

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 AND HOUSING AUTHORITY

TUESDAY, MAY 7, 2019

5:15 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 / Housing Authority meeting includes teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.*

#### **ROLL CALL**

Council / Board 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. PERSONNEL MATTERS

Pursuant to California Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: Fire Chief

##### 2. PERSONNEL MATTERS

Pursuant to California Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: Police Chief

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

Joint City Council/ Housing Authority

## 3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8 Real Property Identified by APN's 0030-295-030, 0032-230-290, 0032-230-310, 0032-230-280, located at Highway 12 on the Intersection of Marina Boulevard

Negotiating Party: City Manager and Development Services Director

Subject: Price and Terms of Payment

Parties Negotiating With: Lewis Acquisition Company, LLC

**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:*

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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 May 7, 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  
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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, MAY 7, 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.*

(Next Ord. No. – 758)

(Next City Council Res. No. 2019 – 39)

Next Suisun City Council Acting as Successor Agency Res. No. SA2019 - 04)

(Next Housing Authority Res. No. HA2019 – 04)

**ROLL CALL**

Council / Board Members

Pledge of Allegiance

Invocation

**PUBLIC COMMENT**

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**CONFLICT OF INTEREST NOTIFICATION**

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DEPARTMENTS: AREA CODE (707)

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SUCCESSOR AGENCY 421-7309 FAX 421-7366

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

1. Mayor Appointed Committee Reports
  - a. Recreational Vehicle Ad Hoc Committee Report (Folsom)
  - b. Noise Ordinance Workshop Report (Folsom/McNamara)

**PRESENTATIONS/APPOINTMENTS**

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

**City Council**

2. Presentation of Proclamation to Lawrence Gee, Suisun City Representative on the Bicycle Advisory Committee, Proclaiming May 2019 as “Bike Month.”
3. Proclamations (not presented):
  - a. Proclaiming May 11-18, 2019, as “National Safe Boating Week.” (Lofthus).
  - b. Proclaiming May 2019 as “Older American’s Month.” (Lofthus).
4. Committee Appointments. (Wilson).
  - a. Environment and Climate Committee
  - b. Lighting and Landscaping District Citizen Advisory Committee
5. Committee Appointments. (City Council).
  - a. Public Safety Committee
6. Presentation of Proclamation to Police Department Proclaiming May 13 - 19, 2019 “Police Week” and May 15, 2019 “Peace Officers’ Memorial Day.” (Paulin).
7. Introduction and Swearing-in of new Suisun City Police Officer Ryan Armosino. (Paulin).
8. Swearing-in of Fire Chief Justin Vincent. (Hobson).  
(10-min BREAK)

**CONSENT CALENDAR**

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

**City Council**

9. Council Adoption of Resolution No. 2019-\_\_\_: Ratifying the Emergency Expenditures for Repairs to the Highway 12 Storm Drain Project, Accepting the project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project (Medill/Lozano).
10. Council Adoption of Resolution No. 2019-\_\_\_: Adopting the Planning Commission Bylaws and Rescinding the 1997 Planning Commission Rules of Procedure – (McNamara).

**Joint City Council / Housing Authority**

11. East West Water Transmission Pipeline Project – (McNamara)
  - a. Council Adoption of Resolution No. 2019-\_\_\_: Authorizing the City Manager to Execute Documents Related to the Creation and Sale of a Certain Easement Required to Facilitate

the East West Water Transmission Pipeline Project on a Portion of APN 0032-230-280; and

- b. Housing Authority Adoption of Resolution No. HA 2019-\_\_\_: Authorizing the City Manager/Executive Director to Execute Documents Related to the Creation and Sale of Certain Easements Required to Facilitate the East West Water Transmission Pipeline Project on a Portion of APN 0032-230-290.

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

12. 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 April 16, 2019 – (Hobson).

**PUBLIC HEARINGS**

**GENERAL BUSINESS**

City Council

13. Council Adoption of Resolution No. 2019-\_\_\_: Authorizing the City Manager to Execute a Master Equity Lease Agreement with Enterprise Fleet Management, Inc. for the replacement of City vehicles and take other actions as necessary – (Dingman/Enterprise Fleet Management).
14. General Tax Oversight (Measure S) Committee Annual Update – (Forney/Dingman).
- a. Accept the Annual Update of the General Tax Oversight Committee on Fiscal Year 2017-18 Measure S Activity; and
- b. Adopt Resolution No. 2019-\_\_\_: Accepting the Measure S General Transaction and Use Tax Audit for the Year Ended June 30, 2018.

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

15. a. Council/Boardmembers  
b. Mayor/Chair
16. 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.)*

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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 May 7, 2019 was posted and available for review, in compliance with the Brown Act.

Office of the Mayor  
Suisun City, California

# Proclamation



**WHEREAS**, the bicycle is an economical, healthy, convenient, and environmentally sound form of transportation and an excellent tool for recreation and enjoyment of Suisun City’s scenic beauty; and

**WHEREAS**, throughout the month of May, the residents of Suisun City and its visitors will experience the joys of bicycling through educational programs, commuting events, or by simply getting out and going for a ride; and

**WHEREAS**, these bicycling activities and attractions have great potential to have a positive impact on Suisun City's economy and to stimulate economic development and tourism by making the City attractive to businesses and citizens who enjoy the outdoors and healthy lifestyles; and

**WHEREAS**, creating a bicycling-friendly community has been shown to improve citizens’ health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution, congestion, and wear and tear on our streets; and

**WHEREAS**, the League of American Bicyclists, Solano Transportation Authority, schools, and bicycle clubs will be promoting bicycling during the month of May 2019; and

**WHEREAS**, these groups are also promoting bicycle tourism year round to attract more visitors to enjoy our local restaurants, retail establishments, and cultural and scenic attractions; and

**WHEREAS**, these groups are also promoting greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, and fatalities and improve health and safety for everyone on the road; and

**NOW, THEREFORE**, I, Lori D Wilson, Mayor of the City of Suisun City, do hereby proclaim the month of May 2019 as:

**“Bike Month”**

in the City of Suisun City, and encourage residents to participate in bicycling activities and urges all motorist users to share the road safely with bicyclist.



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

ATTEST:   
\_\_\_\_\_

DATE: May 7, 2019

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Office of the Mayor  
Suisun City, California

# Proclamation



**WHEREAS**, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year; and

**WHEREAS**, on average, 650 people die each year in boating-related accidents in the United States; approximately 76% of these are fatalities caused by drowning; and

**WHEREAS**, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

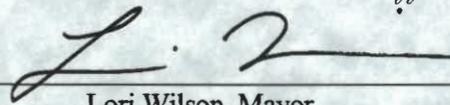
**WHEREAS**, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

**NOW THEREFORE**, I, Lori Wilson, Mayor of the City of Suisun City do hereby support the goals of the Safe Boating Campaign and proclaim May 18-24, 2019 as:

**“NATIONAL SAFE BOATING WEEK”**

In the City of Suisun City and the start of the year-round effort to promote safe boating and urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating

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



Lori Wilson, Mayor

ATTEST: 

DATE: May 7, 2019



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Office of the Mayor  
Suisun City, California

# Proclamation



**WHEREAS**, Suisun City includes a growing number of older Americans who enrich our community through their diverse life experiences; and

**WHEREAS**, Suisun City is committed to strengthening our community by connecting with and supporting older adults, their families, and caregivers and acknowledging their many valuable contributions to society; and

**WHEREAS**, we recognize the importance bringing together all generations and engaging in activities that promote physical, mental, and emotional well-being for the benefit of all; and

**WHEREAS**, Suisun City can enhance the lives of individuals of every age by:

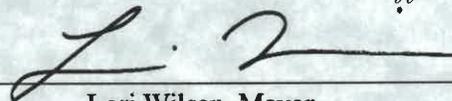
- promoting home- and community-based services that support independent living;
- involving older adults in community events and other activities; and
- providing opportunities for older adults to work, volunteer, learn, lead, and mentor.

**NOW, THEREFORE**, I, Lori Wilson, Mayor of the City of Suisun City, do hereby proclaim the month of May 2019 as

## “OLDER AMERICANS MONTH”

in the City of Suisun City and urge every resident to take time during this month to recognize older adults and the people who serve them as essential and valuable members of our community.

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



Lori Wilson, Mayor

ATTEST: 

DATE: May 7, 2019



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Office of the Mayor  
Suisun City, California

# Proclamation



**WHEREAS**, May 15th has been National Peace Officers' Memorial Day, and the week containing May 15th has been National Police Week, since President John F. Kennedy signed [Public Law 87-726](#) on October 1, 1962; and

**WHEREAS**, by a joint resolution approved October 1, 1962, as amended, (76 Stat. 676), the Congress has authorized and requested the President to designate May 15th of each year as "Peace Officers Memorial Day" and the week in which it falls as "Police Week," and, by Public Law 103-322, as amended, (36 U.S.C. 136), has directed that the flag be flown at half-staff on Peace Officers Memorial Day; and

**WHEREAS**, the members of the Suisun City Police Department play an essential role in safeguarding the rights and freedoms of the residents and visitors to Suisun City; and

**WHEREAS**, in light of the increasingly important role our local and national police officers face as the first line of defense against domestic terrorism, helping to make Suisun City, Solano County, and the United States of America a safer place; and

**WHEREAS**, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of the Suisun City Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

**WHEREAS**, the men and women of the Suisun City Police Department unceasingly provide a vital public service;

**NOW, THEREFORE**, I, Lori Wilson, Mayor of the City of Suisun City, call upon all citizens of Suisun City and upon all patriotic, civic and educational organizations to observe the week of May 12 - 18, 2019, as:

**“POLICE WEEK”**

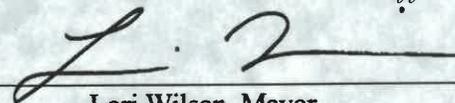
with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all Americans.

I further call upon all residents of Suisun City to observe Wednesday, May 15, 2019, as:

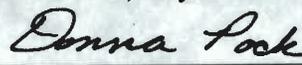
**“PEACE OFFICERS’ MEMORIAL DAY”**

in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the families and friends of our fallen heroes.

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



Lori Wilson, Mayor

ATTEST: 

DATE: May 7, 2019



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## AGENDA TRANSMITTAL

**MEETING DATE:** May 7, 2019

**CITY AGENDA ITEM:** Adoption of Council Resolution No. 2019-\_\_: Ratifying the Emergency Expenditures for Repairs to the Highway 12 Storm Drain Project, Accepting the Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project.

**FISCAL IMPACT:** Ratifying the emergency expenditures for repair and accepting the Emergency Storm Drain Repair on Highway 12 Project (Project) as complete will not have an impact on the General Fund. Funding will be from the Contingency Storm Drain account which has been reserved for this type of unforeseen work. Of the \$104,500 available in said account, \$69,500 will be used, leaving approximately \$35,000 in the account.

**BACKGROUND:** This staff report is presented to the City Council for consideration to ratify an emergency authorization for procuring service greater than the City Manager's purchasing limit. On Wednesday, 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 Highway 12. See attached project location map (Attachment No. 2). Upon closer inspection, it was determined that the City's underground storm drain pipe had rusted and developed a hole, which created 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 project location, three storm drain pipes, located side by side, cross under Highway 12. The flow in the storm drain pipes are controlled by storm drain pumps located between the Highway 12 sound wall 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).

Steps taken by City staff on the day the underground void was discovered include the following:

- City staff contacted Caltrans, and Caltrans closed off the paved shoulder to the motoring public.
- City staff identified through its records of civil plans and GIS map that the impacted storm drain system was owned by the City. See attached GIS map (Attachment No. 3).
- City staff submitted to the Fairfield-Suisun Sewer District (FSSD) a request to videotape the three pipes to determine the extent of the damage to the three pipes. FSSD staff performed the video inspection within the hour of receiving the request from the City. The damage was limited to just one of the pipes. See attached screenshot of video recording and pre-construction photos of site conditions (Attachment No. 4). Also provided in the attachment are photos taken during construction.
- City staff contacted five (5) contractors about their availability to submit quotes for the emergency work. Three of the five contractors reviewed the project conditions that day.

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

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

**STAFF REPORT:** On Thursday, March 27, 2019, a request for Request for Quotes was sent to the above-mentioned contractors. The following four (4) quotes were received for the emergency repair project:

<b>Contractor</b>	<b>Quote</b>
A-S Pipelines, Inc.	\$69,500
Team Ghilotti, Inc.	\$82,997
WR Forde Associates	\$83,400
Lister Construction	\$97,957

The contract was awarded to the low bidder, A-S Pipelines, Inc. Their work included, but was not limited to the following:

<b>Date</b>	<b>Primary Construction Activity</b>
Tuesday April 2, 2019	Temporarily plugged the outfall end of the storm drain pipe, excavated to expose the pipe, provided shoring and bracing, off-hauled the excavated soil. Removed a segment of concrete curb (from joint to joint), removed an area of the paved shoulder, wrapped the damaged pipe segment and encased with a concrete collar.
Wednesday April 3, 2019	Backfilled the void with a 2-sack cement-sand slurry mix and replaced concrete curb segment.
April 4 – 7, 2019	Break due to inclement weather.
Monday April 8, 2019	Repaved a patch of the paved shoulder.

Caltrans provided the traffic control on this project and provided inspection on the replacement of their concrete cave and the repaving of their paved shoulder. A-S Pipelines has completed the project in an acceptable and satisfactory manner, and no contract change orders were necessary. It is now appropriate to file the Notice of Completion (NOC) with the County for the work completed.

Staff recommends ratifying the emergency expenditures and accepting the Project as completed and authorizing the City Manager to file and record the NOC with the County, which will then start the one-year warranty period on the completed improvements.

**RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2018-\_\_: Ratifying the Emergency Expenditures for Repairs to the Highway 12 Storm Drain Project, Accepting the Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project.

**ATTACHMENTS:**

1. Resolution No. 2018-\_\_: Ratifying the Emergency Expenditures for Repairs to the Highway 12 Storm Drain Project as Complete, Accepting the Project, and Authorizing the City Manager to Record the Notice of Completion for the Project.
2. Project Location Map.

3. GIS Map of City's Storm Drain System.
4. Photos of Project Site.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
RATIFYING THE EMERGENCY EXPENDITURES FOR REPAIRS TO THE HIGHWAY  
12 STORM DRAIN PROJECT, ACCEPTING THE PROJECT AS COMPLETE, AND  
AUTHORIZING THE CITY MANAGER TO RECORD THE NOTICE OF COMPLETION  
FOR THE PROJECT**

**WHEREAS**, an underground void on the south side of Highway 12 located between Marina Boulevard and Sunset Avenue was discovered by the City’s maintenance crew on March 27, 2019; and

**WHEREAS**, it was determined by City staff that a hole in the City’s storm drain pipe created the underground void, located under the landscape strip between the edge of pavement and the Caltrans wood fence, as well as partially within the paved Highway 12 shoulder; and

**WHEREAS**, the deficiency required emergency repair and City staff received quotes from four (4) contractors; and

**WHEREAS**, the low bid received was greater than the City Manager’s purchasing limit and emergency expenditures require ratification by the City Council; and

**WHEREAS**, on March 28, 2019, City staff awarded the construction contract for the Emergency Storm Drain Repair on Highway 12 Project (Project) to the low bidder, A-S Pipelines, Inc.; and

**WHEREAS**, the construction contract included temporarily plugging the outfall end of the storm drain pipe, excavating to expose the pipe, providing shoring and bracing, off-hauling the excavated soil, removing and replacing a completed segment of concrete curb (from joint to joint); removing and repaving a patch of the paved shoulder, wrapping the damaged pipe segment and encasing with a concrete collar, and backfilling the void with a 2-sack cement-sand slurry mix; and

**WHEREAS**, A-S Pipelines, Inc. has completed all work under the contract for the Project and is ready to receive a Notice of Completion.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City does hereby ratify the emergency expenditures, accept the Highway 12 Storm Drain Project as completed, and authorize the City Manager to take such measures as necessary to execute and record the Notice of Completion.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 7<sup>th</sup> day of May 2019, by the following vote:

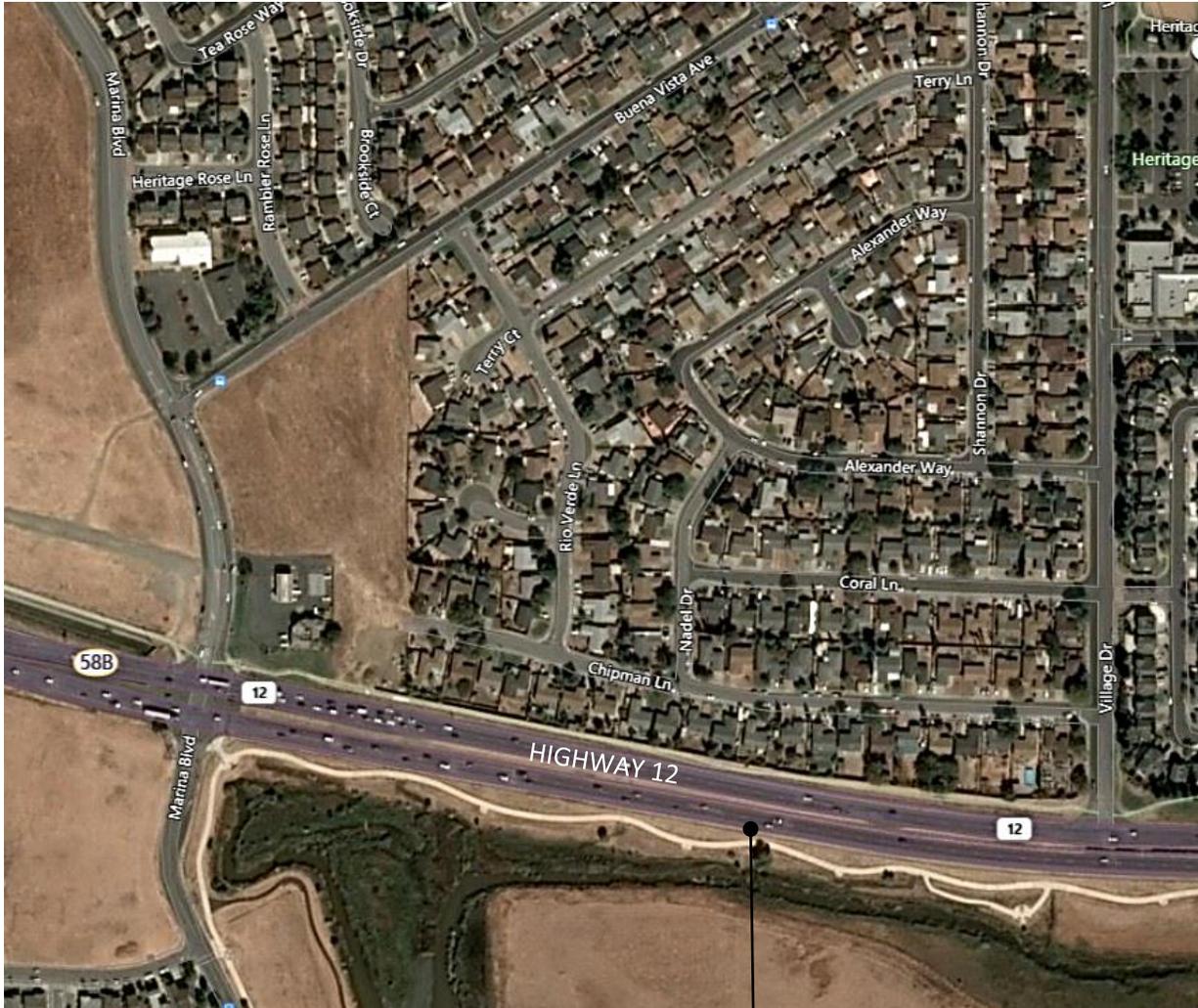
<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of the City of Suisun City this 7<sup>th</sup> day of May 2019.

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

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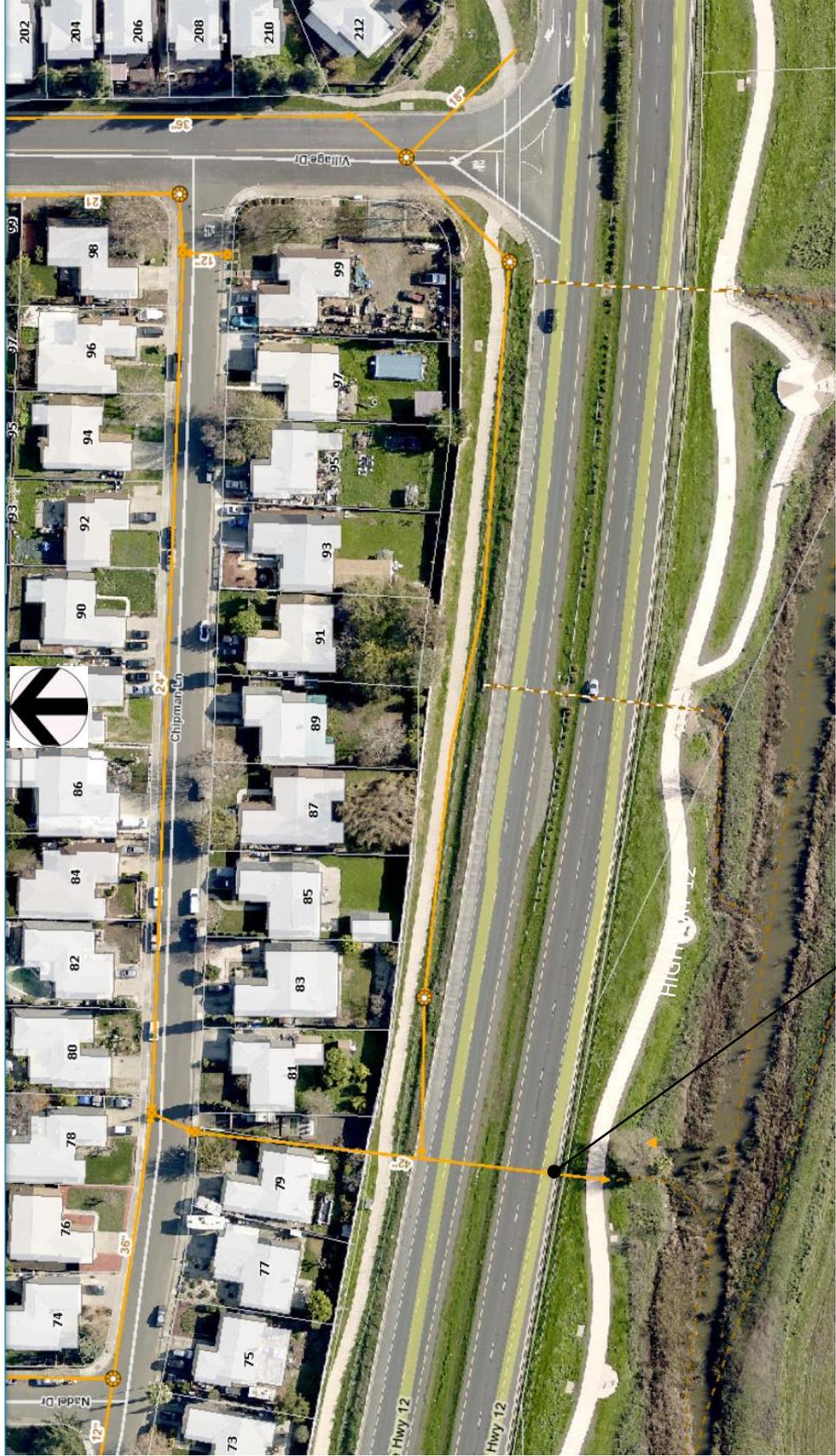
### PROJECT LOCATION MAP Highway 12 Storm Drain Project



PROJECT LOCATION

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**GIS MAP of CITY'S STORM DRAIN SYSTEM**  
Highway 12 Storm Drain Project



PROJECT LOCATION

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**PHOTOS**  
Highway 12 Storm Drain Project  
Page 1 of 2



Videotape: Hole on side of storm drain pipe that extends to the bottom of pipe.

**PHOTOS**  
Highway 12 Storm Drain Project  
Page 2 of 2



AREAS REMOVED & REPLACED



CONCRETE ENCASEMENT OF PIPE



SAFETY/SHORING

PIPE WRAPPED

## AGENDA TRANSMITTAL

**MEETING DATE:** May 7, 2019

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2019-\_\_\_: A Resolution of the City Council of the City of Suisun City Adopting the Planning Commission Bylaws and Rescinding the 1997 Planning Commission Rules of Procedure.

