

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



CITY COUNCIL MEETING

**A G E N D A**  
**REGULAR MEETING OF THE SUISUN CITY COUNCIL,**  
**SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE**  
**REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,**  
**AND SUISUN CITY HOUSING AUTHORITY**  
**TUESDAY, AUGUST 20, 2024**  
**6:00 PM**

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

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**REVISED AGENDA**

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

*ZOOM MEETING INFORMATION:*

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

*MEETING ID: **846 0505 0596***

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

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

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

(Next Ord. No. – 810)

(Next City Council Res. No. 2024 – 111)

(Next Suisun City Council Acting as Successor Agency Res. No. SA2024 - 02)

(Next Housing Authority Res. No. HA2024 – 02)

**CALL TO ORDER**

Mayor Hernandez

**ROLL CALL**

Council / Board Members

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**APPROVAL OF REORDERING OF AGENDA**

**CONFLICT OF INTEREST NOTIFICATION**

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

**REPORTS (Informational items only.)**

1. City Manager Update - (Prebula: bprebula@suisun.com).
2. City Attorney Report - (Taylor/Andrews).

**PUBLIC COMMENT**

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

**PRESENTATIONS/APPOINTMENTS**

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

3. Presentation of Proclamation Recognizing Volunteer Fire Engineer Richard Anderson - (Hernandez: ahernandez@suisun.com).

*Recess to Short Break*

**COUNCIL COMMENTS**

4. Council/Board Member Updates.

**CONSENT CALENDAR**

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

*City Council*

5. Council Consideration of a Construction Contract for the Traffic Signal Improvements Project - (Vue: nvue@suisun.com):
  - a. Council Adoption of Resolution No. 2024-\_\_\_: Adopting the 1<sup>st</sup> Amendment to the Annual Appropriation Resolution No. 2024-87 to Appropriate Funds for the Traffic Signal Improvements Project; and
  - b. Council Adoption of Resolution No. 2024-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with Pacific Excavation, Inc. for the Traffic Signal Improvements Project.
6. Council Adoption of Resolution No. 2024-\_\_\_: Authorizing the City Manager to Execute a Contract Amendment on the City’s Behalf with DKS Associates for the Traffic Signal

Improvements Project - (Vue: nvue@suisun.com).

7. Council Adoption of Resolution 2024-\_\_\_: A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein (Blossom Avenue Apartments) - (Vue: nvue@suisun.com).
8. Council Adoption of Resolution No. 2024-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Insituform Technologies, LLC for the 2024 Sanitary Sewer and Storm Drain Pipe Lining Project - (Vue: nvue@suisun.com).
9. Council Adoption of Resolution No. 2024-\_\_\_: Authorizing the City Manager to Enter into a Memorandum of Understanding between the City of Fairfield and the City of Suisun City for Fire Department Duty Chief Coverage - (Lopez: bllopez@suisun.com).
10. Council Adoption of Resolution 2024-\_\_\_: Acknowledging Receipt of a Report Made by the Fire Marshal of the Suisun City Fire Department Regarding the State Mandated Inspections of Specific Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code - (Lopez: bllopez@suisun.com).
11. Council Adoption of Resolution No. 2024-\_\_\_: Approving the Design and Budget of Phase 1 of the Montebello Vista Park Revitalization Project and Authorizing the City Manager to Proceed with the Project - (Lofthus: klofthus@suisun.com).
12. Council Adoption of Resolution No. 2024-\_\_\_: Authorizing the City Manager to Enter into a Professional Design Services Contract on the City's Behalf with GSM Landscape Architects, Inc. for the Heritage Park Enhancement Project and Authorizing the City Manager to Approve Change Orders up to 10% of the Original Contract Amount - (Lofthus: klofthus@suisun.com).
13. Council Adoption of Resolution No. 2024-\_\_\_: Updating City of Suisun City Administrative Directive 5, Purchasing Policy for Supplies, Equipment, and Services to Reflect Adherence to Davis-Bacon and Related Acts and Section 3 of the Housing and Urban Development Act of 1968 - (Lofthus: klofthus@suisun.com).
14. Council Adoption of Resolution No. 2024-\_\_\_: Approving the Establishment of a Full-Time Firefighter Classification, Approving the Firefighter Class Specification, Amending the Fire Engineer Class Specification, and Expanding Representation by the Suisun City Professional Firefighters Association (SCPFA) to Include the Firefighter Classification - (Penland: cpenland@suisun.com).
15. Council Adoption of Resolution No. 2024-\_\_\_: Amending the Citywide Salary Schedule to Align the Firefighter Classification with the Suisun City Professional Firefighters' Association (SCPFA) Representation Unit and Benefits Group, and to Include Average Monthly Starting and Ending Salary for Full-Time Firefighter Position - (Penland: cpenland@suisun.com).
16. Council Adoption of Resolution No. 2024-\_\_\_: Ratifying and Authorizing the Payment of Stipends and Benefits to Volunteer Firefighters Effective from July 2019 and Going Forward - (Penland: cpenland@suisun.com).

17. Council Adoption of Ordinance No.809: An Ordinance of the City Council of the City of Suisun City, California, Amending Various Sections of Title 18 (Zoning) of the Suisun City Code - (Bermudez: jbermudez@suisun.com).

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

18. Council/Agency Approval of July 2024 Accounts Payable and Payroll Warrants - (Deol: ldeol@suisun.com).
19. Accept the Investment Report for the Quarter Ending June 30, 2024 - (Deol: ldeol@suisun.com).

**PUBLIC HEARING - NONE**

**GENERAL BUSINESS**

*City Council*

20. Discussion and Direction on the Approval of the Updated Norms and Procedures, and Relevant Policies and Municipal Code Sections - (Prebula: bprebula@suisun.com).
21. Council Adoption of Resolution No. 2024-\_\_\_: Approval of and Authorization for the City Manager to Execute an Agreement with the Hinderliter De Llamas & Associates (HDL Companies) for Business License Administrative Services and Transient Occupancy Tax Services - (Deol: ldeol@suisun.com).
22. Council Adoption of Resolution No. 2024-\_\_\_: Approving a Project Labor Agreement for City Capital Improvement Projects Exceeding \$200,000 - (Prebula: bprebula@suisun.com).

*Joint City Council/Housing Authority*

23. Approval of a Legal Services Agreement with the Law Firm of Richards, Watson & Gershon, A Professional Corporation to Serve as City Attorney and General Counsel to the Housing Authority - (Prebula: bprebula@suisun.com).
  - a. Council Adoption of Resolution No. 2024 -\_\_\_: Approving a Legal Services Agreement with the Law Firm of Richards, Watson & Gershon to Serve as Attorney, and Authorizing the Mayor to Execute the Agreement on the City's Behalf; and
  - b. Housing Authority Adoption of Resolution No. HA 2024 -\_\_\_: Approving a Legal Services Agreement with the Law Firm of Richards, Watson & Gershon to Serve as its General Counsel, and Authorizing the Chairperson to Execute the Agreement on the Housing Authority's Behalf.

**REPORTS: (Informational items only)**

24. Non-Discussion Items.

**ADJOURNMENT**

**Public Access To Agenda Documents**

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council/Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The city may charge photocopying charges for requested copies of such documents. To the extent feasible, the agenda packet is available for online public viewing on the City's website: <https://www.suisun.com/Government/City-Council/Agendas>

The City Council/Agency/Authority hopes to conclude its public business by 10:00 p.m. No new items will be taken up after 10:00 p.m., unless so moved by a majority of the City Council, and any items remaining will be agendaized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.

**Accommodations**

If you require an accommodation to participate in this meeting, please contact the City Clerk at (707) 421-7302 or [clerk@suisun.com](mailto:clerk@suisun.com). The City's reasonable accommodation policy is available for review on the City's website at [www.suisun.com/government/city-council/](http://www.suisun.com/government/city-council/), you may request an electronic copy or have a copy mailed to you. Please note that for accommodations that are not readily available, you must make your request as soon as you can prior to the time of the meeting.

**Decorum**

All participants are expected to conduct themselves with mutual respect. Conduct that disrupts meetings will be addressed in accordance with Section 54957.95 of the Government Code.

**Ordinances**

Ordinances are city laws contained in the Suisun City Municipal Code. Enacting a new city law or changing an existing one is a two-step process. Government Code 36934 provides, except when, after reading the title, further reading is waived by regular motion adopted by majority vote all ordinances shall be read in full either at the time of introduction or passage; provided, however, that a reading of the title or ordinance shall not be required if the title is included on the published agenda and a copy of the full ordinance is made available to the public online and in print at the meeting prior to the introduction or passage.

**Certification Of Posting**

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

- Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
- Joe Nelson Center, 611 Village Drive, Suisun City, CA;
- Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

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

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Office of the Mayor  
Suisun City, California

# Proclamation



**WHEREAS**, in June 2003, Richard Anderson began his service as a Volunteer Firefighter with the Suisun City Fire Department; being promoted to Fire Engineer in 2011; and

**WHEREAS**, Engineer Anderson, was selected by his peers and recognized as Suisun City Fire Department "Firefighter of the Year" in 2011, a testament to his dedication and service to the community; and

**WHEREAS**, Engineer Anderson has consistently maintained his knowledge, skills and abilities throughout his 20 years of service as a firefighter and driver operator, mentoring others and contributing to their success as a professional firefighter; and

**WHEREAS**, Engineer Anderson spent countless hours responding to emergencies throughout the Suisun City community and across the State of California during major wildfires; and

**WHEREAS**, Engineer Anderson has volunteered hands on at community events, leading department activities including the Annual Halloween Parade, Toys for Kids program, Annual Crab Feed, Boot Drives, Cancer Awareness fundraising and participated in the California Firemen's Muster competitions hosted in downtown Suisun City; and

**WHEREAS**, Engineer Anderson has played a significant role in the Suisun City Firefighters Association serving in an executive role as President, leading several community fundraising events that supported local community youth based organizations.

**NOW, THEREFORE**, I, Alma Hernandez, Mayor of the City of Suisun City, on behalf of our City Council, do hereby congratulate Engineer Anderson for his completed service as of August 20th, 2024, we want to thank Engineer Anderson for his dedication and service to the citizens of the City of Suisun City and extend the best wishes from the entire organization to Engineer Anderson, for continued success and happiness in his future endeavors



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

  
Alma Hernandez, Mayor

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

DATE: August 20, 2024

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**AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Council Consideration of a Construction Contract for the Traffic Signal Improvements Project:

- a. Council Adoption of Resolution No. 2024-\_\_\_: Adopting the 1<sup>st</sup> Amendment to the Annual Appropriation Resolution No. 2024-87 to Appropriate Funds for the Traffic Signal Improvements Project; and
- b. Council Adoption of Resolution No. 2024-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with Pacific Excavation, Inc. for the Traffic Signal Improvements Project.

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**FISCAL IMPACT:** There would be no impact to the General Fund from the Traffic Signal Improvements Project (Project), Project No. HSIPL-5032(036). Construction of this Project will be funded with \$1,360,980 from Highway Safety Improvement Program (HSIP) Cycle 10 funds and with Off-Site Street Improvement Program (OSSIP) funds. OSSIP funds will cover multiple Project budget items including the 10% required grant match (\$136,098), a 15% contingency for the construction contract (\$293,993), and the portion of construction costs that are not covered by the awarded grant funds (\$559,195). The OSSIP funds will also cover \$100,000 for a consultant contract amendment with DKS Associates for additional design/build work which will occur concurrently with the construction portion of this Project for a total OSSIP contribution of \$989,286.

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**STRATEGIC PLAN:** Provide Good Governance, Ensure Public Safety, and Enhance the Environment.

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**BACKGROUND:** On March 26, 2021, the City was awarded \$1,515,330 in HSIP Cycle 10 grant funds for the Traffic Signal Improvements Project (Project), covering design and construction costs. The City will contribute the required minimum 10% local match, 15% contract contingency as well as cover a portion of the construction costs from OSSIP in order to fully fund the Project.

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**STAFF REPORT:** The Notice to Contractors for the Project was published in the Daily Republic newspaper on January 12, 2024, and again on January 19, 2024. Construction documents were also made available on BPX’s Plan Room webpage on January 12, 2024.

Bids were due by 2:00 PM on February 7, 2024. Following the submission deadline, six (6) bids were received and publicly opened. Details of the bids are listed in Attachment No. 4.

The Project scope includes upgrading the City’s the eleven (11) traffic signals which are all along major arterials. See Project Location Map (Attachment No. 3):

- Main Street and Lotz Way.
- Sunset Avenue at the main driveways to the Heritage Park & Sunset Avenue Shopping Centers.
- Sunset Avenue and Merganser Drive.
- Sunset Avenue and Pintail Drive.

- Sunset Avenue and Railroad Avenue (aka New Railroad Avenue – on west side of Sunset Ave.).
- Sunset Avenue and Railroad Avenue (aka Old Railroad Avenue – on east side of Sunset Ave.).
- Walters Road at the main driveway to Walmart.
- Walters Road and Petersen Road.
- Walters Road and Montebello Drive/Mammoth Way.
- Walters Road and Pintail Drive.
- Walters Road and Bella Vista Drive.

The improvements include, but are not limited to, upgrading and standardizing hardware and devices, such as cabinets/controllers, interconnect capabilities, backup batteries, and upgrading existing vehicle detection video cameras; adding mast arms to improve visibility of signal heads along roadway curves; providing advanced dilemma zone detection and, where necessary, protected left-turn phasing; and optimizing signal timing aimed at enhancing pedestrian safety and vehicular flow efficiency.

Furthermore, the recommended additive alternate contract work would include the installation of new vehicle detection video cameras at the following Project locations:

- Sunset Avenue and Railroad Avenue (aka New Railroad Ave.)
- Sunset Avenue at Railroad Avenue (aka Old Railroad Ave.)
- Walters Road at the main driveway to Walmart.
- Walters Road and Bella Vista Drive.

Staff recommends awarding the construction contract, including both the base Project scope and additive alternate work scope, to Pavement Excavation, Inc. for \$1,959,953.00, including a 15% contingency of \$293,993.00 for a maximum construction contract of \$2,253,946.00 and to adopt the 1st amendment to the Annual Appropriation Resolution (AAR) 2024-28 to appropriate OSSIP funds (\$989,286) for the Traffic Signal Improvements Project.

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

1. Resolution No. 2024-\_\_\_: Adopting the 1st Amendment to the Annual Appropriate Resolution No. 2024-87 to Appropriate Funds for the Traffic Signal Improvements Project; and
2. Resolution No. 2024-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with Pacific Excavation, Inc. for the Traffic Signal Improvements Project.

**DOCUMENTS ATTACHED:**

1. Resolution No. 2024-\_\_\_: Adopting the 1st Amendment to the Annual Appropriate Resolution No. 2024-87 to Appropriate Funds for the Traffic Signal Improvements Project.
2. Resolution No. 2024-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with Pacific Excavation, Inc. for the Traffic Signal Improvements Project.
3. Project Location Map.
4. Contract.
5. Table – Bids Received.

**PREPARED BY:**

Amanda Dum, Management Analyst II

**REVIEWED BY:**

Nouae Vue, Public Works Director

**APPROVED BY:**

Bred Prebula, City Manager

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**ATTACHMENTS:**

1. Resolution Adopting the 1st Amendment to the AAR for the Traffic Signal Improvements Project.pdf
2. Resolution Awarding Construction Contract and Approving Annual Appropriation Resolution for the Traffic Signal Improvements Project.
3. Project Location Map
4. Contract
5. Table - Bid Results

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**RESOLUTION NO. 2024-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
ADOPTING THE 1ST AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2024-87 TO  
APPROPRIATE FUNDS FOR THE TRAFFIC SIGNAL IMPROVEMENTS PROJECT.**

WHEREAS, On June 18, 2024, the City Council adopted the Annual Appropriation Resolution No. 2024-87 to appropriate from each of the several funds of the City to each Department of the City amounts set forth in the Annual Budget Business and Financial Plan for Fiscal Year 2024-25.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY:**

**THAT** the annual appropriation for Off-Site Street Improvement Program Fund is hereby amended as follows:

		<u>Increase/ (Decrease)</u>
TO:	Off-Site Street Improvement Program (OSSIP) Fund	\$ 989,286
	Total	<u>\$ 989,286</u>

**THAT** account titles and numbers requiring adjustment by this Resolution are as follows:

		<u>Sources</u>	<u>Uses</u>
Revenue:			
A/C No. 120-70101-6515	OSSIP Beginning Balance	\$ 989,286	
Appropriation:			
A/C No. 120-85115-6515	Transfer Out - Public Works Transportation CIP Fund		\$ 989,286
	Total Fund 120	<u>\$ 989,286</u>	<u>\$ 989,286</u>

		<u>Increase/ (Decrease)</u>	
TO:	Public Works Transportation Capital Improvement Program Fund	\$ 989,286	
	Total	<u>\$ 989,286</u>	

**THAT** account titles and numbers requiring adjustment by this Resolution are as follows:

Revenue:			
A/C No. 115-81120-9903	Transfer In - OSSIP - HSIP Cycle 10	\$ 989,286	
Appropriations:			
A/C No. 115-96310-9903	Traffic Improvments HSIP Cycle10 - CIP Construction		\$ 889,286
A/C No. 115-96210-9903	Traffic Improvments HSIP Cycle10 - CIP Design		\$ 100,000
	Total Fund 115	<u>\$ 989,286</u>	<u>\$ 989,286</u>

**THAT** the purpose is to appropriate funds into the budget for the Traffic Signal Improvements Project.

**ADOPTED AND PASSED** at a regular meeting of the City Council of the City of Suisun City duly held on the 20th day of August 2024, by the following vote:

**AYES:** COUNCILMEMBERS  
**NOES:** COUNCILMEMBERS  
**ABSENT:** COUNCILMEMBERS  
**ABSTAIN:** COUNCILMEMBERS

WITNESS my hand and seal of the said City this 20th day of August 2024.

\_\_\_\_\_  
Anita Skinner  
City Clerk

**RESOLUTION NO. 2024-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION  
CONTRACT ON THE CITY'S BEHALF WITH PACIFIC EXCAVATION, INC. FOR  
THE TRAFFIC SIGNAL IMPROVEMENTS PROJECT AND  
ADDITIONALLY TO ADOPT THE 1ST AMENDMENT TO THE ANNUAL  
APPROPRIATION RESOLUTION NO. 2024-87 TO APPROPRIATE FUNDS FOR  
THE TRAFFIC SIGNAL IMPROVEMENTS PROJECT**

**WHEREAS**, the City's Traffic Signal Improvements Project (Project) has been awarded Highway Safety Improvement Program (HSIP) Cycle 10 funding in the amount of \$1,515,330 with \$1,360,980 allocated for the construction portion of the Project; and

**WHEREAS**, the construction portion of the Project will include construction, City staff time charges to perform inspection, as well as other associated construction costs; and;

**WHEREAS**, funding requirements for the Project include a minimum local match of 10% (\$136,098), a 15% contingency (\$293,993), and the portion of the Project's construction costs that were not allocated as part of the Fiscal Year 2024-25 Budget (\$559,195) with all necessary funding requirements being covered of the Off-Site Street Improvement Project (OSSIP) fund noting that the OSSIP funding amount also includes \$100,000 for additional Projected related design/build services from DKS Associates which will occur concurrently with the construction work for this Project and which will be presented to Council for approval on the same Agenda as this Item; and

**WHEREAS**, the Project goal is to enhance pedestrian safety and vehicular flow efficiency via the Project scope which includes work on the City's eleven (11) traffic signals along its major arterials; and

**WHEREAS**, Project scope of work improvements include, but are not limited to, upgrading and standardizing hardware and devices, such as cabinets/controllers, interconnect capabilities, backup batteries, and upgrading existing vehicle detection video cameras, adding mast arms to improve visibility of signal heads along roadway curves, providing advanced dilemma zone detection, and where necessary, protected left-turn phasing along with optimizing signal timing; and

**WHEREAS**, the recommended and requested additive alternate work includes installing vehicle detection video cameras at four (4) of the Project's signalized intersections; and

**WHEREAS**, the construction bid documents for the Project were advertised on January 12, 2024, and again on January 19, 2024; and

**WHEREAS**, bids were due on February 7, 2024, at 2:00pm and at that time six (6) bids were received and the Public Works Department has reviewed the bids and determined that Pacific Excavation, Inc. provided the lowest responsive bid of \$1,959,953 for the Project and additive alternate work scope, and staff is recommending a 15% contingency for this Project.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City authorizes the City Manager to enter into a construction contract on behalf of the City with Pacific Excavation, Inc. for the Traffic Signal Improvements Project in the amount of \$1,959,953 for the base Project and additive alternate work scope, including a 15% contingency of \$293,993 for a maximum construction contract of \$2,253,946 and to take any and all necessary and appropriate actions to implement this contract and additionally to adopt the 1<sup>st</sup> Amendment to the Annual Appropriation Resolution 2024-87 to appropriate funds from OSSIP (\$989,246) for the Traffic Signal Improvements Project.

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**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City  
duly held on Tuesday, the 20<sup>th</sup> day of August 2024, by the following vote:

**AYES:** Councilmembers: \_\_\_\_\_  
**NOES:** Councilmembers: \_\_\_\_\_  
**ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

WITNESS my hand and the seal of said City this 20<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Anita Skinner  
City Clerk



**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Suisun City, California, hereinafter called "City", and \_\_\_\_\_ hereinafter called "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

**ARTICLE I**

For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City said Contractor agrees with said City to perform, and complete in a workmanlike manner all work required under the City's Drawings and Specifications entitled:

**Traffic Signal Improvements**

in accordance with the Specifications and Drawings therefore, to furnish at his own expense all labor, materials, equipment and services as may be stipulated in said Specifications to be furnished by said City, and to do everything required by this Agreement and the said Specifications.

**ARTICLE II**

For furnishing all said labor, materials, equipment, tools and services, providing traffic signal improvements, upgrading and standardizing traffic signal hardware and corresponding devices, and doing everything required by this Agreement and the said Specifications; also, for all losses and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also, for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said City; and for completing the work in accordance with the requirements of said Drawings and Specifications as directed by the Engineer, said City will pay and said Contractor shall receive, in full compensation therefore, the price(s) named in the Proposal.

**ARTICLE III**

The City hereby employs said Contractor to perform the work according to the terms of this Agreement for price(s) named in the Proposal, and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE IV**

The Notice to Contractors, Special Notice, Special Provisions Book, Bidder's Book including the Proposal, and Information Required of Bidder, along with the Contract Documents and all addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF SUISUN CITY, CALIFORNIA

By \_\_\_\_\_  
(City Manager)

\_\_\_\_\_  
(City Clerk) (SEAL)

CONTRACTOR

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**Traffic Signal Improvements Project**  
Bids Received

Company	Base Bid	Additive Alternate	Total
Pacific Excavation, Inc.	\$1,783,490.00	\$176,463.00	\$1,959,953.00
WBE (W. Bradley Electric)	\$1,819,155.00	\$235,200.00	\$2,054,355.00
St. Francis Electric	\$2,123,500.00	\$308,500.00	\$2,432,000.00
Tennyson Electric	\$2,168,500.00	\$270,000.00	\$2,438,500.00
Mike Brown Electric	\$2,248,722.00	\$233,910.00	\$2,482,632.00
Columbia Electric	\$2,322,365.00	\$263,420.00	\$2,585,785.00

## AGENDA TRANSMITTAL

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Council Adoption of Resolution No. 2024-\_\_\_: Authorizing the City Manager to Execute a Contract Amendment on the City’s Behalf with DKS Associates for the Traffic Signal Improvements Project.

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**FISCAL IMPACT:** There would be no impact to the General Fund from this item. It is recommended that the Transportation Capital Improvement Program (CIP) budget for retaining DKS Associates for the Traffic Signal Improvements Project (Project), Project No. HSIPL-5032(036)), be amended from \$171,150 to \$271,150. This proposed increase of \$100,000 will be funded by the Off-Site Street Improvement Program (OSSIP) funds.

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**STRATEGIC PLAN:** Provide Good Governance, Ensure Public Safety, and Enhance the Environment.

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**BACKGROUND:** On March 26, 2021, the City was awarded \$1,515,330 in Highway Safety Improvement Program (HSIP) Cycle 10 grant funds by the California Department of Transportation (Caltrans) for the design and construction of the Project. The City is obligated to provide a minimum 10% local match (\$168,370). City staff has determined that this match will be funded from the Off-Site Street Improvement Program (OSSIP) funds.

The overall Project scope includes upgrading eleven (11) traffic signals located on major arterials throughout Suisun City with working includes comprehensive upgrades to enhance traffic signal functionality and safety. Signals included in this Project are as follows and can be viewed in Attachment No. 2 – Project Location Map:

- Main Street and Lotz Way.
  - Sunset Avenue at the main driveways to the Heritage Park & Sunset Avenue Shopping Centers.
  - Sunset Avenue and Merganser Drive.
  - Sunset Avenue and Pintail Drive.
  - Sunset Avenue and Railroad Avenue (aka New Railroad Avenue – on west side of Sunset Ave.).
  - Sunset Avenue and Railroad Avenue (aka Old Railroad Avenue – on east side of Sunset Ave.).
  - Walters Road at the main driveway to Walmart.
  - Walters Road and Petersen Road.
  - Walters Road and Montebello Drive/Mammoth Way.
  - Walters Road and Pintail Drive.
  - Walters Road and Bella Vista Drive.
- 

**STAFF REPORT:** On January 18, 2022, the City Council passed a Resolution authorizing the City Manager to execute a design contract agreement with DKS Associates for \$155,320 to prepare plans, specifications, and a cost estimate (PS&E). The construction documents have since been completed, advertised, and bids received, with a responsible low bidder identified. The construction contract is pending City Council approval for award on the same Agenda as this item.

The \$155,320 cost for DKS Associates to prepare the PS&E was within the total budget of \$171,150

allocated for the design work. This budget included \$154,350 from the HSIP Cycle 10 grant and \$17,150 (10% local match requirement) from the OSSIP.

The HSIP grant requirements include performance of signal timing analysis for all eleven (11) Project intersections (see Background Section) to accomplish and meet all grant requirements it is necessary to amend the consultant agreement for additional work with DKS Associates that will include signal timing analysis and implementation of signal timing at four (4) signalized intersections once Pacific Excavation, Inc. has completed their construction contract update and improvement work to all eleven (11) traffic signals. DKS’s additional work will be performed on the following four (4) intersections:

- Sunset Avenue and Railroad Avenue (aka New Railroad Avenue – on west side of Sunset Ave.).
- Sunset Avenue and Railroad Avenue (aka Old Railroad Avenue – on east side of Sunset Ave.).
- Walters Road at the main driveway to Walmart.
- Walters Road and Bella Vista Drive.

Staff recommends that Council approve the requested amendment to the contract agreement with DKS Associates for the required additional work to complete the Traffic Signal Improvements Project, noting the 1st Amendment to the Annual Appropriations Resolution will have been approved as part of the contract award to Pacific Excavators, Inc. prior to the approval of this item.

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**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2024-\_\_\_: Authorizing the City Manager to Execute a Contract Amendment on the City’s Behalf with DKS Associates for the Traffic Signal Improvements Project.

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**DOCUMENTS ATTACHED:**

1. Resolution No. 2024-\_\_\_: Authorizing the City Manager to Execute a Contract Amendment on the City’s Behalf with DKS Associates for the Traffic Signal Improvements Project.
2. Project Location Map.
3. Contract Amendment.

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<b>PREPARED BY:</b>	Amanda Dum, Management Analyst II
<b>REVIEWED BY:</b>	Nouae Vue, Public Works Director
<b>APPROVED BY:</b>	Bred Prebula, City Manager

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**ATTACHMENTS:**

1. [Resolution for a Contract Amendment with DKS Associates.doc](#)
2. [Project Location Map.](#)
3. [Contract Amendment Form.](#)

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**RESOLUTION NO. 2024-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT  
AMENDMENT ON THE CITY'S BEHALF WITH  
DKS ASSOCIATES FOR THE TRAFFIC SIGNAL IMPROVEMENTS PROJECT**

**WHEREAS**, the City has been awarded \$1,515,330 in Highway Safety Improvement Program (HSIP) Cycle 10 grant funds for the design and construction of the Traffic Signal Improvements Project (Project), Project No. HSIPL-5032(036) and this grant award requires a minimum local match of 10%; and

**WHEREAS**, the Project will provide upgrades and improvements to the eleven (11) traffic signals within Suisun City limits; and

**WHEREAS**, on January 18, 2022, the design contract to prepare plans, specifications and cost estimates (PS&E) for the Project was awarded to DKS Associates; and

**WHEREAS**, the PS&E have since been completed, advertised, and bids received, with a responsible low bidder identified; and

**WHEREAS**, the construction contract is pending approval by the City Council and is on the same Agenda as this Item; and

**WHEREAS**, the HSIP grant application, prepared by the City, encompassed signal timing analysis for all eleven (11) project intersections and proposed signal timing changes based on the analysis; and

**WHEREAS**, the Scope of Work for the Project was submitted as part of the grant application and is now part of the grant's requirements, and to accomplish all grant requirements it is now necessary to amend the consultant agreement with DKS Associates (\$100,000) to include additional design/build work at four (4) intersection with this working needing to occur in tandem with the construction portion for of the Project and this work includes performing traffic signal timing analyses and implementation of the traffic signal timing recommendations discovered through the timing analysis: and

**WHEREAS**, staff seeks City Council approval to increase the consultant contract agreement amount from \$171,150 to \$271,150 with the increase being funded by OSSIP fund with the 1<sup>st</sup> Amendment to the Annual Appropriation Resolution for Fiscal Year 202425 having been approved by Finance and included with the Agenda Item requesting approval of the construction contract award to Pacific Excavators, Inc.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City authorizes the City Manager to execute a consultant contract amendment on the City's behalf with DKS Associates for the Traffic Signal Improvements Project to perform traffic signal timing analysis and to implement the traffic signal timing recommendations in the amount of \$100,000, and to take any and all necessary and appropriate actions to implement the contract amendment.

**PASSED AND ADOPTED** by a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 20<sup>th</sup> of August 2024, by the following vote:

**AYES:** Councilmembers: \_\_\_\_\_  
**NOES:** Councilmembers: \_\_\_\_\_  
**ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

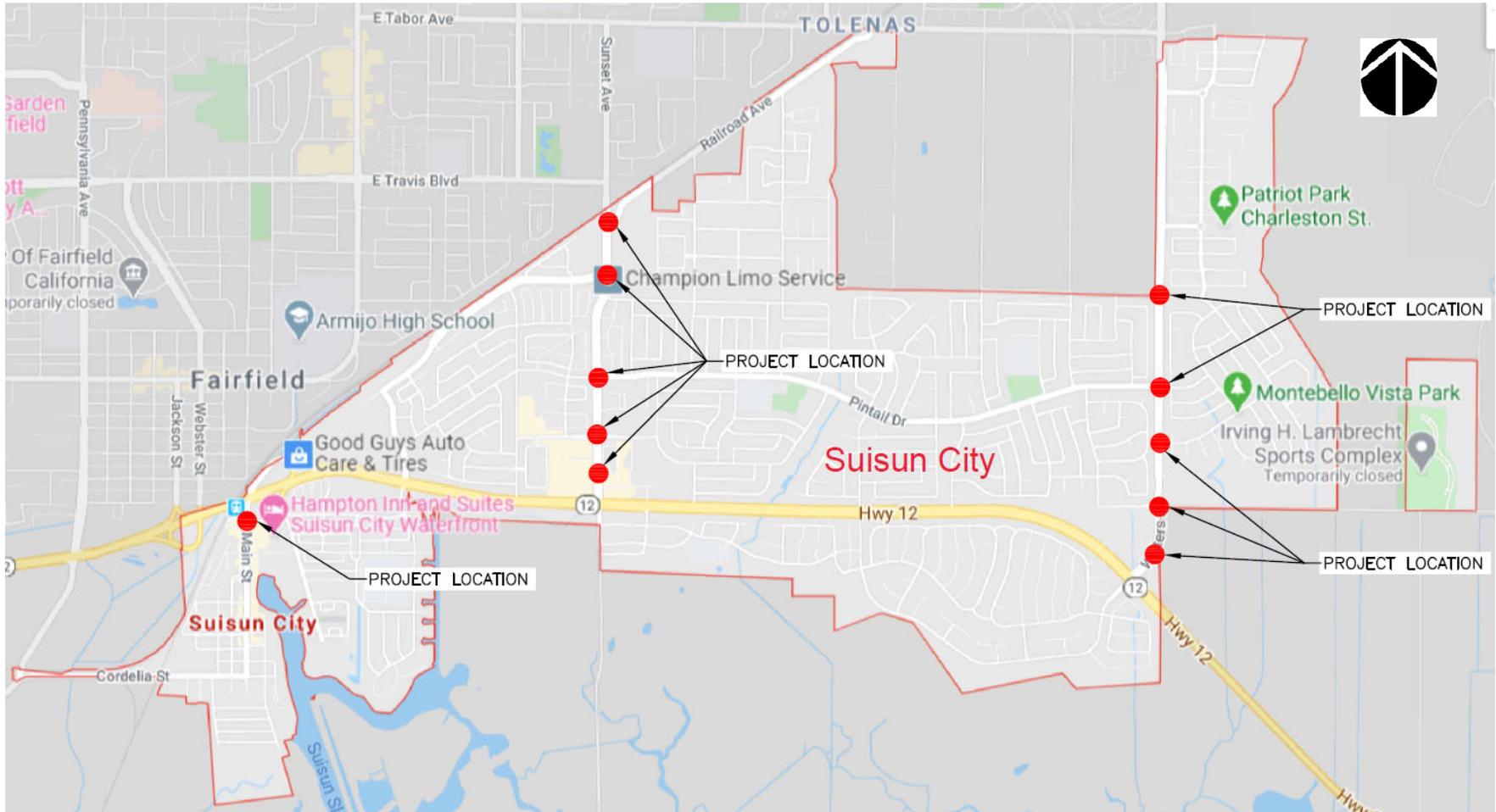
**WITNESS** my hand and the seal of said City this 20<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Anita Skinner  
City Clerk

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# Project Location Map

Traffic Signal Improvements Project, Project No. HSIPL-5032(036)



**PROFESSIONAL SERVICE CONTRACT AMENDMENT**

<b>CONTRACT AMENDMENT NO.</b>	<b>1</b>	<b>Date: July 21, 2024</b>	<b>Page</b>	<b>1</b>	<b>OF</b>	<b>1</b>
<b>PROJECT: Traffic Signal Improvements Project, Project No. HSIPL-5032(036)</b>						
<b>TO: David Mahama</b>			<b>CONSULTANT: DKS Associates</b>			
You are hereby directed to make changes in the scope of work or do the following described work, not included in the original for this contract. The work described in this Amendment shall conform to the original Scope of work insofar as the same may apply unless otherwise explicitly modified herein.						
<b>NOTE: This Amendment is not effective until approved by the City Manager.</b>						
<b>Amendment Requested By: Nouae Vue, P.E., Public Works Director/City Engineer</b>						

**I. Description of Amendment:**

The Engineering Division of the Public Works Departments continues to need assistance from the Design Engineer on Traffic Signal Improvements Project (Project), in order to fulfill the Highway Improvement Program (HSIP) Cycle 10, from which design and construction funding has been allocated to the Project. This includes signal timing analysis for all eleven signalized intersections in the City and implementation of the proposed signal timing changes based on the analysis. The timing changes will be made upon construction completion of the traffic signal upgrades. The cost proposal is \$100,000 for this additional work.

**II. Estimated Increase/Decrease:**

<b>Original Contract</b>	<b>\$ 171,150.00</b>	<b>Previous Amendments</b>	<b>\$ 0.00</b>
<b>This Amendment</b>	<b>\$ 100,000.00</b>	<b>Total Contract to Date</b>	<b>\$ 271,150.00</b>
<input type="checkbox"/> This CA is Federal Aid Eligible	By reason of this Amendment, the time of completion for all work under this contract will be adjusted as follows:	<input type="checkbox"/> Calendar Days	
<input checked="" type="checkbox"/> This CA is <i>not</i> Federal Aid Eligible		<input type="checkbox"/> Working Days	
	<input checked="" type="checkbox"/> N/A Days		

**III. Authorization**

We, the undersigned consultant, have given careful consideration to the proposed Amendment and hereby agree, if this proposal is approved, that we will provide all services, produce all contracted items, except as may be otherwise noted above, and perform all services necessary for the work specified above, and will accept as full payment therefore the prices shown above.

**Consultant:** \_\_\_\_\_ **Date Accepted:** \_\_\_\_\_

---

**By:** \_\_\_\_\_ **Title:** \_\_\_\_\_

---

**City of Suisun City:**

Prepared By: \_\_\_\_\_  
 Nick Lozano, Sr. Associate Engineer/Project Manager \_\_\_\_\_ Date \_\_\_\_\_

Approval Recommended : \_\_\_\_\_  
 Nouae Vue, P.E., Public Works Director/City Engineer \_\_\_\_\_ Date \_\_\_\_\_

City Manager Approval: \_\_\_\_\_  
 Bret Prebula, City Manager \_\_\_\_\_ Date \_\_\_\_\_

**AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Council Adoption of Council Resolution 2024-\_\_\_: A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein (Blossom Avenue Apartments).

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**FISCAL IMPACT:** There would be no impact to the General Fund from this item. The cost of the annexation process is covered by developer supplied funds. The Annexation of the Blossom Avenue Apartments into Community Facilities District No. 2 meets the fiscal criteria as established by Resolution No. 2005-69 Cost Recovery Policy for New Development, dated October 4, 2005. The Community Facilities District is intended to offset Municipal Service costs, including administrative costs, thereby reducing the negative fiscal impact of new development on the City’s General Fund.

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**STRATEGIC PLAN:** Provide Good Governance and Ensure Public Safety.

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**BACKGROUND:** As part of the conditions of approval for the Blossom Avenue Apartments, the developer is required to mitigate the impact on City Services due to the new development. In accordance with the development conditions imposed on development project, the landowner is annexing to Community Facility District No. 2 to offset municipal service costs for police, fire, paramedics, landscaping and storm drain maintenance.

---

**STAFF REPORT:** The first step in the legislative process for annexation of the Blossom Avenue Apartments into Community Facility District No. 2 (CFD#2) is for Council to pass a Resolution of Intention. This will be Annexation #18 into CFD#2.

The next step will include conducting the Public Hearing, opening of ballots, and adopting the associated Ordinance which will complete the annexation process for the Blossom Avenue Apartments into CFD#2.

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**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Resolution 2024-\_\_\_: A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein (Blossom Avenue Apartments).

---

**DOCUMENTS ATTACHED:**

1. Resolution 2024-\_\_\_: A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein (Blossom Avenue Apartments).
  2. Annexation Map #18.
  3. Community Facilities District #2 Rate and Method of Apportionment.
- 

**PREPARED BY:**

Amanda Dum, Management Analyst II

**REVIEWED BY:**

Nouae Vue, Public Works Director

**APPROVED BY:**

Bret Prebula, City Manager

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**ATTACHMENTS:**

1. Resolution 2024-\_\_\_: A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein (Blossom Avenue Apartments).
2. Annexation No. 18 Map
3. Community Facilities District #2 Rate and Method of Apportionment.



1 **4. Special Tax.** Except to the extent that funds are otherwise available to the CFD to pay  
2 for the Services, a special tax sufficient to pay the costs thereof is intended to be levied  
3 annually within the CFD and collected in the same manner as ordinary *ad valorem* property  
4 taxes.

5 The special tax proposed to pay for Services to be supplied within the territory proposed to be  
6 annexed will be equal to the special taxes levied to pay for the same Services in the CFD,  
7 except that a higher or lower tax may be levied within the territory proposed to be annexed or  
8 to be annexed in the future to the extent that the actual cost of providing the Services in that  
9 territory is higher or lower than the cost of providing those Services in the CFD.

10 The proposed rate and method of apportionment of the special tax among the parcels of real  
11 property within the CFD, as now in existence and following the annexation proposed herein,  
12 in sufficient detail to allow each landowner within the territory proposed to be annexed to the  
13 CFD to estimate the maximum amount such owner will have to pay, are described in the Rate  
14 and Method.

15 **5. Hearing.** Tuesday, October 1, 2024, at 6:30 p.m. or as soon as possible thereafter, in  
16 the City Hall, Council Chambers, 701 Civic Center Boulevard, Suisun City, California, be,  
17 and the same are hereby appointed and fixed as the time and place when and where this  
18 Council, as legislative body for the CFD, will conduct a public hearing on the matters  
19 described in this Resolution.

20 **6. Notice.** The City Clerk is hereby directed to cause notice of said public hearing to be  
21 given by publication one time in a newspaper of general circulation in the area of the CFD,  
22 including the area to be annexed to the CFD. The publication of said notice shall be  
23 completed at least 7 days before the date herein set for said hearing. The City Clerk may also  
24 cause a copy of such notice and a copy of this Resolution to be mailed to each landowner  
25 within the territory proposed to be annexed, which notice, and resolution shall be mailed at  
26 least 15 days before the date of said hearing. Such notice shall be substantially in the form  
27 specified in Section 53339.4 of the Act, with a summary form specifically authorized.

28 **7. Effective Date.** This Resolution shall take effect upon its adoption.

