



CITY COUNCIL  
Lori Wilson, Mayor  
Michael A. Segala, Mayor Pro-Tem  
Jane Day  
Wanda Williams  
Vacant

CITY COUNCIL MEETING

First and Third Tuesday  
Every Month

## A G E N D A

### SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, JANUARY 15, 2019

5:30 P.M.

---

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

---

#### **NOTICE**

*Pursuant to Government Code Section 54953, Subdivision (b), the following Council meeting includes teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.*

#### **ROLL CALL**

Council Members

#### **PUBLIC COMMENT**

*(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).*

#### **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.)*

#### **CLOSED SESSION**

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

#### **City Council**

##### 1. CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Joe Dingman, Administrative Services Director, Dan Healy, Police Commander, Kris Lofthus, Recreation, Parks and Marina Director, and Scott Corey, Senior Management Analyst.

Employee organization: SCPOA (Suisun City Police Officers' Association)

##### 2. CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Joe Dingman, Administrative Services Director and, Kris Lofthus, Recreation, Parks and Marina Director, Scott Corey, Senior Management Analyst.

Employee organization: SCEA (Suisun City Employees' Association).

DEPARTMENTS: AREA CODE (707)

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

### 3. CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Joe Dingman, Administrative Services Director, and Kris Lofthus, Recreation, Parks and Marina Director, Scott Corey, Senior Management Analyst.

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

### **CONVENE OPEN SESSION**

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

### **ADJOURNMENT**

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

#### *PLEASE NOTE:*

1. The City Council/Agency/Authority hopes to conclude its public business by 11:00 P.M. Ordinarily, no new items will be taken up after the 11:00 P.M. cutoff and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
2. Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.
3. Agendas are posted at least 72 hours in advance of regular meetings at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including the Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA, and the Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of January 15, 2019 was posted and available for review, in compliance with the Brown Act.  
the Brown Act.

CITY COUNCIL  
Lori Wilson, Mayor  
Michael A. Segala, Mayor Pro-Tem  
Jane Day  
Wanda Williams  
Vacant



CITY COUNCIL MEETING

First and Third Tuesday  
Every Month

## A G E N D A

### REGULAR MEETING OF THE SUISUN CITY COUNCIL

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

### AND HOUSING AUTHORITY

TUESDAY, JANUARY 15, 2019

7:00 P.M.

---

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

---

#### **NOTICE**

*Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by:  
Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.*

(Next Ord. No. – 754)

(Next City Council Res. No. 2019 – 01)

Next Suisun City Council Acting as Successor Agency Res. No. SA2019 - 01)

(Next Housing Authority Res. No. HA2019 – 01)

#### **ROLL CALL**

Council / Board Members

Pledge of Allegiance

Invocation

#### **PUBLIC COMMENT**

*(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).*

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

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

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

1. Mayor/Council - Chair/Boardmembers

a. Update on Formatting Citizens Committees: Climate, Landscaping & Lighting Districts (a.k.a. MAD) and Public Safety – (Wilson)

2. City Manager/Executive Director/Staff

a. Illegal Dumping Notification Process – (Medill)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320

FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340

SUCCESSOR AGENCY 421-7309 FAX 421-7366

**PRESENTATIONS/APPOINTMENTS**

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

**City Council**

3. Introduction and Swearing in of new Suisun City Police Officers Ernesto Zaragoza, Cody Marler, Cesar Dominguez - (Kreins).

**CONSENT CALENDAR**

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

**City Council**

4. Council Adoption of Resolution No. 2019-\_\_\_: Amending Salary Resolution No. 2018-96 to Implement New Minimum Wage – (Corey/Dingman).
5. Receive and File Agreement for Appointment of Richard J. Ramirez as Interim City Manager – (City Attorney).

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

6. 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 20, 2018 – (Hobson).

**Joint City Council / Suisun City Council Acting as Successor Agency**

7. Council/Agency Approval of the December 2018 Payroll Warrants in the Amount of \$423,439.08. Council/Agency Approval of the December 2018 Payable Warrants in the Amount of \$1,789,628.90– (Finance).

**PUBLIC HEARINGS****GENERAL BUSINESS****ADJOURNMENT**

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

**PLEASE NOTE:**

1. The City Council/Agency/Authority hopes to conclude its public business by 11:00 P.M. Ordinarily, no new items will be taken up after the 11:00 P.M. cutoff and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
2. Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.
3. Agendas are posted at least 72 hours in advance of regular meetings at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including the Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA, and the Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of January 15, 2019 was posted and available for review, in compliance with the Brown Act.  
the Brown Act.



# How to Report Illegal Dumping and/or Needed Debris Pickup

JANUARY 15, 2019

Item 2.a



**BADACTR**

# Illegal Dumping



# Report Illegal Dumping

---

Dumping in public or private places is prohibited.

To report illegal dumping in the City call

**Suisun City Police Department  
Non-Emergency Dispatch  
707-421-7373**

with the following information:

1. Violator Info – Name, Physical Description, License Plate #
2. Location Description – Address and/or Street Name
3. Eyewitness Testimony



# Abandoned Debris

Item 2.a





# Report Abandoned Debris

---

If you see a City street or public alleyway with abandoned appliances, trash, or debris call or email

**Suisun City Public Works**  
**707-421-7340**  
**PWM@Suisun.com**

with the following information:

1. Description of the Abandoned Debris.
2. Address and Location of Debris.



SOLANO COUNTY

SUISUN CITY

FAIRFIELD

- LEGEND**
-  FAIRFIELD ROAD
  -  SOLANO COUNTY ROAD
  -  SUISUN CITY ROAD
  -  SUISUN CITY BORDER

# SUISUN CITY LIMITS ALONG CORDELIA ROAD

The City of Suisun makes no representations about the suitability of the information provided for any purpose, "as is" without warranty of any kind.  
Map created by: Joan Madrone, Assistant Planner—Planning Division





# Notify Proper Agency

Location	Problem	Agency	Contact Info
Suisun City	Illegal Dumping Activity	Suisun Police Department Dispatch Non-Emergency	707-421-7373
	Report Debris Pickup	Suisun Public Works	707-421-7340 PWM@Suisun.com
Fairfield	Illegal Dumping Activity	Fairfield Police Dept Dispatch Non-Emergency	707-428-7300
	Report Debris Pickup	Fairfield Public Works	707-428-7407
Solano County	Illegal Dumping Activity	Solano County Sheriff Dispatch Non-Emergency	707-421-7090
	Report Debris Pickup	Solano County Public Works	707-421-6055

(Notification contact information is posted to City Website and Social Media.)