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**FISCAL IMPACT:** There is no anticipated fiscal impact to the City's General Fund with this action.

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**BACKGROUND:** The below chronology summarizes the history of draft Planning Commission Bylaws:

- January 13, 2015 - The Commission asked staff to provide information regarding bylaws for the Planning Commission. Staff information relating to bylaws from other Commissions in California for reference.
- February 10, 2015 - Staff provided information for the Commission to consider when considering establishing bylaws. The Commission asked staff to take a look at what other Solano County jurisdictions had in the way of bylaws or rules of procedure.
- February 24, 2015 - The Commission reviewed bylaws from local jurisdictions and formed a sub-committee consisting of Commissioners Pal and Smith.
- April 14, 2015 - The Commission reviewed draft bylaws and asked staff to make revisions to the draft document (including formatting) and bring the bylaws back for formal adoption.
- April 28, 2015 - The Commission discussed final issues, primarily related to quorum and voting procedures, and asked staff to return to its next meeting to address these questions and to bring the bylaws back for formal adoption.
- May 26, 2015 – The Commission adopted Planning Commission Bylaws and rescinded the 1997 Planning Commission Rules of Procedure, but the item was not taken forward to the City Council for formal adoption.
- April 23, 2019 – The Commission recommended the City Council adopt the proposed bylaws after staff discovered that the City Council had not adopted the bylaws after their May 2015 action.

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

John Kearns, Senior Planner  
 Tim McNamara, Development Services Director  
 Greg Folsom, City Manager

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**STAFF REPORT:** Through Ordinance No. 735 which amended Chapter 2.20, the Planning Commission's bylaws are to be adopted by the City Council. This ordinance has been included as Attachment 3 of this staff report.

At the April 23 Planning Commission meeting the Planning Commission had a few questions of staff regarding how certain situations would be handled as well as whether it would be appropriate to change the Commission's agenda to match the bylaws, if approved. At the conclusion of the meeting, the Commission adopted a resolution 6-0 recommending City Council adoption.

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**RECOMMENDATION:** Staff recommends that the City Council Adopt Resolution No. 2019-\_\_\_: A Resolution of the City Council of the City of Suisun City Adopting Planning Commission Bylaws and Rescinding the 1997 Planning Commission Rules of Procedure.

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**ATTACHMENTS:**

1. Resolution No. 2019-\_\_\_: A Resolution of the City Council of the City of Suisun City Adopting Planning Commission Bylaws and Rescinding the 1997 Planning Commission Rules of Procedure.
  - a. Planning Commission Bylaws
2. City of Suisun City Planning Commission Rules of Procedure (1997)
3. Chapter 2.20 "Planning Commission"

**RESOLUTION NO. 2019 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
ADOPTING PLANNING COMMISSION BYLAWS AND RESCINDING THE 1997  
PLANNING COMMISSION RULES OF PROCEDURE**

**WHEREAS**, the Planning Commission directed staff at their April 14, 2015 regular meeting to complete revisions to the draft Planning Commission Bylaws and prepare the document for Commission adoption; and

**WHEREAS**, the Planning Commission at a regular meeting on May 26, 2015 did complete its review and recommend approval of Planning Commission Bylaws; however, the bylaws were never forwarded to the City Council for adoption; and

**WHEREAS**, the Planning Commission at a regular meeting on April 23, 2019 completed its review of the Planning Commission Bylaws; and

**WHEREAS**, the City Council at a regular meeting of May 7, 2019 did review and discuss the Planning Commission Bylaws (Exhibit A) and the potential of rescinding the 1997 Planning Commission Rules of Procedure.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Suisun City adopts the Planning Commission Bylaws and Rescinds the 1997 Planning Commission Rules of Procedure.

**PASSED AND ADOPTED** by a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 7<sup>th</sup> of May 2019, by the following vote:

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

**WITNESS** my hand and the seal of the City of Suisun City this 7<sup>th</sup> day of May 2019.

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

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## CITY OF SUISUN CITY PLANNING COMMISSION BYLAWS

### 1. Preface

Title 2, Administration and Personnel, of the Suisun City Municipal Code establishes the Planning Commission of Suisun City. The duties and authorities of the Planning Commission are those conferred upon it by the provisions of Title 7 of the Government Code of California, and any other laws of the state applicable thereto, and those identified in Title 18, Zoning, of the Suisun City Municipal Code. These Planning Commission Bylaws provide guidance to the Planning Commission, project applicants and members of the public on how the Planning Commission will execute its duties. If a conflict arises between these Bylaws and the Suisun City Municipal Code, the Code shall control.

### 2. Adoption and Amendment of Bylaws

These bylaws shall be adopted by and may be amended by resolution of a majority of the Commissioners present at any Suisun City Planning Commission meeting attended by no less than five members of the Commission.

Upon adoption or amendment by the Planning Commission, such bylaws shall be submitted to the City Council for review. The City Council may, at its sole discretion, overturn approval of these Bylaws and direct the Commission to incorporate amendments as determined appropriate.

### 3. Adoption of Parliamentary Procedure

The Suisun City Planning Commission shall conduct meetings consistent with the guidelines established under Rosenberg's Rules of Order, Revised 2011, and as amended. Where these Rules of Order are found to be inconsistent with State law or regulations adopted by the City Council of Suisun City, such State or local regulations shall prevail.

## 4. Duties and Powers of Commissioners

### 4.1 Responsibilities of Each Planning Commissioner

Commission members serve the City as a whole and represent no special group or interest

The Planning Commission shall have the power to recommend to the City Council, after a public hearing thereon, the adoption, amendment or repeal of the General Plan or any Specific Plan, or any part thereof, for the physical development of the City.

The Planning Commission shall exercise such functions with respect to land subdivisions, planning, and zoning as may be prescribed by the Suisun City Code.

The Commission shall advise the City Council on those matters falling within its charged responsibilities in a manner reflecting concern for the overall development and environment of the City as a setting for human activities. All reports and recommendations of the Commission to the City Council shall be in writing and presented to the City Council by the Development Services Department on behalf of the Commission.

### 4.2 Commissioner Preparation

Each of the Commission members shall have the responsibility to keep himself or herself up to date on planning matters. In addition each member should attempt to take advantage of the various educational and training opportunities offered by such organizations as the League of California Cities, University and/or College classes, programs or seminars.

### 4.3 Addressing Commissioners and Members of the Public

The appropriate title should be used when acknowledging a meeting participant, such as "Mr.", "Ms.", "Commissioner", "Chair", "Vice-Chair", etc. This shows respect, professionalism and avoids the appearance of favoritism.

### 4.4 Communications with the Press

When speaking to the press, Commissioners should be very specific in stating that they are speaking for themselves only and not for the Commission as a whole.

### 4.5 Anticipated Absence

Any Commissioner who has knowledge of the fact that he will not be able to attend a scheduled meeting of the Planning Commission shall notify the Planning Director at the earliest possible opportunity and, in any event, prior to 5 p.m. on the date of the meeting. The Planning Director shall notify the Chair of the Commission in the event that the projected absences will produce a lack of quorum.

If any commissioner is absent for three consecutive regular meetings of the Planning Commission without permission of the Commission expressed in its official minutes, he/she shall relinquish his/her seat on the Commission.

#### 4.6 Officers

##### Selection

The officers of the Planning Commission shall consist of Chairperson and Vice Chairperson, elected by the general membership of the Planning Commission.

The election of officers shall generally occur at the Planning Commission's second meeting in January or as otherwise determined necessary by the Planning Commission. A minimum of 5 of the current membership must be present for the election to take place.

Nominations of members for an office shall be from the floor by a current member of the Planning Commission during the meeting when elections are held. Nominations must be seconded by another member of the Commission. Nominations and elections for Chairperson and Vice-Chairperson shall be completed separately, beginning with Chairperson.

Once nominations are complete, a roll call vote of the Commission for all nominated candidates will be called. A nominee must receive a majority of the votes from Commissioners present to be elected. If no candidate receives a majority vote, the nomination and voting process will be repeated until a candidate receives a majority vote of those Commissioners present.

All terms of office shall be for one year or until the time of the next election of officers.

A member of the Planning Commission may serve in the same office of the Planning Commission for any number of terms.

The Vice-Chair shall succeed the Chair if he/she vacates the office before the term is completed, the Vice-Chair to serve the unexpired term of the vacated office. A new Vice-Chair shall be elected at the next regular meeting.

In the absence of the Chair and Vice-Chair, any other member shall call the Commission to order, whereupon a chair shall be elected from the members present to preside.

#### 4.7 Duties and Responsibilities of the Chair

Preside at all meetings of the Commission.

Call special meetings of the Commission in accordance with legal requirements and the Rules of Procedure.

Sign documents of the Commission

When so directed by the Commission, represent the Planning Commission at City Council, County Planning Commission and other meetings as the Planning Commission's representative.

#### 4.8 Duties and Responsibilities of the Vice-Chair

During the absence, disability, or disqualification of the Chair, the Vice-Chair shall exercise or perform all the duties and be subject to all the responsibilities of the Chair.

#### 4.9 Subcommittees

When desirable or necessary, the Chair, with the approval of the Planning Commission, shall appoint standing committees and special committees.

Residents and staff of Suisun City may, at the discretion of the Chair, be appointed to serve on Planning Commission Subcommittees.

Each subcommittee of the Planning Commission shall include no more than three members of the Planning Commission.

Special committees shall be discharged at the end of their assignment.

## 5. Meetings

### 5.1 Public Meetings

All meetings shall be held in full compliance with the provision of state law, ordinances of the City, and these Rules of Procedure.

### 5.2 Regular Meetings

Regular meetings shall be held on the second and fourth Tuesday of the month, at 7:00 p.m. in the Council Chambers of the City Hall unless otherwise determined by the Planning Commission or the Planning Director in consultation with the Commission Chair.

Whenever a regular meeting falls on a public holiday, no regular meeting shall be held on that day. Such regular meeting may be rescheduled to another business day, or canceled by motion adopted by the Planning Commission or the Planning Director in consultation with the Commission Chair.

### 5.3 Adjourned Meetings

In the event it is the wish of the Planning Commission to adjourn its meeting to a certain hour on another day, a specific date, time, and place must be set by the Commission prior to the regular motion to adjourn.

#### 5.4 Special Meetings

Special meetings of the Planning Commission may be held at any time upon the call of the Chair, the Planning Director, or by a majority of the voting members of the Commission or upon request of the City Council following at least 24 hours' notice to each member of the Commission and to the press. The time and place of the special meeting shall be determined by the convening authority.

#### 5.5 Study Sessions/Workshops

The Commission may be convened as a whole or as a committee of the whole in the same manner as prescribed for the calling of a special meeting for the purpose of holding a study session provided that no official action shall be taken and no quorum shall be required.

#### 5.6 Establishing a Quorum

A quorum of at least four (4) members of the Planning Commission must be present for the Commission to conduct normal business. If the body has less than a quorum of members present, it cannot legally transact business. If the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The only action which may be taken at a meeting attended by less than a quorum is to open the meeting and adjourn the meeting to a time certain. In such event all items on the agenda, including action items and public hearings, shall be continued to the next scheduled meeting and agendas shall be posted as required subject to Gov't Code Section 54955.

#### 5.7 Agendas

Agendas shall be prepared by the staff of the Suisun City Planning Department and shall be posted consistent with City policies and state law.

The agenda shall be approved at the beginning of each meeting. The Planning Commission may choose to change the order of items to be heard in order to better serve the Community and the Commission.

The Planning Commission may add items to the agenda if , by an affirmative vote of at least five (5) members, the Commission determines that an emergency exists or that there is need to take action and that such need came to the attention of the City after the meeting agenda was posted.

Before the close of each meeting the Commission shall discuss future agenda items and may, by an affirmative vote of three members of the Commission, direct staff to include items on future meeting agendas of the Commission.

#### 5.8 Minutes and Record of the Meeting

At each meeting of the Commission, the minutes of the prior meeting shall be presented for approval. Commissioners shall identify any corrections or clarifications prior to approval of the minutes.

#### 5.9 Motions, Debates, and Voting

As noted above, the Commission has adopted Rosenberg's Rules of Order that establishes the processes for conducting meetings, including but not limited to how motions are made and amended, how debate of items shall be conducted and how voting on items is accomplished.

#### 5.10 Conflicts of Interest

In situations where a Commissioner may have conflict of interest under the Political Reform Act, the Open Government Ordinance or other conflict laws, members of the Planning Commission are required to abstain from voting on the item and participating in the decision-making process. The following procedures should be followed:

- Declare the conflict of interest
- State the basis of the conflict of interest
- Do not discuss or vote on the mater
- Step down from the podium and leave the room until the item is completed or unless the Political Reform Act allows the member to remain in the room

#### 5.11 Voting

To be passed, all motions and resolutions must receive the affirmative votes of no less than the majority of the voting members constituting a quorum. The abstention of voting by any member shall not break the quorum.

Newly appointed members may vote on items immediately after appointment provided they have reviewed the record, including tapes, minutes, reports and files on the item upon which they are voting.

#### 5.12 Dissents and Protests

Any Commissioner shall have the right to dissent from any action of the Commission or ruling of the Presiding Officer and have the reason therefore entered in the minutes. Such

dissent shall be in writing, couched in respectful terms and presented to the Commission not later than the next regular meeting following the date of said action.

## 6. Conducting a Meeting

Meetings shall be conducted in such manner as the Chair directs, within the rules herein set forth, and any regularly adopted agenda therefore.

### 6.1 Order of Business within a Meeting

- Call to Order
- Pledge of Allegiance, Invocation & Roll Call
- Approval of Agenda
- Approval of Minutes
- Public Comment (Items not on the Agenda)
- Consent Calendar
- Continued Items
- Public Hearings
- Regular Agenda Items
- Reports By Staff And Planning Commission
- Communications & Petitions
- Agenda Forecast/Future Agenda Items
- Adjournment

### 6.2 Order for Presentation or Hearing of Proposals

- The Chair shall announce the subject of the public hearing, as advertised.
- If a request is made for continuance, a motion may be made and voted upon to continue the public hearing to a specific time and date. If no specific date and time is set, the continued public hearing shall be re-noticed.
- The staff shall be asked to present the substance of the application, staff report and recommendation, and to answer technical questions of the Commission.

### 6.3 Order of Testimony

- Presentation of Applicant's statement – The applicant's presentation shall be limited to fifteen (15) minutes.

- Public Comments – Those who wish to speak on the matter, either for or against, shall be limited five (5) minutes or as otherwise permitted by the Chair.
- If necessary, a rebuttal from the applicant
- Public hearing closed
- The Commission shall then deliberate and either determines the matter or continues the matter to another date and time certain.

#### 6.4 Rules of Testimony

- Persons presenting testimony to the Commission are requested to give their name and address for the record.
- If there are numerous people in the audience who wish to participate on the issue, and it is known that all represent the same opinion, a spokesperson should be selected to speak for the entire group. The spokesperson will thus have the opportunity of speaking for a reasonable length of time and of presenting a complete case.
- No person shall address the Commission without first securing the permission of the Chair to do so.
- All remarks shall be addressed to the Commission as a body and not to any member thereof.
- No questions shall be asked of the Commission or member of the staff except through the Presiding Officer.
- No person, other than the Commissioners and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Commission, without the permission of the Presiding Officer.
- No person shall be allowed to speak twice until others desiring to do so have had the opportunity to speak.

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# CITY OF SUISUN CITY PLANNING COMMISSION

## **RULES OF PROCEDURE**

*Adopted by the Planning Commission on January 28, 1997*

### **ORGANIZATION AND OFFICERS**

#### **A. Organization**

The Planning Commission shall consist of five regular members and shall be organized and exercise such powers as prescribed by the Suisun City Code and any applicable state regulations.

#### **B. Officers**

##### **1. Selection**

- a. A Chair and Vice-Chair shall be elected annually from among the Commission's membership at the first meeting in July to serve at the pleasure of the Commission.
- b. The Vice-Chair shall succeed the Chair if he/she vacates the office before the term is completed, the Vice-Chair to serve the unexpired term of the vacated office. A new Vice-Chair shall be elected at the next regular meeting.
- c. In the absence of the Chair and Vice-Chair, any other member shall call the Commission to order, whereupon a chair shall be elected from the members present to preside.

##### **2. Responsibilities**

The responsibilities and powers of the officers of the Planning Commission shall be as follows:

###### **a. Chair**

- (1) Preside at all meetings of the Commission.
- (2) Call special meetings of the Commission in accordance with legal requirements and the Rules of Procedure.

- (3) Sign documents of the Commission.
- (4) See that all actions of the Commission are properly taken.
- (5) Assist staff in determining agenda items.
- (6) The Chair shall be an ex officio member of the all committees with voice but not vote.

**b. Vice-Chair**

During the absence, disability, or disqualification of the Chair, the Vice-Chair shall exercise or perform all the duties and be subject to all the responsibilities of the Chair.

**C. Duties and Powers**

1. The Planning Commission shall have the power to recommend to the City Council, after a public hearing thereon, the adoption, amendment or repeal of the General Plan or any Specific Plan, or any part thereof, for the physical development of the City.
2. The Planning Commission shall exercise such functions with respect to land subdivisions, planning, and zoning as may be prescribed by the Suisun City Code.
3. The Commission shall advise the City Council on those matters falling within its charged responsibilities in a manner reflecting concern for the overall development and environment of the City as a setting for human activities.
4. If any commissioner is absent for three consecutive regular meetings of the Planning Commission without permission of the Commission expressed in its official minutes, he/she shall relinquish his/her seat on the Commission.

**D. Rules of Order**

Except as otherwise provided in these Rules of Procedure, “Robert’s Rules of Order, Newly Revised,” shall be used as a guide to the conduct of the meetings of the Planning Commission provided, however, that the failure of the Commission to conform to said rules of order shall not, in any instance, be deemed to invalidate the action taken.

**MEETINGS**

**A. Public Meetings**

All meetings shall be held in full compliance with the provision of state law, ordinances of the City, and these Rules of Procedure.

**B. Regular Meetings**

1. Regular meetings shall be held on the second and fourth Tuesday of the month, at 7:00 p.m. in the Council Chambers of the City Hall unless otherwise determined by the Planning Commission or the Planning Director in consultation with the Commission Chair.
2. Whenever a regular meeting falls on a public holiday, no regular meeting shall be held on that day. Such regular meeting may be rescheduled to another business day, or canceled by motion adopted by the Planning Commission or the Planning Director in consultation with the Commission Chair.

**C. Adjourned Meetings**

In the event it is the wish of the Planning Commission to adjourn its meeting to a certain hour on another day, a specific date, time, and place must be set by the Commission prior to the regular motion to adjourn.

**D. Special Meetings**

Special meetings of the Planning Commission may be held at any time upon the call of the Chair, the Planning Director, or by a majority of the voting members of the Commission or upon request of the City Council following at least 24 hours notice to each member of the Commission and to the press. The time and place of the special meeting shall be determined by the convening authority.

**E. Study Sessions/Workshops**

1. The Commission may be convened as a whole or as a committee of the whole in the same manner as prescribed for the calling of a special meeting for the purpose of holding a study session provided that no official action shall be taken and no quorum shall be required.
2. Such meetings shall be open to the public.

**F. Agenda**

1. An agenda for each meeting of the Commission shall be prepared by the Planning Director with the cooperation and approval of the Chair or in his/her absence, the Vice-Chair.
2. There shall be attached to each agenda a report of matters pending further action by the Commission.

3. A copy of the agenda shall be posted in the City Hall for a period of three full calendar days not counting the day of meeting or the day of posting except for Special Meetings which require a minimum 24 hour posting consistent with D above.

## **G. Order of Meetings**

### **1. The Order of Business Shall Be as Follows:**

- a. The Chair shall take the chair precisely at the hour appointed for the meeting and shall immediately call the Commission to order.
- b. The Roll Call of Members present and absent shall be recorded and the establishment of a quorum shall be determined.
- c. Announcements are made. Any revisions to the agenda will be noted.
- d. The minutes of any preceding meeting shall be submitted for approval.
- e. Any member of the audience may comment on any matter which is not listed on the agenda.
- f. The public shall be advised of the procedures to be followed in the meeting.
- g. The Commission shall then hear and act upon those proposals scheduled for consideration or public hearing, together with such other matters of business and report as the Commission or Planning Director finds to require Commission consideration.
- h. Adjournment.

### **2. Presentation or Hearing of Proposals**

The following shall be the order of procedure for public hearings concerning planning and zoning matters:

- a. The Chair shall announce the subject of the public hearing, as advertised.
- b. If a request is made for continuance, a motion may be made and voted upon to continue the public hearing to a definite time and date. If no specific date and time is set, the continued public hearing shall be renoticed.
- c. The staff shall be asked to present the substance of the application, staff report and recommendation, and to answer technical questions of the Commission.
- d. **Order of Testimony.** The order of testimony shall be as follows:

- (1) Applicant's statement
- (2) Public Comments
- (3) If necessary, a rebuttal from the applicant
- (4) Public hearing closed
- (5) The Commission shall then deliberate and either determine the matter or continue the matter to another date and time certain.

e. **Rules of Testimony.** The rules of testimony shall be as follows:

- (1) Persons presenting testimony to the Commission are requested to give their name and address for the record.
- (2) If there are numerous people in the audience who wish to participate on the issue, and it is known that all represent the same opinion, a spokesperson should be selected to speak for the entire group. The spokesperson will thus have the opportunity of speaking for a reasonable length of time and of presenting a complete case.
- (3) To avoid unnecessary repetitive evidence, the Chair may limit the number of witnesses or the time of testimony on a particular issue.
- (4) Irrelevant and off-the-subject comments will be ruled out of order.
- (5) The Chair will not permit any complaints regarding the staff or individual commissioners during a public hearing.
- (6) No person shall address the Commission without first securing the permission of the Chair to do so.
- (7) All comments shall be addressed to the Commission. All questions shall be placed through the Chair.

**H. Motions**

1. A motion to adjourn shall always be in order except during roll call.
2. The Chair of the Commission, or other presiding officer, may make and second motions and debate from the Chair, subject only to such limitations of debate as are imposed on all members of the Commission.

## **I. Voting**

### **1. Voting Requirements**

- a. A quorum shall consist of three members eligible to vote on an item. Members abstaining due to a conflict of interest shall not be counted as part of the quorum.
- b. When a member of the Commission abstains from voting on any matter before it because of a potential conflict of interest, the abstention shall not constitute nor be considered as either a vote in favor of or opposition to the matter being considered.
- c. Unless otherwise specified by law, where the affirmative vote out numbers the negative vote, the motion passes.

### **2. Voting Order**

The order of voting will be rotated each meeting except that the Chair shall vote last.

### **3. Recording of Votes**

The minutes of the Commission's proceeding shall show the vote of each member, including if they were absent or failed to vote on a matter considered.

### **4. Disqualification from Voting**

A member shall disqualify himself/herself from voting in accordance with the Planning Commission Conflict of Interest Code. When a person disqualifies himself/herself, he/she shall state prior to the consideration of such matter by the Commission that he/she is disqualifying himself/herself due to a possible conflict of interest and shall then leave the voting area.

## **Review and Amendments Procedure**

A. These Rules of Procedure may be reviewed in July of each year by a subcommittee appointed by the Chair with the general agreement of the Commission. The review subcommittee shall present their recommendation for amending, or not amending, these rules.

B. In addition, these Rules of Procedure may be amended at any meeting of the Planning Commission by a majority of the membership of the Commission provided that notice of the proposed amendment is received by each commissioner not less than 5 days prior to said meeting.

## **Selection and Responsibilities of Chair and Vice Chair**

Being Chair is a rewarding experience but involves a number of responsibilities in addition to running the Commission meetings. Normally, a lot of extra time is spent both preparing for such meetings and working with the Planning Director and others on various matters such as those noted below.

Those Planning Commissioners who have not served as Chair might discuss the responsibilities with the present or former chairperson to get a better idea of what is involved.

It has been the Commission's practice for Commission members to take turns being the Chair and the Vice-Chair. Sometimes members serve one term and sometimes two consecutive terms. Seniority is often a consideration but does not have to be a deciding factor. Also, consideration should be given to a member's ability and effectiveness as chair in making the selection. Of course, sometimes individual Commission members prefer not to be the Vice-Chair and/or the Chair and that should be respected.

The following is a list of many of the Planning Commission Chair's responsibilities. A number of these can fall on the Vice-Chair in the Chair's absence.

