

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



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, JUNE 23, 2020

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), and Executive Order released on March 12, 2020, the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Anthony Adams, Jane Day, Michael A. Segala, and Mayor Pro Tem Wanda Williams. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.*

*DUE TO CORONAVIRUS COVID-19 RESIDENTS ARE ENCOURAGED  
TO ATTEND THE CITY COUNCIL MEETING VIA THE APPLICATION, ZOOM.*

*ZOOM MEETING INFORMATION:*

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

*MEETING ID: 838 1527 4808*

*CALL IN PHONE NUMBER: (707) 438-1720*

*TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM  
(URL: <https://www.suisun.com/government/meeting-video/>)*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING  
BY EMAILING [CLERK@SUISUN.COM](mailto:CLERK@SUISUN.COM) (PRIOR TO 6pm) OR  
VIA WEBSITE OR PHONE APPLICATION, ZOOM*

(Next Ord. No. – 774)

(Next City Council Res. No. 2020 – 77)

Next Suisun City Council Acting as Successor Agency Res. No. SA2020 - 02)

(Next Housing Authority Res. No. HA2020 – 01)

#### **ROLL CALL**

Council / Board Members

Pledge of Allegiance

Invocation

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

**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.)*

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

1. Cooling Center – (Lofthus: [klofthus@suisun.com](mailto:klofthus@suisun.com)).

**PRESENTATIONS/APPOINTMENTS**

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

**CONSENT CALENDAR**

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

**City Council**

2. Council Adoption of Resolution No.2020-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Lamassu Utility Services, Inc. for the Highway 12 Storm Drain Pipe Lining and CCTV Inspection Project and Authorize up to an Additional \$18,263.87 for Contingencies. – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).
3. Council Adoption of Resolution No.2020-\_\_\_: Authorizing the City Manager to Execute a Professional Services Agreement Extension on the City's Behalf with Athens Administrators for Worker's Compensation Claims Administration Services – (Corey: [scorey@suisun.com](mailto:scorey@suisun.com)).
4. Council Adoption of Resolution No. 2020-\_\_\_: Ratifying the Director of Emergency Services' Local Emergency Directive to Allow Limited Encroachment on Sidewalks, Streets, and Parking Lots for Outdoor Dining and Retail Activities – (Kearns/Folsom: [jkearns@suisun.com](mailto:jkearns@suisun.com), [gfolson@suisun.com](mailto:gfolson@suisun.com)).
5. Council Adoption of Resolution No. 2020-\_\_\_: Authorizing the City Manager to Execute a Contract to Purchase a 2016 Chevrolet Tahoe for the Use of Enforcement and Investigation by the Fire Department in the Amount of \$29,899.89 – (Vincent: [jvincent@suisun.com](mailto:jvincent@suisun.com)).

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

6. PUBLIC HEARING (CONTINUED TO JUNE 30, 2020)  
Adoption of the Fiscal Year 2020-21 Annual Budget - (Deol/Corey: [Ldeol@suisun.com](mailto:Ldeol@suisun.com), [scorey@suisun.com](mailto:scorey@suisun.com)).
  - a. Council Adoption of Resolution No. 2020-\_\_\_: Adopting the Annual Budget for Fiscal Year 2020-21; and
  - b. Agency Adoption of Resolution No. SA 2020-\_\_\_: Adopting the Annual Budget for Fiscal Year 2020-21; and

- c. Authority Adoption of Resolution No. HA 2020-\_\_: Adopting the Annual Budget for Fiscal Year 2020-21; and
- d. Council Adoption of Resolution No. 2020-\_\_: Adopting the Appropriations Limit for Fiscal Year 2020-21.
- e. Council Adoption of Resolution No. 2020-\_\_: Approving an Annual Update of the Master Fee Schedule.

## **GENERAL BUSINESS**

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

7.
  - a. Council/Boardmembers
  - b. Mayor/Chair
8. 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**

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 10:00 P.M. Ordinarily, no new items will be taken up after the 10:00 P.M. cutoff and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
2. Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.
3. Agendas are posted at least 72 hours in advance of regular meetings at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including:
  - Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
  - Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA;
  - Joe Nelson Center, 611 Village Drive, Suisun City, CA;
  - Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of June 23, 2020 was posted and available for review, in compliance with the Brown Act.

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## AGENDA TRANSMITTAL

**MEETING DATE:** June 23, 2020

**CITY AGENDA ITEM:** Adoption of Council Resolution No. 2020-\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Lamassu Utility Services, Inc. for the Highway 12 Storm Drain Pipe Lining and CCTV Inspection Project and Authorize up to an Additional \$18,263.87 for Contingencies.

**FISCAL IMPACT:** The Highway 12 Storm Drain Pipe Lining and CCTV Inspection project will be budgeted under Fund 190, Storm Drain & Flood Maintenance, in fiscal year 2020-21. Sufficient funds are being transferred from Measure S account (012-85190-1912) fund to Storm Drain & Flood Maintenance fund account (190-81012-6315) to cover this project. The project does not have any fiscal impact on the General Fund.

**STRATEGIC PLAN IMPACT:** Provide Good Governance.

**BACKGROUND:** On March 27, 2019, the Public Works crew found a hole in the landscape strip on the south side of Highway 12 between the edge of pavement and the Caltrans wood fence. This is the segment of Highway 12 between Marina Boulevard and Village Drive. Upon closer inspection, it was determined that the City's underground storm drain pipe, which is of corrugated metal pipe, had rusted and developed a hole, resulting in an underground void approximately 5 feet by 10 feet in size and approximately 10 feet deep. The void extended from the landscape strip to a portion of the paved shoulder.

At this location, three storm drain pipes, located side by side, cross under Highway 12. The flow in the storm drainpipes are each controlled by storm drain pumps (3 total) located between the Highway 12 soundwall and Chipman Lane, and the pipes outfall into the storm drain channel which runs along the Grizzly Island Trail. The pipes drain stormwater from the neighborhoods to the north, bounded in general by Highway 12, Sunset Avenue, Railroad Avenue and Mosswood Drive (and extended).

City staff was able to promptly secure four (4) bids to make the necessary emergency repair, and the project was awarded to the lowest bid of \$69,500. The repair was completed the following week after the storm drainpipe damage was discovered.

In order to prevent a similar crisis, it is important that the pipes are rehabilitated. Since they cross under Highway 12, any excavation involved in the work would likely significantly impact traffic on Highway 12 or will need to be performed at night. In any case, any excavation work to expose the pipes would be cost prohibitive. A more feasible solution in this situation would be to rehabilitate the storm drain pipes through a trenchless method, such as Cured-In-Place Pipe (CIPP) lining. Without rehabilitation the storm drain pipes could present a significant potential liability for the City.

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

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

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**STAFF REPORT:** The Request for Proposals (RFP) and construction documents for this Project were published on May 14, 2020. At that time, City staff had notified the five (5) pipe lining contractors on the list that the Fairfield-Suisun Sewer District (FSSD) staff had supplied. FSSD annually contracts out sewer pipe lining projects. The Project includes installing CIPP lining in one of the three storm drain pipes, as well as performing video inspections (pre-construction and post construction) and cleaning of all three pipes, including root intrusion removal.

Time is of the essence because the Project is in coordination with FSSD's project to replace the District's storm drain pump that serves the City's storm drain pipe to be lined. The pipe lining would not be possible without removing the storm drain pump. As mentioned above, each of the three City storm drain pumps are served by three of the District's storm drain pumps. The other two storm drain pipes will be considered for lining at future dates when FSSD schedules for replacement their other two pumps.

On June 4, 2020, at 2:00 PM, three (3) proposals were received. Staff has evaluated the proposals and has determined that Lamassu Utility Services, Inc. is the best fit for Project. It should be noted that the one of the three submittals was determined to be non-responsive as it did not include the required proposal and Work Plan.

The three (3) cost proposals received for the Project are as follows:

<u>Company</u>	<u>Cost Proposal</u>
Engineer's Estimate	\$ 111,225.00
<b>Lamassu Utility Services, Inc.</b>	<b>\$ 81,736.13</b>
Michels Corporation	\$ 197,092.00
Christian Brothers Lining Company	\$63,200.00 (non-responsive)

Given that the construction budget is enough to cover the construction contract for this Project, staff recommends awarding the construction contract in the amount of \$81,736.13 to Lamassu Utility Services, Inc. for the Highway 12 Storm Drain Pipe Lining and CCTV Project and authorize the City Manager up to an additional \$18,263.87 for contingencies for a total construction budget of \$100,000.

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**RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2020-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Lamassu Utility Services, Inc. for the Highway 12 Storm Drain Pipe Lining and CCTV Inspection Project and Authorize up to an Additional \$18,263.87 for Contingencies.

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**ATTACHMENTS:**

1. Resolution No. 2020-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Lamassu Utility Services, Inc. for the Highway 12 Storm Drain Pipe Lining and CCTV Inspection Project and Authorize up to an Additional \$18,263.87 for Contingencies.
2. Project Location Map.

