contributing to the 457 Deferred Compensation plan, and who are off work on Workers' Compensation/SDI, will have all contributions to the deferred compensation plan stopped during the time on leave unless they are integrating sufficient accrued paid leave to cover the full amount of the requested deferred compensation plan contribution. Workers' Compensation/SDI benefits are non-taxable benefits, therefore shall not be used toward 457 plan contributions.

Article 19 Workers' Compensation/SDI Medical Leave

1. Employee Options Regarding SDI Medical Leave.

There are three options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows:

- A. Option 1: Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, and/or Compensatory Time Off.
- B. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, and/or Compensatory Time Off, in this order, unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on their Request for Leave (RFL) whether the Employee is integrating Sick Leave, and other leave accruals, with SDI benefits.
- C. Option 3: Employees who apply for disability insurance, may provide the City with the supplemental benefits received by SDI, to be credited to a disability leave accrual account, which the City will then reissue to employees through payroll, enabling employees to remain on payroll status so long as they integrate accrued leave to create at least a forty-two (42) hour or greater workweek, exclusive of Overtime.
- D. The amount of supplement for any hour of any normal Workday shall not exceed the difference between one hundred percent (100%) of the Employee's normal gross salary rate and the "weekly benefit amount."

2. Medical Leave While on Workers' Comp/SDI.

Employees who are off work on medical leave covered under Workers' Comp or SDI may supplement their insurance coverage benefits to ensure that they receive up to one hundred percent (100%) percent of their normal pay.

3. How a Supplement is Treated.

The Employee shall receive up to one hundred percent (100%) of their gross salary rate, including any regular hours worked and leave accruals to cover time off (Sick leave, Vacation, and/or CTO) until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive up to one hundred percent (100%) of Employee's gross salary rate when combining the supplemental amount provided by Workers' Comp/SDI with integrated leave.

4. Paid Leave Accrual.

An Employee shall earn Sick Leave and Vacation Leave benefits during any full bi-weekly pay period in which the Employee receives Workers' Comp/SDI benefits and is on Payroll Status. Furthermore, an Employee shall receive service credit including for seniority and merit step

increases during such a period, as long as the Employee is in a Payroll Status with the City. Retirement service credit is determined by CalPERS.

5. Leave of Absence While on SDI.

An Employee who is receiving SDI benefits while absent from work, but who is in a Non-Payroll Status with the City is entitled to a leave of absence under Section 10.2 of the Personnel Rules subject to the requirements of that Section.

Article 20 Sick Leave

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a protected leave status shall be required to use available accrued paid leave prior to using leave without pay.

Article 21 Leave of Absence Due to Injury Incurred While on Duty

1. The City shall comply with applicable federal and state laws governing work-related injuries, leaves, and compensation.
2. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.
3. The City shall coordinate accrued Sick Leave with Workers' Compensation benefits.
4. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, and/or Compensatory 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.

Article 22 Light Duty

1. Any Employee who previously has been off duty due to industrial injury or illness or other medical reason and who has been medically released by a doctor to return to work with restrictions may be assigned to light duty. Assignment to light duty will be based on the City's ability to accommodate the work restrictions.
2. Light duty will not be approved unless there is work available which may be performed within the limitations and/or restrictions of the affected Employee.

Article 23 Uniforms and Uniform Allowances

1. Uniform Allowances.

The City shall pay Fire Unit employees required to wear uniforms in the performance of their duties an annual uniform allowance of \$1300. Uniform allowance will be paid on the regular paychecks of a pro-rata basis, equally divided across each of the 26 paychecks.

2. Uniforms.

During the term of this MOU, the City shall continue to supply the required uniform components as determined by the Fire Chief in a written departmental policy.

Article 24 Reimbursement for Education or Training

1. Approval.

On the recommendation of a Department Head and the approval of the City Manager, any Employee may embark on an approved course of education to enhance their job skills. A course of study may include courses needed to gain a degree in a job-related field or to improve opportunities for advancement or promotion with the City of Suisun City. If the Employee's Department Head will not recommend reimbursement for a course of study, the Employee may appeal to the City Manager or designee, whose decision shall be final. Department-mandated job-related training is separate from voluntary education and is provided on-duty and is determined based on the needs of the department. Employees seeking physical fitness program allowance will reduce the amount of education reimbursement they are eligible to receive by an amount equal to the reimbursement received under the physical fitness program.

2. Reimbursement.

Employees are eligible for educational reimbursement for approved classes, including tuition and books, which shall not exceed \$1,500 per Employee per year. Courses require pre-approval, prior to the date of enrollment in the course, to ensure the expense is eligible under the MOU. Upon successful completion of the coursework, the Employee shall submit to the Department Head and HR copies of dated receipts showing education costs (tuition, books, materials, mileage), as well as transcripts, grades or certificates showing successful course completion. If an Employee leaves City service within two 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.

3. Certification and Educational Incentive Pay.

In order to encourage employees to provide optimum service to the public, employees may receive up to 5% incentive added to their base rate for a certification or relevant advanced education degree. A certification or advanced degree required for the position is not eligible for this incentive pay. To receive certification or education incentive pay, proof of completion must be submitted to the City Manager. During the EMT and Paramedic Incentive Pay Pilot Program, employees participating in the Pilot Program will not be limited to the 5% of incentive pay discussed herein. The following list is eligible for incentive pay at the assigned incentive rate:

- A. Advanced degree beyond current requirement for job (AA, BA/BS, Masters) = 3%
- B. Chief Officer (FIRE) = 1.5%
- C. Paramedic 5%

4. EMT and Paramedic Incentive Pay Pilot Program.

Effective 7/1/2023, as a pilot program, Fire Engineers and Fire Captains will receive incentive pay of 2% of their base salary for maintaining their EMT Certification as required for their positions. EMTs may not receive more than 6.5% total Incentive Pay when combined with the Certification and Educational Incentive Pay. Fire Engineers and Fire Captains who maintain their Paramedic Certification will receive an additional incentive pay of 5% of their base salary (for a total of 10%). Employees receiving Paramedic Incentive Pay are not eligible to receive EMT Incentive Pay. Paramedics may not receive more than 14.5% total Incentive Pay when combined with the Certification and Educational Incentive Pay. This Incentive Pay will cease / sunset June 30, 2025, at midnight.

Article 25 Physical Fitness Program

Upon approval of the Fire Chief, Employees may receive an annual allowance of up to \$250 of the employee education reimbursement, to be used toward fifty percent (50%) of the actual cost of health club membership or other approved physical fitness training. The Physical Fitness allowance will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the 26 pay checks. Employees must opt into the Physical Fitness Program annually, during the month of June for the following fiscal year. Employees will be required to submit verification of membership at a health club or in another physical fitness training program and must maintain membership throughout the year to continue receiving this allowance. Employees must immediately report termination of their health club or physical fitness program membership to avoid overpayment of this allowance. This allowance may only be used for club dues or other approved physical fitness training regimen and may not be used to purchase home gym equipment.

Article 26 Probationary Period

Rules regarding Probationary Period are set forth in Section 7.5 of the Personnel Rules. These rules are amended to include the following provision:

All newly appointed Fire Engineers and Fire Captains shall serve a probationary period of 12 months.

Article 27 Performance Evaluations

1. Annual Performance Evaluation.

Every represented Regular Employee shall receive a performance evaluation by their immediate supervisor at least annually. The annual review will normally occur within 30 days of the Employee's Anniversary Date, unless an alternate schedule is approved by the City Manager.

2. Purpose.

The purpose of the Annual Performance Evaluation is to promote the successful performance of all City Employees through a process that provides feedback on past performance and directs future performance by identifying performance goals and objectives.

3. Procedure.

The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.

4. Merit Increases.

In order to advance to a Pay Rate in the Pay Range, the evaluation must demonstrate that the advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and Department Heads in determining whether merit advancements have been earned and should be recommended to the City Manager. Department Heads shall have the authority and responsibility to withhold or delay merit advancements if such advancement is not merited.

Article 28 Disciplinary Action

Rules regarding Disciplinary Action are set forth in Chapter 12 of the Personnel Rules. The City recognizes the Firefighter Bill of Rights, Government Code Section 3250 through 3262.

Article 29 Grievance Procedure

Rules regarding the Grievance Procedure are set forth in Chapter 11 of the Personnel Rules.

Article 30 Contracting Out

In the event that the City decides to outsource work to a private contractor that would result in the displacement of current represented Employees, the City shall include a request in the Request for Proposal (hereinafter "RFP") that prospective contractors include a proposal to hire said Employees in their response to the RFP.

Article 31 Employee Assistance Program

The City will continue to provide an Employee Assistance Program (EAP). The program will include at a minimum but not limited to, five personal counseling sessions, counselors located within a reasonable commute distance, substance abuse counseling, availability of emergency visits, and workplace crisis response. Employees will be provided with a brochure outlining the benefits of the program.

Article 32 General Provisions

1. Severability.

If any provision of this MOU should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this MOU shall not be affected.

2. Full Understanding.

The Parties agree that this MOU sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.

3. No Requirement to Meet and Confer.

Except as otherwise provided in this Article, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this MOU during the term of this MOU.

4. Reopener.

Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this MOU for the following purpose:

- A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the parties do not meet and confer on alternatives.
- B. If any other bargaining group has an employment contract with the City of Suisun City that contains applicable compensation provisions that are more advantageous for the Employees than this MOU, the parties may agree to meet and confer on the modification of this MOU.
- C. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by the Union.
- D. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and
- E. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.
- F. Upon completion of an audit of overtime and wages, the parties agree to reopen to discuss any modifications that may be necessary, which may include but is not limited to the means and method for calculating overtime, including the overtime threshold of 212 hours.
- G. Notwithstanding the provisions of California Government Code section 20516.5, the parties agree that the above-indicated represent the only bases for reopening this MOU during its term.

5. Savings Clause.

In the event that the implementation of any article, section or subsection of this MOU shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the Union shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section or subsection.

6. No Strike/Lockout.

The Union agrees that there will be no strike, work stoppage, slowdown, "sick in", sit down, refusal to perform work, other interference with City operations, picketing, or refusal to enter upon City premises on any account or in connection with any grievance or dispute. The City agrees that it will not engage in any lockouts during the term of this MOU.

7. Successor MOU.

This MOU shall be in full effect from July 1, 2023, through and including June 30, 2025. Either party may serve upon the other its written request to commence negotiations for a successor MOU as early as February 1, 2025. Upon receipt of such written notice, negotiations shall commence no later than thirty (30) days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor MOU consistent with City Council policy direction within the limitations of the City's ability to pay with the intent to be completed no later than June 30, 2025.

8. Distribution of MOU.

Within 10 days of the adoption of this MOU, all covered Employees shall receive a copy of the MOU. The "copy" may be provided in electronic format.

9. Effective Date.

The effective date of this MOU shall be July 1, 2023.

[SIGNATURES ON NEXT PAGE]

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND
THE SUISUN CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL 1186
JULY 1, 2023, THROUGH JUNE 30, 2025**

**CITY OF SUISUN CITY
REPRESENTATIVES:**

Gregory Folsom
City Manager



Christina Penland
Human Resources Administrator



Kris Lofthus
Deputy City Manager



Colin Tanner
Deputy City Attorney

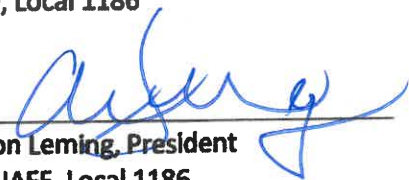
Approved as to form
Aleshire & Wynder, LLP



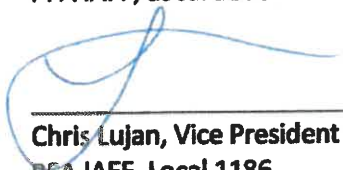
Elena G. Gerli, City Attorney

**SUISUN CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION
IAFF, LOCAL 1186 REPRESENTATIVES:**

Ken Martin, Labor Relations Consultant
IAFF, Local 1186



Aaron Leming, President
PFA IAFF, Local 1186



Chris Lujan, Vice President
PFA IAFF, Local 1186



Jason Brassfield, Negotiations Team Member
PFA IAFF, Local 1186



**TENTATIVE AGREEMENT BETWEEN THE CITY OF SUISUN CITY
AND THE SUISUN CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING**

The current Memorandum of Understanding ("MOU") between the City of Suisun City ("City") and the Suisun City Professional Firefighters' Association ("Union"), covering the period July 1, 2022 through June 30, 2023, and all Amendments thereto, expired by its own terms on June 30, 2023 ("SCPFA MOU 2022-23"). The parties commenced negotiations on March 13, 2023 regarding a successor MOU pursuant to the Meyers-Milias-Brown Act ("MMBA") (Gov't Code Sections 3500 - 3511). The following Tentative Agreement for a successor Memorandum of Understanding between the City and the Union and its deal terms have been ratified by the Union, but remains subject to formal approval/adoption by the City Council per California Government Code Section 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

The deal points for the successor MOU for the Fiscal Years 2023-2025 covering the wages, hours and other terms and conditions of employment are set forth below. All terms and conditions of the prior SCPFA MOU 2022-2023 shall be maintained unless expressly modified or changed herein until the successor MOU is jointly prepared by the parties, ratified by the Union and accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement.

TENTATIVE AGREEMENT DEAL POINTS

Subject	Tentative Agreement
Term	2-year agreement: July 1, 2023 through June 30, 2025
Recognition	New Provision: The parties agree that positions requiring a license or certification must maintain a valid license or certification as required for their position, as a condition of employment. Effective July 1, 2023, all current employees holding a paramedic license, and future employees who obtain a paramedic license, shall be required to maintain possession of their paramedic license as a condition of employment. Paramedics are responsible for providing the City with all necessary documentation to verify licensing, accreditation and continuing education requirements are being met in accordance with Solano County EMS Agency requirements.
Union Access/ Union Business Leave	New Provision: <u>Union Business Leave</u> . The City and SCPFA agree the Union may secure donation of vacation or CTO accrual hours from represented members to fund the union leadership's participation or attendance in functions for official union business. The donated hours will be converted to the hourly equivalent of the employee receiving the hours. The City agrees to work with the Union on establishing a form to be used for this purpose. The Union will be responsible for securing the donations, which must be documented in writing on the appropriate form, and submitted to the Finance Department for payroll processing during the payroll period in which the donated hours will be used. Both the employee donating the hours and the employee receiving the hours must sign the form.



Subject	Tentative Agreement																								
	For example. Employee A earns \$10.00 per hour and donates ten (10) hours to Employee B to use for Union Business. Employee B earns \$20.00 per hour. The hours donated by Employee A will be converted to the hourly equivalent for Employee B, resulting in five (5) hours of donated leave.																								
Union Access/ Union Bulletin Board	New Provision: <u>Union Bulletin Board</u> . The City agrees to provide space for one bulletin board to be provided by the Union at the Fire Station for the announcement of Union meetings, election of Union officers and any other material related to the official business of the Union. All material shall clearly state that it is prepared and authorized by the Union. The Union agrees that notices posted shall not contain any material which may reasonably be construed as maligning the City or its representatives, detrimental to the labor-management relationship nor of a political or controversial nature.																								
Union Access/ New Member Orientation	One (1) Union representative, officer, steward, or member will be provided an opportunity for a <u>sixty (60)</u> 15-60 -minute private session with the new Employee during the New Employee Orientation. The Union may provide written information to be included with the orientation materials, in lieu of such a private session. Two (2) business days prior to the New Employee Orientation, the Union will provide to Human Resources the name and the contact information of its participating representative. The City and the Union will mutually agree to a suitable time during the New Employee Orientation for t <u>The Union's</u> private meeting with the new Employee. Such private meeting will occur at the same location as the New Employee Orientation.																								
Compensation	<u>1. — Salaries. 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:</u>																								
	<u>2. — 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.</u>																								
	<u>3. — Payments will be made on a bi-weekly basis.</u>																								
	<u>4. — 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.</u>																								
	<u>A. Effective the first pay period following 7/1/2023, the base wage rates set forth in the Citywide Salary Schedule shall be adjusted as follows:</u>																								
	<table><tr><th>Job Class</th><th>Monthly Salary Prior to Base Wage Adjustment Eff. 5/12/23</th><th>Base Wage Increase Eff. 5/26/23</th><th>Approx. % of Base Wage Increase Eff. 5/12/23</th><th>Approx. Monthly Salary Eff. 5/12/23</th><th>Proposed Wage Adjustment (Rounded 3 decimal points)</th><th>Approx New Monthly Top Step</th><th>Approx Total % Change</th></tr><tr><td><u>Fire Captain</u></td><td><u>\$8,738</u></td><td><u>\$6/hour</u></td><td><u>17.1%</u></td><td><u>\$10,233</u></td><td><u>2.176%</u></td><td><u>\$10,455</u></td><td><u>19.7%</u></td></tr><tr><td><u>Fire Engineer</u></td><td><u>\$8,010</u></td><td><u>\$6/hour</u></td><td><u>18.7%</u></td><td><u>\$9,505</u></td><td><u>0.000%</u></td><td><u>\$9,505</u></td><td><u>18.7%</u></td></tr></table>	Job Class	Monthly Salary Prior to Base Wage Adjustment Eff. 5/12/23	Base Wage Increase Eff. 5/26/23	Approx. % of Base Wage Increase Eff. 5/12/23	Approx. Monthly Salary Eff. 5/12/23	Proposed Wage Adjustment (Rounded 3 decimal points)	Approx New Monthly Top Step	Approx Total % Change	<u>Fire Captain</u>	<u>\$8,738</u>	<u>\$6/hour</u>	<u>17.1%</u>	<u>\$10,233</u>	<u>2.176%</u>	<u>\$10,455</u>	<u>19.7%</u>	<u>Fire Engineer</u>	<u>\$8,010</u>	<u>\$6/hour</u>	<u>18.7%</u>	<u>\$9,505</u>	<u>0.000%</u>	<u>\$9,505</u>	<u>18.7%</u>
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	<u>A.B. Fire Engineers: ProvidingThe base wage increase provided to the Fire Engineer employees's position within the range will decreased the differential between steps to less than 5% as identified in the new alpha numerical salary ranges established for these-this classifications.</u>																								
	<u>B.C. Fire Engineers: New hires starting May 12, 2023, in these- Fire Engineer 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.</u>																								



Subject	Tentative Agreement
	<p><u>C. Fire Captains: The base wage increases provided effective 5/12/2023 to the employee's position within the range decreased the differential between steps to less than 5% as was identified by the alpha numerical salary ranges established for the Fire Captain classification. The alpha salary range will be eliminated once the proposed base wage adjustments for the successor MOU are implemented. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range assigned to their classification and will advance one pay step to avoid a negative salary adjustment as a result of implementing this provision. This shall not affect the incumbent's anniversary dates; however, employees who receive an accelerated step increase will then be eligible to advance to the next pay step on their anniversary date in 2024. Nothing herein requires the City to maintain the 5% differential between steps.</u></p> <p><u>C.D. Effective the last full pay period of June 2025, represented employees shall receive a two-point five (2.5%) percent Cost of Living Adjustment (COLA), condition precedent on if the City's actual revenue for Fiscal Year 2023/24 exceed budgeted revenues for Fiscal Year 2023/24 by at least three (3%) percent.</u></p> <p><u>C.D. Fire Engineers: Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the current incumbent Fire Engineers shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).</u></p> <p><u>E. Fire Engineers: Effective the first full pay period of January 2024, current incumbent Fire Engineer employees, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).</u></p> <p><u>F. Effective the first full pay period of July 2024, current incumbent represented employees, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).</u></p> <p><u>D.G. Effective the first full pay period of January 2025, current incumbent represented employees, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).</u></p>
Acting Pay	<p>2. <u>Acting Pay.</u> Employees covered by this MOU shall receive Acting Pay under the following conditions:</p> <p>A. Employees must qualify to receive Acting Pay <u>by when assigned to acting in the a</u> higher job class and <u>performing to perform</u> substantially the full range of duties and responsibilities of the higher job class for a <u>minimum</u> period of two weeks. <u>The qualifying period may be satisfied one full workday at a time. Acting Assignments are typically long-term assignments resulting from a vacancy in the higher job classification that may occur through separation, extended vacation, or a long-term leave of absence.</u></p> <p>B. Employees who are <u>certified-assigned</u> to act in a higher job class will receive Acting Pay in an amount of <u>five (5.0%)</u> percent of their current salary whenever they <u>are assigned to</u> act in the higher job class for a minimum of two consecutive weeks, retroactive to the first day of the assignment, while performing substantially the full range of duties and responsibilities of the higher job class.</p>



Subject	Tentative Agreement
	<p>C. To receive Acting Pay, <u>there must exist a budgeted position, the assignment must be made in writing</u>, employees must meet the minimum qualifications of the higher job class, and employees may not refuse to perform any duty or responsibility of the higher job class.</p> <p>D. Acting Pay shall not be applied to a request to cash-out any form of paid leave, or payment for <u>accrued and unused</u> paid leave hours <u>on-the-books</u> at time of separation.</p>
Interim Assignment Pay	<p>New Provision: <u>Interim Assignment Pay</u>. Employees who are not receiving any other Acting or Assignment Pay shall receive Interim Assignment Pay (hereinafter "IA Pay") while they are serving in an interim capacity of a higher job classification due to short term absences (open shifts or hours), IA Pay shall be provided as assigned on an hour-for-hour basis. IA Pay shall be calculated as an hourly rate equivalent to five (5%) percent of the employee's base hourly rate of pay. Employees must meet department standards and requirements to be eligible for an Interim Assignment, as established in the Fire Department's policy. Time spent in on the job training to qualify for interim assignments shall not be compensated at the IA rate of pay.</p>
Hours of Work	<p>3. <u>Overtime Pay</u>. For the purpose of overtime and minimum time calculations as required by the federal Fair Labor Standards Act ("FLSA") , an employee may not be paid twice for the same time period. If time periods overlap, then the time shall be calculated as a continuous work period.</p> <p><u>A. The City agrees to compensate employees scheduled assigned to a 48/96 work schedule consisting of an average 56-hour workweek at a rate of one and one-half times the employees' regular rate of pay, as that phrase is defined in the FLSA (hereinafter "Overtime Rate") receive overtime pay for each hour of work required in excess of the first 53 hours scheduled per workweek, consistent with a 7-day work period, as defined by the FLSA 7K exemption.</u></p> <p><u>A.B. The parties agree to a 28-day FLSA work period with overtime to be paid for hours worked in excess of two hundred and twelve (212) hours in the work period, consistent with FLSA 7K exemption. The City shall provide 30-days advance notice regarding implementation of the 28-day work period, with no further meet and confer required.</u></p> <p><u>B.C. The City will implement reporting of time worked over the FLSA threshold of 53 hours per workweek as premium pay in accordance with California Code of Regulations (CCR), Title 2, Section 571. The City will comply with FLSA premium pay reporting as required.</u></p> <p><u>C. Employees shall be compensated at the applicable Overtime Rate for work assigned in excess of the regularly scheduled workday, rounded to the nearest minute.</u></p> <p>D. For purposes of Overtime computation, all paid time, including Sick Leave, Vacation Leave, and Compensatory Time Off (the "CTO"), shall be considered hours worked.</p> <p>E. All overtime hours must be approved in advance by the Fire Chief or his/her designee; provided, however, that when emergency conditions exist, the Fire Chief or his/her designee may approve exceptions to this procedure.</p>
CTO Cash-Out	<p>6. <u>CTO Cash-Out</u>. Employees are allowed to cash out a maximum CTO amount as accumulated by January of each year (1-10 years of service to Suisun City: <u>40-fifty-six (56)</u> hours; 10 years and above: <u>50-seventy (70)</u> hours). The Finance Department will send out a request form in November of the preceding year that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. With the exception of the January</p>



Subject	Tentative Agreement
	cash-out, Employees may not cash out CTO except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.
Vacation Cash-Out	<u>3. Vacation Cash-Out.</u> Employees may Cash-out a maximum of forty (40) <u>fifty-six (56)</u> hours of Vacation Leave in January of each year as long as there remains a minimum of eight (8) hours in the employee's Vacation Leave balance after cash-out. The Finance Department will send out a request form, in November of the preceding calendar year, that includes written verification of each employee's current Vacation Leave balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Vacation Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form. With the exception of the January cash-out, Employees may not cash-out Vacation Leave except upon leaving City Service. No Vacation cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.
Municipal Holidays	New Provision: <u>Holiday Routine.</u> <u>Employees will not be required to engage in training drills on the recognized City holidays identified in Section 1. All other daily functions including, but not limited to, emergency response, emergency preparedness, maintenance and upkeep of facilities and equipment, related administrative work, public education and participation in community events will continue as usual on the recognized City holidays identified in Section 1.</u>
Medical and Dental	<p>1. <u>Core Flex Plan.</u> The City will contribute up to the equivalent of the Kaiser Permanente Region 1 Premium for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost. Should the health plan premium <u>cost</u>, selected by the employee, cost be less than the Kaiser Permanente Region 1 <u>premium</u>, the City shall pay no more that than the full cost of the <u>health plan premium-Kaiser Permanente rate, with the difference between the cost of the selected health plan premium and the maximum provided by the city eligible to be applied toward the cost of vision and dental premiums for employees who select a health plan with a lower cost premium.</u></p> <p>2. <u>Flexible Benefit Options.</u> The City agrees to provide <u>five hundred dollars (\$500.00)</u> per month (employee only) and <u>seven hundred dollars (\$700.00)</u> per month (employee plus one or more dependents) <u>as a</u> 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 <u>and Vision</u> Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee must choose choosing the Flexible Benefit Options <u>must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during the each Open Enrollment Period established in by the Suisun City Flexible Benefits Plan.</u></p> <p>3. <u>Restrictions.</u> An 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 <u>or enrollment in a Dental and/or Vision Plan.</u></p>
IRC 401(a) Plan	New Provision: During fiscal year 2023-24, the City agrees to provide a 401(a) Plan to bargaining unit employees. The City will match the Employee's contribution, dollar for dollar, up to twenty-four dollars (\$24.00) per pay period, with a maximum of six hundred dollars (\$600.00) annually. The established



