

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



CITY COUNCIL MEETING

First and Third Tuesday  
Every Month

## A G E N D A

-

### SPECIAL MEETING OF THE SUISUN CITY COUNCIL

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

TUESDAY, JULY 30, 2019

5:30 P.M.

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

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#### **NOTICE**

*Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency meeting includes teleconference participation by:*

*Council/Board Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585.*

#### **ROLL CALL**

Council / BoardMembers

#### **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.)*

#### **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**

##### Successor Agency

##### 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8 Real Property Identified by APN's, 0032-091-170, 0032-091-180, 0032-091-190 and 0032-091-200 located at the southwest corner of Civic Center and Driftwood Drive.

Negotiating Party: City Manager, Development Services Director

Subject: Price and Terms of Payment

Parties Negotiating With: Main Street West Partners

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

**2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

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

Property Under Negotiation: Assessor's Parcel Number 0032-200-330, 1240 Kellogg Street, Suisun City, CA 94585

Negotiating Party: City Manager and Development Services Director

Parties Negotiating With: Jae Chung

Under Negotiations: Terms and payment

**ADJOURNMENT**

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

***PLEASE NOTE:***

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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 July 30, 2019 was posted and available for review, in compliance with the Brown Act.



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

CITY COUNCIL MEETING

First and Third Tuesday  
 Every Month

**A G E N D A**

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

**TUESDAY, JULY 30, 2019  
 6:30 P.M.**

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

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**NOTICE**

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

(Next Ord. No. – 765)  
 (Next City Council Res. No. 2019 – 78)  
 Next Suisun City Council Acting as Successor Agency Res. No. SA2019 - 06  
 (Next Housing Authority Res. No. HA2019 – 06)

**ROLL CALL**

Council / Board Members  
 Pledge of Allegiance  
 Invocation

**PUBLIC COMMENT**

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**CONFLICT OF INTEREST NOTIFICATION**

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

DEPARTMENTS: AREA CODE (707)

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

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

1. Accessory Dwelling Units / Noise Ordinance Report – (McNamara: Tmcnamara@suisun.com).
2. July 4<sup>th</sup> Report and Fireworks Enforcement Plan – (Lofthus: Klofthus@suisun.com, / Vincent: Jvincent@suisun.com).
3. Public Safety Committee Update – (Folsom: Gfolsom@suisun.com).
4. Strategic Plan Update – (Folsom: Gfolsom@suisun.com).
5. Fiscal Model Update – (Folsom: Gfolsom@suisun.com).

**PRESENTATIONS/APPOINTMENTS**

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

**City Council**

6. Committee Appointments - (Wilson: Lwilson@suisun.com).
  - a. Solano Transportation Authority Pedestrian Advisory Committee.
  - b. Travis Regional Armed Forces Committee.
  - c. Lighting and Landscaping District Citizen Advisory Committee.
7. Proclamations:
  - a. Presentation of a Proclamation to Police Department Proclaiming August 6, 2019 as “National Night Out” – (Roth: Aroth@suisun.com).

**CONSENT CALENDAR**

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

**City Council**

8. Convert Additional Streetlights to LED and PG&E On-Bill Financing - (Medill: Mmedill@suisun.com).
  - a. Council Adoption of Resolution No. 2019-\_\_\_: Authorize the City Manager to Execute a Contract Change Order on Behalf of the City with ENGIE Services U.S. Inc. to Convert Additional Streetlights to Light Emitting Diodes (LED) in Landscape and Lighting Districts (LLD).
  - b. Council Adoption of Resolution No. 2019-\_\_\_: Authorize the City Manager to Execute an Interest-Free On-Bill-Financing Agreement with Pacific Gas and Electric (PG&E) to Convert Additional Streetlights to LED and Authorize the City Manager to Execute Related Documents.
9. Council Adoption of Resolution No. 2019-\_\_\_: Approving the Purchase of a 2019 Ditch Witch FX25 Vacuum Excavation Trailer – (Medill: Mmedill@suisun.com).
10. Council Adoption of Resolution No. 2019-\_\_\_: Authorizing the City Manager to Execute a Contract Amendment on the City’s Behalf with W. Bradley, Inc. for the Sunset Avenue and Railroad Avenue Turn Signal and Audible Countdown Pedestrian Crosswalk Timers Project.– (Medill: Mmedill@suisun.com).

11. Council Adoption of Ordinance No. 763: Amending Section 21.04.020 and 21.06.010 of the Suisun City Code to Update Marinas (Introduced and Reading Waived on July 2, 2019) – (Lofthus: [Klofthus@suisun.com](mailto:Klofthus@suisun.com)).
12. Authorizing the Mayor to Execute a Letter of Support for the Sonoma-Marín Area Transit (SMART) Study Round Two for State Route (SR) 37 Rail – (Folsom: [Gfolsom@suisun.com](mailto:Gfolsom@suisun.com)).
13. Council Adoption of Resolution No. 2019-\_\_\_\_: Designating Certain Officers and Employees with Arrest and Citation Authority – (Vincent: [Jvincent@suisun.com](mailto:Jvincent@suisun.com)).
14. Council Adoption of Resolution No. 2019-\_\_\_\_: Recognizing and Approving the Suisun City Fire Department Fire Investigations Unit in Accordance with Federal Law, State Law, City Ordinances, and the City Adopted California State Fire Code – (Vincent: [Jvincent@suisun.com](mailto:Jvincent@suisun.com)).

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

15. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on June 25, 2019 and July 2, 2019 – (Hobson: [Clerk@suisun.com](mailto:Clerk@suisun.com)).

Joint City Council / Suisun City Council Acting as Successor Agency

16. Council/Agency Approval of the June 2019 Payroll Warrants in the Amount of \$457,083.11. Council/Agency Approval of the June 2019 Accounts Payable Warrants in the Amount of \$1,493,248.91 – (Finance).

**PUBLIC HEARINGS**

City Council

17. Council Adoption of Resolution No. 2019-\_\_\_\_: Adopting a Mitigated Negative Declaration (MND) and a Mitigation Monitoring and Reporting Program (MMRP) for the Suisun Marina October and November Maintenance Dredging Project, and Approving the Project – (Lofthus: [Klofthus@suisun.com](mailto:Klofthus@suisun.com)).

**GENERAL BUSINESS**

City Council

18. Council Adoption of Resolution No. 2019-\_\_\_\_: Approving the 2019 Tree Planting and Beautification Plan – (Medill: [Mmedill@suisun.com](mailto:Mmedill@suisun.com)).
19. Council Adoption of Resolution No. 2019-\_\_\_\_: Amending the City of Suisun City Schedule of Salary and Benefits for Executive Management and Confidential Employees, and Authorizing the City Manager to Execute it on Behalf of the City – (Folsom: [Gfolsom@suisun.com](mailto:Gfolsom@suisun.com)).
20. Council Adoption of Resolution No. 2019-\_\_\_\_: Amending the City of Suisun City Salary Resolution No. 2019-22 to Amend Executive Compensation – (Folsom: [Gfolsom@suisun.com](mailto:Gfolsom@suisun.com)).
21. Council Adoption of Resolution No. 2019-\_\_\_\_: Authorizing the Application for Statewide Park Development Community Revitalization Program Grant Funds (Prop 68) - (Lofthus: [Klofthus@suisun.com](mailto:Klofthus@suisun.com)).

22. Council Adoption of Resolution No. 2019-\_\_\_: Adopting the Suisun City Council Norms and Procedures – (Folsom: Gfolsom@suisun.com).

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

23. a. Council/Boardmembers  
b. Mayor/Chair
24. City Manager/Executive Director/Staff

**PUBLIC COMMENT**

*(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)*

**ADJOURNMENT**

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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 July 30, 2019 was posted and available for review, in compliance with the Brown Act.

Office of the Mayor  
Suisun City, California

# Proclamation



**WHEREAS**, the National Association of Town Watch (NATW) is sponsoring a unique nationwide crime, drug, and violence prevention program on Tuesday, August 6, 2019 entitled "National Night Out"; and

**WHEREAS**, the "36th Annual National Night Out" provides a unique opportunity for Suisun City to join forces with thousands of other communities across the country in promoting cooperative police-community crime prevention efforts; and

**WHEREAS**, it is essential that all citizens of Suisun City be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs, and violence in Suisun City; and

**WHEREAS**, the City of Suisun City will continue to strengthen public and private relationships with residents and businesses alike through community outreach programs such as National Night Out and,

**WHEREAS**, Neighborhood Watch Groups play a vital role in assisting the Suisun City Police Department through joint crime, drug and violence prevention efforts in Suisun City; and

**WHEREAS**, The Salvation Army Kroc Center has become an integral part of our community and has supported "National Night Out" locally each year; and

**WHEREAS**, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program; and therefore, the Salvation Army Kroc Center, the Suisun City Police Department, and Suisun City Recreation, Parks, and Marina Department are sponsoring a community block party for National Night Out 2019 at Carl E Hall Park; and

**WHEREAS**, The Salvation Army Kroc Center has become an integral part of our community providing children and families the opportunity to discover and develop their passions and talents within their own neighborhood; and

**NOW, THEREFORE**, I, Lori D. Wilson, do hereby call upon all citizens of Suisun City to join with the National Association of Town Watch; the Salvation Army Kroc Center and Suisun City Police in supporting the "36th Annual National Night Out" on August 6, 2019.

**NOW THEREFORE, I, Lori D. Wilson, do hereby proclaim Tuesday, August 6, 2019 as**

## "NATIONAL NIGHT OUT"

in Suisun City and urge all citizens of Suisun City to support National Night Out Against Crime and the Kroc Center by participating in neighborhood events and activities.

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



Lori D. Wilson, Mayor

ATTEST: Donna Poch  
DATE: August 6, 2019



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## AGENDA TRANSMITTAL

**MEETING DATE:** July 30, 2019

**CITY AGENDA ITEM:** Convert Additional Streetlights to LED and PG&E On-Bill Financing:

- a. Resolution No. 2019-\_\_\_: Authorize the City Manager to Execute a Contract Change Order on Behalf of the City with ENGIE Services U.S. Inc. to Convert Additional Streetlights to Light Emitting Diodes (LED) in Landscape and Lighting Districts (LLD).
- b. Resolution No. 2019-\_\_\_: Authorize the City Manager to Execute an Interest-Free On-Bill-Financing Agreement with Pacific Gas and Electric (PG&E) to Convert Additional Streetlights to LED and Authorize the City Manager to Execute Related Documents.

**FISCAL IMPACT:** There is no net impact to the General Fund. The estimated monthly energy savings from the LED conversion of four hundred and four (404) street lights is approximately \$1,850 and the estimated monthly loan installment is \$1,850 for an estimated payback period of eight and a half years (8.5 years). After the interest-free PG&E On-Bill-Financing loan is paid in full the City and the Landscaping and Lighting Districts will begin to realize savings in excess of \$1,850 per month.

**BACKGROUND:** On November 20, 2018 the City Council adopted Resolution 2018-108, see Attachment No. 3, approving an Energy Savings Agreement, Lease Agreement, and Related Documents to Implement Certain Energy Savings Equipment for the City. Including both a:

- a. Proposed Energy Services Agreement with ENGIE Services US, Inc (ENGIE).
- b. Proposed Project financing Lease Agreement with Sterling National Bank according to the terms provided, including Escrow Agreement.

The original City Request for Qualifications (RFQ) for the Energy Efficiency Performance Project inaccurately stated the expected quantity of City streetlights “City currently has approximately 1,840 streetlights, 40 have already been converted to LED”. When ENGIE began the Energy Performance contract process with Suisun City, PG&E provided a database report of all “City Owned” streetlighting fixtures, where the City of Suisun City was the listed owner. This original streetlight list accounted for 1,840 streetlights. We have since learned, through ENGIE completing a pole-by-pole audit of the PG&E City streetlight database report, that there are four hundred and four (404) streetlights that are paid for by the City but have an individual Landscaping and Lighting Assessment Districts listed as owner on the PG&E bills. In performing the pole audit and bill analysis, it was determined that four hundred and four (404) additional streetlights need to be converted to LED that were not accounted for in the original contract.

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

Matthew Medill, Public Works Director  
 Greg Folsom, City Manager

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**STAFF REPORT:** On November 20, 2018 the City Council adopted Resolution 2018-108 and subsequently the City entered into an Energy Savings Contract (Contract) with ENGIE. A particularly important aspect of the scope is City-wide streetlight replacement to improve roadway lighting, improve the quality of civic lighting, and to reduce maintenance and electricity costs. To ensure that the City maximizes the benefit of energy savings, staff recommends that all City streetlights be converted to LED. ENGIE has prepared a Contract Change Order provided as Attachment No. 2 to this staff report. ENGIE has provided the full scope of work for the LED streetlight conversion for the remaining four hundred and four (404) streetlights that are distributed over eleven (11) Landscaping and Lighting Districts. As the original finance package with Sterling National Bank does not have enough contingency funding to cover this unexpected cost (approximately \$186,668.67). ENGIE worked with Suisun City's PG&E representative to come up with a creative financing solution that would have no net impact to the City General Fund. Staff and ENGIE staff are currently pursuing interest-free PG&E On-Bill-Financing for the Contract Change Order to cover the streetlight conversion cost. Please see Attachments 5 and 6 for PG&E On-Bill Financing Program information. The interest-free PG&E loan will then be repaid over time on the City's utility bills using the cost savings from the upgrades. The net effect is that for that portion of the work financed by the loan from PG&E, the amount due on utility bills will not decrease until the loan has been repaid over an estimated payback period of eight and a half years (8.5 years). After the loan repayment period the City and Landscaping and Lighting Districts will realize energy cost savings estimated at \$277,500 over the following twelve and a half years (12.5 years).

The recommended next steps in this process include the following:

1. City Council authorize the City Manager to execute the Contract Change Order with ENGIE and Authorize the City Manager to Execute the On-Bill-Financing Loan Agreement with PG&E.
2. ENGIE completes installation of the four hundred and four (404) streetlights.
3. PG&E completes post installation inspection.
4. Loan and payback terms are finalized after any changes to the scope of work and project costs reported and invoices submitted to PG&E.
5. Once PG&E updates the loan agreement with the scope of work and project costs, PG&E will issue the loan and make payment to the City.

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**RECOMMENDATION:** Adoption of two (2) resolutions including:

- A. Resolution No. 2019-\_\_\_: Authorize the City Manager to Execute a Contract Change Order on Behalf of the City with ENGIE Services U.S. Inc. to Convert Additional Streetlights to Light Emitting Diodes (LED) in Landscape and Lighting Districts (LLD).
  - B. Resolution No. 2019-\_\_\_: Authorize the City Manager to Execute an Interest-Free On-Bill-Financing Agreement with Pacific Gas and Electric (PG&E) to Convert Additional Streetlights to LED and Authorize the City Manager to Execute Related Documents.
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**ATTACHMENTS:**

1. Resolution No. 2019-\_\_\_: Authorize the City Manager to Execute a Contract Change Order on Behalf of the City with ENGIE Services U.S. Inc. to Convert Additional Streetlights to Light Emitting Diodes (LED) in Landscape and Lighting Districts (LLD).
2. Resolution No. 2019-\_\_\_: Authorize the City Manager to Execute an Interest-Free On-Bill-Financing Agreement with Pacific Gas and Electric (PG&E) to Convert Additional Streetlights to LED and Authorize the City Manager to Execute Related Documents.
3. November 20, 2018 Staff Report and Resolution No. 2018-108 A Resolution of the City Council of the City of Suisun City Approving and Energy Savings Agreement, Lease Agreement and Related Documents to Implement Certain Energy Savings Equipment for the City.
4. Contract Change Order to ENGIE Services Contract for additional four hundred and four (404) streetlights in Landscape and Lighting Districts (LLD) to be converted to LED.
5. PG&E Financing Supplement to the On-Bill Financing Program Application.
6. PG&E Local Agency and District Customers On-Bill Financing Loan Agreement

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**RESOLUTION NO. 2019-**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT  
CHANGE ORDER ON BEHALF OF THE CITY WITH ENGIE SERVICES  
U.S. INC. TO CONVERT ADDITIONAL STREETLIGHTS TO LIGHT  
EMITTING DIODES (LED) IN LANDSCAPE AND LIGHTING DISTRICTS  
(LLD).**

**WHEREAS**, the City of Suisun City, California (“City”) is a political subdivision duly organized and existing under the laws of the State of California; and

**WHEREAS**, the City owns and/or operates certain public facilities (“Facilities”) and wishes to reduce the Facilities’ energy consumption and costs and improve the Facilities’ energy quality and reliability; and

**WHEREAS**, the City previously executed a Program Development Agreement with ENGIE Services U.S. (“ENGIE”) to perform an integrated energy assessment and present the City with recommendations for the implementation of certain energy conservation measures (the “ECMs”); and

**WHEREAS**, ENGIE identified energy and operational savings opportunities at the Facilities and estimated program costs to implement the recommended ECMs and prepared an overall potential energy cost and consumption savings for implementing the ECM recommendations; and

**WHEREAS**, the ECMs entail the acquisition and installation of certain energy savings equipment for the City, including but not limited to solar panels, streetlighting LED conversion, and HVAC equipment (the “Equipment”); and

**WHEREAS**, the City adopted Resolution 2018-108 which utilized financing to fund the Equipment at the Facilities, and in connection therewith will enter into an Equipment Lease Purchase Agreement with Sterling National Bank, a national banking association, whereby the City will lease the Equipment over the 20-year life of the Equipment; and

**WHEREAS**, Suisun City entered into the Energy Services Contract and the Agreement to implement the ECMs with ENGIE; and

**WHEREAS**, the original scope of work included one thousand eight hundred and forty (1,840) streetlights to be retrofitted and converted to LED and implemented at the Facilities pursuant to the Energy Services Contract with ENGIE (“Energy Services Contract”); and

**WHEREAS**, while Engie was completing a pole-by-pole audit of the PG&E City

1 streetlight database report, it was discovered that there are four hundred and four (404) street  
2 lights, that are owned by the City but have an individual Landscaping and Lighting Assessment  
3 District listed as owner on the PG&E bills, that were not included in the original project scope;  
4 and

5 **WHEREAS**, in order to convert all City streetlights to LED an additional four hundred  
6 and four (404) streetlight conversions need to be installed at the Facilities pursuant to the  
7 Energy Services Contract and a Contract Change Order with ENGIE Services U.S. Inc.; and

8 **WHEREAS**, Suisun City has determined that entering into the Energy Services Contract  
9 Change Order to implement the additional ECMs, specifically an additional four hundred and  
10 four (404) streetlight LED conversions, is in the best interests of the City, and that California  
11 Government Code §4217.10 *et seq.* allows the City to enter into this Energy Services Contract  
12 and subsequent Contract Change Order; and

13 **WHEREAS**, it is hereby determined that a true and real need exists for the acquisition  
14 and installation of the additional Equipment.

15 **NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of  
16 Suisun City does hereby authorize Resolution No. 2019-\_\_\_: Authorizing the City Manager to  
17 execute a Contract Change Order on behalf of the City with ENGIE Services U.S. Inc. to  
18 convert additional streetlights to light emitting diodes (LED) in Landscape and Lighting  
19 Districts (LLD).

20 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun  
21 City held on Tuesday the 30th day of July 2019 by the following vote:

22 **AYES:** Council Members: \_\_\_\_\_  
23 **NOES:** Council Members: \_\_\_\_\_  
24 **ABSENT:** Council Members: \_\_\_\_\_  
25 **ABSTAIN:** Council Members: \_\_\_\_\_

26 **WITNESS** my hand and the seal of said City this 30th day of July 2019.

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

**RESOLUTION NO. 2019-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTEREST-FREE ON-  
BILL-FINANCING AGREEMENT WITH PG&E TO CONVERT ADDITIONAL  
STREETLIGHTS TO LED AND AUTHORIZING THE CITY MANAGER TO  
EXECUTED RELATED DOCUMENTS.**

**WHEREAS**, the City of Suisun City, California (“City”) is a political subdivision duly organized and existing under the laws of the State of California; and

**WHEREAS**, the City owns and/or operates certain public facilities (“Facilities) and wishes to reduce the Facilities’ energy consumption and costs and improve the Facilities’ energy quality and reliability; and

**WHEREAS**, the City adopted Resolution 2018-108 which utilized financing to fund the Equipment at the Facilities, and in connection therewith will enter into an Equipment Lease Purchase Agreement with Sterling National Bank, a national banking association, whereby the City will lease the Equipment over the 20-year life of the Equipment; and

**WHEREAS**, Suisun City entered into the Energy Services Contract and the Agreement to implement the ECMs with ENGIE Services U.S. Inc. (ENGIE); and

**WHEREAS**, the City intends to execute a Contract Change Order for an additional four hundred and four (404) streetlight conversions to be installed and implemented at the Facilities pursuant to the Energy Services Contract and a Contract Change Order with ENGIE (“Energy Services Contract”); and

**WHEREAS**, Suisun City has determined that executing an Energy Services Contract Change Order to implement the additional ECMs, specifically an additional four hundred and four (404) streetlight LED conversions, is in the best interests of the City, and that California Government Code §4217.10 *et seq.* allows the City to enter into this Energy Services Contract and the subsequent Contract Change Order; and

**WHEREAS**, there is no net impact to the General Fund; and

**WHEREAS**, the original finance package with Sterling National Bank does not have adequate contingency funding to cover this unexpected cost of an approximate \$186,668.67; and

**WHEREAS**, PG&E offers an interest-free On-Bill-Financing program that can loan the City the funds necessary to implement the streetlight LED conversion of 404 additional streetlight Contract Change Order; and

1           **WHEREAS**, the interest-free PG&E loan will then be repaid over time on the City’s  
2 utility bills using the cost savings from the upgrades to cover the loan payments; and

3           **WHEREAS**, the net effect is that for that portion of the work financed by the loan from  
4 PG&E, the amount due on utility bills will not decrease until the loan has been repaid which  
5 includes an estimated payback period of eight and a half years (8.5 years); and

6           **WHEREAS**, after the loan repayment period the City and Landscaping and Lighting  
7 Districts will realize an estimated savings of two hundred seventy-seven thousand and five  
8 hundred dollars (\$277,500) over the following twelve and a half years (12.5 years); and

9           **WHEREAS**, it is hereby determined that a true and real need exists for the acquisition  
10 and installation of the additional Equipment.

11           **NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of  
12 Suisun City does hereby authorize the City Manager to execute an interest-free On-Bill-  
13 Financing Agreement with PG&E to convert additional streetlights to LED and authorize the  
14 City Manager to execute related documents.

15           **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun  
16 City held on Tuesday the 30th day of July 2019 by the following vote:

17           **AYES:**           Council Members: \_\_\_\_\_  
18           **NOES:**            Council Members: \_\_\_\_\_  
19           **ABSENT:**        Council Members: \_\_\_\_\_  
20           **ABSTAIN:**        Council Members: \_\_\_\_\_

21           **WITNESS** my hand and the seal of said City this 30th day of July 2019.

22  
23  
24  
25  
26  
27  
28  
\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

## AGENDA TRANSMITTAL

**MEETING DATE:** November 20, 2018

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**CITY AGENDA ITEM (PUBLIC HEARING):** Resolution No. 2018-\_\_ Approving an Energy Savings Agreement, Lease Agreement and Related Documents to Implement Certain Energy Savings Equipment for the City.

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**FISCAL IMPACT:** Suisun City currently spends about \$464,000 per year on energy costs across all facilities. Through energy cost saving measures, the City expects to save more than \$300,000 annually. Implementing the energy measures will not require upfront capital, but will be paid through financing. The cost of repaying the financing will be less than the energy costs saved, resulting in a net benefit to the General Fund and other City funds without upfront costs.

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**BACKGROUND:** On May 15, 2018, after a competitive selection process, City staff recommended and the City Council authorized the City Manager to negotiate and execute a Program Development Agreement (PDA) with ENGIE Services for an integrated energy assessment to identify potential energy saving measures associated with City facilities and infrastructure. On August 21, 2018, ENGIE provided an update to the City Council regarding its findings and preliminary recommendations. On October 2, 2018, ENGIE provided a preview of the project scope, savings, and pro forma, pending receiving competitive financing proposals.

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**STAFF REPORT:** The goal of the energy assessment is to define a project that will reduce City energy costs by using less energy and that will generate energy on site where possible. As planned in the development agreement approved in May, ENGIE has provided recommendations for improvements to be installed or implemented at City facilities, along with an engineering and economic basis for the implementation of the energy conservation measures identified.

Since the development agreement was approved in May, ENGIE has worked with City staff across multiple departments to develop a range of recommendations that will reduce City energy costs, upgrade facilities and improve public infrastructure. ENGIE has assessed all City facilities, reviewed energy bills in detail, and conducted a competitive bidding process to determine pricing for a range of energy cost savings measures.

The October 2, 2018, Council update reviewed the recommended project scope, provided a financial analysis and outlined project next steps. Tonight, Staff is seeking approval for the implementation contract (known as an Energy Services Contract), and the financing agreement to fund construction. The attached resolution to document this approval also

- Finds that the Project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA), under Article 19, Sections 15301 and 15303 of the California Guidelines for Implementation of the CEQA;
- Approves, in substantially the same form as presented at this public hearing, the Energy Services Contract with ENGIE Services US, Inc., the Lease Financing with Sterling

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**PREPARED BY:**

Joe Dingman, Administrative Services Director

**REVIEWED/APPROVED BY:**

Tim Mattos, Interim City Manager

National Bank for a term of not more than 20 years with the principal amount not to exceed \$6,000,000 and at an interest rate not more than 4.2%, and the related Escrow Agreement; and

- Authorizes the City Manager to finalize and execute such agreements subject to City Attorney approval as to form.

Under the development agreement approved in May, if ENGIE’s assessment concluded that the cost of the energy conservation measures will be less than amounts the City would otherwise spend on energy, it was planned that the City and ENGIE would proceed with an energy services contract under California Government Code 4217.12 and 4217.13, as applicable. The energy services contract provides for, among other things, engineering, procurement, installation, construction, and training services in connection with the implementation of the energy conservation and solar generation measures identified during the assessment and described in the recommendations. The required Public Hearing notification for tonight’s recommended approval action was posted by the City Clerk in accordance with California Government Code 4217.12.

Through a detailed engineering process and conversations with City staff, ENGIE has identified energy savings measures as shown in the table below, focusing on reducing energy usage where possible first, and then generating clean solar energy where feasible. These measures are recommended where they are determined to be cost effective and in the best interest of conservation, and were reviewed by City Council at the October 2, 2018 meeting.

		Solar Projects	LED Lighting	Street Lighting	HVAC Replacements	Upgrades	Thermostats	Sports Lighting
Building Name	Total Yearly Billing							
City Hall	\$ 37,901	X	X		X	X		
Police Department (Separate building from City Hall)	\$ 19,450		X			X		
Nelson Community Center	\$ 58,536	X	X		X	X		
Heritage Park Ball Fields	\$ 18,900							X
Senior Center	\$ 17,367		X			X		
Burdick Center Substation	\$ 5,320		X					
Public Works Corporation Yard	\$ 8,944	X	X					
Lambrecht Sports Center	\$ 42,000							X
Suisun-Fairfield Train Depot	\$ 14,379		X			X		
Fire Department	\$ 22,487	X	X		X	X		
Suisun Harbor Theater & Harbor Master's Office		X	X		X	X		
City-Wide Street Lighting (including MAD's* & parks and Promenade)	\$ 214,000		X	X				
Traffic Signal Control Intersections	\$ -		X					
	<b>\$ 464,455</b>							

A particularly important aspect of the scope is city-wide streetlight replacement to improve public safety, improve the quality of civic lighting, and to reduce maintenance and electricity costs. To ensure that the new lighting improves our Waterfront District and Old Town, ENGIE installed eight LED demonstration fixtures on October 4-5 for community feedback.

The Downtown demonstration project focuses on the decorative streetlights found in the waterfront and civic center area. The decorative streetlight upgrades include new lenses that preserve the aesthetics of the Waterfront area, while providing a look of improved maintenance

by eliminated old yellowed, damaged lenses. The demonstration project also displays examples of the “cobra head” fixtures found in residential neighborhoods throughout the City.

Signs posted at each new fixture described the demonstration project and provided a City email address for the public to provide feedback. ENGIE exhibited at the Sesquicentennial event on October 13 to engage residents on the complete energy and cost savings program including the streetlight demonstration project. Project summary information sheets are available for review by the public. At this point, anecdotal feedback from residents has been positive.

The energy measures recommended for approval (see table above) will save the City more than \$300,000 in annual energy costs in the first year, and more than \$12 million over the course of the useful life of the equipment. Additionally, ENGIE has provided the following guarantee:

Years 1 - 3: On an annual basis, beginning at the conclusion of Year 1, ENGIE will calculate and submit a report showing the energy savings achieved compared to the energy savings guaranteed for that year. If the energy savings achieved falls short of the energy savings guaranteed and any accumulated savings carried forward from prior years, ENGIE will write the City a check for the difference.

Years 4 - 20: At the conclusion of Year 3, ENGIE will use the results of those prior years (Years 1 - 3) to calculate the Average Energy Unit Savings achieved annually during that time. Those results will be immediately applied and extrapolated for all remaining years (Years 4 - 20). If the energy savings achieved fall short of the energy savings guaranteed, a lump sum payout (using a NPV discount rate of 10%) will be issued by ENGIE to cover all remaining years (Years 4 - 20).

Because the primary purpose of the assessment is to identify energy improvements that will save public funds through energy bill reduction, ENGIE has also provided a firm, fixed price for turnkey project implementation and a program for guaranteed energy savings. For all energy measures in the table above, ENGIE has proposed a total maximum price of \$5,939,480. The financing will also include the costs of reviewing the lease, including the bank counsel costs for the tax-exempt opinion and legal costs. The Resolution approves a not to exceed principal of \$6,000,000 and a not to exceed interest rate of 4.2%, though the anticipated rate is lower. This includes all engineering, design, project management, construction management, materials, installation labor and commissioning.

ENGIE solicited proposals from a range of financial institutions on behalf of the City to fund the upgrades through a tax-exempt lease purchase. The City received financing bids from six finance institutions. The rates favorably reflected Suisun City’s fiscally conservative track record. The bid that was the most competitive and best fit the financial profile of the proposed project was from Sterling National Bank at 3.923% over 20 years. Because of the volatile interest rate climate, the rates here are held only for a financial closing date of November 30, 2018.

Using these terms, the financial analysis shows that the energy savings costs will cover the required financing payments, with funds left over to benefit the General Fund and other associated funds.

In order to proceed with the financings, the City needs to make certain findings with respect to contracts being entered into. These are the applicable findings required by Government Code Sections 4217.12 and 4217.13, to wit:

The City Council must find that the Energy Service Agreement and its related financing pursuant to the Agreement is in the best interest of the City and that: (a) the anticipated cost to the City for the thermal or electrical energy or conservation services provided by the energy conservation facility (the Equipment) under the Energy Services Contract will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by City in the absence of the purchase of the Equipment; and (b) the funds for the repayment of the financing or the cost of design, construction, and operation of the energy conservation facility (i.e. Equipment), or both, as required by the Agreement and the Energy Services Contract, are projected to be available from revenues resulting from [sales of electricity or thermal energy from the facility or] from funding that otherwise would have been used for purchase of electrical, thermal, or other energy required by the City in the absence of the energy conservation facility, or both.

The information supporting these findings is attached hereto as Attachment 4, showing the lease payments and the costs of using the facilities currently and the savings.

**LEGAL REVIEW:**

Proposed Energy Services Agreement with ENGIE Services US, Inc.

City staff, the City Attorney's office, and ENGIE staff and legal counsel negotiated the proposed Energy Services Agreement with ENGIE Services US, Inc. This Energy Services Agreement generally sets forth the manner in which ENGIE Services US, Inc. will carry out the project and also contains provisions relating to optional alternative dispute resolution. Essentially, under Article 19, the parties to the agreement will have the option to engage in either mediation or arbitration to resolve their disputes, but will not be required to engage in either mediation or arbitration. This means that, if there is a dispute, the Parties may simply file a lawsuit to resolve any disputes, which includes a jury trial. However, under Section 19.06, if the mediation option is utilized, then the parties agree to waive their rights to a jury trial.

Additionally, under Article 15, this agreement sets out procedures relating to Public Records Act requests. Generally, the Public Records Act exempts from disclosure trade secrets; however, there is no bright line rule that clearly establishes when something is a trade secret. Article 15 provides procedures addressing public record requests that involve materials provided by ENGIE Services US, Inc. These procedures include providing certain notices to ENGIE Services US, Inc. (though the failure to provide such notices will not constitute a breach of the agreement), indemnification of the City by ENGIE Services US, Inc. if the City relies on their advice that something is a trade secret, and a requirement that ENGIE Services US, Inc. designate in writing or mark provided materials as trade secret where appropriate.

Proposed Project Financing Lease Agreement with Sterling National Bank

City staff and the City Attorney's office have also reviewed the financing agreements.

The lease purchase agreement allows the City to lease the Equipment over 20 years and purchase it at any time during that duration for a price depending on the duration. The City will make annual

lease payments which increase on an annual basis. The lease contains normal financing provisions in favor of the Bank and provides for indemnification by the City. Sterling immediately assigns its interest to its affiliate that holds its investments. The security for the transaction is the equipment and the escrowed proceeds until spent on the installation and acquisition of the Equipment.

Proposed Escrow Agreement with Sterling National Bank, a National banking association or other Escrow Agent.

There is an escrow agreement whereby the proceeds of the Lease are stored until used to implement the ENGIE Services Agreement. Thus no general funds are needed (except to pay debt service). The current escrow agent is Sterling National Bank, the same bank that is the Lessor and needs to be approved by the Treasurer and the City Council because it is an out of state national banking association which is holding accounts in a financing. If not approved by the Treasurer, the resolution allows the Treasurer to select another escrow agent.

Additionally, the costs of City Attorney work on this project will be billed at the public finance rate of \$350 per hour, which will be paid from the lease proceeds if the financing is completed.

**CEQA:**

The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary "Projects." A "Project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed project is a project under CEQA.

Staff has reviewed the proposed action and has determined that the project is exempt from the California Environmental Quality Act (CEQA, Section 21000, et seq. of the California Public Resources Code). Categorical Exemption Class I (CEQA Guidelines Section 15301) applies to the minor alteration of existing public facilities, including operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Class 3 (CEQA Guidelines Section 15303) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.

The proposed project involves the construction of new parking shade canopies with solar panels in existing parking areas throughout the City. The structures will be constructed in currently developed parcels and would not increase the intensity of use on the sites. The project would also include the replacement of existing street light fixtures with light emitting diode (LED) in four locations around the City. The installation of the solar shade panels would be minor in nature in and does not expand the use at any location beyond its current condition. In addition, the solar panels would generate electricity and the LED lights would reduce demand for electricity compared to the current fixtures, thus reducing emissions for power generation. No unusual circumstances exist that would create a reasonable possibility that the project would have a significant adverse effect on the environment. The project would not increase the use of the parking lots such that there would be any physical environmental effects. Thus, the proposed

project meets the criteria outlined in CEQA Guidelines Sections 15301 and 15303 and would be categorically exempt from the requirements of CEQA. No further CEQA review is required.

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**RECOMMENDATION:** Adoption of Resolution No. 2018-\_\_Approving an Energy Savings Agreement, Lease Agreement and Related Documents to Implement Certain Energy Savings Equipment for the City.

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**ATTACHMENTS:**

1. May 15, 2018 Staff Report
2. August 21, 2018 Staff Report
3. October 2, 2018 Staff Report
4. Pro Forma – Financials – Cash and Financing Option
5. Resolution No. 2018-\_\_Approving an Energy Savings Agreement, Lease Agreement and Related Documents to Implement Certain Energy Savings Equipment for the City.
  - a. Proposed Energy Services Agreement with ENGIE Services US, Inc.
  - b. Proposed Project financing Lease Agreement with Sterling National Bank according to the terms provided, including attached Escrow Agreement.

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPROVING AN ENERGY SAVINGS AGREEMENT, LEASE AGREEMENT  
AND RELATED DOCUMENTS TO IMPLEMENT CERTAIN ENERGY SAVINGS  
EQUIPMENT FOR THE CITY**

**WHEREAS**, the City of Suisun City, California (the “City”) is a political subdivision duly organized and existing under the laws of the State of California; and

**WHEREAS**, the City owns and/or operates certain public facilities (the “Facilities”) and wishes to reduce the Facilities’ energy consumption and costs and improve the Facilities’ energy quality and reliability; and

**WHEREAS**, the City previously executed a Program Development Agreement with ENGIE Services U.S. (“ENGIE”) to perform an integrated energy assessment and present the City with recommendations for the implementation of certain energy conservation measures (the “ECMs”); and

**WHEREAS**, ENGIE has identified potential energy and operational savings opportunities at the Facilities and estimated program costs to implement the recommended ECMs and presented an overall potential energy cost and consumption savings for implementing the ECM recommendations; and

**WHEREAS**, the ECMs would entail the acquisition and installation of certain energy savings equipment for the City, including but not limited to solar panels, new street lighting retrofits, and HVAC equipment (the “Equipment”); and

**WHEREAS**, per the analysis provided by ENGIE and presented at this meeting, the anticipated cost to the City to implement the recommended Equipment at the Facilities will be less than the anticipated cost to the City for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by the City in the absence of the recommended Equipment compliance with California Government Code §§4217.10 through 4217.18; and

**WHEREAS**, the Equipment will be installed and implemented at the Facilities pursuant to the Energy Services Contract presented at this meeting (attached hereto as Exhibit A) and to be entered into with ENGIE (“Energy Services Contract”); and

**WHEREAS**, pursuant to California Government Code §4217.12, Suisun City held a regularly scheduled public hearing on November 20, 2018, of which two weeks advance public notice was given regarding this Energy Services Contract and its subject matter, and

**WHEREAS**, the City will undertake a financing to fund the Equipment at the Facilities, and in connection therewith will enter into an Equipment Lease Purchase Agreement (the “Agreement”) (attached hereto as Exhibit B) with Sterling National Bank, a national banking association, whereby the City will lease the Equipment over the 20 year life of the Equipment; and

**WHEREAS**, Suisun City has determined that entering into the Energy Services Contract and the Agreement to implement the ECMs and is in the best interests of the City, and that California Government Code §4217.10 *et seq.* allows the City to enter into this Energy Services Contract; and

**WHEREAS**, it is hereby determined that a true and real need exists for the acquisition and installation of the Equipment.

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

**Section 1.** The recitals hereto are true and correct and by this reference incorporated herein.

**Section 2.** Pursuant to the provisions of the California Environmental Quality Act, Public Resources Code Sections 21000 et. seq. ("CEQA"), the State's CEQA Guidelines, California Code of Regulations, Title 14, Section 15000 et. seq., based upon the foregoing, the entirety of the record, including, but not limited to all oral and written presentations made by staff and members of the public at the November 20, 2018, public hearing, the City Council hereby finds that the proposed project, as described in this Resolution and the Energy Services Contract, is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA), under Article 19, Sections 15301 and 15303 of the California Guidelines for Implementation of the CEQA. Specifically, the project consists of the installation of elevated solar panels onto existing City parking lots and retrofitting lighting and heating and cooling systems on existing buildings and fixtures and has been determined not to have a significant impact on the environment because it consists of minor exterior alterations of the existing public structures, facilities, mechanical equipment and involves negligible or no expansion of use beyond that existing at the time of the City Council is considering this item.

**Section 3.** Pursuant to Government Code Section 4217.12 and 4212.13, and based on the information in the Staff Report, the information presented at this meeting and the testimony at the public hearing, the City Council hereby finds that the Energy Service Contract and its related financing pursuant to the Agreement is in the best interest of the City and also hereby finds that: (a) the anticipated cost to the City for the thermal or electrical energy or conservation services provided by the energy conservation facility (the Equipment) under the Energy Services Contract will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by City in the absence of the purchase of the Equipment; and (b) the funds for the repayment of the financing or the cost of design, construction, and operation of the energy conservation facility (i.e. the Equipment), or both, as required by the Agreement and the Energy Services Contract, are projected to be available from revenues resulting from sales of electricity or thermal energy from the facility or from funding that otherwise would have been used for purchase of electrical, thermal, or other energy required by the City in the absence of the energy conservation facility, or both.

**Section 4.** The Energy Services Contract, in substantially the same form as presented at this meeting, and the terms and performance thereof is hereby approved, and the Mayor or City Manager, each a duly authorized officer of the City, is hereby authorized to execute and deliver the Energy Services Contract on behalf of the City, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

**Section 5.** The Agreement, in substantially the same form as presented at this meeting, and the terms and performance thereof are hereby approved, and the Mayor or City Manager of the City is hereby authorized to execute and deliver the Agreement on behalf of the City, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof. The maximum principal amount applicable to the Agreement shall not exceed \$6,000,000 and the interest rate shall not exceed 4.2%.

**Section 6.** The Escrow Agreement (the “Escrow Agreement”), among the City, Sterling National Bank and an escrow agent, in substantially the same form as presented at this meeting, and the terms and performance thereof are hereby approved, and the Escrow Agreement is hereby authorized to be executed and delivered on behalf of the City by the Mayor or City Manager, each a duly authorized officer of the City, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer’s execution thereof. The Escrow Agent may be Sterling National Bank, a national banking association, as agreed to by the Treasurer and hereby by the City Council or any other escrow agent in the State of California selected by the Treasurer. The Escrow Agreement may be revised to accommodate an alternate escrow agent selected by the Treasurer, which agreement may be approved by City Attorney and officer, such approval to be conclusively evidenced by the authorized officer’s execution thereof.

**Section 7.** The City shall, and the officers, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents (including without limitation any tax certificate and tax compliance procedures), certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the City with respect to the Agreement, the Energy Services Contract and the Escrow Agreement.

**Section 8.** The City has made certain capital expenditures in connection with the acquisition of the Equipment prior to the date hereof, and the City expects to make additional capital expenditures in connection with the acquisition of the Equipment in the future. The City intends to reimburse itself for all or a portion of such expenditures, to the extent permitted by law, with the proceeds of the Agreement or other tax-exempt obligations to be delivered by the City. The maximum principal amount of the Agreement or other tax-exempt obligations expected to be delivered for the Equipment is not expected to exceed \$6,000,000.

**Section 9.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City declares that the City would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 10.** This Resolution shall take effect and be in full force immediately after its adoption by the City Council of the City.

**PASSED AND ADOPTED** by the City Council of the City of Suisun City at a regular meeting thereof held on the 20<sup>th</sup> day of November, 2018 by the following vote:

**AYES:** Councilmembers:

**NOES:** Councilmembers:

**ABSENT:** Councilmembers:

**ABSTAIN:** Councilmembers:

**WITNESS** my hand and the seal of said City this 20<sup>th</sup> day of November, 2018.

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Donna Pock, CMC  
Deputy City Clerk



ENGIE Services Project #:  
ENGIE Services Contract # R

**Change Order No. \_\_\_\_**

<b>Customer Contract Title:</b>	<b>Customer Contract No.</b>
<b>Customer Contract Effective Date:</b>	<b>Change Order Effective Date:</b>

Customer Name:	City of Suisun City
Customer Address:	701 Civic Center Blvd Suisun City, CA 94585
Contact:	Attention: Matt Medill
Job Location:	Suisun City

Reason for/Description of Change Order:	Additional 404 streetlights in Landscape and Lighting Districts (LLD) to be converted to LED
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		Projected Savings Impact			
		kWh	kW	Therms	Dollars
<b>Original Contract Amount:</b>	\$5,939,480.00	Original Contract:	1,423,002		\$282,486.00
<b>Prior Change Order(s) Will Add (Deduct):</b>	\$0.00	Prior Change Orders:			\$0.00
<b>This Change Order Will Add (Deduct):</b>	\$186,668.67	* Amount this Change Order:	138,494	0	\$22,159.02
<b>Revised Contract Amount:</b>	\$6,126,148.67	Revised Contract Amount:	1,561,496	0	\$0.00
<b>Original Contract Start Date (Signed):</b>					
<b>Original Contract Complete Date:</b>					
<b>Revised Contract Complete Date:</b>					

The changes within are hereby authorized, subject to the terms and conditions of that certain Customer Contract referenced above by and between **ENGIE Services U.S. Inc.**, and **Customer**. Except as set forth herein, the Customer Contract is not amended, modified, impaired or otherwise affected, and is hereby confirmed in full force and effect.

**CITY OF SUISUN CITY**

**ENGIE SERVICES U.S. INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RETURN EXECUTED COPY TO: ENGIE Services U.S. Inc., 500 Twelfth Street, Suite 300, Oakland, CA 94607, Attn.: Contract Administrator

**SCOPE OF WORK**

Retrofit additional Streetlighting scope in Landscape and Lighting Districts as identified in table below.

- **SL-1:** Install new or retrofit lighting fixtures as identified below:
  - a. Exterior Retrofit – **LED Lighting for Street and Traffic Applications** – replace high pressure sodium (HPS) and metal halide (MH) lamps with LED lamp technology as set forth below.

EXISTING		RETROFIT		Wattage Savings (each)	kWH Savings (each)	Montebello Vista	Lawler Ranch	Heritage Park	Classics West	Blossom Heights	Total Fixtures	Total annual kWh savings	Total annual dollar savings	PCO #2 Cost
Lamp Type	System Watts	Hawklite Retrofit	Wattage			Cobraheads	Shoebox	Cobrahead/S hoeboxes	Shoeboxes	Cobraheads				
S-H-70	95	HLM4-3M-730	35	60.00	246.00	80	90	32	13	4	223	54,858.00	\$8,777.28	\$98,732.29
S-H-100	138	HLM4-3M-730	35	103.00	422.30	15	31	39	21	1	107	45,186.10	\$7,229.78	\$47,820.83
S4H-200	250	HL2-10-3M-730	83	167.00	684.70	17	14				31	21,225.70	\$3,396.11	\$19,068.93
S-D-50	55	HLM4-3M-730	35	20.00	82.00				16		16	1,312.00	\$209.92	\$7,307.79
S4H-250	295	HL2-12-3M-730	107	188.00	770.80		19				19	14,645.20	\$2,343.23	\$12,368.63
S4H-100	138	HLM4-3M-730	35	103.00	422.30		3				3	1,266.90	\$202.70	\$1,370.21
<b>Total Retrofits</b>				<b>641.00</b>	<b>2,628.10</b>	<b>112</b>	<b>157</b>	<b>71</b>	<b>50</b>	<b>5</b>	<b>399</b>	<b>138,493.90</b>	<b>\$22,159.02</b>	<b>\$186,668.67</b>

DRAFT



# Financing Supplement to the On-Bill Financing Program Application

The On-Bill Financing Program (the "Program") is funded by California utility customers and administered by Pacific Gas and Electric Company (PG&E) under the auspices of the California Public Utilities Commission (CPUC). The Program provides qualified PG&E customers with a means to finance energy-efficient (EE) retrofit projects implemented under select PG&E EE Programs (the "Qualified Program"). The loans issued under the Program are interest-free, unsecured loans to fully or partially reimburse qualified PG&E customers for the costs they incur in connection with a qualified retrofit project (the "Retrofit Project"), which term shall mean the energy efficiency retrofit project described in Customer's relevant Energy Efficiency Program Application.

1. **Conditions for Eligibility:** Participation in the Program is limited to PG&E customers that meet the following conditions and satisfy these conditions throughout the duration of the Retrofit Project up to and including the date of Final Verification (defined below in Section 8): (a) the PG&E customer must be a business ("Commercial Customer") or a federal, state, county or local government agency ("Government Customer"). Commercial Customers and Government Customers are collectively referred to as "Customer;" (b) Customer currently receives service from PG&E at the location of the Retrofit Project (the "Location"); (c) Customer has continually maintained an active PG&E account for the previous 24 months and has a minimum of 12 months of historical metered energy usage at Customer's current Location; (d) at the time the Customer's Program Application is Approved and Customer's Loan Agreement is executed, and at the time the loan is to be funded following completion of the Retrofit Project and satisfaction of all other requirements of the Loan Agreement, Customer must be in good credit standing, as determined by PG&E through credit review which may include a commercial credit check and will include a bill payment history review, which may be based upon the following and other criteria:
  - a. No 24-hour disconnection notices in the last 12 months;
  - b. No returned payments within the last 12 months;
  - c. No more than 1 payment arrangement in the last 12 months;
  - d. No payment arrangements not satisfied by customer within the last 12 months;
  - e. No security deposit assessed within the last 12 months; and
  - f. The Retrofit Project qualifies and Customer is eligible for an incentive under the Qualified Program.

2. **Loan Features:** The loans offered under the Program are interest-free (0%) and free of any fees, late payment penalties or other charges. The loan terms and conditions are calculated by dividing the loan amount (eligible project cost less Qualified Program Incentives) by the estimated monthly energy savings resulting from the Retrofit Project. The ensuing number of monthly payments must not exceed the Maximum Loan Term set forth in chart below ("Loan Amount and Term Limitations").
3. **Eligibility:** Prior to purchasing and installing any energy-efficient measures or equipment under the Qualified Program, Customer must satisfy the eligibility requirements of both the Program and Qualified Program. Because energy efficiency projects in progress are ineligible under the Program, Customer must receive the signed loan agreement from PG&E before commencing any work or purchasing any equipment for the Retrofit Project.
4. **Inspection:** PG&E may assist Customers in understanding the energy efficiency measures available under the Qualified Program and will answer their questions concerning this Program. After Customer has decided upon the measures that comprise the Retrofit Project, PG&E may request an engineering review, perform an inspection of the Location, calculate the projected energy savings, calculate the Loan Terms and prepare the Loan Documents. Thereafter, PG&E will provide Customer with a copy of the: Loan Agreement, the Application, the applicable On-Bill Financing (OBF) Gas and/or Electric Rate Schedule and Loan Calculation Summary Sheet (collectively, the "Loan Documents").
5. **Loan Documents:** If the terms of the loan are acceptable, Customer shall execute the Loan Documents and return them to PG&E prior to the commencement of the Retrofit Project. Incomplete or incorrect applications cannot be processed and may result in the delay of PG&E's approval and possible disqualification from the Program. Customer may withdraw its Application for any reason without penalty by sending written notice to PG&E.
6. **Customer's Responsibilities for Contractor and Vendor:** Upon PG&E's notification to Customer that the Retrofit Project is eligible for the Program, Customer may begin the Retrofit Project. PG&E does not endorse or recommend any particular contractor or vendor nor does PG&E review any contractor or vendor proposals. Rather, Customer shall be solely responsible for reviewing the feasibility of the contractor's and vendor's proposal(s) and verifying their respective qualifications, pricing, energy savings, warranties and the terms and conditions of the contractor's and/or vendor's contract with Customer.