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION  
CONTRACT ON THE CITY’S BEHALF WITH LAMASSU UTILITY SERVICES, INC.  
FOR THE HIGHWAY 12 STORM DRAIN PIPE LINING AND CCTV INSPECTION  
PROJECT AND AUTHORIZE UP TO AN ADDITIONAL \$18,263.87 FOR  
CONTINGENCIES**

**WHEREAS**, on March 2019, one of the three storm drain pipes that cross under Highway 12 was discovered with a rusted hole, resulting in an underground void; and

**WHEREAS**, the three storm drain pipes are side by side and cross under Highway 12 between Marina Boulevard and Village Drive; and

**WHEREAS**, the necessary emergency repair was promptly performed by a contractor; and

**WHEREAS**, in order to prevent another costly emergency repair to the storm drain pipes, it is recommended that each of the three pipes be rehabilitated; and

**WHEREAS**, the most cost effective method is a trenchless method involving Cured-In-Place Pipe (CIPP) lining; and

**WHEREAS**, the Highway 12 Storm Drain Pipe Lining and CCTV Inspection project will be budgeted under Fund 190, Storm Drain & Flood Maintenance, in fiscal year 2020-21. Sufficient funds are being transferred from Measure S account (012-85190-1912) fund to Storm Drain & Flood Maintenance fund account (190-81012-6315) to cover this project. The project does not have any fiscal impact on the General Fund; and

**WHEREAS**, the Request for Proposals (RFP) and construction documents for the Project were published on May 14, 2020; and

**WHEREAS**, three (3) sealed proposals were received by the City on June 4, 2020, by 2:00 pm, and

**WHEREAS**, the proposals were evaluated by the City’s evaluation team, and it was discovered that one of the submittals did not include the required proposal/Work Plan and was therefore deemed non-responsive; and

**WHEREAS**, Lamassu Utility Services, Inc., was determined by the evaluation team to be the best fit for the Project; and

**WHEREAS**, Lamassu Utility Services, Inc. provided a cost proposal of \$81,736.13.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City authorizes the City Manager to enter into a construction contract on behalf of the City with Lamassu Utility Services, Inc. for the Highway 12 Storm Drain Pipe Lining and CCTV Inspection Project in the amount of \$81,736.13. The City Council further authorizes the City Manager to utilize an additional \$18,263.87 to execute contract change orders, and also authorize staff time to administer the construction contract and perform construction inspections for a total construction budget of \$100,000, and to take any and all necessary and appropriate actions to implement this contract.

1 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City  
2 duly held on Tuesday, the 23rd day of June 2020, by the following vote:

3 **AYES:** Councilmembers: \_\_\_\_\_

4 **NOES:** Councilmembers: \_\_\_\_\_

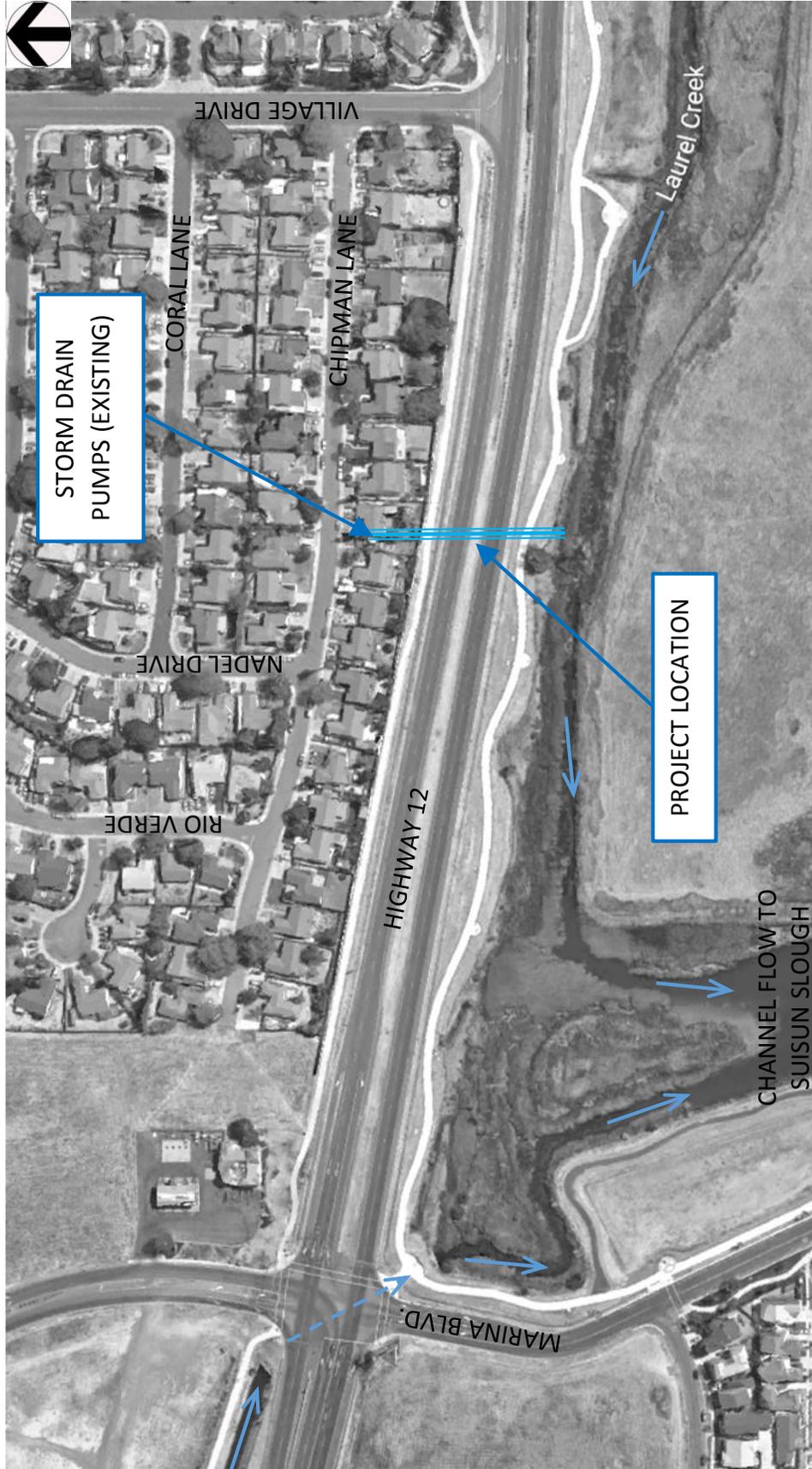
5 **ABSENT:** Councilmembers: \_\_\_\_\_

6 **ABSTAIN:** Councilmembers: \_\_\_\_\_

7  
8 **WITNESS** my hand and the seal of the City of Suisun City this 23rd day of June 2020.

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10 \_\_\_\_\_  
11 Linda Hobson, CMC  
12 City Clerk  
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**LOCATION MAP**  
Highway 12 Storm Drain Pipe Lining and CCTV Inspection Project



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## AGENDA TRANSMITTAL

**MEETING DATE:** June 23, 2020

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2020-\_\_ : Authorizing the City Manager to Execute a Professional Services Agreement Extension on the City's Behalf with Athens Administrators for Workers' Compensation Claims Administration Services.

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**FISCAL IMPACT:** The initial three-year contract extension would be for \$26,723 in FY 2020-21, \$27,671 in FY 2021-22, and \$28,654 in FY 2022-23. There would be an annual \$2,500 administration fee. The City's current agreement with Athens is for \$25,819, with an administration fee of \$2,500. These funds are included in the FY 2020-21 Proposed Budget.

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**STRATEGIC PLAN IMPACT:** Provide Good Governance and Ensure Fiscal Solvency.

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**BACKGROUND:** The City retains the services of a professional claims administrator to oversee the City's Workers' Compensation claims. The firm is responsible for ensuring full compliance with all aspects of the complex California Workers' Compensation law, and for providing consistent and high-quality service for all City employees who are injured on duty.

In 2007, the City entered into a claims administration agreement with Claims Management Incorporated (CMI). CMI was later subsumed by York Risk Services, which continued to provide claims administration services for the City. In 2015, the City concluded a competitive bidding process and selected Athens Administrators to provide claims administration services.

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**STAFF REPORT:** In 2015, the City entered into a three-year contract with Athens Administrators, which was extended in 2018 for another two years. Prior contracts included a 3.5% annual increase in the annual Administrator Service Fees, which would continue in the proposed extension.

Because the City identified a potential interest in exploring membership in a Workers' Compensation Risk Pool to reduce City exposure to claims costs, Athens agreed to shorten to 120 days the contract termination notice period for either party set at 180 days in prior contracts.

The City has been satisfied with the performance of Athens in coordinating appropriate and timely care for injured employees, and managing costs in this extremely expensive arena.

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**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2020-\_\_ : Authorizing the City Manager to Execute a Professional Services Agreement Extension on the City's Behalf with Athens Administrators for Workers' Compensation Claims Administration Services.

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

Scott Corey, Sr. Management Analyst  
Greg Folsom, City Manager

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**ATTACHMENTS:**

1. Resolution No. 2020-\_\_: Authorizing the City Manager to Execute a Professional Services Agreement Extension on the City's Behalf with Athens Administrators for Workers' Compensation Claims Administration Services.
2. Workers Compensation Service Agreement with Athens Administrators dated July 1, 2015.
3. Amendment Number One to Workers Compensation Service Agreement dated July 1, 2018.