THIS PAGE INTENTIONALLY LEFT BLANK

## AGENDA TRANSMITTAL

**MEETING DATE:** January 15, 2019

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2019-\_\_\_: Amending Salary Resolution No. 2018-96 to Implement New Minimum Wage.

**FISCAL IMPACT:** There is no new fiscal impact in the current fiscal year because the minimum wage increase was budgeted for the last six months of the fiscal year. In FY 2018-19, the General Fund six-month cost would be approximately \$10,800.

**BACKGROUND:** In 2016, the California Legislature enacted and Governor Jerry Brown approved SB 3, which required periodic increases in the State minimum wage until it reached \$15 per hour on January 1, 2022, for employers with more than 26 employees. The law required the following schedule of minimum wage increases:

DATE	HOURLY WAGE
January 1, 2017	\$10.50
January 1, 2018	\$11.00
January 1, 2019	\$12.00
January 1, 2020	\$13.00
January 1, 2021	\$14.00
January 1, 2022	\$15.00

**STAFF REPORT:** In December 2017, the City Council increased the minimum wage to \$11 per hour. To comply with the statute, it is appropriate to adjust the Temporary/Hourly Section of the Salary Resolution to reflect the \$12 per hour minimum wage retroactive to December 28, 2018, the start of the pay period that covers January 1, 2019.

**RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2019-\_\_\_: Amending Salary Resolution No. 2018-96 to Implement New Minimum Wage.

**ATTACHMENTS:**

1. Council Resolution No. 2019-\_\_\_: Amending Salary Resolution No. 2018-96 to Implement New Minimum Wage.

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

Scott T. Corey, Senior Management Analyst  
 Joe Dingman, Administrative Services Director  
 Richard Ramirez, Interim City Manager

THIS PAGE INTENTIONALLY LEFT BLANK

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**RESOLUTION NO. 2019-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AMENDING SALARY RESOLUTION NO. 2018-96 TO IMPLEMENT A NEW  
MINIMUM WAGE**

**WHEREAS**, on April 4, 2016, the Governor approved Senate Bill 3 to amend Labor Code Section 1182.12 to require periodic increases to the minimum wage paid by California employers, including public agencies; and

**WHEREAS**, on December 19, 2017, the Suisun City Council adjusted the Salary Resolution to implement the \$11 per hour minimum wage required on January 1, 2018; and

**WHEREAS**, Labor Code Section 1182.12 requires California employers with more than 26 employees to pay workers at least \$12 per hour effective January 1, 2019.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City hereby amends salary Resolution No. 2018-96 updating the Salary Schedule to implement a new minimum wage effective December 28, 2018, as attached as Exhibit A.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 15<sup>th</sup> day of January 2019, by the following vote:

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

**WITNESS** my hand and the seal of said City this 15<sup>th</sup> day of January 2019.

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

THIS PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT A**

**Section No. 1: Executive Management Salary Schedule**

**Effective: August 14, 2018**

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Monthly	Hourly
City Manager*	100	\$ 11,052	\$ 63.76	\$ 14,920	\$ 86.07
Administrative Services Director*	108	\$ 8,139	\$ 46.96	\$ 10,988	\$ 63.39
Development Services Director*	128	\$ 8,139	\$ 46.96	\$ 10,988	\$ 63.39
Fire Chief*	115	\$ 8,139	\$ 46.96	\$ 10,988	\$ 63.39
Police Chief*	110	\$ 8,139	\$ 46.96	\$ 10,988	\$ 63.39
Pub. Wks. & Bldg. Director/City Engineer*	123	\$ 8,139	\$ 46.96	\$ 10,988	\$ 63.39
Recreation, Parks & Marina Director*	140	\$ 8,139	\$ 46.96	\$ 10,988	\$ 63.39
Community Development Director*	130	\$ 7,257	\$ 41.87	\$ 9,797	\$ 56.52
Economic Development Director*	125	\$ 7,257	\$ 41.87	\$ 9,797	\$ 56.52
Chief Building Official*	135	\$ 7,257	\$ 41.87	\$ 9,797	\$ 56.52

**\*Exempt**

**EXHIBIT A**

**Section No. 2: Police Management Salary Schedule**

**Effective: December 29, 2017**

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Monthly	Hourly
Police Chief*	110	\$ 8,139	\$ 46.96	\$ 10,988	\$ 63.39
Police Commander*	255	\$ 7,236	\$ 41.75	\$ 9,768	\$ 56.36

