

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



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, DECEMBER 5, 2023
5:00 PM**

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

**5:00 P.M. CLOSED SESSION
6:30 P.M. REGULAR MEETING**

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

ZOOM MEETING INFORMATION:

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

MEETING ID: 833 1021 1630

CALL IN PHONE NUMBER: (707) 438-1720

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

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

(Next Ord. No. – 809)

(Next City Council Res. No. 2023 – 151)

Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 06)

(Next Housing Authority Res. No. HA2023 – 05)

5:00 P.M. CLOSED SESSION

CALL TO ORDER

Mayor Hernandez

ROLL CALL

Council /Board Members

CONFLICT OF INTEREST NOTIFICATION

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

PUBLIC COMMENT CLOSED SESSION

(In accordance with Section 54956(a), public comments are limited to items on this closed session agenda, and 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 comment period.)

CLOSED SESSION

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

- 1 CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6
Agency negotiator: Interim City Manager
Employee organizations:
Unrepresented Employees.
- 2 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of Subdivision (d) of Government Code Section 54956.9: (One case).
- 3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8)
Real Property Identified by a Portion of Assessor's Parcel Number 0032-180-580, Mike Day Park
Negotiating Party: City Manager
Parties Negotiating With: Ashria LLC
Under Negotiations: Terms and payment.
- 4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8)
Property: APN 0032-474-230, an approximately 3,920 square foot driveway adjacent to Mt. Calvary Baptist Church, 601 Whispering Bay Lane
Agency negotiator: City Attorney, Interim City Manager, and/or John Kearns, Principal Planner
Negotiating parties: Abdul Esmail, Architect on behalf of Mt. Calvary Baptist Church
Under negotiation: Discussion of terms and conditions based on the Church's request to acquire the parcel from the City.

RECESS TO CLOSED SESSION (City Manager Conference Room, City Hall)

6:30 P.M. RECONVENE OPEN SESSION

CALL TO ORDER.

Mayor Hernandez

ROLL CALL

Council / Board Members

PLEDGE OF ALLEGIANCE

INVOCATION

CLOSED SESSION REPORT

Announcement of Actions Taken, if any in Closed Session.

APPROVAL OF REORDERING OF AGENDA

CONFLICT OF INTEREST NOTIFICATION.

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

REPORTS (Informational items only.)

- 5 Interim City Manager Update - (Roth: aroth@suisun.com).
- 6 City Attorney Report - (Taylor/Andrews).

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.)

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 7 Mayoral and Councilmember Appointments to the Environment & Climate Advisory Committee.
- 8 Mayoral Appointment to the Citywide Beautification Community Advisory Committee.
- 9 Housing Programs Update - (Goltiao: jgoltiao@suisun.com).
- 10 Informational Update on the Traffic Safety Committee Accomplishments and On-going Work for the 2023 Calendar Year - (Vue: nvue@suisun.com).

COUNCIL COMMENTS

- 11 Council/Board Member Updates.

CONSENT CALENDAR

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

City Council

- 12 Council Adoption of Resolution No. 2023-___: Authorizing the Interim City Manager to execute a service contract agreement with Axon Enterprises, Inc., for body worn cameras, TASER devices, and evidence storage for the Suisun City Police Department - (Healy: dhealy@suisun.com).
- 13 Council Adoption of Resolution No. 2023-___: Authorizing the Interim City Manager to Execute a Joint Exercise of Powers Agreement (JEPA) Between the City of Fairfield Fire Department and the Fire Departments for the Cities of Vallejo, Benicia, Dixon, Rio Vista, And Suisun City for the Shared Provision of Consulting Services Regarding Ambulance Subcontracting - (Lopez: bllopez@suisun.com).
- 14 Council Adoption of Resolution No. 2023-___: Approving the Appointment of one Representative and one Alternate to the Technical Advisory Committee (TAC) for the Community Action Partnership (CAP) of Solano Joint Powers Authority (JPA) - (Lofthus: klofthus@suisun.com).
- 15 Suisun City Municipal Code Update – (City Attorney):
 - a. Council Adoption of Ordinance No. 808: An Ordinance of the City Council of the City of Suisun City, California, Repealing Chapter 1.16 (Administrative Compliance Orders) and Amending Chapter 1.20 (Administrative Citations) to Title 1 (General Provisions); and Amending Sections 1.08.030, 5.04.460, 5.16.240, 6.07.040(B), 8.040.050(U), 8.10.150(E), 9.16.010(F), 9.21.040, 9.28.080(B), 12.12.090, 12.12.050, 12.32.120, 15.04.090, and 21.08.020(A) of the Suisun City Municipal Code; and
 - b. Council Adoption of Resolution 2023-___: Resolution of the City Council of the City of Suisun City, California, Establishing the Administrative Penalty Schedule for Violations of the Suisun City Municipal Code.
- 16 Council Adoption of Resolution No. 2023-___ Amending the Citywide Salary Schedule to Implement a 5% Wage Adjustment for Police Sergeant, Update the Salary Range for City Manager, Correct the Approximate Monthly Salary Published for Battalion Chief, Fire Engineer and Fire Captain Classifications, and Denote Flexibly Staffed Classifications - (Penland: cpenland@suisun.com).
- 17 Council Adoption of Resolution No. 2023-___ - Approving the First Amendment to the Suisun City Police Officers' Association (SCPOA) Memorandum of Understanding (MOU) 2023-25 To Provide Police Sergeants With a 5% Base Wage Adjustment and Acknowledge Total Years of Sworn Law Enforcement Service to Qualify for Longevity Pay - (Penland: cpenland@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

- 18 Accept the Investment Report for the Quarter Ending September 30, 2023 - (Luna: eluna@suisun.com).

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

- 19 Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on November 21, 2023 – (Skinner: clerk@suisun.com).

GENERAL BUSINESS

City Council

20 Waterfront District Business Improvement District: (Lofthus - klofthus@suisun.com)

- a. Council Adoption of Resolution No. 2023-__: Approving the Annual Assessment Report for the Waterfront District Business Improvement District.
- b. Council Adoption of Resolution No. 2023-__: Declaring its Intent to Consider Reauthorizing the Suisun City Historic Waterfront Business Improvement District and the Assessment Levy for the District for Fiscal Year 2024 and Setting a Public Hearing to Consider these Matters for December 19, 2024.

21 Council Adoption of Resolution No. 2023-__: Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2024 as Provided in Chapter 8.04 of the Suisun City Code - (Lopez: bllopez@suisun.com).

PUBLIC HEARING NONE

REPORTS: (Informational items only)

22 Mayoral Update - (Hernandez: ahernandez@suisun.com).

23 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

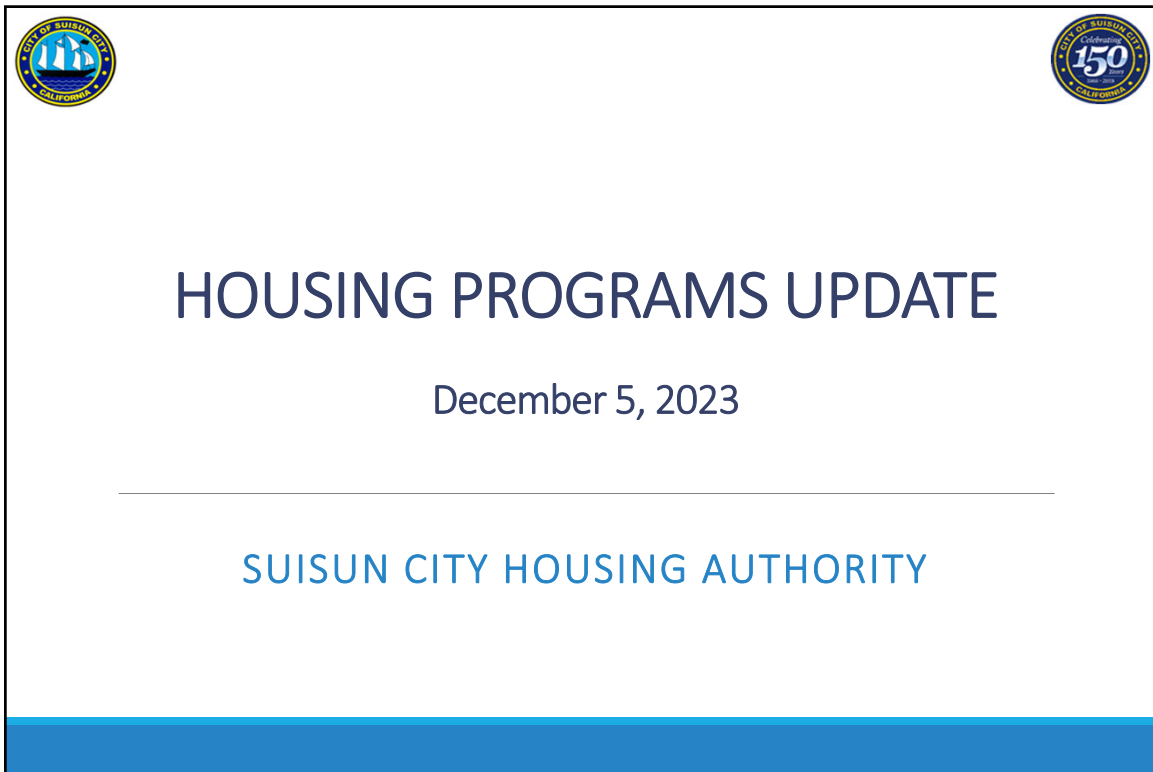
Ordinances are city laws contained in the Suisun City Municipal Code. Enacting a new city law or changing an existing one is a two-step process. Government Code 36934 provides, except when, after reading the title, further reading is waived by regular motion adopted by majority vote all ordinances shall 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

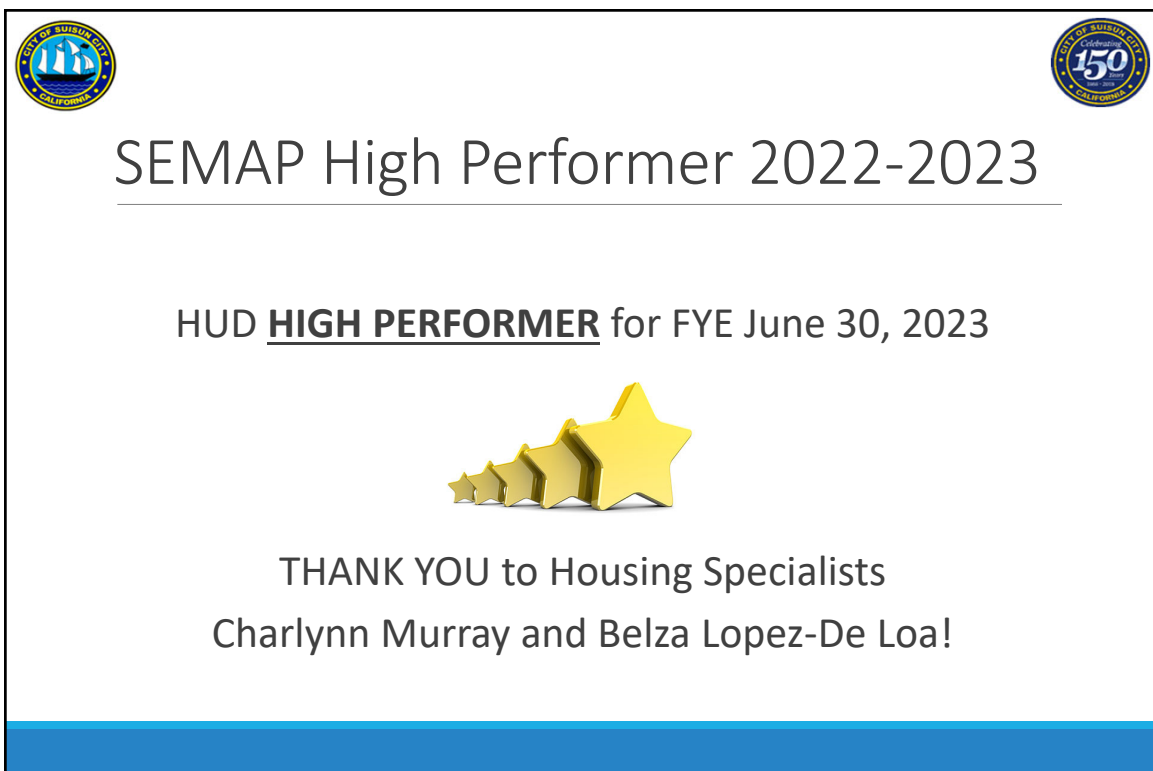
Agendas for regular and special meetings are posted in accordance with the Brown Act at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including:

- 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.



1



2



Voucher Program in Suisun City

- HUD allotted 322 vouchers to Suisun City
- 4200+ applicants on the waiting list
- Waiting list is currently closed to new applicants



3



Voucher Program in Suisun City

- 216 families receiving rental assistance as of November 30, 2023
- Average of \$260k in Housing Assistance Payments per month
- Approximately \$1200 per family in federal assistance

4

Upcoming in the New Year

- Outreach to landlords
- Administrative Plan updates
- Project-Based Voucher Program with Almond Gardens



5

Questions?

JASON GOLTIAO, *HOUSING PROGRAMS MANAGER*

JGOLTIAO@SUISUN.COM

6

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AGENDA TRANSMITTAL

MEETING DATE: December 5, 2023

CITY AGENDA ITEM: Informational Update on the Traffic Safety Committee Accomplishments and On-going Work for the 2023 Calendar Year.

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

STRATEGIC PLAN: Ensure public safety by improving the quality of local streets, roads and sidewalks to promote safety for all modes of travel including vehicles, pedestrians and bicycles.

BACKGROUND: Suisun City's Traffic Safety Committee (Committee) investigates, reviews, analyzes and makes determinations on traffic safety issues, and its members include the Police Chief, Police Commanders (2), Fire Chief, Fire Marshal, Senior Planner, Public Works Director/City Engineer, Senior Associate Engineer, and the Director of Recreation, Parks and Marina (RPM). The Committee meets as needed, depending on the nature and number of agenda items, to assess and to arrive at resolutions to public concerns relating to traffic safety and traffic management.

Through the advice of and the decisions made by the Committee, traffic safety improvements have been completed during 2023 calendar year.

STAFF REPORT: The Traffic Safety Committee coordinated to resolve and research traffic challenges to improve safety for the Suisun City motorists, bicyclists, pedestrians and public. In this update, the report provides a summary of notable accomplishments, requests and inquiries currently under Committee review and discussion, CIP projects underway, and grant funding secured.

STAFF RECOMMENDATION: No Council action is required at this time.

DOCUMENTS ATTACHED:

1. PowerPoint Presentation: Traffic Safety Committee Update.
-

PREPARED BY:

Nick Lozano, Sr. Associate Engineer

REVIEWED BY:

Nouae Vue, Public Works Director

APPROVED BY:

Aaron Roth, Interim City Manager

ATTACHMENTS:

1. [PowerPoint Presentation Traffic Safety Committee Update.pdf](#)



Public Works

Traffic Safety Committee Accomplishments and Ongoing Work

December 5, 2023

1

Who is the Traffic Safety Committee? And What Do They Do?

- ▶ The Traffic Safety Committee includes representatives from Public Works, Police, Fire, Development Services, and the Recreation Parks and Marina Departments
- ▶ The Traffic Committee reviews traffic concerns and collaborates to find traffic safety improvements and mitigations that are practical and feasible
- ▶ Meets on an as-needed basis

2

Update Overview

- ▶ Traffic Committee Report
- ▶ Capital Improvement Projects
- ▶ Grants

3

Reported Speeding Various Locations

- Lawler Ranch Parkway and Mayfield Circle
 - Resident requests:
 - STOP signs (not approved)
 - Request for speed humps (not approved)
 - Committee approvals:
 - Edge and/or centerline striping
 - Grant opportunities for speed radar signs

4

Reported Speeding

Use of STOP Signs and Speed Humps

- **STOP Signs**
 - STOP signs are to be used solely for assigning right of way
 - STOP sign warrant analysis required
- **Speed Humps**
 - Negative impacts include:
 - Damages to vehicles may increase claims to City
 - Reduction in response times of emergency vehicles
 - Accidents resulting from motorists not slowing down
 - Excessive noise to homeowners adjacent to devices

5

Other Traffic-Related Items

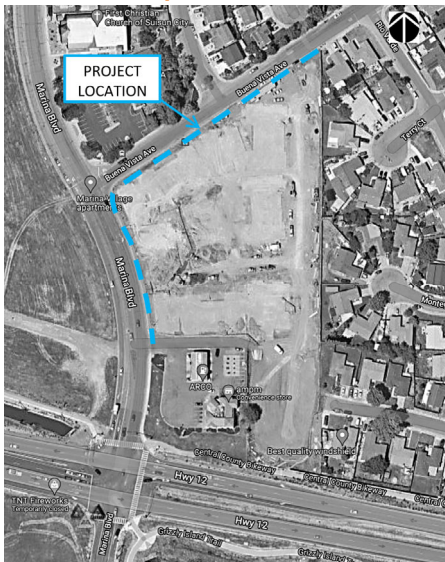
- **Amberwood Drive**
 - Request for red curb painting (approved)
- **Miscellaneous narrow streets in Old Town**
 - Reported speeding in narrow streets
 - Request for signage to alert motorists of narrow street conditions
 - Committee approved SLOW - NARROW ROAD signs
- **Ordinance Update**
 - 5-ton weight limit restrictions (truck routes)
 - Over-sized truck parking

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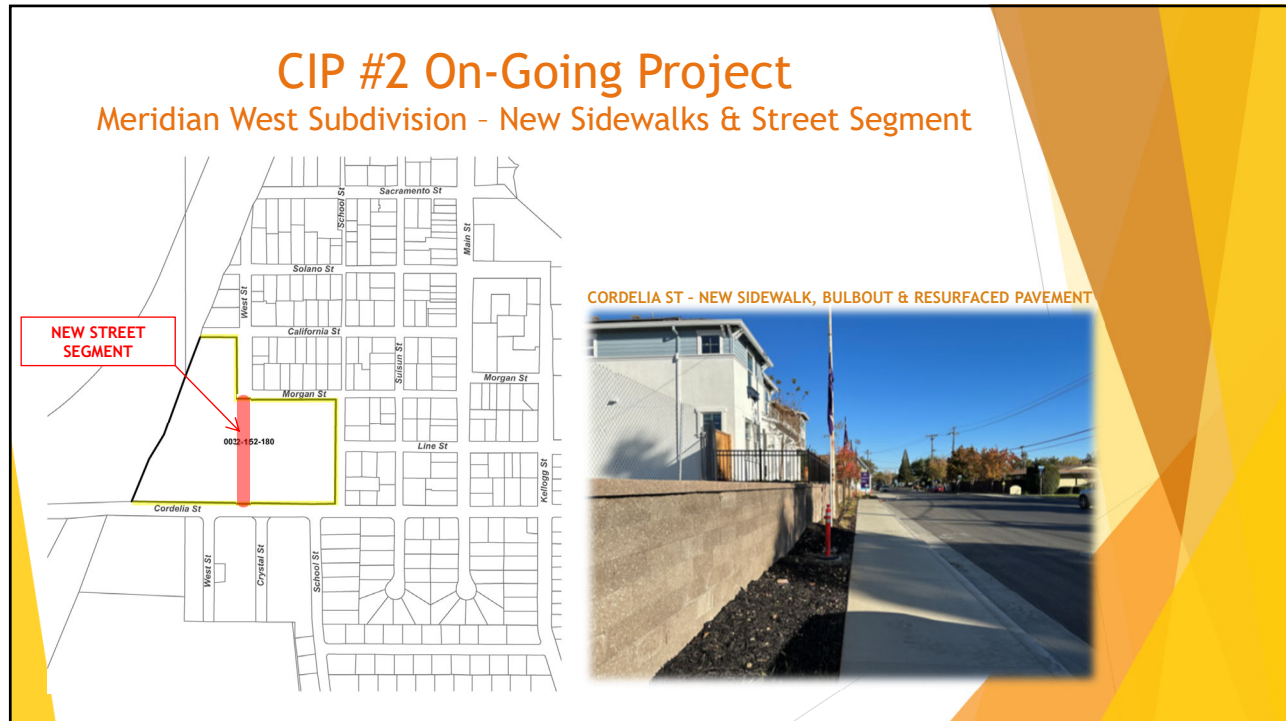
Capital Improvement Projects (CIP) On-Going Projects Under Construction

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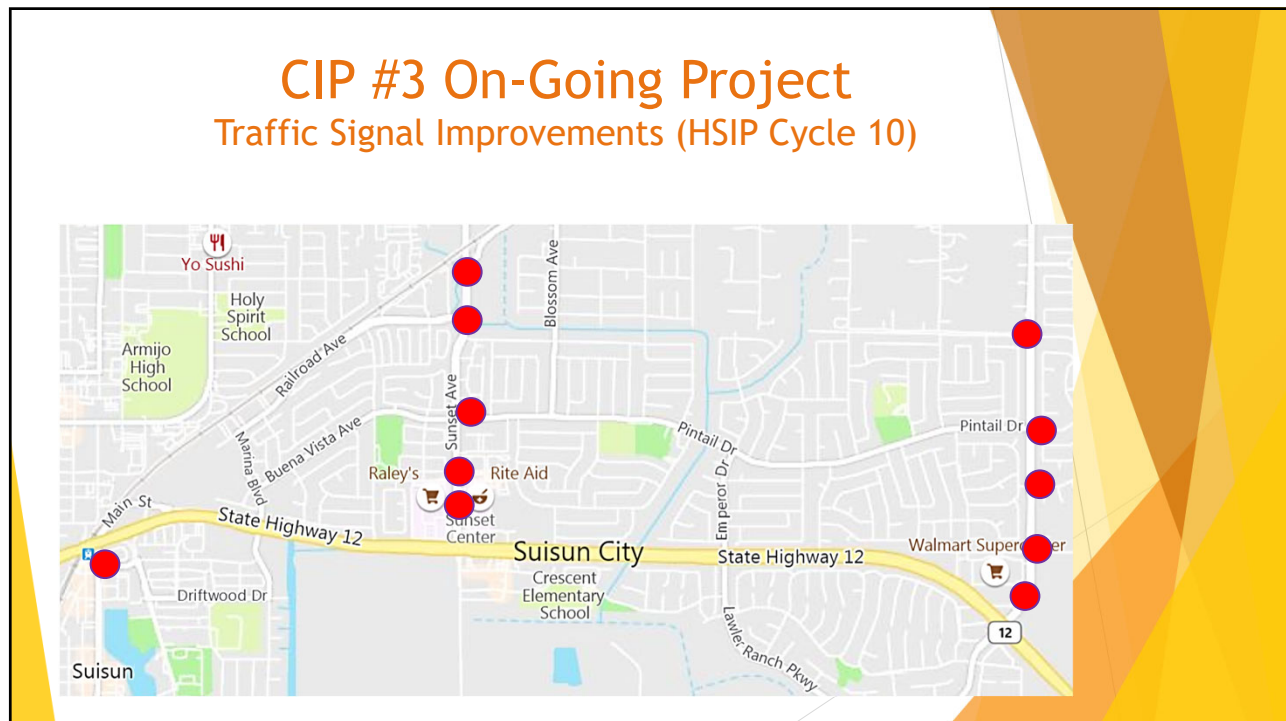
CIP #1 On-Going Project Sidewalk Gap Closure on Marina Blvd. & Buena Vista Ave.



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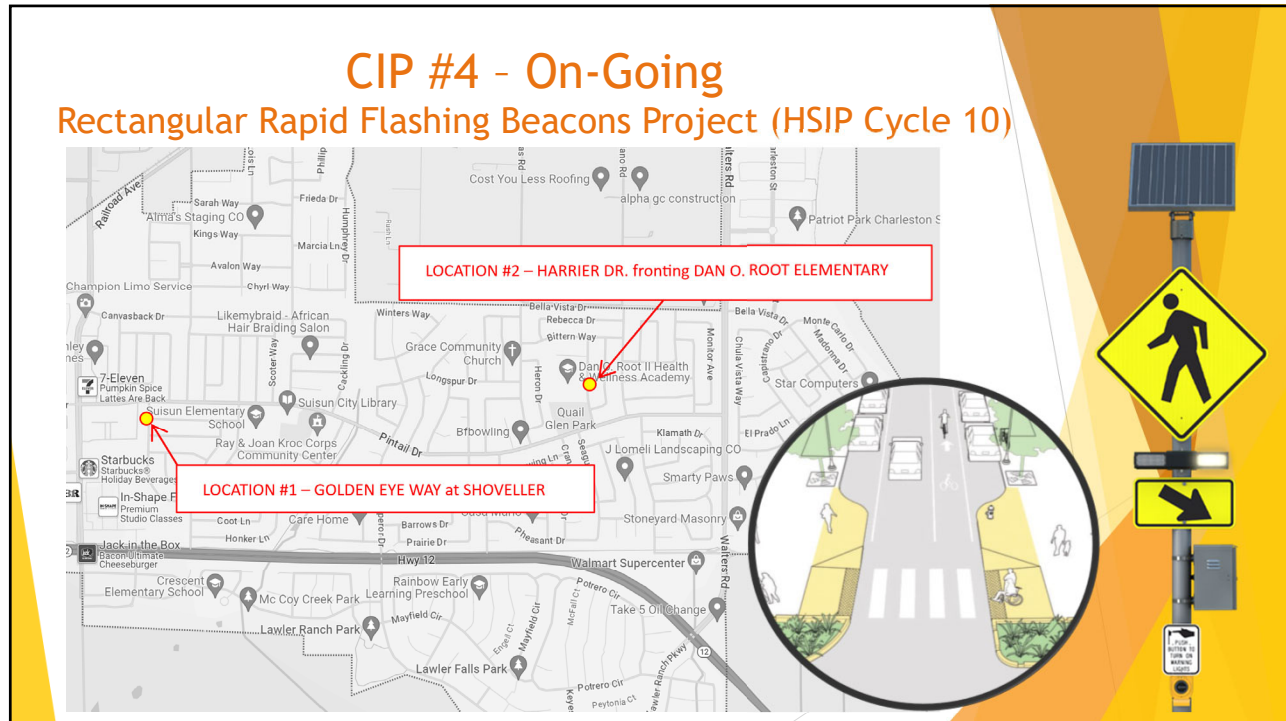


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CIP #4 - On-Going Rectangular Rapid Flashing Beacons Project (HSIP Cycle 10)



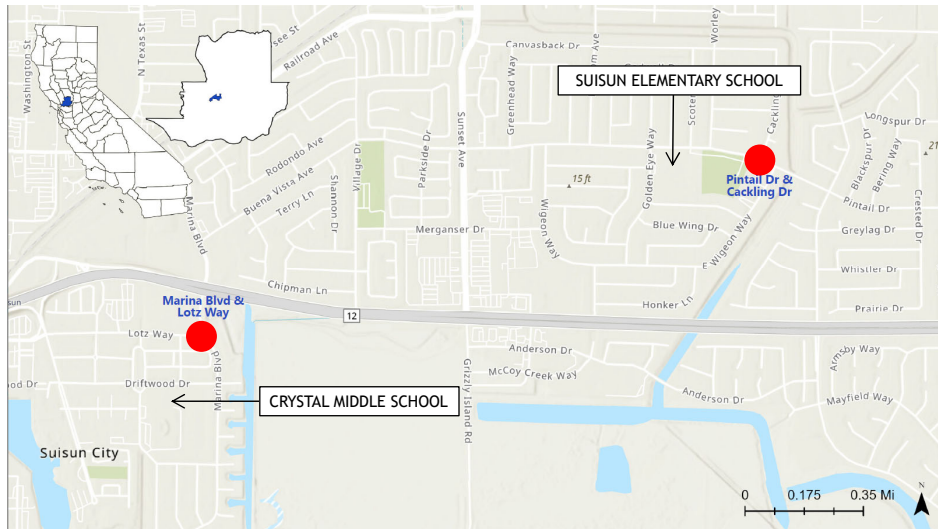
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Capital Improvement Projects (CIP) Under Design

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CIP #1 In Design Phase

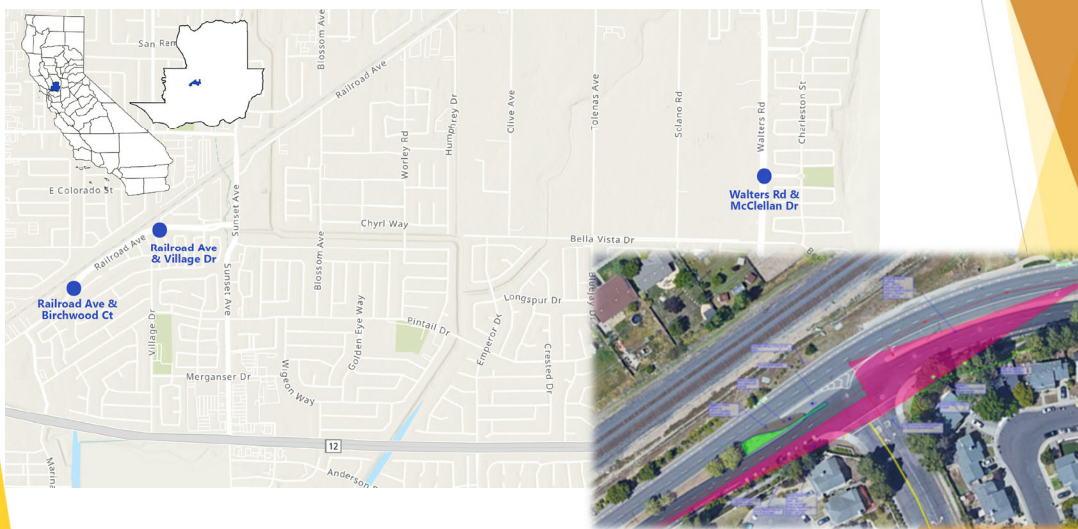
Rectangular Rapid Flashing Beacons Project (HSIP Cycle 11)



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CIP #2 In Design Phase

T-Intersection Improvements (HSIP Cycle 11)



14

Capital Improvement Projects (CIP) Substantially Completed

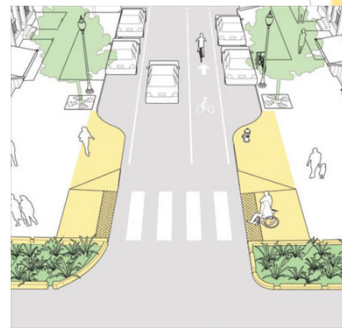
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CIP #1 Substantially Completed McCoy Creek Trail Phase 2 Project - Safety Crossings