\* \* \* \* \*

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of  
Suisun City duly held on Tuesday, the 20<sup>th</sup> day of August 2024, by the following vote:

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

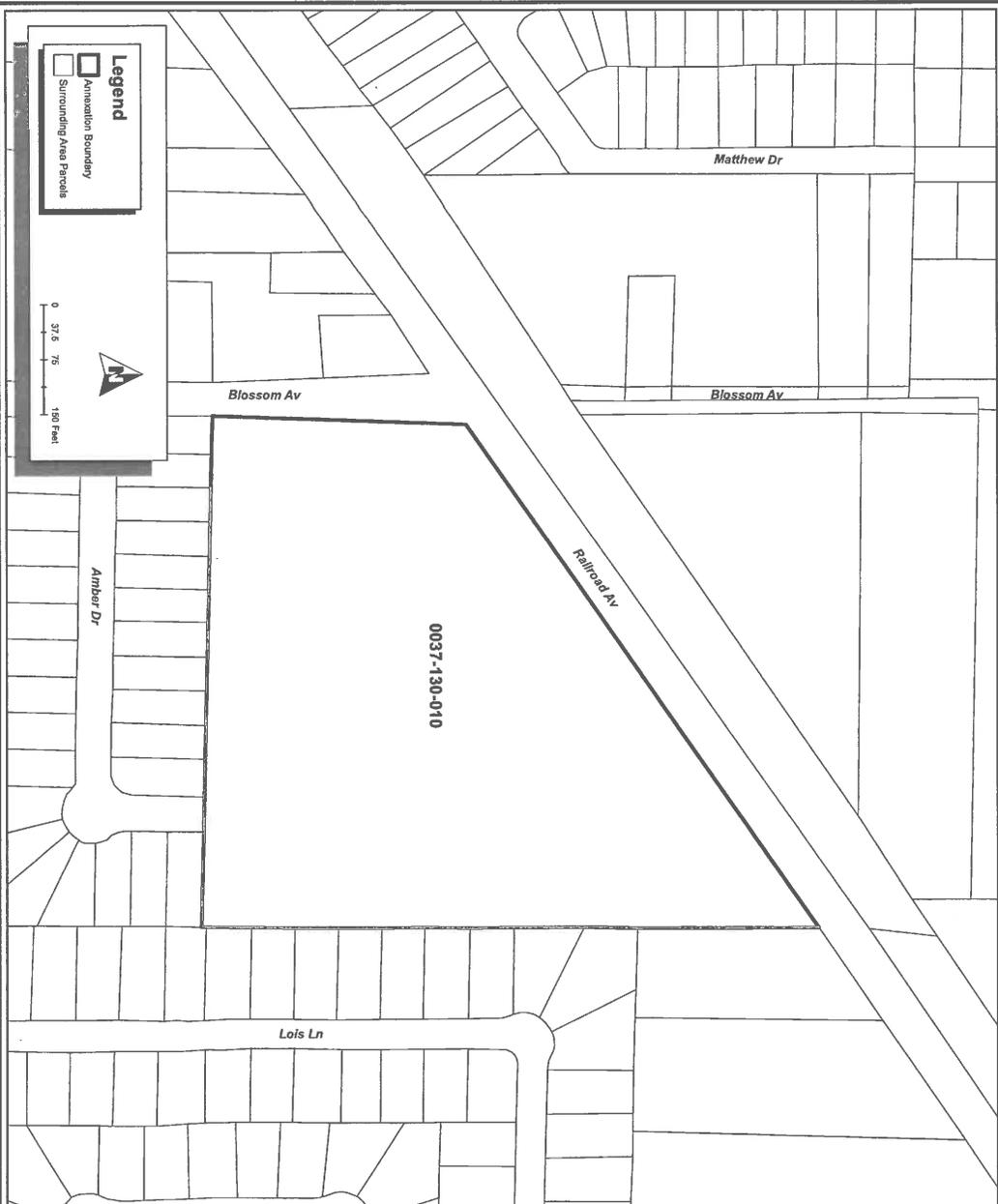
**WITNESS** my hand and the seal of said City this 20<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Anita Skinner  
City Clerk

**Annexation Map No. 18 of City of Suisun City  
Community Facilities District No. 2 (Municipal Services)**

COUNTY OF SOLANO  
STATE OF CALIFORNIA

Sheet 1 of 1



REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF CITY OF SUISUN COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA," FILED THE 27TH DAY OF OCTOBER, 2005, AT THE HOUR OF IN BOOK 23 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 60, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SOLANO, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

1. FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SUISUN CITY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

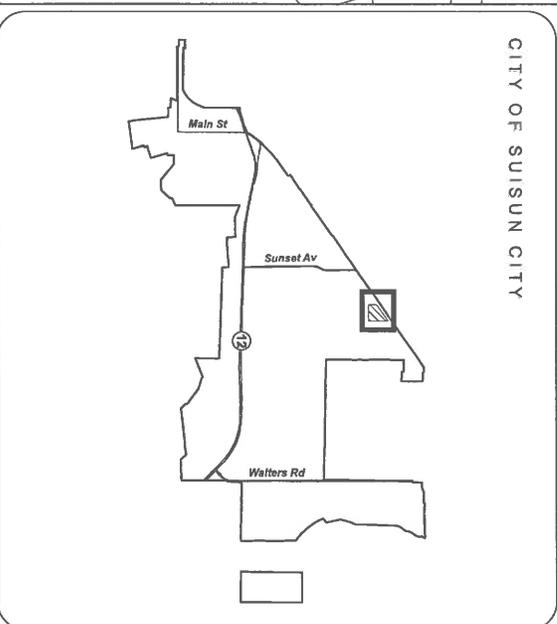
**CITY CLERK**

2. I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 18 TO CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY, AT A MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

**CITY CLERK**

3. FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA.

**COUNTY RECORDER**  
COUNTY OF SOLANO



Source: Solano County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California II FIPS 0402 Feet



## EXHIBIT B

### CITY OF SUISUN CITY Community Facilities District No. 2 (Municipal Services)

#### RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2 (Municipal Services) (the "CFD") shall be levied and collected according to the tax liability determined by the City Council, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

#### A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the Solano County Recorder's Office.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 commencing at Section 53311 of the California Government Code.

**"Administrator"** means the individual(s) designated by the City to administer the CFD in accordance with the authority and powers granted by the City Council.

**"Assessor's Parcel" or "Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

**"Assessor's Parcel Map"** means an official map of the County Assessor of the County of Solano designating parcels by Assessor's Parcel number.

**"Average Increase"** means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by (1) referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year, and (2) taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase.

**"Building Square Footage"** means the total gross square footage of the floor area of the buildings on any Parcel of Non-Residential Property determined by calculating the combined floor area contained within a building's exterior walls including the area of an addition

where floor area is increased. Parking areas and exterior walkways shall not be included in the calculation of Building Square Footage. The determination of Building Square Footage shall be made by reference to appropriate records kept by the City's Building Department.

**"CFD-Wide Special Tax"** means the Maximum Special Tax identified in Section C.1 below that shall be levied on all Developed Property within the CFD.

**"CFD-Wide Special Tax Requirement"** means the amount necessary in any Fiscal Year to (i) pay the cost of authorized police, fire, paramedical, storm drain and City-wide landscaping services, (ii) pay administrative expenses of the CFD, and (iii) cure delinquencies in the payment of Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Special Taxes which have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected.

**"City"** means the City of Suisun City.

**"City Council"** means the City Council of the City of Suisun City, acting as the legislative body of the CFD.

**"Developed Property"** means, in any Fiscal Year, all Taxable Property for which a building permit for new construction has been issued prior to July 1 of the preceding Fiscal Year.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"Indices"** means the Consumer Price Indexes for the San Francisco-Oakland-San Jose Urban Wage Earners and Clerical Workers Category and the U.S. City Average Urban Wage Earners and Clerical Workers Category.

**"Live/Work Property"** means a Parcel on which all or a portion of a Unit is deed-restricted for commercial use, as determined in the sole discretion of the City.

**"Maximum CFD-Wide Special Tax"** means the maximum CFD-Wide Special Tax, determined in accordance with Section C.1 below, that can be levied on Taxable Property in any Fiscal Year.

**"Maximum Tax Zone Special Tax"** means the maximum Tax Zone Special Tax, determined in accordance with Section C.2 below, that can be levied on Taxable Property in any Fiscal Year.

**"Multi-Family Property"** means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure with Units that are offered for rent to the general public.

**"Non-Residential Property"** means any Taxable Property within the boundaries of the CFD that is not Live/Work Property, Single Family Detached Property, Single Family Attached Property or Multi-Family Property, as defined herein.

**"Public Agency"** means the federal government, State of California or other local governments or public agencies.

**“RMA”** means this Rate and Method of Apportionment of Special Tax.

**“Single Family Attached Property”** means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale units, including such residential structures that meet that statutory definition of a condominium contained in Civil Code Section 1351.

**“Single Family Detached Property”** means, in any Fiscal Year, all Parcels of Developed Property which meet both of the following criteria: (i) a building permit was issued for construction of a Unit that does not share a common wall with another Unit, and (ii) the Parcel has not been designated as Live/Work Property.

~~**“Special Tax”** means a special tax levied in any Fiscal Year to pay the CFD-Wide Special Tax Requirement or the Tax Zone Special Tax Requirement.~~

**“Taxable Property”** means all Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section E below.

**“Tax Zone”** means a mutually exclusive geographic area within which a particular Tax Zone Special Tax may be levied pursuant to this RMA. All of the property within the CFD at the time of the CFD formation is within Tax Zone #1; additional Tax Zones may be created when property is annexed into the CFD, and a separate Tax Zone Special Tax shall be identified for property within a new Tax Zone at the time of such annexation.

**“Tax Zone Special Tax”** means a Special Tax that shall be levied within a particular Tax Zone or Tax Zones but not necessarily levied at a consistent rate throughout the entire CFD.

**“Tax Zone Special Tax Requirement”** means the amount necessary in any Fiscal Year to pay the cost of authorized landscaping services within a particular Tax Zone. A separate Tax Zone Special Tax Requirement shall be determined each Fiscal Year for each Tax Zone within which a Tax Zone Special Tax is authorized to be levied.

**“Unit”** means a residential dwelling unit, including individual single-family detached, duplex, triplex, fourplex, townhome, condominium, or apartment units.

**B. DATA FOR ANNUAL ADMINISTRATION OF SPECIAL TAX**

After July 1 of each Fiscal Year, the Administrator shall categorize all Parcels of Taxable Property in the CFD as Single Family Detached Property, Single Family Attached Property, Multi-Family Property, Live/Work Property or Non-Residential Property. For each Parcel of Single Family Attached Property, Live/Work Property and Multi-Family Property, the Administrator shall determine the number of Units on the Parcel by referencing the building permit, site plan, condominium plan, apartment plan or other development plan for the Parcel. The Administrator shall determine the Building Square Footage for all Parcels of Non-Residential Property. The Administrator shall also determine the Tax Zone within which each Parcel of Taxable Property is located.

**C. MAXIMUM SPECIAL TAX**

**1. *CFD-Wide Special Tax***

Table 1 below identifies the Maximum CFD-Wide Special Taxes.

**Table 1  
City of Suisun City  
Community Facilities District No. 2  
(Municipal Services)  
Maximum CFD-Wide Special Taxes**

<b>Land Use Category</b>	<b>Maximum CFD-Wide Special Tax Fiscal Year 2005-06 *</b>
Single Family Detached Property	\$629.90 per Unit
Single Family Attached Property	\$472.43 per Unit
Multi-Family Property	\$236.21 per Unit
Live/Work Property	\$629.90 per Unit plus \$629.90 per 1,000 square feet (or portion thereof) of non-residential building and ancillary improvements
Non-Residential Property	The greater of \$629.90 per parcel or \$629.90 per 1,000 Square Feet (or portion thereof) of Building Square Footage

\* Beginning in January 2006 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

**2. Tax Zone #1 Special Tax**

Table 2 below identifies the Maximum Tax Zone Special Tax for Tax Zone #1. A different Maximum Tax Zone Special Tax shall be identified for Tax Zones added to the CFD as a result of future annexations.

**Table 2  
City of Suisun City  
Community Facilities District No. 2  
(Municipal Services)  
Maximum Tax Zone Special Taxes for Tax Zone #1**

Land Use Category	Maximum CFD-Wide Special Tax Tax Zone #1 Fiscal Year 2005-06 *
Single Family Detached Property	\$386.04 per Unit
Single Family Attached Property	\$289.53 per Unit
Multi-Family Property	\$144.77 per Unit
Live/Work Property	\$386.04 per Unit plus \$386.04 per 1,000 square feet (or portion thereof) of non-residential space
Non-Residential Property	The greater of \$386.04 per Parcel or \$386.04 per 1,000 Square Feet (or portion thereof) of Building Square Footage

\* Beginning in January 2006 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

**D. METHOD OF LEVY AND COLLECTION OF THE SPECIAL TAX**

**1. CFD-Wide Special Tax**

Each Fiscal Year, the CFD-Wide Special Tax shall be levied on all Parcels of Developed Property within the CFD as follows:

- Step 1:** Determine the CFD-Wide Special Tax Requirement for the Fiscal Year in which the CFD-Wide Special Tax will be collected;
- Step 2:** Calculate the total CFD-Wide Special Tax revenues that could be collected from Developed Property within the CFD based on application of the Maximum CFD-Wide Special Tax rates determined pursuant to Section C.1 above;
- Step 3:** If the amount determined in Step 1 is **greater than or equal to** the amount calculated in Step 2, levy the Maximum CFD-Wide Special Tax on all Parcels of Developed Property in the CFD.

**Step 4:** If the amount determined in Step 1 is less than the amount calculated in Step 2, levy the CFD-Wide Special Tax against all Parcels of Developed Property in equal percentages up to 100% of the Maximum CFD-Wide Special Tax for each Parcel until the amount of the CFD-Wide Special Tax levy equals the CFD-Wide Special Tax Requirement for that Fiscal Year.

## **2. Tax Zone Special Tax**

Each Fiscal Year, the Tax Zone Special Tax shall be levied on all Parcels of Developed Property within each Tax Zone as follows:

**Step 1:** Separately for each Tax Zone, determine the Tax Zone Special Tax Requirement for the Fiscal Year in which the Tax Zone Special Tax will be collected;

**Step 2:** Calculate separately for each Tax Zone the total Tax Zone Special Tax revenues that could be collected from Developed Property within the Tax Zone based on application of the Maximum Tax Zone Special Tax rates for that Tax Zone;

**Step 3:** If the amount determined in Step 1 is greater than or equal to the amount calculated in Step 2, levy the Maximum Tax Zone Special Tax on all Parcels of Developed Property in the Tax Zone.

**Step 4:** If the amount determined in Step 1 is less than the amount calculated in Step 2, levy the Tax Zone Special Tax against all Parcels of Developed Property within the Tax Zone in equal percentages up to 100% of the Maximum Tax Zone Special Tax for each Parcel until the amount of the Tax Zone Special Tax levy equals the Tax Zone Special Tax Requirement for that Fiscal Year.

The CFD-Wide Special Tax and the Tax Zone Special Tax within the CFD shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the CFD may (under the authority provided in the Act), in any particular case, bill the taxes directly to the property owner off the County tax roll, and the Special Taxes will be equally subject to penalties and foreclosure if delinquent.

### **E. LIMITATIONS**

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on land that has been conveyed to a Public Agency, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.

### **F. INTERPRETATION OF SPECIAL TAX FORMULA**

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

**AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Council Adoption of Resolution No. 2024-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with Insituform Technologies, LLC for the 2024 Sanitary Sewer and Storm Drain Pipe Lining Project.

---

**FISCAL IMPACT:** There would be no impact to the General Fund from the 2024 Sanitary Sewer and Storm Drain Pipe Lining Project (Project). Funds are available within the Sewer Maintenance Fund (F185) and funds have also been set aside within the ARPA Fund (\$150,900), and funds within the Storm Drain Maintenance Fund (F190). The total contract award amount would be \$1,548,916.60 which includes the bid cost \$1,408,106 and a 10% contingency of \$140,810.60.

---

**STRATEGIC PLAN:** Provide Good Governance and Enhance the Environment.

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**BACKGROUND:** It is the City’s responsibility to maintain sewer lines 10” or smaller along with maintaining storm drain lines within City limits. Storm drain lines and sewer lines do not last indefinitely and repairs are necessary from time to time to ensure both systems remain in good working order.

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**STAFF REPORT:** This Project proposes to rehabilitate approximately 11,213 linear feet of sanitary sewer lines in the Downtown area and also within an area south Marina Boulevard.

The construction bid documents for the Project were advertised in the Daily Republic newspaper on the following dates: a) May 8, 2024, and b) May 15, 2024. The Engineer’s cost estimate for the Project was \$1,255,000.

Bids were due on May 29, 2024, at 2:00 PM. Insituform Technologies, LLC is the lone bidder with a bid amount of \$1,408,106. Insituform Technologies, LLC will use the Cured-In-Place (CIPP) lining method which should work with the materials types of the two piping systems.

Staff recommends awarding the construction contract to Insituform Technologies, Inc. for the 2024 Sanitary Sewer and Storm Drain Pipe Lining Project in the amount of \$1,548,916.60 which includes the bid cost \$1,408,106 and a 10% contingency of \$140,810.60.

---

**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2024-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with Insituform Technologies, LLC for the 2024 Sanitary Sewer and Storm Drain Pipe Lining Project.

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**DOCUMENTS ATTACHED:**

1. Resolution No. 2024-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with Insituform Technologies, LLC for the 2024 Sanitary Sewer and Storm Drain Pipe Lining Project.
2. Project Location Map.

3. Project Contract.

---

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

Amanda Dum, Management Analyst II  
Nouae Vue, Public Works Director  
Bret Prebula, City Manager

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**ATTACHMENTS:**

1. [Resolution for a Construction Contract on the Citys Behalf with Insituform Technologies, LLC](#)
2. [Project Location Map.](#)
3. [Project Contract.](#)

1 **RESOLUTION NO. 2024-**

2 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY**  
3 **AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION**  
4 **CONTRACT ON THE CITY’S BEHALF WITH INSITUFORM TECHNOLOGIES,**  
5 **LLC FOR THE 2024 SANITARY SEWER AND STORM DRAIN PIPE LINING**  
6 **PROJECT**

7 **WHEREAS**, the 2024 Sanitary Sewer and Storm Drain Pipe Lining Project (Project)  
8 proposes to rehabilitate approximately 11,213 linear feet of sanitary sewer lines in the Downtown  
9 area as well as in the area on the south end Marina Boulevard; and

10 **WHEREAS**, the purpose of this rehabilitation Project is to preserve, if not improve, the  
11 integrity of the City’s sanitary sewer and storm drain systems; and

12 **WHEREAS**, Insituform Technologies, LLD (Contractor) plans to use the Cure-In Place  
13 (CIPP) lining method to complete the Project, additionally the Project also includes the lining of  
14 one metal storm drain pipe running across and underneath Highway 12 between Marina  
15 Boulevard and Village Drive as the existing storm drain pipe is in need of repair; and

16 **WHEREAS**, the construction bid documents for the Project were advertised on May 8,  
17 2024, and May 15, 2024, and Insituform Technologies, LLC was the lone bidder submitting a bid  
18 amount of \$1,408,106.

19 **NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of  
20 Suisun City authorizes the City Manager to enter into a construction contract on the City’s behalf  
21 with Insituform Technologies, LLC for the 2024 Sanitary Sewer and Storm Drain Pipe Lining  
22 Project (\$1,408,106) and a 10% Project contingency (\$140,810.60) for a total contract amount of  
23 1,548,916.60.

24 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun  
25 City duly held on Tuesday, the 20<sup>th</sup> day of August 2024, by the following vote:

26 **ABSENT:** Councilmembers: \_\_\_\_\_  
27 **NOES:** Councilmembers: \_\_\_\_\_  
28 **ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

29 **WITNESS** my hand and the seal of said City this 20<sup>th</sup> day of August 2024.

30 \_\_\_\_\_  
31 Anita Skinner  
32 City Clerk

# Project Location Map



**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Suisun City, California, hereinafter called "City", and **InsituForm Technologies, Inc.** hereinafter called "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

**ARTICLE I**

For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City said Contractor agrees with said City to perform, and complete in a workmanlike manner all work required under the City's Drawings and Specifications entitled:

**2024 Sanitary Sewer and Storm Drain Pipe Lining Project**

in accordance with the Specifications and Drawings therefore, to furnish at his own expense all labor, materials, equipment and services as may be stipulated in said Specifications to be furnished by said City, and to do everything required by this Agreement and the said Specifications.

**ARTICLE II**

For furnishing all said labor, materials, equipment, tools and services, furnishing and installing pipe liners by cured-in-place (CIPP) method, and doing everything required by this Agreement and the said Specifications; also, for all losses and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also, for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said City; and for completing the work in accordance with the requirements of said Drawings and Specifications as directed by the Engineer, said City will pay and said Contractor shall receive, in full compensation therefore, the price(s) named in the Proposal.

**ARTICLE III**

The City hereby employs said Contractor to perform the work according to the terms of this Agreement for price(s) named in the Proposal, and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE IV**

The Notice to Contractors, Special Notice, Special Provisions Book, Bidder's Book including the Proposal, and Information Required of Bidder, along with the Contract Documents and all addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF SUISUN CITY, CALIFORNIA

By \_\_\_\_\_  
(City Manager)

\_\_\_\_\_  
(City Clerk) (SEAL)

CONTRACTOR

\_\_\_\_\_  
InsituForm Technologies, Inc.  
(Contractor)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Council Adoption of Resolution No. 2024-\_\_\_: Authorizing the City Manager to Enter into a Memorandum of Understanding between the City of Fairfield and the City of Suisun City for Fire Department Duty Chief Coverage.

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**FISCAL IMPACT:** The fiscal impact for the remainder of the year is approximately \$80,000.00. Costs to be offset by the elimination of the Division Chief position and Duty Chief stipend within the Fire Department.

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**STRATEGIC PLAN:** Ensure Public Safety

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**BACKGROUND:** Until 2019, the fire department was a majority volunteer department, with only a Fire Chief and two full time Captains. During that era, Volunteer Battalion Chief’s and a Volunteer Deputy Chief provided Duty Chief coverage overnight and on weekends. The last Volunteer Chief Officer’s retired in 2019 leaving a void in coverage. The Fire Chief and two Division Chiefs began providing 24-hour duty chief coverage to support the line staff and provide incident management as the Incident Commander for fires and larger incidents.

In November 2020, resolution 2020-141 created the third amendment to the Suisun City Management and Professional Employees Association (SCMPEA) Memorandum of Understanding (MOU) to include “Fire Duty Chief Standby Pay” for the rank of Division Chief. This was to provide for a stipend rate of the following dollar amounts: \$200 for weekday nights, \$200 for weekend days; and \$200 for weekend nights. The MOU language includes: “The Fire Chief shall have the sole ability to schedule the Fire Duty Chief assignments based on staffing, budget, and operational discretion as he/she sees fit”. The Duty Chief coverage and stipend rate was also included in the Fire Chief’s contract agreement so we could provide for a Chief Officer for each of the three shifts on a rotational basis.

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**STAFF REPORT:** Since November of 2023, the fire department has been unable to successfully recruit for the vacant Division Chief position and as a result, the Fire Chief, Deputy Fire Chief and a retired annuitant Division Chief have been providing Duty Chief coverage on a rotational basis. The two main determinants for applicants in the Division Chief position are the compensation package and the duty chief schedule.

The Division Chief is a mid-management position that works a 40-hr week (or 2080 hours a year) and provides Duty Chief coverage on a rotational basis between two other Chiefs working a 48/96 schedule. If their Duty Chief shift falls on Monday through Friday, they will work two 24-hour shifts while working their normal 40-hour work week. On average, depending on the shift (A, B, or C), there will be at least one shift that falls on both Saturday and Sunday. When this happens the Duty Chief will work an 40-hour work week, 48-hours over a weekend, and come in on

Monday to work their full 40-hours. Past employees in the position and applicants have expressed concerns with the Division Chief position work schedule and on call Duty Chief responsibilities leading to burnout and exhaustion due the long hours worked. This model worked well when the fire

department was a mostly volunteer fire department in the past.

Currently, the Fire Department is using a retired annuitant position to fill in as a Duty Chief, however this position is restricted in the number of hours they can work in a fiscal year, and his contract agreement terminates on December 31, 2024. This will leave the Fire Chief and Deputy Fire Chief to take on additional shifts beyond their current schedule. The annual budget allocation for Duty Chief coverage is approximately \$93,600.

A fully staffed fire department provides for staffing Battalion Chiefs, where they are assigned on a 48/96 work schedule (2912-hour employees) who work shifts along the line staff, providing for supervision and incident command functions for higher alarm incidents. The Suisun City Fire Department has explored options to include transitioning to a Battalion Chief model, however this would require adding three additional full-time positions at an estimated cost of \$662,489.00 annually. Unfortunately, the City is not in a financial position to implement a Battalion Chief model at this time. Considering this, the Fire Chief has taken steps to find opportunities to leverage resources to ensure the level of service and Duty Chief coverage is maintained for Suisun City. This position is critical to provide overall incident management functions, provide for firefighter and civilian safety and manage the deployment of emergency resources daily. As a result, the Fire Chief has proposed a department reorganization that will eliminate the Division Chief position and divert funding from this position to one full-time Firefighter position saving approximately \$48,270 annually. This will enable the Fire Department to work towards placing three firefighters on one engine, on one shift, taking a phased approach towards placing three firefighters on each shift on both engine companies when fiscally allowed in the future.

To relieve the strain on our command staff and provide the best possible service to the citizens of Suisun City, the fire department is seeking to form an agreement with the City of Fairfield for Duty Chief coverage for A and B-shifts. C-Shift will continue to be staffed by a Suisun City Chief Officer as long as it remains beneficial to the department and its staff. This agreement is intended to be a short-term solution until it is possible for Suisun City to potentially fund a Battalion Chief model when funding resources allow. Through this contract with Fairfield Fire Department, their Battalion Chief's will respond to the City of Suisun for incidents and greater alarm emergencies as outlined in Appendix A of the contract. The City of Suisun Fire Department and Fairfield Fire Department firefighters work frequently together to support one another through mutual aid when needed. The opportunity to partner and leverage resources with our neighboring agencies will bring value and efficiency to the Suisun City Fire Department and our community. The Fairfield Fire Department, Fire Chief and his management team bring a wealth of knowledge, resources and capabilities that would benefit our community and assist us by providing Duty Chief coverage for our City. With City Council approval we intend to implement the contract agreement on September 1st, 2024.

The costs savings from eliminating the Division Chief position are approximately \$220,827.73 in Salary and Benefits, the savings from eliminating two of the three duty chief shifts is approximately \$62,400.00. The cost of the Duty Chief coverage with the City of Fairfield will be \$8,000.00 a month, or \$96,000.00 annually. By realigning the fire department operational model there will be a costs savings of approximately \$44,669.81 annually.

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**STAFF RECOMMENDATION:** Council Adoption of Resolution No. 2024-\_\_\_: Authorizing the City Manager to Enter into a Memorandum of Understanding between the City of Fairfield and the City of Suisun City for Fire Department Duty Chief Coverage - (Lopez: bllopez@suisun.com).

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**DOCUMENTS ATTACHED:**

1. Resolution No. 2024-\_\_\_: MOU Between the City of Fairfield and the City of Suisun City for Fire Department Duty Coverage.
2. MOU Between the City of Fairfield and the City of Suisun City for Fire Department Duty Coverage.

---

**PREPARED BY:**

Michelle Zunino, Administrative Technician

**REVIEWED BY:**

Brad L. Lopez, Fire Chief

**APPROVED BY:**

Bret Prebula, City Manager

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**ATTACHMENTS:**

1. [Resolution MOU with the City of Fairfield for Duty Chief Coverage.docx](#)
2. [MOU Between the City of Fairfield and the City of Suisun City for Fire Department Duty Coverage](#)

1 **RESOLUTION NO. 2024-**

2 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY**  
3 **AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF**  
4 **UNDERSTANDING BETWEEN THE CITY OF FAIRFIELD AND THE CITY OF**  
5 **SUISUN CITY FOR FIRE DEPARTMENT DUTY CHIEF COVERAGE**

6 **WHEREAS**, The Suisun City Fire Department has a need to provide for on-call Duty  
7 Chief coverage during week nights and weekend shifts; and

8 **WHEREAS**, Prior 2019, Duty Chief coverage for evening and weekend hours was  
9 provided by Volunteers Chief Officers. When the final Volunteer Chief Officer retired in  
10 September 2019, this vital role was vacant; and

11 **WHEREAS**, In 2020, when full-time Chief Officer positions were implemented, they  
12 provided Duty Chief coverage over the three assigned shifts, overnight and on weekends while  
13 continuing to work their normal work week and office hours; and

14 **WHEREAS**, Since November of 2023, the Division Chief position has remained vacant  
15 leaving the Fire Chief to fill in the Duty Chief coverage for A-shift; and

16 **WHEREAS**, The Fire Chief has explored options to create a more effective and  
17 sustainable Duty Chief model; and

18 **WHEREAS**, the Suisun City Fire Chief and Fairfield Fire Chief have an interest in  
19 formalizing a partnership through a contract agreement to provide Duty Chief coverage for the  
20 City of Suisun City during two of the three fire department shift schedules, A and B shifts,  
21 while C shift will remain covered by a Suisun City Chief Officer; and

22 **NOW, THEREFORE, BE IT RESOLVED** by the City Council of Suisun City hereby  
23 authorizing the City Manager to enter into a Memorandum of Understanding between the City  
24 of Fairfield and the City of Suisun City for fire department duty chief coverage:

25 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun  
26 City duly held on Tuesday, the 20<sup>th</sup> day of August 2024, by the following vote:

27 **AYES:** Councilmembers: \_\_\_\_\_  
28 **NOES:** Councilmembers: \_\_\_\_\_  
**ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

**WITNESS** my hand and the seal of said City this 20<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Anita Skinner  
City Clerk

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FAIRFIELD AND THE CITY OF SUISUN CITY FOR FIRE DEPARTMENT DUTY CHIEF COVERAGE

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU" and/or "Agreement") is entered into and is effective \_\_\_\_\_, 2024 (the "Effective Date") by and between the CITY OF FAIRFIELD ("Fairfield") and the CITY OF SUISUN CITY ("Suisun") (collectively, the "Parties") for fire department duty chief coverage provided by FAIRFIELD to SUISUN as set forth herein.

The parties hereby find and agree as follows:

1. Fairfield is a general law city and was incorporated in 1903.
2. Suisun is a general law city and was incorporated in 1868.
3. The Parties desire to enter into an agreement for the provision of duty chief coverage for Suisun. The desired arrangement is for Fairfield to provide duty coverage to Suisun for (2) 48-hour shifts per rotation (A&B) at a fixed monthly cost of eight thousand dollars (\$8,000). Fairfield may on occasion provide additional coverage during C-Shift to accommodate an absence such as vacation or illness. This extension of service will be at the discretion of the Fairfield Fire Chief or Fairfield Deputy Chief. Fairfield's duty chief will respond to incidents in Suisun from the City of Fairfield, including preparation of any fire reports if required. Fairfield will respond to incidents in Suisun using the same response criteria that it would use in its own jurisdiction. Fairfield duty chief will turn over Incident Command to a Suisun Chief if they are available on greater alarm incidents. The Fairfield duty chief may continue to assist as the operations chief, a division, or in another role. The Fairfield duty chief will keep both Fairfield and Suisun Fire Chiefs informed of first alarms, escalating calls, or newsworthy events within the City of Suisun. Fairfield will coordinate coverage or respond as needed in response to the following criteria:
  - a. When two units or more are dispatched to the same alarm or added to an alarm (except for lift-assist calls)
  - b. First alarm or greater fires
  - c. Major vehicle accidents (extractions, major injuries, Mass Casualty)
  - d. Mass Casualty events
  - e. Critical EMS calls involving Pediatrics
  - f. Respond to major traumas (monitor or respond to assist crews, CISM, scene safety, etc.)
  - g. Keep both Fairfield and Suisun chiefs informed of first alarms, escalating calls, or newsworthy events within the City of Suisun
  - h. A Suisun Captain or Chief requests a Fairfield Battalion Chief

4. This agreement is limited exclusively to duty coverage and Fairfield will not provide services for prevention, administration, training, or any additional suppression functions outside of our existing mutual aid agreement.
5. The Parties agree that the provision of duty chief coverage for Suisun leads to the most efficient utilization of both agencies' resources while improving or maintaining the current levels of services enjoyed by the community. The Parties understand the value of sharing fire and emergency services personnel over a unified operation area will provide further enhanced benefits to each agency by reducing/reallocating overall administrative costs while increasing the availability of required minimum staffing for emergency responses throughout the unified area.

NOW THEREFORE, the purpose and intent of this Memorandum of Understanding is to set forth the terms, conditions, requirements and procedures that shall govern and control the provision of services by Fairfield to Suisun as authorized by the Joint Exercise of Powers Act (Government Code Sections 6500 et seq.) and/or Government Code Section 54981 which expressly permits the Parties to contract for such services with each other, as well as Government Code Section 55634 and 6513 which describe the legal protections and limitations provided by such contract. Fairfield and Suisun, in consideration of the mutual promises, covenants, terms and conditions set forth below, hereby agree as follows:

#### SECTION 1. TERM OF AGREEMENT

The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect through June 30<sup>th</sup>, 2025. At any time prior to the expiration of the term of this Agreement, the City Manager of Suisun and the City Manager of Fairfield may, by mutual written agreement, extend this Agreement for an additional year, through June 30<sup>th</sup>, 2026.

#### SECTION 2. NO SEPARATE ENTITY CREATED

The Parties do not intend to create a separate public agency through this Agreement.

#### SECTION 3. EMPLOYEES OF EACH PARTY

The employees of each Party shall remain exclusively employees of the applicable Party ("Sole Employer"). Nothing in this Agreement is intended to change the employment relationship or to establish a joint employment or co-employment relationship. Each Party will continue to be responsible for all compensation and benefits provided to its employees. Each Party is responsible for the Workers' Compensation benefits of its own employees. Nothing in this Agreement shall be construed to alter the terms or conditions of employment for either agency's employees, including, but not limited to, employees' wages, hours, working conditions, benefits, membership in employee associations, and all rights and duties provided in accordance with each agency's respective personnel rules, memoranda of understanding, or department or agency policies, and all applicable laws.

Only the Sole Employer of an employee may reprimand, suspend, or take any disciplinary action whatsoever against such employee. Discipline may only be taken against the employee by the employee's Sole Employer regardless of the hours the employee may be assigned to the other Party ("Receiving Agency").

Retirement System and Benefits. The Parties further represent and warrant that each of them is a contracting agency of the Public Employees' Retirement System established by Part 3 of Division 5 of Title 2 of the Government Code (Gov. Code §§ 20000 et seq.), established pursuant to the County Employees Retirement Law of 1937 (Gov. Code §§ 31450 et seq.), and will remain a contracting agency with such retirement systems throughout the term of the Agreement. The Parties further warrant that none of Parties' employees that will be assigned to the other Party.

#### SECTION 4. TERMS DEFINED

The "City of Suisun City Council" or "Suisun City Council," the "City of Suisun City Manager" or "Suisun City Manager," the "Fairfield City Manager," and the "Fairfield City Council" are those bodies or officials.

"Fairfield Fire Chief" refers to the City of Fairfield Fire Chief as appointed by the Fairfield City Manager.

"Fairfield Deputy Chief" refers to the City of Fairfield Deputy Chief as appointed by the Fairfield Fire Chief.

"Fairfield Fire Department" or "FFD" refers to the City of Fairfield Fire Department.

"Duty Chief" refers to the Fairfield Battalion Chief or Fairfield Deputy Chief assuming responsibility for coverage in Suisun as designated by a City of Fairfield Deputy Chief.

"Executive Management Team" refers to the City of Fairfield's Fire Chief and Deputy Fire Chiefs.

"Suisun Fire Department" refers to the City of Suisun City Fire Department.

#### SECTION 5. SERVICES AND COMPENSATION TO BE RENDERED BY THIS MEMORANDUM OF UNDERSTANDING

The Fairfield Fire Department will provide duty chief coverage to the Suisun Fire Department as described in Appendix "A." Appendix A may be further amended by the Suisun City Manager and Fairfield City Manager in writing to provide details regarding deliverables, performance standards, and any mutually agreed-upon deadlines. Such amendments may not alter the underlying terms of this Agreement.

#### SECTION 6. PERFORMANCE REVIEW

Fairfield reserves the right at any time to review Suisun's performance under this Agreement and agrees to provide to Suisun with a summary of the results of its review. Suisun agrees to

cooperate with any and all reasonable requests for information or documents related to any such review.

Suisun reserves the right at any time to review Fairfield's performance under this agreement and agrees to provide to the Fairfield a summary of the results of its review. Fairfield agrees to cooperate with any and all reasonable requests for information or documents related to any such review.

## SECTION 7. HEALTH & SAFETY CONCERNS

If the Fairfield Fire Chief determines that any provisions of this Agreement are violated by Suisun in a manner that presents a possible or potential danger to the public health and safety, the Fairfield Fire Chief shall notify the Suisun Fire Chief of the alleged violation as soon as possible, verbally and in writing, and the Parties shall meet and confer to find a mutually agreeable resolution. If the situation remains unresolved, the Fairfield Fire Chief shall notify the Fairfield City Manager.

If the Suisun Fire Chief determines that any provisions of this Agreement are violated by Fairfield in a manner that presents a possible or potential danger to the public health and safety, the Suisun Fire Chief shall notify the Fairfield Fire Chief of the alleged violation as soon as possible, verbally and in writing, and the Parties shall meet and confer to find a mutually agreeable resolution. If the situation remains unresolved, the Suisun Fire Chief shall notify the Suisun City Manager.

For purposes of this section, "public health and safety" is not intended to include concerns regarding staffing levels.

Violations presenting an immediate danger to the public health and safety shall be corrected immediately by the responsible agency. Fairfield or Suisun may act immediately to assist with the resolution of such violation and may take any reasonable actions necessary to cure such violation and preserve the health and safety of businesses and residents.

Violations that do not present an immediate danger shall be addressed in an expeditious manner. Fairfield and Suisun may agree to a reasonable timeframe for resolution of the violation, which shall in no event exceed fourteen (14) days after Fairfield's or the Suisun's receipt of written notice. The Parties shall work cooperatively to find a mutually agreeable resolution.

If either agency fails to correct a violation that is identified and noticed according to this section within the applicable timeframe, the complainant may, in its sole discretion, suspend this Agreement until such violation(s) has/have been corrected. The decision of the complainant as to the existence of a contract violation and its decision to suspend the Agreement shall be final, but the recipient of the complaint shall be permitted to present its response either in writing or orally or both for consideration before the suspension of the Agreement.

A violation of the Agreement creating a possible or potential danger to the public health and safety as used in this Section 7 must be based upon the violation of a mandatory statutory duty by either Party.

Upon suspension of the Agreement, the Parties shall follow the dispute resolution procedures in Section 12 and shall meet to discuss resolution of the violations and the resumption of the Agreement or termination pursuant to Section 15. If the Parties are unable to successfully resolve a violation, either Party may terminate the Agreement pursuant to Section 15.

#### SECTION 8. AGREEMENT NOT FOR BENEFIT OF THIRD PARTIES

This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder as a third-party beneficiary, or for any other cause whatsoever.

#### SECTION 9. HOLD HARMLESS & INDEMNIFICATION

Fairfield and Suisun (collectively the “Parties” or individually as a “Party”) each agree to defend, indemnify and hold harmless the other, and the other's officers, agents and employees, against any and all losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any third party claims alleging: (i) injury to or death of a person, including employees of either Party; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury, violation, loss, or strict liability arises directly or indirectly from the Party's performance of this Agreement, unless such loss, damage, injury, liability or claim is the result of the sole active negligence or willful misconduct of only one Party. The Parties shall apportion the liability between Fairfield and Suisun in a reasonable manner based upon comparative fault.

#### SECTION 10. CONFLICT OF INTEREST

Both Fairfield and Suisun disclose that they presently have no conflict of interest in, nor shall any conflict of interest be hereinafter acquired, in any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local or federal law. Fairfield and Suisun further warrant that no officer or employee of theirs has influenced or participated in a decision to award this Agreement in a manner which would violate applicable law. In the event that any conflict of interest or violation of this section should nevertheless hereafter arise, the conflicted Party shall promptly notify the other of the existence of the conflict such that appropriate action may be undertaken immediately, rectify the situation.

#### SECTION 11. ASSIGNMENT

Neither Party may assign all or any portion of this Agreement without the prior written consent of the other Party's City Manager.

#### SECTION 12. DISPUTE RESOLUTION PROCESS

Except as otherwise provided in Section 7 above, should any disagreement or dispute between Fairfield and Suisun arise concerning interpretation, implementation and/or enforcement of any of the terms or subject matter of this Agreement, the Parties will attempt to resolve such dispute informally by a meeting with representatives of each Party, as defined in Section 23. If the Parties are unable to resolve the dispute informally, they may provide notice of default and terminate the Agreement pursuant to Sections 13 and 15.

#### SECTION 13. DEFAULT

Subject to any extensions of time by mutual consent of the Parties in writing, any failure of either Party to timely perform any material obligation of this Agreement, including Suisun's untimely payment of fees invoiced pursuant to the terms in Appendix A, shall constitute an event of default as to that Party, if (i) such defaulting Party does not cure such failure within thirty (30) days following receipt of written notice of default from the other Party, where such failure is of a nature that can be cured within such thirty (30) day period, or (ii) if such failure is not of a nature which can be cured within a thirty (30) day period, the allegedly defaulting Party does not, within said thirty (30) day period, commence substantial efforts to cure such failure or thereafter does not, within a reasonable period of time, prosecute to completion with diligence and continuity the curing of the failure. The time to cure may be extended in writing at the discretion of the Party giving notice. Any notice of default given hereunder shall be served on the other Party and shall specify in detail the nature of the failure(s) in performance which the noticing Party claims constitutes the event of default and the manner in which such default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

Nothing herein shall prevent Fairfield or Suisun from acting immediately to address a health and safety concern as described in Section 7.

Failure of a Party to timely cure or commence and diligently prosecute to completion the cure of a material default of this Agreement shall entitle the non-defaulting Party to terminate this Agreement in accordance with the termination provisions set forth herein.

#### SECTION 14. EQUAL OPPORTUNITY & NON-DISCRIMINATION

While performing under this Agreement, the Parties and their respective employees shall comply with the equal opportunity, non-discrimination, and anti-harassment provisions of all applicable federal, state and local laws, statutes and ordinances. The Parties and their respective employees and agents shall not discriminate or harass on the basis of race, color, national origin, ancestry, religion or creed, sex (including pregnancy, childbirth, breastfeeding or related conditions), gender, gender identity or expression, sexual orientation, marital status, age, physical or mental disability, medical condition, genetic information, or military and veteran

status, or any other status protected by law, in any matters related to access to or provision of services or related to employment.

#### SECTION 15. TERMINATION

This Agreement may be terminated for any reason, including a health and safety concern pursuant to Section 7, or no reason by either Party prior to the end of its stated Term with 60 days written notice.

This Agreement may be terminated with cause for default, after attempting to informally resolve the dispute pursuant to Section 12 and providing notice and a reasonable opportunity to cure the default pursuant to Section 13. Where a health and safety concern has been identified pursuant to Section 7, the Agreement may be suspended during the period leading up a termination.

#### SECTION 16. AMENDMENTS

This Agreement shall not be further amended or modified at any time and in any respect whatsoever except in writing signed by both Parties hereto, except as set forth in Sections 1 and 5. Fairfield and Suisun each agrees that it will make no claim at any time that this Agreement has been orally amended or modified, and each agrees that no oral waiver, amendment or modification shall be effective for any purpose.

#### SECTION 17. SEVERABILITY

Should any provision of this Agreement be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

#### SECTION 18. GOVERNING LAW & VENUE

This Agreement is made and entered into within the State of California, and shall in all respects be interpreted, enforced and governed under the laws of the State of California, with venue agreed to be within the County of Solano. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either Fairfield or Suisun.

#### SECTION 19. PARTIES' REPRESENTATIONS

Fairfield and Suisun each represent and acknowledge that, in executing this Agreement, they do not rely, and have not relied, upon any representation or statement made by any of their agents, representatives, as defined in Section 23, or attorneys with regard to the subject matter, basis or fact of this Agreement or otherwise.

#### SECTION 20. BINDING UPON SUCCESSORS

This Agreement shall be binding upon the parties and their administrators, representatives, as defined in Section 23, executors, successors and assigns, and shall inure to the benefit of the Parties, and each of them, and their administrators, representatives, as defined in Section 23, executors, successors and assigns.

#### SECTION 21. HEADINGS

The section headings and titles contained in this Agreement are for convenience and reference only and are not intended to define, limit, or describe the scope of any provision of this Agreement.

#### SECTION 22. CONSENT

Whenever any consent or approval is required by this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, except as otherwise specifically set forth herein.

#### SECTION 23. DESIGNATED REPRESENTATIVES

The Fairfield City Manager is the designated representative of Fairfield and will administer this Agreement on its behalf. The Suisun City Manager is Suisun's designated representative. Changes in designated representatives shall occur by advance written notice to the other party.

#### SECTION 24. NOTICES

All notices and demands of any kind which either Party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the Parties to be served as follows:

If to Fairfield:

City Manager  
City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

If to Suisun:

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

Each Party shall provide the other with verbal and written notice of any change of address as soon as practicable. Notices given by personal delivery or acknowledged shall be effective immediately.

SECTION 25. APPENDICES

The following appendices to this Agreement are attached hereto and incorporated by reference as though fully set forth herein:

Appendix A SCOPE OF SERVICES AND INTERAGENCY COMPENSATION

SECTION 26. EXECUTION IN COUNTERPARTS

This Agreement may be executed on behalf of the Parties in one or more counterparts, all of which collectively shall constitute one document and Agreement.

SECTION 27. EFFECTIVE DATE

The effective date of this Agreement is the date set forth in the first paragraph hereof, once this Agreement is fully executed by each of the parties' representatives, as defined in Section 24, set forth below.