0

**\*Exempt**

**EXHIBIT A**

**Section No. 3: Professional/Technical Salary Schedule**

Effective: September 4, 2018

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Monthly	Hourly
<b>City Engineer*</b>	267	\$ 7,257	\$ 41.87	\$ 9,797	\$ 56.52
Police Commander*	255	\$ 7,236	\$ 41.75	\$ 9,769	\$ 56.36
<b>Public Works Superintendent*</b>	265	\$ 6,585	\$ 37.99	\$ 8,890	\$ 51.29
Financial Services Manager*	225	\$ 6,046	\$ 34.88	\$ 8,163	\$ 47.09
Accounting Services Manager*	207	\$ 5,803	\$ 33.48	\$ 7,834	\$ 45.20
Building Inspection Services Manager*	216	\$ 5,803	\$ 33.48	\$ 7,834	\$ 45.20
IT Services Manager*	276	\$ 5,803	\$ 33.48	\$ 7,834	\$ 45.20
Police Support Services Manager*	270	\$ 5,803	\$ 33.48	\$ 7,834	\$ 45.20
<b>Assistant/Associate Engineer-Associate*</b>	221	\$ 5,803	\$ 33.48	\$ 7,834	\$ 45.20
<b>Fire Division Chief*</b>	237	\$ 5,803	\$ 33.48	\$ 7,834	\$ 45.20
Senior Management Analyst*	238	\$ 5,533	\$ 31.92	\$ 7,470	\$ 43.09
Senior Planner*	239	\$ 5,533	\$ 31.92	\$ 7,470	\$ 43.09
<b>Project Manager*</b>	260	\$ 5,281	\$ 30.47	\$ 7,130	\$ 41.13
Senior Accountant*	205	\$ 5,281	\$ 30.47	\$ 7,130	\$ 41.13
Senior Building Inspector*	215	\$ 5,281	\$ 30.47	\$ 7,130	\$ 41.13
Assistant/Associate Engineer-Assistant*	220	\$ 5,275	\$ 30.43	\$ 7,121	\$ 41.09
<b>Assistant/Associate Planner-Associate*</b>	251	\$ 5,030	\$ 29.02	\$ 6,791	\$ 39.18
<b>Management Analyst I/II-II*</b>	236	\$ 5,030	\$ 26.28	\$ 6,791	\$ 39.18
Marina & Waterfront Events Manager*	240	\$ 5,030	\$ 26.28	\$ 6,791	\$ 39.18
<b>Housing Manager*</b>	230	\$ 4,836	\$ 27.90	\$ 6,528	\$ 37.66
Marketing Manager*	245	\$ 4,592	\$ 26.49	\$ 6,199	\$ 35.76
<b>Accountant*</b>	200	\$ 4,572	\$ 26.38	\$ 6,173	\$ 35.61
Assistant/Associate Planner-Assistant*	250	\$ 4,572	\$ 26.38	\$ 6,173	\$ 35.61
Management Analyst I/II-I*	235	\$ 4,572	\$ 26.38	\$ 6,173	\$ 35.61
<b>Dispatch/Records Supervisor*</b>	223	\$ 4,290	\$ 24.75	\$ 5,792	\$ 33.41
<b>Public Works Supervisor*</b>	222	\$ 4,270	\$ 24.63	\$ 5,764	\$ 33.25
<b>Administrative Fire Captain*</b>	201	\$ 4,067	\$ 18.96	\$ 5,490	\$ 25.59
<b>Sec to City Mgr/Dep City Clerk*</b>	300	\$ 4,010	\$ 23.14	\$ 5,414	\$ 31.23
<b>Recreation Supervisor*</b>	241	\$ 3,650	\$ 21.06	\$ 4,928	\$ 28.43

**Bold** denotes benchmark class

\*Exempt

**EXHIBIT A**

**Section No. 4: Police Non-Management Salary Schedule**

Effective: December 29, 2017

Job Class w/ Incentive &/or Assignment Pay	Range	A Step		B Step		C Step		D Step		E Step		F Step		G Step	
		Monthly	Hourly	Monthly	Hourly										
<b>Police Officer</b>	400	\$5,051	\$29.14	\$5,304	\$30.60	\$5,569	\$32.13	\$5,847	\$33.73	\$6,140	\$35.42	N/A	N/A	N/A	N/A
Police Officer w/ POST Int. Certificate	401	\$5,303	\$30.60	\$5,569	\$32.13	\$5,847	\$33.73	\$6,139	\$35.42	\$6,446	\$37.19	N/A	N/A	N/A	N/A
Police Officer w/ POST Int. & Adv Certs	402	\$5,569	\$32.13	\$5,848	\$33.74	\$6,140	\$35.42	\$6,447	\$37.19	\$6,769	\$39.05	N/A	N/A	N/A	N/A
Police Corporal	415	N/A	N/A	N/A	N/A	\$5,569	\$32.13	\$5,847	\$33.73	\$6,140	\$35.42	\$6,447	\$37.19	N/A	N/A
Police Corporal w/ POST Int. Cert.	416	N/A	N/A	N/A	N/A	\$5,847	\$33.73	\$6,139	\$35.42	\$6,446	\$37.19	\$6,769	\$39.05	N/A	N/A
Police Corporal w/ POST Int. & Adv.	417	N/A	N/A	N/A	N/A	\$6,140	\$35.42	\$6,447	\$37.19	\$6,769	\$39.05	\$7,108	\$41.01	N/A	N/A
<b>Police Sergeant</b>	450	\$6,290	\$36.29	\$6,605	\$38.10	\$6,935	\$40.01	\$7,282	\$42.01	\$7,646	\$44.11	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. Certificate	451	\$6,605	\$38.11	\$6,936	\$40.01	\$7,282	\$42.01	\$7,647	\$44.11	\$8,029	\$46.32	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. & Adv.	452	\$6,935	\$40.01	\$7,282	\$42.01	\$7,646	\$44.11	\$8,028	\$46.32	\$8,430	\$48.63	N/A	N/A	N/A	N/A