Loan Amount and Term Limitations	
Interest	0%, with no additional fees or charges
Minimum Loan Amount	\$5,000
Maximum Loan Amount	\$250,000 (up to \$4,000,000 with approved exception)
Maximum Loan Term, not to exceed the Expected Useful Life (EUL) of the measures	120 months

- 7. **PG&E Disclaimers:** CUSTOMER'S DESIGN OF THE RETROFIT PROJECT AND SELECTION AND USE OF ENERGY EFFICIENCY EQUIPMENT, MEASURES AND SELECTION OF CONTRACTORS AND VENDORS IS AT CUSTOMER'S SOLE DISCRETION AND AT CUSTOMER'S SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PG&E EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY LIABILITY IN RESPECT OF ANY ADVICE, INFORMATION OR OTHER INSTRUCTION PROVIDED BY OR ON BEHALF OF PG&E TO CUSTOMER IN CONNECTION WITH THE QUALIFIED PROGRAM, PROGRAM OR RETROFIT PROJECT. PG&E DOES NOT WARRANT OR BEAR ANY RESPONSIBILITY FOR ANY OF THE FOLLOWING:
  - a. THE WORK PERFORMED BY CUSTOMER'S CONTRACTOR(S) OR VENDOR(S), THAT THE RETROFIT PROJECT IS APPROPRIATE FOR THE LOCATION;
  - b. THE RETROFIT WILL RESULT IN OR YIELD ANY ENERGY EFFICIENCY SAVINGS OR A SPECIFIC AMOUNT OF ENERGY EFFICIENCY SAVINGS OR OTHER REDUCTION IN CUSTOMER'S PG&E UTILITY BILL AFTER COMPLETION OF THE RETROFIT PROJECT;
  - c. THE CUSTOMER IS RESPONSIBLE FOR REPAYING THE OBF LOAN IN ITS ENTIRETY, REGARDLESS OF THE PROJECT PERFORMANCE OF THE ENERGY EFFICIENCY RETROFIT;
  - d. THE CONTRACTOR'S OR VENDOR'S SERVICES WILL BE TIMELY, COMPLETE OR ERROR-FREE, OR THAT DEFECTS IN THE RETROFIT PROJECT WILL BE CORRECTED BY SUCH INDIVIDUALS;
  - e. ANY ERRORS, OMISSIONS, DEFECTS OR DELAYS IN THE DESIGN OR CONSTRUCTION OF THE RETROFIT PROJECT OR THE OPERATION OF ANY ENERGY EFFICIENCY MEASURES INSTALLED AT THE LOCATION.
- 8. **Verification:** Upon completion of the Retrofit Project, Customer shall request PG&E's post-completion inspection and final verification that the Retrofit Project has been completed in conformity with the requirements of the Qualified Program and that customer remains eligible (the "Final Verification").
  - a. If there has been any change to the Retrofit Project's scope, cost and/or incentives available under the Qualified Program or energy savings, Customer will be required to enter into a Loan Modification Agreement with PG&E, which may include new contract terms reflecting the changes in the Retrofit Project. (If a Loan

Modification Agreement is required, it shall be deemed part of the "Loan Documents.")

- b. If the changes to the Retrofit Project are such that it no longer meets the Program's payback criteria or other conditions, the Retrofit Project will be considered ineligible, the Loan Agreement will be terminated and no loan proceeds will be disbursed.
- c. IF PG&E DETERMINES, IN ITS ABSOLUTE DISCRETION, THAT CUSTOMER'S CREDIT HAS DETERIORATED OR HAS OTHERWISE PLACED CUSTOMER'S REPAYMENT OF THE LOAN AT RISK, THE LOAN PROCEEDS SHALL NOT BE ISSUED, EVEN THOUGH THE RETROFIT PROJECT MAY HAVE BEEN SATISFACTORILY COMPLETED AT CUSTOMER'S EXPENSE.
- 9. **Disbursements:** Subject to and following PG&E's satisfactory Final Verification, an incentive check and the loan proceeds will be issued to Customer or, at Customer's written direction, to Customer's contractor or vendor.
- 10. **General Provisions:**
  - a. Applications for loans under the Program will be accepted from qualified Customers on a first-come, first-served basis until the funds allocated by PG&E for the Program are no longer available. The Program may be modified or terminated by the CPUC or PG&E at any time and without prior notice. However, termination of the Program following execution of a Loan Agreement by Customer will not affect that Loan Agreement, or, if Customer thereafter satisfies all Program conditions, the disbursement.
  - b. The loan proceeds may only be used to pay or reimburse Customer for implementing or installing energy-efficient measures or equipment through the Qualified Program.
  - c. If there is any conflict between the terms of any document relating to the Program, the Loan Documents shall control.
  - d. For all retrofit projects, including but not limited to streetlight, HVAC and lighting retrofits, Customer acknowledges and understands that Customer is able to use the installation vendor or contractor of their choice.
  - e. The customer confirms that the OBF loan funds are required for the project to be completed, and that without the loan funds the project would not otherwise be able to be completed with the same scope or within the same timeframe.

I have read, understand and agree to all of the On-Bill Financing Program requirements and terms and conditions set forth in this Program description. I understand that loan calculations will be based on pre-inspection results and on the applicable program documentation, and that my agency/company must meet all eligibility criteria and requirements in order to participate in the Program. Any unapproved changes to project scope, costs or run hours, or to my agency's/company's creditworthiness, between the time the Loan Documents are accepted and signed and the Retrofit Project is completed and the project's and my agency's/company's continued eligibility are verified, could result in loan ineligibility.

<b>Legal Name of Business (i.e., the formal name on your tax return)</b>	<b>Authorized Representative's Printed Name</b>	
<b>Authorized Representative's Signature</b>	<b>Title</b>	<b>Date</b>
<b>Tax identification information (select one):</b>		
<input type="checkbox"/> Federal Tax ID Number: _____		
<input type="checkbox"/> Social Security Number: _____		
<b>FOR PG&amp;E USE ONLY:</b>		
PG&EOBF Administrator	Printed Name	Date
Retrofit Program Application Number	OBF Application Number	





**Pacific Gas and  
Electric Company**

# LOCAL AGENCY AND DISTRICT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

The undersigned Local Agency or District<sup>1</sup> Customer (“**Customer**”) has contracted for the provision of energy efficiency/demand response equipment and services (the “**Work**”) which qualify for one or more of PG&E’s applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company (“**PG&E**”) shall extend a loan (the “**Loan**”) to Customer in the amount of the loan balance (the “**Loan Balance**”) pursuant to the terms of this On-Bill Financing Loan Agreement (“**Loan Agreement**”) and PG&E’s rate schedules E-OBF and/or G-OBF, as applicable (the “**Schedule**”).

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the “**Application**”). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the “**Agreement**”.

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement (“**Contractor**”), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the “**Adjustment**”). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer’s written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer’s written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the Local Agency or District cited here with financing. The Customer has independently hired contractors (“Local Agency or District Contractors”) to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the Local Agency or District Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to Local Agency or District Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the Local Agency or District Contractors against PG&E.
4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer’s business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.
5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

<sup>1</sup> Local Agency or District as defined in California Government Code §50001 and §58004.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
  - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
  - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
  - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
  - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
  - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.
12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.
13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**
14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

## 15. LOCAL AGENCY OR DISTRICT REQUIREMENT

## a. All Payment Obligations Subject to Appropriation

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electric use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislative body belonging to Local Agency or District cited in this loan agreement.

## b. No Lien or Encumbrance; Subordination:

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the “Related Facilities”). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the Local Agency or District cited here or any other issuer of bonds on behalf of the Local Agency or District concerning the Related Facilities entered into in the past, the present or the future (the “Senior Security Documents”); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

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## AGENDA TRANSMITTAL

**MEETING DATE:** July 30, 2019

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2019-\_\_\_: Approving the Purchase Of a 2019 Ditch Witch FX25 Vacuum Excavation Trailer.

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**FISCAL IMPACT:** There is no impact to the General Fund. The total cost of the Vacuum Trailer would be \$41,019.55 The total purchase amount has been appropriated in the Sewer Maintenance Fund (185).

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**BACKGROUND:** The City's Public Works Department Streets Maintenance Division maintains and repairs the sewer collection system for laterals and services 10" and smaller. Over the past year the Streets Maintenance Division successfully excavated and repaired underground sewer laterals and clean outs and performed preventative maintenance of top down cleans of the collection system.

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**STAFF REPORT:** Public Works staff completed this work using a rental vacuum trailer when available through local rental agencies. When the rental vacuum trailer was available it cost approximately \$1,500 a week. The City's current emergency response sewer vacuum contractor (Roto-Rooter) is under new ownership and has at times been unable to accommodate the City's requests for emergency service calls leaving staff scrambling for backup options to prevent sewage from entering the storm drain during sanitary sewer overflow response calls and unscheduled requests for service. The use of a vacuum trailer minimizes the excavation area, keeps the work site clean, increases the speed of the repair, and allows extraction and proper disposal of sewage. A vacuum trailer is necessary for top down maintenance cleaning of the collection system pipe network as the debris in the sewer collection system that is washed down legally must be extracted and properly disposed and not permitted to flow downstream to the lower trunk system.

The purchase of the Vacuum Trailer will allow the Streets Division to accomplish maintenance assignments, including excavation and repair of sewer utilities, as well as have the equipment to quickly respond to emergency sanitary sewer overflow calls in an expedited and safe manner. The Vacuum Trailer will be purchased through Sourcewell (formerly NJPA), a national Intergovernmental Purchasing Alliance (IPA) Company vendor. The City is a member of the Sourcewell network. This network requires membership and offers the City the lowest available price on vehicles and equipment by handling competitive bid gathering on their end.

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**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2019-\_\_\_: Approving the Purchase of a 2019 Ditch Witch FX25 Vacuum Excavation Trailer.

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**ATTACHMENTS:**

1. Resolution No. 2019-\_\_\_: Approving the Purchase of a 2019 Ditch Witch FX25 Vacuum Excavation Trailer
2. Ditch Witch FX25 Vacuum Excavation Trailer Brochure

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

Melesio Perez, Public Works Supervisor  
 Matthew Medill, Public Works Director | City Engineer  
 Greg Folsom, City Manager

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**RESOLUTION NO. 2019-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPROVING THE PURCHASE OF A 2019 DITCH WITCH FX25 VACUUM  
EXCAVATION TRAILER**

**WHEREAS**, the Streets Maintenance Division of the City of Suisun City Public Works Department has identified the need to acquire a vacuum/excavation trailer to repair and maintain the City’s underground sewer collection system; and

**WHEREAS**, the purchase of the vacuum/excavation trailer will allow sewer collection system maintenance to be accomplished by the maintenance staff in an expeditious manner; and

**WHEREAS**, the access to the vacuum/excavation trailer will allow maintenance staff to have the equipment on hand to rapidly respond to emergency sanitary sewer overflows preventing the storm drain system from possible sewage contamination; and

**WHEREAS**, the Suisun City Council recognizes the substantial benefits of acquiring such equipment will provide to the City of Suisun City.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Suisun City does hereby authorize the City Manager to execute the Purchase Agreement to acquire one 2019 Ditch Witch FX25 Vacuum Excavation Trailer from Sourcewell.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 30th day of July 2019 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 30th day of July 2019.

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

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# TRAILER VACUUM EXCAVATORS



VACUUM EXCAVATION

# COMMON APPLICATIONS

## THE MOST PRODUCTIVE VACUUM EXCAVATOR LINE IN THE INDUSTRY.

Versatile and powerful Ditch Witch® trailer-mounted vacuum excavators are designed for an extensive range of cleanup and soft excavation tasks. They are engineered from the ground up as a trailer vac system, ensuring superior functionality. And because operator safety and efficiency are the main priorities when building our vacs, they are designed with all controls, accessible from a curbside operator's station.

All Ditch Witch vacuum excavators are construction-grade, built with heavy-duty components that can withstand the demands of many types of jobsites and applications. And they can be customized with your choice of tank sizes and numerous other options such as reverse flow, water heaters, and wireless hydraulic booms.

34

Our trailer-mounted vacuum excavator family includes a specialty machine, the MV800, which is designed specifically for handling mud from horizontal directional drill applications.

### CLEANUP OF NON-HAZARDOUS, NON-FLAMMABLE FLUIDS AND SPILLS IN AND AROUND:

- Jobsites
- Manholes
- Catch basins
- Meter boxes
- Storm drains
- Cellars
- Conduit and pipe
- Vehicle wash pits
- Gutters
- Directional drills
- Trenches
- Utility/water/sewage lines
- Utility boxes/vaults
- Refinery tank and storage facilities
- Culverts

### SOFT EXCAVATION CAPABILITIES

- Digging postholes
- Potholing
- Slot trenching
- Setting utility boxes and valves
- Street repair
- Keyholing

### OTHER USES

- Non-hazardous wastewater cleanup
- Salt and sand removal
- Industrial machine cleaning
- Post-emergency restoration
- Mulch and gravel removal
- Tree stump shaving removal



## CYCLONIC FILTER

- Industry-leading triple filtration system
- Prevents dry materials from flowing downstream into mesh filter
- Increases system productivity and minimizes frequency of cleaning filter



## TANK CAPACITIES

### FX20

- 150-gal (568-L) spoils tank
- 80-gal (303-L) freshwater tank

### FX25

- 500-gal (1893-L) spoils tank
- 80- or 200-gal (303- or 757-L) freshwater tank

### FX30

- 500- or 800-gallon (1893- or 3028-L) spoils tank
- 80-, 200- or 300-gallon (303-, 757- or 1136-L) freshwater tank

### FX50/FX65

- 500-, 800- or 1,200-gallon (1893-, 3028 or 4542-L) spoils tank
- 200-, 300- or 500-gallon (757-, 113 or 1893-L) freshwater tank

### MV800

- 800-gal (3028-L) spoils tank
- 100-gal (378-L) freshwater tank



## REVERSE FLOW

- Simplifies the removal of spoils
- Offloads spoils to a remote location
- Improves overall productivity



## WATER HEATER

- Keeps water system from freezing in inclement weather
- Increases wintertime productivity
- Increases production in tight soils
- 340,000 BTU



## WIRELESS HYDRAULIC BOOM

- Saves labor, time and reduces operator fatigue
- Rotates 270 degrees and extends to 14 ft (4.3 m)
- Wireless remote operation
  - Controls tank functions; open/closes door, raises/lowers tank



## FX25 VACUUM EXCAVATOR

For all kinds of cleanup jobs, the Ditch Witch® **FX25** is the economical solution you've been looking for. This low-maintenance, low-profile unit can operate in tight jobsites, taking care of spills and unwanted fluids with exceptional suction power. It also takes care of essential soft excavation tasks—like potholing—with a high-pressure water system. Whatever the job demands, the FX25 demands only one person to do it all.

**YOUR ALL-PURPOSE  
WORKHORSE.**

2 Standard 500-gallon (1893-L) spoils tank and choice of 80- or 200-gallon (303- or 757-L) water tanks for a wide range of cleanup jobs.

3 Easy-access hose and tooling storage rack are designed to improve convenience and safety.

1 Standard hydraulic door opens fully horizontal to maximize spoils removal efficiency.

4 Reusable, 2-micron vacuum filter and a blower relief valve air filter provide the industry's best filtration.

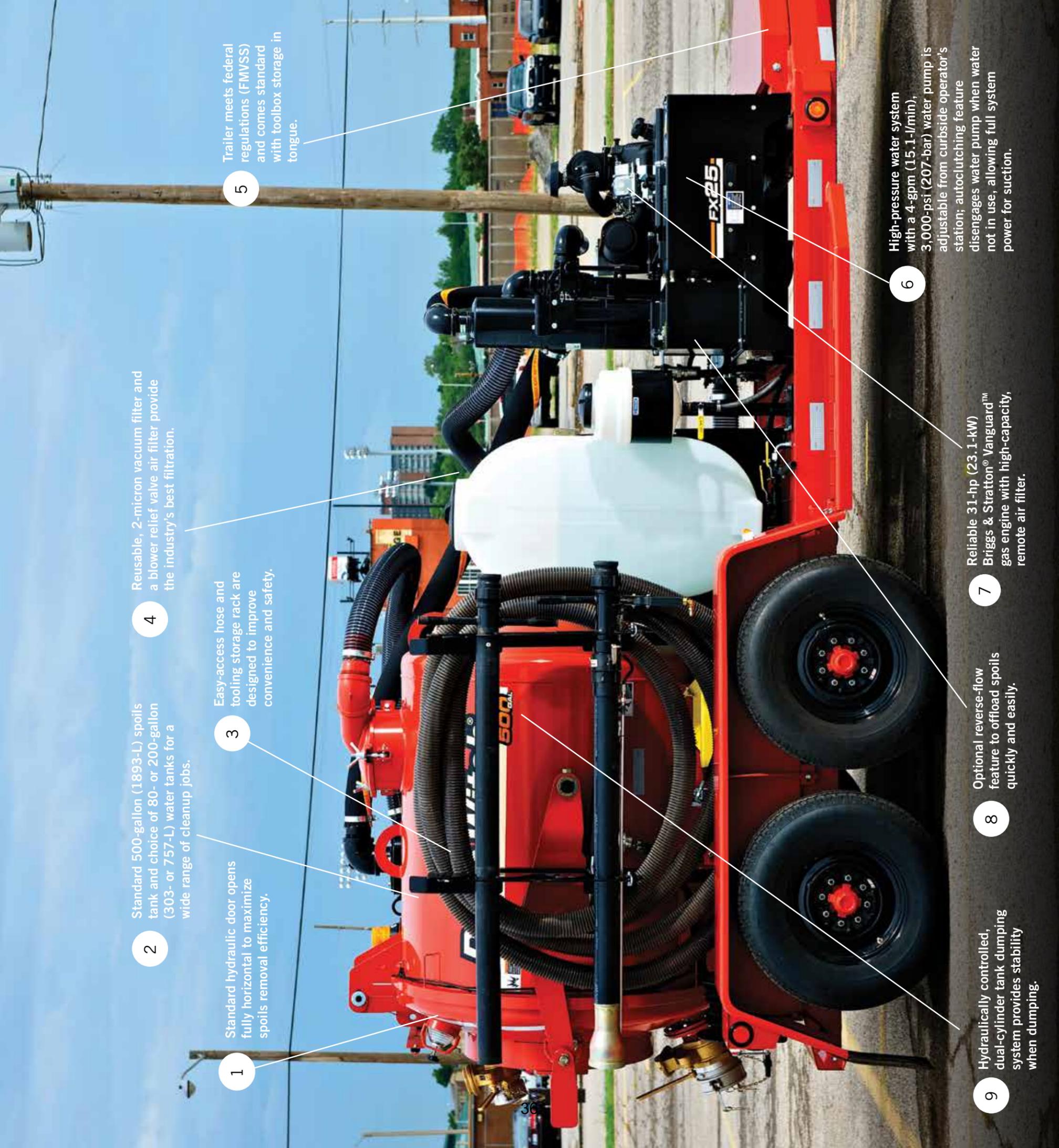
5 Trailer meets federal regulations (FMVSS) and comes standard with toolbox storage in tongue.

9 Hydraulically controlled, dual-cylinder tank dumping system provides stability when dumping.

8 Optional reverse-flow feature to offload spoils quickly and easily.

7 Reliable 31-hp (23.1-kW) Briggs & Stratton® Vanguard™ gas engine with high-capacity, remote air filter.

6 High-pressure water system with a 4-gpm (15.1-l/min), 3,000-psi (207-bar) water pump is adjustable from curbside operator's station; autoclutching feature disengages water pump when water not in use, allowing full system power for suction.



# SPECIFICATIONS

DIMENSIONS	FX20 150 GAL SPOILS/80 GAL WATER/T4S	FX25 500 GAL SPOILS/80 GAL WATER/T4S	FX30 500 GAL SPOILS/80 GAL WATER/T9S	FX50 800 GAL SPOILS/200 GAL WATER/T18S	FX65 1,200 GAL SPOILS/500 GAL WATER/T26	MV800 800 GAL SPOILS/100 GAL WATER/T14
Length	174 in (4420 mm)	200 in (5080 mm)	200 in (5.1 m)	263 in (6.7 m)	249 in (6.3 m)	208 in (5283 mm)
Width	86 in (2184 mm)	96 in (2184 mm)	96 in (2.3 m)	102 in (2.6 m)	101 in (2.6 m)	96.5 in (2479 mm)
Height, w/out boom	93 in (2362 mm)	86 in (2337mm)	86 in (2.2 m)	92 in (2.3 m)	99 in (2.5 m)	91.5 in (2324 mm)
Weight, empty	2,576 lb (1168 kg)	5,600 lb (2540 kg)	5,465 lb (2479 kg)	9,045 lb (4103 kg)	12,245 lb (5554 kg)	4,995 lb (2265 kg)
GVWR	4,500 lb (2041 kg)	10,000 lb (4536 kg)	10,000 lb (4536 kg)	18,000 lb (8172 kg)	26,000 lb (11793 kg)	14,000 lb (6350 kg)

## POWER

Engine	Kohler® CH740S	Briggs & Stratton® Vanguard™	Kubota® D1105-E3B	Deutz® D2.9 L4	Deutz TD2.9L4	Briggs & Stratton® Vanguard™
Fuel	Gasoline	Gasoline	Diesel	Diesel	Diesel	Gasoline
Cooling medium	Air	Air	Water	Oil	Water	Air
Aspiration	Natural	Natural	Natural	Natural	Turbocharged	Natural
Number of cylinders	2	2	3	4	4	2
Manufacturer's gross power rating	25 hp (20.1 kW)	31 hp (23.1 kW)	24.8 hp (18.5 kW) (SAE J1995)	49 hp (36 kW)	74 hp (55 kW)	31 hp (23.1 kW)
Emissions compliance		EPA LSI/EU Stage II	EPA Tier 4/EU Stage IIIA	EPA Tier 4/EU Stage IIIA	EPA Tier 4/EU Stage IIIB	
Rated speed	3,600 rpm	3,600 rpm	3,000 rpm	2,600 rpm	2,600 rpm	3,600 rpm
Fuel tank capacity	10 gal (38 L)	6.9 gal (26.1 L)	15 gal (57 L)	25 gal (94 L)	25 gal (94 L)	6.9 gal (26.1 L)

## VACUUM SYSTEM

Air flow	543 cfm (15.3 m³/min)	543 cfm (15.3 m³/min)	500 cfm (14.2 m³/min)	1,027 cfm (29.1 m³/min)	1,215 cfm (34.4 m³/min)	543 cfm (15.3 m³/min)
Vacuum, max	15 in Hg (381 mm Hg)	15 in Hg (381 mm Hg)	15 in Hg (381 mm Hg)	16 in Hg (406 mm Hg)	16 in Hg (405 mm Hg)	15 in Hg (381 mm Hg)
Vacuum tank capacity	150 gal (568 L)	500 gal (1893 L)	500/800 gal (1893/3032 L)	500*/800/1,200 gal (1893/3028/4542 L)	500*/800/1,200 gal (1893/3028/4542 L)	800 gal (3028 L)
Tank outlet valve size	4 in (102 mm)	6 in (152 mm)	6 in (152 mm)	6 in (152 mm)	6 in (152 mm)	6 in (152 mm)
Filter type	Washable polyester	Washable polyester	Washable polyester	Washable polyester	Washable polyester	Washable polyester
Filter area	74 ft² (6.9 m²)	100 ft² (9.3 m²)	100 ft² (9.3 m²)	100 ft² (9.3 m²)	130 ft² (12 m²)	100 ft² (9.3 m²)
Suction hose	3 in (76 mm)	3 in (76 mm)	3 in or 4 in (76 mm or 102 mm)	4 in (102 mm)	4 in (102 mm)	3 in (76 mm)

## WATER SYSTEM

Water tank capacity	80 gal (303 L)	80/200 gal (303/757 L)	80/200/300 gal (303/757/1136 L)	200/300/500 gal (757/1136/1893 L)	200/300/500 gal (757/1136/1893 L)	100 gal (379 L)
Water pump flow	2.6 gpm (9.8 l/min)	4 gpm (15.1 l/min)	4.2 gpm (16 l/min)	5.1 gpm (19 l/min)	5.5 gpm (20.8 l/min)	4 gpm (15.1 l/min)
Water pump pressure, max	3,000 psi (207 bar)	3,000 psi (207 bar)	3,000 psi (207 bar)	3,500 psi (241 bar)	3,000 psi (207 bar)	3,000 psi (207 bar)
Antifreeze system	50/50 water/antifreeze mix	50/50 water/antifreeze mix	50/50 water/antifreeze mix	50/50 water/antifreeze mix	50/50 water/antifreeze mix	50/50 water/antifreeze mix
Pressure hose length (locking reel)	50 ft (15.3 m)	50 ft (15.3 m)	50 ft (15.3 m)	50 ft (15.3 m)	50 ft (15.3 m)	50 ft (15.3 m)
Hydraulic system		Gear pump	12V DC power unit	Gear pump	Gear pump	12V DC power unit

## BATTERY

SAE reserve capacity rating	41 min	110 min	110 min	195 min	195 min	120 min
SAE cold crank rating @ 0°F (-18°C)	340 amps	800 amps	800 amps	950 amps	950 amps	750 amps
Electrical system	12V	12V	12V	12V	12V	12V

## NOISE LEVEL

Sound power	110 dBA	110 dBA	105 dBA	110 dBA	112 dBA	109 dBA
Sound pressure	84 dBA	87 dBA	73 dBA	82 dBA	83 dBA	79 dBA

\* Only available in a loose configuration. Specifications are general and subject to change without notice. If exact measurements are required, equipment should be weighed and measured. Due to selected options, delivered equipment may not necessarily match that shown.



FX20 Vacuum Excavator



FX25 Vacuum Excavator



FX30 Vacuum Excavator



FX50 Vacuum Excavator



FX65 Vacuum Excavator



MV800 Mud Vacuum Excavator



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Ditch Witch vacuum excavators provide support for our industry-leading horizontal directional drills. From the compact JT5 to the heavy-duty JT100 Mach 1, there's an unbeatably efficient Ditch Witch directional drill for every type of jobsite and installation size.



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Your Ditch Witch dealer is your source for factory-trained service and the genuine Ditch Witch parts you need for your vacuum excavation system, including suction tools, extensions, filters, spray nozzles, and other accessories that enable you to complete a wide variety of tasks.



## AGENDA TRANSMITTAL

**MEETING DATE:** July 30, 2019

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2019-\_\_\_: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with W. Bradley, Inc. for the Sunset Avenue and Railroad Avenue Turn Signal and Audible Countdown Pedestrian Crosswalk Timers Project.

**FISCAL IMPACT:** The Sunset Avenue and Railroad Avenue Turn Signal and Audible Countdown Pedestrian Crosswalk Timers Project (Project), Federal Project No. HSIPL-5032(030), would have no fiscal impact on the General Fund. The proposed contract amendment would also not have a fiscal impact on the General Fund. City Public Works Engineering staff applied for and was awarded a Highway Safety Improvement Program (HSIP) grant allocation in the amount of \$224,100.00 from the California Department of Transportation for this Project. The Project budget includes \$181,000.00 budgeted for construction, of which \$162,900.00 is funded by the HSIP grant and \$18,100.00 is being funded by the Off-Site Street Improvement Program (OSSIP) for the required 10% local match.

**BACKGROUND:** On March 19, 2019, the City Council awarded the construction contract for this Project to W. Bradley Electric, Inc. The awarded construction contract amount was in the amount of \$70,408.00. Furthermore, City Council authorized staff to negotiate a contract change order to install twenty-four (24) countdown pedestrian timers. Staff has negotiated with the contractor, and both parties have agreed that the additional 24 countdown pedestrian timers are to be paid at the bid unit price of \$685.00 each, or a total of \$16,440.00 for the change order. The contract change order resulted in a total contract amount of \$86,848.00, resulting in a remaining construction budget of \$94,152.00.

**STAFF REPORT:** The HSIP grant administrator, Caltrans, has since approved the use of the remaining construction funds to install vehicle detection cameras within the Project corridors of Sunset Avenue and Walters Road. The vehicle detection cameras are to replace the existing old vehicle loop detectors. The cost estimate to upgrade the vehicle detection system at each signalized intersection is approximately \$40,000.00. At this estimated cost, the remaining construction funds would allow vehicle detection systems to be upgraded at two signalized intersections. Caltrans has also approved the upgrade and/or relocate pedestrian push buttons at the traffic signals within the Project corridors.

Staff proposes to use the remaining construction funds of \$94,152.00 to perform Caltrans-approved improvements within the Project corridors. Since the use of the remaining funds is above the City Manager's purchasing authorization threshold, City Council approval is required to amend the contract. Staff recommends that the City Council authorize a contract amendment

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

Nick Lozano, Associate Engineer  
 Matthew Medill, Public Works Director  
 Greg Folsom, City Manager

with W. Bradley, Inc. for the utilization of the remaining funds to perform Caltrans-approved improvements.

---

**RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2019-\_\_\_: Authorizing the City Manager to Execute a Contract Amendment on the City’s Behalf with W. Bradley, Inc. for the Sunset Avenue and Railroad Avenue Turn Signal and Audible Countdown Pedestrian Crosswalk Timers Project.

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**ATTACHMENTS:**

1. Council Resolution No. 2019-\_\_\_: Authorizing the City Manager to Execute a Contract Amendment on the City’s Behalf with W. Bradley, Inc. for the Sunset Avenue and Railroad Avenue Turn Signal and Audible Countdown Pedestrian Crosswalk Timers Project.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT  
AMENDMENT ON THE CITY’S BEHALF WITH W. BRADLEY, INC. FOR THE  
SUNSET AVENUE AND RAILROAD AVENUE TURN SIGNAL AND AUDIBLE  
COUNTDOWN PEDESTRIAN CROSSWALK TIMERS PROJECT**

**WHEREAS**, on March 19, 2019, the City Council awarded the construction contract for the Sunset Avenue and Railroad Avenue Turn Signal and Audible Countdown Pedestrian Crosswalk Timers Project (Project) to W. Bradley, Inc.; and

**WHEREAS**, the construction budget on this Project is \$181,000.00, of which \$162,900.00 is funded by the Highway Safety Improvement Program (HSIP) and \$18,100.00 is funded by the Off-Site Street Improvement Program (OSSIP); and

**WHEREAS**, the construction contract is \$70,408.00 and the City Council-approved change order for the installation of twenty-four (24) countdown pedestrian timers is \$16,440.00, resulting in a current total contract amount of \$86,848.00; and

**WHEREAS**, the HSIP grant administrator, Caltrans, has approved the use of the remaining construction funds of \$94,152.00 for the installation of vehicle detection cameras and the upgrade and/or relocation of pedestrian push buttons within the Project corridors.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City authorizes the City Manager to execute a contract amendment with W. Bradley, Inc. to utilize the remaining construction funds of \$94,152.00 to perform Caltrans-approved improvements within the Project corridors, and to take any and all necessary and appropriate actions to implement this contract.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 30th day of July 2019 by the following vote:

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

**WITNESS** my hand and the seal of said City this 30th day of July 2019.

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

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## AGENDA TRANSMITTAL

**MEETING DATE:** July 30, 2019

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**CITY AGENDA ITEM:** Council Adoption of Ordinance No. 2019-\_\_\_\_: Amending Section 21.04.020 and 21.06.010 of the Suisun City Code to Update Marinas (Introduced and Reading Waived on July 2, 2019).

---

**FISCAL IMPACT:** There would be no fiscal impact at this time.

---

**BACKGROUND:** Title 21, Marinas, of the Suisun City Code, was last updated in 1999. Since that time there have been significant changes in the marina operation, permissible policies, and to the City organization and structure.

---

**STAFF REPORT:** At the July 2, 2019 City Council meeting, the City Council held a public hearing on an amendment to section 21.04.020 and 21.06.010 of the Suisun City Code to update the Marinas Section.

The public hearing was opened and closed with public comments taken. The ordinance and supporting resolution were introduced and reading waived. Following City Council adoption, the amended ordinance would take effect in 30 days.

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**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Ordinance No. \_\_\_\_ Amending Section 21.04.020 and 21.06.010 of the Suisun City Code to Update Marinas

---

**ATTACHMENTS:**

1. Ordinance No. \_\_\_\_: Amending Section 21.04.020 and 21.06.010 of the Suisun City Code to Update Marinas

---

**PREPARED BY:**

Kris Lofthus, Recreation, Parks, and Marina Director

**REVIEWED AND APPROVED BY:**

Greg Folsom, City Manager

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**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY,  
CALIFORNIA, AMENDING SECTION 21.04.020 AND 21.06.010 OF THE SUISUN  
CITY CODE TO UPDATE MARINAS**

**WHEREAS**, The Marina is the heart of the community in Suisun City and The City Council has an interest in providing the most comprehensive policy to insure proper operational standards; and

**WHEREAS**, Updates to the Suisun City Code pertaining to Marinas has not been addressed since 1999; and

**WHEREAS**, Amending the definition of Harbormaster to coincide with current organizational structure; and

**WHEREAS**, Prohibiting live aboard under section 21.06.010 General Rules and Regulations will maintain current operations and rental policies; and

**WHEREAS**, Prohibiting sub-lease of berths will provide tenant safety and allow the harbormaster to have records of all marina berth renters; and

**WHEREAS**, Updating the Beverage Control Area provides a safe environment for special events; and

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

**SECTION 1. Amendment of Code:** (Marinas) of the Suisun City Code is hereby amended by revising Section 21.04.020 entitled "Definitions" and Section 21.06.010 entitled "General Rules and Regulations" to read in its entirety as follows:

**Title 21 - MARINAS**

**Chapters:**

**Chapter 21.04 - GENERAL PROVISIONS**

**Sections:**

1 **21.04.010 - Purpose.**

2 This chapter is enacted to provide for the rules, regulations and control of the city marina as  
3 shown in Section 21.10.010 on Diagram A.  
4 (Ord. 647 (part), 1999; Ord. 615 (part), 1999)

5 **21.04.020 - Definitions.**

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

8 "Vessel" means any vessel which may be propelled manually, by sails, or by means of an  
9 outboard or inboard engine. While under sail only, a vessel shall be subject to rules governing  
10 sailing craft; while under power, either with or without sails, a vessel shall be subject to the  
11 rules governing powerboats.

12 "Berth" means a vessel's berth between or along finger floats and headed by a walkway, or at  
13 the end of a walkway, as so designated by the harbor master.

14 "Berth length" means the distance from the edge of the walkway to the furthest projection of a  
15 finger float as measured from the center of two adjacent finger floats.

16 "Berth width" means the distance between two adjacent finger floats or, in the case of double  
17 berths, the width shall mean one-half the distance between two adjacent fingers. The width of  
18 a side tie shall be equal to the beam of the vessel.

19 "Business" includes all professions, trades, occupations and callings whether or not carried on  
20 for profit.

21 "California Boating Law" includes those provisions of the Harbors and Navigation Code:  
22 Chapter 1, Article 3.1 of Title 13 and Division 4, Chapter 1 of Title 14 of the California  
23 Administrative code pertaining to the operation and registration of vessels, and Section 9840-  
24 9924 and 10550-10554 of the California Vehicle Code, and such other laws of similar import  
25 adopted from time to time.

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- 1 "Chief of police" means the chief of police of Suisun City or his/her designee.
- 2 "Council" means the Suisun City council.
- 3 "Diagram A" means the sketch shown in Section 21.10.010 of this chapter.
- 4 "Diagram B" means the sketch shown in Section 21.10.020 of this chapter.
- 5 "Director" means the executive director of the redevelopment agency of the city.
- 6 "Finger float" means a floating structure connected to and extending from a walkway.
- 7 "Greywater" means the wastewater from a vessel (exclusive of toilet waste), such as water from
- 8 a laundry, bath, shower, or sink which is not deleterious to the marina.
- 9 "Harbormaster" means the City Manager of Suisun City or his/her designate as assigned to
- 10 manage marina operations.
- 11 "Live aboard" means the use or occupancy of a vessel for living quarters either permanently or
- 12 on a temporary basis for a period exceeding two nights or three days in any seven-day period.
- 13 "Major painting" means any painting other than "touching up" existing paint.
- 14 "Major repairs" means any construction, repair or replacement of structural members or
- 15 portions of any boat, including repairs to the engine, gears, driveshaft, propeller or other
- 16 propulsion system, other than routine repairs and maintenance.
- 17 "Manager" means the city manager of the city.
- 18 "Mooring" means affixing a vessel to any weight, chain, rope, floating object, structure or
- 19 appliance used for the purpose of holding a vessel in a particular place. "Mooring" does not
- 20 include affixing a vessel to an assigned berth in accordance with this chapter or anchoring with
- 21 the vessel's anchor.
- 22 "Motorboat" means any vessel whose normal means of propulsion is by internal combustion,
- 23 electric or mechanical engine, either inboard or outboard.
- 24 "No wake speed" means a speed at which the wake of a vessel is such so as not to present a
- 25 danger to other vessels, but in no event will exceed five miles per hour.

1 "Overall length of vessel" means the distance from the farthest bow projection to the farthest  
2 stern projection.

3 "Overhang" means that portion of a vessel's overall length that protrudes beyond the end of the  
4 finger floats or over the walkway.

5 "Person" means and includes an individual; a receiver; a trustee; a partnership; joint venture's;  
6 a firm; an unincorporated association; a syndicate; a club; a trust; a private corporation; a public  
7 corporation; a municipal corporation; a county, state or national government; a municipal,  
8 county, state or federal agency, board or commission; whether acting for himself or itself, or in  
9 any representative capacity.

10 "Pier" means a structure extending into navigable water for use as a landing place or promenade.

11 "Promenade" means the marina public promenade as defined in Section 21.10.010.

12 "Registered length of vessel" means the certified length of vessel as determined by measuring  
13 from end to end over the deck, excluding the sheer.

14 "Sailboat" means any vessel whose normal means of propulsion is by sail.

15 "Side tie" means a place for a vessel to berth along one side of a walkway or finger float.

16 "Special event" means any event, festival, fair or celebration sponsored or permitted by the city  
17 and held upon or within the area designated as the Suisun City marina.

18 "Sub-lease" means a tenant that leases their vessel berth to another vessel owner.

19 "Short term rental" means renting vessel to another person for nightly accommodations.

20 "Suisun City marina" means the marina area operated as a municipal boat berth and launch  
21 ramp facility on the east and west shores of Suisun Channel and land areas as shown and defined  
22 in Section 21.10.010 and on Diagram A.

23 "Unauthorized vessels" means any vessel operating, berthed or moored with Suisun City marina  
24 without the permission of the harbor master, including, but not limited to, vessels operating  
25 between berths except when leaving or returning to their assigned berths.

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26 Ordinance \_\_\_\_  
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1 "Visitor dock" means those areas available for temporary public use as defined in Section  
2 21.10.020.

3 "Walkway" means a floating structure for use as a walkway for access to and from berths and  
4 when attached to finger floats shall form a berth.

5 (Ord. 647 (part), 1999; Ord. 615 (part), 1999)

6 **21.04.030 - Administration and enforcement.**

7 A. The provisions of this chapter shall be administered and enforced by the director. The  
8 director, or his/her designated representative, shall perform the duties and responsibilities of  
9 the harbormaster as set forth in this chapter. The harbormaster shall have full authority to  
10 manage the city marina in accordance with the provisions of this chapter, other laws of the city,  
11 and applicable statutes of the state of California. The harbormaster, the chief of police, or  
12 his/her designees shall be responsible for the enforcement of the provisions of his chapter and  
13 any rules and regulations adopted pursuant to this chapter, including, but not limited to, the  
14 California Boating laws.

15 B. Every vessel that has entered the city marina shall immediately become subject to the  
16 orders and direction of the harbormaster.

17 C. The harbormaster shall have the authority to designate the area in which any vessel shall  
18 be berthed and may require any vessel to change its berth in the city marina. If a vessel does  
19 not change berths as instructed by the harbormaster, it may be moved and towing charges  
20 assessed to the owner. No person shall leave a vessel at anchor in the city marina without the  
21 written permission of the harbormaster.

22 D. The harbormaster, at his/her discretion, shall have the right to refuse entry into the city  
23 marina of any vessel which is derelict, needing major overhaul, or violating this chapter or the  
24 California Boating Laws.

25 E. Whenever any boat is in danger of being damaged, or damaging other boats or any marine

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26 Ordinance \_\_\_\_  
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1 facilities, the harbormaster shall be empowered to take such action as in his/her discretion as  
2 necessary for the protection of the boat, other boats or marine facilities.

3 F. The harbormaster is authorized to execute on behalf of the city all leases for berthing and  
4 mooring spaces within the city marina; provided, however, that all such leases shall be subject  
5 to the terms and conditions specified in this chapter in addition to the terms set forth in such  
6 leases.

7 G. The harbormaster and his/her designated agents are designated as boating safety officers  
8 and while on duty shall act as such officer for the city.

9 H. Subject to possessing (1) probable cause to believe that a violation of this chapter, or  
10 California law exists, (2) a properly issued warrant, (3) threat to safety or other exigent  
11 circumstances, or (4) permission of the lawful occupant of any vessel or structure that is leased  
12 to, or owned by, a person within the city marina, the harbormaster or any public safety officer  
13 are authorized and empowered to enter and inspect any pier, docked vessel, dock box, walkway,  
14 finger float or other structure within the city marina for the purpose of investigating a potential  
15 safety hazard and to take appropriate action to correct any situation which the officer or agent  
16 finds to be probable cause of imminent danger. It is unlawful for any person to molest any such  
17 officer or agent or refuse to allow him/her to enter such premises.

18 (Ord. 647 (part), 1999: Ord. 615 (part), 1999)

19 **Chapter 21.06 - RULES**

20  
21 **21.06.010 - General rules and regulations.**

22 A. All laws and regulations contained in the California Boating Law, as amended from time  
23 to time, are incorporated in this chapter as if set forth in full.

24 B. Marina Property. No persons shall willfully or carelessly destroy, damage, disturb, deface,  
25 or interfere with any vessel, buoy, float, emergency equipment or any other property within the

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26 Ordinance \_\_\_\_  
Adopted July 2\_\_\_\_ 2019  
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1 city marina.

2 C. Derelicts and Stray Vessels. The harbormaster and the city police shall be empowered to  
3 remove at the owner's expense all stray, derelict or nonoperative vessels, skiffs, rowboats,  
4 sunken or dilapidated vessels, or unattended vessels on unauthorized moorings or berths or  
5 other structures, timbers or floats found within the city marina as they deem appropriate. At the  
6 time the proper owner claims such property prior to disposition thereof, he shall pay all  
7 expenses incurred in connection therewith, including charges for raising, keeping and storing  
8 the same in accordance with the schedule for marina fees.

9 D. Unseaworthy Vessels. Any watercraft of any kind whatsoever which is determined by the  
10 harbormaster as unseaworthy, and/or which might become a menace to navigation, shall not be  
11 permitted to berth or moor in the city marina. Watercraft in such condition are declared to be a  
12 public nuisance and shall be considered as stray vessels.

13 E. Launching Vessels. No person shall launch or remove any vessel from the waters of the  
14 city marina over any public seawall, rock riprap, sidewalk or public property except at locations  
15 where the regular business of launching and hauling vessels is conducted which has the  
16 necessary equipment to do such work, or in areas designated and posted for such purpose by  
17 the harbormaster.

18 F. Boarding Vessels without Permission. No person shall climb into or upon any vessel, boat,  
19 yacht or other watercraft berthed, moored or anchored at any site or location situated within the  
20 city marina without the consent of the owner, his agent, or any other person having charge  
21 thereof unless to protect life and property, except a peace officer, firefighter, or the  
22 harbormaster in the performance of his/her official duty.

23 G. Sale of Fish. No person shall bring into the city marina any fish, mollusks, or crustaceans,  
24 for the purpose of selling the same, without obtaining prior written permission from the  
25 harbormaster, and a business license from the city.

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26 Ordinance \_\_\_\_  
Adopted July 2, 2019  
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1 H. Soliciting and Advertising. No person shall solicit, sell, hawk or peddle any goods, wares,  
2 merchandise, liquids or edibles for human consumption, or literature without first obtaining the  
3 permission of the harbormaster and obtaining a city business license, unless officially  
4 sanctioned or authorized by the city.

5 I. Free Access. No person shall unlawfully obstruct the free access to and departure from any  
6 landing, pier, berth, float, launch ramp, or other facility within the city marina.

7 J. Crew and Guests. The owner of a vessel is legally responsible for the conduct of his/her  
8 crew and guests at all times.

9 K. Unauthorized Vehicles and Implements.

10 1. Except on governmental business, no person shall operate any motor vehicle, skateboard  
11 or similar device within the boundaries of the city marina except in an area so designated for  
12 their use, nor shall any person use or operate any device in a manner which may be detrimental  
13 or potentially damaging to the public, marina property or its lands.

14 2. Operation or Use During a Special Event. Except on governmental business or as defined  
15 by city permit or license during a special event, no person shall operate any vehicle, bicycle, or  
16 any similar device upon the promenade, sidewalk or other land area within the event  
17 boundaries.

18 3. Nothing in this section is intended to prohibit the use of bicycles on the promenade outside  
19 of the event boundaries.

20 L. Speed. Every vessel operated within the city marina shall be done so at a no wake speed,  
21 but in no event to exceed five miles per hour, except a public officer in the performance of  
22 his/her duty.

23 M. Swimming. No person shall swim, bathe, or wade in any portion of the city marina except  
24 in designated areas. This subsection shall not prevent an owner or his/her authorized  
25 representative from working on his/her vessel underwater within his/her berth.

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26 Ordinance \_\_\_\_  
27 Adopted July 2\_\_\_\_ 2019  
28 Page 8 of 23

1 N. Marine Events. No person shall start, terminate or conduct any regatta, parade, boat show  
2 or other marine event on or upon the waters of the city marina without first obtaining all  
3 necessary permits from the city and obtaining the prior written permission of the city. The city  
4 may grant a special permit for a special event in which nonmuffled engines may be used, speed  
5 limits may be exceeded and normal traffic interrupted, provided that such permit shall be for a  
6 stated period of time not exceeding six months. No permit shall authorize interference with  
7 normal boat traffic for a period exceeding eight hours in any twenty-four hour period. Events  
8 shall be limited to the hours between eight a.m. and eleven p.m.

9 O. Rules. The harbormaster may, as required and in accordance with Section 660 and 662 of  
10 the Harbors and Navigation Code, adopt additional written rules for the smooth and orderly  
11 operation of the city marina. Such additional rules will remain posted in a conspicuous place  
12 adjacent to the city marina at all times.

13 P. Visitor Dock. The visitor docks are for temporary use only. No vessel may moor at these  
14 docks for more than seventy-two hours within any seven-day period without a prior lease  
15 agreement approved by the agency. Moorage fees may be set by the city council. The  
16 harbormaster is authorized to collect said fees. All vessels moored shall obtain written  
17 permission from the harbormaster.

18 Q. Landing of Aircraft. No person shall land on or take off from the waters of the city marina  
19 with any aircraft except with the written permission of the harbormaster.

20 R. Air Propulsion Above Water Prohibited. No person shall operate any vessel on the waters  
21 within the city marina, or launch any vessel from the boat launch which is operated by  
22 mechanical air propulsion above the surface of the water except with the written permission of  
23 the harbormaster.

24 S. Animals Prohibited During Special Events. Except as authorized by city permit or license,  
25 no person shall have in their possession, charge or control, whether tethered or not, any animal

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Adopted July 2\_\_\_\_ 2019  
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1 within the event boundaries in the city marina during a special event. This subsection is not  
2 intended to prohibit guide dogs or law enforcement animals during the course of their duties.

3 T. Fires Prohibited. No person shall ignite or control any fire used for cooking, heating,  
4 illumination or any other purpose within or upon any pier, ramp, sidewalk, walkway, parking  
5 lot or other open land area in the city marina. The city may authorize fires within the areas  
6 previously prohibited, only by permit. This section is not intended to prohibit the use of cooking  
7 fires by marina tenants on or adjacent to their vessels with the prior authorization of the  
8 harbormaster.

9 U. Tents Prohibited. Except as authorized by city permit, no person shall erect or cause to be  
10 erected any tent, structure or other shelter within the city marina.

11 V. Regulation of Beverage Containers in the City Marina. Except as authorized and defined  
12 by city permit, no person shall have in their possession or control a beverage container made of  
13 glass or a similar breakable material upon any dock, pier, ramp, finger float, walkway, sidewalk,  
14 promenade, parking lot or other land area within the city marina. This subsection shall not  
15 prohibit any person from the transportation of such container to or from a vessel moored within  
16 the marina.

17 W. Possession or Consumption of Alcoholic Beverages. Except as authorized and defined  
18 by city permit, the possession of an opened alcoholic beverage container or the consumption of  
19 any alcoholic beverage is prohibited upon any sidewalk, promenade, parking lot or other land  
20 area within the city marina. For purposes of this section, if the seal of the beverage container is  
21 broken, it shall be conclusively presumed that the container is open. The general area of  
22 permitted alcohol consumption during special events is identified in Diagram B. This beverage  
23 control area must be clearly delineated by proper signage complete with control area map.  
24 Event staff are responsible for maintaining beverage control within the area. Events may also  
25 provide temporary fencing to control the beverage control area and provide monitoring of all

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26 Ordinance \_\_\_\_  
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1 entrance and exits from the beverage control area. All methods must be approved by the  
2 California Department of Alcoholic Beverage Control and the Suisun City Police Department.

3 X. Disorderly Conduct During a Special Event. Notwithstanding any other provision of law,  
4 the chief of police or his/her representative may order the removal of any person from the city  
5 marina when said persons behavior is disruptive, indecent, offensive to the senses, obstructs the  
6 passage on or the free use of property, or otherwise detracts from the community interest in the  
7 event. Any person who is removed pursuant to this section, who returns to the marina area  
8 within eight hours after removal is guilty of a misdemeanor.

9 Y. It is unlawful for any person to live aboard in the Suisun City marina. The Harbormaster  
10 may grant one (1) exception for the purpose of a night watchman. The night watchman must  
11 maintain good standing and pay all applicable monthly fees as well as keep accurate logs for  
12 all pump out services and provide the log when requested by the Harbormaster.

13 Z. Sub-leasing of a marina berth is not permissible and will result in both parties forfeiting  
14 berthing privileges.

15 AA. Short term rentals are not permitted in marina under any circumstances.

16 (Ord. 647 (part), 1999: Ord. 615 (part), 1999)

17 **21.06.020 - Refuse.**

18 A. Sanitation, Discharge of Refuse, Sewage or Waste Matter in the City Marina. No person  
19 shall throw, discharge, deposit or leave any refuse, sewage, or waste matter of any description  
20 upon or into the waters of the city marina and no person shall discharge or deposit material of  
21 any kind on the banks, walls, sidewalks, piers, floats or shore of any water within the boundaries  
22 of the city marina. The harbormaster may remove materials, garbage, refuse, timber or waste  
23 matter at his/her discretion. The reasonable expense of removing such material shall be paid by  
24 the party responsible for the deposit of same. Nothing in this section is intended to prohibit the  
25 lawful discharge of greywater as defined in this chapter.

26 Ordinance \_\_\_\_  
27 Adopted July 2\_\_\_\_ 2019  
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1 B. Toilets. All vessels with through-hull toilets while in this marina shall be secured and open  
2 to inspection by the harbormaster.

3 C. Fish. No person shall clean fish, cut bait, or place or leave dead animals, fish, shellfish,  
4 bait or other putrefying matter on or along the seawall, jetties, harbor structures, floats, piers or  
5 sidewalk of the city marina.