IN WITNESS WHEREOF the parties hereto have entered into and executed this Agreement as follows:

Attest:

City of Suisun City

By:

\_\_\_\_\_

\_\_\_\_\_

City Attorney

City Manager, City of Suisun City

Approved as to form:

City of Fairfield

By:

\_\_\_\_\_

\_\_\_\_\_

City Attorney

City Manager, City of Fairfield

## APPENDIX A

### SCOPE OF SERVICES AND INTERAGENCY COMPENSATION

#### 1. Duty Chief Coverage

Fairfield will provide 24-hour Duty Coverage to Suisun for (2) 48-hour shifts (A&B) per rotation at a fixed cost of \$8,000 per month. Fairfield may on occasion provide additional coverage during C-Shift to accommodate an absence such as vacation or illness. This extension of service will be at the discretion of the Fairfield Fire Chief or Fairfield Deputy Chief. Fairfield's duty chief will respond to incidents in Suisun from the City of Fairfield, including preparation of any fire reports if required. Fairfield will respond to incidents in Suisun using the same response criteria that it would use in its own jurisdiction. Fairfield duty chief will turn over Incident Command to a Suisun Chief if they are available on greater alarm incidents. The Fairfield duty chief may continue to assist as the operations chief, a division, or in another role. The Fairfield duty chief will keep both Fairfield and Suisun Fire Chiefs informed of first alarms, escalating calls, or newsworthy events within the City of Suisun. Fairfield will coordinate coverage or respond as needed in response to the following criteria:

- a. When two units or more are dispatched to the same alarm or added to an alarm (except for lift-assist calls)
- b. First alarm or greater fires
- c. Major vehicle accidents (extractions, major injuries, Mass Casualty)
- d. Mass Casualty events
- e. Critical EMS calls involving Pediatrics
- f. Respond to major traumas (monitor or respond to assist crews, CISM, scene safety, etc.)
- g. Keep both Fairfield and Suisun chiefs informed of first alarms, escalating calls, or newsworthy events within the City of Suisun
- h. A Suisun Captain or Chief requests a Fairfield Battalion Chief

This agreement is limited exclusively to Duty Coverage and Fairfield will not provide services for prevention, administration, training, or any additional suppression functions outside of our existing mutual aid agreement.

Fairfield's Duty Chief response into Suisun will vary month to month, however, actual response shall have no bearing on the monthly fee.

#### 2. Interagency Compensation

Suisun will provide compensation to Fairfield at a rate of \$8,000 per month. Fairfield will invoice Suisun on a monthly basis, and Suisun shall pay monthly invoices within thirty (30) days upon receipt of each payment invoice. Any prorated periods shall be invoiced on a prorated basis, and Suisun agrees to provide compensation for any services provided under this Agreement prior to the Effective Date.

**AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Council Adoption of Resolution 2024-\_\_\_: Acknowledging Receipt of a Report Made by the Fire Marshal of the Suisun City Fire Department Regarding the State Mandated Inspections of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

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**FISCAL IMPACT:** There is no fiscal impact in accepting this report.

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**STRATEGIC PLAN:** Ensure Public Safety

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**BACKGROUND:** On September 27, 2018, California Senate Bill 1205 (SB1205) became effective, and added a new section to the California Health and Safety Code which affects every fire department or fire district in the State. Existing state law requires every fire department or district providing fire protection services to inspect every building used as a public or private school K-12 annually to enforce current fire and life safety provisions. This same annual inspection requirement is also applicable to hotels, motels, lodging houses, apartment buildings and residential occupancies used as care facilities.

With the signing of SB 1205, the California Health Safety and Code was amended by adding Section 13146.4, that requires that all fire departments or districts required to perform annual inspections pursuant to Sections 13146.2 and 13146.3 shall report annually to its administrating authority its compliance with Sections 13146.2 and 13146.3

The Fire Department has completed all initial annual fire inspections of these facilities for the 2023-2024 fiscal year. Pursuant to SB 1205, the Fire Department is submitting this report demonstrating compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

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**STAFF REPORT:**

Annually, the Suisun City Fire Department is required to conduct inspections of all public and private schools K-12, hotels, motels, lodging houses, apartment buildings, and other residential occupancies used as residential care facilities. The purpose of annual fire prevention inspections and code enforcement is to ensure compliance with adopted codes and standards, to mitigate known hazards, and reduce risk to the community.

- A. California Health and Safety Code Section 13146.3 mandates that the local fire department inspect all public and private schools K-12 once annually. The Fire Department has inspected 3 of 3 occupancies, buildings, structures and/or facilities.
- B. California Health and Safety Code Section 13146.2 mandates that the local fire department inspect all hotels, motels, apartment buildings, lodging houses and other residential occupancies used as residential care facilities once annually. The Fire Department has inspected 32 of 32 occupancies, buildings, structures and/or facilities.

<b>Occupancy Type</b>	<b>Total</b>	<b>Completed</b>	<b>Compliance</b>
Public and Private Schools K-12	3	3	100%
Hotels, Motels, Apartment Buildings, Lodging Homes, and Residential Care Facilities	32	32	100%
<b>Total</b>	<b>35</b>	<b>35</b>	<b>100%</b>

In total, 35 mandated annual inspections of all known buildings and structures required to be inspected within the California Health and Safety Code mandate have been completed during the 2023-2024 fiscal year. Further, the acceptance of this compliance report and the recommended Resolution fulfill the statutory requirements contained in California Health and Safety Code Section 13146.2, 13146.3 and 13146.4, as amended by Senate Bill 1205.

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**STAFF RECOMMENDATION:** Adopt Resolution 2024-\_\_\_: Acknowledging Receipt of a Report Made by the Fire Marshal of the Suisun City Fire Department Regarding the Inspection of Certain Occupancies Pursuant to Sections 13146.2 And 13146.3 of the California Health and Safety Code.

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**DOCUMENTS ATTACHED:**

1. Resolution 2024-\_\_\_: Acknowledging Receipt of a Report Made by the Fire Marshal of the Suisun City Fire Department Regarding the Inspection of Certain Occupancies Pursuant to Sections 13146.2 And 13146.3 of the California Health and Safety Code.

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<b>PREPARED BY:</b>	Jose Colin, Fire Marshal
<b>REVIEWED BY:</b>	Brad L. Lopez, Fire Chief
<b>APPROVED BY:</b>	Bret Prebula, City Manager

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**ATTACHMENTS:**

1. [Resolution Acknowledging Receipt of Report by Fire Marshal.docx](#)



1 During fiscal year 2023/2024, the Suisun City Fire Department completed the annual  
2 inspection of three (3) Group E occupancies, buildings, structures and/or facilities. This is a  
3 compliance rate of 100% for this reporting period.

4 Additional items of note regarding this compliance rate can be found in the  
5 accompanying staff report for this resolution.

6 **B. RESIDENTIAL GROUP R OCCUPANCIES:**

7 Residential Group R occupancies, for the purposes of this resolution, are generally those  
8 occupancies containing sleeping units, and include hotels, motels, lodging houses, apartment  
9 buildings and residential occupancies used as care facilities. Within the City of Suisun City,  
there lie 32 Group R occupancies, buildings, structures and/or facilities.

10 During fiscal year 2023/2024, the Suisun City Fire Department completed the annual  
11 inspection of 32 Group R occupancies, buildings, structures and/or facilities. This is a  
12 compliance rate of 100% for this reporting period.

13 Additional items of note regarding this compliance rate can be found in the  
14 accompanying staff report for this resolution.

15 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of  
16 Suisun City held on Tuesday the 20<sup>th</sup> day of August 2024 by the following vote:

17 **AYES:** Councilmembers: \_\_\_\_\_  
18 **NOES:** Councilmembers: \_\_\_\_\_  
19 **ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

20 **WITNESS** my hand and the seal of said City this 20<sup>th</sup> day of August 2024.

21  
22 \_\_\_\_\_  
23 Anita Skinner  
24 City Clerk  
25  
26  
27  
28

**AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Council Adoption of Resolution No. 2024-\_\_: Approving the Design and Budget of Phase 1 of the Montebello Vista Park Revitalization Project and Authorizing the City Manager to Proceed with the Project.

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**FISCAL IMPACT:** There is no impact to the General Fund. Phase 1 of the Project will be funded by a combination of State of California Parks and Recreation Department ‘Local Assistance Specified Grant’ funding of \$1,720,000 and up to \$704,636 of Park Development Funds. The total estimated cost of Phase 1 of the Project, including professional design contract and a 10% percent contingency is \$2,424,636.

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**STRATEGIC PLAN:** Provide Good Governance and Enhance Environment

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**BACKGROUND:** The Montebello Vista Lighting and Landscape Maintenance Assessment District does not generate sufficient revenue to cover expenses related to the maintenance of Montebello Vista Park, streetlight electricity/maintenance, and Walters Road entrance and median maintenance. Currently, the Assessment District Fund is in the negative by more than \$90,000. The Recreation, Parks, and Marina (RPM) Department submitted applications for the Statewide Development Community Revitalization Program Round 4 in 2021 and the Rural Recreation and Tourism Program in 2022 for improvements to Montebello Vista Park, but was not awarded for either.

In June 2022, the RPM Department was awarded \$1,720,000 in funding for Montebello Vista Park improvements through the California Department of Parks and Recreation ‘Local Assistance Specified Grants’ Program.

At the January 17, 2023 City Council meeting, it was approved for the City to enter into a grant agreement with California Parks and Recreation Department for the project. At the August 8, 2023 City Council Meeting, the contract for professional design and project management services with Melton Design Group was approved.

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**STAFF REPORT:** On May 9, 2024, a community meeting was held at Montebello Vista Park. RPM Department staff, Melton Design Group, and Assemblymember Lori Wilson were present to give background on the history of the project, to give information on the budget deficit in the Assessment District Fund, and to give citizens the opportunity to voice their wants and desires on park amenities. Based on community feedback from that meeting, Melton Design Group was able to create a rendering and budget of the Montebello Vista Park Revitalization Project.

In consideration of the ‘Local Assistance Specified Grants’ program funding, of the community meeting feedback, and the negative balance of the Assessment District Fund, a phased approach to the project is necessary. Phase 1 would include the conversion of the grass playing field into a synthetic turf playing surface (including synthetic baseball infield) that will drastically reduce maintenance cost and the addition of a facility inclusive of restroom, snack bar, and storage area, and various park improvements including two new shade structures near the playground area, and new dugouts,

backstops, and bleachers for the baseball/soccer field.

Phase 2 would be dependent on future grant funding opportunities or further utilization of park development funds, and can include the construction of multi-sport court allowing for basketball, pickleball, and futsal, and a toddler appropriate playground.

The Recreation, Parks, Marina, and Arts Commission voted 5-1 to recommend the Project to City Council at its June 5, 2024 meeting.

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**STAFF RECOMMENDATION:** It is recommended that City Council Adopt Resolution No. 2024-\_\_: Approving the Design and Budget of Phase 1 of the Montebello Vista Park Revitalization Project and Authorizing the City Manager to Proceed with the Project.

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**DOCUMENTS ATTACHED:**

1. Resolution No. 2024: \_\_ - Resolution Approving the Design and Budget of Phase 1 of the Montebello Vista Revitalization Project and Authorizing the City Manager to Proceed with the Project
2. Montebello Vista Revitalization Project - Budget Estimates
3. Montebello Vista Revitalization Project - Rendering

---

**PREPARED BY:**

Marvin Mora, Management Analyst II

**REVIEWED BY:**

Kris Lofthus, Recreation, Parks & Marina  
Department Director

**APPROVED BY:**

Bret Prebula, City Manager

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**ATTACHMENTS:**

1. [Reso No 2024 \\_\\_ Resolution Approving the Design and Budget of Phase 1 of the Montebello Vista Revitalization Project and Authorizing the City Manager to Proceed with the Project](#)
2. [Montebello Vista Revitalization Project - Budget Estimates](#)
3. [Montebello Vista Revitalization Project - Rendering](#)

1 **RESOLUTION NO. 2024-**

2 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY**  
3 **APPROVING THE DESIGN AND BUDGET OF PHASE 1 OF THE MONTEBELLO**  
4 **VISTA PARK REVITALIZATION PROJECT AND AUTHORIZING THE CITY**  
5 **MANAGER TO PROCEED WITH THE PROJECT**

6 **WHEREAS**, The Montebello Vista Lighting and Landscape Maintenance Assessment  
7 District (MAD) does not generate sufficient revenue to cover expenses related to the  
8 maintenance of Montebello Vista Park; and

9 **WHEREAS**, the Assessment District Fund is in the negative by more than \$90,000;  
10 and

11 **WHEREAS**, the City was notified in June 2022 that funding for the Montebello Vista  
12 Park Revitalization Project was approved for \$1.72 million as part of the State of California  
13 Department of Parks and Recreation’s Local Assistance Specified Grants program.

14 **WHEREAS**, a community meeting was held on May 9, 2024 at Montebello Vista Park  
15 to provide background on the project and to give residents the chance to voice their wants and  
16 desires on park amenities; and

17 **WHEREAS**, a phased approach to the Project is necessary in consideration of the Local  
18 Assistance Specified Grants program funding cycle and community feedback; and

19 **WHEREAS**, the Recreation, Parks, Marina, and Arts Commission voted to recommend  
20 the Project to City Council at its June 5, 2024 meeting;

21 **NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun  
22 City Approves the Design and Budget of Phase 1 of the Montebello Vista Park Revitalization  
23 Project and Authorizes the City Manager to Proceed with the Project.

24 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of  
25 Suisun City duly held on Tuesday, the 20<sup>th</sup> day of August 2024, by the following vote:

26 **AYES:** Councilmembers: \_\_\_\_\_  
27 **NOES:** Councilmembers: \_\_\_\_\_  
28 **ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

29 **WITNESS** my hand and the seal of said City this 20<sup>th</sup> day of August 2024.

30 \_\_\_\_\_  
31 Anita Skinner  
32 City Clerk

# MONTEBELLO VISTA PARK

## Preliminary Estimated Cost of Construction - Labor and Materials

Prepared For: City Of Suisun City Parks and Marina Dept.

Date: 7/26/2024

Project No: 2570



UNIT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	ALTERNATE
<b>MOBILIZATION, DEMOLITION, GRADING &amp; RELOCATION</b>						
1	Mobilization	1	LS	\$50,000.00	\$50,000.00	\$0
2	Erosion / Water pollution Control	1	LS	\$6,000.00	\$6,000.00	\$0
3	Grading (Concrete Only)	7,000	SF	\$0.50	\$3,500.00	\$0
4	Drainage	1	LS	\$10,000.00	\$10,000.00	\$0
5	Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$0
<b>MDGR Subtotal</b>					<b>\$74,500</b>	<b>\$0</b>

<b>HARDSCAPE</b>						
6	Standard Grey Concrete	7,300	SF	\$16.00	\$116,800	\$0
7	Standard Grey Concrete Curb (12") at Field	300	LF	\$55.00	\$16,500	\$0
8	Artificial Turf	86,140	SF	\$15.00	\$1,292,100	\$0
<b>Hardscape Subtotal</b>					<b>\$1,425,400</b>	<b>\$0</b>

<b>ADDITIONAL CONCRETE</b>						
9	Additional Entrance at Baseball	840	SF	\$16.00	\$13,440	\$0
10	Additional Concrete at NE Baseball	450	SF	\$16.00	\$7,200	\$0
11	Path Above Basketball Court	680	SF	\$16.00	\$10,880	\$0
12	Path Below Basketball Court	575	SF	\$16.00	\$9,200	\$0
<b>Additional Concrete Subtotal</b>					<b>\$40,720</b>	<b>\$0</b>

<b>EAST PLAZA</b>						
13	Colored Concrete	1,435	SF	\$22.00	\$31,570	\$0
14	Seatwall	32	LF	\$40.00	\$1,280	\$0
15	Signage	1	LS	\$17,100.00	\$17,100	\$0
<b>Park Entrances Subtotal</b>					<b>\$49,950</b>	<b>\$0</b>

<b>GAMES AREA</b>						
16	Decomposed Granite	4,700	SF	\$6.00	\$28,200	\$0
17	Cornhole	2	EA	\$2,567.00	\$5,134	\$0
18	Game Tables - MMCITE	4	EA	\$2,000.00	\$0	\$8,000
<b>Game Area Subtotal</b>					<b>\$33,334</b>	<b>\$8,000</b>

<b>PICNIC AREA (NORTH)</b>						
19	Decomposed Granite	1,690	SF	\$6.00	\$0	\$10,140
20	Standard Grey Concrete Curb (12")	1,270	LF	\$55.00	\$0	\$69,850
21	Round Tables - MMCITE	6	EA	\$4,700.00	\$0	\$28,200
<b>Picnic Area Subtotal</b>					<b>\$0</b>	<b>\$108,190</b>

<b>PICNIC AREA AT PLAY</b>						
22	Standard Grey Concrete	530	SF	\$16.00	\$8,480	\$0
23	Round Tables - MMCITE	2	EA	\$4,700.00	\$9,400	\$0
24	Shade Structure (12x16)	2	EA	\$24,000.00	\$48,000	\$0
<b>Picnic Area (Play) Subtotal</b>					<b>\$65,880</b>	<b>\$0</b>

<b>PLAY EAST</b>						
24	Pour-in-Place Fall Material	700	SF	\$30.00	\$0	\$21,000
25	Round Tables - MMCITE	2	EA	\$4,700.00	\$0	\$9,400
26	Shade Structure (12x16)	2	EA	\$24,000.00	\$0	\$48,000
27	Spinner	1	EA	\$40,000.00	\$0	\$40,000
<b>Play Extension Subtotal</b>					<b>\$0</b>	<b>\$118,400</b>

<b>MULTI-USE COURT</b>						
27	Standard Grey Concrete	5,640	SF	\$16.00	\$0	\$90,240
28	Striping	5,640	SF	\$2.50	\$0	\$14,100
29	Removable Pickleball Nets	2	EA	\$4,200.00	\$0	\$8,400
30	Basketball Hoop	2	EA	\$7,500.00	\$0	\$15,000
31	Benches - MMCITE	4	EA	\$1,960.00	\$0	\$7,840
<b>Play Extension Subtotal</b>					<b>\$0</b>	<b>\$135,580</b>

<b>LIGHTING / ELECTRICAL / WATER / SEWER</b>						
32	Electrical, Water and Sewer At Restroom and Concessions	1	LS	\$50,000.00	\$50,000	\$0
<b>Lighting / Electrical / Water Subtotal</b>					<b>\$50,000</b>	<b>\$0</b>

<b>SITE AMENITIES</b>						
33	Restroom	1	LS	\$100,000.00	\$100,000	\$0
34	Dugouts	2	EA	\$9,000.00	\$18,000	\$0
35	Dugout Benches	4	EA	\$1,200.00	\$4,800	\$0
36	3 Tier Bleachers	2	EA	\$3,500.00	\$7,000	\$0
37	Backstop at Baseball	1	EA	\$20,000.00	\$20,000	\$0
38	Renovate Existing Backstop and Dugout	1	EA	\$20,000.00	\$20,000	\$0
39	Trash/Recycle Receptacle	2	EA	\$3,300.00	\$6,600	\$0
40	Drinking Fountain with Bottle Filler on Restroom	1	EA	\$7,000.00	\$7,000	\$0
41	Bike Racks	4	EA	\$940.00	\$3,760	\$0
42	Benches - MMCITE	3	EA	\$1,960.00	\$5,880	\$0
43	Round Tables 4'	2	EA	\$4,700.00	\$9,400	\$0
<b>Site Amenities Subtotal</b>					<b>\$202,440</b>	<b>\$0</b>

<b>PLANTING AND IRRIGATION</b>						
44	Bark Mulch (3" Depth) (32,000 SF)	297	CY	\$75.00	\$22,275	\$0
45	Turf Re-seed	77,950	SF	\$0.25	\$19,488	\$0
46	Drip Irrigation	1	LS	\$20,000.00	\$20,000	\$0
47	Rotor Irrigation Adjustment	1	LS	\$30,000.00	\$30,000	\$0
48	Trees (15 Gallon)	20	EA	\$325.00	\$6,500	\$0
<b>Planting And Irrigation Subtotal</b>					<b>\$98,262.50</b>	<b>\$0</b>

	TOTAL	ALTERNATE TOTAL
<b>SUBTOTAL</b>	<b>\$2,040,486.50</b>	<b>\$370,170.00</b>
10% CONTINGENCY	\$204,049.00	\$37,017.00
MDG Design Fees	\$180,100.00	-
<b>TOTAL ESTIMATE</b>	<b>\$2,424,636.00</b>	<b>\$407,187.00</b>

Specified Grant Funds	\$1,720,000.00
Park Development Funds	\$704,636.00



**AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Council Adoption of Resolution No. 2024-\_\_\_: Authorizing the City Manager to Enter into a Professional Design Services Contract on the City’s Behalf with GSM Landscape Architects, Inc. for the Heritage Park Enhancement Project and Authorizing the City Manager to Approve Change Orders up to 10% of the Original Contract Amount.

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**FISCAL IMPACT:** There is no fiscal impact on the General Fund. Project will utilize up to \$54,000 of Park Development Fund (Fund 302).

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**STRATEGIC PLAN:** Provide Good Governance and Enhance the Environment

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**BACKGROUND:** In February 2024, Suisun City Recreation, Parks, and Marina (RPM) Department was awarded a grant through the National Recreation and Park Association (NRPA) to implement an adaptive sports program for youth with intellectual and/or developmental disabilities. Part of the grant award is a “mini-pitch” multi-sport court from Musco Lighting to be installed at Heritage Park due to the park’s Social Vulnerability Index score being above .75. SVI is a metric used by the Center for Disease Control to identify census tracts where demographic and socioeconomic factors, such as poverty, lack of access to transportation, and crowded housing affect that area’s ability to respond to and recover from public health emergencies. Heritage Park was the only park in the City whose SVI was eligible to receive the multi-sport court as part of the grant. City Council unanimously approved the acceptance of grant funds from NRPA on April 2, 2024.

With the grant, RPM Department staff looked at other opportunities to expand recreation amenities and services with the Heritage Park complex to reflect the Parks, Facilities, and Recreation Master plan adopted in July 2023. RPM Department proposed the Heritage Park Enhancement plan to provide the following park improvements:

- **Basketball Court** - The basketball court is heavily used by community members on a regular basis. The current basketball court is in poor condition with a badly sloped playing area, cracks throughout the surface, slanted basketball goals, and no fencing to prevent balls from entering the parking lot. This creates an unsafe environment when players run into the parking lot chasing basketballs. The plan would be to remove the existing basketball court, reorient the court from north to south to west to east, add an additional full court, and include a partial perimeter fence. Increasing basketball courts is in alignment with the Parks and Facilities Master Plan.
- **Covered Picnic Pavilion**- Remove the picnic tables that are in disrepair, remove the concrete pads, add a 30’x30’ concrete pad with a covered picnic pavilion. New tables will also be added to create rentable space. This is an ideal location and allows for expansion of the current picnic area and making it ADA compliant. There is a rentable exterior restroom adjacent to this location which provides an element of convenience for the renters. Picnic pavilions are in alignment the Parks and Facilities Master Plan.
- **Mini-Pitch**- Add the mini pitch to the grass located at the east side of the Joseph Nelson Community Center. Removing the grass will help reduce water use and the mini pitch will enable the city to offer pickleball and futsal programming, tournaments, and open play.

The Heritage Park Enhancement Project was approved unanimously by City Council on June 18, 2024.

A Request for Proposal (RFP) was released on June 20, 2024 for professional design services of the Heritage Park Enhancement Project. Expected services include initial project coordination, site analysis and surveys, public outreach, construction of a project master plan, construction renderings and documents, and a complete budget.

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**STAFF REPORT:**

Bids were due on July 11, 2024, at 1:00 PM. Four (4) bids were received by the bid deadline. A selection committee review of bids was held on July 16, 2024. The bid amounts and scores are listed below.

<b>PROPOSER</b>	<b>COMMITTEE SCORE</b> (100 points total)	<b>BID AMOUNT</b>
GSM Landscapes Architects, Inc.	96	\$54,000
Callander Associates	95	\$57,482
Melton Design Group	89	\$54,040
Integra Planning + Landscape Architecture	89	\$65,700

The bid submitted by GSM Landscape Architects, Inc. represents the highest scored proposal, was the lowest bid received for the Project, and was determined by staff to be a responsive bid.

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**STAFF RECOMMENDATION:** Adopt Resolution No. 2024-\_\_ : Authorizing the City Manager to Enter into a Professional Design Services Contract on the City’s Behalf with GSM Landscape Architects, Inc. for the Heritage Park Enhancement Project and Authorizing the City Manager to Approve Change Orders up to 10% of the Original Contract Amount.

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**DOCUMENTS ATTACHED:**

1. Resolution No. 2024-\_\_ : Authorizing the City Manager to Enter into a Professional Design Services Contract on the City’s Behalf with GSM Landscape Architects, Inc. for the Heritage Park Enhancement Project and Authorizing the City Manager to Approve Change Orders up to 10% of the Original Contract Amount.
2. Heritage Park Enhancement Project - Agreement

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**PREPARED BY:**

Marvin Mora, Management Analyst II

**REVIEWED BY:**

Kris Lofthus, Recreation, Parks & Marina  
Department

**APPROVED BY:**

Bret Prebula, City Manager

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**ATTACHMENTS:**

1. [Resolution to Enter into a Professional Design Services Contract with GSM Landscape Architects, Inc.](#)
2. [Heritage Park Enhancement Project - Agreement](#)

1 **RESOLUTION NO. 2024-**

2 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY**  
3 **AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL**  
4 **DESIGN SERVICES CONTRACT ON THE CITY’S BEHALF WITH GSM**  
5 **LANDSCAPE ARCHITECTS, INC. FOR THE HERITAGE PARK ENHANCEMENT**  
6 **PROJECT AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE**  
7 **ORDERS UP TO 10% OF THE ORIGINAL CONTRACT AMOUNT**

8 **WHEREAS**, Suisun City Council approved the acceptance of grant funds from the  
9 National Recreation and Park Association (NRPA) in April 2, 2024; and

10 **WHEREAS**, the NRPA grant included a multi-sport court from Musco Lighting to be  
11 installed at Heritage Park due to it being the only park location that meets the Social  
12 Vulnerability Index requirement of the grant in the City; and

13 **WHEREAS**, this opportunity allowed RPM Department staff to look at ways to expand  
14 amenities and services within the Heritage Park complex; and

15 **WHEREAS**, the Heritage Park Enhancement Project addresses issues with its heavily  
16 used basketball court, picnic areas, and proposes a variety of park enhancements aligned with the  
17 Parks and Facilities Master Plan; and

18 **WHEREAS**, the Heritage Park Enhancement Project was approved by City Council on  
19 June 18, 2024; and

20 **WHEREAS**, a request for proposal for design services of the contract was released on  
21 June 20, 2024; and

22 **WHEREAS**, four (4) bids were received and the Recreation, Parks, and Marina  
23 Department has reviewed the four (4) bids and determined that GSM Landscape Architects,  
24 Inc. provided the highest scored, lowest responsive bid of \$54,000 for Professional Design  
25 Services of the Heritage Park Enhancement Project.

26 **NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun  
27 City authorizes the City Manager to Enter into a Design Services Contract on the City’s Behalf  
28 with GSM Landscape Architects, Inc. for the Heritage Park Enhancement Project and  
authorizes the City Manager to Approve Change Orders up to 10% of the Original Contract  
Amount.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of  
Suisun City duly held on Tuesday, the 20<sup>th</sup> day of August 2024, by the following vote:

**AYES:** Councilmembers: \_\_\_\_\_  
**NOES:** Councilmembers: \_\_\_\_\_  
**ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

**WITNESS** my hand and the seal of said City this 20<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Anita Skinner  
City Clerk

## PROFESSIONAL SERVICES AGREEMENT

### Consultant Services for City of Suisun City Heritage Park Enhancement Project

Authorizing Agreement No. 8202024

THIS AGREEMENT is entered into on August 20, 2024 ("Effective Date") by and between the City of Suisun City, a general law city ("City") and GSM landscape architects, inc. ("Consultant" or "GSM"). City and Consultant may be referred to individually or collectively as "Party" or "Parties."

#### Recitals

A. City has sought, by issuance of a Request for Proposals the performance of the services defined and described particularly in Exhibit "A" to this Agreement.

B. Consultant was selected by the City to perform those services following submission of a proposal for the performance of the services.

C. Pursuant to Suisun City Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

#### Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Services. Subject to such direction and approvals as the City through its staff may determine from time to time, Consultant shall perform the services set out in the Scope of Work, attached hereto as Exhibit "A" and incorporated herein by reference (the "Services"). As a material inducement to the City entering into this Agreement, Consultant represents that it has the qualifications, experience, and facilities necessary to properly perform the Services in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the current, generally accepted professional standards in performing the work and services required hereunder. For purposes of this Agreement, the phrase "current, generally accepted standards" shall mean those standards of practice ordinarily recognized by one or more firms performing similar work under similar circumstances.

2. Time of Performance. Consultant shall complete the Services in an effective and efficient manner no later than 12 months from the Effective Date. Any changes to this date must be approved in writing by the City.
3. Compensation and Method of Payment.
  - A. Compensation. The compensation to be paid to Consultant, including both payment for the Services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit "B" and incorporated by reference. In no event shall compensation exceed \$59,400 (this amount includes 10% contingency) without written approval by City.
  - B. Timing of Payment. Billing for the Services may be made on a monthly basis. City shall review Consultant's statement and pay Consultant for services rendered within 30 days of receipt of the Consultant's statement.
  - C. Litigation Support. Consultant agrees to testify at City's request if litigation is brought against City in connection with Consultant's report. Unless the action is brought by Consultant or is based upon Consultant's negligence, City will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates.
4. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, and agents in the course of implementing this Agreement, except working notes and internal documents, shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the right to use such materials in its sole discretion specifically for the project. Any modifications made by the City to any of the Consultant's documents or any partial use or reuse of the documents without the express written consent of the Consultant will be at the City's sole risk and without liability to the Consultant. All intellectual property, trade secrets, mental impressions, copyright, know-how, and other design related secrets, opinions, documents, communication and/or writings prepared by Consultant will at all times remain the sole property of Consultant. City's right to ownership of those documents created for this Agreement shall not be construed as a waiver of any right by Consultant to the intellectual property rights contained therein.
5. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services, except as otherwise included in the Scope of Work, without the prior written approval of the City.
6. Interest of Consultant.
  - A. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this contract or any other source of income, interest in real property

or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this contract.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and
- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

7. [Intentionally deleted.]

8. Liability of Members and Employees of City. No elected official, officer, employee, representative, or agent of the City shall be personally liable to Consultant or otherwise in the event of any default or breach of the City, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

9. Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

10. Consultant Not an Agent of City. City retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement. Consultant, its officers, employees, and agents shall not have any power to bind or commit the City to any decision.

11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an

independent contractor and not an agent or employee of City; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

12. Compliance with Laws.

- A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses and insurance which are legally required for Consultant to practice its profession.
- B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code, which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of this Agreement.
- C. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7.
- D. City Not Responsible. The City is not responsible or liable for Consultant's failure to comply with any applicable law or regulation.

13. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by City, or as required by law.

14. Insurance.

A. Minimum Scope of Insurance.

- (1) Consultant agrees to have and maintain, for the duration of the contract, a General Liability insurance in an amount not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.
- (2) Consultant agrees to have and maintain for the duration of the contract an Automobile Liability insurance policy insuring him/her and his/her staff to an amount not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- (3) Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than Two Million Dollars (\$2,000,000.00) on a claims-made annual aggregate basis.
- (4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant:
  - (a) This policy shall provide coverage for Workers' Compensation (Coverage A).
  - (b) This policy shall also provide coverage for One Million Dollars (\$1,000,000.00) Employers' Liability (Coverage B).
  - (c) Contractor shall provide to the City an endorsement that the insurer waives the right of subrogation against the City, its officials, officers, employees, volunteers, and agents.
- (5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:
  - (a) "The City of Suisun City, its elected officials, employees, officers, agents, and contractors are hereby added as additional insureds, but only as respects work done by, for on behalf of the named insured."
  - (b) "This policy shall be considered primary insurance as respects any other valid and collectible insurance the City may possess, including any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance only and shall not contribute with it."
  - (c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."
- (6) Consultant shall provide to the City all certificates of insurance with original endorsements affecting coverage required by this paragraph. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

- B. General Liability.
    - (1) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
    - (2) Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - C. All Coverages. Each insurance policy required in this item shall provide that coverage shall not be canceled, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the City. Current certification of such insurance shall be kept on file with the City at all times during the term of this Agreement.
  - D. Acceptability of Insurers. Insurance is to be placed with insurers approved by the California Department of Insurance with a Best's rating of no less than A:VII.
  - E. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
15. Assignment Prohibited. Neither the City nor Consultant may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.
16. Termination of Agreement.
- A. This Agreement and all obligations hereunder may be terminated by either Party at any time, with or without cause, upon 30 days' written notice to the other Party.
  - B. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.
  - C. Upon termination with or without cause, all finished and unfinished documents, project data and reports shall, at the option of the City, become its sole property and shall, at Consultant's expense, be delivered to the City or to any party it may so designate.
  - D. In the event termination is without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment; provided, however, that Consultant shall be entitled to compensation for work in progress at the time of termination.

17. Amendment. This Agreement constitutes the complete and exclusive statement of the Agreement to City and Consultant. It may be amended or extended from time to time by written agreement of the Parties hereto.
18. Attorneys' Fees. If either Party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing Party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.
19. Time of the Essence. Time is of the essence in the performance of this Agreement.
20. Force Majeure. The Term specified for performance of the Services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, pandemics and epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within 10 days of the commencement of such delay notify the City in writing of the causes of the delay. The City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. The City's determination shall be final and conclusive. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this section.
20. Written Notification. Any notice, demand, request, consent, approval or communications that either Party desires or is required to give to the other Party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other Party at the address set forth herein below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Consultant:              Gretchen Stranzl McCann  
    GSM landscape architects, inc.  
    1700 Soscol Ave., Suite 23  
    Napa, CA 94559

21. Consultant's Books and Records.

- A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- B. Consultant shall maintain all documents and records, which demonstrate performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

22. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

23. Waiver. No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that Party may have hereunder.

24. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties when at least one copy hereof shall have been signed by both Parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
25. News Releases/Interviews: All Consultant and sub-consultant news releases, media interviews, testimony at hearings and public comment shall be coordinated with the City.
26. Venue. In the event that suit shall be brought by either Party hereunder, the Parties agree that trial of such action shall be held exclusively in a state court in the Counties of Napa or Solano, California.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF SUISUN CITY

GSM LANDSCAPE ARCHITECTS, INC.

By: \_\_\_\_\_  
Bret Prebula, City Manager

By:   
Gretchen Stranzl McCann, President

APPROVED AS TO FORM  
Aleshire & Wynder

By: \_\_\_\_\_  
Floy Andrews, City Attorney

## Exhibit A



# HERITAGE PARK ENHANCEMENT PROJECT SCOPE OF WORK

## PROJECT UNDERSTANDING AND PROGRAM ELEMENTS

GSM landscape architects, inc. (GSM) is pleased to submit a proposal for professional design services to the City of Suisun City (City) for the enhancement of Heritage Park. Project design work includes initial project coordination, site analysis, topographic survey mapping, public outreach, master plan, and construction plans, documents, and estimate of probable cost. The project is scheduled for completion in Winter 2024.

The design for site features at the redeveloped park includes:

- ✓ Basketball Courts
- ✓ Fencing at basketball court/parking interface
- ✓ Pavement beneath Multi-use hard court/sport court (Mini-Pitch)
- ✓ Shade structure/picnic pavilion with lighting
- ✓ Site furnishings and bleachers
- ✓ Updated paving and pathways to accommodate new design

## REQUIREMENT I – PROJECT COORDINATION & COMMUNITY ENGAGEMENT

Project Coordination & Community Engagement includes meeting with staff to understand and clarify project parameters, and conduct stakeholder/community workshop to present, discuss and obtain community feedback for park enhancement at a Recreation, Parks, Marina, and Arts Commission (Commission) meeting.

*ITEMS include:*

- a) Meeting with RPM staff (1 meeting.)
- b) Facilitate stakeholder/community workshop at Commission meeting (1 meeting.)
- c) Coordination with PW Department (1 meeting.)

*DELIVERABLES:*

- Site plan
- Imagery of potential park elements
- Summary of feedback received at stakeholder/community workshop
- Printed and PDF copy of deliverables as required by City

*MEETINGS:*

- Meeting with City staff (1 meeting)
- Stakeholder/community workshop with Commission (1 meeting)

## REQUIREMENT II – SITE ANALYSIS

Visit site to verify existing conditions, utilities, paving, and site features/elements to be added, removed or relocated. Notes and photographs will be taken to document and record analysis.

Topographic survey will include all necessary work to produce a topographic map of project areas, including features such as, but not limited to building corners and elevations, ball courts, solar panels, curb lines, striping, water meters, sewer cleanouts, valves, irrigation facilities, manholes (including rim, invert and pipe information), utility markings on the pavement, utility poles, driveway and doorway locations, sidewalks, walkways, playgrounds, bollards, benches, trees four (4) inches and larger, retaining walls or decorative walls, and any other pertinent information that could apply to the project during design.

The topographic survey will relate to the California Coordinate System 1983 Zone 2 Horizontal Datum and the North American Vertical Datum of 1988 (NAVD88) and be at a drawing scale of 1 inch = 10 or 20 feet, with a one-foot contour interval.

*ITEMS include:*

- a) Investigate site, study orientation, and take photographic survey.
- b) Conduct topographic survey mapping.
- c) Coordination with City staff.

*DELIVERABLES:*

- AutoCAD "dwg" of topographic survey map
- Sealed hardcopy of topographic survey map

*MEETINGS:*

- Meeting with City staff to review site notes and topographic survey map (1 meeting)

## HERITAGE PARK ENHANCEMENT PROJECT SCOPE OF WORK, Continued

### REQUIREMENT III – DEVELOPMENT OF HERITAGE PARK ENHANCEMENT PROJECT MASTER PLAN

Development of a Project Master Plan includes meeting with City staff to define program elements and study of the relationship between the program elements, site design, and existing features within project areas. GSM will explore options and prepare a Preliminary Project Master Plan for park enhancement. After a meeting with City staff, we will finalize program elements, and develop exhibits to reflect a Project Master Plan.

*ITEMS include:*

- a) Meeting with City staff (1 meeting.)
- b) Receive and study available record drawings of project site from the City.
- c) Review topographic survey.
- d) Develop Preliminary Project Master Plan and opinion of probable construction cost.
- e) Review Preliminary Project Master Plan and opinion of probable cost with City staff.
- f) Develop Project Master Plan, including materials photo boards and features renderings.
- g) Presentation of Project Master Plan, materials photo boards and features renderings, and opinion of probable costs to City Council (1 presentation.)

*DELIVERABLES:*

- Preliminary Project Master Plan and opinion of probable construction cost
- Project Master Plan
- Printed and PDF copy of deliverables as required by City

*MEETINGS/SCHEDULE:*

- Meeting and coordination with City staff (1 meeting)
- Presentation to City Council (1 presentation)

### REQUIREMENT IV – PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

Once the project master plan has been approved, GSM will coordinate and prepare landscape architectural, civil and electrical construction, plans, documents, and estimate of probable costs (PS&E) at 75%, 90%, and 100% completion levels. We will attend coordination meetings with City staff. Construction plans will be prepared for the project in conformance with current California Building Code – Title 24 (CBC), applicable ASTM, and ADA standards for new pavement areas and access from new pavement areas to site features.

*ITEMS include:*

- a) Meetings and coordination (3 meetings.)
- b) Prepare construction drawings.
- c) Prepare technical specifications.
- d) Prepare opinion of probable cost.
- e) Provide final stamped construction documents.

*Plans and documents may include:*

- ✓ **Cover Sheet.** Cover Sheet will contain a sheet index, overall plan, title, vicinity map, abbreviations contact information and general notes.
- ✓ **Demolition Plan.** Demolition Plan will indicate features to be demolished and removed, salvaged, or retained and specific limit of work.
- ✓ **Paving, Grading and Drainage Plan.** Paving, Grading and Drainage Plan will indicate spot elevations for finish grade, tops and bottoms of curbs, walkways, and up to 4-foot-high site retaining walls. Additionally, the Plan will indicate contours, swales, flow lines, and other features. The Plan will include new storm drainage, type and sizing of pipe material, connections, rim inlets, clean outs, and invert elevations.
- ✓ **Temporary Erosion and Sediment Control Plan and Details.** Temporary Erosion and Sediment Control Plan and Details will be prepared in compliance with the BASMAA Post Construction Design Manual. The plan and details will include storm water management notes and details.
- ✓ **Material, Detail Reference, and Layout Plan.** Material, Detail Reference, and Layout Plan will indicate type of materials, finishes, manufacturer and product information, references to Construction Details and indicate horizontal control and dimensions for program elements.

## HERITAGE PARK ENHANCEMENT PROJECT SCOPE OF WORK, Continued

- ✓ **Electrical Plan and Details.** Electrical Plan and Details will include design of power extension and electrical circuits and controls from existing park building to new prefabricated shade structure/picnic pavilion. The structure's lighting and power will be pre-installed by the manufacturer.
- ✓ **Construction Details.** Construction Details will indicate specific materials, connections, finishes, and component sizing for installation of program elements.
- ✓ **Technical Specifications.** Technical Specifications will be prepared in CSI format.
- ✓ **Opinion of Probable Cost.** Opinion of Probable Cost will be prepared for construction of project improvements.

### DELIVERABLES:

- Construction documents (plans, technical specifications, and opinion of probable cost) at 75%, 90%, and 100% design stages
- Final stamped, signed construction documents
- Printed, PDF and electronic copies of deliverables as required by City

### MEETINGS/SCHEDULE:

- Meetings and coordination with City staff and product manufacturers (3 meetings)

## PROJECT ASSUMPTIONS

- City will provide GSM with any available electronic and hard copy maps, reports, as-builts, and background information, existing utility information including electrical, storm drain, sanitary sewer, potable and irrigation water lines, service points, operating pressure, and flow at the commencement of work.
- On-line community surveys will be developed and administered by the City.
- Project CEQA review, documentation and processing or other environmental mitigation, if required, will be provided by others.
- A boundary survey is not included in the project design scope of work.
- Plans will be prepared at 1" = 20'-0" on City required sheet size and format. Project will be designed based upon requirements of current California Building Code, California Code of Regulations, Title 24, Applicable ASTM requirements, and ADA standards for new pavement areas and access from new pavement areas to site features.
- SWPPP, hydrology/hydraulics report, and storm water management analysis/plan are not required for this project.
- Geotechnical and structural engineering are not a part of the scope of work. Industry standards for pavement sections will be used for this project.
- Mini-Pitch sports court design is by City selected manufacturer.
- Shade structure/picnic pavilion and basketball backstops will be premanufactured with customized finishes for this project. Structural engineering for shade structure/picnic pavilion and basketball backstops will be provided by the manufacturer.
- Electrical/lighting scope is limited to specifying electrical circuits and controls to a prefabricated, pre-wired shade structure, with timeclock or other control to be specified by design team Electrical Engineer, and circuit fed from adjacent park building with an adequate power panel and capacity.
- Planting and irrigation design is limited to repair and replacement notes on Material, Detail Reference, and Layout Plan. An Arborist report is not included in the project design scope of work.
- Changes to existing ADA parking or path of travel from existing ADA parking spaces to renovated park features are not required for this project.
- At the completion of Project Master Plan (Requirement III), the site plan will be considered as substantially final, and only minor alteration will be required.
- Bidding and Construction Administration Assistance are not included in this scope of work, however, can be provided as an additional services as requested by the City.