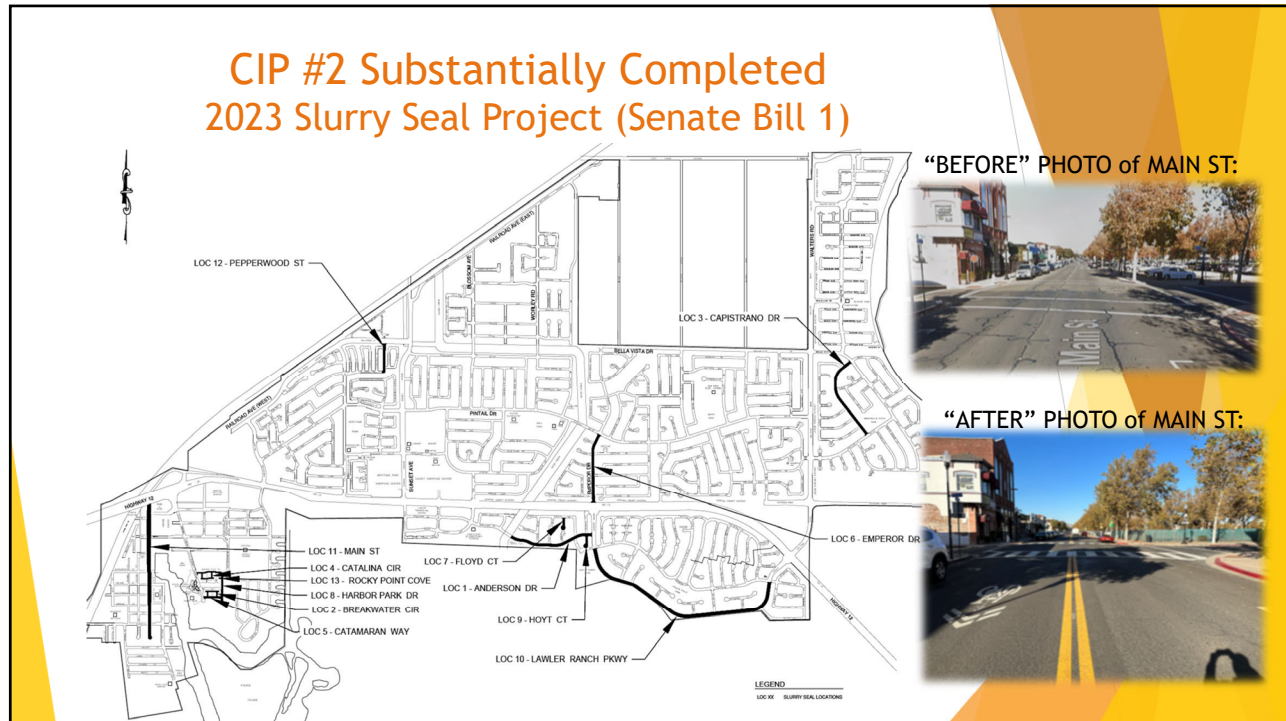


Three Street Crossings

- Rectangular Rapid Flashing Beacons
- Bulbouts
- High Visibility Cross Walks
- Streetlights



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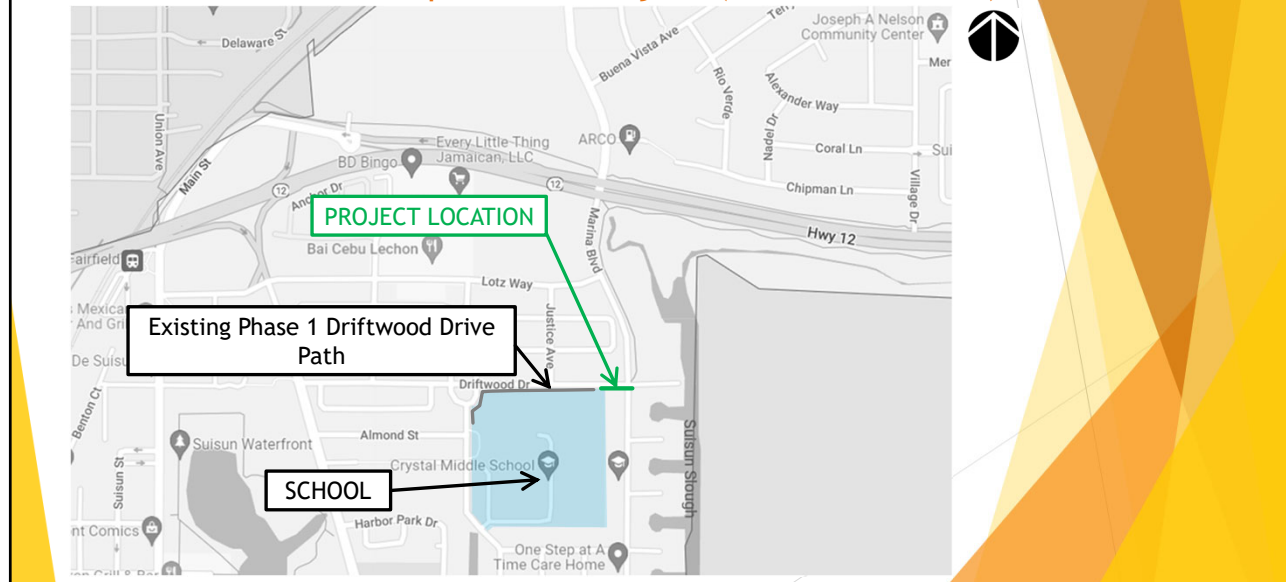
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Grants Secured

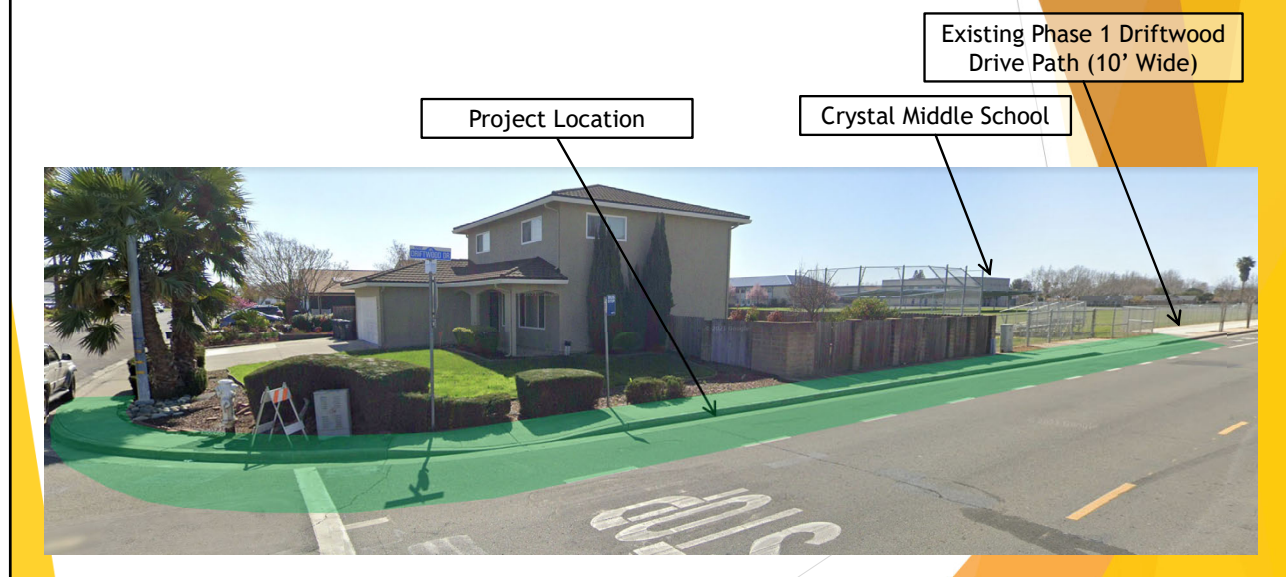
Driftwood Drive Path Gap Closure Project (TDA-3 and TFCA)



19

Grants Secured

Driftwood Drive Path Gap Closure Project - Existing Conditions



20



Questions?

AGENDA TRANSMITTAL

MEETING DATE: December 5, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Authorizing the Interim City Manager to execute a service contract agreement with Axon Enterprises, Inc., for body worn cameras, TASER devices, and evidence storage for the Suisun City Police Department.

FISCAL IMPACT: In 2018, the City of Suisun City entered into a service agreement with Axon Enterprise, Inc. for a duration of five years. This contract concluded in September 2023, with the City incurring an annual expenditure of \$38,514. Upon the expiration of the previous agreement, staff are recommending a renewal of the service contract with Axon Enterprises, Inc. for the subsequent sixty-four (64) month period from 2023 through 2028. The proposed contract has a total cost ceiling of \$394,310.11 over its term. When compared to the prior contract's annual cost, this represents an increase of approximately \$35,420 per year.

STRATEGIC PLAN: Ensure Public Safety-Optimize the use of technology to drive efficiency, productivity, and customer service.

BACKGROUND: The Suisun City Police Department has been using Axon Enterprises, Inc.'s services since 2018. Officers are equipped with Axon body-worn cameras and TASERs to enhance accountability and improve public safety. The integration of evidence.com, Axon's digital evidence management platform, has been central to the department's operations, allowing for secure storage and easy access to digital evidence. Over the past five years, these tools have proved critical to modernizing our service delivery, increasing transparency, and building trust within the community.

STAFF REPORT: The Suisun City Police Department is seeking approval by the City Council to approve the Interim City Manager to execute a sixty-four (64) month service agreement with Axon Enterprises, Inc. for body worn cameras, TASERs, and evidence.com.

The implementation of Axon Body Worn Cameras has been important in enhancing accountability and promoting transparency between the Suisun City Police Department and our community. These devices offer an impartial record of interactions between officers and the public, providing clear documentation that can be critical in both the investigative process and criminal court proceedings. Video footage from these cameras often plays a crucial role in resolving complaints against officers, building community trust, and serving as definitive evidence in court.

TASER devices have become an essential tool in our officers' toolkit, offering a less-lethal force option that effectively de-escalates potentially volatile situations. By displaying or deploying a TASER, officers have been able to reduce the incidence of serious injuries to both the public and themselves compared to traditional means of restraint.

The adoption of Evidence.com has modernized how our department manages digital evidence. This cloud-based platform enables the storage of unlimited amounts of digital video, photos, and audio recordings. By simplifying the categorization and retrieval of case-related data, Evidence.com has been indispensable in legal proceedings. It is routinely used in discovery processes with the Solano County

District Attorney's Office, prosecutors, and public defenders to ensure a comprehensive and fair review of all pertinent evidence during court cases.

The suite of services provided by Axon, including Body Worn Cameras, TASERs, and Evidence.com, has collectively enhanced the effectiveness of the Suisun City Police Department. These tools have not only fortified the safety of our officers and the public but have also fostered a more trustful and accountable relationship with the community.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2023-__: Authorizing the Interim City Manager to execute a service contract agreement with Axon Enterprises, Inc., for body worn cameras, TASER devices, and evidence storage for the Suisun City Police Department via a sixty-four (64) month service agreement not to exceed \$394,310.11.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__: Authorizing the Interim City Manager to execute a service contract agreement with Axon Enterprises, Inc., for body worn cameras, TASER devices, and evidence storage for the Suisun City Police Department.
2. Axon Enterprises Inc. quote for sixty-four (64) month service agreement.

PREPARED BY:

Dan Healy, Acting Police Chief

REVIEWED BY:

Aaron Roth, Interim City Manager

APPROVED BY:

Aaron Roth, Interim City Manager

ATTACHMENTS:

1. [Resolution Authorizing the Interim City Manager to Execute a Service Contract Agreement with Axon Enterprises, Inc..pdf](#)
2. [Axon Enterprises Inc. quote for 64 month Service Agreement.pdf](#)

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WHEREAS, the Suisun City Police Department has identified a need to enhance their law enforcement capabilities through technological advancements in body worn cameras, TASER devices, and digital evidence management; and

WHEREAS, Axon Enterprises, Inc. has been providing these services effectively since 2018, offering proven solutions that have increased transparency, accountability, and the safety of both officers and the community; and

WHEREAS, the continued use of Axon's body worn cameras and TASER devices has been critical for capturing digital evidence essential in criminal court proceedings and providing less-lethal options for police officers in the field, thereby reducing the likelihood of injury during confrontations; and

WHEREAS, Axon's Evidence.com platform has facilitated an efficient digital evidence management system allowing for unlimited storage and seamless sharing of digital data, which has streamlined the discovery process with the Solano County District Attorney's Office, prosecutors, and public defenders, ensuring a fair judicial process; and

WHEREAS, the enhanced interoperability and information-sharing capabilities between the Suisun City Police Department and court jurisdictions have been bolstered by the continued partnership with Axon Enterprises, Inc.; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Interim City Manager to enter into a sixty-four (64) month service contract with Axon Enterprises, Inc. for body worn cameras, TASERs, and Evidence.com services at a cost not to exceed \$88,648.54 annually, with a total contract value not to exceed \$394,310.11 over the term.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 5th day of December 2023, by the following vote:

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

WITNESS my hand and the seal of said City this 5th day of December 2023.

25



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-500570-45237.883TR

Issued: 11/07/2023

Quote Expiration: 12/10/2023

Estimated Contract Start Date: 09/15/2023

Account Number: 107348

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery/Invoice-701 Civic Center Blvd 701 Civic Center Blvd Suisun City, CA 94585-2617 USA	Suisun City Police Dept. - CA 701 Civic Center Blvd Suisun City CA 94585-2617 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Thom Ruseva-Mahan Phone: +1 4804148450 Email: tmahan@axon.com Fax: +1 4809993359	Amber Kent Phone: (707) 421-7373 Email: akent@suisun.com Fax: 707-422-8074

Quote Summary

Program Length	64 Months
TOTAL COST	\$379,140.00
ESTIMATED TOTAL W/ TAX	\$394,310.11

Discount Summary

Average Savings Per Year	\$69,804.79
TOTAL SAVINGS	\$372,292.20

Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	\$2,928.00	\$0.00	\$2,928.00
Dec 2023	\$34,812.00	\$1,975.77	\$36,787.77
Dec 2024	\$85,350.00	\$3,298.54	\$88,648.54
Dec 2025	\$85,350.00	\$3,298.54	\$88,648.54
Dec 2026	\$85,350.00	\$3,298.54	\$88,648.54
Dec 2027	\$85,350.00	\$3,298.72	\$88,648.72
Total	\$379,140.00	\$15,170.11	\$394,310.11

Quote Unbundled Price: \$751,432.20
 Quote List Price: \$688,687.20
 Quote Subtotal: \$379,140.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
OSP7	OFFICER SAFETY PLAN 7	32	60	\$214.27	\$183.07	\$183.07	\$351,494.40	\$15,026.18	\$366,520.58
BWCamTAP	Body Worn Camera TAP Bundle	2	60	\$37.87	\$32.50	\$0.00	\$0.00	\$0.00	\$0.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	60	\$71.27	\$34.66	\$34.66	\$2,079.60	\$143.93	\$2,223.53
A la Carte Hardware									
H00001	AB4 Camera Bundle	3	60		\$1,698.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73682	AUTO TAGGING LICENSE	26	4		\$9.00	\$9.00	\$936.00	\$0.00	\$936.00
73682	AUTO TAGGING LICENSE	30	60		\$9.76	\$9.76	\$17,568.00	\$0.00	\$17,568.00
ProLicense	Pro License Bundle	2	60		\$42.31	\$42.25	\$5,070.00	\$0.00	\$5,070.00
ProLicense	Pro License Bundle	2	4		\$39.00	\$39.00	\$312.00	\$0.00	\$312.00
BasicLicense	Basic License Bundle	28	4		\$15.00	\$15.00	\$1,680.00	\$0.00	\$1,680.00
Total							\$379,140.00	\$15,170.11	\$394,310.11

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	1	12/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	2	12/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	4	12/15/2023
AB4 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	4	12/15/2023
OFFICER SAFETY PLAN 7	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	32	12/15/2023
OFFICER SAFETY PLAN 7	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	12/15/2023
OFFICER SAFETY PLAN 7	20018	TASER BATTERY PACK, TACTICAL	38	12/15/2023
OFFICER SAFETY PLAN 7	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	32	12/15/2023
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	96	12/15/2023
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	12/15/2023
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96	12/15/2023
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	12/15/2023
OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	64	12/15/2023
OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	64	12/15/2023
OFFICER SAFETY PLAN 7	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	32	12/15/2023
OFFICER SAFETY PLAN 7	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	32	12/15/2023
OFFICER SAFETY PLAN 7	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	12/15/2023
OFFICER SAFETY PLAN 7	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	12/15/2023
OFFICER SAFETY PLAN 7	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	64	12/15/2023
OFFICER SAFETY PLAN 7	74200	TASER 6-BAY DOCK AND CORE	1	12/15/2023
OFFICER SAFETY PLAN 7	75015	SIGNAL SIDEARM KIT	32	12/15/2023
OFFICER SAFETY PLAN 7	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	12/15/2023
OFFICER SAFETY PLAN 7	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	12/15/2023
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	12/15/2024
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	12/15/2024
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	12/15/2025
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	12/15/2025
OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	64	12/15/2025
OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	64	12/15/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	06/15/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	2	06/15/2026
OFFICER SAFETY PLAN 7	73309	AXON CAMERA REFRESH ONE	33	06/15/2026
OFFICER SAFETY PLAN 7	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4	06/15/2026
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	12/15/2026
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	12/15/2026
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	12/15/2027
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	12/15/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	12/15/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	2	12/15/2028
OFFICER SAFETY PLAN 7	73310	AXON CAMERA REFRESH TWO	33	12/15/2028

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
OFFICER SAFETY PLAN 7	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4	12/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	28	09/15/2023	01/14/2024
Basic License Bundle	73640	EVIDENCE.COM BASIC ACCESS LICENSE	28	09/15/2023	01/14/2024
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	6	09/15/2023	01/14/2024
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	2	09/15/2023	01/14/2024
A la Carte	73682	AUTO TAGGING LICENSE	26	09/15/2023	01/14/2024
OFFICER SAFETY PLAN 7	20248	TASER 7 EVIDENCE.COM LICENSE	32	01/15/2024	01/14/2029
OFFICER SAFETY PLAN 7	20248	TASER 7 EVIDENCE.COM LICENSE	1	01/15/2024	01/14/2029
OFFICER SAFETY PLAN 7	73449	RESPOND DEVICE LICENSE	32	01/15/2024	01/14/2029
OFFICER SAFETY PLAN 7	73638	STANDARDS ACCESS LICENSE	32	01/15/2024	01/14/2029
OFFICER SAFETY PLAN 7	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	32	01/15/2024	01/14/2029
OFFICER SAFETY PLAN 7	73746	PROFESSIONAL EVIDENCE.COM LICENSE	32	01/15/2024	01/14/2029
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	6	01/15/2024	01/14/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	2	01/15/2024	01/14/2029
A la Carte	73682	AUTO TAGGING LICENSE	30	01/15/2024	01/14/2029

Services

Bundle	Item	Description	QTY
OFFICER SAFETY PLAN 7	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	32

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	09/15/2024	01/14/2029
OFFICER SAFETY PLAN 7	80464	EXT WARRANTY, CAMERA (TAP)	32	09/15/2024	01/14/2029
OFFICER SAFETY PLAN 7	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4	09/15/2024	01/14/2029
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	2	12/15/2024	01/14/2029
OFFICER SAFETY PLAN 7	80374	EXT WARRANTY, TASER 7 BATTERY PACK	38	12/15/2024	01/14/2029
OFFICER SAFETY PLAN 7	80395	EXT WARRANTY, TASER 7 HANDLE	32	12/15/2024	01/14/2029
OFFICER SAFETY PLAN 7	80395	EXT WARRANTY, TASER 7 HANDLE	1	12/15/2024	01/14/2029
OFFICER SAFETY PLAN 7	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	12/15/2024	01/14/2029
OFFICER SAFETY PLAN 7	80464	EXT WARRANTY, CAMERA (TAP)	1	12/15/2024	01/14/2029

Payment Details

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront GAP Coverage	73682	AUTO TAGGING LICENSE	26	\$936.00	\$0.00	\$936.00
Upfront GAP Coverage	BasicLicense	Basic License Bundle	28	\$1,680.00	\$0.00	\$1,680.00
Upfront GAP Coverage	ProLicense	Pro License Bundle	2	\$312.00	\$0.00	\$312.00
Total				\$2,928.00	\$0.00	\$2,928.00

Dec 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware	OSP7	OFFICER SAFETY PLAN 7	32	\$13,976.56	\$1,170.57	\$15,147.13
Year 1	73682	AUTO TAGGING LICENSE	30	\$1,010.49	\$0.00	\$1,010.49
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$119.62	\$8.28	\$127.90
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	2	\$0.00	\$0.00	\$0.00
Year 1	H00001	AB4 Camera Bundle	3	\$0.00	\$0.00	\$0.00
Year 1	OSP7	OFFICER SAFETY PLAN 7	32	\$19,413.71	\$796.92	\$20,210.63
Year 1	ProLicense	Pro License Bundle	2	\$291.62	\$0.00	\$291.62
Total				\$34,812.00	\$1,975.77	\$36,787.77

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73682	AUTO TAGGING LICENSE	30	\$4,139.38	\$0.00	\$4,139.38
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$490.00	\$33.92	\$523.92
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	2	\$0.00	\$0.00	\$0.00
Year 2	H00001	AB4 Camera Bundle	3	\$0.00	\$0.00	\$0.00
Year 2	OSP7	OFFICER SAFETY PLAN 7	32	\$79,526.03	\$3,264.62	\$82,790.65
Year 2	ProLicense	Pro License Bundle	2	\$1,194.59	\$0.00	\$1,194.59
Total				\$85,350.00	\$3,298.54	\$88,648.54

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73682	AUTO TAGGING LICENSE	30	\$4,139.38	\$0.00	\$4,139.38
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$490.00	\$33.92	\$523.92
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	2	\$0.00	\$0.00	\$0.00
Year 3	H00001	AB4 Camera Bundle	3	\$0.00	\$0.00	\$0.00
Year 3	OSP7	OFFICER SAFETY PLAN 7	32	\$79,526.03	\$3,264.62	\$82,790.65
Year 3	ProLicense	Pro License Bundle	2	\$1,194.59	\$0.00	\$1,194.59
Total				\$85,350.00	\$3,298.54	\$88,648.54

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73682	AUTO TAGGING LICENSE	30	\$4,139.38	\$0.00	\$4,139.38
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$490.00	\$33.92	\$523.92

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	2	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	3	\$0.00	\$0.00	\$0.00
Year 4	OSP7	OFFICER SAFETY PLAN 7	32	\$79,526.03	\$3,264.62	\$82,790.65
Year 4	ProLicense	Pro License Bundle	2	\$1,194.59	\$0.00	\$1,194.59
Total				\$85,350.00	\$3,298.54	\$88,648.54

Dec 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73682	AUTO TAGGING LICENSE	30	\$4,139.38	\$0.00	\$4,139.38
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$490.00	\$33.89	\$523.89
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	2	\$0.00	\$0.00	\$0.00
Year 5	H00001	AB4 Camera Bundle	3	\$0.00	\$0.00	\$0.00
Year 5	OSP7	OFFICER SAFETY PLAN 7	32	\$79,526.03	\$3,264.83	\$82,790.86
Year 5	ProLicense	Pro License Bundle	2	\$1,194.59	\$0.00	\$1,194.59
Total				\$85,350.00	\$3,298.72	\$88,648.72

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/7/2023



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AGENDA TRANSMITTAL

MEETING DATE: December 5, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Authorizing the Interim City Manager to Execute a Joint Exercise of Powers Agreement (JEPA) Between the City of Fairfield Fire Department and the Fire Departments for the Cities of Vallejo, Benicia, Dixon, Rio Vista, And Suisun City for the Shared Provision of Consulting Services Regarding Ambulance Subcontracting.

FISCAL IMPACT: There is a possible loss or reduction of the \$248,180.00 that the City of Suisun City receives annually through the current Public Private Partnership (PPP) agreement with Medic Ambulance to provide paramedic services. Obtaining a direct award or winning the county RFP for Ambulance Transportation Services will ensure the City of Suisun City maintains the current revenue with the potential to increase in the future. The initial expense to enter into the JEPA is \$6,316.13 to Suisun City FD, which the department has available in its allocated budget.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: In March 2022, the Cities of Vallejo, Rio Vista, Benicia, Dixon, Suisun City, and Fairfield hired AP Triton to conduct a comprehensive Emergency Ambulance Services Transportation & Optimization Study in Solano County. AP Triton is the leading industry expert in this field. AP Triton released its findings and recommendations to the Cities in November of 2022.

AP Triton recommended exploring an ambulance subcontracting model, which could maintain the high level of service and improve sustainability for the ambulance provider and the areas being served. Assembly Bill 389, passed in June 2021, allows the County Board of Supervisors to directly award an ambulance contract to a fire agency, provided the agency subcontracts with a private ambulance provider.

Solano County is open to considering a direct award using AB 389, contingent upon the creation of a JEPA among the Cities and fire districts. The JEPA would be followed by an Ambulance Sub-Contract RFP and the signing of an MOU with the selected ambulance bidder. To engage in dialogue with the county the JEPA and the ambulance subcontract must be completed by the end of 2023 prior to the County publishing its RFP for the ambulance contract. The cost shared amongst all participating cities for a direct award will be \$58,000, whereas a full RFP response to Solano County would be \$175,570 with no guarantee of winning the bid.

The Parties will use the designation "Solano County Fire and EMS: or "SCFE" to identify the provision of the services provided under the JEPA. The use of such designation shall not be deemed to create a separate legal entity or to change the liability or the contractual obligations of the Parties under this or any other agreements.

The City of Fairfield is taking the lead in the project and will own the MOU for the county ambulance transportation contract and the subcontract for the private ambulance provider. As owners of both contracts, the City of Fairfield will also serve as the JEPA manager, receiving an additional \$650,000 annually with built-in increases based on the Medical Consumer Pricing Index (CPI).

It is important to note that the potential additional funding generated through this proposed project would improve the quality of life for city residents by further investing in the EMS delivery system and the likelihood to positively impact each City's budget.

Stakeholders were involved in the Emergency Ambulance Services Transportation & Optimization Study conducted by AP Triton. Stakeholders included the Solano County Fire Chiefs, Hospital Representatives, City Elected Officials and Executives, County Board of Supervisors Members, and the current ambulance provider. Each stakeholder was asked to evaluate the County's EMS system overall and specifically the ambulance transport component using a SWOT Analysis (Strengths, Weaknesses, Opportunities, and Threats). The stakeholders were also asked about future items they would like to see in the next ambulance contract or changes needed in the system.

STAFF REPORT: As we move forward, all cities involved in the JEPA hope to secure a direct award or win the ambulance contract to bring additional revenue to the participating cities while ensuring the continued provision of quality ambulance transportation services.

STAFF RECOMMENDATION: Staff Recommends Authorizing the Interim City Manager to Execute a Joint Exercise of Powers Agreement (JEPA) Between the City of Fairfield Fire Department and the Fire Departments for the Cities of Vallejo, Benicia, Dixon, Rio Vista, And Suisun City for the Shared Provision of Consulting Services Regarding Ambulance Subcontracting.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-___: Authorizing the Interim City Manager to Execute a Joint Exercise of Powers Agreement (JEPA) Between the City of Fairfield Fire Department and the Fire Departments for the Cities of Vallejo, Benicia, Dixon, Rio Vista, And Suisun City for the Shared Provision of Consulting Services Regarding Ambulance Subcontracting.
2. Joint Exercise of Powers Agreement for the Provision and Management of Emergency Ambulance Services.

PREPARED BY:

Brad Lopez, Fire Chief

REVIEWED BY:

Brad Lopez, Fire Chief

APPROVED BY:

Aaron Roth, Interim City Manager

ATTACHMENTS:

- 1 [Resolution Authorizing the Interim City Manager to Memorandum of Understanding between the City of Fairfield Fire Department and the Partner Cities.pdf](#)
2. [Solano County Fire & EMS JPA.pdf](#)

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RESOLUTION NO. 2023 - ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A JOINT
EXERCISE OF POWERS AGREEMENT BETWEEN THE CITY OF FAIRFIELD
AND CITIES OF VALLEJO, BENICIA, DIXON, RIO VISTA, AND SUISUN CITY
FOR THE PROVISION AND MANAGEMENT OF EMERGENCY AMBULANCE
SERVICES (JEPA)**

WHEREAS, The City Fire Departments Vallejo, Benicia, Dixon, Rio Vista, and Suisun City
by and through the City of Fairfield; and

WHEREAS, has secured AP Triton, LLC to conduct a request for proposal for an ambulance
subcontractor; and

WHEREAS, AP Triton, LLC and the law firm of Wright and L'Estrange to prepare a Joint
Exercise of Power Agreement; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of
Suisun City authorizes the City Manager to execute a contract agreement between the City of
Fairfield and the partner cities; and

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

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of
Suisun City duly held on Tuesday, December 5th, 2023 by the following vote:

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

WITNESS my hand and the seal of the City of Suisun City on this 5th day of
December 2023.

Anita Skinner, City Clerk

JOINT EXERCISE OF POWERS AGREEMENT FOR THE PROVISION AND MANAGEMENT OF EMERGENCY AMBULANCE SERVICES

This Joint Exercise of Powers Agreement (“Agreement”), is entered by and among the City of Fairfield, the City of Vallejo, the City of Benicia, the City of Dixon, the City of Rio Vista, and the City of Suisun City (the “City Parties”), the Cordelia Fire Protection District, the Montezuma Fire Protection District, the East Vallejo Fire Protection District, the Dixon Fire Protection District, the Vacaville Fire Protection District, and the Suisun Fire Protection District (the “District Parties”) (individually a “Party,” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, pursuant to the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5 of the California Government Code, two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Parties is a “public agency” as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, pursuant to Sections 54980-54983 of the California Government Code, each of the Parties is empowered to enter agreements with the other Parties for the performance of firefighting and ambulance services and functions within each of the Parties’ territories; and

WHEREAS, pursuant to Section 38794 of the California Government Code, each of the City Parties is empowered to contract for ambulance services to serve their residents as convenience requires; and

WHEREAS, pursuant to Sections 13862 and 13878 of the California Health and Safety Code and Sections 20811 and 20812 of the California Public Contract Code, each of the District Parties is empowered to provide and contract for ambulance services and emergency medical services (“EMS”) inside and outside of their territories; and

WHEREAS, pursuant to the Revenue Bond Law of 1941, Title 5, Division 2, Part 1, Chapter 6 of the California Government Code, each of the Parties is empowered to acquire, construct, improve, lease, operate, maintain, repair, staff, or manage, as an enterprise, all parts of, and appurtenances to, an ambulance service; and

WHEREAS, pursuant to Sections 14105.94, 14105.945, 14129, and 14129.3 of the California Welfare and Institutions Code and the State Plan Amendment 22-015 to the State of California’s Medicaid State Plan Under Title XIX of the Social Security Act Amendments of 1965 (Public Law 89-97), each of the Parties is eligible to participate in the Public Provider Ground Emergency Medical Transport Intergovernmental Transfer (“PP-GEMT IGT”) Program and receive increased reimbursements for the provision of ground emergency medical transport services to Medi-Cal beneficiaries; and

WHEREAS, pursuant to Sections 1797.230 and 1797.231 of the California Health and

Safety Code, each of the Parties is empowered to contract with a county to provide emergency ambulance services, in whole or in part, through a written subcontract with a private ambulance service, provided that such written subcontract is awarded pursuant to a competitive bidding process consistent with Section 20812 of the Public Contract Code; and

WHEREAS, the Parties desire to maximize use of the existing resources, create cost saving opportunities, reduce duplication, and provide medical and other emergency services at a high level of service for the communities they serve by contracting with the County of Solano (“County”) to provide emergency ambulance services, in whole or in part, through a written subcontract with a private ambulance service; and

WHEREAS, the Parties desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner set forth in this Agreement.

NOW, THEREFORE, the Parties, for, and in consideration of the mutual benefits, promises, and agreements set forth herein, AGREE as Follows:

I. Purpose.

- A. The purpose of this Agreement is for the Parties to jointly exercise their common powers to provide, contract for, manage, equip, maintain, and operate ambulance services and EMS as contractors of County utilizing a private ambulance service and fire agency subcontractors. Such purpose shall be accomplished, and common powers exercised, in the manner set forth in this Agreement.
- B. The Parties may use the designation “Solano County Fire & EMS” or “SCFE” to identify the provision of the services provided under this Agreement. The use of such designation shall not be deemed to create a separate legal entity or to change the liability or the contractual obligations of the Parties under this or any other agreements.
- C. All pre-existing obligations, rights, and privileges of the Parties shall continue hereunder, subject to the terms and conditions of this Agreement.

II. Administration.

- A. The duties set forth in this Section II of the Agreement shall be conducted by an administrative entity to be known as the “Executive Committee.”
 - 1. The members of Executive Committee shall consist of:
 - i. The Fire Chiefs of each of the six (6) City Parties.