**Bold** denotes benchmark class

**EXHIBIT A**

**Section No. 5: General City Service**

Effective: July 1, 2018

Job Class	Range	A Step		B Step		C Step		D Step		E Step	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
<b>Computer Technician</b>	545	\$4,990	\$28.79	\$5,240	\$30.23	\$5,502	\$31.74	\$ 5,777	\$33.33	\$6,066	\$35.00
<b>Building Inspector I/II-II</b>	521	\$4,747	\$27.39	\$4,985	\$28.76	\$5,234	\$30.20	\$ 5,496	\$31.71	\$5,770	\$33.29
<b>Public Works Inspector</b>	570	\$4,747	\$27.39	\$4,985	\$28.76	\$5,234	\$30.20	\$ 5,496	\$31.71	\$5,770	\$33.29
Youth Services Specialist	590	\$4,429	\$25.55	\$4,650	\$26.83	\$4,883	\$28.17	\$ 5,127	\$29.58	\$5,383	\$31.06
Senior Public Safety Dispatcher	530	\$4,331	\$24.99	\$4,548	\$26.24	\$4,775	\$27.55	\$ 5,014	\$28.93	\$5,265	\$30.37
Building Inspector I/II-I	520	\$4,317	\$24.90	\$4,533	\$26.15	\$4,759	\$27.46	\$ 4,997	\$28.83	\$5,247	\$30.27
Human Resources Technician	519	\$4,232	\$24.42	\$4,444	\$25.64	\$4,666	\$26.92	\$ 4,899	\$28.26	\$5,144	\$29.68
Permit Technician	518	\$4,232	\$24.42	\$4,444	\$25.64	\$4,666	\$26.92	\$ 4,899	\$28.26	\$5,144	\$29.68
<b>Housing Specialist I/II-II</b>	561	\$4,039	\$23.30	\$4,241	\$24.46	\$4,453	\$25.69	\$ 4,675	\$26.97	\$4,909	\$28.32
<b>Public Safety Dispatcher I/II-II</b>	526	\$3,938	\$22.72	\$4,135	\$23.85	\$4,341	\$25.05	\$ 4,558	\$26.30	\$4,786	\$27.61
Housing Specialist I/II-I	560	\$3,847	\$22.19	\$4,039	\$23.30	\$4,241	\$24.47	\$ 4,453	\$25.69	\$4,676	\$26.98
<b>Administrative Assistant II</b>	511	\$3,847	\$22.19	\$4,039	\$23.30	\$4,241	\$24.47	\$ 4,453	\$25.69	\$4,676	\$26.98
Recreation Coordinator	580	\$3,750	\$21.64	\$3,938	\$22.72	\$4,135	\$23.85	\$ 4,341	\$25.05	\$4,558	\$26.30
Accounting Technician	508	\$3,736	\$21.55	\$3,923	\$22.63	\$4,119	\$23.76	\$ 4,325	\$24.95	\$4,541	\$26.20
Senior Account Clerk	505	\$3,736	\$21.55	\$3,923	\$22.63	\$4,119	\$23.76	\$ 4,325	\$24.95	\$4,541	\$26.20
Senior Maintenance Worker	568	\$3,678	\$21.23	\$3,862	\$22.28	\$4,055	\$23.40	\$ 4,258	\$24.56	\$4,471	\$25.79
<b>Fleet Mechanic</b>	555	\$3,678	\$21.22	\$3,862	\$22.28	\$4,055	\$23.40	\$ 4,258	\$24.56	\$4,471	\$25.79
Public Safety Dispatcher I/II-I	525	\$3,678	\$21.22	\$3,862	\$22.28	\$4,055	\$23.40	\$ 4,258	\$24.56	\$4,471	\$25.79
Administrative Assistant I	510	\$3,594	\$20.73	\$3,773	\$21.77	\$3,962	\$22.86	\$ 4,160	\$24.00	\$4,368	\$25.20
Rec. Prog. & Admin. Coordinator	581	\$3,594	\$20.73	\$3,773	\$21.77	\$3,962	\$22.86	\$ 4,160	\$24.00	\$4,368	\$25.20
Maintenance Worker I/II-II	566	\$3,504	\$20.22	\$3,679	\$21.23	\$3,863	\$22.29	\$ 4,056	\$23.40	\$4,259	\$24.57
Community Services Officer I/II-II	536	\$3,469	\$20.01	\$3,642	\$21.01	\$3,825	\$22.07	\$ 4,016	\$23.17	\$4,217	\$24.33
Account Clerk III	503	\$3,348	\$19.31	\$3,515	\$20.28	\$3,691	\$21.29	\$ 3,875	\$22.36	\$4,069	\$23.47
<b>Maintenance Worker I/II-I</b>	565	\$3,186	\$18.38	\$3,345	\$19.30	\$3,512	\$20.26	\$ 3,688	\$21.28	\$3,872	\$22.34
<b>Bldg Maintenance Worker I/II-II</b>	516	\$3,186	\$18.38	\$3,345	\$19.30	\$3,512	\$20.26	\$ 3,688	\$21.28	\$3,872	\$22.34
Community Services Officer I/II-I	535	\$3,152	\$18.18	\$3,309	\$19.09	\$3,475	\$20.05	\$ 3,649	\$21.05	\$3,831	\$22.10
<b>Account Clerk I/II-II</b>	501	\$3,044	\$17.56	\$3,196	\$18.44	\$3,356	\$19.36	\$ 3,523	\$20.33	\$3,700	\$21.34
Office Assistant	509	\$3,007	\$17.35	\$3,157	\$18.21	\$3,315	\$19.12	\$ 3,480	\$20.08	\$3,655	\$21.08
Bldg Maintenance Worker I/II-I	515	\$2,895	\$16.70	\$3,040	\$17.54	\$3,192	\$18.42	\$ 3,352	\$19.34	\$3,519	\$20.30
Account Clerk I/II-I	500	\$2,767	\$15.96	\$2,905	\$16.76	\$3,050	\$17.60	\$ 3,203	\$18.48	\$3,363	\$19.40

**Bold** denotes benchmark class

\*Exempt

**Exhibit A: Temporary/Hourly Employees**

**Effective: December 28, 2018**

**Minimum \$ 12.00**

<b>Job Class</b>	<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Traffic Engineer - Temp	959	\$85.00				
Economic Development Consultant	956	\$65.00				
Background Investigator	955	\$49.92				
Engineering Technician - Temp	900	\$20.50	\$21.53	\$22.60	\$23.73	\$24.92
Maintenance Worker II - Temp	916	\$17.77	\$18.66	\$19.59	\$20.57	\$21.60
Police Officer - Temp	905	\$17.52	\$18.39	\$19.31	\$20.28	\$21.29
Firefighter - Temp	910	\$17.52	\$18.39	\$19.31	\$20.28	\$21.29
Computer Systems Specialist	917	\$16.95	\$17.80	\$18.69	\$19.63	\$20.61
Financial Services Specialist	918	\$16.95	\$17.80	\$18.69	\$19.63	\$20.61
Planning Specialist	919	\$16.95	\$17.80	\$18.69	\$19.63	\$20.61
Public Works Specialist	914	\$16.95	\$17.80	\$18.69	\$19.63	\$20.61
Communications & Records Tech I - Temp	920	\$16.95	\$17.80	\$18.69	\$19.63	\$20.61
Administrative Assistant I - Temp	925	\$16.61	\$17.44	\$18.32	\$19.23	\$20.19
Community Services Officer I/II-I - Temp	930	\$15.92	\$16.72	\$17.56	\$18.43	\$19.36
Maintenance Worker I - Temp	915	\$16.16	\$16.96	\$17.81	\$18.70	\$19.64
Building Maintenance Worker I/II-I - Temp	914	\$15.23	\$16.00	\$16.80	\$17.64	\$18.52
Office Assistant - Temp	926	\$14.37	\$15.09	\$15.85	\$16.64	\$17.47
Recreation Specialist Supervisor	939	\$15.81	\$16.60	\$17.43	\$18.30	\$19.22
Recreation Specialist III	937	\$14.37	\$15.09	\$15.85	\$16.64	\$17.47
Recreation Specialist II	936	\$13.07	\$13.72	\$14.41	\$15.13	\$15.88
Recreation Specialist I	935	\$11.88	\$12.47	\$13.10	\$13.75	\$14.44