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT EXTENSION ON THE CITY’S BEHALF WITH  
ATHENS ADMINISTRATORS FOR WORKERS’ COMPENSATION CLAIMS  
ADMINISTRATION SERVICES**

**WHEREAS**, the City conducted a competitive bidding process in 2015 with qualified firms to provide contract Workers’ Compensation claims administration services resulting in the selection of Athens Administrators; and

**WHEREAS**, the City entered into a contract for services in 2015 with Athens Administrators to provide, through its designated claims supervisors, claims examiners and supporting staff, a full range of services required to fully comply with California Workers’ Compensation law as administered by the California Workers’ Compensation Appeals Board.; and

**WHEREAS**, the City extended said contract in 2018 for two additional years, as provided in the 2015 agreement; and

**WHEREAS**, Athens Administrators has continued to provide satisfactory, high-quality services with a reasonable 3.5% increase in annual Administrator Service Fees consistent from its first contract with the City.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City authorizes the City Manager to execute a Professional Services Agreement Extension (attached hereto as Exhibit A) on behalf of the City with Athens Administrators for Workers’ Compensation claims administration services for a period of three years in the amount of \$26,723 for FY 20-21, \$27,671 for FY 21-22, and \$28,654 for FY 22-23. The contract will include an annual \$2,500 administration fee, and options to renew for additional periods.

**PASSED AND ADOPTED** by a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 23rd of June 2020, by the following vote:

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

**WITNESS** my hand and the seal of the City of Suisun City this 23rd day of June 2020.

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

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## WORKERS' COMPENSATION SERVICE AGREEMENT

This Agreement is entered into by and between **City of Suisun City** ("Employer") and **Athens Administrators** ("Administrator") this 1st day of July 1, 2015.

### RECITALS

WHEREAS, Administrator provides claims administration services to California employers subject to the California Workers' Compensation Laws; and

WHEREAS, Employer desires to purchase Claims Administration Services from Administrator;

NOW THEREFORE, it is agreed:

This Agreement is between the Employer and the Administrator to provide third party workers' compensation claim administration services for Employer in the State of California, subject to the terms stated below:

### I. TERM AND TERMINATION

#### **1.01** Term:

The term of this agreement shall consist of three years with an option to renew for additional two year periods.

#### **1.02** Termination:

- a. Either party may terminate this Agreement, with or without cause and without penalty, upon one hundred and eighty (180) days prior written notice.
- b. Upon termination of this Agreement for any reason, a final accounting agreeable to both parties will be made of fees payable to Administrator and a final accounting of any funds belonging to Employer then in the possession of Administrator, and any balance due either party will be promptly paid over to the party entitled thereto.
- c. All claim files, records, reports and other material pertaining to the employee claims subject to this Agreement shall be the property of Employer and shall be made available promptly to Employer upon termination of this Agreement.
- d. Upon the effective date of any termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease except with respect to rights and obligations, which have accrued or expressly survive termination.
- e. In the event Employer terminates this contract but desires Administrator to handle the remaining claims to a conclusion, a service charge will be agreed upon between the parties for Administrator's handling of these claims. Employer agrees to provide Administrator with funds sufficient to pay all benefits and Allocated Loss Expenses on these remaining claims.



**II. SERVICE FEES**

2.01. Employer agrees to pay to Administrator Service Fees as follows:

Contract Period	Total Annual
July 1, 2015 through June 30, 2016	\$22,500
July 1, 2016 through June 30, 2017	\$23,288
July 1, 2017 through June 30, 2018	\$24,103

Employer's fixed annual fee will be paid in twelve equal installments and will be due and payable at the end of each month during the period this Agreement is in force.

2.02. Employer agrees to pay to Bill Review Service Fees as follows:

Standard Medical Bill Review Fee Schedule Reductions	\$8.50 Per Bill
Hospital In Patient and Outpatient Fee Schedule Reductions	\$700 Per Bill
PPO Network Discounts	22% of Savings
Duplicate Bills and Line Items	No Charge

Administration fees are due and payable at the end of each month during the period this Agreement is in force.

2.03. Employer agrees to pay an Annual Administration Fee of \$2,500. This fee will be billed in full in the first installment.

2.04. Employer agrees to pay a fee of 15% of all subrogation recoveries. This fee will be paid directly from the individual claim file as an allocated expense.

2.05. Employer agrees to pay a fee of \$40 per claim for predictive modeling. This fee will be paid off of the individual claim file as an allocated expense.

2.06. Employer shall pay Administrator at a rate of \$125 per hour for custom report generation. Administrator will notify the client prior to commencing work on any project that shall be subject to this charge.

**III. ADMINISTRATOR DUTIES AND SERVICES**

3.01 Administrator agrees to meet on a regular basis with Employer to:

- a. Develop procedures, forms, instructions, schedules and other materials related to claim management, including a procedure manual for Employer's use, within thirty (30) days of the effective date of this Agreement and update such materials as needed.
- b. Provide claim reporting kits including, but not limited to, claim and accident report forms, required notices, and procedural instructions, for distribution by Employer to Employer's staff on or before the effective date of this Agreement, and as needed thereafter.
- c. Provide group education for Employer's management personnel regarding claim management as requested.



- d. Assist Employer's personnel in the development of directives, notices, and other program communication to employees as requested.
- e. Provide all forms and supplies necessary for the efficient operation of the Workers' Compensation insurance program, including customized benefit checks bearing Employer's name and logo, and to prepare all legally required forms and documents including but not limited to, 1099 reports to the I.R.S. and any and all other documents and reports now or in the future required by the state or federal government or any other agency associated with Employer's Workers' Compensation program.

**3.02.** Administrator agrees to administer all claims as follows:

- a. Establish and maintain a claim file, with a diary date not to exceed thirty (30) days, on each active claim upon which indemnity benefits are being paid; A diary system not to exceed sixty (60) days on all other open, active Indemnity claims; and a supervisory review diary not to exceed one-hundred-twenty (120) days, or more often when needed.
- b. Manage timely receipt of all pertinent claim information from Employer providers and other sources.
- c. Determine, on behalf of Employer for each reported employee injury or illness, those benefits, if any that should be paid or rendered under the California Workers' Compensation Laws. Such determination shall include an estimate of future claim payment. Retain outside services with prior approval of Employer, for the investigation and management of the claims. Outside services include but are not limited to:
  - AOE/COE Investigators
  - Activities Check/Sub-rosa Investigator;
  - Medical Case Management and Rehabilitation Nurses/Consultants
  - Subrogation Investigators and Experts
- d. Exhibit in each Indemnity claim file good faith efforts to contact all injured workers by telephone within at least twenty-four hours of receipt of claim, and in no event any later than forty-eight hours of receipt of claim, excluding weekends and holidays. Establish phone contact with appropriate Employer department for initial discussion of claims, as needed, within three (3) working days of receipt of claim.
- e. Initiate investigations, subject to approval by Employer, to determine compensability of reported and actual claim status. Employer shall have prior approval of the selection of any investigator used to investigate Employer's claims of industrial injury or illness. Take necessary statements and investigate facts of the case within thirty (30) days receipt of claim, when warranted.
- f. Prepare documentation of cases for litigation and continue to monitor legal counsel representing Employer in legal action(s) and assist counsel as necessary in preparation of litigation. Employer shall select and approve counsel prior to each referral. In addition, Administrator shall promptly provide Employer with copies of all correspondence generated on those claim files which are litigated and shall immediately notify Employer in writing and



shall keep Employer closely informed on those claims involving allegations of Serious and Willful Misconduct or alleged violation(s) of California Labor Code Section 132(a). At time of case referral to defense counsel administrator shall prepare a letter of direction to defense counsel outlining work to be done, by whom, and in what time frame. All assignments, instructions and communication with defense counsel must be documented in the claim file and computer note pads. Administrator shall manage defense counsel on an ongoing basis and obtain status reports from defense counsel every sixty (60) days. Administrator shall actively manage litigated files and not perform functions and shall not require defense counsel to perform activities which can be accomplished effectively by claims staff. Examples of required examiner activity on litigated files include by are not limited to:

- Scheduling medical appointments
- Writing cover letters to doctors
- Subpoenaing medical records
- Answering applications
- Filing and serving requisite documents

Administrator shall obtain defense counsels' written evaluation within sixty (60) days of submission, including evaluation of liability, verdict potential, settlement value, and case strategy.

- g. Disburse payment on behalf of Employer out of the bank trust account funded by Employer, all "Allocated Loss Expenses", which is defined to include all costs incurred on behalf of Employer specifically related to an individual claim, including but not limited to, attorneys, independent adjusters or investigators, expert witnesses, copying records or transcripts, court costs or Appeals Board fees or other costs deemed proper and necessary to represent Employer.
- h. Examine on behalf of Employer all reports of industrial injury or illness relating to Employer's employees or former employees and reported to Administrator and to conduct investigations on such cases by Administrator's salaried employees as in Administrator's judgment is deemed necessary.
- i. Pay compensation, medical expense, "Allocated Loss Expense", and all other benefits as prescribed by law out of funds provided by Employer. Payments made by Administrator without Employer approval, where approval is required elsewhere in this Agreement, shall be the responsibility of the Administrator.
- j. Maintain a claim file on each reported claim which shall be available to Employer at all times for inspection and to conduct, at a time and frequency to be determined by Employer, claim file reviews with Employer at either Employer's or Administrator's offices.
- k. Index Bureau System. On the Employer's behalf, Athens shall subscribe and report to the Index Bureau System related to each claim. The costs of such reports will be allocated to each individual claim file.
- l. Create, reserve and enter required claim data into Administrator's computer system within five (5) working days of receipt of notice of claim from Employer. Enter all payments, reserved revisions, and file closings into the information system within three (3) working days.