6 (Ord. 647 (part), 1999; Ord. 615 (part), 1999)

7 21.06.030 - Handling of vessels.

8 A. Mooring. No person shall moor any vessel in the city marina without obtaining permission  
9 from the harbormaster and paying the mooring fees set forth in the city's marina fee schedule.

10 B. Nonliability of City and Agency. Removal of any adrift, abandoned, unsafe or  
11 unauthorized vessel by the harbormaster shall be without liability of the city or the city  
12 redevelopment agency, or the council or the officers, agents or employees thereof,

13 C. Making Fast. No person having charge of any vessel shall make the same fast to any finger  
14 float, walkway, pier or dock other than in his/her berth in the city marina without the consent  
15 of the harbormaster. No person shall make fast any vessel to any other vessel already occupying  
16 any berth or tied alongside any pier, dock or walkway without first obtaining permission of the  
17 harbormaster and the owner of such other vessel. This subsection does not apply to those berths  
18 designated by the harbormaster as "guest berths."

19 D. Tying Up Vessels. Every vessel lying at any berth, side tie, pier, or dock in the city marina  
20 shall be fastened thereto with head and stern lines from bows and quarters in a safe manner.  
21 Proper mooring lines are to be used at all times. Fenders and bumpers other than those  
22 commercially designed for that purpose must be approved by the harbormaster prior to  
23 installation or use.

24 E. Storage and Handling of Gasoline, Petroleum Products or Other Explosive Materials. No  
25 person shall handle, keep, use or sell gasoline, any liquid petroleum products or any explosive

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1 material, other than lubricating oils, on finger floats, piers, docks, or walkways, except at such  
2 places as may be designated by the harbormaster and with the approval of the city fire  
3 department, under such regulations as they may require. Used lubricating oils shall be disposed  
4 of in such a manner as prescribed by the harbormaster.

5 F. Obstructing Vessels. No person shall tie up, moor, or operate a vessel in the city marina  
6 in such a manner as will prevent or obstruct the passage of other vessels or voluntarily or  
7 carelessly sink any vessel, or float loose timbers, logs, or piles in such a manner as to obstruct,  
8 impede, or create a menace to navigation.

9 G. Movement of Vessels. Movement of vessels within the city marina between rows of berths  
10 shall be for the purpose of entering or leaving a berth only. Any other movement of vessels  
11 between the berths shall be prohibited.

12 (Ord. 647 (part), 1999: Ord. 615 (part), 1999)

13 **21.06.040 - Regulation of structures.**

14 A. Dock Boxes, Boarding Platforms, Etc. No structure, including dock boxes, boarding  
15 platforms, etc., may be erected or placed upon any pier, float or walkway without approval of  
16 the harbor-master.

17 B. Construction and Extensive Maintenance of Boat in Berth. No person shall make major  
18 repairs or engage in other than minor maintenance of boats except in authorized areas. The  
19 following activities are prohibited any place in the city marina, except as authorized:

- 20 1. Spray painting.
- 21 2. Construction on a boat resulting in debris creating a nuisance to other persons.
- 22 3. Construction activities on floats, piers or walkways that create a nuisance or block  
23 passageways.

24 C. Stowage of Dinghies, Skiffs and Gear. No person shall stow or maintain dinghies, skiffs,  
25 boxes, materials including any flammable material, boat equipment or other personal property

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1 on piers, docks, finger floats, or walkways.

2 D. Steps. Any steps used for access to a boat must not intrude into more than one-third the  
3 width of the finger to which the vessel is moored, and must be of lightweight construction and  
4 not used as a storage locker. Any steps or structures intruding into the aisle width required by  
5 California Code of Regulations, Title 24 shall be immediately removed by the owner or the  
6 harbormaster.

7 E. No person shall cause any mooring line, water hose, electrical cable or other service line  
8 to extend across a main walkway or cause any obstacles such as ladders, tools, canvas, or other  
9 materials or equipment to obstruct free passage along any walkway, finger float or gangway or  
10 create any hazardous condition which could cause accident or injury.

11 F. No person shall place, erect install or use any light fixtures in such manner as to constitute  
12 a hazard to operators of vessels in navigating during the hours of darkness.

13 G. No part of any vessel shall extend beyond the end of any berth or over the main walkway  
14 without the permission of the harbormaster, including but not limited to boats with davits,  
15 booms, boomkin or bowsprit.

16 H. No person shall build, construct, erect, extend, or locate within, upon or over the waters  
17 of the city marina any float, pier, landing, wharf, open pile structure or device or structure of  
18 whatsoever kind or nature without first obtaining the approval of the harbormaster and securing  
19 the necessary permits from the city.

20 (Ord. 647 (part), 1999; Ord. 615 (part), 1999)

21 **21.06.050 - Parking in marina areas.**

22 A. Permission from the harbormaster must be obtained prior to parking any vehicle, trailer  
23 or boat in the parking areas within the city marina for a period exceeding seventy-two  
24 consecutive hours. If permission is not requested or granted, the vehicle, trailer or boat may be  
25 cited and removed from the marina area at the owner's expense.

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1 B. Any vehicle, trailer, or boat/trailer combination parked in restricted areas, in limited  
2 parking areas beyond the allowed time, or in driveways, walks, or breezeways, may be cited  
3 and removed from the city marina at the owner's expense.

4 C. Repair(s) to a vehicle anywhere in the city marina is prohibited except those emergency  
5 repairs deemed necessary for removing the vehicle by the harbormaster.

6 D. The use of all bicycles, skateboards, in-line or roller skates, or similar devices and motor  
7 driven or sail-propelled vehicles, except wheelchairs for the disabled, city maintenance and  
8 police vehicles, is prohibited on any, ramp, pier, dock, finger float or walkway as previously  
9 defined, in the city marina, other than in areas so designated for their specific use.

10 E. The parking lot adjacent to the launch ramp shall be reserved for motor vehicles carrying  
11 or towing boats or boat trailers.

12 (Ord. 647 (part), 1999: Ord. 615 (part), 1999)

13 21.06.060 - Boat launch.

14 Vessel Launch and Retrieval. No person driving a vehicle or operating a vessel shall violate  
15 any authorized signs indicating which ramp/lane is designated for launching or retrieval.

16 (Ord. 647 (part), 1999: Ord. 615 (part), 1999)

17 **21.06.070 - Overnight camping in marina land areas prohibited.**

18 Use of marina land areas for overnight camping or sleeping is prohibited. The director may  
19 authorize camping during special events only if the event contributes significantly to the benefit  
20 or betterment of the community.

21 (Ord. 647 (part), 1999: Ord. 615 (part), 1999)

22 **21.06.080 - Solicitation and advertising.**

23 A. Solicitation of patronage for private or commercial business in the marina without a permit  
24 is prohibited pursuant to Suisun City Municipal Code Chapter 5.04 as amended from time to  
25 time.

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1 B. The harbormaster may establish and maintain bulletin boards for posting commercial and  
2 noncommercial literature. Literature may not be posted in any other place within the marina  
3 except as designated by the harbormaster.

4 C. No distribution of commercial or noncommercial literature (brochures, pamphlets or other  
5 material) is permitted in the marina area at any point more than six feet from any trash, litter or  
6 refuse receptacle. Such receptacle may be furnished by the distributor of the literature.

7 D. No person shall row, propel, navigate or maintain any vessel or float in the marina for the  
8 purpose of advertising.

9 E. No sign advertising a commercial use not conducted on a vessel shall be displayed on any  
10 vessel, float, dock or other structure. Properly licensed commercial vessels operating from the  
11 marina may have the vessel's name, telephone number and message displayed on the vessel on  
12 a signboard to be approved by the planning department, planning commission or the council.

13 F. A vessel may display a sign not to exceed two square feet advertising said vessel for sale.  
14 No other signs for the purpose of advertising or display shall be placed on any vessel in the  
15 marina, except as authorized.

16 G. Any individual, organization or sub lessee thereof that provides any services related to  
17 this marina, or operates a business in the marina must possess a valid city business license in  
18 accordance with Suisun City Municipal Code Title 5. The city shall not enter into any such  
19 lease that does not include a provision requiring any such individual, organization or sub lessee  
20 to pay to the city marina either a percentage of the individual's, organization's or sub lessee's  
21 gross receipts or a yearly flat fee.

22 (Ord. 647 (part), 1999: Ord. 615 (part), 1999)

23 **Chapter 21.08 - RATES**

24 Sections:

25

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1 21.08.010 - Marina rent and charges.

2 A. The city council is authorized to adopt from time to time a schedule of marina fees  
3 ("schedule") establishing the rates for services, supplies, municipal berth rents, mooring rents,  
4 and associated fees pertaining to the city marina. The schedule, as amended from time to time,  
5 shall be on file in the city clerk's office at all times and posted in a conspicuous place in the city  
6 harbormaster building.

7 B. No person shall berth any vessel at any berth or at the guest dock within the city marina  
8 without an executed berth agreement and payment of all charges and fees to the harbormaster.  
9 Such agreement, except an agreement for temporary berthing or storage of a vessel, shall  
10 include a declaration from the owner that the marina is the situs for his vessel for purposes of  
11 levying taxes on such vessel by the Solano County tax assessor, and every such owner is  
12 required to maintain a copy of insurance on said vessel as specified in the berth agreement.

13 C. Applications for berths in the city marina shall be made only upon forms furnished by the  
14 harbormaster and shall be accompanied by a fee established by the city council ("application  
15 fee") for such berth agreement.

16 D. The berthing of vessels in the city marina shall be subject to the direction and control of  
17 the harbormaster, who shall determine the admissibility of vessels to the marina dependent on  
18 type, condition, size, availability of berthing space and compliance with this chapter.

19 E. The harbormaster shall maintain waiting lists based on berth lengths, with names to be  
20 placed on such lists in the order of receipt of application. Berth space shall be granted from the  
21 waiting list in order as space becomes available; provided, however, that if a space becomes  
22 available and there are no names on the appropriate waiting list, the harbormaster shall have  
23 discretion to offer such space to the top person on the next most appropriate waiting list.

24 F. If a boat is owned by more than one individual at the time of berth assignment, the joint  
25 owners shall designate an agent to act on their behalf. All owners are each responsible for

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Adopted July 2\_\_\_\_ 2019  
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1 payment of fees and vessel condition.

2 (Ord. 647 (part), 1999: Ord. 615 (part), 1999)

3 **21.08.020 - Penalties.**

4 A. Any person violating any of the provisions of this title shall be guilty of an infraction,  
5 punishable by fines as authorized by Government Code Section 36900. Said fine is not to  
6 exceed one hundred dollars for the first conviction; two hundred dollars for a second conviction  
7 within one year; and five hundred dollars for a third or subsequent conviction within one year.  
8 Upon conviction, each day on which any violation of this title is committed or permitted, may  
9 be considered a separate offense, punishable as specified by this section.

10 B. Violation of any provision or regulation in this title by any person may, by resolution of  
11 the city council, result in the person being ordered by the city to immediately remove his/her  
12 vessel from the marina and forfeiture of any fees paid. If the person fails to comply with such  
13 order the city may remove and store the boat at the person's expense. Any expense incurred by  
14 the city in the removal and storage of said vessel shall be paid in full to the city prior to release  
15 of the boat.

16 C. Appeals. Any dispute over a staff decision pursuant to this title which is administrative,  
17 discretionary or otherwise non-criminal, may be appealed by the impacted party to the manager.  
18 Any such appeal shall be in writing and shall be delivered to the office of the manager within  
19 ten days of the originating action. The manager shall respond to the appeal in writing within  
20 ten days. This subsection shall not be applicable in instances in which a citation or notice to  
21 appear has been issued.

22 (Ord. 647 (part), 1999: Ord. 615 (part), 1999)

23 **Chapter 21.10 - MARINA MAPS**

24 **Sections:**

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27 Adopted July 2\_\_\_\_ 2019  
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1 **21.10.010 - Diagram A—City marina.**

2 A. 1. Land Area. The marina land areas include all real property from the foot of the  
3 shoreline protection to the exterior of the landscape areas bordered generally by west curb of  
4 Civic Center Boulevard to the east, the south easement of State Route 12 to the north, the west  
5 sidewalk of Main Street, the south curb of Morgan Street and the west curb of Kellogg Street,  
6 to the west. This area includes all parks, wetlands, city hall, the public promenade, parking lots,  
7 the rail station and plaza and all other marina related property controlled by the city and the  
8 redevelopment agency.

9 2. Public Promenade. The public promenade is the improved sidewalk that borders and  
10 encompasses the marina water's edge within the defined marina land area.

11 B. 1. Water Area. The city marina area includes all water areas within the Suisun Channel  
12 and the Suisun Slough from the city limits to the south to the turn basin in the north. The city  
13 marina includes all improvements and structures operating as a municipal boat berth and launch  
14 ramp facility on the east and west shores of the Suisun Channel.

15 2. Visitor Docks. The visitor docks are the non-berthed areas along the walkway immediately  
16 in front of the yacht club on the east side of the Suisun Channel and the public plaza on the  
17 west side of the Suisun Channel.

18 C. The attached diagram is described as Diagram A, and depicts the city public marina areas.  
19 (Ord. 647 (part), 1999; Ord. 615 (part), 1999)

20 **21.10.020 - Diagram B—Special event beverage control area.**

21 A. Land Area. During special events the beverage control area is generally defined as within  
22 the area of the marina plaza bordered by the south curb of Solano Street to the south, the north  
23 curb prolongation of Sacramento Street to the north from water's edge to the exterior of the  
24 landscape areas, excluding any parking areas. This area may be expanded or contracted as  
25 necessary at the time an event permit is issued, to be determined generally by the size and type

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1 of the event.

2 **B.** The attached diagram is described as Diagram B, and depicts the marina beverage control  
3 area.

4 (Ord. 647 (part), 1999; Ord. 615 (part), 1999)

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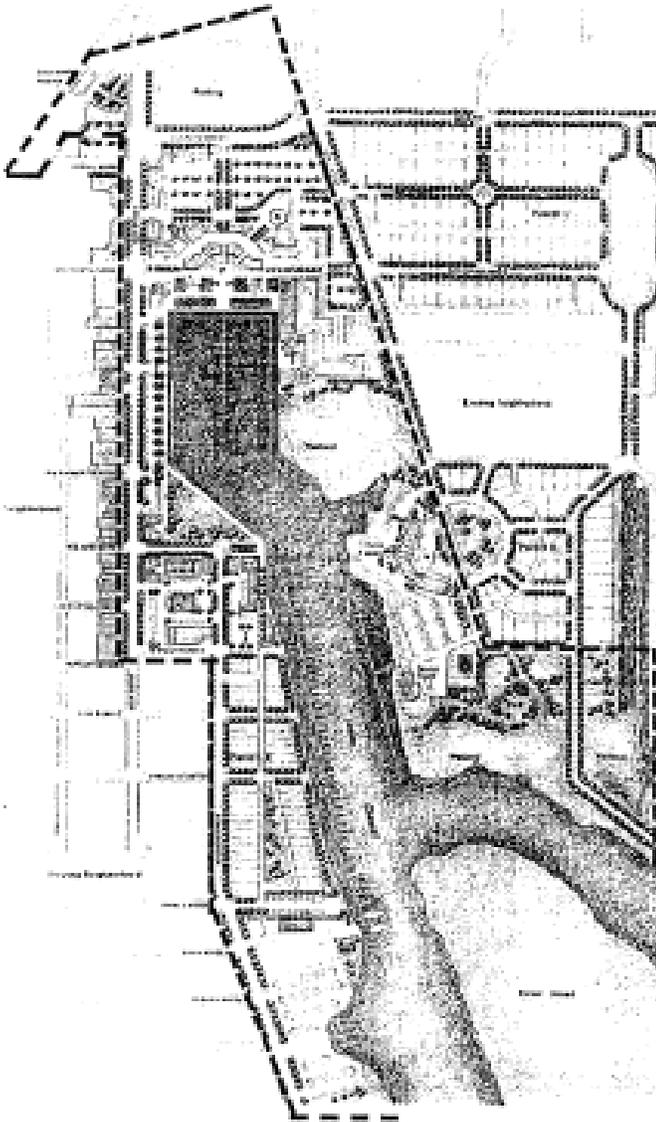
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DIAGRAM "A" - SUISUN CITY MARINA

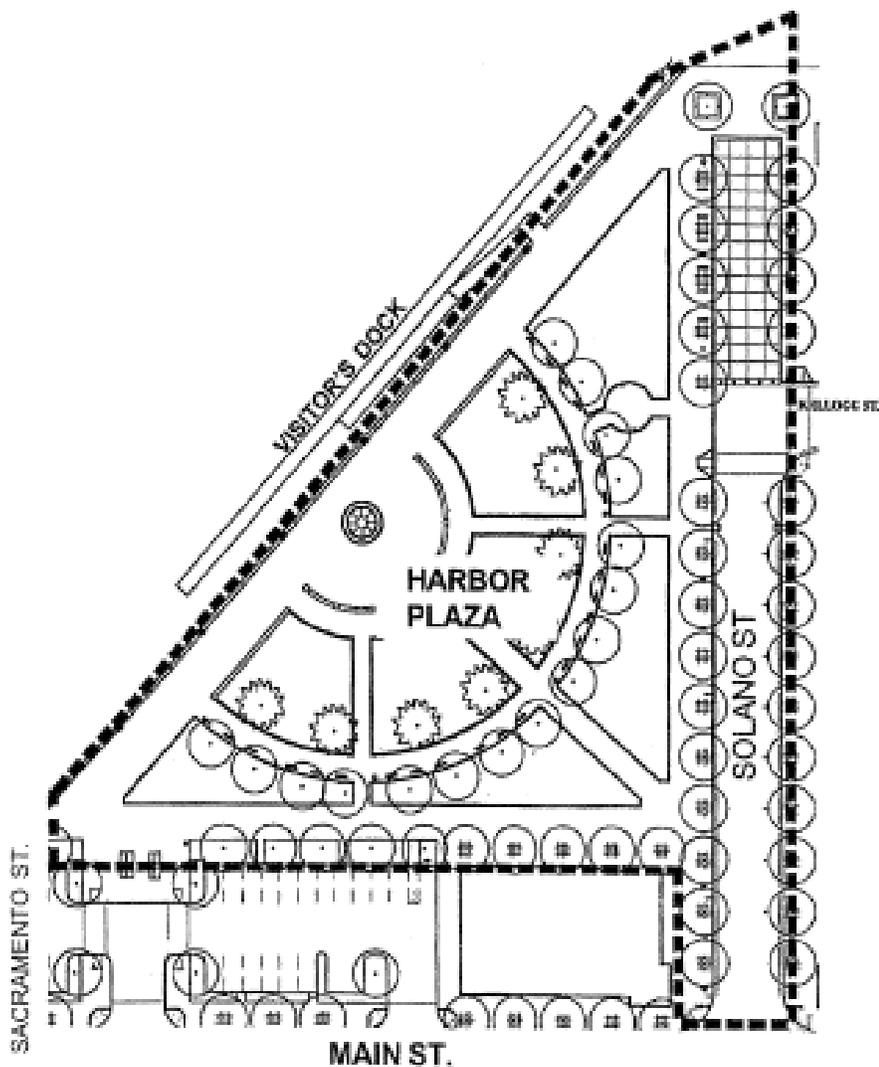
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DIAGRAM "B"  
BEVERAGE CONTROL AREA



Ordinance \_\_\_\_  
Adopted July 2, \_\_\_\_ 2019  
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**PASSED, APPROVED, AND ADOPTED** as an Ordinance at a regular meeting of the City Council of the City of Suisun City, California, on this \_\_\_\_ day of July 2019.

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

**ATTEST:**

\_\_\_\_\_  
Linda Hobson, CMC  
City Clerk

**CERTIFICATION**

I, Linda Hobson, City Clerk of the City of Suisun City, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council on July 2, 2019 and passed, approved, and adopted by the City Council of the City of Suisun City at a regular meeting held on the \_\_\_\_ day of July 2019 by the following vote:

**AYES:** Councilmembers:  
**NOES:** Councilmembers:  
**ABSENT:** Councilmembers:  
**ABSTAIN:** Councilmembers:

**WITNESS** my hand and the seal of said City this \_\_\_\_ day of July 2019.

\_\_\_\_\_  
Linda Hobson, CMC  
City Clerk

Ordinance \_\_\_\_  
Adopted July 2\_\_\_\_ 2019  
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## AGENDA TRANSMITTAL

**MEETING DATE:** July 30, 2019

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**CITY AGENDA ITEM:** Authorizing the Mayor to Execute a Letter of Support for the Sonoma-Marín Area Transit (SMART) Study Round Two for State Route (SR) 37 Rail.

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**FISCAL IMPACT:** There would be a no fiscal impact to the City.

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**STAFF REPORT:** The Solano Transportation Authority (STA) has requested the City of Suisun City to formally support SMART's efforts to establish a ridership and feasibility study, National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) review, and preliminary engineering report for the extension of passenger rail services from Novato to Suisun City. This project would provide a critical transit link between Novato and Suisun City.

This proposed project would support the 2018 State Rail Plan's goal to develop state-wide transportation network to connect local and regional transit systems. STA is simultaneously utilizing grant funds provided by CalSTA to evaluate the connection of SolanoExpress bus service to proposed rail stations throughout Solano and Napa Counties.

A public passenger rail service between the Novato area and the City of Suisun City is currently unavailable. This passenger rail system would provide an alternative route for travelers to and from Solano County. This option would greatly diminish the traffic congestion along the SR 37.

With the success of transit systems built from the ground up, SMART has efficiently established their ability to implement a passenger rail service. For these reasons, the Council is being asked to provide the attached letter of support to SMART.

---

**STAFF RECOMMENDATION:** It is recommended that the City Council Authorize the Mayor to Execute a Letter of Support for the Sonoma-Marín Area Transit (SMART) Study Round Two for State Route (SR) 37 Rail.

---

**ATTACHMENTS:**

1. Letter of Support for the Sonoma-Marín Area Transit (SMART) Study Round Two for State Route (SR) 37 Rail executed and signed by the Mayor.

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**PREPARED BY:**

Greg Folsom, City Manager

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CITY COUNCIL

Lori Wilson, Mayor  
Michael A. Segala, Mayor Pro-Tem  
Anthony Adams  
Jane Day  
Wanda Williams



CITY COUNCIL MEETING

First and Third Tuesday  
Every Month

**CITY OF SUISUN CITY**

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

July 30, 2019

David S. Kim, Secretary  
Chad Edison, Deputy Secretary  
California State Transportation Agency (CalSTA)  
915 Capitol Mall, Suite 350B  
Sacramento, CA 95814

**SUPPORT LETTER – SONOMA-MARIN AREA TRANSIT (SMART) STUDY ROUND 2 FOR STATE ROUTE (SR) 37 RAIL**

Dear Secretary Kim and Deputy Secretary Edison,

On behalf of the City of Suisun City, I am writing to convey our City Council support for efforts to study and potentially add passenger rail service between Novato and Suisun City. With few east-west connections in the North Bay, this new rail line would greatly enhance the connectivity and economic vitality in the Bay Area and provide much needed congestion relief along the State Route 37 (SR 37) corridor, as well as relieving congestion on parts of Interstate 80 (I 80) and State Route 12 (SR 12)

The recently released Sonoma-Marin Area Transit (SMART) District's report on the technical feasibility of implementing passenger rail service between Novato and Suisun City provided many positive indicators that this new service could be feasible. A passenger rail system along the SR 37 corridor would provide a currently unavailable transportation alternative for people traveling to and from Solano County. The project supports the 2018 State Rail Plan's goals of developing a state-wide transportation network that connects local and regional transit systems. Concurrently, the Solano Transportation Authority, utilizing grant funding provided by CalSTA, is evaluating the potential for connecting SolanoExpress bus service to proposed rail stations in Solano serving Solano and Napa counties identified in the feasibility study.

As the Bay Area continues to become more and more unaffordable, eastern Solano County is attracting more Bay Area transplants who are seeking an affordable lifestyle, but need to commute west for their employment. This migration to Solano County is putting strains on the freeway/highway system and alternatives need to be considered.

DEPARTMENTS: AREA CODE (707)

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

The Suisun City train station currently serves the Capitol Corridor Amtrak line and has connectivity to the Fairfield Solano Transit (FAST) bus system for local bus service and to Greyhound for intercity or longer distance bus service. The Suisun City train station has parking available and we have opportunities for additional parking. The train station is just minutes from downtown Fairfield and we are looking at using SB 2 funds to plan for possibly hundreds of new housing units within a half-mile of the transit center.

Suisun City supports the funding of the next phase to advance this project, specifically funding a ridership study, NEPA/CEQA review, and preliminary engineering. With a successful track record of building a new transit service from the ground up, SMART has demonstrated the ability to effectively and efficiently implement a passenger rail service. This project is well positioned to provide a critical transit link between Novato and Suisun City, where one currently does not exist.

Thank you for funding the SMART rail feasibility study from Novato to Suisun City and for your vision of expanding and integrating Solano County into the state-wide rail system.

Sincerely,

Mayor Lori Wilson  
Suisun City

**AGENDA TRANSMITTAL**

**MEETING DATE:** July 30, 2019

---

**AGENDA ITEM:** Adoption of Resolution No. 2019-\_\_\_: Designating Certain Officers and Employees with Arrest and Citation Authority.

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**FISCAL IMPACT:** None.

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**BACKGROUND:**

Section 1.08.060 C of the Suisun City Code provides that the City Council shall designate by resolution officers and employees of the City who may exercise the arrest and citation authority provided for in Section 1.08.060 C of the Suisun City Code.

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**STAFF REPORT:**

The fire department is asking for Section 1.08.060 C of the Suisun City Municipal Code to be adjusted to grant the Fire Chief similar power as stated for the Police Chief as an enforcement officer. This will allow the Fire Chief to designate key sworn and non-sworn employees with ability to enforce the fire code in Suisun City. It will also allow non-fire investigators (Fire Captains) to enforce the fire code.

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**STAFF RECOMMENDATION:**

It is staff's recommendation that the City Council adopt Resolution No. 2019-\_\_\_: Designating certain Officers and Employees with Arrest and Citation Authority.

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**ATTACHMENTS:**

1. Resolution No. 2019-\_\_\_: Designating Certain Officers and Employees with Arrest and Citation Authority

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**PREPARED BY:**

**REVIEWED/APPROVED BY:**

Justin Vincent, Fire Chief  
Greg Folsom, City Manager

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN  
CITY DESIGNATING CERTAIN OFFICERS AND EMPLOYEES WITH  
ARREST AND CITATION AUTHORITY**

**WHEREAS**, California Penal Code section 836.5 permits an employee of the City when authorized by ordinance, to arrest and issue a citation to a person when they have reasonable cause to believe the person arrested has committed a misdemeanor or infraction violation of a law they have a duty to enforce; and

**WHEREAS**, Section 1.08.060 C of the Suisun City Code provides that the City Council shall designate by resolution the authorized officers and employees of the City who may exercise the arrest and citation authority provided for in Section 1.08.060; and

**NOW, THEREFORE**, be it here resolved the City Council of Suisun City hereby authorizes the following officers or employees to exercise arrest and citation authority pursuant to section 1.08.060 of the Suisun City Code:

<u>Class Title</u>	<u>Department</u>
Fire Chief	Fire
Fire Division Chief	Fire
Fire Administrative Captain	Fire
Fire Captain	Fire

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 30<sup>th</sup> day of July 2019, 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 30<sup>th</sup> day of July 2019.

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

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## AGENDA TRANSMITTAL

**MEETING DATE:** July 30, 2019

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**AGENDA ITEM:** Adoption of Resolution No. 2019-\_\_\_\_: Recognizing and Approving the Suisun City Fire Department Fire Investigations Unit in Accordance with Federal Law, State Law, City Ordinances, and the City Adopted California State Fire Code.

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**FISCAL IMPACT:**

There is no fiscal impact associated with recognizing the roles and duties of the Suisun Fire Department and its members for the purpose of fire investigations and fire code enforcement in Suisun City.

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**BACKGROUND:**

The Suisun City Fire Department is recognized as an all-risk/all-hazards fire department serving the citizens of Suisun City with fire prevention, fire suppression, emergency medical services, and emergency/disaster management services. Under the role of fire prevention, the Suisun City Fire Department has the responsibility under the fire code to enforce the fire code and investigate the cause and origins of fires in Suisun City.

The Fire Chief, by California State Fire Code, is designated as the head fire official for the City of Suisun City. Suisun City Fire Code section 104.1 states “the fire code official is hereby authorized to enforce the provisions of this code and shall have the authority to render interpretations of this code, and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions.” Suisun City Fire Code section 103.1 grants the fire official the authority to appoint a deputy fire code official, other related technical officers, inspectors and other employees.

Suisun City Fire Code section 104.10 states, “the fire code official, the fire department or other responsible authority shall have the authority to investigate the cause, origin and circumstances of any fire, explosion or other hazardous condition.” The State of California recognizes that fire department employees whose responsibility is to investigate fires are considered sworn peace officers with a limited scope granted by CA Penal Code § 830. California Penal Code § 830.37 (b) states that “Members other than members of an arson-investigating unit, regularly paid and employed in that capacity, of a fire department or fire protection agency of a county, city, city and county, district, or the state, if the primary duty of these peace officers, when acting in that capacity, is the enforcement of laws relating to fire prevention or fire suppression. The primary duties authorized by PC 830.37 are as follows: detection and apprehension of persons who have violated any fire law or committed insurance fraud and enforcement of laws relating to fire prevention or fire suppression.

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**PREPARED BY:**

Justin Vincent, Fire Chief

**REVIEWED/APPROVED BY:**

Greg Folsom, City Manager

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**STAFF REPORT:**

The Fire Department is an all-risk/ all-hazards fire department facing new challenges on a daily basis. The department must adapt to this constantly evolving environment. The Fire Chief is currently conducting fire investigations, but is limited in his scope of practice as he is not considered a duly sworn peace officer. This hampers the department's ability to properly investigate suspected arsons. Without the ability to question witnesses or suspects, the workload is placed on our already taxed Police Department Detectives.

The Fire Department currently has two members that are fully certified by the California State Fire Marshal and California State Commission on Peace Officer Standards and Training (POST). Both have completed the PC832 and are capable of fulfilling their limited enforcement roles as they pertain to fire code enforcement in Suisun City. There are also two additional staff that are receiving the necessary fire investigations and POST training to become certified investigators for the Fire Department.

During 2019, there have been multiple arsons and attempted arsons in Suisun City. The 4<sup>th</sup> of July celebrations in Suisun City brought a massive amount of fire code violations in the form of illegal fireworks. The transient and homeless population in Suisun City have started multiple illegal fires in the city. By adopting this resolution and recognizing this role and responsibility in the Suisun City Fire Department, the City Council will be giving staff the ability to bring stricter enforcement for fire code violations and begin the progressive process of community risk reduction in Suisun City.

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**STAFF RECOMMENDATION**

It is staff's recommendation that the City Council Adoption of Resolution No. 2019-\_\_\_\_: Recognizing and Approving the Suisun City Fire Department Fire Investigations Unit in Accordance with Federal Law, State Law, City Ordinances, and the City Adopted California State Fire Code.

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**ATTACHMENTS:**

1. Resolution 2019-\_\_\_\_: Recognizing and Approving the Suisun City Fire Department Fire Investigations Unit in Accordance with Federal Law, State Law, City Ordinances, and the City Adopted California State Fire Code.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY RECOGNIZING AND APPROVING THE SUISUN CITY FIRE DEPARTMENT FIRE INVESTIGATIONS UNIT IN ACCORDANCE WITH FEDERAL LAW, STATE LAW, CITY ORDINANCES, AND THE CITY ADOPTED CALIFORNIA STATE FIRE CODE.**

**WHEREAS**, the City of Suisun City has a full-service, all-risk fire department, authorized to carry out all duties assigned by state law and local ordinance; and

**WHEREAS**, the Fire Chief of Suisun City is the appointed head fire code official of the City, in line with the City adopted 2016 California Fire Code; and

**WHEREAS**, section 103.3 of the California Fire Code, states the “fire code official shall have the authority to appoint a deputy fire code official, other related technical officers, inspectors and other employees;” and

**WHEREAS**, section 104.1 of the California Fire Code states the “the fire code official is hereby authorized to enforce the provisions of this code and shall have the authority to render interpretations of this code, and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions;” and

**WHEREAS**, section 104.11 of the California Fire Code states, “The fire chief or officer of the fire department in charge at the scene of a fire or other emergency involving the protection of life or property, or any part thereof, shall have the authority to direct such operation as necessary to extinguish or control any fire, perform any rescue operation, investigate the existence of suspected or reported fires, gas leaks or other hazardous conditions or situations, or take any other action necessary in the reasonable performance of duty;” and

**WHEREAS**, section 104.10 of the California Fire Code states, “The fire code official, the fire department or other responsible authority shall have the authority to investigate the cause, origin and circumstances of any fire, explosion or other hazardous condition;” and

**WHEREAS**, Suisun City Fire Investigators are considered Duly Sworn and authorized as limited scope peace officers under the authority granted by California Penal Code § 830.37; and

**WHEREAS**, the California Penal Code § 830.37 (a) states that “Members of an arson-investigating unit, regularly paid and employed in that capacity, of a fire department or fire

1 protection agency of a county, city, city and county, district, or the state, if the primary duty of  
2 these peace officers is the detection and apprehension of persons who have violated any fire law  
3 or committed insurance fraud;” and

4 **WHEREAS**, the California Penal Code § 830.37 (b) states that “Members other than  
5 members of an arson-investigating unit, regularly paid and employed in that capacity, of a fire  
6 department or fire protection agency of a county, city, city and county, district, or the state, if the  
7 primary duty of these peace officers, when acting in that capacity, is the enforcement of laws  
8 relating to fire prevention or fire suppression;” and

9 **WHEREAS**, Suisun City Fire Department Fire Investigators whose duties include  
10 investigations, fire code enforcement, and arson penal code enforcement are qualified law  
11 enforcement officers in-line with 18 U.S.C.§ 926B; and

12 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
13 CITY OF SUISUN CITY, AS FOLLOWS:**

14 **Section 1.** The Recitals set forth above are true and correct, and incorporated  
15 herein by this reference.

16 **Section 2.** The City Council of the City of Suisun City finds that the Suisun City  
17 Fire Department fire investigators shall be formally recognized as duly sworn peace officers  
18 with limited law enforcement capability in order to enforce the California Fire Code and the  
19 fire related penal codes in the City of Suisun City in line with local, state, and federal laws.

20 **PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of  
21 Suisun City duly held on Tuesday, the 30<sup>th</sup> day of July 2019, by the following vote:

22 **AYES:** Council Members: \_\_\_\_\_  
23 **NOES:** Council Members: \_\_\_\_\_  
24 **ABSENT:** Council Members: \_\_\_\_\_  
25 **ABSTAIN:** Council Members: \_\_\_\_\_

26 **WITNESS** my hand and the seal of said City this 30<sup>th</sup> day of July 2019.

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

# A G E N D A

## SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, JUNE 25, 2019

5:30 P.M.

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

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### **NOTICE**

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

### **ROLL CALL**

Council Members

### **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.)*

### **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**

City Council

1. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager  
Employee organization: SCPOA (Suisun City Police Officers' Association).
2. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager  
Employee organization: SCEA (Suisun City Employees' Association).
3. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager  
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 agendaized 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 June 25, 2019 was posted and available for review, in compliance with the Brown Act.

# 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, JUNE 25, 2019

7:00 P.M.

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

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#### **NOTICE**

*Pursuant to Government Code Section 54953, Subdivision (b), 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 Wilson called the meeting to order at 7:03 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

Pledge of Allegiance was led by Council Member Wanda Williams.

Invocation was given by City Manager Folsom.

#### **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.)*

George Guynn expressed concern about the green energy and the Marin County Energy Joint Powers Agreement.

#### **CONFLICT OF INTEREST NOTIFICATION - None**

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

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

1. Solano Countywide Pothole Report 2019.

#### **PRESENTATIONS/APPOINTMENTS**

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

2. Committee Appointments. (City Council).
  - a. Environment and Climate Committee.

**Motioned by Mayor Wilson and seconded by Council Member Adams to appoint Leah Glass-Anderson as Council Member Segala's appointment to the Environment and Climate Committee. Motion carried unanimously by the following roll call vote:**

**AYES: Council Members Adams, Day, Segala, Williams, Wilson**

**Motioned by Mayor Wilson and seconded by Council Member Adams to appoint Council Member Adams as the Council's appointment to the Environment and Climate Committee. Motion carried unanimously by the following roll call vote:**

**AYES: Council Members Adams, Day, Segala, Williams, Wilson**

3. Recognition of Suisun City Interim Police Chief Scott Paulin.
4. Update on the Public Safety Power Shutoff (PSPS) Program by John Costa, Government Relations/Public Affairs at Pacific Gas and Electric Company.

George Guynn, Raymond Klein, and Linda Hobson expressed concerns and asked questions about food loss, the necessity to shut off, safety issues, and security issues. Mr. Costa will report back on questions he couldn't answer.

### **CONSENT CALENDAR**

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

#### **City Council**

5. Council Adoption of Resolution No. 2019-67: Identifying the Terms and Conditions for Fire Department Response Away from Their Official Duty Station and Assigned to an Emergency Incident - (Vincent).
6. Council Adoption of Resolution No. 2019-68 Authorizing the City Manager to Allow the Chief Fire Officers to Deploy in Strike Teams and Collect Overtime on Assignments where Reimbursements Will Occur Under the California Fire Assistance Agreement - (Vincent).
7. Council Adoption of Resolution No. 2019-69: Authorizing the City Manager to Execute a Contract with Questica for Budget and Transparency Software and Services - (Folsom/Dingman/Corey).
8. Council Adoption of Resolution No. 2019-70: Authorizing the City Manager to Execute a Lease-To-Own Purchase Agreement with Motorola Solutions, INC. for Portable and Mobile Radios for the Fire Department - (Folsom).

#### **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 May 7, 2019 (Corrected Minutes Continued from May 21, 2019), May 14, 2019, May 21, 2019 and May 28, 2019 – (Hobson).

**Council Member Segala pulled Items 5 and 6 for discussion.**

**Motioned by Council Member Adams and seconded by Council Member Williams to approve Consent Calendar Items 7, 8 and 9. Motion carried unanimously by the following roll call vote:**

**AYES: Council Members: Adams, Day, Segala, Williams, Wilson**

**Item 5**

**Motioned by Council Member Day and seconded by Council Member Segala to adopt Resolution No. 2019-67. Motion carried unanimously by the following roll call vote:  
AYES: Council Members: Adams, Segala, Day, Williams, Wilson**

**Item 6**

**Motioned by Council Member Williams and seconded by Mayor Wilson to adopt Resolution No. 2019-68. Motion carried unanimously by the following roll call vote:  
AYES: Council Members: Adams, Segala, Day, Williams, Wilson**

**PUBLIC HEARINGS**

**GENERAL BUSINESS**

City Council

10. Council Consideration of Resolution No. 2019-71: Setting Meeting Time for Regular City Council Meetings - (Folsom).

George Guynn preferred leaving time at 7:00 PM.

**Motioned by Council Member Adams and seconded by Council Member Williams to adopt Resolution No. 2019-71. Motion carried by the following roll call vote:**

**AYES: Council Members: Adams, Williams, Wilson**

**NOES: Council Members: Day, Segala**

11. Police Department and Fire Department Annual Reports - (Paulin/Vincent).

George Guynn stated code enforcement was important and suggested medical calls could be handled differently.

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

12. a. Council/Boardmembers

Council Member Day reported homeless encampment again on Crystal School lot and asked why bingo was cancelled at Senior Center.

**Consensus of Council of Council was to direct staff to give a report on the senior programs.**

Council Member Adams reported attending the League of Cities Executive Conference, found it very informative and learned more about what other cities are doing with cannabis.

Council Member Williams reported homeless encampment on Sunset Avenue and multiple vehicles at the corner of Railroad Avenue and Blossom.

Council Member Segala stated there would be a concert at 9:00 AM at the Harbor Theater as part of the 4<sup>th</sup> of July celebration and reported illegal fireworks were being used at the corner of Blossom and Pintail.

- b. Mayor/Chair

Mayor Wilson reported:

- League of Cities Executive Conference should be attended by new council members and would give a full report later;
- Attending the National Parent Leadership Training in Merced;
- Clean Team would be Saturday 8-11 at Highway 12 and Marina;
- July 1 at 11:00 AM would be the groundbreaking for the new hotel.

13. City Manager/Executive Director/Staff

City Manager Folsom reported the Friday Night Concerts, Movie Nights and Jazz in the Park had started and would be continuing this weekend.

**PUBLIC COMMENT - None**

*(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)*

**ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 9:47 PM.

---

Linda Hobson, CMC  
City Clerk

## M I N U T E S

### SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, JULY 2, 2019

6:00 P.M.

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

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#### **NOTICE**

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

#### **ROLL CALL**

Mayor Wilson called the meeting to order at 6:00 PM with the following Council / Board Members present: Adams, Day, Williams, Wilson. Council Member Segala was absent.

#### **PUBLIC COMMENT - None**

*(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)*

#### **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**

##### City Council

1. CONFERENCE WITH LABOR NEGOTIATOR  
     Agency negotiator: City Manager  
     Employee organization: SCPOA (Suisun City Police Officers' Association).
  
2. CONFERENCE WITH LABOR NEGOTIATOR  
     Agency negotiator: City Manager  
     Employee organization: SCEA (Suisun City Employees' Association).
  
3. CONFERENCE WITH LABOR NEGOTIATOR  
     Agency negotiator: City Manager  
     Employee organization: SCMPEA (Suisun City Management and Professional Employees' Association).

**6:01 PM – Mayor Wilson recessed the meeting to Closed Session.**

#### **CONVENE OPEN SESSION**

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

**6:30 PM – Mayor Wilson reconvened the meeting and stated no action was taken in Closed Session.**

**ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 6:30 PM.

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Linda Hobson, CMC  
City Clerk

# MINUTES

## REGULAR MEETING OF THE SUISUN CITY COUNCIL

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

AND HOUSING AUTHORITY

TUESDAY, JULY 2, 2019

6:30 P.M.

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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:  
Council/Board Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585.*

### **ROLL CALL**

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

Pledge of Allegiance was led by Council Member Adams.

Invocation was given by City Manager Folsom.

### **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.)*

George Guynn. spoke about the gas tax increase and stated California has the highest gas tax in the nation.

### **CONFLICT OF INTEREST NOTIFICATION - None**

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

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

1. Senior Programming - (Loftus)
2. Update on Found It Facility Use - (Loftus)

### **PRESENTATIONS/APPOINTMENTS**

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

3. Committee Appointments. (Wilson).
  - a. Public Safety Committee.

**The Police Officers Association recommended appointing Eric Vera, and Mayor Wilson recommended appointing Stephanie Perry.**

**Motioned by Mayor Wilson and seconded by Council Member Williams to appoint the above recommendations to the Public Safety Committee. Motion carried by the following roll call vote:**

**AYES: Council Members: Adams, Day, Williams, Wilson**  
**ABSENT: Council Member Segala**

4. Committee Appointments. (City Council).
  - a. Environment and Climate Committee.

**Council Member Day recommended appointing George Guynn.**

**Motioned by Council Member Day and seconded by Council Member Adams to appoint George Guynn to the Environment and Climate Committee. Motion carried by the following roll call vote:**

**AYES: Council Members: Adams, Day, Williams, Wilson**  
**ABSENT: Council Member Segala**

5. Appointment of Voting Delegate and Alternate(s) for the League of California Cities Annual Conference – (Wilson).

**Motioned by Mayor Wilson and seconded by Council Member Williams to appoint Council Member Williams to be the voting delegate and Council Member Adams to be alternate delegate to the League of California Cities Annual Conference. Motion carried by the following roll call vote:**

**AYES: Council Members: Adams, Day, Williams, Wilson**  
**ABSENT: Council Member Segala**

6. Presentation of Proclamation Proclaiming July 2019, as “Parks Make Life Better Month!®.” (Lofthus).

**Mayor Wilson read the proclamation and Council Member Adams presented the proclamation.**

**Item 18 was moved up.**

Introduction and Swearing-in of Suisun City Volunteer Firefighter Jian Eddinger – (Vincent).

**Fire Chief Vincent introduced, and City Clerk Hobson gave the Oath of Office.**

### **CONSENT CALENDAR**

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

#### **City Council**

7. Council Adoption of Resolution No. 2019-72: Authorizing the City Manager to Execute a One-Year Agreement Between the City of Suisun City and Solano County Office of Education. - (Lofthus).
8. Council Adoption of Resolution No. 2019-73: Authorizing the City Manager to Execute the Lease Agreement Between the City of Suisun City and Continuing Development Incorporated for a Five-Year Term, Terminating June 30, 2024 - (Lofthus).

9. Council Adoption of Resolution No. 2019-74: Approving the Debt Service Rate for the North Bay Aqueduct Bond Issue for Fiscal Year 2019-20. - (Luna/Dingman).
10. Council Adoption of Resolution No. 2019-75: Authorizing the City Manager to Execute a Contract with Fitch and Associates to Conduct a Standards of Cover Service Assessment for the Fire Department. - (Vincent/Folsom).

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

11. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on June 4, 2019, June 18, 2019 – (Hobson).

**Council Member Williams asked that Item 7 be pulled from Consent Calendar.**

**Motioned by Council Member Williams and seconded by Council Member Adams to approve Consent Calendar. Motion carried by the following roll call vote:**

**AYES:** Council Members: Adams, Day, Segala, Williams, Wilson  
**ABSENT:** Council Member Segala

**Item 7**

**Motioned by Council Member Williams to adopt Resolution No. 72 and amend it to require a Suisun City caterer or restaurant be used. Motion failed for lack of second.**

**Motioned by Mayor Wilson and seconded by Council Member Adams to adopt Resolution No. 72. Motion carried by the following roll call vote:**

**AYES:** Council Members: Adams, Day, Wilson  
**NOES:** Council Member Williams  
**ABSENT:** Council Member Segala

**PUBLIC HEARINGS**

City Council

12. PUBLIC HEARING

Council Introduce and Waive Reading of Ordinance No. 763: Amending Section 21.04.020 and 21.06.010 of the Suisun City Code to Update Marinas – (Lofthus).

**Mayor Wilson opened the public hearing. Hearing no comments, Mayor Wilson closed the public hearing.**

**Motioned by Council Member Day and seconded by Council Member Williams to introduce and waive the reading the reading of Ordinance No. 763. Motion carried by the following roll call vote:**

**AYES:** Council Members Adams, Day, Williams, Wilson  
**ABSENT:** Council Member Segala

13. PUBLIC HEARING

An Interim Urgency Ordinance on the Establishment of “Smoke Shops” in the City of Suisun City – (McNamara).

**Mayor Wilson opened the public hearing. Hearing no comments, Mayor Wilson closed the public hearing.**

- a. Council Adoption of Resolution No. 2019 - 76: A Resolution of the City Council of the City of Suisun City Approving and Issuing the 10-day Written Report Describing the Measures Taken to Alleviate the Condition Which Led to the Adoption of Urgency Ordinance No. 761, which Imposes a Moratorium on “Smoke Shops” in the City of Suisun City, as Required by Government Code Section 65858(d).
- b. Council Adoption of Ordinance No. 764: An Urgency Ordinance of the City Council of the City of Suisun City, California, Extending Urgency Ordinance No. 761 Which Established a 45-Day Temporary Moratorium on the Establishment of “Smoke Shops,” Within the City of Suisun City for an Additional Ten Months and Fifteen Days, and Declaring the Urgency Thereof.

**Motioned by Council Member Day and seconded by Council Member Williams to adopt Resolution No. 2019-76 and Ordinance No. 764. Motion carried by the following roll call vote:**

**AYES:** Council Members Adams, Day, Williams, Wilson  
**ABSENT:** Council Member Segala

#### 14. PUBLIC HEARING

Council Adoption of Resolution No. 2019-77: Approving Annual Update of the Master Fee Schedule – (Corey).

**Consensus of Council was to direct staff to research legality and feasibility to have a surcharge if Suisun city caterer or restaurant was not used.**

**Mayor Wilson opened the public hearing. Hearing no comments, Mayor Wilson closed the public hearing.**

**Motioned by Council Member Adams and seconded by Council Member Williams to adopt Resolution No. 2019-77. Motion carried by the following roll call vote:**

**AYES:** Council Members Adams, Day, Williams, Wilson  
**ABSENT:** Council Member Segala

### GENERAL BUSINESS

#### City Council

#### 15. Discussion and Direction: Special Sign Overlay Districts – (McNamara).

Steve Olry suggested being more selective.

Purie Conley expressed concern for street sign at the corner of Walters and Tabor.

**Council directed staff to limit the number of signs to three, the third sign to be located on the northeast corner of Walters and Highway 12, the sign would be a digital sign where businesses could advertise and the City could display upcoming events.**

### REPORTS: (Informational items only.)

#### 16. a. Council/Boardmembers

Council Member Day reported the hotel groundbreaking yesterday was well attended and hoped everyone would have a fun and safe 4<sup>th</sup> of July.

Council Member Adams reported working with the Clean Team last Saturday and there was a lot of trash on the Highway 12 and Marina lot, and suggested the City have an ordinance to make property owners of vacant lots be responsible for the cleanup.

Council Member Williams reported working with Clean Team and agreed with Council Member Adams, and reported Fairfield-Suisun Visual Arts Association will have an open house July 26-August 25 at the Lawler House Gallery and encouraged local artist to display their art.

b. Mayor/Chair

Mayor Wilson reported:

- Attending the July 1 groundbreaking for the Holiday Inn Express where a ceremonial shovel was presented to Camran Nojoomi and another ceremonial shovel will be hung in City Hall;
- Staff was preparing for the 4<sup>th</sup> of July festivities;
- An adhoc committee consisting of Council Members Adams and Williams would be working to bring cannabis regulations to the Council in the fall.

17. City Manager/Executive Director/Staff

City Manager Folsom:

- Introduced new Police Chief Aaron Roth;
- Thanked Gemma Geluz and Public Works for their work on the groundbreaking;
- Reported the City Council would have a workshop on July 16 and a special meeting on July 30;
- Stated the City Manager's report was posted on the website.

**PRESENTATIONS/APPOINTMENTS**

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

18. Introduction and Swearing-in of Suisun City Volunteer Firefighter Jian Eddinger – (Vincent).

**Item was moved up.**

**PUBLIC COMMENT - None**

*(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)*

Sharon Sevier expressed concern about the homeless.

Nancy Ruppert expressed concern about the sale of fireworks and stated even though they are supposed to be safe, they still can start fires.

**ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 8:25 PM.

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Linda Hobson, CMC  
City Clerk

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## AGENDA TRANSMITTAL

**MEETING DATE:** July 30, 2019

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**CITY AGENDA ITEM:** PUBLIC HEARING – Suisun Marina October and November Maintenance Dredging Project:

Council Adoption of Resolution No. 2019-\_\_\_: Adopting a Mitigated Negative Declaration (MND) and a Mitigation Monitoring and Reporting Program (MMRP) for the Suisun Marina October and November Maintenance Dredging Project, and Approving the Project.