## AGENDA TRANSMITTAL

**MEETING DATE:** January 15, 2019

---

**CITY AGENDA ITEM:** Receive and File Agreement for Appointment of Richard J. Ramirez as Interim City Manager

---

**FISCAL IMPACT:** None, as compensation for the City Manager position has already been budgeted.

---

**BACKGROUND:**

The City's former Interim City Manager, Tim Mattos, resigned on December 27, 2018 to take a position as the director of public safety with another agency. The City is currently in a recruitment process for hiring a permanent city manager. The City Council has discussed this ongoing recruitment for city manager at closed session meetings on December 11, 2018 and January 8, 2019. Until a permanent city manager is hired, the City requires an interim city manager.

The City Council met in closed session to appoint an Interim City Manager on December 11, 2018 as permitted by Government Code section 54957(b)(1) and approved the appointment of Richard J. Ramirez as Interim City Manager at that meeting. The City Council also authorized the Mayor to execute an employment agreement with Mr. Ramirez at that meeting.

The terms and conditions for the appointment of Richard J. Ramirez as the Interim City Manager are included in the attached agreement. Mr. Ramirez is a retired annuitant from CalPERS and his service to the City is limited to no more than 960 hours per CalPERS' regulations. The term of his appointment will expire on June 30, 2019. In accordance with CalPERS' requirements, compensation will be equivalent to the hourly rate of \$86.07, which is the top step for the approved City Manager salary range. The City anticipates hiring a permanent city manager during this period through the ongoing recruitment for city manager.

---

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

Receive and file the attached agreement for appointment of Richard J. Ramirez as Interim City Manager and that the City Council accept the agreement as authorized on December 11, 2018.

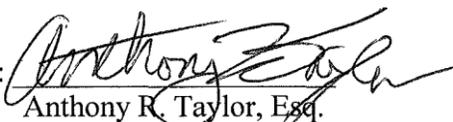
---

**ATTACHMENTS:**

1. Exhibit A: Interim City Manager Employment Agreement

---

Prepared by:

  
 Anthony R. Taylor, Esq.  
 City Attorney

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF SUISUN CITY**  
**RESTATED AT-WILL INTERIM CITY MANAGER**  
**EMPLOYMENT AGREEMENT**

This RESTATED AT-WILL INTERIM CITY MANAGER EMPLOYMENT AGREEMENT (“Agreement”) is made by and between the CITY OF SUISUN CITY (the “City”) and RICHARD J. RAMIREZ (“Employee”). The City and Employee may be referred to individually as a “Party” or collectively as “the Parties.”

**RECITALS**

WHEREAS, Government Code subdivision 21221(h) permits retired annuitants under the California Public Employees’ Retirement System (“CalPERS”) to be employed without reinstatement from retirement upon appointment by a public agency to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position; and

WHEREAS, the incumbent Interim City Manager resigned from City employment effective December 27, 2018 in order to take another job; and

WHEREAS, the City is currently conducting a recruitment for the permanent City Manager position; and

WHEREAS, the position of City Manager will be vacant effective December 28, 2018 and on this date, Employee will assume the duties of Interim City Manager as permitted by Government Code subdivision 21221(h) and pursuant to the terms of this Agreement; and

WHEREAS, the City anticipates the City Manager position will be filled with a permanent replacement no later than June 30, 2019; and

WHEREAS, the duties and powers of the City Manager of the City are defined in Suisun City Municipal Code (“SCMC”) section 2.08.080 and Government Code section 34851 *et seq.*; and

WHEREAS, pursuant to section 2.08.020 of the Suisun City Municipal Code, “the city manager shall be appointed by the city council solely on the basis of his executive and administrative qualifications and ability” and “shall hold office at and during the pleasure of the city council;” and

WHEREAS, pursuant to section 2.08.070, the City Manager “shall receive such compensation and expense allowances as the city council shall from time to time determine and fix by resolution;” and

WHEREAS, Employee possesses extensive executive and administrative experience in a City Manager capacity and the specialized skill set to perform the required duties of Interim City Manager, desires to perform the duties of and assume responsibility for the position of Interim

City Manager, and acknowledges that such employment is at-will and of a limited duration for a definite period of time, as described below; and

WHEREAS, the City desires to hire Employee as an at-will, limited duration employee for the position of Interim City Manager, which is a position that requires specialized skills, for a definite period of time; and

WHEREAS, Employee acknowledges that employment pursuant to this Agreement is at-will and of a limited duration for a definite period of time; and

WHEREAS, the Parties wish to establish the terms and conditions of Employee's services to the City, as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

## **A G R E E M E N T**

### **Section 1: TERM**

The term of this Agreement shall commence on December 28, 2018 and shall automatically terminate on June 30, 2019 unless terminated prior to this date by either Party (the "Term"). The City anticipates that it will terminate this Agreement in accordance with Section 5 of this Agreement upon the City finding a permanent replacement for the position of City Manager. In no event shall the Term exceed the 960-hour per fiscal year limit under Government Code subdivision 7522.56 (c); in the event Employee works 960 hours during the Term of this Agreement, then this Agreement shall terminate automatically. December 28, 2018 shall be Employee's "Hire Date" for purposes of this Agreement.

### **Section 2: PREPARATORY WORK FOR INTERIM CITY MANAGER ASSIGNMENT**

Employee commenced preparation for his appointment as Interim City Manager on December 17, 2018. Such preparatory time for an interim assignment is never paid by the City, and accordingly Employee will not receive compensation for such time. Notwithstanding the foregoing, in recognition of the CalPERS requirement prohibiting retired annuitants from volunteering to work in any compensated position or to avoid meeting any of the working after retirement restrictions, the City will report Employee's preparatory hours to CalPERS.