**Exhibit B**



**CITY OF SUISUN CITY  
HERITAGE PARK ENHANCEMENT PROJECT  
DESIGN FEE**

<b>REQUIREMENT I</b>	Project Coordination and Community Engagement	\$ 2,500
<b>REQUIREMENT II</b>	Site Analysis	\$ 10,800
<b>REQUIREMENT III</b>	Development of Heritage Park Enhancement Project Master Plan	\$ 8,000
<b>REQUIREMENT IV</b>	Plans, Specifications, and Estimate (PS&E)	<u>\$ 32,700</u>
<b>Design Fee</b>		<b>\$ 54,000</b>
Reimbursable Expenses		\$ 1,500

**2024 GSM PROFESSIONAL RATE OF SERVICES**

**HOURLY RATE SCHEDULE**

Principal Landscape Architect	\$185/hour
Staff Landscape Architect/Senior Project Manager	\$135/hour
Project Manager	\$125/hour
Graphic Specialist	\$115/hour
Landscape Designer	\$100/hour
Technical Draftsperson/CAD	\$85/hour
Assistant Technical Draftsperson/CAD	\$75/hour
Administration	\$65/hour

**REIMBURSABLE EXPENSES**

Photocopies – each	B&W	8 ½" x 11"	\$ .20
		11" x 17"	\$ 1.00
	Color	8 ½" x 11"	\$ 1.25
		11" x 17"	\$ 3.00
Reproduction – outside	Cost		
Plotting – in-house	B&W	22" x 34"	\$12.00
		24" x 36"	\$12.00
		30" x 42"	\$15.00
		36" x 48"	\$20.00
	Color	22" x 34"	\$20.00
		24" x 36"	\$20.00
		30" x 42"	\$25.00
		36" x 48"	\$30.00
Postage/Delivery Service	Cost		
Mileage		\$ .67 /mile	
Travel/Miscellaneous Expenses	Cost		

*Landscape Architects are licensed by the State of California*

**AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Council Adoption of Resolution No. 2024-\_\_: Updating City of Suisun City Administrative Directive 5, Purchasing Policy for Supplies, Equipment, and Services to Reflect Adherence to Davis-Bacon and Related Acts and Section 3 of the Housing and Urban Development Act of 1968.

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**FISCAL IMPACT:** There is no fiscal impact.

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

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**BACKGROUND:** In 2020, the City applied for a Community Development Block Grant – Coronavirus Round 1 (CDBG-CV1). The Recreation, Parks, and Marina Department was awarded \$61,228 to implement a “Virtual Youth Learning Hub” program at the Joseph Nelson Center due to the mandated distance learning for all Fairfield-Suisun Unified School District students in 2021.

As restrictions loosened and schools opened back up for full time, in-person learning in 2021, the necessity for virtual learning hubs diminished. In April 2023 after a lengthy amendment process, the CA Department of Housing and Community Development (HCD) approved changing the focus of the project to building improvements at the Joseph Nelson Community Center. Of the funding amount, \$26,500 was allocated towards replacing security blinds in the three classroom areas and common areas, \$30,000 was to replace the flooring in the classroom and small kitchen areas, and the remaining \$4,728 was for signage replacement.

In June 2023, the RPM Department completed the project and began a close-out process for the grant. A total of \$53,241.97 of the grant award was expended, and the remaining \$8046.03 was returned to the CA HCD Department.

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**STAFF REPORT:** As part of the grant close-out process administered by CA HCD, a HCD representative conducted a desktop review to verify compliance with Federal and State CDBG program statutes, regulations, and requirements. In particular, a HCD representative reviewed the City’s adherence to the Davis-Bacon Act, which requires that contractors and subcontractors performing on federally funded contracts in excess of \$2,000 for construction, alteration, or repair of public buildings must pay their laborers no less than the locally prevailing wages and fringe benefits determined by the US Department of Labor.

The desktop review of the City’s grant award showed that the City’s procurement policies do not include language that states adherence to the Davis-Bacon Act. The review also showed that procurement policies do not reflect adherence to Section 3 of the Housing and Urban Development Act of 1968, which provides requirements for federally funded and/or assisted construction projects of over \$200,000. This is a corrective action from City staff to update the City’s procurement policy and to ensure Davis-Bacon Act compliance for this project and all future federally funded construction projects.

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

- Resolution No. 2024-\_\_\_: Updating City of Suisun City Administrative Directive 5, Purchasing Policy for Supplies, Equipment, and Services to Reflect Adherence to Davis-Bacon and Related Acts and Section 3 of the Housing and Urban Development Act of 1968.

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**DOCUMENTS ATTACHED:**

1. Reso No. 2024-\_\_\_: Updating City of Suisun City Administrative Directive 5, Purchasing Policy for Supplies, Equipment, and Services to Reflect Adherence to Davis-Bacon and Related Acts and Section 3 of the Housing and Urban Development Act of 1968
2. Updated Administrative Directive 5, Purchasing Policy for Supplies, Equipment and Services

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**PREPARED BY:**

Marvin Mora, Management Analyst II

**REVIEWED BY:**

Kris Lofthus, Recreation, Parks and Marina  
Department Director

**APPROVED BY:**

Bret Prebula, City Manager

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**ATTACHMENTS:**

1. Reso No. 2024- Updating City of Suisun City Administrative Directive 5, Purchasing Policy for Supplies, Equipment, and Services to Reflect Adherence to Davis-Bacon and Related Acts and Section 3 of HUD Act of 196
2. Updated Administrative Directive 5, Purchasing Policy for Supplies, Equipment and Services

1 **RESOLUTION NO. 2024-**

2 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY**  
3 **UPDATING CITY OF SUISUN ADMINISTRATIVE DIRECTIVE 5, PURCHASING**  
4 **POLICY FOR SUPPLIES, EQUIPMENT, AND SERVICES TO REFLECT**  
5 **ADHERENCE TO DAVIS-BACON AND RELATED ACTS AND SECTION 3 OF THE**  
6 **HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

7 **WHEREAS**, the City of Suisun City Recreation, Parks, and Marina Department  
8 completed a Community Development Block Grant – Coronavirus Round 1 (CDBG-CV1)  
9 award in 2023 for building improvements at the Joseph Nelson Community Center; and

10 **WHEREAS**, a desktop review of the grant award administered by California  
11 Department of Housing and Community Development occurred in 2023 as part of the grant’s  
12 closeout process; and

13 **WHEREAS**, the desktop review focused on compliance with Federal and State CDBG  
14 program statures, regulations, and requirements; and

15 **WHEREAS**, the review showed that current City procurement policies do not include  
16 language that states adherence to the Davis-Bacon and Related Acts, which requires contractors  
17 and subcontractors on federally funded contracts in excess of \$2,000 for construction, alterations,  
18 or repair of public buildings to pay their laborers no less than the locally prevailing wages and  
19 fringe benefits determined by the US Department of Labor; and

20 **WHEREAS**, the review also showed City procurement policies do not show adherence  
21 to Section 3 of the Housing and Urban Development Act of 1968, which applies to federally  
22 funded and/or assisted construction projects of over \$200,000; and

23 **WHEREAS**, this is a corrective action from City staff to update the City’s procurement  
24 policies and ensure Davis-Bacon and Related Acts and Section 3 compliance for this and future  
25 federally funded construction projects.

26 **NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun  
27 City Authorizes the Updating of Suisun City Administrative Directive 5, Purchasing Policy for  
28 Supplies, Equipment, and Services to Reflect Adherence to Davis Bacon and Related Acts and  
Section 3 of the Housing and Urban Development Act of 1968.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of  
Suisun City duly held on Tuesday, the 20<sup>th</sup> day of August 2024, by the following vote:

**AYES:** Councilmembers: \_\_\_\_\_  
**NOES:** Councilmembers: \_\_\_\_\_  
**ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

**WITNESS** my hand and the seal of said City this 20<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Anita Skinner  
City Clerk

# CITY OF SUISUN CITY

## ADMINISTRATIVE DIRECTIVE - AD5 PURCHASING POLICY FOR SUPPLIES, EQUIPMENT AND SERVICES

Adopted: September 11, 1996  
Amended: August 20, 2024

Distribution: All Departments Bret Prebula, City Manager

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- XVIII. Adherence to Section 3

### I. Purpose and Authority

- A. A purchasing system is hereby adopted to govern purchases of supplies, services and equipment required by any department of the City, to establish bidding regulations therefore, and to define the authority for the purchasing function.
- B. The purchasing procedures contained in this Directive are expressly inapplicable to Public Projects. Public Project per PCC §§ 22002(c) is defined as:
  - (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
  - (2) Painting or repainting of any publicly owned, leased, or operated facility.
- C. The purchasing procedures contained in this Directive are expressly inapplicable to obtaining professional services. Professional services are occupations in the service

sector requiring special training in the arts or sciences. Some professional services

require holding professional degrees and licenses and they also require specific skills such as architects, accountants, engineers, doctors, lawyers, and teachers.

- D. The purchasing procedures contained in this Directive are expressly inapplicable to Specialized Services contracts. Specialized Services are defined as services that are provided by non-profit agencies and/or governmental agencies and/or an entity that provides unique and specialized services that are not widely offered and/or that are associated with sole source systems.
- E. The purpose of these procedures is to maintain financial control over purchases, to improve oversight of the purchasing function, and to obtain supplies, materials, equipment, and non-professional services at the lowest possible cost and in a manner consistent with Suisun City Code §2.08.170 Purchasing, and California State Contracting Code §22000 Et Seq.

## **II. Purchasing Officer Designated**

The City Manager or his/her designated representative will act as the Purchasing Officer for the City. The Purchasing Officer is responsible for purchasing and selling supplies, equipment, and services. The Purchasing Officer can authorize Department Heads to purchase supplies, equipment, and services as such are approved and appropriated in the annual budget process.

## **III. General Provisions**

- A. Department Heads shall be required to file detailed estimates of future requirements for supplies, services and equipment in the time, manner and form requested by the Purchasing Officer. These estimates shall be presented annually in the Annual Budgets approved by the City Council and respective Boards.
- B. Department Heads may be authorized by the Purchasing Officer to purchase or contract for supplies and equipment as approved and appropriated by the annual budget process and that are within the City Manager's authorized purchasing limit per Section IV. Reports of such purchases shall be made available to the Purchasing Officer through the City's accounting system, or as the Purchasing Officer shall direct.
- C. Unless otherwise indicated in this Directive, purchases of supplies, materials, equipment, or contracts for services will be made by a Purchase Order issued by the Purchasing Officer. The Purchase Order must be written and issued before the materials or services are ordered. Unless otherwise indicated in this Directive, no employee of the City shall request any merchant, dealer, supplier, or vendor to deliver goods to the City except on a Purchase Order issued by the Purchasing Officer or his/her designated representative per Section IV.
- D. The Purchasing Officer shall be responsible for maintaining a Vendor's List, sorted by product category. Any vendor who wishes to receive a formal or informal bid,

based on that product category, must submit contact information to the Purchasing Officer. The Purchasing Officer has sole authority to determine the product category or categories to which the vendor should be assigned. Department Heads should forward any vendor information they receive to the Purchasing Officer for proper filing. The Vendor List may also be used for soliciting informal quotations.

- E. The Purchasing Officer, the Department Head, or their designate, shall inspect supplies and equipment delivered and contractual services performed, to determine their conformance with the specifications set forth in the order or contract. The Purchasing Officer shall have authority to require any tests necessary to determine the quality and conformance with specifications and shall encourage on-site demonstrations of equipment performance when applicable.
- F. The dollar levels shall be reviewed on a regular basis to ensure that they are consistent with current conditions and the practices of neighboring cities. Regular adjustments may be presented to the City Council for their consideration and approval.
- G. The Purchasing Officer shall be responsible for creating or revising any and all forms necessary to comply with this Administrative Directive, along with any related instructions, guidelines, or training.

#### **IV. Purchasing Procedures based on dollar amounts involved**

##### **A. Under \$100 – Petty Cash**

- 1. One-time purchases of items costing under \$100 may be made through petty cash. Petty cash procedures should not be used for supplies which are usually stocked or purchased in bulk by the City.
- 2. Petty cash purchases are made by the following procedures:
  - a. The employee will purchase the item, obtain a sales receipt, and return the receipt to the Finance office.
  - b. The employee will fill out a petty cash form with the date purchased, cost of the item (from sales receipt), description of the item purchased, and account number. The form must be signed by the employee.
  - c. The Purchasing Officer's designee shall approve the petty cash request and the employee will be refunded the cash advanced.

##### **B. Under \$5,000 – Purchases Made on the Open Market by Department Heads**

- 1. Expenditures and sales of less than \$5,000 may be made on the open market without obtaining bids or quotations and are approved by the Department Head or designee. The Vendor's List may be used to identify prospective vendors at the discretion of the Department Head.
- 2. The account number or job to which the item is to be charged must be included on any request for payment form. The delivery location will be to the address of the ordering department unless otherwise specified. The Department Head shall forward any invoices for payment to the Finance Department.

- C. \$5,000 to \$19,999 —Three Written Quotations/City Manager Authorizes
1. Expenditures and sales of greater than or equal to \$5,000 and less than \$20,000 may be made only after at least three written quotations have been received by the Department Head, and the lowest responsive bidder and/or quote identified. The Vendor's List may be used to identify prospective vendors at the discretion of the Department Head.
  2. Purchases in the cost range typically do not require special contracts and can be procured using the City's standard purchase order at the discretion of the Department Heads and/or City Manager.
  3. Employees will make a good faith effort to obtain three (3) quotes for bids and quotes by contacting a minimum of three (3) vendors and following up at least once with each vendor within ten (10) business days if no response is received by the City. In the event a vendor is contacted and the vendor does not provide a bid or quote within ten (10) business days, a note to file included within the memorandum that accompanies the purchase order is acceptable in lieu of the quote if it is in the City's best interest to move forward with another vendor bid or quote.
  4. Specialized Service Contracts are not subject to this process, but the spirit of utilizing Specialized Service Contracts is to procure services with the greatest benefit to the City and its residents, which shall be based on, but not limited to price, availability of service, economic equity, diversity, and community employment. Specialized Service.
- E. \$20,000 - \$34,999 – Informal Bid/City Manager Authorizes
- Expenditures equal to or greater than \$20,000 and less than \$35,000 for supplies, services and equipment shall be by written contract and authorized by Purchase Order pursuant to the following procedures:
1. A notice inviting bids describing the supplies, services, or equipment to be purchased, the deadline and location for submitting bids and the location where bid forms and specifications may be secured shall be solicited from prospective bidders known to the Purchasing Officer or who have made written requests that their names be added to the Vendor's List. At the discretion of the Purchasing Officer, a notice inviting bids may be published in a newspaper of general circulation.
  2. When deemed necessary by the Purchasing Officer, bidder's security may be prescribed in the notice inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit his/her bid security upon refusal or failure to execute the contract within the period specified in the award of contract unless the city is responsible for the delay.
  3. In his/her sole discretion, the Purchasing Officer may reject any and all bids and take one of the following actions:

- (a) Determine not to proceed with the transaction at that time.
  - (b) Re-advertise for bids pursuant to the procedure prescribed by this chapter; or
  - (c) Determine that the equipment or supplies may be purchased at a lower price in the open market and proceed with the purchase without further complying with this chapter.
4. If no bids are received, the Purchasing Officer may proceed with the purchase without further complying with this section.
  5. Contracts shall be awarded by the Purchasing Officer to the lowest responsible bidder unless it is found that it would be in the public interest to accept other than the lowest bid due to the differences in quality, materials or services offered in the bid. In the case of tie bids, the Purchasing Officer may, in his/her discretion, accept either bid.
  6. The Purchasing Officer may require that a performance bond be provided before entering into a contract with a successful bidder. The form and amount of the bond shall be described in the notice inviting the bids.

F. Over \$35,000—Formal Bid/City Council Approves

1. A notice inviting bids describing the supplies, services, or equipment to be purchased, the date and location of opening of the bids and the location where bid forms and specifications may be secured shall be solicited from prospective bidders known to the Purchasing Officer or who have made written requests that their names be added to the City's Vendor List. The Purchasing Officer **shall** publish a notice inviting bids in a newspaper of general circulation at least once and at least 10 days prior to the bid opening date.
2. When deemed necessary by the Purchasing Officer, bidder's security may be prescribed in the notice inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit his/her bid security upon refusal or failure to execute the contract within the period specified in the award of contract unless the city is responsible for the delay.
3. Sealed bids shall be submitted to the city clerk and shall be identified as bids on the envelopes. Bids shall be opened in public as stated in the public notice. A tabulation of all bids shall be conducted by the City Clerk and maintained for public review.
4. In its sole discretion, the City Council may reject any and all bids and take one of the following actions:
  - a. Determine not to proceed with the transaction at that time.
  - b. Re-advertise for bids pursuant to the procedure prescribed by this chapter; or

- c. Determine that the equipment or supplies may be purchased at a lower price in the open market and proceed with the purchase without further complying with this chapter.
- 5. If no bids are received, the City Council may authorize the Purchasing Officer to proceed with the purchase without further complying with this section.
- 6. Contracts shall be awarded by the City Council to the lowest responsible bidder unless it is found that it would be in the public interest to accept other than the lowest bid due to the differences in quality, materials or services offered in the bid. In the case of tie bids, the City Council may, in its sole discretion, accept either bid.
- 7. The City Council may require that a performance bond be provided before entering into a contract with a successful bidder. The form and amount of the bond shall be described in the notice inviting the bids.
- 8. For projects utilizing federal funds that exceed the Simplified Acquisition Threshold (currently \$250,000) an independent cost analysis must be made in advance of bid evaluation and contract award. [2 CFR 200.324 (a)]

**V. Determination of Lowest Responsible Bidder**

In addition to price, the lowest or highest responsible bidder will be determined after the following factors have been considered:

- A. The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
- B. Whether the bidder has the facilities and financial ability to perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- C. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- D. The bidder's record of performance on previous contracts or services.
- E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
- F. The quality, availability and adaptability of the supplies, equipment or services to the particular use required.
- G. The number and scope of conditions attached to the bid.

**VI. Special Purchasing Provisions**

Certain items, such as electronic equipment or vehicles, or City-related clothing articles, should be approved by the City Manager regardless of dollar value. The City Manager shall prepare a list of such items, and may add or delete items in his/her sole discretion.

**VII. Use of Other Governmental Bids in lieu of bidding**

- A. For expenditures or sales in excess of \$10,000, the City may use a competitive bid from another governmental jurisdiction in lieu of the established procedures outlined in this Administrative Directive. In such cases, the jurisdiction involved, and any

other identifying information should be included with the Purchase Order request. Approval for such purchases remains the same as set forth in Section IV above.

- B. Under the conditions of IV. F. 8. an independent cost estimate is required before accepting bids provided by another governmental agency.

### **VIII. Public Works Contracts**

Public Works project purchases of materials or supplies in excess of \$5,000 must comply with California State Contracting Code §22000 et. seq. and with City Ordinance 766. Ordinance 766 is an Ordinance of the City Council of the City of Suisun City, California, repealing and replacing Chapter 3.36 of the Suisun City Municipal Code to update the informal bidding procedures under the California Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et. seq.).

### **IX. Open Purchase Orders (No dollar amount)**

- A. An open purchase order is a “zero” purchase order generated for the purpose of establishing a vendor with whom a Department intends to do business. Purchases charged against an open purchase order shall not exceed \$2,500 in any 30-day period. Open purchase orders are generally used for those vendors where an undetermined amount of small purchases may be generated or where the specific fund against which purchases will be charged is not generally known until the purchase is made.
- B. Open Purchase Orders shall be approved by the Purchasing Officer or designated representative.

### **X. Blanket Purchase Orders (When annual costs are known)**

- A. A blanket purchase order is similar to an open purchase order, except that it identifies a “not-to-exceed” purchase amount, and that amount may be encumbered against a Department’s budget.
- B. A Department may generate a blanket Purchase Order for regular purchases. The purchase order should be for the projected expenses for a given time period. Individual purchases may then be charged to this purchase order until the amount encumbered has been exhausted.
- C. Blanket Purchase Orders shall be approved by the Purchasing Officer or designated representative when the not-to-exceed purchase amount exceeds \$34,999.

### **XI. Emergency Purchases**

- A. In case of an emergency as defined below, purchases may be made without following the regular or open purchase procedures. An emergency is defined as a situation where the life, health, safety, or convenience of citizens are involved, and where it is impossible or impractical to follow regular purchase order procedures, or secure prior approval for such purchases. Such purchases will usually occur after regular working hours or on weekends when a Department Head or supervisor may not be immediately available to approve the purchase.

- B. In the event of such an emergency an employee responsible for correcting the situation may make an emergency purchase of any item costing less than \$5,000. As soon as possible after the emergency, the department head should be notified of the purchase and a requisition form forwarded to the Finance Office.

**XII. Sole Source Purchases**

A purchase in excess of \$5,000 can only be purchased from a single vendor or source, then the Department Head may submit a request for approval from the Purchasing Officer, explaining the circumstances and reasons for the sole source purchase. Software renewals can be purchased from a sole source with support of the Department Head and approval of the City Manager up to the City Manager's purchase authority limit of \$34,999. If the cost of the item is equal to or in excess of \$35,000, the request must be approved by the City Council.

**XIII. Purchasing Recycled Products**

It is the goal of the City of Suisun City to utilize recycled products where the product is available at an equal or lesser value.

**XIV. Use of Credit Cards and Purchases**

The use of Procurement Cards is allowable under this Directive and shall be further regulated by the City's Procurement and Vendor Card Use Policy. Reference Administrative Directive 3 for further information. As of the adoption of this Administrative Directive, the most current Administrative Directive 3 was approved under Resolution No. 2008-107.

**XV. City Council's Right to Enter into Contracts Not Impaired**

Nothing contained in this Directive shall be construed to alter, limit, or affect the right of the City Council to make or execute contracts or purchases as otherwise permitted by law.

**XVI. Declaration of Surplus Assets and Disposal of Same**

- A. All Departments shall submit to the Purchasing Officer, at such times and in such forms as he/she shall prescribe, reports showing all supplies and equipment that are no longer used or which have become obsolete or worn out. It shall be the Purchasing Officer's responsibility to declare such items as surplus.
- B. The City may dispose of surplus assets in any one of the following methods:
  - 1. Surplus supplies and equipment with no appreciable value, in the opinion of the Purchasing Officer, may be discarded as junk or recycled.
  - 2. The item may be sold or donated to another governmental jurisdiction or a non-profit corporation, provided the item would be used for a public benefit.
  - 3. The item may be used as a trade-in on, or an exchange for, the purchase of new supplies and equipment.
  - 4. The item may be sold at a public auction or by advertised bids.
- C. For any item estimated to be under \$25,000 in value, the Purchasing Officer may dispose of the item in the manner specified above. For any item estimated to be over \$25,000, the City Council must approve the action, based on a recommendation from

the Purchasing Officer.

## **XVII. Adherence to Davis-Bacon and Related Acts (DBRA)**

For federally funded or assisted contracts of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, the City and all contractors and subcontractors are required to comply with the Davis-Bacon and Related Acts (DBRA). Applicable projects include Community Block Development Grant (CDBG) awards, other funding through the Department of Housing and Urban Development (HUD) and funding received from other federal agencies. DBRA contractors and subcontractors must pay their laborers and mechanics under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The U.S. Department of Labor determines such locally prevailing wage rates.

- A. The appropriate Federal Prevailing Wage Determination or the California Prevailing Wage determination (whichever is higher for each trade) must be incorporated into the bidding and contract documents.
- B. A notice displaying employee rights under DBRA, and any applicable wage determination must be posted at all times at the work site in a prominent and accessible place where it can easily be seen.
- C. Proof of postings, including photos of postings and original documents, must be kept for reporting purposes. These include public notices and job site postings related to HUD funded projects and U.S. Department of Labor prescribed notices of employee rights under DBRA.
- D. Weekly certified payroll submittal to the City as contracting agency, is required under DBRA.
  - These payrolls must provide accurate records of wages paid, hours worked, and fringe benefits provided for each employee.
  - The City or its designee, is required to review these payrolls weekly to determine that the correct wages are being paid.
  - On-site employee interviews must also be randomly conducted.
  - Records including the payroll and interview forms must be kept for at least 3 years after completion of the project.
- E. Compliance with the Civil Rights Act and Equal Employment Opportunity is required.
- F. For projects utilizing federal funding, compliance with the Copeland Anti-Kickback and Contract Work Hours and Safety Standards Act is required.

## **XVIII. Adherence to Section 3 (24 CFR Part 75)**

Section 3 is triggered when project construction activity exceeds \$200,000, either initially or cumulatively. It applies to contractors working on federally assisted projects, particularly those related to housing rehabilitation, housing construction, or other public construction.

- A. A project is defined as the site, buildings, and improvements under common

ownership, management, and financing.

B. Definitions:

- Section 3 Worker:
  - Worker can self-certify that their income is below HUD's income limit from the prior year.
  - Workers can self-certify participation in a means-based program (e.g., Section 8 or public housing).
  - PHA or owner of Section 8 property can certify worker is participant in one of those programs.
  - Employer can certify that income from position is below HUD's income limit when annualized on full time basis. For CDBG-CV and CDBG-DR, income must be at or below the income of a 1-person household at 80% AMI (per FR Notice waiver).
  - Employer can certify worker is employee by Section 3 business.
- Targeted Section 3 Worker:
  - Low or very low-income worker that fell below HUD income limits for the previous or annualized calendar year AND worker employed by Section 3 business concern OR
  - Worker who currently fits or when hired fit one of the categories below as documented within five years:
    - Living within the service area or the neighborhood OR YouthBuild participant
    - Employer must confirm worker's residence is within one mile of the work site OR
    - If fewer than 5,000 people live within one mile of the worksite, then within a circle centered on the worksite that encompasses a population of 5,000 people according to the most recent Census.
    - Employer can certify worker is employed by Section 3 business.
    - Workers can self-certify that the worker is a YouthBuild participant.

C. Contractors are required to report overall labor hours, Section 3 worker labor hours, and targeted Section 3 worker labor hours.

D. Benchmarks for Section 3 labor hours are 25% of total project labor hours, and 5% of total labor hours for targeted Section 3 workers.

E. Contractors are required to document good faith efforts to comply with HUD benchmarks. The City will provide contractors with assistance with compliance.

**AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Council Adoption of Resolution No. 2024-\_\_ : Approving the Establishment of a Full-Time Firefighter Classification, Approving the Firefighter Class Specification, Amending the Fire Engineer Class Specification, and Expanding Representation by the Suisun City Professional Firefighters Association (SCPFA) to Include the Firefighter Classification.

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**FISCAL IMPACT:** The fiscal impact of transitioning to full-time, permanent Firefighter positions will include increased salary and benefits costs for the Firefighter role. However, these costs are anticipated to be offset by the savings from eliminating the Division Fire Chief position and the improved efficiency, effectiveness, and morale that a fully qualified and permanent workforce will bring. This was included in the current fiscal year budget.

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

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**BACKGROUND:** As part of the approved budget, the Fire Department eliminated a vacant Division Fire Chief position and created a new full-time Firefighter position in exchange. The Division Fire Chief was primarily responsible for training and duty chief coverage. Following this change, the Fire Department has restructured its training responsibilities between the Deputy Fire Chief and the Fire Captains. Additionally, the Department is exploring partnerships with neighboring Fire Departments to assist with Duty Chief coverage when necessary.

The cost of salary and benefits for the Firefighter position is significantly lower than that of the Division Fire Chief, making this restructuring a cost-effective solution while maintaining essential services within the Fire Department.

The Suisun City Professional Firefighters Association (SCPFA) currently represents the Fire Engineer classification. With the proposed changes, SCPFA will also represent the newly established full-time Firefighter classification. This expansion of representation aligns the Firefighters with the Fire Unit that consists of full time fire suppression staff.

In addition to this transition, the City has reviewed the existing Fire Engineer class specification. Previously, the City allowed newly hired Fire Engineers to obtain their Driver Operator 1A and 1B certifications within six months of employment. During this period, Fire Captains were often required to function in a dual capacity as both Captain and Engineer until the Fire Engineers obtained their certifications.

To address concerns raised by the SCPFA Union regarding the lack of qualified hires and to align with industry standards and California State Fire Marshal requirements, the City is amending the Fire Engineer class specification to require that all candidates possess the necessary Driver Operator 1A and 1B certifications at the time of hire.

As part of these changes, the City is also seeking approval of the Firefighter class specification, which outlines the duties, qualifications, and responsibilities of the new full-time Firefighter position. This

specification has been developed in collaboration with SCPFA to ensure it meets industry standards and the operational needs of the Fire Department.

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**STAFF REPORT:**

**Full-Time Firefighter Classification and Class Specification:**

The creation of a full-time, permanent Firefighter classification and the approval of the corresponding class specification are significant steps towards enhancing the City's public safety services. Full-time firefighters will provide a higher level of commitment and availability, which is crucial for maintaining public safety and responding to emergencies effectively. The restructuring that includes the elimination of the Division Fire Chief position and the addition of the Firefighter position allows the Fire Department to maintain its operational effectiveness while reducing costs.

The Firefighter class specification has been carefully developed to reflect the necessary qualifications, duties, and responsibilities of this role. Approval of this specification will ensure that the City hires highly qualified individuals who can meet the demands of the position.

**Amendment of Fire Engineer Class Specification:**

The amendment to the Fire Engineer class specification is a necessary measure to ensure that all Fire Engineers are fully qualified to perform their duties from the first day of employment. By requiring the Driver Operator 1A and 1B certifications as a minimum qualification, the City will ensure that its Fire Engineers meet the highest industry standards and can immediately contribute to the safety and effectiveness of the firefighting team.

This amendment will also alleviate the burden on Fire Captains, who have previously had to assume dual roles during the six-month certification period. With the updated qualifications, Fire Captains can focus on their leadership responsibilities without being required to perform the duties of an Engineer.

**Union Representation:**

The Suisun City Professional Firefighters' Association (SCPFA) currently represents the Fire Engineer and Fire Captain classifications. With the establishment of the full-time Firefighter classification, the SCPFA will now also represent these firefighters. This expansion of representation recognizes the community of interest among Firefighters, Fire Engineers and Fire Captains for the purposes of meet and confer and collective bargaining.

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**STAFF RECOMMENDATION:** Council Adoption of Resolution No. 2024-\_\_ : A Resolution of the City Council of the City of Suisun City Approving the Establishment of a Full-Time Firefighter Classification, Approving the Firefighter Class Specification, Amending the Fire Engineer Class Specification, and Expanding Representation by the Suisun City Professional Firefighters Association (SCPFA) to Include the Firefighter Classification.

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**DOCUMENTS ATTACHED:**

1. Council Adoption of Resolution No. 2024-\_\_ : A Resolution of the City Council of the City of Suisun City Approving the Establishment of a Full-Time Firefighter Classification, Approving the Firefighter Class Specification, Amending the Fire Engineer Class Specification, and Expanding Representation by the Suisun City Professional Firefighters Association (SCPFA) to Include the Firefighter Classification.
  - a. Firefighter class specification
  - b. Fire Engineer class specification – clean

2. Fire Engineer class specification – redline

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<b>PREPARED BY:</b>	Christina Penland, Human Resources Administrator
<b>REVIEWED BY:</b>	Bret Prebula, City Manager
<b>APPROVED BY:</b>	Bret Prebula, City Manager

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**ATTACHMENTS:**

1. [Resolution Fire Classification Plan Update.docx](#)
  - a. [Firefighter Class Spec](#)
  - b. [Fire Engineer Class Spec - Clean](#)
2. [Fire Engineer Class Spec - Redline](#)

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**RESOLUTION NO. 2024-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING THE ESTABLISHMENT OF A FULL-TIME FIREFIGHTER CLASSIFICATION, APPROVING THE FIREFIGHTER CLASS SPECIFICATION, AMENDING THE FIRE ENGINEER CLASS SPECIFICATION, AND EXPANDING REPRESENTATION BY THE SUISUN CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION (SCPFA) TO INCLUDE THE FIREFIGHTER CLASSIFICATION**

**WHEREAS**, the City has historically employed firefighters on a temporary or part-time basis; and

**WHEREAS**, the City recognizes the need for a full-time, permanent firefighting workforce; and

**WHEREAS**, the Fire Unit, represented by the Suisun City Professional Firefighters' Association (SCPFA) currently includes the Fire Engineer and Fire Captain classifications; and

**WHEREAS**, the City and SCPFA have met and conferred regarding the establishment of a Firefighter class specification and the amendment of the Fire Engineer class specification; and

**WHEREAS**, the Fire department has restructured its operations by eliminating a vacant Division Fire Chief position, reallocating these resources to establish a Firefighter position; and

**WHEREAS**, the City Council wishes to confirm that the existing salary for the Firefighter classification will remain unchanged; and

**WHEREAS**, the City and SCPFA have agreed that SCPFA will represent the Firefighter classification in addition to the Fire Engineer and Fire Captain classifications; and

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

1. The City Council hereby approves the establishment of a full-time, permanent Firefighter classification.
2. The City Council hereby approves the Firefighter class specification.
3. The City Council hereby approves the amendment of the Fire Engineer class specification.
4. The City Council confirms that the existing salary for the Firefighter classification will not change.
5. The City Council hereby recognizes the expansion of representation by the Suisun City Professional Firefighters' Association (SCPFA) to include the Firefighter classification.
6. The City Manager is authorized and directed to take all necessary steps to implement this resolution.

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**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 20th day of August 2024, by the following vote:

**AYES:** Councilmembers: \_\_\_\_\_  
**NOES:** Councilmembers: \_\_\_\_\_  
**ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

**WITNESS** my hand and the seal of said City this 20th day of August 2024.

\_\_\_\_\_  
Anita Skinner  
City Clerk

- Attachments
- a. Firefighter class specification
  - b. Fire Engineer class specification



## **CLASS SPECIFICATION**

### **FIREFIGHTER**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

#### **SUMMARY DESCRIPTION**

Under general supervision, responds to emergency calls and performs a wide variety of administrative and technical tasks and functions in support of fire suppression, emergency medical care, hazardous materials, fire prevention, inspection and investigation activities, and other activities that support the protection of life and property; provides medical services at the Emergency Medical Technician (EMT-Basic) level or Paramedic (EMT-P) level; assists in fire station maintenance and care, and maintenance of apparatus and equipment; serves in specialized departmental roles as assigned; provides information and assistance to the public; participates in training exercises and studying firefighting techniques; and performs related duties as assigned.

#### **IDENTIFYING CHARACTERISTICS**

Under general supervision, the Firefighter is an entry/journey level class responsible for performance of the full scope of assigned fire suppression, fire prevention, emergency medical care responsibilities, and for the protection of life and property. New incumbents may have limited related experience but are expected to learn the full range of duties and responsibilities, perform duties with minimal direct supervision, and exercise sound judgment and discretion in making decisions. This classification is distinguished from the next higher classification of Fire Engineer in that the latter is responsible for the proper operation and maintenance of assigned fire equipment and apparatus.

#### **REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

Responds to emergency calls and provides basic and advanced medical services; assists in the emergency transportation of patients to medical facilities as required.

Responds to fire alarms, emergency rescues, hazardous materials incidents, public service calls or other incidents, which require the mitigation of circumstances that may threaten life or property.

Lays and connects hose lines; operates nozzles to direct a proper stream of water on fires.

Searches and rescues victims from buildings, motor vehicles, water hazards, and other locations.

Works closely with other emergency medical staff and assists with coordination of public safety and fire personnel from other agencies; responds to mutual aid situations.

Isolates and minimizes hazardous materials spill; participates in investigations, clean-up, salvage, and overhaul operations.

Participates in the fire inspections of buildings and properties within the City on a regularly scheduled basis.

Maintains the station and living quarters in a clean and orderly condition; performs minor maintenance on facilities and station equipment.

Participates in the maintenance of apparatus and vehicles; performs minor maintenance and repair on equipment; reports the need for major repair.

Learns to drive and operate fire equipment and apparatus; learns to operate pumpers.

**CITY OF SUISUN CITY**  
***Firefighter (Continued)***

Participates in all assigned drills and training sessions.

Develops and maintains effective working relationships with the community; presents a variety of educational and public services programs to children, as well as youth and community groups.

May coordinate specific program or project areas, such as EMT; hazardous materials, CPR and First Aid training; and specialty equipment acquisition and maintenance.

Prepares reports, prepares and maintains logs, records, and accurate files.

Performs related duties as assigned.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

Principles and practices of fire suppression, hazardous materials containment, rescue, clean-up, and salvage.

Principles and practices of providing emergency medical care at the EMT or Paramedic level.

Practices and techniques of driving various vehicles and operating a wide range of fire apparatus.

Basic maintenance practices for fire services vehicles, equipment, and facilities.

Applicable laws, codes, ordinances, safety practices and equipment related to the work.

Techniques of First Aid and CPR.

Techniques for effectively solving problems presented by a variety of individuals from various socio-economic, cultural and ethnic backgrounds, both in person and over the telephone, often in emergency or stressful situations.

Principles and practices of records management.

Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.

The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.

Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

**Ability to:**

Perform fire suppression, hazardous materials containment, and associated rescue and salvage work in safe and effective manner.

Apply the mechanics of firefighting and emergency medical care at an EMT or Paramedic level.

Learn to operate vehicles and apparatus safely in conformance with department procedures and traffic laws.

Make sound, independent decisions in emergency situations.

Learn the geographic layout of the city and the surrounding areas, as well as the location of various fire suppression utilities.

Maintain accurate records and prepare clear and accurate reports and other written material.

Interpret, explain, and apply protocols and procedures, codes, regulations, and ordinances.

**CITY OF SUISUN CITY**  
***Firefighter (Continued)***

Coordinate and carry out special assignments.

Understand, interpret, and carryout oral and written direction.

Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.

Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Independently organize work, set priorities, meet critical deadlines, and follow up on assignments.

Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.

Effectively use computer systems, software applications, and modern business equipment, and two-way radios to perform a variety of work tasks.

**Education and Experience Guidelines** – *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

A high school diploma or equivalent is required, and successful completion of state-certified fire academy and other required certification courses. Additional college level coursework in fire science or closely related field is highly desirable.

**Experience:**

No prior experience is required.

**License or Certificate:**

Possession of a valid California class C driver's license is required.

Possession of Firefighter I certification issued by the California State Fire Marshal is required.

Possession of a valid EMT and CPR certifications.

Some positions may require possession and maintenance of a valid Paramedic certification.

**Substitution:**

A certificate verifying completion of a California State Fire Marshal Accredited Regional Fire Academy may substitute for the Firefighter I certification, however the California Firefighter I certificate must be completed prior to and as a condition of passing probation.

**Supplemental Requirements:**

Firefighter Task Book: The Firefighter Task Book must be completed within the probationary period. The completion period of the Task Book may be extended at the discretion of the Fire Chief if the probationary period is also extended.

Academy Graduates and entry level applicants who possess their Firefighter I certification, require a passing score (> 70%) on the Fire Candidate Testing Center written test (FCTCOnline.org). The FCTC written test shall be waived for lateral applicants, currently employed in a full-time capacity as a Firefighter and have completed their probationary period.

Possession of a California Physical Ability Test (CPAT) within 12 months prior to the date of appointment. The CPAT requirement shall be waived for lateral applicants, currently employed in a full-time capacity as a Firefighter and have completed their probationary period.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Employees work in the field with exposure to emergency circumstances, including loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibrations, mechanical and/or electrical hazards, hazardous chemical substances and fumes, criminal offenders, mentally ill individuals, and persons potentially infected with communicable diseases. Employees may interact with upset individuals in interpreting and enforcing departmental policies and procedures.

**Physical:** Must possess mobility, physical strength, and stamina to respond to emergency situations and use all emergency tools and equipment, including the ability to operate motor vehicles, while wearing personal protective equipment; think and act quickly under emergency conditions; lift and move individuals or objects weighing more than 100 pounds; ability to work in a standard office setting and use standard office equipment, including a computer; vision to read gauges, documents, and street maps; accurate depth perception; ability to communicate verbally, including projecting a voice that can be heard in a noisy environment; ability to hear and distinguish various sounds, such as alarms, voices of co-workers, and warning horns or sirens in both quiet and noisy environments; ability to stand, walk, bend, and reach at, above or below shoulder height for extended periods of time; and sustained concentration and prolonged commitment to job tasks.

**Vision:** See in the normal visual range with or without correction.

**Hearing:** Hear in the normal audio range with or without correction.

**OTHER REQUIREMENTS**

Work Hours: Firefighters work a 48/96 work schedule, comprised of two 24-hour shifts followed by four 24-hour days off, averaging 56 hours per week.

Candidates who have accepted a conditional offer of employment must pass a pre-employment physical, including drug-screen and background investigation, including fingerprinting.

FLSA	Non-Exempt
B.U.	SCPFA/IAFF, Local 1186
Established	8/20/2024 – Resolution 2024-



## CLASS SPECIFICATION

### FIRE ENGINEER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

#### SUMMARY DESCRIPTION

Under general supervision typically from Fire Captain, safely and effectively operate fire apparatus and other assigned vehicles during emergency and non-emergency situations, including responding to Emergency Medical calls; wildland and structure fires, and other emergency calls for service; lead assigned crew in the performance of fire-fighting duties; perform routine maintenance and make minor repairs on vehicles, equipment, and the Fire Station; perform fire prevention tasks; perform EMT duties; perform rescues and to do other related work.

#### IDENTIFYING CHARACTERISTICS

This classification is journey level distinct from Fire Captain, which is responsible for supervising a truck or engine crew, and distinct from Firefighter, which is responsible for fire suppression and rescue operations. A Fire Engineer has primary responsibility for the proper operation and maintenance of assigned fire equipment and apparatus. Work requires a good understanding of first aid techniques and lifesaving methods. Incumbents may occasionally perform duties of Fire Captain in his/her absence.

#### REPRESENTATIVE DUTIES

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Operates pumps, and all apparatus to effectively suppress fires, determining the best location for apparatus; connects and lays hose lines and determines the correct operating pressures and water flows; makes minor adjustments and repairs.
2. Drives and maintains fire apparatus.
3. Assists with the overhaul, salvage, and clean-up operations at any incident.
4. Deliver ALS/BLS as an EMT/Paramedic.
5. Selects route to be taken to fire and locates apparatus at proper place for efficient and safe operations.
6. Answers general questions of the public and provides information.
7. Prepares reports; and obeys and transmits, as required, all orders of superior.
8. May supervise subordinate personnel in the absence of the Fire Captain.
9. Performs related duties as assigned.

## QUALIFICATIONS

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

### **Knowledge of:**

- Operations, services, and activities of an emergency service operation, including fire suppression, fire prevention, emergency medical services, disaster preparedness, hazardous materials response, and associated programs, services, and operations.
- Fire science theory, principles, and practices, and their application to a wide variety of emergency service operations, including fire suppression, fire prevention, and fire investigation.
- Operating characteristics, uses, and maintenance requirements of pump engines, fire apparatus, and other firefighting and emergency medical apparatus and equipment.
- Mechanical and hydraulic principles of fire apparatus.
- Modern and complex principles and practices of firefighting.
- Principles and practices of disaster preparedness, response, and recovery.
- Methods and techniques of basic life support and rescue.
- Hazardous materials and chemical spill response techniques.
- Principles, methods, and techniques used in confined space and rescue operations.
- Mechanical, chemical, and related characteristics of a wide variety of flammable and explosive materials and objects.
- Principles of combustion and cause of fire.
- Principles of building construction and fire protection systems.
- Geography and street layout of the City and surrounding area.
- Current safety practices related to equipment and procedures involved in the fire service.
- Methods and techniques of public relations.
- Record-keeping and basic report preparation principles and practices.
- Basic office procedures and methods, including computer equipment and supporting word processing and spreadsheet applications.