Subject	Tentative Agreement
	plan will have a vesting schedule of five (5) years. After the completion of five (5) years of continuous City service under the plan, employees will be one hundred (100%) percent vested.
Supplemental Insurance	New Provision: <u>Voluntary Supplemental Insurance Benefits</u> . The City has contracted with Colonial for voluntary supplemental insurance benefits which may be paid through City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best interest of the City.
Payroll Status and SDI/Medical Leave	<p>1. <u>Payroll Status</u>. Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:</p> <ul style="list-style-type: none">A. Working Full-Time.B. Working Part-Time, <u>at least a forty-two (42) hours or greater workweek</u>.C. Working on a restricted or limited duty basis.D. Off work due to an injury or illness covered under Workers' Compensation.E. Off work due to an injury or illness covered under State Disability Insurance.F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL). <p>2. <u>Continuation of City-Paid Insurance Premiums</u>. The City shall continue to contribute the City's share of the health, <u>and</u> life, and dental insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, <u>and/or</u> CTO, and/or Holiday Leave in conjunction with Workers' Comp/SDI benefits to create the equivalent of <u>his/her normal paycheck at least a forty-two (42) hour or greater workweek</u>.</p> <p>3. <u>Non-Payroll Status</u>.</p> <ul style="list-style-type: none">A. Any Employee <u>off work on SDI</u> who has exhausted his/her benefits under FMLA, CFRA, or PDL, <u>and who is off work pursuant to Subsections E. through H. of this Article</u>, and who has insufficient accrued paid leave balances to create the equivalent of <u>a normal paycheck at least a forty-two (42) hour or greater workweek, exclusive of Overtime</u>, shall be considered to be in a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave (<u>Vacation and Sick</u>), and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf. <u>The City will continue to contribute life insurance premiums for employees in a non-payroll status.</u>B. An Employee off work <u>pursuant to Subsection D. of this Article Workers' Compensation</u>, and who has insufficient accrued paid leave balances to create the equivalent of <u>his/her normal paycheck at least a forty-two (42) hour or greater workweek, exclusive of Overtime</u>, shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (<u>Vacation, and Sick, and Holiday</u>); however, the City will continue to contribute the City's share of health insurance premiums on the Employee's behalf for a period of no more than 12 months from the date of injury. <u>The City will continue to contribute life insurance premiums for employees in a non-payroll status.</u>



Subject	Tentative Agreement
Workers' Compensation/SDI Medical Leave	<p><u>B.C. Employees contributing to the 457 Deferred Compensation plan, and who are off work on Workers' Compensation/SDI, will have all contributions to the deferred compensation plan stopped during the time on leave unless they are integrating sufficient accrued paid leave to cover the full amount of the requested deferred compensation plan contribution. Workers' Compensation/SDI benefits are non-taxable benefits, therefore shall not be used toward 457 plan contributions.</u></p>
	<p>1. <u>Employee Options Regarding SDI Medical Leave.</u> There are two<u>three</u> options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows:</p> <p>A. <u>Option 1:</u> Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave.</p> <p><u>B. Option 2:</u> Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave<u>CTO, in this order,</u> unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on the application for SDI benefits<u>their Request for Leave (RFL)</u> whether the Employee is integrating Sick Leave, <u>and other leave accruals,</u> with SDI benefits.</p> <p><u>B.C. Option 3:</u> <u>Employees who apply for disability insurance, may provide the City with the supplemental benefits received by SDI, to be credited to a disability leave accrual account, which the City will then reissue to employees through payroll, enabling employees to remain on payroll status so long as they integrate accrued leave to create at least a forty-two (42) hour or greater workweek, exclusive of Overtime.</u></p> <p><u>C.D.</u> The amount of supplement for any hour of any normal Workday shall not exceed the difference between <u>one hundred (100%-0)</u> percent of the Employee's normal gross salary rate and the "weekly benefit amount".</p> <p>2. <u>Medical Leave While on Workers' Comp/SDI.</u> Employees who are off work on medical leave covered under Workers' Comp or SDI may supplement their insurance coverage benefits to ensure that they receive up to <u>one hundred (100%-0)</u> percent of their normal pay.</p> <p>3. <u>How a Supplement is Treated.</u> The Employee shall receive <u>up to one hundred (100%-0)</u> percent of the Employee's<u>their</u> gross salary rate, <u>including any regular hours worked and leave accruals to cover time off (Sick leave, Vacation, and/or CTO)</u> until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive <u>up to one hundred (100%-0)</u> percent of Employee's gross salary rate less the when combining the supplemental amount provided by Workers' Comp/SDI <u>with integrated leave.</u> Upon deduction of the amount equal to the supplemental amount from the Employee's gross pay, the Employee's Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave shall be credited to the Employee's appropriate benefit accounts in an amount equal to the Employee's hourly Pay Rate.</p> <p>4. <u>Paid Leave Accrual.</u> An Employee shall earn Sick Leave, and Vacation Leave benefits during any full bi-weekly pay period in which the Employee receives Workers' Comp/SDI benefits and is on Payroll Status. Furthermore, an Employee shall receive service credit <u>including</u> for seniority and merit</p>



Subject	Tentative Agreement
	<p>step increases during such a period, as long as the Employee is in a Payroll Status with the City, as provided in Article XVII. <u>Retirement service credit is determined by CalPERS.</u></p> <p>4. <u>Leave of Absence While on SDI.</u> An Employee who is receiving SDI benefits while absent from work, but who is in a Non-Payroll Status with the City is entitled to a leave of absence under Section 10.2 of the Personnel Rules subject to the requirements of that Section.</p>
Reimbursement for Education and Training	<p>1. <u>Approval.</u> On the recommendation of a Department Head and the approval of the City Manager, any Employee may embark on an approved course of education to enhance their job skills. A course of study may include courses needed to gain a degree in a job-related field or to improve opportunities for advancement or promotion with the City of Suisun City. If the Employee's Department Head will not recommend reimbursement for a course of study, the Employee may appeal to the City Manager or their designee, <u>whose decision shall be final. Department-mandated job-related training is separate from voluntary education and is provided on-duty and is determined based on the needs of the department. Employees seeking physical fitness program allowance will reduce the amount of education reimbursement they are eligible to receive by an amount equal to the reimbursement received under the physical fitness program.</u></p> <p>2. <u>Reimbursement.</u> Employees are eligible for educational reimbursement for approved classes, including tuition and books, which shall not exceed \$1,500 per Employee per year. <u>Courses require pre-approval, prior to the date of enrollment in the course, to ensure the expense is eligible under the MOU.</u> Upon successful completion of the coursework, the Employee shall submit to the Department Head and HR copies of dated receipts showing education costs (tuition, books, materials, mileage), as well as transcripts, grades or certificates showing successful course completion. If an Employee leaves City service within two 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.</p>
EMT and Paramedic Incentive Pay Pilot Program	<p>3. <u>Certification and Educational Incentive Pay.</u> In order to encourage employees to provide optimum service to the public, employees may receive up to 5% incentive added to their base rate for a certification or relevant advanced education degree. A certification or advanced degree required for the position is not eligible for this incentive pay. To receive certification or education incentive pay, proof of completion must be submitted to the City Manager. <u>During the EMT and Paramedic Incentive Pay Pilot Program, employees participating in the Pilot Program will not be limited to the 5% of incentive pay discussed herein.</u> The following list is eligible for incentive pay at the assigned incentive rate:</p> <p>A. Advanced degree beyond current requirement for job (AA, BA/BS, Masters) = 3% B. Chief Officer (FIRE) = 1.5% C. Paramedic 4.5 5%</p> <p>4. <u>EMT and Paramedic Incentive Pay Pilot Program.</u> <u>Effective 7/1/2023, As-as</u> a pilot program, Fire Engineers and Fire Captains will receive incentive pay of 2% of their base salary for maintaining their EMT Certification as required for their positions. EMTs may not receive more than 5%-6.5% total Incentive Pay when combined with the Certification and Educational Incentive Pay. Fire Engineers and Fire Captains who maintain their Paramedic Certification will receive an additional incentive pay of 8- <u>five percent (5%)</u> of their base salary (for a total of 10%). Employees receiving Paramedic Incentive Pay are not eligible to receive EMT Incentive Pay. Paramedics may not receive more than 13%-14.5% total</p>



Subject	Tentative Agreement
	Incentive Pay when combined with the Certification and Educational Incentive Pay. This Incentive Pay will cease / sunset June 30, 2023 35 , at midnight.
Physical Fitness Program	An Employee, upon approval of the Fire Chief, Employees may apply receive an annual allowance of up to \$250 of the employee education and training incentive pay reimbursement, as reimbursement for 50 percent of actual to be used toward fifty (50%) percent of the cost of health club membership or other approved physical fitness training. Reimbursement-The Physical Fitness allowance will be made twice annually and included with payment of the uniform allowance paid on the regular paychecks on a pro-rata basis, equally divided across each of the 26 pay checks. Requests for reimbursement must be submitted by the Employee at least 30 days prior to the scheduled reimbursement date. Employees must opt into the Physical Fitness Program annually, during the month of June for the following fiscal year. Employees will be required to submit verification of membership at a health club or in another physical fitness training program and must maintain membership throughout the year to continue receiving this allowance. Employees must immediately report termination of their health club or physical fitness program membership to avoid overpayment of this allowance. This reimbursement allowance may only be used for club dues or other approved physical fitness training regimen and may not be used to purchase home gym equipment.
General Provisions	<p>4. <u>Reopener</u>. Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this MOU for the following purpose:</p> <p>A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the parties do not meet and confer on alternatives.</p> <p>B. If any other bargaining group has an employment contract with the City of Suisun City that contains applicable compensation provisions that are more advantageous for the Employees than this MOU, the parties may agree to meet and confer on the modification of this MOU.</p> <p>C. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by the Union.</p> <p>D. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and</p> <p>E. <u>Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.</u></p> <p>F. <u>Upon completion of an audit of overtime and wages, the parties agree to reopen to discuss any modifications that may be necessary, which may include but is no limited to the means and method for calculating overtime, including the overtime threshold of 212 hours.</u></p> <p>F.G. <u>Notwithstanding the provisions of California Government Code section 20516.5, the parties agree that the above-indicated represent the only bases for reopening this MOU during its term.</u></p> <p>7. <u>Successor MOU</u>. This MOU shall be in full effect from July 1, 202323, through and including June 30, 202335. Either party may serve upon the other its written request to commence negotiations for a successor MOU, as well as its initial written proposals for such successor MOU, as early as February 1, 202335. Upon receipt of such written notice and proposals, negotiations shall commence no later than thirty (30) days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor MOU consistent with City Council policy direction <u>within the limitations of the City's ability to pay</u> with the intent to be completed no later than June 30, 202335.</p> <p>9. <u>Effective Date</u>. The effective date of this MOU shall be July 1, 202323.</p>

Incorporated MOU Amendment Next Page



Incorporate the Following MOU Amendment

Subject	MOU Amendment(s)
Restoring Leave Caps	<p data-bbox="298 317 1528 384">NEW LANGUAGE TO BE ADDED TO THE FOLLOWING ARTICLES: HOURS OF WORK/COMPENSATORY TIME OFF (CTO), AND VACATION LEAVE AS A NEW SECTION TITLED "RESTORING LEAVE CAPS".</p> <p data-bbox="298 426 1528 844">The parties agree that the previous contractually agreed upon leave caps shall be restored effective October 1, 2023. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The parties agree that employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after October 1, 2023, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the ninety (90) day period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.</p>

SIGNATURES NEXT PAGE



City of Suisun City

Date: July 19, 2023

Includes agreements reached through 8/2/2023

Tentative Agreement

This Tentative Agreement shall be effective only upon adoption by the City Council of the City of Suisun City. Subject to the foregoing, this Tentative Agreement is hereby executed by the authorized representatives of the City and the Union.

City of Suisun City

Gregory Folsom, City Manager

Christina Penland, HR Administrator

Kris Lofthus, Deputy City Manager

Colin Tanner, Deputy City Attorney

Approved as to form
Aleshire & Wynder, LLP

Elena Q. Gerli, City Attorney

Suisun City Professional Firefighters' Association

Ken Martin, Labor Relations Consultant, IAFF, Local 1186

Aaron Leming, SCPFA President

Chris Lujan, SCPFA Vice-President

Jason Brassfield, SCPFA Negotiations Team

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(IAFF), LOCAL 1186**

**JULY 1, 202~~2~~3
THROUGH
JUNE 30, 202~~2~~3**

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**Memorandum of Understanding
Between
The City of Suisun City
And
The Suisun City Professional Firefighters' Association,
International Association of Firefighters (IAFF), Local 1186**

Article 1 Preamble

This Memorandum of Understanding (hereinafter "MOU") is made and entered into between the CITY OF SUISUN CITY, (hereinafter "City"), and the Suisun City Professional Firefighters' Association formally recognized as the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1186 (hereinafter "Union"), a formally Recognized Employee Organization pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*) representing the recently established Fire Unit.

The Parties have met and conferred in good faith through their designated representatives concerning those matters set forth in Government Code Section 3504 and have reached agreement thereon as set forth in this MOU. The Parties agree that this MOU shall be submitted to the City Council of the City of Suisun City with the joint recommendation of the designated representatives of the Parties that the City Council approve the MOU and take any additional action as may be necessary to implement its provisions.

Article 2 Recognition

1. Job Classes Represented.

The City recognizes the Union as the exclusive representative for the Fire Unit consisting of the following represented Job Classes:

Fire Engineer
Fire Captain

2. Temporary/Limited-Service Positions/Classifications.

It is agreed that Temporary Employees, Part-Time Employees, Emergency Employees, Volunteer Employees, and contractors are not governed by this MOU and are not represented by the Union. Employees who work less than full time are not represented by the Union. If an employee who had occupied a Temporary, Provisional, or grant-funded Position/Classification is subsequently hired into the same job class as a Union represented Regular Employee, they shall be placed in the step level nearest to but not lower than their last Pay Rate as a Temporary, Provisional, or grant-funded Employee.

3. Licenses and Certifications.

The parties agree that positions requiring a license or certification must maintain a valid license or certification as required for their position, as a condition of employment. Effective July 1, 2023, all current employees holding a paramedic license, and future employees who obtain a paramedic license, shall be required to maintain possession of their paramedic license as a condition of employment. Paramedics are responsible for providing the City with all necessary documentation to verify licensing, accreditation and continuing education requirements are being met in accordance with Solano County EMS Agency requirements.

Article 3 City Rights

1. Except as limited by the specific and express terms of this MOU, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California, the Suisun City Code, and/or the laws and Constitution of the United States of America.

2. Regardless of any provision contained in this MOU or which may be inferred from this MOU, the City shall retain and shall have the right to exercise the following exclusive rights which include, but are not limited to, the following:

- A. The right to hire and fire.
- B. The right to determine the mission of its constituent departments, divisions, commissions, and boards.
- C. The right to set standards of service and municipal fees and charges.
- D. The right to determine the procedures and standards of selection for employment, assignment, transfer, and promotion of applicants and Employees, provided in the case of Employees that the exercise of such right shall not infringe on any rights that Employees have under this MOU.
- E. The right to direct its Employees.
- F. The right to discharge or suspend Employees for just cause and take other disciplinary actions against its Employees as set forth herein.
- G. The right to relieve its Employees from duty because of lack of work or other legitimate reasons.
- H. The right to maintain the efficiency of governmental operations.
- I. The right to determine the methods, means, and staffing to conduct governmental operations.
- J. The right to determine and re-determine job content and job classifications.
- K. The right to contract out any work which is now being performed by Employees of the City or which shall be performed in the future by Employees of the City, provided this only occurs in those situations where the tasks cannot be accomplished by current Union members as efficiently, economically, and expediently as can be achieved by such contracting out, provided that the City shall make every reasonable effort to place Employees displaced by such contracting out in other City service requiring similar skills as the work performed by the Employee when displaced by the contracting out and which requires minimal training to afford the Employee opportunity to adequately perform the new position.

- L. The right to take all necessary actions to carry out the mission of the City, its constituent departments, divisions, or commissions and boards in cases of emergencies.
- M. The right to exercise complete control and discretion over its organization and the technology of performing its work.

Article 4 Employee Rights

Subject to the provisions of the City's Employer-Employee Relations Resolution No. 74-33 ("EERR") and any ensuing successor EERR resolutions, Employees of the City shall have the right to form, join, and participate in the activities of a Recognized Employee Organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of Recognized Employee Organizations.

Article 5 Personnel Rules and Regulations

Administrative Directive - AD 7, the City's Personnel Rules and Regulations (hereinafter "Personnel Rules"), was approved by City Council Resolution No. 2011-52 on June 7, 2011. Except as may be provided in this MOU, the applicable sections of the Personnel Rules, as may be amended from time to time, shall apply to the Employees represented by the Union. Prior to amending Resolution No. 2011-52 regarding wages, hours, or other terms and conditions of employment, the Parties shall first meet and confer on the modifications as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*). Unless otherwise provided in this MOU, the definitions of terms used in this MOU shall be the definitions provided in Chapter 2 of the Personnel Rules.

Article 6 No Discrimination

It is agreed that neither the Union, nor the City shall discriminate against any Employee because of race, national origin, gender, Union membership, protected concerted Union activity, or refusal to join the Union.

For an employer, because of the 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 of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.

For a labor organization, because of the 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 of any person, to exclude, expel, or restrict from its membership the person, or to provide only second-class or segregated membership or to discriminate against any person because of the 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 of the person in the level of representation provided to that individual, the ability to run for an office in the Union or to discriminate in any way against any of its members.

Article 7 Union Access

1. Union Business.

All Union business will be conducted by Employees and Union representatives outside of established working hours. Nothing herein shall be construed to prevent a Union representative or an Employee from contacting the City Manager or other management representatives regarding personnel-related matters during working hours.

2. Work Locations.

The authorized Union Representative, if any, shall be given access to the Fire Station during working hours, provided that prior to visiting the Fire Station, the Union Representative notifies the Fire Chief.

3. Union Bulletin Board.

The City agrees to provide space for one bulletin board to be provided by the Union at the Fire Station for the announcement of Union meetings, election of Union officers and any other material related to the official business of the Union. All material shall clearly state that it is prepared and authorized by the Union. The Union agrees that notices posted shall not contain any material which may reasonably be construed as maligning the City or its representatives, detrimental to the labor-management relationship nor of a political or controversial nature.

3.4. Shop Stewards.

In addition to the Union president, one steward shall be appointed by the Union as alternate representative to assist in resolving workplace issues and other representational duties including but not limited to Grievances.

4.5. Release Time.

The City may grant a total of 16 hours of paid time for the Union president and one steward to attend training scheduled during the Employee's normal working hours. Those hours may be split among the two Union officials at the Union's discretion. The Union will be responsible for overseeing the time used and calculating the time remaining. The Union must notify the City Manager or designee with each approved time off request. The Union president shall submit written requests for release time to the Employee's immediate supervisor. The supervisor's decision to approve will be based on the operational needs of the City. The Employee and the Union president will certify the Employee's attendance. Unused training hours may accrue to a maximum of 32 hours.

6. Union Business Leave.

The City and SCPFA agree the Union may secure donation of vacation or CTO accrual hours from represented members to fund the union leadership's participation or attendance in functions for official union business. The donated hours will be converted to the hourly equivalent of the employee receiving the hours. The City agrees to work with the Union on establishing a form to be used for this purpose. The Union will be responsible for securing the donations, which must be documented in writing on the appropriate form, and submitted to the Finance Department for payroll processing during the payroll period in which the donated hours will be used. Both the employee donating the hours and the employee receiving the hours must sign the form.

For example. Employee A earns \$10.00 per hour and donates ten (10) hours to Employee B to use for Union Business. Employee B earns \$20.00 per hour. The hours donated by Employee A will be converted to the hourly equivalent for Employee B, resulting in five (5) hours of donated leave.

5.7. Labor/Management Committee.

The City and the Union agree to set up a Labor / Management Committee to encourage open communication, to promote harmonious relations, and to resolve matters of mutual concern. The Committee will meet quarterly or as mutually agreed to by the parties. The Committee will be composed of one representative from the City, one representative from the Union, and the Union Business Agent, if any. The meetings are informal and are not intended to be for discussion of issues handled under other provisions herein such as grievances, disciplinary actions, or negotiations.

6.8. Employee Orientation & Contact Information.

All Employees will receive a New Employee Orientation within their first five (5) regular Workdays of employment with the City. The New Employee Orientation will be presented by Human Resources Division staff members at a time and place determined by the City. The purpose of the orientation is to review and complete required payroll, insurance, benefits, and similar required documentation; to train the Employee regarding City and/or Departmental policies, procedures, and specific requirements of the position; and to provide other necessary information. At no time during the orientation shall a City or Union representative provide derogatory information or advocacy about the other.

- A. The City will provide the Union notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.
- B. One (1) Union representative, officer, steward, or member will be provided an opportunity for a ~~15-sixty~~ (60) minute private session with the new Employee during the New Employee Orientation. The Union may provide written information to be included with the orientation materials, in lieu of such a private session. Two (2) business days prior to the New Employee Orientation, the Union will provide to Human Resources the name and the contact information of its participating representative. The City and the Union will mutually agree to a suitable time during the New Employee Orientation for The Union's private meeting with the new Employee. Such private meeting will occur at the same location as the New Employee Orientation.

- C. Within 30 days of hire, and annually thereafter, the City will provide the Union with Employee contact information in electronic format as required by State law for all represented Employees.
- D. The Union will provide the City a minimum of thirty days' notice of any change in the amount of membership dues to be deducted.
- E. The City will not provide the Union with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information (except, with respect to personal email addresses, as may be necessary to comply with the California Public Records Act).

7. Dues Deduction.

The Union may request that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Union, from the wages and salaries of Union members. The Union hereby certifies that the Union has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Accordingly, Union membership dues shall be deducted over 24 pay periods in accordance with the City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Union. Such deduction shall be made only when the Union member's earnings for the subject pay period are sufficient after other legally required deductions are made.

- A. Remittance of the aggregate amount of all such monies shall be made by the City to the Union at the conclusion of each payroll period in which said dues were deducted. Any changes in Union dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.
- B. The Union shall have a duty to defend and shall indemnify and hold harmless the City against any liability arising from a claim, demand, or other action relating to any The Union requested deduction, or any provision or obligation set forth in this Article. The City reserves the right to select its own counsel for its defense hereunder at the Union's expense.

Article 8 Compensation

~~1. Salaries. 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:~~

~~1. _____~~

~~A. _____~~

~~B. 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.~~

~~C. Payments will be made on a bi-weekly basis.~~

~~D. All the additional pay hourly increases authorized herein will sunset June 30, 2023.~~

E.A. 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. Effective the first pay period following 7/1/2023, the base wage rates set forth in the Citywide Salary Schedule shall be adjusted as follows:

<u>Job Class</u>	<u>Monthly Salary Prior to Base Wage Adjustment Eff. 5/12/23</u>	<u>Base Wage Increase Eff. 5/26/23</u>	<u>Approx. % of Base Wage Increase Eff. 5/12/23</u>	<u>Approx. Monthly Salary Eff. 5/12/23</u>	<u>Proposed Wage Adjustment (Rounded 3 decimal points)</u>	<u>Approx New Monthly Top Step</u>	<u>Approx Total % Change</u>
<u>Fire Captain</u>	<u>\$8,738</u>	<u>\$6/hour</u>	<u>17.1%</u>	<u>\$10,233</u>	<u>2.176%</u>	<u>\$10,455</u>	<u>19.7%</u>
<u>Fire Engineer</u>	<u>\$8,010</u>	<u>\$6/hour</u>	<u>18.7%</u>	<u>\$9,505</u>	<u>0.000%</u>	<u>\$9,505</u>	<u>18.7%</u>

- B. Fire Engineers: The base wage increase provided to the Fire Engineer employees' position within the range decreased the differential between steps to less than 5% as identified in the new alpha numerical salary range established for this classification.
- C. Fire Engineers: New hires starting May 12, 2023, in the Fire Engineer classification 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.
- D. Fire Captains: The base wage increases provided effective 5/12/2023 to the employee's position within the range decreased the differential between steps to less than 5% as was identified by the alpha numerical salary ranges established for the Fire Captain classification. The alpha salary range will be eliminated once the proposed base wage adjustments for the successor MOU are implemented. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range assigned to their classification and will advance one pay step to avoid a negative salary adjustment as a result of implementing this provision. This shall not affect the incumbent's anniversary dates; however, employees who receive an accelerated step increase will then be eligible to advance to the next pay step on their anniversary date in 2024. Nothing herein requires the City to maintain the 5% differential between steps.
- E. Effective the last full pay period of June 2025, represented employees shall receive a two-point five (2.5%) percent Cost of Living Adjustment (COLA), condition precedent on if the City's actual revenue for Fiscal Year 2023/24 exceed budgeted revenues for Fiscal Year 2023/24 by at least three (3%) percent.
- F. Fire Engineers: Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the current incumbent Fire Engineers shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).