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**FISCAL IMPACT:** The total appropriation for City dredging operations includes securing the necessary regulatory permits for the 2019 Suisun Marina October and November Maintenance Dredging Project (Project). In 2017, the City retained the firm of Moffatt & Nichol (M&N) to provide the necessary engineering services for the levee rehabilitation on Pierce Island and for dredging projects within the Suisun City Marina and the associated Whispering Bay and Marina Village access channels, as well as to apply for and secure the necessary regulatory permits. One of the necessary regulatory permits is the Incidental Take Permit (ITP) with the California Department of Fish and Wildlife (CDFW), which requires the preparation of California Environmental Quality Act (CEQA) documents, specifically an Initial Study/Mitigated Negative Declaration (IS/MND) to allow for dredging to occur in October and November. On June 18, 2019, the City Council authorized the City Manager to execute a contract amendment on the City's behalf with M&N to prepare the IS/MND in support of the City's ITP application. Once the IS/MND is adopted by the City Council, the City will need to file a Notice of Determination (NOD) with the County. The total County fee and CDFW MND fee for filing the NOD is \$2,404.75. There is sufficient funding appropriated to the Dredging Fund (Fund 340) for Fiscal Year 2019-20 to pay for this filing fee. The State's Department of Finance recently approved the City's Recognized Obligation Payment Schedule (ROPS), which includes \$2,772,500 in FY2019-20 for the maintenance dredging operations.

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**BACKGROUND:** In the early 1990s Pierce Island (Island) was constructed as a disposal site for sediment dredged from the Suisun City Marina and the Suisun Slough, including the Marina Village channel. In November 2018, the rehabilitation of the levee surrounding the east basin on Pierce Island levee was completed as preparatory work for the 2019 dredging episode. Excavated material from the east basin was used to raise the levee around the east basin. The completion of this levee rehabilitation project provides the necessary storage capacity for the 2019 dredge episode for which we have a dredging contractor under contract. Pre-dredge work in the west basin began in late June 2019 and is currently on-going, with a completion date by the end of July 2019. Dredging is scheduled to start on August 1, 2019 through the end of the dredging work window in September 30 and has existing approvals and CEQA clearance.

Since other dredging operations are anticipated to require work in October and November, City staff has submitted its ITP application to CDFW to allow for dredging operations to occur in

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

Nick Lozano, Associate Engineer  
 Kris Lofthus, Recreation, Parks, and Marina Director  
 Greg Folsom, City Manager

October and November, which coincides with the Dredge Material Management Office's dredging work window, under the Suisun Marina October and November Maintenance Dredging Project.

In 2017, the City determined that the August and September dredging project is categorically exempt under CEQA Section 15304(g) and a Notice of Exemption (NOE) was filed in May 2017. In responding to the City's recent ITP application, CDFW determined that an IS/MND would be required before they will issue an ITP for the Suisun Marina October and November Maintenance Dredging Project. M&N has prepared a Draft IS/MND and the associated Mitigation Monitoring and Reporting Program (MMRP) for public review.

---

**STAFF REPORT:** Pursuant to the California Environmental Quality Act (CEQA), M&N has prepared an Initial Study to assess the potential adverse environmental effects of the proposed Suisun Marina October and November Maintenance Dredging Project (Project). The general purpose of CEQA is to:

- Disclose the potential significant environmental effects of proposed actions.
- Identify ways to avoid or reduce adverse environmental effects.
- Foster interagency coordination in the review of projects.
- Enhance public participation in the planning process.

Pursuant to CEQA guidelines, M&N prepared a Draft MND, which was filed with the State Clearinghouse (SCH# 2019069029) and the Solano County Clerk/Recorder's Office. The Draft MND was circulated for public review from June 11, 2019 through July 11, 2019. During the public comment period of the Draft MND, staff received comments only from the California State Lands Commission (CSLC) in the form of a written comments letter, which is attached to this staff report as Attachment No. Two. Staff prepared a written response letter, which is attached as Attachment No. Three. The CSLC comments include topics related to the following:

- Including explanation that the August and September dredging has already been permitted and approved, but that these dredging operations should be included as part of the cumulative impact analysis for this proposed October and November dredging Project.
- Discouraging the establishment or proliferation of aquatic invasive species (AIS) from being transported by the dredging equipment.
- Discussing and analyzing potential environmental justice related issues, including an assessment of public access and equity implications and who would bear the burdens or benefits from the proposed Project.

After the thirty-day public review period, the City received only one comment letter from the Yocha Dehe Wintun Nation (Attachment No. Four). The comment letter indicated there are no known cultural resources near this Project site and a cultural monitor is not needed.

While the comments did not introduce or identify any new significant environmental impacts beyond those already covered in the Draft MND, additional information was incorporated in the revised Draft MND as clarification.

M&N has concluded that potentially significant environmental effects could occur from the Project implementation outside the regulatory work window in the areas of biological resources and hydrology/water quality. However, mitigation measures and/or standard rules, regulations,

procedures and Best Management Practices (BMPs) were identified that would reduce these potential impacts to less than significant levels. See MMRP in Appendix C of the MND.

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**RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2019-\_\_\_\_: Adopting a Mitigated Negative Declaration (MND) and a Mitigation Monitoring and Reporting Program (MMRP) for the Suisun Marina October and November Maintenance Dredging Project, and Approving the Project.

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**ATTACHMENTS:**

1. Council Resolution No. 2019-\_\_\_\_: Adopting a Mitigated Negative Declaration (MND) and a Mitigation Monitoring and Reporting Program (MMRP) for the Suisun Marina October and November Maintenance Dredging Project, and Approving the Project.
2. California State Lands Commission Comments Letter.
3. City's Response Letter to California State Lands Commission Comments Letter.
4. Yocha Dehe Wintun Nation Comment Letter.
5. Mitigated Negative Declaration is available on City website at <https://www.suisun.com/departments/development-services/planning/>.

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1       **WHEREAS**, within the 30-day public review period, the City received only one  
2 comment letter from the California State Lands Commission (CSLC); and after the 30-day  
3 public review period, the City received only one comment letter from the Yocha Dehe Wintun  
4 Nation; and

5       **WHEREAS**, the comments did not identify any new significant environmental impacts  
6 beyond those already covered in the Draft IS/MND and only required clarifications to the Draft  
7 IS/MND and MMRP; and

8       **WHEREAS**, the Project will not individually or cumulatively have an adverse direct or  
9 indirect effect on the environment; and

10       **WHEREAS**, the City of Suisun City is the lead agency on the Project, and the City  
11 Council is the decision-making body for the proposed approval to approve the MND and  
12 undertake the Project;

13       **WHEREAS**, all actions required to be taken by applicable law related to the  
14 preparation, circulation, and review of the MND have been taken; and

15       **WHEREAS**, the City Council held a public hearing on July 30, 2019, accepted all  
16 public comments, and considered adoption of the Mitigated Negative Declaration (MND) and  
17 the related Mitigation Monitoring and Reporting Program (MMRP) for the Suisun Marina  
18 October and November Maintenance Dredging Project.

19       **NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun  
20 City does hereby find that based upon all the information received that there is no substantial  
21 evidence that the Project will have a significant effect on the environment and does hereby adopt  
22 the Mitigated Negative Declaration (MND) and the related Mitigation Monitoring and Reporting  
23 Program (MMRP) for the Suisun Marina October and November Maintenance Dredging Project  
24 (Project) as well as approve the Project.

25       **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun  
26 City held on Tuesday the 30th day of July 2019 by the following vote:

27       **AYES:**            Council Members: \_\_\_\_\_  
28       **NOES:**            Council Members: \_\_\_\_\_  
          **ABSENT:**        Council Members: \_\_\_\_\_  
          **ABSTAIN:**      Council Members: \_\_\_\_\_

**WITNESS** my hand and the seal of said City this 30th day of July 2019.

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

**CALIFORNIA STATE LANDS COMMISSION**

100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202



*Established in 1938*

JENNIFER LUCCHESI, *Executive Officer*  
(916) 574-1800 Fax (916) 574-1810  
California Relay Service TDD Phone 1-800-735-2929  
from Voice Phone 1-800-735-2922

**Contact Phone: (916) 574-1890**

July 11, 2019

File Ref: SCH # 2019069029

John Kearns, Senior Planner  
City of Suisun City Development Services Department  
701 Civic Center Boulevard  
Suisun City, CA 94585

VIA REGULAR & ELECTRONIC MAIL ([JKearns@Suisun.com](mailto:JKearns@Suisun.com))

**Subject: Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Suisun Marina October and November Maintenance Dredging Project, Solano County**

Dear Mr. Kearns:

The California State Lands Commission (Commission) staff has reviewed the subject Draft IS/MND for the Suisun Marina October and November Maintenance Dredging Project (Project), which is being prepared by the City of Suisun City (City). The City is the lead agency under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.). The Commission is a trustee agency for projects that could directly or indirectly affect State sovereign land and their accompanying Public Trust resources or uses. Additionally, the Project involves work on State sovereign land and the Commission will act as a responsible agency.

### **Commission Jurisdiction and Public Trust Lands**

The Commission has jurisdiction and management authority over all ungranted tidelands, submerged lands, and the beds of navigable lakes and waterways. The Commission also has certain residual and review authority for tidelands and submerged lands legislatively granted in trust to local jurisdictions (Pub. Resources Code, §§ 6009, subd. (c); 6009.1; 6301; 6306). All tidelands and submerged lands granted or ungranted, as well as navigable lakes and waterways, are subject to the protections of the common law Public Trust.

As general background, the State of California acquired sovereign ownership of all tidelands and submerged lands and beds of navigable lakes and waterways upon its admission to the United States in 1850. The state holds these lands for the benefit of all

people of the state for statewide Public Trust purposes, which include but are not limited to waterborne commerce, navigation, fisheries, water-related recreation, habitat preservation, and open space. On tidal waterways, the State's sovereign fee ownership extends landward to the mean high tide line, except for areas of fill or artificial accretion or where the boundary has been fixed by agreement or a court decision. On navigable non-tidal waterways, including lakes, the state holds fee ownership of the bed of the waterway landward to the ordinary low-water mark and a Public Trust easement landward to the ordinary high-water mark, except where the boundary has been fixed by agreement or a court decision. Such boundaries may not be readily apparent from present day site inspections.

Based on the information provided and review of in-house records, the Project will extend onto a portion of the Commission's jurisdiction, which is covered by General Lease PRC 7757.9 issued to the City of Suisun City on February 4, 2019. Due to the change in lease area and Project duration, an amendment to the existing lease is required.

### **Project Description**

The Project proposes maintenance dredging from October 1 through November 30 in the Suisun Marina and the associated Whispering Bay and Marina Village Residential District Area access channels. The total volume of material to be removed is estimated at 53,000 cubic yards (CY). At an average production rate of 1,745 CY per day, it would take approximately 30 to 60 days to complete the necessary dredging and maintain compliance with permit requirements, including allowable turbidity levels. The Project proposes to dredge the main channel to -8 feet mean lower low water (MLLW), Whispering Bay Channel to -6 feet MLLW, and the Marina Village Residential District area to -6 feet MLLW. Dredging to these depths would assure safe navigable depths for existing vessels that use this facility.

The Project proposes dredging in Areas 3, 4, and 5 as identified in Figure 3 in the IS/MND. The Project Site is comprised of the three dredging Areas and the Pierce Island upland disposal site as shown on Figure 3 of the IS/MND, as well as general use of the channels for temporary equipment access. The Project vicinity is generally described as the area within 2 miles of the Project site. The Project's dredging schedule would coincide with the seasonal timing conditions of an issued incidental take permit (ITP) from the California Department of Fish and Wildlife (CDFW). The Project's dredging schedule for Areas 3, 4 and 5 would be determined based on field conditions, dredging needs, and conditions of the ITP. The Project Description identifies certain Project aspects that would potentially affect lands under the Commission's jurisdiction. Proposed dredging in Dredge Area 3 appears to be within the lease area for General Lease PRC 7757.9.

### **Environmental Review**

Commission staff requests that the City consider the following comments when finalizing the IS/MND, to ensure that impacts to Public Trust resources and State sovereign land are adequately analyzed.

1. Project Description: A thorough and complete Project Description should include any and all aspects of the proposed Project. In the Project Description, similar dredging activity occur within Suisun City Marina two months prior to the planned scheduling of this Project. It appears that this proposed Project and the prior Project have the same reasoning and intent (Lease PRC 7757.9). The approved lease and other prior permits and approvals from all regulatory agencies with oversight in the Project footprint are valid between August 1 and November 30. The stated intent of this IS/MND is to evaluate the potential impacts to Delta and long-finned smelt for the purpose of securing an ITP in the proposed dredging area during October and November. The IS/MND does not identify or evaluate the potential impacts of the prior dredging along with the impacts of the dredging in October and November. CEQA Guidelines, sections 15378(a)(3) and 15378(c) identify what constitutes a "project" (see also § 15003 subd. (h)). They define a "project" as consisting of the whole of the action that may result in a physical change to the environment. Prior approvals and impact analyses of planned dredging prior to this Project (including dredging occurring August through September), should be evaluated together with the proposed Project since both episodes of the proposed dredging appear to be similar. Based on the existing environmental compliance approvals of the dredging planned in August and September, it does not appear that the proposed Project has independent utility from the earlier dredging period, and both the August and September dredging and the proposed Project rely upon the same existing leases and permits. It appears that the City may be piecemealing the dredging Project in October and November and not fully evaluating all the potential impacts of dredging from August 1 through November together in the IS/MND. Commission staff suggests that all the potential impacts of all dredging be evaluated together as a single project to avoid the appearance of piecemealing. For example, the IS/MND could be revised to explain that the August and September dredging has already been permitted and approved, but that its impacts are part of the same project as the October and November dredging, which still requires Commission authorization for a lease amendment in order to go forward.

Should the City choose not to revise the IS/MND to incorporate analysis of the August and September dredging as part of the Project, then at a minimum, the August and September maintenance dredging should be considered as a cumulative project in the IS/MND, and the cumulative effects of the August and September dredging should be analyzed in combination with the October and November dredging. Currently, the IS/MND states at page 8 that, "Maintenance dredging between August 1 and September 30 has existing approvals and CEQA clearance; and is therefore, not a part of the 'Project' analyzed in this IS/MND." However, the IS/MND does not appear to analyze the impacts of the August and September dredging as part of the IS/MND's cumulative impacts analysis.

2. Invasive Species: One of the major stressors in California waterways is introduced species. Therefore, the IS/MND should consider the Project's potential to encourage the establishment or proliferation of aquatic invasive species (AIS) such as the quagga mussel, or other nonindigenous, invasive species including aquatic and terrestrial plants. For example, construction equipment brought in from long stays at distant projects may transport new species to the Project area via hull biofouling, or new

species may be transported by soil in or on work and hauling vehicles. Marine and aquatic organisms attach to and accumulate on the hull and other submerged parts of a vessel. Plant invaders may disperse seeds from one area to another via dried mud/soils attached to vehicles from previous work areas. If the analysis in the IS/MND finds potentially significant AIS and plant impacts, possible mitigation could include contracting vessels from nearby, or requiring contractors to perform a certain degree of hull and vehicle cleaning. The CDFW's Invasive Species Program could assist with this analysis as well as with the development of appropriate mitigation (information at <https://www.wildlife.ca.gov/Conservation/Invasives>).

3. Environmental Justice: The IS/MND does not state the City's intent to discuss and analyze potential environmental justice related issues, including an assessment of public access and equity implications and who would bear the burdens or benefits from the proposed Project. Commission staff believes the IS/MND, as an informational public document, is an appropriate vehicle to disclose and discuss how the proposed Project would attain or be consistent with any of the City's equity goals and statewide policy direction.

Thank you for the opportunity to comment on the IS/MND for the Project. As a responsible agency, Commission staff requests that you keep us advised of changes to the Project Description and all other important developments. Please send additional information on the Project to the Commission staff indicated below if questions and concerns arise.

Please refer questions concerning environmental review to Christopher Huitt, Senior Environmental Scientist, at (916) 574-2080 or [christopher.huitt@slc.ca.gov](mailto:christopher.huitt@slc.ca.gov). For Commission leasing jurisdiction, please contact Dobri Tutov, Public Lands Management Specialist, at (916) 574- 0722 or [dobri.tutov@slc.ca.gov](mailto:dobri.tutov@slc.ca.gov).

Sincerely,



Eric Gillies, Acting Chief  
Division of Environmental Planning  
and Management

cc: Office of Planning and Research  
L. Calvo, Commission  
C. Huitt, Commission  
D. Tutov, Commission



# CITY OF SUISUN CITY DEVELOPMENT SERVICES DEPARTMENT

701 Civic Center Boulevard • Suisun City, CA 94585

Phone 707-421-7335 • FAX 707-429-3758

E-mail: [planning@suisun.com](mailto:planning@suisun.com)

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TO: Eric Gillies  
Division of Environmental Planning  
California State Lands Commission  
100 Howe Avenue, Suite 1000-South  
Sacramento, CA 95825

FROM: Suisun City Development Services Department

DATE: July 19, 2019

SUBJECT: Response to comments on Draft Initial Study/Mitigated Negative Declaration for the Suisun Marina  
October and November Maintenance Dredging Project, Solano County

Dear Mr. Gillies,

The City of Suisun City appreciates the comments received from the California State Lands Commission (CSLC) submitted July 11, 2019 (see attachment) regarding the California Environmental Quality Act (CEQA) Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Suisun Marina October and November Maintenance Dredging Project (Project) in Solano County.

The City requested a meeting to discuss these comments and proposed responses with the CSLC on July 15, 2019 and has not yet received a response to date. In preparation for the City's public hearing scheduled for July 30, 2019 regarding approval of the IS/MND and the Project, the City is submitting a written response to CSLC to share proposed changes to the publically circulated Draft IS/MND to address the CSLC comment letter. Any changes since the Draft IS/MND will be identified in the Final IS/MND. The responses to comments are presented below:

1. Project Description: The proposed Project has independent utility from other dredging project operations in the area as it is not dependent upon other dredging project operations to achieve its objective. Per the comment's recommendation, the Draft IS/MND will be updated in the Final IS/MND to clarify the nature of potential cumulative impacts resulting from the dredging project scheduled to occur in August and September 2019, and the proposed Project's dredging scheduled to occur in October and November 2019. This clarification in the Final IS/MND has not resulted in the identification of any new or potentially significant environmental impacts or mitigation beyond those already disclosed in the Draft IS/MND. No additional revisions have been made to the Final IS/MND in response to this comment.

Per the City's review of the CSLC Lease (Lease) Exhibit B and Special Provision 4, it is the City's understanding that the Project limits remain consistent with the Lease and the proposed Project dredging schedule is consistent with United States Fish and Wildlife Service (USFWS) dredging environmental

July 19, 2019  
Page 2

work windows as described in the Lease. The City would like to confirm the Project's consistency with the existing Lease during further communication with CSLC.

2. Invasive Species: The Final IS/MND Biological Resources Section will be updated with a cumulative impacts discussion to clarify no aquatic invasive species (AIS) would be introduced by the Project. Equipment for this Project would be locally sourced and is subject to California Department of Fish and Wildlife equipment cleaning requirements designed to prohibit the transmission of AIS. This clarification in the Final IS/MND has not resulted in the identification of any new or potentially significant environmental impacts or mitigation beyond those already disclosed in the Draft IS/MND. No additional revisions have been made to the Final IS/MND in response to this comment.
3. Environmental Justice: Although discussion of Environmental Justice (EJ) is not a CEQA requirement, the Final IS/MND will include an EJ discussion, per the commenter's recommendation, in the Land Use and Planning Section and the Tribal Cultural Resources Section. This discussion in the Final IS/MND has not resulted in the identification of any new or potentially significant environmental impacts or mitigation beyond those already disclosed in the Draft IS/MND. No additional revisions have been made to the Final IS/MND in response to this comment.

Thank you for the opportunity to respond to these comments. Should you have any additional questions about the Project, please contact John Kearns at (707) 421-7335 or [jkearns@suisun.com](mailto:jkearns@suisun.com).

Sincerely,

John Kearns, Senior Planner  
City of Suisun City Development Services Department  
701 Civic Center Blvd.  
Suisun City, CA 94585  
(707) 421-7335  
[jkearns@suisun.com](mailto:jkearns@suisun.com)

Attachment: California State Lands Commission Comment Letter dated July 11, 2019



YOCHA DEHE  
CULTURAL RESOURCES

City of Suisun City  
Building & PW Dept.

JUL 15 2019

RECEIVED

June 27, 2019

City of Suisun City  
Attn: John Kearns, Senior Planner  
701 Civic Center Boulevard  
Suisun City, CA 94585

RE: Suisun Marina Oct-Nov Maintenance Dredging Project

Dear Mr. Kearns:

Thank you for the project notification dated, May 14, 2019, regarding cultural information on or near the proposed Suisun Marina Oct-Nov Maintenance Dredging Project, Suisun City, Solano County. We appreciate your effort to contact us and wish to respond.

The Cultural Resources Department has reviewed the project and concluded that it is within the aboriginal territories of the Yocha Dehe Wintun Nation. Therefore, we have a cultural interest and authority in the proposed project area.

Based on the information provided, Yocha Dehe Wintun Nation is not aware of any known cultural resources near this project site and a cultural monitor is not needed. However, if any new information is available or cultural items are found, please contact the Cultural Resources Department. In addition, we recommend cultural sensitivity training for any pre-project personnel. Please contact the individual listed below to schedule the cultural sensitivity training, prior to the start of the project.

Robert Geary, Tribal Monitor Supervisor  
Yocha Dehe Wintun Nation  
Office: (530) 215-6180  
Email: [rgeary@yochadehe-nsn.gov](mailto:rgeary@yochadehe-nsn.gov)

Please refer to identification number YD-05242019-05 in any correspondence concerning this project.

Thank you for providing us the opportunity to comment.

Sincerely,

Leland Kinter  
Tribal Historic Preservation Officer

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## AGENDA TRANSMITTAL

**MEETING DATE:** July 30, 2019

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2019-\_\_\_: Approving the 2019 Tree Planting and Beautification Plan.

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**FISCAL IMPACT:** There is no fiscal impact to the General Fund. All funding for this Plan has been donated by outside sources. The City received a donation from PG&E as a result of their gas line safety tree replacement project which cut down numerous trees along the section of their gas line that runs through the City. The City also received donations from the Fairfield-Suisun Rotary Club funds and the Dixon Rotary Club. The current available funding for the Tree Planting and Beautification Plan is \$49,468.

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**BACKGROUND:** On April 3, 2018, City Council adopted Resolution No. 2018-30 accompanied by the 13<sup>th</sup> Amendment to the Annual Appropriation Resolution No. 2017-44. Approval of these two documents by the City Council allowed the City to accept the donated funds and to appropriate the funds in the City's budget. Funds are currently available in the Fiscal Year 2019-2020 budget.

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**STAFF REPORT:** To date, thirty-three (33) trees were installed in the center median on Walters Road from Petersen Road to Bella Vista Drive. Eight (8) trees were also installed as part of a volunteer project at the City's Fire Station.

The Tree Planting and Beautification Plan (Plan) will be implemented in three (3) areas in the City. In preparation of this Plan, discussions were held with Mayor Lori Wilson, Public Works Maintenance Supervisor Jim Herrod, Council Member Anthony Adams, Recreational Supervisor Jeff Downey and members of the community. The three (3) recommended installation locations are detailed below:

- **Location I** - Is located at the Lambrecht Sports Complex (Complex) in Fields #2, #3, and #4. In order to complete the original plan for the Complex, trees will be planted along the outfield fence lines of Field #2, #3, and #4. Field #1 already has established trees along its outfield fence line. The hope is that the new trees will help minimize wind interference on the fields, and that the trees will enhance the look of the fields. See Attachment #3 for Location I map. It is anticipated that the installation of Location #1 trees will begin in August 2019 and be completed by the end of the Summer.
- **Location II** - Is located along the section of the Promenade that runs behind City Hall. This is a very actively used walking path and the belief is that the addition of trees would benefit the community in multiple ways. The trees would be widely spaced to give users of the Promenade shaded areas to take a break in during their walk. This would also improve the beautification of Suisun City Hall waterfront area by adding trees to an area that currently does not have trees. There will be a lack of trees due to the Solar Panel project removing some of the trees on this side of the marina. Because of this, staff saw fit to plant trees here to solve this issue. The trees will not obstruct the view of the Harbor from the

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

Matthew Junio, Intern  
 Matthew Medill, Public Works Director  
 Greg Folsom, City Manager

City Hall offices as the Plan calls for trees to be spread out. See Attachment #4 for Location II map.

- **Location III** - Is along the Grizzly Island Trail (Trail). This location was identified and highly requested by community members whom are frequent Trail users, including pedestrians, runners, and bicyclists. There currently is no shade along the Trail and adding trees would provide much needed shade, particularly during the hot summer months, and make the Trail a more pleasant experience for users. See Attachment #5 for Location III map.

Staff recommends that Council review and approve the 2019 Tree Planting and Beautification Plan.

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**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2019-\_\_: Approving the 2019 Tree Planting and Beautification Plan.

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**ATTACHMENTS:**

1. Resolution No. 2019-\_\_: Approving the 2019 Tree Planting and Beautification Plan.
2. Estimated Plan Cost Breakdown
3. Location I Tree Planting Map
4. Location II Tree Planting Map
5. Location III Tree Planting Map
6. PowerPoint Presentation: 2019 Suisun City Tree and Beautification Plan

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPROVING THE 2019 TREE PLANTING AND BEAUTIFICATION PLAN.**

**WHEREAS**, in August 2016, the City passed Resolution 2016-70 accepting a payment of \$50,000 from PG&E for the replacement of the sixty-two (62) trees removed by PG&E as part of their gas line safety program which identified and mitigated safety concerns in areas of their gas distribution zones which included the removal of trees with root issues within City limits; and

**WHEREAS**, the Fairfield-Suisun Rotary Club agreed to donate \$7,500 to the City for the purchase of one-hundred sixty-seven (167) trees to augment the City’s tree planting effort; and

**WHEREAS**, per City Manager direction staff has created a 2019 Tree Planting and Beautification Plan (Plan) which outlines recommended locations for the planting of trees that will beautify the City and will maximize the beneficial use of the available existing funds, and the Plan includes estimated labor costs, materials costs, and equipment costs; and

**WHEREAS**, the Plan includes three (3) recommended planting locations including the Lambrecht Sports Complex, the Promenade behind City Hall, and the Grizzly Island Trail; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City hereby approves the 2019 Tree Planting and Beautification Plan.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 30<sup>th</sup> day of July 2019, by the following vote:

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

**WITNESS** my hand and the seal of said City this 30<sup>th</sup> day of July 2019.

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

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**2019 TREE PLANTING & BEAUTIFICATION PLAN  
ESTIMATED PLAN COST BREAKDOWN**

**LOCATION I:  
LAMBRECHT SPORTS COMPLEX FIELDS #1, #2, & #3**

Item Description	Quantity	Unit	Unit Price	
Labor	324	hours	\$ 50.00	\$ 16,200.00
Trees	84	each	\$ 120.00	\$ 10,080.00
Auger	1	each	\$ 5,000.00	\$ 5,000.00
Stakes	168	each	\$ 3.30	\$ 554.40
Ties	168	each	\$ 3.00	\$ 504.00
Irrigation	84	each	\$ 8.50	\$ 714.00
<b>Location I - Total Est. Costs:</b>				<b>\$ 33,052.40</b>

**LOCATION II:  
PROMENADE - CITY HALL**

Item Description	Quantity	Unit	Cost Ea.(\$)	Total
Labor	36	hours	\$ 50.00	\$ 1,800.00
Trees	8	each	\$ 120.00	\$ 960.00
Auger	0	each	\$ -	\$ -
Stakes	16	each	\$ 3.30	\$ 52.80
Ties	16	each	\$ 3.00	\$ 48.00
Irrigation	8	each	\$ 8.50	\$ 68.00
<b>Location II - Total Est. Costs:</b>				<b>\$ 2,928.80</b>

**LOCATION III:  
GRIZZLY ISLAND TRAIL**

Item Description	Quantity	Unit	Cost Ea.(\$)	Total
Labor	36	hours	\$ 50.00	\$ 1,800.00
Trees	8	each	\$ 120.00	\$ 960.00
Auger	0	each	\$ -	\$ -
Stakes	16	each	\$ 3.30	\$ 52.80
Ties	16	each	\$ 3.00	\$ 48.00
Irrigation	8	each	\$ 8.50	\$ 68.00
<b>Location III - Total Est. Costs:</b>				<b>\$ 2,928.80</b>

**COST SUMMARY**

<b>Location #1 Total Costs:</b>	<b>\$ 33,052.40</b>
<b>Location #2 Total Costs:</b>	<b>\$ 2,928.80</b>
<b>Location #3 Total Costs:</b>	<b>\$ 2,928.80</b>
<b>TOTAL EST. COST:</b>	<b>\$ 38,910.00</b>

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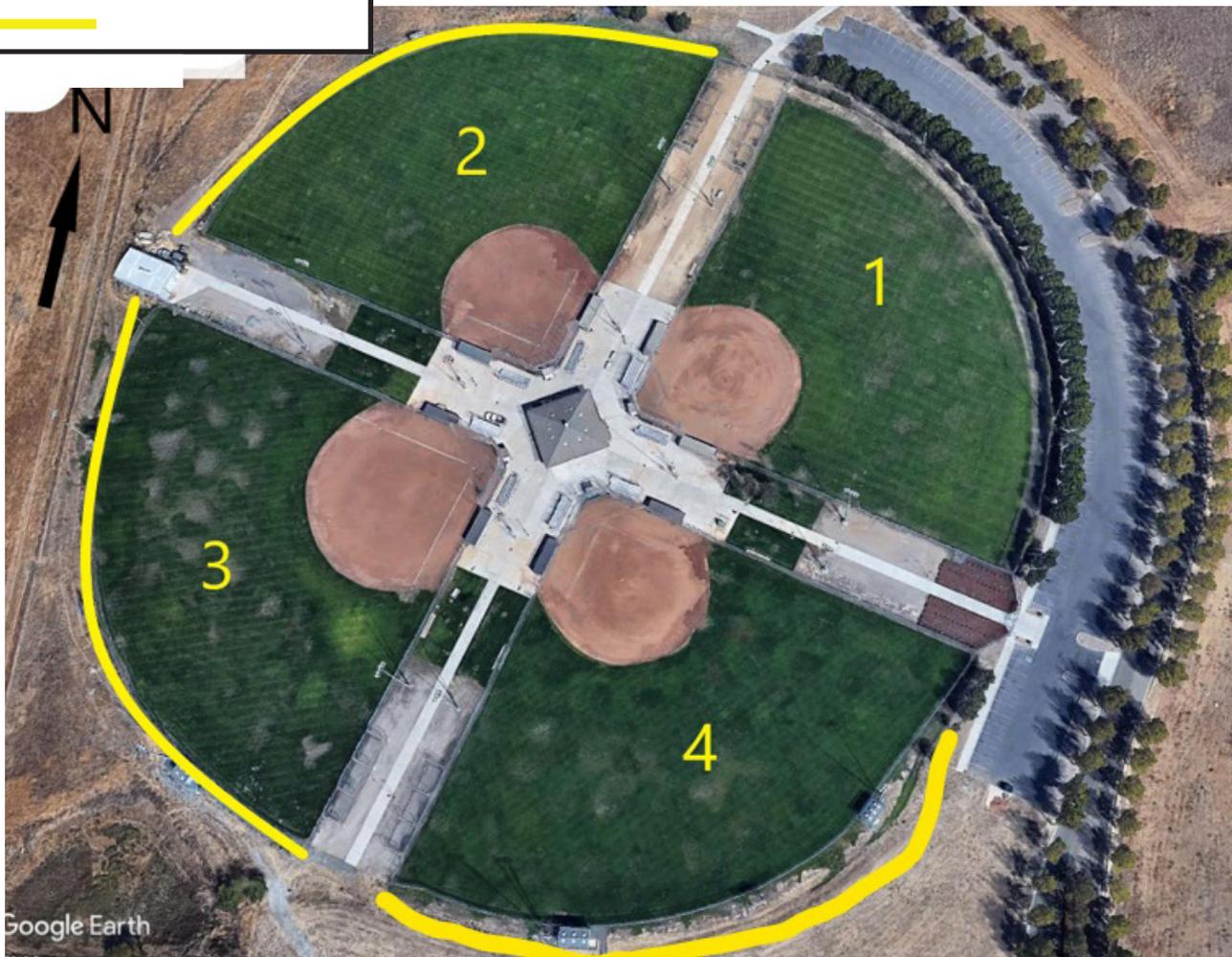
Location I Tree Planting Map

LAMBRECHT SPORTS COMPLEX  
FIELDS #2, #3, & #4



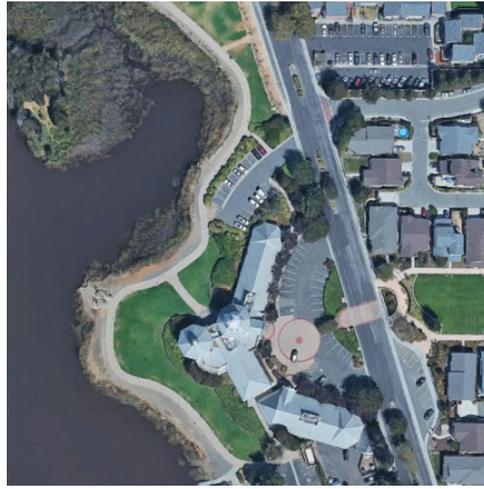
TREE PLACEMENTS

Yellow Line = Tree Placement Locations



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PROMENADE BEHIND  
CITY HALL



TREE PLACEMENTS

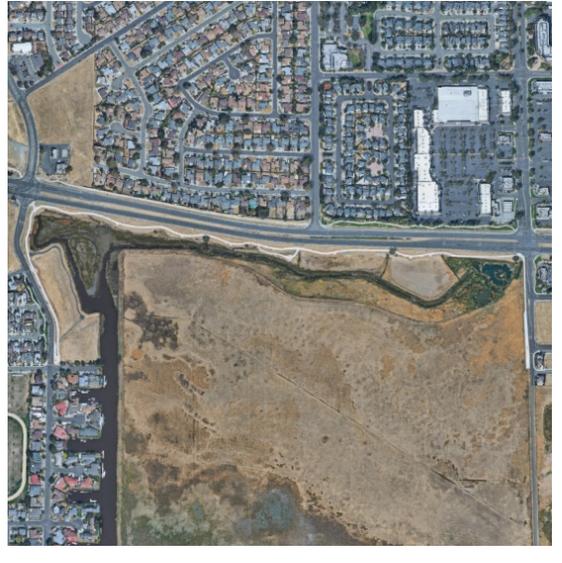
- = Tree Placement Locations
- = Spacing



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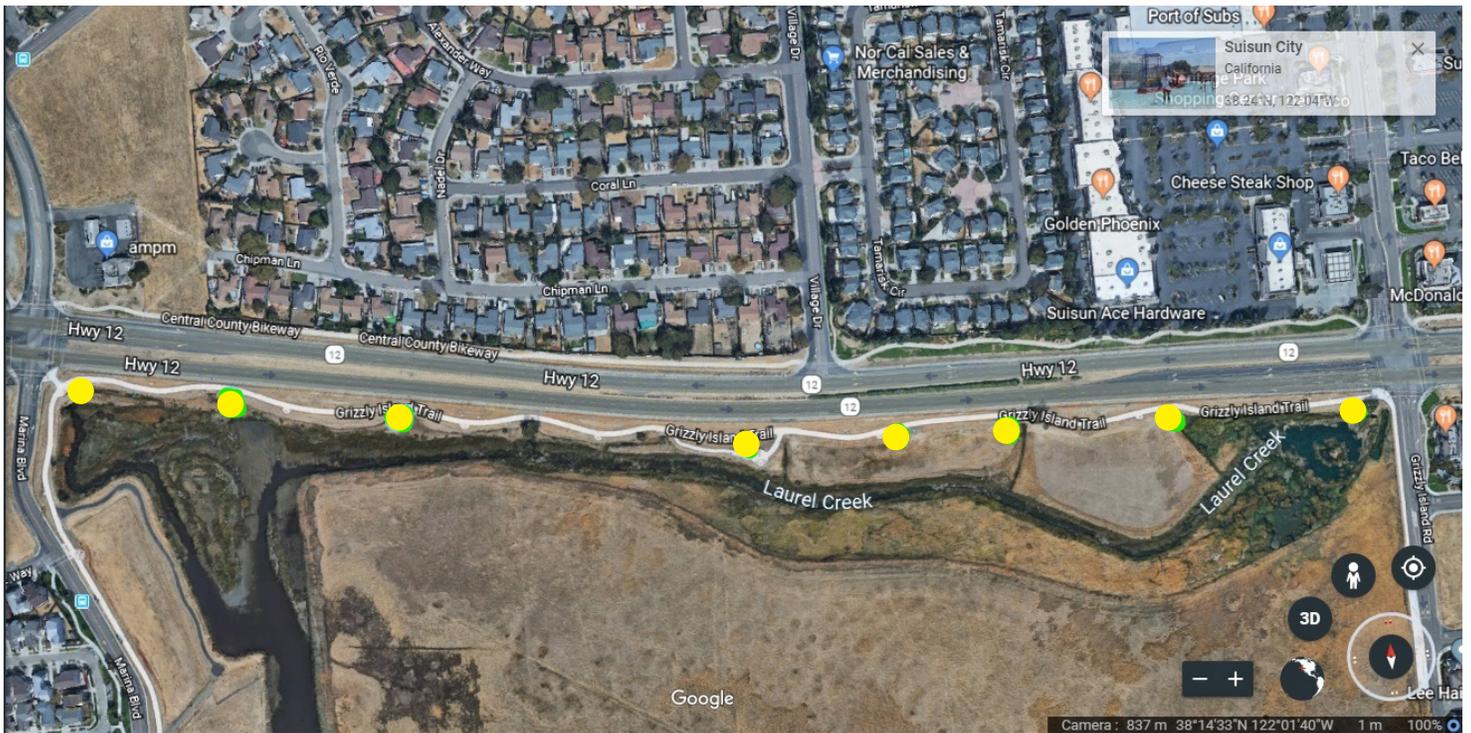
# Location III Tree Planting Map

GRIZZLY ISLAND TRAIL



## TREE PLACEMENTS

● = Tree Placement Locations



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# 2019 SUSTAIN CITY TREE PLANTING AND BEAUTIFICATION PLAN



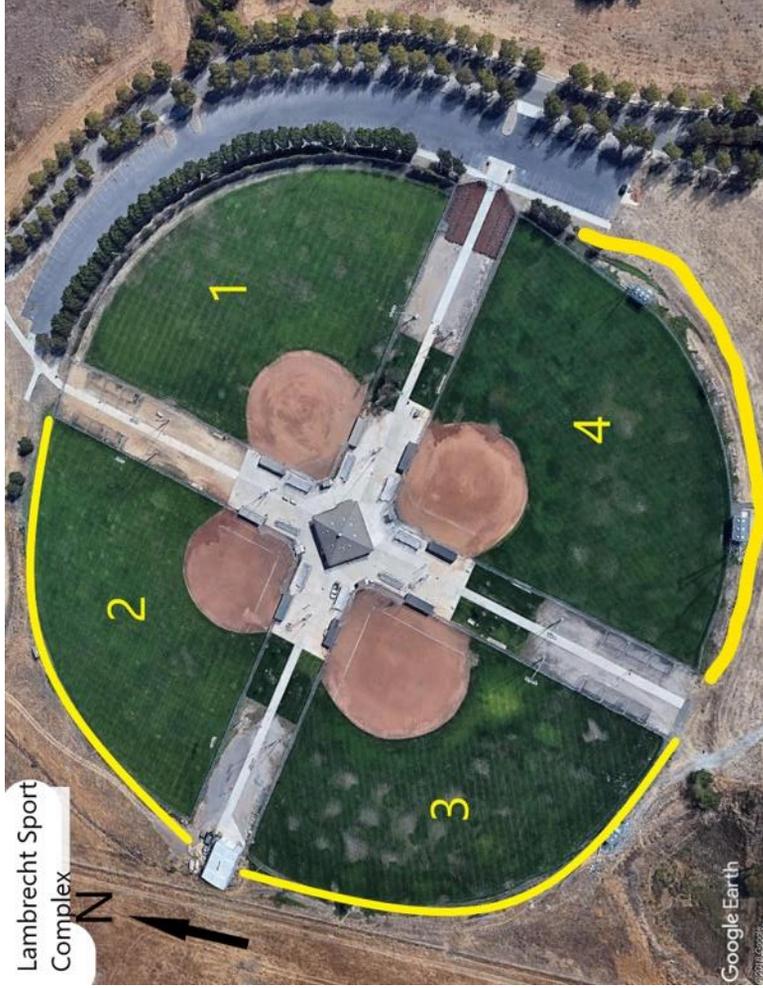
# **PRESENTATION OUTLINE:**

- **LOCATION I: LAMBRECHT PARK FIELDS #2, #3, & #4**
- **LOCATION II: PROMENADE BEHIND CITY HALL**
- **LOCATION III: GRIZZLY ISLAND TRAIL**
- **ESTIMATED PROJECT BUDGET**
- **CONTINGENCY PLAN**





# LOCATION I: LAMBRECHT SPORTS COMPLEX



## HIGHLIGHTS:

- TWENTY-EIGHT (28) TREES ON FIELDS #2, #3, & #4
- UNIFICATION, BLOCK WIND, ENHANCE LOOKS
- SYCAMORE/ SAME TYPE AS FIELD 1'S TREES
- ESTIMATED COST: \$33,052



# LOCATION II: PROMENADE BEHIND CITY HALL



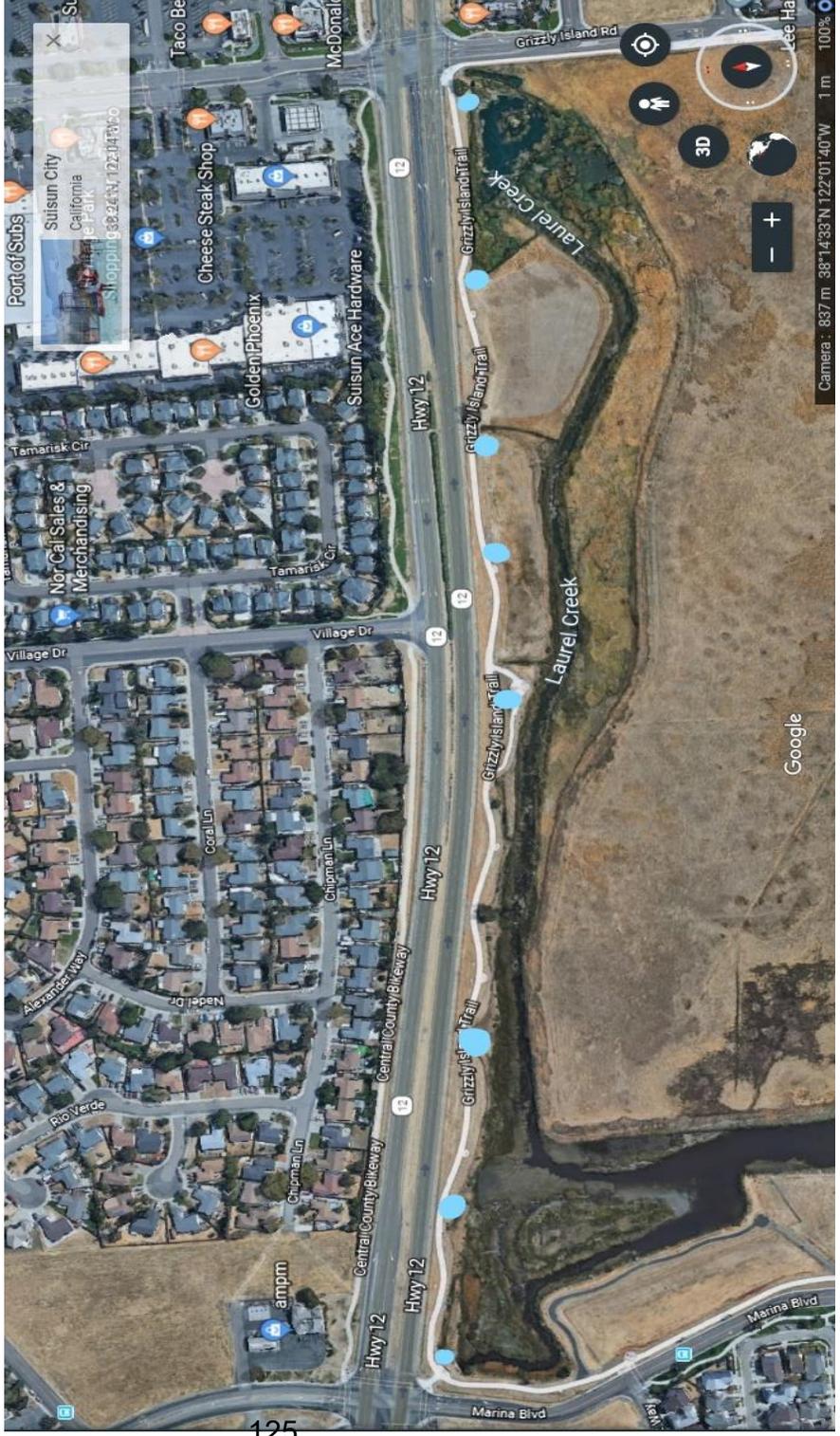
## HIGHLIGHTS:

- EIGHT (8) TREES IN TOTAL
- FOR PEDESTRIANS TO HAVE SHADE WHEN WALKING
- JAPANESE ZELKOVA
- ESTIMATED COST: \$2,928.80

# LOCATION III: GRIZZLY ISLAND TRAIL

## HIGHLIGHTS:

- EIGHT (8) TREES ALONG THE TRAIL
- MINOR IRRIGATION ADDITIONS NEEDED
- PROVIDE SHADE
- AUTUMN PURPLE ASH
- ESTIMATED COST: \$2,928.80



# PROJECT BUDGET

- LAMBRECHT SPORTS COMPLEX COST ESTIMATE: \$33,052.40
- PROMENADE BEHIND CITY HALL COST ESTIMATE: \$2,928.80
- GRIZZLY ISLAND TRAIL COST ESTIMATE: \$2,928.80
- PROJECT CONTINGENCY: \$10,558.00

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**TOTAL: \$49,468.00**



# **CONTINGENCY PLAN:**

Issues that may not have been taken into account in the budget:

- Irrigation costing more than predicted
- Vandalism of the trees
  - Pedestrians damaging growing trees
- Maintenance of trees
  - Irrigation, growing in the right direction, etc.
- Unforeseen field conditions
- Material cost over overruns



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## AGENDA TRANSMITTAL

**MEETING DATE:** July 30, 2019

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2019-\_\_\_\_: Amending the City of Suisun City Schedule of Salary and Benefits for Executive Management and Confidential Employees, and Authorizing the City Manager to Execute it on Behalf of the City.

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**FISCAL IMPACT:** There would be a financial impact due to these adjustments. At the top step, the impact due to the adjustment to the Fire Chief and Police Chief would be up to \$1,572 per month per position (\$18,864 per year). This adjustment would be partially offset by the loss of the 3% confidential pay in the amount of \$382.84 per month or \$4,114.08 per year per position for a net increase of approximately \$1,229.16 per month per position (\$14,749 per year). There are also some minor savings due to changes in other terms.

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**BACKGROUND:** From the March 5, 2019 City Council meeting staff report:

“The Unrepresented Executive Management & Confidential Employee Compensation Program (the “Program”) will be set up to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, clear identification of goals and objectives, and by relating effective job performance to an incentive program. Also inherent in such a program is the means of retaining good Department Heads and strengthening managers whose effectiveness and performances fall short of reasonable levels of expectation.

For Confidential employees, this program recognizes and rewards performance and ensures that employees who are not fully represented by a union are treated at least equally to represented employees. All rights and benefits of those outside of the Executive Management/FLSA Exempt category will continue to receive benefits from the labor group that generally represents their job classification. Employees Covered: Employees covered under this program shall include the following: At-Will Management/FLSA Exempt (Confidential) - Chief of Police - Fire Chief - Administrative Services Director - Development Services Director - Recreation, Parks and Marina Director - Public Works Director Confidential. FLSA Exempt (SCMPEA) - Deputy (Assistant) City Clerk - Senior Management Analyst – Admin Services Department - Accounting Services Manager Confidential, FLSA non-exempt (SCEA) - Administrative Assistant II to the Police Department - Payroll Technician - Human Resources Technician

Additional job classes may be added to the Program from time to time based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-Will Management, Confidential, based upon the nature of the work. As part of the program, Confidential employees will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a designated

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**PREPARED BY:**

Greg Folsom, City Manager

Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease.

Furthermore, the Executive Management Employees will have a Schedule of Salary and Benefits to better align them with current practices of municipal executive teams. The salary schedule as previously approved in Resolution No. 2019-\_\_ will not change. But, similar to other labor groups, the schedule of benefits will differentiate these employees, further highlighted by their Item 8 16 “at-will” status.”

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**STAFF REPORT:** The Schedule of Salary and Benefits for Executive Management and Confidential Employees (the Plan) was brought to Council for the first time on March 5, 2019 to provide for a written benefit plan for unrepresented Executive Management Employees whose benefits traditionally mirrored those in the SCMPEA Memorandum of Understanding. According to the October 2018 Compensation Study, every Executive Management Employee was below the 90% compensation rate and it was the desire of Council to provide some enhancements in order to retain Executive Management staff. However, it was brought to the attention of the new Mayor and new City Manager that the Plan had not been sufficiently transparent in its adoption.

Over a series of closed session meetings, staff met with Council to go over the terms of the Plan, which is subject to modification at any time. Council directed staff to make the following significant modifications to the existing Plan:

- The salary ranges for Executive Management Employees is included in the Plan.
- The salary range for Chief of Police is amended higher.
- The salary range for Fire Chief is amended higher.
- The General Considerations section is removed.
- The Limitations on Tuition Reimbursement is amended to include more specific language and a reduced tuition reimbursement of \$1,500 per fiscal year rather than \$1,800.
- The Assistant City Manager section was removed.
- Advanced Education Compensation was amended to include language restricting the incentive to a maximum of 3%.
- The Termination section was removed.
- The Staff Development section was removed.
- The Vacation Leave section was amended to include a different accrual schedule.
- The Conversion of Unused Vacation to Cash section was amended to reduce the sellback of vacation leave to 40 hours per year.
- The Executive Leave section was amended to allocate Executive Leave on a semi-annual basis.
- The Confidential Employee Program section was amended to remove the Police Chief and the Fire Chief immediately from qualification for Confidential Pay and to remove future department heads from the Confidential Employee Program.

This agenda item includes the draft Plan, the current Plan, and the redlined version showing changes between the current Plan and the draft Plan. The draft Plan details the Salary Ranges for Executive Management Employees, which will also be in the overall City Salary Schedule.