- A. Preside at all meetings of the Commission.
- B. Call special meetings of the Commission in accordance with legal requirements and the Rules of Procedure.
- C. Sign documents of the Commission.
- D. See that all actions of the Commission are proper.
- E. Assist staff in determining agenda items.
- F. Appoint committees as necessary.
- G. Assist staff in determining whether certain matters can be handled administratively or should come to the Planning Commission.
- H. Attend certain City Council, County Planning Commission and other meetings as the Planning Commission's representative.
- I. Communicate informally as necessary with the Mayor, City Councilmembers, and City Manager on certain Planning Commission matters.
- J. Assist in the orientation and education of new Planning Commission members.

- K. Write and approve letters on behalf of the Planning Commission.

## **Procedures for Chairing Meetings**

The following steps are normally appropriate for regular Planning Commission meetings:

- A. **Call the meeting to order** promptly at the appointed hour (if a quorum exists).
- B. **Roll Call.** Ask the staff to call the roll.
- C. **Update Agenda.** Ask whether staff or commissioners have any proposed changes to the agenda and indicate when and how those new items will be considered.
- D. **Minutes.** Note the minutes on the agenda and, unless changes are necessary, ask for a motion to approve them. Voice vote is sufficient.
- E. **Communications.** Announce that this is the time on the agenda that any member of the audience may comment on any matter which is not listed on the agenda.
- F. Announce to the audience certain Planning Commission procedures:

The Planning Commission normally ends its meetings at 11:00 p.m. even if it necessitates carrying items over to another meeting. The Planning Commission will not consider a new item on the agenda after 11:00 p.m., except under unusual circumstances.

In order to assist in completing the agenda items, please be brief and to the point; preferably 2 to 5 minutes. The maximum time limit is 10 minutes unless prior arrangements have been made.

Please use the microphone and write your name and address on the speakers card and turn them into staff so that we have the information for the record.

G. **Regular Agenda Items:**

- 1. **Announce** the item.
- 2. Ask the staff to present the **staff report**.
- 3. Ask the Planning Commission if they have **any questions** for the staff.
- 4. **Open** the public hearing. If it is necessary to continue the public hearing, make sure that the hearing is opened (and not closed) and continued to a specific time and date.

5. Invite the **applicant** to speak.
6. Invite **others who have an interest in** the application to speak.

**Instructions to audience:** If you decide to speak, please start by giving your name and address and completing the sign-up sheet at the podium. Then tell the Commission your concerns. We want your views; don't worry about how to say them. If several people have spoken, try not to be repetitious. If there are several with the same concerns, please try to appoint a spokesperson. The Commission is particularly interested in the specific reasons you are for or against a proposal because the Commission's decision needs to be based on specific reasons.

7. Ask the staff if any **written communications** have been re-received and, if so, have them either read into the record or summarized as appropriate.
8. Allow, if necessary, the applicant to make a **rebuttal** statement. This must be brief and limited to a rebuttal of comments made by those in opposition.
9. **Close** the public hearing.
10. Ask the Planning Commission if they have **any questions** for the staff or public hearing speakers.
11. Turn the item over to the Planning Commission for **discussion**. It may be appropriate to focus or structure the discussion regarding certain issues or questions. If the Commissioners do not volunteer comments, it may be necessary to ask individual Commissioners what they think about specific points. Normally, the Commission should first discuss land use and zoning issues, and then deliberate on specific conditions and details rather than mixing the two or beginning with details.
12. After a motion and second are made, **restate the motion** or at least get confirmation from the Planning Commission that everyone is clear on the motion prior to voting if necessary.
13. Call for **the question** (vote). **Roll call vote** may be used when necessary.
14. Following the voting, **announce** the Planning Commission's **action to the audience**. Indicate whether the action is final or whether it is a recommendation to the City Council as well as the appeal procedure, if applicable. Indicate when the City Council is scheduled to consider the matter and encourage participation. Indicate, **if there are any questions** regarding this action, possible appeal procedures, etc., that the Planning Department should be contacted for assistance.

- I. **Adjournment:** Prior to adjourning the meeting, ask staff whether the meeting needs to be adjourned to a specific time and date.

*planning\forms\pc\_rules.doc*

## Chapter 2.20 - PLANNING COMMISSION

## 2.20.010 - Established.

A planning commission of the city is created and established.

(Ord. 268 § 1, 1955)

(Ord. No. 735, § 1, 10-20-2015)

## 2.20.020 - Membership.

The planning commission of the city shall consist of seven members, appointed by the mayor with the approval of the city council. All members shall maintain U.S. citizenship.

(Ord. 469 § 1, 1983; Ord. 268 § 2, 1955)

(Ord. No. 735, § 1, 10-20-2015)

## 2.20.030 - Powers and duties.

Except as otherwise established within this Code, Title 17 and Title 18, the planning commission shall have the powers and duties conferred upon the planning agency by the provisions of Title 7 of the Government Code of California, and any other laws of the state applicable thereto.

(Ord. 268 § 3, 1955)

(Ord. No. 735, § 1, 10-20-2015)

## 2.20.035 - Compensation.

All members of the planning commission shall receive compensation as determined from time to time by the city council.

(Ord. 584 § 1, 1990)

(Ord. No. 735, § 1, 10-20-2015)

## 2.20.040 - Terms, vacancies and removal.

Terms of office shall expire on January 5th in odd years. Planning commissioners shall serve until a successor is appointed.

Vacancies on the commission shall be filled for the unexpired term by appointment of the mayor with city council approval.

Commissioners may be removed from the planning commission at any time by a majority vote of the city council.

(Ord. 644 § 1, 1998: Ord. 505 § 2, 1984: Ord. 268 § 4, 1955)

(Ord. No. 735, § 1, 10-20-2015)

**Editor's note**— Ord. No. 735, § 1, adopted October 20, 2015, amended § 2.20.040 to read as set out herein. Previously § 2.20.040 was titled "Terms."

#### 2.20.050 - Failure to attend meetings.

If any commissioner fails to attend three meetings of the commission scheduled in any fiscal year without any such absence being excused by the commission, his or her office as commissioner shall automatically and immediately become vacant.

(Ord. 469 § 2, 1983: Ord. 268 § 5, 1955)

(Ord. No. 735, § 1, 10-20-2015)

#### 2.20.055 - Bylaws.

The planning commission is authorized and directed to prepare and adopt such bylaws as it determines appropriate to guide the conduct of commission business. Such bylaws shall be adopted by a majority of the planning commission and shall be forwarded to the city council for approval. City council may at any time, by a majority vote of the city council, direct revisions to the planning commission bylaws as determined necessary and appropriate by the city council. Lacking any such direction the planning commission bylaws shall be considered valid and in effect.

(Ord. No. 735, § 1, 10-20-2015)

## AGENDA TRANSMITTAL

**MEETING DATE:** May 7, 2019

**JOINT AGENDA ITEM:** East West Water Transmission Pipeline Project – (McNamara)

- a. Council Adoption of Resolution No. 2019-\_\_\_: Authorizing the City Manager to Execute Documents Related to the Creation and Sale of a Certain Easement Required to Facilitate the East West Water Transmission Pipeline Project on a Portion of APN 0032-230-280; and
- b. Housing Authority Adoption of Resolution No. HA 2019-\_\_\_: Authorizing the City Manager/Executive Director to Execute Documents Relating to the Creation and Sale of Certain Easements Required to Facilitate an East West Water Transmission Pipeline Project on a Portion of APN 0032-230-290 and APN 0032-230-280.

**FISCAL IMPACT:** The City of Fairfield shall pay the Housing Authority of the City of Suisun City (the “Housing Authority”) the total sum of Thirty-Five Thousand Five Hundred Fifty-Five Dollars (\$35,555), which is comprised of: (i) \$3,235 for permanent Water Transmission Easement impacting Housing Authority land; and (ii) \$32,320 for a Temporary Construction Easement (“TCE”) impacting Housing Authority land. In addition, Fairfield shall pay the City of Suisun City the total sum of \$2,370 for a permanent Water Transmission Easement impacting City of Suisun City land. Total combined OFFER \$37,925.

**BACKGROUND:** The City of Fairfield is completing one of the last segments of the East West Water Transmission Pipeline Project (“Project”), which aims to improve the transmission of public water between the eastern and western regions of Fairfield. The Project has been ongoing for several years but will soon near its completion with this Segment 4, which is projected to construct in Summer 2019.

The Project requires the installation of a 36” water transmission pipeline through a portion of the City of Suisun City’s property identified as APN 0032-230-280 (City of Suisun City) and a portion of the Housing Authority of Suisun City property identified as APN 0032-230-290 (collectively, “Properties”).

The small parcel 280 is vested in Suisun City, while parcel 290 is owned by the Housing Authority of Suisun City. Both parcels were purchased from Suisun City Redevelopment Agency in March of 2011. Because they are adjacent, and both are controlled by the same entity (City of Suisun City) both parcels were combined into a single appraisal.

**STAFF REPORT:** Two permanent Water Transmission Easements and a Temporary Construction Easement will be created to accommodate this project. The first permanent Water Transmission Easement of approximately 9,471 square feet on the small parcel 280 and the second permanent Water Transmission Easement of approximately 6,470 square feet on the larger parcel 290 are for the benefit of the City of Fairfield to accommodate the improvements necessary to complete the connection to a proposed water line on adjacent land owned by the City of Fairfield. A Temporary Construction Easement (TCE) is proposed on the bigger Housing Authority parcel 290, which will

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

Tim McNamara, Development Director  
 Matt Medill Public Works Director  
 Greg Folsom, City Manager

be used for materials and equipment and access during construction. It should be noted that the smaller parcel 280 is already encumbered by a drainage easement in favor of the City of Fairfield so that this proposed water line easement will cross land that is already partially encumbered. The larger parcel 290 is already defined by a 10'-wide fuel line easement on its northwesterly border so that the addition of this proposed 30'-wide water line easement will be impacting land that is already defined by an existing easement.

The City of Fairfield is compensating the City of Suisun and City of Suisun City Housing Authority for all easements in the amount of \$37,925, which was based on an independent appraisal by Smith & Associates. Of this amount, \$35,555 represents the total purchase price for the permanent Water Transmission Easement and TCE to be paid to the City of Suisun City Housing Authority and \$2,370 is the amount to be paid to Suisun City for the permanent Water Transmission Easement. Fairfield provided funding for the appraisal to engage a third-party appraiser to ensure the Housing Authority and City were provided compensation that was not less than a fair-market value. Smith & Associates opined the Market Value of the two permanent water transmission easements and a Temporary Construction Easement (TCE) on December 20, 2018.

The third easement, which is temporary in nature, is necessary to accommodate the project. A Temporary Construction Easement (TCE) containing approximately 107,732 square feet would be granted. While construction in the TCE area is expected to take less time, the project is proposing a window of one year, starting about July of 2019. The TCE Term shall commence upon Fairfield's grant of a Notice to Proceed to Fairfield's contractor ("TCE Commencement Date") and shall conclude the date which is the earlier of: (i) the date which is twelve (12) calendar months after the TCE Commencement Date; or (ii) the date when a Notice of Completion of the Project has been filed by Fairfield. Fairfield is providing compensation to the Housing Authority for the TCE in the amount of \$32,320, which was the conclusion of value by the Smith & Associates appraisal. Attachment 3 provides a graphic depicting the size, shape, and local vicinity of the TCE.

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**RECOMMENDATION:** It is recommended that the City of Suisun City and the Suisun City Housing Authority adopt Resolution No. HA 2019-\_\_\_ and Resolution No. \_\_\_\_: Authorizing the City Manager/Executive Director to Execute Documents Relating to the Creation and Sale of Certain Easements Required to Facilitate a City of Fairfield East West Water Transmission Pipeline Project on Portions of APN 0032-230-290 and APN 0032-230-290

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**ATTACHMENTS:**

1. Council Adoption of Resolution No. 2019-\_\_\_: Authorizing the City Manager to Execute Documents Related to the Creation and Sale of a Certain Easement Required to Facilitate the East West Water Transmission Pipeline Project on a Portion of APN 0032-230-280.
2. Housing Authority Adoption of Resolution No. HA 2019-\_\_\_: Authorizing the City Manager/Executive Director to Execute Documents Relating to the Creation and Sale of Certain Easements Required to Facilitate an East West Water Transmission Pipeline Project on a Portion of APN 0032-230-290 and APN 0032-230-280.
3. Location Map – East West Water Transmission Pipeline
4. Agreement for Acquisition of Water Line Easement, City of Suisun City
5. Agreement for Acquisition of Water Line Easement, Housing Authority City of Suisun
6. Grant of Water Line Easement, City of Suisun City
7. Grant of Water Line Easement, Housing Authority City of Suisun
8. Grant of Temporary Construction Easement, Housing Authority City of Suisun

**RESOLUTION NO. 2019-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS RELATED TO  
THE CREATION AND SALE OF A CERTAIN EASEMENT REQUIRED TO  
FACILITATE THE EAST WEST WATER TRANSMISSION PIPELINE PROJECT ON  
A PORTION OF APN 0032-230-280**

**WHEREAS**, the City of Fairfield requires the installation of a 36” water transmission pipeline through a portion of the Suisun City (“City”) property identified as APN 0032-230-280 and Housing Authority (“Authority”) property identified as APN 0032-230-290 to complete one of the last segments of the East West Water Transmission Pipeline Project (“Project”); and

**WHEREAS**, one 9,471 square feet permanent Water Transmission Easement on a portion of the City property for the benefit of the City of Fairfield to accommodate the improvement necessary to complete the connection to a proposed water line on adjacent land owned by the City of Fairfield; and

**WHEREAS**, one 107,732 square feet Temporary Construction Easement (TCE) on a portion of Authority property for the benefit of the City of Fairfield, and

**WHEREAS**, one 6,470 square feet permanent Water Transmission Easement on a portion of Authority property for the benefit of the City of Fairfield, and

**WHEREAS**, the TCE term shall commence upon Fairfield’s grant of a Notice to Proceed to Fairfield’s contractor (“TCE Commencement Date”) anticipated for July 2019 and shall conclude the date which is the earlier of: (i) the date which is twelve (12) calendar months after the TCE Commencement Date; or (ii) the date when a Notice of Completion of the Project has been filed by Fairfield; and

**WHEREAS**, the City of Fairfield is compensating the City \$2,370 for a permanent easement on City property and Authority \$3,235 for the permanent easement and Authority \$32,320 for the temporary easement for a total to Authority of \$35,555 and a total for the entire Project of \$37,925;

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

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Section 1. The above recitals are true and correct.

Section 2. The City Council hereby authorizes the City Manager to Execute Documents Related to the Creation and Sale of a Certain Easement Required to Facilitate the East West Water Transmission Pipeline Project on a Portion of APN 0032-230-280.

**PASSED AND ADOPTED** at a regular meeting of the Suisun City Council on the 7<sup>th</sup> day of May 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 7<sup>th</sup> day of May 2019.

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

**RESOLUTION NO. HA 2019-**

**A RESOLUTION OF THE CITY OF SUISUN CITY HOUSING AUTHORITY  
AUTHORIZING THE CITY MANAGER/EXECUTIVE DIRECTOR TO EXECUTE  
DOCUMENTS RELATED TO THE CREATION AND SALE OF CERTAIN  
EASEMENTS REQUIRED TO FACILITATE THE EAST WEST WATER  
TRANSMISSION PIPELINE PROJECT ON A PORTION OF APN 0032-230-290**

**WHEREAS**, the City of Fairfield requires the installation of a 36” water transmission pipeline through a portion of the Housing Authority (“Authority”) property identified as APN 0032-230-290 and a portion of the Suisun City (“City”) property identified as APN 0032-230-280 to complete one of the last segments of the East West Water Transmission Pipeline Project (“Project”); and

**WHEREAS**, One 6,470 square feet permanent Water Transmission Easement on a portion of Authority property for the benefit of the City of Fairfield to accommodate the improvement necessary to complete the connection to a proposed water line on adjacent land owned by the City of Fairfield; and

**WHEREAS**, One 9,471 square feet permanent Water Transmission Easement on a portion of the City property; and

**WHEREAS**, one 107,732 square feet Temporary Construction Easement (TCE) on Authority property will be used for materials and equipment and access during construction; and

**WHEREAS**, the TCE term shall commence upon Fairfield’s grant of a Notice to Proceed to Fairfield’s contractor (“TCE Commencement Date”) anticipated for July 2019 and shall conclude the date which is the earlier of: (i) the date which is twelve (12) calendar months after the TCE Commencement Date; or (ii) the date when a Notice of Completion of the Project has been filed by Fairfield; and

**WHEREAS**, the City of Fairfield is compensating the Authority \$3,235 for the permanent easement and \$32,320 for the temporary easement for a total \$35,555 and compensating the City \$2,370 for a permanent easement on City property for a total of \$37,925 for the entire Project; and

**NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF SUISUN CITY, AS FOLLOWS:**

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Section 1. The above recitals are true and correct.

Section 2. The Authority hereby authorizes the City Manager/Executive Director to Execute Documents Related to the Creation and Sale of Certain Easements Required to Facilitate the East West Water Transmission Pipeline Project on a Portion of APN 0032-230-290.

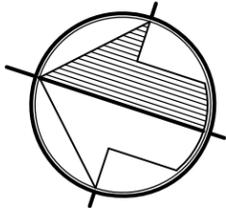
**PASSED AND ADOPTED** at a regular meeting of the Suisun City Housing Authority on the 7th day of May 2019 by the following vote:

**AYES:** Board members:  
**NOES:** Board members:  
**ABSENT:** Board members:  
**ABSTAIN:** Board members:

**WITNESS** my hand and the seal of said City this 7th day of May 2019.

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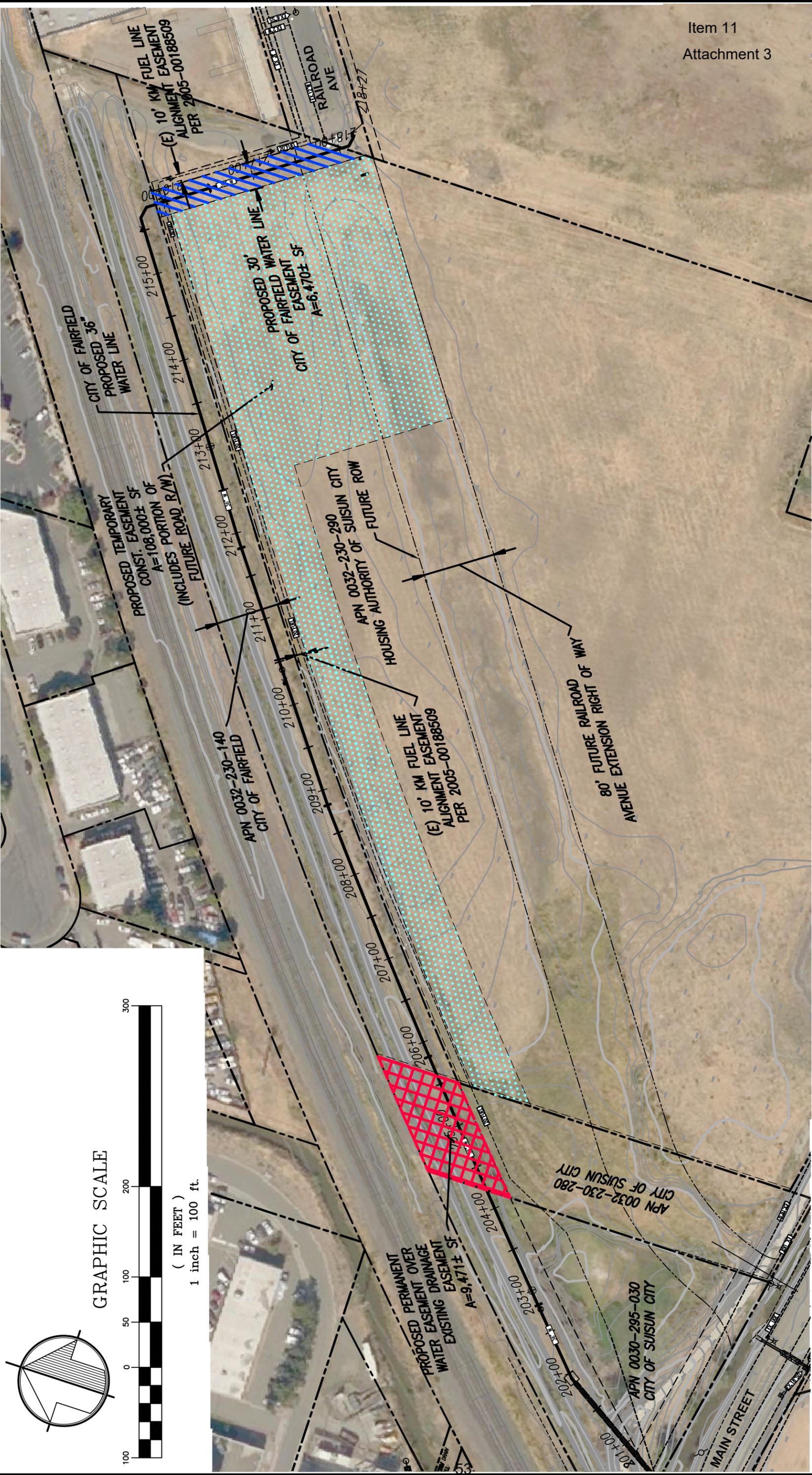
Donna Pock, CMC  
Deputy City Clerk



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.



Item 11  
Attachment 3



**Creegan+D'Angelo**  
INFRASTRUCTURE  
ENGINEERS

2420 Martin Road, Suite 380  
Fairfield, CA 94534  
Tel (707) 429-5300  
Fax (707) 429-2086  
[www.cdengineers.com](http://www.cdengineers.com)

**EAST-WEST WATER TRANSMISSION PIPELINE- SEG 4-36" WATER  
PROPOSED EASEMENTS &  
RAILROAD AVE EXTENSION R/W**

PROJECT #: 60002910-36-4

01/22/19

SHEET 1 OF 1

**EXHIBIT**

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APN: 0032-230-280  
TITLE REPORT NO: P-282430  
PROJECT: East West Water Transmission Pipeline Project  
PROPERTY OWNER: City of Suisun City

## **AGREEMENT FOR ACQUISITION OF WATER LINE EASEMENT**

This AGREEMENT FOR ACQUISITION OF WATER LINE EASEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and between the **CITY OF FAIRFIELD, a California municipal corporation** (“CITY”), and the **CITY OF SUISUN CITY, a municipal corporation** (“PROPERTY OWNER”), with reference and respect to the “Recitals” set forth below. CITY and PROPERTY OWNER are sometimes individually referred to herein as “Party” and collectively as “Parties.”

### RECITALS

This Agreement is entered into with reference to the following facts:

A. PROPERTY OWNER is the owner of the real property located in Suisun City, California 94585, more commonly identified as Solano County Assessor Parcel Number (“APN”) 0032-230-280 (“Subject Property”).

B. CITY desires to acquire a permanent Water Line Easement (“Easement”) on Subject Property for the construction, maintenance and operation of a water transmission pipeline as part of the CITY’s East West Water Transmission Pipeline Project (“Project”). Easement is more particularly described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the covenants, agreements, representations and/or warranties contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each Party, the Parties hereto do hereby agree as follows:

### TERMS/AGREEMENT

1. PURCHASE AND SALE. PROPERTY OWNER agrees to sell Easement to CITY, and CITY agrees to buy Easement from PROPERTY OWNER, on all of the terms and conditions hereinafter set forth in this Agreement.

2. PURCHASE PRICE. The total purchase price for the Easement to be paid by CITY is the sum of: Two Thousand Three Hundred and Seventy Dollars (\$2,370.00) (“Purchase Price”), which shall be paid in full in cash. The Parties acknowledge and agree that the total compensation to be paid by CITY for the Easement is the Purchase Price, which amount is the full and complete acquisition cost based upon the fair market value of the Easement as determined by an independent appraiser.

3. DEED. PROPERTY OWNER covenants and agrees to provide to CITY, concurrently with this executed Agreement, the form labeled as Exhibit "C" Grant of Water Line Easement ("Easement Deed"), attached hereto and incorporated herein by this reference, duly executed and acknowledged by PROPERTY OWNER, granting and conveying the Easement to CITY.

4. AUTHORIZATION TO RECORD DOCUMENTS AND DISBURSE FUNDS. Upon full execution of this Agreement by the Parties, PROPERTY OWNER hereby authorizes CITY to record the Easement Deed with the Solano County Recorder's Office. Purchase Price funds will be released by CITY to PROPERTY OWNER either via hand delivery to PROPERTY OWNER by a CITY authorized agent, certified mail or overnight service as agreed upon by Parties, no later than ten (10) business days after the date of recording of the Easement Deed ("Recording Date").