G. Fire Engineers: Effective the first full pay period of January 2024, current incumbent Fire Engineer employees, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).

H. Effective the first full pay period of July 2024, current incumbent represented employees, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).

I. Effective the first full pay period of January 2025, current incumbent represented employees, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars (\$1,000.00).

2. Salaries.

The City will provide hourly compensation at the same monthly rate as contained in the Citywide Salary Schedule. Hourly rates will be calculated to reflect Alternative Work Schedule described herein.

3. Acting Pay.

Employees covered by this MOU shall receive Acting Pay under the following conditions:

- A. Employees must qualify to receive Acting Pay by when assigned to acting in the a higher job class and performing to perform substantially the full range of duties and responsibilities of the higher job class for a minimum period of two weeks. The qualifying period may be satisfied one full workday at a time. Acting Assignments are typically long-term assignments resulting from a vacancy in the higher job classification that may occur through separation, extended vacation, or a long-term leave of absence.
- B. Employees who are certified-assigned to act in a higher job class will receive Acting Pay in an amount of five (5.0%) percent of their current salary whenever they are assigned to act in the higher job class for a minimum of two consecutive weeks, retroactive to the first day of the assignment, while performing substantially the full range of duties and responsibilities of the higher job class.
- C. To receive Acting Pay, there must exist a budgeted position, the assignment must be made in writing, employees must meet the minimum qualifications of the higher job class, and employees may not refuse to perform any duty or responsibility of the higher job class.
- D. Acting Pay shall not be applied to a request to cash-out any form of paid leave, or payment for accrued and unused paid leave hours on the books at time of separation.

3. Interim Assignment Pay.

Employees who are not receiving any other Acting or Assignment Pay shall receive Interim Assignment Pay (hereinafter "IA Pay") while they are serving in an interim capacity of a higher job classification due to short term absences (open shifts or hours), IA Pay shall be provided as assigned on an hour-for-hour basis. IA Pay shall be calculated as an hourly rate equivalent to five percent (5%) of the employee's base hourly rate of pay. Employees must meet department standards and requirements to be eligible for an

Interim Assignment, as established in the Fire Department's policy. Time spent in on the job training to qualify for interim assignments shall not be compensated at the IA rate of pay.

4. Longevity Pay.

Upon the completion of five (5) years of continuous full-time service, represented employees shall be entitled to a 3.0 percent increase in compensation; employees who complete ten (10) years of continuous full-time service shall be entitled to an additional 3.0 percent increase in compensation (for a total of 6.0 percent).

5. Bilingual Pay.

A represented employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City (based on the recommendation of the Fire Chief), shall be paid \$46.15 per pay period upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. To become certified, an employee must achieve a score of at least 9 on a scale of 12. A certified employee shall request Bilingual Incentive Pay on a form approved by the City Manager. Employees shall be recertified at least once every two years.

Article 9 Hours of Work

1. Attendance.

Employees shall be in attendance at their workstation in accordance with departmental schedules unless on approved leave.

2. Work Schedule.

Fire Captains and Fire Engineers will be assigned to a 48/96 work schedule consisting of 24-hour workdays to comprise a workweek on average of 56-hours, with two days on and four days off (XXOOOO where X = workday and O = day off), as determined by the Fire Chief.

3. Overtime Pay.

For the purpose of overtime and minimum time calculations as required by the federal Fair Labor Standards Act ("FLSA"), an employee may not be paid twice for the same time period. If time periods overlap, then the time shall be calculated as a continuous work period.

A. ~~The City agrees to compensate e~~Employees ~~scheduled assigned~~ to a 48/96 work schedule consisting of an average 56-hour workweek ~~at a rate of one and one-half times the employees' regular rate of pay, as that phrase is defined in the FLSA (hereinafter "Overtime Rate")~~ receive overtime pay for each hour of work required in excess of the first 53 hours scheduled per workweek, consistent with a 7-day work period, as defined by the FLSA 7K exemption.

A.B. The parties agree to a 28-day FLSA work period with overtime to be paid for hours worked in excess of two hundred and twelve (212) hours in the work period, consistent with FLSA

7K exemption. The City shall provide 30-days advance notice regarding implementation of the 28-day work period, with no further meet and confer required.

B.C. ~~The City will implement reporting of time worked over the FLSA threshold of 53 hours per workweek as premium pay in accordance with California Code of Regulations (CCR), Title 2, Section 571. The City will comply with FLSA premium pay reporting as required.~~

~~C. Employees shall be compensated at the applicable Overtime Rate for work assigned in excess of the regularly scheduled workday, rounded to the nearest minute.~~

D. For purposes of Overtime computation, all paid time, including Sick Leave, Vacation Leave, and Compensatory Time Off (the "CTO"), shall be considered hours worked.

E. All overtime hours must be approved in advance by the Fire Chief or his/her designee; provided, however, that when emergency conditions exist, the Fire Chief or his/her designee may approve exceptions to this procedure.

4. Overtime Credited as CTO.

Except as provided in Section 4.C below, overtime worked may be credited as Compensatory Time Off ("CTO") or be paid as overtime at the discretion of the Employee. CTO will be credited at a rate of one and one-half times the overtime hours worked. The maximum accumulation of CTO is as follows:

A. First 10 years of City service: 160.0 hours;

B. Over 10 years of City service: 200.0 hours;

C. Any Overtime worked in excess of these limits shall be compensated on a paid basis.

5. Above CTO Limit.

If an Employee is at or above the CTO accumulation limit, then they will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO accumulation balance has been reduced by 40.0 hours below the accumulation limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Upon separation of service, an Employee is entitled to receive the cash value of all accumulated CTO.

2-3. CTO Cash-Out.

Employees are allowed to cash out a maximum CTO amount as accumulated by January of each year (1-10 years of service to Suisun City: ~~40-fifty-six (56)~~ hours; 10 years and above: ~~50-seventy (70)~~ hours). The Finance Department will send out a request form in November of the preceding year that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. With the exception of the January cash-out, Employees may not cash out CTO except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

4. Restoring Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be restored effective October 1, 2023. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The parties agree that employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after October 1, 2023, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the ninety (90) day period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

~~3.2. Salaries.~~

~~The City will provide hourly compensation at the same monthly rate as contained in the Citywide Salary Schedule. Hourly rates will be calculated to reflect Alternative Work Schedule described herein.~~

4.5. Call Back.

All hours worked when called back to work will be paid at the Overtime rate. An employee will be paid a minimum of two (2) hours of Call Back Pay. Call Back Pay will commence when the employee departs to the requested work location.

5.6. Paid Leave.

All paid leave (Sick Leave, Vacation Leave, and CTO) shall be charged to the Employee's paid leave balance(s) for all hours not worked up to the scheduled hours for that day(s). For example, if an Employee is off sick on a 24.0-hour day that Employee's Sick Leave balance would be reduced by 24.0 hours for that absence.

Article 10 Vacation Leave

Use of Vacation Leave requires prior written approval by the Department Head or their designee. Employees are encouraged to take vacations lasting at least one week. Vacation Leave may not be granted in excess of the Vacation Leave balance that has been accrued at the time that the Vacation Leave is granted.

1. Vacation Accrual.

Accrual of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):

- A. For the First Five Years of Service: Employees shall earn and be credited with Vacation Leave at the rate of 112.0 hours per year for those working a 56 hour per week schedule.
- B. Commencing at the start of the Six Year: Employees shall earn and be credited with Vacation Leave at the rate of 168.0 hours per year for those working a 56 hour per week schedule.
- C. Commencing at the start of the Eleventh Year: Employees shall earn and be credited with Vacation Leave at the rate of 224.0 hours per year for those working a 56 hour per week schedule.
- D. Commencing at the start of the Sixteenth Year: Employees shall earn and be credited with Vacation Leave at the rate of 257.6 hours per year for those working a 56 per week schedule.

2. Maximum Accumulation.

Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 years of service with the City may accumulate up to a maximum of 320.0 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 stopping the accumulation/accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation Cash-Out.

Employees may Cash-out a maximum of ~~forty (40)~~ fifty-six (56) hours of Vacation Leave in January of each year as long as there remains a minimum of eight (8) hours in the employee's Vacation Leave balance after cash-out. The Finance Department will send out a request form, in November of the preceding calendar year, that includes written verification of each employee's current Vacation Leave balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Vacation Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form. With the exception of the January cash-out, -Employees may not cash-out Vacation Leave except upon leaving City Service. No Vacation cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

4. Restoring Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be restored effective October 1, 2023. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The parties agree that employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after October 1, 2023, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the ninety (90) day period to give

employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

4.5. Illness During Vacation.

If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.

5.6. Separation from Service.

Upon separation from service, an Employee is entitled to receive the cash value of all accrued Vacation Leave.

6.7. Upon Death.

When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

Article 11 Municipal Holidays

1. Recognized Holidays.

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 Day.

The fourth day of July, Independence Day.

The first Monday in September, Labor Day.

The second Monday in October, Columbus Day.

The eleventh day of November, Veteran's Day.

The fourth Thursday in November, Thanksgiving Day.

The fourth Friday in November, the day after Thanksgiving Day.

The twenty-fifth day of December, Christmas Day.

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 the meet and confer process.

2. Working On Holidays.

Fire Unit Employees are required to work when scheduled on a Holiday as a matter of health and safety of the community.

3. Holiday Routine.

Employees will not be required to engage in training drills on the recognized City holidays identified in Section 1. All other daily functions including, but not limited to, emergency response, emergency preparedness, maintenance and upkeep of facilities and equipment, related administrative work, public education and participation in community events will continue as usual on the recognized City holidays identified in Section 1.

4. Holiday Pay.

A. Prior to July 1, 2022, the City paid Fire Unit Employees scheduled to work on a holiday with five (5) days' notice an overtime rate of one and one half (1.5) times the Employee's regular rate of pay for each hour worked. Employees scheduled with less than five (5) days' notice were paid an overtime rate of two (2) times the Employee's regular rate of pay for each hour worked.

B. Effective July 1, 2022, the City shall no longer provide any special pay for employees working a holiday, but rather all employees shall receive 2.0% of base salary paid as holiday compensation in lieu of observing time off on a holiday. Holiday compensation will be paid on a biweekly basis.

2.5. Section 8.6 of the Personnel Rules shall not apply.

Article 12 Retirement Benefits

The Public Employees' Pension Reform Act of 2013 ("PEPRA") provides that all Employees who are currently participating in a CalPERS retirement plan, or those who have had a break in service that does not exceed six months, shall be considered "Classic" Employees. All "new" Employees as defined by CalPERS, hired after January 1, 2013, who do not meet this criteria shall be considered PEPRA "New Employees."

1. Classic Safety Fire Employee Benefits.

Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 CalPERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Safety Fire Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. The salaries for Employees covered under the Safety Fire CalPERS Plan have been increased by 5.0 percent in lieu of the City's provision of 2.0 percent at 50 Safety Fire Retirement Plan. Effective October 1, 2021, all Fire Safety employees covered by this MOU received an increase to their base hourly rate of 7.5 percent in exchange for the Classic Safety Fire Employees paying the full Employee contribution.

1.2. PEPRA New Safety Fire Employee Benefits.

The City agrees to provide 2.0% at 57 CalPERS PEPRA Plan for New 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 Employer Paid Member Contribution ("EPMC") is allowed. Should any provision in this MOU be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

2.3. Sick Leave Conversion.

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

Article 13 Medical and Dental Insurance

1. Core Flex Plan.

The City will contribute up to the equivalent of the Kaiser Permanente Region 1 Premium for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost. Should the health plan premium cost, selected by the employee, ~~cost~~ be less than the Kaiser Permanente Region 1 premium, the City shall pay no more ~~that than~~ the full cost of the ~~health plan premium-Kaiser Permanente rate, with the difference between the cost of the selected health plan premium and the maximum provided by the city eligible to be applied toward the cost of vision and dental premiums for employees who select a health plan with a lower cost premium.~~

2. Flexible Benefit Options.

The City agrees to provide five hundred dollars (\$500.00) per month (employee only) and seven hundred dollars (\$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 and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee ~~must choose~~ choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during the each Open Enrollment Period established ~~in by the Suisun City Flexible Benefits Plan.~~

3. Restrictions.

An 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 or enrollment in a Dental and/or Vision Plan.

4. Medical Insurance Benefits after Death While on Duty.

Should a Fire Safety member of this Union lose their life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member's immediate dependent family, for those members enrolled in the City's health plan. Said payments will continue for a period of up to three years, providing the City's insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City's medical plan at its own cost after the three years has elapsed, providing that the plan allows for continued participation.

5. Sick Leave Conversion to Fund Medical Premiums.

Upon normal retirement from the City by a Fire Safety member of this Union, 25.0 percent of an Employee's Sick Leave balance may be converted to a cash equivalent and used to fund medical

premiums. This conversion will be deducted from the amount of unused sick leave reported for CalPERS credit pursuant to Government Code Section 20965.

Article 14 Life Insurance, ~~and~~ Deferred Compensation and IRC 401 (a) Plan

1. Life Insurance.

The City agrees to provide a \$200,000 term and accidental death and dismemberment insurance policy for each represented Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.

2. Deferred Compensation Plan.

The City agrees to provide a Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to 4% of the employee's base salary or \$118.00 (per pay period), whichever is greater. The City's match will be contributed to participating Employees on a pay-period basis.

3. IRC 401(a) Plan.

During fiscal year 2023-24, the City agrees to provide a 401(a) Plan to bargaining unit employees. The City will match the Employee's contribution, dollar for dollar, up to twenty-four dollars (\$24.00) per pay period, with a maximum of six hundred dollars (\$600.00) annually. The established plan will have a vesting schedule of five (5) years. After the completion of five (5) years of continuous City service under the plan, employees will be one hundred percent (100%) vested.

Article 15 Supplemental Insurance

The City has contracted with Colonial for voluntary supplemental insurance benefits which may be paid through City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best interest of the City.

Article 156 Workers' Compensation

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

Article 167 State Disability Insurance

1. State Disability Insurance.

The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for employees represented by the Union.

2. Payment of SDI Premiums.

SDI premiums shall be paid in full by the City on behalf of all participating Employees.

Article 178 Payroll Status

1. Payroll Status.

Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:

- A. Working Full-Time.
- B. Working Part-Time, at least a forty-two (42) hours or greater workweek.
- C. Working on a restricted or limited duty basis.
- D. Off work due to an injury or illness covered under Workers' Compensation.
- E. Off work due to an injury or illness covered under State Disability Insurance.
- F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).
- G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).
- H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).

2. Continuation of City-Paid Insurance Premiums.

The City shall continue to contribute the City's share of the health, and life insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as they are in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as they are using accrued Sick Leave, Vacation Leave, and/or CTO in conjunction with Workers' Comp/SDI benefits to create the equivalent of their normal paycheck at least a forty-two (42) hour or greater workweek.

3. Non-Payroll Status.

A. Any Employee off work on SDI who has exhausted their benefits under FMLA, CFRA, or PDL, and who is off work pursuant to Subsections 1.E. through 1.H. of this Article, and who has insufficient accrued paid leave balances to create the equivalent of a normal paycheck at least a forty-two (42) hour or greater workweek, exclusive of Overtime, shall be considered to be in a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave (Vacation and Sick), and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf. The City will continue to contribute life insurance premiums for employees in a non-payroll status.

B. An Employee off work pursuant to Subsection 1.D. of this Article on Workers' Compensation, and who has insufficient accrued paid leave balances to create the equivalent of his/her normal paycheck at least a forty-two (42) hour or greater workweek, exclusive of Overtime, shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation, and Sick, and Holiday); however, the City will continue to contribute the City's share of health insurance premiums on the Employee's behalf for a period of no more than 12 months from the date of injury. The City will continue to contribute life insurance premiums for employees in a non-payroll status.

C. Employees contributing to the 457 Deferred Compensation plan, and who are off work on Workers' Compensation/SDI, will have all contributions to the deferred compensation plan stopped during the time on leave unless they are integrating sufficient accrued paid leave to cover the full amount of the requested deferred compensation plan contribution. Workers' Compensation/SDI benefits are non-taxable benefits, therefore shall not be used toward 457 plan contributions.

Article 189 Workers' Compensation/SDI Medical Leave

1. Employee Options Regarding SDI Medical Leave.

There are ~~two~~three options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows:

A. Option 1: Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, and/or Compensatory Time Off.

B. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, and/or Compensatory Time Off, in this order, unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on ~~the application for SDI benefits~~ their Request for Leave (RFL) whether the Employee is integrating Sick Leave, and other leave accruals, with SDI benefits.

C. Option 3: Employees who apply for disability insurance, may provide the City with the supplemental benefits received by SDI, to be credited to a disability leave accrual account, which the City will then reissue to employees through payroll, enabling employees to remain on payroll status so long as they integrate accrued leave to create at least a forty-two (42) hour or greater workweek, ,exclusive of Overtime.

~~B-D.~~ The amount of supplement for any hour of any normal Workday shall not exceed the difference between one hundred percent (100%)~~-0 percent~~ of the Employee's normal gross salary rate and the "weekly benefit amount."

2. Medical Leave While on Workers' Comp/SDI.

Employees who are off work on medical leave covered under Workers' Comp or SDI may supplement their insurance coverage benefits to ensure that they receive up to one hundred percent (100%)~~-0 percent~~ of their normal pay.

3. How a Supplement is Treated.

The Employee shall receive up to one hundred percent (100%)~~-0 percent~~ of ~~the Employee's~~ their gross salary rate, including any regular hours worked and leave accruals to cover time off (Sick leave, Vacation, and/or CTO) until such time as the City is notified of the benefit paid to the

Employee. The pay period following notification (normally the next pay period), the Employee will receive up to one hundred percent (100%) ~~0 percent~~ of Employee's gross salary rate ~~less the when combining the~~ supplemental amount provided by Workers' Comp/SDI with integrated leave. ~~Upon deduction of the amount equal to the supplemental amount from the Employee's gross pay, the Employee's Sick Leave, Vacation Leave, and/or Compensatory Time Off, shall be credited to the Employee's appropriate benefit accounts in an amount equal to the Employee's hourly Pay Rate.~~

4. Paid Leave Accrual.

An Employee shall earn Sick Leave and Vacation Leave benefits during any full bi-weekly pay period in which the Employee receives Workers' Comp/SDI benefits and is on Payroll Status. Furthermore, an Employee shall receive service credit including for seniority and merit step increases during such a period, as long as the Employee is in a Payroll Status with the City, ~~as provided herein.~~ Retirement service credit is determined by CalPERS.

5. Leave of Absence While on SDI.

An Employee who is receiving SDI benefits while absent from work, but who is in a Non-Payroll Status with the City is entitled to a leave of absence under Section 10.2 of the Personnel Rules subject to the requirements of that Section.

Article ~~19~~20 Sick Leave

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a protected leave status shall be required to use available accrued paid leave prior to using leave without pay.

Article ~~20~~1 Leave of Absence Due to Injury Incurred While on Duty

1. The City shall comply with applicable federal and state laws governing work-related injuries, leaves, and compensation.
2. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.
3. The City shall coordinate accrued Sick Leave with Workers' Compensation benefits.
4. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, and/or Compensatory 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.

Article ~~21~~2 Light Duty

1. Any Employee who previously has been off duty due to industrial injury or illness or other medical reason and who has been medically released by a doctor to return to work with restrictions may be assigned to light duty. Assignment to light duty will be based on the City's ability to accommodate the work restrictions.

2. Light duty will not be approved unless there is work available which may be performed within the limitations and/or restrictions of the affected Employee.

Article 223 Uniforms and Uniform Allowances

1. Uniform Allowances.

The City shall pay Fire Unit employees required to wear uniforms in the performance of their duties an annual uniform allowance of \$1300. Uniform allowance will be paid on the regular paychecks of a pro-rata basis, equally divided across each of the 26 paychecks.

2. Uniforms.

During the term of this MOU, the City shall continue to supply the required uniform components as determined by the Fire Chief in a written departmental policy.

Article 234 Reimbursement for Education or Training

1. Approval.

On the recommendation of a Department Head and the approval of the City Manager, any Employee may embark on an approved course of education to enhance their job skills. A course of study may include courses needed to gain a degree in a job-related field or to improve opportunities for advancement or promotion with the City of Suisun City. If the Employee's Department Head will not recommend reimbursement for a course of study, the Employee may appeal to the City Manager or ~~their~~ designee, whose decision shall be final. Department-mandated job-related training is separate from voluntary education and is provided on-duty and is determined based on the needs of the department. Employees seeking physical fitness program allowance will reduce the amount of education reimbursement they are eligible to receive by an amount equal to the reimbursement received under the physical fitness program.

2. Reimbursement.

Employees are eligible for educational reimbursement for approved classes, including tuition and books, which shall not exceed \$1,500 per Employee per year. Courses require pre-approval, prior to the date of enrollment in the course, to ensure the expense is eligible under the MOU. Upon successful completion of the coursework, the Employee shall submit to the Department Head and HR copies of dated receipts showing education costs (tuition, books, materials, mileage), as well as transcripts, grades or certificates showing successful course completion. If an Employee leaves City service within two 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.

3. Certification and Educational Incentive Pay.

In order to encourage employees to provide optimum service to the public, employees may receive up to 5% incentive added to their base rate for a certification or relevant advanced education degree. A certification or advanced degree required for the position is not eligible for this incentive pay. To receive certification or education incentive pay, proof of completion must be submitted to the City Manager. During the EMT and Paramedic Incentive Pay Pilot Program, employees participating in the Pilot Program will not be limited to the 5% of incentive pay discussed herein. The following list is eligible for incentive pay at the assigned incentive rate:

- A. Advanced degree beyond current requirement for job (AA, BA/BS, Masters) = 3%
- B. Chief Officer (FIRE) = 1.5%
- C. Paramedic ~~1.5~~ 5%

4. EMT and Paramedic Incentive Pay Pilot Program.

Effective 7/1/2023, As-as a pilot program, Fire Engineers and Fire Captains will receive incentive pay of 2% of their base salary for maintaining their EMT Certification as required for their positions. EMTs may not receive more than 6.5% total Incentive Pay when combined with the Certification and Educational Incentive Pay. Fire Engineers and Fire Captains who maintain their Paramedic Certification will receive an additional incentive pay of 8.5% of their base salary (for a total of 10%). Employees receiving Paramedic Incentive Pay are not eligible to receive EMT Incentive Pay. Paramedics may not receive more than ~~13~~ 14.5% total Incentive Pay when combined with the Certification and Educational Incentive Pay. This Incentive Pay will cease / sunset June 30, 20235, at midnight.

Article 245 Physical Fitness Program

Upon approval of the Fire Chief, ~~an~~ Employees may apply receive an annual allowance of up to \$250 of the employee education and training incentive pay reimbursement, as reimbursement for 50 to be used toward fifty percent (50%) of the actual cost of health club membership or other approved physical fitness training. ~~Reimbursement—The Physical Fitness allowance will be made twice annually paid on the regular paychecks on a pro-rata basis, equally divided across each of the 26 pay checks. Requests for reimbursement must be submitted by the Employee at least 30 days prior to the scheduled reimbursement date.—Employees must opt into the Physical Fitness Program annually, during the month of June for the following fiscal year. Employees will be required to submit verification of membership at a health club or in another physical fitness training program and must maintain membership throughout the year to continue receiving this allowance. Employees must immediately report termination of their health club or physical fitness program membership to avoid overpayment of this allowance.~~ This ~~reimbursement allowance~~ may only be used for club dues or other approved physical fitness training regimen and may not be used to purchase home gym equipment.

Article 256 Probationary Period

Rules regarding Probationary Period are set forth in Section 7.5 of the Personnel Rules. These rules are amended to include the following provision:

All newly appointed Fire Engineers and Fire Captains shall serve a probationary period of 12 months.

Article 267 Performance Evaluations

1. Annual Performance Evaluation.

Every represented Regular Employee shall receive a performance evaluation by their immediate supervisor at least annually. The annual review will normally occur within 30 days of the Employee's Anniversary Date, unless an alternate schedule is approved by the City Manager.

2. Purpose.

The purpose of the Annual Performance Evaluation is to promote the successful performance of all City Employees through a process that provides feedback on past performance and directs future performance by identifying performance goals and objectives.