**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2019-\_\_\_: Amending the City of Suisun City Schedule of Salary and Benefits for Executive Management and Confidential Employees, and Authorizing the City Manager to Execute it on Behalf of the City.

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**ATTACHMENTS:**

1. Resolution No. 2019-\_\_\_: Amending the City of Suisun City Schedule of Salary and Benefits for Executive Management and Confidential Employees, and Authorizing the City Manager to Execute it on Behalf of the City.
2. Draft Schedule of Salary and Benefits for Executive Management and Confidential Employees (clean copy)
3. Draft Schedule of Salary and Benefits for Executive Management (Redlined)
4. Draft Confidential Employees Program (Redlined)
5. Current Schedule of Salary and Benefits for Executive Management and Confidential Employees (approved March 5, 2019)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AMENDING THE CITY OF SUISUN CITY SCHEDULE OF SALARY AND BENEFITS FOR EXECUTIVE MANAGEMENT AND CONFIDENTIAL EMPLOYEES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY.**

**WHEREAS**, On March 5, 2019 the Suisun City Council did approve a Schedule of Salary and Benefits for Executive Management and Confidential Employees (the Plan); and

**WHEREAS**, the Plan was not originally discussed in a fully transparent manner; and

**WHEREAS**, the Plan may be adjusted at any time by the City Council; and

**WHEREAS**, the City Council would like to amend sections of the Plan; and

**WHEREAS**, the City does not intend for this resolution to conflict with any requirements of state law specific to the sworn positions of Chief of Police and Fire Chief; and

**WHEREAS**, the City Manager has recommended changes to the salary ranges that apply to the Classes of Fire Chief and Police Chief.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City hereby adopts Resolution No. 2019-\_\_ : Amending the City of Suisun City Schedule of Salary and Benefits for Executive Management and Confidential Employees, and Authorizing the City Manager to Execute it on Behalf of the City.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 30<sup>th</sup> day of July 2019, by the following vote:

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

**WITNESS** my hand and the seal of said City this 30<sup>th</sup> day of July 2019.

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

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**CITY OF SUISUN CITY  
AMENDED AND RESTATED  
SCHEDULE OF SALARY AND BENEFITS FOR  
EXECUTIVE MANAGEMENT EMPLOYEES  
EFFECTIVE July 30, 2019**

**ARTICLE I                    INTRODUCTION**

**Section 01.                    AFFECTED EMPLOYEES.** This Schedule of Salary and Benefits for Executive Management Employees (the "EME Compensation Schedule") shall be in force and effect for the following classifications of central management employees with the City of Suisun City ("City"), hereinafter referred to as the "Affected Employee(s)":

- Administrative Services Director
- Chief of Police
- Development Services Director
- Fire Chief
- Public Works Director / City Engineer
- Recreation, Parks, & Marina Director

**ARTICLE II                    SALARY**

**Section 01.                    BASIC COMPENSATION PLAN.** There is hereby maintained and restated a basic compensation plan for the Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The salary and wage schedule set forth below shall constitute the basic compensation plan for these Affected Employees consisting of a range of pay available and identified by position.

**Section 02.                    SALARY AND WAGE SCHEDULE.** The Affected Employees shall have the following monthly pay ranges, which shall become effective upon passage of a resolution by City Council. The salary ranges shall be effective as indicated below:

Administrative Services Director	\$8,465.60 - \$11,427.87
Chief of Police	\$10,695.13 - \$13,000.00
Development Services Director	\$8,465.60 - \$11,427.87
Fire Chief	\$10,695.13 - \$13,000.00
Public Works Director / City Engineer	\$8,465.60 - \$11,427.87
Recreation, Parks, & Marina Director	\$8,465.60 - \$11,427.87

**Effective January 1, 2020 (or closest pay period)**

Automatic COLA adjustment based on Consumer Price Index (CPI) as calculated by the U.S. Department of Labor, Bureau of Labor Statistics for the San Francisco-Oakland-Hayward region for Urban Wage Earners and Clerical Workers; the CPI index will be determined from the annual average index published at the end of the calendar year prior (2018), which is the same CPI used to build the city's budget for FY 19/20. The published CPI (annual average) for 2018, as of January 11, 2019 is 3.9%.

**Section 03.                    LEVEL OF COMPENSATION.** The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as herein established.

**Section 04.**            **WORK SCHEDULES.** A 40.0-hour workweek consisting of five consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at 12:00 am on Friday through 11:59 on the following Thursday. All other work schedules shall be considered Alternative Work Schedules.

Alternative Work schedule: Nine workdays totaling 80 hours during a fourteen-day period beginning at 12:00 am on Friday through 11:59 pm on the following Thursday (hereinafter "9/80"), or any other configuration approved by the City Manager.

**Section 05.**            **FLSA EXEMPT STATUS.** The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

**Section 06.**            **ADVANCEMENT WITHIN SCHEDULE.** An Affected Employee shall be considered for advancement within the steps of the Salary and Wage Schedule set forth above at the discretion of the City Manager. The City Manager shall evaluate all Affected Employees on an annual basis as determined by the initial hire date. If it is determined that an Affected Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Affected Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

**Section 07.**            **EMPLOYMENT STATUS.** All Affected Employees are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination.

**ARTICLE III**            **OTHER COMPENSATION**

**Section 01.**            **LIMITATIONS ON TUITION REIMBURSEMENT.** Upon approval of the City Manager, the City shall reimburse an Affected Employee's costs for required school fees such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

- A. Courses, degrees and certifications must relate to the Affected Employee's position or be directly related to the employee's potential development with the City.
- B. Pre-approval by the City Manager is required in advance of registering for the course.
- C. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.

- D. Affected Employees shall only receive tuition reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.
- E. In the event an Affected Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- F. Upon completion of each course, an Affected Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the Affected Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the full cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an Affected Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action.

In no case shall the total amount of tuition reimbursement for individual courses provided to an Affected Employee in a given fiscal year exceed one thousand five hundred dollars (\$1,500). If an Employee leaves City service within two years of receiving educational reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City, which may be withheld from the Employee's final pay check.

**Section 02.**           **AUTOMOBILE ALLOWANCE.** Affected Employees shall receive three hundred (\$300) per month in automobile allowance or a take home city vehicle, as determined by the City Manager. This allowance will be in lieu of expense claims for the use of private automobiles on City business. All uses of city vehicles shall be per the city vehicle use policy.

**Section 03.**           **ADVANCED EDUCATION COMPENSATION.** Executive Management Employees that have an advanced degree (Master's degree, doctorate, etc.) that complements their job duties and descriptions or provides benefit to the City, and exceeds the job requirement, will be given a 3% base salary compensation adjustment. This incentive is limited to a maximum of 3% regardless of the number of degrees exceeding the job requirement. An advanced degree required for the position is not eligible for the incentive. This compensation must be approved by the City Manager.

**ARTICLE IV**           **RETIREMENT BENEFITS**

**Section 01.**       **THE PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)** provides that all Employees who are currently participating in a PERS retirement plan, or those who have had a break in service that does not exceed six months, shall be considered "Classic" Employees. All new Employees who do not meet those criteria shall be considered PEPRA New Employees.

**Section 02.**       Classic Miscellaneous Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, including the 1959 Survivor's Benefit

Level 3, for Miscellaneous Employees. The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions will be reported as "Special Compensation".

**Section 03.** Classic Safety Fire Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Safety Fire Employees. The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions will be reported as "Special Compensation". The salaries for Employees covered under the Safety Fire PERS Plan have been increased by 5.0 percent in lieu of the City's provision of 2.0 percent at 50 Safety Fire Retirement Plan.

**Section 04.** Classic Safety Police Employee Benefits. The City agrees to participate in the PERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article IX. The following provisions apply to Employees receiving Safety Police benefits:

- A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").
- B. The City shall pay the Employer's contribution, as well as 5.0 percent of the total Employee's contribution of 9.0 percent. Each covered Employee shall pay the 4.0 percent balance of the Employee's contribution.
- C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

**Section 05.** PEPR A New Miscellaneous Employee Benefits. The City agrees to provide 2.0% at 62 PERS Plan for New Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPR A, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPR A, the provisions of PEPR A shall take precedence.

**Section 06.** PEPR A New Safety Fire Employee Benefits. The City agrees to provide 2.0% at 57 PERS PEPR A Plan for New Safety Fire Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPR A, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPR A, the provisions of PEPR A shall take precedence.

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

**Section 08.** Participation in Group Medical/Dental. Any eligible Employee approved for a service retirement shall be entitled to participate in a City-provided group medical/dental plan, as long as it is permissible by the insurance provider, and as long as the retiree makes full and prompt payment of the full premium costs to the City. At any time such payments fall in arrears, the retiree shall cease to be eligible for group health plan membership.

**Section 09.** One-Year Final Compensation. The City provides one-year final compensation pursuant to Government Code Section 20042.

**Section 10.** Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.

**ARTICLE V**                    **VACATION LEAVE**

**Section 01.**                    **VACATION ACCRUAL.** Accumulation of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):

- A. For the First Five (5) Years of Service, employees shall earn and be credited with Vacation Leave at the rate of 15 workdays (120 hours) per year.
- B. For Years of Service from year Six (6) through Ten (10), employees shall earn and be credited with Vacation Leave at the rate of 20 workdays (160 hours) per year.
- C. Commencing with the Eleventh Year, employees shall earn and be credited with one additional Vacation Leave Day (8 hours) per additional year of service until reaching a maximum of 25 days (200 hours) per year after 15 years of service.

**Section 02.**                    **MAXIMUM ACCUMULATION.** Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 280.0 hours of Vacation Leave. Employees with over 15 years of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

**Section 03.**                    **HOLIDAY DURING VACATION.** An Employee is not charged Vacation Leave for a Holiday occurring during his/her Vacation Leave.

**Section 04.**                    **UTILIZATION OF VACATION LEAVE.** Utilization of vacation leave shall be scheduled through the City Manager, who shall, in his sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of vacation leave, the City Manager may consider such factors as the preferences of the Affected Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

**Section 05.**                    **CONVERSION OF UNUSED VACATION TO CASH.** Employees are allowed to request buyback of a maximum of 40 hours during a fiscal year as long as there remains a minimum of eight (8) hours in employee's vacation leave after buyback. Moreover, no request for conversion shall be granted unless first approved by the City Manager.

**Section 06.**                    **VACATION PAYMENT AT SEPARATION.** Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the separation, up to the maximum prescribed in this Article. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination. There shall be no pro-ration of vacation time for partial months of employment.

In the event of the death of an Affected Employee, payment for accrued and unused vacation leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Payment for accrued and unused vacation leave shall be dispersed at the next regular City payroll, but within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued vacation leave shall be made on the next regular payroll following the effective date of the separation.

## **ARTICLE VI**            **HOLIDAYS**

**Section 01.**            **HOLIDAY DATES.** All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

1. Recognized Holidays. The following are recognized as Holidays:
  - The first day of January, New Year's Day.
  - The third Monday in January, Martin Luther King's Birthday.
  - The third Monday in February, President's Day.
  - The last Monday in May, Memorial Day.
  - The fourth day of July, Independence Day.
  - The first Monday in September, Labor Day.
  - The second Monday in October, Columbus Day.
  - The eleventh day of November, Veteran's Day.
  - The fourth Thursday in November, Thanksgiving Day.
  - The fourth Friday in November, the day after Thanksgiving Day.
  - The twenty-fifth day of December, Christmas Day.One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.

Any date proclaimed by the Mayor of Suisun City as a Holiday. Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to review.

**Section 02.**            **HOLIDAY LEAVE BALANCE.** Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their Holiday Leave, a maximum of 100 hours is allowed to accrue in that balance. Employees may not cash out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval. If an Employee is at the limit, he/she must request to take Holiday Leave off. If a written request to do so is disapproved, the limit shall be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by 20 hours.

## **ARTICLE VII**            **OTHER LEAVES**

**Section 01.**            **FAMILY OR MEDICAL LEAVE.** Rules regarding Family or Medical Leave are set forth in Section 10.2 of the Personnel Rules.

**Section 02.**            **PREGNANCY DISABILITY LEAVE.** Rules regarding Pregnancy Disability Leave are set forth in Section 10.3 of the Personnel Rules.



Cash Option. An Employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.

**Section 03.**            **RESTRICTIONS.** An Employee may either enroll in the Core Flex Plan or be entitled to the Flexible Benefit Options as described in Section 2 of this Article, but may not participate in both, with the exception of the Voluntary Pre-Tax Payroll Deduction Flexible Spending Account.

**Section 04.**            **MEDICAL INSURANCE BENEFITS AFTER DEATH WHILE ON DUTY.** Should an affected employee lose his/her life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member's immediate dependent family. Said payments will continue for a period of up to two (2) years, providing the City's insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City's medical plan at its own cost after the two (2) years has elapsed, providing that the plan allows for continued participation.

**Section 05.**            **SICK LEAVE CONVERSION TO FUND MEDICAL PREMIUMS.** Upon normal retirement from the City, Employee may convert 25.0 percent of his/her Sick Leave balance to a cash equivalent and used to fund medical premiums. This conversion will be deducted from the amount reported for PERS credit in Subsection 3.A of Article VIII.

**Section 06.**            **INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION.** In the event any Affected Employee who has been employed by the City for a minimum of five (5) years of continuous full-time employment and suffers a work related injury and who is, thereby, absent from work due to such injury the City shall continue to make the insurance contribution then currently being permitted under Section 2 above for a maximum of ninety (90) days. Said contribution shall not extend to deferred compensation payments.

**ARTICLE X**            **WORKERS' COMPENSATION COVERAGE**

**Section 01.**            **WORKERS' COMPENSATION COVERAGE.** The City shall provide Workers' Compensation Insurance coverage (hereinafter "Workers' Comp") for all Employees through its self-insured program.

**ARTICLE XI**            **STATE DISABILITY INSURANCE COVERAGE**

**Section 01.**            **STATE DISABILITY INSURANCE.** The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for employees represented by SCMPEA. This program shall work as follows:

**Section 02.**            **PAYMENT OF SDI PREMIUMS.** SDI premiums shall be paid in full by the City on behalf of all participating Employees.

**ARTICLE XII**            **LIFE INSURANCE AND DEFERRED COMPENSATION**

**Section 01.**            **LIFE INSURANCE.** The City agrees to provide a \$200,000 term and accidental death and dismemberment insurance policy for each represented Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.

**Section 02.**            **ICMA DEFERRED COMPENSATION PLAN.** The City agrees to provide the ICMA Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to 3.5% per pay period. The City's match will be contributed to participating Employees on a pay-period basis.

**ARTICLE XIII**            **UNIFORMS AND UNIFORM ALLOWANCES**

**Section 01.**            **UNIFORM ALLOWANCES.** Annually on or before the dates indicated, the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

Police Chief:	\$1,300 annually
Fire Chief:	\$1,300 annually

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Greg Folsom, City Manager

## CONFIDENTIAL EMPLOYEE PROGRAM

### ***Definition:***

***Confidential Employee*** - an employee, who in the course of his or her duties, has access to confidential information relating to the City's administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

***Purpose of the Confidential Employee Compensation Program:*** For the Confidential Management employees, this program is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, clear identification of goals and objectives, and by relating effective job performance to an incentive program. Also inherent in such a program is the means of retaining good department heads and strengthening the managers (if any) whose effectiveness and performances fall short of reasonable levels of expectation.

For Confidential employees, this program recognizes and rewards performance and ensures that employees who are not fully represented by a union are treated at least equally to represented employees. All rights and benefits of those outside of the At-Will Management/FLSA Exempt category will receive benefits from the labor group their job title falls into.

***Employees Covered:*** Employees covered under this program shall include the following:

- A. At-Will Management/FLSA Exempt (Unrepresented-Confidential) hired prior to the effective date of this Program
  - Administrative Services Director
  - Development Services Director
  - Recreation, Parks, and Marina
  - Director Public Works Director
  
- B. Confidential. FLSA Exempt (SCMPEA)
  - Deputy (Assistant) City Clerk
  - Senior Management Analyst (Admin Services Department) Accounting & Finance Manager
  - Administrative Assistant to the Police Department
  
- C. Confidential. FLSA non-exempt CSCEA-SEIU Payroll Technician  
Human Resources Technician

Additional job classes may be added to the Confidential Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-Will Management, Confidential, based upon the nature of the work.

***Exempt Status of Employees Covered:*** Based upon the nature of the work, it is expressly understood that the At-will Management employees covered under this program are exempt from the overtime provisions of the Federal Fair Labor Standards Act. Other positions within Confidential employee groups are evaluated for FLSA coverage on a position-by-position basis.

***Confidential Pay Differential:*** Each Confidential employee will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a currently designated Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease at that time. Any employee that has an official Notary Commission and performs these duties in addition to their norm job duties shall be afforded a monthly \$50 allowance, approved by the employee's Department Head.

***Application of Compensation Plan:*** Annual performance evaluations will be completed, and salary adjustments implemented within sixty (60) days after the employee's anniversary date. If a person's anniversary date falls within the first week of a pay period, any increases will then be effective at the beginning of that pay period; if a person's anniversary date falls within the second week of a pay period, any increases will then be effective the pay period following the employee's anniversary date.

Effective Date. The effective date of this Program shall be July 30, 2019.

CITY OF SUISUN CITY

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Greg Folsom, City Manager      Date

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**CITY OF SUISUN CITY  
AMENDED AND RESTATED  
SCHEDULE OF SALARY AND BENEFITS FOR  
EXECUTIVE MANAGEMENT EMPLOYEES  
EFFECTIVE ~~DECEMBER 28, 2018~~ July 30, 2019**

**ARTICLE I                      INTRODUCTION**

**Section 01.                      AFFECTED EMPLOYEES.** This Schedule of Salary and Benefits for Executive Management Employees (the "EME Compensation Schedule") shall be in force and effect for the following classifications of central management employees with the City of Suisun City ("City"), hereinafter referred to as the "Affected Employee(s)":

- Administrative Services Director
- Chief of Police
- Development Services Director
- Fire Chief
- Public Works Director / City Engineer
- Recreation, Parks, & Marina Director

**ARTICLE II                      SALARY**

**Section 01.                      BASIC COMPENSATION PLAN.** There is hereby maintained and restated a basic compensation plan for the Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The salary and wage schedule set forth below shall constitute the basic compensation plan for these Affected Employees consisting of a range of pay available and identified by position.

**Section 02.                      SALARY AND WAGE SCHEDULE.** The Affected Employees shall have the following monthly pay ranges, which shall become effective upon passage of a resolution by City Council. The salary ~~tables-ranges~~ shall be effective as indicated below:

<u>Administrative Services Director</u>	<u>\$8,465.60 - \$11,427.87</u>
<u>Chief of Police</u>	<u>\$10,695.13 - \$13,000.00</u> <del><u>\$8,465.60 - \$11,427.87</u></del>
<u>Development Services Director</u>	<u>\$8,465.60 - \$11,427.87</u>
<u>Fire Chief</u>	<u>\$10,695.13 - \$13,000.00</u> <del><u>\$8,465.60 - \$11,427.87</u></del>
<u>Public Works Director / City Engineer</u>	<u>\$8,465.60 - \$11,427.87</u>
<u>Recreation, Parks, &amp; Marina Director</u>	<u>\$8,465.60 - \$11,427.87</u>

**~~Effective December 28, 2018 (Aligned to closest pay period to January 1, 2019)~~**

~~4% base salary increase retroactive to December 28, 2018. 4% one-time bonus based on base salary as of December 27, 2018. The 4% one-time bonus will be paid as soon as the labor agreement is finalized.~~

**Effective January 1, 2020 (or closest pay period)**

Automatic COLA adjustment based on Consumer Price Index (CPI) as calculated by the U.S. Department of Labor, Bureau of Labor Statistics for the San Francisco-Oakland-Hayward region for Urban Wage Earners and Clerical Workers; the CPI index will be determined from the annual average index published at the end of the calendar year prior (2018), which is the same CPI used to build the city's budget for FY 19/20. The published CPI (annual average) for 2018, as of January 11, 2019 is 3.9%.

**~~Section 03.                      GENERAL CONSIDERATIONS~~**

**Effective August 1, 2019**

~~Option to reopen negotiations to address current economic factors, and possibilities to implement the Compensation Report (dated October 16, 2018) within the limitations of the City's ability to pay.~~

**Effective August 1, 2020**

~~Negotiations will reopen for 2021 and be completed no later than January 31, 2021.~~

**Section 034. LEVEL OF COMPENSATION.** The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as herein established.

**Section 045. WORK SCHEDULES.** A 40.0-hour workweek consisting of five consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at 12:00 am on Friday through 11:59 on the following Thursday. All other work schedules shall be considered Alternative Work Schedules.

Alternative Work schedule: ~~N~~ine workdays totaling 80 hours during a fourteen-day period beginning at ~~noon-12:00 am~~ on Friday through ~~noon-11:59 pm~~ on the following ~~Friday-Thursday~~ (hereinafter "9/80"), or any other configuration approved by the City Manager.

**Section 056. FLSA EXEMPT STATUS.** The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

**Section 067. ADVANCEMENT WITHIN SCHEDULE.** An Affected Employee shall be considered for advancement within the steps of the Salary and Wage Schedule set forth above at the discretion of the City Manager. The City Manager shall evaluate all Affected Employees on an annual basis as determined by the initial hire date. If it is determined that an Affected Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Affected Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

**Section 078. EMPLOYMENT STATUS.** All Affected Employees are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination, ~~and those severance benefits, if any, as provided for herein under Article V, Sections 1 and 2.~~

**ARTICLE III                      OTHER COMPENSATION**

**Section 01. LIMITATIONS ON TUITION REIMBURSEMENT.** Upon approval of the City Manager, the City shall reimburse an Affected Employee's costs for required school fees such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees

such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

- A. Courses, degrees and certifications must relate to the Affected Employee's position or be directly related to the employee's potential development with the City.
- B. Pre-approval by the City Manager ~~of the course~~ is required in advance of registering for the course. for reimbursement.
- C. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.
- D. Affected Employees shall only receive tuition reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.
- E. In the event an Affected Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- F. Upon completion of each course, an Affected Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the Affected Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the full cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an Affected Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action.

No Affected Employee shall be reimbursed for any individual course in an amount greater nine hundred dollars (\$900) per semester. In no case shall the total amount of tuition reimbursement for individual courses provided to an Affected Employee in a given fiscal year exceed one thousand ~~eight~~ five hundred dollars (\$1,5800). If an Employee leaves City service within two years of receiving educational reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City, which may be withheld from the Employee's final pay check.

**Section 02.** ASSISTANT CITY MANAGER. At the discretion of the City Manager, an EME member will be appointed as the Assistant City Manager. This roll will be in conjunction with their duties as a department head and compensated at a rate of 5% additional salary determined by approval of the City Manager. This additional role will:

- 1. Provide specialized assistance to the City Manager; analyze procedures and policies, assist in fulfilling obligations of the City Manager.
- 2. Respond to and resolve community-based complaints and issues.

- ~~3. — Serve as staff liaison to various boards and commissions.~~
- ~~4. — Maintain communication with other jurisdiction officials to coordinate regional issues and represent the City; serve as liaison with Department Heads, City Council, City Manager, and other external agencies.~~
- ~~5. — Act as the City Manager in the absence of the City Manager.~~

**Section 023.** **AUTOMOBILE ALLOWANCE.** Affected Employees shall receive three hundred (\$300) per month in automobile allowance or a take home city vehicle, as determined by the City Manager. This allowance will be in lieu of expense claims for the use of private automobiles on City business. All uses of city vehicles shall be per the city vehicle use policy.

**Section 034.** **ADVANCED EDUCATION COMPENSATION.** Executive Management Employees that pursue and complete have an advanced degree (Master's degree, doctorate, etc.) that complements their job duties and descriptions or provides benefit to the City, and exceeds the job requirement, will be given a 3% base salary compensation adjustment. This incentive is limited to a maximum of 3% regardless of the number of degrees exceeding the job requirement. An advanced degree required for the position is not eligible for the incentive. This compensation must be approved by the City Manager.

#### **ARTICLE IV ————— RETIREMENT BENEFITS**

**Section 01.** **THE PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)** Provides that all Employees who are currently participating in a PERS retirement plan, or those who have had a break in service that does not exceed six months, shall be considered "Classic" Employees. All new Employees who do not meet those criteria shall be considered PEPRA New Employees.

**Section 02.** Classic Miscellaneous Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions will be reported as "Special Compensation".

**Section 03.** Classic Safety Fire Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Safety Fire Employees. The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions will be reported as "Special Compensation". The salaries for Employees covered under the Safety Fire PERS Plan have been increased by 5.0 percent in lieu of the City's provision of 2.0 percent at 50 Safety Fire Retirement Plan.

**Section 04.** Classic Safety Police Employee Benefits. The City agrees to participate in the PERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article IX. The following provisions apply to Employees receiving Safety Police benefits:

- A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").
- B. The City shall pay the Employer's contribution, as well as 5.0 percent of the total Employee's contribution of 9.0 percent. Each covered Employee shall pay the 4.0 percent balance of the Employee's contribution.

C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

**Section 05.** PEPR New Miscellaneous Employee Benefits. The City agrees to provide 2.0% at 62 PERS Plan for New Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPR, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEP RA, the provisions of PEP-RA shall take precedence.

**Section 06.** PEPR New Safety Fire Employee Benefits. The City agrees to provide 2.0% at 57 PERS PEPR Plan for New Safety Fire Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPR, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEP RA, the provisions of PEPR shall take precedence.

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

**Section 08.** Participation in Group Medical/Dental. Any eligible Employee approved for a service retirement shall be entitled to participate in a City-provided group medical/dental plan, as long as it is permissible by the insurance provider, and as long as the retiree makes full and prompt payment of the full premium costs to the City. At any time such payments fall in arrears, the retiree shall cease to be eligible for group health plan membership.

**Section 09.** One-Year Final Compensation. The City provides one-year final compensation pursuant to Government Code Section 20042.

**Section 10.** Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.

#### ARTICLE V TERMINATION

~~**Section 01.** SEVERANCE BENEFITS. The City shall give an Affected Employee who is terminated for any reason other than for cause an amount equivalent to one hundred twenty (120) calendar days of pay at the employee's then current rate of pay ("severance benefit"), together with others shall receive any vested benefit(s) as specifically provided for in this Executive Management Schedule. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services.~~

~~**Section 02.** SOLE AND ENTIRE BENEFITS. The foregoing Article V, Section 1, shall be the sole and entire obligation of the City upon the termination of any Affected Employee. Nothing herein is intended to grant any Affected Employee a property interest or other due process right or entitlement in his/her employment with the City, nor provide any right to a due process hearing prior to termination.~~

~~**Section 03.** TERMINATION FOR CAUSE. In the event an Affected Employee is terminated for cause as defined in Article IV, Section 1, the employee shall not be entitled to any severance~~

benefit, including that provided for in Article IV, Section 1, other than those vested benefits required by law.

**ARTICLE VI                    STAFF DEVELOPMENT**

~~**Section 01.                    TRAINING AND DEVELOPMENT.** Affected Employees may attend conferences, workshops, education classes and other programs for the purpose of professional development within the employee's scope of work provided that such attendance has been approved by the City Manager in advance and in writing ("approved conferences") pursuant to the City's Travel Policy.~~

~~**Section 02.                    REGISTRATION AND LODGING.** The City shall pay the registration fee for any approved conference. Said fee shall be paid directly by the City on the appropriate registration form with the prior written approval of the City Manager. The City shall pay the reasonable cost of lodging for any approved conference(s) which are located at such a distance as to make commuting impractical. The City may provide advance payment for lodging, payable to the hotel, upon approval by the City Manager pursuant to the City's Travel Policy.~~

~~**Section 03.                    MEALS.** The City shall reimburse an Affected Employee the cost of meals at any approved conference provided such reimbursement does not exceed Federal Per Diem Rates, based on the location and associated rate as per the Federal Pay.Org website (<https://federalpay.org/perdiem/2019/california>). Per diem rates must be validated from the California table for the specific year. The employee may receive an advance for daily meal costs. Receipts shall be provided by the employee indicating the actual cost of meals and either tendering a refund to the City or seeking additional payment to such employee based on final receipts.~~

~~**Section 04.                    REIMBURSEMENT SCHEDULE.** The foregoing advances and/or reimbursements for travel and meeting expenses shall be made on the City's regular warrant and shall be made only one (1) time per month.~~

**ARTICLE VH                    VACATION LEAVE**

~~**Section 01.**                    Vacation~~

EME's Vacation days are allotted per the table below.

	<b><u>40 hour week</u></b>
Year 1 = 15 days	120 hours
Year 2 = 16 days	128 hours
Year 3 = 17 days	136 hours
Year 4 = 18 days	144 hours
Year 5 = 19 days	152 hours
Year 6-10 = 20 days	160 hours
Year 11 = 21 days	168 hours
Year 12 = 22 days	176 hours
Year 13 = 23 days	184 hours
Year 14 = 24 days	192 hours
Year 15+ = 25 days	200 hours

**Maximum accrual:**

40 hour employee = 320 hours

Employees may elect cash out once per calendar year up to 50 hours by contacting Human Resources.

**Section 01. VACATION ACCRUAL.** Accumulation of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis—(basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):

- A. For the First Five (5) Years of Service, employees shall earn and be credited with Vacation Leave at the rate of 15 workdays (120 hours) per year.
- B. For Years of Service from year Six (6) through Ten (10), employees shall earn and be credited with Vacation Leave at the rate of 20 workdays (160 hours) per year. Commencing with the Sixth Year, employees shall earn and be credited with one additional Vacation Leave Day (8 hours) per additional year of service until reaching a maximum of 25 days (200 hours) per year after 15 years of service.
- C. Commencing with the Eleventh Year, employees shall earn and be credited with one additional Vacation Leave Day (8 hours) per additional year of service until reaching a maximum of 25 days (200 hours) per year after 15 years of service.

**Section 02. MAXIMUM ACCUMULATION.** Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 280.0 hours of Vacation Leave. Employees with over 15 years of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

**Section 03. HOLIDAY DURING VACATION.** An Employee is not charged Vacation Leave for a Holiday occurring during his/her Vacation Leave.

**Section 04. UTILIZATION OF VACATION LEAVE.** Utilization of vacation leave shall be scheduled through the City Manager, who shall, in his sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of vacation leave, the City Manager may consider such factors as the preferences of the Affected Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

**Section 05. CONVERSION OF UNUSED VACATION TO CASH.** ~~All vacation leave accrued and unused above two hundred forty (240) hours may be converted into cash payment at the Affected Employee's then current salary rate at time of cash out, but no Affected Employee shall request to cash out more than two hundred forty (240) hours in any one (1) fiscal year. Employees are allowed to request buyback of a maximum of 40 hours during a fiscal year as long as there remains a minimum of eight (8) hours in employee's vacation leave after buyback.~~ Moreover, no request for conversion shall be granted unless first approved by the City Manager.

**Section 06. VACATION PAYMENT AT SEPARATION.** Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the separation, up to the maximum prescribed in this Article. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination. There shall be no pro-ration of vacation time for partial months of employment.

In the event of the death of an Affected Employee, payment for accrued and unused vacation leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Payment for accrued and unused vacation leave shall be dispersed at the next regular City payroll, but within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued vacation leave shall be made on the next regular payroll following the effective date of the separation.

**ARTICLE VIII**                      **HOLIDAYS**

**Section 01.**                      **HOLIDAY DATES.** All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

1. Recognized Holidays. The following are recognized as Holidays:
  - The first day of January, New Year's Day.
  - The third Monday in January, Martin Luther King's Birthday.
  - The third Monday in February, President's Day.
  - The last Monday in May, Memorial Day.
  - The fourth day of July, Independence Day.
  - The first Monday in September, Labor Day.
  - The second Monday in October, Columbus Day.
  - The eleventh day of November, Veteran's Day.
  - The fourth Thursday in November, Thanksgiving Day.
  - The fourth Friday in November, the day after Thanksgiving Day.
  - The twenty-fifth day of December, Christmas Day.
  - One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.

Any date proclaimed by the Mayor of Suisun City as a Holiday. Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to ~~the meet and confer process~~ reviews.

**Section 02.**                      **HOLIDAY LEAVE BALANCE.** Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their Holiday Leave, a maximum of 100 hours is allowed to accrue in that balance. Employees may not cash out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval. If an Employee is at the limit, he/she must request to take Holiday Leave off. If a written request to do so is disapproved, the limit shall be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by 20 hours.

**ARTICLE VIII**                      **OTHER LEAVES**

**Section 01.**                      **FAMILY OR MEDICAL LEAVE.** Rules regarding Family or Medical Leave are set forth in Section 10.2 of the Personnel Rules.





**Section 01.**           **LIFE INSURANCE.** The City agrees to provide a \$200,000 term and accidental death and dismemberment insurance policy for each represented Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.

**Section 02.**           **ICMA DEFERRED COMPENSATION PLAN.** The City agrees to provide the ICMA Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to 3.5% per pay period. The City's match will be contributed to participating Employees on a pay-period basis.

**ARTICLE XIV-I**       **UNIFORMS AND UNIFORM ALLOWANCES**

**Section 01.**           **UNIFORM ALLOWANCES.** Annually on or before the dates indicated, the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

Police Chief:	\$1,300 annually
Fire Chief:	\$1,300 annually

~~Lori Wilson, Mayor~~ Greg Folsom, City Manager

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## CONFIDENTIAL EMPLOYEE PROGRAM

### *Definition:*

**Confidential Employee** - an employee, who in the course of his or her duties, has access to confidential information relating to the City's administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

***Purpose of the Confidential Employee Compensation Program:*** For the Confidential Management employees, this program is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, clear identification of goals and objectives, and by relating effective job performance to an incentive program. Also inherent in such a program is the means of retaining good department heads and strengthening the managers (if any) whose effectiveness and performances fall short of reasonable levels of expectation.

For Confidential employees, this program recognizes and rewards performance and ensures that employees who are not fully represented by a union are treated at least equally to represented employees. All rights and benefits of those outside of the At-Will Management/FLSA Exempt category will receive benefits from the labor group their job title falls into.

***Employees Covered:*** Employees covered under this program shall include the following:

- A. At-Will Management/FLSA Exempt (Unrepresented-Confidential) hired prior to the effective date of this Program
  - Administrative Services Director
  - Development Services Director
  - Recreation, Parks, and Marina Director
  - Public Works Director
  - ~~Chief of Police~~
  - ~~Fire Chief~~
  
- B. Confidential. FLSA Exempt (SCMPEA)
  - Deputy (Assistant) City Clerk
  - Senior Management Analyst (Admin Services Department)
  - Accounting & Finance Manager
  - Administrative Assistant to the Police Department
  
- C. Confidential. FLSA non-exempt CSCEA-SEIU)
  - Payroll Technician
  - Human Resources Technician

Additional job classes may be added to the Confidential Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the

reclassification of existing positions to either At-Will Management, Confidential, based upon the nature of the work.

***Exempt Status of Employees Covered:*** Based upon the nature of the work, it is expressly understood that the At-will Management employees covered under this program are exempt from the overtime provisions of the Federal Fair Labor Standards Act. Other positions within Confidential employee groups are evaluated for FLSA coverage on a position-by-position basis.

***Confidential Pay Differential:*** Each Confidential employee will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a currently designated Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease at that time. Any employee that has an official Notary Commission and performs these duties in addition to their normal job duties shall be afforded a monthly \$50 allowance, approved by the employee's Department Head.

***Application of Compensation Plan:*** Annual performance evaluations will be completed, and salary adjustments implemented within sixty (60) days after the employee's anniversary date. If a person's anniversary date falls within the first week of a pay period, any increases will then be effective at the beginning of that pay period; if a person's anniversary date falls within the second week of a pay period, any increases will then be effective the pay period following the employee's anniversary date.

Effective Date. The effective date of this ~~Agreement Program~~ shall be ~~December 28~~July 30, 2019~~8~~.

CITY OF SUISUN CITY

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

**CITY OF SUISUN CITY  
AMENDED AND RESTATED  
SCHEDULE OF SALARY AND BENEFITS FOR  
EXECUTIVE MANAGEMENT EMPLOYEES  
EFFECTIVE DECEMBER 28, 2018**

**ARTICLE I                    INTRODUCTION**

**Section 01.**                    **AFFECTED EMPLOYEES.** This Schedule of Salary and Benefits for Executive Management Employees (the "EME Compensation Schedule") shall be in force and effect for the following classifications of central management employees with the City of Suisun City ("City"), hereinafter referred to as the "Affected Employee(s)":

Administrative Services Director  
Chief of Police  
Development Services Director  
Fire Chief  
Public Works Director / City Engineer  
Recreation, Parks, & Marina Director

**ARTICLE II                    SALARY**

**Section 01.**                    **BASIC COMPENSATION PLAN.** There is hereby maintained and restated a basic compensation plan for the Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The salary and wage schedule set forth below shall constitute the basic compensation plan for these Affected Employees consisting of a range of pay available and identified by position.

**Section 02.**                    **SALARY AND WAGE SCHEDULE.** The Affected Employees shall have the following monthly pay ranges, which shall become effective upon passage of a resolution by City Council. The salary tables shall be effective as indicated below:

**Effective December 28, 2018 (Aligned to closest pay period to January 1, 2019)**

4% base salary increase retroactive to December 28, 2018. 4% one-time bonus based on base salary as of December 27, 2018. The 4% one-time bonus will be paid as soon as the labor agreement is finalized.

**Effective January 1, 2020 (or closest pay period)**

Automatic COLA adjustment based on Consumer Price Index (CPI) as calculated by the U.S. Department of Labor, Bureau of Labor Statistics for the San Francisco-Oakland-Hayward region for Urban Wage Earners and Clerical Workers; the CPI index will be determined from the annual average index published at the end of the calendar year prior (2018), which is the same CPI used to build the city's budget for FY 19/20. The published CPI (annual average) for 2018, as of January 11, 2019 is 3.9%.

**Section 03.                    GENERAL CONSIDERATIONS**

**Effective August 1, 2019**

Option to reopen negotiations to address current economic factors, and possibilities to implement the Compensation Report (dated October 16, 2018) within the limitations of the City's ability to pay.

**Effective August 1, 2020**

Negotiations will reopen for 2021 and be completed no later than January 31, 2021.

**Section 04.**                **LEVEL OF COMPENSATION.** The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as herein established.

**Section 05.**                **WORK SCHEDULES.** A 40.0-hour workweek consisting of five consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at noon on Friday through noon on the following Friday. All other work schedules shall be considered Alternative Work Schedules.

Alternative Work schedule, nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter "9/80"), or any other configuration approved by the City Manager.

**Section 06.**                **FLSA EXEMPT STATUS.** The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

**Section 07.**                **ADVANCEMENT WITHIN SCHEDULE.** An Affected Employee shall be considered for advancement within the steps of the Salary and Wage Schedule set forth above at the discretion of the City Manager. The City Manager shall evaluate all Affected Employees on an annual basis as determined by the initial hire date. If it is determined that an Affected Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Affected Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

**Section 08.**                **EMPLOYMENT STATUS.** All Affected Employees are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination, and those severance benefits, if any, as provided for herein under Article V, Sections 1 and 2.

### **ARTICLE III**                **OTHER COMPENSATION**

**Section 01.**                **LIMITATIONS ON TUITION REIMBURSEMENT.** No Affected Employee shall be reimbursed for any individual course in an amount greater nine hundred dollars (\$900) per semester. In no case shall the total amount of tuition reimbursement for individual courses provided to an Affected Employee in a given fiscal year exceed one thousand eight hundred dollars (\$1,800).

**Section 02.**                **ASSISTANT CITY MANAGER.** At the discretion of the City Manager, an EME member will be appointed as the Assistant City Manager. This roll will be in conjunction with their duties as a department head and compensated at a rate of 5% additional salary determined by approval of the City Manager. This additional role will:

1. Provide specialized assistance to the City Manager; analyze procedures and policies, assist in fulfilling obligations of the City Manager.
2. Respond to and resolve community based complaints and issues.
3. Serve as staff liaison to various boards and commissions.

4. Maintain communication with other jurisdiction officials to coordinate regional issues and represent the City; serve as liaison with Department Heads, City Council, City Manager, and other external agencies.
5. Act as the City Manager in the absence of the City Manager.

**Section 03.**           **AUTOMOBILE ALLOWANCE.** Affected Employees shall receive three hundred (\$300) per month in automobile allowance or a take home city vehicle. This allowance will be in lieu of expense claims for the use of private automobiles on City business.

**Section 04.**           **ADVANCED EDUCATION COMPENSATION.** Executive Management Employees that pursue and complete an advanced degree (Master's degree, doctorate, etc.) that compliments their job duties and descriptions or provides benefit to the City, will be given a 3% base salary compensation adjustment. This compensation must be approved by the City Manager.

#### **ARTICLE IV RETIREMENT BENEFITS**

**Section 01.**       **THE PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)** Provides that all Employees who are currently participating in a PERS retirement plan, or those who have had a break in service that does not exceed six months, shall be considered "Classic" Employees. All new Employees who do not meet those criteria shall be considered PEPRA New Employees.

**Section 02.**       Classic Miscellaneous Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions will be reported as "Special Compensation".

**Section 03.**       Classic Safety Fire Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Safety Fire Employees. The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions will be reported as "Special Compensation". The salaries for Employees covered under the Safety Fire PERS Plan have been increased by 5.0 percent in lieu of the City's provision of 2.0 percent at 50 Safety Fire Retirement Plan.

**Section 04.**       Classic Safety Police Employee Benefits. The City agrees to participate in the PERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article IX. The following provisions apply to Employees receiving Safety Police benefits:

- A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").
- B. The City shall pay the Employer's contribution, as well as 5.0 percent of the total Employee's contribution of 9.0 percent. Each covered Employee shall pay the 4.0 percent balance of the Employee's contribution.
- C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

**Section 05.**       PEPRA New Miscellaneous Employee Benefits. The City agrees to provide 2.0% at 62 PERS Plan for New Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS.

Pursuant to PEPR A, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEP RA, the provisions of PEP RA shall take precedence.

**Section 06.** PEPR A New Safety Fire Employee Benefits. The City agrees to provide 2.0% at 57 PERS PEPR A Plan for New Safety Fire Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPR A, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEP RA, the provisions of PEPR A shall take precedence.

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

**Section 08.** Participation in Group Medical/Dental. Any eligible Employee approved for a service retirement shall be entitled to participate in a City-provided group medical/dental plan, as long as it is permissible by the insurance provider, and as long as the retiree makes full and prompt payment of the full premium costs to the City. At any time such payments fall in arrears, the retiree shall cease to be eligible for group health plan membership.

**Section 09.** One-Year Final Compensation. The City provides one-year final compensation pursuant to Government Code Section 20042.

**Section 10.** Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.

## **ARTICLE V**                    **TERMINATION**

**Section 01.**                    **SEVERANCE BENEFITS.** The City shall give an Affected Employee who is terminated for any reason other than for cause an amount equivalent to one hundred twenty (120) calendar days of pay at the employee's then-current rate of pay ("severance benefit"), together with other vested benefit(s) as specifically provided for in this Executive Management Schedule. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services.

**Section 02.**                    **SOLE AND ENTIRE BENEFITS.** The foregoing Article V, Section 1, shall be the sole and entire obligation of the City upon the termination of any Affected Employee. Nothing herein is intended to grant any Affected Employee a property interest or other due process right or entitlement in his/her employment with the City, nor provide any right to a due process hearing prior to termination.

**Section 03.**                    **TERMINATION FOR CAUSE.** In the event an Affected Employee is terminated for cause as defined in Article IV, Section 1, the employee shall not be entitled to any severance benefit, including that provided for in Article IV, Section 1, other than those vested benefits required by law.

## **ARTICLE VI**                    **STAFF DEVELOPMENT**

**Section 01.**                    **TRAINING AND DEVELOPMENT.** Affected Employees may attend conferences, workshops, education classes and other programs for the purpose of professional development

within the employee's scope of work provided that such attendance has been approved by the City Manager in advance and in writing ("approved conferences") pursuant to the City's Travel Policy.

**Section 02. REGISTRATION AND LODGING.** The City shall pay the registration fee for any approved conference. Said fee shall be paid directly by the City on the appropriate registration form with the prior written approval of the City Manager. The City shall pay the reasonable cost of lodging for any approved conference(s) which are located at such a distance as to make commuting impractical. The City may provide advance payment for lodging, payable to the hotel, upon approval by the City Manager pursuant to the City's Travel Policy.

**Section 03. MEALS.** The City shall reimburse an Affected Employee the cost of meals at any approved conference provided such reimbursement does not exceed Federal Per Diem Rates, based on the location and associated rate as per the Federal Pay.Org website (<https://federalpay.org/perdiem/2019/california>). Per diem rates must be validated from the California table for the specific year. The employee may receive an advance for daily meal costs. Receipts shall be provided by the employee indicating the actual cost of meals and either tendering a refund to the City or seeking additional payment to such employee based on final receipts.

**Section 04. REIMBURSEMENT SCHEDULE.** The foregoing advances and/or reimbursements for travel and meeting expenses shall be made on the City's regular warrant and shall be made only one (1) time per month.

**ARTICLE VII VACATION LEAVE**

**Section 01.** Vacation

EME's Vacation days are allotted per the table below.

	<b><u>40 hour week</u></b>
Year 1 = 15 days	120 hours
Year 2 = 16 days	128 hours
Year 3 = 17 days	136 hours
Year 4 = 18 days	144 hours
Year 5 = 19 days	152 hours
Year 6-10 = 20 days	160 hours
Year 11 = 21 days	168 hours
Year 12 = 22 days	176 hours
Year 13 = 23 days	184 hours
Year 14 = 24 days	192 hours
Year 15+ = 25 days	200 hours
<b>Maximum accrual:</b>	
40 hour employee = 320 hours	

Employees may elect cash-out once per calendar year up to 50 hours by contacting Human Resources.

**Section 02. MAXIMUM ACCUMILATION.** Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 280.0 hours of Vacation Leave. Employees with over 15 years of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the

City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

**Section 03.**           **HOLIDAY DURING VACATION.** An Employee is not charged Vacation Leave for a Holiday occurring during his/her Vacation Leave.

**Section 04.**           **UTILIZATION OF VACATION LEAVE.** Utilization of vacation leave shall be scheduled through the City Manager, who shall, in his sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of vacation leave, the City Manager may consider such factors as the preferences of the Affected Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

**Section 05.**           **CONVERSION OF UNUSED VACATION TO CASH.** All vacation leave accrued and unused above two hundred forty (240) hours may be converted into cash payment at the Affected Employee's then-current salary rate at time of cash out, but no Affected Employee shall request to cash out more than two hundred forty (240) hours in any one (1) fiscal year. Moreover, no request for conversion shall be granted unless first approved by the City Manager.

**Section 06.**           **VACATION PAYMENT AT SEPARATION.** Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the separation, up to the maximum prescribed in this Article. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination. There shall be no pro-ration of vacation time for partial months of employment.

In the event of the death of an Affected Employee, payment for accrued and unused vacation leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Payment for accrued and unused vacation leave shall be dispersed at the next regular City payroll, but within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued vacation leave shall be made on the next regular payroll following the effective date of the separation.

## **ARTICLE VIII**           **HOLIDAYS**

**Section 01.**           **HOLIDAY DATES.** All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

1. Recognized Holidays. The following are recognized as Holidays:  
The first day of January, New Year's Day.  
The third Monday in January, Martin Luther King's Birthday.  
The third Monday in February, President's Day.  
The last Monday in May, Memorial Day.  
The fourth day of July, Independence Day.  
The first Monday in September, Labor Day.  
The second Monday in October, Columbus Day.  
The eleventh day of November, Veteran's Day.

The fourth Thursday in November, Thanksgiving Day.

The fourth Friday in November, the day after Thanksgiving Day.

The twenty-fifth day of December, Christmas Day.

One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.

Any date proclaimed by the Mayor of Suisun City as a Holiday. Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to the meet and confer process.

**Section 02.**           **HOLIDAY LEAVE BALANCE.** Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their Holiday Leave, a maximum of 100 hours is allowed to accrue in that balance. Employees may not cash out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval. If an Employee is at the limit, he/she must request to take Holiday Leave off. If a written request to do so is disapproved, the limit shall be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by 20 hours.

**ARTICLE IX**           **OTHER LEAVES**

**Section 01.**           **FAMILY OR MEDICAL LEAVE.** Rules regarding Family or Medical Leave are set forth in Section 10.2 of the Personnel Rules.

**Section 02.**           **PREGNANCY DISABILITY LEAVE.** Rules regarding Pregnancy Disability Leave are set forth in Section 10.3 of the Personnel Rules.

**Section 03.**           **LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY.**

1. The City shall comply with applicable federal and state laws governing work-related injuries, leaves and compensation
2. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.
3. The City shall coordinate accrued Sick Leave with Workers' Compensation benefits.
4. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, Executive Leave, and/or Holiday Leave consistent with the provisions of Personnel Rules Subsection 10.3.1. Upon expiration of all paid leave time, an Employee shall be entitled to receive compensation only from the City's Workers' Compensation third-party administrator.

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

**Section 05.**           **CATASTROPHIC LEAVE-SHARING PROGRAM.** Rules regarding the Catastrophic Leave-Sharing Program are set forth in Administrative Directive – AD10.

**Section 06.**           **JURY DUTY.** Rules regarding Jury Duty are set forth in Section 10.6 of the Personnel Rules.

**Section 07.**           **MILITARY LEAVE.** Rules regarding Military Leave are set forth in Section 10.7 of the Personnel Rules.



**ARTICLE XII-**

**WORKERS' COMPENSATION COVERAGE**

**Section 01.** The City shall provide Workers' Compensation Insurance coverage (hereinafter "Workers' Comp") for all Employees through its self-insured program.

**ARTICLE XIII-**

**STATE DISABILITY INSURANCE COVERAGE**

**Section 01.** **STATE DISABILITY INSURANCE.** The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for employees represented by SCMPEA. This program shall work as follows:

**Section 02.** **PAYMENT OF SDI PREMIUMS.** SDI premiums shall be paid in full by the City on behalf of all participating Employees.

**ARTICLE XIV-**

**LIFE INSURANCE AND DEFERRED COMPENSATION**

**Section 01.** **LIFE INSURANCE.** The City agrees to provide a \$200,000 term and accidental death and dismemberment insurance policy for each represented Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.

**Section 02.** **ICMA DEFERRED COMPENSATION PLAN.** The City agrees to provide the ICMA Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to 3.5% per pay period. The City's match will be contributed to participating Employees on a pay-period basis.

**ARTICLE XV-**

**UNIFORMS AND UNIFORM ALLOWANCES**

**Section 01.** **UNIFORM ALLOWANCES.** Annually on or before the dates indicated, the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

Police Chief:	\$1,300 annually
Fire Chief:	\$1,300 annually

## CONFIDENTIAL EMPLOYEE PROGRAM

### *Definition:*

**Confidential Employee** - an employee, who in the course of his or her duties, has access to confidential information relating to the City's administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

***Purpose of the Confidential Employee Compensation Program:*** For the Confidential Management employees, this program is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, clear identification of goals and objectives, and by relating effective job performance to an incentive program. Also inherent in such a program is the means of retaining good department heads and strengthening the managers (if any) whose effectiveness and performances fall short of reasonable levels of expectation.