- m. Review employer's medical bills and other medical charges and treatment relating to Employer's claims of industrial injury or illness, for causal relationship to all claims of injuries/illness, and reasonableness of treatment prior to payment. Solicit all medical bills, medical reports and records, and documentation of alleged wage loss prior to settlement negotiations.
- n. Make all disability payments and send all notices in a timely manner, abiding by all applicable provisions of the California Labor Code and California Workers' Compensation Laws, Rules and Regulations.
- o. Make payments of bills within thirty (30) days of receipt, and assure timely review and payment of all medical bills in accordance with statutory deadlines and requirements.
- p. Acknowledge to Employer all claims reported to Administrator within three (3) working days of receipt of the notice of claim and to notify Employer and injured workers within five (5) working days of the notice of claim to Employer, whether the claim has been accepted, delayed for further investigation, or denied.
- q. Convert all Medical Only Claims to Indemnity Claims status when the paid amount reaches two-thousand-five-hundred (\$2,500) dollars or when the claim remains open in excess of one (1) year.
- r. Recognize and where appropriate investigate all subrogation and/or contribution possibilities, preserving evidence and utilizing appropriate investigators and experts, as needed, after first obtaining Employers permission to engage such investigators/experts. As respects subrogation and contribution cases, any compromise settlements or lien reductions will be discussed with the Employer.
- s. Administrator may receive compensation in connection with outsourced services, either by retaining a portion of expenses charged to the Account, or by receiving fees from preferred providers. The amount that Administrator receives will vary depending upon the preferred provider, and may be calculated based on percentage of savings, percentage of revenue to the provider or Administrators mark-up of provider fees. The amounts retained or received by Administrator in connection with outsourced services are in addition to the basic fees, reimbursable expenses, additional service fees, and the taxes paid to Athens by Company.
- t. MSA Allocations/SCHIP Reporting -- Athens has contracted with third party Gould & Lamb, LLP for Medicare Set Aside allocations and State Children Health insurance Program ("SCHIP") reporting efforts. Athens may exclusively utilize the services of Gould and Lamb, LLP for MSA allocations and SCHIP reporting requirements unless otherwise requested in writing by Employer.

**3.03 Administrator agrees to monitor relevancy of medical treatment by the following:**

- a. Maintain continual contact with medical practitioners in order to monitor claimant treatment process and a timely return to work. Administrator shall make a good faith effort to establish contact with attending physician within twenty-four (24) hours of receipt of injury report and shall make contact with attending physician's office within forty-eight (48) hours of receipt of



injury report and shall document such contact in the claim file.

- b. Review and discuss Vocational Rehabilitation Program(s) with Employer prior to its initiation for an individual claimant.
- c. Monitor individual vocational rehabilitation programs to determine appropriateness and progress.

**3.04.** Administrator agrees to the following record keeping and reporting requirements:

- a. Provide Employer with monthly reports consisting of:
  - (1) Check Registers including all claim disbursements made on behalf of Employer.
  - (2) Computerized loss reports in an acceptable format as mutually agreed upon at the effective date of this Agreement, showing descriptive data, details of each month's payments, total payments, reserves and total experience and incurred loss values for each claim.
  - (3) Any and all other reports as required by Employer.
- b. Provide oral claims reports on demand, special specific-focus loss run reports within twenty-four (24) hours and larger or major computer analysis reports within seven (7) working days, excluding weekends and holidays. It is further agreed and understood that should Employer require that Administrator prepare for Employer special reports, which require additional programming costs there may be an additional charge for said reports.
- c. Maintain all records and statistical data on each employee claim of injury or illness, including, but not limited to, a record of each denial, delay, litigated claim and loss, which records and data shall be available upon request by Employer. Employer, at Employer's discretion, may audit all records maintained by Administrator including, but not limited to, all payments made on behalf of Employer. Such audit may incorporate random sampling or other audit procedures suitable to Employer.
- d. Prepare and submit Federal Information Return (Form 1099) by statutory deadline for applicable payments made by Administrator on Employer's behalf, during the term of this Agreement and as specified under Section 1.02. (e) of this Agreement.
- e. Prepare all other reports as necessary to remain in compliance with all Workers' Compensation Laws and other state and federal laws, rules and regulations.
- f. Provide report to Accounting Department of Employer of all payments when made and any other information necessary for Employer to adequately fund the bank trust account. All such payments shall be supported with check payment detail and monthly summary report showing all payees, payment amounts and dates of payment.
- g. Provide for Employer the ability to be on-line with Administrator's computer system. This system will provide Employer with all financial and statistical data relating to Employer's



workers' compensation claims, together with narrative topical "notepad" reports, on each individual claim. This system will also include electronic mail service between Administrator and Employer; the ability to electronically transmit 5020's (Employer's First Report of Industrial Injury/Illness); OSHA Log generation; and complete report generation capabilities.

- h. Special reports, new reports and data feeds can also be requested. They are subject to a cost per quote at a rate per project or per hour once the scope has been agreed upon.

#### **IV. EMPLOYER'S DUTIES**

##### **4.01. Employer agrees to perform as follows:**

- a. Promptly report to Administrator as they shall occur and become known to Employer, the employee claims of occupational injury, disease, illness, or death.
- b. Promptly forward to Administrator all applications, notices of claims, notices of hearings or other legal notices pertaining to claims against Employer for occupational injury, disease, illness, or death, and all other correspondence or information received by Employer which is or could be relevant to the efficient and proper handling of any reported claim of industrial injury, disease, illness, or death.
- c. Provide Administrator with all necessary data required for Administrator to perform under this Agreement and cooperate fully with Administrator in the performance of this Agreement.
- d. Make available to Administrator funds for the payment of benefits or services to or for occupational injury, disease, illness, death, or vocational rehabilitation and medical treatment of employees of Employer, or their dependents in the event of death, and "Allocated Loss Expense". Administrator shall administer said funds in accordance with the terms of this Agreement as Trustee of Employer.
- e. Pay promptly to Administrator the service fees as prescribed and included in this Agreement. The Service Fees are not included in and do not include "Allocated Loss Expenses"

#### **V. ELECTRONIC CLAIM FILES, STORAGE, AND TRANSFER OF FILES**

##### **5.01 Files**

Administrator shall record and maintain an electronic file of all industrial injuries reported. Files may be maintained electronically, in hard copy, or in other media, at Administrator's discretion. Such files shall be made available to Employer or its designated representative for inspection upon request.

##### **5.02 Transfer of Electronic Files**

Administrator will provide Employer's files to Employer, or an entity designated by Employer, within 30 business days of the agreed upon transfer date of the files to the new Administrator. Employer will reimburse Administrator all reasonable costs incurred in returning the files to the Employer. The electronic files will be in the electronic form used by Administrator to provide the services to Employer under this Agreement. Employer may request that the files be provided in a different format or that the hard copies of the files be provided to it, provided that Employer pays Administrator for all costs associated with such request. Notwithstanding the foregoing,



Administrator will not be obligated to provide the files to Employer or an entity designated by Employer, unless Employer has paid Administrator for all amounts owed pursuant to the Agreement. Employer agrees to comply, and to require any recipient of the files designated by it to comply, with all applicable laws and regulations relating to the storage, transmission, use and confidentiality of the files and to hold Administrator harmless in relation thereto.

### **5.03 Copies of Files**

Administrator may, at its discretion keep a copy of Employer's files if it deems it necessary to comply with or defend itself in relation to any obligation or rights that it has under this Agreement, applicable laws or regulations.

## **VI. FINES, PENALTIES AND STANDARDS**

- 6.01.** All services as described in this Agreement shall be performed in accordance with all applicable laws, rules and regulations of any and all governmental authorities and applicable standards, and specifically performed in accordance with all applicable Workers' Compensation Laws of the State of California.
- 6.02.** Administrator and Employer acknowledge the obligations and penalties contained in the California Workers' Compensation Reform Act of 1989 that may be imposed on both employers and claim administrators and agree to the following:
  - a.** Penalties for errors or omissions caused by Employer's failure to act or timely report claims or issues to Administrator that create a delay in payment of benefits, incorrect payment of benefits, or administrative fine(s) or penalty(s) shall be the responsibility of Employer. Penalties for errors or omissions caused by Administrator's performance of services under this contract that create a delay in payment of benefits, incorrect payment of benefits, or administrative fine(s) or penalty(s) shall be the responsibility of Administrator.
  - b.** Administrator shall provide Employer with a quarterly accounting of penalties paid by Administrator on behalf of Employer including a description and detailed listing of each penalty payment and the specific claim file to which the penalty payment was charged. Penalties, which are computed by Administrator, shall be paid out of Employer's benefit account and Administrator shall then reimburse Employer quarterly for those penalties, which are the responsibility of Administrator under the terms and conditions of this Agreement, with pro-rated interest at the prevailing prime interest rate.
  - c.** Without limiting the provisions set forth in the above two paragraphs it is agreed that upon receipt by Administrator of a notice of claim from Employer, upon which indemnity benefits shall be paid or notice given promptly to the employee in order to avoid late payment or notice of benefit penalties, Administrator shall have ~~ten working days~~ (excluding weekends and holidays) from the date of receipt of the claim from Employer, to investigate and pay the temporary disability or send the required wage continuation notice, and that failure on the part of Administrator to do so within this time frame shall be the financial responsibility of Administrator for any fine imposed for late notice or payment of benefits. Any fines or penalties for late payment or notice of benefits on claims, which are received from Employer by Administrator on or, after the **ninth day** following the date Employer knew or should have known about the claim(s) shall be the responsibility of Employer.