3. Procedure.

The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.

4. Merit Increases.

In order to advance to a Pay Rate in the Pay Range, the evaluation must demonstrate that the advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and Department Heads in determining whether merit advancements have been earned and should be recommended to the City Manager. Department Heads shall have the authority and responsibility to withhold or delay merit advancements if such advancement is not merited.

Article 278 Disciplinary Action

Rules regarding Disciplinary Action are set forth in Chapter 12 of the Personnel Rules. The City recognizes the Firefighter Bill of Rights, Government Code Section 3250 through 3262.

Article 289 Grievance Procedure

Rules regarding the Grievance Procedure are set forth in Chapter 11 of the Personnel Rules.

Article 2930 Contracting Out

In the event that the City decides to outsource work to a private contractor that would result in the displacement of current represented Employees, the City shall include a request in the Request for Proposal (hereinafter "RFP") that prospective contractors include a proposal to hire said Employees in their response to the RFP.

Article ~~30~~¹ Employee Assistance Program

The City will continue to provide an Employee Assistance Program (EAP). The program will include at a minimum but not limited to, five personal counseling sessions, counselors located within a reasonable commute distance, substance abuse counseling, availability of emergency visits, and workplace crisis response. Employees will be provided with a brochure outlining the benefits of the program.

Article ~~31~~² General Provisions

1. Severability.

If any provision of this MOU should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this MOU shall not be affected.

2. Full Understanding.

The Parties agree that this MOU sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.

3. No Requirement to Meet and Confer.

Except as otherwise provided in this Article, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this MOU during the term of this MOU.

4. Reopener.

Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this MOU for the following purpose:

- A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the parties do not meet and confer on alternatives.
- B. If any other bargaining group has an employment contract with the City of Suisun City that contains applicable compensation provisions that are more advantageous for the Employees than this MOU, the parties may agree to meet and confer on the modification of this MOU.
- C. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by the Union.
- D. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and
- E. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.
- ~~F.~~ Upon completion of an audit of overtime and wages, the parties agree to reopen to discuss any modifications that may be necessary, which may include but is not limited to the means and method for calculating overtime, including the overtime threshold of 212 hours.
- ~~F.G.~~ Notwithstanding the provisions of California Government Code section 20516.5, the parties agree that the above-indicated represent the only bases for reopening this MOU during its term.

5. Savings Clause.

In the event that the implementation of any article, section or subsection of this MOU shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the Union shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section or subsection.

6. No Strike/Lockout.

The Union agrees that there will be no strike, work stoppage, slowdown, "sick in", sit down, refusal to perform work, other interference with City operations, picketing, or refusal to enter upon City premises on any account or in connection with any grievance or dispute. The City agrees that it will not engage in any lockouts during the term of this MOU.

7. Successor MOU.

This MOU shall be in full effect from July 1, 202~~23~~³⁵, through and including June 30, 202~~35~~³⁵. Either party may serve upon the other its written request to commence negotiations for a successor MOU, ~~as well as its initial written proposals for such successor MOU,~~ as early as February 1, 202~~35~~³⁵. Upon receipt of such written notice ~~and proposals,~~ negotiations shall commence no later than ~~thirty (30)~~ days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor MOU consistent with City Council policy direction within the limitations of the City's ability to pay with the intent to be completed no later than June 30, 202~~35~~³⁵.

8. Distribution of MOU.

Within 10 days of the adoption of this MOU, all covered Employees shall receive a copy of the MOU. The "copy" may be provided in electronic format.

9. Effective Date. The effective date of this MOU shall be July 1, 202~~23~~³⁵.

[SIGNATURES ON NEXT PAGE]

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND
THE SUISUN CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL 1186
JULY 1, 202~~2~~3, THROUGH JUNE 30, 202~~3~~5**

**CITY OF SUISUN CITY
REPRESENTATIVES:**

Gregory Folsom
City Manager

Christina Penland
Human Resources Administrator

Kris Lofthus
Deputy City Manager

Colin Tanner
Deputy City Attorney

Approved as to form
Aleshire & Wynder, LLP

Elena G. Gerli, City Attorney

**SUISUN CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION
IAFF, LOCAL 1186 REPRESENTATIVES:**

Ken Martin, Labor Relations Consultant
IAFF, Local 1186

Aaron Leming, President
PFA IAFF, Local 1186

Chris Lujan, Vice President
PFA IAFF, Local 1186

Jason Brassfield, Negotiations Team Member
PFA IAFF, Local 1186

AGENDA TRANSMITTAL

MEETING DATE: August 8, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-__ : Amending the Citywide Salary Schedule to Implement the Negotiated Wage Adjustments for Employees and Classifications Represented by the Suisun Professional Firefighters' Association (SCPFA).

FISCAL IMPACT: There is no additional cost associated with implementing the proposed resolution. The cost associated with the proposed resolution was authorized with the approved labor agreement and was included in the fiscal year 2023-24 budget.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND:

The current Citywide Salary Schedule implementing the negotiated base wage adjustments to employees and classifications represented by the Suisun City Employees' Association (SCEA), Suisun City Police Officers' Association (SCPOA), Suisun City Management and Professional Employees' Association (SCMPEA), Temporary, Part-Time, Unrepresented Employees, and the City Manager was approved by City Council on July 18, 2023, with the adoption of Resolution No. 2023-100.

Under a separate resolution, the City Council has accepted, approved and adopted the successor Memorandum of Understanding (MOU) governing wages, benefits and other terms and conditions of employment for employees and classifications represented by SCPFA for the period of July 1, 2023 through June 30, 2025.

STAFF REPORT:

The Citywide Salary Schedule is now being amended to implement the negotiated base wage adjustments for employees and classifications represented by the SCPFA.

The negotiated wage adjustments for SCPFA are consistent with the labor market survey completed on March 23, 2023 and with the City's internal alignment criteria that establishes relationships between classifications, which influenced all negotiated wage adjustments Citywide.

The classification of Fire Engineer has been established as the benchmark classification and based its relationship with the classification of Fire Captain, there will be a 10% difference between the average monthly salary of these classes, when taking into account their work schedules consisting of 2912 annual work hours inclusive of scheduled overtime.

Base wage adjustments for employees and classifications represented by SCPFA are effective July 7, 2023.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023-____: Amending the Citywide Salary Schedule to Implement the Negotiated Wage Adjustments for Employees and Classifications Represented by the Suisun City Professional Firefighters' Association.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-____: Amending the Citywide Salary Schedule to Implement the Negotiated Wage Adjustments for Employees and Classifications Represented by the Suisun City Professional Firefighters' Association.
 - a. Citywide Salary Schedule
 - b. Amended 2023 Internal Alignment Criteria

PREPARED BY:

Christina Penland, Human Resources Administrator

REVIEWED BY:

Greg Folsom, City Manager

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. [Resolution Approving Citywide Salary Schedule.pdf](#)
 - a. [Citywide Salary Schedule.pdf](#)
 - b. [Internal Alignment Criteria.pdf](#)

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WHEREAS, on October 10, 2006, the City Council adopted a goal of achieving 90 percent of the compensation levels of the local labor market benchmark classes that would be pursued within the City's ability to afford such compensation levels within the Financial Policies contained in the Annual Budget with the adoption of Resolution No. 2006-131; and

WHEREAS, Resolution No. 2006-131 adopted internal alignment criteria to establish the relationships between all job classes that existed in the City's Classification and Compensation Plan at that time; and

WHEREAS, updates to the City's Classification and Compensation Plan is adopted from time to time, as needed, to establish new classes or revise existing classes and compensation; and

WHEREAS, on July 18, 2023, the City Council approved the current Salary Schedule with the adoption of Resolution No. 2023-100 implementing the negotiated wage adjustments for employees and classifications represented by the Suisun City Employees' Association (SCEA), Suisun City Police Officers' Association (SCPOA), Suisun City Management and Professional Employees' Association (SCMPEA), including wage adjustments for Temporary, Part-Time, Unrepresented and Executive Management Employees and the City Manager; and

WHEREAS, the City and authorized labor relations representatives for the Suisun City Professional Firefighters' Association (SCPFA) met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA) (Gov't Code Sections 3500-3511) for a successor MOU that provides wage adjustments to represented classifications; and

WHEREAS, the negotiated wage adjustments was influenced by the salary survey of base wages for benchmark classifications completed on March 23, 2023, and would allow the City to recruit and retain employees consistent with local labor-market conditions, and the City’s ability to pay.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SUISUN CITY:

THAT consistent with Resolution No. 2006-131 and 2023-100, it continues to be the City's goal to achieve compensation levels for its workforce consistent with 90 percent of the

1 compensation afforded by its local labor-market survey cities for benchmark job classes, provided
2 that the City has the fiscal wherewithal to do so; and

3 **THAT** consistent with Resolution No. 2006-131 and 2023-100, the local labor-market
4 survey cities continue to be the Cities of American Canyon, Benicia, Davis, Dixon, Fairfield,
Hercules, San Pablo, Vacaville, Vallejo, West Sacramento, and Woodland; and

5 **THAT** consistent with Resolution No. 2006-131 and 2023-100, Council adopts the
6 updated internal alignment of job classes that includes updates to the classifications represented
by SCPFA, as indicated in Exhibit B; and

7 **THAT** base wage adjustments for employees and classifications represented by SCPFA
8 are effective July 7, 2023; and

9 **THAT** the City Council of the City of Suisun City hereby adopts Resolution No. 2023-
10 ____: Amending the Citywide Salary Schedule to Implement the Negotiated Wage Adjustments
11 for Employees and Classifications Represented by the Suisun City Professional Firefighters'
Association.

12 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun
13 City duly held on Tuesday, the 8th day of August 2023, by the following vote:

14 **AYES:** Council Members: _____
15 **NOES:** Council Members: _____
16 **ABSENT:** Council Members: _____
17 **ABSTAIN:** Council Members: _____

18 **WITNESS** my hand and the seal of said City this 8th day of August 2023.

19 _____
Anita Skinner, CMC
City Clerk

20 Attachments: A. Citywide Salary Schedule
21 B. Internal Alignment Criteria
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City of Suisun City
Salary Schedule

Resolution Date: 8/8/2023

Job Class	Range	Hourly					Monthly Average		Effective Date	B.U.	FLSA
		A	B	C	D	E	Starting	Ending			
Account Clerk I	268	\$23.74	\$24.93	\$26.18	\$27.49	\$28.86	\$4,116	\$5,003	07/07/23	SCEA	
Account Clerk II	291	\$26.12	\$27.43	\$28.80	\$30.24	\$31.75	\$4,527	\$5,503	07/07/23	SCEA	
Account Clerk III	313	\$28.73	\$30.17	\$31.68	\$33.26	\$34.92	\$4,980	\$6,053	07/07/23	SCEA	
Accountant	362	\$35.68	\$37.46	\$39.33	\$41.30	\$43.37	\$6,184	\$7,517	07/07/23	SCMPEA	Exempt
Accounting Technician	323	\$31.34	\$32.91	\$34.56	\$36.28	\$38.10	\$5,433	\$6,604	07/07/23	SCEA	
Administrative Assistant I	285	\$25.33	\$26.60	\$27.93	\$29.33	\$30.79	\$4,391	\$5,337	07/07/23	SCEA	
Administrative Assistant II	307	\$27.87	\$29.26	\$30.72	\$32.26	\$33.87	\$4,830	\$5,871	07/07/23	SCEA	
Assistant Engineer	389	\$40.76	\$42.80	\$44.94	\$47.19	\$49.54	\$7,065	\$8,588	07/07/23	SCMPEA	Exempt
Assistant Planner	361	\$35.53	\$37.31	\$39.18	\$41.13	\$43.19	\$6,159	\$7,486	07/07/23	SCMPEA	Exempt
Associate Engineer	409	\$44.84	\$47.08	\$49.43	\$51.90	\$54.50	\$7,772	\$9,447	07/07/23	SCMPEA	Exempt
Associate Planner	380	\$39.09	\$41.04	\$43.09	\$45.25	\$47.51	\$6,775	\$8,235	07/07/23	SCMPEA	Exempt
Background Investigator	391	-	-	-	-	\$49.92	-	-	12/24/21	Temp/PT	
Battalion Chief (2912 annual hours)	375	\$37.97	\$39.87	\$41.87	\$43.96	\$46.16	\$9,462	\$11,501	07/21/23	Unrep	Exempt
Building Inspection Services Manager	407	\$44.46	\$46.68	\$49.02	\$51.47	\$54.04	\$7,707	\$9,367	07/07/23	SCMPEA	Exempt
Building Inspector I	320	\$29.63	\$31.11	\$32.66	\$34.30	\$36.01	\$5,135	\$6,242	07/07/23	SCEA	
Building Inspector II	341	\$32.59	\$34.22	\$35.93	\$37.73	\$39.61	\$5,649	\$6,866	07/07/23	SCEA	
Building Maintenance Worker I	272	\$24.21	\$25.42	\$26.69	\$28.02	\$29.42	\$4,196	\$5,100	07/07/23	SCEA	
Building Maintenance Worker II	296	\$26.63	\$27.96	\$29.36	\$30.83	\$32.37	\$4,616	\$5,610	07/07/23	SCEA	
Chief Building Official	469	\$61.33	\$64.39	\$67.61	\$70.99	\$74.54	\$10,630	\$12,921	07/21/23	Unrep EM	Exempt
City Engineer	467	\$60.67	\$63.70	\$66.89	\$70.23	\$73.75	\$10,516	\$12,783	07/07/23	SCMPEA	Exempt
City Manager	595	-	-	-	-	\$134.00	-	\$23,227	07/01/23	Unrep EM	Exempt
Code Enforcement Officer I	310	\$28.28	\$29.69	\$31.17	\$32.73	\$34.37	\$4,901	\$5,958	07/07/23	SCEA	
Code Enforcement Officer II	330	\$31.10	\$32.66	\$34.29	\$36.01	\$37.81	\$5,391	\$6,553	07/07/23	SCEA	
Community Services Officer I	284	\$25.21	\$26.47	\$27.79	\$29.18	\$30.64	\$4,370	\$5,311	07/07/23	SCEA	
Community Services Officer II	305	\$27.73	\$29.12	\$30.57	\$32.10	\$33.71	\$4,807	\$5,843	07/07/23	SCEA	
Computer Systems Specialist	222	\$20.02	\$21.02	\$22.08	\$23.18	\$24.34	-	-	07/21/23	Temp/PT	
Computer Technician	358	\$35.09	\$36.84	\$38.68	\$40.62	\$42.65	\$6,082	\$7,392	07/07/23	SCEA	
Deputy City Clerk (C)	363	\$35.89	\$37.69	\$39.57	\$41.55	\$43.63	\$6,221	\$7,562	07/07/23	SCMPEA	Exempt
Deputy Fire Chief	470	\$61.67	\$64.76	\$67.99	\$71.39	\$74.96	\$10,690	\$12,994	07/07/23	SCMPEA	Exempt
Development Services Director	498	\$70.53	\$74.05	\$77.76	\$81.64	\$85.73	\$12,225	\$14,859	07/21/23	Unrep EM	Exempt
Dispatch/Records Supervisor	377	\$38.36	\$40.27	\$42.29	\$44.40	\$46.62	\$6,648	\$8,081	07/07/23	SCMPEA	Exempt
Division Fire Chief	445	\$54.59	\$57.32	\$60.18	\$63.19	\$66.35	\$9,462	\$11,501	07/07/23	SCMPEA	Exempt
Economic Development Consultant	441	-	-	-	-	\$65.00	-	-	12/24/21	Temp/PT	
Finance Director	498	\$70.53	\$74.05	\$77.76	\$81.64	\$85.73	\$12,225	\$14,859	07/21/23	Unrep EM	Exempt
Finance Manager	436	\$52.26	\$54.87	\$57.62	\$60.50	\$63.52	\$9,058	\$11,011	07/07/23	SCMPEA	Exempt
Financial Services Specialist	222	\$20.02	\$21.02	\$22.08	\$23.18	\$24.34	-	-	07/21/23	Temp/PT	
Fire Captain (2,912 annual hours)	350	\$34.52	\$36.25	\$38.06	\$39.96	\$41.96	\$8,602	\$10,455	07/07/23	SCPFA	
Fire Chief	514	\$76.03	\$79.84	\$83.83	\$88.02	\$92.42	\$13,179	\$16,019	07/21/23	Unrep EM	Exempt
Fire Engineer (2912 annual hours)	333	\$31.38	\$32.95	\$34.60	\$36.33	\$38.15	\$7,820	\$9,505	05/12/23	SCPFA	

(C) Denotes Confidential Class

** City Manager's Salary is set by Contract

Job Class	Range	Hourly					Monthly Average		Effective Date	B.U.	FLSA
		A	B	C	D	E	Starting	Ending			
Fire Engineer (2912 annual hours)	A333	\$32.45	\$33.77	\$35.16	\$36.62	\$38.15	\$8,085	\$9,505	05/12/23	SCPFA	
Fire Marshal	445	\$54.59	\$57.32	\$60.18	\$63.19	\$66.35	\$9,462	\$11,501	07/07/23	SCMPEA	Exempt
Firefighter	292	\$26.15	\$27.46	\$28.83	\$30.27	\$31.79	-	-	07/21/23	Temp/PT	
Fleet Mechanic	288	\$25.76	\$27.05	\$28.40	\$29.82	\$31.32	\$4,466	\$5,428	07/07/23	SCEA	
Housing Programs Manager	412	\$46.28	\$48.59	\$51.02	\$53.57	\$56.25	\$8,021	\$9,750	07/07/23	SCMPEA	Exempt
Housing Specialist I	306	\$27.78	\$29.17	\$30.63	\$32.16	\$33.77	\$4,815	\$5,853	07/07/23	SCEA	
Housing Specialist II	326	\$30.56	\$32.08	\$33.69	\$35.37	\$37.14	\$5,297	\$6,438	07/07/23	SCEA	
Human Resources Administrator	478	\$64.11	\$67.32	\$70.69	\$74.22	\$77.93	\$11,113	\$13,508	07/21/23	Unrep EM	Exempt
Human Resources Technician (C)	323	\$31.34	\$32.91	\$34.56	\$36.28	\$38.10	\$5,433	\$6,604	07/07/23	SCEA	
IT Services Manager	443	\$53.99	\$56.69	\$59.52	\$62.50	\$65.62	\$9,358	\$11,374	07/07/23	SCMPEA	Exempt
Maintenance Worker I	300	\$27.16	\$28.52	\$29.95	\$31.45	\$33.02	\$4,708	\$5,723	07/07/23	SCEA	
Maintenance Worker II	322	\$29.88	\$31.37	\$32.94	\$34.59	\$36.32	\$5,179	\$6,295	07/07/23	SCEA	
Management Analyst I	361	\$35.53	\$37.31	\$39.18	\$41.13	\$43.19	\$6,159	\$7,486	07/07/23	SCMPEA	Exempt
Management Analyst II	380	\$39.09	\$41.04	\$43.09	\$45.25	\$47.51	\$6,775	\$8,235	07/07/23	SCMPEA	Exempt
Marketing Manager	379	\$38.82	\$40.76	\$42.80	\$44.94	\$47.18	\$6,728	\$8,178	07/07/23	SCMPEA	Exempt
Office Assistant	263	\$23.22	\$24.38	\$25.60	\$26.88	\$28.23	\$4,025	\$4,892	07/07/23	SCEA	
Permit Technician I	303	\$27.48	\$28.86	\$30.30	\$31.82	\$33.41	\$4,764	\$5,791	07/07/23	SCEA	
Permit Technician II	324	\$30.23	\$31.74	\$33.33	\$35.00	\$36.75	\$5,240	\$6,370	07/07/23	SCEA	
Planning Specialist	222	\$20.02	\$21.02	\$22.08	\$23.18	\$24.34	-	-	07/21/23	Temp/PT	
Police Chief	547	\$88.56	\$92.99	\$97.64	\$102.52	\$107.64	\$15,350	\$18,658	07/21/23	Unrep EM	Exempt
Police Commander	498	\$70.53	\$74.05	\$77.76	\$81.64	\$85.73	\$12,225	\$14,859	07/07/23	SCMPEA	Exempt
Police Evidence and Property Technician I	284	\$25.21	\$26.47	\$27.79	\$29.18	\$30.64	\$4,370	\$5,311	07/07/23	SCEA	
Police Evidence and Property Technician II	305	\$27.73	\$29.12	\$30.57	\$32.10	\$33.71	\$4,807	\$5,843	07/07/23	SCEA	
Police Officer	411	\$45.21	\$47.47	\$49.84	\$52.34	\$54.95	\$7,836	\$9,525	07/07/23	SCPOA	
Police Officer Trainee	276	-	-	-	\$28.63	\$30.06	-	-	12/24/21	Temp/PT	
Police Sergeant	444	\$54.25	\$56.96	\$59.81	\$62.80	\$65.94	\$9,404	\$11,430	07/07/23	SCPOA	
Police Support Services Manager	413	\$46.48	\$48.81	\$51.25	\$53.81	\$56.50	\$8,057	\$9,793	07/07/23	SCMPEA	Exempt
Principal Planner	433	\$51.59	\$54.17	\$56.88	\$59.73	\$62.71	\$8,943	\$10,870	07/07/23	SCMPEA	Exempt
Project Manager	408	\$44.64	\$46.87	\$49.22	\$51.68	\$54.26	\$7,738	\$9,405	07/07/23	SCMPEA	Exempt
Public Safety Dispatcher I	314	\$28.82	\$30.26	\$31.77	\$33.36	\$35.03	\$4,995	\$6,071	07/07/23	SCPOA	
Public Safety Dispatcher II	335	\$31.70	\$33.28	\$34.95	\$36.70	\$38.53	\$5,494	\$6,679	07/07/23	SCPOA	
Public Works Director/City Engineer	514	\$76.03	\$79.84	\$83.83	\$88.02	\$92.42	\$13,179	\$16,019	07/21/23	Unrep EM	Exempt
Public Works Inspector	351	\$33.89	\$35.59	\$37.37	\$39.24	\$41.20	\$5,875	\$7,141	07/07/23	SCEA	
Public Works Specialist	222	\$20.02	\$21.02	\$22.08	\$23.18	\$24.34	-	-	07/21/23	Temp/PT	
Public Works Superintendent	432	\$51.08	\$53.63	\$56.31	\$59.13	\$62.08	\$8,853	\$10,761	07/07/23	SCMPEA	Exempt
Public Works Supervisor	370	\$37.07	\$38.93	\$40.87	\$42.92	\$45.06	\$6,426	\$7,811	07/07/23	SCMPEA	Exempt
Recreation Coordinator	302	\$27.38	\$28.75	\$30.19	\$31.70	\$33.28	\$4,746	\$5,769	07/07/23	SCEA	
Recreation Manager	399	\$42.69	\$44.83	\$47.07	\$49.42	\$51.89	\$7,400	\$8,995	07/07/23	SCMPEA	Exempt
Recreation Specialist I	200	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26	-	-	07/21/23	Temp/PT	
Recreation Specialist II	220	\$19.80	\$20.39	\$21.01	\$21.64	\$22.29	-	-	07/21/23	Temp/PT	
Recreation Specialist III	250	\$21.78	\$22.43	\$23.11	\$23.80	\$24.51	-	-	07/21/23	Temp/PT	
Recreation Supervisor	343	\$32.86	\$34.50	\$36.23	\$38.04	\$39.94	\$5,696	\$6,923	07/07/23	SCMPEA	Exempt
Recreation, Parks & Marina Director	498	\$70.53	\$74.05	\$77.76	\$81.64	\$85.73	\$12,225	\$14,859	07/21/23	Unrep EM	Exempt

(C) Denotes Confidential Class

** City Manager's Salary is set by Contract

Job Class	Range	Hourly					Monthly Average		Effective Date	B.U.	FLSA
		A	B	C	D	E	Starting	Ending			
Senior Accountant	390	\$41.03	\$43.08	\$45.24	\$47.50	\$49.87	\$7,112	\$8,644	07/07/23	SCMPEA	Exempt
Senior Associate Engineer	425	\$49.32	\$51.79	\$54.38	\$57.09	\$59.95	\$8,549	\$10,391	07/07/23	SCMPEA	Exempt
Senior Building Inspector	381	\$39.11	\$41.07	\$43.12	\$45.27	\$47.54	\$6,779	\$8,240	07/07/23	SCMPEA	Exempt
Senior Maintenance Worker	344	\$32.87	\$34.51	\$36.24	\$38.05	\$39.95	\$5,697	\$6,925	07/07/23	SCEA	
Senior Management Analyst	400	\$42.99	\$45.14	\$47.40	\$49.77	\$52.26	\$7,452	\$9,059	07/07/23	SCMPEA	Exempt
Senior Planner	400	\$42.99	\$45.14	\$47.40	\$49.77	\$52.26	\$7,452	\$9,059	07/07/23	SCMPEA	Exempt
Senior Public Safety Dispatcher	357	\$34.87	\$36.61	\$38.44	\$40.37	\$42.38	\$6,044	\$7,346	07/07/23	SCPOA	
Youth Services Specialist	356	\$34.66	\$36.40	\$38.22	\$40.13	\$42.13	\$6,008	\$7,303	07/07/23	SCEA	