- ii. One (1) Fire Chief of a District Party representing the six (6) Districts, who shall represent the District Parties on the Executive Committee for two years and rotate among District Parties; provided, however, that the District Parties' Fire Chief representative may not come from a District Party that contracts out services from City Party.
 - iii. After the Effective Date of this Agreement, a District Party that increases its level of service to Advanced Life Support ("ALS") shall be entitled to have its Fire Chief serve as a member of the Executive Committee, and shall no longer be represented by the District Parties' Fire Chief representative as provided for in section II.A.1.ii, above.
 - iv. Each Fire Chief may designate an officer from their own fire service agency to serve in their place on the Executive Committee.
 - 2. At its discretion, the Executive Committee may invite a representative from County's local EMS agency to serve as a non-voting, advisory member of the Executive Committee.
 - 3. At its discretion, the Executive Committee may invite a representative from SCFE's private ambulance service subcontractor to serve as a non-voting, advisory member of the Executive Committee.
 - 4. The Executive Committee shall meet at least once (1) per quarter and may meet as needed.
 - 5. A simple majority of the Executive Committee shall constitute a quorum.
 - 6. Actions related to SCFE operations, exclusive of any financial matters, such as, for example, a change to the posting locations of SCFE ambulances, shall require a majority vote. In the event of a tie vote by the Executive Committee, the City of Fairfield Fire Chief, as the representative of SCFE Manager (as that term is defined in section III.A., below), shall resolve the deadlock by casting an additional determinative vote.
 - 7. Actions related to SCFE financial matters, including but not limited to budgeting and disposition of net revenues, and recommendations to the Parties regarding amendments to this Agreement, shall require a two-thirds vote of the Executive Committee.
 - 8. The Parties acknowledge and agree that the Executive Committee is not a "legislative body," a separate legal entity, or a joint powers agency or authority, partnership, joint venture, or joint enterprise of any kind.
- B. The Executive Committee shall advise and consult SCFE Manager (as that term is

defined in section III.A., below), as necessary, on matters impacting or related to SCFE's ambulance services or County's EMS system, including, but not limited to, the following:

1. Ambulance deployments, facilities, unit distribution, staffing levels, subcontracts, equipment, and other operational aspects of SCFE's ambulance services;
2. Funding for, and reinvestment of net revenues from, SCFE's ambulance services;
3. Clinical performance issues and quality improvement programs for SCFE's ambulance services and the Parties' first responder EMS; and
4. County EMS system integration and SCFE ambulance service delivery innovation.

III. Management.

- A. The Fairfield Fire Department shall serve as the "SCFE Manager" and manage, administer, and oversee day-to-day operations of SCFE and all services, programs, and contracts required under this Agreement.
- B. SCFE Manager shall enter all agreements, engage all subcontractors and consultants, as necessary, and take all actions necessary to effectuate the purposes of this Agreement and the SCFE services and programs set forth herein.
- C. SCFE Manager shall comply with the requirements and expectations of this Agreement, as well as all applicable federal, state, and local laws, regulations, and rules.
- D. SCFE Manager shall coordinate and cooperate with each Party regarding the performance of services within their respective jurisdiction.
- E. The Executive Committee shall advise and consult SCFE Manager regarding services for, or special projects performed on behalf of, any Parties.
- F. SCFE Manager shall provide financial and general services to the SCFE for the term of the Agreement, including accounts payable, procurement, billing and accounts receivable, general accounting and reporting, budget development and monitoring, and other general services as necessary to effectuate the purposes of this Agreement.
- G. SCFE Manager may enter subcontracts to perform the financial and general services in this Section III.E.
- H. SCFE Manager shall charge SCFE an annual fee of Six Hundred Fifty Thousand Dollars (\$650,000) for administering this Agreement and the SCFE services and

programs set forth herein (“Administration Fee”). The Administration Fee shall be adjusted each subsequent year by the percentage increase/decrease in the Consumer Price Index, All Urban Consumers for Medical Care (U.S. city average) (1982-1984=100) (“Medical CPI”). The Parties acknowledge and agree that the Administration Fee and any subsequent Medical CPI increases or decreases represent the reasonable cost to SCFE Manager providing administrative services to SCFE.

- I. SCFE Manager shall operate SCFE and account for all payments, revenues, reimbursements, expenditures, disbursements, credits, and debits through an enterprise fund (i.e., a fund established to account for operations financed and operated in a manner similar to private business enterprises, where the intent of the government body is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges), which shall include the following subfunds:
 1. An operations fund equal to SCFE’s estimated annual operating expenses for the fiscal year.
 2. An operating reserve fund equal to no less than \$10,000,000, to be fully funded within three (3) years of implementation of ambulance services pursuant to Section IV, below.
 3. A risk management reserve fund equal to 0.01% of SCFE gross revenues.
 4. A capital reserve fund for the reinvestment of SCFE net revenues into, among other things, the following:
 - i. The acquisition, construction, improvement, leasing, operation, maintenance, repair, staffing, and/or management of all parts of, and appurtenances to, SCFE ambulance services;
 - ii. The acquisition, construction, improvement, leasing, operation, maintenance, repair, staffing, and/or management of all parts of, and appurtenances to, the Parties’ FRALS services and programs;
 - iii. Providing financial support, for a public agency emergency communications center for the purpose of consolidated countywide, fire/EMS dispatching services;
 - iv. The recruitment and retention of prehospital EMS personnel and the provision and expansion of prehospital EMS personnel training and continuing education, including but not limited to coursework, patient simulators, training aids;
 - v. The acquisition, construction, improvement, leasing, operation, maintenance, and/or repair of EMS durable equipment and disposable medical supplies for the Parties, such as, for example, Automated

External Defibrillators (AEDs), naloxone (Narcan), Epinephrine Auto Injectors, and Lund University Cardiopulmonary Assist System (LUCAS) devices;

- vi. The acquisition, construction, improvement, leasing, operation, maintenance, and/or repair of EMS-related information technology (IT) software, hardware, and solutions, such as, for example, electronic patient care report (ePCR) systems, apparatus mounted mobile digital computers (MDC), and automatic vehicle location (AVL) systems;
 - vii. The acquisition, construction, improvement, leasing, operation, maintenance, repair, staffing, and/or management of all parts of, and appurtenances to, community paramedicine, triage to alternate destination, and other similar ambulance and EMS programs for the Parties; and
 - viii. EMS community education programs, hospital interface requirements and innovation, clinical trial participation and support, and other County EMS system requirements.
- J. To the extent that any special projects are performed on behalf of any Parties, such costs shall be borne by the benefiting Parties. This cost shall be offset against any revenue received by the benefiting Parties under this Agreement.
- K. The Parties acknowledge and agree that SCFE Manager is not performing services as the agent of the Parties, but rather, as a service provider, and SCFE Manager does not assume any fiduciary duties to the Parties in the performance of these financial and general services.

IV. Ambulance Services.

- A. SCFE, through SCFE Manager, shall contract with the County to provide emergency ambulance services (“Ambulance Contract”) and shall provide those services, in whole or in part, through a written subcontract with a private ambulance service (“Ambulance Subcontract”) in accordance with Sections 1797.230 and 1797.231 of the California Health and Safety Code.
- B. SCFE, through SCFE Manager, shall award the Ambulance Subcontract pursuant to a competitive bidding process in accordance with Section 1797.231 of the California Health and Safety Code.
- C. SCFE, through SCFE Manager, may contract with third parties to provide nonemergency ambulance services.
- D. SCFE, through SCFE Manager, shall invoice and collect for all emergency and nonemergency ambulance services rendered by SCFE.
- E. SCFE, through SCFE Manager, shall participate in the PP-GEMT IGT Program.

- F. The Parties acknowledge and agree that SCFE's authorized service area under the Ambulance Contract shall consist of all the unincorporated and incorporated areas of County, excluding the Vacaville Fire Protection District (also known as "Zone C"), the City of Vacaville, and Travis Air Force Base.
- G. Except as otherwise provided in this Agreement, the Parties shall not:
 - 1. Provide, furnish, operate, conduct, charge for, advertise, or engage in or profess to be engaged in the business of, emergency and nonemergency ambulance services;
 - 2. Contract, pay, or reimburse for emergency and nonemergency ambulance services; or
 - 3. Grant a permit, license, or franchise for emergency and nonemergency ambulance services.

V. First Responder, Advanced Life Support ("FRALS") Services.

- A. The City Parties shall, and the District Parties may, provide FRALS services within their jurisdictions 24 hours a day, 365 days a year, subject to the terms and conditions of their ALS Non-Transport Agreements with Solano County Emergency Medical Services Cooperative ("SEMSC"). The City and District Parties providing FRALS services shall be known as the "FRALS Parties."
- B. SCFE, through the SCFE Manager, and the FRALS Parties shall enter into a separate agreement ("FRALS Subcontract"), which shall set forth the terms and conditions of the FRALS Parties' provision of FRALS as subcontractors of SCFE, including but not limited to provisions on the following subjects:
 - 1. FRALS Parties' compliance with all statutory, regulatory, and contractual requirements for FRALS services and EMT-Paramedic personnel;
 - 2. SCFE's resupply and restocking of disposable EMS supplies for FRALS Parties; and
 - 3. FRALS Parties' fees for providing FRALS services to SCFE, which shall not exceed the reasonable costs of providing such services, and all terms and conditions for such payments, such as, for example, the timing of payments by SCFE to the FRALS Parties, the allocation of FRALS payments between and among the FRALS Parties based on each Party's percentage of call volume, and any modifications to any of the foregoing.

VI. Effective Date.

- A. The effective date of this Agreement shall be [REDACTED] and shall continue in full force and effect until terminated pursuant to Section VII, below.

- B. Condition Precedent. Notwithstanding the foregoing, this Agreement shall become effective if and only upon County awarding the Ambulance Contract to SCFE.

VII. Withdrawal, Termination, and Dissolution.

- A. A Party may withdraw as a party to this Agreement by providing at least 180 days' written notice. Such withdrawal shall be effective on the first day of the next fiscal year, unless otherwise agreed to by all Parties. Such withdrawing Party shall perform all obligations and other activities and information performed or related to the services provided by the Parties under this Agreement prior to the effective date of withdrawal.
- B. The Agreement shall terminate if:
 - 1. The number of parties to this Agreement becomes less than two, or if all the parties unanimously agree to terminate the Agreement; or
 - 2. The Ambulance Contract is terminated.
- C. If the Parties have accumulated any assets relating to the services provided under this Agreement prior to termination, such assets shall be distributed among the Parties per their respective contributions, unless otherwise agreed to by all Parties.

VIII. Amendments to Agreement.

- A. This Agreement may only be amended by approval of all the Parties to this Agreement.
- B. The Executive Committee may recommend an amendment to this Agreement. The Executive Committee shall forward the proposed amendment with its recommendation to the legislative body of each Party, which shall be adopted, properly executed, and returned to the Executive Committee if the Party concurs with the amendment. This Section shall not prevent the Parties from adopting an amendment to this agreement that is not recommended by the Executive Committee.
- C. Agencies, as defined in the Joint Exercise of Powers Act, which are not parties hereto, may become Parties hereto only by amendment to this Agreement and upon approval of all the Parties to this Agreement.

IX. Miscellaneous.

- A. Notice. Whenever notice or other communication is permitted or required by this Agreement, it shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) calendar days after having been sent by registered or

certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt, and addressed as follows:

[Name]
[Title]
City of Fairfield
1000 Webster Street
Fairfield, CA 94533
[email address]

[Name]
[Title]
City of Benicia
250 East L Street
Benicia, CA 94510
[email address]

[Name]
[Title]
City of Dixon
600 East A
Dixon, CA 94520
[email address]

[Name]
[Title]
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590
[email address]

[Name]
[Title]
City of Rio Vista
One Main Street
Rio Vista, CA 94571
[email address]

[Name]
[Title]
City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585
[email address]

[Name]
[Title]
Cordelia Fire Protection District
2155 Cordelia Road,
Fairfield, CA 94534
[email address]

[Name]
[Title]
Montezuma Fire Protection District
21 N 4th Street
Rio Vista, CA 94571
[email address]

[Name]
[Title]
East Vallejo Fire Protection District
[address 1]
[address 2]
[email address]

[Name]
[Title]
Dixon Fire Protection District
205 Ford Way
Dixon, CA 95620
[email address]

[Name]
[Title]
Suisun Fire Protection District
445 Jackson St
Fairfield, CA 94533
[email address]

[Name]
[Title]
Vacaville Fire Protection District
420 Vine St
Vacaville, CA 95688
[email address]

A Party may change the address and email address to which notices shall be sent by giving notice of the change as provided herein.

- B. Severability. Should any part, term, portion, or provision of this Agreement or the application thereof of any person or circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

C. Indemnification

1. Mutual Indemnity: The Parties agree that the City of Fairfield, shall indemnify, defend and hold all other Parties, including their officers, members, employees, and/or agents from any and all acts, claims, omissions, liabilities, and losses resulting in injuries or damages to persons and/or property which result from the negligent or wrongful acts or omissions of SCFE Manager, or its officers, employees, and/or agents in the performance of its duties under the scope of work set forth by this Agreement and under all applicable federal, state and local laws, rules and regulations. The Parties further agree that each non-SCFE Manager Party shall indemnify, defend and hold the City of Fairfield harmless, including its officers, employees, and/or agents from any and all acts, claims, omissions, liabilities, and losses resulting in injuries or damages to persons and/or property which result from the negligent or wrongful acts or omissions of the such non-SCFE Manager Party or its officers, members, agents and/or employees in the performance of its duties under the scope of work set forth herein and under all applicable state, federal and local laws, rules and regulations.
2. Comparative Negligence: In the event a third party claim or suit alleges concurrent negligence of SCFE Manager, its officers, employees, and/or agents, and all other Parties, their officers, employees, and/or agents, then the liability for any and all claims for injuries and damages to persons and/or property which arise out of this Agreement shall be apportioned under the established California theory of comparative negligence as it may be modified from time to time. The Parties shall each immediately notify the other in writing upon receiving notice of a claim or suit which includes, or reasonably may include, the other party. Prior to the separate settlement of any third-party court action against both SCFE Manager and any or all of the other Parties, the settling Party or Parties shall provide written notice to all Parties and the court pursuant to Code of Civil Procedure section 877.6 of the settlement regardless of whether a confidentiality agreement has been

entered into by the settling Party or Parties.

D. Legal Representation and Advice.

1. SCFE, through SCFE Manager, shall retain counsel to provide legal advice and counsel to SCFE and SCFE Manager on legal matters and issues related to this Agreement and the SCFE services and programs set forth herein. SCFE counsel fees and expenses shall be paid from the risk management reserve fund in section III.I.3., above.
2. The Parties other than the SCFE Manager shall obtain legal advice and counsel from their respective counsel regarding legal matters or issues related to this Agreement and the SCFE services and programs set forth herein. The costs for such legal advice and counsel shall be born by such other Parties.

E. Insurance.

1. SCFE shall maintain liability insurance to meet or exceed the insurance requirements set forth by the County of Solano as specified in the Ambulance Contract. The Ambulance Subcontractor, as defined in Section IV.A. of this Agreement, shall supply evidences of coverage required under the Ambulance Contract.
2. Each Party shall be responsible for maintaining a program of insurance that shall cover each Party's indemnification obligations.

F. Additional Document and Agreements. The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

G. Successors. This Agreement shall bind and inure to the benefit of all successors and assigns of the parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

H. Warranty of Legal Authority. Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder.

I. Assignment/Delegation. No Party shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Parties, which shall not be unreasonably withheld, and no assignment shall be of any force or effect whatsoever unless and until the other parties shall have so consented. Provided, however, that any Party may employ such consultants as it deems necessary.

J. No Third-Party Beneficiary. This Agreement is only for the benefit of the Parties

as municipal or local governmental entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or party shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

K. Waiver. The failure of either party to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement in any one or more instances shall not be construed as a waiver or a relinquishment of any such terms, covenants, or conditions and all of the same shall be in full force and effect.

L. Construction of Agreement.

1. The recitals set forth above are adopted as a part of the Agreement, and the Parties acknowledge and agree that the facts set forth therein are true, accurate, and complete.
2. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
3. The plural shall include the singular and the singular shall include the plural throughout the terms of this Agreement.
4. The Parties acknowledge that for purposes of construing this Agreement, none of the Parties shall be deemed to be the drafter.
5. The headings in this Agreement are for convenience of reference only and are not to be used in construing or interpreting any provision of this Agreement.

M. Dispute Resolution.

1. Mediation. Should any dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within 30 days of a request unless they mutually agree to a longer period. The mediator shall be agreed to by the Parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by an agreed-upon service or parties themselves. The mediator shall be selected by a mutually agreed random selection. The cost of mediation shall be borne equally by the Parties. No Party shall be deemed the prevailing party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall not last more than 60 days, unless the 60-day period is extended in writing by the Parties.
2. Venue. Venue for all legal actions, suits, or proceedings relative to the formation, interpretation, or performance of this Agreement shall be exclusively vested in the state courts of the County of Solano,

notwithstanding the provisions of Code of Civil Procedure section 394.

3. Attorney's Fees. In any legal action, suit, or proceeding brought to enforce or interpret any provision of this Agreement, or where any provision of this Agreement is validly asserted as a defense, the prevailing party or parties shall be entitled to recover from the other party or parties the reasonable attorney's fees, costs, and expenses incurred in such action, suit, or proceeding, in addition to any other relief to which the prevailing party or parties may be entitled.

N. Entire Agreement. This document is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be transmitted electronically and executed in counterparts, each such executed electronic copy shall be admissible for any purpose and in any judicial or administrative proceeding as evidence of the agreement between the Parties.

O. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute the agreement between the parties.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement as of the day and year first above written:

CITY OF FAIRFIELD

CITY OF BENICIA

[Name]
[Title]

Date

[Name]
[Title]

Date

CITY OF DIXON

CITY OF VALLEJO

[Name]
[Title]

Date

[Name]
[Title]

Date

CITY OF RIO VISTA

CITY OF SUISUN CITY

[Name]
[Title]

Date

[Name]
[Title]

Date

CORDELIA FIRE PROTECTION
DISTRICT

MONTEZUMA FIRE PROTECTION
DISTRICT

[Name]
[Title]

Date

[Name]
[Title]

Date

EAST VALLEJO FIRE PROTECTION
DISTRICT

DIXON FIRE PROTECTION DISTRICT

[Name]
[Title]

Date

[[Name]
[Title]

Date

SUISUN FIRE PROTECTION DISTRICT

VACAVILLE FIRE PROTECTION
DISTRICT

[Name]
[Title]

Date

[Name]
[Title]

Date

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AGENDA TRANSMITTAL

MEETING DATE: December 5, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Approving the Appointment of one Representative and one Alternate to the Technical Advisory Committee (TAC) for the Community Action Partnership (CAP) of Solano Joint Powers Authority (JPA).. - (Lofthus: klofthus@suisun.com).

FISCAL IMPACT: There is no known fiscal impact.

STRATEGIC PLAN: Provide Good Governance.

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

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

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

The Joint Exercise of Powers Agreement for CAP Solano JPA included the creation of a Technical Advisory Committee (“TAC”). At that time, former Suisun City Housing Manager was appointed by name to the newly constituted Technical Advisory Committee

STAFF REPORT: Staffing changes necessitate an amendment to the resolution. Council is requested to adopt a resolution appointing staff, by position, to TAC to ensure continuity in regional participation. One appointment must be a trained/technical staff member. The JPA Board establishes procedures and regulations for the function of the TAC committee as the Board deems appropriate. The TAC committee provides technical advice and assistance and perform such other duties as are delegated by the Board.

Staff is requesting the City Council to appoint the Housing Programs Manager as the standing TAC representative for Suisun City and Deputy City Manager as the Alternate.

STAFF RECOMMENDATION: Council Adoption of Resolution No. 2023-___: Approving the Appointment of one Representative and one Alternate to the Technical Advisory Committee (TAC) for the Community Action Partnership (CAP) of Solano Joint Powers Authority (JPA).

DOCUMENTS ATTACHED:

1. Resolution Approving Appointment of Representative and Alternate to the Technical Advisory Committee (TAC) for the Community Action Partnership (CAP) of Solano Joint Powers Authority (JPA).
-

PREPARED BY:

Kris Lofthus, Deputy City Manager

REVIEWED BY:

Aaron Roth, Interim City Manager

APPROVED BY:

Aaron Roth, Interim City Manager

ATTACHMENTS:

1. [Resolution Approving Appointment of Representative and Alternate to the CAP Solano JPA Technical Advisory Committee.pdf](#)

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

WHEREAS, on March 15, 2022 the City Council adopted resolution 2022-40 affirming the Council's support for amending the governance structure of the CAP Solano JPA agreement which included the creation of a Technical Advisory Committee; and

WHEREAS, due to staffing necessities, council is requested to reappoint staff, by position, to the TAC by position to ensure for continuity in regional participation; and

1. Appointments to the CAP Solano JPA Technical Advisory Committee, made by Resolution 2022-40, are hereby rescinded.
2. The City Council hereby appoints Housing Programs Manager as the City's Representative to the CAP Solano JPA Technical Advisory Committee and the Deputy City Manager as the Alternate Representative

AYES: Councilmembers: _____

NOES: Councilmembers: _____

ABSENT: Councilmembers: _____

ABSTAIN: Councilmembers: _____

Anita Skinner, City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: December 5, 2023

CITY AGENDA ITEM: Suisun City Municipal Code Update:

- a. Council Adoption of Ordinance No. 808: An Ordinance of the City Council of the City of Suisun City, California, Repealing Chapter 1.16 (Administrative Compliance Orders) and Amending Chapter 1.20 (Administrative Citations) to Title 1 (General Provisions); and Amending Sections 1.08.030, 5.04.460, 5.16.240, 6.07.040(B), 8.040.050(U), 8.10.150(E), 9.16.010(F), 9.21.040, 9.28.080(B), 12.12.090, 12.12.090, 12.32.120, 15.04.090, and 21.08.020(A) of the Suisun City Municipal Code; and
- b. Council Adoption of Resolution 2023-___: Resolution of the City Council of the City of Suisun City, California, Establishing the Administrative Penalty Schedule for Violations of the Suisun City Municipal Code.

FISCAL IMPACT: Unknown at this time; increased costs related to enforcement will depend on policy direction.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: Early in 2023, the Mayor appointed Councilmember Dawson and then-Councilmember Hudson to the Illegal Dumping and Trash Ad Hoc Committee. The committee met with department heads and the City Attorney to address ways in which the City could strengthen its Municipal Code to minimize the impact of illegal dumping and accumulation of trash throughout the City.

Recently, the Council considered and adopted updates to Chapters 8.08 (Solid Wastes) and 8.12 (Public Nuisances). In order to more efficiently enforce the updated ordinances, as well as any other code provision, the City Attorney's Office proposes to update the civil fines provisions in the municipal code, removing references to specific civil fine amounts from the municipal code, and adoption of a civil fine schedule by city council resolution.

The City Council voted 5-0 to introduce the ordinance during a regular meeting held on November 21, 2023.

STAFF REPORT:

Proposed Ordinance

The proposed ordinance repeals Chapter 1.16, update Chapter 1.08, revises and clarifies the entirety of Chapter 1.20, and updates and removes provisions throughout the code imposing civil fines for violations, so that such civil fines can be adopted by resolution of the City Council.

The ordinance will make the following changes:

- (i) Amend Section 1.08.030 such that the fines for infractions will track the fine Government Code Section 36900. These are not civil fines, but the language cleanup is included as it will be beneficial for enforcement. The reason for this update to the language is that Section 36900 is amended periodically – to wit, since we adopted the fines in our code, the statute has added infraction fine amounts for building code violations and for violations of short term rentals ordinances. These added fines are higher, so we don’t want our code to inadvertently limit the amount of fines that can be charged.
- (ii) Repeal Chapter 1.16 (Administrative Compliance Orders) of the SCMC as it is duplicative of other provisions in the SCMC and is currently not being utilized.
- (iii) Amend Chapter 1.20 (Administrative Citations) to clarify the process for the issuance of administrative citations and imposition of civil fines for violations of SCMC provisions. Some examples include added definitions and language clean-ups, a section that expressly authorizes the City to contract for administrative citation processing, which would include processing appeals and recovery of fines, and a change from a hearing board to hear appeals to a hearing officer.
- (iv) In order to make civil fines more consistent and easier to determine, a number of additional code sections that include specific fine amounts are being amended to remove the specific amounts and to refer to the administrative fine schedule, as adopted by the City Council. (Note that Section 18.86.070 also will be amended, but will need to be reviewed by Planning Commission before it can be amended. That process has been started, and the ordinance will come to the Council in the near future.)
- (iv) At Council’s direction, the language has been added to Section 1.20.140 to provide the Council the discretion to waive payment of fines by individuals who lack the means:

C. A hardship waiver may be applied by any person who is unable to pay the fines. A hardship waiver application shall be made at the time of filing an appeal, in accordance with Section 1.20.080 (Advance deposit hardship waiver); or within 30 days of the date the fine assessment becomes final. A hardship waiver timely filed within 30 days of the date the fine assessment becomes final shall be accompanied by such relevant information and documentation as may be reasonably necessary to verify such status. Hardship for an individual shall include, but not be limited to, (1) a person who is receiving benefits pursuant to the Supplemental Security Income (SSI) and State Supplemental Payments (SSP) programs (Sections 12200 to 12205, inclusive, of the California Welfare and Institutions Code), the California Work Opportunity and Responsibility to Kids Act (CalWORKs) program (Chapter 2, commencing with Section 11200 of Part 3 of Division 9 of the California Welfare and Institutions Code), the Food Stamp program (7 U.S.C. Section 2011 et seq.) or Section 17000 of the Welfare and Institutions Code; (2) a person whose monthly income is 125% or less of the current monthly poverty line annually established by the Secretary of Health and Human Services pursuant to the Omnibus Budget Reconciliation Act of 1981, as amended. The City Council shall hear and make a final determination on a hardship waiver seeking relief from the payment of fines.

Proposed Resolution

Additionally, this agenda item proposes a resolution which would establish the administrative penalty schedule by setting forth the fines for violations of the municipal code.

The resolution proposes three tiers of penalty fines for violations of the SCMC. It should be noted that the Council can provide direction on amounts and how many tiers, the resolution is a template and can be easily amended.

Tier 1 fines would be \$100 for the first violation; \$200 for the second violation; and \$500 for the third and subsequent violations within a 12-month period. These fines apply to all violations unless indicated in the resolution. These fine amount are in line with what most cities have adopted, and match the fines provided in the Government Code for infractions.

Tier 2 Fines would be \$500 for the first violation; \$750 for the second violation; and \$1,000 for the third and subsequent violations within a 12-month period. Tier 2 fines are suggested for violations of Chapter 8.04 (Fireworks), Chapter 8.08 (Solid Wastes), Chapter 8.12 (Public Nuisances), Chapter 13.10 (Stormwater Management and Discharge Control), and Title 15 (Buildings and Construction).

Tier 3 Fines would be \$1,000 for the first violation; \$ 2,500 for the second violation; and \$5,000 for the third and subsequent violations within a 12-month period.

Currently, no violations of the SCMC would trigger Tier 3 fines; the Council, at its discretion, can amend the resolution at any time to add particular code sections that should be fined at Tier 3.

The resolution also establishes that any penalty amount imposed pursuant to Chapter 1.20 of the SCMC and the resolution will be deemed delinquent if is not timely paid. The delinquency penalty will be equal to 3% of the amount of the penalty remaining unpaid to the City. The delinquent penalty is also a suggestion and can be removed or changed at council's direction.

STAFF RECOMMENDATION: It is recommended that the City Council:

- a. Council Adoption of Ordinance No. 808: An Ordinance of the City Council of the City of Suisun City, California, Repealing Chapter 1.16 (Administrative Compliance Orders) and Amending Chapter 1.20 (Administrative Citations) to Title 1 (General Provisions); and Amending Sections 1.08.030, 5.04.460, 5.16.240, 6.07.040(B), 8.040.050(U), 8.10.150(E), 9.16.010(F), 9.21.040, 9.28.080(B), 12.12.090, 12.1.24.050, 12.32.120, 15.04.090, and 21.08.020(A) of the Suisun City Municipal Code; and
- b. Council Adoption of Resolution 2023-___: Resolution of the City Council of the City of Suisun City, California, Establishing the Administrative Penalty Schedule for Violations of the Suisun City Municipal Code.

DOCUMENTS ATTACHED:

1. Ordinance Amendment Civil Fines Changes Redline Version
2. Ordinance Amendment Civil Fines Changes Clean Version
3. Resolution Establishing the Administrative Penalty Schedule for Violations of the Suisun City Municipal Code.

PREPARED BY:

Elena Gerli, City Attorney

REVIEWED BY:

Aaron Roth, Interim City Manager

APPROVED BY:

Aaron Roth, Interim City Manager

ATTACHMENTS:

1. [Ordinance Amendment Civil Fines Changes Redline Version.pdf](#)
2. [Ordinance Amendment Civil Fines Changes Clean Version.pdf](#)
3. [Resolution Establishing the Administrative Penalty Schedule for Violations of the Suisun City Municipal Code - adoption.pdf](#)

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ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, REPEALING CHAPTER 1.16 (ADMINISTRATIVE COMPLIANCE ORDERS) AND AMENDING CHAPTER 1.20 (ADMINISTRATIVE CITATIONS) TO TITLE 1 (GENERAL PROVISIONS); AND AMENDING SECTIONS 1.08.030, 5.16.240, 6.07.040(B), 8.040.050(U), 8.10.150(E), 9.16.010(F), 9.21.040, 9.28.080(B), 12.12.090, 12.1.24.050, 12.32.120, 15.04.090, AND 21.08.020(A) OF THE SUISUN CITY MUNICIPAL CODE

WHEREAS, the City of Suisun City is a general law city in the County of Solano, State of California.

WHEREAS, pursuant to the Suisun City Municipal Code (SCMC), fines are levied as an incident of a voluntary act of an individual or business and not the result of property ownership.

WHEREAS, the City is responsible for enforcement of the SCMC in its entirety.

WHEREAS, the SCMC includes Chapter 1.16 (Administrative Compliance Orders), which is duplicative of other provisions in the SCMC, and which is not being utilized.

WHEREAS, the City Council finds that the amount of civil fines imposed for violations of municipal code provisions should be removed from the SCMC and adopted by resolution for consistency and ease of use.

WHEREAS, the City Council desires to amend and update the provisions throughout the SCMC to provide clarity and consistency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY ORDAINS AS FOLLOWS:

SECTION 1: The above recitals are correct and incorporated herein by reference.

SECTION 2: Chapter 1.16 (Administrative Compliance Orders) of Title 1 (General Provisions) of the Suisun Municipal Code is repealed and deleted in its entirety.

SECTION 3: Section 1.08.030 (Infraction penalty) of Chapter 1.08 (General Penalty) of Title 1 (General Provisions) is amended to read:

Any person convicted of an infraction for violation of an ordinance of the city is punishable by a fine as provided for in Section 36900 of the Government Code, including any amendments or successor statutes thereto.

SECTION 4: Chapter 1.20 (Administrative Citations) of Title 1 (General Provisions) of the Suisun Municipal Code is repealed and replaced with the following:

1.20.010 - Applicability.

A. This chapter provides for administrative citations which are in addition to all other legal and equitable remedies and provides an alternative to any criminal prosecutions which may be pursued by the city to address any violation of this code or of any regulations adopted under the authority of this code.

B. Use of the remedies and procedures of this chapter shall be at the city's sole discretion, and shall not limit or preclude the use of criminal or civil injunctive code enforcement proceedings in addition or in conjunction with this chapter.

1.20.020 - Definitions.

For purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them in this section:

"City" means the City of Suisun City.

"City manager" means the city's City Manager, and shall include their designee.

"Enforcement officer" means any city employee or agent of the city with the authority to enforce any provision of this code.