- d. Administrator will be responsible for any fines or penalties associated with questionable or controverted claims which Administrator denies without first consulting and obtaining approval by Employer for denial of the claim(s) Administrator will not be responsible for any fines or penalties levied by the Division of Workers' Compensation or any other judicial or quasi-judicial organization for improper denial of a claim(s) if, over the written objections of Administrator, Administrator has denied said claim(s) at the express written direction of Employer.
- e. Any controversy between the parties to this Agreement involving the construction or application of the terms, provisions, or conditions of this Agreement relating to the payment of penalties or fines shall be submitted to arbitration upon the written request of one party, after service of that request upon the other party.
- f. Arbitration and controversies relating to the payment of penalties or fines under this Agreement shall comply with and be governed by the provisions of the California Arbitration Act, as set forth at sections 1280 et. seq. of the California Code of Civil Procedure.
- g. Failing informal efforts between the parties to this Agreement to resolve disputes regarding the payment of penalties or fines, each party shall appoint one person to hear and resolve the dispute. These arbitrators, one appointed by each party, shall be known for the purposes of this Agreement as "initial arbitrators". If the "initial arbitrators" are unable to agree on a resolution of the dispute they shall then choose a third independent and impartial arbitrator whose decision shall be final and conclusive on both parties.
- h. If a dispute or arbitration under this Agreement is pending at a time when payment of the disputed penalty(s) or fine(s) is either statutorily mandated or when failure to effect payment will result in an increase in the fine or penalty, or an additional fine or penalty, each party shall bear liability for one-half of the penalty(s) or fine(s) in dispute until such time as the arbitration is concluded and liability for payment of the fine or penalty is finally determined. Once determined, the party adjudged to be liable for the penalty(s) or fine(s) shall reimburse the non-labile party for any portion of the penalty(s) or fine(s) the non-labile party may have paid during the pendency of the arbitration.

**6.03 Excess Coverage or Other Insurance:** Administrator, as a part of the regular claims administration process, shall comply with the reporting provisions, guidelines, and requirements imposed by the Employer's Excess Workers' Compensation Insurance Carrier(s) and other carriers that may be involved in the administration of the Employer's Workers' Compensation Program. However, Employer as policyholder shall continue to be liable for all the duties, requirements, obligations, and penalties imposed by Employer's Carrier(s).

## **VII. MATERIAL CHANGE**

**7.01.** In the event of material change to Employer's operations, Section II, "Service Fees", to this Agreement shall be subject to renegotiation. "Material Change" shall be defined as the acquisition, merger, or divestiture by Employer of or with another company or business entity, the creation of new business operations not directly related to Employer's current California operations, or the elimination of business operations within the State of California, which could result in a materially significant increase or decrease in employee population and workers' compensation claims filed in the State of California.



**VIII. DEFINITION OF "MEDICAL ONLY" AND "INDEMNITY" CLAIM**

**8.01.** The definition of an "Indemnity Claim" shall be:

a. Any alleged work-related claim for which any of the following is claimed:

- (1) Temporary Disability
- (2) Permanent Disability
- (3) Vocational Rehabilitation
- (4) Life Pension
- (5) Death

**8.02.** The definition of a "Medical Only" claim shall be:

a. Any alleged work-related injury or illness for which medical treatment is sought, the claimant is not hospitalized, temporary disability does not exceed the waiting period as defined by the Workers' Compensation Laws of California, and no other Indemnity benefits are claimed.

**IX. GENERAL PROVISIONS**

**9.01.** Neither party shall assign this Agreement or any part hereof without the written consent of the other party.

**9.02.** Each party agrees to indemnify, defend, and hold harmless the other against all actions, claims or demands, and against all costs, expenses and attorneys' fees, arising directly or indirectly out of an actual or alleged injury to a person or to property as an actual or alleged result of an act or omission of the party or any of its shareholders, directors, officers, employees, or agents and each party's obligation to so indemnify, defend and hold harmless the other shall survive the expiration or earlier termination of this Agreement.

**9.03.** All notices or other communications under this Agreement shall be sent to the parties at the addresses set forth below:

Employer:

**City of Suisun City**  
701 Civic Center Blvd.  
Suisun City, CA 94585  
Attn: Scott Corey, Management Analyst

Administrator

**Athens Administrators**  
P.O. Box 696  
Concord, CA 94522  
Attn: James R. Jenkins, President

**9.04.** In the event either party hereto shall institute formal legal action, the prevailing party shall be entitled to its reasonable attorneys' fees.

**9.05.** This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, signed by the parties and attached hereto.

**9.06.** Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, and signed by the parties hereto.



9.07. This Agreement shall be governed by California law and any action arising out of it shall be instituted and prosecuted only in the municipal or superior court of Contra Costa County, State of California.

9.08. This Agreement instrument constitutes the entire agreement between the parties. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF: The Parties have hereto caused this Agreement to be executed by their duly authorized representatives as of the day and year stated.

EMPLOYER

[Handwritten Signature]  
Signature

City Manager  
Title

5-27-15  
Dated

ATHENS ADMINISTRATORS

[Handwritten Signature]  
Signature

President  
Title

6.1.15  
Dated

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**AMENDMENT NUMBER ONE**  
**TO THE WORKERS' COMPENSATION SERVICE AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF SUISUN CITY**  
**AND**  
**ATHENS ADMINISTRATORS**

This Amendment Number One, effective as of July 1, 2018, supplements and amends the terms of Workers' Compensation Agreement dated July 1, 2015 ("Amendment"), which was entered into by the City of Suisun City ("Employer") and Athens Administrators ("Administrator").

- 1. Modify "Workers' Compensation Service Agreement", Section Part 1, Part 1.01 to read as follows:

The term of this agreement shall be for a period of two years from the date of inception commencing at 12:01 A.M. on 7/1/2018 and ending on 11:59 P.M. on 6/30/2020 with an option to renew for additional yearly periods.

- 2. Modify "Workers' Compensation Service Agreement, Section II, Parts 2.01

Term	Annual Program Charge
July 1, 2018 – June 30, 2019	\$24,946
July 1, 2019 – June 30, 2020	\$25,819

All other terms and conditions of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment Number One.

City of Suisun

Signature: Tim Matto

Name: TIM Matto

Title: Interim City Manager

Date: 8/14/18

Athens Administrators

Signature: Jodi Ellington

Name: Jodi Ellington

Title: Chief Financial Officer

Date: 8/15/18

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## AGENDA TRANSMITTAL

**MEETING DATE:** June 23, 2020

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2020-\_\_\_: A Resolution of the City Council of the City of Suisun City Ratifying the Director of Emergency Services' Local Emergency Directive to Allow Limited Encroachment on Sidewalks, Streets, and Parking Lots for Outdoor Dining and Retail Activities

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**FISCAL IMPACT:** There is a small fiscal impact due to the waiver of fees normally associated with a sidewalk café permit.

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**STRATEGIC PLAN IMPACT:** Provide Good Governance; Develop Sustainable Economy; Ensure Fiscal Solvency.

---

**BACKGROUND/STAFF REPORT:** The COVID-19 pandemic continues to be an ever-changing situation requiring modifications to normal city operations. On March 16, 2020, the Director of Emergency Services declared a state of local emergency based on the threat to the health and safety of residents of Suisun City from COVID-19. This declaration was ratified by City Council under Resolution No. 2020-40 on March 17, 2020 pursuant to Chapter 2.32 of the Suisun City Municipal Code.

The Suisun City Economic Pandemic Impact Citizen Advisory Committee met on June 15, 2020 and collectively expressed support to loosen outdoor commercial activities during the health order. The Suisun City Municipal Code has a section of the zoning code Section 18.64 "Sidewalk Cafes" which provides provisions relative to outdoor commercial activities. To be more flexible and allow businesses with challenging social distancing requirements to continue to operate, it has been determined that allowing outdoor use of sidewalks, streets, and parking spaces would help to offset the loss (or limitation) of use of interior spaces for the same activities. Similar approaches have been taken by several California cities.

Per Resolution 2020-40 the Director of Emergency Services has the authority to issue directives deemed necessary for public health and safety. Pursuant to Section 2.32070(A) of the Suisun city Municipal Code, the Director of Emergency Services issued a new order with the following directives on June 19, 2020, effective immediately:

1. Effective immediately, and for the duration of the local emergency, or for as long as COVID-19 *Industry Guidance: Dine-In Restaurants* and *COVID-19 Industry Guidance: Retail* apply, whichever ends first, temporary encroachment permits for outdoor dining and retail activities may be obtained by existing restaurants and retail businesses.
2. Restaurants and retail businesses wishing to temporarily expand their dining and retail areas pursuant to Section 1, above, shall be required to obtain temporary encroachment permits. Permit fees shall be waived.