### **Ability to:**

- Safely drive and maintain fire apparatus and equipment.
- Retain presence of mind and act quickly and calmly in emergency situations.
- Comprehend written, video, and oral presentations related to required training of position.
- Analyze emergency situations and develop appropriate courses of action.
- Respond to requests and inquiries from the general public.
- Perform a variety of fire suppression, fire prevention, emergency medical response, and technical rescue activities.
- Effectively use specialized fire suppression tools and equipment, including safety equipment.
- Meet the physical requirements necessary to perform the assigned duties safely and effectively.

**CITY OF SUISUN CITY**  
**Fire Engineer (Continued)**

Observe and follow safe firefighting and work practices.

Operate modern office equipment and computers, including applicable software applications.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

**Education and Experience Guidelines** - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

High School diploma or equivalent, and successful completion of a state-certified fire academy and other required certification courses. Additional college level coursework in fire science or closely related field is highly desirable.

**Experience:**

Two (2) years of full-time professional fire-fighting experience.

**License or Certificate:**

Possession of a Class C California driver's license with a Firefighter endorsement.

Possession of Firefighter I certification issued by the California State Fire Marshal, Firefighter II is desired.

Fire Apparatus Driver/Operator 1A and 1B certification is required at the time of appointment.

Possession of valid EMT and CPR certifications.

Some positions may require possession and maintenance of a valid Paramedic certification.

**Substitution**

Volunteer experience may be prorated and applied toward the required two (2) years of full-time professional firefighting experience. A letter of good standing, on agency letterhead, that includes the dates of volunteer work, number of volunteer hours, and a description of the duties performed is required.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Standard office setting with some travel to various locations to attend meetings or respond to emergency scenes, disasters, or critical incidents; the employee occasionally works near moving mechanical parts; occasionally exposed to outside weather conditions and wet and/or humid conditions; occasionally works in high, precarious places; occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock, risk of radiation, and vibration; the noise level in the work environment is usually moderate, however, the noise level is occasionally very loud due to sirens, etc; wear appropriate personal protective equipment when operating at emergency scenes and self-contained breathing apparatus; incumbents may be required to work extended hours including evenings, weekends, holidays and may be required to travel outside City boundaries to perform Fire Department duties.

**Physical:** Primary functions require sufficient physical ability to work in both an office setting and in a reactive emergency or disaster environment; walk, stand, or sit for prolonged periods of time; sitting, standing, walking on uneven or slippery surfaces, kneeling, bending, twisting, turning, stooping, squatting, grasping and crawling; ascending and descending stairs and ladders; work both inside and outside with exposure to extreme weather conditions, odors, dust and pollen; exposure to chemicals, skin irritants, fumes and solvents; frequent hand and arm motion; hand and finger dexterity sufficient to use small tools; turning and bending neck; regularly push, pull, lift, and/or carry equipment and objects weighing up to 100 pounds; the ability to stand, walk, bend and

**CITY OF SUISUN CITY**  
**Fire Engineer (Continued)**

reach at, above or below shoulder height for extended periods of time; sustained concentration and prolonged commitment to job tasks; interpersonal skills sufficient to work closely with others on a team; operate office equipment including use of computer keyboard; requires a sense of touch, finger dexterity, and gripping with hands and fingers; ability to speak and hear to exchange information; ability to operate a vehicle to travel to various locations; ability to operate and use specialized vehicles, firefighting, emergency medical, technical rescue and other equipment.

**Vision:** See in the normal visual range with or without correction.

**Hearing:** Hear in the normal audio range with or without correction.

**OTHER CHARACTERISTICS**

Work Hours: Fire Engineers work a 48/96 work schedule, comprised of two 24-hour shifts followed by four 24-hour days off, averaging 56 hours per week.

Candidates who have accepted a conditional offer of employment must pass a pre-employment physical, including drug-screen and background investigation, including fingerprinting.

FLSA	Non-Exempt
B.U.	SCPFA/IAFF, Local 1186
Established	9/3/2019 – Resolution 2019-93
Revised	7/21/2022 – Resolution 2022-103
Revised	8/20/2024 – Resolution 2024-



## CLASS SPECIFICATION

### FIRE ENGINEER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

#### SUMMARY DESCRIPTION

Under general supervision typically from Fire Captain, safely and effectively operate fire apparatus and other assigned vehicles during emergency and non-emergency situations, including responding to Emergency Medical calls; wildland and structure fires, and other emergency calls for service; lead assigned crew in the performance of fire-fighting duties; perform routine maintenance and make minor repairs on vehicles, equipment, and the Fire Station; perform fire prevention tasks; perform EMT duties; perform rescues and to do other related work.

#### IDENTIFYING CHARACTERISTICS

This classification is journey level distinct from Fire Captain, which is responsible for supervising a truck or engine crew, and distinct from Firefighter, which is responsible for fire suppression and rescue operations. A Fire Engineer has primary responsibility for the proper operation and maintenance of assigned fire equipment and apparatus. Work requires a good understanding of first aid techniques and lifesaving methods. Incumbents may occasionally perform duties of Fire Captain in his/her absence.

#### REPRESENTATIVE DUTIES

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Operates pumps, and all apparatus to effectively suppress fires, determining the best location for apparatus; connects and lays hose lines and determines the correct operating pressures and water flows; makes minor adjustments and repairs.
2. Drives and maintains fire apparatus.
3. Assists with the overhaul, salvage, and clean-up operations at any incident.
4. Deliver ALS/BLS as an EMT/Paramedic.
5. Selects route to be taken to fire and locates apparatus at proper place for efficient and safe operations.
6. Answers general questions of the public and provides information.
7. Prepares reports; and obeys and transmits, as required, all orders of superior.
8. May supervise subordinate personnel in the absence of the Fire Captain.
9. Performs related duties as assigned.

## **QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

### **Knowledge of:**

- Operations, services, and activities of an emergency service operation, including fire suppression, fire prevention, emergency medical services, disaster preparedness, hazardous materials response, and associated programs, services, and operations.
- Fire science theory, principles, and practices, and their application to a wide variety of emergency service operations, including fire suppression, fire prevention, and fire investigation.
- Operating characteristics, uses, and maintenance requirements of pump engines, fire apparatus, and other firefighting and emergency medical apparatus and equipment.
- Mechanical and hydraulic principles of fire apparatus.
- Modern and complex principles and practices of firefighting.
- Principles and practices of disaster preparedness, response, and recovery.
- Methods and techniques of basic life support and rescue.
- Hazardous materials and chemical spill response techniques.
- Principles, methods, and techniques used in confined space and rescue operations.
- Mechanical, chemical, and related characteristics of a wide variety of flammable and explosive materials and objects.
- Principles of combustion and cause of fire.
- Principles of building construction and fire protection systems.
- Geography and street layout of the City and surrounding area.
- Current safety practices related to equipment and procedures involved in the fire service.
- Methods and techniques of public relations.
- Record-keeping and basic report preparation principles and practices.
- Basic office procedures and methods, including computer equipment and supporting word processing and spreadsheet applications.

### **Ability to:**

- Safely drive and maintain fire apparatus and equipment.
- Retain presence of mind and act quickly and calmly in emergency situations.
- Comprehend written, video, and oral presentations related to required training of position.
- Analyze emergency situations and develop appropriate courses of action.
- Respond to requests and inquiries from the general public.
- Perform a variety of fire suppression, fire prevention, emergency medical response, and technical rescue activities.
- Effectively use specialized fire suppression tools and equipment, including safety equipment.
- Meet the physical requirements necessary to perform the assigned duties safely and effectively.

CITY OF SUISUN CITY  
Fire Engineer (Continued)

Observe and follow safe firefighting and work practices.

Operate modern office equipment and computers, including applicable software applications.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

**Education and Experience Guidelines** - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

High School diploma or equivalent, and successful completion of a state-certified fire academy and other required certification courses. Additional college level coursework in fire science or closely related field, ~~up to and including an Associate's Degree,~~ is highly desirable.

**Experience:**

Two (2) years of full-time professional fire-fighting experience ~~or firefighting experience as a current volunteer in good standing with the Suisun City Fire Department.~~

**License or Certificate:**

Possession of ~~a~~ Class C California driver's license with a Firefighter endorsement.

Possession of Firefighter I certification issued by the California State Fire Marshal, Firefighter II is desired.

Fire Apparatus Driver/Operator 1A and 1B certification is required ~~within the first six months at the time of~~ appointment.

Possession of valid EMT and CPR certifications.

Some positions may require possession and maintenance of a valid Paramedic certification.

**Substitution**

Volunteer experience may be prorated and applied toward the required two (2) years of full-time professional firefighting experience. A letter of good standing, on agency letterhead, that includes the dates of volunteer work, number of volunteer hours, and a description of the duties performed is required.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Standard office setting with some travel to various locations to attend meetings or respond to emergency scenes, disasters, or critical incidents; the employee occasionally works near moving mechanical parts; occasionally exposed to outside weather conditions and wet and/or humid conditions; occasionally works in high, precarious places; occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock, risk of radiation, and vibration; the noise level in the work environment is usually moderate, however, the noise level is occasionally very loud due to sirens, etc; wear appropriate personal protective equipment when operating at emergency scenes and self-contained breathing apparatus; incumbents may be required to work extended hours including evenings, weekends, holidays and may be required to travel outside City boundaries to perform Fire Department duties.

**Physical:** Primary functions require sufficient physical ability to work in both an office setting and in a reactive emergency or disaster environment; walk, stand, or sit for prolonged periods of time; sitting, standing, walking on uneven or slippery surfaces, kneeling, bending, twisting, turning, stooping, squatting, grasping and crawling; ascending and descending stairs and ladders; work both inside and outside with exposure to extreme weather conditions, odors, dust and pollen; exposure to chemicals, skin irritants, fumes and solvents; frequent hand and

**CITY OF SUISUN CITY**  
**Fire Engineer (Continued)**

arm motion; hand and finger dexterity sufficient to use small tools; turning and bending neck; regularly push, pull, lift, and/or carry equipment and objects weighing up to 100 pounds; the ability to stand, walk, bend and reach at, above or below shoulder height for extended periods of time; sustained concentration and prolonged commitment to job tasks; interpersonal skills sufficient to work closely with others on a team; operate office equipment including use of computer keyboard; requires a sense of touch, finger dexterity, and gripping with hands and fingers; ability to speak and hear to exchange information; ability to operate a vehicle to travel to various locations; ability to operate and use specialized vehicles, firefighting, emergency medical, technical rescue and other equipment.

**Vision:** See in the normal visual range with or without correction.

**Hearing:** Hear in the normal audio range with or without correction.

**OTHER CHARACTERISTICS**

Work Hours: Fire Engineers work a 48/96 work schedule, comprised of two 24-hour shifts followed by four 24-hour days off, averaging 106-56 hours per pay period/week.

~~Similar Job Titles: Firefighter/Engineer, Firefighter II~~

~~Candidates who have accepted a conditional offer of employment must pass a pre-employment physical, including drug-screen and background investigation, including fingerprinting.~~

FLSA	Non-Exempt
B.U.	SCPFA/IAFF, Local 1186
Established	9/3/2019 – Resolution 2019-93
Revised	7/21/2022 – Resolution 2022-103
Revised	8/20/2024 – Resolution 2024-

**AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Council Adoption of Resolution No. 2024-\_\_: Amending the Citywide Salary Schedule to Align the Firefighter Classification with the Suisun City Professional Firefighters' Association (SCPFA) Representation Unit and Benefits Group, and to Include Average Monthly Starting and Ending Salary for Full-Time Firefighter Classification.

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**FISCAL IMPACT:** The update to the City-wide salary schedule does not introduce new costs, as it does not alter the existing salary rates.

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

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**BACKGROUND:** The City of Suisun City has historically employed firefighters on a temporary or part-time basis, with their compensation listed solely as hourly rates on the City's salary schedule. With the City transitioning to hiring full-time, permanent firefighters, it is necessary to update the salary schedule to reflect these changes.

The SCPFA has been designated as the exclusive bargaining representative for the new full-time Firefighter classification. As part of this transition, the City's salary schedule must be updated to align this position with the SCPFA representation unit and benefits group.

Additionally, to ensure consistency across the City's salary schedule, the average monthly starting and ending salary for the full-time Firefighter position must be included. This is consistent with the salary listings for all other regular full-time positions within the City.

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**STAFF REPORT:** The City-wide salary schedule currently lists salaries for temporary part-time Firefighter positions as hourly rates. With the transition to a full-time classification, it is necessary to include the average monthly starting and ending salary for the Firefighter position. This inclusion ensures transparency and consistency across all full-time positions within the City. It also provides clarity for potential candidates and aligns with the salary structure used for other permanent positions. Additionally, this classification will be aligned with the SCPFA representation unit and benefits group on the City-wide salary schedule.

This update will not change the existing salary rates but will convert them from hourly to monthly figures, reflecting the change from temporary part-time to full-time permanent status.

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**STAFF RECOMMENDATION:** Council Adoption of Resolution No. 2024-\_\_: Amending the Citywide Salary Schedule to Align the Firefighter Classification with the Suisun City Professional Firefighters' Association (SCPFA) Representation Unit and Benefits Group, and to Include Average Monthly Starting and Ending Salary for Full-Time Firefighter Classification.

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**DOCUMENTS ATTACHED:**

1. Resolution No. 2024-\_\_: Amending the Citywide Salary Schedule to Align the Firefighter

Classification with the Suisun City Professional Firefighters' Association (SCPFA) Representation Unit and Benefits Group, and to Include Average Monthly Starting and Ending Salary for Full-Time Firefighter Classification.

a. Citywide Salary Schedule

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**PREPARED BY:** Christina Penland, Human Resources Administrator  
**REVIEWED BY:** Bret Prebula, City Manager  
**APPROVED BY:** Bret Prebula, City Manager

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**ATTACHMENTS:**

- 1. Resolution - Citywide Salary Schedule Update
- a. Citywide Salary Schedule



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

- 1. The City Council hereby approves the update to the Citywide salary schedule to reflect the inclusion of the Firefighter classification within the Suisun City Professional Firefighters' Association (SCPFA) representation unit and benefits group.
- 2. The City Council hereby approves the inclusion of the average monthly starting and ending salary for the full-time Firefighter classification in the Citywide salary schedule, ensuring it is consistent with the format used for all other regular full-time classifications.
- 3. The City Council directs that the hourly salary for temporary part-time Firefighter positions remain listed separately and continue to be reported as hourly rates only.
- 4. The City Manager is authorized and directed to update the Citywide salary schedule and take all necessary steps to implement this resolution.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 20th day of August 2024, by the following vote:

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

**WITNESS** my hand and the seal of said City this 20th day of August 2024.

\_\_\_\_\_  
 Anita Skinner  
 City Clerk

Attachments: A. Citywide Salary Schedule



City of Suisun City  
Salary Schedule  
Resolution Date: 8/20/2024

Job Class	Range	Hourly					Monthly Average		Effective Date	B.U.	B.G.	FLSA OT
		A	B	C	D	E	Starting	Ending				
Account Clerk I (F)	268	\$23.74	\$24.93	\$26.18	\$27.49	\$28.86	\$4,116	\$5,003	07/07/23	SCEA	SCEA	
Account Clerk II (F)	291	\$26.12	\$27.43	\$28.80	\$30.24	\$31.75	\$4,527	\$5,503	07/07/23	SCEA	SCEA	
Account Clerk III	313	\$28.73	\$30.17	\$31.68	\$33.26	\$34.92	\$4,980	\$6,053	07/07/23	SCEA	SCEA	
Accountant	362	\$35.68	\$37.46	\$39.33	\$41.30	\$43.37	\$6,184	\$7,517	07/07/23	SCMPEA	SCMPEA	Exempt
Accounting Technician	332	\$31.34	\$32.91	\$34.56	\$36.28	\$38.10	\$5,433	\$6,604	07/07/23	SCEA	SCEA	
Administrative Assistant I (F)	285	\$25.33	\$26.60	\$27.93	\$29.33	\$30.79	\$4,391	\$5,337	07/07/23	SCEA	SCEA	
Administrative Assistant II (F)	307	\$27.87	\$29.26	\$30.72	\$32.26	\$33.87	\$4,830	\$5,871	07/07/23	SCEA	SCEA	
Administrative Technician	327	\$30.65	\$32.18	\$33.79	\$35.48	\$37.26	\$5,313	\$6,458	03/15/24	SCEA	SCEA	
Assistant Engineer (F)	389	\$40.76	\$42.80	\$44.94	\$47.19	\$49.54	\$7,065	\$8,588	07/07/23	SCMPEA	SCMPEA	Exempt
Assistant Planner (F)	361	\$35.53	\$37.31	\$39.18	\$41.13	\$43.19	\$6,159	\$7,486	07/07/23	SCMPEA	SCMPEA	Exempt
Associate Engineer (F)	409	\$44.84	\$47.08	\$49.43	\$51.90	\$54.50	\$7,772	\$9,447	07/07/23	SCMPEA	SCMPEA	Exempt
Associate Planner (F)	380	\$39.09	\$41.04	\$43.09	\$45.25	\$47.51	\$6,775	\$8,235	07/07/23	SCMPEA	SCMPEA	Exempt
Background Investigator	391	-	-	-	-	\$49.92	-	-	12/24/21	Temp/PT	Temp/PT	
Battalion Chief (2912 annual hours)	375	\$37.97	\$39.87	\$41.87	\$43.96	\$46.16	\$9,215	\$11,201	07/21/23	Unrep	SCPFA	
Building Inspection Services Manager	407	\$44.46	\$46.68	\$49.02	\$51.47	\$54.04	\$7,707	\$9,367	07/07/23	SCMPEA	SCMPEA	Exempt
Building Inspector I (F)	320	\$29.63	\$31.11	\$32.66	\$34.30	\$36.01	\$5,135	\$6,242	07/07/23	SCEA	SCEA	
Building Inspector II (F)	341	\$32.59	\$34.22	\$35.93	\$37.73	\$39.61	\$5,649	\$6,866	07/07/23	SCEA	SCEA	
Building Maintenance Worker I (F)	272	\$24.21	\$25.42	\$26.69	\$28.02	\$29.42	\$4,196	\$5,100	07/07/23	SCEA	SCEA	
Building Maintenance Worker II (F)	296	\$26.63	\$27.96	\$29.36	\$30.83	\$32.37	\$4,616	\$5,610	07/07/23	SCEA	SCEA	
Chief Building Official	469	\$61.33	\$64.39	\$67.61	\$70.99	\$74.54	\$10,630	\$12,921	07/21/23	Unrep	SCMPEA	Exempt
City Engineer	467	\$60.67	\$63.70	\$66.89	\$70.23	\$73.75	\$10,516	\$12,783	07/07/23	SCMPEA	SCMPEA	Exempt
City Manager	595	\$122.60	-	-	-	\$134.62	\$21,250	\$23,333	03/15/24	Unrep	EM	Exempt
Code Enforcement Officer I (F)	310	\$28.28	\$29.69	\$31.17	\$32.73	\$34.37	\$4,901	\$5,958	07/07/23	SCEA	SCEA	
Code Enforcement Officer II (F)	330	\$31.10	\$32.66	\$34.29	\$36.01	\$37.81	\$5,391	\$6,553	07/07/23	SCEA	SCEA	
Community Services Officer I (F)	284	\$25.21	\$26.47	\$27.79	\$29.18	\$30.64	\$4,370	\$5,311	07/07/23	SCEA	SCEA	
Community Services Officer II (F)	305	\$27.73	\$29.12	\$30.57	\$32.10	\$33.71	\$4,807	\$5,843	07/07/23	SCEA	SCEA	
Computer Systems Specialist	222	\$20.02	\$21.02	\$22.08	\$23.18	\$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
Computer Technician	358	\$35.09	\$36.84	\$38.68	\$40.62	\$42.65	\$6,082	\$7,392	07/07/23	SCEA	SCEA	
Deputy City Clerk (C)	363	\$35.89	\$37.69	\$39.57	\$41.55	\$43.63	\$6,221	\$7,562	07/07/23	Confidential	SCMPEA	Exempt
Deputy Fire Chief	470	\$61.67	\$64.76	\$67.99	\$71.39	\$74.96	\$10,690	\$12,994	07/07/23	SCMPEA	SCMPEA	Exempt
Development Services Director	505	\$73.34	\$77.01	\$80.86	\$84.90	\$89.15	\$12,713	\$15,453	08/16/24	Unrep	EM	Exempt
Division Fire Chief	445	\$54.59	\$57.32	\$60.18	\$63.19	\$66.35	\$9,462	\$11,501	07/07/23	SCMPEA	SCMPEA	Exempt
Economic Development Consultant	441	-	-	-	-	\$65.00	-	-	12/24/21	Temp/PT	Temp/PT	
Finance Director	505	\$73.34	\$77.01	\$80.86	\$84.90	\$89.15	\$12,713	\$15,453	02/06/24	Unrep	EM	Exempt
Finance Manager	436	\$52.26	\$54.87	\$57.62	\$60.50	\$63.52	\$9,058	\$11,011	07/07/23	SCMPEA	SCMPEA	Exempt
Financial Services Specialist	222	\$20.02	\$21.02	\$22.08	\$23.18	\$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
Fire Captain (2,912 annual hours)	350	\$34.52	\$36.25	\$38.06	\$39.96	\$41.96	\$8,377	\$10,183	07/07/23	SCPFA	SCPFA	
Fire Chief	514	\$76.03	\$79.84	\$83.83	\$88.02	\$92.42	\$13,179	\$16,019	07/21/23	Unrep	EM	Exempt
Fire Engineer (2912 annual hours)	A333	\$32.45	\$33.77	\$35.16	\$36.62	\$38.15	\$7,874	\$9,257	05/12/23	SCPFA	SCPFA	

(C) Denotes Confidential Class  
(F) Denotes a Flexibly Staffed Classification  
\*\* City Manager's Salary is set by Contract

B.U. Bargaining Unit  
B.G. Benefits Group

Job Class	Range	Hourly					Monthly Average		Effective Date	B.U.	B.G.	FLSA OT
		A	B	C	D	E	Starting	Ending				
Fire Engineer (2912 annual hours)	333	\$31.38	\$32.95	\$34.60	\$36.33	\$38.15	\$7,616	\$9,257	05/12/23	SCPFA	SCPFA	
Fire Marshal	445	\$54.59	\$57.32	\$60.18	\$63.19	\$66.35	\$9,462	\$11,501	07/07/23	SCMPEA	SCMPEA	Exempt
Firefighter (2912 annual hours)	292	\$26.15	\$27.46	\$28.83	\$30.27	\$31.79	\$6,346	\$7,714	08/20/24	SCPFA	SCPFA	
Fleet Mechanic	288	\$25.76	\$27.05	\$28.40	\$29.82	\$31.32	\$4,466	\$5,428	07/07/23	SCEA	SCEA	
Housing Programs Manager	412	\$46.28	\$48.59	\$51.02	\$53.57	\$56.25	\$8,021	\$9,750	07/07/23	SCMPEA	SCMPEA	Exempt
Housing Specialist I (F)	306	\$27.78	\$29.17	\$30.63	\$32.16	\$33.77	\$4,815	\$5,853	07/07/23	SCEA	SCEA	
Housing Specialist II (F)	326	\$30.56	\$32.08	\$33.69	\$35.37	\$37.14	\$5,297	\$6,438	07/07/23	SCEA	SCEA	
Human Resources Administrator	485	\$66.68	\$70.01	\$73.51	\$77.19	\$81.05	\$11,558	\$14,049	08/16/24	Unrep	EM	Exempt
Human Resources Technician I (C)	311	\$28.49	\$29.92	\$31.41	\$32.99	\$34.63	\$4,939	\$6,003	05/07/24	Confidential	SCEA	
Human Resources Technician II (C)	332	\$31.34	\$32.91	\$34.56	\$36.28	\$38.10	\$5,433	\$6,604	07/07/23	Confidential	SCEA	
IT Services Manager	443	\$53.99	\$56.69	\$59.52	\$62.50	\$65.62	\$9,358	\$11,374	07/07/23	SCMPEA	SCMPEA	Exempt
Maintenance Worker I (F)	300	\$27.16	\$28.52	\$29.95	\$31.45	\$33.02	\$4,708	\$5,723	07/07/23	SCEA	SCEA	
Maintenance Worker II (F)	322	\$29.88	\$31.37	\$32.94	\$34.59	\$36.32	\$5,179	\$6,295	07/07/23	SCEA	SCEA	
Management Analyst I (F)	361	\$35.53	\$37.31	\$39.18	\$41.13	\$43.19	\$6,159	\$7,486	07/07/23	SCMPEA	SCMPEA	Exempt
Management Analyst II (F)	380	\$39.09	\$41.04	\$43.09	\$45.25	\$47.51	\$6,775	\$8,235	07/07/23	SCMPEA	SCMPEA	Exempt
Marketing Manager	379	\$38.82	\$40.76	\$42.80	\$44.94	\$47.18	\$6,728	\$8,178	07/07/23	SCMPEA	SCMPEA	Exempt
Office Assistant	263	\$23.22	\$24.38	\$25.60	\$26.88	\$28.23	\$4,025	\$4,892	07/07/23	SCEA	SCEA	
Permit Technician I (F)	303	\$27.48	\$28.86	\$30.30	\$31.82	\$33.41	\$4,764	\$5,791	07/07/23	SCEA	SCEA	
Permit Technician II (F)	324	\$30.23	\$31.74	\$33.33	\$35.00	\$36.75	\$5,240	\$6,370	07/07/23	SCEA	SCEA	
Planning Specialist	222	\$20.02	\$21.02	\$22.08	\$23.18	\$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
Police Chief	547	\$88.56	\$92.99	\$97.64	\$102.52	\$107.64	\$15,350	\$18,658	07/21/23	Unrep	EM	Exempt
Police Commander	498	\$70.53	\$74.05	\$77.76	\$81.64	\$85.73	\$12,225	\$14,859	07/07/23	SCMPEA	SCMPEA	Exempt
Police Evidence and Property Technician I (F)	284	\$25.21	\$26.47	\$27.79	\$29.18	\$30.64	\$4,370	\$5,311	07/07/23	SCEA	SCEA	
Police Evidence and Property Technician II (F)	305	\$27.73	\$29.12	\$30.57	\$32.10	\$33.71	\$4,807	\$5,843	07/07/23	SCEA	SCEA	
Police Officer (F)	411	\$45.21	\$47.47	\$49.84	\$52.34	\$54.95	\$7,836	\$9,525	07/07/23	SCPOA	SCPOA	
Police Officer Trainee (F)	276	-	-	-	\$28.63	\$30.06	-	-	12/24/21	Temp/PT	Temp/PT	
Police Sergeant	460	\$56.96	\$59.81	\$62.80	\$65.94	\$69.24	\$9,874	\$12,002	12/08/23	SCPOA	SCPOA	
Police Support Services Manager	450	\$55.31	\$58.08	\$60.98	\$64.03	\$67.23	\$9,588	\$11,654	07/19/24	SCMPEA	SCMPEA	Exempt
Principal Planner	433	\$51.59	\$54.17	\$56.88	\$59.73	\$62.71	\$8,943	\$10,870	07/07/23	SCMPEA	SCMPEA	Exempt
Project Manager	408	\$44.64	\$46.87	\$49.22	\$51.68	\$54.26	\$7,738	\$9,405	07/07/23	SCMPEA	SCMPEA	Exempt
Public Safety Dispatch/Police Records Supervisor	410	\$45.64	\$47.93	\$50.32	\$52.84	\$55.48	\$7,911	\$9,616	07/19/24	SCMPEA	SCMPEA	Exempt
Public Safety Dispatcher I (F)	349	\$34.29	\$36.01	\$37.81	\$39.70	\$41.68	\$5,944	\$7,225	07/19/24	SCPOA	SCPOA	
Public Safety Dispatcher II (F)	373	\$37.72	\$39.61	\$41.59	\$43.67	\$45.85	\$6,538	\$7,948	07/19/24	SCPOA	SCPOA	
Public Works Director/City Engineer	514	\$76.03	\$79.84	\$83.83	\$88.02	\$92.42	\$13,179	\$16,019	07/21/23	Unrep	EM	Exempt
Public Works Inspector	351	\$33.89	\$35.59	\$37.37	\$39.24	\$41.20	\$5,875	\$7,141	07/07/23	SCEA	SCEA	
Public Works Specialist	222	\$20.02	\$21.02	\$22.08	\$23.18	\$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
Public Works Superintendent	432	\$51.08	\$53.63	\$56.31	\$59.13	\$62.08	\$8,853	\$10,761	07/07/23	SCMPEA	SCMPEA	Exempt
Public Works Supervisor	370	\$37.07	\$38.93	\$40.87	\$42.92	\$45.06	\$6,426	\$7,811	07/07/23	SCMPEA	SCMPEA	Exempt
Recreation Coordinator	302	\$27.38	\$28.75	\$30.19	\$31.70	\$33.28	\$4,746	\$5,769	07/07/23	SCEA	SCEA	
Recreation Manager	399	\$42.69	\$44.83	\$47.07	\$49.42	\$51.89	\$7,400	\$8,995	07/07/23	SCMPEA	SCMPEA	Exempt
Recreation Specialist I (F)	200	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26	-	-	07/21/23	Temp/PT	Temp/PT	
Recreation Specialist II (F)	220	\$19.80	\$20.39	\$21.01	\$21.64	\$22.29	-	-	07/21/23	Temp/PT	Temp/PT	
Recreation Specialist III (F)	250	\$21.78	\$22.43	\$23.11	\$23.80	\$24.51	-	-	07/21/23	Temp/PT	Temp/PT	

(C) Denotes Confidential Class  
(F) Denotes a Flexibly Staffed Classification  
\*\* City Manager's Salary is set by Contract

B.U. Bargaining Unit  
B.G. Benefits Group

Job Class	Range	Hourly					Monthly Average		Effective Date	B.U.	B.G.	FLSA OT
		A	B	C	D	E	Starting	Ending				
Recreation Supervisor	343	\$32.86	\$34.50	\$36.23	\$38.04	\$39.94	\$5,696	\$6,923	07/07/23	SCMPEA	SCMPEA	Exempt
Recreation, Parks & Marina Director	505	\$73.34	\$77.01	\$80.86	\$84.90	\$89.15	\$12,713	\$15,453	08/16/24	Unrep	EM	Exempt
Senior Accountant	390	\$41.03	\$43.08	\$45.24	\$47.50	\$49.87	\$7,112	\$8,644	07/07/23	SCMPEA	SCMPEA	Exempt
Senior Associate Engineer (F)	425	\$49.32	\$51.79	\$54.38	\$57.09	\$59.95	\$8,549	\$10,391	07/07/23	SCMPEA	SCMPEA	Exempt
Senior Building Inspector	381	\$39.11	\$41.07	\$43.12	\$45.27	\$47.54	\$6,779	\$8,240	07/07/23	SCMPEA	SCMPEA	Exempt
Senior Maintenance Worker	344	\$32.87	\$34.51	\$36.24	\$38.05	\$39.95	\$5,697	\$6,925	07/07/23	SCEA	SCEA	
Senior Management Analyst	400	\$42.99	\$45.14	\$47.40	\$49.77	\$52.26	\$7,452	\$9,059	07/07/23	SCMPEA	SCMPEA	Exempt
Senior Planner	400	\$42.99	\$45.14	\$47.40	\$49.77	\$52.26	\$7,452	\$9,059	07/07/23	SCMPEA	SCMPEA	Exempt
Senior Public Safety Dispatcher	395	\$41.49	\$43.57	\$45.75	\$48.03	\$50.44	\$7,192	\$8,742	07/19/24	SCPOA	SCPOA	
Youth Services Specialist	356	\$34.66	\$36.40	\$38.22	\$40.13	\$42.13	\$6,008	\$7,303	07/07/23	SCEA	SCEA	

(C) Denotes Confidential Class  
(F) Denotes a Flexibly Staffed Classification  
\*\* City Manager's Salary is set by Contract

B.U. Bargaining Unit  
B.G. Benefits Group

**AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Council Adoption of Resolution No. 2024-\_\_\_: Ratifying and Authorizing the Payment of Stipends and Benefits to Volunteer Firefighters Effective from July 2019 and Going Forward.

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**FISCAL IMPACT:** There is no fiscal impact associated with ratifying the payments and benefits to the volunteer fire staff that were paid under prior annual budgets. The anticipated cost of providing stipends, life insurance, and PARS contributions in the current fiscal year is \$43,272.00, and this has been included in the FY24-25 annual budget. Therefore, there is no additional cost associated with the adoption of this resolution.

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

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**BACKGROUND:** Since July 2019, the Suisun City Fire Department has provided stipends and other benefits to its volunteer firefighters. These payments included:

- \$70 per 12-hour shift
- Call back pay of \$20 for less than 3 hours and \$50 for greater than 3 hours
- \$25 for attending monthly training drills
- \$50 for attending quarterly training drills
- \$50 for off-site 8-hour training attendance
- \$100,000 life insurance policy
- Contributions to Public Agency Retirement System Alternate Retirement System 457 Plan (PARS) in lieu of social security (as required by the Omnibus Budget Reconciliation Act of 1990 (OBRA 90))
- Coverage under the City’s workers' compensation plan

These stipends and benefits were intended to compensate and incentivize our volunteers who play a crucial role in our fire department’s operations.

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**STAFF REPORT:** While the budget for volunteer expenses has always been approved in the City’s annual budget adoption process, the specific amounts of the stipends and the level of benefits were not formally authorized by the City Council through a resolution. To rectify this oversight and ensure compliance with City policies, it is necessary to obtain City Council ratification and authorization for these payments effective from July 2019 and going forward.

Additionally, as of September 15, 2022, the city has ceased providing stipends for training meetings, call backs and drills. Going forward, volunteers will receive the \$70 stipend for each 12-hour shift, the \$100,000 life insurance plan, PARS contributions, and coverage under the City’s workers’ compensation plan.

Approving this resolution will formally authorize the payment of stipends and benefits to volunteer firefighters, and do so in compliance with City policies, while assuring that the City’s volunteer firefighters receive benefits for their invaluable service to the community.

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**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2024-\_\_\_\_ - Ratifying and Authorizing the Payment of Stipends and Benefits to Volunteer Firefighters Effective from July 2019 and Going Forward

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**DOCUMENTS ATTACHED:**

1. Resolution No. 2024-\_\_\_\_: Ratifying and Authorizing the Payment of Stipends and Benefits to Volunteer Firefighters Effective from July 2019 and Going Forward

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<b>PREPARED BY:</b>	Christina Penland, Human Resources Administrator
<b>REVIEWED BY:</b>	Bret Prebula, City Manager
<b>APPROVED BY:</b>	Bret Prebula, City Manager

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**ATTACHMENTS:**

1. [Resolution Approving Payments and Benefits for Volunteer Fire Staff.docx](#)

1 **RESOLUTION NO. 2024-\_\_**

2 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY**  
3 **RATIFYING AND AUTHORIZING THE PAYMENT OF STIPENDS AND BENEFITS TO**  
4 **VOLUNTEER FIREFIGHTERS EFFECTIVE FROM JULY 2019 AND GOING**  
5 **FORWARD**

6 **WHEREAS**, THE Suisun City Fire Department relies on volunteer firefighters to provide  
7 essential services to the community; and

8 **WHEREAS**, since July 2019, the City has provided stipends and benefits to volunteer  
9 firefighters, including:

- 10 • \$70 per 12-hour shift
- 11 • Call back pay of \$20 for less than 3 hours and \$50 for greater than 3 hours
- 12 • \$25 for attending monthly training drills
- 13 • \$50 for attending quarterly training drills
- 14 • \$50 for off-site 8-hour training attendance
- 15 • \$100,000 life insurance policy
- 16 • Contributions to Public Agency Retirement System Alternate Retirement System 457  
17 Plan (PARS) in lieu of social security
- 18 • Coverage under the City’s workers’ compensation plan

19 **WHEREAS**, the budget for volunteer expenses has always been approved in the City’s  
20 annual budget adoption process, but the specific amounts of stipends and levels of benefits were  
21 not formally authorized by a resolution of the City Council; and

22 **WHEREAS**, the City ceased providing stipends for call back, training meetings and drills as  
23 of September 15, 2022, and going forward from that date only provided volunteers with the \$70  
24 stipend for each 12-hour shift, the \$100,000 life insurance plan, PARS contributions, and coverage  
25 under the City’s workers’ compensation plan; and

26 **NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Suisun City  
27 that:

- 28 1. The payment of stipends and benefits to volunteer firefighters, as outlined above, is hereby  
ratified and authorized effective July 2019.
2. The City shall continue to provide volunteer firefighters with the \$70 stipend for each 12-hour  
shift, the \$100,000 life insurance plan, PARS contributions, and coverage under the City’s  
workers’ compensation plan.

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3. The City Manager is authorized and directed to take all necessary actions to implement this resolution.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 20th day of August 2024, 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 20th day of August 2024.

\_\_\_\_\_

Anita Skinner  
City Clerk

**AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Council Adoption of Ordinance No.809: An Ordinance of the City Council of the City of Suisun City, California, Amending Various Sections of Title 18 (Zoning) of the Suisun City Code.

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**FISCAL IMPACT:** There is no direct fiscal impact to the Suisun City General Fund as a result of this action.

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**STRATEGIC PLAN:** Provide Good Governance.

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**BACKGROUND:** The City Council held a public hearing at their July 16, 2024 meeting. The City Council took public comment on the item and introduced waived reading of the proposed ordinance by a vote of 4-0. The City Council had a few clarifying questions, but no revisions were requested by the City Council as a result of the public hearing.

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**STAFF REPORT:** Following the action of the City Council on July 16, 2024, the next action would be to adopt the ordinance. If the ordinance is adopted than it would take effect 30 days from adoption. Any revisions to this ordinance may require a new public hearing be scheduled.

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**STAFF RECOMMENDATION:** Staff recommends that the City Council adopt the subject ordinance which will allow the ordinance to take effect 30 days from adoption.

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**DOCUMENTS ATTACHED:**

- 1. Ordinance No. 809 - Zoning Text Amendments
- 

<b>PREPARED BY:</b>	John Kearns, Principal Planner
<b>REVIEWED BY:</b>	Jim Bermudez, Development Services Director
<b>APPROVED BY:</b>	Bret Prebula, City Manager

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**ATTACHMENTS:**

- 1. [Ordinance Title 18 Amendments.docx](#)

1 **ORDINANCE NO. 809**

2 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN**  
3 **CITY, CALIFORNIA, AMENDING VARIOUS SECTIONS OF TITLE 18**  
4 **(ZONING) OF THE SUISUN CODE**

5 **WHEREAS**, Section 1.01.050 of the Suisun City Municipal Code provides for  
6 amendments to the Suisun City Municipal Code by the City Council; and

7 **WHEREAS**, Title 18, Chapter 18.82 – Amendments of the Suisun City Municipal Code  
8 provides for the amendment of the Title by changing the text whenever the public necessity,  
9 convenience, or general welfare requires such amendment; and

10 **WHEREAS**, this proposed Zoning Ordinance amendment was considered by the City  
11 Council of the City of Suisun City at its regular meeting of July 16, 2024; and

12 **WHEREAS**, a public notice describing the proposed amendments to the Suisun City  
13 Zoning Ordinance relative to Title 18 was published in the Daily Republic, a newspaper of  
14 general circulation, in accordance with 6061 or the California Government Code.

15 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY,**  
16 **CALIFORNIA DOES ORDAIN AS FOLLOWS:**

17 **SECTION 1.** The City Council hereby recommends that approval of the proposed  
18 changes to the text of the Suisun City Municipal Code amending Chapters 18.04 “Definitions”,  
19 18.06 “Districts and Map”, 18.08 “Residential Districts”, 18.20 “Commercial Districts”, 18.28  
20 “Civic, Park, and Other Zones”, 18.30 “Specific Use Standards”, 18.31 “Standards for  
21 Residential Districts”, 18.46 “Reasonable Accommodations”, and 18.47 “Residential Density  
22 Bonus and Density Incentives”. These changes are shown by strike-through, or bold double  
23 underscore amended (new) text and hereby to read as follows:

24 **[18.04.010] [Definitions.]**

25 "Dwelling." Includes a room or group of rooms that include cooking, eating, sleeping, and  
26 sanitation facilities and designed as an independent unit. Types of dwellings include, but are  
27 not limited to, single-family, two-family, multi-family dwellings, manufactured homes,  
28 mobilehomes, condominiums, and townhomes.

1 "Emergency shelter." Per California Health and Safety Code (section 50801[e]),  
2 "emergency shelter" means housing with minimal supportive services for homeless persons that  
3 is limited to occupancy of six months or less by a homeless person. Emergency shelters also  
include other interim interventions, including but not limited to, navigation centers, bridge  
housing, and respite or recuperative care.

4 "Family" One or more persons living together in a dwelling unit, with common access to,  
5 and common use of all living, kitchen, and eating areas within the dwelling unit.

6 "Farm worker/Employee housing for six or fewer." Farm worker/Employee housing for  
7 six or fewer persons is treated as a single-family structure and residential use as described in  
8 California Health and Safety Code Sections 17021.5 and employee housing as defined in  
California Health and Safety Code Section 17008, including farm worker housing.

9 "Farm worker/Employee housing, group quarters." Farm worker/Employee housing  
10 consisting of no more than 36 beds in group quarters (or 12 units or less) designed for use by a  
11 single family or household to be treated as an agricultural use as described in 17021.6, and  
employee housing as defined in California Health and Safety Code Section 17008, including  
farm worker housing.

12 "Low Barrier Navigation Centers" means a low barrier, service-enriched shelter focused  
13 on moving people into permanent housing that provides temporary living facilities while case  
14 managers connect individuals experiencing homelessness to income, public benefits, health  
services, shelter, and housing. (Cal. Gov. Code § 65662a).

15 "Residential Care Facility. " A Licensed Residential Care Facilities and Unlicensed  
16 Residential Care Facilities shall be considered a residential use of property. Residential Care  
17 Facilities, Licensed, and Unlicensed Residential Care Facilities are permitted uses in all zones  
18 permitting residential uses, subject to compliance with the restrictions and development  
standards for other residential dwellings of the same type (e.g., single-family or multifamily) in  
19 the same zone. This does not include new construction of a standalone commercial residential  
care facility.

20  
21 **[18.08.070 - Allowable Uses in Residential Zones.]**

22 Table 18.08.02 identifies the residential and nonresidential land uses allowed in residential  
23 zoning districts in the city. Uses not listed here, but consistent with the character and density  
24 and intensity of zoning districts, defined in Sections 18.08.010 through 18.08.040, may be  
permitted through the administrative review process.