5. PERMISSION TO ENTER. PROPERTY OWNER hereby grants to CITY and CITY's authorized agents, contractors and consultants, a permission to enter upon Subject Property for the purpose of making inspections and other examination of the Easement area for the purpose of performing soil and geological testing of the site and an environmental site assessment thereof.

If CITY fails to acquire Easement due to CITY's default, this permission shall terminate upon the termination of CITY's right to purchase the Easement. In such event, CITY shall remove all CITY's personal property, facilities, tools and equipment from Subject Property.

6. WARRANTIES AND REPRESENTATIONS OF PROPERTY OWNER. PROPERTY OWNER hereby represents and warrants to CITY the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of and will survive the Recording Date:

- a) That PROPERTY OWNER is the sole owner of the Easement area clear of all liens, claims, encumbrances, encroachments from adjacent properties, encroachments by improvements on the area or rights of way of any nature, other than those that may appear on the Preliminary Title Report, provided by Placer Title Company, dated June 29, 2018, with Order Number P-282430.
- b) Neither this Agreement nor anything provided to be done hereunder including the transfer of the Easement to CITY, violates or shall violate any contract, agreement or instrument to which PROPERTY OWNER is a party, or which affects the Easement and the sale of the Easement herein contemplated and does not require the consent of any party not a signatory hereto.
- c) PROPERTY OWNER has no knowledge of any pending, threatened or potential litigation, action or proceeding against CITY or any other party before any court or administrative tribunal which is in any way related to the Easement.



11. FURTHER INSTRUCTIONS. Each Party agrees to execute such other documents as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.

12. AMENDMENTS. Any amendments to this Agreement shall be effective only when duly executed by CITY and PROPERTY OWNER.

13. MISCELLANEOUS

- a) Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California.
- b) Entire Agreement. This Agreement supersedes any prior agreement, oral or written, and together with the Exhibits attached hereto and any agreements delivered pursuant hereto, contains the entire agreement between the Parties on the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof, Parties acknowledge that no person has made any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on PROPERTY OWNER or CITY.
- c) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.
- d) Time is of the Essence. The Parties acknowledge that time is of the essence in this Agreement.
- e) Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
- f) Interpretation and Construction. The Parties agree and acknowledge that the provisions of this Agreement have been reviewed and that each Party has had a full and fair opportunity to revise such provisions. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting Party. Section headings are solely for the convenience of the Parties and are not a part of and shall not be used to interpret this Agreement.

- g) City Manager Authority. The City Manager or designee is hereby directed and authorized to execute such other documents and amendments thereto, including certificates of acceptances, as may be necessary or convenient to implement the terms of this Agreement.

14. ATTORNEY'S FEES. If either Party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this agreement or because of a breach of this Agreement by the other Party, the prevailing Party, whether by suit, negotiation, arbitration or settlement shall be entitled to recover reasonable attorneys' fees from the other Party.

15. ASSIGNMENT. CITY may assign its rights under this Agreement or may designate a nominee to acquire title to the Property; provided, however, that any such assignment or designation shall not relieve CITY of any of its obligations under this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures

**CITY:**  
**CITY OF FAIRFIELD, a municipal corporation**

**PROPERTY OWNER:**  
**CITY OF SUISUN CITY, a municipal corporation**

By: \_\_\_\_\_  
Sean Quinn, Interim City Manager

By: \_\_\_\_\_  
Greg Folsom, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By. \_\_\_\_\_  
Gregory W. Stepanicich, City Attorney

By. \_\_\_\_\_  
Anthony R. Taylor, City Attorney  
Aleshire & Wynder, LLP

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Karen L. Rees, City Clerk

By: \_\_\_\_\_  
Linda Hobson, City Clerk

**Exhibit "A"**  
**Water Line Easement**  
**Legal Description**

BEING PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE CITY OF SUISUN CITY, RECORDED ON DECEMBER 3, 2008 UNDER RECORDERS SERIES NUMBER 200800095656, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE NORTHERLY 70 FEET OF SAID PARCEL (200800095656) MEASURED AT RIGHT ANGLES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL(200800095656) SAID POINT BEING ON THE SOUTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY THENCE ALONG THE EASTERLY LINE OF SAID PARCEL SOUTH 00°00'52" WEST, 93.29 FEET;

THENCE LEAVING SAID EASTERLY LINE ALONG A NON-TANGENT CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS SOUTH 41°40'47" EAST, WITH A RADIUS OF 5609.89 FEET, THROUGH A CENTRAL ANGLE OF 01°23'20", AND AN ARC DISTANCE OF 135.99 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL;

THENCE ALONG SAID WESTERLY LINE NORTH 00°00'52" EAST, 95.33 FEET TO A POINT ON SAID SOUTHERLY RAILROAD RIGHT OF WAY;

THENCE ALONG SAID RAILROAD RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 42°24'42" EAST, WITH A RADIUS OF 5679.89 FEET, THROUGH A CENTRAL ANGLE OF 01°21'29", AND AN ARC DISTANCE OF 134.63 FEET TO THE **POINT OF BEGINNING**.

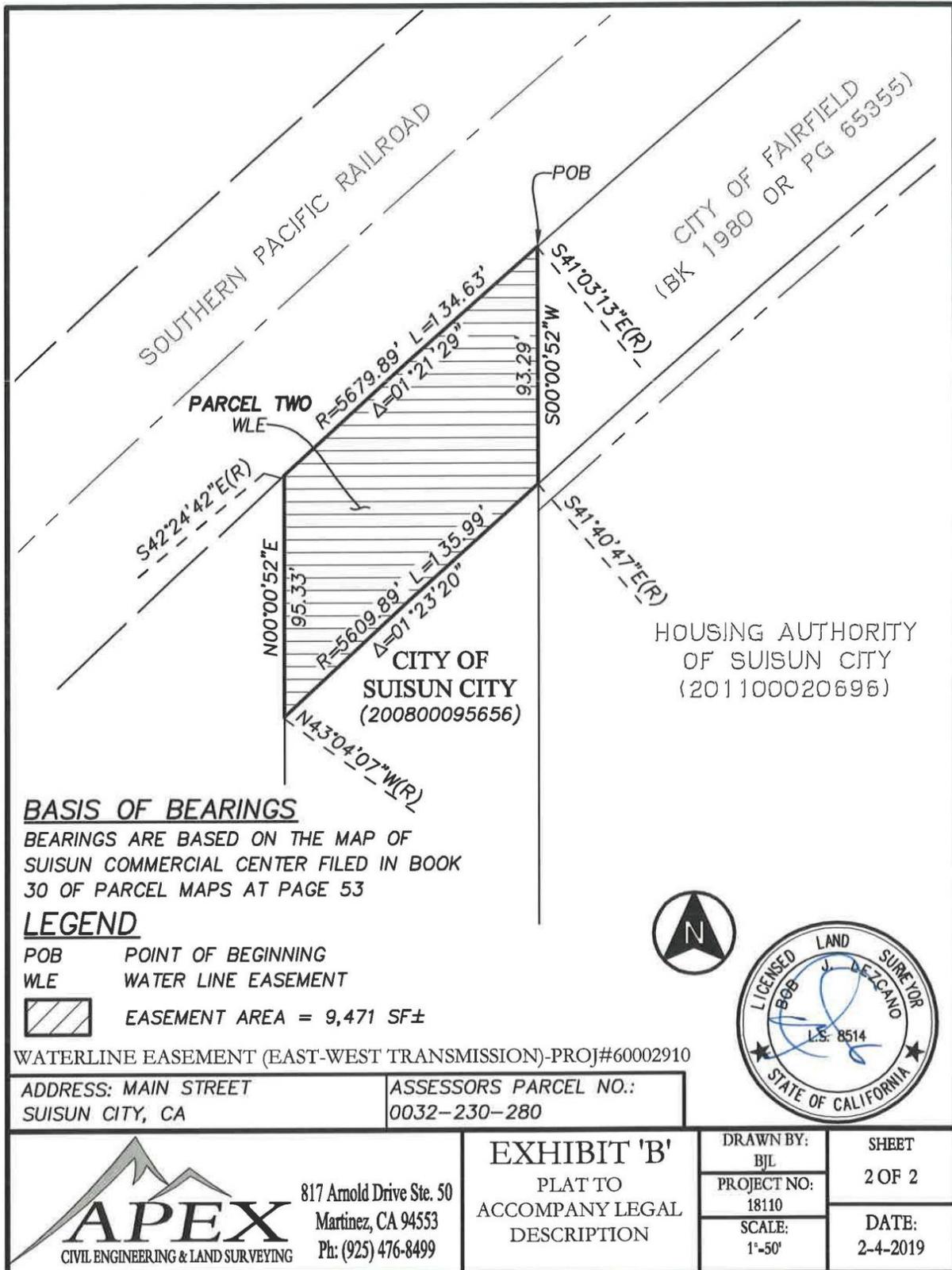
CONTAINING 9,471 SQUARE FEET OF LAND, MORE OR LESS.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT

  
BOB J. LEZCANO-LS8514



**Exhibit "B"**  
**Water Line Easement**  
**Plat Map**

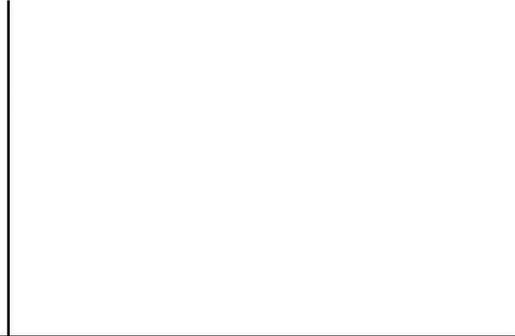


**Exhibit "C"**  
**Form of Grant of Water Line Easement**  
**Page 1 of 2**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

Attention: City Clerk



NO FEE DOCUMENT per Government Code 27383  
R&T 11922 DEED TO PUBLIC AGENCY, -0- TRANSFER TAX DUE  
APN 0032-230-280

SPACE ABOVE FOR RECORDER'S USE ONLY

**GRANT OF WATER LINE EASEMENT**

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, the **CITY OF SUISUN CITY, a municipal corporation ("GRANTOR")** hereby grants to the **CITY OF FAIRFIELD, a California municipal corporation ("GRANTEE")**, an in gross permanent easement across that certain real property in the City of Suisun City, County of Solano, State of California as legally described on Exhibit A and depicted on Exhibit B, solely for an exclusive subsurface water transmission pipeline and equipment related to the pipeline ("**Pipeline**") and non-exclusive surface easement overlaying said pipeline to construct, reconstruct, upgrade, replace, remove, inspect, maintain, repair and operate the Pipeline ("**Easement**").

GRANTOR reserves the right to occupy and use the surface area over the Easement for any purpose which does not unreasonably interfere with the Easement, including, but not limited to, installing bushes, landscaping and walkways (provided walkways are comprised of decomposed granite and aggregate base rock). GRANTOR shall not place or permit any permanent structures over the Easement without the prior written consent of GRANTEE.

GRANTEE accepts the Easement subject to all matters of record and agrees to comply with same.

GRANTEE agrees, at GRANTEE's sole cost and expense, to maintain the Pipeline in good condition and repair at all times. GRANTEE shall use reasonable care at all times with respect to any work on GRANTOR's property and will use reasonable efforts to minimize interference, disturbance and damage to GRANTOR's property. GRANTEE shall repair, replace in-kind or otherwise restore damage to existing property improvements within Easement that were a result of GRANTEE's maintenance work or access. GRANTEE shall indemnify and hold GRANTOR harmless (including attorney's fees) for any and all damages, liens and injuries of any kind resulting from GRANTEE'S use of and access to the Easement.



APN: 0032-230-290  
TITLE REPORT NO: P-282430  
PROJECT: East West Water Transmission Pipeline Project  
PROPERTY OWNER: Housing Authority of Suisun City

## **AGREEMENT FOR ACQUISITION OF WATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT**

This AGREEMENT FOR ACQUISITION OF WATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and between the **CITY OF FAIRFIELD, a California municipal corporation** (“CITY”), and the **HOUSING AUTHORITY OF SUISUN CITY, a public body, corporate and politic** (“PROPERTY OWNER”), with reference and respect to the “Recitals” set forth below. CITY and PROPERTY OWNER are sometimes individually referred to herein as “Party” and collectively as “Parties.”

### RECITALS

This Agreement is entered into with reference to the following facts:

A. PROPERTY OWNER is the owner of the real property located in Suisun City, California 94585, more commonly identified as Solano County Assessor Parcel Number (“APN”) 0032-230-290 (“Subject Property”).

B. CITY desires to acquire a permanent Water Line Easement (“Easement”) and a Temporary Construction Easement (“TCE”) on Subject Property for the construction, maintenance and operation of a water transmission pipeline as part of the CITY’s East West Water Transmission Pipeline Project (“Project”). The Easement and TCE are more particularly described in Exhibits “A-1” and “A-2” and depicted in Exhibits “B-1” and “B-2”, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the covenants, agreements, representations and/or warranties contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each Party, the Parties hereto do hereby agree as follows:

### TERMS/AGREEMENT

1. PURCHASE AND SALE. PROPERTY OWNER agrees to sell Easement and TCE to CITY, and CITY agrees to buy Easement and TCE from PROPERTY OWNER, on all of the terms and conditions hereinafter set forth in this Agreement.

2. PURCHASE PRICE. The total purchase price for the Easement and TCE to be paid by CITY is the sum of: Thirty Five Thousand Five Hundred and Fifty-Five Dollars (\$35,555.00) (“Purchase Price”), which shall be paid in full in cash. The Parties acknowledge and agree that the total compensation to be paid by CITY for the Easement and TCE is the

Purchase Price, which amount is the full and complete acquisition cost based upon the fair market value of the Easement and TCE as determined by an independent appraiser.

3. DEED. PROPERTY OWNER covenants and agrees to provide to CITY, concurrently with this executed Agreement, the form labeled as Exhibit “C-1” Grant of Water Line Easement (“Easement Deed”) and Exhibit “C-2” Temporary Construction Easement, attached hereto and incorporated herein by this reference, duly executed and acknowledged by PROPERTY OWNER, granting and conveying the Easement and TCE to CITY.

4. TEMPORARY CONSTRUCTION EASEMENT

- a) Term. The duration of the TCE (“TCE Term”) shall remain in effect for no longer than a twelve (12) calendar month period. The TCE Term shall commence upon CITY’s grant of a Notice to Proceed to CITY’s contractor (“TCE Commencement Date”) and shall conclude the date which is the earlier of (“TCE End Date”): (i) the date which is twelve (12) calendar months after the TCE Commencement Date; or (ii) the date when a Notice of Completion of the Project has been filed by CITY.
- b) Option to Extend TCE. PROPERTY OWNER agrees that upon the TCE End Date, CITY has the option to extend the TCE Term on a month-to-month basis. The rate for the extended use of the TCE shall be Two Thousand Seven Hundred Dollars (\$2,700.00) per month. It is further agreed and understood that CITY shall provide PROPERTY OWNER with the written notice of its intent to extend the term of the TCE at least thirty (30) calendar days prior to the TCE End Date. Should an extension be required, PROPERTY OWNER shall execute, acknowledge and deliver for recording a reasonable extension document. PROPERTY OWNER shall not record documentation that will interfere with any such extension.
- c) Restoration. Upon termination of the TCE Term, CITY shall restore the TCE surface area to substantially its original condition prior to the TCE Commencement Date to the extent reasonably practicable.

5. AUTHORIZATION TO RECORD DOCUMENTS AND DISBURSE FUNDS. Upon full execution of this Agreement by the Parties, PROPERTY OWNER hereby authorizes CITY to record the Easement Deed and TCE with the Solano County Recorder’s Office. Purchase Price funds will be released by CITY to PROPERTY OWNER either via hand delivery to PROPERTY OWNER by a CITY authorized agent, certified mail or overnight service as agreed upon by Parties, no later than ten (10) business days after the date of recording of the Easement Deed and TCE (“Recording Date”).

6. PERMISSION TO ENTER. PROPERTY OWNER hereby grants to CITY and CITY’s authorized agents, contractors and consultants, a permission to enter upon Subject Property for the purpose of performing soil and geological testing of the site and an environmental site assessment thereof.

If CITY fails to acquire Easement due to CITY's default, this permission shall terminate upon the termination of CITY's right to purchase the Easement. In such event, CITY shall remove all CITY's personal property, facilities, tools and equipment from Subject Property.

7. WARRANTIES AND REPRESENTATIONS OF PROPERTY OWNER. PROPERTY OWNER hereby represents and warrants to CITY the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of and will survive the Recording Date:

- a) That PROPERTY OWNER is the sole owner of the Easement and TCE area clear of all liens, claims, encumbrances, encroachments from adjacent properties, encroachments by improvements on the area or rights of way of any nature, other than those that may appear on the Preliminary Title Report, provided by Placer Title Company, dated June 29, 2018, with Order Number P-282430.
- b) Neither this Agreement nor anything provided to be done hereunder including the transfer of the Easement and TCE to CITY, violates or shall violate any contract, agreement or instrument to which PROPERTY OWNER is a party, or which affects the Easement and TCE and the sale of the Easement and TCE herein contemplated and does not require the consent of any party not a signatory hereto.
- c) PROPERTY OWNER has no knowledge of any pending, threatened or potential litigation, action or proceeding against CITY or any other party before any court or administrative tribunal which is in any way related to the Easement or TCE area.

8. CITY'S CONTINGENCIES. For the benefit of CITY and CITY's obligation to consummate the purchase of the Easement and TCE shall be contingent upon and subject to the occurrence of all of the following (or CITY's written waiver thereof, it being agreed that CITY can waive any or all such contingencies) on or before the Recording Date:

- a) That as of the Recording Date, the representations and warranties of PROPERTY OWNER contained in this Agreement is all true and correct.
- b) The delivery of all documents pursuant to Section 4 hereof.
- c) CITY's approval prior to the Recording Date of any environmental site assessment, soils or geological reports, or other physical inspections of the Easement area or Subject Property that CITY might perform prior to the Recording Date.

9. DEFAULT. In the event of a breach or default under this Agreement by either CITY or PROPERTY OWNER, the non-defaulting party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement for the purchase and sale of the Easement and TCE, by delivering written notice thereof to the defaulting party.

10. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with an overnight carrier service. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice.

To CITY:  
City of Fairfield  
Attention: Paul Kaushal  
Interim Public Works Director  
1000 Webster Street  
Fairfield, California 94533  
Phone: 707-428-7477  
E-Mail: pkaushal@fairfield.ca.gov

To PROPERTY OWNER:  
City of Suisun City  
Attention: Tim McNamara  
Development Services Director  
701 Civic Center Blvd.  
Suisun City, California 94585  
Phone: 707-421-7347  
E-Mail: tmcnamara@suisun.com

11. BROKER'S COMMISSIONS. The Parties acknowledge and agree that no brokers, agents or finders, licensed or unlicensed, are involved with this transaction.

12. FURTHER INSTRUCTIONS. Each Party agrees to execute such other documents as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.

13. AMENDMENTS. Any amendments to this Agreement shall be effective only when duly executed by CITY and PROPERTY OWNER.

14. MISCELLANEOUS

- a) Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California.
- b) Entire Agreement. This Agreement supersedes any prior agreement, oral or written, and together with the Exhibits attached hereto and any agreements delivered pursuant hereto, contains the entire agreement between the Parties on the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof, Parties acknowledge that no person has made any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on PROPERTY OWNER or CITY.

- c) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.
- d) Time is of the Essence. The Parties acknowledge that time is of the essence in this Agreement.
- e) Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
- f) Interpretation and Construction. The Parties agree and acknowledge that the provisions of this Agreement have been reviewed and that each Party has had a full and fair opportunity to revise such provisions. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting Party. Section headings are solely for the convenience of the Parties and are not a part of and shall not be used to interpret this Agreement.
- g) City Manager Authority. The City Manager or designee is hereby directed and authorized to execute such other documents and amendments thereto, including certificates of acceptances, as may be necessary or convenient to implement the terms of this Agreement.

15. ATTORNEY'S FEES. If either Party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this agreement or because of a breach of this Agreement by the other Party, the prevailing Party, whether by suit, negotiation, arbitration or settlement shall be entitled to recover reasonable attorneys' fees from the other Party.

16. ASSIGNMENT. CITY may assign its rights under this Agreement or may designate a nominee to acquire title to the Property; provided, however, that any such assignment or designation shall not relieve CITY of any of its obligations under this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures

**CITY:**  
**CITY OF FAIRFIELD, a municipal corporation**

**PROPERTY OWNER:**  
**HOUSING AUTHORITY OF SUISUN CITY, a public body, corporate and politic**

By: \_\_\_\_\_  
Sean Quinn, Interim City Manager

By: \_\_\_\_\_  
Greg Folsom, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gregory W. Stepanicich, City Attorney

By: \_\_\_\_\_  
Anthony R. Taylor, City Attorney  
Aleshire & Wynder, LLP

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Karen L. Rees, City Clerk

By: \_\_\_\_\_  
Linda Hobson, City Clerk

**Exhibit "A-1"**  
**Water Line Easement**  
**Legal Description**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE PARCEL MAP ENTITLED "SUISUN COMMERCIAL CENTER NO. 1610-110" FILED IN BOOK 30 OF PARCEL MAPS AT PAGE 53, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA)

**PARCEL ONE**

BEING PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE HOUSING AUTHORITY OF SUISUN CITY, RECORDED ON MARCH 9, 2011 UNDER RECORDERS SERIES NUMBER 201100020696, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF SAID PARCEL MAP (30 PM 53) AND THE CENTERLINE OF RAILROAD AVENUE, THENCE ALONG SAID WESTERLY BOUNDARY LINE SOUTH 00°00'52" WEST, 39.14 FEET;

THENCE LEAVING SAID WESTERLY BOUNDARY LINE NORTH 35°00'12" WEST, 237.07 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL (201100020696);

THENCE ALONG SAID NORTHERLY LINE NORTH 55°00'18" EAST, 30.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE SOUTH 35°00'12" EAST, 194.25 FEET TO A POINT ON SAID WESTERLY BOUNDARY LINE (30 PM 53);

THENCE ALONG SAID WESTERLY BOUNDARY LINE SOUTH 00°00'52" WEST, 13.14 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6,470 SQUARE FEET OF LAND, MORE OR LESS.