---

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

John Kearns, Senior Planner  
Greg Folsom, City Manager

3. Effective immediately, and for the duration of this directive, enforcement of the following provisions of the Suisun City Municipal Code (SCMC) shall be modified as follows:
  - a. A temporary encroachment permit application pursuant to this directive shall comply with the requirements of Section 18.64.030, except that the application shall require one set of proposed plans, not two.
  - b. Section 18.64.020 (Applicability) of Chapter 18.64 (Sidewalk Cafés) currently provides in relevant part that a "sidewalk café area must be located adjacent to the restaurant and may be located along a street, within a pedestrian mall or plaza, or alley." Sidewalk cafés shall be additionally permitted in all City-designated outdoor spaces, which may include sidewalks, streets, and parking lots, provided the use can be accommodated without undue interference with pedestrian and vehicular traffic.
  - c. Enforcement of parking ratios for existing retail or restaurant businesses, as provided in Table 18.42.02 of the SCMC, is suspended.
  - d. Perimeter barriers, as required by Section 18.64.050, shall not be required for temporary encroachments on sidewalks, but shall be required for temporary encroachments on parking lots and streets.
  - e. Section 18.64.060(G), allowing restaurant furnishings to be left outside overnight shall not apply to temporary encroachment permits issued pursuant to this directive; all restaurants and retail businesses that obtain a temporary encroachment permit must bring all their furnishings inside every evening after closing.
4. The temporary encroachment permits issued pursuant to this directive shall expire upon the earlier of the lifting of the Industry Guidelines or the local state of emergency, unless revoked sooner. Upon expiration or revocation of its temporary encroachment permit, the establishment shall immediately comply with all applicable municipal code provisions.
5. A temporary encroachment permit issued under this directive may be revoked by the City for failure to comply with all applicable SCMC provisions, or for noncompliance with this directive.
6. Notwithstanding anything to the contrary, this directive may be rescinded or amended by the Director of Emergency Services or by the City Council for any reason prior to the lifting of the local state of emergency or of the Industry Standards.
7. I hereby reserve the right to issue additional directives as needed.

Pursuant to Section 2.32.070(A), this directive must be ratified by the City Council within the earliest practicable time. Staff will be implementing the necessary procedures to ensure the above directives are adhered to.

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**RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2020-\_\_\_: A Resolution of the City Council of the City of Suisun City Ratifying the Director of Emergency Services' Local Emergency Directive to Allow Limited Encroachment on Sidewalks, Streets, and Parking Lots for Outdoor Dining and Retail Activities.

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**ATTACHMENTS:**

1. Resolution No. 2020-\_\_\_: A Resolution of the City Council of the City of Suisun City Ratifying the Director of Emergency Services' Local Emergency Directive to Allow Limited Encroachment on Sidewalks, Streets, and Parking Lots for Outdoor Dining and Retail Activities.
2. Director of Emergency Services' Local Emergency Directive.

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**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUISUN CITY RATIFYING THE DIRECTOR  
OF EMERGENCY SERVICES' LOCAL EMERGENCY  
DIRECTIVE TO ALLOW LIMITED  
ENCROACHMENT ON SIDEWALKS, STREETS, AND  
PARKING LOTS FOR OUTDOOR DINING AND  
RETAIL ACTIVITIES**

**WHEREAS**, in December, 2019, an outbreak of illness due to a novel coronavirus (a disease now known as COVID-19) was first identified in Wuhan City, Hubei Province, China; and

**WHEREAS**, on March 3, 2020, Governor Newsom declared the existence of a state of emergency for the State of California; and,

**WHEREAS**, on March 11, 2020, the Director-General for the World Health Organization declared that COVID-19 can be characterized as a “pandemic”; and

**WHEREAS**, on March 13, 2020, the President of the United States declared that the outbreak of COVID-19 in the United States constitutes a national emergency; and

**WHEREAS**, on March 16, 2020, the City’s Director of Emergency Services declared a local emergency pursuant to Chapter 2.32 of the Suisun City Municipal Code, finding that that conditions of extreme peril to the safety of persons and property have arisen within the City of Suisun City and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Suisun City; and,

**WHEREAS**, on March 17, 2020, the City Council of the City of Suisun City adopted Resolution No. 2020-40, ratifying the Director of Emergency Services’ declaration of local emergency; and

**WHEREAS**, based on the public health threat caused by COVID-19, the City’s businesses have been shut down (except in some limited capacity) for almost three months. As a result, businesses have lost a great deal of revenue. The economic devastation affects the City’s health, safety, and welfare.

**WHEREAS**, the County of Solano is now allowing certain businesses to reopen with certain restrictions. The guidelines for these businesses are provided by Cal-OSHA/CDPH’s COVID-19 *Industry Guidance: Dine-In Restaurants* (found here: <https://covid19.ca.gov/pdf/guidance-dine-in-restaurants.pdf>), and *COVID-19 Industry Guidance: Retail* (found here: <https://covid19.ca.gov/pdf/guidance-retail.pdf>) (collectively, *Industry Guidance*); and

**WHEREAS**, on June 19, 2020, the Director of Emergency Services issued additional directives under his authority pursuant to Section 2.32.070(A) of the Suisun City Municipal Code to temporarily allow encroachment onto sidewalks, streets, and parking lots for retail activities and for outdoor dining for existing restaurants; and

**WHEREAS**, the Mayor and City Council of the City of Suisun City find that the social distancing limitations restrict the number of customers that can be served by restaurants and retail businesses. In order to allow these businesses to serve more customers and increase

1 revenue at a time when economic recovery is critically important, expansion of retail and  
2 dining areas into sidewalks, streets, and parking areas is desirable, as this can provide  
3 additional space where customers can be served in compliance with the *Industry Guidance*;  
4 and

5 **WHEREAS**, after consideration of all facts reasonably available presently for review  
6 and all items, the City Council now desires to ratify the Director of Emergency Services' June  
7 18, 2020 directive allowing temporary encroachment permits for existing restaurants and  
8 retail businesses to allow outside retail activities and dining on sidewalks, streets, and parking  
9 lots.

10 **NOW, THEREFORE**, the City Council of the City of Suisun City does resolve and  
11 order as follows:

12 1. The above recitals are true and correct and are incorporated herein by  
13 reference.

14 2. The Director of Emergency Services has the authority to issue directives as  
15 deemed necessary for the protection of the public health during the existence of the local  
16 emergency.

17 3. Effective immediately, and for the duration of the local emergency, or for as  
18 long as Cal-OSHA/CDPH's *COVID-19 Industry Guidance: Dine-In Restaurants* and *COVID-19 Industry Guidance: Retail* apply, whichever ends first, temporary encroachment permits for outdoor dining and retail activities may be obtained by existing restaurants.

19 4. Restaurants and retail businesses wishing to temporarily expand their dining  
20 areas pursuant to Section 1, above, shall be required to obtain temporary encroachment  
21 permits. Permit fees shall be waived.

22 6. Effective immediately, and while this resolution is in effect, enforcement of the  
23 following provisions of the Suisun City Municipal Code (SCMC) shall be modified as  
24 follows:

25 a. A temporary encroachment permit application pursuant to this resolution shall  
26 comply with the requirements of Section 18.64.030, except that the application shall require  
27 one set of proposed plans, not two.

28 b. Section 18.64.020 (Applicability) of Chapter 18.64 (Sidewalk Cafés) currently  
provides in relevant part that a "sidewalk café area must be located adjacent to the restaurant  
and may be located along a street, within a pedestrian mall or plaza, or alley." Sidewalk cafés  
shall be additionally permitted in all City-designated outdoor spaces, which may include  
sidewalks, streets, and parking lots, provided the use can be accommodated without undue  
interference with pedestrian and vehicular traffic.

c. Enforcement of parking ratios for existing retail or restaurant businesses, as  
provided in Table 18.42.02 of the SCMC, is temporarily suspended.

d. Perimeter barriers, as required by Section 18.64.050, shall not be required for  
temporary encroachments on sidewalks, but shall be required for temporary encroachments on  
parking lots and streets.

e. Section 18.64.060(G), allowing restaurant furnishings to be left outside  
overnight shall not apply to temporary encroachment permits issued pursuant to this

1 resolution. All retail businesses and restaurants that obtain a temporary encroachment permit  
2 must bring all their furnishings inside every evening after closing.

3 7. The temporary encroachment permits issued pursuant to this resolution shall  
4 expire upon the sooner of the lifting of the *Industry Guidelines* or the local state of  
5 emergency, unless revoked sooner. Upon expiration or revocation of its temporary  
6 encroachment permit, the establishment shall immediately comply with all applicable  
7 municipal code provisions.

8 8. A temporary encroachment permit issued under this resolution may be revoked  
9 by the City for failure to comply with all applicable SCMC provisions, or for noncompliance  
10 with this resolution.

11 9. Notwithstanding anything to the contrary, this resolution may be rescinded or  
12 amended by the City Council for any reason prior to the lifting of the local state of emergency  
13 or of the *Industry Standards*.

14 10. Violation of or failure to comply with this resolution, any directives of the  
15 Director of Emergency Services, or the Solano County Shelter at Home health order is a  
16 misdemeanor punishable by fine, imprisonment, or both (Health and Safety Code § 120275, et  
17 seq.; Penal Code §§ 69,148(a)(1).)