"Finance director" means the city's Director of Finance and shall include their designee.

"Person" means an individual or entity of any kind.

1.20.030 - Administrative citations.

A. Whenever an enforcement officer determines that a violation of any provision of this code has occurred, the enforcement officer shall have the authority to issue an administrative citation to any person responsible for the violation.

B. Prior to the issuance of an administrative citation for a violation which pertains to building, plumbing, electrical, or similar structural or zoning matters that does not create an immediate danger to health or safety, the enforcement officer shall provide a reasonable period of time not less than five business days to correct or otherwise remedy the violation.

C. Each administrative citation shall contain the following information:

1. The date of the violation;

2. The address or a definite description of the location where the violation occurred or is occurring;

1 3. The code section violated and a description of the acts or omissions constituting
2 the violation;

3 4. The amount of the penalty for the code violation, which amount shall be set by
4 city council resolution;

5 5. A description of the penalty payment process, including a description of the time
6 within which and the place to which the penalty shall be paid;

7 6. A description of the administrative citation review process, including the time
8 within which the administrative citation may be contested and the place from which a request
9 for hearing form to contest the administrative citation may be obtained; and

10 7. The name and signature of the enforcement officer.

11 D. Each day a violation continues is a new violation and may be cited as such.

12 1.20.040 - Service.

13 A. An administrative citation may be served by personal delivery on any person
14 determined to be responsible for the violation, or by certified mail, postage prepaid, return
15 receipt requested, addressed to a location reasonably likely to give notice to the responsible
16 party of the administrative citation, or posted in a conspicuous location on or in the vicinity of
17 the property.

18 B. All notices subsequent to service of a citation may be served either by personal
19 delivery or by certified mail, postage prepaid, return receipt requested, and shall be deemed
20 effective on the date of personal delivery or when the certified mail is either delivered or
21 delivery attempted. If the certified mail receipt is returned unsigned, then service may instead
22 be effected by regular first class mail, postage prepaid, provided that the notice sent by regular
23 mail is not returned by the postal service as undeliverable, and shall be deemed effective three
24 calendar days following deposit of the notice in the mail.

25 C. Where a violation of code provisions concerning the condition of real property
26 is involved, an administrative citation or subsequent written notices may be served by personal
27 delivery or by certified mail at the property owner address shown on the last equalized county
28 assessment roll. Where such delivery or service by certified mail upon the property owner is
unsuccessful, service may be effected alternately or additionally by posting a copy of the
citation or notice at a conspicuous location on the property which is the subject of the citation
or notice. Where service of any citation or notice is effected in compliance with the

requirements of this section, the asserted failure of any person to receive the notice shall not affect the validity of the citation, notice, or any proceedings related thereto.

1.20.050 Amount of administrative penalties.

The amounts of administrative penalties for code violations imposed pursuant to this chapter are set, and may be amended from time to time, by city council resolution. Late payment shall be subject to late payment penalties as established by city council resolution.

1.20.054 Authority to outsource collection and administrative hearing procedures.

The city may, at its discretion, hire a service provider to process administrative citations and appeals in accordance with Section 1.20.050 et seq. Any such vendor shall be deemed the city's designee.

1.20.060 - Payment of administrative penalties.

A. The administrative penalty shall be paid to the city through its finance director within 30 days from the date the administrative citation is served. If a hearing is requested pursuant to Section 1.20.070, the administrative penalty shall be deposited with the finance director or a notice shall be filed with the finance director that an advance hardship waiver has been requested as required in Section 1.20.080.

B. Any administrative penalty shall be refunded in accordance with Section 1.20.110(F) if it is determined, after a hearing, that the person charged in the administrative citation was not responsible for the violation or that no violation occurred.

1.20.070 - Hearing request.

A. Any recipient of an administrative citation may appeal the citation on the grounds that no violation occurred, or that they are not responsible for the violation, by filing a request for hearing form with the finance director within 30 days from the date of service of the administrative citation, together with either an advance deposit of the administrative penalty or a request for advance deposit hardship waiver form.

B. The person requesting the hearing shall be notified by first class mail, postage prepaid, of the time and place set for the hearings by mailing a notice of hearing at least 10 days prior to the date of the hearing.

C. If the enforcement officer submits an additional written report concerning the administrative citation to the hearing officer for consideration at the hearing, a copy of this

1 report also shall be mailed to the person requesting the hearing at least five days prior to the
2 hearing date.

3 1.20.080 - Advance deposit hardship waiver.

4 A. Any person who claims to be financially unable to make the advance deposit of
5 the fine as required in Section 1.20.070(A) may file a request for an advance deposit hardship
6 waiver.

7 B. The request shall be filed with the finance director on or before the filing of a
8 hearing request, and may only be made by the person who was issued the citation.

9 C. A hardship waiver request must be accompanied by a sworn declaration by the
10 requestor, together with any supporting evidence demonstrating the requestor's actual financial
11 inability to deposit the full amount of the fine in advance of the hearing.

12 D. The finance director shall issue a written determination listing the reasons for
13 determining to issue or not issue the advance deposit hardship waiver. The written
14 determination of the finance director shall be final, subject only to judicial review as provided
15 by law.

16 1. Upon receipt and review of satisfactory evidence, the finance director shall
17 waive the requirement of an advance deposit.

18 2. If the finance director determines not to waive the advance deposit, the requestor
19 shall remit the deposit to the city within 10 days of the date of the notice of that decision in
20 order to secure the hearing.

21 E. The finance director's written determination shall be served upon the person
22 who applied for the advance deposit hardship waiver.

23 1.20.090 - Hearing officer.

24 The city manager shall designate an impartial hearing officer to hear an appeal pursuant
25 to Section 1.20.070.

26 1.20.100 - Hearing procedures.

27 A. No appeal hearing shall be noticed unless the administrative penalty has been
28 deposited in advance in accordance with Section 1.20.070(A), or an advance deposit hardship
waiver has been issued in accordance with Section 1.20.080.

1 B. A hearing shall be set for a date that is not less than 15 days and not more than
2 60 days from the date of the filing of the request for hearing. The hearing may be continued for
3 good cause.

4 C. At the hearing, the appellant shall be given the opportunity to testify and present
5 evidence and cross-examine witnesses concerning the violation. That appellant may appear
6 personally or through an attorney. Prehearing discovery is not authorized, but subpoena of
7 witnesses and documents shall be permitted as authorized by law. The hearing shall be
8 conducted informally, both as to rules of procedure and admission of evidence, in any manner
9 which will provide a fair hearing.

10 D. The failure of an appellant to appear at the hearing may be deemed an admission
11 of the violation by the recipient and an admission that the amount of the administrative penalty
12 is appropriate and may constitute a failure to exhaust administrative remedies barring judicial
13 review.

14 E. The administrative citation and any additional report submitted by the
15 enforcement officer shall constitute presumptive evidence of the respective facts contained in
16 those documents.

17 F. The hearing officer may continue the hearing to request additional information
18 from the enforcement officer or the appellant.

19 1.20.110 - Hearing officer's decision.

20 A. After considering all of the testimony and evidence submitted at the hearing, the
21 hearing officer shall, based on a preponderance of the evidence, issue a written decision to
22 sustain or overturn the administrative fine and the reason for that decision. The decision of the
23 shall be issued within 15 days of the completion of the hearing, and shall include findings of
24 fact and conclusions of law. The hearing officer shall issue written findings on each violation.
25 The findings shall be supported by evidence received at the hearing.

26 B. If the hearing officer determines that the administrative citation should be upheld
27 and the fine has not been deposited pursuant to an advance deposit hardship waiver, the hearing
28 officer shall set forth in the decision a payment schedule for the fine.

C. If the hearing officer determines that the administrative fine should be
overturned, the city shall, within 10 days of the decision, refund the amount deposited.

1 D. The recipient of the administrative citation shall be served with a copy of the
2 hearing officer's written decision within 5 days of issuance.

3 F. The decision of the hearing officer shall be final upon service on the responsible
4 party, subject only to judicial review pursuant to Section 53069.4 of the Government Code. The
5 hearing officer's decision shall provide notice of this right of judicial review and the time
6 allowed therefore by law.

7 G. The employment, performance evaluation, compensation and benefits of the
8 hearing officer shall not be directly or indirectly conditioned upon the amount of the
9 administrative citation fines and other penalties upheld by the hearing officer.

10 1.20.120 – Collection of administrative penalties.

11 ~~A.~~ Administrative fines sustained by the hearing officer are a debt owed to the city
12 and in addition to all other means of enforcement, if the violation concerns the condition of real
13 property, may be enforced by means of a lien against the real property on which the violation
14 occurred in accordance with Section 1.20.170.

15 1.20.130 - Administrative costs.

16 A. The hearing officer may assess administrative costs against the person found
17 responsible for the violation when they sustain the administrative fine.

18 B. Administrative costs may include any and all costs incurred by the city in
19 connection with the hearing, including, but not limited to, cost of the enforcement officer
20 incurred in preparation for the hearing and participating in the hearing itself and costs of the
21 city to conduct the hearing. Failure to pay administrative costs in the amount specified in the
22 administrative hearing officer's decision on or before the date specified in that decision may be
23 collected in the same manner as delinquent fines.

24 1.20.140 - Failure to pay administrative penalties and costs.

25 Failure to pay the assessed administrative penalties and/or administrative costs specified
26 in a hearing officer's decision may be enforced as:

27 A. A personal obligation of the person found responsible for the violation; and/or

28 B. If the violation is in connection with real property, a lien upon the real property
in accordance with Section 1.20.170, which shall remain in effect until all of the administrative
penalties, interests, and administrative costs are paid in full.

1 C. A hardship waiver may be applied by any person who is unable to pay the fines.
2 A hardship waiver application shall be made at the time of filing an appeal, in accordance with
3 Section 1.20.080 (Advance deposit hardship waiver); or within 30 days of the date the fine
4 assessment becomes final. A hardship waiver timely filed within 30 days of the date the fine
5 assessment becomes final shall be accompanied by such relevant information and
6 documentation as may be reasonably necessary to verify such status. Hardship for an individual
7 shall include, but not be limited to, (1) a person who is receiving benefits pursuant to the
8 Supplemental Security Income (SSI) and State Supplemental Payments (SSP) programs
9 (Sections 12200 to 12205, inclusive, of the California Welfare and Institutions Code), the
10 California Work Opportunity and Responsibility to Kids Act (CalWORKs) program (Chapter
11 2, commencing with Section 11200 of Part 3 of Division 9 of the California Welfare and
12 Institutions Code), the Food Stamp program (7 U.S.C. Section 2011 et seq.) or Section 17000
13 of the Welfare and Institutions Code; (2) a person whose monthly income is 125% or less of
14 the current monthly poverty line annually established by the Secretary of Health and Human
15 Services pursuant to the Omnibus Budget Reconciliation Act of 1981, as amended. The City
16 Council shall hear and make a final determination on a hardship waiver seeking relief from the
17 payment of fines.

18 1.20.150 - Judicial review.

19 Any person subject to a decision of the hearing officer may obtain review of the decision
20 in the appropriate court pursuant to the provisions of California Government Code Section
21 53069.4.

22 1.20.160 - Collection of administrative penalties.

23 The city may collect the amount the assessed administrative penalties and administrative
24 costs by use of all available legal means, including recording of a lien pursuant to the provisions
25 of this chapter.

26 1.20.170 - Lien procedure.

27 A. Whenever the amount of any administrative penalty and/or administrative cost
28 imposed in connection with real property has not been satisfied in full within 90 days, unless
29 tollled by a timely request for judicial review pursuant to Government Code Section 53069.4 or
30 reversed by court order, this obligation may constitute a lien against any real property involved

1 where any violation was determined to concern the condition of that real property, or as a special
2 assessment against the property where the code violation occurred.

3 B. The finance director shall prepare and file with the city clerk a report stating the
4 amounts due and owing. The city clerk shall fix a time, date, and place for the city council to
5 hear such report and any protests or objections thereto.

6 C. The finance director shall cause written notice to be served on each property
7 owner whose interest is disclosed by the current county equalized assessment roll not less than
8 10 days prior to the time set for the hearing.

9 D. The lien provided herein shall have no force and effect until recorded with the
10 county auditor. Once recorded, the lien shall have the force and effect and priority of a judgment
11 lien governed by the provisions of Section 697.340 of the California Code of Civil Procedure
12 and may be extended as provided in Sections 683.110 through 683.220 of the California Code
13 of Civil Procedure.

14 E. Interest shall accrue on the principal amount of the judgment remaining
15 unsatisfied pursuant to law.

16 1.20.180 - Public hearing and protests of proposed liens.

17 A. Any person owning a legal or equitable interest in real property proposed to be
18 subject to a lien pursuant to Section 1.20.170 may file a written protest with the city clerk and/or
19 may protest orally at the city council hearing.

20 B. Each written protest or objection must contain a description of the property in
21 which the protesting party has a legal or equitable interest and the grounds of such protest or
22 objection. The grounds for protest or objection, and any evidence or testimony submitted in
23 support or in opposition to the imposition of a lien, shall be confined to whether the amount of
24 any administrative penalty and/or administrative cost imposed was satisfied in full within the
25 time allowed by law and/or successfully challenged by a timely writ of mandate.

26 C. The city council, after the hearing, shall adopt a resolution confirming,
27 discharging, or modifying the amount of lien based upon evidence produced at the hearing.

28 1.20.190 - Recording of lien.

Thirty days following the adoption of a resolution by the city council imposing a lien,
the finance director or designee shall file a certified copy of the cost report with the Solano
County auditor. The finance director or designee shall request the auditor to enter each

assessment on the Solano County tax roll and collect the amount of the assessment at the time and in the manner of ordinary municipal taxes. The lien may carry such additional administrative charges as set forth by resolution of the city council.

1.20.200 Personal obligation.

Any costs or penalties subject to collection under this chapter may be recovered as a personal obligation against the responsible party and may be referred to a collection agency or the City Attorney's Office for collection. Upon referral of these costs and obligations, the collection agency and the City Attorney's Office may seek collection through any legal means provided to them, including judicial action. Nothing in this section shall be affected by or affect the city's use of any other procedure provided in this chapter or by law to collect unpaid costs and penalties.

SECTION 4. Section 5.04.460 (Violations and Penalties) of Article VII (Enforcement) of Chapter 5.04 (Business Licenses Generally) of Title 5 (Business Taxes, Licenses and Regulations) is amended to read:

A. Any person, firm, corporation or other entity violating any provisions of this title shall be guilty of an infraction punishable pursuant to Chapter 1.08. Each day of a violation of this chapter shall be deemed a new violation.

B. Any person guilty of a violation of this chapter shall be liable for such costs, expenses and disbursements paid or incurred by the city in correction abatement and prosecution of the violation.

SECTION 5: Section 5.16.240 (Violation—Penalty) of Chapter 5.16 (Pawnbrokers, Secondhand Dealers And Junk Dealers) of Title 5 (Business Taxes, Licenses and Regulations) is amended to read:

Whenever in this chapter any act is prohibited or made or declared to be unlawful or an offense, or the doing of any act is required, or the failure to do any act if forbidden or declared unlawful, the violation of any such provision of this chapter is an infraction. Every day any violation of this chapter continues constitutes a separate offense.

SECTION 6: Section 6.07.040(B) (Enforcement and penalties) of Chapter 6.07 (Dangerous Animals) of Title 6 (Animals) is amended to read:

B. Violations and Penalties. Any violation of this chapter involving a dangerous animal shall be a misdemeanor punishable in accordance with Chapter 1.08.

SECTION 7: Subsection (U) of Section 8.04.050 (Safe and Sane Fireworks) of Chapter 8.04 (Fireworks) of Title 8 (Health and Safety) is amended to read:

U. Administrative Fines and Penalties

1. This chapter authorizes the imposition of administrative fines on any person who violates any provision of this chapter in order to encourage and obtain compliance with the provisions of this chapter for the benefit and protection of the entire community.

2. The issuance of citations, imposing administrative fines, right to appeal, and the right for an administrative hearing shall be performed in accordance with chapter 1.20.

3. This chapter governs the imposition, enforcement, collection and administrative review of all administrative fines, related to the possession, use, storage, sale and/or display of quantities less than 25 pounds of those fireworks classified as “dangerous fireworks” in California Health and Safety Code Section 12500, et seq., with the exception of a pyrotechnic licensee when operating pursuant to that license; and the use of “safe and sane fireworks” as defined in California Health and Safety Code Section 12500 et seq. on or at dates, times and/or locations other than those permitted by this chapter. Said administrative fines are imposed under authority of Government Code Section 53069.4, Health and Safety Code Section 12557, and the police power of the city.

4. Administrative Fines. Each person who violates any provision of this code as it relates to the possession, use, storage, sale and/or display of “dangerous fireworks” shall be subject to the imposition and payment of an administrative fine as set by city council resolution.

5. Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct a violation of this chapter, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of this chapter.

6. Because of the serious threat of fire or injury posed by the use of dangerous fireworks” that can result from persistent or repeated failures to comply with the provisions of this code and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this chapter imposes strict civil liability upon the owners of residential real property for all violations of this code existing on their residential real property.

1 **SECTION 8:** Subsection (E) of Section 8.10.150 (Enforcement) of Chapter 8.10
2 (Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste
3 Collection and Recycling Programs) of Title 8 (Health and Safety) is amended to read:

4 E. Penalty Amounts for Types of Violations. The penalty levels for city-issued
5 notices of violation shall be set by city council resolution.

6 **SECTION 9:** Subsection (F) of Section 9.16.010 (Juvenile curfew) of the Chapter 9.16
7 (Curfew for Minors) of Title 9 (Public Peace, Morals and Welfare) is amended to read:

8 F. Penalties and Fines.

9 1. Violation of any portion of this section shall constitute an infraction. There shall
10 be a separate infraction for each day on which a violation occurs. The city shall furnish notice
11 of any citation for an infraction under this section to the parent or legal guardian of the minor
12 who committed the infraction. The fines imposed under this section shall not be invalidated in
13 the event that the minor's parent or legal guardian does not receive or was not sent notice of the
14 citation or the fines associated therewith.

15 2. In addition to the fines listed in subsection (F)(1) of this section, the city may
16 recover administrative and transportation costs from parents or guardians of juvenile offenders
17 who violate this section consistent with the provisions of California Welfare and Institutions
18 Code Section 625.5 and in the amounts established in the city's master fee schedule.

19 3. Enforcement pursuant to this section shall be undertaken by the city of Suisun
20 City through its police department and the city attorney.

21 **SECTION 10:** Section 9.21.040 (Administrative Fines) of Chapter 9.21 (Social Hosts)
22 of Title 9 (Public Peace, Morals and Welfare) is amended to read:

23 In addition to any and all other costs, fees, penalties and expenses which may be
24 assessed or imposed as a result of a violation of this chapter, any person who violates any
25 provision of this chapter shall be liable and responsible for, and shall pay to the city an
26 administrative fine in an amount set by city council resolution.

27 **SECTION 11:** Subsection (B) of Section 9.28.080 (Abandoned carts) of Chapter 9.28
28 (Shopping Carts) of Title 9 (Public Peace, Morals and Welfare) is amended to read:

 B. Administrative Costs and Fines.

1. Any owner that fails to retrieve any abandoned cart after receiving the notice by the city shall pay the administrative fees established in the city's master fee schedule for providing notice to the owner and for retrieving and storing the cart.

2. Any owner that fails to retrieve an abandoned cart within three days of receiving the notice in accordance with this article in excess of three times during a specified six-month period shall be subject to an administrative fine pursuant to Chapter 1.20. An occurrence includes all carts owned by the owner that are impounded by the city in a one-day period. This fine shall be in addition to any other fees or costs that are due pursuant to the city's master fee schedule, and shall not be exclusive of any other remedies or penalties available to the city.

SECTION 12: Section 12.12.090 (Prohibitions on smoking at city parks and recreational areas) of Chapter 12.12 (Parks and Recreation Facilities) of Title 12 (Streets, Sidewalks and Public Places) is amended to read:

A. No person shall smoke a cigarette, cigar, pipe, electronic smoking device, or any other combustible substance within a city park or recreational area except in a designated area, or dispose of a lighted or unlighted cigarette, cigar, pipe, or any other combustible substance or tobacco-related waste within a park, marina waters or recreational facility, except in an ashtray or other device designated for such disposal.

B. Tot lot sandbox areas or playgrounds as defined in California Health and Safety Code Section 104495, shall remain governed by said Section 104495 as well as by this section.

C. Any person who violates this section is guilty of an infraction, in accordance with Chapter 1.08. Punishment under this section shall not preclude punishment pursuant to Health and Safety Code Section 104495, as well as Section 13002, Section 374.4 of the Penal Code, or any other provision of state law.

SECTION 13: Section 12.24.050 (Violations) of Chapter 12.24 (Camping on Public Property) of Title 12 (Parks and Recreation Facilities) of Title 12 (Streets, Sidewalks and Public Places) is amended to read:

The first violation of this chapter shall be an infraction punishable by a fine not exceeding \$50.00. The second and each subsequent violation of this chapter within a one-year period, may be prosecuted as a misdemeanor, punishable in accordance with Chapter 1.08.

SECTION 14: Section 12.32.120 (Violations) of Chapter 12.32 (Special Events Permit) of Title 12 (Streets, Sidewalks and Public Places) is amended to read:

1 A. Violations of this chapter shall be charged to the applicant and/or sponsor of the
2 event pursuant to Chapters 1.08 (General Penalty) as infractions, and 1.20 (Administrative
3 Citations) of this Code, as well as any other remedies available to the city at law or equity.
4 Unauthorized use of city water is punishable by a civil fine in an amount set by City Council
5 resolution.

6 B. In addition to the penalties provided for in Chapters 1.08 (General Penalty) and
7 1.20 (Administrative Citations) of this Code, sponsors, applicants, or participants of an event
8 may be cited and/or ejected from the public property for violations of this chapter, or other
9 unlawful conduct, after notice and an opportunity to cure the violation.

10 **SECTION 15:** Section 15.04.090 (Violations and penalties) of Chapter 15 (Permits –
11 Uniform Code) of Title 15 (Buildings and Construction) is amended to read:

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

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

23 C. Any person, firm, corporation or other entity which is guilty of an infraction
24 under this chapter is punishable pursuant to the fine amounts as set forth in Section 36900(c) of
25 the Government Code relating to violations of building and safety codes, including any
26 amendments or successor statutes thereto.

27 D. Any failure to correct the condition for which the infraction is imposed within a
28 period of seven days after the issuance of a citation, and for each seven-day period thereafter
may be treated as a separate and additional violation subject to the same penalties set forth
herein.

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

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

9 **SECTION 16:** Subsection (A) of Section 21.08.020 (Penalties) of the Chapter 21.08
10 (Rates) of Title 21 (Marinas) is amended to read:

11 A. Any person violating any of the provisions of this title shall be guilty of an
12 infraction, punishable in accordance with Chapter 1.08. Each day a violation continues is
13 considered a separate offense.

14 **SECTION 17: SEVERABILITY.** If any section, subsection, sentence, clause, or
15 phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of
16 any court of competent jurisdiction, such decision will not affect the validity of the remaining
17 portions of this ordinance. The City Council hereby declares that it would have passed this
18 ordinance and each and every section, subsection, sentence, clause, or phrase not declared
19 invalid or unconstitutional without regard to whether any portion of the ordinance would be
subsequently declared invalid or unconstitutional.

20 **SECTION 18: ADOPTION AND EFFECTIVE DATE.** This Ordinance shall be in
21 full force and effect 30 days after its second reading and adoption.

22 **SECTION 19: PUBLICATION.** The City Clerk is directed to cause this Ordinance
23 to be published within 15 days of its passage in a newspaper of general circulation published
and circulated within the City of Suisun City.

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

26
27
28 _____
Alma Hernandez, Mayor

1 ATTEST:

2
3 _____
4 Anita Skinner, City Clerk
5

6 APPROVED AS TO FORM
7 AND LEGAL CONTENT:
8 Aleshire & Wynder, LLP
9

10 _____
11 Elena Q. Gerli, City Attorney

12 **CERTIFICATION**

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

18 **AYES:** Councilmembers: _____
19 **NOES:** Councilmembers: _____
20 **ABSENT:** Councilmembers: _____
21 **ABSTAIN:** Councilmembers: _____

22 **WITNESS** my hand and the seal of said City this __ day of November 2023.

23 _____
24 Anita Skinner
25 City Clerk
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ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, REPEALING CHAPTER 1.16 (ADMINISTRATIVE COMPLIANCE ORDERS) AND AMENDING CHAPTER 1.20 (ADMINISTRATIVE CITATIONS) TO TITLE 1 (GENERAL PROVISIONS); AND AMENDING SECTIONS 1.08.030, 5.16.240, 6.07.040(B), 8.040.050(U), 8.10.150(E), 9.16.010(F), 9.21.040, 9.28.080(B), 12.12.090, 12.1.24.050, 12.32.120, 15.04.090, AND 21.08.020(A) OF THE SUISUN CITY MUNICIPAL CODE

WHEREAS, the City of Suisun City is a general law city in the County of Solano, State of California.

WHEREAS, pursuant to the Suisun City Municipal Code (SCMC), fines are levied as an incident of a voluntary act of an individual or business and not the result of property ownership.

WHEREAS, the City is responsible for enforcement of the SCMC in its entirety.

WHEREAS, the SCMC includes Chapter 1.16 (Administrative Compliance Orders), which is duplicative of other provisions in the SCMC, and which is not being utilized.

WHEREAS, the City Council finds that the amount of civil fines imposed for violations of municipal code provisions should be removed from the SCMC and adopted by resolution for consistency and ease of use.

WHEREAS, the City Council desires to amend and update the provisions throughout the SCMC to provide clarity and consistency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY ORDAINS AS FOLLOWS:

SECTION 1: The above recitals are correct and incorporated herein by reference.

SECTION 2: Chapter 1.16 (Administrative Compliance Orders) of Title 1 (General Provisions) of the Suisun Municipal Code is repealed and deleted in its entirety.

SECTION 3: Section 1.08.030 (Infraction penalty) of Chapter 1.08 (General Penalty) of Title 1 (General Provisions) is amended to read:

Any person convicted of an infraction for violation of an ordinance of the city is punishable by a fine as provided for in Section 36900 of the Government Code, including any amendments or successor statutes thereto.

SECTION 4: Chapter 1.20 (Administrative Citations) of Title 1 (General Provisions) of the Suisun Municipal Code is repealed and replaced with the following:

1.20.010 - Applicability.

A. This chapter provides for administrative citations which are in addition to all other legal and equitable remedies and provides an alternative to any criminal prosecutions which may be pursued by the city to address any violation of this code or of any regulations adopted under the authority of this code.

B. Use of the remedies and procedures of this chapter shall be at the city's sole discretion, and shall not limit or preclude the use of criminal or civil injunctive code enforcement proceedings in addition or in conjunction with this chapter.

1.20.020 - Definitions.

For purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them in this section:

"City" means the City of Suisun City.

"City manager" means the city's City Manager, and shall include their designee.

"Enforcement officer" means any city employee or agent of the city with the authority to enforce any provision of this code.

"Finance director" means the city's Director of Finance and shall include their designee.

"Person" means an individual or entity of any kind.

1.20.030 - Administrative citations.

A. Whenever an enforcement officer determines that a violation of any provision of this code has occurred, the enforcement officer shall have the authority to issue an administrative citation to any person responsible for the violation.

B. Prior to the issuance of an administrative citation for a violation which pertains to building, plumbing, electrical, or similar structural or zoning matters that does not create an immediate danger to health or safety, the enforcement officer shall provide a reasonable period of time not less than five business days to correct or otherwise remedy the violation.

C. Each administrative citation shall contain the following information:

1. The date of the violation;

2. The address or a definite description of the location where the violation occurred or is occurring;

1 3. The code section violated and a description of the acts or omissions constituting
2 the violation;

3 4. The amount of the penalty for the code violation, which amount shall be set by
4 city council resolution;

5 5. A description of the penalty payment process, including a description of the time
6 within which and the place to which the penalty shall be paid;

7 6. A description of the administrative citation review process, including the time
8 within which the administrative citation may be contested and the place from which a request
9 for hearing form to contest the administrative citation may be obtained; and

10 7. The name and signature of the enforcement officer.

11 D. Each day a violation continues is a new violation and may be cited as such.

12 1.20.040 - Service.

13 A. An administrative citation may be served by personal delivery on any person
14 determined to be responsible for the violation, or by certified mail, postage prepaid, return
15 receipt requested, addressed to a location reasonably likely to give notice to the responsible
16 party of the administrative citation, or posted in a conspicuous location on or in the vicinity of
17 the property.

18 B. All notices subsequent to service of a citation may be served either by personal
19 delivery or by certified mail, postage prepaid, return receipt requested, and shall be deemed
20 effective on the date of personal delivery or when the certified mail is either delivered or
21 delivery attempted. If the certified mail receipt is returned unsigned, then service may instead
22 be effected by regular first class mail, postage prepaid, provided that the notice sent by regular
23 mail is not returned by the postal service as undeliverable, and shall be deemed effective three
24 calendar days following deposit of the notice in the mail.

25 C. Where a violation of code provisions concerning the condition of real property
26 is involved, an administrative citation or subsequent written notices may be served by personal
27 delivery or by certified mail at the property owner address shown on the last equalized county
28 assessment roll. Where such delivery or service by certified mail upon the property owner is
unsuccessful, service may be effected alternately or additionally by posting a copy of the
citation or notice at a conspicuous location on the property which is the subject of the citation
or notice. Where service of any citation or notice is effected in compliance with the

requirements of this section, the asserted failure of any person to receive the notice shall not affect the validity of the citation, notice, or any proceedings related thereto.

1.20.050 Amount of administrative penalties.

The amounts of administrative penalties for code violations imposed pursuant to this chapter are set, and may be amended from time to time, by city council resolution. Late payment shall be subject to late payment penalties as established by city council resolution.

1.20.054 Authority to outsource collection and administrative hearing procedures.

The city may, at its discretion, hire a service provider to process administrative citations and appeals in accordance with Section 1.20.050 et seq. Any such vendor shall be deemed the city's designee.

1.20.060 - Payment of administrative penalties.

A. The administrative penalty shall be paid to the city through its finance director within 30 days from the date the administrative citation is served. If a hearing is requested pursuant to Section 1.20.070, the administrative penalty shall be deposited with the finance director or a notice shall be filed with the finance director that an advance hardship waiver has been requested as required in Section 1.20.080.

B. Any administrative penalty shall be refunded in accordance with Section 1.20.110(F) if it is determined, after a hearing, that the person charged in the administrative citation was not responsible for the violation or that no violation occurred.

1.20.070 - Hearing request.

A. Any recipient of an administrative citation may appeal the citation on the grounds that no violation occurred, or that they are not responsible for the violation, by filing a request for hearing form with the finance director within 30 days from the date of service of the administrative citation, together with either an advance deposit of the administrative penalty or a request for advance deposit hardship waiver form.

B. The person requesting the hearing shall be notified by first class mail, postage prepaid, of the time and place set for the hearings by mailing a notice of hearing at least 10 days prior to the date of the hearing.

C. If the enforcement officer submits an additional written report concerning the administrative citation to the hearing officer for consideration at the hearing, a copy of this

1 report also shall be mailed to the person requesting the hearing at least five days prior to the
2 hearing date.

3 1.20.080 - Advance deposit hardship waiver.

4 A. Any person who claims to be financially unable to make the advance deposit of
5 the fine as required in Section 1.20.070(A) may file a request for an advance deposit hardship
6 waiver.

7 B. The request shall be filed with the finance director on or before the filing of a
8 hearing request, and may only be made by the person who was issued the citation.

9 C. A hardship waiver request must be accompanied by a sworn declaration by the
10 requestor, together with any supporting evidence demonstrating the requestor's actual financial
11 inability to deposit the full amount of the fine in advance of the hearing.