**Exhibit "A-2"**  
**Temporary Construction Easement**  
**Legal Description**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE PARCEL MAP ENTITLED "SUISUN COMMERCIAL CENTER NO. 1610-110" FILED IN BOOK 30 OF PARCEL MAPS AT PAGE 53, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA)

BEING PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE HOUSING AUTHORITY OF SUISUN CITY, RECORDED ON MARCH 9, 2011 UNDER RECORDERS SERIES NUMBER 201100020696, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF SAID PARCEL MAP (30 PM 53) AND THE SOUTHERLY RIGHT OF WAY LINE OF RAILROAD AVENUE THENCE SOUTH 54°59'48" WEST, 300.02 FEET;

THENCE NORTH 35°00'12" WEST, 182.00 FEET;

THENCE SOUTH 54°59'48" WEST, 54.04 FEET;

ALONG A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 5546.89 FEET, THROUGH A CENTRAL ANGLE OF 07°15'30", AND AN ARC DISTANCE OF 702.69 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL;

THENCE ALONG SAID WESTERLY LINE NORTH 00°00'52" EAST, 67.33 FEET;

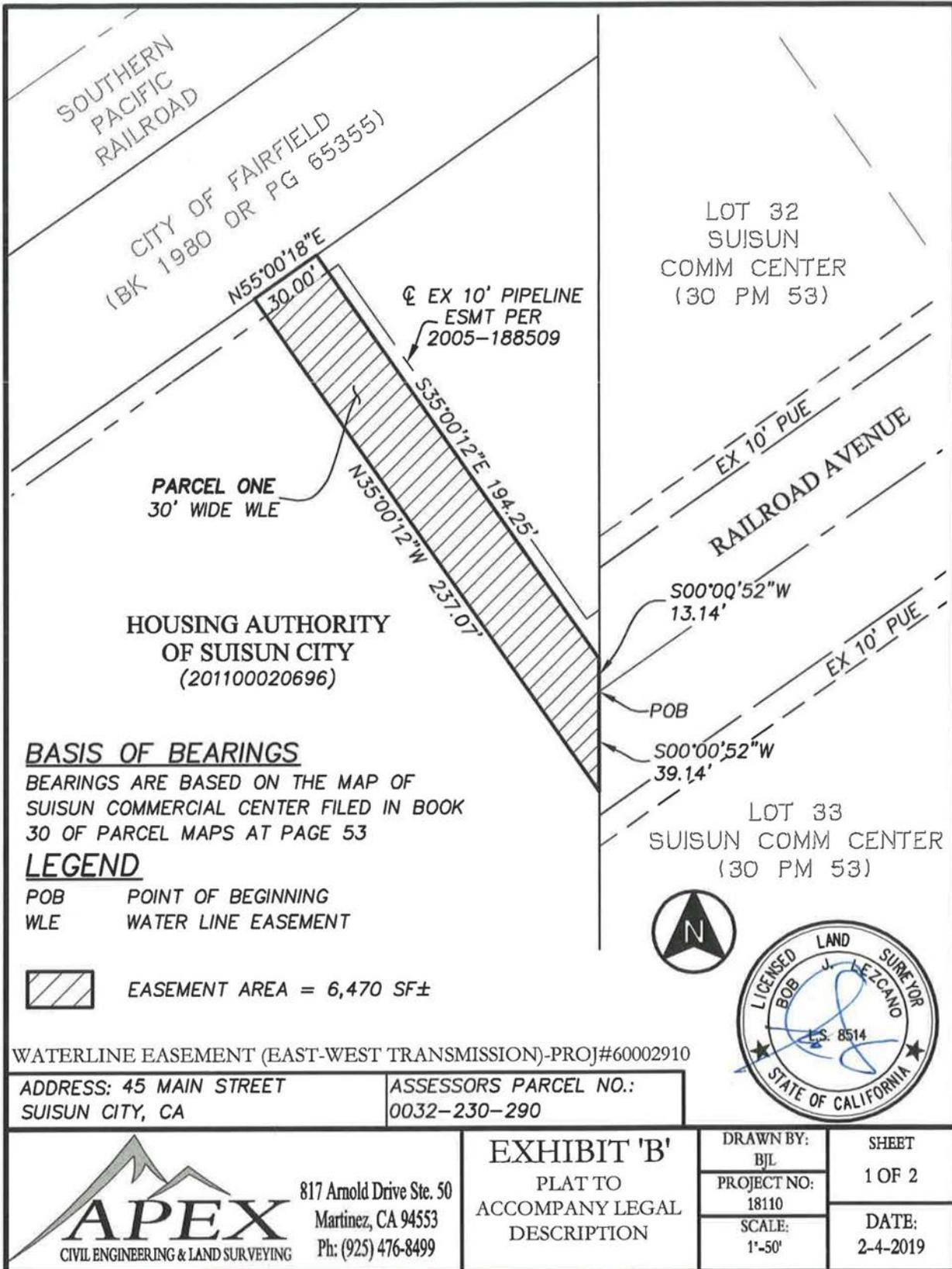
THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 41°47'54" EAST, WITH A RADIUS OF 5596.89 FEET, THROUGH A CENTRAL ANGLE OF 06°47'41", AND AN ARC DISTANCE OF 663.74 FEET;

THENCE NORTH 54°59'48" EAST, 359.61 FEET;

THENCE SOUTH 35°00'12" EAST, 224.07 FEET TO A POINT ON SAID WESTERLY BOUNDARY LINE (30 PM 53);

THENCE ALONG SAID WESTERLY BOUNDARY LINE SOUTH 00°00'52" WEST, 9.69 FEET TO THE **POINT OF BEGINNING**.

**Exhibit "B-1"**  
**Water Line Easement**  
**Plat Map**



**BASIS OF BEARINGS**

BEARINGS ARE BASED ON THE MAP OF  
SUISUN COMMERCIAL CENTER FILED IN BOOK  
30 OF PARCEL MAPS AT PAGE 53

**LEGEND**

POB POINT OF BEGINNING  
WLE WATER LINE EASEMENT

 EASEMENT AREA = 6,470 SF±

WATERLINE EASEMENT (EAST-WEST TRANSMISSION)-PROJ#60002910

ADDRESS: 45 MAIN STREET SUISUN CITY, CA	ASSESSORS PARCEL NO.: 0032-230-290
--	---------------------------------------



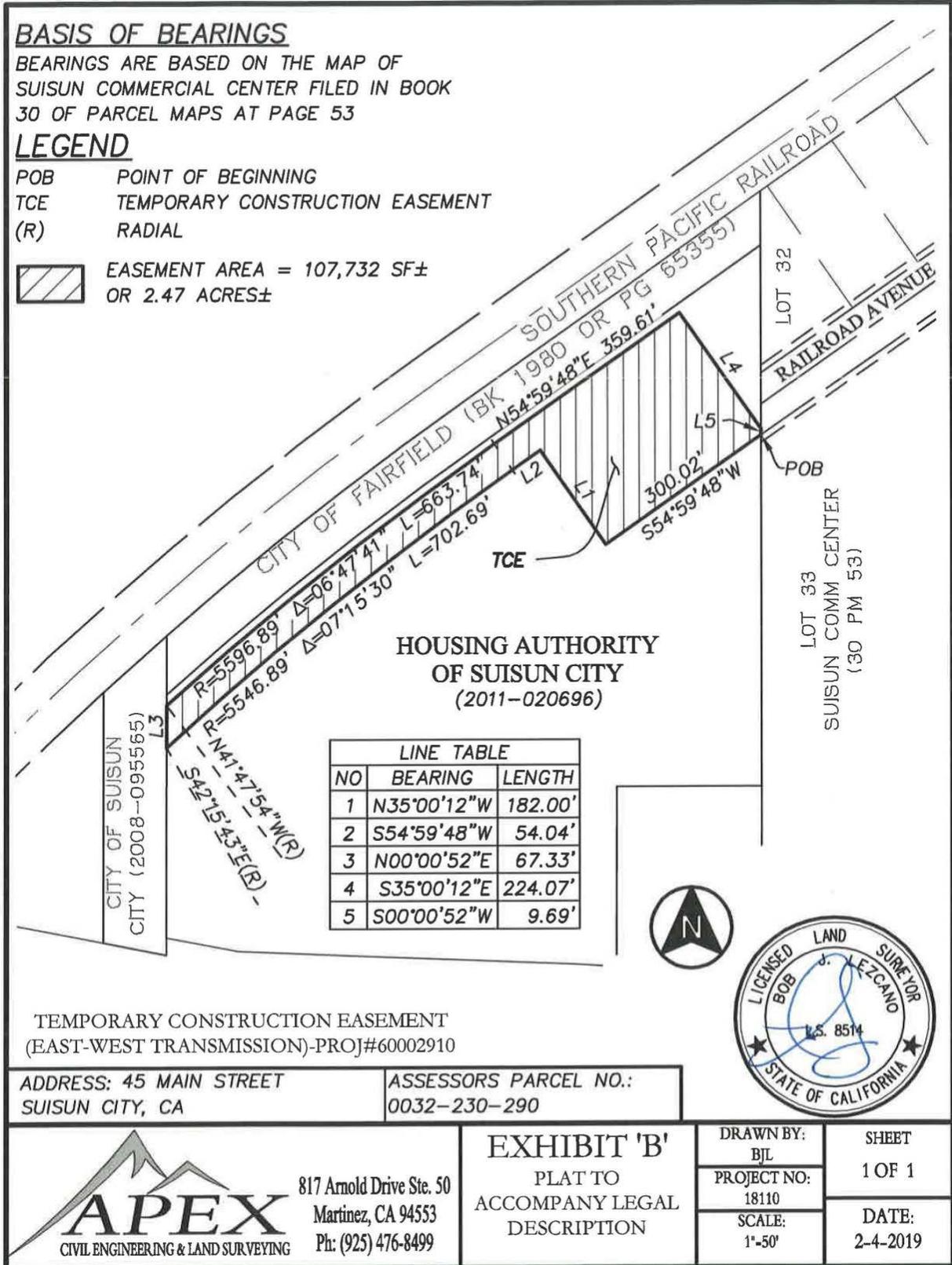
817 Arnold Drive Ste. 50  
Martinez, CA 94553  
Ph: (925) 476-8499

**EXHIBIT 'B'**  
PLAT TO  
ACCOMPANY LEGAL  
DESCRIPTION

DRAWN BY: BJL	SHEET 1 OF 2
PROJECT NO: 18110	DATE: 2-4-2019
SCALE: 1'-50'	



**Exhibit "B-2"**  
**Temporary Construction Easement**  
**Plat Map**



**Exhibit “C-1”  
Form of Grant of Water Line Easement  
Page 1 of 2**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

Attention: City Clerk

NO FEE DOCUMENT per Government Code 27383  
R&T 11922 DEED TO PUBLIC AGENCY, -0- TRANSFER TAX DUE  
APN 0032-230-290

SPACE ABOVE FOR RECORDER’S USE ONLY

**GRANT OF WATER LINE EASEMENT**

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, the **HOUSING AUTHORITY OF SUISUN CITY**, a public body, corporate and politic (“**GRANTOR**”) hereby grants to the **CITY OF FAIRFIELD**, a California municipal corporation (“**GRANTEE**”), an in gross permanent easement across that certain real property in the City of Suisun City, County of Solano, State of California as legally described on Exhibit A and depicted on Exhibit B, solely for an exclusive subsurface water transmission pipeline and equipment related to the pipeline (“**Pipeline**”) and non-exclusive surface easement overlaying said pipeline to construct, reconstruct, upgrade, replace, remove, inspect, maintain, repair and operate the Pipeline (“**Easement**”).

GRANTOR reserves the right to occupy and use the surface area over the Easement for any purpose which does not unreasonably interfere with the Easement, including, but not limited to, installing bushes, landscaping and walkways (provided walkways are comprised of decomposed granite and aggregate base rock). GRANTOR shall not place or permit any permanent structures over the Easement without the prior written consent of GRANTEE.

GRANTEE accepts the Easement subject to all matters of record and agrees to comply with same.

GRANTEE agrees, at GRANTEE’s sole cost and expense, to maintain the Pipeline in good condition and repair at all times. GRANTEE shall use reasonable care at all times with respect to any work on GRANTOR’s property and will use reasonable efforts to minimize interference, disturbance and damage to GRANTOR’s property. GRANTEE shall repair, replace in-kind or otherwise restore damage to existing property improvements within Easement that were a result of GRANTEE’s maintenance work or access. GRANTEE shall indemnify and hold GRANTOR harmless (including attorney’s fees) for any and all damages, liens and injuries of any kind resulting from GRANTEE’S use of and access to the Easement.



**Exhibit “C-2”  
Form of Temporary Construction Easement  
Page 1 of 2**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

Attention: City Clerk

NO FEE DOCUMENT per Government Code 27383  
R&T 11922 DEED TO PUBLIC AGENCY, -0- TRANSFER TAX DUE  
APN 0032-230-290

SPACE ABOVE FOR RECORDER’S USE ONLY

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, the **HOUSING AUTHORITY OF SUISUN CITY, a public body, corporate and politic** (“GRANTOR”), hereby Grant(s) to the **CITY OF FAIRFIELD, a municipal corporation** (“GRANTEE”), an exclusive TEMPORARY CONSTRUCTION EASEMENT (“TCE”), for the purpose of ingress and egress, to support the construction, reconstruction, installation, improvement, repair, inspection, expansion, and maintenance of a water transmission pipeline, and necessary appurtenances thereto, installation of temporary fencing and/or other barriers, machinery and equipment storage, materials storage, and/or temporary staging, on, over, and under (including the right to re-grade the underlying property to conform to the grade of the adjacent street) and across all that certain real property situated in the City of Suisun City, County of Solano, State of California, described as follows:

*See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.*

Grantee’s right to use this TCE shall commence upon the date GRANTEE provides its contractor a Notice to Proceed and shall remain in effect for no longer than a 12-month period, concluding 12 (twelve) months from the date of Notice to Proceed or when a Notice of Completion of the Project has been filed by GRANTEE, whichever occurs first.

Upon the termination of this TCE, Grantee shall record a Notice of Termination of Temporary Construction Easement releasing all Grantee’s right, title and interest in and to this TCE, no later than 60 days following completion of construction of the Project.



RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

Attention: City Clerk

NO FEE DOCUMENT per Government Code 27383  
R&T 11922 DEED TO PUBLIC AGENCY, -0- TRANSFER TAX DUE  
APN 0032-230-280

SPACE ABOVE FOR RECORDER'S USE ONLY

### GRANT OF WATER LINE EASEMENT

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, the **CITY OF SUISUN CITY, a municipal corporation** (“**GRANTOR**”) hereby grants to the **CITY OF FAIRFIELD**, a California municipal corporation (“**GRANTEE**”), an in gross permanent easement across that certain real property in the City of Suisun City, County of Solano, State of California as legally described on Exhibit A and depicted on Exhibit B, solely for an exclusive subsurface water transmission pipeline and equipment related to the pipeline (“**Pipeline**”) and non-exclusive surface easement overlaying said pipeline to construct, reconstruct, upgrade, replace, remove, inspect, maintain, repair and operate the Pipeline (“**Easement**”).

GRANTOR reserves the right to occupy and use the surface area over the Easement for any purpose which does not unreasonably interfere with the Easement, including, but not limited to, installing bushes, landscaping and walkways (provided walkways are comprised of decomposed granite and aggregate base rock). GRANTOR shall not place or permit any permanent structures over the Easement without the prior written consent of GRANTEE.

GRANTEE accepts the Easement subject to all matters of record and agrees to comply with same.

GRANTEE agrees, at GRANTEE's sole cost and expense, to maintain the Pipeline in good condition and repair at all times. GRANTEE shall use reasonable care at all times with respect to any work on GRANTOR's property and will use reasonable efforts to minimize interference, disturbance and damage to GRANTOR's property. GRANTEE shall repair, replace in-kind or otherwise restore damage to existing property improvements within Easement that were a result of GRANTEE's maintenance work or access. GRANTEE shall indemnify and hold GRANTOR harmless (including attorney's fees) for any and all damages, liens and injuries of any kind resulting from GRANTEE'S use of and access to the Easement.

IN WITNESS WHEREOF, GRANTOR has executed this Easement as of the date specified below.

Dated: \_\_\_\_\_, 2019

**GRANTOR:**  
**CITY OF SUISUN CITY, a municipal corporation**

By: \_\_\_\_\_  
Greg Folsom, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER

By: \_\_\_\_\_  
Anthony Taylor, City Attorney

ATTEST:

By: \_\_\_\_\_  
Linda Hobson, City Clerk

**EXHIBIT "A"**  
**Water Line Easement**  
**Legal Description**

BEING PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE CITY OF SUISUN CITY, RECORDED ON DECEMBER 3, 2008 UNDER RECORDERS SERIES NUMBER 200800095656, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE NORTHERLY 70 FEET OF SAID PARCEL (200800095656) MEASURED AT RIGHT ANGLES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL(200800095656) SAID POINT BEING ON THE SOUTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY THENCE ALONG THE EASTERLY LINE OF SAID PARCEL SOUTH 00°00'52" WEST, 93.29 FEET;

THENCE LEAVING SAID EASTERLY LINE ALONG A NON-TANGENT CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS SOUTH 41°40'47" EAST, WITH A RADIUS OF 5609.89 FEET, THROUGH A CENTRAL ANGLE OF 01°23'20" , AND AN ARC DISTANCE OF 135.99 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL;

THENCE ALONG SAID WESTERLY LINE NORTH 00°00'52" EAST, 95.33 FEET TO A POINT ON SAID SOUTHERLY RAILROAD RIGHT OF WAY;

THENCE ALONG SAID RAILROAD RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 42°24'42" EAST, WITH A RADIUS OF 5679.89 FEET, THROUGH A CENTRAL ANGLE OF 01°21'29" , AND AN ARC DISTANCE OF 134.63 FEET TO THE **POINT OF BEGINNING**.

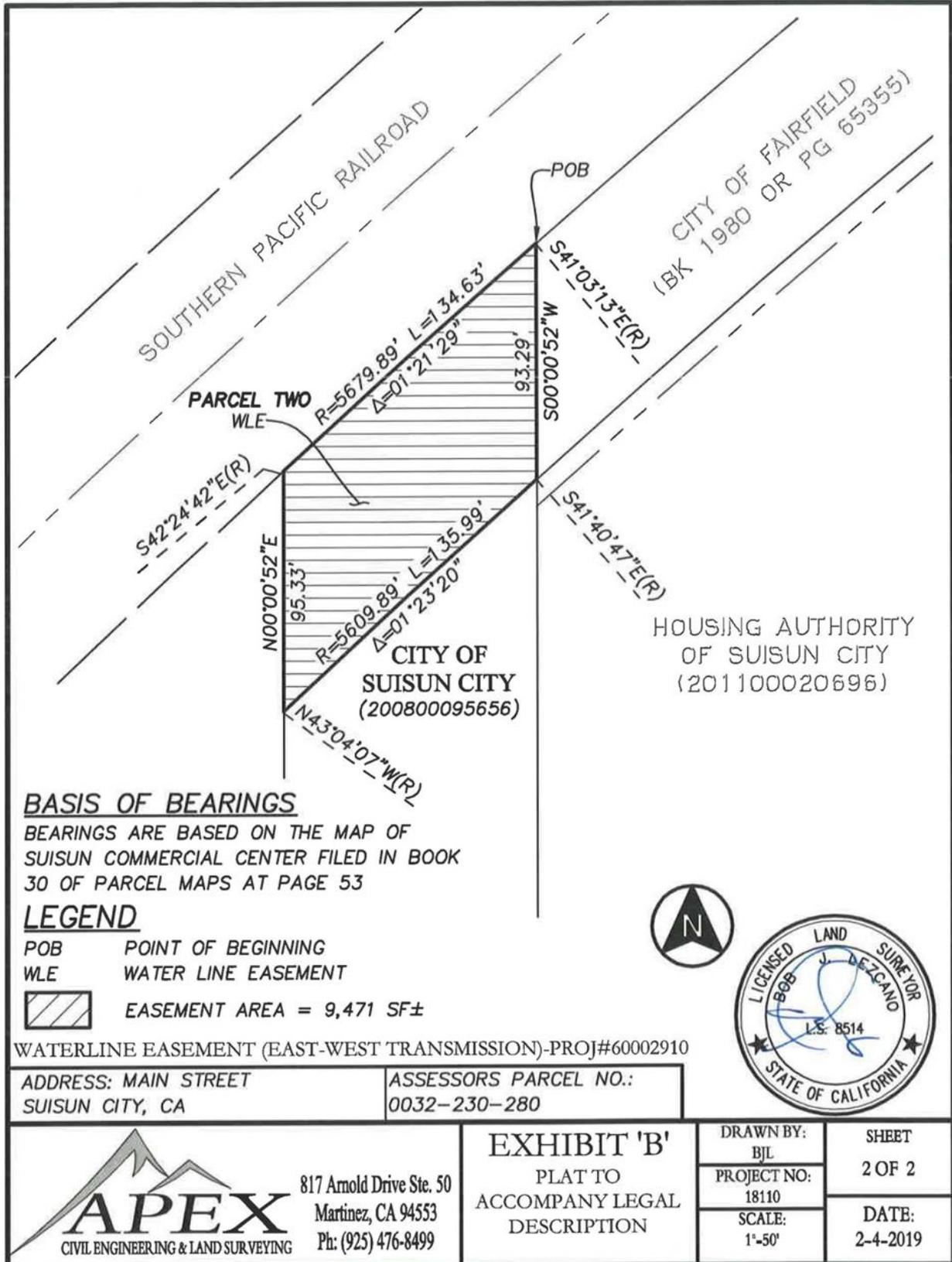
CONTAINING 9,471 SQUARE FEET OF LAND, MORE OR LESS.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT

  
\_\_\_\_\_  
BOB J. LEZCANO-LS8514



**EXHIBIT "B"**  
**Water Line Easement**  
**Plat Map**



**BASIS OF BEARINGS**

BEARINGS ARE BASED ON THE MAP OF SUISUN COMMERCIAL CENTER FILED IN BOOK 30 OF PARCEL MAPS AT PAGE 53

**LEGEND**

- POB POINT OF BEGINNING
- WLE WATER LINE EASEMENT
-  EASEMENT AREA = 9,471 SF±

WATERLINE EASEMENT (EAST-WEST TRANSMISSION)-PROJ#60002910

ADDRESS: MAIN STREET SUISUN CITY, CA	ASSESSORS PARCEL NO.: 0032-230-280
---	---------------------------------------



817 Arnold Drive Ste. 50  
Martinez, CA 94553  
Ph: (925) 476-8499

**EXHIBIT 'B'**  
PLAT TO  
ACCOMPANY LEGAL  
DESCRIPTION

DRAWN BY: BJL	SHEET 2 OF 2
PROJECT NO: 18110	DATE: 2-4-2019
SCALE: 1"=50'	

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**  
**(Govt. Code § 27281)**

This is to certify that the interests in real property identified as Solano County Assessor's Parcel Number 0032-5, located in the City of Suisun, California, conveyed to the **CITY OF FAIRFIELD, a California municipal corporation** ("Grantee"), by the **CITY OF SUISUN CITY** ("Grantor"), pursuant to that certain **Grant of Water Line Easement** dated as of \_\_\_\_\_, 2019, is hereby accepted by Resolution No. \_\_\_\_\_ of the City Council of the Grantee adopted on \_\_\_\_\_, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2019

**CITY OF FAIRFIELD,**  
**a California municipal corporation**

By: \_\_\_\_\_  
Sean Quinn, Interim City Manager

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

Attention: City Clerk

NO FEE DOCUMENT per Government Code 27383  
R&T 11922 DEED TO PUBLIC AGENCY, -0- TRANSFER TAX DUE  
APN 0032-230-290

SPACE ABOVE FOR RECORDER'S USE ONLY

## GRANT OF WATER LINE EASEMENT

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, the **HOUSING AUTHORITY OF SUISUN CITY**, a public body, corporate and politic ("**GRANTOR**") hereby grants to the **CITY OF FAIRFIELD**, a California municipal corporation ("**GRANTEE**"), an in gross permanent easement across that certain real property in the City of Suisun City, County of Solano, State of California as legally described on Exhibit A and depicted on Exhibit B, solely for an exclusive subsurface water transmission pipeline and equipment related to the pipeline ("**Pipeline**") and non-exclusive surface easement overlaying said pipeline to construct, reconstruct, upgrade, replace, remove, inspect, maintain, repair and operate the Pipeline ("**Easement**").

GRANTOR reserves the right to occupy and use the surface area over the Easement for any purpose which does not unreasonably interfere with the Easement, including, but not limited to, installing bushes, landscaping and walkways (provided walkways are comprised of decomposed granite and aggregate base rock). GRANTOR shall not place or permit any permanent structures over the Easement without the prior written consent of GRANTEE.

GRANTEE accepts the Easement subject to all matters of record and agrees to comply with same.

GRANTEE agrees, at GRANTEE's sole cost and expense, to maintain the Pipeline in good condition and repair at all times. GRANTEE shall use reasonable care at all times with respect to any work on GRANTOR's property and will use reasonable efforts to minimize interference, disturbance and damage to GRANTOR's property. GRANTEE shall repair, replace in-kind or otherwise restore damage to existing property improvements within Easement that were a result of GRANTEE's maintenance work or access. GRANTEE shall indemnify and hold GRANTOR harmless (including attorney's fees) for any and all damages, liens and injuries of any kind resulting from GRANTEE'S use of and access to the Easement.

IN WITNESS WHEREOF, GRANTOR has executed this Easement as of the date specified below.