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Table 18.08.02 Allowable Uses in Residential Zones						
Residential Use Types	RL	RM	RH1	RH2	RMU	Refer to Special Use Section
<b>Residential</b>						
Accessory buildings	P	P	P	P	P	
Community care facility, small	P	P	P	P	P	
Community care facility, large	CUP	CUP	CUP	CUP	CUP	
Dwelling, single-family	P	P	P	P	P	
Dwelling, two-family (duplex)	P	P	P	P	P	
Dwelling, multi-family	—	CUP	P	P	P	18.30.120
Dwelling, second or accessory	P	P	P	P	P	18.30.170
Emergency shelters	—	P	P	P	P	
Family day care, small	P	P	P	P	P	
Family day care, large	CUP	CUP	CUP	CUP	CUP	
Farm Worker/Employee Housing, for 6 or fewer	P	P	P	P	P	
Home occupations	P	P	P	P	P	18.50
Live-work units <sup>1</sup>	—	P	P	P	P	18.52
Low-Barrier Navigation Center					P	
Mobile home, single	P	P	P	P	P	18.54
Mobile home, park	CUP	CUP	CUP	CUP	CUP	18.54

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Table 18.08.02 Allowable Uses in Residential Zones

Residential Use Types	RL	RM	RH1	RH2	RMU	Refer to Special Use Section
Residential Care Facility	P	P	P	P	P	
Rooming and boarding house	—	—	P	P	P	
Single-room occupancy units	—	—	P	P	P	
Transitional and Supportive housing	P	P	P	P	P	18.30.190
Office, accessory	A	A	A	A	A	
<b>Public/Quasi-Public</b>						
Cemetery, crematory, mausoleum, columbarium	—		—	—	—	
Community center	A	A	P	P	P	
Community facility	CUP	A	A	A	A	
Community garden	A	A	A	A	A	
Educational facility	CUP	A	A	A	A	
Lodges, fraternal groups, and clubs	CUP	A	A	A	P	
Public safety and fire substations	A	A	A	A	A	
Roadway and utility easements	P	P	P	P	P	
Power generating facilities, on-site power use primary	P	P	P	P	P	
Power generating facilities, off-site power use primary	CUP	CUP	CUP	CUP	CUP	

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Table 18.08.02 Allowable Uses in Residential Zones

Residential Use Types	RL	RM	RH1	RH2	RMU	Refer to Special Use Section
Religious facility	CUP	A	A	A	A	
Telecommunications facilities	A	A	A	A	A	
<b>Commercial</b>						
Professional office	—	CUP	CUP	CUP	P	
Bed and Breakfast	A	A	A	A	A	18.30.040
Café, coffee shop, restaurant	CUP	CUP	CUP	A	P	
Convenience store	—	—	—	—	A	
Medical, hospital	—	CUP	CUP	CUP	CUP	
<b>Key:</b> P Permitted A Administrative Review CUP Conditional Use Permit — Not Permitted						
1 Live-work units shall be subject to the special use regulations in Section 18.30.100.						

[18.20.070 Allowable Uses in Commercial Zones]

Table 18.20.02 Allowable Uses in Commercial Zones

Commercial Use Types	CR	CSF	CMU	O	Refer to Special Use Section
<b>Residential Use Types</b>					
Accessory buildings	P	P	P	P	

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Table 18.20.02 Allowable Uses in Commercial Zones					
Commercial Use Types	CR	CSF	CMU	O	Refer to Special Use Section
Community care facility, small	—	—	P	—	
Community care facility, large	—	—	P	—	
Dwelling, single-family	—	—	—	—	
Dwelling, duplex	—	—	—	—	
Dwelling, multi-family	—	—	P	—	18.30.120
Dwelling, second or accessory	—	—	P	—	18.30.170
Emergency shelters	CUP	P	CUP	CUP	
Family day care, small	—	—	P	P	
Family day care, large	—	—	CUP		
Home occupations	—	—	P	—	18.50
Live-work units	—	A	P	P	18.52
Low-Barrier Navigation Center			P		
Mobile home, single	—	—	—	—	18.54
Mobile home, park	—	—	—	—	18.54
Residential Care Facility			P		
Rooming and boarding house	—	—	A	—	
Single-room occupancy units	—	—	P	—	
Supportive housing	—	—	P	—	18.30.190
Transitional housing	—	—	P	—	18.30.190

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Table 18.20.02 Allowable Uses in Commercial Zones					
Commercial Use Types	CR	CSF	CMU	O	Refer to Special Use Section
<b>Retail Use Types</b>					
Alcoholic beverage establishment	CUP	CUP	CUP	—	
Auto, motorcycle, RV, sales or rental	P	P	CUP	—	
Auto parts, sales without repair	P	P	P	—	
Auto repair and service	CUP	P	CUP	—	
Building materials, garden supplies, >40,000 sq. ft.	P	P	—	—	
Building materials, garden supplies, <40,000 sq. ft.	P	P	P	—	
Convenience market	CUP	CUP	CUP		
Farm equipment and supplies	P	P	—	—	
Furniture sales	P	P	P	—	
Food sales, specialty	P	A	P	—	
Food sales, full service grocery	P	—	P	—	
Gasoline service station	P	P	—	—	
Nightclub	CUP	CUP	CUP	—	18.30.080
Nursery (plants)	P	P	A	—	
Restaurant, drive-through	P	A	—	—	18.42.080 (drive-through facilities)
Restaurant, full service	P	P	P	—	

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Table 18.20.02 Allowable Uses in Commercial Zones

Commercial Use Types	CR	CSF	CMU	O	Refer to Special Use Section
Restaurant, accessory to primary use	P	P	P	P	
Retail store, general merchandise (such as art and crafts, antiques & collectables, books, clothing, florist, pharmacy) <5,000 sq. ft.	P	P	P	—	
Retail store, 5,000—40,000 sq. ft.	P	P	P	—	
Retail store, 40,000—100,000 sq. ft.	CUP	CUP	CUP	—	
Retail store, accessory to primary use	P	P	P	P	
Wholesale, <10,000—40,000	CUP	P	—	—	
Wholesale, 40,000—100,000	—	P	—	—	
<b>Commercial Service Use Types</b>					
Adult business					18.48
Automated teller machine	P	P	P	P	
Bank, teller	P	—	P	P	
Bank, drive-through	P	—	P	P	18.42.080 (drive-through facilities)
Bed and Breakfast	—	—	A	—	
Business support services	P	P	P	P	
Car wash, full service	P	P	CUP	—	
Car wash, self-service	P	P	A	—	

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Table 18.20.02 Allowable Uses in Commercial Zones

Commercial Use Types	CR	CSF	CMU	O	Refer to Special Use Section
Catering	P	P	P	P	
Circus, fair, revival	T	T	T	—	18.30.050
Community social service	P	P	P	P	
Drive-in or outdoor theater	—	CUP	—	—	
Educational services, tutoring, art/dance/music schools	P	P	P	P	
Health club, gym spa	P	P	P	A	
Hotel/motel	P	A	P	—	
Kennel, animal boarding	CUP	P	CUP	—	
Landscaping service	—	P	—	—	
Laundry and dry cleaning	P	P	A	A	18.30.030
Medical, clinic/lab	—	P	P	P	
Medical, extended care	—	CUP	P	—	
Medical, office	—	P	P	P	
Medical, health care facility	—	CUP	P	P	
Medical, hospital	—	CUP	CUP	CUP	
Mortuary, funeral home	—	P	P	—	
Office, professional	—	—	P	P	
Office, accessory	P	P	P	P	

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Table 18.20.02 Allowable Uses in Commercial Zones					
Commercial Use Types	CR	CSF	CMU	O	Refer to Special Use Section
Parking facility	P	P	P	P	
Personal services	P	P	P	P	
Veterinary clinic, animal hospital	—	P	P	CUP	18.30.020
<b>Manufacturing, Processing, and Warehousing</b>					
Contractor's and corporation yard	—	P	—	—	
Food processing, bakery, creamery	—	P	—	—	18.30.030
General services and repair (auto repair, cabinet shop, plumbing, welding)	—	P	—	—	
Junk yard, wrecking yard	—	CUP	—	—	
Manufacturing/ processing, light	—	P	—	—	
Mini-storage	—	P	CUP	—	
Recycling collection facility (small)	—	A	A	A	
Recycling collection facility (large)	—	CUP	—	—	
Research and development	—	P	P	A	
Warehousing and distribution	—	P	—	—	
<b>Public/Quasi-Public/Other</b>					
Amusement center	CUP	CUP	CUP	—	18.30.010
Auditorium and meeting halls	—	P	P	—	18.30.180

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Table 18.20.02 Allowable Uses in Commercial Zones

Commercial Use Types	CR	CSF	CMU	O	Refer to Special Use Section
Childcare facility		CUP	CUP	A	
Community center	A	A	P	P	
Educational facility		P	P	CUP	
Health/fitness club	P	P	P	P	
Indoor amusement/entertainment center	CUP	P	CUP	—	
Library	—	—	P	P	
Lodges, fraternal groups, and clubs	CUP	P	P	P	
Museum	—	—	P	P	
Outdoor recreation center	—	CUP	—	—	18.30.180 (stadiums)
Park	P	P	P	P	
Public safety and fire substations	P	P	P	P	
Religious facility	CUP	P	CUP	P	
Theater, live entertainment	P	P	P	—	
Theater, motion picture (1—3 screens)	P	—	P	—	
Theater, motion picture (4+ screens)	CUP	—	CUP	—	
Communications and Transportation					
Bus station, train station	P	P	P	P	18.30.150
Roadway and utility easements	P	P	P	P	

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Table 18.20.02 Allowable Uses in Commercial Zones

Commercial Use Types	CR	CSF	CMU	O	Refer to Special Use Section
Power generating facilities, on-site power use primary	P	P	P	P	
Power generating facilities, off-site power use primary	A	A	A	A	
Truck stop	CUP	P	—	—	
<b>Key:</b> P Permitted A Administrative Review CUP Conditional Use Permit T Temporary Use Permit — Not Permitted					

[18.28.070 - Allowable uses]

Table 18.28.02 Allowable Uses in Civic/Park/Other Zones

Use Types	APS	P	OS	PQP	Refer to Special Use Section
<b>Agricultural Use Types</b>					
Agricultural accessory structures	P	—	A	—	
Agriculture, crop production	P	—	—	—	
Agriculture, animal, poultry	P	—	—	—	
Agriculture, animal — grazing	P	—	CUP	—	
Agriculture, animal — dairy	P	—	—	—	
Agriculture, apiary	P	—	CUP	—	

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Table 18.28.02 Allowable Uses in Civic/Park/Other Zones					
Use Types	APS	P	OS	PQP	Refer to Special Use Section
Agricultural processing, products produced on premises	P	—	—	—	
Agricultural processing, products produced off premises	A	—	—	—	
Farm Worker/Employee Housing, Group Quarters	P	A	P		
Nursery, plants	P	—	A	—	
Stable, arena, riding academy	P	A	—	—	18.30.130
Winery	P	—	—	—	
<b>Residential Use Types</b>					
Dwelling, single-family	P	—	—	—	
Dwelling, two-family	P	—	—	—	
Dwelling, second or accessory	P	—	—	—	
Mobile home, single	P				18.54
Residential Care Facility	P				
Transitional and Supportive housing	P				18.30.190
<b>Commercial Use Types</b>					
Kennels, dogs or cats	P	—	—	—	

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Table 18.28.02 Allowable Uses in Civic/Park/Other Zones

Use Types	APS	P	OS	PQP	Refer to Special Use Section
Retail sales of agricultural products, products produced on premises (1,000 sq. ft. or less)	P	—	—	—	
Retail sales of agricultural products, products produced off-site (1,000 sq. ft. or less)	P	—	—	—	
Bed and breakfast inn	A	—	—	—	18.30.040
Café, coffee shop, bakery	P	A	—	P	
Gallery	P	A	—	P	
Farm supply store	P	—	—	—	
Tasting facility	P	—	—	—	
Winery	P	—	—	—	
<b>Recreational Use Types</b>					
Campground	CUP	A	CUP		
Childcare facility	CUP	CUP	—	P	
Circus, fair, revival	T	T	—	T	18.30.050
Drive-in or outdoor theater	CUP	CUP	—	CUP	
Educational facility	P	CUP	—	P	
Indoor amusement/entertainment center	CUP	P	—	P	

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Table 18.28.02 Allowable Uses in Civic/Park/Other Zones

Use Types	APS	P	OS	PQP	Refer to Special Use Section
Lodges, swimming, fishing, boating, hunting	—	A	—	—	
Outdoor amusement/recreation center, including stadium	A	A	—	A	
Park	A	P	A	P	
Playground	A	P	—	P	
<b>Open Space Use Types</b>					
Resource protection and restoration	A	A	A	A	
Resource related recreation	P	P	A	P	
<b>Public/Quasi-Public Use Types</b>					
Aquarium	—	A	—	P	
Auditorium	—	P	—	P	18.30.180
Cemetery, crematory, mausoleum	CUP	—	—	CUP	
Community center	A	A	—	P	
Community garden	P	A	—	A	
Hospital	—	—	—	CUP	
Library	—	A	—	P	
Lodges, fraternal groups, and clubs	A	A	—	A	
Museum	—	A	—	P	

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Table 18.28.02 Allowable Uses in Civic/Park/Other Zones

Use Types	APS	P	OS	PQP	Refer to Special Use Section
Public safety and fire substations	P	P	—	P	
Religious facility	—	—	—	P	
School, elementary/ secondary	—	—	—	P	
School, university	—	—	—	P	
<b>Transportation, Communications, and Other</b>					
Airport or heliport	CUP	—	—	—	
Junkyard, wrecking yard	CUP	—	—	CUP	
Minerals or natural minerals removal	—	—	P	—	18.30.110
Power generating facility, emergency	P	P	—	P	
Power generating facility, general	CUP	—	—	CUP	
Power generating facility, renewable	A	A	A	A	18.60 — 18.62
Roadway and utility easements	P	P	A	P	
Telecommunications facilities	A	A	A	A	
<b>Key:</b> P Permitted A Administrative Review CUP Conditional Use Permit T Temporary Use Permit — Not Permitted					

1 **[18.30 Special Use Standards]**

2 **18.30.090 Emergency shelter.**

3 In accordance with California Code Section 65583(a)(4), emergency shelters shall be  
4 subject to the following provisions:

- 5 A. Distance Separation Requirements. No emergency shelter shall be located within 300  
6 feet of any other emergency shelter.
- 7 B. Occupancy. An emergency shelter shall not exceed 40 residents, excluding staff.
- 8 C. Length of Occupancy. Any single resident's stay shall not exceed six consecutive  
9 months.
- 10 D. Zone Specific Development Standards. An emergency shelter shall comply with all  
11 development standards of the applicable zoning district in which it is located.
- 12 E. Parking Requirements. Emergency shelters shall provide one parking space for every  
13 staff member or one parking space for every ten temporary residents, or as based on  
14 the demonstrated need.
- 15 F. Management. An emergency shelter must adequately comply with the management  
16 standards:
  - 17 1. There shall be space inside the building so that prospective and current  
18 residents are not required to wait on sidewalks or any other public rights-of-  
19 way.
  - 20 2. Security shall be provided on-site during hours of operation.
  - 21 3. On-site management shall be provided by at least one emergency shelter staff  
22 member at all times while residents are present at the shelter.

23 **18.30.170 Accessory dwelling units.**

24 Purpose. This section is intended to achieve the goals of the city's housing element and  
25 of the California Government Code by permitting accessory dwelling units, thereby  
26 increasing housing opportunities for the community through use of existing housing resources  
27 and infrastructure.

28 The following regulations shall apply to all accessory dwelling units in a residential  
zoning district:

- 29 A. An accessory dwelling unit may be established on any residentially zoned parcels,  
30 in any district where single-family or multi-family dwellings are a permitted use;  
31 and on any lot with an existing or proposed single-family or multi-family dwelling.
- 32 B. Accessory dwelling units are a residential use that shall be consistent with the  
33 existing general plan and zoning designation for the lot.
- 34 C. There will be only up to one accessory dwelling unit and one junior accessory  
35 dwelling unit per lot.

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- D- The accessory dwelling unit can either be attached to and designed to be located within the living area of the existing dwelling or detached from and no less than five feet from the existing single-family dwelling.
- E. The proposed increase in gross floor area of an attached or detached accessory dwelling unit shall not exceed 50 percent of the existing living area up to a maximum of 1,000 square feet.
- F. Accessory dwelling units shall be located no closer than four feet from any side or rear property lines, be on the rear 50 percent of the lot and must meet the requirements of Section 18.31 (Standards for Residential Districts), Table 18.31.01 (Development standards in residential zones).
- H. An internal ADU may be constructed regardless of whether it conforms to the current zoning requirement for building separation or setbacks.
- I. If an internal ADU is proposed to be constructed within an existing accessory structure, the city shall ministerially permit an expansion of the existing accessory structure by up to 150 square feet for the purpose of accommodating ingress and egress.
- J. If an existing structure is demolished and replaced with an accessory dwelling unit, an accessory dwelling unit may be constructed in the same location and to the same dimensions as the demolished structure.
- K. The accessory dwelling unit shall be architecturally integrated into the existing building design.
- L. Foundation. An accessory dwelling unit shall be constructed on a permanent foundation.
- M. The accessory dwelling unit shall not be placed on top of any easements.
- N. Connection Fees. A local agency is prohibited from requiring a new or separate utility connection for an accessory dwelling unit if contained within the existing space of a single-family residence or accessory structure (in accordance with Government Code Section 65852.2(f)).
- O. Parking.
  - 1. Maximum of one space per unit or one space per bedroom, whichever is less. Tandem parking on an existing driveway is allowed, which may be within setback areas.
  - 2. No additional parking for accessory dwelling units can be required when:
    - a. An accessory dwelling unit is located:
      - i. Within one-half mile walking distance of public transit;
      - ii. Within an architecturally and historically significant historic district;
      - iii. Within an existing primary residence or an existing accessory structure;

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iv. Within an area where off-street parking is required, but no permit is offered to the occupant of the accessory dwelling unit;

v. Within one block of a car share vehicle.

3. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, replacement parking stalls are not required for the demolished parking structure.

P. Rental.

- 1. An accessory dwelling unit may be rented but shall not be sold or otherwise conveyed separately from the primary dwelling, unless the requirements of California Government Code Section 65852.26 are met.
- 2. The rented unit shall not be leased for any period less than 30 days.

Q. Recordation of Deed Restriction. An executed deed restriction, on a form provided by the city, shall be submitted to the city prior to issuance of a building permit and shall be recorded prior to final occupancy. The deed restriction shall stipulate all of the following:

- 1. That the rented unit shall not be rented for any period less than 30 days at a time; and
- 2. That the accessory dwelling shall not be sold separately from the primary dwelling.
- 3. For junior accessory dwelling units, restrictions on size and attributes in conformance with this section.

R. Ministerial Consideration.

- 1. New Construction. If the development services department receives an application to construct an accessory dwelling unit (by either adding on to an existing structure, or constructing a new detached structure), and the proposal meets all of the requirements of this Code as determined by Section 18.30.170 (Accessory Dwelling Units), then within 60 days of receipt of a complete application for the accessory dwelling unit, the development services department staff shall ministerially approve the application without a hearing.
- 2. No Expansion. If the applicant will not be adding floor area, and instead has submitted a complete application for an accessory dwelling unit entirely within the existing space of a single-family residence or accessory structure, then the director shall, without a hearing, ministerially approve a complete application for a building permit to create an accessory dwelling unit if all of the following apply:

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- a. The unit is contained entirely within the existing space of a single-family residence or accessory structure (without adding floor area to the existing residence or accessory structure) and doesn't exceed 50 percent of the existing primary dwelling.
- b. The unit is in any district where single-family or multi-family dwellings are a permitted use.
- c. On any lot with an existing or proposed single-family or multi-family dwelling.
- d. The unit has independent exterior access from the existing residence.
- e. Fire sprinklers are provided to the same extent that they are required for the primary residence.

**18.30.190 Transitional and supportive housing.**

A. Supportive and Transitional Housing, Generally. Pursuant to California Government Code Section 65583(c)(3), transitional and supportive housing constitute a residential use and are subject only to those restrictions that apply to other residential uses of the same type in the same zoning district.

B. Supportive Housing, Up to 50 Units. Pursuant to California Government Code Section 65651, supportive housing development with up to 50 supportive housing units shall be permitted by right in all Zoning Districts where multi-family and mixed-use residential development are permitted provided the development satisfies all of the following requirements:

- 1. All supportive housing units within the development are subject to a recorded affordability restriction for 55 years.
- 2. One hundred percent of the units, excluding managers' units, within the development are dedicated to lower income households and are receiving public funding to ensure affordability of the housing to lower income Californians. For purposes of this paragraph,

1 “lower income households” has the same meaning as defined in Section 50079.5 of the  
2 Health and Safety Code.

3  
4 3. At least 25 percent of the units in the development or 12 units, whichever is greater, are  
5 restricted to residents in supportive housing who meet criteria of the target population. If  
6 the development consists of fewer than 12 units, then 100 percent of the units, excluding  
7 managers' units, in the development shall be restricted to residents in supportive housing.

8  
9 4. The developer shall provide the information required by California Government Code  
10 Section 65652 to the Planning Division.

11 5. Nonresidential floor area shall be used for onsite supportive services in the following  
12 amounts:

13 a. For a development with 20 or fewer total units, at least 90 square feet shall be  
14 provided for onsite supportive services.

15  
16 b. For a development with more than 20 units, at least 3 percent of the total  
17 nonresidential floor area shall be provided for onsite supportive services that are limited  
18 to tenant use, including, but not limited to, community rooms, case management offices,  
19 computer rooms, and community kitchens.

20  
21 6. The developer replaces any dwelling units on the site of the supportive housing  
22 development in the manner provided in paragraph (3) of subdivision (c) of Section 65915.

23 7. Units within the development, excluding managers' units, include at least one bathroom  
24 and a kitchen or other cooking facilities, including, at minimum, a stovetop, a sink, and a  
25 refrigerator.

26  
27 8. Notwithstanding any other provision of this Section to the contrary, the local  
28 government shall, at the request of the project owner, reduce the number of residents

1 required to live in supportive housing if the project-based rental assistance or operating  
 2 subsidy for a supportive housing project is terminated through no fault of the project  
 3 owner, but only if all of the following conditions have been met:

4 a. The owner demonstrates that it has made good faith efforts to find other sources of  
 5 financial support.  
 6

7 b. Any change in the number of supportive service units is restricted to the minimum  
 8 necessary to maintain project's financial feasibility.  
 9

10 c. Any change to the occupancy of the supportive housing units is made in a manner that  
 11 minimizes tenant disruption and only upon the vacancy of any supportive housing units.

12 **Chapter 18.31 STANDARDS FOR RESIDENTIAL DISTRICTS**

13

14 **[18.31.005] [Table of Development Standards in Residential Zones.]**

15

Table 18.31.01 Development Standards in Residential Zones					
<b>Develop- ment Standards</b>	<b>RL (Low- Density Resi- dential)</b>	<b>RM (Medium- Density Resi- dential)</b>	<b>RH1 (High- Density Resi- dential 1)</b>	<b>RH2 (High- Density Resi- dential 2)</b>	<b>RMU (Resi- dential Mixed- Use)</b>
<b>Lot Size</b>					
Minimum Lot Area	3,600 sf	1,800 sf	1,200 sf	800 sf	800 sf
Maximum Lot Coverage	40% of the lot <sup>1</sup>	80% of the lot <sup>1</sup>	80% of the lot <sup>1</sup>	80% of the lot <sup>1</sup>	80% of the lot <sup>1</sup>

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Minimum Lot Width	40 ft. interior; 45 ft. corner	25 ft.	none	none	None
Minimum Lot Depth	65 ft.	55 ft.	none	none	None
<b>Setbacks (in feet)</b>					
Front	10 min — 20 max <sup>2</sup>	10 min — 20 max <sup>2</sup>	0 min — 15 max	0 min — 15 max	0 min — 15 max
Side to side, interior	5 min	0 min — 5 max	0 min — 5 max	0 min — 5 max	0 min — 5 max
Side to front, interior Rear to front, interior	10 min	20 min <sup>5</sup>	20 min <sup>5</sup>	20 min <sup>5</sup>	20 min <sup>5</sup>
Side, corner, street side	5 min — 10 max	5 min — 15 max	0 min — 15 max	0 min — 15 max	0 min — 15 max
Rear <sup>3</sup>	10 min	5 min <sup>6</sup>	5 min <sup>6</sup>	5 min <sup>6</sup>	5 min <sup>6</sup>
Maximum Height Limit	35	35	55	55	55
<b>Accessory Dwelling Unit<sup>7</sup></b>					
New Construction, Conversion and Replacing <sup>8, 10</sup>					
Minimum side setback, interior	4	4	4	4	4
Minimum side setback, street	4	4	4	4	4

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Minimum rear setback	4	4	4	4	4
Maximum height of stand-alone unit <sup>2</sup>	16	16	16	16	16
Maximum floor area <sup>9</sup>	Attached	1,000 sq. ft.			
	Detached	1,000 sq. ft.			
	Internal	50 percent of the existing primary dwelling			
	Junior	500 sq. ft.			
Front	Must be in the rear 50% of the lot				
Building separation	A minimum 5-foot distance shall be maintained between a detached accessory dwelling unit the primary building on the site. A detached accessory structure shall be set back from other structures on the site as required by the building code.				
<b>Accessory Structure (in feet)</b>					
Minimum Side Setback, interior	5 ft.	5 ft.	0 ft.	0 ft.	0 ft.
Minimum Side Setback, street	10 ft.	10 ft.	5 ft.	5 ft.	5 ft.
Minimum Rear Setback <sup>3</sup>	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.

1	Maximum	20 ft. <sup>4</sup>	20 ft. <sup>4</sup>	20 ft. <sup>4</sup>	20 ft. <sup>4</sup>
2	Height of				
3	stand-				
4	alone unit				
5	<b>Usable Open Space</b>	See Section	See Section	See Section	See Section
6		18.31.010	18.31.020	18.31.020	18.31.020
7	<b>Parking</b>	See Chapter 18.42			
8	<b>Water-Efficient</b>	See Title 20			
9	<b>Landscaping</b>				
10	<b>Fences and Walls</b>	See Chapter 18.34			

11  
12 **Notes:**

13 <sup>1</sup> Lot coverage includes primary buildings, accessory buildings, covered parking, and covered patios

14 <sup>2</sup> Garage shall not be closer than 15 feet to the front property line

15 <sup>3</sup> Garage setback shall be no closer than three feet to the rear property line

16 <sup>4</sup> A secondary dwelling shall not exceed 20 feet in height, except when the unit is attached to the primary unit, the maximum height shall be that established for the primary dwelling in the underlying zoning district.

17 <sup>5</sup> For courtyard and green court site plans, and to allow for paseos and other pedestrian pathways, where included in the site design.

18 <sup>6</sup> No required maximum to allow for parking lots and courtyards, as relevant to the design of the dwelling units.

19 <sup>7</sup> For junior accessory dwelling units and internal ADUs, no setbacks and height required, other than that of the primary dwelling.

20 <sup>8</sup> Conversion and replacing applies only to existing, permitted accessory dwelling units.

21 <sup>9</sup> The following exceptions apply:

- 22 • A height 18 feet for a detached accessory dwelling unit on a lot with an existing or
- 23 proposed single family or multifamily dwelling unit that is within one-half of one mile
- 24 walking distance of a major transit stop or a high-quality transit corridor, as those
- 25 terms are defined in Section 21155 of the Public Resources Code. An additional two
- 26 feet in height to accommodate a roof pitch on the accessory dwelling unit that is
- 27 aligned with the roof pitch of the primary dwelling unit.
- 28 • A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or
- proposed multifamily, multistory dwelling.

- A height of 25 feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling.

<sup>9-10</sup>The proposed increase in gross floor area of an attached or detached accessory dwelling unit shall not exceed 50 percent of the existing living area.

<sup>10-11</sup> Please refer to section 18.30.170 H., I., J.

- H. An internal ADU may be constructed regardless of whether it conforms to the current zoning requirement for building separation or setbacks;
- I. If an internal ADU is proposed to be constructed within an existing accessory structure, the city shall ministerially permit an expansion of the existing accessory structure by up to 150 square feet for the purpose of accommodating ingress and egress;
- J. If an existing structure is demolished and replaced with an accessory dwelling unit, an accessory dwelling unit may be constructed in the same location and to the same dimensions as the demolished structure.

## **[Chapter 18.46 - REASONABLE ACCOMMODATION]**

### **18.46.060 - Findings and decision.**

A. The written decision to grant or deny a request for reasonable accommodation will be consistent with the Acts and shall be based on consideration of the following factors:

1. Whether the housing, which is the subject of the request, will be used by an individual with disabilities protected under the Acts;
2. Whether the requested accommodation is necessary to make housing available to an individual with disabilities protected under the Acts;
3. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the city;
4. Whether the requested accommodation would require a fundamental alteration in the nature of a city program or law, including but not limited to, building, land use, nuisance, and zoning law.

B. The conditions shall also state whether the accommodation granted shall be removed in the event that the person for whom the accommodation was requested no longer resides on the site.

1 **[Chapter 18.47 RESIDENTIAL DENSITY BONUS AND DENSITY INCENTIVES]**

2 **18.47.030 Definitions.**

3 "Affordable housing cost." Refer to the definition set forth in the California Health and  
4 Safety Code Section 50052.5.

5 "Affordable rent." Refer to the definition set forth in the California Health and Safety Code  
6 Section 50053.

7 "Child care facility." A facility other than a family day care home, including but not limited  
8 to, infant centers, preschools, extended day care facilities, and school age child care centers.

9 "Common interest development." Refer to the definition set forth in the California Civil  
10 Code Section 13.51.

11 "Concession" or "incentive." Concession or incentive means any of the following:

- 12 A. A reduction in site development standards or a modification of zoning code  
13 requirements or architectural design requirements that exceed the minimum  
14 building standards approved by the California Building Standards Commission, as  
15 provided in Part 2.5 (the State Building Code commencing with Health and Safety  
16 Code Section 18901) of Division 13 of the Health and Safety Code, including but  
17 not limited to, a reduction in setback and square footage requirements, and in the  
18 ratio of vehicular parking spaces that would otherwise be required, that results in  
19 identifiable, financially sufficient, and actual cost reductions.
- 20 B. Approval of mixed use zoning in conjunction with a housing project, if commercial,  
21 office, industrial or other land uses will reduce the cost of a housing development,  
22 and if the commercial, office, industrial or other land uses are compatible with the  
23 housing project and the existing or planned development in the area where the  
24 proposed housing project will be located.
- 25 C. Other regulatory incentives or concessions proposed by the applicant or the city that  
26 result in identifiable, financially sufficient and actual cost reductions. This  
27 definition does not limit or require the provision of direct financial incentives for a  
28 housing development, including the provision of publicly owned land, by the city or  
the waiver of fees or dedication requirements.

"Density bonus." A density increase in over the otherwise maximum allowable  
residential density under the applicable zoning code provisions and the land use element of  
the general plan, as of the date of application by the applicant to the city.

"Development standard." The site or construction condition that apply to a residential  
development pursuant to any ordinance, general plan element, specific plan, or other city  
condition, law, policy resolution or regulation.

"Housing development." A development project for five or more residential units in  
single-use, live-work, or mixed use formats as defined in Section 1351 of the Civil Code.  
Also includes a subdivision or common interest development or the substantial rehabilitation  
of an existing multi-family dwelling where the result of the rehabilitation would be a net  
increase in the number of residential units.

1 "Lower-income household." Persons and families whose income does not exceed 80  
2 percent of the area median income, adjusted for family size and revised annually, as defined  
3 in California Health and Safety Code Section 50079.5.

4 "Lower income student". A student who has a household income and asset level that  
5 does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in  
6 paragraph (1) of subdivision (k) of Section 69432.7 of the Education Code. The eligibility of a  
7 student to occupy a unit for lower income students under this section shall be verified by an  
8 affidavit, award letter, or letter of eligibility provided by the institution of higher education in  
9 which the student is enrolled or by the California Student Aid Commission that the student  
10 receives or is eligible for financial aid, including an institutional grant or fee waiver from the  
11 college or university, the California Student Aid Commission, or the federal government.

12 "Maximum allowable residential density." The maximum number of units allowed under  
13 the zoning ordinance, specific plan, or land use element of the general plan, or, if a range of  
14 density is permitted, means the maximum number of units allowed by the specific zoning  
15 range, specific plan, or land use element of the general plan applicable to the project.

16 "Moderate-income household." Persons and families whose income is between 80  
17 percent — 120 percent of the area median income, adjusted for family size and revised  
18 annually, as set forth in the California Health and Safety Code Section 50093(b).

19 "Very low-income household." Persons and families whose income does not exceed 50  
20 percent of the area median income, adjusted for family size and revised annually, as set forth  
21 in the California Health and Safety Code Section 50105.

22 "Senior citizen housing development." A housing development, where residency is  
23 restricted to persons 62 years of age or older, or 55 years of age or older in a Senior Citizen  
24 housing development, as defined in Sections 51.3 and 51.12 of the California Civil Code (at  
25 the time of adoption of this section, a senior citizen housing development is a residential  
26 development that has at least 35 dwelling units and is developed, substantially rehabilitated,  
27 or substantially renovated for senior citizens).

28 "Shared housing building". A residential or mixed-use structure, with five or more  
shared housing units and one or more common kitchens and dining areas designed for  
permanent residence of more than 30 days by its tenants. The kitchens and dining areas within  
the shared housing building shall be able to adequately accommodate all residents. A "shared  
housing building" may include other dwelling units that are not shared housing units,  
provided that those dwelling units do not occupy more than 25 percent of the floor area of the  
shared housing building. A shared housing building may include 100 percent shared housing  
units.

"Shared housing unit" One or more habitable rooms, not within another dwelling unit,  
that includes a bathroom, sink, refrigerator, and microwave, is used for permanent residence,  
that meets the "minimum room area" specified in Section R304 of the California Residential  
Code (Part 2.5 of Title 24 of the California Code of Regulations), and complies with the  
definition of "guestroom" in Section R202 of the California Residential Code.

"Specific, adverse impact." Refer to the definition set forth in the California Government  
Code Section 65589.5(d)(2).

1 "Target unit." A dwelling unit within a housing development that is reserved for sale or  
rent to very low, low-, and moderate-income households, or other qualifying residents.

2 (Ord. No. 743, § 3, 3-21-2017)

3  
4 **18.47.040 General density bonus provisions.**

5 Density bonuses shall be subject to the provisions in this section, in accordance with  
6 California Code Section 65915.

7 ~~A.~~ Application. Any person that desires a density bonus must make an application on a  
8 form approved by the director of development Services at the time of submitting an  
entitlement application for the housing development for which a density bonus is  
9 requested. The density bonus provided by this chapter only applies to housing  
developments consisting of five or more dwelling units.

10 ~~B.~~ Incentives and Concessions. When an applicant seeks a density bonus for a housing  
11 development or for the donation of land for housing within the city, the city must  
provide the applicant incentives or concessions for the production of housing units and  
child care facilities, as provided in this chapter.

12 ~~C.~~ Available Density Bonus Options. The planning commission or city council will grant  
13 one density bonus, the amount of which will be as specified in Section 18.47.060, and  
incentives or concessions as described in Section 18.47.050, when an applicant for a  
14 housing development seeks and agrees to construct a housing development, excluding  
any units permitted by the density bonus awarded pursuant to this chapter, that will  
15 contain at least one of the following:

- 16 1. Five percent of the total units of a housing development, including a shared  
17 housing building development, for very low-income households.
- 18 2. Ten percent of the total units of a housing development, including a shared  
housing building development, for lower income households.
- 19 3. Ten percent of the total units in a common interest development for moderate-  
20 income households, provided that all units in the housing development are offered  
to the public for purchase.
- 21 4. A senior citizen housing development;
- 22 5. Donates land to the city for the construction of very low-income units.
- 23 6. Includes a qualifying childcare facility, as described in Section 18.47.070; in  
addition, to providing housing as described in subsections (C)(1)—(3).
- 24 7. Ten percent of the total units of a housing development for transitional foster  
25 youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as  
26 defined in Section 18541, or homeless persons, as defined in the federal  
McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.).

27

28

1 8. Twenty percent of the total units for lower income students in a student housing  
2 development that meet the requirements in Government Code Section  
3 65915(b)(1)(F).

4 9. One hundred percent of all units in the development, including total units and  
5 density bonus units, but exclusive of a manager's unit or units, are for lower  
6 income households, as defined by Section 50079.5 of the Health and Safety Code,  
7 except that up to 20 percent of the units in the development, including total units  
8 and density bonus units, may be for moderate-income households, as defined in  
9 Section 50053 of the Health and Safety Code.

10 D. Applicant's Election of Basis for Bonus. For purposes of calculating the amount of the  
11 density bonus, pursuant to Section 18.47.060, the applicant who requests a density  
12 bonus pursuant to this section must elect whether the bonus will be awarded on the  
13 basis of subsections (C)(1)—(6).

14 E. Continued Affordability.

15 1. An applicant must agree to the continued affordability of all low and very low-income  
16 units that qualified the applicant for the award of the density bonus for ~~30~~ 50 years or a  
17 longer period of time if required by any applicable construction or mortgage financing  
18 assistance program, mortgage insurance program, or rental subsidy program. Rents for  
19 the lower income density bonus units must be set at an affordable rent. Owner-  
20 occupied units must be available at an affordable housing cost.

21 2. An applicant must agree that the initial occupant of the moderate-income units that are  
22 directly related to the receipt of the density bonus in a common interest development  
23 are moderate income households and that the units are offered at an affordable housing  
24 cost. The city will require an equity-sharing agreement, unless such an agreement  
25 would be in conflict with the requirements of another public funding source or law.

26 (Ord. No. 743, § 3, 3-21-2017; Ord. No. 748, § 4, 5-15-2018 )

### 27 **18.47.045 Requirements for equity-sharing agreement.**

28 The following provisions must be included in any equity-sharing agreement required under  
this chapter:

A. Upon resale, the seller of the unit may retain the value of any improvements, the down  
payment, and the seller's proportionate share of appreciation. The city will recapture  
any initial subsidy and its proportionate share of appreciation, which amount must then  
be used within five years for any of the purposes that promote home ownership, as  
described in California Health and Safety Code section 33334.2(e).

B. If the unit is purchased or developed by a qualified nonprofit housing corporation  
pursuant to California Government Code Section 65915(c)(A)(ii), the local government  
may enter into a contract with the qualified nonprofit housing corporation under which  
the qualified nonprofit housing corporation would recapture any initial subsidy and its  
proportionate share of appreciation if the qualified nonprofit housing corporation is

1 required to use 100 percent of the proceeds to promote homeownership for lower  
2 income households within the jurisdiction of the local government.

3 C. For purposes of this section, the city's initial subsidy will be equal to the fair market  
4 value of the home at the time of initial sale, minus the initial sale price to the moderate  
5 income household, plus the amount of any down payment assistance or mortgage  
6 assistance. If upon resale the market value is lower than the initial market value, then  
7 the value at the time of the resale will be used as the initial market value.

8 D. For purposes of this section, the city's proportionate share of appreciation will be equal  
9 to the ratio of the initial subsidy to the fair market value of the unit at the time of initial  
10 sale.

11 (Ord. No. 743, § 3, 3-21-2017)

12 **18.47.050 Incentives and concessions.**

13 A. An applicant for a density bonus pursuant to Section 18.47.040 may submit proposal for the  
14 specific incentives or concessions that the applicant requests pursuant to this chapter, and  
15 may request a meeting with the director of development services.

16 B. Subject to subsection (C), the applicant will receive the following number of incentives or  
17 concessions:

18 1. One incentive or concession for projects that include at least ten percent of the total  
19 units for lower income households, at least five percent for very low income  
20 households, or at least ten percent for moderate income households in a common  
21 interest development.

22 2. One incentive or concession for projects that include at least 20 percent of the total  
23 units for lower income students in a student housing development.

24 3. Two incentive or concession for projects that include at least 20 percent of the total  
25 units for lower income households, at least ten percent for very low-income  
26 households, or at least 20 percent for moderate income households in a common  
27 interest development.

28 4. Three incentive or concession for projects that include at least 30 percent of the total  
units for lower income households, at least 15 percent for very low-income  
households, or at least 30 percent for moderate income households in a common  
interest development.

5. Four incentives or concessions for a project meeting the criteria of Section  
18.47.040(C)(9).

6. If the project is located within one-half mile of a major transit stop or is located in a  
very low vehicle travel area in a designated county, the applicant shall also receive a  
height increase of up to three additional stories, or 33 feet.

C. The planning commission or city council must grant the concession or incentive requested  
by the applicant, unless it make a written finding, based upon substantial evidence, that:

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1. The concession or incentive is not required in order to provide for affordable housing costs, or for rents for the targeted units to be set as specified in Section 18.47.030.
2. The concession or incentive would have a specific, adverse impact upon public health and safety, or the physical environment, or on any real property listed in the California Register of Historical Resources, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households; or
3. The concession or improvement would be contrary to state or federal law.

1 **18.47.055 Waiver or reduction of development standards.**

- 2 A. An applicant may submit to the city a proposal for the waiver or reduction of  
3 development standards that the applicant believes will have the effect of physically  
4 precluding the construction of a housing development that meets the criteria of in this  
5 section at the densities or with the concessions or incentives permitted by this chapter,  
6 and may request a meeting with the director of development services. Such proposal may  
7 not increase the number of incentives of concessions that the applicant is entitled to  
8 under Section 18.47.030.
- 9 B. The planning commission or city council must waive or reduce the development standard  
10 requested by the applicant, unless it makes a written finding, based upon substantial  
11 evidence, that:
- 12 1. The waiver or reduction would have a specific, adverse impact upon public health  
13 and safety, or the physical environment, or on any real property listed in the  
14 California Register of Historical Resources, and there is no feasible method to  
15 satisfactorily mitigate or avoid the specific adverse impact; or
  - 16 2. The waiver or reduction would be contrary to state or federal law.

17 (Ord. No. 743, § 3, 3-21-2017; Ord. No. 748, § 4, 5-15-2018 )

18 **18.47.060 Calculation of density bonus.**

- 19 A. The applicant may elect to accept a lesser percentage of density bonus.
- 20 B. The amount of density bonus to which the applicant is entitled will vary according to the  
21 amount by which the percentage of affordable housing units exceeds the percentage  
22 established in Section 18.47.060.
- 23 C. For housing developments meeting the criteria of Section 18.47.010(C)(1), the density  
24 bonus will be calculated as follows:

25 Percentage Very Low 26 Income Units	27 Percentage Density Bonus
28 5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35

12	38.75
13	42.5
14	46.25
15	50

D. For housing developments meeting the criteria of Section 18.47.040(C)(2), the density bonus will be calculated as follows:

Percentage Low Income Units	Percentage Density Bonus
10	20
11	21.5
12	23
13	24.5
14	26
15	27.5
16	29
17	30.5
18	32
19	33.5
20	35
21	38.75
22	42.5
23	46.25
24	50

E. For housing developments meeting the criteria of Section 18.47.040(C)(4), as senior housing developments, the density bonus will be 20 percent.

F. For housing developments meeting the criteria of Section 18.47.040(C)(3), the density bonus will be calculated as follows:

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Percentage Moderate Income Units	Percentage Density Bonus
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
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34	29

35	30
36	31
37	32
38	33
39	34
40	35
41	38.75
42	42.5
43	46.25
44	50

G. All density calculations resulting in fractional units will be rounded up to the next whole number. The granting of a density bonus will not be interpreted, in and of itself, to require a general plan amendment, zoning change, or other discretionary approval.

**SECTION 2.** This ordinance amendment is categorically exempt from environmental review under Section 15061 (b)(3) of the State CEQA Guidelines. The proposed text amendments are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**SECTION 3.** This Ordinance shall be in full force and effect thirty (30) days after its adoption following second reading.

**SECTION 4.** The City Clerk is hereby authorized and directed to certify as the passage of this Ordinance and to give notice thereof by causing copies of this Ordinance to be posted in three public places throughout the City, or published in a county newspaper that is circulated in the City, within 15 days after its passage, there being no newspaper of general circulation printed and published within the City.

1                   **PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council  
2 of the City of Suisun City, California, on this 20<sup>th</sup> day of August 2024.

3  
4  
5 \_\_\_\_\_  
6 Alma Hernandez,  
7 Mayor

8 ATTEST:

9 \_\_\_\_\_  
10 Anita Skinner,  
11 City Clerk

12  
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15  
16 **CERTIFICATION**

17  
18 I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City  
19 Council of said City, do hereby certify that the above and foregoing ordinance was introduced  
20 at a regular meeting of the said City Council held on Tuesday, July 16, 2024, and regularly  
21 passed and adopted at a regular meeting of said City Council held on Tuesday, August 20, 2024,  
22 by the following vote:

- 23 **AYES:** Councilmembers:  
24 **NOES:** Councilmembers:  
25 **ABSENT:** Councilmembers:  
26 **ABSTAIN:** Councilmembers:

27 **WITNESS** my hand and the seal of said City this 20<sup>th</sup> day of August 2024.