12 D. The finance director shall issue a written determination listing the reasons for
13 determining to issue or not issue the advance deposit hardship waiver. The written
14 determination of the finance director shall be final, subject only to judicial review as provided
15 by law.

16 1. Upon receipt and review of satisfactory evidence, the finance director shall
17 waive the requirement of an advance deposit.

18 2. If the finance director determines not to waive the advance deposit, the requestor
19 shall remit the deposit to the city within 10 days of the date of the notice of that decision in
20 order to secure the hearing.

21 E. The finance director's written determination shall be served upon the person
22 who applied for the advance deposit hardship waiver.

23 1.20.090 - Hearing officer.

24 The city manager shall designate an impartial hearing officer to hear an appeal pursuant
25 to Section 1.20.070.

26 1.20.100 - Hearing procedures.

27 A. No appeal hearing shall be noticed unless the administrative penalty has been
28 deposited in advance in accordance with Section 1.20.070(A), or an advance deposit hardship
waiver has been issued in accordance with Section 1.20.080.

1 B. A hearing shall be set for a date that is not less than 15 days and not more than
2 60 days from the date of the filing of the request for hearing. The hearing may be continued for
3 good cause.

4 C. At the hearing, the appellant shall be given the opportunity to testify and present
5 evidence and cross-examine witnesses concerning the violation. That appellant may appear
6 personally or through an attorney. Prehearing discovery is not authorized, but subpoena of
7 witnesses and documents shall be permitted as authorized by law. The hearing shall be
8 conducted informally, both as to rules of procedure and admission of evidence, in any manner
9 which will provide a fair hearing.

10 D. The failure of an appellant to appear at the hearing may be deemed an admission
11 of the violation by the recipient and an admission that the amount of the administrative penalty
12 is appropriate and may constitute a failure to exhaust administrative remedies barring judicial
13 review.

14 E. The administrative citation and any additional report submitted by the
15 enforcement officer shall constitute presumptive evidence of the respective facts contained in
16 those documents.

17 F. The hearing officer may continue the hearing to request additional information
18 from the enforcement officer or the appellant.

19 1.20.110 - Hearing officer's decision.

20 A. After considering all of the testimony and evidence submitted at the hearing, the
21 hearing officer shall, based on a preponderance of the evidence, issue a written decision to
22 sustain or overturn the administrative fine and the reason for that decision. The decision of the
23 shall be issued within 15 days of the completion of the hearing, and shall include findings of
24 fact and conclusions of law. The hearing officer shall issue written findings on each violation.
25 The findings shall be supported by evidence received at the hearing.

26 B. If the hearing officer determines that the administrative citation should be upheld
27 and the fine has not been deposited pursuant to an advance deposit hardship waiver, the hearing
28 officer shall set forth in the decision a payment schedule for the fine.

C. If the hearing officer determines that the administrative fine should be
overturned, the city shall, within 10 days of the decision, refund the amount deposited.

1 D. The recipient of the administrative citation shall be served with a copy of the
2 hearing officer's written decision within 5 days of issuance.

3 F. The decision of the hearing officer shall be final upon service on the responsible
4 party, subject only to judicial review pursuant to Section 53069.4 of the Government Code. The
5 hearing officer's decision shall provide notice of this right of judicial review and the time
6 allowed therefore by law.

7 G. The employment, performance evaluation, compensation and benefits of the
8 hearing officer shall not be directly or indirectly conditioned upon the amount of the
9 administrative citation fines and other penalties upheld by the hearing officer.

10 1.20.120 – Collection of administrative penalties.

11 Administrative fines sustained by the hearing officer are a debt owed to the city and in
12 addition to all other means of enforcement, if the violation concerns the condition of real
13 property, may be enforced by means of a lien against the real property on which the violation
14 occurred in accordance with Section 1.20.170.

15 1.20.130 - Administrative costs.

16 A. The hearing officer may assess administrative costs against the person found
17 responsible for the violation when they sustain the administrative fine.

18 B. Administrative costs may include any and all costs incurred by the city in
19 connection with the hearing, including, but not limited to, cost of the enforcement officer
20 incurred in preparation for the hearing and participating in the hearing itself and costs of the
21 city to conduct the hearing. Failure to pay administrative costs in the amount specified in the
22 administrative hearing officer's decision on or before the date specified in that decision may be
23 collected in the same manner as delinquent fines.

24 1.20.140 - Failure to pay administrative penalties and costs.

25 Failure to pay the assessed administrative penalties and/or administrative costs specified
26 in a hearing officer's decision may be enforced as:

27 A. A personal obligation of the person found responsible for the violation; and/or

28 B. If the violation is in connection with real property, a lien upon the real property
in accordance with Section 1.20.170, which shall remain in effect until all of the administrative
penalties, interests, and administrative costs are paid in full.

1 C. A hardship waiver may be applied by any person who is unable to pay the fines.
2 A hardship waiver application shall be made at the time of filing an appeal, in accordance with
3 Section 1.20.080 (Advance deposit hardship waiver); or within 30 days of the date the fine
4 assessment becomes final. A hardship waiver timely filed within 30 days of the date the fine
5 assessment becomes final shall be accompanied by such relevant information and
6 documentation as may be reasonably necessary to verify such status. Hardship for an individual
7 shall include, but not be limited to, (1) a person who is receiving benefits pursuant to the
8 Supplemental Security Income (SSI) and State Supplemental Payments (SSP) programs
9 (Sections 12200 to 12205, inclusive, of the California Welfare and Institutions Code), the
10 California Work Opportunity and Responsibility to Kids Act (CalWORKs) program (Chapter
11 2, commencing with Section 11200 of Part 3 of Division 9 of the California Welfare and
12 Institutions Code), the Food Stamp program (7 U.S.C. Section 2011 et seq.) or Section 17000
13 of the Welfare and Institutions Code; (2) a person whose monthly income is 125% or less of
14 the current monthly poverty line annually established by the Secretary of Health and Human
15 Services pursuant to the Omnibus Budget Reconciliation Act of 1981, as amended. The City
16 Council shall hear and make a final determination on a hardship waiver seeking relief from the
17 payment of fines.

18 1.20.150 - Judicial review.

19 Any person subject to a decision of the hearing officer may obtain review of the decision
20 in the appropriate court pursuant to the provisions of California Government Code Section
21 53069.4.

22 1.20.160 - Collection of administrative penalties.

23 The city may collect the amount the assessed administrative penalties and administrative
24 costs by use of all available legal means, including recording of a lien pursuant to the provisions
25 of this chapter.

26 1.20.170 - Lien procedure.

27 A. Whenever the amount of any administrative penalty and/or administrative cost
28 imposed in connection with real property has not been satisfied in full within 90 days, unless
tollled by a timely request for judicial review pursuant to Government Code Section 53069.4 or
reversed by court order, this obligation may constitute a lien against any real property involved

1 where any violation was determined to concern the condition of that real property, or as a special
2 assessment against the property where the code violation occurred.

3 B. The finance director shall prepare and file with the city clerk a report stating the
4 amounts due and owing. The city clerk shall fix a time, date, and place for the city council to
5 hear such report and any protests or objections thereto.

6 C. The finance director shall cause written notice to be served on each property
7 owner whose interest is disclosed by the current county equalized assessment roll not less than
8 10 days prior to the time set for the hearing.

9 D. The lien provided herein shall have no force and effect until recorded with the
10 county auditor. Once recorded, the lien shall have the force and effect and priority of a judgment
11 lien governed by the provisions of Section 697.340 of the California Code of Civil Procedure
12 and may be extended as provided in Sections 683.110 through 683.220 of the California Code
13 of Civil Procedure.

14 E. Interest shall accrue on the principal amount of the judgment remaining
15 unsatisfied pursuant to law.

16 1.20.180 - Public hearing and protests of proposed liens.

17 A. Any person owning a legal or equitable interest in real property proposed to be
18 subject to a lien pursuant to Section 1.20.170 may file a written protest with the city clerk and/or
19 may protest orally at the city council hearing.

20 B. Each written protest or objection must contain a description of the property in
21 which the protesting party has a legal or equitable interest and the grounds of such protest or
22 objection. The grounds for protest or objection, and any evidence or testimony submitted in
23 support or in opposition to the imposition of a lien, shall be confined to whether the amount of
24 any administrative penalty and/or administrative cost imposed was satisfied in full within the
25 time allowed by law and/or successfully challenged by a timely writ of mandate.

26 C. The city council, after the hearing, shall adopt a resolution confirming,
27 discharging, or modifying the amount of lien based upon evidence produced at the hearing.

28 1.20.190 - Recording of lien.

Thirty days following the adoption of a resolution by the city council imposing a lien,
the finance director or designee shall file a certified copy of the cost report with the Solano
County auditor. The finance director or designee shall request the auditor to enter each

assessment on the Solano County tax roll and collect the amount of the assessment at the time and in the manner of ordinary municipal taxes. The lien may carry such additional administrative charges as set forth by resolution of the city council.

1.20.200 Personal obligation.

Any costs or penalties subject to collection under this chapter may be recovered as a personal obligation against the responsible party and may be referred to a collection agency or the City Attorney's Office for collection. Upon referral of these costs and obligations, the collection agency and the City Attorney's Office may seek collection through any legal means provided to them, including judicial action. Nothing in this section shall be affected by or affect the city's use of any other procedure provided in this chapter or by law to collect unpaid costs and penalties.

SECTION 4. Section 5.04.460 (Violations and Penalties) of Article VII (Enforcement) of Chapter 5.04 (Business Licenses Generally) of Title 5 (Business Taxes, Licenses and Regulations) is amended to read:

A. Any person, firm, corporation or other entity violating any provisions of this title shall be guilty of an infraction punishable pursuant to Chapter 1.08. Each day of a violation of this chapter shall be deemed a new violation.

B. Any person guilty of a violation of this chapter shall be liable for such costs, expenses and disbursements paid or incurred by the city in correction abatement and prosecution of the violation.

SECTION 5: Section 5.16.240 (Violation—Penalty) of Chapter 5.16 (Pawnbrokers, Secondhand Dealers And Junk Dealers) of Title 5 (Business Taxes, Licenses and Regulations) is amended to read:

Whenever in this chapter any act is prohibited or made or declared to be unlawful or an offense, or the doing of any act is required, or the failure to do any act if forbidden or declared unlawful, the violation of any such provision of this chapter is an infraction. Every day any violation of this chapter continues constitutes a separate offense.

SECTION 6: Section 6.07.040(B) (Enforcement and penalties) of Chapter 6.07 (Dangerous Animals) of Title 6 (Animals) is amended to read:

B. Violations and Penalties. Any violation of this chapter involving a dangerous animal shall be a misdemeanor punishable in accordance with Chapter 1.08.

SECTION 7: Subsection (U) of Section 8.04.050 (Safe and Sane Fireworks) of Chapter 8.04 (Fireworks) of Title 8 (Health and Safety) is amended to read:

U. Administrative Fines and Penalties

1. This chapter authorizes the imposition of administrative fines on any person who violates any provision of this chapter in order to encourage and obtain compliance with the provisions of this chapter for the benefit and protection of the entire community.

2. The issuance of citations, imposing administrative fines, right to appeal, and the right for an administrative hearing shall be performed in accordance with chapter 1.20.

3. This chapter governs the imposition, enforcement, collection and administrative review of all administrative fines, related to the possession, use, storage, sale and/or display of quantities less than 25 pounds of those fireworks classified as “dangerous fireworks” in California Health and Safety Code Section 12500, et seq., with the exception of a pyrotechnic licensee when operating pursuant to that license; and the use of “safe and sane fireworks” as defined in California Health and Safety Code Section 12500 et seq. on or at dates, times and/or locations other than those permitted by this chapter. Said administrative fines are imposed under authority of Government Code Section 53069.4, Health and Safety Code Section 12557, and the police power of the city.

4. Administrative Fines. Each person who violates any provision of this code as it relates to the possession, use, storage, sale and/or display of “dangerous fireworks” shall be subject to the imposition and payment of an administrative fine as set by city council resolution.

5. Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct a violation of this chapter, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of this chapter.

6. Because of the serious threat of fire or injury posed by the use of dangerous fireworks” that can result from persistent or repeated failures to comply with the provisions of this code and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this chapter imposes strict civil liability upon the owners of residential real property for all violations of this code existing on their residential real property.

SECTION 8: Subsection (E) of Section 8.10.150 (Enforcement) of Chapter 8.10 (Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection and Recycling Programs) of Title 8 (Health and Safety) is amended to read:

E. Penalty Amounts for Types of Violations. The penalty levels for city-issued notices of violation shall be set by city council resolution.

SECTION 9: Subsection (F) of Section 9.16.010 (Juvenile curfew) of the Chapter 9.16 (Curfew for Minors) of Title 9 (Public Peace, Morals and Welfare) is amended to read:

F. Penalties and Fines.

1. Violation of any portion of this section shall constitute an infraction. There shall be a separate infraction for each day on which a violation occurs. The city shall furnish notice of any citation for an infraction under this section to the parent or legal guardian of the minor who committed the infraction. The fines imposed under this section shall not be invalidated in the event that the minor's parent or legal guardian does not receive or was not sent notice of the citation or the fines associated therewith.

2. In addition to the fines listed in subsection (F)(1) of this section, the city may recover administrative and transportation costs from parents or guardians of juvenile offenders who violate this section consistent with the provisions of California Welfare and Institutions Code Section 625.5 and in the amounts established in the city's master fee schedule.

3. Enforcement pursuant to this section shall be undertaken by the city of Suisun City through its police department and the city attorney.

SECTION 10: Section 9.21.040 (Administrative Fines) of Chapter 9.21 (Social Hosts) of Title 9 (Public Peace, Morals and Welfare) is amended to read:

In addition to any and all other costs, fees, penalties and expenses which may be assessed or imposed as a result of a violation of this chapter, any person who violates any provision of this chapter shall be liable and responsible for, and shall pay to the city an administrative fine in an amount set by city council resolution.

SECTION 11: Subsection (B) of Section 9.28.080 (Abandoned carts) of Chapter 9.28 (Shopping Carts) of Title 9 (Public Peace, Morals and Welfare) is amended to read:

B. Administrative Costs and Fines.

1. Any owner that fails to retrieve any abandoned cart after receiving the notice by the city shall pay the administrative fees established in the city's master fee schedule for providing notice to the owner and for retrieving and storing the cart.

2. Any owner that fails to retrieve an abandoned cart within three days of receiving the notice in accordance with this article in excess of three times during a specified six-month period shall be subject to an administrative fine pursuant to Chapter 1.20. An occurrence includes all carts owned by the owner that are impounded by the city in a one-day period. This fine shall be in addition to any other fees or costs that are due pursuant to the city's master fee schedule, and shall not be exclusive of any other remedies or penalties available to the city.

SECTION 12: Section 12.12.090 (Prohibitions on smoking at city parks and recreational areas) of Chapter 12.12 (Parks and Recreation Facilities) of Title 12 (Streets, Sidewalks and Public Places) is amended to read:

A. No person shall smoke a cigarette, cigar, pipe, electronic smoking device, or any other combustible substance within a city park or recreational area except in a designated area, or dispose of a lighted or unlighted cigarette, cigar, pipe, or any other combustible substance or tobacco-related waste within a park, marina waters or recreational facility, except in an ashtray or other device designated for such disposal.

B. Tot lot sandbox areas or playgrounds as defined in California Health and Safety Code Section 104495, shall remain governed by said Section 104495 as well as by this section.

C. Any person who violates this section is guilty of an infraction, in accordance with Chapter 1.08. Punishment under this section shall not preclude punishment pursuant to Health and Safety Code Section 104495, as well as Section 13002, Section 374.4 of the Penal Code, or any other provision of state law.

SECTION 13: Section 12.24.050 (Violations) of Chapter 12.24 (Camping on Public Property) of Title 12 (Parks and Recreation Facilities) of Title 12 (Streets, Sidewalks and Public Places) is amended to read:

The first violation of this chapter shall be an infraction punishable by a fine not exceeding \$50.00. The second and each subsequent violation of this chapter within a one-year period, may be prosecuted as a misdemeanor, punishable in accordance with Chapter 1.08.

SECTION 14: Section 12.32.120 (Violations) of Chapter 12.32 (Special Events Permit) of Title 12 (Streets, Sidewalks and Public Places) is amended to read:

1 A. Violations of this chapter shall be charged to the applicant and/or sponsor of the
2 event pursuant to Chapters 1.08 (General Penalty) as infractions, and 1.20 (Administrative
3 Citations) of this Code, as well as any other remedies available to the city at law or equity.
4 Unauthorized use of city water is punishable by a civil fine in an amount set by City Council
5 resolution.

6 B. In addition to the penalties provided for in Chapters 1.08 (General Penalty) and
7 1.20 (Administrative Citations) of this Code, sponsors, applicants, or participants of an event
8 may be cited and/or ejected from the public property for violations of this chapter, or other
9 unlawful conduct, after notice and an opportunity to cure the violation.

10 **SECTION 15:** Section 15.04.090 (Violations and penalties) of Chapter 15 (Permits –
11 Uniform Code) of Title 15 (Buildings and Construction) is amended to read:

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

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

23 C. Any person, firm, corporation or other entity which is guilty of an infraction
24 under this chapter is punishable pursuant to the fine amounts as set forth in Section 36900(c) of
25 the Government Code relating to violations of building and safety codes, including any
26 amendments or successor statutes thereto.

27 D. Any failure to correct the condition for which the infraction is imposed within a
28 period of seven days after the issuance of a citation, and for each seven-day period thereafter
may be treated as a separate and additional violation subject to the same penalties set forth
herein.

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

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

9 **SECTION 16:** Subsection (A) of Section 21.08.020 (Penalties) of the Chapter 21.08
10 (Rates) of Title 21 (Marinas) is amended to read:

11 A. Any person violating any of the provisions of this title shall be guilty of an
12 infraction, punishable in accordance with Chapter 1.08. Each day a violation continues is
13 considered a separate offense.

14 **SECTION 17: SEVERABILITY.** If any section, subsection, sentence, clause, or
15 phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of
16 any court of competent jurisdiction, such decision will not affect the validity of the remaining
17 portions of this ordinance. The City Council hereby declares that it would have passed this
18 ordinance and each and every section, subsection, sentence, clause, or phrase not declared
19 invalid or unconstitutional without regard to whether any portion of the ordinance would be
subsequently declared invalid or unconstitutional.

20 **SECTION 18: ADOPTION AND EFFECTIVE DATE.** This Ordinance shall be in
21 full force and effect 30 days after its second reading and adoption.

22 **SECTION 19: PUBLICATION.** The City Clerk is directed to cause this Ordinance
23 to be published within 15 days of its passage in a newspaper of general circulation published
and circulated within the City of Suisun City.

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

26
27
28 _____
Alma Hernandez, Mayor

1 ATTEST:

2
3 _____
4 Anita Skinner, City Clerk
5

6 APPROVED AS TO FORM
7 AND LEGAL CONTENT:
8 Aleshire & Wynder, LLP
9

10 _____
11 Elena Q. Gerli, City Attorney

12 **CERTIFICATION**

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

18 **AYES:** Councilmembers: _____
19 **NOES:** Councilmembers: _____
20 **ABSENT:** Councilmembers: _____
21 **ABSTAIN:** Councilmembers: _____

22 **WITNESS** my hand and the seal of said City this __ day of November 2023.

23 _____
24 Anita Skinner
25 City Clerk
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WHEREAS, the City of Suisun City is a general law City located in the County of Solano, State of California.

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**ADMINISTRATIVE PENALTY
SCHEDULE**

Tier 1 Administrative Penalties.

Except as otherwise provided below, all violations of the SCMC are subject to the following administrative penalties:

- \$100 for the first violation;
- \$200 for the second violation within a 12-month period; and
- \$500 for the third and subsequent violations within a 12-month period.

Tier 2 Administrative Penalties

Violations of the following sections of the SCMC are subject to Tier 2 administrative fines, as follows:

- \$500 for the first violation;
- \$750 for the second violation within a 12-month period; and
- \$1,000 for the third and subsequent violations within a 12-month period.

Chapter 8.04 (Fireworks)

Chapter 8.08 (Solid Wastes)

Chapter 8.12 (Public Nuisances)

Chapter 13.10 (Stormwater Management and Discharge Control)

Title 15 (Buildings and Construction)

Tier 3 Administrative Penalties

Violations of the following sections of the SCMC are subject to Tier 3 administrative fines, as follows: \$1,000 for the first violation; \$2,500 for the second violation within a 12-month period; and \$5,000 for the third and subsequent violations within a 12-month period.

[currently Tier 3 fines do not apply to any violations of the SCMC]

Section 5. The adoption of this resolution approves and sets forth a procedure for establishing fines and penalties for administrative citations and is, therefore, exempt from the California Environmental Quality Act (Public Resources Code Sections 21090 et seq.) pursuant to Public Resources Code Section 21080(b)(8).

Section 6. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

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

State of California)
County of Solano County) ss
City of Suisun City)

I, Anita Skinner, City Clerk of the City of Suisun City, hereby certify that the above
Resolution No. 2023-__, was duly and regularly passed and adopted by the said City Council
at a regular meeting thereof 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

AGENDA TRANSMITTAL

MEETING DATE: December 5, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-__ Amending the Citywide Salary Schedule to Implement a 5% Wage Adjustment for Police Sergeant, Update the Salary Range for City Manager, Correct the Approximate Monthly Salary Published for Battalion Chief, Fire Engineer and Fire Captain Classifications, and Denote Flexibly Staffed Classifications.

FISCAL IMPACT: The additional cost associated with implementing the proposed resolution will not have an impact on the current fiscal year budget.

STRATEGIC PLAN: Provide Good Governance and Fiscal Solvency.

BACKGROUND: The current Citywide Salary Schedule implementing the negotiated base wage adjustments to employees and classifications represented by the Suisun City Professional Firefighters Association was approved by City Council on August 8, 2023, with the adoption of Resolution No. 2023-116.

STAFF REPORT:

The Citywide Salary Schedule is now being amended to implement a negotiated base wage adjustment for the Police Sergeant classification represented by the SCPOA to assist with recruitment. The recruitment for Police Sergeant has been open since August 11, 2023, without success, and it is anticipated a 5% base wage adjustment will help the City attract and retain qualified candidates.

The salary for the City Manager, which is typically negotiated and set by contract, has been updated to reflect a salary range of \$265,000.00 to \$280,000.00.

Battalion Chief, Fire Engineer, and Fire Captain classifications are designed to work a 48/96 work schedule in which they work a rotation of 48 hours on duty, followed by 96 hours off duty, resulting in 2912 annual working hours. This work schedule includes built in overtime into employees' regularly scheduled work hours. Historically, the Citywide Salary Schedule has listed an approximate average monthly salary for these classifications that reflected the average salary inclusive of the built-in overtime. In recent discussions with CalPERS (the California Public Employees' Retirement System), the city has received direction to correct the published approximate monthly salary for these Fire Safety classifications to remove the built in overtime from the published monthly average rate. There is no change to the hourly rate of pay for these classifications by making this correction.

The final update to the Citywide Salary Schedule identifies flexibly staff classification as required by the Personnel Rules, Administrative Directive 7, section 2.25 which states that "a flexibly staffed class series must be so designated in the salary resolution."

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023-__ - Amending the Citywide Salary Schedule to Implement a 5% Wage Adjustment for Police

Sergeant, Update the Salary Range for City Manager, Correct the Approximate Monthly Salary Published for Battalion Chief, Fire Engineer and Fire Captain Classifications, and Denote Flexibly Staffed Classifications.

DOCUMENTS ATTACHED: 1. Resolution No. 2023-___ - Amending the Citywide Salary Schedule to Implement a 5% Wage Adjustment for Police Sergeant, Update the Salary Range for City Manager, Correct the Approximate Monthly Salary Published for Battalion Chief, Fire Engineer and Fire Captain Classifications, and Denote Flexibly Staffed Classifications.

a. Citywide Salary Schedule

PREPARED BY:	Christina Penland, Human Resources Administrator
REVIEWED BY:	Aaron Roth, Interim City Manager
APPROVED BY:	Aaron Roth, Interim City Manager

ATTACHMENTS:

- 1. [Resolution Approving - Citywide Salary Schedule.pdf](#)
- a. [Salary Schedule - 12-5-2023.pdf](#)

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THAT the base wage adjustments for the Police Sergeant classification and employees in the Police Sergeant classification represented by SCPOA are effective December 8, 2023; and

THAT the new salary range for City Manager is effective November 7, 2023; and

THAT the published average monthly salary for Battalion Chief, Fire Engineer and Fire Captain will now be based on an average of scheduled work hours that does not include built in overtime consistent with CalPERS direction; and

THAT flexibly staffed classification series are now so designated per Administrative Directive 7, section 2.25; and

THAT the City Council of the City of Suisun City hereby adopts Resolution No. 2023-____: Amending the Citywide Salary Schedule to Implement a 5% Wage Adjustment for Police Sergeant, Update the Salary Range for City Manager, Correct the Approximate Monthly Salary Published for Battalion Chief, Fire Engineer and Fire Captain Classifications, and Denote Flexibly Staffed Classifications.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 5th day of December 2023, by the following vote:

AYES: Council Members: _____

NOES: Council Members: _____

ABSENT: Council Members: _____

ABSTAIN: Council Members: _____

WITNESS my hand and the seal of said City this 5th day of December 2023.

Anita Skinner, CMC
City Clerk

Attachments: A. Citywide Salary Schedule



City of Suisun City
Salary Schedule
Resolution Date: 12/5/2023

Job Class	Range	Hourly					Monthly Average		Effective Date	B.U.	FLSA
		A	B	C	D	E	Starting	Ending			
Account Clerk I (F)	268	\$23.74	\$24.93	\$26.18	\$27.49	\$28.86	\$4,116	\$5,003	07/07/23	SCEA	
Account Clerk II (F)	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 (F)	285	\$25.33	\$26.60	\$27.93	\$29.33	\$30.79	\$4,391	\$5,337	07/07/23	SCEA	
Administrative Assistant II (F)	307	\$27.87	\$29.26	\$30.72	\$32.26	\$33.87	\$4,830	\$5,871	07/07/23	SCEA	
Assistant Engineer (F)	389	\$40.76	\$42.80	\$44.94	\$47.19	\$49.54	\$7,065	\$8,588	07/07/23	SCMPEA	Exempt
Assistant Planner (F)	361	\$35.53	\$37.31	\$39.18	\$41.13	\$43.19	\$6,159	\$7,486	07/07/23	SCMPEA	Exempt
Associate Engineer (F)	409	\$44.84	\$47.08	\$49.43	\$51.90	\$54.50	\$7,772	\$9,447	07/07/23	SCMPEA	Exempt
Associate Planner (F)	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	\$9,215	\$11,201	07/21/23	Unrep	
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 (F)	320	\$29.63	\$31.11	\$32.66	\$34.30	\$36.01	\$5,135	\$6,242	07/07/23	SCEA	
Building Inspector II (F)	341	\$32.59	\$34.22	\$35.93	\$37.73	\$39.61	\$5,649	\$6,866	07/07/23	SCEA	
Building Maintenance Worker I (F)	272	\$24.21	\$25.42	\$26.69	\$28.02	\$29.42	\$4,196	\$5,100	07/07/23	SCEA	
Building Maintenance Worker II (F)	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	\$127.40	-	-	-	\$134.62	\$22,083	\$23,333	11/07/23	Unrep EM	Exempt
Code Enforcement Officer I (F)	310	\$28.28	\$29.69	\$31.17	\$32.73	\$34.37	\$4,901	\$5,958	07/07/23	SCEA	
Code Enforcement Officer II (F)	330	\$31.10	\$32.66	\$34.29	\$36.01	\$37.81	\$5,391	\$6,553	07/07/23	SCEA	
Community Services Officer I (F)	284	\$25.21	\$26.47	\$27.79	\$29.18	\$30.64	\$4,370	\$5,311	07/07/23	SCEA	
Community Services Officer II (F)	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	\$8,377	\$10,183	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

(C) Denotes Confidential Class

(F) Denotes a Flexibly Staffed Classification

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)	333	\$31.38	\$32.95	\$34.60	\$36.33	\$38.15	\$7,616	\$9,257	05/12/23	SCPFA
Fire Engineer (2912 annual hours)	A333	\$32.45	\$33.77	\$35.16	\$36.62	\$38.15	\$7,874	\$9,257	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
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
Housing Specialist I (F)	306	\$27.78	\$29.17	\$30.63	\$32.16	\$33.77	\$4,815	\$5,853	07/07/23	SCEA
Housing Specialist II (F)	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
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
Maintenance Worker I (F)	300	\$27.16	\$28.52	\$29.95	\$31.45	\$33.02	\$4,708	\$5,723	07/07/23	SCEA
Maintenance Worker II (F)	322	\$29.88	\$31.37	\$32.94	\$34.59	\$36.32	\$5,179	\$6,295	07/07/23	SCEA
Management Analyst I (F)	361	\$35.53	\$37.31	\$39.18	\$41.13	\$43.19	\$6,159	\$7,486	07/07/23	SCMPEA
Management Analyst II (F)	380	\$39.09	\$41.04	\$43.09	\$45.25	\$47.51	\$6,775	\$8,235	07/07/23	SCMPEA
Marketing Manager	379	\$38.82	\$40.76	\$42.80	\$44.94	\$47.18	\$6,728	\$8,178	07/07/23	SCMPEA
Office Assistant	263	\$23.22	\$24.38	\$25.60	\$26.88	\$28.23	\$4,025	\$4,892	07/07/23	SCEA
Permit Technician I (F)	303	\$27.48	\$28.86	\$30.30	\$31.82	\$33.41	\$4,764	\$5,791	07/07/23	SCEA
Permit Technician II (F)	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
Police Commander	498	\$70.53	\$74.05	\$77.76	\$81.64	\$85.73	\$12,225	\$14,859	07/07/23	SCMPEA
Police Evidence and Property Technician I (F)	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 (F)	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	460	\$56.96	\$59.81	\$62.80	\$65.94	\$69.24	\$9,874	\$12,002	12/05/23	SCPOA
Police Support Services Manager	413	\$46.48	\$48.81	\$51.25	\$53.81	\$56.50	\$8,057	\$9,793	07/07/23	SCMPEA
Principal Planner	433	\$51.59	\$54.17	\$56.88	\$59.73	\$62.71	\$8,943	\$10,870	07/07/23	SCMPEA
Project Manager	408	\$44.64	\$46.87	\$49.22	\$51.68	\$54.26	\$7,738	\$9,405	07/07/23	SCMPEA
Public Safety Dispatcher I (F)	314	\$28.82	\$30.26	\$31.77	\$33.36	\$35.03	\$4,995	\$6,071	07/07/23	SCPOA
Public Safety Dispatcher II (F)	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
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
Public Works Supervisor	370	\$37.07	\$38.93	\$40.87	\$42.92	\$45.06	\$6,426	\$7,811	07/07/23	SCMPEA
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
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

(C) Denotes Confidential Class

"" Denotes a Flexibly Staffed Classification

ity 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			
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
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 (F)	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	

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AGENDA TRANSMITTAL

MEETING DATE: December 5, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-____ - Approving the First Amendment to the Suisun City Police Officers' Association (SCPOA) Memorandum of Understanding (MOU) 2023-25 To Provide Police Sergeants With a 5% Base Wage Adjustment and Acknowledge Total Years of Sworn Law Enforcement Service to Qualify for Longevity Pay.

FISCAL IMPACT: The additional cost resulting from this MOU amendment can be absorbed in the current fiscal year budget due to salary savings resulting from vacancies.

STRATEGIC PLAN: Provide Good Governance and Ensure Fiscal Solvency.

BACKGROUND:

On July 18, 2023, the City Council approved a Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Police Officers' Association (SCPOA), effective July 1, 2023, through June 30, 2025 with the adoption of Resolution No. 2023-98.