Dated: \_\_\_\_\_, 2019

**GRANTOR:**  
**HOUSING AUTHORITY OF SUISUN CITY,**  
**a public body, corporate and politic**

By: \_\_\_\_\_  
Greg Folsom, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER

By: \_\_\_\_\_  
Anthony Taylor, Authority Counsel

ATTEST:

By: \_\_\_\_\_  
Linda Hobson, Authority Secretary

**EXHIBIT "A"**  
**Water Line Easement**  
**Legal Description**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE PARCEL MAP ENTITLED "SUISUN COMMERCIAL CENTER NO. 1610-110" FILED IN BOOK 30 OF PARCEL MAPS AT PAGE 53, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA)

**PARCEL ONE**

BEING PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE HOUSING AUTHORITY OF SUISUN CITY, RECORDED ON MARCH 9, 2011 UNDER RECORDERS SERIES NUMBER 201100020696, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF SAID PARCEL MAP (30 PM 53) AND THE CENTERLINE OF RAILROAD AVENUE, THENCE ALONG SAID WESTERLY BOUNDARY LINE SOUTH 00°00'52" WEST, 39.14 FEET;

THENCE LEAVING SAID WESTERLY BOUNDARY LINE NORTH 35°00'12" WEST, 237.07 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL (201100020696);

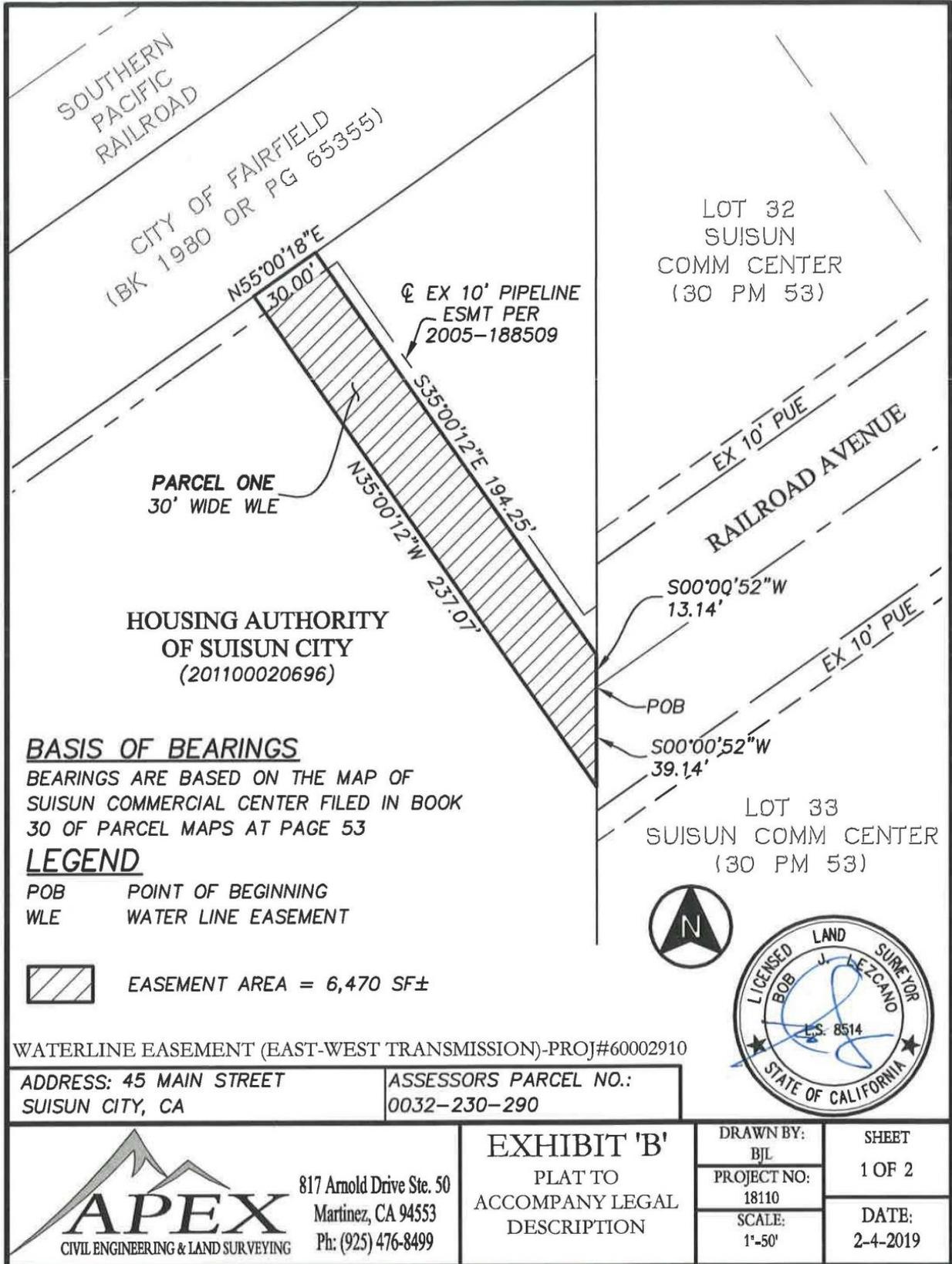
THENCE ALONG SAID NORTHERLY LINE NORTH 55°00'18" EAST, 30.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE SOUTH 35°00'12" EAST, 194.25 FEET TO A POINT ON SAID WESTERLY BOUNDARY LINE (30 PM 53);

THENCE ALONG SAID WESTERLY BOUNDARY LINE SOUTH 00°00'52" WEST, 13.14 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6,470 SQUARE FEET OF LAND, MORE OR LESS.

**EXHIBIT "B"**  
**Water Line Easement**  
**Plat Map**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**  
**(Govt. Code § 27281)**

This is to certify that the interests in real property identified as Solano County Assessor's Parcel Number 0032-230-290, located in the City of Suisun, California, conveyed to the **CITY OF FAIRFIELD, a California municipal corporation** ("Grantee"), by the **HOUSING AUTHORITY OF SUISUN CITY, a public body, corporate and politic** ("Grantor"), pursuant to that certain **Grant of Water Line Easement** dated as of \_\_\_\_\_, 2019, is hereby accepted by Resolution No. \_\_\_\_\_ of the City Council of the Grantee adopted on \_\_\_\_\_, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2019

**CITY OF FAIRFIELD,**  
**a California municipal corporation**

By: \_\_\_\_\_  
Sean Quinn, Interim City Manager

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

Attention: City Clerk

NO FEE DOCUMENT per Government Code 27383  
R&T 11922 DEED TO PUBLIC AGENCY, -0- TRANSFER TAX DUE  
APN 0032-230-290

SPACE ABOVE FOR RECORDER'S USE ONLY

### GRANT OF TEMPORARY CONSTRUCTION EASEMENT

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, the **HOUSING AUTHORITY OF SUISUN CITY, a public body, corporate and politic** ("GRANTOR"), hereby Grant(s) to the **CITY OF FAIRFIELD, a municipal corporation** ("GRANTEE"), an exclusive TEMPORARY CONSTRUCTION EASEMENT ("TCE"), for the purpose of ingress and egress, to support the construction, reconstruction, installation, improvement, repair, inspection, expansion, and maintenance of a water transmission pipeline, and necessary appurtenances thereto, installation of temporary fencing and/or other barriers, machinery and equipment storage, materials storage, and/or temporary staging, on, over, and under (including the right to re-grade the underlying property to conform to the grade of the adjacent street) and across all that certain real property situated in the City of Suisun City, County of Solano, State of California, described as follows:

*See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.*

Grantee's right to use this TCE shall commence upon the date GRANTEE provides its contractor a Notice to Proceed and shall remain in effect for no longer than a 12-month period, concluding 12 (twelve) months from the date of Notice to Proceed or when a Notice of Completion of the Project has been filed by GRANTEE, whichever occurs first.

Upon the termination of this TCE, Grantee shall record a Notice of Termination of Temporary Construction Easement releasing all Grantee's right, title and interest in and to this TCE, no later than 60 days following completion of construction of the Project.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**GRANTOR:**  
**HOUSING AUTHORITY OF SUISUN CITY,**  
a public body, corporate and politic

By: \_\_\_\_\_  
Greg Folsom, City Manager

APPROVED AS TO FORM:

ATTEST:

ALESHIRE & WYNDER

By: \_\_\_\_\_  
Anthony Taylor, Authority Counsel

By: \_\_\_\_\_  
Linda Hobson, Authority Secretary

**Exhibit "A"**  
**Legal Description**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE PARCEL MAP ENTITLED "SUISUN COMMERCIAL CENTER NO. 1610-110" FILED IN BOOK 30 OF PARCEL MAPS AT PAGE 53, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA)

BEING PORTION OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE HOUSING AUTHORITY OF SUISUN CITY, RECORDED ON MARCH 9, 2011 UNDER RECORDERS SERIES NUMBER 201100020696, IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF SAID PARCEL MAP (30 PM 53) AND THE SOUTHERLY RIGHT OF WAY LINE OF RAILROAD AVENUE THENCE SOUTH 54°59'48" WEST, 300.02 FEET;

THENCE NORTH 35°00'12" WEST, 182.00 FEET;

THENCE SOUTH 54°59'48" WEST, 54.04 FEET;

ALONG A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 5546.89 FEET, THROUGH A CENTRAL ANGLE OF 07°15'30", AND AN ARC DISTANCE OF 702.69 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL;

THENCE ALONG SAID WESTERLY LINE NORTH 00°00'52" EAST, 67.33 FEET;

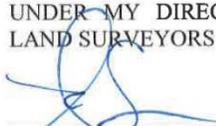
THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 41°47'54" EAST, WITH A RADIUS OF 5596.89 FEET, THROUGH A CENTRAL ANGLE OF 06°47'41", AND AN ARC DISTANCE OF 663.74 FEET;

THENCE NORTH 54°59'48" EAST, 359.61 FEET;

THENCE SOUTH 35°00'12" EAST, 224.07 FEET TO A POINT ON SAID WESTERLY BOUNDARY LINE (30 PM 53);

THENCE ALONG SAID WESTERLY BOUNDARY LINE SOUTH 00°00'52" WEST, CONTAINING 107,732 SQUARE FEET OR 2.47 ACRES OF LAND, MORE OR LESS.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT

  
\_\_\_\_\_  
BOB J. LEZCANO-LS8514



**Exhibit "B"**  
**Plat Map**

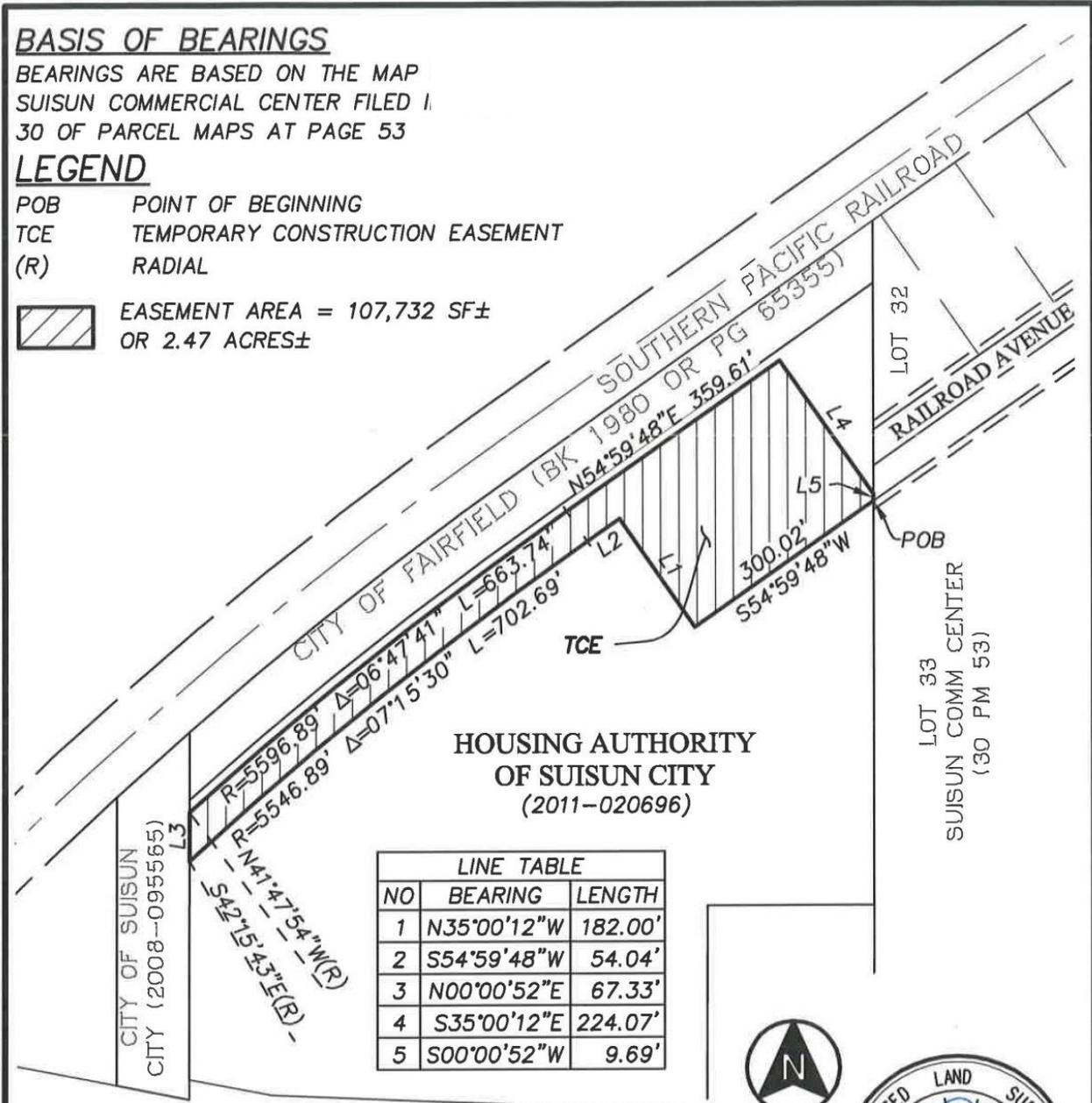
**BASIS OF BEARINGS**

BEARINGS ARE BASED ON THE MAP  
SUISUN COMMERCIAL CENTER FILED I,  
30 OF PARCEL MAPS AT PAGE 53

**LEGEND**

POB POINT OF BEGINNING  
TCE TEMPORARY CONSTRUCTION EASEMENT  
(R) RADIAL

 EASEMENT AREA = 107,732 SF±  
OR 2.47 ACRES±



**HOUSING AUTHORITY  
OF SUISUN CITY**  
(2011-020696)

LINE TABLE		
NO	BEARING	LENGTH
1	N35°00'12"W	182.00'
2	S54°59'48"W	54.04'
3	N00°00'52"E	67.33'
4	S35°00'12"E	224.07'
5	S00°00'52"W	9.69'

TEMPORARY CONSTRUCTION EASEMENT  
(EAST-WEST TRANSMISSION)-PROJ#60002910

ADDRESS: 45 MAIN STREET  
SUISUN CITY, CA

ASSESSORS PARCEL NO.:  
0032-230-290




**APEX**  
CIVIL ENGINEERING & LAND SURVEYING

817 Arnold Drive Ste. 50  
Martinez, CA 94553  
Ph: (925) 476-8499

**EXHIBIT 'B'**  
PLAT TO  
ACCOMPANY LEGAL  
DESCRIPTION

DRAWN BY: BJL	SHEET 1 OF 1
PROJECT NO: 18110	DATE: 2-4-2019
SCALE: 1"-50'	

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_,  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

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Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**  
**(Govt. Code § 27281)**

This is to certify that the interests in real property identified as Solano County Assessor's Parcel Number 0032-230-290, located in the City of Suisun, California, conveyed to the **CITY OF FAIRFIELD, a California municipal corporation** ("Grantee"), by the **HOUSING AUTHORITY OF SUISUN CITY, a public body, corporate and politic** ("Grantor"), pursuant to that certain **Grant of Temporary Construction Easement** dated as of \_\_\_\_\_, 2019, is hereby accepted by Resolution No. \_\_\_\_\_ of the City Council of the Grantee adopted on \_\_\_\_\_, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2019

**CITY OF FAIRFIELD,**  
**a California municipal corporation**

By: \_\_\_\_\_  
Sean Quinn, Interim City Manager

# MINUTES

## SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, APRIL 16, 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 City Council 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 6:30 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

### **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**

1. Personnel Matters

Pursuant to California Government Code Section 54957(b)(1) et seq. the Suisun City Council/Successor Agency will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Attorney.

**6:31 PM – Mayor Wilson recessed the meeting to Closed Sess**

### **CONVENE OPEN SESSION**

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

**7:00 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 7:00 PM.

---

Linda Hobson, CMC  
City Clerk

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**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, APRIL 16, 2019**

**7:00 P.M.**

---

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

---

**NOTICE**

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

(Next Ord. No. – 758)

(Next City Council Res. No. 2019 – 34)

Next Suisun City Council Acting as Successor Agency Res. No. SA2019 - 03)

(Next Housing Authority Res. No. HA2019 – 03)

**ROLL CALL**

Mayor Wilson called the meeting to order at 7:00 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

Pledge of Allegiance was led by Council Member Segala.

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.)*

John Harter reported his business on Main Street had a fire on April 5 and thanked first responders, Mayor Wilson, Council Members Day, Segala, and Williams for contacting him after the fire; and stated International Free Comic Book Day would be held May 4 in the Plaza.

Josh Russo expressed concern of the lack of advertising and notifying citizens about the parking ordinance changes because this would change Suisun City.

Tim Williams requested background and changes on the parking ordinance.

**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.) - None**

1. Mayor Appointed Committee Reports

**PRESENTATIONS/APPOINTMENTS**

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

City Council

2. Introduction and Swearing-in of Suisun City Police Commanders Dan Healy and Jeremy Crone, Sergeants Joe Elliott and Sig Neri, and Police Officer William Welsh; Presentation of Achievement Award to Detective James Sousa – (Paulin).

City Clerk Hobson gave the Oath of Office.

3. Introduction and Swearing-in of Suisun City Volunteer Firefighters Bryan Smith and Che Salabarria – (Vincent).

City Clerk Hobson gave the Oath of Office.

4. Presentation by Jenna Famular, Community Development Manager, MCE, a local government community choice energy agency.

**Council consensus was to go to Step 2 “pass resolution, ordinance, and memorandum of understanding to MCE before June 30, 2019.**

**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. 2019-34: Authorizing the Chief of Police to Execute a Contract to Receive and Administer funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways – (Paulin).
6. Council Adoption of Resolution No. 2019-35: Authorizing the Chief of Police to Execute a Contract to Receive and Administer funding through the California Department of Justice (DOJ), Tobacco Grant Unit – (Paulin).

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

7. 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 April 2, 2019 – (Hobson).

Joint City Council / Suisun City Council Acting as Successor Agency

8. Council/Agency Approval of the March 2019 Payroll Warrants in the Amount of \$642,724.09. Council/Agency Approval of the March 2019 Payable Warrants in the Amount of \$920,489.15 – (Finance).

**Motioned by Council Member Day and seconded by Council Member Adams to approve Consent Calendar with corrections to minutes. Motion carried unanimously by the following roll call vote:**

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

**PUBLIC HEARINGS****GENERAL BUSINESS**City Council

## 9. Hearing

Council Adoption of Resolution No. 2019-36: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California – (Dingman).

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

**Motioned by Council Member Segala and seconded by Council Member Day to adopt Resolution No. 2019-36. Motion carried unanimously by the following roll call vote:**

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

## 10. Neighborhood Reinvestment Program (NRP) and the Façade Improvement Grant for Suisun Businesses (FIGSB) – (McNamara/Rahman).

- a. Presentation of the Outcomes of the Neighborhood Reinvestment Program (NRP) and the Façade Improvement Grant for Suisun Businesses (FIGSB) from Fiscal Year 2017-2018 and 2018-2019; and
- b. Council Adoption of Resolution No. 2019-37: Adopting an Amendment to the Annual Appropriation Resolution No. 2018-68 to Appropriate Additional Funding for the Suisun City Neighborhood Reinvestment Program (NRP).

**Motioned by Council Member Adams and seconded by Council Member Segala to adopt Resolution No. 2019-37. Motion carried unanimously by the following roll call vote:**

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

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

## a. Council/Boardmembers

Council Member Day suggested landowners near fire on Main Street should have been notified, reported staff had cleaned up homeless are around the lighthouse, and reported the slough had a lot of trash.

Council Member Adams suggested City use twitter for emergency notifications; staff look at the trash problem in the water ways; stated California Water Board sent a cease and desist letter to Caltrans; and reported the Brew Bash was successfully attended.

Council Member Williams thanked Police Chief for a tour of the City Police Department and promptly addressing a concern from a citizen; thanked Fire Chief Vincent for his excellent job of handling the fire on Main Street; and Josh Russo for setting up a Facebook page.

## b. Mayor/Chair

Mayor Wilson thanked the fire chief and his department for their quick response to the fire on Main Street; reported receiving lots of pictures of commercial trash; and suggested staff look into the City property next to the boat launch for possible boat storage for Suisun City residents. The consensus of the council was to have staff look into the idea.

## 11. City Manager/Executive Director/Staff

City Manager Folsom reported he and Mayor Wilson had presented at the State of the Cities event; he and Chief Vincent had met with Dr. Klein and given him the information he had requested and told him the emergency plan was being updated; Facebook had been updated to show April 22 5:00 PM was the deadline to submit applications for the committees: Environment and Climate Committee, the Lighting and Maintenance Citizens Advisory Committee and Public Safety Committee. He reported there would be a meeting on April 24 in the Council Chambers to discuss the RV ordinance; on May 1 6:30 PM at the Joe Nelson Center there would be community meeting to discuss the noise ordinance; and Opening Day on the Slough and Blessing of the Fleet Event on Saturday; May 4 at the Yacht Club.

**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.)*

Nancy Lee Liebscher stated citizens are good about complaining but not so good at co-operating and suggested if you see something, pick it up.

**ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 8:58 PM.

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Linda Hobson, CMC  
City Clerk

## AGENDA TRANSMITTAL

**MEETING DATE:** May 7, 2019

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**CITY AGENDA ITEM:** Resolution No. 2019\_\_\_: Authorizing the City Manager to Execute a Master Equity Lease Agreement with Enterprise Fleet Management, Inc. for the replacement of City vehicles, and take other actions as necessary.

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**FISCAL IMPACT:** The 10-year overall savings to the City would be \$211,591 if this program is implemented.

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**BACKGROUND:** The City currently owns and maintains 44 vehicles used by City departments to provide public services, 20 of which are assigned to the Police Department. The average age of these vehicles is 12.2 years and many are well-beyond their intended useful life. In addition, the older vehicles do not meet current standards related to air quality and pollution, resulting in elevated CO2 emissions. The City has historically handled vehicle replacement by allocating relatively small portions of one-time funding to purchase a few vehicles at a time. Currently, 75% of the current light and medium duty fleet is over 10 years old. These older vehicles have much higher fuel and maintenance costs, and tend to be much more unreliable. Staff performed an internal analysis and determined that without a significant investment of approximately \$300,000-\$500,000 per year for the next four to five years, the City will not be able to reverse the trend of an aging and inefficient fleet.

The City's current fleet is less safe to operate, more expensive to manage and repair, and emits greater pollution than newer vehicles. Additionally, the City has no one to provide adequate fleet management and oversight or provide recommendations on replacement schedules, vehicle types, etc.

In an effort to address this growing concern, in the fall of 2018 staff met with Enterprise Fleet Management, Inc. ("Enterprise") which owns and operates the world's largest fleet of leased vehicles. Under their Governmental Fleet Management Program, cities may contract with Enterprise and are eligible to lease vehicles which may include fleet management and support, as well as maintenance services, insurance, etc. Only in the past couple of years has Enterprise included pursuit/patrol vehicles in its portfolio, which has increased the attractiveness of the program to many cities and other government entities. The City can choose to have Enterprise deliver a base vehicle with equipment to be added by the City, or to provide a fully outfitted vehicle with graphics and equipment.

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

Joe Dingman, Administrative Services Director  
Greg Folsom, City Manager

**STAFF REPORT:** At this time, staff is proposing the Council consider a Master Lease Agreement with Enterprise for the immediate addition of one vehicle within the Police Department and that Enterprise perform fleet management activities including procurement and disposal, and maintenance of these City vehicles. While many other vehicles are also eligible for the program staff would like to begin with a small portion of our equipment as a pilot program to determine how the program will work. Advantages of using the program include:

- Allowing the City to begin an organized replacement of its aged fleet;
- Maximizing cash flow opportunities by creating ongoing annual payment for fleet services versus funding the entire cost of a vehicle up front;
- Utilizing the expertise of an Enterprise fleet manager to make recommendations to the City regarding available options and ensures the City receives the best rebates and bids by utilizing State procurement contracts coupled with experience as the world's largest fleet operator;
- Increasing employee safety, efficiency and satisfaction by enabling quicker replacement of outdated and unsafe vehicles. The vehicles will be procured and equipped according to staff needs, then delivered in a turn-key fashion;
- Reducing CO2 emissions from aged vehicles by procurement of new, environmentally friendly equipment; and
- Reducing the amount of City staff time spent on procurement, disposal, equipping and maintaining City fleet.