Internal Alignment Criteria

Resolution Date: August 8, 2023

Job Class	Group	Internal Alignment Criteria
Account Clerk I	SCEA	10% below Account Clerk II
Account Clerk II	SCEA	Benchmark
Account Clerk III	SCEA	10% above Account Clerk II
Accountant	SCMPEA	Benchmark
Accounting Technician	SCEA	20% above Account Clerk II
Administrative Assistant I	SCEA	10% Below Admin Assistant II
Administrative Assistant II	SCEA	Benchmark
Assistant Engineer	SCMPEA	10% below Assoc Engineer
Assistant Planner	SCMPEA	10% below Assoc Planner
Associate Engineer	SCMPEA	Benchmark
Associate Planner	SCMPEA	Benchmark
Battalion Chief (2912 annual hours)	Unrep	10% Above Monthly Average of Fire Captain
Building Inspection Services Manager	SCMPEA	Benchmark
Building Inspector I	SCEA	10% below Bldg Insp II
Building Inspector II	SCEA	Benchmark
Building Maintenance Worker I	SCEA	10% below Building Maintenance Worker II
Building Maintenance Worker II	SCEA	Benchmark
Chief Building Official	Unrep	Benchmark
City Engineer	SCMPEA	Benchmark
City Manager	Unrep	Benchmark
Code Enforcement Officer I	SCEA	10% below Code Enforcement Officer II
Code Enforcement Officer II	SCEA	Benchmark
Community Services Officer I	SCEA	10% below Community Services Officer II
Community Services Officer II	SCEA	Benchmark
Computer Technician	SCEA	Benchmark
Deputy City Clerk (C)	SCMPEA	Benchmark
Deputy Fire Chief	SCMPEA	10% Above Division Fire Chief
Development Services Director	Unrep	Tier 1 Executive
Dispatch/Records Supervisor	SCMPEA	Benchmark
Division Fire Chief	SCMPEA	10% Above Monthly Average of Fire Captain
Finance Director	Unrep	Tier 1 Executive
Finance Manager	SCMPEA	Benchmark
Fire Captain	SCPFA	10% Above Fire Engineer
Fire Chief	Unrep	Tier 2 Executive
Fire Engineer	SCPFA	Benchmark
Fire Marshal	SCMPEA	10% Above Monthly Average of Fire Captain
Fleet Mechanic	SCEA	Benchmark
Housing Programs Manager	SCMPEA	Benchmark
Housing Specialist I	SCEA	10% below Housing Specialist II
Housing Specialist II	SCEA	Benchmark
Human Resources Administrator	Unrep	10% below Tier 1 Executive
Human Resources Technician (C)	SCEA	Match Acct Tech
IT Services Manager	SCMPEA	Benchmark
Maintenance Worker I	SCEA	10% below Maintenance Worker II
Maintenance Worker II	SCEA	Benchmark
Management Analyst I	SCMPEA	10% below Management Analyst II
Management Analyst II	SCMPEA	Benchmark
Marketing Manager	SCMPEA	15% below Project Manager
Office Assistant	SCEA	20% below Admin Asst II
Permit Technician I	SCEA	10% below Permit Technician II
Permit Technician II	SCEA	Benchmark
Police Chief	Unrep	Tier 3 Executive
Police Commander	SCMPEA	30% above Sergeants
Police Evidence and Property Technician I	SCEA	10% below Evidence Prop Tech II

Internal Alignment Criteria

Resolution Date: August 8, 2023

Job Class	Group	Internal Alignment Criteria
Police Evidence and Property Technician II	SCEA	Match Community Services Officer II
Police Officer	POA	Benchmark
Police Sergeant	POA	Benchmark
Police Support Services Manager	SCMPEA	Benchmark
Principal Planner	SCMPEA	20% above Sr. Planner
Project Manager	SCMPEA	Benchmark
Public Safety Dispatcher I	POA	10% below Public Safety Dispatcher II
Public Safety Dispatcher II	POA	Benchmark
Public Works Director/City Engineer	Unrep	Tier 2 Executive
Public Works Inspector	SCEA	Benchmark
Public Works Superintendent	SCMPEA	Benchmark
Public Works Supervisor	SCMPEA	Benchmark
Recreation Coordinator	SCEA	20% below Recreation Supervisor
Recreation Manager	SCMPEA	Benchmark
Recreation Supervisor	SCMPEA	Benchmark
Recreation, Parks & Marina Director	Unrep	Tier 1 Executive
Senior Accountant	SCMPEA	15% above Accountant
Senior Associate Engineer	SCMPEA	10% above Assoc Engineer
Senior Building Inspector	SCEA	20% above Bldg Insp II
Senior Maintenance Worker	SCEA	10% above Maintenance Worker II
Senior Management Analyst	SCMPEA	10% above Management Analyst II
Senior Planner	SCMPEA	10% above Assoc Planner
Senior Public Safety Dispatcher	POA	10% above Public Safety Dispatcher II
Youth Services Specialist	SCEA	25% above Community Services Officer II

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AGENDA TRANSMITTAL

MEETING DATE: August 8, 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 July 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 July 25, 2023, 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 July 25, 2023.

DOCUMENTS ATTACHED:

1. Minutes - July 25, 2023 Special Closed Session Meeting
 2. Minutes - July 25, 2023 Regular Council-Successor Agency-Housing Authority Meeting
-

PREPARED BY:

Anita Skinner, City Clerk

REVIEWED BY:

Anita Skinner, City Clerk

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. [Minutes - July 25, 2023 Special Closed Session Meeting 5 pm .pdf](#)
2. [Minutes - July 25, 2023 Regular Council-Successor Agency-Housing Authority Meeting.pdf](#)

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



CITY COUNCIL MEETING

MINUTES
SPECIAL MEETING OF THE SUISUN CITY COUNCIL
AND
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY
TUESDAY, JULY 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: **859 6516 1948***

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 5:01 pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

CONFLICT OF INTEREST NOTIFICATION

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

Council Member Pal has a conflict with Item #1.

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 commented he has driven around the city and there is a lack of enforcement which reflects back on administration; council needs to get involved, start looking for budget cuts, city is being sued to many times, legal fees keep going up, weeds.

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:

Suisun City Council Acting as Successor Agency

1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

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

Negotiating Party: City Manager

Parties Negotiating: To Be Determined

Under Negotiations: Terms and payment

City Council

2 PERSONNEL MATTERS

Pursuant to Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager.

Council entered into closed session at 5:04 pm.

Council Member Pal left the meeting at 5:04 pm and returned at 5:31 pm.

CONVENE OPEN SESSION

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

ADJOURNMENT

There being no further business the meeting was adjourned at 6:34 pm.

Anita Skinner, City Clerk

CITY COUNCIL
MEETING

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



CITY COUNCIL

MINUTES

**REGULAR MEETING OF THE SUISUN CITY COUNCIL,
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, JULY 25, 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: 859 7413 6550

CALL IN PHONE NUMBER: (707) 438-1720

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 5 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. – 803)

(Next City Council Res. No. 2023 – 108)

Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 06)

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

ROLL CALL

Mayor Hernandez called the meeting to order at 6:45pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

Pledge of Allegiance was led by Vice Mayor Washington.

Invocation was given by City Manager Greg Folsom.

CONFLICT OF INTEREST NOTIFICATION None

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

REPORTS (Informational items only.)

- 1 City Manager Update - (Folsom: gfolson@suisun.com). NONE

PRESENTATION/APPOINTMENTS - NONE

(Presentations, Awards, Proclamations, Appointments).

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 asked why are the complaints never resolved or answered at the meetings; trash in McCoy Creek; rebuttal from council on the homeless that the city is small was ridiculous; why didn't we intervene last year on the Pickering property; spoke at the closed session and encouraged the council to get involved now.

Donna LeBlanc commented there would be a Neighborhood Watch meeting at the library on Thursday at 6pm; issues on the city app that comments/complaints still being marked as new even after forwarded to proper department; Pickering property, nothing has been done and her time is up so what happens now.

George Guynn commented the homeless are back at the water tower area; Pickering property has not been cleaned up; items 7 & 8 cannot be discussed or commented on by the public; major changes happening and should be allowed to be discussed; concerned about the amount being spent on city attorney.

Scott Griffin, resident of the Estates commented on the homeless group on the southwest side of Sunset; how closely can these encampments butt up against back yard fences?

Michelle Chavez commented on the Pickering property still full of people, vote of confidence is shaken, what is going to be the cost of the abatement warrant that will have to be issued now; city is down 8 officers.

James Berg urged residents to get out and meet your neighbors at National Night out next month; homeless by water tower, Pickering property still not cleaned up; fence that was placed last week is doing nothing; how do we change enforcement; need to put pressure on Sacramento; no details were given on the whistle blower letter; city manager evaluation is way behind schedule and we need to be updated on that.

Leila Dardon commented that items being reported on the app are ridiculous, residents need to clean their own gutters; homeless is Newsom's problem, have to offer solutions instead of just complaints; need to have agencies available to help get the homeless on their feet.

Mayor Hernandez explained the Pickering owners are working with city staff, formal abatement process must be issued by a judge; 72 hr. notice to the homeless to leave or they will be removed; any expenses owners will be responsible for and if not paid a lien will be placed on the property.

COUNCIL COMMENTS

2 Council/Board Member Updates.

Council Member Dawson asked when do we foresee the abatement on the city side; would like a scope of properties by Public Works and city attorney, process and timeline; what is within our jurisdiction, legislation that might be coming down, amendments, ordinances that might need to be updated.

Council Member Pal reached out to Public Works and the city manager regarding Caltrans closure of entrances to Lawler Ranch; Caltrans needs to notify residents; PGE will be reaching out to residents for work to be done on Main Street; SID shut off water apparently with no notification; council made you whole, comment to city staff that you got the raises you wanted now it is time to get the work done and hold everyone accountable.

Council Member Pal asked to have an RFP for our law firm on the next agenda.

Attorney Gerli explained the process to have items on the agenda.

Motion by Council Member Pal to place law firm RFP on the next agenda for discussion and seconded by Council Member Dawson. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

Council Member Osum did not have any updates but commented good things are coming soon.

Vice Mayor Washington commented that her dog got out this afternoon and was found by residents and thanked them for their help; Ms. LeBlanc also helped in the search; ribbon cutting for this Saturday for the Farmers Market at 10am on the Sheldon Plaza; formal requested that we do agendize a workshop on homelessness, believes there are things that can be done by local ordinances to solve issues but would like it separate from the August 17 Homeless Forum.

Mayor Hernandez commented she met that morning with residents at Starbucks and the Police officer who attended had been to the illegal encampments on new Railroad Avenue; received an article from the city attorney regarding information from the 9th Circuit Court of Appeals and it did not necessarily benefit cities but expanded the rights of the unhoused and is currently being appealed; departments do a rotating clean up throughout the city; Solano County did not pursue the recent grant available for homeless cleanup;

Attorney Gerli explained that no council member can comment on another council members media post; ribbon cutting for the CCLAIM Academy this past Saturday; Rotary hosted a back pack stuffing today for students.

CONSENT CALENDAR

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

City Council

- 3 Council Adoption of Resolution No. 2023-108: Authorizing the City Manager to Execute a Memorandum of Understanding Between the City of Fairfield and Cities of Vallejo, Benicia, Dixon, Rio Vista, and Suisun City for the Shared Provision of Consulting Services Regarding Ambulance Subcontracting - (Lopez: bllopez@suisun.com).
- 4 Council Adoption of Resolution No. 2023-109: Approving the Debt Service Rate for the North Bay Aqueduct Bond Issue for Fiscal Year 2023-24 - (Deol: Ideol@suisun.com).

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

- 5 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 June 20, 2023, June 21, 2023, and July 18, 2023 – (Skinner: clerk@suisun.com).

Council Member Pal pulled Item #3 for clarification.

Motion by Council Member Dawson to approve Consent Calendar Items 4 & 5 and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

Item #3

Council Member Pal asked Fire Chief Lopez to explain contract. Chief Lopez explained.

PUBLIC COMMENT

George Guynn commented he was not clear on how this contract works. Hoped the Fire Department would be out of the medical business; maintenance costs and wear and tear on the fire equipment will be extremely high.

Chief explained Medic Ambulance partnership agreement.

Motion by Council Member Pal to approve Consent Calendar Item #3 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

- 6 Discussion and Direction to Staff Regarding Revisions and Updates to the City Council Norms & Procedures, and Relevant Policies and Municipal Code Sections - (City Attorney).

Discussion by council whether to proceed with this item tonight or wait until after the city manager's evaluation and the RFP that was just requested for the city attorney.

Motion by Vice Mayor Washington to move the item to after the RFP process and the city manager evaluation and seconded by Council Member Dawson. Motion passed by the following vote:

AYES: Dawson, Osum, Pal, Washington

NOES: Hernandez

ABSENT: None

REPORTS: (Informational items only)

- 7 Mayoral Update.

- 8 Non-Discussion Items.

ADJOURNMENT

There being no further business the meeting was adjourned at 7:51pm.

Anita Skinner, City Clerk

AGENDA TRANSMITTAL

MEETING DATE: August 8, 2023

CITY AGENDA ITEM: Public Hearing and Other Proceedings Related to the Formation of Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services) for the Meridian West residential development:

- a. Council Adoption of Resolution No. 2023-___: Establishing the Formation of a Community Facilities District; and
- b. Council Adoption of Resolution No. 2023-___: Calling a Special Election for a Community Facilities District; and
- c. Council Adoption of Resolution No. 2023-___: Declaring Results of a Special Landowner Election and Directing the Recording of a Special Tax Lien; and
- d. Council Introduction and Waive Reading of Ordinance No. ___: Authorizing the Levy of Special Taxes in a Community Facilities District.

FISCAL IMPACT: There would be positive impact to the General Fund from this item. Once the Community Facilities District (CFD) is formed, the Meridian West project will begin to contribute funds towards Safety Services such as police and fire, as well as towards dredging and storm drain maintenance. The formation of CFD No. 5 meets the fiscal criteria as established by Resolution No. 2005-69 Cost Recovery Policy for New Development, dated October 4, 2005. Community Facilities District No. 5 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: Ensure Good Governance and Ensure Public Safety.

BACKGROUND: New developments within the City are generally annexed into Community Facilities District No. 2 (CFD No. 2); however, this project requires additional maintenance and services that are not authorized under CFD No. 2. As such, the City has received a petition from the property owner of the Meridian project to form a new CFD to pay for the services authorized in CFD 2 (police services; fire protection services; paramedical services; services for the maintenance of parks, parkways and open space [landscaping]; and services for the maintenance of storm drains), plus two maintenance items that were not authorized under CFD No. 2 (dredging maintenance and streetlight maintenance).

STAFF REPORT: The process to form the new CFD No. 5 includes the following:

- Accept the petition by property owner requesting that the City form the district. (6/20/2023).
- Adopt a Resolution of Intention to Establish CFD No. 3. (6/20/2023)
- Record the CFD boundary map with the County Recorder. (by 7/5/2023)
- Publish a hearing notice. (by 8/1/2023)
- File a CFD Report with the City Council. (8/8/2023)
- Conduct a Public Hearing. (8/8/2023)
- Adopt a resolution forming CFD No. 5. (8/8/2023)
- Adopt a resolution calling for a special election. (8/8/2023)

- Conduct the special election. (8/8/2023)
- Adopt a resolution certifying the election results. (8/8/2023)
- Introduce an Ordinance ordering the tax levy. (8/8/2023)
- Adopt the Ordinance ordering the tax levy. (8/22/2023)
- Record the Notice of Special Tax Lien with the County Recorder. (by 8/23/2023)
- Publish the Ordinance. (by 9/6/2023)

STAFF RECOMMENDATION: It is recommended that the City Council:

- a. Adopt Resolution No. 2023-___: Establishing the Formation of a Community Facilities District; and
- b. Adopt Resolution No. 2023-___: Calling a Special Election for a Community Facilities District; and
- c. Adopt Resolution No. 2023-___: Declaring Results of a Special Landowner Election and Directing the Recording of a Special Tax Lien; and
- d. Council Introduction and Waive Reading of Ordinance No. ___: Authorizing the Levy of Special Taxes in a Community Facilities District.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-___: Establishing the Formation of a Community Facilities District.
2. Resolution No. 2023-___: Calling a Special Election for a Community Facilities District.
3. Resolution No. 2023-___: Declaring Results of a Special Landowner Election and Directing the Recording of a Special Tax Lien.
4. Council Introduction and Waive Reading of Ordinance No. ___: Authorizing the Levy of Special Taxes in a Community Facilities District.
5. CFD Report.
6. PowerPoint for Meridian.

PREPARED BY:

Amanda Dum, Management Analyst II

REVIEWED BY:

Nouae Vue, Public Works Director

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. [Resolution Establishing the Formation of a CFD.pdf](#)
2. [Resolution Calling a Special Election for a Community Facilities District.pdf](#)
3. [Resolution Declaring Results of a Special Landowner Election and Recording of a Special Tax Lien.pdf](#)
4. [Ordinance Authorizing the Levy of Special Taxes in a CFD.pdf](#)
5. [CFD Report.pdf](#)
6. [PowerPoint Presentation.pdf](#)

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF SUISUN CITY,
ESTABLISHING THE FORMATION OF A COMMUNITY FACILITIES
DISTRICT**

**CITY OF SUISUN CITY
COMMUNITY FACILITIES DISTRICT NO. 5
(PUBLIC SAFETY, MAINTENANCE & DREDGING SERVICES)**

WHEREAS, on June 20, 2023, this City Council of the City of Suisun City (the “City Council”) adopted Resolution No. 2023-77 entitled “A Resolution of the City Council of City of Suisun City, Declaring its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes” (the “Resolution of Intention”), stating its intention to form the City of Suisun City Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services) (the “District”), pursuant to the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code; hereafter referred to as the “Act”); and

WHEREAS, the Resolution of Intention, incorporating a map of the proposed boundaries of the District and stating the services to be provided, the estimated cost of providing such services, and the rate and method of apportionment of the special tax to be levied within the District to pay for the services, is on file with the City Clerk (the “Clerk”) and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

WHEREAS, under the Resolution of Intention, the Director of Finance was directed to make, or cause to be made, and file with the Clerk a report (the “Report”) in writing, presenting the services to be provided and an estimate of the reasonable cost of providing the services. The Report was prepared and submitted to the Clerk prior to the public hearing described below; and

WHEREAS, the Resolution of Intention called for a public hearing pertaining to the formation of the District and the levy of said special tax to be held on Tuesday, August 8, 2023, at 6:30 p.m. or as soon thereafter as the matter may be heard, at the meeting place of the City Council; and

WHEREAS, under the Resolution of Intention, the Clerk was directed to cause notice of said public hearing to be given by publication one time in a newspaper published in the area of the District, and the Clerk caused the publication of such notice at least seven (7) days before the date set for said public hearing; and

WHEREAS, on this date, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the District; and

1 **WHEREAS**, at the public hearing all interested persons desiring to be heard on all
2 matters pertaining to the formation of the District, the services to be provided therein and the
3 levy of such special tax were heard and a full and fair public hearing was held; and

4 **WHEREAS**, written protests with respect to the formation of the District, the furnishing
5 of specified types of services and the rate and method of apportionment of the special taxes
6 have not been filed with the Clerk by fifty percent (50%) or more of the registered voters
7 residing within the territory of the District or property owners of one-half (1/2) or more of the
8 area of land within the District and not exempt from the proposed special taxes; and

9 **WHEREAS**, the special tax proposed to be levied in the District to pay for the proposed
10 services has not been eliminated by protest by fifty percent (50%) or more of the registered
11 voters residing within the territory of the District or the owners of one-half (1/2) or more of the
12 area of land within the District and not exempt from the special taxes.

13 **NOW, THEREFORE, IT IS HEREBY RESOLVED**, as follows:

- 14 1. The foregoing recitals are true and correct.
- 15 2. The proposed special tax to be levied within the District has not been precluded
16 by majority protest pursuant to Section 53324 of the Act.
- 17 3. All prior proceedings taken by the City Council in connection with the
18 establishment of the District and the levy of the special tax have been duly considered and are
19 hereby found and determined to be valid and in conformity with the requirements of the Act.
20 The City Council has heretofore adopted Local Goals and Policies for Community Facilities
21 Districts, and the City Council hereby finds and determines that the District is in conformity
22 with said goals and policies.
- 23 4. The community facilities district designated as the "City of Suisun City,
24 Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services)" is
25 hereby established pursuant to the Act.
- 26 5. The District Report is hereby approved.
- 27 6. The boundaries of the District, as set forth in the map entitled "Map of Proposed
28 Boundaries City of Suisun City, Community Facilities District No. 5 (Public Safety,
Maintenance & Dredging Services), County of Solano, State of California" heretofore recorded
in the Solano County Recorder's Office on June 29, 2023, as Document Number
202300027716, are hereby approved, are incorporated herein by reference and shall be the
boundaries of the District.
7. The type of public services proposed to be financed by the District and pursuant
to the Act shall consist of those items shown in Exhibit A hereto and by this reference
incorporated herein (the "Services"). It is hereby found and determined that the Services are
necessary to meet the increased demands as the result of development occurring in the District.
8. Except to the extent that funds are otherwise available to the District to pay for
the Services, a special tax sufficient to pay the costs thereof, secured by the recordation of a
continuing lien against all non-exempt real property in the District, will be levied annually
within the District pursuant to the Rate and Method of Apportionment, and collected in the
same manner as ordinary ad valorem property taxes or in such other manner as the City Council
or its designee shall determine, including direct billing of the affected landowners.

1 9. The Rate and Method of Apportionment of the special tax among the parcels of
2 real property within the District, in sufficient detail to allow each landowner within the District
3 to estimate the maximum amount such owner will have to pay, is shown in Exhibit B attached
hereto and hereby incorporated herein.

4 10. The Director of Finance of the City of Suisun City, 701 Civic Center Boulevard,
5 Suisun City, California, telephone number (707) 421-7347, is the officer of the District who
6 will be responsible for preparing annually a current roll of the levy of the special tax obligations
by assessor's parcel number and who will be responsible for estimating future levies of the
Special Tax.

7 11. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of
8 the California Streets and Highways Code, a continuing lien to secure each levy of the special
tax shall attach to all nonexempt real property in the District and this lien shall continue in force
and effect until the collection of the special tax by the District ceases.

9 12. In accordance with the Act, the annual appropriations limit, as defined by
10 subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the District is
11 hereby preliminarily established at an amount equal to \$230,000 annually and such
12 appropriations limit shall be submitted to the voters of the District as hereafter provided. The
13 proposition establishing such annual appropriations limit shall become effective if approved by
the qualified electors voting thereon and shall be adjusted in accordance with the applicable
provisions of the Act and the California Constitution.

14 13. Pursuant to the provisions of the Act, the proposition of the levy of the special
15 tax and the proposition of the establishment of the appropriations limit specified above shall be
16 submitted to the qualified electors of the District at an election, the time, place and conditions
of which election shall be as specified by a separate resolution of this City Council.

17 14. This Resolution shall take effect upon its adoption.

* * * * *

18 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun
19 City duly held on Tuesday, the 8th day of August 2023, by the following vote:

20	AYES:	Councilmembers:	_____
21	NOES:	Councilmembers:	_____
	ABSENT:	Councilmembers:	_____
22	ABSTAIN:	Councilmembers:	_____

23 **WITNESS** my hand and the seal of said City this 8th day of August 2023.

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27 _____
Anita Skinner
City Clerk

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EXHIBIT A
CITY OF SUISUN CITY
COMMUNITY FACILITIES DISTRICT NO. 5
(PUBLIC SAFETY, MAINTENANCE & DREDGING SERVICES)
DESCRIPTION OF SERVICES TO BE FINANCED BY THE DISTRICT

It is intended that the District will be eligible to fund all or a portion of the direct and incidental costs of police services; fire protection services; paramedical services; services for the maintenance of parks, parkways and open space (landscaping); services for the maintenance of storm drains; dredging maintenance; and streetlight maintenance; and related appurtenances, within or adjacent to the District.

The District may fund any of the following related to the maintenance of the services described in the preceding paragraph: obtaining, constructing, reconstructing, furnishing, and operating and maintaining equipment, apparatuses or facilities related to providing the services; equipment, apparatuses, facilities, or fixtures in areas to be maintained; paying the salaries and benefits of personnel necessary or convenient to provide the services; payment of insurance costs and other related expenses; and the provision of reserves for repairs, replacements, and for the future provision of services. It is expected that the services will be provided by the City, either with its own employees or by contract with third parties, or any combination thereof. The District may also fund administrative fees of the City related to the District.

The services to be financed by the District are in addition to those provided in the territory of the District before the date of creation of the District and will not supplant services already available within that territory when the District is created.