On August 8, 2023, the City Council approved the Amended and Restated SCPOA MOU 2021-23 with the adoption of Resolution No. 2023-114.

STAFF REPORT:

The City and SCPOA's authorized labor relations representatives recently met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act, codified as Gov't Code Sections 3500-3511, and reached agreement regarding further modifications to the SCPOA MOU 2023-25. The proposed modifications will assist with attracting, recruiting, and retaining qualified candidates for sworn law enforcement positions. These proposed modifications have been ratified by the membership.

Specifically, the First Amendment would do the following if approved by the City Council:

- Provide a five percent 5% base wage increase to the Police Sergeant classification.
- Acknowledge total years of law enforcement service to qualify for Longevity.
- The effective date of this s amendment is December 8, 2023.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023-____ - Approving the First Amendment to the Suisun City Police Officers' Association (SCPOA) Memorandum of Understanding (MOU) 2023-25 To Provide Police Sergeants With a 5% Base Wage Adjustment and Acknowledge Total Years of Sworn Law Enforcement Service to Qualify for Longevity Pay.

DOCUMENTS ATTACHED: 1. Resolution No. 2023-____: Approving the First Amendment to the Suisun City Police Officers' Association (SCPOA) Memorandum of Understanding (MOU) 2023-25 To

Provide Police Sergeants With a 5% Base Wage Adjustment and Acknowledge Total Years of Sworn Law Enforcement Service to Qualify for Longevity Pay.

a. Amendment No. 1 to the SCPOA MOU 2023-25

PREPARED BY:	Christina Penland, Human Resources Administrator
REVIEWED BY:	Aaron Roth, Interim City Manager
APPROVED BY:	Aaron Roth, Interim City Manager

ATTACHMENTS:

- 1. [Resolution Approving SCPOA MOU 2023-25 Amendment No. 1.pdf](#)
- a. [SCPOA MOU 2023-25 Amendment No. 1.pdf](#)

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PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 5th day of December 2023, by the following vote:

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

WITNESS my hand and the seal of said City this 5th day of December 2023.

Anita Skinner
City Clerk

Exhibit A: First Amendment to the Amended and Restated SCPOA MOU 2023-25

**FIRST AMENDMENT TO THE
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
First Amendment to Amended and Restated MOU Approved by City Council December 5, 2023

**FIRST AMENDMENT TO THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY POLICE OFFICERS' ASSOCIATION
EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2025**

This First Amendment to the Amended & Restated Memorandum of Understanding between the City of Suisun City and the Suisun City Police Officers' Association effective July 1, 2023 through June 30, 2025 ("SCPOA MOU 2023-25") is made and entered into by and between the City of Suisun City, a municipal corporation ("City"), and the Suisun City Police Officers' Association ("SCPOA").

RECITALS:

WHEREAS, the City Council approved the SCPOA MOU 2023-25 through Resolution No. 2023 - 114 adopted August 8, 2023;

WHEREAS, the City and SCPOA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov't Code Sections 3500-3511, regarding compensation and benefit modifications for the classification of Police Sergeant;

WHEREAS, the City and SCPOA now desire to amend the SCPOA MOU 2023-25 to include additional compensation for the classification of Police Sergeant and provide broader eligibility for longevity pay for Police Sergeants, which modified terms were ratified by the SCPOA membership and then signed by the parties as reflected by this First Amendment; and

NOW, THEREFORE, it is hereby agreed that the SCPOA MOU 2023-25 is amended in the following particulars only:

Article 6, Section 1, of the SCPOA MOU 2023-25, entitled "Base Salary" shall be amended to include the additional provision subsection G. as follows (deletions in strikethrough; changes in ***bold italics***):

- G. Effective the first full pay period of December 2023, the Police Sergeant classification salary range shall be increased by five percent (5%) per the attached Exhibit A and persons holding positions within that salary range at that time shall receive a five percent (5%) base wage increase within the new salary range.***

Appendix A – Sworn Law Enforcement Employees, Article 1, Section 8, of the SCPOA MOU 2023-25, entitled "**Sworn Officer Longevity Pay**" shall be amended to include the following changes (deletions in strikethrough; changes in ***bold italics***):

8. Sworn Officer Longevity Pay.

Upon the completion of five (5) years of ~~continuous~~ full-time ~~City~~ ***sworn law enforcement*** 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~~ ***sworn***

law enforcement service shall be entitled to an additional three (3%) percent increase in compensation (for a total of six (6%) percent).

The representatives of the City and of the SCPOA have jointly prepared this First Amendment to the SCPOA MOU 2023-25, and jointly presented same to City Council of the City of Suisun City for determination pursuant to Government Code section 3505.1. Except as expressly provided for in this First Amendment to the SCPOA MOU 2023-25, all other provisions of the SCPOA MOU 2023-25 shall remain in full force and effect. The parties also knowlege that this First Amendment to the SCPOA MOU 2023-25 shall not be in full force and effect until adopted by resolution by the City Council of the City of Suisun City. Subject to the foregoing and in witness whereof, this First Amendment is hereby executed by the authorized representatives of the City and the SCPOA and entered into as of this 20th day of November 2023.

IT IS SO AGREED:

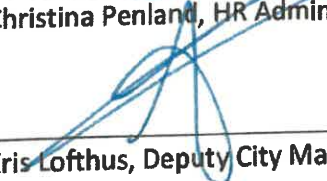
**CITY OF SUISUN CITY
REPRESENTATIVES:**



Aaron Roth, Interim City Manager



Christina Penland, HR Administrator




Kris Lofthus, Deputy City Manager



Colin Tanner, Deputy City Attorney

**SCPOA
REPRESENTATIVES:**

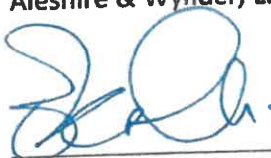


Eric Vera, SCPOA President



Sigfred Neri, SCPOA Vice President

Approved as to form
Aleshire & Wynder, LLP



Elena Q Gerli, City Attorney

EXHIBIT A –

NEW SALARY RANGE SCHEDULE FOR POLICE SERGEANTS EFFECTIVE DECEMBER 8, 2023

Job Class	Hourly					Monthly Average	
	A	B	C	D	E	Starting	Ending
Police Sergeant	\$56.96	\$59.81	\$62.80	\$65.94	\$69.24	\$9,874	\$12,002

AGENDA TRANSMITTAL

MEETING DATE: December 5, 2023

CITY AGENDA ITEM: Accept the Investment Report for the Quarter Ending September 30, 2023.

FISCAL IMPACT: No fiscal impact; informational only.

STRATEGIC PLAN: Ensure Fiscal Solvency; Provide Good Governance.

BACKGROUND: Each quarter it is necessary to produce an Investment Report showing how all City, Housing Authority, Successor Agency and Suisun-Solano Water Authority's available cash is invested, in terms of the type of investment, what institution it is invested in, and current value and interest earnings.

STAFF REPORT:

The total cash and investments (Par Amount) equaled to \$50,264,337 for the period ending June 30, 2023. In summary, the cash and investment portfolio consist of the following governmental funds:

SSWA 2019 Series Bond Proceeds	\$ 573,224
Energy Conservation Project- ENGIE	\$ 376,689
Debt Service Reserves	\$ 4,278,958
General Fund	\$ 9,379,010
Trust/Fiduciary Funds	\$15,559,481
All Other Funds	\$20,096,974
Total	\$50,264,337

In terms of return on our investment managed by PFM Asset Management LLC, the current yield to maturity at cost is 3.91% with an average life of 906 days. The average Local Agency Investment Fund (LAIF) return for the current quarter is 3.59%. As of September 30, 2023, the Par Value of investment managed by PFM Asset Management is \$23,035,565, The report is available upon request to Finance Department.

According to PFM's quarterly report, the third quarter was characterized by the consumer continuing to spend, supported by rising wages and a strong labor market. The potential for additional monetary policy tightening by the Federal Reserve (Fed) remains possible in light of the Fed's projections for stronger gross domestic product (GDP) growth, higher inflation, and slightly lower unemployment for the balance of the year.

Recent market volatility has caused most fixed-income investors to experience significant unrealized losses. Unrealized gains or losses are the difference between the current market value of an investment and its carrying value on the books, usually measured by amortized cost (or under some accounting treatments, original purchase cost).

The recent surge in unrealized losses occurred primarily because interest rates rose sharply in 2022, noting that fixed-income security prices and therefore market values move inversely to interest rates.

Unrealized losses reflect market values at a point in time and will vary day-to-day. However, losses are only monetized, or “realized,” when a security is sold. If fixed-income investments are held to maturity, unrealized losses dissipate, and the full principal is returned at maturity. So, while unrealized losses reflect the value of each asset if it were sold at today’s prices, outside of permanent impairment, unrealized losses could be thought of as temporary, if the intent is to hold to maturity.

As can be seen in the Pie Chart on the last page of the attached Investment Report, nearly 96% of the cash (other than cash in checking accounts) is invested in federally insured CDs, US Treasuries, Agency Notes, Commercial Paper, Corporate Notes or LAIF, all of which generate modest yields.

STAFF RECOMMENDATION: It is recommended that the Council/Authority accept the Quarter Ending September 30, 2023, Financial Officer’s Investment Report.

DOCUMENTS ATTACHED:

1. Financial Officer’s Investment Report, for the Quarter Ending September 30, 2023.

PREPARED BY:

Elizabeth Luna, Accounting Services Manager

REVIEWED BY:

Lakhwinder Deol, Finance Director

APPROVED BY:

Aaron Roth, Acting City Manager

ATTACHMENTS:

1. [Finance Officer's Investment Report for Quarter Ending September 30, 2023.pdf](#)

City of Suisun City,
Successor Agency, Housing Authority and Suisun-Solano Water Authority
FINANCIAL OFFICER'S INVESTMENT REPORT

September 30, 2023

<u>Category of Investment</u>	<u>Name of Institution</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Market Value*</u>	<u>Amortized Cost</u>	<u>Curr Yield At Market</u>	<u>Est Annual Income</u>
Checking Account	West America Bank	Demand Deposit	\$ 2,103,908	\$ 2,103,908	\$ 2,103,908	0.000%	\$ -
State Investment-CITY	LAIF*	Demand Deposit	\$ 19,836,932	\$ 19,565,320	\$ 19,836,932	3.534%	\$ 701,037
Total Cash Equivalents			\$ 21,940,840	\$ 21,669,228	\$ 21,940,840	3.534%	\$ 701,037
2019 SSWA Bond Proceeds	US Bank	Demand Deposit	\$ 573,225	\$ 573,225	\$ 573,225	0.000%	\$ -
Lease Equipment Purchase Proceeds-Engle	Sterling National Bank	Demand Deposit	\$ 376,689	\$ 376,689	\$ 376,689	0.000%	\$ -
Total Bond/Loan Proceeds			\$ 949,914	\$ 949,914	\$ 949,914	0.000%	\$ -
MUFG Bank LTD/NY Comm Paper	62479LC45	3/4/2024	\$ 400,000	\$ 390,166	\$ 390,476	5.748%	\$ 22,427
Cooperative Rabobank UA Comm Paper	21687AC43	3/4/2024	\$ 460,000	\$ 448,728	\$ 449,008	5.768%	\$ 25,884
NATIXIS NY Branch Comm Paper	63873JCK4	3/19/2024	\$ 400,000	\$ 389,153	\$ 389,460	5.815%	\$ 22,630
JP Morgan Securities LLC Comm Paper	46640PD26	4/2/2024	\$ 225,000	\$ 218,104	\$ 218,560	5.857%	\$ 12,775
Credit Agricole CIB NY Comm Paper	22533TDW3	4/30/2024	\$ 450,000	\$ 434,867	\$ 435,240	5.844%	\$ 25,413
Prudential Funding LC Comm Paper	74433GEH5	5/17/2024	\$ 345,000	\$ 332,253	\$ 332,710	5.896%	\$ 19,588
Total Commercial Paper			\$ 2,280,000	\$ 2,213,271	\$ 2,215,454	5.805%	\$ 70,941
Bank of America NA Cert Depos	06052T3H1	12/12/2023	\$ 325,000	\$ 325,001	\$ 325,000	5.750%	\$ 18,688
BNP Paribas NY Branch Cert Depos	05586FD53	2/1/2024	\$ 440,000	\$ 439,794	\$ 439,999	5.823%	\$ 25,608
Toronto Dominion bank NY cert	89115BRL6	7/5/2024	\$ 325,000	\$ 324,900	\$ 325,000	6.032%	\$ 19,598
Westpac Banking Corp NY Cert Depos	96130AUL0	8/2/2024	\$ 450,000	\$ 449,281	\$ 449,983	5.859%	\$ 26,325
Bank of Montreal Chicago Cert Depos	06367DC60	8/16/2024	\$ 330,000	\$ 329,827	\$ 330,000	5.973%	\$ 19,701
Toronto Dominion bank NY cert	89115B6K1	10/27/2025	\$ 250,000	\$ 249,917	\$ 250,000	5.602%	\$ 14,000
Cooperat Rabobank UA/NY ert Depos	21684LGS5	7/17/2026	\$ 250,000	\$ 244,748	\$ 250,000	5.189%	\$ 12,700
Natixis NY Branch Cert Depos	63873QP65	9/18/2026	\$ 160,000	\$ 159,485	\$ 160,000	5.628%	\$ 8,976
Total Certificates of Deposit			\$ 2,530,000	\$ 2,522,952	\$ 2,529,981	45.856%	\$ 145,596
BMWOT 2022-A A3	05602RAD3	8/25/2026	\$ 60,000	\$ 58,524	\$ 59,998	3.291%	\$ 1,926
HART 2022-A A3	448977AD0	10/15/2026	\$ 110,000	\$ 106,248	\$ 109,997	2.298%	\$ 2,442
GMCAR 2022-1 A3	380146AC4	11/16/2026	\$ 49,543	\$ 47,675	\$ 49,540	1.309%	\$ 624
DTRT 2023-A A3	233868AC2	3/15/2027	\$ 130,000	\$ 129,965	\$ 129,998	6.032%	\$ 7,839
CARMX 2022-3 A3	14318MAD1	4/15/2027	\$ 155,000	\$ 151,319	\$ 154,997	4.067%	\$ 6,154
DCENT 2022-A2 A	254683CS2	5/17/2027	\$ 170,000	\$ 163,779	\$ 169,990	3.446%	\$ 5,644
AMXCA 2022-2 A	02582JIT8	5/17/2027	\$ 195,000	\$ 188,175	\$ 194,969	3.513%	\$ 6,611
DCENT 2022-A3 A3	254683CW3	7/15/2027	\$ 125,000	\$ 120,688	\$ 124,988	3.687%	\$ 4,450
MBART 2022-1 A3	58768PAC8	8/16/2027	\$ 185,000	\$ 183,772	\$ 184,970	5.245%	\$ 9,639
HDMOT 2023-A-A3	41285JAD0	12/15/2027	\$ 70,000	\$ 69,101	\$ 69,994	5.116%	\$ 3,535
FORDO 2023-A A3	344928AD8	2/15/2028	\$ 80,000	\$ 78,556	\$ 79,993	4.735%	\$ 3,720
HAROT 2023-3- A3	43815QAC1	2/18/2028	\$ 140,000	\$ 139,562	\$ 139,972	5.427%	\$ 7,574
BMWOT 2023-A- A3	05592XAD2	2/25/2028	\$ 60,000	\$ 59,783	\$ 59,990	5.490%	\$ 3,282
BACCT 2022-A2 A2	05522RDF2	4/15/2028	\$ 215,000	\$ 212,808	\$ 215,947	5.051%	\$ 10,750
HART 2023-B A3	44933XAD9	4/17/2028	\$ 70,000	\$ 69,890	\$ 69,997	5.489%	\$ 3,836
FORDO 2023-B A3	344930AD4	5/15/2028	\$ 65,000	\$ 64,536	\$ 64,999	5.268%	\$ 3,400
BACCT 2023-A1 A1	05522RDG0	5/15/2028	\$ 75,000	\$ 73,955	\$ 74,984	4.858%	\$ 3,593
ALLYA 2023-1 A3	02007WAC2	5/15/2028	\$ 120,000	\$ 119,807	\$ 119,980	5.469%	\$ 6,552
COMET 2023-A1 A	14041NGD7	5/15/2028	\$ 210,000	\$ 204,835	\$ 209,955	4.531%	\$ 9,282
DCENT 2023-A2 A	254683CZ6	6/15/2028	\$ 105,000	\$ 103,735	\$ 104,987	4.991%	\$ 5,177
GMCAR 2023-3 A3	36267KAD9	6/16/2028	\$ 70,000	\$ 69,850	\$ 69,997	5.462%	\$ 3,815
FITAT 2023-1 A3	31680EAD3	8/15/2028	\$ 155,000	\$ 154,467	\$ 154,991	5.549%	\$ 8,572
CHAIT 2023-A1 A	161571HT4	9/15/2028	\$ 175,000	\$ 174,042	\$ 174,951	5.188%	\$ 9,030
Total Asset-Backed Security			\$ 2,789,543	\$ 2,745,070	\$ 2,790,184	105.514%	\$ 127,447
First American Government	31846V203	Demand deposit	\$ 59,060	\$ 59,060	\$ 59,060	0.000%	\$ -
American Express Co. Corp. Notes	025816CV9	5/3/2024	\$ 165,000	\$ 162,656	\$ 164,995	3.424%	\$ 5,569
Goldman Sachs Group Inc. Corporate	38141GZH0	1/24/2025	\$ 170,000	\$ 167,274	\$ 170,000	1.786%	\$ 2,987
National rural Util Coop Corporate Notes	63743HFC1	2/7/2025	\$ 160,000	\$ 151,912	\$ 156,950	1.975%	\$ 3,000
Citigroup Inc. Corp Notes	17327CAN3	1/25/2026	\$ 85,000	\$ 80,208	\$ 85,000	2.134%	\$ 1,712
State Street Corp.	857477BR3	2/6/2026	\$ 160,000	\$ 150,535	\$ 155,318	1.856%	\$ 2,794
Morgan Stanley Corp. Notes	61746YEM3	2/18/2026	\$ 135,000	\$ 128,307	\$ 135,000	2.768%	\$ 3,551
JPMorgan Chase & Co. Corporate Notes	46647PCV6	2/24/2026	\$ 175,000	\$ 166,669	\$ 175,000	2.725%	\$ 4,541
JP Morgan Corp. Notes	46625HQQW3	4/1/2026	\$ 110,000	\$ 103,884	\$ 105,291	3.494%	\$ 3,630
American Honda Finance Corp.	02665WEK3	7/7/2026	\$ 75,000	\$ 74,530	\$ 75,772	5.284%	\$ 3,938
State Street Corp. Notes	857477CD3	8/3/2026	\$ 70,000	\$ 69,170	\$ 70,024	5.335%	\$ 3,690
State Street Corp. Notes	857477CD3	8/3/2026	\$ 90,000	\$ 88,933	\$ 90,000	5.335%	\$ 4,745
Toyota Motor Credit Corp.	89236TKX2	8/14/2026	\$ 90,000	\$ 89,073	\$ 89,896	5.052%	\$ 4,500
Bank of America NA Corporate Notes	06428CAA2	8/18/2026	\$ 325,000	\$ 323,347	\$ 325,000	5.554%	\$ 17,960
Home Depot Inc. Corp.	437076BN1	9/15/2026	\$ 100,000	\$ 91,487	\$ 92,043	2.323%	\$ 2,125

City of Suisun City,
Successor Agency, Housing Authority and Suisun-Solano Water Authority
FINANCIAL OFFICER'S INVESTMENT REPORT

September 30, 2023

Category of Investment	Name of Institution	Maturity Date	Par Amount	Market Value*	Amortized Cost	Curr Yield At Market	Est Annual Income
Wells Fargo & Company Corporate Notes	949746SH5	10/23/2026	\$ 175,000	\$ 160,544	\$ 164,443	3.270%	\$ 5,250
Abbott Laboratories Corp. Notes	002824BF6	11/30/2025	\$ 110,000	\$ 105,555	\$ 105,828	3.908%	\$ 4,125
Caterpillar Finl Service Corporate Notes	14913R2U0	1/8/2027	\$ 150,000	\$ 134,302	\$ 149,337	1.899%	\$ 2,550
John Deere Capital Corp. Corporate Notes	24422EWA3	1/11/2027	\$ 125,000	\$ 111,450	\$ 124,537	1.907%	\$ 2,125
Target Corp. Corporate Notes	87612EBM7	1/15/2027	\$ 30,000	\$ 27,068	\$ 29,966	2.161%	\$ 585
Target Corp. Corporate Notes	87612EBM7	1/15/2027	\$ 100,000	\$ 90,228	\$ 100,144	2.161%	\$ 1,950
Bank of NY Mellon Corp.	06406RBA4	1/26/2027	\$ 165,000	\$ 147,483	\$ 165,132	2.294%	\$ 3,383
IBM Corp Corporate Notes	459200KM2	2/9/2027	\$ 175,000	\$ 157,393	\$ 173,536	2.446%	\$ 3,850
Honeywell International Corp.	438516CE4	3/1/2027	\$ 125,000	\$ 109,684	\$ 121,007	1.254%	\$ 1,375
Trust Financial Corp. Notes	89788MAD4	3/2/2027	\$ 165,000	\$ 146,272	\$ 158,144	1.430%	\$ 2,091
Amazon.com Inc. Corp. Note	023135CF1	4/13/2027	\$ 160,000	\$ 150,243	\$ 159,072	3.514%	\$ 5,280
Northern Trust Corp. Note	665859AW4	5/10/2027	\$ 110,000	\$ 104,072	\$ 110,762	4.228%	\$ 4,400
UnitedHealth Group Inc. Corp. Note	9132RPEG3	5/15/2027	\$ 35,000	\$ 33,185	\$ 34,986	3.902%	\$ 1,295
Intel Corp Notes	458140BY5	8/5/2027	\$ 170,000	\$ 160,415	\$ 170,158	3.974%	\$ 6,375
Walmart Inc. Corp. Notes	931142EX7	9/9/2027	\$ 165,000	\$ 158,791	\$ 165,210	4.105%	\$ 6,518
Bristol-Myers Squibb Co.	110122DE5	2/20/2028	\$ 175,000	\$ 164,603	\$ 170,594	4.146%	\$ 6,825
Colgate-Palmolive Co.	194162AR4	3/1/2028	\$ 150,000	\$ 148,287	\$ 149,935	4.653%	\$ 6,900
Walmart Inc. Corp. Notes	931142FB4	4/15/2028	\$ 75,000	\$ 71,534	\$ 74,875	4.089%	\$ 2,925
Hershey Company Corp Notes Callable	427866BH0	5/4/2028	\$ 40,000	\$ 38,666	\$ 39,948	4.397%	\$ 1,700
Lockheed Martin Corp Notes	539830BZ1	5/15/2028	\$ 15,000	\$ 14,489	\$ 14,975	4.610%	\$ 668
Lockheed Martin Corp Notes	539830BZ1	5/15/2023	\$ 50,000	\$ 48,296	\$ 49,832	4.607%	\$ 2,225
Meta Platforms Inc. Corp. Notes	30303M8L9	5/15/2023	\$ 105,000	\$ 102,662	\$ 105,147	4.705%	\$ 4,830
Merck & Co. Inc. Corp. Notes Callable	58933YBH7	5/17/2028	\$ 65,000	\$ 62,353	\$ 64,951	4.223%	\$ 2,633
National Australia BK/NY Corporate	63253QAE4	6/13/2028	\$ 250,000	\$ 241,711	\$ 249,598	5.068%	\$ 12,250
American Honda Finance Corp. Notes	02665WEM9	7/7/2028	\$ 85,000	\$ 83,593	\$ 84,964	5.211%	\$ 4,356
John Deere Capital Corp. Corporate Notes	24422EXB0	7/14/2028	\$ 25,000	\$ 24,628	\$ 24,964	5.027%	\$ 1,238
Paccar Financial Corp. Corporate Notes	69371RS64	8/10/2028	\$ 105,000	\$ 103,614	\$ 104,839	5.017%	\$ 5,198
Toyota Motor Credit Corp. Notes	89236TLB9	9/11/2028	\$ 75,000	\$ 74,560	\$ 74,868	5.282%	\$ 3,938
Total Corporate Note and Cash Balance			\$ 5,144,060	\$ 4,882,724	\$ 5,091,101	100.296%	\$ 156,850

CA ST Univ Trustees-Municipal Bons	13077DTD4	11/1/2027	\$ 95,000	\$ 92,837	\$ 95,000	4.701%	\$ 4,364
Connecticut ST-A-TSBL Municipal Bonds	20772KTK5	05/15/28	\$ 50,000	\$ 48,756	\$ 50,000	4.621%	\$ 2,253
Total Municipal Bond/Notes			\$ 145,000	\$ 141,592	\$ 145,000	9.32%	\$ 6,617

Federal Agency Commercial Mortgage-Backed	3137BTU25	11/01/23	\$ 47,397	\$ 47,131	\$ 47,496	3.079%	\$ 1,451
Federal Agency Commercial Mortgage-Backed	3137BGK24	12/01/24	\$ 390,000	\$ 378,044	\$ 394,818	3.159%	\$ 11,942
Federal Agency Commercial Mortgage-Backed	3137BJP64	03/01/25	\$ 220,000	\$ 212,569	\$ 219,093	3.317%	\$ 7,051
Federal Agency Commercial Mortgage-Backed	3137FJXQ7	08/01/25	\$ 228,857	\$ 221,603	\$ 222,931	3.873%	\$ 8,582
Federal Agency Commercial Mortgage-Backed	3137BNGT5	01/01/26	\$ 200,000	\$ 189,007	\$ 193,136	2.905%	\$ 5,490
Federal Agency Commercial Mortgage-Backed	3137FLN34	02/01/26	\$ 220,000	\$ 209,993	\$ 210,965	3.361%	\$ 7,058
Federal Agency Commercial Mortgage-Backed	3137FMU67	05/01/26	\$ 299,942	\$ 282,570	\$ 284,212	3.038%	\$ 8,584
Federal Agency Commercial Mortgage-Backed	3137BSP72	08/01/26	\$ 200,000	\$ 186,171	\$ 192,163	2.850%	\$ 5,306
Federal Agency Commercial Mortgage-Backed	3137BTUM1	11/01/26	\$ 150,000	\$ 142,067	\$ 145,860	3.534%	\$ 5,021
Federal Agency Commercial Mortgage-Backed	3137BVZ82	01/01/27	\$ 215,000	\$ 203,494	\$ 209,133	3.624%	\$ 7,375
Federal Agency Commercial Mortgage-Backed	3137BXQY1	03/01/27	\$ 235,000	\$ 220,511	\$ 222,125	3.436%	\$ 7,576
Federal Agency Commercial Mortgage-Backed	3137F1G44	04/01/27	\$ 225,000	\$ 210,705	\$ 216,349	3.463%	\$ 7,297
Federal Agency Commercial Mortgage-Backed	3137H14B9	05/01/28	\$ 245,000	\$ 210,943	\$ 215,267	2.056%	\$ 4,337
Federal Agency Commercial Mortgage-Backed	3137HAD45	06/01/28	\$ 179,826	\$ 176,471	\$ 179,822	4.868%	\$ 8,590
Federal Agency Commercial Mortgage-Backed	3137HACX2	06/01/28	\$ 220,000	\$ 215,953	\$ 222,107	4.909%	\$ 10,602
Federal Agency Commercial Mortgage-Backed	3136BQDE6	07/01/28	\$ 225,000	\$ 214,980	\$ 221,317	4.386%	\$ 9,428
Federal Agency Commercial Mortgage-Backed	3137HAMN3	08/01/28	\$ 115,000	\$ 114,695	\$ 115,000	5.286%	\$ 6,063
Federal Agency Commercial Mortgage-Backed	3137HAMH6	08/01/28	\$ 225,000	\$ 218,603	\$ 221,700	4.786%	\$ 10,463
Federal Agency Commercial Mortgage-Backed	3137HAMS2	09/01/28	\$ 200,000	\$ 196,377	\$ 197,613	4.155%	\$ 8,160
Total Federal Agency Commercial Mortgage-Backed Security			\$ 4,041,022	\$ 3,851,888	\$ 3,931,109	16.332%	\$ 140,376

Federal Agency/Bond Note	FM #3137EAEY1	10/16/23	\$ 95,000	\$ 94,801	\$ 94,995	0.126%	\$ 119
Federal Agency/Bond Note	FM #3135G06H1	11/27/23	\$ 155,000	\$ 153,767	\$ 154,991	0.252%	\$ 388
Federal Agency/Bond Note	FHLB #3130AFW94	02/13/24	\$ 250,000	\$ 247,321	\$ 249,935	2.527%	\$ 6,250
Federal Agency/Bond Note	FHLB #3130ATUQ8	03/08/24	\$ 100,000	\$ 99,633	\$ 99,960	4.767%	\$ 4,750
Federal Agency/Bond Note	FFCBN #3133ENWP1	05/16/24	\$ 140,000	\$ 137,525	\$ 139,941	2.672%	\$ 3,675
Federal Agency/Bond Note	FHLBN #3130AMVV1	09/23/24	\$ 250,000	\$ 237,951	\$ 240,343	0.452%	\$ 1,075
Federal Agency/Bond Note	FHLB #3130APQ81	11/08/24	\$ 200,000	\$ 190,434	\$ 194,916	1.050%	\$ 2,000
Federal Agency/Bond Note	FMN# #3135G0X24	01/07/25	\$ 100,000	\$ 95,433	\$ 99,919	1.703%	\$ 1,625
Federal Agency/Bond Note	FMN #3134GYDT6	01/24/25	\$ 200,000	\$ 198,706	\$ 200,000	5.184%	\$ 10,300
Federal Agency/Bond Note	FHLBN #3130AJHU6	04/14/25	\$ 120,000	\$ 111,657	\$ 119,817	0.537%	\$ 600
Federal Agency/Bond Note	FMN #3135G03U5	04/22/25	\$ 130,000	\$ 121,057	\$ 129,916	0.672%	\$ 813

City of Suisun City,
Successor Agency, Housing Authority and Suisun-Solano Water Authority
FINANCIAL OFFICER'S INVESTMENT REPORT