Lease cycles for most vehicles are sixty (60) months, although the City may want to consider a slightly shorter term with pursuit vehicles. Utilizing this program will provide a consistent, preventive maintenance cycle and substantially reduce repair expenses and potential vehicle downtime. The proposed lease for all vehicles will be an "Open Ended Equity" Lease which at the end of the lease cycle, the City will have the option to continue using the vehicle in the City fleet (a \$400 service charge will be due at the end of the lease for each vehicle) or can exchange the equity in the vehicle for a new replacement vehicle in a renewed lease (likely at a lower cost due to equity transfer). Enterprise will also provide a full maintenance program for all leased vehicles which includes 24-hour roadside assistance (does not cover tires and brakes) which can all be outsourced using local and/or preferred vendors. The City will work with Enterprise to include local auto service providers in Enterprise's eligible provider network.

Replacement of the City's older vehicles would also result in a significant reduction in annual greenhouse gas emissions. The initial vehicle for this program will be a Code Enforcement Vehicle that does not currently exist, as the City only has two vehicles for three Code Enforcement Officers.

Additional Financial Information:

Based on preliminary quotes received, the total annual cost to lease vehicles is dependent on the vehicle selected and options selected by the City. The price range for the vehicles currently being quoted begins at \$465.44/mo. for a Passenger Van or \$687.25/mo. for an Access Cab Pickup Truck. All pricing is shown on "Attachment 2" titled "Vehicle Lease Menu Pricing" (including maintenance and lease finance charges). Enterprise procures all vehicles at the same, competitive bid price as does the State of California. In addition, Enterprise procurement staff provide information on rebates, discounts and various methods to reduce procurement costs for City staff.

The Fleet Planning Analysis provided (Attachment 1), if 20 of the oldest/highest mileage vehicles are replaced, the reduction of fuel and maintenance costs is expected to reduce significantly across the fleet, providing a “net cash” cost of approximately \$27,500. Based on the recommended replacement schedule, the 10-year overall savings to the City would be \$211,591.

Enterprise earns its revenue by receiving a 6.12% lease finance charge which is amortized over the term of the lease, as well as a 0.10% management fee. Vehicle leasing costs will be budgeted annually on an ongoing basis from the appropriate funding source eliminating the need to budget significant amounts of one-time funding for as-needed vehicle replacement needs. Additionally, the City will utilize Enterprise to dispose of current, City-owned vehicles which are replaced.

Staff recommends the Council direct that the City Manager be authorized to approve the lease of additional vehicles under the Master Equity Lease agreement based on the funding appropriated in the annual budget each year. If recommended needs require additional resources, the City Manager would return to Council to request a budget adjustment.

The City is member of the cooperative purchasing organization, Sourcewell (formerly National Joint Powers Authority), a member-focused public cooperative of more than 50,000 member agencies throughout the United States. The City’s membership in Sourcewell provides access to a purchasing cooperative that streamlines procurement procedures. Sourcewell is a municipal contracting agency that operates as a public entity under legislative authority gained through Minnesota Statute 123A.21, but recognized nationally. In addition, Sourcewell has already performed a nationally advertised fleet management RFP where they received six responses and Enterprise Fleet Management was ranked #1 out of the respondents and was selected as the vendor. This allows the City to enter into the recommended agreement with Enterprise Fleet Management.

Lastly, by partnering with Enterprise Fleet Management, it is estimated that the City will reduce maintenance costs by 78%. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, the City will be able to replace all of its vehicles within as little time as 5 years and save on average \$21,000 per year.

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**RECOMMENDATION:** Resolution No. 2019\_\_\_: Authorizing the City Manager to Execute a Master Equity Lease Agreement with Enterprise Fleet Management, Inc. for the replacement of City vehicles, and take other actions as necessary.

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**ATTACHMENTS:**

1. Resolution No. 2019-\_\_\_: Authorizing the City Manager to Execute a Master Equity Lease Agreement with Enterprise Fleet Management, Inc. for the replacement of City vehicles, and take other actions as necessary.
2. Fleet Synopsis – City of Suisun City
3. Vehicle Menu Pricing – City of Suisun City
4. Master Equity Lease Agreement
5. Maintenance Agreement
6. Maintenance Management Agreement
7. Self-Insurance 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 MASTER EQUITY  
LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC. FOR  
THE REPLACEMENT OF CITY VEHICLES, AND TAKE OTHER ACTIONS AS  
NECESSARY**

**WHEREAS**, the City currently owns and maintains 44 vehicles used by City departments to provide services; and

**WHEREAS**, the City’s current fleet is less safe to operate, more expensive to manage and repair, and emits greater pollution than newer vehicles; and

**WHEREAS**, under the Governmental Fleet Management Program, cities may contract with Enterprise Fleet Management and are eligible to lease vehicles which may include fleet management and support, as well as maintenance services and insurance; and

**WHEREAS**, entering into a Master Lease Agreement allows the City to begin an organized replacement of its aged fleet.

**NOW, THEREFORE, BE IT RESOLVED** the Suisun City Council hereby approves the Master Equity Agreement, and authorizes the City Manager to execute an agreement with Enterprise Fleet Management for the replacement of City vehicles, and take other actions as necessary.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 7<sup>th</sup> day of May 2019 by the following vote:

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

**WITNESS** my hand and the seal of said City this 7th day of May 2019.

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

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## FLEET MANAGEMENT

### FLEET SYNOPSIS | City of Suisun City



701 Civic Center Blvd.  
Suisun City, CA 94585

Enterprise Fleet Management, Inc.  
600 Corporate Park Drive  
St. Louis, MO 63105  
(314) 512-5000 Main  
(314) 518-5583 Fax

Kristy Wilhite  
Account Executive  
2633 Camino Ramon, Suite 400  
San Ramon, CA 94583  
(925) 359-6541 Office  
(415) 246-6416 Cell  
kristy.m.wilhite@efleets.com

# FLEET SYNOPSIS | City of Suisun City

## Impact of Partnership

### BACKGROUND

Location: Suisun City, CA

Total Vehicles: 44, including 24 police vehicles

Average age of vehicles: 12.2 years

### THE SITUATION

The City of Suisun City is looking for a solution to provide predictability in their fleet replacement plan:

- 75% of the current light and medium duty fleet is over 10 years old.
- Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable.
- It would take 10 years to cycle out the entire fleet at current acquisition rates.

### THE OBJECTIVES

Enterprise Fleet Management's proposal is to save city resources and budget dollars through a managed vehicle program.

- Utilize an open-end lease\* as a funding mechanism, allowing the City to acquire additional vehicles while avoiding a large capital budget outlay.
- Replace aged vehicles with newer models to increase fuel efficiency and reduce maintenance expense. Maintenance and repairs will be outsourced to local businesses to further stimulate economic growth and the integration of more fuel efficient vehicles will reduce carbon footprint.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety.

\*An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The City receives flexibility of ownership, as well as net equity from sale at time of disposal.

### CLIENT TESTIMONIAL

*"The Enterprise projection is that we'll save about \$135,000 over ten years by going to this fleet management program. We really think that is a conservative estimate because of how high our maintenance costs were getting as this fleet aged."*

*– Chris Hobby, Bainbridge City Manager*

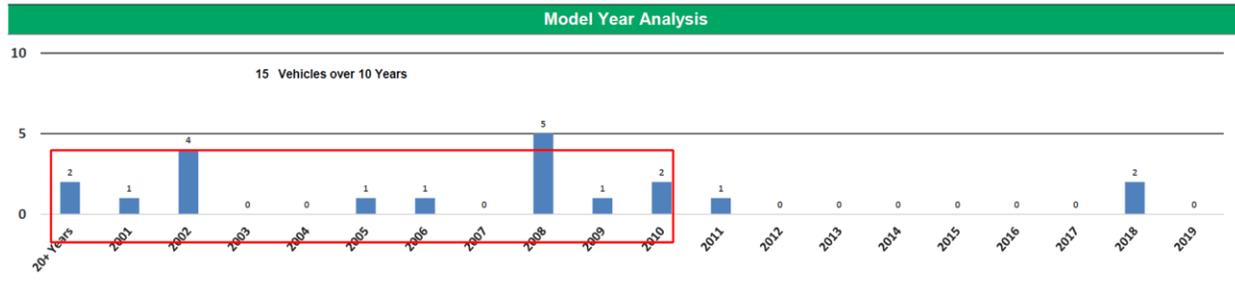
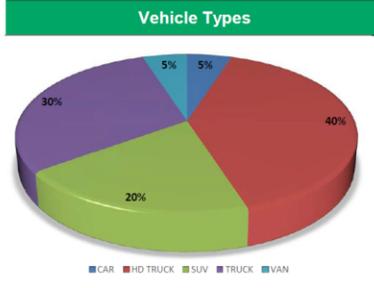
### THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that the City of Suisun City will reduce maintenance costs by 78%. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 113.5% above Black Book (auction) values. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, the City will be able to replace all of its vehicles within 5 years and save on average \$20,990 per year.

# SUPPORTING EVIDENCE | City of Suisun City

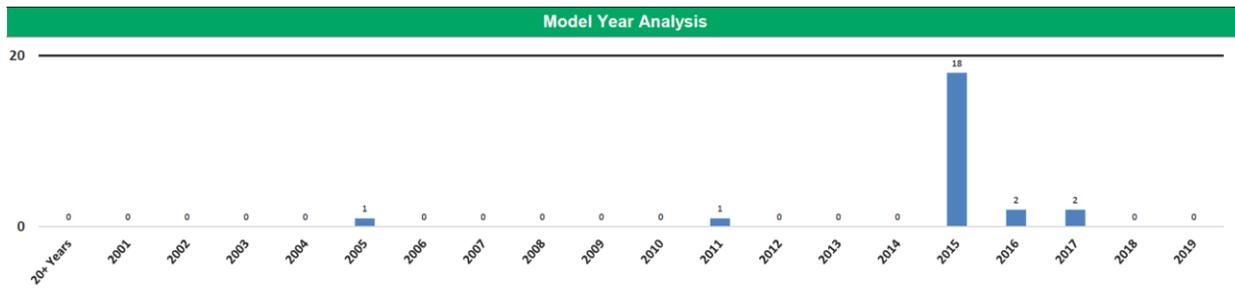
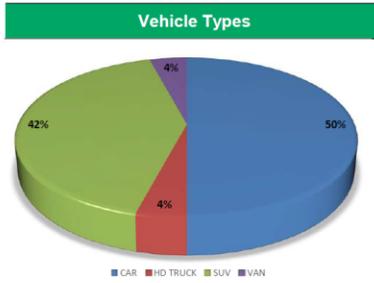
## City of Suisun City - Fleet Profile

Fleet Profile				Fleet Replacement Schedule						Replacement Criteria
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2019	2020	2021	2022	2023	Under-Utilized	
Mid-size Sedan	1	12.8	4,700	1	0	0	0	0	0	<small>* Fiscal Year 2019 = 10 years old and older, or odometer over 100,000                      * Fiscal Year 2020 = 5 years old and older, or odometer over 50,000                      * Fiscal Year 2021 = 4 years old and older, or odometer over 40,000                      * Fiscal Year 2022 = 3 years old and older, or odometer over 30,000                      * Fiscal Year 2023 = Remaining Vehicles                      * Underutilized = Annual Mileage less than 2,500</small>
1/2 Ton Van Cargo	1	16.9	2,200	0	0	0	0	0	1	
Compact SUV 4x2	1	10.8	400	0	0	0	0	0	1	
Mid Size SUV 4x4	1	16.9	4,100	1	0	0	0	0	0	
Full Size SUV 4x4	2	1.0	2,800	0	0	0	0	2	0	
Compact Pickup Reg 4x2	1	19.9	5,300	1	0	0	0	0	0	
Compact Pickup Ext 4x2	1	10.8	2,800	1	0	0	0	0	0	
1/2 Ton Pickup Reg 4x2	3	11.8	5,500	1	2	0	0	0	0	
1/2 Ton Pickup Quad 4x4	1	9.8	4,400	1	0	0	0	0	0	
3/4 Ton Pickup Reg 4x2	4	13.1	5,200	4	0	0	0	0	0	
1 Ton Pickup Ext 4x4	1	16.9	5,500	1	0	0	0	0	0	
1 Ton Cab Chassis	3	12.8	4,000	2	1	0	0	0	0	
<b>Totals/Averages</b>	<b>20</b>	<b>12.2</b>	<b>4,200</b>	<b>13</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>2</b>	



## City of Suisun City - PD - Fleet Profile

Fleet Profile				Fleet Replacement Schedule						Replacement Criteria
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2019	2020	2021	2022	2023	Under-Utilized	
Mid-size Sedan	12	3.8	9,300	1	11	0	0	0	0	<small>* Fiscal Year 2019 = 5 years old and older, or odometer over 50,000                      * Fiscal Year 2020 = 4 years old and older, or odometer over 40,000                      * Fiscal Year 2021 = 3 years old and older, or odometer over 30,000                      * Fiscal Year 2022 = 2 years old and older, or odometer over 20,000                      * Fiscal Year 2023 = Remaining Vehicles                      * Underutilized = Annual Mileage less than 2,500</small>
1 Ton Van Cargo	1	13.8	17,900	1	0	0	0	0	0	
Compact SUV 4x2	3	3.4	3,400	0	1	0	0	0	2	
Mid Size SUV 4x4	6	2.9	8,100	0	3	1	2	0	0	
Full Size SUV 4x2	1	7.8	16,600	1	0	0	0	0	0	
3/4 Ton Pickup Quad 4x4	1	3.8	2,700	0	1	0	0	0	0	
<b>Totals/Averages</b>	<b>24</b>	<b>4.1</b>	<b>8,700</b>	<b>3</b>	<b>16</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>2</b>	



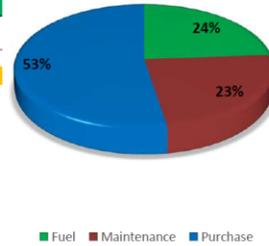
# SUPPORTING EVIDENCE | City of Suisun City

## City of Suisun City - Fleet Planning Analysis

Current Fleet	20	Fleet Growth	-2.29%	Proposed Fleet	18
Ideal Cycle	10.00	Annual Miles	4,700	Proposed Cycle	5.00
Current Maint.	\$102.00	Insurance	\$0.00	Proposed Maint.	\$25.08
Fuel info		MPG	11	Price/Gallon	\$3.25

### Fleet Costs Analysis

Fiscal Year	Fleet Mix				Fleet Cost					Annual			
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance	Insurance	Fuel	Fleet Budget	Net Cash		
						Incl. Tax							
Average	20	2.0	20	0	54,741	0	24,480	0	24,818	104,039	0		
'19	19	13	6	13	0	71,677	11,256	0	19,512	102,446	1,594		
'20	18	3	2	16	0	87,590	7,263	0	17,924	112,778	-8,739		
'21	18	0	1	16	0	87,590	6,039	0	16,545	110,175	-6,136		
'22	18	0	1	16	0	87,590	6,039	0	16,545	110,175	-6,136		
'23	18	2	0	18	0	-44,496	5,417	0	17,063	-22,017	126,056		
'24	18	13	0	18	0	71,956	5,417	0	17,063	94,436	9,603		
'25	18	3	0	18	0	106,334	5,417	0	17,063	128,814	-24,775		
'26	18	0	0	18	0	106,334	5,417	0	17,063	128,814	-24,775		
'27	18	0	0	18	0	62,717	5,417	0	17,063	85,197	18,842		
'28	18	2	0	18	0	-44,496	5,417	0	17,063	-22,017	126,056		
<b>10 Year Savings</b>											<b>\$211,591</b>	<b>Avg. Sustainable Savings</b>	<b>\$20,990</b>



### Current Fleet Equity Analysis

YEAR	2019	2020	2021	2022	2023
QTY	14	4	1	0	1
RESALE	\$750	\$1,500	\$2,500	\$0	\$8,500
TOTAL	\$10,500	\$6,000	\$2,500	\$0	\$8,500
Estimated Current Fleet Equity**					\$27,500

### Summary

10 Year Savings	\$211,591
Estimated Fleet Equity	\$27,500
<b>Net Cash***</b>	<b>\$239,091</b>

### Key Objectives

- **Lower average age of the fleet**
  - **75%** of the fleet is over 10 years old
  - Reduce overall vehicle age from **12.2 to 5**
  - Significant advancements in vehicle safety technology, **Airbag Standardization, Back up Camera standardization, Electronic Stability Control**
- **Reduce operating costs**
  - Reduction in maintenance cost
  - Reduction of fuel expense through Federal Cafe Standards improvement
- **Long Term Sustainability**
  - Quarterly Review and Annual year over year assessments to ensure results are achieved

\* Lease Rates are conservative estimates

\*\*Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

\*\*\*Net Cash is the sum of the 10 year savings from the Fleet Planning Analysis and the Estimated Current Fleet Equity

# MEDIA & CASE STUDY | City of Suisun City

## CASE STUDY | HOUSING AUTHORITY OF THE CITY OF YORK



### Housing Authority uses Enterprise to improve fleet reliability and reduce cost.

#### BACKGROUND

Location: York, PA  
Industry: Government  
Total vehicles: 23 vehicles

#### THE PROBLEM

The Housing Authority of York's vehicles were suffering from years of wear and tear. The organization, which manages over 1,000 properties, ran their vehicles until they became inoperable. This approach was costly and unpredictable. The fleet program was strained financially, and operationally they were managing unreliable vehicles.

#### THE SOLUTION

Enterprise Fleet Management proposed that the Housing Authority acquire new vehicles and sell their old vehicles with the help of Enterprise. This allowed the Housing Authority to capitalize on the remaining equity they had in their fleet. To help prevent issues with vehicle downtime, Enterprise recommended Full Maintenance and Risk Management programs. Over time these programs will significantly reduce costs.

**“Outsourcing our fleet to Enterprise has been budget friendly to The Housing Authority and has worked smoothly within our framework of procurement policies.”**

*– Regina Mitchell, Executive Director*

By using an open-end lease agreement to acquire newer vehicles, costs are manageable allowing for better cash flow within the organization. The Housing Authority was also able to capitalize on the resale value of their old vehicles, using the equity to reduce costs.

#### THE RESULTS

By improving the Housing Authority's fleet to newer models, there has been a significant reduction in fuel and maintenance expenses. The open-end lease allows them to maximize cash flow and recognize equity, directly resulting in \$46,000 in savings over the next 10 years. Reducing vehicle downtime with the maintenance program, employee morale is on the rise because they are operating newer, safer, more reliable vehicles.

**To learn more, visit [efleets.com](http://efleets.com) or call 877-23-FLEET.**

Enterprise and the 'e' logo are registered trademarks of Enterprise Fleet Management, Inc. All other trademarks are the property of their respective owners. © 2017 Enterprise Fleet Management, Inc. 101661\_C7



#### Key Results



**REDUCED  
MAINTENANCE  
EXPENSES BY  
70%**

**50%  
REDUCTION  
IN FUEL  
EXPENSE**



**10 YEAR  
REDUCTION IN  
AVERAGE FLEET AGE**



## REFERENCES | City of Suisun City

### CURRENT PARTNERS

- City of Clearlake
- City of St. Helena
- City of Calistoga
- West Contra Costa Unified School district
- City of West Sacramento
- City of Anderson

### REFERENCES

Below is a list of three (3) client/customer references including agency name, contact person, email address and telephone number.

Agency Name: **City of Clearlake**

Contact Person: Alan Flora, City Manager

Business Phone #: (707) 994-8201 x122

Email: aflora@clearlake.ca.us

Agency Name: **City of St. Helena**

Contact Person: April Mitts, Finance Director

Business Phone #: (707) 968-2751

Email: amitts@cityofsthelena.org

Agency Name: **City of Anderson**

Contact Person: LT. Rocky Harphan, Police Department

Business Phone #: (530) 378-6611

Email: rharphan@ci.anderson.ca.us

Equity Lease Menu Pricing											
Year	Make	Model	Trim Level	Term	Estimated Annual Mileage	Down Payment*	Monthly Lease Cost	Monthly Maintenance Cost	Annual Cost Including Maintenance	Estimated Equity at Term	Net Annual Cost Including Equity
<b>Compact Pickup Extended Cab<sup>1</sup></b>											
2019	Nissan	Frontier	SV (A5) 4x2 King Cab 6 ft. box 125.9 in. WB	60	5,000	\$0.00	\$495.15	\$23.67	\$6,225.84	\$7,564.71	\$4,312.90
2019	Ford	Ranger	XL 4x2 SuperCab 6 ft. box 126.8 in. WB	60	5,000	\$0.00	\$549.97	\$23.67	\$6,883.68	\$8,574.71	\$4,768.74
2019	Chevrolet	Colorado	LT 4x2 Extended Cab 6 ft. box 128.3 in. WB	60	5,000	\$0.00	\$561.97	\$23.67	\$7,027.68	\$10,109.80	\$4,605.72
<b>Passenger Minivan</b>											
2019	Dodge	Grand Caravan	SE Front-wheel Drive Passenger Van	60	5,000	\$0.00	\$465.44	\$24.17	\$5,875.32	\$5,013.12	\$4,472.70
<b>1 Ton Cargo Van<sup>2</sup></b>											
2019	RAM	ProMaster 3500	High Roof Extended Cargo Van 159 in. WB	60	5,000	\$0.00	\$709.17	\$25.52	\$8,816.28	\$9,896.03	\$6,437.07
2019	Ford	Transit-350	Base w/Sliding Pass-Side Cargo Door High Roof Ext. Cargo Van 147.6 in. WB	60	5,000	\$0.00	\$763.56	\$25.52	\$9,468.96	\$11,023.84	\$6,864.19
<b>3/4 Ton Pickup, Regular Cab 4x2, Utility Body<sup>3</sup></b>											
2019	RAM	2500	Tradesman 4x2 Regular Cab 140.5 in. WB	60	5,000	\$2,021.25	\$735.55	\$26.00	\$9,138.60	\$9,463.82	\$6,845.84
2019	Ford	F-250	XL 4x2 Regular Cab 8 ft. box 142 in. EB SRW (box delete)	60	5,000	\$2,021.25	\$680.62	\$26.00	\$8,479.44	\$10,836.02	\$5,912.24
<b>1 Ton Pickup, Crew Cab 4x4<sup>4</sup></b>											
2019	RAM	3500	Tradesman 4x4 Crew Cab 169.5 in. WB	60	5,000	\$0.00	\$815.01	\$26.34	\$10,096.20	\$6,478.60	\$8,400.48
2019	Ford	F-350	XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB	60	5,000	\$0.00	\$795.86	\$26.34	\$9,866.40	\$7,364.97	\$7,993.41
<b>1 Ton Cab Chassis Flatbed<sup>5</sup></b>											
2019	Ford	F-350 Chassis	XL 4x2 SD Regular Cab 145 in. WB SRW	60	5,000	\$4,750.00	\$709.79	N/A	\$8,517.48	\$11,581.40	\$5,801.20
2019	RAM	3500 Chassis	Tradesman/SLT 4x2 Regular Cab 143.3 in. WB	60	5,000	\$4,750.00	\$680.95	N/A	\$8,171.40	\$11,732.10	\$5,424.98
<b>2 Ton Cab Chassis Flatbed<sup>6</sup></b>											
2019	Ford	F-550 Chassis	XL 4x2 SD Regular Cab 145 in. WB DRW	60	5,000	\$6,000.00	\$882.86	N/A	\$10,594.32	\$12,230.60	\$7,748.20
2019	RAM	5500 Chassis	Tradesman/SLT 4x2 Regular Cab 144.5 in. WB	60	5,000	\$6,000.00	\$886.40	N/A	\$10,636.80	\$12,689.40	\$7,698.92

Lease rates are based upon 2019MY factory order pricing and miles per year

Maintenance does not include brakes and tires

Pricing does not include expected return on equity at end of lease

Pricing includes 8.375% tax for Suisun City, CA

\*Down payment required on aftermarket equipment over \$5,000.

<sup>1</sup>Compact pickups include backup camera and sensors, lowprofile tool cross box, amber flashing beacon. For available rear sensors, upgrade required to SV and LT trim levels on Nissan and Chevy, respectively. Ford required equipment group 101A.

<sup>2</sup>1-ton cargo van includes backup camera and sensors, interior shelving, work bench and 100 watt power inverter.

<sup>3</sup>3/4-ton pickups (box delete) include utility body w/forklift loadable ladder rack, backup camera and sensors, amber flashing beacon, tow package.

<sup>4</sup>1-ton pickups include backup cameras and sensors, tow package, low profile cross box, amber flashing beacon, wench.

<sup>5</sup>1-ton cab chassis flatbeds include long flatbed, backup camera and sensors, tow package, lift gate, tool boxes, amber flashing beacon, headache rack.

<sup>6</sup>2-ton cab chassis include flatbed, tool boxes, liftgate, water tank, generator, amber flashing beacon, backup camera and tow package

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**MASTER EQUITY LEASE AGREEMENT**

This Master Equity Lease Agreement is entered into this 26th day of February, 2019, by and between Enterprise FM Trust, a Delaware statutory trust (“Lessor”), and the lessee whose name and address is set forth on the signature page below (“Lessee”).