### **Section 3: DUTIES, RESPONSIBILITIES, AND WORK HOURS AS INTERIM CITY MANAGER**

A. Employee shall be appointed to the position of Interim City Manager for the City, the duties of which are defined at SCMC section 2.08.080 and described generally in Government Code sections 41601-41612 and are set forth fully in this Agreement. Employee acknowledges the position of Interim City Manager requires specialized skills and expert professional services for a definite period of time, as described above in Section 1 of this Agreement. Employee shall perform such duties in accordance with the highest professional and

ethical standards of the International City and County Manager's Association, which Employee is designated as a "CM Lifetime Member."

B. It is recognized Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and may be required to devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges proper performance of the duties of Interim City Manager will require Employee to generally be available at City Hall during normal business hours as set by the City, as well as attend City Council meetings. Hours worked may also include time outside normal business hours that Employee will establish based on his work duties. Furthermore, the Interim City Manager position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and Employee shall not be entitled to any compensation for overtime nor subject to such overtime provisions of the FLSA.

C. All data, studies, reports, and other documents prepared and/or reviewed by Employee while performing his duties during the Term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law. Such materials, without the prior written consent of the City Manager or his designee, shall not be used by Employee for any purpose other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

D. The City acknowledges that Employee has committed to and paid for a previously planned and out of area vacation prior to being selected for this interim assignment. Employee will not be in the area, but can be reached by e-mail and cell phone on the following dates: April 6, 2019 through April 29, 2019. Employee acknowledges under the retired annuitant CalPERS' rules and FLSA regulations (29 C.F.R. § 541.602) Employee shall not be paid for days Employee does not work.

E. Employee's son is in the United States Navy and is stationed in the Southeast United States. Employee's son may be deployed on short-notice. The City acknowledges that Employee desires to see his son off before his deployment and desires to allow Employee a reasonable amount of time off of work to do so. Employee's estimated time away from work would be five calendar days in the event of his son's deployment. Due to factors out of Employee's control, Employee cannot delineate the dates or time he would visit his son prior to deployment. Employee will not be in the area, but can be reached by e-mail and cell phone during this time. Employee acknowledges under the retired annuitant CalPERS' rules and FLSA regulations (29 C.F.R. § 541.602) Employee shall not be paid for days Employee does not work.

F. Employee does not plan to be absent from City Hall during regular business hours and council meetings for any additional times other than as set forth above.

**Section 4: COMPENSATION/ BENEFITS PROHIBITED/ PROFESSIONAL EXPENSES**

A. The City agrees to compensate Employee at the top step of the salary range for the City Manager position, which is currently Fourteen Thousand Nine Hundred and Twenty Dollars (\$14,920.00) per month, to equal an hourly rate of Eighty Six Dollars and Seven Cents (\$86.07; \$14,920.00 divided by 173.333), which amount is in conformance with the requirements of Government Code section 7522.56(d). In addition to Employee's guaranteed salary, Employee shall be paid on an hourly basis for each hour worked per week above forty (40) at the rate of Eighty Six Dollars and Seven Cents (\$86.07) per hour. The calculated hourly rate is shown to comply with CalPERS' requirements (Gov't Code subdivision 7522.56(d)) and is not to be construed as designating the Interim City Manager position as anything other than salaried and exempt pursuant to the FLSA. This compensation structure is intended to satisfy the requirements of 29 C.F.R. § 541.604(b) such that the position of Interim City Manager does not lose FLSA exempt status or violate the salary basis requirement.

B. Employee shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Employee's compensation shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs. Employee shall submit his timecards to the City's Mayor each week for her review and approval prior to being forwarded to the City's payroll personnel for processing.

C. Employee shall not be eligible for any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the compensation as provided in Section 4(a) except for workers' compensation benefits.

D. City recognizes that Employee may incur certain expenses of a non-personal and job-related nature (e.g. tolls, parking, out-of-pocket meeting expenses, etc.). City agrees to reimburse Employee for reasonable expenses, which must be supported by expense receipts, statements, or personal affidavits, in a manner consistent with the City's reimbursement policies. However, in no case shall Employee be reimbursed for more than \$500 per month in expenditures without additional City Council approval, provided that each expense is consistent with IRS regulations.

E. Employee shall be provided any business equipment assigned by the City to the City Manager for business use. Additionally, Employee shall be required to maintain a cell phone in order to be available for City business at all times. The City may provide a cell phone for Employee's use for City business. Alternatively, if a cell phone is not provided by the City, then the City will reimburse Employee, consistent with City policy, for the monthly cost to maintain a cell phone to be used for Employee to be available at all times for City business. This reimbursement amount, if provided, would not be provided to Employee as a benefit, but rather in order to ensure that Employee is available for City business at all times.

F. Employee shall be entitled to reimbursement for business-related automobile travel mileage (other than commuting) in a manner consistent with the City's travel reimbursement policy. Alternatively, Employee may use a City pool vehicle, if available, for business-related travel at no cost to Employee.

**Section 5: RESIGNATION/TERMINATION**

A. Employee may resign at any time; provided, however, Employee shall reasonably provide the City Council with at least ten (10) days advance written notice.

B. Employee is an at-will employee and serves at the will and pleasure of the City Council and may be terminated at any time, with or without cause, and with or without notice, at any time by the City Council, consistent with Suisun City Municipal Code section 2.08.020.

C. In accordance with state law and the requirements of the California Public Employees Retirement Law, Employee may not be reappointed to this position following the expiration of this Agreement, nor may this Agreement be modified to extend the term of the Agreement.

D. After notice of resignation or termination, Employee shall cooperate with the City, as requested by the City, to effect a transition of Employee's responsibilities and duties and to ensure that the City is aware of all matters being handled by Employee.

E. Employee shall not be entitled to severance pay and Employee expressly waives any and all rights with respect to severance pay.

**Section 6. NOTICES**

Notices required to be served pursuant to this Agreement shall be served in person or by first-class U.S. mail addressed as follows:

**City**

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

**Employee**

Richard J. Ramirez  
Address on file with the City

**Section 7: GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions of this Agreement are described as follows:

A. Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of

Employee's employment, or any other intentional or malicious conduct or gross negligence of Employee.