EXHIBIT B
CITY OF SUISUN CITY
COMMUNITY FACILITIES DISTRICT NO. 5
(PUBLIC SAFETY, MAINTENANCE & DREDGING SERVICES)
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

RATE AND METHOD OF APPORTIONMENT (RMA) OF SPECIAL TAX
CITY OF SUISUN CITY
COMMUNITY FACILITIES DISTRICT NO. 5
(PUBLIC SAFETY, MAINTENANCE & DREDGING SERVICES)

A Special Tax shall be levied and collected in the City of Suisun City Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services) ("CFD 5") each Fiscal Year, in an amount determined by the application of the procedures described below. All taxable property (as defined below) in CFD 5, unless exempted by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

I. DEFINITIONS

The terms used herein shall have the following meanings:

"Accessory Dwelling Unit" or "ADU" means all Assessor's Parcels of Residential Property for which a building permit(s) has been issued for an "Accessory Dwelling Unit" as defined in California Government Code Section 65852.2(j)(1), as may be amended from time to time, that is accessory to a primary Unit. The ADU may be located on the same Assessor's Parcel as the primary Unit or on a separate Assessor's Parcel. For purposes of clarification, where an ADU and primary Unit are on the same Assessor's Parcel, the ADU located on such Assessor's Parcel is considered a separate Unit from the primary Unit on such Assessor's Parcel for purposes of the Special Tax and both Units will be taxed. Should an Assessor's Parcel contain only an ADU, such Assessor's Parcel will be taxed as an ADU Unit only.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Act of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD 5: the costs of computing the Annual Special Tax Requirement, and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the City or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any action arising from any delinquent Special Tax in CFD 5.

"Annual Services Costs" means the amounts required to fund services authorized to be funded by CFD 5.

"Annual Special Tax Requirement" means that amount with respect to CFD 5 determined by the City Council or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD 5, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

"Assessor's Data" means Units or other information contained in the records of the County Assessor for each Assessor's Parcel.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned

Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessment's Parcel by the County Assessor for purposes of identification.

"Building Permit" means a permit issued by the City for new construction of a residential building on an Assessor's Parcel.

"Building Square Feet" or "BSF" means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Building Square Feet shall be made by reference to the building permit(s) issued for such residential Unit. In the event that the building permit does not show Building Square Feet, other records of the City or Assessor's Data shall be used as determined by the CFD Administrator.

"CFD 5" means the City of Suisun City Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services), County of Solano, State of California.

"CFD Administrator" means an official of the City, or designee or agent or consultant, responsible for administering the Special Tax in accordance with this Rate and Method of Apportionment.

"City" means the City of Suisun City, County of Solano, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD 5.

"County" means the County of Solano, California.

"Developed Property" means, in any Fiscal Year, all Taxable Property in CFD 5 for which a building permit for new construction was issued by the City prior to June 1 of the preceding Fiscal Year.

"Exempt Property" means any property located within the boundaries of CFD 5 which is exempt from the Special Tax pursuant to Section V below.

"Fiscal Year" means the period from July 1st of any calendar year through June 30th of the following calendar year.

"Maximum Special Tax" means the maximum Special Tax authorized to fund the Annual Services Costs in any Fiscal Year that may apply to Taxable Property as described in Section III.

"Mixed-Use Property" means all Assessor's Parcels of Developed Property for which a Building Permit was issued for a structure that contains more than one Property Type. For an Assessor's Parcel of Mixed-Use Property, each Property Type is subject to taxation pursuant to section C below.

"Multi-Family Property" means all Assessor's Parcels of Residential Property for which a building permit(s) has been issued for a residential structure consisting of two or more Units that share common walls that do not have separate Assessor's Parcel Numbers assigned to each Unit, and are available for rental by the general public, not for sale to an end user, and under common management.

1 **"Non-Residential Property"** means all Assessor's Parcels of Developed Property with for-profit
2 commercial or industrial uses.

3 **"Property Owner's Association"** means any property owner's association. As used in this definition, a
4 Property Owner's Association includes any home-owner's association, condominium owner's
association, master or sub-association.

5 **"Property Owner's Association Property"** means any property within the boundaries of CFD 5 which is
6 (a) owned by a Property Owner's Association or (b) designated with specific boundaries and acreage on a
final subdivision map as property owner association property.

7 **"Property Type"** means any of the classes listed in Table 1.

8 **"Proportionately"** means, for Developed Property that the ratio of the Special Tax levy to the Maximum
Special Tax are equal for all Assessors' Parcels of Developed Property within CFD 5.

9 **"Public Property"** means any property within the boundaries of CFD 5 owned by, irrevocably offered or
10 dedicated to, or for which an easement for purposes of public or private road right-of-way making the
11 property unusable for any other purpose has been granted to the federal government, the State of
California, the County, the City, or any local government or other public agency.

12 **"Rate and Method of Apportionment"** means this Rate and Method of Apportionment of Special Taxes
13 for CFD 5.

14 **"Residential Property"** means all Assessor's Parcels of Developed Property for which a Building Permit
has been issued for purposes of constructing one or more residential Units.

15 **"Single Family Residential Attached Property"** means all Assessor's Parcels of Residential Property for
16 which a building permit(s) has been issued for a residential structure consisting of two or more Units that
share common walls that have separate Assessor's Parcel Numbers assigned to each Unit, may be
17 purchased by individual homebuyers, including such residential structures that meet the statutory
definition of a condominium project contained in Civil Code Section 4125, according to Assessor's Data or
18 as otherwise known by the CFD Administrator.

19 **"Single Family Residential Detached Property"** means all Assessor's Parcels of Residential Property for
20 which a building permit(s) has been issued for a residential structure consisting of one Unit that does not
share a common wall with another Unit, and may be purchased by individual homebuyers, according to
21 Assessor's Data or as otherwise known by the CFD Administrator.

22 **"Special Tax(es)"** means the amount levied in each Fiscal Year on each Assessor's Parcel of Taxable
Property to fund the Annual Special Tax Requirement.

23 **"Tax Escalation Factor"** means on July 1 of each Fiscal Year, commencing on July 1, 2023, the Maximum
24 Special Tax as shown in Section III shall be increased by a minimum of two percent (2%) to a maximum of
six percent (6%), determined by the CFD Administrator on an annual basis as needed to increase the
25 Maximum Special Tax to satisfy the Special Tax Requirement for the succeeding and future Fiscal Years.

26 **"Tax Zone"** means a mutually exclusive geographic area within which the Special Tax may be levied
27 pursuant to this Rate and Method of Apportionment. ***All the Taxable Property within CFD 5 at the time***

of its formation is within Tax Zone No. 1. Additional Tax Zones may be created when property is annexed to CFD 5, and a separate Maximum Special Tax shall be identified for property within each new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone when such Parcels are annexed to CFD 5 shall be identified by Assessor's Parcel number in the annexation documents at the time of annexation.

"Taxable Property" means all Parcels within the boundary of CFD 5 that are not Exempt Property, or exempt from the Special Tax pursuant to the Act.

"Undeveloped Property" means all Parcels within CFD 5 that are not Developed Property, Property Owner's Association Property, or Public Property.

"Unit" means (i) for Single Family Residential Detached Property, an individual single family detached residential unit, and (ii) an ADU. The number of Units assigned to each Assessor's Parcel may be determined by (i) referencing Assessor's Data, (ii) site surveys and physical unit counts, and/or (iii) other research by the CFD Administrator.

"Welfare Exempt Property" means, in any Fiscal Year, all Parcels within the boundaries of CFD 5 that (a) have been granted a welfare exemption by the County under subdivision (g) of Section 214 of the Revenue and Taxation Code indicated in the Assessor's Data finalized as of January 1 of the previous Fiscal Year, and (b) are exempt from the Special Tax pursuant to Section 53340(c) of the Act.

II. DETERMINATION OF TAXABLE PARCELS

Each Fiscal Year, the CFD Administrator shall determine the Assessor's Parcel Numbers for all Taxable Property within CFD 5 for the then-current Fiscal Year. To the extent a Parcel of Taxable Property is subdivided, consolidated, or otherwise reconfigured, the Maximum Special Tax shall be assigned to the new Assessor's Parcel Number(s) pursuant to Section III. The CFD Administrator shall also determine: (i) the Tax Zone within which each Parcel is located; (2) which Parcels are Developed Property and Undeveloped Property; (ii) the number of Units each Parcel contains; (iii) the property type, i.e., Single Family Residential Detached Property or Accessory Dwelling Unit; and (iv) the Annual Special Tax Requirement for the Fiscal Year.

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1 First. Determine the Annual Special Tax Requirement.

2 Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the
3 applicable Maximum Special Tax to satisfy the Annual Special Tax Requirement.

4 Under no circumstances will the Special Tax on any Assessor's Parcel of used for private residential
5 purposes be increased by more than 10% as a consequence of delinquency or default by the owner of
6 any other Assessor's Parcel within CFD 5.

6 **V. FORMULA FOR PREPAYMENT OF SPECIAL TAX OBLIGATIONS**

7 The Special Tax may not be prepaid.

8 **VI. EXEMPTIONS**

9 Notwithstanding any other provision of this Rate and Method of Apportionment, no Special Tax shall be
10 levied on Property Owner's Association Property, Undeveloped Property, Assessor's Parcels with public
11 or utility easements making impractical their utilization for any use other than the purposes set forth in
12 the easement, or Public Property, except as otherwise provided in Sections 53317.3, 53317.5, and 53340.1
13 of the Act.

14 No Special Tax shall be levied on any Assessor's Parcel in any Fiscal Year in which such Assessor's Parcel is
15 classified as Welfare Exempt Property.

16 **VII. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT**

17 The City reserves the right to make minor administrative and technical changes to this document that do
18 not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation
19 and application of any section of this document shall be at the City's discretion. Interpretations may be
20 made by the City Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity
21 in this Rate and Method of Apportionment.

22 **VIII. MANNER AND DURATION OF SPECIAL TAX**

23 The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem
24 property taxes, provided that the City may directly bill the Special Tax, may collect the Special Tax at a
25 different time or in a different manner if needed to meet the financial obligations of CFD 5, and may
26 collect delinquent Special Taxes through other available methods.

27 A Special Tax shall continue to be levied and collected commencing in Fiscal Year 2022/23 to the extent
28 necessary to satisfy the Annual Special Tax Requirement and shall be levied perpetually or for as long as
required to satisfy the Annual Special Tax Requirement, as determined by the City.

IX. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that
the amount or application of the Special Tax is not correct. The appeal must be filed not later than one
calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all
payments of the Special Tax. In addition, during the term of the appeal process, all Special Tax levied must
be paid on or before the payment date established when the levy was made.

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The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator’s decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, the CFD administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit the Special Tax in future years.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF SUISUN CITY,
CALLING A SPECIAL ELECTION FOR A COMMUNITY FACILITIES
DISTRICT**

WHEREAS, on June 20, 2023, this City Council of the City of Suisun City (the “City Council”) adopted Resolution No. 2023-77 entitled “A Resolution of the City Council of City of Suisun City, Establishing the Formation of a Community Facilities District” (the “Resolution of Formation”), ordering the formation of the City of Suisun City Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services) (the “District”), defining the public services (the “Services”) to be provided by the District, authorizing the levy of a special tax on property within the District and preliminarily establishing an appropriations limit for the District, all pursuant to the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code; hereafter referred to as the “Act”); and

NOW, THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. The foregoing recitals are true and correct.
2. Pursuant to the Act, the issues of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors (as defined below) of the District at an election called therefor as provided below.
3. Pursuant to Section 53326(c) of the Act, this City Council finds that, for these proceedings, the qualified electors are the landowners within the District and that the vote shall be by such landowners or their authorized representatives, each having one vote for each acre or portion thereof such landowner owns in the District as of the close of the public hearing.
4. This City Council hereby calls an election to consider the issues described in Section 2, above, which election shall be held on August 8, 2023, and the results thereof canvassed at the meeting of this City Council on August 8, 2023. The City Clerk (the "Clerk") is hereby designated as the official to conduct the election and to receive all ballots until the close of business on the election date. It is hereby acknowledged that the Clerk has on file the Resolution of Formation, a map of the boundaries of the District, and a sufficient description to allow the Clerk to determine the electors of the District. The election shall be conducted by messenger or mail-delivered ballot in accordance with the Act.

1 5. As authorized by Section 53353.5 of the Act, the issues described in Section 2
2 above shall be combined into a single ballot measure, the form of which as attached hereto as
3 Exhibit A is hereby approved. The Clerk is hereby authorized and directed to cause a ballot, in
4 substantially the form of Exhibit A, to be delivered to each of the qualified electors of the
5 District. Each ballot shall indicate the number of votes to be voted by the respective landowner
6 to which the ballot pertains. Each ballot shall be accompanied by all supplies and written
7 instructions necessary for the use and return of the ballot. The envelope to be used to return the
8 ballot shall be enclosed with the ballot, have the return postage prepaid, and contain the
9 following: (a) the name and address of the landowner, (b) a declaration, under penalty of
perjury, stating that the voter is the owner of record or authorized representative of the
landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed
name, signature and address of the voter, (d) the date of signing and place of execution of the
declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official
ballot.

10 6. This City Council hereby further finds that the provisions of Section 53326 of
11 the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation
12 to elapse before the special election are for the protection of the qualified electors of the District.
13 There is on file with the Clerk a written waiver executed by all of the qualified electors of the
14 District allowing for a shortening of the time for the special election to expedite the process of
15 formation of the District and waiving any requirement for notice, analysis and arguments in
16 connection with the election. Accordingly, this City Council finds and determines that the
qualified electors have been fully apprised of and have agreed to the shortened time for the
election and waiver of analysis and arguments, and have thereby been fully protected in these
proceedings. This City Council also finds and determines that the Clerk has concurred in the
shortened time for the election. Analysis and arguments with respect to the ballot measures are
hereby waived, as provided in Section 53327 of the Act.

17 7. If two-thirds (2/3) of the votes cast upon the question of levying such special tax
18 and establishing the appropriations limit are cast in favor of the proposition after the canvass of
19 the returns of such election, the City Council may levy such special tax within the District under
20 the Act in accordance with the approved rate and method of apportionment of special tax. Such
21 special tax may be levied only at the rate and may be apportioned only in the manner specified
in the Resolution of Formation, subject to the Act, except that the special tax may be levied at
a rate lower than that specified herein and the maximum annual tax rate may be lowered.

22 8. Under Section 50075.1 of the Government Code, the following accountability
23 provisions shall apply to the special taxes: (a) the provision of the Services and the incidental
24 costs thereof, all as defined in the Resolution of Formation, shall constitute the specific single
25 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 report as required by Section
50075.3 of the Government Code.

26 9. This Resolution shall take effect upon its adoption.

27 * * * * *

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 8th day of August 2023, by the following vote:

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

WITNESS my hand and the seal of said City this 8th day of August 2023.

Anita Skinner
City Clerk

EXHIBIT A
CITY OF SUISUN CITY
COMMUNITY FACILITIES DISTRICT NO. 5
(PUBLIC SAFETY, MAINTENANCE & DREDGING SERVICES)
OFFICIAL BALLOT
SPECIAL TAX 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, August 8, 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 estimated maximum amount of money raised annually by this measure is expected to be \$113,327, in 2022/23 special tax rates, upon full build out of the CFD, based on the rate and duration of the special tax and subject to the tax escalation factor, as set forth in the rate and method of apportionment of special taxes for the CFD.

BALLOT MEASURE: Shall the City of Suisun City be authorized to annually levy a special tax solely on lands within the Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services) (the "CFD") in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the City Council on August 8, 2023, commencing in the City's fiscal year 2023/24, to pay for the direct and incidental costs of police services; fire protection services; paramedical services; services for the maintenance of parks, parkways and open space (landscaping); services for the maintenance of storm drains; dredging maintenance; and streetlight maintenance; and related appurtenances,, the costs of the City in administering the CFD and County charges, and shall the annual appropriations limit of the CFD be established in the amount of \$230,000?

YES: _____

NO: _____

1 By execution in the space provided below, you also confirm your written waiver of the time
2 limit pertaining to the conduct of the election and any requirement for analysis and arguments
3 with respect to the ballot measure.

4 Assessor Parcel No(s): 0032-152-180

5 Acres: 7.44

6 Number of Votes: 8

7 CENTURY COMMUNITIES OF CA
8 LLC

9 By: _____

10 Name: _____

11 Its: _____

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF SUISUN CITY,
DECLARING RESULTS OF A SPECIAL LANDOWNER ELECTION
AND DIRECTING THE RECORDING OF A SPECIAL TAX LIEN**

WHEREAS, on June 20, 2023, this City Council of the City of Suisun City (the “City Council”) adopted Resolution No. 2023-77 entitled “A Resolution of the City Council of City of Suisun City, Establishing the Formation of a Community Facilities District” (the “Resolution of Formation”), ordering the formation of the City of Suisun City, Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services), (the “District”), defining the public services (the “Services”) to be provided by the District, authorizing the levy of a special tax on property within the District and preliminarily establishing an appropriations limit for the District, all pursuant to the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code; hereafter referred to as the “Act”); and

WHEREAS, under the provisions of the Resolution of Formation, and pursuant to the resolution entitled “A Resolution of the City Council of the City of Suisun City Calling a Special Election for a Community Facilities District” (the “Resolution Calling the Election”) heretofore adopted by this City Council, the propositions of the levy of the special tax and the establishment of the appropriations limit were submitted to the qualified electors of the District as required by the provisions of the Act; and

WHEREAS, pursuant to the terms of the Resolution Calling the Election, which are by this reference incorporated herein, the special election has been held and the City Clerk has on file a Canvass and Statement of Results of Election, (the “Canvass”) a copy of which is attached hereto as Exhibit A; and

WHEREAS, this City Council has been informed of the Canvass, finds it appropriate and wishes to complete its proceedings for the District.

NOW, THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. The foregoing recitals are true and correct.
2. The issues presented at the special election were the levy of a special tax within the District and the approval of an annual appropriations limit of \$230,000 all pursuant to the Resolution of Formation.
3. The City Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the District. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the District by more than two-thirds (2/3) of the votes cast at the special election.

4. Pursuant to the voter approval, the District is hereby declared to be fully formed with the authority to levy the special taxes and to have the established appropriations limit, all as heretofore provided in these proceedings and in the Act. It is hereby found that all prior proceedings and actions taken by this City Council with respect to the District were valid and in conformity with the Act.

5. The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Solano a notice of special tax lien in the form required by the Act, such recording to occur no later than fifteen (15) days following adoption of this Resolution by the City Council.

6. This Resolution shall take effect upon its adoption.

* * * * *

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 8th day of August 2023, by the following vote:

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

WITNESS my hand and the seal of said City this 8th day of August 2023.

Anita Skinner
City Clerk

EXHIBIT A

CITY OF SUISUN CITY

COMMUNITY FACILITIES DISTRICT NO. 5

(PUBLIC SAFETY, MAINTENANCE & DREDGING SERVICES)

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on August 8, 2023, I canvassed the returns of the election held on August 8, 2023, for the City of Suisun City, Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services) and the total number of ballots cast in such election and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified			
	Landowner	Votes	Votes	Votes
	<u>Votes</u>	<u>Cast</u>	<u>YES</u>	<u>NO</u>
City of Suisun City, Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services)				
Special Tax Election, August 8, 2023	<u>8</u>	<u> </u>	<u> </u>	<u> </u>

BALLOT MEASURE: Shall the City of Suisun City be authorized to annually levy a special tax solely on lands within the Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services) (the “CFD”) in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the City Council on August 8, 2023, commencing in the City’s fiscal year 2023/24, to pay for the direct and incidental costs of police services; fire protection services; paramedical services; services for the maintenance of parks, parkways and open space (landscaping); services for the maintenance of storm drains; dredging maintenance; and streetlight maintenance; and related appurtenances,, the costs of the City in administering the CFD and County charges, and shall the annual appropriations limit of the CFD be established in the amount of \$230,000?

YES: _____

NO: _____

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IN WITNESS WHEREOF, I HAVE HEREUN TO SET MY HAND on August 8, 2023.

By: _____

Anita Skinner, City Clerk

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CITY OF SUISUN CITY
COMMUNITY FACILITIES DISTRICT NO. 5
(PUBLIC SAFETY, MAINTENANCE & DREDGING SERVICES)

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

SECTION ONE: The foregoing recitals are true and correct.

SECTION TWO: By the passage of this Ordinance, the City Council hereby authorizes and levies the Special Tax within the District pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of Special Tax set forth in the Resolution of Formation, which rate and method is by this reference incorporated herein. The Special Tax is hereby levied commencing in fiscal year 2023/24 and in each fiscal year thereafter to pay for the Services for the District and all costs of administering the District, as contemplated by the Resolution of Formation and the Proceedings.

SECTION THREE: The City council is hereby further authorized each year, by resolution adopted as provided in Section 53340 of the Act, to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the District, in the manner and as provided in the Resolution of Formation.

SECTION FOUR: Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the District in excess of the maximum Special Tax specified in the Resolution of Formation.

SECTION FIVE: 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 the costs of the Services, the payment of the costs of the City of Suisun City in administering the District, and the costs of collecting and administering the Special Tax.

SECTION SIX: 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 taxes; provided, however, that the City Council may provide for other appropriate methods of collection by resolution(s) of the City Council. The Director of Finance of the City of Suisun City is hereby authorized and directed to provide all necessary information to the 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 2023/24 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City of Suisun City.

SECTION SEVEN: 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 District, by a court of competent jurisdiction, the balance of this ordinance and the application of the Special Tax to the remaining parcels within the District shall not be affected.

SECTION EIGHT: The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published immediately after its passage at least once in a newspaper of general circulation.

SECTION NINE: This Ordinance shall take effect 30 days from the date of final passage.

* * * * *

INTRODUCED at a Regular Meeting of the City Council of the City of Suisun City
duly held on Tuesday, the 8th day of August 2023, by the following vote:

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

WITNESS my hand and the seal of said City this 8th day of August 2023.

Anita Skinner
City Clerk

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun
City duly held on Tuesday, the 22nd day of August 2023, by the following vote:

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

WITNESS my hand and the seal of said City this 22nd day of August 2023.

Anita Skinner
City Clerk

CITY OF SUISUN CITY

Community Facilities District Report For:

**Community Facilities District No. 5 (Public
Safety, Maintenance & Dredging Services)**

August 8, 2023

Prepared by:



Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

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1. INTRODUCTION

The City Council (the “City Council”) of the City of Suisun City (the “City”), State of California pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), on June 20, 2023, adopted a resolution entitled “A Resolution of the City Council of City of Suisun City Declaring its Intention to Establish a Community Facilities District and to Authorized the Levy of Special Taxes” (the “Resolution of Intention”) stating its intention to form Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services) (the “CFD”). In the Resolution of Intention, the City Council ordered the Director of Finance (the “Director”) of the City to prepare a written Community Facilities District Report (the “Report”) for the CFD.

The Resolution of Intention described certain services (the “Services”) to be financed by the CFD and directed that the Report be prepared.

For particulars, reference is made to the Resolution of Intention for the CFD, as previously approved and adopted by the City.

NOW, THEREFORE, I, the Director, hereby submit the following data:

1. **DESCRIPTION OF SERVICES AND COST ESTIMATE:** A general description of the authorized Services is shown in Section 2 and hereby made a part hereof. The cost estimate for such Services, and a listing of the incidental expenses related thereto, is shown in Section 3 and hereby made a part hereof.
2. **PROPOSED BOUNDARIES OF THE CFD:** The proposed boundaries of the CFD are those properties and parcels in which special taxes may be levied to pay for the costs and expenses of the Services. The proposed boundaries of the CFD are described on the map of the CFD which is set forth in Section 4 and hereby made a part hereof.
3. **RATE AND METHOD OF APPORTIONMENT:** The Rate and Method of Apportionment for the CFD is set forth in Section 5 and hereby made a part hereof.

Dated as of _____

By: _____
Director of Finance

2. DESCRIPTION OF SERVICES

2.1 Services

It is intended that the CFD will be eligible to fund all or a portion of the direct and incidental costs of police services; fire protection services; paramedical services; services for the maintenance of parks, parkways and open space (landscaping); services for the maintenance of storm drains; dredging maintenance; and streetlight maintenance; and related appurtenances, within or adjacent to the CFD.

The CFD may fund any of the following related to the maintenance of the services described in the preceding paragraph: obtaining, constructing, reconstructing, furnishing, and operating and maintaining equipment, apparatuses or facilities related to providing the services; equipment, apparatuses, facilities, or fixtures in areas to be maintained; paying the salaries and benefits of personnel necessary or convenient to provide the services; payment of insurance costs and other related expenses; and the provision of reserves for repairs, replacements, and for the future provision of services. It is expected that the services will be provided by the City, either with its own employees or by contract with third parties, or any combination thereof. The CFD may also fund administrative fees of the City related to the CFD.

The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of creation of the CFD and will not supplant services already available within that territory when the CFD is created.

3. COST ESTIMATE

3.1 Initial Maximum Amount Proposed to be Expended – Tax Zone No. 1

The annual budget presented below represents the initial maximum costs for providing the Services.