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a “Vehicle” and collectively, the “Vehicles”) described in the schedules from time to time delivered by Lessor to Lessee as set forth below (“Schedule(s)”) for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this “Agreement” shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, “Servicer”) may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement (“Term”) for each Vehicle begins on the date such Vehicle is delivered to Lessee (the “Delivery Date”) and, unless terminated earlier in accordance with the terms of this Agreement, continues for the “Lease Term” as described in the applicable Schedule.

**3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the “Total Monthly Rental Including Additional Services” on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as “Depreciation Reserve” on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the “Total Initial Charges” set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the “Service Charge Due at Lease Termination” set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78’s and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The “Book Value” of a Vehicle means the sum of (i) the “Delivered Price” of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee’s breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the “Default Rate”).

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Suisun City, California

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

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**MAINTENANCE AGREEMENT**

This Maintenance Agreement (this "Agreement") is made and entered into this 26th day of February 2019, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Suisun City, California ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the 26th day of February 2019, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

**7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

**8. LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

**9. NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

**10. MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Suisun City, California

EFM: Enterprise Fleet Management, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_



**MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT**

This Agreement is entered into as of the 26th day of February, 2019, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Suisun City, California (the "Company").

WITNESSETH:

**1. ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

**2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

**3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

**4. RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

**5. NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

**6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

**7. NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

8. **FEES:** EFM will charge the Company for the service under this Agreement \$ 6.00 per month per Card, plus a one time set-up fee of \$ 0.00.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Suisun City, California

EFM: Enterprise Fleet Management, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_



**SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT  
(Physical Damage Only)**

This Addendum is made to the Master Equity Lease Agreement dated 26th day of February, 2019, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, than Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Suisun City, California

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

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## AGENDA TRANSMITTAL

**MEETING DATE:** May 7, 2019

**CITY AGENDA ITEM:** General Tax Oversight (Measure S) Committee Annual Update:

- a. Accept the Annual Update of the General Tax Oversight Committee on Fiscal Year 2017-18 Measure S Activity; and
- b. Adopt Resolution No. 2019-\_\_\_\_: Accepting the Measure S General Transaction and Use Tax Audit for the Year Ended June 30, 2018.

**FISCAL IMPACT:** This is a non-fiscal informational and oversight action with no requested appropriation.

**BACKGROUND:** On November 8, 2016, Suisun City voters approved ballot Measure S to enact Ordinance 742 that, among other actions, established a 1% Transactions and Use Tax for general use and created the General Tax Oversight Committee (the “Committee”) to provide transparency on the collection and expenditure of the tax. The City Council subsequently approved Resolution 2017-36 to set the guidelines and compensation for the Committee. City Code requires an annual independent audit of Measure S, and Council resolution tasks the Committee with reviewing the audit report.

Collections of Measure S funds began in April 2017 resulting in a partial year of collections that were appropriated in Fiscal Year 2017-18. The actual collections for the partial year amounted to \$303,728. The City tasked its contracted independent auditors, Chavan and Associates, LLP, with auditing the full year of Fiscal Year 2017-18 Measure S proceeds and expenditures to the same standards as apply to the City’s General Fund. The audit report was completed on December 28, 2018 and is attached.

**STAFF REPORT:** The Committee met on March 20, 2019, to review the audit report and receive an update on Measure S activities from Administrative Services Department staff. The audit report found no material discrepancies in the handling of Measure S funds, nor between the adopted budget intent and actual expenditures.

The Fiscal Year 2017-18 Budget expected \$2.2 million in Measure S proceeds. Actual receipts were approximately \$2.5 million, or \$302,000 more than expected.

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Sales & Use Tax	\$ 2,200,000	\$ 2,501,763	\$ 301,763
<b>Total Revenues</b>	<b>\$ 2,200,000</b>	<b>\$ 2,501,763</b>	<b>\$ 301,763</b>

**PREPARED BY:** Joe Dingman, Administrative Services Director  
**REVIEWED BY:** Greg Folsom, City Manager  
**APPROVED BY:** Ruth Forney, General Tax Oversight Committee Chair

Expenditures were budgeted as follows:

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>EXPENDITURES</b>			
<b>City Staff</b>			
Police Officer	\$ 92,800	\$ 68,508	\$ 24,292
Police Officer	\$ 94,400	\$ 92,943	\$ 1,457
Dispatcher	\$ 73,700	\$ 52,065	\$ 21,635
Fire Admin Capt	\$ 92,700	\$ 53,809	\$ 38,891
Fire Succession Planning	\$ 20,000	\$ -	\$ 20,000
Economic Develop. Spec.	\$ 46,400	\$ 32,763	\$ 13,637
Maintenance Worker	\$ 70,200	\$ 70,200	\$ -
Recreation Supervisor	\$ 36,400	\$ 22,658	\$ 13,742
<b>Subtotal City Staff</b>	<b>\$ 526,600</b>	<b>\$ 392,946</b>	<b>\$ 133,654</b>
<u>Police Patrol Vehicle</u>	<u>\$ 25,500</u>	<u>\$ 25,500</u>	<u>\$ - -</u>
<b>Capital Projects</b>			
Marina Dredging	\$ 213,000	\$ 213,000	\$ -
Fire Engine Acquisition	\$ 250,000	\$ 250,000	\$ -
Street Repair Program	\$ 328,500	\$ 328,500	\$ -
Public Safety Communications	\$ 229,000	\$ 229,000	\$ -
Storm Drain Repairs	\$ 228,000	\$ 431,262	\$ (203,262)
Business Mgmt System Ph. 1	\$ 224,000	\$ 224,000	\$ -
Video Surveillance Program	\$ 40,000	\$ 40,000	\$ -
<b>Subtotal Capital Projects</b>	<b>\$ 1,512,500</b>	<b>\$ 1,715,762</b>	<b>\$ (203,262)</b>
<b>Total Expenditures</b>	<b>\$ 2,064,600</b>	<b>\$ 2,134,208</b>	<b>\$ (69,608)</b>

Savings accrued in the hiring of staff were principally due to a lag between the anticipated date of hire and the actual date of hire. The storm drain repair program ran over the budget for two repairs because a third repair was determined to be necessary. Overall, the FY 2017-2018 Measure S ending balance of \$671,283 exceeded the budget estimate by \$232,155.

After reviewing the audit report and receiving the Staff presentation regarding Measure S performance, the Committee determined that the funds were spent as expected in the budget and addressed the priorities defined by the City Council based on expectations of the community.

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**RECOMMENDATION:** The Committee recommends that the Council

- a. Accept the Annual Update of the General Tax Oversight Committee on Fiscal Year 2017-18 Measure S Activity; and
  - b. Adopt Resolution No. 2019-\_\_\_\_: Accepting the Measure S General Transaction and Use Tax Audit for the Year Ended June 30, 2018.
-

**ATTACHMENTS:**

1. Resolution No. 2019-\_\_\_\_: Accepting the Measure S General Transaction and Use Tax Audit for the Year Ended June 30, 2018.
2. FY 2017-2018 Measure S General Transactions & Use Tax Audit (Ordinance No. 742)
3. Measure S Committee Presentation to Council (5-7-19)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
ACCEPTING THE MEASURE S GENERAL TRANSACTIONS AND USE TAX  
AUDIT FOR THE YEAR ENDED JUNE 20, 2018**

**WHEREAS**, the voters of the City of Suisun City enacted Ordinance 742 on November 8, 2016, with the approval of ballot Measure S; and

**WHEREAS**, Ordinance 742 set in place a 1 percent Transactions and Use Tax for general purposes, required an annual independent audit of the expenditure of those funds, and created the General Tax Oversight Committee (the “Committee”) to review the audit report; and the voters of the City of Suisun City enacted Ordinance 742 on November 8, 2016, with the approval of ballot Measure S; and

**WHEREAS**, the City of Suisun City endeavors to manage its financial affairs in a prudent and professional manner, consistent with Generally Accepted Accounting Practices; and

**WHEREAS**, an annual audit was conducted by outside auditors Chavan & Associates, LLP (C&A) and concluded that the City’s financial statements “presents fairly, in all material respects, the respective financial position of the revenues and expenditures for Measure S of the City of Suisun City, as of June 30, 2018,” and

**WHEREAS**, on March 20, 2019, the Committee met to review the audit report, discuss Measure S activity with Administrative Services Department Staff, and ask all pertinent questions; and

**WHEREAS**, the Committee concluded Measure S proceeds were spent in accordance with the adopted Fiscal Year 2017-18 Budget according to the priorities established by the City Council in accordance with community priorities, and recommended the City Council accept the audit report.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Suisun City hereby accepts the Measure S General Transaction and Use Tax Audit for the Year Ended June 30, 2018, attached hereto as Exhibit A.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 7<sup>th</sup> day of May 2019 by the following vote:

1 **AYES:** Councilmembers: \_\_\_\_\_  
2 **NOES:** Councilmembers: \_\_\_\_\_  
3 **ABSENT:** Councilmembers: \_\_\_\_\_  
4 **ABSTAIN:** Councilmembers: \_\_\_\_\_

5 **WITNESS** my hand and the seal of said City this 7th day of May 2019.

6 \_\_\_\_\_  
7 Donna Pock, CMC  
8 Deputy City Clerk  
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**CITY OF SUISUN CITY  
CALIFORNIA**

**MEASURE S  
GENERAL TRANSACTIONS AND  
USE TAX AUDIT  
(ORDINANCE NO. 742)**

For the Year Ended June 30, 2018

\* \* \*



**CHAVAN & ASSOCIATES, LLP**  
CERTIFIED PUBLIC ACCOUNTANTS  
1475 SARATOGA AVE., SUITE 180  
SAN JOSE, CA 95129

**CITY OF SUISUN CITY  
CALIFORNIA**

**MEASURE S GENERAL TRANSACTION AND USE TAX  
ORDINANCE No. 742**

FOR THE FISCAL YEAR ENDED JUNE 30, 2018

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## INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the  
City Council of the City of Suisun City  
City of Suisun City, California

### **Report on the Financial Statements**

We have audited the accompanying statement of revenues and expenditures for Measure S of the City of Suisun City (the "City"), as of and for the year ended June 30, 2018, and the related notes to the financial statement, which comprises the City's statement of revenues and expenditures for Measure S.

### **Management's Responsibility for the Financial Statements**

City management is responsible for the preparation and fair presentation of its financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express opinions on the financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.



### **Opinion**

In our opinion, the financial statement referred to above presents fairly, in all material respects, the respective financial position of the revenues and expenditures for Measure S of the City of Suisun City, as of June 30, 2018, in accordance with accounting principles generally accepted in the United States of America.

### *Other Information*

The accompanying statement was prepared to present the revenues and expenditures pursuant to Measure S and Ordinance No. 742 as described in the Notes and is not intended to be a complete presentation of the City's revenues and expenditures. It does not purport to, and does not, fairly present the financial statements of the City as of June 30, 2018, and its changes in financial position for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 28, 2018 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

*C & A LLP*

December 28, 2018  
San Jose, California

**CITY OF SUISUN CITY  
CALIFORNIA**

**MEASURE S GENERAL TRANSACTIONS AND USE TAX  
ORDINANCE No. 742**

**STATEMENT OF REVENUES AND EXPENDITURES  
FOR THE FISCAL YEAR ENDED JUNE 30, 2018**

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>				
Sales & Use Tax	\$ 2,200,000	\$ 2,200,000	\$ 2,501,763	\$ 301,763
<b>Total Revenues</b>	<u>2,200,000</u>	<u>2,200,000</u>	<u>2,501,763</u>	<u>301,763</u>
<b>EXPENDITURES</b>				
City Staff:				
Police Officer	92,800	92,800	68,508	24,292
Police Officer	94,400	94,400	92,943	1,457
Dispatcher	73,700	73,700	52,065	21,635
Fire Administrative Captain	92,700	92,700	53,809	38,891
SCFD Succession Planning Program	20,000	20,000	-	20,000
Economic Development Specialist	46,400	46,400	32,763	13,637
Maintenance Worker	70,200	70,200	70,200	-
Recreation Supervisor	36,400	36,400	22,658	13,742
Total City Staff	<u>526,600</u>	<u>526,600</u>	<u>392,946</u>	<u>133,654</u>
Police Patrol Vehicle	-	25,500	25,500	-
Capital projects:				
Marina Dredging	213,000	213,000	213,000	-
Fire Engine Acquisition	250,000	250,000	250,000	-
Street Repair Program	328,500	328,500	328,500	-
Public Safety Communication System	229,000	229,000	229,000	-
Storm Drain Repairs	228,000	228,000	431,262	(203,262)
Business Mgmt.-Phase 1	224,000	224,000	224,000	-
Video Surveillance Program	40,000	40,000	40,000	-
Total Capital Projects	<u>1,512,500</u>	<u>1,512,500</u>	<u>1,715,762</u>	<u>(203,262)</u>
<b>Total Expenditures</b>	<u>2,039,100</u>	<u>2,064,600</u>	<u>2,134,208</u>	<u>(69,608)</u>
<b>Excess (Deficiency) of</b>				
Revenues over Expenditures	160,900	135,400	367,555	232,155
<b>Measure S Balance Beginning</b>	<u>303,728</u>	<u>303,728</u>	<u>303,728</u>	<u>-</u>
<b>Measure S Balance Ending</b>	<u>\$ 464,628</u>	<u>\$ 439,128</u>	<u>\$ 671,283</u>	<u>\$ 232,155</u>

The notes to the financial statements are an integral part of this statement.

**CITY OF SUISUN CITY  
CALIFORNIA**

**MEASURE S GENERAL TRANSACTIONS AND USE TAX  
ORDINANCE No. 742**

**NOTES TO THE FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2018**

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**SUMMARY OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES**

**Description of Reporting Entity**

The statement represents the revenues and expenditures for the Measure S General Transactions and use tax under Ordinance No. 742 of City of Suisun City (the “City”) for the year ended June 30, 2018. The accompanying statement of revenues and expenditures presents only the activities from the expenditure of Measure S taxes is not intended to present the financial position and result of operation of the City in conformity with accounting principles generally accepted in the United States of America.

**Description of Measure S**

Measure S is a 1% local tax applied to gross receipts of any retailer within the city and collected similarly to sales and use tax. It was passed by a majority of the voters in November of 2016 through City Ordinance No. 742.

**Statement of Grant Revenues and Expenditures**

The statement of revenues and expenditures presents the eligible costs charged to Measure S by the City and the revenues received from general transactions and use tax from the sale of tangible personal property at retail within the City.

**Basis of Accounting**

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the statement. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. The City used the modified accrual basis of accounting. Revenues are recognized when collection of the amounts can be reasonably estimated to be received in the near future, typically 60 days after year end. Expenditures are generally recognized in the period in which goods and services are received or a liability is incurred.

**Budgeting**

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. All annual appropriations lapse at fiscal year-end. The City submits requests for appropriations to the City Manager so that a budget may be prepared. The proposed budget is presented to the City Council for review. The Council holds public hearings and adopts a final budget.

The appropriated budget is prepared by fund, function, and department. The City Manager may make transfers of appropriations within a department. Transfers of appropriations between funds require the approval of the City Council. The legal level of budgetary control is the fund level.



**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED  
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor and Members of the  
City Council of the City of Suisun City  
City of Suisun City, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the Statement of Revenues and Expenditures for Measure S of the City of Suisun City (the “City”) as of and for the year ended June 30, 2018, and the related notes to the financial statement, which comprises City’s statement of revenues and expenditures for Measure S, and have issued our report thereon dated December 28, 2018.

**Internal Control over Financial Reporting**

Management is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit of the financial statement, we considered the City’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statement, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. Accordingly, we do not express an opinion on the effectiveness of the City’s internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including the applicable statutes, rules and regulations of Measure S and City Ordinance No. 742, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

C & A LLP

December 28, 2018  
San Jose, California



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
WITH REQUIREMENTS APPLICABLE TO MEASURE S  
GENERAL TRANSACTIONS AND USE TAX  
IN ACCORDANCE WITH CITY ORDINANCE NO. 742**

To the Honorable Mayor and Members of the  
City Council of the City of Suisun City  
City of Suisun City, California

**Report in Compliance**

We have audited the City of Suisun City's (the City) compliance of the Measure S revenues and expenditures with the types of compliance requirements described in Measure S General Transactions and Use Tax and Ordinance No. 742, as of and for the fiscal year ended June 30, 2018.

**Management's Responsibility**

Management is responsible for compliance with the requirements of laws and regulations applicable to Measure S.

**Auditor's Responsibility**

Our responsibility is to express an opinion on the City's compliance with Measure S based on our audit in accordance with the compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on Measure S revenues and expenditures occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on Measure S compliance. However, our audit does not provide a legal determination of the City's compliance.

**Opinion on Compliance with Measure S**

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the Measure S revenues and expenditures for the fiscal year ended June 30, 2018.



### **Report on Internal Control over Compliance**

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on Measure S revenues and expenditures to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance and to test and report on internal control over compliance in accordance with Measure S General Transactions and Use Tax and Ordinance No. 742, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

This report is intended solely for the information and use of City Council and management and is not intended to be and should not be used by anyone other than these specified parties.

*C & A LLP*

December 28, 2018  
San Jose, California



# Measures

# Committee Update





# Overview

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- Recap & Introduction of Measure S Committee (Dingman)
- Measure S Performance to Date & FY 2017/2018 Audit Report (Dingman)
- Measure S Committee Update (Chair Forney)





# Measure S Recap

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- November 2016 - Voters Approve Measure S – 1% Transactions and Use Tax
- \$1.8 million Expected Annually
- Sales Tax – Stays in City of Purchase (Cars & Internet are Pooled by County)
- Transactions and Use Tax – Add-on Tax to Taxing Jurisdiction





# Introduction of Measure S Committee



## Measure S Oversight Committee

The membership and duties of the Measure S Oversight Committee (formally known as the General Tax Oversight Committee) are set by City Council Resolution 2017-36.

### Members

<u>Name</u>	<u>Appointed</u>	<u>Term Expiration</u>
Ruth Forney (Chair)	April 2017	April 2020
Barbara Pisching (Vice-Chair)	March 2019	April 2020
John Pierce	May 2019	April 2022
Donald Peters	February 2019	April 2022
Tamara Colden	March 2019	April 2022



# Measure S Committee Overview

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## Power & Duties

“The Oversight Committee will ensure transparency and oversight of the revenue generated by the voter-approved General Transactions and Use Tax Ordinance. The duties will consist of reviewing the General Transactions and Use Tax Compliance and Internal Control Audit Report, which will be prepared annually by the City’s independent auditor, as well as any City financial reports necessary to advise the City Council.

“The duties of the Oversight Committee do not include decision-making or advisory responsibilities regarding spending priorities, funding source decisions or financial plans, as these are the purview of the City Council as set forth in state law and the Suisun City Code.”

*City Council Resolution 2017-26*



# Measure S Committee Overview

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## Membership

- 5 City residents who are taxpayers
- Applicants are reviewed by a City Council Ad Hoc Committee with no more than 10 forwarded to the City Council for interviews and selection
- The Committee will meet at least once per year, but may meet as often as it deems necessary
- Committee members will be compensated \$100 per meeting (up to three (3) meetings per fiscal year).



# Measure S Projects

## How Would You Spend \$1.8 million?

Ranking	Budget Item	Ranking	Budget Item
1	Police Officer	12	Storm Drain Repairs one-time
2	Fire Engine (one-time)	13	Public Safety Dispatcher
3	Business Mgt Sys (one-time)	14	Roads - Reconst (one-time)
4	Roads - Slurry Seal (one-time)	15	Rec Supervisor/Youth Svcs
5	Fire Admin Captain	16	Pothole Repair (St Maint Ops)
6	Roads - Overlay (one-time)	17	Stlights/Parks (PW Maint Op)
7	Maintenance Worker	18	CC TV Cameras (one-time)
8	Marina Dredging (one-time)	19	Dispatch System Upgrade
9	Economic Dev Specialist	20a	Police Sergeant
10	Code Enforcement CSO	20b	Facility Repairs
11	Playground/Refurbishment		



# Measure S Performance

## Transactions & Use Tax

<u>FY16-17 ACTUAL</u>
<u>\$303,728</u>

152

<u>FY17-18 BUDGET</u>	<u>FY17-18 ACTUAL</u>	\$ CHANGE	% CHANGE
\$1,800,000	\$2,501,763	\$701,763	+39%

<u>FY18-19 BUDGET</u>	<u>FY19 ESTIMATED</u>	\$ CHANGE	% CHANGE
\$2,307,000	\$2,500,000	\$193,000	+8.3%



# Measure S Projects

## How Did You Spend \$1.8 million?

Ranking	Budget Item	Ranking	Budget Item
1	Police Officer	12	Storm Drain Repairs one-time
2	Fire Engine (one-time)	13	Public Safety Dispatcher
3	Business Mgt Sys (one-time)	14	Roads - Reconst (one-time)
4	Roads - Slurry Seal (one-time)	15	Rec Supervisor/Youth Svcs
5	Fire Admin-Captain	16	Pothole Repair (St Maint Ops)
6	Roads - Overlay (one-time)	17	Stlights/Parks (PW Maint Op)
7	Maintenance Worker	18	CC TV Cameras (one-time)
8	Marina Dredging (one-time)	19	Dispatch System Upgrade
9	Economic Dev Specialist	20a	Police Sergeant
10	Code Enforcement-CSO	20b	Facility Repairs
11	Playground/Refurbishment		



# 2017-2018 Measure S Audit Report

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- Two Requirements (per City Code):
  - 1) Annual Independent Audit of Measure S
  - 2) Council Resolution tasks the Committee to review the report
- Audit performed by Chevan & Associates, LLP
- Independent Auditor's Report on Compliance with Requirements Applicable to Measure S with City Ordinance N. 742

***No discrepancies found between the 2017-2018 Adopted Budget and Actual Expenditures***





# FY 2017/2018 Audit



	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Sales & Use Tax	\$ 2,200,000	\$ 2,501,763	\$ 301,763
<b>Total Revenues</b>	\$ 2,200,000	\$ 2,501,763	\$ 301,763

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>EXPENDITURES</b>			
<b>City Staff</b>			
Police Officer	\$ 92,800	\$ 68,508	\$ 24,292
Police Officer	\$ 94,400	\$ 92,943	\$ 1,457
Dispatcher	\$ 73,700	\$ 52,065	\$ 21,635
Fire Admin Capt	\$ 92,700	\$ 53,809	\$ 38,891
Fire Succession Planning	\$ 20,000	\$ -	\$ 20,000
Economic Develop. Spec.	\$ 46,400	\$ 32,763	\$ 13,637
Maintenance Worker	\$ 70,200	\$ 70,200	\$ -
Recreation Supervisor	\$ 36,400	\$ 22,658	\$ 13,742
<b>Subtotal City Staff</b>	\$ 526,600	\$ 392,946	\$ 133,654
<b>Police Patrol Vehicle</b>	\$ 25,500	\$ 25,500	\$ -

<b>Capital Projects</b>			
Marina Dredging	\$ 213,000	\$ 213,000	\$ -
Fire Engine Acquisition	\$ 250,000	\$ 250,000	\$ -
Street Repair Program	\$ 328,500	\$ 328,500	\$ -
Public Safety Communications	\$ 229,000	\$ 229,000	\$ -
Storm Drain Repairs	\$ 228,000	\$ 431,262	\$ (203,262)
Business Mgmt System Ph. 1	\$ 224,000	\$ 224,000	\$ -
Video Surveillance Program	\$ 40,000	\$ 40,000	\$ -
<b>Subtotal Capital Projects</b>	\$ 1,512,500	\$ 1,715,762	\$ (203,262)
<b>Total Expenditures</b>	\$ 2,064,600	\$ 2,134,208	\$ (69,608)



# Measure S Committee Comments

## (Chair Ruth Forney)

- Last meeting: March 20, 2019
- 1. Introduced New Members & selected a new Chair/Vice-Chair
- 2. Reviewed the Audit Report
- 3. Received an update on current fiscal year performance of Measure S
- 4. Discussed next steps for Committee
  - a. Identifying needs for the City
  - b. Building a new Measure S “Project” list





# Committee Recommends

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- 1) Council Accepts the Annual Update of the Measure S Committee
- 2) Adopts the Resolution, accepting the Measure S General Transaction & Use Tax Audit for the Year ended June 20, 2018



# Questions?