For Confidential employees, this program recognizes and rewards performance and ensures that employees who are not fully represented by a union are treated at least equally to represented employees. All rights and benefits of those outside of the At-Will Management/FLSA Exempt category will receive benefits from the labor group their job title falls into.

***Employees Covered:*** Employees covered under this program shall include the following:

- A. **At-Will Management/FLSA Exempt (Unrepresented-Confidential)**
  - Administrative Services Director
  - Development Services Director
  - Recreation, Parks, and Marina Director
  - Public Works Director
  - Chief of Police
  - Fire Chief
  
- B. **Confidential. FLSA Exempt (SCMPEA)**
  - Deputy (Assistant) City Clerk
  - Senior Management Analyst (Admin Services Department)
  - Accounting & Finance Manager
  - Administrative Assistant to the Police Department
  
- C. **Confidential. FLSA non-exempt CSCEA-SEIU)**
  - Payroll Technician
  - Human Resources Technician

Additional job classes may be added to the Confidential Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the

reclassification of existing positions to either At-Will Management, Confidential, based upon the nature of the work.

**Exempt Status of Employees Covered:** Based upon the nature of the work, it is expressly understood that the At-will Management employees covered under this program are exempt from the overtime provisions of the Federal Fair Labor Standards Act. Other positions within Confidential employee groups are evaluated for FLSA coverage on a position-by-position basis.

**Confidential Pay Differential:** Each Confidential employee will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a currently designated Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease at that time. Any employee that has an official Notary Commission and performs these duties in addition to their normal job duties shall be afforded a monthly \$50 allowance, approved by the employee's Department Head.

**Application of Compensation Plan:** Annual performance evaluations will be completed, and salary adjustments implemented within sixty (60) days after the employee's anniversary date. If a person's anniversary date falls within the first week of a pay period, any increases will then be effective at the beginning of that pay period; if a person's anniversary date fall within the second week of a pay period, any increases will then be effective the pay period following the employee's anniversary date.

Effective Date. The effective date of this Agreement shall be December 28, 2018.

CITY OF SUISUN CITY



Richard J. Ramirez, Interim City Manager

3-11-19

Date

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## AGENDA TRANSMITTAL

**MEETING DATE:** July 30, 2019

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2019-\_\_\_\_: Amending the City of Suisun City Salary Resolution No. 2019-22 to Amend Executive Compensation.

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**FISCAL IMPACT:** There would be a financial impact due to these adjustments. The impact due to the CPI adjustment of the City Manager contract would be \$683.67 per month or \$8,204 per year. At the top step, the impact due to the adjustment to the Fire Chief and Police Chief would be up to \$1,572 per month per position (\$18,864 per year). This adjustment would be partially offset by the loss of the 3% confidential pay in the amount of \$382.84 per month or \$4,114.08 per year per position for a net increase of approximately \$1,229.16 per month per position (\$14,749 per year).

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**STAFF REPORT:** Section 2.3 of the City Manager's contract calls for a CPI increase effective July 1<sup>st</sup> of each year. The CPI increase using the All Urban Consumer Price Index for the San Francisco-Oakland-Hayward Area, as specified in the contract, was 4%. This adjustment will result in an amendment to the City Manager salary schedule showing a range of \$13,161 to \$17,767 per month, or \$75.93 to 102.50 per hour.

Additionally, assuming the Executive Management Salary and Benefits Plan is adopted, the Plan created what is essentially a Public Safety tier that is higher than the other Department Heads, which is typical in most cities. The salary range was adjusted for the Chief of Police and the Fire Chief to be between \$10,695 and \$13,000 per month, or \$61.70 to \$75.00 per hour.

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**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2019-\_\_\_\_: Amending the City of Suisun City Salary Resolution No. 2019-22 to Amend Executive Compensation

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**ATTACHMENTS:**

1. Resolution No. 2019-\_\_\_\_: Amending the City of Suisun City Salary Resolution No. 2019-22 to Amend Executive Compensation
2. Draft Executive Management Salary Schedule
3. City Manager's Contract
4. CPI worksheet

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**PREPARED BY:**

Greg Folsom, City Manager

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AMENDING SALARY RESOLUTION NO. 2019-22 TO AMEND EXECUTIVE  
COMPENSATION**

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

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

**WHEREAS**, the Salary Resolution is the method used to update the Compensation Plan from time to time as recommended by the City Manager; and

**WHEREAS**, the Salary Resolution was most recently updated by Resolution 2019-22; and

**WHEREAS**, the City Manager has recommended changes to the salary ranges that apply to the Classes of Fire Chief and Police Chief, and

**WHEREAS**, the City Council’s contract with the City Manager requires a salary adjustment effective July 1 of each year based upon the Consumer Price Index established by the United States Department of Labor.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City hereby rescinds the Salary Schedule adopted by Salary Resolution No. 2019-22, and adopts the updated Salary Schedule attached hereto as Exhibit A to update the pay ranges for City Manager, Fire Chief and Police Chief.

1                   **PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of  
2 Suisun City duly held on Tuesday, the 30<sup>th</sup> day of July 2019, by the following vote:

3 **AYES:**           Council Members: \_\_\_\_\_  
4 **NOES:**           Council Members: \_\_\_\_\_  
5 **ABSENT:**        Council Members: \_\_\_\_\_  
6 **ABSTAIN:**      Council Members: \_\_\_\_\_

7                   **WITNESS** my hand and the seal of said City this 30<sup>th</sup> day of July 2019.

8 \_\_\_\_\_  
9 Donna Pock, CMC  
10 Deputy City Clerk  
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**EXHIBIT A**

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

**Effective: July 30, 2019**

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Monthly	Hourly
City Manager* (1)	100	\$ 13,161	\$ 75.93	\$ 17,767	\$ 102.50
Fire Chief*	115	\$ 10,695	\$ 61.70	\$ 13,000	\$ 75.00
Police Chief*	110	\$ 10,695	\$ 61.70	\$ 13,000	\$ 75.00
Administrative Services Director*	108	\$ 8,465	\$ 48.84	\$ 11,428	\$ 65.93
Development Services Director*	128	\$ 8,465	\$ 48.84	\$ 11,428	\$ 65.93
Pub. Wks. & Bldg. Director/City Engineer*	123	\$ 8,465	\$ 48.84	\$ 11,428	\$ 65.93
Recreation, Parks & Marina Director*	140	\$ 8,465	\$ 48.84	\$ 11,428	\$ 65.93
Community Development Director*	130	\$ 7,548	\$ 43.54	\$ 10,189	\$ 58.78
Economic Development Director*	125	\$ 7,548	\$ 43.54	\$ 10,189	\$ 58.78
Chief Building Official*	135	\$ 7,548	\$ 43.54	\$ 10,189	\$ 58.78

**\*Exempt**

(1) City Manager salary adjustments set by contract and effective July 1.

**EXHIBIT A**

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

**Effective: December 27, 2019**

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Monthly	Hourly
City Manager* (1)	100	\$ 13,161	\$ 75.93	\$ 17,767	\$ 102.50
Fire Chief*	115	\$ 10,005	\$ 57.72	\$ 13,507	\$ 77.93
Police Chief*	110	\$ 10,005	\$ 57.72	\$ 13,507	\$ 77.93
Administrative Services Director*	108	\$ 8,795	\$ 50.74	\$ 11,873	\$ 68.50
Development Services Director*	128	\$ 8,795	\$ 50.74	\$ 11,873	\$ 68.50
Pub. Wks. & Bldg. Director/City Engineer*	123	\$ 8,795	\$ 50.74	\$ 11,873	\$ 68.50
Recreation, Parks & Marina Director*	140	\$ 8,795	\$ 50.74	\$ 11,873	\$ 68.50
Community Development Director*	130	\$ 7,842	\$ 45.24	\$ 10,587	\$ 61.08
Economic Development Director*	125	\$ 7,842	\$ 45.24	\$ 10,587	\$ 61.08
Chief Building Official*	135	\$ 7,842	\$ 45.24	\$ 10,587	\$ 61.08

**\*Exempt**

(1) City Manager salary adjustments set by contract and effective July 1.

**EXHIBIT A**

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

**Effective: July 30, 2019**

<b>Job Class</b>	<b>Range</b>	<b>Starting</b>		<b>Ending</b>	
		<b>Monthly</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Hourly</b>
Police Chief*	110	\$ 10,695	\$ 61.70	\$ 13,000	\$ 75.00
Police Commander*	255	\$ 7,525	\$ 43.42	\$ 10,159	\$ 58.61

**\*Exempt**

**EXHIBIT A**

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

**Effective: December 27, 2019**

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Monthly	Hourly
Police Chief*	110	\$ 10,005	\$ 57.72	\$ 13,507	\$ 77.93
Police Commander*	255	\$ 7,819	\$ 45.11	\$ 10,555	\$ 60.90

**\*Exempt**

**EXHIBIT A**

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

Effective: December 28, 2018

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Monthly	Hourly
<b>City Engineer*</b>	267	\$ 7,547	\$ 43.54	\$ 10,189	\$ 58.78
Police Commander*	255	\$ 7,525	\$ 43.42	\$ 10,159	\$ 58.61
<b>Public Works Superintendent*</b>	265	\$ 6,849	\$ 39.51	\$ 9,246	\$ 53.34
Financial Services Manager*	225	\$ 6,288	\$ 36.28	\$ 8,489	\$ 48.98
Accounting Services Manager*	207	\$ 6,035	\$ 34.82	\$ 8,148	\$ 47.01
Building Inspection Services Manager*	216	\$ 6,035	\$ 34.82	\$ 8,148	\$ 47.01
IT Services Manager*	276	\$ 6,035	\$ 34.82	\$ 8,148	\$ 47.01
Police Support Services Manager*	270	\$ 6,035	\$ 34.82	\$ 8,148	\$ 47.01
<b>Assistant/Associate Engineer-Associate*</b>	221	\$ 6,035	\$ 34.82	\$ 8,148	\$ 47.01
<b>Fire Division Chief*</b>	237	\$ 6,035	\$ 34.82	\$ 8,148	\$ 47.01
Senior Management Analyst*	238	\$ 5,754	\$ 33.20	\$ 7,768	\$ 44.82
Senior Planner*	239	\$ 5,754	\$ 33.20	\$ 7,768	\$ 44.82
<b>Project Manager*</b>	260	\$ 5,492	\$ 31.69	\$ 7,415	\$ 42.78
Senior Accountant*	205	\$ 5,492	\$ 31.69	\$ 7,415	\$ 42.78
Senior Building Inspector*	215	\$ 5,492	\$ 31.69	\$ 7,415	\$ 42.78
Assistant/Associate Engineer-Assistant*	220	\$ 5,486	\$ 31.65	\$ 7,406	\$ 42.73
<b>Assistant/Associate Planner-Associate*</b>	251	\$ 5,231	\$ 30.18	\$ 7,062	\$ 40.74
<b>Management Analyst I/II-II*</b>	236	\$ 5,231	\$ 30.18	\$ 7,062	\$ 40.74
Marina & Waterfront Events Manager*	240	\$ 5,231	\$ 30.18	\$ 7,062	\$ 40.74
<b>Housing Manager*</b>	230	\$ 5,029	\$ 29.01	\$ 6,789	\$ 39.17
Marketing Manager*	245	\$ 4,775	\$ 27.55	\$ 6,446	\$ 37.19
<b>Accountant*</b>	200	\$ 4,755	\$ 27.43	\$ 6,420	\$ 37.04
Assistant/Associate Planner-Assistant*	250	\$ 4,755	\$ 27.43	\$ 6,420	\$ 37.04
Management Analyst I/II-I*	235	\$ 4,755	\$ 27.43	\$ 6,420	\$ 37.04
<b>Dispatch/Records Supervisor*</b>	223	\$ 4,462	\$ 25.74	\$ 6,023	\$ 34.75
<b>Public Works Supervisor*</b>	222	\$ 4,440	\$ 25.62	\$ 5,994	\$ 34.58
<b>Administrative Fire Captain</b>	201	\$ 4,229	\$ 18.41	\$ 5,709	\$ 24.86
<b>Sec to City Mgr/Dep City Clerk*</b>	300	\$ 4,171	\$ 24.06	\$ 5,630	\$ 32.48
<b>Recreation Supervisor*</b>	241	\$ 3,796	\$ 21.90	\$ 5,125	\$ 29.57

**Bold** denotes benchmark class

\*Exempt

**EXHIBIT A**

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

Effective: December 27, 2019

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Monthly	Hourly
<b>City Engineer*</b>	267	\$ 7,842	\$ 45.24	\$ 10,586	\$ 61.07
Police Commander*	255	\$ 7,819	\$ 45.11	\$ 10,555	\$ 60.90
<b>Public Works Superintendent*</b>	265	\$ 7,116	\$ 41.05	\$ 9,606	\$ 55.42
Financial Services Manager*	225	\$ 6,534	\$ 37.69	\$ 8,820	\$ 50.89
Accounting Services Manager*	207	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
Building Inspection Services Manager*	216	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
IT Services Manager*	276	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
Police Support Services Manager*	270	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
<b>Assistant/Associate Engineer-Associate*</b>	221	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
<b>Fire Division Chief*</b>	237	\$ 6,271	\$ 36.18	\$ 8,465	\$ 48.84
Senior Management Analyst*	238	\$ 5,979	\$ 34.49	\$ 8,071	\$ 46.57
Senior Planner*	239	\$ 5,979	\$ 34.49	\$ 8,071	\$ 46.57
<b>Project Manager*</b>	260	\$ 5,707	\$ 32.92	\$ 7,704	\$ 44.45
Senior Accountant*	205	\$ 5,707	\$ 32.92	\$ 7,704	\$ 44.45
Senior Building Inspector*	215	\$ 5,707	\$ 32.92	\$ 7,704	\$ 44.45
Assistant/Associate Engineer-Assistant*	220	\$ 5,700	\$ 32.89	\$ 7,695	\$ 44.39
<b>Assistant/Associate Planner-Associate*</b>	251	\$ 5,435	\$ 31.36	\$ 7,338	\$ 42.33
<b>Management Analyst I/II-II*</b>	236	\$ 5,435	\$ 31.36	\$ 7,338	\$ 42.33
Marina & Waterfront Events Manager*	240	\$ 5,435	\$ 31.36	\$ 7,338	\$ 42.33
<b>Housing Manager*</b>	230	\$ 5,225	\$ 30.15	\$ 7,054	\$ 40.70
Marketing Manager*	245	\$ 4,961	\$ 28.62	\$ 6,698	\$ 38.64
<b>Accountant*</b>	200	\$ 4,941	\$ 28.50	\$ 6,670	\$ 38.48
Assistant/Associate Planner-Assistant*	250	\$ 4,941	\$ 28.50	\$ 6,670	\$ 38.48
Management Analyst I/II-I*	235	\$ 4,941	\$ 28.50	\$ 6,670	\$ 38.48
<b>Dispatch/Records Supervisor*</b>	223	\$ 4,636	\$ 26.74	\$ 6,258	\$ 36.11
<b>Public Works Supervisor*</b>	222	\$ 4,613	\$ 26.62	\$ 6,228	\$ 35.93
<b>Administrative Fire Captain</b>	201	\$ 4,394	\$ 19.13	\$ 5,932	\$ 25.83
<b>Sec to City Mgr/Dep City Clerk*</b>	300	\$ 4,333	\$ 25.00	\$ 5,850	\$ 33.75
<b>Recreation Supervisor*</b>	241	\$ 3,944	\$ 22.75	\$ 5,324	\$ 30.72

**Bold** denotes benchmark class

\*Exempt

**EXHIBIT A**

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

Effective: December 28, 2018

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	\$5,253	\$30.31	\$5,516	\$31.82	\$5,792	\$33.41	\$6,081	\$35.08	\$6,385	\$36.84	N/A	N/A	N/A	N/A
Police Officer w/ POST Basic Certificate	403	\$5,306	\$30.61	\$5,571	\$32.14	\$5,850	\$33.75	\$6,142	\$35.43	\$6,449	\$37.21	N/A	N/A	N/A	N/A
Police Officer w/ POST Int. Certificate	401	\$5,571	\$32.14	\$5,850	\$33.75	\$6,142	\$35.43	\$6,449	\$37.21	\$6,772	\$39.07	N/A	N/A	N/A	N/A
Police Officer w/ POST Int. & Adv Certs	402	\$5,850	\$33.75	\$6,142	\$35.43	\$6,449	\$37.21	\$6,772	\$39.07	\$7,110	\$41.02	N/A	N/A	N/A	N/A
Police Corporal	415	N/A	N/A	N/A	N/A	\$5,850	\$33.75	\$6,142	\$35.43	\$6,449	\$37.21	\$6,772	\$39.07	N/A	N/A
Police Corporal w/ POST Int. Cert.	416	N/A	N/A	N/A	N/A	\$6,142	\$35.43	\$6,449	\$37.21	\$6,772	\$39.07	\$7,110	\$41.02	N/A	N/A
Police Corporal w/ POST Int. & Adv.	417	N/A	N/A	N/A	N/A	\$6,449	\$37.21	\$6,772	\$39.07	\$7,110	\$41.02	\$7,466	\$43.07	N/A	N/A
<b>Police Sergeant</b>	450	\$6,603	\$38.09	\$6,933	\$40.00	\$7,279	\$42.00	\$7,643	\$44.10	\$8,026	\$46.30	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. Certificate	451	\$6,933	\$40.00	\$7,279	\$42.00	\$7,643	\$44.10	\$8,026	\$46.30	\$8,427	\$48.62	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. & Adv.	452	\$7,279	\$42.00	\$7,643	\$44.10	\$8,026	\$46.30	\$8,427	\$48.62	\$8,848	\$51.05	N/A	N/A	N/A	N/A

**Bold** denotes benchmark class

**EXHIBIT A**

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

Effective: December 27, 2019

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	\$5,458	\$31.49	\$5,731	\$33.06	\$6,017	\$34.72	\$6,318	\$36.45	\$6,634	\$38.27	N/A	N/A	N/A	N/A
Police Officer w/ POST Basic Certificate	403	\$5,306	\$30.61	\$5,571	\$32.14	\$5,850	\$33.75	\$6,142	\$35.43	\$6,449	\$39.04	N/A	N/A	N/A	N/A
Police Officer w/ POST Int. Certificate	401	\$5,846	\$33.72	\$6,138	\$35.41	\$6,445	\$37.18	\$6,767	\$39.04	\$7,105	\$40.99	N/A	N/A	N/A	N/A
Police Officer w/ POST Int. & Adv Certs	402	\$6,138	\$35.41	\$6,445	\$37.18	\$6,767	\$39.04	\$7,105	\$40.99	\$7,461	\$43.04	N/A	N/A	N/A	N/A
Police Corporal	415	N/A	N/A	N/A	N/A	\$6,138	\$35.41	\$6,445	\$37.18	\$6,767	\$39.04	\$7,105	\$40.99	N/A	N/A
Police Corporal w/ POST Int. Cert.	416	N/A	N/A	N/A	N/A	\$6,445	\$37.18	\$6,767	\$39.04	\$7,105	\$40.99	\$7,461	\$43.04	N/A	N/A
Police Corporal w/ POST Int. & Adv.	417	N/A	N/A	N/A	N/A	\$6,767	\$39.04	\$7,105	\$40.99	\$7,461	\$43.04	\$7,834	\$45.19	N/A	N/A
<b>Police Sergeant</b>	450	\$6,928	\$39.97	\$7,274	\$41.97	\$7,638	\$44.07	\$8,020	\$46.27	\$8,421	\$48.58	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. Certificate	451	\$7,274	\$41.97	\$7,638	\$44.07	\$8,020	\$46.27	\$8,421	\$48.58	\$8,842	\$51.01	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. & Adv.	452	\$7,638	\$44.07	\$8,020	\$46.27	\$8,421	\$48.58	\$8,842	\$51.01	\$9,284	\$53.56	N/A	N/A	N/A	N/A

**Bold** denotes benchmark class

**EXHIBIT A**

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

Effective: December 28, 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	\$5,190	\$29.94	\$5,449	\$31.44	\$5,722	\$33.01	\$ 6,008	\$34.66	\$6,308	\$36.39
<b>Building Inspector I/II-II</b>	521	\$4,937	\$28.48	\$5,184	\$29.91	\$5,443	\$31.40	\$ 5,715	\$32.97	\$6,001	\$34.62
<b>Public Works Inspector</b>	570	\$5,189	\$29.94	\$5,449	\$31.44	\$5,721	\$33.01	\$ 6,007	\$34.66	\$6,308	\$36.39
Youth Services Specialist	590	\$4,606	\$26.57	\$4,836	\$27.90	\$5,078	\$29.30	\$ 5,332	\$30.76	\$5,599	\$32.30
Senior Public Safety Dispatcher	530	\$4,504	\$25.99	\$4,730	\$27.29	\$4,966	\$28.65	\$ 5,214	\$30.08	\$5,475	\$31.59
Building Inspector I/II-I	520	\$4,489	\$25.90	\$4,714	\$27.20	\$4,950	\$28.56	\$ 5,197	\$29.98	\$5,457	\$31.48
Human Resources Technician	519	\$4,401	\$25.39	\$4,621	\$26.66	\$4,853	\$28.00	\$ 5,095	\$29.40	\$5,350	\$30.87
Permit Technician	518	\$4,401	\$25.39	\$4,621	\$26.66	\$4,853	\$28.00	\$ 5,095	\$29.40	\$5,350	\$30.87
<b>Housing Specialist I/II-II</b>	561	\$4,200	\$24.23	\$4,410	\$25.44	\$4,631	\$26.72	\$ 4,862	\$28.05	\$5,105	\$29.45
<b>Public Safety Dispatcher I/II-II</b>	526	\$4,095	\$23.63	\$4,300	\$24.81	\$4,515	\$26.05	\$ 4,741	\$27.35	\$4,978	\$28.72
Housing Specialist I/II-I	560	\$4,001	\$23.08	\$4,201	\$24.24	\$4,411	\$25.45	\$ 4,632	\$26.72	\$4,863	\$28.06
<b>Administrative Assistant II</b>	511	\$4,001	\$23.08	\$4,201	\$24.24	\$4,411	\$25.45	\$ 4,632	\$26.72	\$4,863	\$28.06
Recreation Coordinator	580	\$3,900	\$22.50	\$4,095	\$23.63	\$4,300	\$24.81	\$ 4,515	\$26.05	\$4,741	\$27.35
Accounting Technician	508	\$3,885	\$22.41	\$4,080	\$23.54	\$4,283	\$24.71	\$ 4,498	\$25.95	\$4,723	\$27.25
Senior Account Clerk	505	\$3,885	\$22.41	\$4,080	\$23.54	\$4,283	\$24.71	\$ 4,498	\$25.95	\$4,723	\$27.25
Senior Maintenance Worker	568	\$3,825	\$22.07	\$4,017	\$23.17	\$4,217	\$24.33	\$ 4,428	\$25.55	\$4,650	\$26.82
<b>Fleet Mechanic</b>	555	\$3,825	\$22.07	\$4,017	\$23.17	\$4,217	\$24.33	\$ 4,428	\$25.55	\$4,650	\$26.82
Public Safety Dispatcher I/II-I	525	\$3,825	\$22.07	\$4,017	\$23.17	\$4,217	\$24.33	\$ 4,428	\$25.55	\$4,650	\$26.82
Administrative Assistant I	510	\$3,737	\$21.56	\$3,924	\$22.64	\$4,121	\$23.77	\$ 4,327	\$24.96	\$4,543	\$26.21
Rec. Prog. & Admin. Coordinator	581	\$3,737	\$21.56	\$3,924	\$22.64	\$4,121	\$23.77	\$ 4,327	\$24.96	\$4,543	\$26.21
Maintenance Worker I/II-II	566	\$3,644	\$21.02	\$3,826	\$22.08	\$4,018	\$23.18	\$ 4,219	\$24.34	\$4,430	\$25.56
Community Services Officer I/II-II	536	\$3,608	\$20.81	\$3,788	\$21.85	\$3,978	\$22.95	\$ 4,176	\$24.10	\$4,385	\$25.30
Account Clerk III	503	\$3,481	\$20.09	\$3,655	\$21.09	\$3,838	\$22.14	\$ 4,030	\$23.25	\$4,232	\$24.41
<b>Maintenance Worker I/II-I</b>	565	\$3,313	\$19.11	\$3,479	\$20.07	\$3,653	\$21.07	\$ 3,835	\$22.13	\$4,027	\$23.23
<b>Bldg Maintenance Worker I/II-II</b>	516	\$3,313	\$19.11	\$3,479	\$20.07	\$3,653	\$21.07	\$ 3,835	\$22.13	\$4,027	\$23.23
Community Services Officer I/II-I	535	\$3,278	\$18.91	\$3,442	\$19.86	\$3,614	\$20.85	\$ 3,795	\$21.89	\$3,984	\$22.99
<b>Account Clerk I/II-II</b>	501	\$3,165	\$18.26	\$3,324	\$19.17	\$3,490	\$20.13	\$ 3,664	\$21.14	\$3,848	\$22.20
Office Assistant	509	\$3,127	\$18.04	\$3,283	\$18.94	\$3,447	\$19.89	\$ 3,620	\$20.88	\$3,801	\$21.93
Bldg Maintenance Worker I/II-I	515	\$3,011	\$17.37	\$3,162	\$18.24	\$3,320	\$19.15	\$ 3,486	\$20.11	\$3,660	\$21.12
Account Clerk I/II-I	500	\$2,877	\$16.60	\$3,021	\$17.43	\$3,172	\$18.30	\$ 3,331	\$19.22	\$3,497	\$20.18

**Bold** denotes benchmark class

\*Exempt

**EXHIBIT A**

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

Effective: December 27, 2019

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	\$5,392	\$31.11	\$5,662	\$32.67	\$5,945	\$34.30	\$ 6,242	\$36.01	\$6,554	\$37.81
<b>Building Inspector I/II-II</b>	521	\$5,130	\$29.59	\$5,386	\$31.07	\$5,656	\$32.63	\$ 5,938	\$34.26	\$6,235	\$35.97
<b>Public Works Inspector</b>	570	\$5,189	\$29.94	\$5,449	\$31.44	\$5,721	\$33.01	\$ 6,007	\$34.66	\$6,308	\$36.39
Youth Services Specialist	590	\$4,786	\$27.61	\$5,025	\$28.99	\$5,276	\$30.44	\$ 5,540	\$31.96	\$5,817	\$33.56
Senior Public Safety Dispatcher	530	\$4,680	\$27.00	\$4,914	\$28.35	\$5,160	\$29.77	\$ 5,418	\$31.26	\$5,689	\$32.82
Building Inspector I/II-I	520	\$4,664	\$26.91	\$4,898	\$28.26	\$5,143	\$29.67	\$ 5,400	\$31.15	\$5,670	\$32.71
Human Resources Technician	519	\$4,573	\$26.38	\$4,802	\$27.70	\$5,042	\$29.09	\$ 5,294	\$30.54	\$5,559	\$32.07
Permit Technician	518	\$4,573	\$26.38	\$4,802	\$27.70	\$5,042	\$29.09	\$ 5,294	\$30.54	\$5,559	\$32.07
<b>Housing Specialist I/II-II</b>	561	\$4,364	\$25.18	\$4,582	\$26.44	\$4,811	\$27.76	\$ 5,052	\$29.15	\$5,304	\$30.60
<b>Public Safety Dispatcher I/II-II</b>	526	\$4,255	\$24.55	\$4,468	\$25.77	\$4,691	\$27.06	\$ 4,926	\$28.42	\$5,172	\$29.84
Housing Specialist I/II-I	560	\$4,157	\$23.98	\$4,365	\$25.18	\$4,583	\$26.44	\$ 4,812	\$27.76	\$5,053	\$29.15
<b>Administrative Assistant II</b>	511	\$4,157	\$23.98	\$4,365	\$25.18	\$4,583	\$26.44	\$ 4,812	\$27.76	\$5,053	\$29.15
Recreation Coordinator	580	\$4,052	\$23.38	\$4,255	\$24.55	\$4,468	\$25.78	\$ 4,691	\$27.06	\$4,926	\$28.42
Accounting Technician	508	\$4,037	\$23.29	\$4,239	\$24.45	\$4,451	\$25.68	\$ 4,673	\$26.96	\$4,907	\$28.31
Senior Account Clerk	505	\$4,037	\$23.29	\$4,239	\$24.45	\$4,451	\$25.68	\$ 4,673	\$26.96	\$4,907	\$28.31
Senior Maintenance Worker	568	\$3,974	\$22.93	\$4,173	\$24.08	\$4,382	\$25.28	\$ 4,601	\$26.54	\$4,831	\$27.87
<b>Fleet Mechanic</b>	555	\$3,974	\$22.93	\$4,173	\$24.08	\$4,382	\$25.28	\$ 4,601	\$26.54	\$4,831	\$27.87
Public Safety Dispatcher I/II-I	525	\$3,974	\$22.93	\$4,173	\$24.08	\$4,382	\$25.28	\$ 4,601	\$26.54	\$4,831	\$27.87
Administrative Assistant I	510	\$3,883	\$22.40	\$4,077	\$23.52	\$4,281	\$24.70	\$ 4,495	\$25.93	\$4,720	\$27.23
Rec. Prog. & Admin. Coordinator	581	\$3,883	\$22.40	\$4,077	\$23.52	\$4,281	\$24.70	\$ 4,495	\$25.93	\$4,720	\$27.23
Maintenance Worker I/II-II	566	\$3,786	\$21.84	\$3,976	\$22.94	\$4,174	\$24.08	\$ 4,383	\$25.29	\$4,602	\$26.55
Community Services Officer I/II-II	536	\$3,749	\$21.63	\$3,936	\$22.71	\$4,133	\$23.84	\$ 4,339	\$25.03	\$4,556	\$26.29
Account Clerk III	503	\$3,617	\$20.87	\$3,798	\$21.91	\$3,988	\$23.01	\$ 4,187	\$24.16	\$4,397	\$25.37
<b>Maintenance Worker I/II-I</b>	565	\$3,442	\$19.86	\$3,615	\$20.85	\$3,795	\$21.90	\$ 3,985	\$22.99	\$4,184	\$24.14
<b>Bldg Maintenance Worker I/II-II</b>	516	\$3,442	\$19.86	\$3,615	\$20.85	\$3,795	\$21.90	\$ 3,985	\$22.99	\$4,184	\$24.14
Community Services Officer I/II-I	535	\$3,406	\$19.65	\$3,576	\$20.63	\$3,755	\$21.66	\$ 3,943	\$22.75	\$4,140	\$23.88
<b>Account Clerk I/II-II</b>	501	\$3,289	\$18.97	\$3,453	\$19.92	\$3,626	\$20.92	\$ 3,807	\$21.96	\$3,998	\$23.06
Office Assistant	509	\$3,249	\$18.74	\$3,411	\$19.68	\$3,582	\$20.66	\$ 3,761	\$21.70	\$3,949	\$22.78
Bldg Maintenance Worker I/II-I	515	\$3,129	\$18.05	\$3,285	\$18.95	\$3,449	\$19.90	\$ 3,622	\$20.89	\$3,803	\$21.94
Account Clerk I/II-I	500	\$2,989	\$17.25	\$3,139	\$18.11	\$3,296	\$19.01	\$ 3,461	\$19.97	\$3,634	\$20.96

**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				
Police Officer Trainee	906	\$27.55	\$28.93			
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		\$12.47	\$13.10	\$13.75	\$14.44

**Exhibit A: Temporary/Hourly Employees**

Effective: December 27, 2019

Minimum \$ 13.00

Job Class	Range	A	B	C	D	E
Traffic Engineer - Temp	959	\$85.00				
Economic Development Consultant	956	\$65.00				
Background Investigator	955	\$49.92				
Police Officer Trainee	906	\$28.63	\$30.06			
Engineering Technician - Temp	900	\$21.32	\$22.39	\$23.51	\$24.68	\$25.92
Maintenance Worker II - Temp	916	\$18.66	\$19.59	\$20.57	\$21.60	\$22.68
Police Officer - Temp	905	\$18.22	\$19.13	\$20.09	\$21.09	\$22.15
Firefighter - Temp	910	\$18.22	\$19.13	\$20.09	\$21.09	\$22.15
Computer Systems Specialist	917	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
Financial Services Specialist	918	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
Planning Specialist	919	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
Public Works Specialist	921	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
Communications & Records Tech I - Temp	920	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
Administrative Assistant I - Temp	925	\$17.28	\$18.14	\$19.05	\$20.00	\$21.00
Community Services Officer I/II-I - Temp	930	\$16.56	\$17.39	\$18.26	\$19.17	\$20.13
Maintenance Worker I - Temp	915	\$16.96	\$17.81	\$18.70	\$19.64	\$20.62
Building Maintenance Worker I/II-I - Temp	914	\$16.00	\$16.80	\$17.64	\$18.52	\$19.44
Office Assistant - Temp	926	\$15.38	\$16.15	\$16.96	\$17.81	\$18.70
Recreation Specialist Supervisor	939	\$16.92	\$17.77	\$18.65	\$19.59	\$20.57
Recreation Specialist III	937	\$15.38	\$16.15	\$16.96	\$17.81	\$18.70
Recreation Specialist II	936	\$13.98	\$14.68	\$15.42	\$16.19	\$17.00
Recreation Specialist I	935		\$13.35	\$14.01	\$14.72	\$15.45

**Exhibit A: Temporary/Hourly Employees**

Effective: December 25, 2020

Minimum \$ 14.00

Job Class	Range	A	B	C	D	E
Traffic Engineer - Temp	959	\$85.00				
Economic Development Consultant	956	\$65.00				
Background Investigator	955	\$49.92				
Police Officer Trainee	906	\$28.63	\$30.06			
Engineering Technician - Temp	900	\$22.18	\$23.28	\$24.45	\$25.67	\$26.95
Maintenance Worker II - Temp	916	\$19.59	\$20.57	\$21.60	\$22.68	\$23.82
Police Officer - Temp	905	\$18.95	\$19.90	\$20.89	\$21.93	\$23.03
Firefighter - Temp	910	\$18.95	\$19.90	\$20.89	\$21.93	\$23.03
Computer Systems Specialist	917	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Financial Services Specialist	918	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Planning Specialist	919	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Public Works Specialist	921	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Communications & Records Tech I - Temp	920	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29
Administrative Assistant I - Temp	925	\$17.97	\$18.87	\$19.81	\$20.80	\$21.84
Community Services Officer I/II-I - Temp	930	\$17.22	\$18.09	\$18.99	\$19.94	\$20.94
Maintenance Worker I - Temp	915	\$17.81	\$18.70	\$19.64	\$20.62	\$21.65
Building Maintenance Worker I/II-I - Temp	914	\$16.80	\$17.64	\$18.52	\$19.44	\$20.42
Office Assistant - Temp	926	\$16.46	\$17.28	\$18.14	\$19.05	\$20.00
Recreation Specialist Supervisor	939	\$18.10	\$19.01	\$19.96	\$20.96	\$22.00
Recreation Specialist III	937	\$16.46	\$17.28	\$18.14	\$19.05	\$20.00
Recreation Specialist II	936	\$14.96	\$15.71	\$16.50	\$17.32	\$18.19
Recreation Specialist I	935		\$14.28	\$15.00	\$15.75	\$16.53

**Exhibit A: Temporary/Hourly Employees**

Effective: December 24, 2021

Minimum \$ 15.00

Job Class	Range	A	B	C	D	E
Traffic Engineer - Temp	959	\$85.00				
Economic Development Consultant	956	\$65.00				
Background Investigator	955	\$49.92				
Police Officer Trainee	906	\$28.63	\$30.06			
Engineering Technician - Temp	900	\$23.06	\$24.22	\$25.43	\$26.70	\$28.03
Maintenance Worker II - Temp	916	\$20.57	\$21.60	\$22.68	\$23.82	\$25.01
Police Officer - Temp	905	\$19.71	\$20.69	\$21.73	\$22.81	\$23.95
Firefighter - Temp	910	\$19.71	\$20.69	\$21.73	\$22.81	\$23.95
Computer Systems Specialist	917	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Financial Services Specialist	918	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Planning Specialist	919	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Public Works Specialist	921	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Communications & Records Tech I - Temp	920	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18
Administrative Assistant I - Temp	925	\$18.69	\$19.62	\$20.60	\$21.63	\$22.72
Community Services Officer I/II-I - Temp	930	\$17.91	\$18.81	\$19.75	\$20.74	\$21.77
Maintenance Worker I - Temp	915	\$18.70	\$19.64	\$20.62	\$21.65	\$22.73
Building Maintenance Worker I/II-I - Temp	914	\$17.64	\$18.52	\$19.44	\$20.42	\$21.44
Office Assistant - Temp	926	\$17.61	\$18.49	\$19.41	\$20.39	\$21.40
Recreation Specialist Supervisor	939	\$19.37	\$20.34	\$21.36	\$22.42	\$23.55
Recreation Specialist III	937	\$17.61	\$18.49	\$19.41	\$20.39	\$21.40
Recreation Specialist II	936	\$16.01	\$16.81	\$17.65	\$18.53	\$19.46
Recreation Specialist I	935		\$15.28	\$16.05	\$16.85	\$17.69

**CITY OF SUISUN CITY**  
**CITY MANAGER**  
**EMPLOYMENT AGREEMENT**

This CITY MANAGER EMPLOYMENT AGREEMENT (“Agreement”) is entered into and made effective the 5th day of March 2019, by and between the CITY OF SUISUN CITY, a general law city and municipal corporation (“City”) and Gregory Folsom, an individual (“Employee”).

**RECITALS**

WHEREAS, it is the desire of the City Council of the City of Suisun City (hereinafter the "City Council") to employ an individual to serve in the position of City Manager, which position is prescribed by State law, the City’s Municipal Code and in the job description attached hereto as Exhibit A; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the duties of the city manager of the City are set forth in Suisun City Municipal Code (“SCMC”) Sections 2.08.080 and 2.08.230; and

WHEREAS, pursuant to SCMC Section 2.08.020, “[t]he city manager shall be appointed by the city council solely on the basis of his executive and administrative qualifications and ability. He shall hold office at and during the pleasure of the city council . . . .” and

WHEREAS, the City requires the services of a city manager; and

WHEREAS, based on Employee’s executive and administrative qualifications and ability, the City Council desires to employ Employee to serve as the city manager for the City; and

WHEREAS, Employee has the required level of education, experience, skills and expertise to serve as the city manager of the City; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of city manager services to the City and its related agencies; and

WHEREAS, the parties wish to establish the terms and conditions of Employee’s provision of city manager professional services to the City and its related agencies through this Agreement.

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

**AGREEMENT**

**1.0 EMPLOYMENT & DUTIES**

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1.1 Duties. City hereby employs Employee as city manager for the City to perform the functions and duties of the city manager, as specified in the City's Municipal Code and in the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council shall, from time-to-time, direct or assign. Employee shall devote his best efforts and full-time attention to performance of these duties.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of city manager will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 8:00 a.m. to 6:00 p.m., Monday, Wednesday and Thursday; 8:00 a.m. to 7:00 p.m. on Tuesday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of city manager. The foregoing shall not preclude occasional teaching, writing, or consulting performed during Employee's time off.

1.4 Employment Status. Upon appointment to the city manager position, Employee shall serve at the will and pleasure of the City Council and understands that he shall be an "at-will" employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of his duties. Additionally, no such materials may be disclosed to any person or

entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Competitive Service. Employee understands, acknowledges and agrees that he is exempt from the City's personnel system pursuant to Suisun City Municipal Code Section 2.40.040 and the City's Personnel Rules (Administrative Directive – AD 7) pursuant to Personnel Rule Section 1.4.9.

1.7 FLSA Exempt Status. Employee agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

## 2.0 COMPENSATION AND REIMBURSEMENT

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base annual compensation shall be Two Hundred and Five Thousand Dollars and No Cents (\$205,000.00) annually ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Council and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 5.2. Following the annual performance review, the City may increase the Employee's salary. Any action to approve an increase must be approved by a majority vote of the Council at a public meeting. The City Council and/or the Employee reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action.

2.3 CPI Increase. Effective July 1<sup>st</sup> of every year, the base Salary shall be adjusted in accordance with any increase in the All Urban Consumer Price Index for the San Francisco-Oakland-Hayward Area ("CPI"), but will not be decreased in the event there is any year-to-year or cumulative decrease in the CPI during the Term of this Agreement. Any increase in the base Salary as a result of an increase to the CPI will be rounded up to the nearest dollar. Any changes in Employee's base Salary shall be based on the April year-to-year change.

2.4 Highest Paid Employee. Notwithstanding Employee's annual base Salary as set forth herein, the annual salary of Employee shall never be less than the annual base Salary (excluding overtime, other pay, or any incentive compensation) of the City's next highest paid employee.

## 3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence his services hereunder at 12:01 a.m. Pacific daylight savings time on April 2, 2019 or such earlier date upon which the City Council and Employee may mutually agree, in either event such date will also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. The term of this Agreement will be for three (3) years following the Effective Date (“Term”) (i.e. until 11:59 p.m. on April 1, 2022 and, thereafter, the term of this Agreement may be extended for such an additional term(s) as Employee and City Council mutually deem appropriate, as evidenced by a written amendment signed by both parties.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Council with at least thirty (30) days’ advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that he shall not be entitled to any severance pay.

3.4 Termination by City. Upon the decision of a majority of the City Council, the City Council may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The City Council’s right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City’s Personnel Rules or past City practices related to the employment, discipline or termination of the City’s employees. Employee expressly waives any rights provided for the city manager under the City’s Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre-termination or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of city manager. Upon appointment to the city manager position, Employee remains an at-will employee serving at the pleasure of the City Council.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days’ written notice of the termination for cause and the facts and grounds constituting such cause. The term “cause” shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City’s anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City’s Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City’s Personnel Rules, 8) Use or possession of illegal drugs, 9) Any illegal or unethical act involving personal gain, 10) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Council, 11) “abuse of office or position” as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Council Without Cause. By providing Employee at least thirty (30) days’ prior written notice thereof, the City Council may terminate Employee without cause but rather based upon management reasons such as implementing the City’s goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of

management styles. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

(c) Elections. In no event may Employee be terminated within ninety (90) days without cause before or after any municipal election for the selection or recall of one or more of the members of the City Council.

#### **4.0 SEVERANCE**

4.1 Severance Pay. In the event Employee is terminated without cause and does not challenge such termination, then City shall pay to Employee severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by six (6), less applicable deductions and excluding deferred compensation or the value of any other benefits. Employee is also entitled to accrued vacation leave. For each full year of service as City Manager for City, the amount of severance pay will be increased by one full month, capped at a maximum of eight (8) months.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the amounts provided herein. )

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution by Employee of a standard form Agreement of Separation, Severance, and General Release, to be mutually negotiated by the parties.

#### **5.0 PERFORMANCE EVALUATIONS**

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the City. Employee and City Council agree to at a minimum, fill out an evaluation for (self-evaluation for Employee) as provided for in Exhibit B. Nothing herein shall be deemed

to alter or change the employment status of Employee (as set forth in Section 1.3 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder. Further, the City Council and Employee may mutually agree to use a 3<sup>rd</sup> party facilitator, such as a League of California Cities Senior Advisor, to undertake the facilitation.

5.2 Annual Evaluation. The City Council shall review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Council's consideration, no later than December 31 of each year of the term of this Agreement, Employee's proposed annual performance goals and objectives and incorporate the City Council's suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Council may, at its sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at his its discretion, schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

## 6.0 BENEFITS

6.1 Benefits. City shall provide Employee those benefits, including (but not limited to) retirement/PERS Classic (non-PEPRA), vacation leave, holiday leave, insurance, executive leave, deferred compensation, sick leave, etc., provided to other executive management employees of City, except as noted below. The level of benefits to which Employee is entitled on the Effective Date of the Agreement shall remain in effect until changed by the City Council.

(a) Automobile Allowance. Employee shall be paid an automobile allowance of \$400 per month for use of personal vehicle. Additional mileage reimbursement per City policy when travel exceeds 50 miles per round trip. Employee is not precluded from using City vehicle for City business during, before, and after the normal workday if needed.

(b) Technology/Cell Phone Allowance. Employee shall be provided a City purchased and maintained cell phone, tablet, lap-top, personal computer, printer, remote access from home computer and all other related technology needed to successfully undertake the job of the City Manager.

(c) Vacation Leave. Vacation leave for the term of this contract shall be accrued at an annualized rate of 120 hours per year. Employee may accumulate up to 400 hours maximum Vacation Leave. Employee shall be entitled to an opening vacation balance of 80 hours. Employee shall be entitled to cash out up to 80 hours of vacation leave per fiscal year.

(d) Sick Leave. Sick leave shall be accrued at the same rate as other executive management staff per City policy. Employee shall be entitled to an opening sick leave balance of 96 hours.

(e) Executive Leave. Executive leave shall be provided at the rate of 120 hours per year. Executive leave shall be credited per City policies.

(f) Temporary Housing and Relocation Assistance. City shall provide temporary housing and relocation assistance up to a reimbursable amount of \$10,000 provided Employee resides in Suisun City within six months of Employees appointment date.

(g) Deferred Compensation. City agrees to contribute annually on behalf of Employee additional compensation in an amount equal to three and one-half percent (3.5%) of the Employee's annual base salary to a deferred compensation plan in equal installments at the same time other employees are paid, commencing with first pay period of employment. City agrees to transfer ownership to succeeding employers upon separation of employment.

## **7.0 PROFESSIONAL DEVELOPMENT**

7.1 Membership. The City encourages Employee's continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the City Council, including, but not limited to, International City/County Management Association (ICMA), California City Management Foundation (CCMF), California Association for Local Economic Development (CALED), and others as appropriate

7.2 Out-of-Town Meetings & Seminars. The City agrees to pay for/reimburse Employee the actual cost for registration, travel, lodging, meals, and other expenses incurred by Employee while attending overnight, out-of-town meetings or seminars related to his employment with the City, in accordance with the City's policies for expense reimbursement. City agrees to pay for/reimburse Employee for registration, travel, lodging, meals and other expenses to League of CA Cities annual conference and annual League of CA Cities City Manager Department meeting. Moreover, to be eligible Employee must have budgeted funds available for same; provided, however, that the City Council may, in their sole discretion, approve such unbudgeted expenditures if they deem it in the best interests of the City.

7.3 Local Meetings & Seminars. The City agrees to reimburse Employee the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City in accordance with the City's policies for expense reimbursement.

7.4 Incidental Expenses. The City agrees to reimburse Employee the actual cost of those incidental expenses necessarily incurred by Employee while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

## **8.0 BONDS AND INDEMNIFICATION**

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring

in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

**9.0 GENERAL PROVISIONS**

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

Mayor  
City of Suisun City  
701 Civic Center Blvd.  
Suisun City, California 94585

To Employee:

Gregory Folsom  
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

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

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

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. These statutes are incorporated herein by reference. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

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

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

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

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

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

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position.

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with

respect to the legal effect of this Agreement, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Suisun City has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has read and executed this Agreement. and agrees to be bound by the same.

CITY OF SUISUN CITY

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

ATTEST:

\_\_\_\_\_  
Linda Hobson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony R. Taylor, City Attorney

EMPLOYEE

\_\_\_\_\_  
Gregory Folsom

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respect to the legal effect of this Agreement, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Suisun City has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has read and executed this Agreement. and agrees to be bound by the same.

CITY OF SUISUN CITY

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

ATTEST:

\_\_\_\_\_  
Linda Hobson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony R. Taylor, City Attorney

EMPLOYEE

  
\_\_\_\_\_  
Gregory Folsom

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**U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS**  
Western Information Office, 90 7th St., Suite 14-100, San Francisco, CA 94103  
Information Staff (415) 625-2270 / Fax (415) 625-2351

**This page will no longer be updated as of June 2019.**  
Current and historical data can now be accessed at:  
[https://www.bls.gov/regions/west/data/cpi\\_tables.pdf](https://www.bls.gov/regions/west/data/cpi_tables.pdf)

**SAN FRANCISCO-OAKLAND-HAYWARD**

Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)

YEAR	SEMIANNUAL												ANNUAL AVERAGE		
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC		1ST HALF	2ND HALF
2000	176.5	178.7	178.7	178.7	179.1	179.1	181.7	181.7	183.4	183.4	184.1	184.1	177.7	182.6	180.2
2001	187.9	189.1	189.1	189.1	190.9	190.9	191.0	191.0	191.7	191.7	190.6	190.6	188.7	191.1	189.9
2002	191.3	193.0	193.0	193.0	193.2	193.2	193.5	193.5	194.3	194.3	193.2	193.2	192.3	193.7	193.0
2003	197.7	197.3	197.3	197.3	196.3	196.3	196.3	196.3	196.3	196.3	195.3	195.3	196.8	196.1	196.4
2004	198.1	198.3	198.3	198.3	199.0	199.0	198.7	198.7	200.3	200.3	199.5	199.5	198.2	199.5	198.8
2005	201.2	202.5	202.5	202.5	201.2	201.2	203.0	203.0	205.9	205.9	203.4	203.4	201.5	203.9	202.7
2006	207.1	208.9	208.9	208.9	209.1	209.1	210.7	210.7	211.0	211.0	210.4	210.4	207.9	210.6	209.2
2007	213.688	215.842	215.842	215.842	216.123	216.123	216.240	216.240	217.949	217.949	218.485	218.485	214.736	217.361	216.048
2008	219.612	222.074	222.074	222.074	225.181	225.181	225.411	225.411	225.824	225.824	218.528	218.528	221.730	223.804	222.767
2009	222.166	223.854	223.854	223.854	225.692	225.692	225.801	225.801	226.051	226.051	224.239	224.239	223.305	225.484	224.395
2010	226.145	227.697	227.697	227.697	228.110	228.110	227.954	227.954	228.107	228.107	227.658	227.658	226.994	227.944	227.469
2011	229.981	234.121	234.121	234.121	233.646	233.646	234.608	234.608	235.331	235.331	234.327	234.327	238.099	234.698	233.390
2012	236.880	238.985	238.985	238.985	239.806	239.806	241.170	241.170	242.834	242.834	239.533	239.533	238.099	241.201	239.650
2013	242.677	244.675	244.675	244.675	245.935	245.935	246.072	246.072	246.617	246.617	245.711	245.711	243.894	246.152	245.023
2014	248.615	251.495	251.495	251.495	253.317	253.317	253.354	253.354	254.503	254.503	252.273	252.273	250.507	253.463	251.985
2015	254.910	257.622	257.622	257.622	259.117	259.117	259.917	259.917	261.019	261.019	260.289	260.289	256.723	260.421	258.572
2016	262.600	264.565	264.565	264.565	266.041	266.041	267.853	267.853	270.306	270.306	269.483	269.483	263.911	268.777	266.344
2017	271.626	274.589	274.589	274.589	275.304	275.304	275.893	275.893	277.570	277.570	277.414	277.414	273.306	276.542	274.924
2018	281.308	283.422	283.422	283.422	286.062	286.062	287.664	287.664	289.673	289.673	289.896	289.896	282.666	288.435	285.550
2019	291.227	294.801	294.801	294.801											

Table of over-the-year percent increases. An entry for Feb. 2006 indicates the percentage increase from Feb. 2005 to Feb. 2006.