Description	2022/23 Maximum Amount
Public Safety, Maintenance & Dredging Services Facilities Maintenance	\$107,877.11
CFD Administration	5,450.00
Total CFD Costs	\$113,327.11

3.2 Anticipated Maximum Special Tax Revenue – Tax Zone No. 1

The initial maximum special tax rates are set forth in the Rate and Method of Apportionment for the CFD. Based upon anticipated development, the anticipated initial maximum special tax revenue is as follows:

Property Type	2022/23 Maximum Special Tax Rate	Total Anticipated Maximum Special Tax Revenue
Single Family Residential Detached Property	\$1,596.16 per Unit	\$113,327.11
Total		\$113,327.11

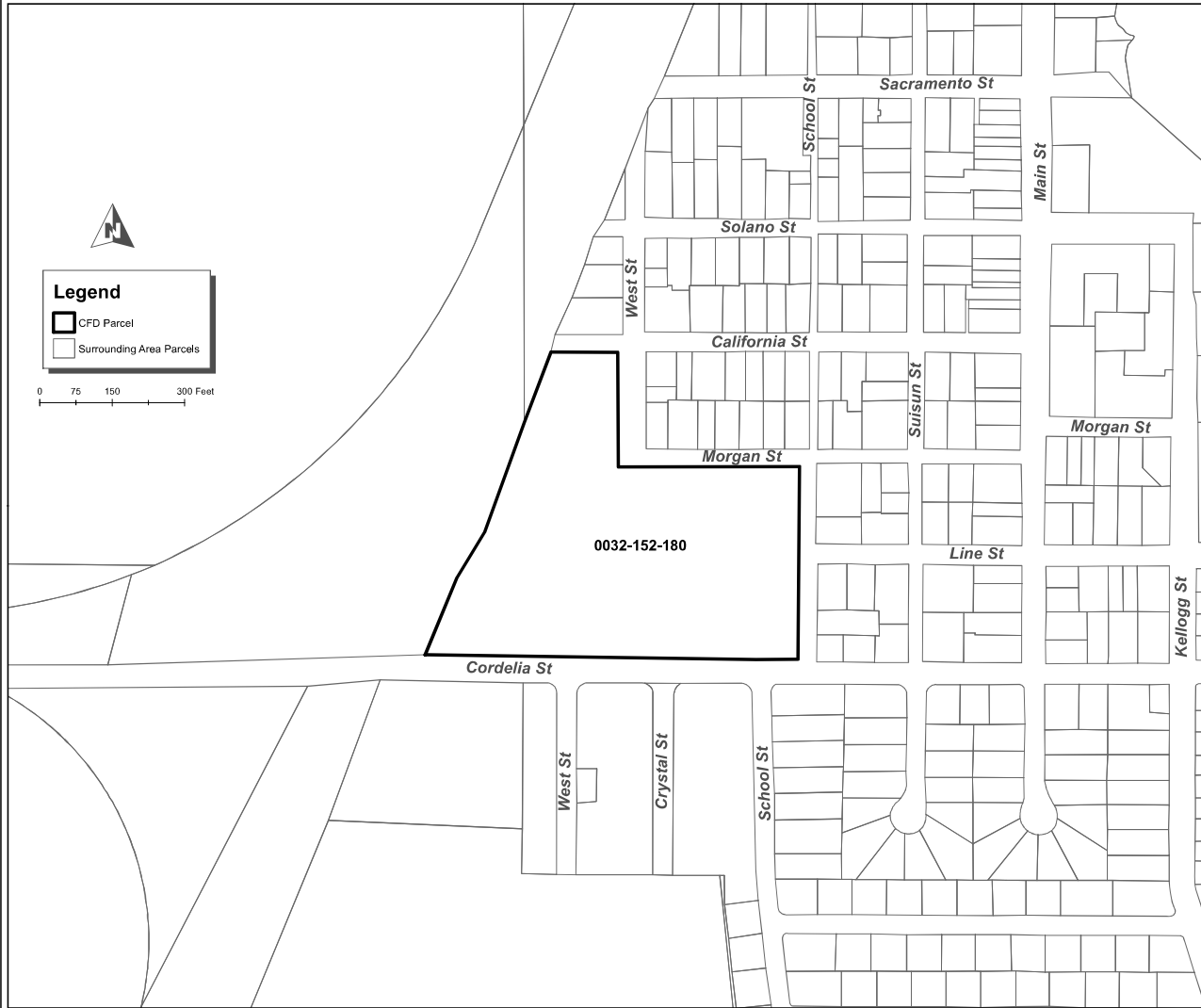
**On each July 1, commencing on July 1, 2023, the Maximum Special Tax Rate shall be increased by the Tax Escalation Factor, as defined in the RMA.*

4. PROPOSED BOUNDARIES OF THE CFD

The Boundary Map of the CFD is shown on the following page.

PROPOSED BOUNDARIES OF CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 5 (PUBLIC SAFETY, MAINTENANCE & DREDGING SERVICES)

CITY OF SUISUN CITY
COUNTY OF SOLANO
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK THIS ____ DAY OF ____, 20__.

CITY CLERK
CITY OF SUISUN CITY
SOLANO COUNTY, CALIFORNIA

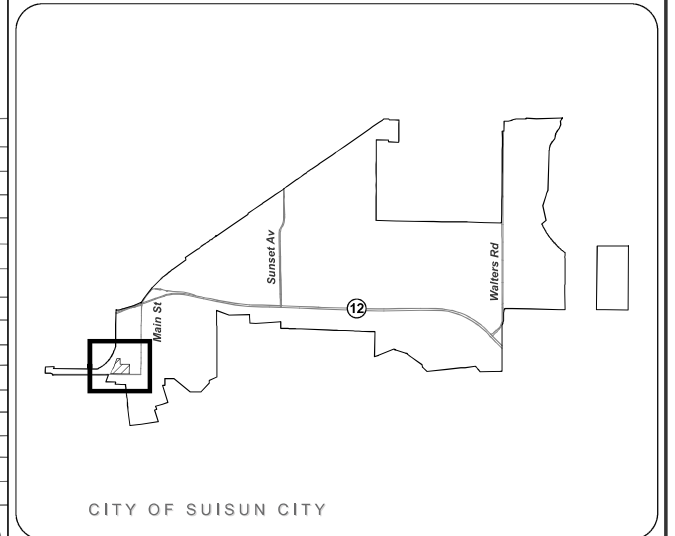
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 5 (PUBLIC SAFETY, MAINTENANCE & DREDGING SERVICES), CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____, 20__, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF SUISUN CITY
SOLANO COUNTY, CALIFORNIA

FILED THIS ____ DAY OF ____, 20__, AT THE HOUR OF ____ O'CLOCK __M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF SOLANO, CALIFORNIA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF SOLANO, STATE OF CALIFORNIA.



Source: Solano County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California II FIPS 0402 Feet



5. RATE AND METHOD OF APPORTIONMENT

The Rate and Method of Apportionment for the CFD is shown on the following pages.

**RATE AND METHOD OF APPORTIONMENT (RMA) OF SPECIAL TAX
CITY OF SUISUN CITY
COMMUNITY FACILITIES DISTRICT NO. 5
(PUBLIC SAFETY, MAINTENANCE & DREDGING SERVICES)**

A Special Tax shall be levied and collected in the City of Suisun City Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services) ("CFD 5") each Fiscal Year, in an amount determined by the application of the procedures described below. All taxable property (as defined below) in CFD 5, unless exempted by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

I. DEFINITIONS

The terms used herein shall have the following meanings:

"Accessory Dwelling Unit" or "ADU" means all Assessor's Parcels of Residential Property for which a building permit(s) has been issued for an "Accessory Dwelling Unit" as defined in California Government Code Section 65852.2(j)(1), as may be amended from time to time, that is accessory to a primary Unit. The ADU may be located on the same Assessor's Parcel as the primary Unit or on a separate Assessor's Parcel. For purposes of clarification, where an ADU and primary Unit are on the same Assessor's Parcel, the ADU located on such Assessor's Parcel is considered a separate Unit from the primary Unit on such Assessor's Parcel for purposes of the Special Tax and both Units will be taxed. Should an Assessor's Parcel contain only an ADU, such Assessor's Parcel will be taxed as an ADU Unit only.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Act of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD 5: the costs of computing the Annual Special Tax Requirement, and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the City or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any action arising from any delinquent Special Tax in CFD 5.

"Annual Services Costs" means the amounts required to fund services authorized to be funded by CFD 5.

"Annual Special Tax Requirement" means that amount with respect to CFD 5 determined by the City Council or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD 5, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

"Assessor's Data" means Units or other information contained in the records of the County Assessor for each Assessor's Parcel.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned

Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessment's Parcel by the County Assessor for purposes of identification.

"Building Permit" means a permit issued by the City for new construction of a residential building on an Assessor's Parcel.

"Building Square Feet" or "BSF" means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Building Square Feet shall be made by reference to the building permit(s) issued for such residential Unit. In the event that the building permit does not show Building Square Feet, other records of the City or Assessor's Data shall be used as determined by the CFD Administrator.

"CFD 5" means the City of Suisun City Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services), County of Solano, State of California.

"CFD Administrator" means an official of the City, or designee or agent or consultant, responsible for administering the Special Tax in accordance with this Rate and Method of Apportionment.

"City" means the City of Suisun City, County of Solano, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD 5.

"County" means the County of Solano, California.

"Developed Property" means, in any Fiscal Year, all Taxable Property in CFD 5 for which a building permit for new construction was issued by the City prior to June 1 of the preceding Fiscal Year.

"Exempt Property" means any property located within the boundaries of CFD 5 which is exempt from the Special Tax pursuant to Section V below.

"Fiscal Year" means the period from July 1st of any calendar year through June 30th of the following calendar year.

"Maximum Special Tax" means the maximum Special Tax authorized to fund the Annual Services Costs in any Fiscal Year that may apply to Taxable Property as described in Section III.

"Mixed-Use Property" means all Assessor's Parcels of Developed Property for which a Building Permit was issued for a structure that contains more than one Property Type. For an Assessor's Parcel of Mixed-Use Property, each Property Type is subject to taxation pursuant to section C below.

"Multi-Family Property" means all Assessor's Parcels of Residential Property for which a building permit(s) has been issued for a residential structure consisting of two or more Units that share common walls that do not have separate Assessor's Parcel Numbers assigned to each Unit, and are available for rental by the general public, not for sale to an end user, and under common management.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property with for-profit commercial or industrial uses.

“Property Owner’s Association” means any property owner’s association. As used in this definition, a Property Owner’s Association includes any home-owner’s association, condominium owner’s association, master or sub-association.

“Property Owner’s Association Property” means any property within the boundaries of CFD 5 which is (a) owned by a Property Owner’s Association or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property.

“Property Type” means any of the classes listed in Table 1.

“Proportionately” means, for Developed Property that the ratio of the Special Tax levy to the Maximum Special Tax are equal for all Assessors’ Parcels of Developed Property within CFD 5.

“Public Property” means any property within the boundaries of CFD 5 owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public or private road right-of-way making the property unusable for any other purpose has been granted to the federal government, the State of California, the County, the City, or any local government or other public agency.

“Rate and Method of Apportionment” means this Rate and Method of Apportionment of Special Taxes for CFD 5.

“Residential Property” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one or more residential Units.

“Single Family Residential Attached Property” means all Assessor’s Parcels of Residential Property for which a building permit(s) has been issued for a residential structure consisting of two or more Units that share common walls that have separate Assessor’s Parcel Numbers assigned to each Unit, may be purchased by individual homebuyers, including such residential structures that meet the statutory definition of a condominium project contained in Civil Code Section 4125, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“Single Family Residential Detached Property” means all Assessor’s Parcels of Residential Property for which a building permit(s) has been issued for a residential structure consisting of one Unit that does not share a common wall with another Unit, and may be purchased by individual homebuyers, according to Assessor’s Data or as otherwise known by the CFD Administrator.

“Special Tax(es)” means the amount levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Annual Special Tax Requirement.

“Tax Escalation Factor” means on July 1 of each Fiscal Year, commencing on July 1, 2023, the Maximum Special Tax as shown in Section III shall be increased by a minimum of two percent (2%) to a maximum of six percent (6%), determined by the CFD Administrator on an annual basis as needed to increase the Maximum Special Tax to satisfy the Special Tax Requirement for the succeeding and future Fiscal Years.

“Tax Zone” means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Rate and Method of Apportionment. ***All the Taxable Property within CFD 5 at the time***

of its formation is within Tax Zone No. 1. Additional Tax Zones may be created when property is annexed to CFD 5, and a separate Maximum Special Tax shall be identified for property within each new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone when such Parcels are annexed to CFD 5 shall be identified by Assessor's Parcel number in the annexation documents at the time of annexation.

"Taxable Property" means all Parcels within the boundary of CFD 5 that are not Exempt Property, or exempt from the Special Tax pursuant to the Act.

"Undeveloped Property" means all Parcels within CFD 5 that are not Developed Property, Property Owner's Association Property, or Public Property.

"Unit" means (i) for Single Family Residential Detached Property, an individual single family detached residential unit, and (ii) an ADU. The number of Units assigned to each Assessor's Parcel may be determined by (i) referencing Assessor's Data, (ii) site surveys and physical unit counts, and/or (iii) other research by the CFD Administrator.

"Welfare Exempt Property" means, in any Fiscal Year, all Parcels within the boundaries of CFD 5 that (a) have been granted a welfare exemption by the County under subdivision (g) of Section 214 of the Revenue and Taxation Code indicated in the Assessor's Data finalized as of January 1 of the previous Fiscal Year, and (b) are exempt from the Special Tax pursuant to Section 53340(c) of the Act.

II. DETERMINATION OF TAXABLE PARCELS

Each Fiscal Year, the CFD Administrator shall determine the Assessor's Parcel Numbers for all Taxable Property within CFD 5 for the then-current Fiscal Year. To the extent a Parcel of Taxable Property is subdivided, consolidated, or otherwise reconfigured, the Maximum Special Tax shall be assigned to the new Assessor's Parcel Number(s) pursuant to Section III. The CFD Administrator shall also determine: (i) the Tax Zone within which each Parcel is located; (2) which Parcels are Developed Property and Undeveloped Property; (ii) the number of Units each Parcel contains; (iii) the property type, i.e., Single Family Residential Detached Property or Accessory Dwelling Unit; and (iv) the Annual Special Tax Requirement for the Fiscal Year.

III. **MAXIMUM ANNUAL SPECIAL TAX RATES**

The Maximum Special Tax for each Assessor's Parcel of Taxable Property within Tax Zone No. 1 shall be assigned according to the table below.

TABLE 1
MAXIMUM SPECIAL TAX RATES
TAX ZONE NO. 1
FISCAL YEAR 2022/23*

Property Type	Maximum Special Tax Rate	Per
Single Family Residential Detached Property	\$1,596.16	Unit
Single Family Residential Attached Property	0.00	Unit
Multi-Family Property	0.00	Unit
Non-Residential Property	0.00	BSF
Accessory Dwelling Unit	See below	Unit
Mixed-Use Property	See below	Unit/BSF

**On each July 1, commencing on July 1, 2023, the Maximum Special Tax Rate shall be increased by the Tax Escalation Factor.*

Accessory Dwelling Unit

The Maximum Special Tax for an Accessory Dwelling Unit shall be calculated as a percentage of the Maximum Special Tax for the primary Unit the ADU is accessory to, based on Building Square Footage. For example, if a primary Unit of Single Family Residential Detached Property with 2,000 BSF has an ADU of 800 BSF, the Maximum for the ADU Special Tax in Tax Zone No. 1 shall be calculated by the following steps:

1. $800 \text{ BSF} / 2,000 \text{ BSF} = 0.40$ or 40%
2. $\$1,596.16 \text{ Maximum Special Tax per Unit} \times 40\% = \$638.46 \text{ Maximum Special Tax for such ADU}$

Mixed-Use Property

In some instances, an Assessor's Parcel of Developed Property may contain more than one Property Type. The Maximum Special Tax assigned to an Assessor's Parcel of Mixed-Use Property shall be the sum of the Maximum Special Tax for all property uses located on that Assessor's Parcel.

IV. **SPECIAL TAX - METHOD OF APPORTIONMENT**

All Taxable Property shall be subject to a Special Tax defined as follows. The Special Tax shall be levied each Fiscal Year by the CFD Administrator.

The Annual Special Tax Requirement shall be apportioned to each Parcel within CFD 5 by the method shown below.

First. Determine the Annual Special Tax Requirement.

Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the applicable Maximum Special Tax to satisfy the Annual Special Tax Requirement.

Under no circumstances will the Special Tax on any Assessor's Parcel of used for private residential purposes be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD 5.

V. FORMULA FOR PREPAYMENT OF SPECIAL TAX OBLIGATIONS

The Special Tax may not be prepaid.

VI. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment, no Special Tax shall be levied on Property Owner's Association Property, Undeveloped Property, Assessor's Parcels with public or utility easements making impractical their utilization for any use other than the purposes set forth in the easement, or Public Property, except as otherwise provided in Sections 53317.3, 53317.5, and 53340.1 of the Act.

No Special Tax shall be levied on any Assessor's Parcel in any Fiscal Year in which such Assessor's Parcel is classified as Welfare Exempt Property.

VII. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the City's discretion. Interpretations may be made by the City Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

VIII. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the City may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD 5, and may collect delinquent Special Taxes through other available methods.

A Special Tax shall continue to be levied and collected commencing in Fiscal Year 2022/23 to the extent necessary to satisfy the Annual Special Tax Requirement and shall be levied perpetually or for as long as required to satisfy the Annual Special Tax Requirement, as determined by the City.

IX. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of the Special Tax. In addition, during the term of the appeal process, all Special Tax levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, the CFD administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit the Special Tax in future years.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

Community Facilities District #5

FORMATION

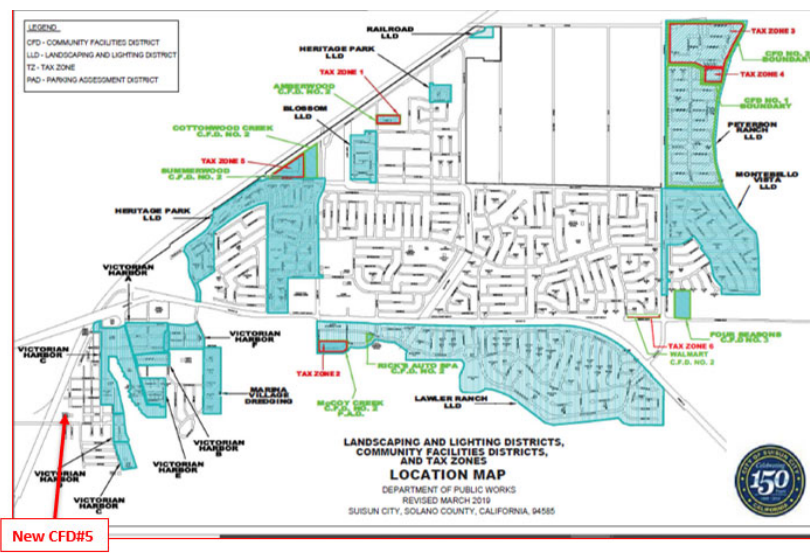
MERIDIAN SUBDIVISION

Public Hearing
August 8, 2023

1

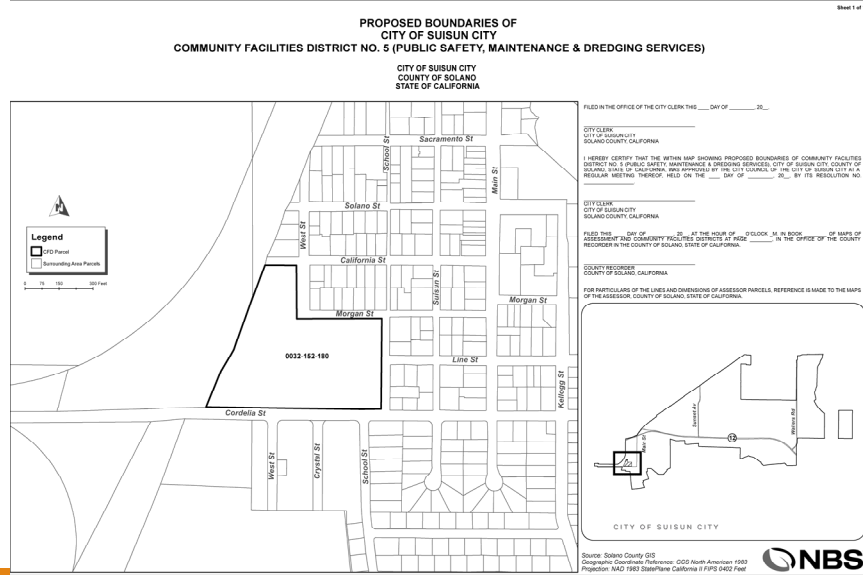
City-Wide Map of CFDs & Tax Zones & LLDs

Location of New Community Facilities District No. 5



2

Meridian Boundary Map



3

New CFD No. 5

- Formed to cover items not authorized under CFD No.2's formation documents:
 - Streetlights
 - Dredging
- Will include covering Safety Service and Administrative costs.
- Will be available for future annexations, as appropriate.

4

Staff Recommendations

It is recommended that the City Council:

- Adopt Resolution No. 2023-____: Establishing the Formation of a Community Facilities District
- Adopt Resolution No. 2023-____: Calling a Special Election for a Community Facilities District
- Adopt Resolution No. 2023-____: Declaring Results of a Special Landowner Election and Directing the Recording of a Special Tax Lien
- Introduce Ordinance No. 2023-____: Authorizing the Levy of Special Taxes in a Community Facilities District

5

Questions?

CONDUCT PUBLIC HEARING

6

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AGENDA TRANSMITTAL

MEETING DATE: August 8, 2023

CITY AGENDA ITEM: Public Hearing and Other Proceedings Related to Annexation No. 17 to Community Facilities District No. 2 (Municipal Services), for the Tractor Supply Co. 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 Communities Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

FISCAL IMPACT: There would be positive impact to the General Fund from this item. Once the project is annexed into the Community Facilities District (CFD), it will begin to contribute funds towards Public Safety Services such as Police and Fire. The annexation of the Tractor Supply Co. project into CFD 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 No. 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 Tractor Supply Co. project conditions of approval, the developer is required to mitigate the impact on City Safety Services due to the new development. In accordance with the development conditions imposed on development projects, the landowner is annexing to Community Facilities District No. 2 to offset municipal service costs for police, fire, paramedics.

As the first step in the annexation process, the Resolution of Intention was brought before Council and approved at the June 20, 2023, Council Meeting.

STAFF REPORT: The next steps in the legislative process for annexation of the Tractor Supply Co. project into Community Facilities District No. 2 include conducting the Public Hearing. This is one of the Public Hearings 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 August 22, 2023, meeting.

STAFF RECOMMENDATION: It is recommended that the City Council:

- 1. Adopt Resolution No. 2023-____: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
- 2. 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

3. Council Introduction and Waive Reading of Ordinance No. ____: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

DOCUMENTS ATTACHED:

1. Council Resolution No. 2023-____: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors.
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.
3. Council Introduction and Waive Reading of Ordinance No. ____: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.
4. District Boundary Map.
5. PowerPoint Presentation.

PREPARED BY:

Amanda Dum, Management Analyst II

REVIEWED BY:

Nouae Vue, Public Works Director

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1. [Resolution Submitting Annexation of Territory and Levy of Special Taxes.pdf](#)
2. [Resolution Declaring Results of Special Annexation Election, Determining Validity, and Directing Recording of Amended Notice.pdf](#)
3. [Ordinance Levying Special Tax Within City of Suisun City CFD No. 2.pdf](#)
4. [District Boundary Map.pdf](#)
5. [PowerPoint Presentation.pdf](#)

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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, August 8, 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.

* * * * *

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun
City duly held on Tuesday, the 8th day of August 2023 by the following vote:

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

WITNESS my hand and the seal of said City this 8th day of August 2023.

Anita Skinner
City Clerk

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EXHIBIT A
CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)
Annexation No. 17 (Tractor Supply Co.)
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, August 8, 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 \$22,579.76 in 2023/24 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. 17 (Tractor Supply Co) 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 August 8, 2023? The effectiveness of this Ballot Measure No. 1 is contingent upon the passage of Ballot Measure No. 2.*

YES: _____

NO: _____

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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 June 20, 2023? The effectiveness of this Ballot Measure No. 2 is contingent upon the passage of Ballot Measure No. 1.*

YES: _____

NO: _____

By execution in the space provided below, you also confirm your written waiver of the time limit pertaining to the conduct of the election and any requirement for analysis and arguments with respect to the ballot measure.

Assessor Parcel No(s).: 0173-390-190
Acres: 3.17
Number of Votes: 4
YUBA INVESTMENTS -- E. ST. L.P.
By:
Name:
Its: _____

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6. Amendment to Notice of Lien. Within 15 days of the date of this Resolution, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Solano an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

7. Effective. This resolution shall take effect upon its adoption.

✿ ✿ ✿ ✿ ✿ ✿

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 8th day of August 2023, by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers: _____

ABSENT: Councilmembers:

ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this 8th day of August 2023.

Anita Skinner
City Clerk

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EXHIBIT A
CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)

Annexation No. 17 (Tractor Supply Co.)