18 11. During the existence of the local emergency, the Director of Emergency  
19 Services has the authority to issue additional directives as needed to address the effects of  
20 COVID 19.

21 12. This Resolution shall take effect immediately. This Resolution and its contents  
22 will be published and promulgated in as widespread a manner as is reasonable feasible under  
23 the conditions prevailing during this local emergency.

24 [Remainder of page intentionally left blank]  
25  
26  
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1 The foregoing resolution was adopted by the City Council of the City of Suisun City at a  
2 special meeting thereof held on the 23<sup>rd</sup> day of June, 2020.

3 **AYES:** Councilmembers: \_\_\_\_\_  
4 **NOES:** Councilmembers: \_\_\_\_\_  
5 **ABSENT:** Councilmembers: \_\_\_\_\_  
6 **ABSTAIN:** Councilmembers: \_\_\_\_\_

\_\_\_\_\_  
Lori D. Wilson, Mayor

7 ATTEST:

8  
9 Donna Pock, CMC, Deputy City Clerk

10  
11 APPROVED AS TO FORM:

12  
13 By: \_\_\_\_\_  
14 Anthony R. Taylor, City Attorney  
15 Aleshire & Wynder, LLP

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CITY COUNCIL

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



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

June 19, 2020

### **LOCAL EMERGENCY DIRECTIVE TO ALLOW LIMITED ENCROACHMENT ON SIDEWALKS, STREETS, AND PARKING LOTS FOR OUTDOOR DINING AND RETAIL ACTIVITIES**

On March 16, 2020, in my capacity as Director of Emergency Services and pursuant to the authority vested in that position by Chapter 2.32 of the Suisun City Municipal Code, I declared a state of local emergency related to the rapidly evolving public health threat caused by Coronavirus (COVID-19). That declaration was ratified on March 17, 2020 by City Council Resolution No. 2020-40.

As provided by the declaration of local emergency, and by Resolution No. 2020-40, as Director of Emergency Services I have the authority to issue directives as deemed necessary for the protection of the public health.

Based on the public health threat caused by COVID-19, the City's businesses were shut down (except in some limited capacity) for almost three months. As a result, businesses have lost a great deal of revenue. The economic devastation affects the City's health, safety, and welfare. In the recent weeks, the County of Solano has moved towards allowing certain businesses to reopen with certain conditions, including restaurants and retail businesses. The guidelines for these businesses are provided by Cal-OSHA/CDPH's *COVID-19 Industry Guidance: Dine-In Restaurants* (found here: <https://covid19.ca.gov/pdf/guidance-dine-in-restaurants.pdf>), and *COVID-19 Industry Guidance: Retail* (found here: <https://covid19.ca.gov/pdf/guidance-retail.pdf>) (collectively, *Industry Guidance*). Among other things, *Industry Guidance* requires that restaurants and retail businesses maintain social distancing between patrons, and that restaurants prioritize outdoor seating.

The above limitations restrict how many customers can be served. In order to allow restaurants and retail businesses to serve more customers and increase their revenue at a time when economic recovery is critically important, expansion of dining areas and shopping areas into sidewalks, streets, and parking areas is desirable as this can provide additional space where customers can be served in compliance with the *Industry Guidance* and other applicable orders to protect the health and safety.

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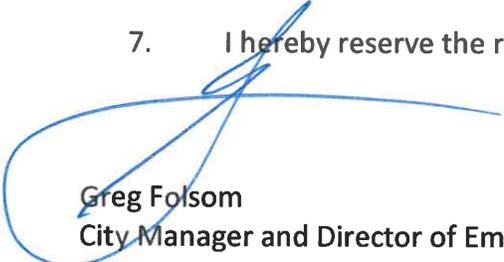
DEPARTMENTS: AREA CODE (707)  
ADMINISTRATION 421-7300 • DEVELOPMENT SERVICES 421-7335 • BUILDING 421-7310 • FINANCE 421-7320  
FIRE 425-9133 • RECREATION & COMMUNITY SERVICES 421-7200 • POLICE 421-7373 • PUBLIC WORKS 421-7340  
SUCCESSOR AGENCY 421-7309 FAX 421-7366

I, therefore, hereby authorize the following pursuant to Section 2.32.070(A) of the Suisun City Municipal Code, to be ratified by the City Council within the earliest practicable time:

1. Effective immediately, and for the duration of the local emergency, or for as long as *COVID-19 Industry Guidance: Dine-In Restaurants* and *COVID-19 Industry Guidance: Retail* apply, whichever ends first, temporary encroachment permits for outdoor dining and retail activities may be obtained by existing restaurants and retail businesses.
2. Restaurants and retail businesses wishing to temporarily expand their dining and retail areas pursuant to Section 1, above, shall be required to obtain temporary encroachment permits. Permit fees shall be waived.
3. Effective immediately, and for the duration of this directive, enforcement of the following provisions of the Suisun City Municipal Code (SCMC) shall be modified as follows:
  - a. A temporary encroachment permit application pursuant to this directive shall comply with the requirements of Section 18.64.030, except that the application shall require one set of proposed plans, not two.
  - b. Section 18.64.020 (Applicability) of Chapter 18.64 (Sidewalk Cafés) currently provides in relevant part that a “sidewalk café area must be located adjacent to the restaurant and may be located along a street, within a pedestrian mall or plaza, or alley.” Sidewalk cafés shall be additionally permitted in all City-designated outdoor spaces, which may include sidewalks, streets, and parking lots, provided the use can be accommodated without undue interference with pedestrian and vehicular traffic.
  - c. Enforcement of parking ratios for existing retail or restaurant businesses, as provided in Table 18.42.02 of the SCMC, is suspended.
  - d. Perimeter barriers, as required by Section 18.64.050, shall not be required for temporary encroachments on sidewalks, but shall be required for temporary encroachments on parking lots and streets.
  - e. Section 18.64.060(G), allowing restaurant furnishings to be left outside overnight shall not apply to temporary encroachment permits issued pursuant to this directive; all restaurants and retail businesses that obtain a temporary encroachment permit must bring all their furnishings inside every evening after closing.
4. The temporary encroachment permits issued pursuant to this directive shall expire upon the earlier of the lifting of the *Industry Guidelines* or the local state of

emergency, unless revoked sooner. Upon expiration or revocation of its temporary encroachment permit, the establishment shall immediately comply with all applicable municipal code provisions.

5. A temporary encroachment permit issued under this directive may be revoked by the City for failure to comply with all applicable SCMC provisions, or for noncompliance with this directive.
6. Notwithstanding anything to the contrary, this directive may be rescinded or amended by the Director of Emergency Services or by the City Council for any reason prior to the lifting of the local state of emergency or of the *Industry Standards*.
7. I hereby reserve the right to issue additional directives as needed.



Greg Folsom  
City Manager and Director of Emergency Services

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## AGENDA TRANSMITTAL

**MEETING DATE:** June 23rd, 2020

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2020-\_\_\_: Authorizing the City Manager to Execute a Contract to Purchase a 2016 Chevrolet Tahoe for the Use of Enforcement and Investigations by the Fire Department in the Amount of \$29,899.89.

**FISCAL IMPACT:** The cost of the vehicle including taxes and fees will total \$29,899.89. The funding for this vehicle will come from the Fireworks Enforcement account. Funds in the account are restricted to use for fireworks enforcement and fire investigations and cannot be used for any other city general fund obligations.

**STRATEGIC PLAN:** Ensure Public Safety

**BACKGROUND:** The Fireworks Enforcement fund was created when the city approved the sale of safe and sane fireworks within city limits. The purpose of collecting these funds each year is to fund fire department fireworks enforcement and fire investigations, as well as education programs revolving around illegal fireworks and fire safety. The fund has gone underutilized until this year when the fire department began addressing the use of illegal fireworks within city limits.

**STAFF REPORT:** The threat of wildland fires is fresh on everybody's mind after the June 3<sup>rd</sup> Wildlife Incident when a wind driven fire resulted in the loss of three homes and caused damage to many others. Fire investigations and enforcement is a crucial factor to curb the illegal use of fireworks and reduce fire risk in Suisun City.

The fire department is requesting to purchase an arson vehicle to carry all investigation equipment and to do mobile fireworks enforcement. As these tasks are a secondary role of the fire department, the vehicle will not be used daily. A used vehicle with low mileage is suitable to meet the needs of the task. It is anticipated that less than 500 miles per year will be added to the mileage of the vehicle. The fire department respectfully requests the City Manager to approve the purchase of the 2016 Chevrolet Tahoe to match the current body style fleet of the fire department administrative staff.

The used 2016 Chevrolet Tahoe has less than 60,000 miles and has only had two previous owners. There has been no accidents or other issues reported outside of the manufacture recalls. Purchasing a used vehicle with the police package already installed will save the city a significant amount for upfitting costs. There will still be some necessary costs associated with striping, emergency lighting and radio installation. These costs can be allocated from the dedicated enforcement fund. A red vehicle was chosen to ensure the vehicle is not mistaken for a Suisun City Police Vehicle.