2001	6.5	5.8	5.8	5.8	6.6	6.6	5.1	5.1	4.5	4.5	3.5	3.5	6.2	4.7	5.4
2002	1.8	2.1	2.1	2.1	1.2	1.2	1.3	1.3	1.4	1.4	1.4	1.4	1.9	1.4	1.6
2003	3.3	2.2	2.2	2.2	1.6	1.6	1.4	1.4	1.0	1.0	1.1	1.1	2.3	1.2	1.8
2004	0.2	0.5	0.5	0.5	1.4	1.4	1.2	1.2	2.0	2.0	2.2	2.2	0.7	1.7	1.2
2005	1.6	2.1	2.1	2.1	1.1	1.1	2.2	2.2	2.8	2.8	2.0	2.0	1.7	2.2	2.0
2006	2.9	3.2	3.2	3.2	3.9	3.9	3.8	3.8	2.5	2.5	3.4	3.4	3.2	3.3	3.2
2007	3.2	3.3	3.3	3.3	3.4	3.4	2.6	2.6	3.3	3.3	3.8	3.8	3.3	3.2	3.3
2008	2.8	2.9	2.9	2.9	4.2	4.2	4.2	4.2	3.6	3.6	0.0	0.0	3.3	3.0	3.1
2009	1.2	0.8	0.8	0.8	0.2	0.2	0.2	0.2	0.1	0.1	2.6	2.6	0.7	0.8	0.7
2010	1.8	1.7	1.7	1.7	1.1	1.1	1.0	1.0	0.9	0.9	1.5	1.5	1.7	1.1	1.4
2011	1.7	2.8	2.8	2.8	2.4	2.4	2.9	2.9	3.2	3.2	2.9	2.9	2.2	3.0	2.6
2012	3.0	2.1	2.1	2.1	2.6	2.6	2.8	2.8	3.2	3.2	2.2	2.2	2.6	2.8	2.7
2013	2.4	2.4	2.4	2.4	2.6	2.6	2.0	2.0	1.6	1.6	2.6	2.6	2.4	2.1	2.2
2014	2.4	2.8	2.8	2.8	3.0	3.0	3.0	3.0	3.2	3.2	2.7	2.7	2.7	3.0	2.8
2015	2.5	2.4	2.4	2.4	2.3	2.3	2.6	2.6	2.6	2.6	3.2	3.2	2.5	2.7	2.6
2016	3.0	2.7	2.7	2.7	2.7	2.7	3.1	3.1	3.6	3.6	3.5	3.5	2.8	3.2	3.0
2017	3.4	3.8	3.8	3.8	3.5	3.5	3.0	3.0	2.7	2.7	2.9	2.9	3.6	2.9	3.2
2018	3.6	3.2	3.2	3.2	3.9	3.9	4.3	4.3	4.4	4.4	4.5	4.5	3.4	4.3	3.9
2019	3.5	4.0	4.0	4.0											

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## AGENDA TRANSMITTAL

**MEETING DATE:** July 30, 2019

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2019-\_\_\_: Authorizing the Application for Statewide Park Development Community Revitalization Program Grant Funds (Prop 68).

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**FISCAL IMPACT:** If awarded the grant, this would have positive impact on the Lighting and Landscaping Municipal Assessment fund.

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**BACKGROUND:** The Montebello Vista Lighting and Landscape Maintenance Assessment District does not generate sufficient revenue to cover expenses related to the maintenance of Montebello Vista Park, streetlight electricity/maintenance, and Walters Road entrance and median maintenance. During FY 2014-15, a group of neighbors asked the City Council to lend the District funding to hire a consultant to facilitate a process to put the District on a sound fiscal footing. As a result of the consultant's work, a District-wide vote was held to: 1) expand the District to include all homes that benefit from the amenities maintained by the District; 2) increase the assessment to cover the actual current costs associated with the desired level of service; and 3) add an annual inflation factor to the annual assessment to help the District revenues keep pace with inflation. The votes were counted at the July 7, 2015, City Council meeting and the changes were not approved. Currently the Assessment District Fund is in the negative by approximately \$47,000.

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**STAFF REPORT:** The City has an interest in helping reduce the maintenance costs at Montebello Vista Park while adding enhancements that provide more recreation opportunities and providing the possibility of revenue. Revenue could be used to offset maintenance costs and to provide for future maintenance needs. Proposition 68 funding is the mechanism that would allow for this project to be completed at no cost to the City with the exception of staff time. The total estimate for this project has not been established, but will be below the maximum allowance under the grant guidelines. This item was on the agenda at the July 17, 2019 Recreation, Parks, Marina, and Arts Commission and the commission unanimously recommended authorizing the application for Statewide Park Development Community Revitalization Program Grant Funds (Prop 68).

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**RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2019-\_\_\_: Authorizing the Application for Statewide Park Development Community Revitalization Program Grant Funds (Prop 68).

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**ATTACHMENTS:**

1. Resolution No. 2019-\_\_\_: Authorizing the Application for Statewide Park Development Community Revitalization Program Grant Funds (Prop 68).
2. Map of Proposed Site Improvements at Montebello Vista Park

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**PREPARED BY:**

Kris Lofthus, Recreation, Parks, and Marina Director

**REVIEWED/APPROVED By:**

Greg Folsom, City Manager

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**RESOLUTION NO. 2019-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT  
AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS (PROP 68)**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

**WHEREAS**, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby approves the filing of an application for the Montebello Vista Park Project; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

1 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules,  
2 regulations and guidelines.

3 6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

4 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun  
5 City held on Tuesday the 30th day of July 2019 by the following vote:

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

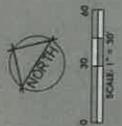
9 **WITNESS** my hand and the seal of said City this 30th day of July 2019.

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Donna Pock, CMC  
Deputy City Clerk



- PLAYGROUND**
  - GAMETIME PLAY SUPPLIES
  - SHADED PICNIC STRUCTURES
  - SHADE TREES
- PICNIC PAVILION**
  - PICNIC TABLES
  - BBQ
- FITNESS STATION**
  - SHADED WORKOUT AREA
  - EASY LOOP ACCESS ALONG TRAIL
- AMPHITHEATER/RESTROOM**
  - BANSHELL WITH STAGE
  - CONCRETE DANCE FLOOR
  - THREE TIERED SEATING
  - VIP SHADED SEATING
- CONCRETE ENTRY PLAZA**
  - ENTRY ARCH
- MULTI-USE BASKETBALL**
  - FENCED IN AREA
  - USABLE FOR MANY SPORTS
  - GAMETIME PLAY SUPPLIES
- INTERPRETIVE TRAIL**
  - SHADED PICNIC TABLES
  - INTERPRETIVE PIECES
  - AIRFORCE THEMED
  - 6' WIDE CONCRETE TRAIL



# MONTEBELLO VISTA PARK



OPPORTUNITIES PLAN

SUISUN CITY, CA

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## AGENDA TRANSMITTAL

**MEETING DATE:** July 30, 2019

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2019-\_\_\_\_: Adopting A Council Norms and Procedures Manual.

---

**FISCAL IMPACT:** There would be a no fiscal impact to the City.

---

**STAFF REPORT:** Many cities have a policy manual for the policies and procedures by which Council meetings will be conducted. This policy manual is especially helpful to new Councilmembers, but is also a valuable reference guide to veteran Councilmembers.

On July 16, 2019 a Special City Council Workshop was held to discuss a draft version of a Council Norms and Procedures Manual. The comments from that meeting were incorporated into the attached versions of the Manual. The clean version is the proposed version for approval. The redlined version highlights the changes that were made since the Workshop.

---

**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2019-\_\_\_\_: Adopting A Council Norms and Procedures Manual.

---

**ATTACHMENTS:**

1. Resolution No. 2019-\_\_\_\_: Adopting A Council Norms and Procedures Manual
2. Draft Council Norms and Procedures Manual (clean)
3. Draft Council Norms and Procedures Manual (redlined)

---

**PREPARED BY:**

Greg Folsom, City Manager

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
ADOPTING A COUNCIL NORMS AND PROCEDURES MANUAL**

**WHEREAS**, the City Council of the City of Suisun City desires to establish Norms and Procedures to promote communication, understanding, fairness, and trust among the members of the City Council and staff concerning their roles, responsibilities, and expectations for management of the business of the City of Suisun City; and

**WHEREAS**, on July 16, 2019 City of Suisun City held a Special City Council Workshop to discuss a draft version of a Council Norms and Procedures manual.; and

**WHEREAS**, in the interest of promoting best practices in City of Suisun City government as Municipal Legislators, this document includes operational procedures, policies, and practices; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City hereby adopts the Norms and Procedures as set forth in the attached document entitled “City of Suisun City Council Norms and Procedures”.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 30<sup>th</sup> day of July 2019, by the following vote:

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

**WITNESS** my hand and the seal of said City this 30<sup>th</sup> day of July 2019.

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

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## COUNCIL

### Norms & Procedures

**SUISUN CITY COUNCIL:**

Mayor Lori Wilson  
Mayor Pro Tem Michael Segala  
Councilmember Jane Day  
Councilmember Wanda Williams  
Councilmember Anthony Adams

**ORIGINAL ADOPTION:**

July 30, 2019

**AMENDED:**

# SUISUN CITY COUNCIL NORMS & PROCEDURES

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# SUISUN CITY COUNCIL NORMS & PROCEDURES

## Section 1. GENERAL

### **1.1 Purpose.**

The purpose of these Norms and Procedures is to promote communication, understanding, fairness, and trust among the members of the City Council and staff concerning their roles, responsibilities, and expectations for management of the business of the City of Suisun City.

In the interest of promoting best practices in our local government as Municipal Legislators, this document will include operational procedures, policies, and practices.

### **1.2 Code of Conduct.**

The residents and businesses of Suisun City are entitled to have a fair, ethical and accountable local government, which has earned the public's full confidence for integrity. The effective function of our democratic government requires that:

- Our public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Our public officials be independent, impartial and fair in their judgment and actions;
- Public office be used for the public good, and not for personal gain; and
- Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

### **1.3 Decorum.**

All Council Members shall practice a high degree of decorum and courtesy. Respect for each Council Member's interpersonal style will be the standard of operation. Courtesy and respect for individual points of view will be practiced at all times.

All Council Members shall respect each other's right to disagree. Council Members shall commit to avoiding personal attacks, using language that is demeaning, or using words or phrases that tend to "shut others down."

When addressing the public in any way, all Council Members shall make certain their opinions are expressed solely as their own, and do not in any way necessarily reflect the opinions of any other Council Member or the City.

This subject is expanded in Section 11.

### **1.4 Overview of Council responsibilities.**

Suisun City is a California General Law city with a council/manager form of government. The City Council, which is elected directly by city voters, is assisted by a number of appointed and

separately elected officials to provide services for City residents. The City Council has the following duties and responsibilities:

**(a) Appointment of the City Manager and City Attorney.** The City Council shall appoint the City Manager and the City Attorney. The City Manager shall implement City Council policy and run day-to-day operations of Suisun City. The City Attorney shall provide legal advice and act as counsel to elected officials and city staff in adherence to all federal, state and local laws pertaining to city operations and public policy. There should be an annual review for the City Manager and the City Attorney.

The City Manager's annual review shall follow closely the format included in the City Manager's contract and include goals for the next period. Less formal evaluations may take place quarterly or every six months at the pleasure of the Council. A separate procedure will be established for this evaluation.

The City Attorney's annual review shall be at a format proposed by the Mayor and agreed upon by the Council informally.

The Mayor at his/her discretion may annually create an ad hoc to oversee annual review process and prepare a summary evaluation.

**(b) Establishment of boards and appointment of members.** With the consent of the Council, the Mayor may establish Boards, Commissions, and Committees, and make appointments of members of all Boards, Commissions, and Committees. The Mayor may, from time to time, cede this authority by resolution of the Council.

**(c) Legislative decisions.** The Council is the legislative body; its members are the community's decision makers. Power is centralized in the elected City Council collectively and not in individual members of the Council. The City Council approves the budget and determines the public services. It focuses on the community's goals, major projects and such long term considerations as community growth, financing and strategic planning. The City Council hires a professional City Manager to carry out administrative responsibilities and they collectively supervise the City Manager's performance.

### **1.5 Overview of City Manager responsibilities.**

The City Manager is hired to serve the City Council and the community and to bring the benefits of education, training and experience in administering the City's projects, programs, and public services on behalf of the City Council. The City Manager follows the direction of the entire City Council and not individual members of the Council or the public, and serves at the sole discretion of the Council.

As the City's Chief Executive Officer, the City Manager oversees:

- Department heads and department operations
- Budget development and fiscal management

- Policy implementation
- Personnel administration and human resources
- Labor relations
- Intergovernmental relations
- Service delivery
- Elected official support
- A variety of special projects and assignments

The City Manager appoints, removes, promotes, and demotes any and all officers and employees of the city except the City Clerk, City Attorney, and City Treasurer. Appointment, removal, promotion, or demotion of department heads shall require prior approval of the City Council. (Ord § 2.08.110)

Among the chief duties, the City Manager will implement the Council's policies, projects, programs, and public services in an effective and efficient manner, providing professional advice on policy matters, intergovernmental affairs, economic development, and environmental issues.

### **1.6 Annual Review.**

The City Council shall conduct a review of this document annually within three months prior to the start of a new fiscal year, or whenever Council deems necessary, to assist Council Members in being more productive in management of the business of the City.

### **1.7 Ralph M. Brown Act.**

All conduct of the City Council, Commissions, Committees and Subcommittees shall be in full compliance with the Ralph M. Brown Act.

## **SECTION 2. COUNCIL REORGANIZATION**

### **2.1 Mayor Pro Tem Selection Process.**

In December of each year, the Mayor shall select and appoint a Mayor Pro Tem, with consent of the City Council, from among the members of the Council. Selection and appointment shall be at the first meeting of a new term following each General Municipal Election or at the first meeting in December during non-election years. For all intents and purposes, the title Mayor Pro Tem and Vice Mayor are used interchangeably. The term of the appointment shall be for a 12-month period commencing on January 1<sup>st</sup> of each year, unless otherwise provided for by majority vote of the Council.

### **2.2 Duties of the Mayor Pro Tem/Vice Mayor**

The Vice Mayor remains as one member of the City Council and has no rights or authority different from any other member of the Council. The Vice Mayor is the designated individual to represent the Mayor and perform any duties as required when the Mayor is unavailable. If the Mayor will be unavailable for an extended period of time, the Mayor shall provide notification to the Vice Mayor, City Manager, and City Clerk, in addition to outlining any additional duties.

### **2.3 Appointment of a Council Vacancy.**

In the event of a vacancy of office or the death or resignation of any Council Member, the Mayor shall appoint a new Council Member, with the consent of the Council, within sixty (60) days after a vacancy or death or resignation becomes effective in compliance with the California Elections Code, unless the Council, by resolution, decides to instead call a special election. In the event of appointment, the Mayor, with the consent of the Council, shall determine by resolution the process for appointment prior to the application process and in accordance with State law.

## **SECTION 3. ADMINISTRATIVE MATTERS**

### **3.1 Attendance.**

City Council Members acknowledge that attendance at lawful meetings of the City Council is part of their official duty. Council Members shall make a good faith effort to attend all such meetings unless unable. Council Members will notify the Mayor, City Manager, and City Clerk, if they will be absent from a meeting.

Per Gov Code §36513, “if a city councilmember is absent without permission from all regular city council meetings for 60 days consecutively from the last regular meeting he or she attended, his or her office becomes vacant and shall be filled as any other vacancy.”

### **3.2 Correspondence.**

With some exceptions, proposed correspondence (including electronic) from individual Council Members/Mayor on City stationery shall be reviewed by the Council in draft form prior to release.

On occasion, there are urgent requests from the League of California Cities for correspondence concerning legislation directly affecting municipalities. Assuming there is agreement between the Mayor and City Manager that the League’s position corresponds with that of the Council, the Mayor may send a letter without first obtaining Council review.

City letterhead will be made available for routine, discretionary correspondence (e.g., thank you notes, etc.), or such correspondence will be prepared by staff for signature, without prior consent of the Council.

The City will provide stationary designated as “The Office of” for each member of the Council to use for correspondence as it relates to your elected position (e.g., thank you notes, letters of recommendation, direct communication to residents or businesses, etc). This letterhead will have the same information as provided on your business card. Any views expressed in this correspondence (including electronic) are solely your own and do not represent the views of the City or the Council.

E-mails from Council Members should be respectful and professional. This form of correspondence is a public record subject to disclosure under the California Public Records Act.

### **3.3 Regional Boards, Committees and Ad Hoc**

The role of the Council on regional boards will vary depending on the nature of the appointment. Representing the interests of Suisun City is appropriate on some boards; this is generally the case when other local governments have their own representation. The positions taken by the appointed representatives are to be in alignment with the positions that the Council has taken on issues that directly impact Suisun City. If an issue should arise that is specific to Suisun City and the Council has not taken a position, the issue should be discussed by the Council prior to taking a formal position at a regional board meeting, to assure that it is in alignment with a majority of the Council's position.

Council representatives to such various boards shall keep the Council informed of ongoing business through brief oral or written reports to the Council during properly posted Council meetings.

Council Members shall make a good faith effort to attend all regional meetings to which they are assigned. Attendance should not be less than 75% of all annual scheduled meetings and all absences should be reported to the Mayor. If a Council Member is unable to attend, the Council Member shall notify his/her alternate as far in advance of the meeting as possible so as to allow the alternate to attend.

A list of these assignments are maintained by the Deputy City Clerk and will be distributed to the Council when updated.

### **3.4 Distribution of Information.**

It is essential that every member of the City Council have the same information from which to form decisions and actions. Any information distributed to one Council Member shall also be distributed to all Council Members.

The Mayor, by virtue of the position, may receive information in advance of other members of the Council in order for the City Manager to effectively proceed with the day-to-day operation of the City. The City Manager will make every effort to disseminate this information to the remaining members of the Council in a timely manner, whether through the City Manager Report or Council Member/Manager 1:1.

### **3.5 Reimbursement.**

Every effort shall be made to limit the need to reimburse Council Members for expenses. City Council Members may be reimbursed for personal expenses for travel to and lodging at conferences or meetings related to their role as a Council Member. The reimbursement of expenses is limited in the following manner: Members shall be reimbursed subject to the Administrative Directive related to travel expense (AD1.) Any additional expenses that fall outside the scope of this policy may be reimbursed only if approved by the City Council, at a public meeting, before the expenses are incurred. Any request for reimbursement of expenses shall be accompanied by an expense form and receipts to document the expenditure. These documents are public records subject to disclosure under the California Public Records Act.

Brief reports must be given on any outside meeting attended at the expense of the City at the next regular Council meeting.

### **3.6 Ethics and Sexual Harassment Prevention & Education Training.**

Any member of the City Council and commissions, or advisory committees formed by the City Council, shall receive at least two hours of ethics training in general ethics principles and ethics laws relevant to his/her public service every two years, as mandated by AB 1234, and at least two hours of sexual harassment prevention training, as mandated by AB 1661. New members must receive this training within their first year of service for ethics and six months for sexual harassment prevention training and education, and file a certificate of completion with the City Clerk. Members shall attend training sessions that are offered through the League of California Cities or locally in the immediate vicinity of Solano County, or by completing online a state-approved public service ethics education program.

An individual who serves on multiple legislative bodies need only receive two hours of each training every two years to satisfy this requirement for all applicable public service positions. If the City offers either course, the City will use a course that has been reviewed and approved by the Fair Political Practices Commission and the California Secretary of State.

The City Clerk is required to keep ethics training records for five years to document and prove that these continuing education requirements have been satisfied. These documents are public records subject to disclosure under the California Public Records Act.

### **3.7 City Seal.**

The City Seal is an important symbol of Suisun City. No change to the City Seal shall be made without Council approval. Individual Council Members shall be careful in use of the City Seal so as not to create an appearance that the Council Member is acting on behalf of or with official endorsement of Suisun City.

### **3.8 Use of City Email and Social Media.**

Except for emergencies, public officials who are not City employees (“public officials”) conducting City business should not create any “public record” (as that term is defined in California Government Code § 6253(e)) by using any email account that is not a City email account, or by using any non-City-controlled social media account. Instead, public officials should use a City email or City-controlled social media account.

In an emergency, a public official may send an email on a non-City email account, but only if a copy of any public record that is created as a result is contemporaneously copied to the City email account of that same public official, or a hard copy is provided to the City for retention in City records.

Practically speaking, this means that public officials should rarely, if ever, use a personal email account to conduct City business, and should never use personal social media accounts to conduct City business. Nothing in this policy is intended to limit a public official’s use of private email and social media accounts for non-City business such as personal communications and

campaign related activities. Nor is this policy intended to require public officials to provide privileged communications or documents to the City, or to waive any applicable privileges which may apply to documents purely because they have been turned over to the City in compliance with this policy.

For purposes of this policy “City-controlled social media account” is an account on a social media platform (e.g. Facebook, Instagram, Twitter) that is created and used by the City (e.g. the City’s official Facebook page, if any).

**Use of City Electronic Devices.** In general, when creating or modifying public records in the conduct of City business on an electronic device that can create and modify public records (e.g. computers, mobile phones, tablets), public officials should only use City-issued devices. There are two exceptions:

**Exception: Using City Accounts.** Public officials may use non-City electronic devices when accessing an official City account (e.g. City email address, City-controlled social media account).

**Exception: Contemporaneous Copying.** If, in a given situation, using a City electronic device is clearly impractical or if a public official has not been issued or does not have in the public official’s possession a City electronic device, a public official may use a non-City device, but only if a copy of each affected public record is contemporaneously copied to a City account of that same public official, or to the related City-controlled social media account, or a hard copy is provided to the City for retention in City records.

**Texting Only on City Devices.** Except for emergencies or when communicating with the City Attorney’s Office, public officials conducting City business shall not send or receive texts on any device other than a City owned device. In an emergency, a public official may use a non-City device to text, but only if a copy of any public record that is created as a result is contemporaneously copied to a City account of that same public official, or a hard copy is provided to the City for retention in City records. Practically speaking, this means that public officials should rarely, if ever, use a non-City owned device to text in the conduct of City business.

**Provide Copies to City.** If a public official has possession of a public record that is not in the possession of the City, the public official shall promptly provide a copy of the record to the City, and take reasonable precautions to prevent this from occurring again. For example, if a public official receives an email regarding City business on a non-City email account, and the email was not sent to or from a City email account (i.e. the City doesn’t already have a copy), the public official shall promptly forward a copy of the email to the public official’s City email account, or provide a hard copy to the City for retention in City records, and should request that the sender send future correspondence to a City controlled email account.

### **3.9 Compensation.**

Council members are compensated in accordance with California Government Code Sections 36516 and 36516.5. The amount is memorialized in the City’s Municipal Code.

## SECTION 4. COUNCIL RELATIONSHIP WITH STAFF

*Note: The foundation of a healthy and productive relationship between City Council and all City Staff is based on staying within the chain of command.*

### **4.1 City Manager.**

City Council Members are always free to go to the City Manager to discuss City business. Issues concerning the performance of a Department or any employee must be directed to the City Manager. Direction to City employees, other than the City Manager or City Attorney, is the prerogative of the City Manager. In passing along critical information, the City Manager will be responsible for contacting all Council Members. The City Manager may delegate this responsibility to Department Heads.

### **4.2 Agenda Item Questions.**

If a Council Member has a question on an agenda item, the Council Member should contact the City Manager, if at all possible, prior to any meeting at which the item may be discussed. This does not restrict Council Members from asking questions during a Council meeting.

### **4.3 Interaction of City Council with Staff.**

The Council shall treat staff with respect and shall not abuse staff, nor embarrass staff in public. The City Council Members are welcome to have contact with any city employee. However, the Council are to work through the City Manager or City Attorney on all issues, concerns and questions. This is to allow the senior professional staff, with the proper education, training, experience and knowledge of issues, laws and City Council's policies to coordinate a full and complete response and reduce error or misunderstanding by staff members not necessarily knowledgeable on all issues. This can provide a better overall response, allow any new issues to properly be considered and avoid unintended redirection of staff efforts.

Council Members are free to speak to Department Heads and may ask for information related to their department or agenda items. However, at no point is it acceptable to provide direction. All direction should be given to the City Manager, and the City Manager should be informed of contacts made with Department Heads. This informal system of direct communication is not to be abused.

City Council Members shall not meet with groups of management employees for the purpose of discussing terms of employment or establishing employee policy.

### **4.4 Individual Council Member's Requests.**

Council Members shall make their requests for information to the City Manager and not directly to individual members of staff. The use of City staff, including the City Manager, to respond to an individual Council Member's request for any purpose that exceeds more than one hour of total staff time must be approved by the majority vote of the full Council. The individual City Council Member may make his/her request orally or in writing to the City Manager. The City Manager shall provide an estimate of the cost and how the request affects the Council's Goals and Objectives. This request will then be considered by the City Council at the next possible City

Council meeting. Irrespective of the amount of staff time required to respond to each Council Member's request, individual Council Member's requests should be limited to no more than three to five requests per week.

## SECTION 5. PROCEDURES FOR APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES

### 5.1 Definitions.

- (a) **Task Force:** A temporary grouping of individuals and resources for the accomplishment of a specific objective.
- (b) **Committee:** A group of people officially delegated to perform a function, such as investigating, considering reporting, or acting on a matter.
- (c) **Ad Hoc:** Committees established for a specific purpose. Formed for or concerned with one specific purpose (e.g. ad hoc compensation committee); for the particular end or case at hand without consideration of wider application; formed or used for specific or immediate problems or needs; often improvised or impromptu; contrived purely for the purpose in hand rather than carefully planned in advance.
- (d) **Commission:** A group of people officially authorized to perform certain duties or functions with certain powers or authority granted; the act of granting certain powers or the authority to carry out a particular task or duty; the rank and powers so conferred.
- (e) **Board:** A group of persons having managerial, supervisory, or advisory powers. In parliamentary law, a board is a form of deliberative assembly and is distinct from a committee, which is usually subordinate to a board or other deliberative assembly – in having greater autonomy and authority.

### 5.2 Recruitment Process.

- (a) On or before December 31<sup>st</sup> of each year, the City Clerk shall prepare and post a list of all Council-appointed board, commission and committee terms that expire during the next calendar year in compliance with the Maddy Act (Government Code Section 54972).
- (b) The City Clerk shall annually advertise in a newspaper and on the City's website for applicants wishing to be considered for appointment to boards, commissions and committees.
- (c) Although there may be multiple applicants, the Mayor is not required to choose from the pool of applicants and may nominate his/her own appointee, provided the appointee qualifies. This applies to individual Council Members where the Mayor has ceded his/her authority.

- (d) All persons seeking appointment to a City board, commission or committee shall complete and submit an application form to the City Clerk as set forth in Section 5.6. Applications shall be kept on file for two years in the City Clerk's office and vacancies may be considered from applications on file, as well as new applications.
- (e) If an unscheduled board or commission vacancy occurs during the year, the following steps should be taken to publicize vacancies on boards, commissions and committees:
  - 1. Public announcement of the vacancy at a Council meeting.
  - 2. A newspaper advertisement announcing the vacancy.
  - 3. A recruitment period of at least ten (10) days.
  - 4. A vacancy notice posted at City Hall, the Nelson Center, and on the City's website for at least 20 days.
  - 5. Announcements in the local media, such as press releases, online news outlets and free weekly sales papers.
  - 6. Distribution to appropriate professional and community organizations and all groups that have requested notification.

### **5.3 Requirement for Appointment.**

- (a) All persons appointed to City boards, commissions and committees shall be residents of the City of Suisun City at the time of their appointment and shall remain so throughout their term of appointment. Should any person so appointed move from the City during their term of office, such office shall be forfeited. The Mayor with the consent of the Council shall, upon forfeiture, make a new appointment to fill the unexpired term.
- (b) All persons appointed to City boards, commissions and committees shall complete and submit an application form to the City Clerk as set forth in Section 5.6.
- (c) Except as provided by state or local statute, the appointee shall not be a current City employee or currently appointed to another City board, committee or commission.

### **5.4 Council Notification.**

By October 1 of each year, the City Clerk will notify the Mayor of expiring terms for members of those City boards, commissions, and committees.

### **5.5 Incumbents.**

- (a) At the end of the first term, the incumbent board, commission or committee member may, at the discretion of the Mayor, be reappointed for an additional term without the need to apply or interview for re-appointment. In lieu of an application, the board, commission or committee member shall submit to the City Clerk a letter of interest in re-appointment 60 days prior to the expiration of the member's first term.
- (b) Any incumbent interested in re-appointment who has served two or more terms must apply for re-appointment as set forth in Section 5.6.

### **5.6 Application.**

Except as set forth in Section 5.5, all persons considered for appointment or re-appointment shall complete an application form. This application form must be received by the City Clerk by the required deadline.

### **5.7 Attendance.**

- (a) Board, commission and committee members are expected to regularly attend and participate on their respective boards, committees and commissions.
- (b) All absences should be reported to the Mayor in advance of missing the meeting.
- (c) A board, commission or committee member whose attendance is less than seventy-five percent (75%) of the required meetings over a period of a year may be subject to removal by the Council.
- (d) The Council may grant an approved leave of absence for a board, commission or committee member for such reasons as the Council determines appropriate.

### **5.8 Norms and Procedures and Conflicts of Interest.**

- (a) Board, committee and commission members shall be expected to adhere to the Council Norms and Procedures.
- (b) Board, committee and commission members shall comply with all state and local laws with respect to ethics and conflicts of interests to the extent that such laws apply to their position, including state and local requirements to timely file Statements of Economic Disclosure if the member is designated as a filer by state law or by the City's Conflict of Interest Code.
- (c) Members of City boards, commissions or committees may not use their board, commission or committee position title for political endorsements.

### **5.9 Conflicts with Federal, State or Local Law.**

In case of a conflict between this section of the Norms and Procedure policy with federal, state or local law, such federal, state or local law shall be the controlling factor.

## **SECTION 6. MEETINGS**

### **6.1 Open to Public.**

All meetings of the City Council whether regular, special, or study sessions, shall be open to the public, unless a closed session is held as authorized by law. All meetings shall be noticed as required to allow action to be taken by the Council.

## **6.2 Broadcasting of City Council Meetings.**

All regular Council meetings shall be scheduled in the Council Chambers to allow for web streaming, unless the number of participants exceeds room capacity. The final decision shall be the responsibility of the Mayor.

## **6.3 Regular Meetings.**

At the first regular meeting in January, the City Council will approve the schedule of meetings for the calendar year, which in addition to the regular meeting schedule, may include the cancellation of regular meetings and the addition of special meetings and study sessions. This practice does not, however, preclude the Mayor from calling additional meetings pursuant to Section 6.5, if necessary.

The City Council shall convene its regular City Council meetings at 6:30 p.m. on the first and third Tuesday of each month.

The City Council hopes to conclude its public business at Regular Meetings by 10:00 p.m. Ordinarily, at the discretion of the Mayor, no new items will be taken up after the 10:00 p.m. cutoff and any items remaining will be agendaized for the next meeting.

## **6.4 Cancelling Meetings.**

Pursuant to Government Code Section 36805, City Council shall hold a Regular Meeting at least once each month. Outside of this provision, the Mayor may cancel no more than four (4) Regular Meetings at his/her discretion no less than 7 days before the planned meeting. The Mayor may cancel a meeting at any time in the case of an emergency or when a majority of members have confirmed their unavailability to attend a meeting.

## **6.5 Special Meetings.**

A special meeting may be called at any time by the Mayor or by a majority of the City Council in accordance with the Brown Act. Written notice of any such meeting must specify the purpose of the meeting. Notice of the meeting must be given in accordance with law. Public comments at special meetings shall be limited to only those items described on the special meeting notice/agenda.

The City Council may hold study sessions or joint meetings with other boards, commissions, committees, or agencies as deemed necessary to resolve City business. These meetings will be coordinated by the City Clerk. Study sessions are scheduled to provide Council Members the opportunity to better understand a particular item. While Council may legally take action at any noticed meeting, generally no formal action is taken at study sessions. If action is to be taken at a study session, then the agenda will state that action may be taken.

## **6.6 Closed Sessions.**

The City Council may hold closed sessions at any time authorized by law (and in consultation with the City Attorney), to consider or hear any matter, which is authorized by law. The Mayor or any three Council Members may call closed session meetings at any time.

### **6.7 Quorum.**

Three (3) members of the City Council shall constitute a quorum and shall be sufficient to transact business. If fewer than three Council Members appear at a regular meeting, the Mayor, Vice Mayor in the absence of the Mayor, any Council Member in the absence of the Mayor and Vice Mayor, or in the absence of all Council Members, the City Clerk or Deputy City Clerk, shall adjourn the meeting to a stated day and hour.

Business of the City Council may be conducted with a minimum of three members being present; however, pursuant to the California Government Code, matters requiring the expenditure of City funds and all resolutions and non-urgency ordinances must receive three affirmative votes for approval.

### **6.8 Minutes.**

The City Clerk shall prepare minutes of all public meetings of the City Council. Electronic copies will be distributed to the Council for review one (1) week following the meeting. Council Members will have one (1) week to provide feedback to the City Clerk for corrections or clarifications. The City Clerk will provide the corrected minutes to the City Manager one (1) week before the meeting to ensure inclusion in the Agenda Packet.

### **6.9 Adjourned Meetings.**

The City Council may adjourn any regular, adjourned regular, special, or closed session meeting to a time and place specified in the order of adjournment and permitted by law.

## **SECTION 7. POSTING NOTICE AND AGENDA**

### **7.1 Posting of Notice and Agenda.**

For every regular, special, or study session meeting, the City Clerk or other authorized person shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all items of business to be discussed at the meeting. This notice and agenda may be combined in a single document. Posting is to be according to law.

### **7.2 Location of Posting.**

The notice and agenda shall be posted at City Hall in a place to which the public has unrestricted access and where the notice and agenda are not likely to be removed or obscured by other posted material, and to the City website.

Although not required, additional posting places have been identified to increase civic engagement:

- Joseph Nelson Center
- Senior Center
- Harbor Master Building
- City Controlled Social Media
- Non-City Partnership Buildings

## SECTION 8. AGENDA CONTENTS

### **8.1 Mayor's Responsibility.**

The Mayor is responsible for running a timely and orderly meeting. If the Mayor is unavailable to run a Council meeting, the Vice Mayor shall run the meeting. The Mayor, in consultation with the City Manager or his/her designee, shall organize the agenda and agenda forecast. The agenda forecast will be distributed with the City Manager's report.

### **8.2 Description of Matters.**

All items of business to be discussed at a meeting of the City Council shall be briefly described on the agenda. The description should set forth the proposed action to be considered so that members of the public will know the nature of the action under review and consideration.

As stated in Section 4.2, if a Council Member has a question on a subject, the Council Member should contact the City Manager prior to any meeting at which the subject may be discussed.

### **8.3 Availability to the Public.**

The agenda for any regular, special, or study session meeting, shall be made available to the general public as required by law.

### **8.4 Limitation to Act Only on Items on the Agenda.**

No action shall be taken by the City Council on any item not on the posted agenda, subject only to the exceptions listed below:

(a) Upon a majority determination that an "emergency situation" (as defined by State Law) exists; or

(b) Upon determination by a 4/5 vote of the full City Council, or a unanimous vote if less than a full Council, that there is a need to take immediate action and that the need to take the action came to the attention of the City Council subsequent to posting of the agenda.

### **8.5 "Timing" of Agenda.**

The Mayor may "time" the agenda as a way for the Council to maintain a sense of how much time can be committed to any one item without going past an established ending time for the meeting.

### **8.6 Order of Agenda – Regular Meeting.**

The prescribed order of the agenda for Regular Meetings of the Council will be as follows: Roll Call, Pledge of Allegiance, Invocation, Public Comments on Items not on the Agenda, Conflict of Interest Notification, Informational Reports Consent Calendar, Presentations/Appointments, Public Hearings, General Business Items, City Council Reports, Mayor Report, City Manager/Executive Staff Reports, Public Comments, and Adjournment.

### **8.7 Order of Agenda – Closed Session.**

The prescribed order of the agenda for a Special Meeting – Closed Session of the Council will be as follows: Roll Call, Conflict of Interest Notification, Closed Session, Closed Session Announcement, and Adjournment.

### **8.8 Change in Order of Business.**

The Mayor may decide to take matters listed on the agenda out of the prescribed order. Council Members shall be given the opportunity to ask questions about Consent Items for clarification without having them removed.

### **8.9 Agenda Request Policy.**

Requests for placement of items on the agenda can be submitted to the Mayor or City Manager at any time. The Mayor and City Manager will review the request and determine appropriate timing to bring the item forth.

Also, any member of the Council may request that an item be placed on a future agenda by indicating their desire to do so under the Council Member Report portion of the City Council agenda. The request will require the consensus of the Council to have the item brought back at a certain time versus at the pleasure of the Mayor or City Manager.

### **8.10 Presentations.**

Presentations are put on the agenda with concurrence of the Mayor or City Manager. The Mayor or City Manager will use their best judgment on scheduling presentations and recognitions. Time limits shall normally be 5 minutes. Presentations may be extended by special circumstances as needed. Exceptions can be made at the Mayor's discretion.

To promote a proactive policy concerning state, regional and federal legislative issues, presentations shall include a periodic legislative update by the City Manager (or City Manager designee), to include information on important legislative issues and/or those matters that the City has a stated a position on during the Legislative Session

### **8.11 Proclamations.**

Requests for proclamations can be submitted to the Mayor at any time. Proclamations or Special Recognition are created at the Mayor's full discretion.

The agenda will include Proclamations presented during the council meetings and a list provided of those for information purposes or presented outside of the meeting.

### **8.12 Redress.**

Agenda items for redress or reconsideration are expanded in Section 9.8.

## SECTION 9. PROCEDURES FOR THE CONDUCT OF PUBLIC MEETINGS

### 9.1 Role of Mayor.

(a) The Mayor shall be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Mayor to ensure that the rules of operation and decorum contained herein are observed. The Mayor shall maintain control of communication between Council Members and among Council, staff and public. The Mayor shall intervene when a Council Member, staff or other meeting participant is being verbally or otherwise attacked by a member of the public.

(b) Communication with Council Members:

1. Council Members shall request the floor from the Mayor before speaking.
2. When one member of the Council has the floor and is speaking, other Council Members shall not interrupt or otherwise disturb the speaker.

(c) Communication with members of the public addressing the Council on agenda items:

1. The Mayor shall open the floor for public comment as appropriate.
2. Council Members may question a person addressing the Council at the conclusion of the person's comments or upon expiration of the person's time to speak in order to gain additional information. At no point should Council Members engage in additional back and forth with members of the public.
3. Any staff member with an item on the agenda will be available to the City Council to answer questions arising during discussions between Council Members and among Council Members and members of the public.
4. Members of the public shall direct their questions and comments to the Council.

### 9.2 Rules of Order.

The City Council shall follow the "spirit" of *Rosenberg's Rules of Order* as a guide for the conduct of meetings, with the following modifications:

(a) A motion is not required prior to a general discussion on an agenda item. A pre-motion discussion allows the members to share their thoughts on the agenda item so that a motion can more easily be made that takes into account what appears to be the majority position.

(b) All motions require a second.

(c) A motion may be amended at the request of the maker and the consent of the person who seconded the motion. Such a procedure is often used to accommodate concerns expressed by other members.

- (d) A motion to amend may still be used.

The Mayor has the discretion to impose reasonable rules at any particular meeting based upon facts and circumstances found at any particular meeting.

### **9.3 Appeal Procedures.**

Appellants shall be given the opportunity to speak first. Appellants and applicants responding to appeals may be given a total of up to 10 minutes each to present their positions to the City Council prior to hearing public comments. Appellants shall be given up to 5 minutes of rebuttal time after public comments are heard.

### **9.4 Applicants.**

Persons bringing to the City Council a request for approval shall be given a total of up to 10 minutes to present their positions/input prior to hearing public comments. An extension can only be granted by consent of a majority of the Council Members. Applicants shall be given up to 5 minutes of rebuttal time after public comments are heard.

### **9.5 Staff and Consultant Reports.**

In general, staff and consultant reports should be clear, brief and concise. Staff is to assume that the Council has read all materials submitted. Council shall be given an opportunity to ask questions of staff prior to hearing public comments.

### **9.6 Public Comment.**

- (a) Persons present at meetings of the City Council may comment on individual items on the agenda at the time the items are scheduled to be heard. During Regular City Council meetings, comments may be offered on items not on the agenda under that portion of the agenda identified for Public Comment.
- (b) The limit for speakers will be up to 3 minutes, depending on the number of speakers. Speakers are not allowed to delegate their time to another speaker. The Mayor may limit the time to be spent on an item and may continue the item, with the approval of the majority of the Council, to a future meeting at his/her discretion.
- (c) Upon addressing the Council, each speaker is requested, but not required, to first state his/her name, whom they represent and/or city of residence.
- (d) After the speaker has completed their remarks, the Mayor may direct the City Manager or City Attorney to briefly address the issues brought forth by the speaker. Council Members shall be respectful of the speakers and shall not enter into a debate with any member of the public nor discuss amongst themselves.
- (e) All Council Members shall listen to all public discussion as part of the Council's community responsibility. Individual Council Members should remain open-minded to informational comments made by the public.

- (f) The Mayor has the right to ask a member of the public to step down if over the allotted time or if the speaker's comments are not within the city's jurisdiction.

### 9.7 Motions.

It will be the practice of the City Council for the Mayor to provide Council Members an opportunity to ask questions of staff, comment on, and discuss any agenda item in order to help form a consensus before a motion is offered. After such discussion, the Mayor or any Council Member may make a motion. Before the motion can be considered or discussed, it must be seconded. Once a motion has been properly made and seconded, the Mayor shall open the matter to full discussion offering the first opportunity to speak to the moving party, and thereafter, to any Council Member recognized by the Mayor. Customarily, the Mayor will take the floor after all other Council Members have been given the opportunity to speak.

If a motion clearly contains divisible parts, any Council Member may request the Mayor or moving party divide the motion into separate motions to provide Council Members an opportunity for more specific consideration.

Tie Votes: Tie votes shall be lost motions. When all Council Members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal, unless the Council takes other action to further consider the matter. If a tie vote results at a time when fewer than all members of the Council, who may legally participate in the matter are present, the matter shall be automatically continued to the agenda of the next regular meeting of the Council, unless otherwise ordered by the Council.

### 9.8 Reconsideration.

(a) Request for reconsideration.

1. Request by a member of the public. Notwithstanding *Rosenberg's Rules of Order*, a request for reconsideration may be made by a member of the public to the City Council at the next regular meeting of the City Council or at any intervening special meeting of the City Council.
2. Request by a member of the City Council. Only a member of the City Council who voted on the prevailing side may request reconsideration. The request may be made at the same meeting or at the next regular meeting of the City Council or at any intervening special meeting of the City Council.
3. The member of the public or City Council Member making the request should state orally or in writing the reason for the request, without dwelling on the specific details or setting forth various arguments.

(b) Motion to reconsider any Council action.

1. Reconsideration at the same meeting. A motion to reconsider an action taken by the City Council may be made at the same meeting at which the action was taken (including an adjourned or continued meeting). A motion to reconsider an action taken by the City Council may be made only by a Council Member who voted on the

prevailing side, but may be seconded by any Council Member and is debatable. The motion must be approved by a majority of the entire City Council.

2. Reconsideration at a subsequent meeting. If an intent to request a motion for reconsideration is communicated to the City Council prior to the deadline for posting the City Council meeting agenda, then the request for reconsideration may be agendaized if support for said action exists in accordance with the *Council Norms* Section 10.8. Otherwise, no City Council discussion or action on a possible reconsideration may occur unless the item is appropriately added to the agenda pursuant to Government Code section 54954.2(b), which addresses adding items that are not listed on a posted agenda (urgency agenda item). At the time such motion for reconsideration is heard, testimony shall be limited to the facts giving rise to the motion.

**(c) Effect of approval of motion.**

Upon approval of a motion to reconsider, and at such time as the matter is heard, the City Council shall only consider any new evidence or facts not presented previously with regard to the item or a claim of error in applying the facts.

If the motion to reconsider is made and approved at the same meeting at which the initial action was taken and all interested persons (including applicants, owners, supporters and opponents) are still present, the matter may be reconsidered at that meeting or at the next regular meeting or intervening special meeting (subject to the discretion of the maker of the motion) and no further public notice is required.

If the motion to reconsider is made and approved at the same meeting at which the initial action was taken but all interested persons are not still present, or if the motion is made and approved at the next regular meeting or intervening special meeting, the item shall be scheduled for consideration at the earliest feasible City Council meeting and shall be re-noticed in accordance with the Government Code, the City Municipal Code and the *Council Norms and Procedures*. The Clerk shall provide notice to all interested parties as soon as possible when a matter becomes the subject of a motion to reconsider.

**9.9 Discussion.**

**(a)** The discussion and deliberations at meetings of the City Council are to secure the mature judgment of Council Members on proposals submitted for decision. This purpose is best served by the exchange of thought through discussion and debate.

To the extent possible, Council Members should disclose any ex parte communication prior to discussion on an item. Ex parte communications are those made in private between an interested party and an official in a decision making process.

Discussion and deliberation are regulated by these rules in order to assure every member a reasonable and equal opportunity to be heard.

**(b) Obtaining the floor for discussion.**

After the Council has commented on an issue, and a motion has been stated to the Council and seconded, any member of the Council has a right to discuss it after obtaining the floor. The member obtains the floor by seeking recognition from the Mayor. A member who has been recognized should make their comments clear, brief and concise.

**(c) Speaking more than once.**

To encourage the full participation of all members of the Council, no member or members shall be permitted to monopolize the discussion of the question. If a Council Member has already spoken, other Council Members wishing to speak shall then be recognized. No Council Member shall be allowed to speak a second time until after all other Council Members have had an opportunity to speak.

**(d) Relevancy of discussion.**

All discussion must be relevant to the issue before the City Council. A Council Member is given the floor only for the purpose of discussing the pending question; discussion which departs is out of order. Council Members shall avoid repetition and strive to move the discussion along.

A motion, its nature, or consequences, may be attacked vigorously. It is never permissible to attack the motives, character, or personality of a member either directly or by innuendo or implication. It is the duty of the Mayor to instantly rule out of order any Council Member who engages in personal attacks. It is the motion, not its proposer, that is subject to debate.

Arguments, for or against a measure, should be stated as concisely as possible. It is the responsibility of each Council Member to maintain an open mind on all issues during discussion and deliberation.

It is not necessary for all City Council Members to speak or give their viewpoints if another Council Member has already addressed their concerns. Although issues with potential to be litigated or otherwise appealed should have comments by each Council Member on the record.

**(e) Mayor's duties during discussion.**

The Mayor has the responsibility of controlling and expediting the discussion. A Council Member who has been recognized to speak on a question has a right to the undivided attention of the Council.

It is the duty of the Mayor to keep the subject clearly before the members, to rule out irrelevant discussion, and to restate the question whenever necessary.

### **9.10 Council Member Respect.**

At all times, Council Members in the minority on an issue shall respect the decision and authority of the majority.

### **9.11 Council and Staff Reports and Directions on Future Agenda Items.**

Council and staff reports at the end of Council meetings shall be limited to announcing Mayor-appointed Regional Board activities on which Council Members serve, City and City-sponsored activities and items which directly affect the City. Community groups may announce their activities during Public Comments at the beginning of Council meetings. Council Members should refrain from making personal comments, stating personal activities, or items that do not impact their role as a Council Member.

## **SECTION 10. CLOSED SESSIONS**

### **10.1 Purpose.**

It is the policy of the City Council to conduct its business in public to the greatest extent possible. However, state law recognizes that, in certain circumstances, public discussion could potentially jeopardize the public interest, compromise the City's position, and could cost the taxpayers of Suisun City financially. Therefore, closed sessions shall be held from time to time as allowed by law. The procedures for the conduct of these meetings shall be the same as for public meetings, except that the public will be excluded.

Prior to convening the closed session meeting, the Mayor shall publicly announce the closed session items and ask for public input regarding any items on the closed session agenda.

City Council Members shall keep all written materials and verbal information provided to them in closed session in complete confidence to insure that the City's position is not compromised. No mention of information in these materials shall be made to anyone other than Council Members, the City Attorney or City Manager, except where authorized by a majority of the City Council.

### **10.2 Rule of Confidentiality.**

The City Council recognizes that breaches in confidentiality can severely prejudice the City's position in litigation, labor relations and real estate negotiations. Further, breaches of confidentiality can create a climate of distrust among Council Members and can harm the Council's ability to communicate openly in closed sessions, thereby impairing the Council's ability to perform its official duties.

The City Council further recognizes that confidentiality of discussions and documents are at the core of a closed session. Confidentiality is essential if the closed session is to serve its purpose. Therefore, the City Council will adhere to a strict policy of confidentiality for closed sessions.

### **10.3 Breach of Rule of Confidentiality.**

No person who attends a closed session may disclose any statements, discussions, or documents used in a closed session except where specifically authorized by State law. Any authorized disclosure shall be in strict compliance with these rules and the Ralph M. Brown Act. Violation of this rule shall be considered a breach of this rule of confidentiality.

### **10.4 Agenda.**

The City Council agenda will contain a brief general description of the items to be discussed at the closed session, as required by law.

### **10.5 Permissible Topics.**

All closed sessions will be held in strict compliance with the Ralph M. Brown Act. The City Attorney, or his/her designee, will advise in advance on topics that may be discussed in a closed session.

### **10.6 Rules of Decorum.**

- (a) The same high standard of respect and decorum as apply to public meetings shall apply to closed sessions. There shall be courtesy, respect and tolerance for all viewpoints and for the right of Council Members to disagree. Council Members shall strive to make each other feel comfortable and safe to express their points of view. All Council Members have the right to insist upon strict adherence to this rule.
- (b) Prior to a vote, the Mayor shall ensure that the motion is clearly stated and clearly understood by all Council Members.
- (c) The Mayor shall keep the discussion moving forward so that debate and a vote can occur in the time allotted for the closed session. The Mayor will determine the order of debate in a fair manner.

### **10.7 Conduct of Meeting.**

- (a) The Mayor will call the closed session to order promptly at its scheduled time.
- (b) The Mayor will keep discussion focused on the permissible topics.
- (c) The use of handouts and visual aids such as charts is encouraged to focus debate and promote understanding of the topic. All such materials are strictly confidential.
- (d) If the City Council in closed session has provided direction to City staff on proposed terms and conditions for any type of negotiations, whether it be related to property acquisitions or disposal, a proposed or pending claim or litigation, or employee negotiations, all contact with the other party will be through the designated City person(s) representing the City in the handling of the matter. A Council Member, not so designated by the Council, will not under any circumstances have any contact or discussion with the other

party or its representative concerning the matter which was discussed in the closed session, and will not communicate any discussions conducted in closed session to such party.