The City shall defend, hold harmless, and indemnify Employee from any CalPERS-related claims or liabilities that may arise in connection with his employment pursuant to this Agreement due to errors or misrepresentations of the City. Employee shall defend, hold harmless, and indemnify the City from any CalPERS-related claims or liabilities that may arise in connection with his employment pursuant to this Agreement due to errors or misrepresentations of Employee.

B. Entire Agreement. The text of this Agreement shall constitute the entire and exclusive agreement between the Parties regarding the subject matter hereof. All prior oral or written communications, understandings, or agreements between the Parties not set forth herein shall be superseded in total by this Agreement. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the Mayor and approved as to form by the City Attorney.

C. Assignment. This Agreement is not assignable by either the City or Employee.

D. Severability. In the event any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be illegal or void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions in this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

F. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution. Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Solano County, California. Employee expressly waives any right to remove any such action from Solano County.

G. Effective Date. This Agreement shall not become effective until the later of the following to occur: i) December 28, 2018 or ii) the date on which the Agreement has been executed by both Employee and the Mayor.

H. Effect of Agreement on Employee's CalPERS Retirement Benefits. The City makes no representation on the impact, if any, this Agreement shall or may have upon his CalPERS retirement benefits, status, duties, and/or obligations. Employee acknowledges that in entering into this Agreement, he has not relied upon any such representations (none of which being in existence) in assessing the CalPERS-related impact of his employment.

I. No Unemployment Insurance Benefits Received By Employee. Employee expressly certifies and warrants to the City that he has not received any unemployment insurance

payments for retired annuitant work for any public employer within the 12 months prior to his appointment date.

J. Compliance With 960 Hours Per Fiscal Year Limit. Employee further certifies and warrants to the City his anticipated work schedule of 40 hours per week will not cause him to exceed the 960 hours per fiscal year limit pursuant to Government Code subdivision 21221(h), including work for any other CalPERS employer during the current fiscal year.

K. Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 1090, 1125, and 87100 *et seq.* of the Government Code, and all other similar statutory and administrative rules.

L. Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, that each has carefully reviewed this entire Agreement, that each and every term thereof is understood, and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

M. Government Code §§ 53243 - 53243.4. Government Code §§ 53243 - 53243.4 sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. Those statutes also require contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. Those statutes are incorporated herein by reference. Accordingly, the Parties agree it is their mutual intent to fully comply with the cited Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee.

**IN WITNESS WHEREOF**, the City of Suisun City has caused this Agreement to be signed (consisting of 8 pages) and executed on its behalf by its Mayor, and approved as to form by the City Attorney, and executed by the Employee.

**CITY OF SUISUN CITY**

Dated: 28 DEC 2018

  
\_\_\_\_\_  
Lori Wilson  
Mayor

Approved as to form:

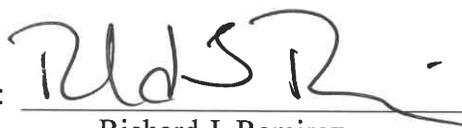
Dated: \_\_\_\_\_

\_\_\_\_\_  
Anthony Taylor  
City Attorney

**EMPLOYEE**

In signing this Agreement, Employee understands and agrees he is an **at-will employee** and his rights to employment with the City are governed by the terms and conditions of this Agreement, the applicable Government Code provisions provided herein and the applicable ordinances, resolutions and policies of the City for the position of City Manager. Employee further acknowledges he was given the opportunity to consult with an attorney prior to signing this Agreement.

Dated: 12-28-2018

Signed:   
\_\_\_\_\_  
Richard J. Ramirez  
Employee

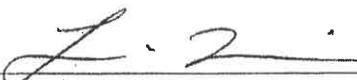
[END OF AGREEMENT]

Employee represents Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee.

**IN WITNESS WHEREOF**, the City of Suisun City has caused this Agreement to be signed (consisting of 8 pages) and executed on its behalf by its Mayor, and approved as to form by the City Attorney, and executed by the Employee.

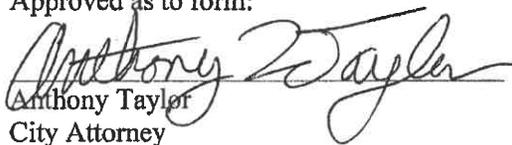
**CITY OF SUISUN CITY**

Dated: 28 DEC 2018

  
Lori Wilson  
Mayor

Approved as to form:

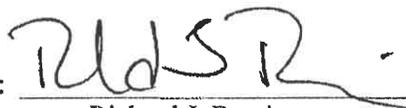
Dated: 1-2-2019

  
Anthony Taylor  
City Attorney

**EMPLOYEE**

In signing this Agreement, Employee understands and agrees he is an **at-will employee** and his rights to employment with the City are governed by the terms and conditions of this Agreement, the applicable Government Code provisions provided herein and the applicable ordinances, resolutions and policies of the City for the position of City Manager. Employee further acknowledges he was given the opportunity to consult with an attorney prior to signing this Agreement.

Dated: 12-28-2019

Signed:   
Richard J. Ramirez  
Employee

[END OF AGREEMENT]

THIS PAGE INTENTIONALLY LEFT BLANK

# MINUTES

## SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, NOVEMBER 20, 2018

6:30 P.M.

---

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

---

### **NOTICE**

*Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.*

### **ROLL CALL**

Mayor Sanchez called the meeting to order at 6:30 PM with the following Council / Board Members present: Day, Segala, Williams, Wilson.

### **PUBLIC COMMENT - None**

*(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).*

### **CONFLICT OF INTEREST NOTIFICATION – None**

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

### **CLOSED SESSION**

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

#### City Council

1. PUBLIC EMPLOYEE APPOINTMENT  
Pursuant to Government Code Section 54957.  
Title: City Manager

**6:31 PM – Mayor Sanchez recessed the meeting to Closed Session.**

### **CONVENE OPEN SESSION**

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

**7:00 PM – Mayor Sanchez reconvened the meeting and stated no actions had been taken in Closed Session.**

### **ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 7:00 PM.

---

Linda Hobson, CMC  
City Clerk

THIS PAGE INTENTIONALLY LEFT BLANK

**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 20, 2018**

**7:00 P.M.**

---

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

---

**NOTICE**

*Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.*

(Next Ord. No. – 753)

(Next City Council Res. No. 2018 – 107)

Next Suisun City Council Acting as Successor Agency Res. No. SA2018 - 03)

(Next Housing Authority Res. No. HA2018 – 03)

**ROLL CALL**

Mayor Sanchez called the meeting to order at 7:01 PM with the following Council / Board Members present: Day, Segala, Williams, Wilson.