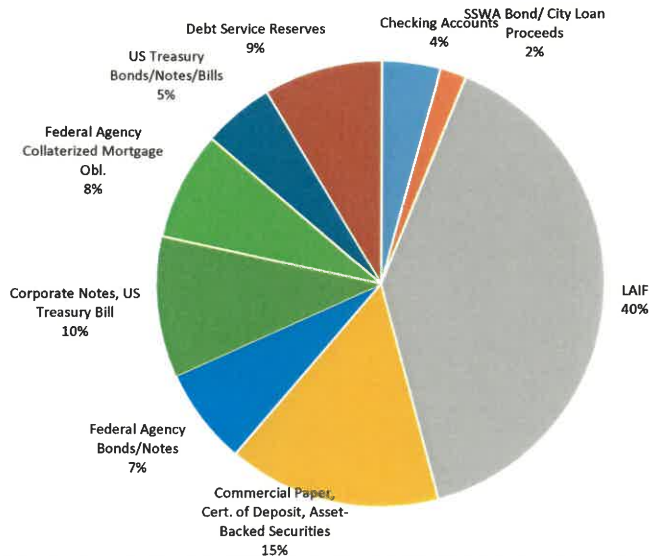
September 30, 2023

<u>Category of Investment</u>	<u>Name of Institution</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Market Value*</u>	<u>Amortized Cost</u>	<u>Curr Yield At Market</u>	<u>Est Annual Income</u>
Federal Agency/Bond Note	FMN #3135GO4Z3	06/17/25	\$ 280,000	\$ 258,535	\$ 280,172	0.542%	\$ 1,400
Federal Agency/Bond Note	FMN #3135G05X7	08/25/25	\$ 235,000	\$ 214,843	\$ 234,582	0.410%	\$ 881
Federal Agency/Bond Note	FMN #3137EAEX3	09/23/25	\$ 230,000	\$ 209,746	\$ 229,726	0.411%	\$ 863
Federal Agency/Bond Note	FMN #3134GWZV1	10/22/25	\$ 225,000	\$ 205,254	\$ 222,310	0.713%	\$ 1,463
Federal Agency/Bond Note	FM #3135G06G3	11/07/25	\$ 155,000	\$ 140,993	\$ 154,766	0.550%	\$ 775
Federal Agency/Bond Note	FML #3130ANMH0	08/20/26	\$ 200,000	\$ 178,729	\$ 187,523	1.231%	\$ 2,200
Federal Agency/Bond Note	FHL#3130APB79	09/30/26	\$ 310,000	\$ 275,403	\$ 276,190	1.126%	\$ 3,100
Federal Agency/Bond Note	FHL #3130ATS57	03/10/28	\$ 200,000	\$ 198,138	\$ 204,189	4.542%	\$ 9,000
Total Federal Agency Bond/Note			\$ 3,575,000	\$ 3,369,924	\$ 3,514,190	29.47%	\$ 51,277
US Treasury Bond/Note	#91282CCL3	07/15/24	\$ 70,000	\$ 67,266	\$ 70,026	0.391%	\$ 263
US Treasury Bond/Note	#91282CD84	10/15/24	\$ 210,000	\$ 199,861	\$ 209,753	0.657%	\$ 1,313
US Treasury Bond/Note	#91282CGU9	03/31/25	\$ 100,000	\$ 98,000	\$ 98,106	3.954%	\$ 3,875
US Treasury Bond/Note	#91282CAB7	07/31/25	\$ 200,000	\$ 183,094	\$ 199,010	0.273%	\$ 500
US Treasury Bond/Note	#91282CAM3	09/30/25	\$ 400,000	\$ 363,938	\$ 394,341	0.275%	\$ 1,000
US Treasury Bond/Note	#91282CAT8	10/31/25	\$ 250,000	\$ 226,602	\$ 247,143	0.276%	\$ 625
US Treasury Bond/Note	#91282CAZ4	11/30/25	\$ 250,000	\$ 226,445	\$ 246,546	0.414%	\$ 938
US Treasury Bond/Note	#91282CBC4	12/31/25	\$ 55,000	\$ 49,706	\$ 54,550	0.414%	\$ 206
US Treasury Bond/Note	#91282CBC4	12/31/25	\$ 300,000	\$ 271,125	\$ 297,829	0.415%	\$ 1,125
US Treasury Bond/Note	#91282CBC4	12/31/25	\$ 325,000	\$ 293,719	\$ 321,795	0.415%	\$ 1,219
US Treasury Bond/Note	#91282CBH3	01/31/26	\$ 80,000	\$ 72,000	\$ 79,416	0.417%	\$ 300
US Treasury Bond/Note	#91282CCP4	07/31/26	\$ 250,000	\$ 222,500	\$ 245,218	0.702%	\$ 1,563
US Treasury Bond/Note	#91282CCZ2	09/30/26	\$ 100,000	\$ 89,234	\$ 99,147	0.981%	\$ 875
Total US Treasury Bond/Note			\$ 2,590,000	\$ 2,363,489	\$ 2,562,878	9.58%	\$ 13,802
TOTAL POOLED INVESTMENTS			\$ 45,985,379	\$ 44,710,053	\$ 45,670,652	313.79%	\$ 1,407,326
Reserved for Bond/Debt Service							
Govt Sec Money Market-RDA/SA	First Amer Treas Oblig Fd	#31846V302	\$ 2,854,354	\$ 2,854,354	\$ 2,854,354	1.796%	\$ 51,275
Govt Sec Money Market-2021 SSWA Bond	First Amer Treas Oblig Fd	#31846V302	\$ 5,106	\$ 5,106	\$ 5,106	0.000%	\$ 0
2016/2019 & 2021 SSWA REVENUE BONDS	First Amer Treas Oblig Fd	#31846V302	\$ 253	\$ 253	\$ 253	0.000%	\$ 3
Savings Acct-RDA Marina	West America Bank	Demand Deposit	\$ 399,804	\$ 399,804	\$ 399,804	0.071%	\$ 283
Marina Debt Service	LAIF*	LAIF	\$ 1,019,441	\$ 1,005,482	\$ 1,019,441	0.000%	\$ 34,623
Total Debt Service Reserve Funds			\$ 4,278,958	\$ 4,264,999	\$ 4,278,958	1.87%	\$ 86,184
Grand Total			\$ 50,264,337	\$ 48,975,052	\$ 49,949,610	3.050%	\$ 1,493,510

Summary of Pooled Investments

Summary of Pooled Investments

	<u>Amortized Cost Amount</u>	<u>Pct.</u>
Checking Accounts	\$ 2,103,908	4%
SSWA Bond/ City Loan Proceeds	\$ 949,914	2%
LAIF	\$ 19,836,932	40%
Commercial Paper, Cert. of Deposit, Asset-Backed Securities	\$ 7,680,620	15%
Federal Agency Bonds/Notes	\$ 3,514,190	7%
Corporate Notes, US Treasury Bill	\$ 5,091,101	10%
Federal Agency Collateralized Mortgage Obl.	\$ 3,931,109	8%
US Treasury Bonds/Notes/Bills	\$ 2,562,878	5%
Debt Service Reserves	\$ 4,278,958	9%
Total	\$ 49,949,610	100%



City of Suisun City,
Successor Agency, Housing Authority and Suisun-Solano Water Authority
FINANCIAL OFFICER'S INVESTMENT REPORT

September 30, 2023

<u>Category of Investment</u>	<u>Name of Institution</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Market Value*</u>	<u>Amortized Cost</u>	<u>Curr Yield At Market</u>	<u>Est Annual Income</u>
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* Market Valuation for Federal Agency Bonds/Notes and US Treasury Bonds/Notes is from City's Investment Advisor, PFM. Valuation for Debt Service Reserve funds is from the City's Trustee, US Bank.

City Treasurer's Statement:

I hereby certify that I have examined the records and find this report to be correct, that all investments are made in accordance with the investment policy, and the City will be able to meet its obligations for the next six months.

Attest by:

 11/28/23
Michael J. McMurry, City Treasurer Date

Prepared by:  11-28-23
Robin Daniel, Accountant Date

Reviewed & Submitted by:  11.28.23
Elizabeth Luna, Accounting Services Mgr. Date

AGENDA TRANSMITTAL

MEETING DATE: December 5, 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 November 21, 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 held on November 21, 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 November 21, 2023.

DOCUMENTS ATTACHED:

1. Minutes - November 21, 2023, Special Closed Session Meeting
 2. Minutes - November 21, 2023, Regular Council-Successor Agency-Housing Authority Meeting
-

PREPARED BY:

Anita Skinner, City Clerk

REVIEWED BY:

Anita Skinner, City Clerk

APPROVED BY:

Aaron Roth, Interim City Manager

ATTACHMENTS:

1. [Minutes - November 21, 2023 Special Closed Session Meeting 5 pm.pdf](#)
2. [Minutes - November 21, 2023 Regular Council-Successor Agency-Housing Authority Meeting.pdf](#)

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



CITY COUNCIL MEETING

MINUTES
SPECIAL MEETING OF THE SUISUN CITY COUNCIL
TUESDAY, NOVEMBER 21, 2023
5:00 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:

- *Councilmember Pal from: Civic Hotel, Autograph Collection, 13475 Central Avenue, Surrey, British Columbia V3T 0L8, Canada*

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

ZOOM MEETING INFORMATION:

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

*MEETING ID: **864 6243 5853***

CALL IN PHONE NUMBER: (707) 438-1720

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

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

ROLL CALL

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

PRESENT: Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

CONFLICT OF INTEREST NOTIFICATION None

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

PUBLIC COMMENT

(In accordance with Section 54956(a), public comments are limited to items on this closed session agenda, and 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 comment period.)

Public Comments were made by George Guynn, Steve Olry and James Berg.

CLOSED SESSION

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

1 **CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6

Agency negotiator: Interim City Manager

Employee organizations: SCMPEA (Suisun City Management and Professional Employees' Association).

Council entered into closed session at 5:17pm.

CONVENE OPEN SESSION

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

ADJOURNMENT

There being no further business the meeting was adjourned at 6:29pm.

Anita Skinner

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



CITY COUNCIL MEETING

MINUTES

**REGULAR MEETING OF THE SUISUN CITY COUNCIL,
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, NOVEMBER 21, 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:

- *Councilmember Pal from: Civic Hotel, Autograph Collection, 13475 Central Avenue, Surrey, British Columbia V3T 0L8, Canada*

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

ZOOM MEETING INFORMATION:

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

MEETING ID: 813 0563 6332

CALL IN PHONE NUMBER: (707) 438-1720

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

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

(Next Ord. No. – 808)

(Next City Council Res. No. 2023 – 147)

Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 06)

(Next Housing Authority Res. No. HA2023 – 04)

ROLL CALL

Mayor Hernandez called the meeting to order at 6:41pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

Pledge of Allegiance was led by Council Member Osum.

Invocation was given by Clerk Skinner.

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 Members Pal and Dawson have a possible conflict on Item #11. City Attorney Gerli will confirm.

REPORTS (Informational items only.)

1 Interim City Manager Update - (Roth: aroth@suisun.com).
Interim City Manager Roth reported on upcoming events and city hall closure for the Thanksgiving holiday.

2 City Attorney Report - (Gerli).
City Attorney Gerli presented the report and will report on pending legal cases as allowed by law.

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

3 Presentation of Proclamation Proclaiming November 2023 as "Native American Heritage Month" - (Hernandez: ahernandez@suisun.com).
Mayor Hernandez read proclamation which was presented by Vice Mayor Washington.

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.)

Clerk summarized email from Aaron Lemming, Vice Present SC Firefighters Association

In-person: Chuck Phillips, Steve Olry, George Guynn, James Berg, Michelle Chavez, Kay Bush

On-Line: Donna LeBlanc, Litos Santos,

COUNCIL COMMENTS

4 Council/Board Member Updates.
Council Member Pal, Council Member Osum, Vice Mayor Washington and Mayor Hernandez reported on events and meetings they have attended. Council Member Dawson did not have a report.

CONSENT CALENDAR

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

Council Member Dawson pulled Item #9.

City Council

5 Council Adoption of Resolution No. 2023-147: Authorizing the Interim City Manager to execute the Contract Services Agreement by and between City of Suisun City and Edward Kei Lockhart DBA KEI 2 Technology - (Deol: ideol@suisun.com).

- 6 Council Adoption of Resolution No. 2023-148: Authorizing the Chief of Police, or his designee, to Execute a Contract to apply for funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways for fiscal year 2024/2025 - (Healy: dhealy@suisun.com).
- 7 Council Adoption of Resolution No. 2023-149: Approving the Suisun City Marina Annual Dock Maintenance and Inspection Services and Authorizing the City Manager to enter into an agreement with Bellingham Marine to Perform the Services - (Lofthus: klofthus@suisun.com).
- 8 Council Receive and File Report of 2023 City Attorney Evaluation by Mayor and City Council - (City Attorney).

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

- 9 Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on November 2, 2023, and November 7, 2023 – (Skinner: clerk@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

- 10 Council/Agency Approval of October 2023 Accounts Payable and Payroll Warrants - (Deol: Ideol@suisun.com).

Items 8 & 10

Public Comment: George Guynn, James Berg

Item 10

Public Comment online: Donna LeBlanc

Motion by Vice Mayor Washington to approve Consent Calendar Items 5,6,7,8,10 and seconded by Mayor Hernandez. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

ITEM #9

Council Member Dawson questioned why the discussion of the minutes would not be until April. Mayor Hernandez stated that is when the workshop for procedures will be held.

Council Member Dawson's concerns is that info be available to the public in written format; there were council directives, i.e., Resource Health fare; request for investigation into suspicious fires and gave direction on key items that should be noted.

Council Member Dawson moved to add that those directives be added to the minutes and seconded by Council Member Pal.

Council Member Pal stated that council comments should be include an would like to set up a time with the clerk to discuss the minutes.

Vice Mayor Washington made a substitute motion that the addition to the minutes stating that we have clear directive from council as well as council updates within the minutes. Motion seconded by Council Member Dawson.

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

PUBLIC HEARING NONE

GENERAL BUSINESS

Housing Authority

- 11 Housing Authority Adoption of Resolution No. HA 2023-04: Approving the Award of Project-Based Vouchers to Harbor Park, LLC, and Authorizing the Executive Director to Execute an Agreement to Enter into a Project-Based Voucher Housing Assistance Payments Contract - (Goltiao: jgoltiao@suisun.com).

City Attorney clarified that Council Member Pal did not have a conflict but Council Member Dawson was within the 500-1000 feet.

Council Member Dawson left dais at 8:14pm due to conflict.

Report given by Housing Manager Goltiao.

PUBLIC COMMENTS

In-person: George Guynn , James Berg

On-line: Donna LeBlanc

Project Developer Camran Nojoomi was present to respond to questions and gave a brief report on the phasing of the project.

Motion by Vice Mayor Washington to approve Item 11 and seconded by Council Member Osum. Motion passed by the following vote:

AYES: Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: Dawson (conflict)

Council Member Dawson returned 8:33pm

City Council

- 12 Discussion and Possible Action to Adopt Resolution No. 2023-150: A Resolution of the City Council of the City of Suisun City Establishing the Regular Time of the Suisun City Council Meetings - (City Attorney).

City Attorney Gerli presented the report.

PUBLIC COMMENT

George Guynn
James Berg
Michelle Chavez
Steve Olry

On-line
Donna LeBlanc

Motion by Council Member Dawson to approve Item 12 and seconded by Council Member Pal. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

13 Suisun City Municipal Code Update – (City Attorney):

- a. Council Consideration and Introduction of Ordinance No. 808: An Ordinance of the City Council of the City of Suisun City, California, Repealing Chapter 1.16 (Administrative Compliance Orders) and Amending Chapter 1.20 (Administrative Citations) to Title 1 (General Provisions); and Amending Sections 1.08.030, 5.04.460, 5.16.240, 6.07.040(B), 8.040.050(U), 8.10.150(E), 9.16.010(F), 9.21.040, 9.28.080(B), 12.12.090, 121.24.050, 12.32.120, 15.04.090, and 21.08.020(A) of the Suisun City Municipal Code; and
- b. Discussion and possible action on a Resolution of the City Council of the City of Suisun City, California, Establishing the Administrative Penalty Schedule for Violations of the Suisun City Municipal Code.

City Attorney Gerli presented the report and code changes for violations.

Vice Mayor Washington left dais at 9:10pm and returned at 9:18pm.

Council Member Dawson asked to look at possible independent study on all city ordinances.

Council Member Pal stated complaints from residents include abandoned vehicles on the street or parked on the grass, fireworks and loud parties and feels they should be Tier 3.

Council Member Osum commented with limited resources to pinpoint how big of a problem in a particular area and do one full sweep rather than one issue at a time.

Vice Mayor Washington would like to create a special committee to look at code enforcement on the PD side and on Development Services side; ways to expand the roles of each, create info for the public on who and which department to contact, look at app and what is being reported, survey to the public on what do you want to see different and have it done by February.

Mayor Hernandez stated item to be agendaize for the next meeting; also who do we address an individual with financial difficulties.

Council Member Dawson asked to have information provided on what models of code enforcement by other cities and what departments they fall under.

City Attorney Gerli stated there is a deposit hardship waiver but will add a piece for council to waive fines even if the individual loses the appeal.

Council Member Osum left dais at 9:32 pm and returned at 9:36pm.

Council Members Washington, Osum volunteered to be part of the committee.

PUBLIC COMMENTS

George Guynn

James Berg

Kay Bush – would also like to join the committee

On-line

Donna LeBlanc

Council Member Pal commented Manteca and Fairfield have partnered with their water districts to donate extra trucks and would like to be on the committee whenever that conversation comes up.

Council consensus to add noise complaint to Tier 2.

Council Member Dawson would like to keep the previous policy of 6months for education for the public before enforcement. Ms. Gerli stated that it could be placed in the resolution that Tiers 2 and 3 would not be enforced for 6 months. There was Council consensus.

Motion by Council Member Dawson to introduce the ordinance and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

REPORTS: (Informational items only)

14 Mayoral Update - (Hernandez: ahernandez@suisun.com).

15 Non-Discussion Items.

ADJOURNMENT

There being no further business the meeting was adjourned at 9:58pm.

Anita Skinner, City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: December 5, 2023

CITY AGENDA ITEM: Waterfront District Business Improvement District: (Lofthus - klofthus@suisun.com)

- a. Council Adoption of Resolution No. 2023-__: Approving the Annual Assessment Report for the Waterfront District Business Improvement District.
- b. Council Adoption of Resolution No. 2023-__: Declaring its Intent to Consider Reauthorizing the Suisun City Historic Waterfront Business Improvement District and the Assessment Levy for the District for Fiscal Year 2024 and Setting a Public Hearing to Consider these Matters for December 19, 2024.

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

STRATEGIC PLAN: Revitalize the Downtown Waterfront District.

BACKGROUND: Per City Ordinance No. 667, enacted April 18, 2003, the Main Street Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District (the “District”), was established. The District is a 501(c)(3) non-profit organization created at the request of downtown merchants to promote improved business conditions and marketing of downtown Suisun City. Under procedures described in the California Streets and Highways Code, the City, on behalf of the District, levies assessments on those businesses within the District area (see attached map) for use in various marketing and improvement activities, as determined beneficial by the District board. Each year since 2003, the Council has reauthorized the continued operation of the District.

STAFF REPORT: The formation and continuation of the Waterfront District Business Improvement District is identified in the California Streets and Highways Code and specifically through the Parking and Business Improvement Area Law of 1989 (Section 36500). Approval of the attached resolutions would be the first step in the annual process to consider renewal of the District. The second resolution provides notice to all businesses located within the District that the City Council will consider reauthorizing the assessment that funds the District. The attachments to the resolution describe the boundaries of the District, the amount of the assessment by business type and benefit zone, and the types of improvements and services on which the funds can be used.

Additionally, the resolution informs business owners of the process for lodging a protest against renewal of the District and sets December 19, 2023 as the date on which the public hearing will be held to hear such protests. State law requires that the public hearing noticed by the attached resolution be held at not less than 10 days after the adoption of the Resolution of Intent. A copy of this resolution will be published in the Daily Republic and mailed to each business within the District, as required by State Law.

The District has submitted its budget information to staff. The District operates under a calendar year system which is January 1st through December 31st of each year. Copies of the budget have been provided to the City Council and the Administrative Services Department. The budget is also available for public review through the City Clerk's Office. The financial information will be reviewed by staff prior to the Public Hearing, and a statement of adequacy will be provided at that time.

Overview Status of 2023 Events

BID fees, Mothers' Day Artisan Faire and Art, Wine and Music income was received for 2023 as of October 31, 2023. The balance in all checking and savings accounts as of October 31, 2023, is \$13,012.68. We have a few more expenses to be paid for the Art, Wine and Music event and sponsorship monies that have not yet come in as well as other expenses until the end of 2023.

Special Events

Our most visible activities are our special events. We were fortunate to be able to reinstate the Mother's Day Artisan Fair, as well as holding Restaurant Week in January, and the Art, Wine and Music Festival (commonly referred to as the Waterfront Festival) in October and have encouraged members to participate in holiday events in conjunction with the city. Additionally, we sponsored the first annual Cinco de Mayo event this year.

Media and Marketing

Our Media and Marketing Plan (updated in 2022) is being implemented, including the following items:

- Waterfront District Business Directory postcards, which includes a QR code to direct customers and visitors to our newly updated website. These postcards are distributed to waterfront businesses and public places.
- The suisunwaterfront.com website is updated regularly.
- Miscellaneous Opportunity Marketing in local media channels such as the Daily Republic and Your Town magazine.
- Regular social media postings of events and businesses. Our Facebook followers has grown to more than 5,300 and we have connected with other countywide nonprofit groups to spread the word about events.
- New Business Orientation Program/Welcome Packages are being distributed to new and existing members through personal contact with board members and administrative coordinator.
- No changes to the District boundaries or assessments are proposed.

STAFF RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 2023-__: Approving the Annual Assessment Report for the Waterfront District Business Improvement District.
2. Adopt Resolution No. 2023-__: Declaring its Intent to Consider Reauthorizing the Suisun City Historic Waterfront Business Improvement District and the Assessment Levy for the District for Fiscal Year 2024 and Setting a Public Hearing to Consider these Matters for December 19, 2023

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__: Approving the Annual Assessment Report for the Waterfront District Business Improvement District.
2. Resolution No. 2023-__: Declaring its Intent to Consider Reauthorizing the Suisun City Historic Waterfront Business Improvement District and the Assessment Levy for the District for Fiscal Year 2024 and Setting a Public Hearing to Consider these Matters for December 19, 2023.
3. Proposed 2024 Budget with Adopted 2023 Budget and Actuals
4. Suisun City Historic Waterfront Business Improvement Districts Annual Report

5. Power Point Presentation - Resolution of Intent to Reauthorize Waterfront District BID
6. Exhibit A - Boundary Map
7. Exhibit B - Purpose and Use of Benefit Assessments

PREPARED BY:	Kris Lofthus, Deputy City Manager
REVIEWED BY:	Kris Lofthus, Deputy City Manager
APPROVED BY:	Aaron Roth, Interim City Manager

ATTACHMENTS:

1. [Resolution Approving Annual Assessment Report for the Waterfront District BID.pdf](#)
2. [Resolution Declaring Intent to Consider Reauthorizing the Suisun City Historic Waterfront BID and Assessment Levy for District Fiscal Year 2024 and Setting Public Hearing.pdf](#)
3. [Proposed 2024 Budget with Adopted 2023 Budget and Actuals.pdf](#)
4. [Suisun City Historic Waterfront Business Improvement District Annual Report.pdf](#)
5. [BID PowerPoint Presentation.pdf](#)
6. [Exhibit A - Boundary Map.pdf](#)
7. [Exhibit B - Purpose and Use of Benefit Assessments.pdf](#)

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE ANNUAL ASSESSMENT REPORT FOR THE WATERFRONT
DISTRICT BUSINESS IMPROVEMENT DISTRICT**

WHEREAS, the City Council has passed Ordinance No 667 establishing the Main Street-Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District (District); and

WHEREAS, said Ordinance requires the District to present its annual budget to the City of Suisun City for review and approval; and

WHEREAS, the City Council of the City of Suisun City has reviewed the proposed District budget and Assessment Report; and

WHEREAS, the City Council desires to promote the District to insure the success of the projects and programs of the District.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby approve the Assessment Report as presented.

BE IT FURTHER RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to take all appropriate and necessary actions to ensure implementation of this Resolution.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 5th day of December 2023 by the following vote:

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

WITNESS my hand and the seal of said City this 5th day of December 2023.

Anita Skinner
City Clerk

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WHEREAS, the California Streets and Highways Code Section 365200 *et seq.* authorizes cities to establish parking and business improvement areas for the purpose of promoting economic revitalization and physical maintenance of business districts in order to create jobs, attract new business and prevent erosion of the business district; and

WHEREAS, at the request of the Committee, Ordinance No. 667 established an annual special assessment on all businesses within the Main Street-Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District, (District), which said assessment must be renewed annually by City Council; and

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

1. The recitals set forth herein are true and correct.
2. The City Council does, at the request of the Board, and pursuant to the California Streets and Highways Code, declare its intent to consider reauthorizing and renewing the “Main Street-Waterfront Business Improvement District” (District).
3. The boundaries of the entire area to be included in the District, and the boundaries of each separate benefit zone within the District, are set forth in the Map, EXHIBIT A, incorporated herein by reference. A true and correct copy of the map is on file with the City Clerk of the City of Suisun City.
4. The types of improvements and activities proposed to be funded by the levy of assessments on business in the District are in EXHIBIT B hereto and incorporated by reference.
5. The City Council intends to consider reauthorizing the District and renewing the levy of an annual benefit fee on businesses in the District to pay for selected improvements and activities of the District.

6. All funds of the District shall be expended on improvements and activities within the District.
7. The method and the basis for levying the benefit fee on all the businesses within the District are set forth in the EXHIBIT C hereto, incorporated herein by reference.
8. The Annual Benefit fees shall be incorporated into the City Business License fee for those businesses within the District and shall be due and payable as part of obtaining the required City Business License pursuant to City Code Title 5.
9. A public hearing to consider re-authorization of the District is hereby set for **December 19, 2023, at 6:30 p.m.** before the City Council of the City of Suisun City, at the City Council Chambers at 701 Civic Center Blvd., Suisun City, CA 94585.
10. At the public hearing, the testimony of all interested persons, for or against the establishment of the District, interested in matters concerning the boundaries of the District, the areas of benefit within the District and the assessments to be levied, will be heard.
11. A protest against the District, or any aspect of it, may be made orally or in writing. An oral protest shall be made at the said public hearing. To count in the majority protest against the District, a protest must be in writing. A written protest may be withdrawn from record at any time before the conclusion of the public hearing. Each written protest shall contain a written description of the business in which the person signing the protest is interested, sufficient to identify the business, and its address. If the person signing the protest is not shown on the official records of the City of Suisun City as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person is the owner of the business. Any written protest as to the regularity or sufficiency of the proceedings shall be in writing and clearly state the irregularity or defect to which objection is made.
12. If, at the conclusion of the public hearing, there are of record, written protest by the owners of the businesses within the District that will pay fifty percent (50%) or more of the total assessments of the entire District, no further proceedings to create the District shall occur. New proceedings to reauthorize and renew the District and levy the benefit assessment fee shall not be undertaken again for a period of at least one (1) year from the date of the finding of the majority written protest by the City Council. If the majority written protest is only as to an improvement or activity proposed, then that type of improvement or activity shall not be included in the District.
13. Further information regarding the proposed Main Street-Waterfront Business Improvement District may be obtained from the City Clerk of the City of Suisun City, at Suisun City Hall, 701 Civic Center Blvd., Suisun City, CA, and or by calling (707) 421-7309.
14. The City Clerk is instructed to provide notice of the public hearing as follows:
 - a. Publish this Resolution of Intention in a newspaper of general circulation in the City of Suisun City once, at least ten (10) days before the hearing.
 - b. Mail a complete copy of this Resolution of Intention to each and every business owner in the District within seven (7) days of the adoption of this Resolution by the City Council.

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15. This Resolution is effective on its adoption.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of
Suisun City held on Tuesday the 5th day of December 2023 by the following vote:

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

WITNESS my hand and the seal of said City this 5th day of December 2023.

Anita Skinner
City Clerk

Suisun Historic Waterfront BID							
2024 Budget DRAFT							
					2023 Adopted Budget	Actual 1-1-23/ 10-31-23	2024 Proposed Budget
	Ordinary Income/Expense						
		Income					
			REVENUE				
				Mothers Day Income	10,000.00	10,359.00	10,000.00
				Business Assessments	13,000.00	9,486.00	11,000.00
				Art Wine Income/Other Event Income	14,000.00	3,218.00	2,500.00
			Total REVENUE		37,000.00	23,063.00	23,500.00
			Transfer from reserve		6,000.00	6,000.00	5,000.00
		Total Income			43,000.00	29,063.00	28,500.00
		Expense					
			Advertising Expense				
				Electronic Media	500.00	0.00	500.00
				Print Media	500.00	1,123.19	1,200.00
				Social Media Campaigns	600.00	0.00	1,000.00
				Marketing Program	11,250.00	7,926.74	8,000.00
			Total Advertising Expense		12,850.00	9,049.93	10,700.00
			Event Expenses				
				Art Wine/Other Event Expenses	8,000.00	5,077.45	0.00
				Mothers Day Craft Faire	6,000.00	5,189.00	6,000.00
				Restaurant Week (under marketing)	2,000.00	1,653.00	2,000.00
				BID Mixer/Quarterly meetings	500.00	0.00	500.00
			Total Event Expenses		16,500.00	11,919.45	8,500.00
			Operating Expenses				
				Accounting Fees	1,500.00	1,450.00	1,500.00
				Bank Charges	200.00	101.76	150.00
				Contract Labor	6,000.00	725.00	3,000.00
				Insurance	2,100.00	534.00	2,100.00
				Miscellaneous Expenses (banners, etc)	700.00	152.14	500.00
				Office Supplies	600.00	70.00	300.00
				Postage, shipping, delivery	300.00	501.00	300.00
				Tax Preparation	800.00	597.00	800.00
				Taxes	200.00	466.00	500.00
				Web Hosting & Upgrades	500.00	20.17	150.00
			Total Operating Expenses		12,900.00	4,617.07	9,300.00
			Beautification - Cleanup		0.00	0.00	0.00
		Total Expense			42,250.00	25,586.45	28,500.00
	Net Ordinary Income				750.00	3,476.55	0.00



SUISUN CITY HISTORIC WATERFRONT BUSINESS IMPROVEMENT DISTRICT 2023 ANNUAL REPORT TO THE CITY COUNCIL

(Submitted to City of Suisun City staff on 11-21-23)

Greetings Mayor, Suisun City Council Members and City Staff:

The Suisun City Historic Waterfront Business Improvement District (SCHWBID) is pleased to submit the attached annual report to the City Council. The report includes the following:

- **SCHWBID End of Year Report 2023** – Recaps our activities for 2023.
- **Media and Marketing Plan**
- **SCHWBID Proposed Program of Work for 2024 – Future plans for 2024**
- **2023 Profit and Loss Statement (Income and Expenditures) vs. 2023 Budget**
- **Proposed 2024 SCHWBID Budget**

SCHWBID End of the Year Report 2023

SCHWBID has continued to go back to “normal” since the COVID-19 pandemic. We continued holding both of our large annual events, became a sponsor of Cinco de Mayo this year, and have continued progress in getting the district back on track by doing the following:

- Continued updating the SCHWBID website with new members and events for both the city and the BID.
- Monthly Meetings – Held meetings each month with the BID Board of Directors with a quorum each month. With the assistance of the City Manager’s office, meeting notifications to all BID members are being sent; the city has hosted these meetings and they are recorded on Zoom. The board meeting is attended by one department heads/city staff as liaison, and other city staff.
- Worked with a hired an administrative coordinator to help with day-to-day tasks.
- More social media presence.

Summary and Highlights of 2023 Activities

Overview Status of 2023 Budget

BID fees, Mothers’ Day Artisan Faire and Art, Wine and Music income was received for 2023 as of October 31, 2023. The balance in all checking and savings accounts as of October 31, 2023 is \$13,012.68. We have a few more expenses to be paid for the Art, Wine and Music event and sponsorship monies that have not yet come in as well as other expenses until the end of 2023.



2023 Achievements

Special Events

Our most visible activities are our special events. We were fortunate to be able to reinstate the Mother's Day Artisan Fair, as well as holding Restaurant Week in January, Art, Wine and Music (Waterfront Festival) in October and encouraged members to participate in holiday event in conjunction with the city. This year we sponsored the first annual Cinco de Mayo event as well.

Media and Marketing

Our Media and Marketing Plan (updated in 2022) is being implemented; including the following items:

- Waterfront District Business Directory postcards, which includes a QR code to direct customers and visitors to our newly updated website. These postcards are distributed to waterfront businesses and public places.
- The suisunwaterfront.com website is updated regularly.
- Miscellaneous Opportunity Marketing in local media channels such as the Daily Republic and Your Town magazine.
- Regular social media postings of events and businesses. Our Facebook followers has grown to more than 5,300 and we have connected with other countywide nonprofit groups to spread the word about events.
- New Business Orientation Program/Welcome Packages are being distributed to new and existing members through personal contact with board members and administrative coordinator.

Administrative Coordinator

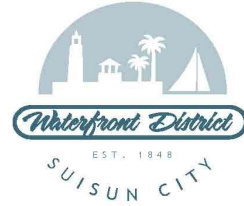
We have had the good fortune of having hired Tamuri Richardson, a well-known local entrepreneur, public speaker, author and business coach, who did outreach to businesses. Tamuri also coordinated the vendors for both Art, Wine & Music and the Cinco de Mayo event.