#### **10.8 Public Disclosure After Final Action.**

**(a)** The Ralph M. Brown Act requires that, as a body, the City Council make certain public disclosure of closed session decisions when those actions have become final. Accordingly, the City Council shall publicly report any final action taken in closed session, and the vote, including abstentions, at a publicly noticed meeting as follows:

1. Real Estate negotiations: After the agreement is final and accepted by the other party;
2. Litigation: After approval to defend or appeal a lawsuit or to initiate a lawsuit;
3. Settlement: After final settlement of litigation or claims;
4. Employees: Action taken to appoint or dismiss a Council-appointed employee;
5. Labor relations: After the Memorandum of Understanding is final and has been accepted by both parties.

**(b)** The report may be oral or written. The report will state only the action taken and the vote. Unless authorized by the majority of the City Council, the report will not state the debate or discussion that occurred. Except for the action taken and the vote, all closed session discussions will remain confidential.

## SECTION 11. DECORUM

### **11.1 Council Members.**

Members of the City Council value and recognize the importance of the trust invested in them by the public to accomplish the business of the City. Council Members shall accord the utmost courtesy to each other, City employees, and the public appearing before the City Council. The City Manager or his/her designee shall act as the sergeant-at-arms.

### **11.2 City Employees.**

Members of the City staff shall observe the same rules of order and decorum applicable to the City Council. City staff shall act at all times in a business and professional manner towards Council Members and members of the public.

### **11.3 Public.**

Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council. These Norms and Procedures shall apply to all City Council Meetings.

### **11.4 Noise in the Chambers.**

Noise emanating from the audience, whether expressing opposition or support within the Council Chambers or lobby area, which disrupts City Council meetings, shall not be permitted. All cell phones and other electronic devices shall be muted while in the chambers. Refusal is grounds for removal.

### **11.5 Removal.**

Any member of the public making personal, impertinent, and/or slanderous or profane remarks, or who becomes boisterous or belligerent while addressing the City Council, staff or general public, or while attending the City Council meeting and refuses to come to order at the direction of the Mayor/Presiding Officer, shall be removed from the Council Chambers by the Police Chief, or his/her designee, and may be barred from further attendance before the Council during that meeting.

Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Mayor/Presiding Officer. The Mayor/Presiding Officer may direct the Police Chief, or his/her designee, to remove such offenders from the room.

### **11.6 Dangerous Instruments.**

No person may enter the chambers of a legislative body as defined in Section 54852 of the Government Code of the State of California or any place where such legislative body is in session, with any firearm, weapon, or explosive device of any nature. The provisions of this section shall not apply to authorized peace officers or to those persons authorized by the Penal Code of the State to carry such weapons.

### **11.7 Prosecution.**

Aggravated cases shall be prosecuted on appropriate complaint signed by the Mayor/Presiding Officer.

## **SECTION 12. ENFORCEMENT OF DECORUM**

In extreme cases, such as when a meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals as provided for in this Policy, the Mayor/Presiding Officer may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session.

Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section. Nothing in this Section shall prohibit the City Council from establishing a procedure for readmitting an

individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

## SECTION 13. PUBLIC RELATIONS

### **13.1 City Spokesperson.**

The Mayor will serve as the general spokesperson for the City. When Council has not taken a position on an issue, neither the Mayor nor any Council Member will speak on behalf of the Council. In these situations, the Mayor or Council Member will use a phrase such as, “Council has not taken an official position, personally I think...”

### **13.2 Press Release.**

Any proposed Press Release may only use the City Seal and picture of the Council Member issuing such release if the subject matter pertains to official government business of Suisun City.

The group picture of the Council may only be used on a Press Release if the release is being issued on behalf of the entire Council.

## SECTION 14. MAYOR’S OFFICE

The opportunity to meet with a member of the public is an honor. It also creates an opportunity for our citizens to know that their elected officials are willing to listen and willing to act. There is a place for meeting over coffee or food, as some discussions are best had when “breaking bread.” However, some discussions should happen in a professional environment, free from distractions allowing for private discussion.

To help facilitate meetings with members of the public as a Council Member, the Mayor’s office is listed as a Resource Room in Outlook for advance scheduling.

Reach out to the Deputy City Clerk if you have questions regarding scheduling.

## SECTION 15. VIOLATIONS OF PROCEDURES

Nothing in these Norms and Procedures shall invalidate a properly noticed and acted upon action of the City Council in accordance with State Law.

This document shall remain in effect until modified by resolution of the City Council.

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~~COUNCIL~~

~~NORMS~~COUNCIL

Norms & Procedures

SUISUN CITY 2019-COUNCIL:

Mayor Lori Wilson  
Mayor Pro Tem Michael Segala  
Councilmember Jane Day  
Councilmember Wanda Williams  
Councilmember Anthony Adams

ORIGINAL ADOPTION:

July 30, 2019

AMENDED:

# SUISUN CITY COUNCIL NORMS & PROCEDURES

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# SUISUN CITY COUNCIL NORMS & PROCEDURES

## Section 1. GENERAL

### **1.1 Purpose.**

The purpose of these Norms and Procedures is to promote communication, understanding, fairness, and trust among the members of the City Council and staff concerning their roles, responsibilities, and expectations for management of the business of the City of Suisun City.

In the interest of promoting best practices in our local government as Municipal Legislators, this document will include operational procedures, policies, and practices.

### **1.2 Code of Conduct.**

The residents and businesses of Suisun City are entitled to have a fair, ethical and accountable local government, which has earned the public's full confidence for integrity. The effective function of our democratic government requires that:

- Our public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Our public officials be independent, impartial and fair in their judgment and actions;
- Public office be used for the public good, and not for personal gain; and
- Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

### **1.3 Decorum.**

All Council Members shall practice a high degree of decorum and courtesy. Respect for each Council Member's interpersonal style will be the standard of operation. Courtesy and respect for individual points of view will be practiced at all times.

All Council Members shall respect each other's right to disagree. Council Members shall commit to avoiding personal attacks, using language that is demeaning, or using words or phrases that tend to "shut others down."

When addressing the public in any way, all Council Members shall make certain their opinions are expressed solely as their own, and do not in any way necessarily reflect the opinions of any other Council Member or the City.

This subject is expanded in Section 11.

### **1.4 Overview of Council responsibilities.**

Suisun City is a California General Law city with a council/manager form of government. The City Council, which is elected directly by city voters, is assisted by a number of appointed and separately elected officials to provide services for City residents. The City Council has the following duties and responsibilities:

**(a) Appointment of the City Manager and City Attorney.** The City Council shall appoint the City Manager and the City Attorney. The City Manager shall implement City Council policy and run day-to-day operations of Suisun City. The City Attorney shall provide legal advice and act as counsel to elected officials and city staff in adherence to all federal, state and local laws pertaining to city operations and public policy. There should be an annual review for the City Manager and the City Attorney.

The City Manager's annual review shall follow closely the format included in the City Manager's contract and include goals for the next period. Less formal evaluations may take place quarterly or every six months at the pleasure of the Council. A separate procedure will be established for this evaluation.

The City Attorney's annual review shall be at a format proposed by the Mayor and agreed upon by the Council informally.

~~(a)~~ The Mayor at his/her discretion may annually create an ad hoc to oversee annual review process and prepare a summary evaluation.

**(b) Establishment of boards and appointment of members.** With the consent of the Council, the Mayor may establish Boards, Commissions, and Committees, and make appointments of members of all Boards, Commissions, and Committees. The Mayor may, from time to time, cede this authority by resolution of the Council.

**(c) Legislative decisions.** The Council is the legislative body; its members are the community's decision makers. Power is centralized in the elected City Council collectively and not in individual members of the Council. The City Council approves the budget and determines the public services. It focuses on the community's goals, major projects and such long term considerations as community growth, financing and strategic planning. The City Council hires a professional City Manager to carry out administrative responsibilities and they collectively supervise the City Manager's performance.

### **1.5 Overview of City Manager responsibilities.**

The City Manager is hired to serve the City Council and the community and to bring the benefits of education, training and experience in administering the City's projects, programs, and public services on behalf of the City Council. The City Manager follows the direction of the entire City Council and not individual members of the Council or the public, and serves at the sole discretion of the Council.

As the City's Chief Executive Officer, the City Manager oversees:

- Department heads and department operations
- Budget development and fiscal management
- Policy implementation
- Personnel administration and human resources
- Labor relations
- Intergovernmental relations
- Service delivery
- Elected official support
- A variety of special projects and assignments

The City Manager appoints, removes, promotes, and demotes any and all officers and employees of the city except the City Clerk, City Attorney, and City Treasurer. Appointment, removal, promotion, or demotion of department heads shall require prior approval of the City Council. ([Ord § 2.08.110](#))

Among the chief duties, the City Manager will implement the Council's policies, projects, programs, and public services in an effective and efficient manner, providing professional advice on policy matters, intergovernmental affairs, economic development, and environmental issues.

#### **1.6 Annual Review.**

The City Council shall conduct a review of this document annually within three months prior to the start of a new fiscal year, or whenever Council deems necessary, to assist Council Members in being more productive in management of the business of the City.

#### **1.7 Ralph M. Brown Act.**

All conduct of the City Council, Commissions, Committees and Subcommittees shall be in full compliance with the Ralph M. Brown Act.

## SECTION 2. COUNCIL REORGANIZATION

#### **2.1 Mayor Pro Tem Selection Process.**

In December of each year, the Mayor shall select and appoint a Mayor Pro Tem, with consent of the City Council, from among the members of the Council. Selection and appointment shall be at the first meeting of a new term following each General Municipal Election or at the first meeting in December during non-election years. For all intents and purposes, the title Mayor Pro Tem and Vice Mayor are used interchangeably. The term of the appointment shall be for a 12-month period commencing on January 1<sup>st</sup> of each year, unless otherwise provided for by majority vote of the Council.

#### **2.2 Duties of the Mayor Pro Tem/Vice Mayor**

The Vice Mayor remains as one member of the City Council and has no rights or authority different from any other member of the Council. The Vice Mayor is the designated individual to represent the Mayor and perform any duties as required when the Mayor is unavailable. If the

Mayor will be unavailable for an extended period of time, the Mayor shall provide notification to the Vice Mayor, City Manager, and City Clerk, in addition to outlining any additional duties.

### **2.3 Appointment of a Council Vacancy.**

In the event of a vacancy of office or the death or resignation of any Council Member, the Mayor shall appoint a new Council Member, with the consent of the Council, within sixty (60) days after a vacancy or death or resignation becomes effective in compliance with the California Elections Code, unless the Council, by resolution, decides to instead call a special election. In the event of appointment, the Mayor, with the consent of the Council, shall determine by resolution the process for appointment prior to the application process and in accordance with State law.

## SECTION 3. ADMINISTRATIVE MATTERS

### **3.1 Attendance.**

City Council Members acknowledge that attendance at lawful meetings of the City Council is part of their official duty. Council Members shall make a good faith effort to attend all such meetings unless unable. Council Members will notify the Mayor, City Manager, and City Clerk, if they will be absent from a meeting.

[Per Gov Code §36513, "if a city councilmember is absent without permission from all regular city council meetings for 60 days consecutively from the last regular meeting he or she attended, his or her office becomes vacant and shall be filled as any other vacancy."](#)

### **3.2 Correspondence.**

With some exceptions, proposed correspondence (including electronic) from individual Council Members/Mayor on City stationery shall be reviewed by the Council in draft form prior to release.

On occasion, there are urgent requests from the League of California Cities for correspondence concerning legislation directly affecting municipalities. Assuming there is agreement between the Mayor and City Manager that the League's position corresponds with that of the Council, the Mayor may send a letter without first obtaining Council review.

City letterhead will be made available for routine, discretionary correspondence (e.g., thank you notes, etc.), or such correspondence will be prepared by staff for signature, without prior consent of the Council.

The City will provide stationary designated as "The Office of" for each member of the Council to use for correspondence as it relates to your elected position (e.g., thank you notes, letters of recommendation, direct communication to residents or businesses, etc). This letterhead will have the same information as provided on your business card. Any views expressed in this correspondence (including electronic) are solely your own and do not represent the views of the City or the Council.

E-mails from Council Members should be respectful and professional. This form of correspondence is a public record subject to disclosure under the California Public Records Act.

### **3.3 Regional Boards, Committees and Ad Hoc**

The role of the Council on regional boards will vary depending on the nature of the appointment. Representing the interests of Suisun City is appropriate on some boards; this is generally the case when other local governments have their own representation. The positions taken by the appointed representatives are to be in alignment with the positions that the Council has taken on issues that directly impact Suisun City. If an issue should arise that is specific to Suisun City and the Council has not taken a position, the issue should be discussed by the Council prior to taking a formal position at a regional board meeting, to assure that it is in alignment with a majority of the Council's position.

Council representatives to such various boards shall keep the Council informed of ongoing business through brief oral or written reports to the Council during properly posted Council meetings.

Council Members shall make a good faith effort to attend all regional meetings to which they are assigned. Attendance should not be less than 75% of all annual scheduled meetings and all absences should be reported to the Mayor. If a Council Member is unable to attend, the Council Member shall notify his/her alternate as far in advance of the meeting as possible so as to allow the alternate to attend.

A list of these assignments are maintained by the Deputy City Clerk and will be distributed to the Council when updated.

### **3.4 Distribution of Information.**

It is essential that every member of the City Council have the same information from which to form decisions and actions. Any information distributed to one Council Member shall also be distributed to all Council Members.

The Mayor, by virtue of the position, may receive information in advance of other members of the Council in order for the City Manager to effectively proceed with the day-to-day operation of the City. The City Manager will make every effort to disseminate this information to the remaining members of the Council in a timely manner, whether through the Weekly City Manager Report or Council Member/Manager 1:1.

### **3.5 Reimbursement.**

Every effort shall be made to limit the need to reimburse Council Members for expenses. City Council Members may be reimbursed for personal expenses for travel to and lodging at conferences or meetings related to their role as a Council Member. The reimbursement of expenses is limited in the following manner: Members shall be reimbursed subject to the Administrative Directive related to travel expenses, (AD-1.) Any additional expenses that fall outside the scope of this policy may be reimbursed only if approved by the City Council, at a public meeting, before the expenses are incurred. Any request for reimbursement of expenses

shall be accompanied by an expense form and receipts to document the expenditure. These documents are public records subject to disclosure under the California Public Records Act.

Brief reports must be given on any outside meeting attended at the expense of the City at the next regular Council meeting.

### **3.6 Ethics and Sexual Harassment Prevention & Education Training.**

Any member of the City Council and commissions, or advisory committees formed by the City Council, shall receive at least two hours of ethics training in general ethics principles and ethics laws relevant to his/her public service every two years, as mandated by AB 1234, and at least two hours of sexual harassment prevention training, as mandated by AB 1661. New members must receive this training within their first year of service for ethics and six months for sexual harassment prevention training and education, and file a certificate of completion with the City Clerk. Members shall attend training sessions that are offered through the League of California Cities or locally in the immediate vicinity of Solano County, or by completing online a state-approved public service ethics education program.

An individual who serves on multiple legislative bodies need only receive two hours of each training every two years to satisfy this requirement for all applicable public service positions. If the City offers either course, the City will use a course that has been reviewed and approved by the Fair Political Practices Commission and the California Secretary of State.

The City Clerk is required to keep ethics training records for five years to document and prove that these continuing education requirements have been satisfied. These documents are public records subject to disclosure under the California Public Records Act.

### **3.7 City Seal.**

The City Seal is an important symbol of Suisun City. No change to the City Seal shall be made without Council approval. Individual Council Members shall be careful in use of the City Seal so as not to create an appearance that the Council Member is acting on behalf of or with official endorsement of Suisun City.

### **3.8 Use of City Email and Social Media.**

Except for emergencies, public officials who are not City employees (“public officials”) conducting City business should not create any “public record” (as that term is defined in California Government Code § 6253(e)) by using any email account that is not a City email account, or by using any non-City-controlled social media account. Instead, public officials should use a City email or City-controlled social media account.

In an emergency, a public official may send an email on a non-City email account, but only if a copy of any public record that is created as a result is contemporaneously copied to the City email account of that same public official, or a hard copy is provided to the City for retention in City records.

Practically speaking, this means that public officials should rarely, if ever, use a personal email account to conduct City business, and should never use personal social media accounts to conduct City business. Nothing in this policy is intended to limit a public official's use of private email and social media accounts for non-City business such as personal communications and campaign related activities. Nor is this policy intended to require public officials to provide privileged communications or documents to the City, or to waive any applicable privileges which may apply to documents purely because they have been turned over to the City in compliance with this policy.

For purposes of this policy "City-controlled social media account" is an account on a social media platform (e.g. Facebook, Instagram, Twitter) that is created and used by the City (e.g. the City's official Facebook page, if any).

**Use of City Electronic Devices.** In general, when creating or modifying public records in the conduct of City business on an electronic device that can create and modify public records (e.g. computers, mobile phones, tablets), public officials should only use City-issued devices. There are two exceptions:

**Exception: Using City Accounts.** Public officials may use non-City electronic devices when accessing an official City account (e.g. City email address, City-controlled social media account).

**Exception: Contemporaneous Copying.** If, in a given situation, using a City electronic device is clearly impractical or if a public official has not been issued or does not have in the public official's possession a City electronic device, a public official may use a non-City device, but only if a copy of each affected public record is contemporaneously copied to a City account of that same public official, or to the related City-controlled social media account, or a hard copy is provided to the City for retention in City records.

**Texting Only on City Devices.** Except for emergencies or when communicating with the City Attorney's Office, public officials conducting City business shall not send or receive texts on any device other than a City owned device. In an emergency, a public official may use a non-City device to text, but only if a copy of any public record that is created as a result is contemporaneously copied to a City account of that same public official, or a hard copy is provided to the City for retention in City records. Practically speaking, this means that public officials should rarely, if ever, use a non-City owned device to text in the conduct of City business.

**Provide Copies to City.** If a public official has possession of a public record that is not in the possession of the City, the public official shall promptly provide a copy of the record to the City, and take reasonable precautions to prevent this from occurring again. For example, if a public official receives an email regarding City business on a non-City email account, and the email was not sent to or from a City email account (i.e. the City doesn't already have a copy), the public official shall promptly forward a copy of the email to the public official's City email account, or provide a hard copy to the City for retention in City records, and should request that the sender send future correspondence to a City controlled email account.

### **3.9 Compensation.**

Council members are compensated in accordance with California Government Code Sections 36516 and 36516.5. The amount is memorialized in the City's Municipal Code.

## SECTION 4. COUNCIL RELATIONSHIP WITH STAFF

*Note: The foundation of a healthy and productive relationship between City Council and all City Staff is based on staying within the chain of command.*

### **4.1 City Manager.**

City Council Members are always free to go to the City Manager to discuss City business. Issues concerning the performance of a Department or any employee must be directed to the City Manager. Direction to City employees, other than the City Manager or City Attorney, is the prerogative of the City Manager. In passing along critical information, the City Manager will be responsible for contacting all Council Members. The City Manager may delegate this responsibility to Department Heads.

### **4.2 Agenda Item Questions.**

If a Council Member has a question on an agenda item, the Council Member should contact the City Manager, if at all possible, prior to any meeting at which the item may be discussed. This does not restrict Council Members from asking questions during a Council meeting.

### **4.3 Interaction of City Council with Staff.**

The Council shall treat staff with respect and shall not abuse staff, nor embarrass staff in public. The City Council Members are welcome to have contact with any city employee. However, the Council are to work through the City Manager or City Attorney on all issues, concerns and questions. This is to allow the senior professional staff, with the proper education, training, experience and knowledge of issues, laws and City Council's policies to coordinate a full and complete response and reduce error or misunderstanding by staff members not necessarily knowledgeable on all issues. This can provide a better overall response, allow any new issues to properly be considered and avoid unintended redirection of staff efforts.

Council Members are free to speak to Department Heads and may ask for information related to their department or agenda items. However, at no point is it acceptable to provide direction. All direction should be given to the City Manager, and the City Manager should be informed of contacts made with Department Heads. This informal system of direct communication is not to be abused.

City Council Members shall not meet with groups of management employees for the purpose of discussing terms of employment or establishing employee policy.

### **4.4 Individual Council Member's Requests.**

Council Members shall make their requests for information to the City Manager and not directly to individual members of staff. The use of City staff, including the City Manager, to respond to an individual Council Member's request for any purpose that exceeds more than one hour of

total staff time must be approved by the majority vote of the full Council. The individual City Council Member may make his/her request orally or in writing to the City Manager. The City Manager shall provide an estimate of the cost and how the request affects the Council's Goals and Objectives. This request will then be considered by the City Council at the next possible City Council meeting. Irrespective of the amount of staff time required to respond to each Council Member's request, individual Council Member's requests should be limited to no more than three to five requests per week.

## SECTION 5. PROCEDURES FOR APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES

### 5.1 Definitions.

- (a) **Task Force:** A temporary grouping of individuals and resources for the accomplishment of a specific objective.
- (b) **Committee:** A group of people officially delegated to perform a function, such as investigating, considering reporting, or acting on a matter.
- (c) **Ad Hoc:** Committees established for a specific purpose. Formed for or concerned with one specific purpose (e.g. ad hoc compensation committee); for the particular end or case at hand without consideration of wider application; formed or used for specific or immediate problems or needs; often improvised or impromptu; contrived purely for the purpose in hand rather than carefully planned in advance.
- (d) **Commission:** A group of people officially authorized to perform certain duties or functions with certain powers or authority granted; the act of granting certain powers or the authority to carry out a particular task or duty; the rank and powers so conferred.
- (e) **Board:** A group of persons having managerial, supervisory, or advisory powers. In parliamentary law, a board is a form of deliberative assembly and is distinct from a committee, which is usually subordinate to a board or other deliberative assembly – in having greater autonomy and authority.

### 5.2 Recruitment Process.

- (a) On or before December 31<sup>st</sup> of each year, the City Clerk shall prepare and post a list of all Council-appointed board, commission and committee terms that expire during the next calendar year in compliance with the Maddy Act (Government Code Section 54972).
- (b) The City Clerk shall annually advertise in a newspaper and on the City's website for applicants wishing to be considered for appointment to boards, commissions and committees.
- (c) Although there may be multiple applicants, the Mayor is not required to choose from the pool of applicants and may nominate his/her own appointee, provided the appointee

qualifies. This applies to individual Council Members where the Mayor has ceded his/her authority.

- (d) All persons seeking appointment to a City board, commission or committee shall complete and submit an application form to the City Clerk as set forth in Section 5.6. Applications shall be kept on file for two years in the City Clerk's office and vacancies may be considered from applications on file, as well as new applications.
- (e) If an unscheduled board or commission vacancy occurs during the year, the following steps should be taken to publicize vacancies on boards, commissions and committees:
  - 1. Public announcement of the vacancy at a Council meeting.
  - 2. A newspaper advertisement announcing the vacancy.
  - 3. A recruitment period of at least ten (10) days.
  - 4. A vacancy notice posted at City Hall, the Nelson Center, and on the City's website for at least 20 days.
  - 5. Announcements in the local media, such as press releases, online news outlets and free weekly sales papers.
  - 6. Distribution to appropriate professional and community organizations and all groups that have requested notification.

### **5.3 Requirement for Appointment.**

- (a) All persons appointed to City boards, commissions and committees shall be residents of the City of Suisun City at the time of their appointment and shall remain so throughout their term of appointment. Should any person so appointed move from the City during their term of office, such office shall be forfeited. The Mayor with the consent of the Council shall, upon forfeiture, make a new appointment to fill the unexpired term.
- (b) All persons appointed to City boards, commissions and committees shall complete and submit an application form to the City Clerk as set forth in Section 5.6.
- (c) Except as provided by state or local statute, the appointee shall not be a current City employee or currently appointed to another City board, committee or commission.

### **5.4 Council Notification.**

By October 1 of each year, the City Clerk will notify the Mayor of expiring terms for members of those City boards, commissions, and committees.

### **5.5 Incumbents.**

- (a) At the end of the first term, the incumbent board, commission or committee member may, at the discretion of the Mayor, be reappointed for an additional term without the need to apply or interview for re-appointment. In lieu of an application, the board, commission or committee member shall submit to the City Clerk a letter of interest in re-appointment 60 days prior to the expiration of the member's first term.

- (b) Any incumbent interested in re-appointment who has served two or more terms must apply for re-appointment as set forth in Section 5.6.

#### **5.6 Application.**

Except as set forth in Section 5.5, all persons considered for appointment or re-appointment shall complete an application form. This application form must be received by the City Clerk by the required deadline.

#### **5.7 Attendance.**

- (a) Board, commission and committee members are expected to regularly attend and participate on their respective boards, committees and commissions.
- (b) All absences should be reported to the Mayor in advance of missing the meeting.
- (c) A board, commission or committee member whose attendance is less than seventy-five percent (75%) of the required meetings over a period of a year may be subject to removal by the Council.
- (d) The Council may grant an approved leave of absence for a board, commission or committee member for such reasons as the Council determines appropriate.

#### **5.8 Norms and Procedures and Conflicts of Interest.**

- (a) Board, committee and commission members shall be expected to adhere to the Council Norms and Procedures.
- (b) Board, committee and commission members shall comply with all state and local laws with respect to ethics and conflicts of interests to the extent that such laws apply to their position, including state and local requirements to timely file Statements of Economic Disclosure if the member is designated as a filer by state law or by the City's Conflict of Interest Code.
- (c) Members of City boards, commissions or committees may not use their board, commission or committee position title for political endorsements.

#### **5.9 Conflicts with Federal, State or Local Law.**

In case of a conflict between this section of the Norms and Procedure policy with federal, state or local law, such federal, state or local law shall be the controlling factor.

## **SECTION 6. MEETINGS**

#### **6.1 Open to Public.**

All meetings of the City Council whether regular, special, or study sessions, shall be open to the public, unless a closed session is held as authorized by law. All meetings shall be noticed as required to allow action to be taken by the Council.

## **6.2 Broadcasting of City Council Meetings.**

All regular Council meetings shall be scheduled in the Council Chambers to allow for web streaming, unless the number of participants exceeds room capacity. The final decision shall be the responsibility of the Mayor.

## **6.3 Regular Meetings.**

At the first regular meeting in January, the City Council will approve the schedule of meetings for the calendar year, which in addition to the regular meeting schedule, may include the cancellation of regular meetings and the addition of special meetings and study sessions. This practice does not, however, preclude the Mayor from calling additional meetings pursuant to Section 6.5, if necessary.

The City Council shall convene its regular City Council meetings at 6:30 p.m. on the first and third Tuesday of each month.

The City Council hopes to conclude its public business at Regular Meetings by 10:00 p.m. Ordinarily, at the discretion of the Mayor, no new items will be taken up after the 10:00 p.m. cutoff and any items remaining will be agendaized for the next meeting.

## **6.4 Cancelling Meetings.**

Pursuant to Government Code Section 36805, City Council shall hold a Regular Meeting at least once each month. Outside of this provision, the Mayor may cancel no more than four (4) Regular Meetings at his/her discretion no less than 7 days before the planned meeting. The Mayor may cancel a meeting at any time in the case of an emergency or when a majority of members have confirmed their unavailability to attend a meeting.

## **6.5 Special Meetings.**

A special meeting may be called at any time by the Mayor or by a majority of the City Council in accordance with the Brown Act. Written notice of any such meeting must specify the purpose of the meeting. Notice of the meeting must be given in accordance with law. Public comments at special meetings shall be limited to only those items described on the special meeting notice/agenda.

The City Council may hold study sessions or joint meetings with other boards, commissions, committees, or agencies as deemed necessary to resolve City business. These meetings will be coordinated by the City Clerk. Study sessions are scheduled to provide Council Members the opportunity to better understand a particular item. While Council may legally take action at any noticed meeting, generally no formal action is taken at study sessions. If action is to be taken at a study session, then the agenda will state that action may be taken.

## **6.6 Closed Sessions.**

The City Council may hold closed sessions at any time authorized by law (and in consultation with the City Attorney), to consider or hear any matter, which is authorized by law. The Mayor or any three Council Members may call closed session meetings at any time.

### **6.7 Quorum.**

Three (3) members of the City Council shall constitute a quorum and shall be sufficient to transact business. If fewer than three Council Members appear at a regular meeting, the Mayor, Vice Mayor in the absence of the Mayor, any Council Member in the absence of the Mayor and Vice Mayor, or in the absence of all Council Members, the City Clerk or Deputy City Clerk, shall adjourn the meeting to a stated day and hour.

Business of the City Council may be conducted with a minimum of three members being present; however, pursuant to the California Government Code, matters requiring the expenditure of City funds and all resolutions and non-urgency ordinances must receive three affirmative votes for approval.

### **6.8 Minutes.**

The City Clerk shall prepare minutes of all public meetings of the City Council. Electronic copies will be distributed to the Council for review one (1) week following the meeting. Council Members will have one (1) week to provide feedback to the City Clerk for corrections or clarifications. The City Clerk will provide the corrected minutes to the City Manager one (1) week before the meeting to ensure inclusion in the Agenda Packet.

### **6.9 Adjourned Meetings.**

The City Council may adjourn any regular, adjourned regular, special, or closed session meeting to a time and place specified in the order of adjournment and permitted by law.

## **SECTION 7. POSTING NOTICE AND AGENDA**

### **7.1 Posting of Notice and Agenda.**

For every regular, special, or study session meeting, the City Clerk or other authorized person shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all items of business to be discussed at the meeting. This notice and agenda may be combined in a single document. Posting is to be according to law.

### **7.2 Location of Posting.**

The notice and agenda shall be posted at City Hall in a place to which the public has unrestricted access and where the notice and agenda are not likely to be removed or obscured by other posted material, and to the City website.

Although not required, additional posting places have been identified to increase civic engagement:

- Joseph Nelson Center
- Senior Center
- Harbor Master Building
- City Controlled Social Media

- [Non-City Partnership Buildings](#)

## SECTION 8. AGENDA CONTENTS

### **8.1 Mayor's Responsibility.**

The Mayor is responsible for running a timely and orderly meeting. If the Mayor is unavailable to run a Council meeting, the Vice Mayor shall run the meeting. The Mayor, in consultation with the City Manager or his/her designee, shall organize the agenda [and agenda forecast. The agenda forecast will be distributed with the City Manager's report.](#)

### **8.2 Description of Matters.**

All items of business to be discussed at a meeting of the City Council shall be briefly described on the agenda. The description should set forth the proposed action to be considered so that members of the public will know the nature of the action under review and consideration.

As stated in Section 4.2, if a Council Member has a question on a subject, the Council Member should contact the City Manager prior to any meeting at which the subject may be discussed.

### **8.3 Availability to the Public.**

The agenda for any regular, special, or study session meeting, shall be made available to the general public as required by law.

### **8.4 Limitation to Act Only on Items on the Agenda.**

No action shall be taken by the City Council on any item not on the posted agenda, subject only to the exceptions listed below:

(a) Upon a majority determination that an "emergency situation" (as defined by State Law) exists; or

(b) Upon determination by a 4/5 vote of the full City Council, or a unanimous vote if less than a full Council, that there is a need to take immediate action and that the need to take the action came to the attention of the City Council subsequent to posting of the agenda.

### **8.5 "Timing" of Agenda.**

The Mayor may "time" the agenda as a way for the Council to maintain a sense of how much time can be committed to any one item without going past an established ending time for the meeting.

### **8.6 Order of Agenda – Regular Meeting.**

The prescribed order of the agenda for Regular Meetings of the Council will be as follows: Roll Call, Pledge of Allegiance, Invocation, Public Comments on Items not on the Agenda, Conflict of Interest Notification, Informational Reports Consent Calendar, Presentations/Appointments, Public Hearings, General Business Items, City Council Reports, Mayor Report, City Manager/Executive Staff Reports, Public Comments, and Adjournment.

### **8.7 Order of Agenda – Closed Session.**

The prescribed order of the agenda for a Special Meeting – Closed Session of the Council will be as follows: Roll Call, Conflict of Interest Notification, Closed Session, Closed Session Announcement, and Adjournment.

#### **8.8 Change in Order of Business.**

The Mayor may decide to take matters listed on the agenda out of the prescribed order. Council Members shall be given the opportunity to ask questions about Consent Items for clarification without having them removed.

#### **8.9 Agenda Request Policy.**

Requests for placement of items on the agenda can be submitted to the Mayor or City Manager at any time. The Mayor and City Manager will review the request and determine appropriate timing to bring the item forth.

Also, any member of the Council may request that an item be placed on a future agenda by indicating their desire to do so under the Council Member Report portion of the City Council agenda. The request will require the consensus of the Council to have the item brought back at a certain time versus at the pleasure of the Mayor or City Manager.

#### **8.10 Presentations.**

Presentations are put on the agenda with concurrence of the Mayor or City Manager. The Mayor or City Manager will use their best judgment on scheduling presentations and recognitions. Time limits shall normally be 5 minutes. Presentations may be extended by special circumstances as needed. Exceptions can be made at the Mayor's discretion.

To promote a proactive policy concerning state, regional and federal legislative issues, presentations shall include a periodic legislative update by the City Manager (or City Manager designee), to include information on important legislative issues and/or those matters that the City has a stated a position on during the Legislative Session

#### **8.911 Proclamations.**

Requests for proclamations can be submitted to the Mayor at any time. Proclamations or Special Recognition are created at the Mayor's full discretion.

The agenda will include Proclamations presented during the council meetings and a list provided of those for information purposes or presented outside of the meeting.

#### **8.12 Redress.**

Agenda items for redress or reconsideration are expanded in Section 9.8.

## SECTION 9. PROCEDURES FOR THE CONDUCT OF PUBLIC MEETINGS

### 9.1 Role of Mayor.

- (a) The Mayor shall be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Mayor to ensure that the rules of operation and decorum contained herein are observed. The Mayor shall maintain control of communication between Council Members and among Council, staff and public. The Mayor shall intervene when a Council Member, staff or other meeting participant is being verbally or otherwise attacked by a member of the public.
- (b) Communication with Council Members:
1. Council Members shall request the floor from the Mayor before speaking.
  2. When one member of the Council has the floor and is speaking, other Council Members shall not interrupt or otherwise disturb the speaker.
- (c) Communication with members of the public addressing the Council on agenda items:
1. The Mayor shall open the floor for public comment as appropriate.
  2. Council Members may question a person addressing the Council at the conclusion of the person's comments or upon expiration of the person's time to speak in order to gain additional information. At no point should Council Members engage in additional back and forth with members of the public.
  3. Any staff member with an item on the agenda will be available to the City Council to answer questions arising during discussions between Council Members and among Council Members and members of the public.
  4. Members of the public shall direct their questions and comments to the Council.

### 9.2 Rules of Order.

The City Council shall follow the "spirit" of *Rosenberg's Rules of Order* as a guide for the conduct of meetings, with the following modifications:

- (a) A motion is not required prior to a general discussion on an agenda item. A pre-motion discussion allows the members to share their thoughts on the agenda item so that a motion can more easily be made that takes into account what appears to be the majority position.
- (b) All motions require a second.
- (c) A motion may be amended at the request of the maker and the consent of the person who seconded the motion. Such a procedure is often used to accommodate concerns expressed by other members.
- (d) A motion to amend may still be used.

The Mayor has the discretion to impose reasonable rules at any particular meeting based upon facts and circumstances found at any particular meeting.

### **9.3 Appeal Procedures.**

Appellants shall be given the opportunity to speak first. Appellants and applicants responding to appeals may be given a total of up to 10 minutes each to present their positions to the City Council prior to hearing public comments. Appellants shall be given up to 5 minutes of rebuttal time after public comments are heard.

### **9.4 Applicants.**

Persons bringing to the City Council a request for approval shall be given a total of up to 10 minutes to present their positions/input prior to hearing public comments. An extension can only be granted by consent of a majority of the Council Members. Applicants shall be given up to 5 minutes of rebuttal time after public comments are heard.

### **9.5 Staff and Consultant Reports.**

In general, staff and consultant reports should be clear, brief and concise. Staff is to assume that the Council has read all materials submitted. Council shall be given an opportunity to ask questions of staff prior to hearing public comments.

### **9.6 Public Comment.**

- (a)** Persons present at meetings of the City Council may comment on individual items on the agenda at the time the items are scheduled to be heard. During Regular City Council meetings, comments may be offered on items not on the agenda under that portion of the agenda identified for Public Comment.
- (b)** The limit for speakers will be up to 3 minutes, depending on the number of speakers. Speakers are not allowed to delegate their time to another speaker. The Mayor may limit the time to be spent on an item and may continue the item, with the approval of the majority of the Council, to a future meeting at his/her discretion.
- (c)** Upon addressing the Council, each speaker is requested, but not required, to first state his/her name, whom they represent and/or city of residence.
- (d)** After the speaker has completed their remarks, the Mayor may direct the City Manager or City Attorney to briefly address the issues brought forth by the speaker. Council Members shall be respectful of the speakers and shall not enter into a debate with any member of the public nor discuss amongst themselves.
- (e)** All Council Members shall listen to all public discussion as part of the Council's community responsibility. Individual Council Members should remain open-minded to informational comments made by the public.
- (f)** The Mayor has the right to ask a member of the public to step down if over the allotted time or if the speaker's comments are not within the city's jurisdiction.

### 9.7 Motions.

It will be the practice of the City Council for the Mayor to provide Council Members an opportunity to ask questions of staff, comment on, and discuss any agenda item in order to help form a consensus before a motion is offered. After such discussion, the Mayor or any Council Member may make a motion. Before the motion can be considered or discussed, it must be seconded. Once a motion has been properly made and seconded, the Mayor shall open the matter to full discussion offering the first opportunity to speak to the moving party, and thereafter, to any Council Member recognized by the Mayor. Customarily, the Mayor will take the floor after all other Council Members have been given the opportunity to speak.

If a motion clearly contains divisible parts, any Council Member may request the Mayor or moving party divide the motion into separate motions to provide Council Members an opportunity for more specific consideration.

Tie Votes: Tie votes shall be lost motions. When all Council Members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal, unless the Council takes other action to further consider the matter. If a tie vote results at a time when fewer than all members of the Council, who may legally participate in the matter are present, the matter shall be automatically continued to the agenda of the next regular meeting of the Council, unless otherwise ordered by the Council.

### 9.8 Reconsideration.

#### (a) Request for reconsideration.

1. Request by a member of the public. Notwithstanding *Rosenberg's Rules of Order*, a request for reconsideration may be made by a member of the public to the City Council at the next regular meeting of the City Council or at any intervening special meeting of the City Council.
2. Request by a member of the City Council. Only a member of the City Council who voted on the prevailing side may request reconsideration. The request may be made at the same meeting or at the next regular meeting of the City Council or at any intervening special meeting of the City Council.
3. The member of the public or City Council Member making the request should state orally or in writing the reason for the request, without dwelling on the specific details or setting forth various arguments.

#### (b) Motion to reconsider any Council action.

1. Reconsideration at the same meeting. A motion to reconsider an action taken by the City Council may be made at the same meeting at which the action was taken (including an adjourned or continued meeting). A motion to reconsider an action taken by the City Council may be made only by a Council Member who voted on the prevailing side, but may be seconded by any Council Member and is debatable. The motion must be approved by a majority of the entire City Council.

2. Reconsideration at a subsequent meeting. If an intent to request a motion for reconsideration is communicated to the City Council prior to the deadline for posting the City Council meeting agenda, then the request for reconsideration may be agendaized if support for said action exists in accordance with the *Council Norms* Section 10.8. Otherwise, no City Council discussion or action on a possible reconsideration may occur unless the item is appropriately added to the agenda pursuant to Government Code section 54954.2(b), which addresses adding items that are not listed on a posted agenda (urgency agenda item). At the time such motion for reconsideration is heard, testimony shall be limited to the facts giving rise to the motion.

**(c) Effect of approval of motion.**

Upon approval of a motion to reconsider, and at such time as the matter is heard, the City Council shall only consider any new evidence or facts not presented previously with regard to the item or a claim of error in applying the facts.

If the motion to reconsider is made and approved at the same meeting at which the initial action was taken and all interested persons (including applicants, owners, supporters and opponents) are still present, the matter may be reconsidered at that meeting or at the next regular meeting or intervening special meeting (subject to the discretion of the maker of the motion) and no further public notice is required.

If the motion to reconsider is made and approved at the same meeting at which the initial action was taken but all interested persons are not still present, or if the motion is made and approved at the next regular meeting or intervening special meeting, the item shall be scheduled for consideration at the earliest feasible City Council meeting and shall be re-noticed in accordance with the Government Code, the City Municipal Code and the *Council Norms and Procedures*. The Clerk shall provide notice to all interested parties as soon as possible when a matter becomes the subject of a motion to reconsider.

**9.9 Discussion.**

**(a)** The discussion and deliberations at meetings of the City Council are to secure the mature judgment of Council Members on proposals submitted for decision. This purpose is best served by the exchange of thought through discussion and debate.

To the extent possible, Council Members should disclose any ex parte communication prior to discussion on an item. Ex parte communications are those made in private between an interested party and an official in a decision making process.

Discussion and deliberation are regulated by these rules in order to assure every member a reasonable and equal opportunity to be heard.

**(b)** Obtaining the floor for discussion.

After the Council has commented on an issue, and a motion has been stated to the Council and seconded, any member of the Council has a right to discuss it after obtaining the floor. The member obtains the floor by seeking recognition from the Mayor. A member who has been recognized should make their comments clear, brief and concise.

**(c) Speaking more than once.**

To encourage the full participation of all members of the Council, no member or members shall be permitted to monopolize the discussion of the question. If a Council Member has already spoken, other Council Members wishing to speak shall then be recognized. No Council Member shall be allowed to speak a second time until after all other Council Members have had an opportunity to speak.

**(d) Relevancy of discussion.**

All discussion must be relevant to the issue before the City Council. A Council Member is given the floor only for the purpose of discussing the pending question; discussion which departs is out of order. Council Members shall avoid repetition and strive to move the discussion along.

A motion, its nature, or consequences, may be attacked vigorously. It is never permissible to attack the motives, character, or personality of a member either directly or by innuendo or implication. It is the duty of the Mayor to instantly rule out of order any Council Member who engages in personal attacks. It is the motion, not its proposer, that is subject to debate.

Arguments, for or against a measure, should be stated as concisely as possible. It is the responsibility of each Council Member to maintain an open mind on all issues during discussion and deliberation.

It is not necessary for all City Council Members to speak or give their viewpoints if another Council Member has already addressed their concerns. Although issues with potential to be litigated or otherwise appealed should have comments by each Council Member on the record.

**(e) Mayor's duties during discussion.**

The Mayor has the responsibility of controlling and expediting the discussion. A Council Member who has been recognized to speak on a question has a right to the undivided attention of the Council.

It is the duty of the Mayor to keep the subject clearly before the members, to rule out irrelevant discussion, and to restate the question whenever necessary.

**9.10 Council Member Respect.**

At all times, Council Members in the minority on an issue shall respect the decision and authority of the majority.

### **9.11 Council and Staff Reports and Directions on Future Agenda Items.**

Council and staff reports at the end of Council meetings shall be limited to announcing Mayor-appointed Regional Board activities on which Council Members serve, City and City-sponsored activities and items which directly affect the City. Community groups may announce their activities during Public Comments at the beginning of Council meetings. Council Members should refrain from making personal comments, stating personal activities, or items that do not impact their role as a Council Member.

## **SECTION 10. CLOSED SESSIONS**

### **10.1 Purpose.**

It is the policy of the City Council to conduct its business in public to the greatest extent possible. However, state law recognizes that, in certain circumstances, public discussion could potentially jeopardize the public interest, compromise the City's position, and could cost the taxpayers of Suisun City financially. Therefore, closed sessions shall be held from time to time as allowed by law. The procedures for the conduct of these meetings shall be the same as for public meetings, except that the public will be excluded.

Prior to convening the closed session meeting, the Mayor shall publicly announce the closed session items and ask for public input regarding any items on the closed session agenda.

City Council Members shall keep all written materials and verbal information provided to them in closed session in complete confidence to insure that the City's position is not compromised. No mention of information in these materials shall be made to anyone other than Council Members, the City Attorney or City Manager, except where authorized by a majority of the City Council.

### **10.2 Rule of Confidentiality.**

The City Council recognizes that breaches in confidentiality can severely prejudice the City's position in litigation, labor relations and real estate negotiations. Further, breaches of confidentiality can create a climate of distrust among Council Members and can harm the Council's ability to communicate openly in closed sessions, thereby impairing the Council's ability to perform its official duties.

The City Council further recognizes that confidentiality of discussions and documents are at the core of a closed session. Confidentiality is essential if the closed session is to serve its purpose. Therefore, the City Council will adhere to a strict policy of confidentiality for closed sessions.

### **10.3 Breach of Rule of Confidentiality.**

No person who attends a closed session may disclose any statements, discussions, or documents used in a closed session except where specifically authorized by State law. Any authorized disclosure shall be in strict compliance with these rules and the Ralph M. Brown Act. Violation of this rule shall be considered a breach of this rule of confidentiality.

#### **10.4 Agenda.**

The City Council agenda will contain a brief general description of the items to be discussed at the closed session, as required by law.

#### **10.5 Permissible Topics.**

All closed sessions will be held in strict compliance with the Ralph M. Brown Act. The City Attorney, or his/her designee, will advise in advance on topics that may be discussed in a closed session.

#### **10.6 Rules of Decorum.**

- (a)** The same high standard of respect and decorum as apply to public meetings shall apply to closed sessions. There shall be courtesy, respect and tolerance for all viewpoints and for the right of Council Members to disagree. Council Members shall strive to make each other feel comfortable and safe to express their points of view. All Council Members have the right to insist upon strict adherence to this rule.
- (b)** Prior to a vote, the Mayor shall ensure that the motion is clearly stated and clearly understood by all Council Members.
- (c)** The Mayor shall keep the discussion moving forward so that debate and a vote can occur in the time allotted for the closed session. The Mayor will determine the order of debate in a fair manner.

#### **10.7 Conduct of Meeting.**

- (a)** The Mayor will call the closed session to order promptly at its scheduled time.
- (b)** The Mayor will keep discussion focused on the permissible topics.
- (c)** The use of handouts and visual aids such as charts is encouraged to focus debate and promote understanding of the topic. All such materials are strictly confidential.
- (d)** If the City Council in closed session has provided direction to City staff on proposed terms and conditions for any type of negotiations, whether it be related to property acquisitions or disposal, a proposed or pending claim or litigation, or employee negotiations, all contact with the other party will be through the designated City person(s) representing the City in the handling of the matter. A Council Member, not so designated by the Council, will not under any circumstances have any contact or discussion with the other party or its representative concerning the matter which was discussed in the closed session, and will not communicate any discussions conducted in closed session to such party.

#### **10.8 Public Disclosure After Final Action.**

(a) The Ralph M. Brown Act requires that, as a body, the City Council make certain public disclosure of closed session decisions when those actions have become final. Accordingly, the City Council shall publicly report any final action taken in closed session, and the vote, including abstentions, at a publicly noticed meeting as follows:

1. Real Estate negotiations: After the agreement is final and accepted by the other party;
2. Litigation: After approval to defend or appeal a lawsuit or to initiate a lawsuit;
3. Settlement: After final settlement of litigation or claims;
4. Employees: Action taken to appoint or dismiss a Council-appointed employee;
5. Labor relations: After the Memorandum of Understanding is final and has been accepted by both parties.

(b) The report may be oral or written. The report will state only the action taken and the vote. Unless authorized by the majority of the City Council, the report will not state the debate or discussion that occurred. Except for the action taken and the vote, all closed session discussions will remain confidential.

## SECTION 11. DECORUM

### **11.1 Council Members.**

Members of the City Council value and recognize the importance of the trust invested in them by the public to accomplish the business of the City. Council Members shall accord the utmost courtesy to each other, City employees, and the public appearing before the City Council. The City Manager or his/her designee shall act as the sergeant-at-arms.

### **11.2 City Employees.**

Members of the City staff shall observe the same rules of order and decorum applicable to the City Council. City staff shall act at all times in a business and professional manner towards Council Members and members of the public.

### **11.3 Public.**

Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council. These Norms and Procedures shall apply to all City Council Meetings.

### **11.4 Noise in the Chambers.**

Noise emanating from the audience, whether expressing opposition or support within the Council Chambers or lobby area, which disrupts City Council meetings, shall not be permitted. All

cell phones and other electronic devices shall be muted while in the chambers. Refusal is grounds for removal.

#### **11.5 Removal.**

Any member of the public making personal, impertinent, and/or slanderous or profane remarks, or who becomes boisterous or belligerent while addressing the City Council, staff or general public, or while attending the City Council meeting and refuses to come to order at the direction of the Mayor/Presiding Officer, shall be removed from the Council Chambers by the Police Chief, or his/her designee, and may be barred from further attendance before the Council during that meeting.

Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Mayor/Presiding Officer. The Mayor/Presiding Officer may direct the Police Chief, or his/her designee, to remove such offenders from the room.

#### **11.6 Dangerous Instruments.**

No person may enter the chambers of a legislative body as defined in Section 54852 of the Government Code of the State of California or any place where such legislative body is in session, with any firearm, weapon, or explosive device of any nature. The provisions of this section shall not apply to authorized peace officers or to those persons authorized by the Penal Code of the State to carry such weapons.

#### **11.7 Prosecution.**

Aggravated cases shall be prosecuted on appropriate complaint signed by the Mayor/Presiding Officer.

## **SECTION 12. ENFORCEMENT OF DECORUM**

In extreme cases, such as when a meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals as provided for in this Policy, the Mayor/Presiding Officer may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session.

Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section. Nothing in this Section shall prohibit the City Council from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

## **SECTION 13. PUBLIC RELATIONS**

#### **13.1 City Spokesperson.**

The Mayor will serve as the general spokesperson for the City. When Council has not taken a position on an issue, neither the Mayor nor any Council Member will speak on behalf of the

Council. In these situations, the Mayor or Council Member will use a phrase such as, “Council has not taken an official position, personally I think...”

### **13.2 Press Release.**

Any proposed Press Release may only use the City Seal and picture of the Council Member issuing such release if the subject matter pertains to official government business of Suisun City.

The group picture of the Council may only be used on a Press Release if the release is being issued on behalf of the entire Council.

## SECTION 14. MAYOR’S OFFICE

The opportunity to meet with a member of the public is an honor. It also creates an opportunity for our citizens to know that their elected officials are willing to listen and willing to act. There is a place for meeting over coffee or food, as some discussions are best had when “breaking bread.” However, some discussions should happen in a professional environment, free from distractions allowing for private discussion.

To help facilitate meetings with members of the public as a Council Member, the Mayor’s office is listed as a Resource Room in Outlook for advance scheduling.

Reach out to the Deputy City Clerk if you have questions regarding scheduling.

## SECTION 14.5. VIOLATIONS OF PROCEDURES

Nothing in these Norms and Procedures shall invalidate a properly noticed and acted upon action of the City Council in accordance with State Law.

This document shall remain in effect until modified by resolution of the City Council.