Pledge of Allegiance was led by Mayor Sanchez

Invocation was given by Interim City Manager Mattos.

**CONFLICT OF INTEREST NOTIFICATION - None**

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

**PRESENTATIONS/APPOINTMENTS**

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

1. Presentation of Proclamation to Solano Community Foundation CEO Connie Harris and Development Associate Samantha Fordyce, Proclaiming November 27, 2018 as “Give Local Solano Day.”

**Mayor Sanchez read Mayor Sanchez read and presented the to Connie Harris.**

**PUBLIC COMMENT**

*(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).*

Steve Orly expressed concern about the City’s action at the last meeting on the transaction between Cabana Restaurant, Solano Transportation, and Suisun City and Mayor Sanchez’s vote on the matter.

Raymond Kline, member of Responsible Growth for Suisun City, stated he had lost a summer

home, a group home and a vehicle in the Paradise fire, and expressed concern about Suisun City's lack of a plan in case of a disaster and stated the City Council must act now to prepare citizens.

George Guynne expressed concern about an article in a San Francisco magazine that rated Suisun City 98 out of 101 cities in the bay area and suggested the City Council review the article and also concern about the property transaction that Mr. Orly referred to.

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

#### 2. Mayor/Council - Chair/Boardmembers

Mayor Sanchez congratulated Lori Wilson for being elected mayor, Council Member Day for being re-elected, and Wanda Williams for being elected to the city council and stated was thankful that the candidates were all respectful while campaigning.

Council Member Segala reported on the Red Kettle Kickoff for the Salvation Army, Colonel Nelson of Travis AFB reported that Travis has about 500 people deployed for hurricanes, and would be giving the interim city manager a list of events on Travis AFB that should be published.

Council Member Hudson congratulated Lori Wilson and Wanda Williams for winning the election and saluted everyone who ran in the election, reported on Veterans Day where veterans were supported, and hoped everyone has a blessed Thanksgiving.

Mayor Pro Tem and newly elected Mayor Wilson thanked Mayor Sanchez for his kind words and being able serve by him for the last six years as mayor pro tem and allowing her to serve on so many committees, stated our hearts go out to all the citizens who were affected by the fire disaster in Paradise and thanked everyone in Suisun City who are helping those citizens, and hoped everyone would have a save and happy Thanksgiving.

#### 3. City Manager/Executive Director/Staff

- a. Fire Department (Training Burn Presentation, 27 October recap)

### **PRESENTATIONS/APPOINTMENTS**

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

4. Presentation of Proclamation to Solano Community Foundation CEO Connie Harris and Development Associate Samantha Fordyce, Proclaiming November 27, 2018 as "Give Local Solano Day."

#### **Presented earlier in meeting.**

5. Sesquicentennial Parade Awards Presentation – (Lofthus).

**Awards were given to the Girls Scouts of Northern California for third place, Kyber Cave second place Hana Hula Hana Pua took first place.**

6. Introduction of new Suisun City Public Works Director/City Engineer Matt Medill and new Public Works Maintenance Personnel - (Mattos).

### **CONSENT CALENDAR**

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

City Council

7. Council Adoption of Ordinance No. 754: Amending Chapter 15.04 of Title 15 of the Suisun City Municipal Code, Which Adopts by Reference the 2016 California Building Code, the 2016 California Residential Code, the 2016 California Electrical Code, the 2016 California Plumbing Code, the 2016 California Mechanical Code, the 2016 California Fire Code, the 2016 California Building Standards Administrative Code, the 2016 California Green Building Standards Code and the 2016 California Reference Standards Code (Introduced and Reading Waived on October 16, 2018) – (McNamara/Higgs).
8. Council Adoption of Resolution No. 2018-107: Authorizing the City Manager to Enter into a Joint Use Agreement with the Fairfield-Suisun Unified School District - (Lofthus).

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

9. Council/Agency/Authority Review and Accept the Investment Report for the Quarter Ending September 30, 2018– (Luna).
10. 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 October 2, 2018 and October 16, 2018 – (Hobson).

Joint City Council / Suisun City Council Acting as Successor Agency

11. Council/Agency Approval of the October 2018 Payroll Warrants in the Amount of \$402,623.84. Council/Agency Approval of the October 2018 Payable Warrants in the Amount of \$2,629,217.28– (Finance).

**Motioned by Council Member Hudson and seconded by Council Member Wilson to approve Consent Calendar. Motion carried unanimously by the following roll call vote:  
AYES: Council Members Hudson, Day, Segala, Wilson, Sanchez**

**PUBLIC HEARINGS**City Council

## 12. PUBLIC HEARING

Council Adoption of Resolution No. 2018-108: Approving an Energy Savings Agreement, Lease Agreement and Related Documents to Implement Certain Energy Savings Equipment for the City. - (Dingman).

George Guynne expressed concern about the competitive bid process.

Tony Oddo stated his business on Driftwood Drive had been broken into and reported several vehicles had been broken into and expressed concerned about the lack of lighting.

Wayne Day discussed PG&E's rebate, questioned the amount rebate and who would receive it, and the warranty on the lights.

**Motioned by Council Member Day and seconded by Council Member Segala to adopt Resolution No. 2018-108. Motion carried unanimously by the following roll call vote:  
AYES: Council Members Segala, Day, Hudson, Wilson, Sanchez**

**GENERAL BUSINESS**City Council

13. Council Adoption of Resolution No. 2018-109: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with The Dutra Group for the 2019 Suisun Marina Dredging Project – (Lofthus/Lozano).

**Motioned by Council Member Segala and seconded by Council Member Day to adopt Resolution No. 2018-109. Motion carried unanimously by the following roll call vote:**

**AYES: Council Members Segala, Day, Wilson, Hudson, Sanchez**

**ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 8:40 PM.

---

Linda Hobson, CMC  
City Clerk