The funds to purchase this vehicle will come from 053 - Fireworks Enforcement Fund which has a balance of \$52,752.00. Currently, there is \$25,000 in account 053-96415-8819, dedicated to the purchase of an Arson/Enforcement vehicle. If the monies go unspent the balance will increase to \$74,113.27 upon the receipt of the 2020 Fireworks surcharge/user fee.

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

Justin Vincent, Fire Chief  
Greg Folsom, City Manager

The funds in this account have been accumulated via an annual user fee from fireworks sales in Suisun City and have gone unused since the beginning of the program. These funds are restricted for the use of Fire and Fireworks prevention, investigations, and education. The City Council approved Fireworks Surcharge/User Fee directing the use of the funds to include the addition of an arson vehicle for fire/fireworks investigations and enforcement. In fiscal year 2020/2021 \$21,388.27 will be collected from the vendors and added to the account. It is important that the fire department use the fees as directed by the terms of the user fee or risk losing the ability to collect the needed fees on a yearly basis.

The City Attorney has reviewed this item. Consistent with the City's purchasing procedures and best practices, cities typically purchase new vehicles through a purchasing consortium that handles competitive bidding requirements. Competitive bidding on these types of used vehicles through a consortium is not available.

The Kelly Blue Book (KBB) is being used to confirm the fair market value of the proposed purchase of this pre-owned Chevy Tahoe. The KBB valuation is \$30,734 not including taxes and licensing fees.

The Fire Department also has expressed that there is urgency to the purchase of this vehicle given recent fires and the upcoming needs for July 4th. Overall, the City Council has discretion whether or not to authorize the Fire Chief to purchase this pre-owned Chevy Tahoe."

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

Adopt Resolution No. 2020-\_\_\_: Authorizing the City Manager to Execute a Contract to Purchase a 2016 Chevrolet Tahoe for the Use of Enforcement and Investigations by the Fire Department in the Amount of \$29,899.89.

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**ATTACHMENTS:**

1. Council Adoption of Resolution No. 2020 – Authorizing the City Manager to Execute a Contract to Purchase a 2016 Chevrolet Tahoe for the Use of Enforcement and Investigations by the Fire Department in the Amount of \$29,899.89
2. Photos
3. Kelly Bluebook Estimate – Used 2016 Chevrolet Tahoe Commercial Sport Utility 4D

**RESOLUTION NO. 2020-**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT TO PURCHASE A 2016 CHEVROLET TAHOE FOR THE USE OF ENFORCEMENT AND INVESTIGATIONS BY THE FIRE DEPARTMENT IN THE AMOUNT OF \$29,899.89.**

**WHEREAS**, annually \$21,388.27 is collected through the fireworks surcharge/user fee for the purpose of funding fireworks enforcement and investigations; and

**WHEREAS**, these funds are restricted in their use and can only be used specifically for fire investigations, enforcement, and fire safety educational programs; and

**WHEREAS**, the 2016 Chevrolet Tahoe will be used explicitly by the fire department for investigation and enforcement; and

**WHEREAS**, the vehicle will carry all necessary fire investigations equipment and will be at the ready when the need arises; and

**WHEREAS**, the City Attorney has reviewed this item and has determined competitive bidding on these types of used vehicles through a consortium is not available; and

**NOW, THEREFORE**, be it here resolved by the City Council of Suisun City authorizes the City Manager to execute a contract to purchase a 2016 Chevrolet Tahoe for the use of fire enforcement and fire investigations by the fire department in the amount of \$29,899.89

**PASSED AND ADOPTED** at a regular meeting of said City Council held on Tuesday, the 23<sup>rd</sup> day of June 2020 by the following vote:

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

**WITNESS** my hand and the seal of said City this 23<sup>rd</sup> day of June 2020.

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

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Arson/Enforcement Vehicle



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Advertisement

## Used 2016 Chevrolet Tahoe Commercial Sport Utility 4D

near Fairfield, CA 94533



Combined Fuel Economy

18 MPG

KBB.com Expert Rating

★★★★☆

4.7 / 5

KBB.com Consumer Rating

★★★★☆

4 / 5

### Buy from a Dealer

Fair Market Range <b>\$28,686 - \$31,881</b>	Typical Listing Price <b>\$30,734</b>
Fair Purchase Price <b>\$30,284 (\$607/month)*</b>	



Based on Good Condition or Better

Valid for ZIP Code 94533 through 06/19/2020

### Your Configured Options

#### Engine

V8, EcoTec3, 5.3 Liter

#### Transmission

Auto, 6-Spd Overdrive

#### Drivetrain

2WD

4WD

#### Braking and Traction

Traction Control

StabiliTrak

ABS (4-Wheel)

#### Comfort and Convenience

Alarm System

Keyless Entry

Keyless Start

Air Conditioning

Air Conditioning, Rear

Power Windows

Power Door Locks

Cruise Control

#### Steering

Power Steering

Tilt Wheel

#### Entertainment and Instrumentation

AM/FM Stereo

CD/MP3 (Single Disc)

Premium Sound

✓ Navigation System

DVD System

Bluetooth Wireless

OnStar

#### Safety and Security

Backup Camera

Dual Air Bags

Side Air Bags

F&R Head Curtain Air Bags

#### Seats

Dual Power Seats

Third Row Seat

#### Lighting

Daytime Running Lights

#### Exterior

Running Boards

#### Cargo and Towing

Roof Rack

Towing Pkg

#### Wheels and Tires

Steel Wheels

Alloy Wheels

Premium Wheels

Oversize Off-Road Tires

Oversized Premium Wheels 20"+

#### Exterior Color

Beige

Black

Brown

Gold

Gray

Purple

✓ Red

Silver

White

### Glossary of Terms

**Suggested Retail Price** - Suggested Retail Price is representative of dealers' asking prices. It assumes that the vehicle has been fully reconditioned and takes into account the dealers' profit and costs for advertising. The final sale price will likely be less, depending on the car's actual condition, popularity, warranty and local market factors.

#### Tip:

Kelley Blue Book pricing is based on actual transactions

**Kelley Blue Book® Fair Purchase Price (Used Car)** - This is the price people are typically paying a dealer for a used car with typical mileage in good condition or better. This price is based on actual used-car transactions and adjusted regularly as market conditions change.

and adjusted regularly as market conditions change.

**Fair Market Range (Used Car)** - The Fair Market Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for a vehicle with typical mileage and configured with your selected options, excluding taxes, title and fees when purchasing from a dealer. Each dealer sets and controls its own pricing.

**Kelley Blue Book® Certified Pre-Owned (CPO) Price** - This is the dealers' asking price of a car that meets the manufacturers' CPO program, which includes an additional warranty beyond the original factory warranty. It includes certification program costs, dealer profits and retail costs. The final price depends on the car's actual condition, popularity, warranty and local market factors.

**Fair Market Range (CPO)** - The Fair Market Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for this year, make and model Certified Pre-Owned vehicle with typical mileage configured with your selected options, excluding taxes, title and fees. Each dealer sets and controls its own pricing.

**Kelley Blue Book® Private Party Price** - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an 'as is' value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

**Private Party Range** - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for a vehicle with typical mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when purchasing from a private party.

**Excellent Condition** - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

**Very Good Condition** - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

**Good Condition** - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

**Fair Condition** - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

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## AGENDA TRANSMITTAL

**MEETING DATE:** June 23, 2020

**CITY AGENDA ITEM: PUBLIC HEARING:** Adoption of the Fiscal Year 2020-21 Annual Budget (Continued to June 30, 2020):

- a. Council Adoption of Resolution No. 2020-\_\_: Adopting the Annual Budget for Fiscal Year 2020-21; and
- b. Agency Adoption of Resolution No. SA 2020-\_\_: Adopting the Annual Budget for Fiscal Year 2020-21; and
- c. Authority Adoption of Resolution No. HA 2020-\_\_: Adopting the Annual Budget for Fiscal Year 2020-21; and
- d. Council Adoption of Resolution No. 2020-\_\_: Adopting the Appropriations Limit for Fiscal Year 2020-21.
- e. Council Adoption of Resolution No. 2020-\_\_: Approving an Annual Update of the Master Fee Schedule.

**FISCAL IMPACT:** Continuance to adopt Fiscal Year 2020-21 Budget and Master Fee Schedule will not have any fiscal impact.

**STRATEGIC PLAN IMPACT:** Ensure Fiscal Solvency.

**BACKGROUND/STAFF REPORT:** Staff is requesting the public hearing be continued to the June 30, 2020 meeting to allow staff additional time to complete the budget document.

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

- Open Public Hearing;
- Take any public comment;
- Continue the item to a date certain of June 30, 2020.

**ATTACHMENTS:**

- a. Council Adoption of Resolution No. 2020-\_\_: Adopting the Annual Budget for Fiscal Year 2020-21; and
- b. Agency Adoption of Resolution No. SA 2020-\_\_: Adopting the Annual Budget for Fiscal Year 2020-21; and
- c. Authority Adoption of Resolution No. HA 2020-\_\_: Adopting the Annual Budget for Fiscal Year 2020-21; and
- d. Council Adoption of Resolution No. 2020-\_\_: Adopting the Appropriations Limit for Fiscal Year 2020-21.
- e. Council Adoption of Resolution No. 2020-\_\_: Approving an Annual Update of the Master Fee Schedule.

**PREPARED BY:**

Lakhwinder Deol, Finance Director

**REIEWED/APPROVED BY:**

Greg Folsom, City Manager