28 \_\_\_\_\_  
Anita Skinner,  
City Clerk

**AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Council/Agency Approval of July 2024 Accounts Payable and Payroll Warrants.

---

**FISCAL IMPACT:** Total expenditure for all funds is \$3,617,217.55.

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**STRATEGIC PLAN:** Provide Good Governance, Section 4.1 – Review and update required planning and financial documents as needed. Ensure Fiscal Solvency.

---

**BACKGROUND:**

California Code Section 37208 states that budgeted payrolls and demands paid by warrants or checks may be presented to the legislative body for ratification and approval.

**CHAPTER 4. Financial Powers [37201 - 37210]**

*(Chapter 4 added by Stats. 1949, Ch. 79.)*

**37208.**

(a) Payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks.

(b) Warrants or checks drawn in payment of demands certified or approved by the city clerk as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment.

(c) Notwithstanding subdivisions (a) and (b), budgeted payrolls and demands paid by warrants or checks may be presented to the legislative body for ratification and approval in the form of an audited comprehensive annual financial report.

*(Amended by Stats. 1986, Ch. 982, Sec. 14.)*

---

**STAFF REPORT:**

Attached for City Council review and approval are the following:

**Payroll:**

July	Checks # 22047 - 22084	\$22,714.86
	Direct Deposits (7/12/24)	\$367,176.39
	Direct Deposits (7/26/24)	\$363,874.04
	Total Payroll	<b>\$753,765.29</b>

**Accounts Payable:**

Dated 7/1/24 – 7/31/24      Total Accounts Payables      \$2,863,452.26

**TOTAL AMOUNT      \$3,617,217.55**

---

**STAFF RECOMMENDATION:** It is recommended that the City Council approve accounts payable, payroll and payroll vendor checks for July 2024.

---

**DOCUMENTS ATTACHED:**

1. July 2024 Payroll Warrants Register
  2. July 2024 Accounts Payable Warrants Register
- 

**PREPARED BY:**

Lakhwinder Deol, Finance Director

**REVIEWED BY:**

Bret Prebula, City Manager

**APPROVED BY:**

Bret Prebula, City Manager

---

**ATTACHMENTS:**

1. [PAYROLL CASH DISBURSEMENT JUL 2024.pdf](#)
2. [ACCOUNTS PAYABLES JUL 2024.pdf](#)



## ***FINANCE DEPARTMENT***

*City of Suisun City, 701 Civic Center Blvd, Suisun, CA 94585*

*Telephone (707) 421-7328 Fax (707) 421-7364*

### ***MEMORANDUM***

---

Date: August 1, 2024  
To: Honorable Mayor and City Council Members  
Prepared By: Diana Littles, Accounting Technician  
Approved By: Lakhwinder Deol, Finance Director  
RE: Payroll Checks for **July 2024**

Payroll:	Checks	22047- 22084	\$22,714.86
	Direct Deposit	07/12/2024	\$367,176.39
	Direct Deposit	07/26/2024	\$363,874.04
	<b>Total Payroll</b>		<b>\$753,765.29</b>

Date.: Jul 12, 2024  
 Time.: 3:38 pm  
 Run by: Diana Littles

CITY OF SUISUN CITY  
 DIRECT DEPOSIT FOR COUNCIL

Page.: 1  
 List.: ACHC  
 Group: SPFMEM

Emp ID	Name	Deducted	Last Posting	Deduction Amt.	Per Pay Period
ABD01	SHARIF S ABDELAZIZ	3890.34		.00	
ALE01	HALEY C ALEXANDER	3307.83		.00	
ALV01	SANTINO A ALVAREZ	349.08		.00	
AND04	RICHARD A ANDERSON	313.47		.00	
ANT01	DARREN J ANTES	129.29		.00	
BEL01	JESALIN C BELK	1354.69		.00	
BEL02	DAVE M BELLERIVE	3852.01		.00	
BER03	JIM BERMUDEZ	4762.99		.00	
		500.00		500.00	
BLO01	DELBERT R BLOCK, JR	1936.20		.00	
BRA05	JASON C BRASSFIELD	6572.23		.00	
BRY02	JOHN E. BRYAN	3206.03		.00	
CAM02	TYLER J CAMIGI	6005.33		.00	
CAN02	ALVIN J CANGCO	3965.02		.00	
CAR06	LISA A. CARLOCK	5590.56		.00	
CAR08	MARK S CARDINALLI	4421.00		.00	
CLA01	TRENTON J CLARK	746.91		.00	
COL01	JOSE L COLIN	3337.32		.00	
CON02	APRIL F CONNER	1886.22		.00	
CON05	TIFFANY N CONAMA	2729.17		.00	
		1000.00		1000.00	
COR02	JUAN M. CORTEZ	2610.11		.00	
COR03	SHERRI L. CORRALES	2043.81		.00	
DAN01	ROBERTA J. DANIEL	2012.18		.00	
		500.00		500.00	
DAN02	JOSHUA S DANNER	7887.38		.00	
DAW02	JENALEE M DAWSON	950.95		.00	
DEL03	MARIBEL DE LA CRUZ	2634.15		.00	
		150.00		150.00	
DEM03	RYAN A DEMELLO	4855.36		.00	
DEO01	LAKHWINDER K DEOL	4906.78		.00	
		100.00		100.00	
DIA01	NAPOLEON W. DIAZ II	2622.97		.00	
DOO01	CHRISTOPHER J DOOLEY	3557.84		.00	
DOW01	JEFFREY D DOWNEY	2483.66		.00	
DUC01	JUSTIN M DUCHSCHER	2807.46		.00	
DUM01	AMANDA DUM	2655.56		.00	
		100.00		100.00	
		75.00		75.00	
DUM02	GIZELLE ANNE DUMALAG	815.17		.00	
ESC03	JESSICA ESCOBEDO	5589.11		.00	
ESC04	NICHOLAS J ESCOBEDO	2195.71		.00	
ESP00	RYAN J ESPARZA	3883.69		.00	
ESP02	TRISTAN M ESPERANZA-TB	342.43		.00	
FIE01	ALEXANDER FIERRO	3973.37		.00	
FLO00	AISHA FLORES	3616.55		.00	
FRI01	MARYFLOR FRIAS RICO	662.84		.00	
GAL04	NOE GALLEGOS-ARE	4704.24		.00	
GEL01	GEMMA V. GELUZ	2048.17		.00	
GID02	KAMANI GIDDINGS	836.95		.00	
GOL03	JASON R GOLTIAO	3530.69		.00	
GOR01	JESIAH N GOREE	2337.25		.00	
GUZ01	MARIELLA V GUZMAN	623.66		.00	
HAR05	CHARLENE HARRIS	601.46		.00	
HAT01	KAREN S. HATTEN	271.44		.00	
HEA01	DANIEL J. HEALY	6325.26		.00	
HEI03	SCOTT J HEINE	6534.18		.00	
HEL01	JACOB T HELTON	5802.67		.00	
HEN02	JEFF T. HENDERSON	6267.27		.00	
HER00	ALMA R HERNANDEZ	511.60		.00	
HER01	JAMES A. HERROD	3214.71		.00	
HEW01	DONTAE HEWLETT	166.23		.00	
HUL01	JANET HULL	1383.99		.00	
		100.00		100.00	
		1000.00		1000.00	
		500.00		500.00	
IOA01	CECIL O IOANE	722.28		.00	
JAI01	DONNA J JAIME	444.54		.00	
		50.00		50.00	
JON03	JANINE S JONES	575.99		.00	
KEA02	JOHN T. KEARNS	3976.95		.00	
KEN02	AMBER M. KENT	4086.21		.00	
KEN03	EMILY M KENT	2075.06		.00	
KHA01	FRANKIE KHANTIGNA	3707.95		.00	
KIN00	CAMRYN R KING	2170.27		.00	
KIN02	KATHLEEN S KING	1937.66		.00	
LAZ00	JULIA M LAZARO	1614.11		.00	
		1600.00		1600.00	
LEE06	RACHEL C LEE	90.66		.00	
		38.85		.00	
LEM01	AARON P LEMING	4837.89		.00	
LIT01	DIANA A. LITTLES	2715.01		.00	
		75.00		75.00	
LOB01	DANIELLE J LOBAO	2035.76		.00	
LOF01	KRIS A LOFTHUS	5577.81		.00	
LOM01	TIFFANEY LOMBARD	3585.54		.00	
LOP00	BELTIZABEL LOPEZ-DE LOA	2086.01		.00	
LOP03	BRAD L LOPEZ	4965.24		.00	
LOP04	VANESSA A LOPEZ	465.44		.00	
LOZ01	NICODEMUS G LOZANO	3045.07		.00	
LUJ01	CHRISTOPHER J LUJAN	4710.64		.00	

Date.: Jul 12, 2024  
 Time.: 3:38 pm  
 Run by: Diana Littles

CITY OF SUISUN CITY  
 DIRECT DEPOSIT FOR COUNCIL

Page.: 2  
 List.: ACHC  
 Group: SPFMEM

Emp ID	Name	Deducted Last	Posting	Deduction Amt.	Per Pay Period
LUN01	ELIZABETH N. LUNA	3303.14		.00	
		50.00		50.00	
		100.00		100.00	
MAR03	SHERRON L. MARTIN	1402.86		.00	
		500.00		500.00	
		50.00		50.00	
MAR13	DONOVAN T MARISCAL	448.82		.00	
MAR15	DEAN R MARTIN	4523.89		.00	
MCH01	HAYLEY J MCHENRY	1976.58		.00	
MCM03	MICHAEL J. MCMURRY	83.58		.00	
MON06	KARINA R MONTES	83.11		.00	
MOR01	MARVIN J MORA	2767.81		.00	
MUR01	CHARLYNN M MURRAY	1584.88		.00	
		100.00		100.00	
NER01	SIGFRED D NERI	6105.08		.00	
OLS02	JAMES C OLSEN	3658.62		.00	
OSU01	MARLON L OSUM	940.14		.00	
PAL01	AMIT PAL	98.55		.00	
PAN01	FERNANDO J PANTOJA	1416.76		.00	
PEN01	CHRISTINA Y PENLAND	2473.59		.00	
		1000.00		1000.00	
		125.00		125.00	
		250.00		250.00	
PER04	MICHAEL W PERGAMIT	2092.09		.00	
PIC02	KALLEY I PICKERING	166.23		.00	
POC01	DONNA J. POCK	1802.48		1802.48	
		325.00		325.00	
POR01	TAI R PORTER	497.96		.00	
POS01	HOWARD R POSEY II	880.90		.00	
PRE01	BRET T PREBULA	7003.71		.00	
PRI01	CLAUDERICK M PRIEST	2742.00		.00	
PRI03	RAESHAUN D PRIEST	548.56		.00	
REN01	GREG M RENUCCI	5313.78		.00	
REN02	MATHIAS A RENDERO	83.11		.00	
RIV03	LUIS R RIVERA	2928.63		.00	
ROB00	KARA C ROBINSON	2488.04		.00	
ROB03	ROWLAND H. ROBERTS	3450.27		.00	
ROB05	JUAN D ROBLES CASTI	246.94		.00	
ROB06	ENRIQUE ROBLES CASTI	720.44		.00	
ROM03	MARIA L ROMERO	1993.70		.00	
ROT01	AARON C ROTH	6364.91		.00	
SAR01	RYAN S SAETERN	471.11		.00	
SAG01	ANNE SAGAMI	3348.30		.00	
SAL03	TEVITA VAEA P SALT	2431.65		.00	
SAL08	KRISTINE SALCEDA	207.79		.00	
SAM02	JERAMY J. SAMO	3713.39		.00	
SEL01	KAYLEY E SELBY	2760.19		.00	
SHI01	HARRISON SHING-CHUN	6707.47		.00	
SIF01	JONATHAN SIFUENTES	2410.96		.00	
SIL01	BRAYAN O SILVA ZAMORA	1849.79		.00	
SIN01	JUSTEEN K SINGLEY	1702.84		.00	
SKI02	ANITA L SKINNER	284.12		.00	
SOS01	LEILANI A SOSA	286.73		.00	
SOT02	FRANCISCO J SOTO-POMEROY	4278.96		.00	
SZM02	ROBERT SZMURLO	1572.96		.00	
TAY02	AMIA C TAYLOR	332.46		.00	
TOD02	KATIE A TODD	1905.32		.00	
VAL01	JASON D VALDE	2445.16		.00	
VAN01	JASON S VANDER MEER	3013.89		.00	
VAS01	BIANCA M VASQUEZ	1832.13		.00	
		315.00		315.00	
VEE01	SAIPRIYA S VEERAAH-GOP	83.11		.00	
VEG02	GERARDO N VEGA	2082.68		.00	
VER02	ERIC VERA	4716.24		.00	
VIL01	TREVOR A VILLANUEVA	778.17		.00	
VUE01	NOUAE A VUE	5160.32		.00	
WAD01	ANEKKA S WADDELL	1871.32		.00	
WAS02	PRINCESS K WASHINGTON	987.90		.00	
WOO02	APRIL E WOODEN	801.34		.00	
YAN01	GE H YANG	2270.81		.00	
ZAR01	ERNESTO Z ZARAGOZA	3838.55		.00	
ZUN02	MICHELLE E. ZUNINO	2187.09		.00	
Sub-Total:		367176.39			
Gxn-Total:		367176.39			
Count: 163					

Date.: Jul 26, 2024  
 Time.: 2:30 pm  
 Run by: Diana Littles

CITY OF SUISUN CITY  
 DIRECT DEPOSIT FOR COUNCIL

Page.: 1  
 List.: ACHC  
 Group: SPFMEM

Emp ID	Name	Deducted	Last Posting	Deduction Amt.	Per Pay Period
ABD01	SHARIF S ABDELAZIZ	3167.00		.00	
ALB01	HALEY C ALEXANDER	3835.89		.00	
ALV01	SANTINO A ALVAREZ	182.85		.00	
ANT01	DARREN J ANTES	492.28		.00	
BEL01	JESALIN C BELK	1254.62		.00	
BEL02	DAVE M BELLERIVE	4338.66		.00	
BER03	JIM BERMUDEZ	4762.99		.00	
		500.00		500.00	
BLO01	DELBERT R BLOCK, JR	1689.82		.00	
BRA05	JASON C BRASSFIELD	4053.01		.00	
BRV02	JOHN E. BRYAN	3080.48		.00	
CAM02	TYLER J CAMIGI	3441.41		.00	
CAN02	ALVIN J CANGCO	3155.20		.00	
CAR06	LISA A. CARLOCK	4347.50		.00	
CAR08	MARK S CARDINALLI	4200.19		.00	
CHO01	CHIN C CHOU	129.29		.00	
CLA01	TRENTON J CLARK	752.15		.00	
COL01	JOSE L COLIN	3976.61		.00	
CON02	APRIL F CONNER	1922.56		.00	
CON05	TIFFANY N CONAMA	2674.50		.00	
		1000.00		1000.00	
COR02	JUAN M. CORTEZ	2407.88		.00	
COR03	SHERRI L. CORRALES	2085.28		.00	
DAN01	ROBERTA J. DANIEL	2054.66		.00	
		500.00		500.00	
DAN02	JOSHUA S DANNER	4938.13		.00	
DAW02	JENALEE M DAWSON	864.98		.00	
DEL03	MARIBEL DE LA CRUZ	2634.15		.00	
		150.00		150.00	
DEM03	RYAN A DEMELLO	3855.32		.00	
DEO01	LAKEWINDER K DEOL	4906.78		.00	
		100.00		100.00	
DEV01	PAUL A DE VITA	351.55		.00	
DIA01	NAPOLEON W. DIAZ II	2860.62		.00	
DOO01	CHRISTOPHER J DOOLEY	3584.38		.00	
DOW01	JEFFREY D DOWNEY	2529.64		.00	
DUC01	JUSTIN M DUCHSCHER	3979.63		.00	
DUM01	AMANDA DUM	2711.84		.00	
		100.00		100.00	
		75.00		75.00	
DUM02	GIZELLE ANNE DUMALAG	942.81		.00	
ESC04	NICHOLAS J ESCOBEDO	1949.33		.00	
ESP00	RYAN J ESPARZA	6209.41		.00	
ESP02	TRISTAN M ESPERANZA-IB	428.04		.00	
FIE01	ALEXANDER FIERRO	2775.09		.00	
FLO00	AISHA FLORES	3450.14		.00	
FRI01	MARYFLOR FRIAS RICO	639.98		.00	
GAL04	NOE GALLEGOS-ARE	3424.39		.00	
GEL01	GEMMA V. GELUZ	2088.01		.00	
GID02	KAMANI GIDDINGS	764.12		.00	
GOL03	JASON R GOLTIAO	3530.69		.00	
GOR01	JESIAH N GOREE	2090.87		.00	
GUZ01	MARIELLA V GUZMAN	676.75		.00	
HAR05	CHARLENE HARRIS	545.38		.00	
HAT01	KAREN S. HATTEN	121.44		.00	
HEA01	DANIEL J. HEALY	5292.40		.00	
HEI03	SCOTT J HEINE	4028.22		.00	
HEL01	JACOB T HELTON	5911.18		.00	
HEN02	JEFF T. HENDERSON	6506.39		.00	
HER00	ALMA R HERNANDEZ	324.35		.00	
HER01	JAMES A. HERROD	3269.84		.00	
HEW01	DONTAE HEWLETT	166.23		.00	
HUL01	JANET HULL	1454.84		.00	
		100.00		100.00	
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IOA01	CECIL O IOANE	511.94		.00	
JAI01	DONNA J JAIME	303.23		.00	
		50.00		50.00	
JON03	JANINE S JONES	658.27		.00	
KEA02	JOHN T. KEARNS	4068.79		.00	
KEN02	AMBER M. KENT	3956.17		.00	
KEN03	EMILY M KENT	1990.36		.00	
KHA01	FRANKIE KHANTIGNA	3064.47		.00	
KIN00	CAMRYN R KING	1984.27		.00	
KIN02	KATHLEEN S KING	1937.66		.00	
LAZ00	JULIA M LAZARO	1614.11		.00	
		1600.00		1600.00	
LEE06	RACHEL C LEE	110.08		.00	
		47.17		.00	
LEM01	AARON P LEMING	3605.81		.00	
LIT01	DIANA A. LITTLES	2667.84		.00	
		75.00		75.00	
LOB01	DANIELLE J LOBBO	2035.76		.00	
LOP01	KRIS A LOPTHUS	5577.81		.00	
LOM01	TIFFANEY LOMBARD	3858.02		.00	
LOP00	BELTZABEL LOPEZ-DE LOA	2086.01		.00	
LOP03	BRAD L LOPEZ	4837.38		.00	
LOP04	VANESSA A LOPEZ	465.44		.00	
LOZ01	NICODEMUS G LOZANO	3101.98		.00	
LUJ01	CHRISTOPHER J LUJAN	10898.58		.00	

Date.: Jul 26, 2024  
 Time.: 2:30 pm  
 Run by: Diana Littles

CITY OF SUISUN CITY  
 DIRECT DEPOSIT FOR COUNCIL

Page.: 2  
 List.: ACHC  
 Group: SPFMEM

Emp ID	Name	Deducted Last	Posting	Deduction Amt.	Per Pay Period
LUN01	ELIZABETH N. LUNA	3363.44		.00	
		50.00		50.00	
		100.00		100.00	
MAR03	SHERRON L. MARTIN	1408.40		.00	
		500.00		500.00	
		50.00		50.00	
MAR13	DONOVAN T MARISCAL	332.46		.00	
MAR15	DEAN R MARTIN	7430.54		.00	
MCH01	HAYLEY J MCHENRY	1976.58		.00	
MCM03	MICHAEL J. MCMURRY	83.58		.00	
MON06	KARINA R MONTES	166.23		.00	
MOR01	MARVIN J MORA	2811.75		.00	
MUR01	CHARLYNN M MURRAY	1584.88		.00	
		100.00		100.00	
NER01	SIGFRED D NERI	5713.33		.00	
OLS02	JAMES C OLSEN	6179.37		.00	
OSU01	MARLON L OSUM	853.59		.00	
PAN01	FERNANDO J PANTOJA	1437.49		.00	
PEN01	CHRISTINA Y PENLAND	2473.59		.00	
		1000.00		1000.00	
		125.00		125.00	
		250.00		250.00	
PER04	MICHAEL W PERGAMIT	1845.71		.00	
PIC02	KAILEY I PICKERING	166.23		.00	
POC01	DONNA J. POCK	1802.48		1802.48	
		325.00		325.00	
POR01	TAI R PORTER	563.64		.00	
POS01	HOWARD R POSEY II	880.90		.00	
PRE01	BRET T PREBULA	7003.71		.00	
PRI01	CLAUDERICK M PRIEST	2541.81		.00	
PRI03	RAESHAUN D PRIEST	465.44		.00	
REN01	GREG M RENUCCI	5185.93		.00	
REN02	MATHIAS A RENDEROS	249.34		.00	
RIV03	LUIS R RIVERA	3453.74		.00	
ROB00	KARA C ROBINSON	4083.83		.00	
ROB03	ROWLAND H. ROBERTS	3512.56		.00	
ROB05	JUAN D ROBLES CASTI	343.96		.00	
ROB06	ENRIQUE ROBLES CASTI	440.51		.00	
ROM03	MARIA L ROMERO	1993.70		.00	
ROT01	AARON C ROTH	6582.21		.00	
SAB01	RYAN S SAETERN	321.77		.00	
SAC01	ANNE SAGAMI	5103.05		.00	
SAL03	TEVITA VAER P SALT	3058.70		.00	
SAL08	KRISTINE SALCEDA	191.17		.00	
SAM02	JERAMY J. SAMO	3458.44		.00	
SEL01	KAYLEY E SELBY	2760.19		.00	
SHI01	HARRISON SHING-CHUN	7969.49		.00	
SIF01	JONATHAN SIFUENTES	2164.58		.00	
SIL01	BRAYAN O SILVA ZAMORA	1603.41		.00	
SIN01	JUSTEEN K SINGLEY	1559.92		.00	
SKI02	ANITA L SKINNER	284.12		.00	
SOS01	LEILANI A SOSA	88.96		.00	
SOT02	FRANCISCO J SOTO-POMEROY	7615.28		.00	
SZM02	ROBERT SZMURLO	982.48		.00	
TAY02	AMIA C TAYLOR	490.38		.00	
TOD02	KATIE A TODD	1842.73		.00	
VAL01	JASON D VALDE	2473.09		.00	
VAN01	JASON S VANDER MEER	3695.79		.00	
VAS01	BIANCA M VASQUEZ	1984.29		.00	
		315.00		315.00	
VEG02	GERARDO N VEGA	1836.30		.00	
VER02	ERIC VERA	3930.29		.00	
VIL01	TREVOR A VILLANUEVA	560.71		.00	
VUE01	NOUAE A VUE	5160.32		.00	
WAD01	ANEKKA S WADDELL	1778.09		.00	
WAS02	PRINCESS K WASHINGTON	899.35		.00	
WOO02	APRIL E WOODEN	1111.24		.00	
YAN01	GE H YANG	2024.44		.00	
ZAR01	ERNESTO Z ZARAGOZA	4011.54		.00	
ZUN02	MICHELLE E. ZUNINO	2225.09		.00	
Sub-Total:		363874.04			
Grn-Total:		363874.04			
Count: 161					

Check Number	Check Date	Employee ID	Employee Name	Gross Amount	Check Amount
22047	7/12/2024	POC01	POCK, DONNA J.	3940.71	240.47
22048	7/12/2024	KER02	KERN, MAXIMILIAN J	2741.6	2193.18
22049	7/12/2024	KEG01	KEGLE, ANDREW D	420	387.87
22050	7/12/2024	BOW01	BOWMAN, WILLIAM D	519.12	470.43
22051	7/12/2024	COH01	COHEN, SCOTT M	862.11	762.6
22052	7/12/2024	FLO02	FLORES, GLADIS	252	232.73
22053	7/12/2024	HER02	HERNANDEZ, LIZZETTE E	396	365.71
22054	7/12/2024	HER06	HERNANDEZ, XAVIER A	180	166.23
22055	7/12/2024	HUG01	HUGHES, MICHAEL L	756	676.75
22056	7/12/2024	HUN01	HUNT, JAMES L	360	332.46
22057	7/12/2024	ORE01	O'REILLY, NIKKI C	670.5	612.47
22058	7/12/2024	ORT02	ORTEGA, LUTHER M	765	651.69
22059	7/12/2024	RAN01	RANSOM, ADRIANNA C	463.5	428.04
22060	7/12/2024	SAN09	SANTOS, ASHLEY D	210.1	194.02
22061	7/12/2024	SIM01	SIMMONS, KAREN R	519.12	479.4
22062	7/12/2024	SLA01	SLAUGHTER, TERRENCE A	92.7	85.61
22063	7/12/2024	TEO01	TEODORO, FRANK	1249.36	1055.07
22064	7/12/2024	WAL01	WALTHOUR, JANELLE A	450	415.57
22065	7/17/2024	TOD02	TODD, KATIE A	12.42	11.14
22066	7/17/2024	BOW01	BOWMAN, WILLIAM D	69.12	62.76
22067	7/26/2024	POC01	POCK, DONNA J.	4011.27	305.38
22068	7/26/2024	KER02	KERN, MAXIMILIAN J	5882.02	5536.86
22069	7/26/2024	BOW01	BOWMAN, WILLIAM D	528.39	478.85
22070	7/26/2024	COH01	COHEN, SCOTT M	820.4	728.85
22071	7/26/2024	FLO02	FLORES, GLADIS	378	349.08
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22073	7/26/2024	HER06	HERNANDEZ, XAVIER A	234	216.1
22074	7/26/2024	HUG01	HUGHES, MICHAEL L	486	448.82
22075	7/26/2024	HUN01	HUNT, JAMES L	279	257.65
22076	7/26/2024	ORE01	O'REILLY, NIKKI C	760.5	680.39
22077	7/26/2024	ORT02	ORTEGA, LUTHER M	1017	850.84
22078	7/26/2024	RAN01	RANSOM, ADRIANNA C	129.78	119.85
22079	7/26/2024	ROD03	RODIGUEZ-MAL, CARLOS M	259.56	239.71
22080	7/26/2024	SAN09	SANTOS, ASHLEY D	415.43	383.65
22081	7/26/2024	SIM01	SIMMONS, KAREN R	639.63	586.86
22082	7/26/2024	TEO01	TEODORO, FRANK	1276.52	1075.7
22083	7/26/2024	WAL01	WALTHOUR, JANELLE A	126	116.36
22084	7/26/2024	SOL61	SOLANO COUNTY SHERIFF'S	0	150
Z57345	7/12/2024	PEN01	PENLAND, CHRISTINA Y	7102.5	0
Z57346	7/12/2024	PRE01	PREBULA, BRET T	10709.8	0
Z57347	7/12/2024	VAS01	VASQUEZ, BIANCA M	2862.02	0
Z57348	7/12/2024	CON02	CONNER, APRIL F	3098.8	0
Z57349	7/12/2024	DAW02	DAWSON, JENALEE M	1045.38	0
Z57350	7/12/2024	HER00	HERNANDEZ, ALMA R	714.74	0

Z57351	7/12/2024	MCM03	MCMURRY, MICHAEL J.	92.31	0
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Z57353	7/12/2024	PAL01	PAL, AMIT	100	0
Z57354	7/12/2024	SKI02	SKINNER, ANITA L	512.22	0
Z57355	7/12/2024	WAS02	WASHINGTON, PRINCESS K	1045.38	0
Z57356	7/12/2024	COR03	CORRALES, SHERRI L.	2955.34	0
Z57357	7/12/2024	DAN01	DANIEL, ROBERTA J.	3716.7	0
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Z57359	7/12/2024	HAR05	HARRIS, CHARLENE	657.23	0
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Z57361	7/12/2024	LUN01	LUNA, ELIZABETH N.	5546.25	0
Z57362	7/12/2024	MAR03	MARTIN, SHERRON L.	3186.41	0
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Z57364	7/12/2024	ROM03	ROMERO, MARIA L	2690	0
Z57365	7/12/2024	TOD02	TODD, KATIE A	2498.58	0
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Z57368	7/12/2024	ANT01	ANTES, DARREN J	140	0
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Z57370	7/12/2024	BRA05	BRASSFIELD, JASON C	10214.99	0
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Z57373	7/12/2024	DUC01	DUCHSCHER, JUSTIN M	4532.47	0
Z57374	7/12/2024	ESP00	ESPARZA, RYAN J	6490.79	0
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Z57376	7/12/2024	LEM01	LEMING, AARON P	9165.4	0
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Z57378	7/12/2024	LUJ01	LUJAN, CHRISTOPHER J	7424.53	0
Z57379	7/12/2024	MAR15	MARTIN, DEAN R	8177.59	0
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Z57381	7/12/2024	RIV03	RIVERA, LUIS R	5443.6	0
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Z57383	7/12/2024	VAN01	VANDER MEER, JASON S	5209.07	0
Z57384	7/12/2024	ZUN02	ZUNINO, MICHELLE E.	3145.22	0
Z57385	7/12/2024	GOL03	GOLTIAO, JASON R	4549.5	0
Z57386	7/12/2024	LOP00	LOPEZ-DE LOA, BELTHZABEL	3071.2	0
Z57387	7/12/2024	MUR01	MURRAY, CHARLYNN M	3071.2	0
Z57388	7/12/2024	ABD01	ABDELAZIZ, SHARIF S	6337.92	0
Z57389	7/12/2024	ALE01	ALEXANDER, HALEY C	4997.77	0
Z57390	7/12/2024	CAM02	CAMIGI, TYLER J	9798.16	0
Z57391	7/12/2024	CAN02	CANGCO, ALVIN J	6103.38	0
Z57392	7/12/2024	CAR08	CARDINALI, MARK S	6911.65	0
Z57393	7/12/2024	CAR06	CARLOCK, LISA A.	8545.51	0
Z57394	7/12/2024	CON05	CONAMA, TIFFANY N	5966.61	0
Z57395	7/12/2024	DEM03	DEMELLO, RYAN A	7446.11	0

Z57396	7/12/2024	DOO01	DOOLEY, CHRISTOPHER J	5451.11	0
Z57397	7/12/2024	ESC03	ESCOBEDO, JESSICA	8338.18	0
Z57398	7/12/2024	FIE01	FIERRO, ALEXANDER	5913.29	0
Z57399	7/12/2024	FLO00	FLORES, AISHA	5216.11	0
Z57400	7/12/2024	GAL04	GALLEGOS-ARE, NOE	7154.38	0
Z57401	7/12/2024	HEA01	HEALY, DANIEL J.	9333.97	0
Z57402	7/12/2024	HEI03	HEINE, SCOTT J	10110.21	0
Z57403	7/12/2024	HEN02	HENDERSON, JEFF T.	9911.22	0
Z57404	7/12/2024	KEN02	KENT, AMBER M.	6393.68	0
Z57405	7/12/2024	KEN03	KENT, EMILY M	2623.77	0
Z57406	7/12/2024	KHA01	KHANTIGNA, FRANKIE	6066.29	0
Z57407	7/12/2024	KIN00	KING, CAMRYN R	3160.09	0
Z57408	7/12/2024	LAZ00	LAZARO, JULIA M	6335.54	0
Z57409	7/12/2024	LOB01	LOBAO, DANIELLE J	2679.66	0
Z57410	7/12/2024	LOM01	LOMBARD, TIFFANEY	5107.86	0
Z57411	7/12/2024	NER01	NERI, SIGFRED D	10327.27	0
Z57412	7/12/2024	OLS02	OLSEN, JAMES C	5499.2	0
Z57413	7/12/2024	ROB00	ROBINSON, KARA C	3396.67	0
Z57414	7/12/2024	ROT01	ROTH, AARON C	10368.82	0
Z57415	7/12/2024	SAG01	SAGAMI, ANNE	4737.81	0
Z57416	7/12/2024	SEL01	SELBY, KAYLEY E	4762.51	0
Z57417	7/12/2024	SHI01	SHING-CHUN, HARRISON	10648.11	0
Z57418	7/12/2024	SZM02	SZMURLO, ROBERT	2169.18	0
Z57419	7/12/2024	VER02	VERA, ERIC	7260.43	0
Z57420	7/12/2024	WAD01	WADDELL, ANEKKA S	2412.03	0
Z57421	7/12/2024	ZAR01	ZARAGOZA, ERNESTO Z	5767.76	0
Z57422	7/12/2024	BER03	BERMUDEZ, JIM	7489.89	0
Z57423	7/12/2024	GOR01	GOREE, JESIAH N	3112.8	0
Z57424	7/12/2024	KEA02	KEARNS, JOHN T.	5274.86	0
Z57425	7/12/2024	WOO02	WOODEN, APRIL E	910	0
Z57426	7/12/2024	BLO01	BLOCK, JR, DELBERT R	2422.8	0
Z57427	7/12/2024	BRY02	BRYAN, JOHN E.	3909.92	0
Z57428	7/12/2024	COR02	CORTEZ, JUAN M.	3296.82	0
Z57429	7/12/2024	DEL03	DE LA CRUZ, MARIBEL	3997.9	0
Z57430	7/12/2024	DIA01	DIAZ II, NAPOLEON W.	3833.64	0
Z57431	7/12/2024	DUM01	DUM, AMANDA	4148.34	0
Z57432	7/12/2024	ESC04	ESCOBEDO, NICHOLAS J	2781.6	0
Z57433	7/12/2024	GEL01	GELUZ, GEMMA V.	3289.45	0
Z57434	7/12/2024	HER01	HERROD, JAMES A.	4916.71	0
Z57435	7/12/2024	LEE06	LEE, RACHEL C	205.21	0
Z57436	7/12/2024	LOZ01	LOZANO, NICODEMUS G	5380.01	0
Z57437	7/12/2024	PER04	PERGAMIT, MICHAEL W	2991.6	0
Z57438	7/12/2024	POS01	POSEY II, HOWARD R	977.76	0
Z57439	7/12/2024	PRI01	PRIEST, CLAUDERICK M	3255.6	0
Z57440	7/12/2024	SAL03	SALT, TEVITA VAEA P	3017.2	0

Z57441	7/12/2024	SAM02	SAMO, JERAMY J.	5213.56	0
Z57442	7/12/2024	SIF01	SIFUENTES, JONATHAN	3116	0
Z57443	7/12/2024	SIL01	SILVA ZAMORA, BRAYAN O	2422.8	0
Z57444	7/12/2024	VEG02	VEGA, GERARDO N	2646	0
Z57445	7/12/2024	VUE01	VUE, NOUAE A	8311.81	0
Z57446	7/12/2024	YAN01	YANG, GE H	2991.6	0
Z57447	7/12/2024	ALV01	ALVAREZ, SANTINO A	378	0
Z57448	7/12/2024	BEL01	BELK, JESALIN C	1752.32	0
Z57449	7/12/2024	CLA01	CLARK, TRENTON J	855.63	0
Z57450	7/12/2024	DOW01	DOWNEY, JEFFREY D	3625.85	0
Z57451	7/12/2024	DUM02	DUMALAG, GIZELLE ANNE	958.3	0
Z57452	7/12/2024	ESP02	ESPERANZA-IB, TRISTAN M	370.8	0
Z57453	7/12/2024	FRI01	FRIAS RICO, MARYFLOR	717.75	0
Z57454	7/12/2024	GID02	GIDDINGS, KAMANI	954	0
Z57455	7/12/2024	GUZ01	GUZMAN, MARIELLA V	684	0
Z57456	7/12/2024	HAT01	HATTEN, KAREN S.	305.6	0
Z57457	7/12/2024	HEW01	HEWLETT, DONTAE	180	0
Z57458	7/12/2024	HUL01	HULL, JANET	4362.91	0
Z57459	7/12/2024	IOA01	IOANE, CECIL O	837	0
Z57460	7/12/2024	JAI01	JAIME, DONNA J	535.5	0
Z57461	7/12/2024	JON03	JONES, JANINE S	623.7	0
Z57462	7/12/2024	KIN02	KING, KATHLEEN S	2913.2	0
Z57463	7/12/2024	LOF01	LOFTHUS, KRIS A	8000.12	0
Z57464	7/12/2024	LOP04	LOPEZ, VANESSA A	504	0
Z57465	7/12/2024	MAR13	MARISCAL, DONOVAN T	486	0
Z57466	7/12/2024	MCH01	MCHENRY, HAYLEY J	3157.66	0
Z57467	7/12/2024	MON06	MONTES, KARINA R	90	0
Z57468	7/12/2024	MOR01	MORA, MARVIN J	4241.46	0
Z57469	7/12/2024	PAN01	PANTOJA, FERNANDO J	1779.7	0
Z57470	7/12/2024	PIC02	PICKERING, KAILEY I	180	0
Z57471	7/12/2024	POR01	PORTER, TAI R	567	0
Z57472	7/12/2024	PRI03	PRIEST, RAESHAUN D	594	0
Z57473	7/12/2024	REN02	RENDEROS, MATHIAS A	90	0
Z57474	7/12/2024	ROB06	ROBLES CASTI, ENRIQUE	810	0
Z57475	7/12/2024	ROB05	ROBLES CASTI, JUAN D	267.4	0
Z57476	7/12/2024	SAE01	SAETERN, RYAN S	540	0
Z57477	7/12/2024	SAL08	SALCEDA, KRISTINE	225	0
Z57478	7/12/2024	SIN01	SINGLEY, JUSTEEN K	2264.06	0
Z57479	7/12/2024	SOS01	SOSA, LEILANI A	316.8	0
Z57480	7/12/2024	TAY02	TAYLOR, AMIA C	360	0
Z57481	7/12/2024	VEE01	VEERAAH-GOP, SAIPRIYA S	90	0
Z57482	7/12/2024	VIL01	VILLANUEVA, TREVOR A	927	0
Z57483	7/26/2024	PEN01	PENLAND, CHRISTINA Y	7102.5	0
Z57484	7/26/2024	PRE01	PREBULA, BRET T	10709.8	0
Z57485	7/26/2024	VAS01	VASQUEZ, BIANCA M	3090.64	0

Z57486	7/26/2024	CON02	CONNER, APRIL F	3157.6	0
Z57487	7/26/2024	DAW02	DAWSON, JENALEE M	945.38	0
Z57488	7/26/2024	HER00	HERNANDEZ, ALMA R	514.74	0
Z57489	7/26/2024	MCM03	MCMURRY, MICHAEL J.	92.31	0
Z57490	7/26/2024	OSU01	OSUM, MARLON L	945.38	0
Z57491	7/26/2024	SKI02	SKINNER, ANITA L	512.22	0
Z57492	7/26/2024	WAS02	WASHINGTON, PRINCESS K	945.38	0
Z57493	7/26/2024	COR03	CORRALES, SHERRI L.	3011.22	0
Z57494	7/26/2024	DAN01	DANIEL, ROBERTA J.	3786.85	0
Z57495	7/26/2024	DEO01	DEOL, LAKHWINDER K	7878.59	0
Z57496	7/26/2024	HAR05	HARRIS, CHARLENE	590.55	0
Z57497	7/26/2024	LIT01	LITTLES, DIANA A.	4168.24	0
Z57498	7/26/2024	LUN01	LUNA, ELIZABETH N.	5649.01	0
Z57499	7/26/2024	MAR03	MARTIN, SHERRON L.	3199.47	0
Z57500	7/26/2024	ROB03	ROBERTS, ROWLAND H.	5835.77	0
Z57501	7/26/2024	ROM03	ROMERO, MARIA L	2690	0
Z57502	7/26/2024	TOD02	TODD, KATIE A	2419.2	0
Z57503	7/26/2024	VAL01	VALDE, JASON D	3401.93	0
Z57504	7/26/2024	ANT01	ANTES, DARREN J	560	0
Z57505	7/26/2024	BEL02	BELLERIVE, DAVE M	6347	0
Z57506	7/26/2024	BRA05	BRASSFIELD, JASON C	6233.4	0
Z57507	7/26/2024	CHO01	CHOU, CHIN C	140	0
Z57508	7/26/2024	COL01	COLIN, JOSE L	6800.7	0
Z57509	7/26/2024	DAN02	DANNER, JOSHUA S	7855.75	0
Z57510	7/26/2024	DEV01	DE VITA, PAUL A	420	0
Z57511	7/26/2024	DUC01	DUCHSCHER, JUSTIN M	6411.67	0
Z57512	7/26/2024	ESP00	ESPARZA, RYAN J	10329.02	0
Z57513	7/26/2024	HEL01	HELTON, JACOB T	10302.93	0
Z57514	7/26/2024	LEM01	LEMING, AARON P	7244.59	0
Z57515	7/26/2024	LOP03	LOPEZ, BRAD L	7929.33	0
Z57516	7/26/2024	LUJ01	LUJAN, CHRISTOPHER J	11869.8	0
Z57517	7/26/2024	MAR15	MARTIN, DEAN R	13319.9	0
Z57518	7/26/2024	REN01	RENUCCI, GREG M	8536.19	0
Z57519	7/26/2024	RIV03	RIVERA, LUIS R	6470.92	0
Z57520	7/26/2024	SOT02	SOTO-POMEROY, FRANCISCO J	12751.22	0
Z57521	7/26/2024	VAN01	VANDER MEER, JASON S	6285.83	0
Z57522	7/26/2024	ZUN02	ZUNINO, MICHELLE E.	3204.84	0
Z57523	7/26/2024	GOL03	GOLTIAO, JASON R	4549.5	0
Z57524	7/26/2024	LOP00	LOPEZ-DE LOA, BELTHZABEL	3071.2	0
Z57525	7/26/2024	MUR01	MURRAY, CHARLYNN M	3071.2	0
Z57526	7/26/2024	ABD01	ABDELAZIZ, SHARIF S	5216.35	0
Z57527	7/26/2024	ALE01	ALEXANDER, HALEY C	5840.5	0
Z57528	7/26/2024	CAM02	CAMIGI, TYLER J	5712.83	0
Z57529	7/26/2024	CAN02	CANGCO, ALVIN J	4842.36	0
Z57530	7/26/2024	CAR08	CARDINALLI, MARK S	6568.34	0