CANVASS AND STATEMENT OF RESULT OF ELECTION

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

BALLOT MEASURE NO. 1: *Shall the City of Suisun City, by and for its Community Facilities District No. 2 (Municipal Services) (the "CFD"), be authorized to annex Annexation No. 17 (Tractor Supply Co) 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 August 8, 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
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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 June 20, 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
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IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this __ day of _____, 2023.

CITY OF SUISUN CITY

By: _____
Anita Skinner, City Clerk

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1 event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum
2 Special Tax specified in the Rate and Method.

3 **SECTION FOUR:** All of the collections of the Special Tax shall be used as provided in the
4 Act and in the Resolution of Formation, including, but not limited to, the payment of costs of
the Services, the payment of the costs of the City in administering the CFD, and the costs of
collecting and administering the Special Tax.

5 **SECTION FIVE:** The Special Tax shall be collected in the same manner as ordinary ad
6 valorem taxes are collected and shall have the same lien priority, and be subject to the same
7 penalties and the same procedure and sale in cases of delinquency as provided for ad valorem
8 taxes; provided, however, that the Council may provide for other appropriate methods of
9 collection by resolution(s) of the Council. The City Manager of the City (or the City Manager's
10 designee) is hereby authorized and directed to provide all necessary information to the
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 2023-24 and for each fiscal year thereafter, as set forth above,
until no longer required to pay for the Services or until otherwise terminated by the City.

11 **SECTION SIX:** If for any reason any portion of this Ordinance is found to be invalid, or if the
12 Special Tax is found inapplicable to any particular parcel within the CFD, including all territory
13 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
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
16 circulation circulated in the City.

17 **SECTION EIGHT:** This Council affirms the provisions of Ordinance No. 684 except to the
18 extent any terms of such Ordinance are inconsistent with the provisions of this Ordinance, in
which case the terms of this Ordinance shall govern.

19 **SECTION NINE:** This Ordinance shall become effective (30) days following its passage and
20 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.

21 * * * * *

INTRODUCED at a Regular Meeting of the City Council of the City of Suisun City
duly held on Tuesday, the 8th day of August 2023, by the following vote:

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

WITNESS my hand and the seal of said City this 8th day of August 2023.

Anita Skinner
City Clerk

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun
City duly held on Tuesday, the 22nd day of August 2023, by the following vote:

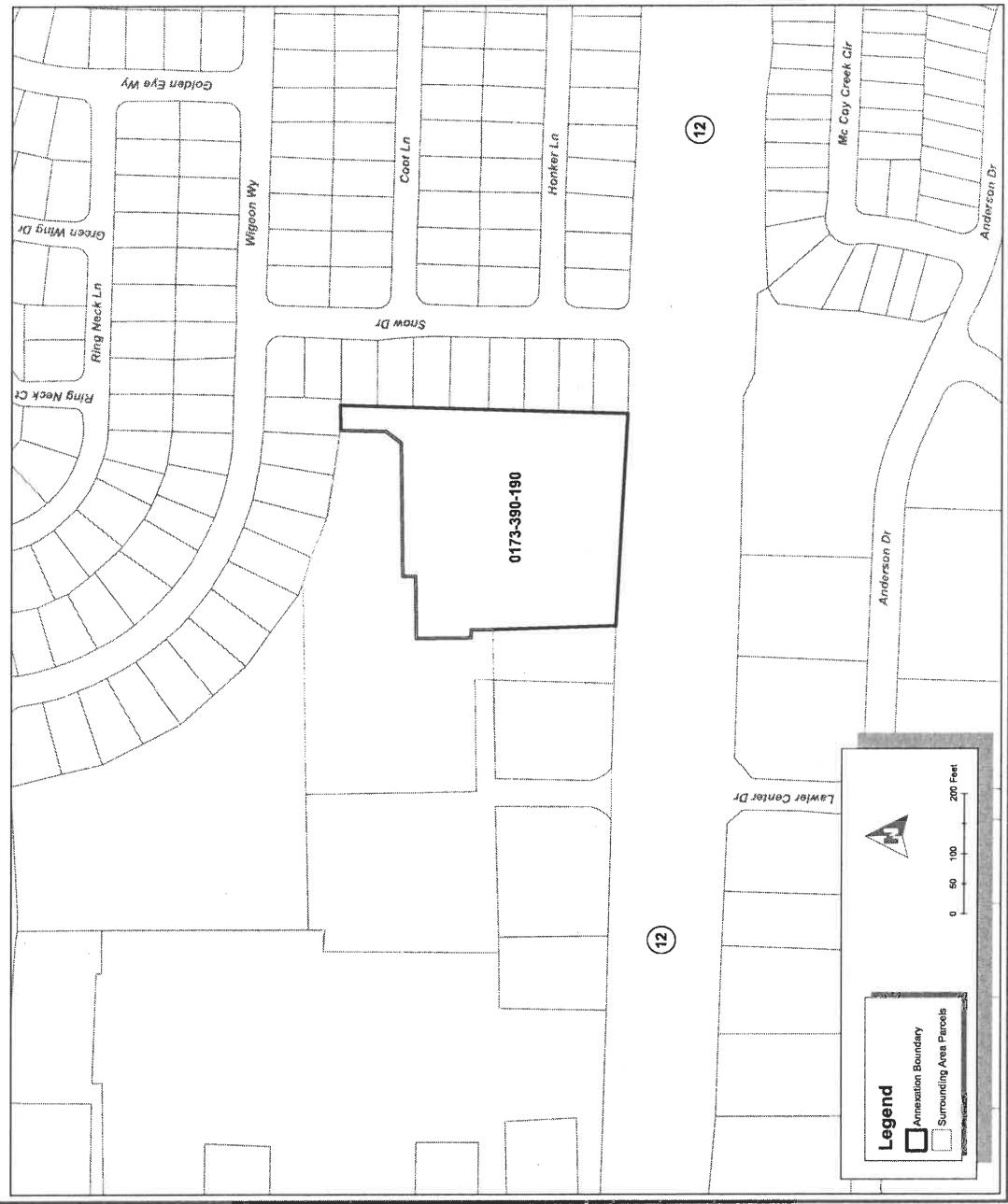
AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this 22nd day of August 2023.

Anita Skinner
City Clerk

Annexation Map No. 17 of City of Suisun City Community Facilities District No. 2 (Municipal Services)

COUNTY OF SOLANO
STATE OF CALIFORNIA



REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF CITY OF SUI SUN CITY, COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA," FILED THE 27TH DAY OF OCTOBER, 2005, AT THE HOUR OF IN BOOK 23 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 60 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SOLANO, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

1. FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SUI SUN CITY THIS ____ DAY OF ____, 20__.

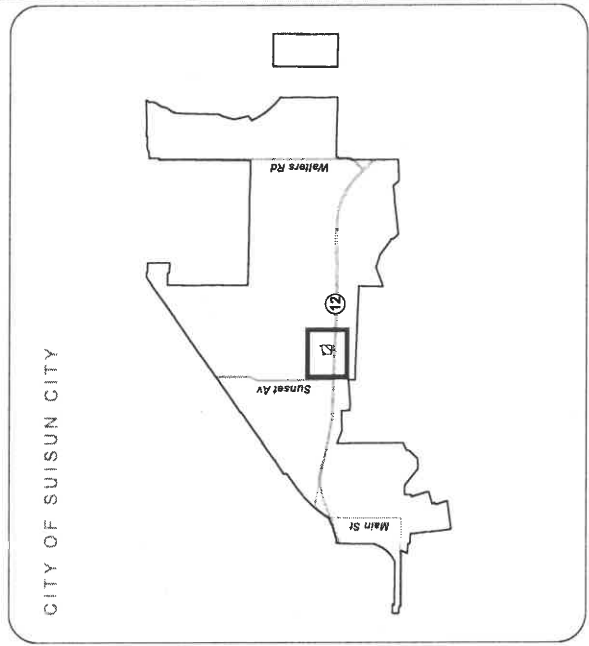
CITY CLERK

2. I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 17 TO CITY OF SUI SUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF SUI SUN CITY, AT A MEETING THEREOF, HELD ON THE ____ DAY OF ____, 20__, BY ITS RESOLUTION NO. ____.

CITY CLERK

3. FILED THIS ____ DAY OF ____, 20__, AT THE HOUR OF ____ O'CLOCK ____, M., IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA.

COUNTY RECORDER,
COUNTY OF SOLANO



Source: Solano County GIS
Geographic Coordinate Reference: CCS North American 1983
Projection: NAD 1983 StatePlane California II FIPS 5402 Feet



Public Hearing
August 8, 2023

LEGEND

C.F.D. - COMMUNITY FACILITIES DISTRICT
 LLD - LANDSCAPING AND LIGHTING DISTRICT
 TZ - TAX ZONE
 P.A.D. - PARKING ASSESSMENT DISTRICT

Map Labels:

- HERITAGE PARK LLD
- COTTONWOOD CREEK C.F.D. NO. 2
- BLOSSOM LLD
- TAX ZONE 1
- TAX ZONE 2
- SUMMERWOOD C.F.D. NO. 2
- RAILROAD LLD
- TRACTOR SUPPLY CO.
- PETERSON LLD
- MONTEPELO LLD
- FOUR SEASONS C.F.D. NO. 3
- TAX ZONE 4
- WILLOW LLD
- TAX ZONE 5
- WILLOW CREEK C.F.D. NO. 2
- MEADOW CREEK C.F.D. NO. 2
- LAWLER RANCH LLD
- HERITAGE PARK LLD
- VICTORIA HARBOR
- VICTORIA HARBOR C
- VICTORIA HARBOR D
- VICTORIA HARBOR E
- VICTORIA HARBOR F
- MAJESTIC VILLAGES (RESIDENCES)

LANDSCAPING AND LIGHTING DISTRICTS, COMMUNITY FACILITIES DISTRICTS, AND TAX ZONES

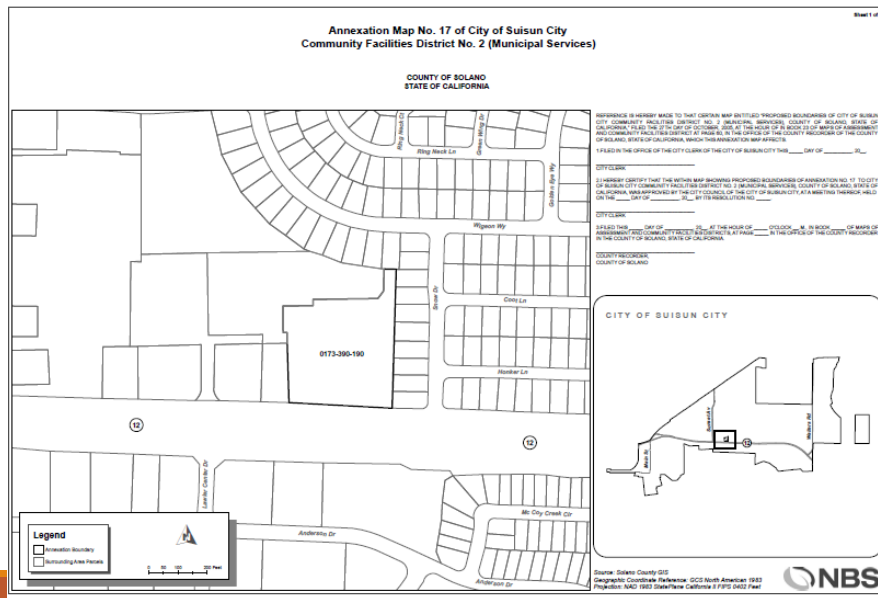
MAP

DEPARTMENT OF PUBLIC WORKS
 REVISED MARCH 2019
 SUISUN CITY, SOLANO COUNTY, CALIFORNIA, 94585

150
 YEARS
 1849-2019

338

Tractor Supply Co. Boundary Map



3

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.

4

Questions?

CONDUCT PUBLIC HEARING

AGENDA TRANSMITTAL

MEETING DATE: August 8, 2023

CITY AGENDA ITEM: Discussion and Direction on Recreation, Parks, Marina, and Arts (RPMA) Commission Event.

FISCAL IMPACT: None at this time.

STRATEGIC PLAN: Ensure Good Government.

BACKGROUND: In 2022, RPMA coordinated the first "I Heart Suisun" event at the Joseph Nelson Community Center. The event was a great success and RPMA has the desire to duplicate that event in the future. This event was not planned and so it was not included in the annual special events approval by both RPMA and the City Council.

STAFF REPORT:

Staff is seeking Council direction for three potential options:

1. Allow RPMA to utilize city letterhead in requesting sponsorship for the event. Sponsorship could be in the form of monetary or physical items support. The city would need to create an account for funds to be accepted and spent from for accounting purposes.
2. Seek a non-profit to partner with that would act as the fiscal agent for the RPMA and provide the accounting services. The non-profit could charge a fiscal agent fee, typically 5%-10%.
3. The City Council could allocate general fund money to support this community event. The estimated cost to operate would be \$5,000. These funds would be used to pay for performers, permits, marketing, and artist materials.

STAFF RECOMMENDATION: Discuss the proposed options and give direction to staff on one of these options or some other option as determined by Council.

DOCUMENTS ATTACHED: NONE

PREPARED BY:

Kris Lofthus, Deputy City Manager

REVIEWED BY:

Greg Folsom, City Manager

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

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AGENDA TRANSMITTAL

MEETING DATE: August 8, 2023

CITY AGENDA ITEM: Discussion and Direction Regarding City Attorney Services.

FISCAL IMPACT: There would be no impact to the General Fund from this action.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: Aleshire & Wynder, LLP (A&W) has been the firm representing Suisun City as City Attorney since 2009. A&W was selected after a Request for Proposal (RFP) process. A&W has worked with the city on many challenging issues over the past 14 years, including a lawsuit against the YMCA where the city prevailed and was awarded approximately \$800,000; the dissolution of Redevelopment and litigation with the state; litigation with a developer over the control of multiple Successor Agency properties in the downtown area; the drafting of Measure S; challenges with the Holiday Inn project; issues related to Covid; and complex labor negotiations, just to name a few.

STAFF REPORT: The job of the City Attorney is to advise city officials in all legal matters. The City Attorney's Office handles a multitude of types of issues because the management of a city is very complex. Some examples of matters handled by the City Attorney's Office include:

1. Legal Advice: The city attorney advises the city's elected officials, administrative staff, and various departments on legal matters. This may include interpreting local, state, and federal laws, regulations, and ordinances to ensure the city's actions and policies are in compliance with the law.
2. Drafting and Reviewing Documents: The city attorney is responsible for drafting and reviewing legal documents, such as contracts, ordinances, resolutions, and other legal agreements entered into by the city.
3. Litigation: If the city becomes involved in legal disputes, the city attorney represents the city's interests in court. This may include defending the city against lawsuits or initiating legal actions on behalf of the city.
4. Code Enforcement: The city attorney may be involved in enforcing local codes and ordinances. This could involve prosecuting violations and working with other city officials, such as code enforcement officers, public nuisance abatement, and seeking appointment of a receiver.
5. Land Use and Zoning: City attorneys often play a role in land use and zoning matters. They may advise on zoning regulations, participate in planning and zoning meetings, help with California Environmental Quality Act (CEQA) compliance, and help draft zoning ordinances, including navigating the ever increasing laws that seek to remove roadblocks to the construction of housing.
6. Public Meetings: The city attorney may attend city council meetings and other public meetings to provide legal guidance and ensure compliance with open meeting laws.
7. Employment Law: City attorneys may handle employment-related legal matters, such as advising on labor laws, labor negotiations, employee contracts, and handling employment disputes.
8. Public Records and Open Government: They may be responsible for ensuring compliance with public records laws and open government requirements, including providing access to public records and responding to public records requests, including managing redactions, as necessary.

9. Ethics and Conflict of Interest: City attorneys often advise on ethical matters and potential conflicts of interest for city officials and employees.
10. Legislation: In some cases, city attorneys may assist in the drafting and review of proposed legislation or ballot measures and work with elected officials on policy matters.
11. Criminal Procedure Law: City attorneys must respond to Pitchess motions. A Pitchess motion is a legal motion used in criminal cases in California to discover and obtain certain confidential personnel records of law enforcement officers involved in a case. The response to a Pitchess motion by the city attorney involves managing the disclosure or non-disclosure of relevant personnel records.

The City Attorney's Office is a necessary part of providing good governance for the city. The hiring of the City Attorney, or a City Attorney firm, is completely within the purview of the City Council.

Cities' legal budget can vary widely based on the size of the city but primarily based on the amount and type of work required by a city at any given moment – these budgets can also fluctuate over time. By way of example, the FY 2022-24 annual legal budgets of some of our neighbors (rounded): Benicia (pop. 29,000) \$1,000,000; Fairfield (pop. 120,000) \$775,000; Rio Vista (pop. 10,000) \$320,000; Woodland (pop. 62,000) \$450,000.

It was requested at the July 25th City Council meeting that a discussion regarding whether to put the City Attorney contract up for an RFP be placed on the agenda. Staff requests that the City Council discuss this topic and provide direction to staff.

STAFF RECOMMENDATION: It is recommended that the City Council discuss this topic and provide direction to staff.

DOCUMENTS ATTACHED: NONE

PREPARED BY:

Greg Folsom, City Manager

ATTACHMENTS:

NONE



SUISUN CITY MAYOR INFORMATIONAL REPORT

AUGUST 8, 2023

REGIONAL BOARDS / COMMISSIONS / COMMITTEES:

Solano Transportation Authority Board Member (STA)
Solano County Water Agency Board Member (SCWA)
Capitol Corridor Joint Powers Authority (CCJPA)
✓ SolTrans Board of Directors
Local Agency Formation Commissioner (Alternate) (LAFCO)
CAP2 Solano JPA (Solano Regional Homelessness Board)
Solano Economic Development Center Board Member
Solano County Mayor's Committee
City-County Coordinating Committee

Suisun City Committees / Ad-Hoc:

Suisun-Solano Water Authority Executive Committee
Fairfield-Suisun Sewer District Executive Committee
✓ Fairfield-Suisun Sewer District Board
✓ Suisun City Environment and Climate Committee Chair
Suisun City / Fairfield-Suisun Unified School District Joint Advisory Committee
30 Acre Parcel Highway 12 and Marina Mixed Use Ad-Hoc Committee
City Manager Evaluation 2023 Ad-Hoc Committee
Suisun City Economic Vitality Ad-Hoc Committee

Other:

- ✓ Solano Bayshore Resiliency Roundtable
- ✓ Solano EDC/BayREN
- ✓ CLLAIMM Academy and Childcare Ribbon Cutting
- ✓ Travis Air Force Base Civic Leaders Breakfast
- ✓ Northern Solano County Realtors Association Salute to Local Government
- ✓ Travis Air Force Base KC-46 Arrival Ceremony
- ✓ Suisun City Farmers Market Ribbon Cutting

Solano Bayshore Resiliency Roundtable (July 13, 2023)

- Met with community leaders whose cities border the San Francisco Bay in Solano County.
- Meeting was coordinated by Emily Corwin at Fairfield-Suisun Sewer District
- Guest speaker was the Army Corps of Engineers to share information on their new thinking on engineering designs to address sea level rise, specifically ecotone levees.
- Ecotone Levees are gentle slopes bayward of flood risk management levees and landward of a tidal marsh. They connect the levee to the marsh surface and can provide high quality transition zone habitat when vegetated with appropriate native plants.

SolTrans Board Meeting (July 20, 2023)

- SolTrans will be implementing service changes on the Solano Express Blue Line starting Sunday, August 7th. The Blue Line service to Sacramento and Vaca Valley stops will discontinue. The Davis campus stop will move to the Mondavi Center for better connections to Yolo Bus and Unitrans.

- No route changes will affect the Red or Green Line.
- The Blue, Red, and Green Lines are all accessible at the Suisun/Fairfield Amtrak Station. For full schedule details visit www.soltrans.org

Solano EDC / BayREN (July 21, 2023)

- Provided Mayor welcome remarks to the Bay Area Regional Energy Network Board (BayREN), which hosted its board meeting at Rush Ranch located in Suisun City.
- The California Public Utilities Commission has approved the BayREN business plan for the next 8 years and a 4-year budget of \$171 million to bolster energy efficiency and electrification efforts.
- BayREN has a critical focus area in designing programs that provide value for underserved populations. Two existing programs -Single Family (Home+) and Bay Area Multifamily Building Enhancements (BAMBE)- will continue to be focused on equity and will be joined by two new programs including the BayREN Refrigerant Replacement Program (BRRR) and Climate Careers.
- Learn more about BayREN at www.bayren.org

CLLAIMM Academy Ribbon Cutting (July 22, 2023)

- Attended the CLLAIMM Academy and Childcare Center Red Ribbon Cutting.
- In attendance were Mayor Hernandez, Councilmember Dawson, Councilmember Pal, and Councilmember Osum, as well as members of the Suisun City Fire Department.
- Tours of the childcare facility were provided to interested families and they had the opportunity to sign-up on the same day as well as learn about their faith based childcare services.
- The childcare facility will be available to provide Day Shift regular hours (7am-6pm), Preschool hours (7am-3:30pm), Full Time (16+hrs) or Part Time (15.75 or less) hours, Extended Morning Hours (5:30am-7am) and Swing Shift hours (3pm-8pm).
- For more information visit www.clclaimmacademy.com

FSSD Special Meeting and Regular Board Meeting (July 24, 2023)

- The board members of the Fairfield-Suisun Sewer District (FSSD) attended a special meeting to receive a tour of Lystek, a leader in biosolids and organics management. For Suisun City, in attendance were Mayor Hernandez, Vice Mayor Washington, Councilmember Dawson, and Councilmember Osum.
- Lystek partners with municipalities, wastewater treatment plants, and private sector customer to enhance operations and recover resources from biosolids and similar organic feedstock.
- They have global operations with a location on the Fairfield-Suisun Sewer District campus. They serve farmers in Solano County and throughout Northern California and provide. They use biosolids collected by FSSD and offer a full-cycle resource recovery including Class A LysteGro Fertilizer, LysteMize Digester Enhancement, and LysteCarb Alternative Carbon Source for BNR systems.
- The regular board meeting included an overview of the Lystek Public-Private Partnership, the adoption of the 2023 Pay Rate Schedule, and a presentation of the Quarterly Investment Report.

Environment and Climate Committee (July 26, 2023)

- The Environment and Climate Committee met to receive training on the California Environmental Quality Act (CEQA) and Environmental Impact Reports (EIR's). The training and overview were provided by Development Director Bermudez and Principal Planner Kerns.
- The Committee was provided a general overview of The Nature Conservancy Community Resiliency Workshop Findings. This document stems from the work that was previously completed by The Nature Conservancy and community stakeholders. The Committee will be using the findings to create an action plan for their 2023 priorities. The Committee will be studying the document and returning for the August Committee meeting to begin working on action plans.

Travis Air Force Base (TAFB) Civic Leaders Breakfast (July 27, 2023)

- Attended the TAFB Civic Leaders Breakfast to attain TAFB updates which include:
 - Resiliency Table Tops were completed with TAFB leaders and staff from surrounding cities (including Suisun City)
 - School Districts have been supporting TAFB families with school registrations by being on-site on rotating days to help register students, including the Fairfield-Suisun Unified School District.
 - A Community Champions Program is coming soon and more information will be available on how people can volunteer to support program.
- Mayor provided Suisun City updates regarding new housing developments including the The Lawler Apartments and a discounted military rate for 2023. Also provided updates regarding a new childcare facility that had a recent ribbon cutting. Provided information on how TAFB families could access services.

NSCAR Salute to Local Government (July 27, 2023)

- Attended the Northern Solano County Association of Realtors Salute to Local Government event. In attendance were Mayor Hernandez, Councilmember Dawson, and Councilmember Pal.
- Was able to share with realtors information regarding Suisun City housing development.
- NSCAR shared the following information for June 2023:
 - Suisun City active listings were 22.
 - Home sales were 16.
 - The median price was \$560K.
 - Median days on the market were 43.
 - Sales to list price % were 100.6%
 - % of active listings with reduced prices were 40.9%

Travis Air Force Base KC-46 Arrival Ceremony (July 28, 2023)

- Attended the TAFB KC-46 Pegasus Arrival Ceremony representing Suisun City.
- The KC-46 Pegasus is the new era of aerial refueling to the TAFB fleet.
- To date, Travis Air Force Base has executed 23 major military construction projects and multiple alterations to preexisting facilities to assure the successful integration of the KC-46 tankers assigned to Travis.

- The KC-46 enhances TAFB's ability to provide rapid global mobility to combatant commanders, fellow military services and allies and partners around the world.

Suisun Farmers Market Red Ribbon Cutting (July 29, 2023)

- The official Red Ribbon cutting for the Suisun City Farmers Market took place on the Sheldon Plaza.
- The official ceremony including members of the Fairfield-Suisun Chamber of Commerce, community members, and distinguished guests including Assemblymember Wilson, Mayor Hernandez, Vice Mayor Washington, Councilmember Dawson, Councilmember Pal, Councilmember Osum and various commissioners and committee members.
- The Fairfield-Suisun Chamber of Commerce will be hosting the farmers market every Saturday from 9am -1pm through October.