2024 Proposed Budget

The Board of Directors approved the budget at its November 20, 2023 meeting.

2024 Proposed Program of Work

- **Special Events** – We have re-evaluated SCHWBID's special events this year. Our vendor coordinator has indicated that she will not continue with the Art, Wine and Music event in 2024. Because of the increased expenses/volunteer time prior to the event (and reduced profit), we have decided not to continue the event in 2024. The reasons we decided not to continue the event after 18 years is 1) the volume of work prior to the event has burnt out many volunteers; 2) the reduced profit/loss on the event due to many more events held on that day in the region (Waterfront Festival in Vallejo, Lambtown in Dixon) that weren't held when we first started the event; 3) unpredictable weather (99 degrees in 2023 that kept attendance down; it rained the Saturday before the event); and 4) that there are so many more similar events held at the Waterfront than when the event was first started 18 years ago, and this event has become repetitive and not unique. We will continue



Restaurant Week and Mothers' Day Artisan Fair in 2024, and are looking instead to concentrate on destination marketing for the area, and to possibly co-sponsor events that individual Waterfront businesses hold as well as other events we can work on such as Cinco de Mayo and Art with Heart.

- We will continue Restaurant Week and Mothers' Day Artisan Fair, and encourage businesses to participate in seasonal holiday events.
- **Media and Marketing** – Because we will not be holding a larger event this year, our Media and Marketing Plan will expand. We will continue the following.
 - Distribution of the Waterfront District Business Directory postcards, which includes a QR code to direct customers and visitors to our website.
 - Continued updating and marketing of the suisunwaterfront.com website
 - Miscellaneous Opportunity Marketing in local channels
 - E-Newsletters – To the public and the membership
 - Regular social media postings of events and businesses
 - New Business Orientation Program/Welcome Packages to new and existing members through personal contact with board members.
 - We are looking to hire a Social Media/Website Coordinator to expand outreach in the area; the board will be updating its Media and Marketing Plan in January for new ideas for destination marketing.

The Board of Directors wants the Waterfront District and its businesses to succeed, increase the economic vitality of the area, be a clean and safe place for residents and visitors, and have a vibrant downtown area to replace with empty buildings and empty lots with new buildings and businesses.

With a very small budget, limited volunteer participation by district members (their #1 priority is to keep their businesses viable), we can only do a limited amount of what we would like to do. We hope to do more outreach, fundraising, business coaching, and encourage participation and helping each other during this next year.

We look forward to working with the City of Suisun City in the coming year, provide input for future projects, and hope the city will help us help businesses. The Waterfront District in Suisun City is a special place in the Suisun City community and hopes to remain economically viable in years to come. SCHWBID looks forward to continuing its efforts to enhance it to the benefit of all involved.

SCHWBID

media and marketing plan

2022 Proposed Program of Work Updated 2023

SUISUN CITY HISTORIC WATERFRONT BUSINESS IMPROVEMENT DISTRICT

SCHWBID will continue to concentrate on marketing the Waterfront District of Suisun City as a regional and a local destination. The overall SCHWBID Media Marketing will focus on two district market segments that can generate traffic and sales:

- ▶ *Local/Downtown Suisun City Employees and Residents*
- ▶ *Metro Area Residents & Visitors (Defined as 50-70 mile radius)*

SCHWBID Media Marketing

- Waterfront District Businesses Directory Brochure or Booklet (request city's business license list and monthly update of new business licenses)
- Welcome Package/ New Business Orientation Program (revised letter, perhaps offers from downtown businesses?)
- Facebook, Instagram & Twitter (need login for Twitter and Instagram)
- Marketing in local channels TV & Radio (need to develop message – cost may be prohibitive)
- Website Updating and Promotion
- E-Newsletters

Directory Brochure

Instead of printing the Waterfront District Businesses Directory Brochure, because of cost and it becoming outdated quickly, instead print a professionally designed postcard with QR code that will go directly to the SCHWBID website to access information on businesses and events.

1. Keeping website updated will be important
2. Less paper used/wasted.
3. Brochure racks will not be necessary.

4. New pictures of Waterfront District area needed
5. Include postcard in the welcome package for new businesses.
6. Cost for postcards only (not design) for 5,000 is about \$140 online
7. Distribution to members, including two hotels and train depot.

Welcome Package

Waterfront District Businesses **Welcome Package** to include:

1. Welcome Letter (update)
2. Waterfront District Business postcards for their place of business
3. Map of the City and/or Waterfront souvenir (TBD)

Welcoming Package is a great way to meet new business owners, **acquire contact information** and invite new owners to participate in SCHWBID events.

Facebook/Instagram/Twitter

Social Media Marketing for Members – SCHWBID market members businesses through our social media channels at no cost to them.

UPDATE: The Look – use our newer Logo to be updated, seasonal image change, general update

SCHWBID Marketing Goals for Facebook/Instagram

1. **Business of the Week** – feature one business per week with their logo, information, what they do, products, discounts, etc.
2. **Events** – when we are able to do events again, these would be featured – consider paid boost when appropriate
3. **Combine Facebook and Instagram** – need login and password for Instagram to combine in Business App for easier one-time post that targets both sites.

Local channels TV & Radio

Before we begin marketing on local TV and radio, SCHWBID will need to talk about the following: demographics of the audience to reach – not only for TV & Radio, but for our segments (Local and Visitor). What is our message, costs and methods to determine return on investment (ROI) or if we are image advertising?

Image advertising for SCHWBID would be aimed at the creation of a specific image for our brand. We need to figure out our brand – is it reliability, luxury, trust, ruggedness or style? Are we a destination?

Comments from board included:

- ***Demographic/Target Market is over 35 with disposable income***
- ***Tiza Art – 35+ - women***
- ***Waterfront Comics – 35+ - men; families on weekends***
- ***Athenian – 50% are over 50 or with families; Travis AFB, other businesses***
- ***Customers have traditional feel – not you***
- ***Natural resources of area are important – Suisun Marsh, bird watching, water sports, outdoor yoga, wildlife center, fishing***
- ***Emphasize the uniqueness of the area – products, eateries – Best Kept Secret***
- ***Discover the Hidden Gem of Solano County***
- ***Walkable, Getaway – stay a while***
- ***Use more Instagram with photos; get a YouTube Channel?***

7 Best Methods to Advertise a Travel Destination

1. Show people what they want to see, not what you want to show
2. Design your ads to plant a long-term image
3. If necessary, reinvent the image of the place
4. Highlight unique subjects based on your audience
5. Use high-quality, image-driven content
6. Use a clear call to action
7. Biggest obstacles are cost and fear

Local Advertising would include

1. **KUIC Ads** – Hold discussion if this is an advertising venue for image or better to use for events
2. **Your Town Magazine** – Magda to contact for costs
3. **Gold Mine Magazine** (Daily Republic option-less expensive) – Laura to explore with Robert at DR.
4. **Daily Republic** – Previously, we had a weekly page in color in the DR that didn't cost the district – we advertised events for the month; the ads below were for district businesses at a reduced rate. Laura to explore with Robert at DR for when we are able to hold events again. Note: our ad space could not advertise other businesses – just events.

Write a comprehensive visitor attraction plan.

Website

www.suisunwaterfront.com

1. Maintained and Modernized
2. Updated content, including news releases
3. Social Networking/Linking Businesses
4. Marketing Business members events or specialties

Connecting Members: Must maintain a close relationship with Waterfront businesses to know needs and upcoming events of each individual business.

E-Newsletter

- E-Newsletters Social Media
- SCHWBID to encourage members to share updates.
- Monthly if done on volunteer basis – one month to visitors and businesses; one month to only businesses/city/elected officials, etc.

Note: "Breaking News" can be sent on via email (blind copied)

Estimated Budget

Budget set each year for marketing



Resolution of Intent to Reauthorize Waterfront District BID

CITY COUNCIL
DECEMBER 5, 2023

1



Background

- Ordinance No. 667 (2003) Established BID.
- California Streets and Highways Code (Section 36500 - Parking and Business Improvement Area Law of 1989.
- The City levies assessments annually.
- Each year since 2003, the Council has reauthorized the continued operation of the District.

2



Two-Step Reauthorization Process.

As specified in the California Streets and Highways Code, there is a two-step process in reauthorizing the BID:

- Step 1: Accept Assessment Report from BID relative to any proposed changes and the operation of the District and set a public hearing date and time (no sooner than 10 days after adoption of Resolution of Intent).
- Step 2: At a Public Hearing, after specific notification requirements, the City Council may reauthorize the District. Hearing date of December 19, 2023.

3



Staff Recommendation

It is recommended that the City Council:

- Adopt Resolution No. 2022-__: Approving the Annual Assessment Report for the Waterfront District Business Improvement District.
- Adopt Resolution No. 2022-__: Declaring its Intent to Consider Reauthorizing the Suisun City Historic Waterfront Business Improvement District and the Assessment Levy for the District for Fiscal Year 2022, and Setting a Public Hearing to Consider these Matters for December 19, 2023.

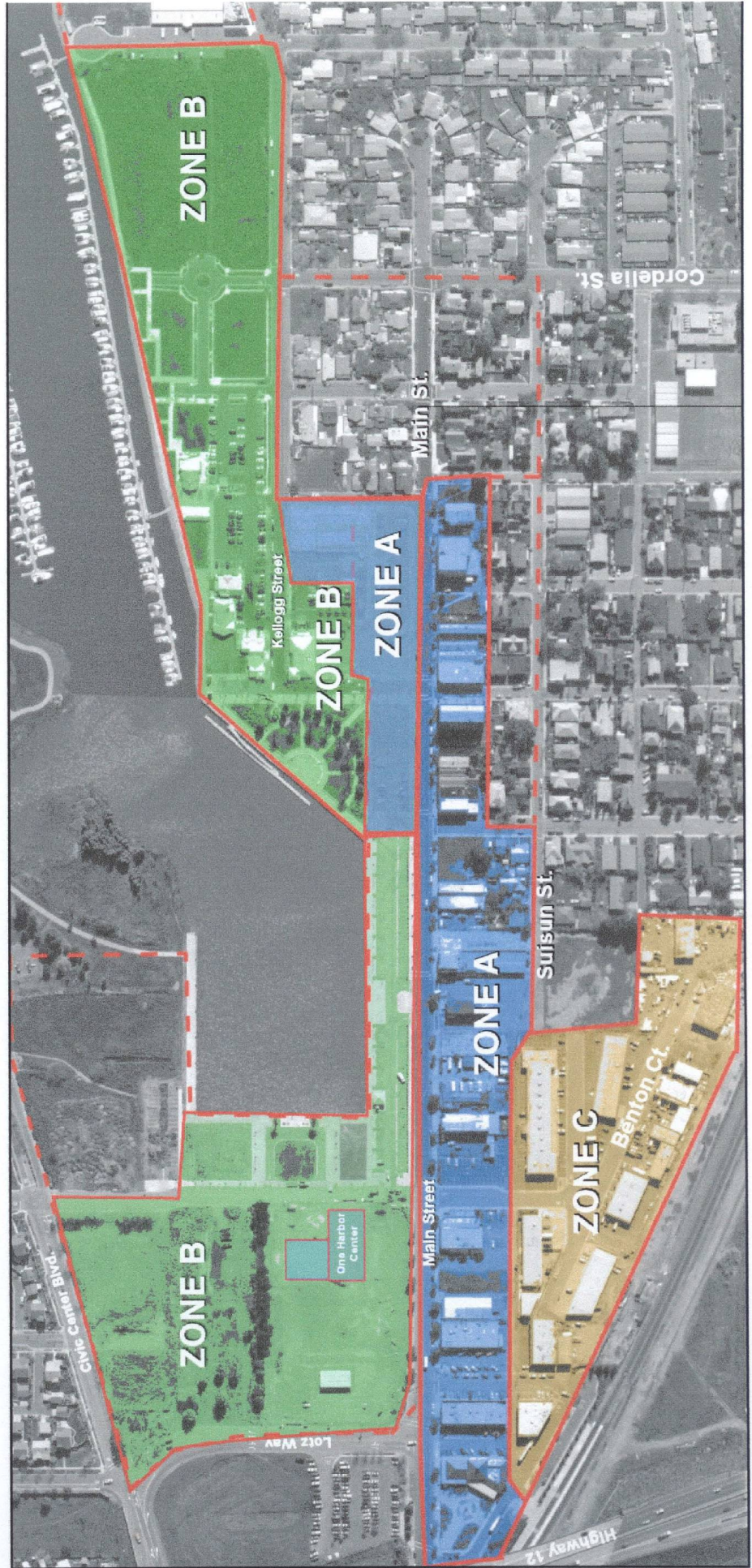
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Questions?

EXHIBIT A (3)

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



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EXHIBIT “B”

Purpose and Use of Benefit Assessments.

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

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

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

b. Activities including but not limited to the following:

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

AGENDA TRANSMITTAL

MEETING DATE: December 5, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2024 as Provided in Chapter 8.04 of the Suisun City Code.

FISCAL IMPACT: Failure to approve the proposed resolution could result in the loss of approximately \$75,430 to fund the 2024 Fourth of July Celebration, as well as \$21,388 for fire prevention, fire education, fire investigation, and fire code enforcement associated with fireworks use.

BACKGROUND: This is an annual resolution to regulate the sales of Safe and Sane Fireworks. Specifically, certain dates and times are required to be specified in a City Council Resolution. In 2013, Title 8, Chapter 8.04 – (“Fireworks.”) was modified to ensure that future Safe and Sane Fireworks sales periods may be approved by resolution without the need for technical changes every year to the City Ordinance

STAFF REPORT: For one week, beginning June 28th at noon, non-profit groups are allowed to sell Safe and Sane Fireworks until July 4th at 9pm. This year fireworks booths saw a decrease in sales. Overall sales of Safe and Sane Fireworks decreased by 22%. An initial inspection was conducted at each booth and periodical spot checks were conducted by Fire Prevention personnel. No incidents were reported by any of the non-profit groups.

In accordance with the wholesaler agreement, below you will find the breakdown of the non-profit group’s payments and the monies remitted to the City.

The attached Resolution provides the applicable dates for applying the Fireworks Ordinance to the 2024 season. These changes are made to accommodate the 2024 calendar year and include the following:

- The dates for accepting applications will be January 2nd, through February 2nd
 - The date for the lottery, if needed, will be February 7th, at 10:00 AM
 - The no later than date for execution of the Fireworks Wholesaler Distribution Agreement is May 1st
 - The no later than date for the Wholesaler Public Education Plan is May 26th
 - All unsold fireworks and accompanying litter shall be cleared from the sites no later than July 6th
-

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023 - ___: Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2024 as provided in Chapter 8.04 of the Suisun City Code.

DOCUMENTS ATTACHED:

1. Resolution No. 2023 - ___: Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2024 as Provided in Chapter 8.04 of the Suisun City Code 2023
2. Safe and Sane Firework Sales Breakdown

3. PowerPoint Presentation

PREPARED BY:

Michelle Zunino, Administrative Assistant

REVIEWED BY:

Brad L. Lopez, Fire Chief

APPROVED BY:

Aaron Roth, Interim City Manager

ATTACHMENTS:

1 RESOLUTION ADOPTING CERTAIN FINDINGS AND THE POLICY DIRECTIVES TO IMPLEMENT THE SALES AND USE OF SAFE AND SANE FIREWORKS FOR 2024.pdf

2 2023 Safe and Sane Firework Sales Breakdown.pdf

3. 2023 Fireworks PowerPoint Presentation.pdf

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WHEREAS, the Suisun City Code has been amended to permit the sales of Safe and Sane Fireworks, and to regulate other fireworks-related activities; and

WHEREAS, the sale of Safe and Sane Fireworks has benefitted the City of Suisun City by providing local Nonprofit Organizations who work for the benefit of the community with an opportunity to raise funds; and

WHEREAS, the City Council deems it necessary to adopt Certain Findings for the sale and use of Safe and Sane Fireworks; and

WHEREAS, the City Council deems it necessary to adopt Policy Directives for the sales and use of Safe and Sane Fireworks.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City hereby finds that Fireworks stands are categorically exempt from the California Environmental Quality Act (“CEQA”) under CEQA Guidelines section 15311 as minor accessory structures appurtenant to existing commercial, industrial, or institutional facilities; and

BE IT FURTHER RESOLVED that the City Council of the City of Suisun City hereby adopts the following Policy Directives:

- 1. City Manager to Administer Fireworks Program.** The City Manager is hereby directed to administer the Suisun City Fireworks Program; the City Council of the City of Suisun City authorizes the City Manager to execute any and all necessary documents pertaining to implementation of the Sales and the Use of Safe and Sane Fireworks in the City Suisun City.
- 2. Number of Permits.** Three (3) Fireworks Sales Permits will be made available for the sale of Safe and Sane Fireworks in the City of Suisun City.
- 3. Filing Application for Fireworks Sales.** Applications will be accepted from January 2nd, 2024 through February 2nd, 2024 until 5:00 pm.
- 4. Permittee Selection Process.** The process for selection of permittees to hold and use Fireworks Sales Permits shall be consistent with the following policy directives:
 - a. Only Qualified Applicants, as that term is defined in section 8.04.010 of the Suisun City Code, shall be eligible to submit an application for a permit. Applicants are qualified on the basis of the following criteria:

1 i.Organizations that have proved they are qualified by documentation of
2 charitable nonprofit status with the State and IRS 501(c)(3). The
3 organization bylaws or Articles of incorporation shall state organized for
4 a charitable, educational, religious, or scientific purposes, and a
5 nonprofit organization.

6 ii.Charitable organizations “Primarily Serving Suisun City Residents and
7 Businesses,” as that phrase is defined in the Municipal Code, and are
8 organized primarily to benefit youth, schools, veterans, or local
9 businesses in Suisun City shall be given preference in the first lottery
10 drawing.

11 iii.The organization has at least 10 members that will staff the booth and a
12 plan to keep the booth open for the full sales period.

13 iv.Organizations with less than 10 members shall produce an agreement
14 with another nonprofit organization for a joint application.

15 b. The lottery shall take place at a time, place, and manner determined by the Fire
16 Chief in accordance with the administrative rules and procedures adopted by the Fire
17 Chief. In 2024, the lottery will be held on February 7th, at 10:00 am in the Council
18 Chambers.

19 i.If three (3) or more organizations with the above preference apply, these
20 organizations will be drawn in a lottery to determine selection for
21 available permits.

22 ii.The choice of fireworks stand sites will be drawn separately after the
23 permits have been determined.

24 iii. After the authorized number of permits has been awarded, the remaining
25 qualified applicants shall be drawn in a second lottery as alternates. Each
26 alternate, according to the order drawn, shall be offered a permit if one
27 of the original permittees cannot meet the requirements of this Chapter
28 or if a permittee voluntarily surrenders its permit.

22 **5. Fireworks Wholesaler—Distribution Agreement.**

23 a. All fireworks wholesalers who seek to do business in the City and supply a
24 contract with applicants for fireworks booth permits in the city shall enter into and
25 execute a fireworks wholesaler distribution agreement with the City no later than May
26 1st, 2024.

26 **6. Fireworks Wholesaler Public Education Plan.**

27 a. Each fireworks distributor/wholesaler supplying one or more nonprofit
28 organizations who are permittees under this chapter, shall submit a public education
plan to the City by no later than 5:00 pm on May 31st, 2024.

1 **7. Locations of Fireworks Stands.** Fireworks stand locations will be approved by the City
2 Manager.

3 **8. Fireworks Stands.** Fireworks stands may be put in place by the permittee no earlier than
4 8:00 a.m. on June 20, 2024.

5 Signs for fireworks sales shall be displayed no earlier than seven (7) days before the approved
6 start of sales, June 28, 2024, and must be removed four (4) days after the fireworks sales period
7 ends July 8, 2023.

8 All unsold fireworks and accompanying litter shall be cleared from the location by 5:00 p.m.
9 two (2) days after the fireworks sales period ends, July 6, 2024.

10 The fireworks stand shall be removed from the temporary location by 12:00 p.m. on July 12,
11 2024.

12 **9. Permissible Hours of Sale.** Dates and hours of the sale of "Safe and Sane Fireworks" shall
13 begin no earlier than 12:00 noon on June 28 and shall not continue after 9:00 pm on July 4 of
14 the same year. Sale of fireworks shall be permitted only from 12:00 noon to 9:00 pm on June
15 28 and from 9:00 am to 9:00 pm daily June 29 through July 4.

16 **10. Permissible hours of use.** It shall be unlawful to discharge any "Safe and Sane Fireworks"
17 except during the hours of 9:00 am to 10:00 pm June 28 through July 5, 2024.

18 **PASSED AND ADOPTED** at a regular meeting of the Suisun City Council duly
19 noticed and held on the 5th day of December, 2023 by the following vote:

20 I, Anita Skinner, City Clerk of the City of Suisun City, hereby certify that the above
21 Resolution No. 2023-__, was duly and regularly passed and adopted by the said City Council
22 at a regular meeting thereof held on _____, 2023 by the following vote:

23 AYES:	Councilmembers:	_____
24 NOES:	Councilmembers:	_____
25 ABSENT:	Councilmembers:	_____
26 ABSTAIN:	Councilmembers:	_____


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

28 _____
Anita Skinner
City Clerk

2023 Safe and Sane Fireworks Breakdown

Description	Suisun American Little League Hwy 12 & Marina	Alooma Temple No. 212 Sunset Center	Crystal/ Rodriguez Music Boosters Walmart Parking Lot	Totals
Cash Sales Deposited	\$53,605.04	\$36,083.50	\$21,343.40	\$111,031.94
Credit Card Receipts	\$136,164.08	\$97,797.22	\$76,238.82	\$310,200.12
Gross Sales	\$189,769.12	\$133,880.72	\$97,582.22	\$421,232.06
8.375% Sales Tax	(\$14,664.97)	(\$10,346.03)	(\$7540.96)	(\$32,551.96)
Retail	\$175,104.15	\$123,534.69	\$90,041.26	\$388,680.10
Regulatory Fee	(\$9,635.40)	(\$6,797.97)	(\$4,954.64)	(\$21,388.01)
Total Retail Sales	\$165,468.75	\$116,736.72	\$85,086.62	\$367,292.09
TNT Fireworks Product Cost	(\$95,681.08)	(\$69,431.47)	(\$51,319.76)	(\$216,432.31)
Gross Proceeds	\$69,787.67	\$47,305.25	\$33,766.86	\$150,859.78
Split with City of Suisun City				Totals
Nonprofit 50%	\$34,893.83	\$23,652.62	\$16,883.43	\$75,429.88
Suisun City 50%	\$34,893.83	\$23,652.62	\$16,883.43	\$75,429.88

Booth Location (Non-Profit)	2023	2022	Difference
Highway 12 & Marina Blvd. (Suisun America Little League)	\$34,893.83	\$26,633.08	31.0%
Sunset Center (Alooma Temple No. 212)	\$23,652.62	\$32,997.49	-39.5%
Walmart Parking Lot (Crystal / Rodriguez Music Booster)	\$16,883.43	\$14,541.51	16.1%
Total	\$75,429.88	\$74,172.08	1.7%



2023 Safe and Sane Fireworks Sales

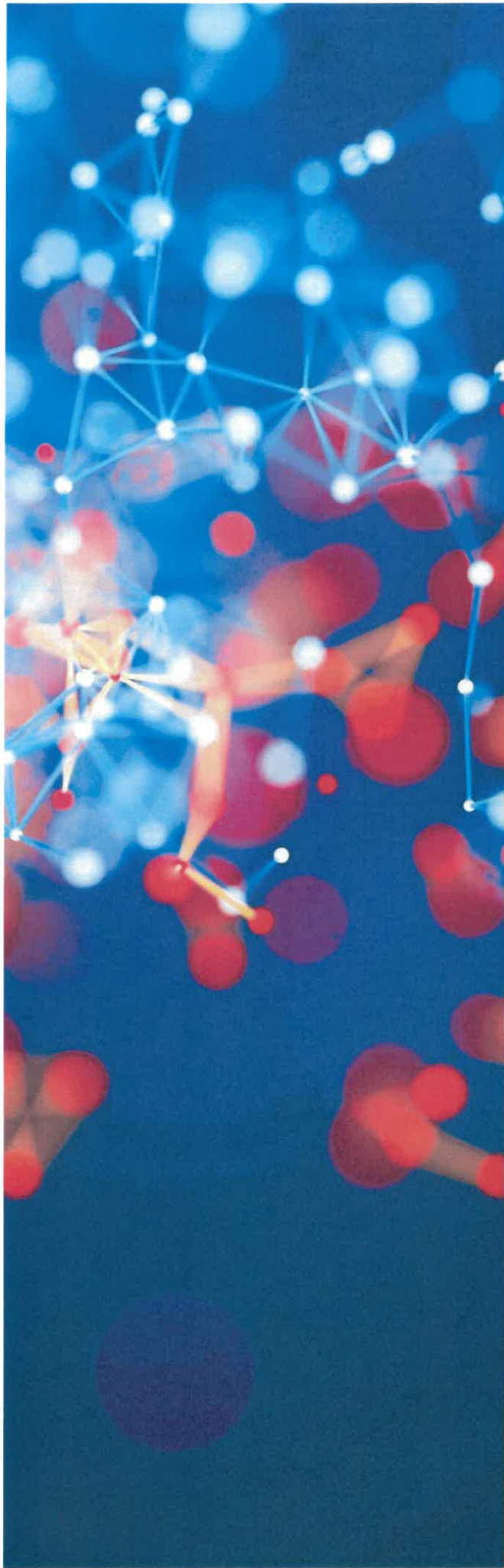
Suisun City
Fire Department

2023 Wholesaler Payments Remitted

Non-Profit Group	50% Share	Regulatory Fee	Totals
Alooma Temple No. 212	\$23,653	\$6,798	\$30,451
Suisun American Little League	\$34,894	\$9,635	\$44,529
Crystal Music Boosters	\$16,883	\$4,955	\$21,388
Total	\$75,430	\$21,388	\$96,818

2023 Net Sales Proceeds (Increase/Decrease)

Booth Operator and Location	2023	2022	Difference
Suisun American Little (Highway 12 & Marina)	\$34,893.83	\$26,633.08	31%
Alooma Temple No. (Sunset Center)	\$23,652.62	\$32,997.49	-39.5%
Crystal Rodriguez Music Booster (Walmart)	\$16,883.43	\$14,541.51	16.1%
Total	\$75,429.88	\$74,172.08	1.7%



1.7% overall net sales increase.

Updated maps and educational material handouts.

Created public service messaging on the safe use of Safe and Sane Fireworks.

Adoption of resolution will result in approximately \$75,430 for 2024 Fourth of July events.

Summary

Tuesday, December 5, 2023

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SUISUN CITY MAYOR INFORMATIONAL REPORT

DECEMBER 5, 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

✓ Napa-Solano Area Agency on Aging

Solano County Mayor's Committee

City-County Coordinating Committee

Suisun City Committees / Ad-Hoc:

Suisun-Solano Water Authority Executive Committee

Suisun-Solano Water Authority Board

✓ 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:

✓ Suisun City Climate Resiliency Walking Tour

Solano Economic Development Corporation Board Meeting (November 16, 2023)

- Attended the Solano Economic Development Corporation board meeting.
- Guest speaker was California Forever CEO Jan Sramek who presented to regional leaders from various industries such as education, financing, business, city governance, workforce, and more. They noted a new advisory board made up of diverse leaders from the region whose role is to provide feedback on the needs of the community. Their participation does not endorse their project, but rather ensures that community concerns are being represented.
- They shared that they will be hosting town hall meetings throughout Solano County. They are hosting a Fairfield/Suisun Town Hall on December 7th at the Fairfield Community Center at 5pm.

SolTrans Board Meeting (November 16, 2023)

- Attended the SolTrans Board meeting representing Solano Transportation Authority as an alternate board member.
- Board approved eliminating paper bus passes for Solano Express.
- They will be increasing accessibility to use Clipper Cards on the bus systems and will be introducing open loop technology which allows riders to simply tap their credit or debit card to the payment system on the bus without having to have to purchase a Clipper Card or carry cash with them. It is recommended that riders sign up for notifications at soltrans.org.

CAP Solano JPA Board Meeting (November 16, 2023)

- Attended the CAP Solano JPA Board Meeting
- The board approved on consent the Coordinated Entry Reports for October 2023 for Resource Connect Solano and Domestic Violence Coordinated Entry, the appointment of Dr. Gethsemane Moss to the Tripartite Advisory Board as a Public Representative, and a second amendment with Pathways Community Network Institute dba Pathways MISI as the Homeless Management Information System (HMIS) Administrator through December 31, 2024.
- The board discussed and approved funding request for Homeless Housing, Assistance and Prevention (HHAP) Round 3-4 Youth set for \$172, 269.19 to On the Move for Youth Street Outreach and \$156, 722.50 to Vacaville Solano Services Corporation for Youth Rapid Rehousing.
- Received presentation on the Homeless Management Information Systems (HMIS) Admin Introduction and Clarity Transition.
- Board was updated on the 2024 Point in Time Count to take place in January of 2024.
- Next meeting is scheduled for January 25, from 6:30-8pm at 601 Texas Street, Conference Room A, Fairfield.
- In attendance was also Councilmember Dawson.

Fairfield-Suisun Sewer District Executive Committee Meeting (November 20, 2023)

- Attended the executive committee meeting with Fairfield-Suisun Sewer District.
- Approved agenda for the regular board meeting.
- Requested update on study to be completed for a project located in Suisun Valley. Staff stated the scope of work and next steps were being determined by Solano County Staff.

Napa-Solano Area Agency on Aging Board Meeting (November 27, 2023)

- This meeting was cancelled. The next scheduled meeting is for January 27, 2024.

Fairfield-Suisun Sewer District (November 26, 2023)

- Attended the Fairfield-Suisun Sewer District Board meeting.
- The board approved on Consent the 2024 Board of Directors meeting schedule, an MOU for the 2023-2025 Household Hazardous Waste Collection Program for the City of Fairfield, awarded a consulting services agreement for Community Treatment Wetland and Climate Resiliency Project Community Co-Design and Environmental Studies, awarded a change order for the Bioenergy Generation Project, and the October 23, 2023 board meeting minutes.
- The board received a presentation and discussed the Suisun Force Main Reliability Project, which will add an additional pipe on Civic Center Boulevard.
- The board awarded a consulting services agreement for NPDES Renewal Technical Assistance.
- In attendance were also Vice Mayor Washington, Councilmember Dawson, Councilmember Osum and remote attendance by Councilmember Pal.

Suisun City Climate Resiliency Walking Tour (November 29, 2023)

- I was invited to join a Suisun City Climate Resiliency Walk alongside partner agencies that included the Fairfield-Suisun Sewer District, Solano Land Trust, Sustainable Solano, and Greenbelt Alliance.
- The walking tour provided an opportunity for partner agencies to discuss climate resiliency and sea level rise challenges facing Suisun City.
- The walking tour included a walk by the Suisun City waterfront and two of the sewer district pump stations.
- The different agencies will continue to work together and collaborate on future grant opportunities that can assist with sea level rise mitigation in Suisun City.

Environment and Climate Committee (November 30, 2023)

- Chaired the Environment and Climate Committee.
- The committee worked on their social media community education and engagement drafts. This education will consist of monthly posts that will help educate community members on environmental and sustainability topics.
- The committee discussed the updates regarding The Nature Conservancy Findings and action steps identified in this document. The monthly educational topics, the work by Sustainable Solano regarding a grant on nature based solutions to address sea level rise in Suisun City, the Kellogg Street Project led by the Fairfield-Suisun Sewer District, and the recommendation to Council to consider dedicating staff time to address climate resiliency are all action steps that have taken place and align with The Nature Conservancy community based workshop.