Z57531	7/26/2024	CAR06	CARLOCK, LISA A.	6612.88	0
Z57532	7/26/2024	CON05	CONAMA, TIFFANY N	5906.33	0
Z57533	7/26/2024	DEM03	DEMELLO, RYAN A	5892.78	0
Z57534	7/26/2024	DOO01	DOOLEY, CHRISTOPHER J	5478.36	0
Z57535	7/26/2024	FIE01	FIERRO, ALEXANDER	4089.94	0
Z57536	7/26/2024	FLO00	FLORES, AISHA	4985.48	0
Z57537	7/26/2024	GAL04	GALLEGOS-ARE, NOE	5179.31	0
Z57538	7/26/2024	HEA01	HEALY, DANIEL J.	7746.56	0
Z57539	7/26/2024	HEI03	HEINE, SCOTT J	6094.66	0
Z57540	7/26/2024	HEN02	HENDERSON, JEFF T.	10344.15	0
Z57541	7/26/2024	KEN02	KENT, AMBER M.	6194.62	0
Z57542	7/26/2024	KEN03	KENT, EMILY M	2507.82	0
Z57543	7/26/2024	KHA01	KHANTIGNA, FRANKIE	5081.04	0
Z57544	7/26/2024	KIN00	KING, CAMRYN R	2885.36	0
Z57545	7/26/2024	LAZ00	LAZARO, JULIA M	6335.54	0
Z57546	7/26/2024	LOB01	LOBAO, DANIELLE J	2679.66	0
Z57547	7/26/2024	LOM01	LOMBARD, TIFFANEY	5489.97	0
Z57548	7/26/2024	NER01	NERI, SIGFRED D	9735.77	0
Z57549	7/26/2024	OLS02	OLSEN, JAMES C	9534.24	0
Z57550	7/26/2024	ROB00	ROBINSON, KARA C	5879.88	0
Z57551	7/26/2024	ROT01	ROTH, AARON C	10747.53	0
Z57552	7/26/2024	SAG01	SAGAMI, ANNE	7489.51	0
Z57553	7/26/2024	SEL01	SELBY, KAYLEY E	4762.51	0
Z57554	7/26/2024	SHI01	SHING-CHUN, HARRISON	13002.45	0
Z57555	7/26/2024	SZM02	SZMURLO, ROBERT	1392.56	0
Z57556	7/26/2024	VER02	VERA, ERIC	6038.51	0
Z57557	7/26/2024	WAD01	WADDELL, ANEKKA S	2307.82	0
Z57558	7/26/2024	ZAR01	ZARAGOZA, ERNESTO Z	6025.48	0
Z57559	7/26/2024	BER03	BERMUDEZ, JIM	7489.89	0
Z57560	7/26/2024	GOR01	GOREE, JESIAH N	2862.8	0
Z57561	7/26/2024	KEA02	KEARNS, JOHN T.	5376.31	0
Z57562	7/26/2024	WOO02	WOODEN, APRIL E	1300	0
Z57563	7/26/2024	BLO01	BLOCK, JR, DELBERT R	2172.8	0
Z57564	7/26/2024	BRY02	BRYAN, JOHN E.	3787.76	0
Z57565	7/26/2024	COR02	CORTEZ, JUAN M.	3104.94	0
Z57566	7/26/2024	DEL03	DE LA CRUZ, MARIBEL	3997.9	0
Z57567	7/26/2024	DIA01	DIAZ II, NAPOLEON W.	3647.56	0
Z57568	7/26/2024	DUM01	DUM, AMANDA	4225.2	0
Z57569	7/26/2024	ESC04	ESCOBEDO, NICHOLAS J	2531.6	0
Z57570	7/26/2024	GEL01	GELUZ, GEMMA V.	3349.07	0
Z57571	7/26/2024	HER01	HERROD, JAMES A.	5007.81	0
Z57572	7/26/2024	LEE06	LEE, RACHEL C	235.24	0
Z57573	7/26/2024	LOZ01	LOZANO, NICODEMUS G	5476.98	0
Z57574	7/26/2024	PER04	PERGAMIT, MICHAEL W	2741.6	0
Z57575	7/26/2024	POS01	POSEY II, HOWARD R	977.76	0

Z57576	7/26/2024	PRI01	PRIEST, CLAUDERICK M	3063.71	0
Z57577	7/26/2024	SAL03	SALT, TEVITA VAEA P	3848.16	0
Z57578	7/26/2024	SAM02	SAMO, JERAMY J.	4952.15	0
Z57579	7/26/2024	SIF01	SIFUENTES, JONATHAN	2866	0
Z57580	7/26/2024	SIL01	SILVA ZAMORA, BRAYAN O	2172.8	0
Z57581	7/26/2024	VEG02	VEGA, GERARDO N	2396	0
Z57582	7/26/2024	VUE01	VUE, NOUAE A	8311.81	0
Z57583	7/26/2024	YAN01	YANG, GE H	2741.6	0
Z57584	7/26/2024	ALV01	ALVAREZ, SANTINO A	198	0
Z57585	7/26/2024	BEL01	BELK, JESALIN C	1601.73	0
Z57586	7/26/2024	CLA01	CLARK, TRENTON J	862.11	0
Z57587	7/26/2024	DOW01	DOWNEY, JEFFREY D	3698.37	0
Z57588	7/26/2024	DUM02	DUMALAG, GIZELLE ANNE	1122.58	0
Z57589	7/26/2024	ESP02	ESPERANZA-IB, TRISTAN M	463.5	0
Z57590	7/26/2024	FRI01	FRIAS RICO, MARYFLOR	693	0
Z57591	7/26/2024	GID02	GIDDINGS, KAMANI	864	0
Z57592	7/26/2024	GUZ01	GUZMAN, MARIELLA V	756	0
Z57593	7/26/2024	HAT01	HATTEN, KAREN S.	305.6	0
Z57594	7/26/2024	HEW01	HEWLETT, DONTAE	180	0
Z57595	7/26/2024	HUL01	HULL, JANET	4446.85	0
Z57596	7/26/2024	IOA01	IOANE, CECIL O	576	0
Z57597	7/26/2024	JAI01	JAIME, DONNA J	382.5	0
Z57598	7/26/2024	JON03	JONES, JANINE S	712.8	0
Z57599	7/26/2024	KIN02	KING, KATHLEEN S	2913.2	0
Z57600	7/26/2024	LOF01	LOFTHUS, KRIS A	8000.12	0
Z57601	7/26/2024	LOP04	LOPEZ, VANESSA A	504	0
Z57602	7/26/2024	MAR13	MARISCAL, DONOVAN T	360	0
Z57603	7/26/2024	MCH01	MCHENRY, HAYLEY J	3157.66	0
Z57604	7/26/2024	MON06	MONTES, KARINA R	180	0
Z57605	7/26/2024	MOR01	MORA, MARVIN J	4314.66	0
Z57606	7/26/2024	PAN01	PANTOJA, FERNANDO J	1807.08	0
Z57607	7/26/2024	PIC02	PICKERING, KAILEY I	180	0
Z57608	7/26/2024	POR01	PORTER, TAI R	648	0
Z57609	7/26/2024	PRI03	PRIEST, RAESHAUN D	504	0
Z57610	7/26/2024	REN02	RENDEROS, MATHIAS A	270	0
Z57611	7/26/2024	ROB06	ROBLES CASTI, ENRIQUE	477	0
Z57612	7/26/2024	ROB05	ROBLES CASTI, JUAN D	372.45	0
Z57613	7/26/2024	SAE01	SAETERN, RYAN S	360	0
Z57614	7/26/2024	SAL08	SALCEDA, KRISTINE	207	0
Z57615	7/26/2024	SIN01	SINGLEY, JUSTEEN K	2070	0
Z57616	7/26/2024	SOS01	SOSA, LEILANI A	99	0
Z57617	7/26/2024	TAY02	TAYLOR, AMIA C	531	0
Z57618	7/26/2024	VIL01	VILLANUEVA, TREVOR A	648	0



## ***FINANCE DEPARTMENT***

*City of Suisun City, 701 Civic Center Blvd, Suisun, CA 94585*

*Telephone (707) 421-7320 Fax (707) 421-7366*

### ***MEMORANDUM***

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DATE: August 1, 2024

TO: Honorable Mayor and City Councilmembers

PREPARED BY: Sherri Corrales, Account Clerk III

APPROVED BY: Lakhwinder Deol, Finance Director

RE: Accounts Payable checks for  
**July 2024**

**Total for GENERAL FUND & OTHER A/P      \$2,863,452.26**



Payment Dates 7/1/2024 - 7/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 010 - GENERAL FUND</b>					
AMAZON CAPITAL SERVICES	19WT-LT11-K7MW	06/28/2024	PD-ADV SCIENTIFIC CALCULA...	010-2310-91300	36.82
AMAZON CAPITAL SERVICES	19WT-LT11-MGR7	06/28/2024	PD-SHOT TIMER	010-2310-91435	140.83
AMAZON CAPITAL SERVICES	1CH1-Y49P-3WQG	06/28/2024	PD-BATTERIES, LEAF BLOWER	010-2310-91435	342.89
AMAZON CAPITAL SERVICES	1DKD-3NH9-PPR3	06/28/2024	PD-EVIDENCE SUPPLIES	010-2310-91435	448.19
AMAZON CAPITAL SERVICES	1NDM-T7VX-G99H	06/28/2024	PD-WHITE NOISE MACHINES	010-2310-91435	68.88
AMAZON CAPITAL SERVICES	1NLF-C11Q-GDPD	06/28/2024	PD-LENS WIPES, SHOOTING G...	010-2310-91435	375.91
AMAZON CAPITAL SERVICES	16TK-RQ46-GXMF	06/30/2024	PD-KICK BOXING BODY PADS	010-2350-93120	379.25
AMAZON CAPITAL SERVICES	171Y-JKT9-7JRD	06/30/2024	FIRE-MISC FIELD SUPPLIES	010-2610-91435	488.78
AMAZON CAPITAL SERVICES	1HXM-34LD-9P1J	06/30/2024	FIRE-AUTH PERSONNEL ONLY ...	010-2610-91435	38.97
AMAZON CAPITAL SERVICES	1MC9-DVWT-6HLX	06/30/2024	ADMIN-DRY ERASE BOARD	010-1710-91300	299.66
AMAZON CAPITAL SERVICES	1N63-J61D-7T1N	06/30/2024	FIRE-SOLENOID RELAY FOR E47	010-2610-91440	27.08
AMAZON CAPITAL SERVICES	1VTY-CDJ6-9FFF	06/30/2024	FIRE-SCREEN PROTECTORS	010-2610-91435	16.20
AMAZON CAPITAL SERVICES	1YXN-NDD3-6NXM	06/30/2024	FIRE-KEY LOCK BOX E547 OUT...	010-2610-91440	41.82
WEX INC	97802800	06/30/2024	GAS USAGE 5/24/24-6/23/24 ...	010-2610-91445	488.14
WEX INC	97802800	06/30/2024	GAS USAGE 5/24/24-6/23/24 ...	010-3310-91445	172.84
WEX INC	97802800	06/30/2024	GAS USAGE 5/24/24-6/23/24 ...	010-8610-91445	410.91
CORBIN WILLITS SYSTEM INC	000C406151	07/01/2024	ENHANCEMENT & SERVICE	010-1820-91305	835.72
CORBIN WILLITS SYSTEM INC	000C406151	07/01/2024	ENHANCEMENT & SERVICE	010-1830-91305	835.71
COMCAST	061624	07/01/2024	PD-CABLE SVC 6/21/24-7/20/...	010-2310-91310	76.00
COMCAST	061624	07/01/2024	CITY HALL-CABLE SVC 6/21/24...	010-3350-91430	188.23
US POSTMASTER	070124	07/01/2024	POSTAGE PERMIT #45	010-1830-91320	3,200.00
FAD-ENGELL COMPANY, LLC	070124	07/01/2024	LEASE PAYMENT FOR TEMP P...	010-3505-91465	200.00
LIEBERT CASSIDY WHITMORE	268110	07/01/2024	ERC MEMBERSHIPW/PREMI...	010-1910-93220	6,365.00
PROGRESSIVE SOLUTIONS INC	4018	07/01/2024	BL SOFTWARE MAINTENANCE...	010-1820-91305	6,655.19
INTUIT-SUISUN CITY FIRE DEP...	DM0000615	07/01/2024	E-FIRE INSPECTION BANK FEES	010-2620-91350	8.97
WESTAMERICA BANK	DM0000616	07/01/2024	RECREATION CREDIT CARD C...	010-8610-91350	30.59
BUSINESS LICENSE BANK FEES	DM0000627	07/03/2024	E-BUSINESS LICENSE CREDIT C...	010-1820-91350	8.92
BUSINESS LICENSE BANK FEES	DM0000628	07/03/2024	E-BUSINESS LICENSE CREDIT C...	010-1820-91350	56.88
BUSINESS LICENSE BANK FEES	DM0000629	07/03/2024	E-BUSINESS LICENSE CREDIT C...	010-1820-91350	75.16
Paymentech LLC	DM0000630	07/03/2024	E-PAYMENTECH FEES FOR JU...	010-1830-91350	16,837.04
BUSINESS LICENSE BANK FEES	DM0000618	07/05/2024	E-AMERICAN EXPRESS FEES	010-1830-91350	239.47
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-04456	149,991.00
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-1710-90322	106.76
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-1750-90322	12.56
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-1810-90322	94.20
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-1820-90322	397.21
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-1830-90322	196.25
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-1910-91355	534.50
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-2310-90322	314.00
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-2326-90322	157.00
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-2350-90322	785.00
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-2610-90322	314.00
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-3310-90322	15.70
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-3410-90322	172.70
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-3505-90322	86.35
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-6005-90322	14.13
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-6007-90322	31.40
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	010-6010-90322	12.56
CLOVER	DM0000631	07/10/2024	E-CLOVER APP FEE	010-2350-91350	49.95
JAMIE REYES	0032042	07/11/2024	REC-DAMAGE DEPOSIT RETU...	010-04491	420.00
JENNIFER MITCHELL	0033921	07/11/2024	REC-RESTROOM DEPOSIT RET...	010-04491	100.00
MEGAN PATTON	0033936	07/11/2024	REC-CLUB CHAOS REFUND	010-8610-77510	25.00
ALMA MEDINA	0036407	07/11/2024	REC-DAMAGE DEPOSIT RETU...	010-04491	420.00

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CULLIGAN OF SACRAMENTO	0546619	07/11/2024	PD-WATER SERVICE JULY 2024	010-2310-91435	90.00
ARBA	060124	07/11/2024	FIRE-JULY INS PREMIUMS-VO...	010-2610-90324	385.45
CPRS	061824	07/11/2024	AGENCY & INDIVIDUAL DUES-...	010-8610-93220	570.00
REPUBLIC SERVICES #846	063024	07/11/2024	CITY O/H SERVICE FEES IN & ...	010-3363-90160	210.00
REPUBLIC SERVICES #846	063024-2	07/11/2024	CITY O/H FEES IN & OUT OF A...	010-6010-90160	-210.00
REPUBLIC SERVICES #846	112310427	07/11/2024	GARBAGE SVCS-718 MAIN ST	010-3363-91520	4,974.03
AMAZON CAPITAL SERVICES	1FMD-N397-9FKJ	07/11/2024	REC-4TH OF JULY SUPPLIES/C...	010-8750-91435	869.76
AMAZON CAPITAL SERVICES	1XWV-9PGP-3CQ7	07/11/2024	PD-4TH OF JULY SUPPLIES	010-2350-91435	132.44
CLIVE SAVACOO, CEO	2024-156	07/11/2024	FIRE-DRUG SAFE & ANNUAL S...	010-2610-91305	1,440.00
IN HOUSE LEASING, INCORPO	4796	07/11/2024	FIRE-COPIER LEASE JULY 2024	010-2600-91325	270.94
IN HOUSE LEASING, INCORPO	4801	07/11/2024	COPIER LEASE-VARIOUS DEPTS...	010-01142	1,619.74
IN HOUSE LEASING, INCORPO	4801	07/11/2024	COPIER LEASE-VARIOUS DEPTS...	010-2310-91325	1,113.40
IN HOUSE LEASING, INCORPO	4801	07/11/2024	COPIER LEASE-VARIOUS DEPTS...	010-2600-91325	216.60
IN HOUSE LEASING, INCORPO	4801	07/11/2024	COPIER LEASE-VARIOUS DEPTS...	010-8610-91325	371.21
ASSISTANCE PLUS	52472	07/11/2024	UB-PROCESS WATER STATEM...	010-1830-91431	316.20
ASSISTANCE PLUS	52474	07/11/2024	UB-PROCESS WATER STATEM...	010-1830-91431	426.10
BBP ADMIN	54893	07/11/2024	HR-COBRA ADMIN SVCS JULY ...	010-1910-91140	62.40
MOTOROLA SOLUTIONS, INC	8281914907	07/11/2024	PD-LICENSES 6/15/24-6/14/25	010-2350-92315	18,699.97
FLOCK GROUP INC	INV-42640	07/11/2024	PD-FLOCK SAFETY FALCON 6/...	010-2310-91305	40,000.00
SOLANO EDC	Suisun-0724	07/11/2024	SOLANO EDC INVESTMENT FY...	010-3505-93220	14,724.00
SHAW HR CONSULTING INC	011620	06/30/2024	HR-CONSULTING SVCS MAY 2...	010-1750-91140	70.00
SHAW HR CONSULTING INC	011757	06/30/2024	HR-CONSULTING SVCS JUNE 2...	010-1750-91140	1,182.50
ARBA	040124	06/30/2024	FIRE-MAY INS PREMIUM-VOL...	010-2610-90324	385.45
ARBA	050124	06/30/2024	FIRE-JUNE INS PREMIUM-VOL...	010-2610-90324	385.45
5 STAR DETAIL & WASH INC.	070124	06/30/2024	PD-JUNE CAR WASHES	010-2350-91435	239.89
JUDY GAMET	070824	06/30/2024	REC-INSTRUCTOR PAYMENT 6...	010-8610-91140	787.00
PG&E	07122404	06/30/2024	4249587183-4	010-8750-91510	1,269.67
REPUBLIC SERVICES #846	112310119	06/30/2024	GARBAGE SVCS-611 VILLAGE ...	010-3350-91520	84.26
AMAZON CAPITAL SERVICES	13JV-3M6T-7JWX	06/30/2024	REC-SENIOR CENTER SUPPLIES	010-8760-91300	175.88
AMAZON CAPITAL SERVICES	13LP-XVLX-7FPG	06/30/2024	BLDG-HEAVY DUTY DOOR CLO...	010-3350-93140	199.40
ALKAR	1544066	06/30/2024	HR-TEMP WORKER WEEK END...	010-1750-90125	1,164.02
ALKAR	1544133	06/30/2024	HR-TEMP WORKER WEEK END...	010-1750-90125	1,693.12
AMAZON CAPITAL SERVICES	171Y-JKT9-93L3	06/30/2024	REC-SENIOR CENTER SUPPLIES	010-8760-91435	63.62
AMAZON CAPITAL SERVICES	19JR-M1LD-93WC	06/30/2024	BLDG-ERGO MOUSE PAD, ICE...	010-3350-91435	214.02
AMAZON CAPITAL SERVICES	1HWJ-MPFT-9XPD	06/30/2024	BLDG-DESK CHAIRS, FILTER	010-3350-91300	368.42
AMAZON CAPITAL SERVICES	1KHH-4QJ7-7TPT	06/30/2024	REC-DRY ERASE BOARD	010-8760-91435	91.78
AMAZON CAPITAL SERVICES	1LGV-9PCR-9HGY	06/30/2024	HR-FILE FOLDERS	010-1750-91300	16.85
AMAZON CAPITAL SERVICES	1N63-J61D-9Q4J	06/30/2024	REC-FIELD SUPPLIES, YOUTH C...	010-8670-91435	1,256.72
AMAZON CAPITAL SERVICES	1PFR-MQKK-9MVR	06/30/2024	BLDG-FILE CABINET W/CHARG...	010-3350-93140	138.46
AMAZON CAPITAL SERVICES	1VTY-CDJ6-9TXP	06/30/2024	BLDG-FILE CABINET, PAINTERS...	010-3350-93140	179.61
HORIZON	1X305514	06/30/2024	PW-IRRIGATION PARTS	010-6330-91435	273.24
AMAZON CAPITAL SERVICES	1Y66-YM4H-7F1W	06/30/2024	BLDG-UNIFORM ITEMS	010-3350-91455	297.99
AT&T	21950453	06/30/2024	707-438-2520	010-8760-91310	29.12
AT&T	21950454	06/30/2024	707-438-7531	010-2310-91310	27.56
LIEBERT CASSIDY WHITMORE	268595	06/30/2024	PROFESSIONAL SVCS-GENERAL...	010-1910-93310	753.00
NATIX, INC.	29281	06/30/2024	IPADS & KEYBOARDS-ROTH & ...	010-2600-93105	1,954.82
KNOCK 'EM OUT PEST CONTRO	341836	06/30/2024	REC-PEST CONTROL	010-8750-91415	80.00
HUNTERS SERVICES INC.	346760	06/30/2024	CITY HALL-SERVICE	010-3350-91415	45.00
HUNTERS SERVICES INC.	346761	06/30/2024	PD-SERVICE	010-3350-91415	30.00
HUNTERS SERVICES INC.	346762	06/30/2024	COMMUNITY CENTER-SERVICE	010-3350-91415	55.00
HUNTERS SERVICES INC.	346763	06/30/2024	CORP YARD-SERVICE	010-3350-91415	65.00
HUNTERS SERVICES INC.	346764	06/30/2024	MARINA OFFICE-SERVICE	010-3350-91415	30.00
HUNTERS SERVICES INC.	346766	06/30/2024	BURDICK CENTER-SERVICE	010-3350-91415	30.00
HUNTERS SERVICES INC.	346772	06/30/2024	720 MAIN ST-SERVICE (SS HA...	010-3350-91415	65.00
HUNTERS SERVICES INC.	346775	06/30/2024	SENIOR CENTER-SERVICE	010-3350-91415	30.00
HUNTERS SERVICES INC.	346796	06/30/2024	FIRE DEPT-SERVICE	010-3350-91415	60.00
HUNTERS SERVICES INC.	347713	06/30/2024	CITY HALL-RODENT CONTROL	010-3350-91415	100.00
HUNTERS SERVICES INC.	347766	06/30/2024	MARINA OFFICE-RODENT CO...	010-3350-91415	100.00
HUNTERS SERVICES INC.	347938	06/30/2024	PD EVIDENCE BLDG-SERVICE	010-3350-91415	30.00
HUNTERS SERVICES INC.	348932	06/30/2024	CITY HALL-SERVICE	010-3350-91415	45.00

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HUNTERS SERVICES INC.	348933	06/30/2024	PD-SERVICE	010-3350-91415	30.00
HUNTERS SERVICES INC.	348934	06/30/2024	COMMUNITY CENTER-SERVICE	010-3350-91415	55.00
HUNTERS SERVICES INC.	348936	06/30/2024	MARINA OFFICE-SERVICE	010-3350-91415	30.00
HUNTERS SERVICES INC.	348938	06/30/2024	BURDICK CENTER-SERVICE	010-3350-91415	30.00
HUNTERS SERVICES INC.	348942	06/30/2024	720 MAIN ST-SERVICE (SS HA...	010-3350-91415	65.00
HUNTERS SERVICES INC.	348946	06/30/2024	SENIOR CENTER-SERVICE	010-3350-91415	30.00
HUNTERS SERVICES INC.	348965	06/30/2024	FIRE DEPT-SERVICE	010-3350-91415	60.00
HUNTERS SERVICES INC.	349896	06/30/2024	CITY HALL-RODENT CONTROL	010-3350-91415	100.00
HUNTERS SERVICES INC.	349951	06/30/2024	MARINA OFFICE-RODENT CO...	010-3350-91415	100.00
OFFICE DEPOT	367896825001	06/30/2024	COPY PAPER	010-01142	1,285.97
OFFICE DEPOT	369155310001	06/30/2024	OFFICE SUPPLIES FOR VARIOU...	010-1010-91300	12.56
OFFICE DEPOT	369155310001	06/30/2024	OFFICE SUPPLIES FOR VARIOU...	010-1710-91300	12.56
OFFICE DEPOT	369155310001	06/30/2024	OFFICE SUPPLIES FOR VARIOU...	010-3310-91300	12.56
OFFICE DEPOT	369155310001	06/30/2024	OFFICE SUPPLIES FOR VARIOU...	010-3350-91435	84.17
OFFICE DEPOT	369155310001	06/30/2024	OFFICE SUPPLIES FOR VARIOU...	010-3410-91300	12.56
OFFICE DEPOT	369155310001	06/30/2024	OFFICE SUPPLIES FOR VARIOU...	010-6010-91300	12.56
FLYERS ENERGY, LLC	3876618	06/30/2024	CAS USAGE 6/1/24-6/15/24 P...	010-2310-91445	4,922.45
FLYERS ENERGY, LLC	3876618	06/30/2024	CAS USAGE 6/1/24-6/15/24 P...	010-2610-91445	1,920.27
SUPERIOR BUILDING SERVICE	45204	06/30/2024	JANITORIAL SVCS-VARIOUS D...	010-3350-91425	7,390.00
PARTNERS PERSONNEL MAN...	500309955	06/30/2024	BLDG-TEMP WORKER WEEK E...	010-3310-90125	652.50
PARTNERS PERSONNEL MAN...	500311299	06/30/2024	BLDG-TEMP WORKER WEEK E...	010-3310-90125	906.25
HOME DEPOT CREDIT SERVICE	6970213	06/30/2024	PW-FIRE STATION REPAIR SUP...	010-3350-91435	278.17
CALMAT CO	74033986	06/30/2024	PW-1/2" HMA TYPE A/B PG 64...	010-6320-91435	877.30
BRADY INDUSTRIES	8952020	06/30/2024	BLDG-CLEANING SUPPLIES	010-3350-91435	251.63
BRADY INDUSTRIES	8994121	06/30/2024	BLDG-CLEANING/RESTROOM ...	010-3350-91435	1,383.31
HINDERLITER DE LLAMAS & A	SIN039876	06/30/2024	CONTRACT SVCS SALES TAX 4/...	010-1820-91140	70.80
HINDERLITER DE LLAMAS & A	SIN039876	06/30/2024	CONTRACT SVCS SALES TAX 4/...	010-1910-91140	1,334.16
HINDERLITER DE LLAMAS & A	SIN039979	06/30/2024	CONTRACT SVCS-TRANS TAX ...	010-1820-91140	52.41
HINDERLITER DE LLAMAS & A	SIN039979	06/30/2024	CONTRACT SVCS-TRANS TAX ...	010-1910-91140	300.00
PG&E	07182400	06/30/2024	2073454458-6	010-3350-91510	85.32
J RAMIREZ TOWING	111109	06/30/2024	PD-TIRE SERVICE UNIT #2010	010-2350-91140	125.00
AT&T	21964220	06/30/2024	234-344-8157	010-2310-91310	155.55
AT&T	21964233	06/30/2024	436-951-2254	010-2310-91310	238.84
AT&T	21964298	06/30/2024	707-399-6987	010-2310-91310	438.71
AT&T	21964300	06/30/2024	707-421-6622	010-2310-91310	229.26
AT&T	21964301	06/30/2024	707-421-7200	010-8610-91310	315.17
AT&T	21964302	06/30/2024	707-421-8760	010-8760-91310	51.89
AT&T	21964304	06/30/2024	707-421-7300	010-1710-91310	217.20
AT&T	21964306	06/30/2024	707-421-7310	010-3310-91310	202.00
AT&T	21964308	06/30/2024	707-421-7320	010-1830-91310	305.02
AT&T	21964783	06/30/2024	707-421-7205	010-2600-91310	47.46
FAIRFIELD SAFE & LOCK CO	232951	06/30/2024	PW-KEYS	010-6330-91435	26.82
DAILY REPUBLIC	300138043	06/30/2024	MEASURE S EXTENSION	010-1910-91330	112.38
HUNTERS SERVICES INC.	351046	06/30/2024	CITY HALL-SERVICE	010-3350-91415	45.00
HUNTERS SERVICES INC.	351047	06/30/2024	PD-SERVICE	010-3350-91415	30.00
HUNTERS SERVICES INC.	351048	06/30/2024	COMMUNITY CENTER-SERVICE	010-3350-91415	55.00
HUNTERS SERVICES INC.	351049	06/30/2024	CORP YARD-SERVICE	010-3350-91415	65.00
HUNTERS SERVICES INC.	351050	06/30/2024	MARINA OFFICE-SERVICE	010-3350-91415	30.00
HUNTERS SERVICES INC.	351052	06/30/2024	BURDICK CENTER-SERVICE	010-3350-91415	30.00
HUNTERS SERVICES INC.	351058	06/30/2024	720 MAIN ST-SERVICE (SS HA...	010-3350-91415	65.00
HUNTERS SERVICES INC.	351082	06/30/2024	FIRE DEPT-SERVICE	010-3350-91415	60.00
HUNTERS SERVICES INC.	351956	06/30/2024	CITY HALL-RODENT CONTROL	010-3350-91415	100.00
HUNTERS SERVICES INC.	351994	06/30/2024	MARINA OFFICE-RODENT CO...	010-3350-91415	100.00
HUNTERS SERVICES INC.	352210	06/30/2024	PD EVIDENCE BLDG-SERVICE	010-3350-91415	30.00
MCKENZIE HARDWARE-PD	361685	06/30/2024	PD-GOO GONE, SCRAPER	010-2310-91435	22.94
MCKENZIE HARDWARE-PD	361686	06/30/2024	PD-INDOOR FOGGER	010-2310-91435	10.83
MCKENZIE HARDWARE/2	361754	06/30/2024	BLDG-CLEANING CLOTHS	010-3350-91435	24.92
MCKENZIE HARDWARE/2	361759	06/30/2024	BLDG-BUG SPRAY	010-3350-91435	6.49
MCKENZIE HARDWARE/2	361761	06/30/2024	BLDG-HARDWARE	010-3350-91435	5.28
MCKENZIE HARDWARE-PW	361764	06/30/2024	PW-TRASH CAN	010-6330-91435	36.84

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MCKENZIE HARDWARE-2	361767	06/30/2024	FIRE-SAW FUEL	010-2610-91435	75.82
MCKENZIE HARDWARE/2	361769	06/30/2024	BLDG-BATTERIES	010-3350-91435	21.66
MCKENZIE HARDWARE-2	361770	06/30/2024	FIRE-PUSH BROOM	010-2610-91435	28.17
MCKENZIE HARDWARE	361782	06/30/2024	REC-REEL	010-8680-91435	16.25
MCKENZIE HARDWARE-2	361784	06/30/2024	FIRE-E547 & E47 MAINTENAN...	010-2610-91440	111.96
MCKENZIE HARDWARE	361791	06/30/2024	REC-KEYS & PADLOCK RESET	010-8680-91435	38.97
MCKENZIE HARDWARE-PD	361792	06/30/2024	PD-FOGGER, SPIDER KILLER	010-2310-91435	22.74
MCKENZIE HARDWARE-PW	361801	06/30/2024	PW-MARKERS, EDGER BLADE	010-6330-91435	27.07
MCKENZIE HARDWARE/2	361803	06/30/2024	BLDG-FIELD SUPPLIES	010-3350-91435	95.34
MCKENZIE HARDWARE-PD	361812	06/30/2024	PD-SPACKLE, YELLOW CRAYO...	010-2310-91435	21.92
MCKENZIE HARDWARE/2	361813	06/30/2024	BLDG-WASP & HORNET KILLER	010-3350-91435	21.65
MCKENZIE HARDWARE/2	361814	06/30/2024	BLDG-CLEANING SUPPLIES	010-3350-91435	106.76
MCKENZIE HARDWARE	361817	06/30/2024	REC-HOSE CLAMPS, REELS, HA...	010-8680-93120	28.33
MCKENZIE HARDWARE-2	361821	06/30/2024	FIRE-STATION SUPPLIES	010-2610-91435	127.33
MCKENZIE HARDWARE	361826	06/30/2024	REC-DISH SOAP, HARDWARE-...	010-8680-93120	16.75
MCKENZIE HARDWARE-PW	361827	06/30/2024	PW-GLOVES	010-6330-91435	53.08
MCKENZIE HARDWARE/2	361829	06/30/2024	BLDG-DEADBOLT	010-3350-91435	36.84
MCKENZIE HARDWARE/2	361830	06/30/2024	BLDG-KEYS	010-3350-91435	8.65
MCKENZIE HARDWARE-2	361832	06/30/2024	FIRE-TOOLS	010-2610-91435	80.11
MCKENZIE HARDWARE/2	361839	06/30/2024	BLDG-BLEACH & KEYS	010-3350-91435	22.70
MCKENZIE HARDWARE-PW	361842	06/30/2024	PW-TRIMMER LINE	010-6330-91435	32.15
MCKENZIE HARDWARE-2	361844	06/30/2024	FIRE-MISC SUPPLIES	010-2620-91435	100.71
MCKENZIE HARDWARE-PW	361854	06/30/2024	PW-CAR SOAP & BRUSHES	010-6330-91435	65.64
MCKENZIE HARDWARE-2	361859	06/30/2024	FIRE-SPRAY PAINT & PAINTERS..	010-2610-91435	21.65
MCKENZIE HARDWARE-PW	361868	06/30/2024	PW-TRIMMER LINE	010-6330-91435	45.72
MCKENZIE HARDWARE/2	361869	06/30/2024	BLDG-MOUSE TRAP	010-3350-91435	7.14
MCKENZIE HARDWARE-PD	361873	06/30/2024	PD-SPRAY PAINT, STUDS	010-2310-91435	75.17
MCKENZIE HARDWARE-PD	36188	06/30/2024	PD-PADLOCK	010-2310-91435	26.00
MCKENZIE HARDWARE-M	361885	06/30/2024	REC-EXTENSION CORDS	010-8750-91435	52.00
MCKENZIE HARDWARE-2	361907	06/30/2024	FIRE-HARDWARE FOR MOUNT...	010-2610-91440	35.22
MCKENZIE HARDWARE-2	361909	06/30/2024	FIRE-HARDWARE, E548	010-2610-91440	3.03
LES SCHWAB TIRE CENTER	62300704835	06/30/2024	FIRE-BRAKE JOB LIC #1618742	010-2610-91430	1,210.54
DOOLEY ENTERPRISES, INC.	68199	06/30/2024	PD-9MM 147GR RANGER T-SE...	010-2350-93120	6,513.47
PIT STOP AUTO REPAIR	700	06/30/2024	FIRE-OIL & AIR FILTER CHANGE..	010-2610-91430	305.93
PIT STOP AUTO REPAIR	703	06/30/2024	FIRE-TRANSMISSION SVC & E...	010-2610-91430	678.87
MOTOROLA SOLUTIONS, INC.	8281914907	06/30/2024	PD-MOBILE RADIOS FOR NEW...	010-2350-92315	18,699.97
THE UPS STORE #5284	9639	06/30/2024	REC-LIVESCAN-RODRIGUEZ M...	010-8610-90500	35.00
THE UPS STORE #5284	9640	06/30/2024	REC-LIVESCAN-O'REILLY	010-8610-90500	35.00
THE UPS STORE #5284	9701	06/30/2024	REC-LIVESCAN-WALTHOUR	010-8610-90500	35.00
THE UPS STORE #5284	9719	06/30/2024	REC-LIVESCAN-RANSOM	010-8610-90500	35.00
CHAVAN & ASSOCIATES, LLP	C&A-18318	06/30/2024	PRO SVCS 22/23 AUDIT-PROG...	010-1820-91130	5,500.00
STATE OF CALIFORNIA	FTB-00006657	06/30/2024	PD-FTB OFFSETS: FTB, ADMIN,...	010-2350-91230	20.67
STATE OF CALIFORNIA	FTB-00006730	06/30/2024	PD-FTB OFFSETS: FTB, ADMIN,...	010-2350-91230	447.35
PETTY CASH-FINANCE DEPT	FY2324	06/30/2024	MISC PETTY CASH RECEIPTS 2...	010-1810-91320	30.45
PETTY CASH-FINANCE DEPT	FY2324	06/30/2024	MISC PETTY CASH RECEIPTS 2...	010-1820-91300	9.75
PETTY CASH-FINANCE DEPT	FY2324	06/30/2024	MISC PETTY CASH RECEIPTS 2...	010-1820-91300	17.30
PETTY CASH-FINANCE DEPT	FY2324	06/30/2024	MISC PETTY CASH RECEIPTS 2...	010-1830-91300	6.50
PETTY CASH-FINANCE DEPT	FY2324	06/30/2024	MISC PETTY CASH RECEIPTS 2...	010-1830-91300	11.53
PETTY CASH-FINANCE DEPT	FY2324	06/30/2024	MISC PETTY CASH RECEIPTS 2...	010-1830-91320	17.46
NORTHBAY HEALTHCARE GRP...	OH121520	06/30/2024	PHYSICAL/DRUG SCREENING, ...	010-2326-90500	385.00
NORTHBAY HEALTHCARE GRP...	OH121520	06/30/2024	PHYSICAL/DRUG SCREENING, ...	010-8610-90500	110.00
SOLANO COUNTY SHERIFFS	SC JUL 23-JUN 24	06/30/2024	PD-PARKING CITATION REIMB...	010-2350-91230	1,746.25
SOLANO COUNTY PARKS DEPT	SP JUL 23-JUN 24	06/30/2024	PD-PARKING CITATION REIMB...	010-2350-91230	343.75
MCKENZIE HARDWARE-PD	T97040	06/30/2024	PD-TOOL BOXES, BATTERIES, ...	010-2350-93120	2,128.11
JENNIFER SEBASTIAN	0034572	07/19/2024	REC-DAMAGE DEPOSIT & CAN...	010-04491	420.00
JENNIFER SEBASTIAN	0034572	07/19/2024	REC-DAMAGE DEPOSIT & CAN...	010-8750-75220	205.00
BRIDGETTE MERRITT	0034795	07/19/2024	REC-RESTROOM DEPOSIT RET...	010-04491	420.00
PETTY CASH-FINANCE DEPT	070824 FY2425	07/19/2024	NORTH BAY ENGINEERS CLUB ...	010-6010-90501	75.00
ALBERT ENAULT	0709	07/19/2024	PLANNING COMMISSION-7/9/...	010-1015-91335	100.00
HERBERT I DARDON	0709	07/19/2024	PLANNING COMMISSION-7/9/...	010-1015-91335	100.00

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TERRENCE EDWIN WEST	0709	07/19/2024	PLANNING COMMISSION-7/9/...	010-1015-91335	100.00
VINAY P TEWARI	0709	07/19/2024	PLANNING COMMISSION-7/9/...	010-1015-91335	100.00
APPLIED LANDSCAPE MATERI...	15084	07/19/2024	PW-CEDARSAFE CERT ENG PL...	010-6330-91435	13,896.83
ALKAR	1544210	07/19/2024	HR-TEMP WORKER WEEK END...	010-1750-90125	923.52
CITY OF FOSTER CITY	16127	07/19/2024	CALOPPS ANNUAL FEE 7/1/24...	010-1750-91305	4,078.00
HORIZON	1X306489	07/19/2024	PW-IRRIGATION SUPPLIES	010-6330-91435	482.68
CITY OF FAIRFIELD	231231	07/19/2024	PD-CITY OF FFLD ANIMAL CO...	010-2310-91431	15,674.43
CIVICPLUS, LLC.	298753	07/19/2024	MUNICODE ADMIN SUPPORT ...	010-1910-91140	6,057.45
PARTNERS PERSONNEL MAN...	500314811	07/19/2024	BLDG-TEMP WORKER WEEK E...	010-3310-90125	761.25
VESTIS GROUP INC	5066623885	07/19/2024	pd-mat service from aramark ...	010-2350-91140	118.56
ASSISTANCE PLUS	52479	07/19/2024	UB-PROCESS WATER STATEM...	010-1830-91320	212.48
ASSISTANCE PLUS	52479	07/19/2024	UB-PROCESS WATER STATEM...	010-1830-91431	275.00
ROTO-ROOTER	562-136240701001	07/19/2024	FIRE-DRAIN CLEANING/TOILET	010-2610-91415	859.00
PURCHASE POWER	6/28/24	07/19/2024	REFILL POSTAGE MACHINE	010-01108	2,037.50
ARBA	AUG'24	07/19/2024	FIRE-AUGUST PREMIUM GRO...	010-2610-90324	385.45
US BANK	06242400	06/24/2024	SZMURLO-TRACTOR SUPPLY-...	010-2310-91435	38.99
US BANK	06242401	06/24/2024	SZMURLO-WALMART-HOSE N...	010-2310-91435	18.74
US BANK	06242404	06/24/2024	ROBERTS-MAILCHIMP-FINAN...	010-1830-91305	39.00
US BANK	06242407	06/24/2024	ROBERTS-DELL.COM-PW ENG...	010-6010-93105	741.31
US BANK	06242409	06/24/2024	ROBERTS-APPLE.COM-10 APP...	010-1750-93105	128.97
US BANK	06242409	06/24/2024	ROBERTS-APPLE.COM-10 APP...	010-1810-93105	128.97
US BANK	06242409	06/24/2024	ROBERTS-APPLE.COM-10 APP...	010-3310-93105	128.97
US BANK	06242409	06/24/2024	ROBERTS-APPLE.COM-10 APP...	010-3505-93105	128.97
US BANK	062424100	06/24/2024	WASHINGTON-MAMA LANES-...	010-1010-90501	16.91
US BANK	062424101	06/24/2024	WASHINGTON-SLANO PRIDE-...	010-1010-90501	45.00
US BANK	062424102	06/24/2024	DUMALAG-AMAZON-SPECIAL ...	010-8750-91435	145.40
US BANK	062424103	06/24/2024	DUMALAG-WALMART-PRE K ...	010-8618-91435	150.46
US BANK	062424104	06/24/2024	DUMALAG-COSTCO-PRE K GR...	010-8618-91435	43.13
US BANK	062424105	06/24/2024	DUMALAG-AMAZON-WATER ...	010-8618-91435	8.55
US BANK	062424106	06/24/2024	DUMALAG-WALMART-COOKI...	010-8618-91435	58.53
US BANK	062424107	06/24/2024	LAZARO-DRAFTING EQUIP-TC ...	010-2350-93215	106.65
US BANK	062424108	06/24/2024	BELK-SAMS CLUB-ASP PARTY ...	010-8670-91435	291.52
US BANK	062424109	06/24/2024	BELK-SAMS CLUB-ASP PARTY ...	010-8670-91435	43.94
US BANK	062424110	06/24/2024	BELK-WALMART.COM-SUMM...	010-8670-91435	9.27
US BANK	062424114	06/24/2024	POCK-1933 KITCHEN-DINNER,...	010-1010-90501	209.20
US BANK	062424115	06/24/2024	POCK-MICHAELS-FRAME FOR ...	010-1010-91300	49.83
US BANK	062424116	06/24/2024	POCK-1933 KITCHEN-DINNER ...	010-1010-90501	160.86
US BANK	062424117	06/24/2024	HEALY-CHATGPT-AI TEXT	010-2310-91305	20.00
US BANK	062424118	06/24/2024	HEALY-VISTA PRINT-BUSINESS...	010-2310-91300	44.41
US BANK	062424119	06/24/2024	HEALY-NATW-BANNER	010-2310-91330	324.00
US BANK	062424120	06/24/2024	HEALY-CHATGPT-AI TEXT	010-2310-91305	20.00
US BANK	062424121	06/24/2024	ZUNINO-FD-ASANA-PROJECT ...	010-2610-90501	263.76
US BANK	062424122	06/24/2024	ZUNINO-FD-FASTRAK-BRIDGE ...	010-2610-90501	25.00
US BANK	062424123	06/24/2024	ZUNINO-PD-CITATION BAGS	010-2610-91300	382.55
US BANK	062424124	06/24/2024	ZUNINO-FD-LUNCH MEETING...	010-2610-91435	108.68
US BANK	062424125	06/24/2024	ZUNINO-FD-MCDONALDS - RE...	010-2610-91435	135.21
US BANK	062424126	06/24/2024	ZUNINO-FD-NFPA-CHIEF ME...	010-2600-93220	225.00
US BANK	062424132	06/24/2024	GELUZ-HOME DEPOT-URINAL ...	010-3350-91435	-278.17
US BANK	062424136	06/24/2024	GELUZ-CINTAS-CITY HALL & PD..	010-3350-91455	372.95
US BANK	062424137	06/24/2024	GELUZ-FASTRAK-TOLL PW & R...	010-6010-90501	12.50
US BANK	062424137	06/24/2024	GELUZ-FASTRAK-TOLL PW & R...	010-8750-91435	12.50
US BANK	062424138	06/24/2024	GELUZ-SUKHOTAH-LUNCH, T...	010-3350-90501	136.44
US BANK	062424139	06/24/2024	GELUZ-IMPERIAL SPRINKLER-...	010-6330-91435	234.54
US BANK	062424141	06/24/2024	KENT-EVIDENT-PATROL EVIDE...	010-2350-93120	64.00
US BANK	062424142	06/24/2024	KENT-EVIDENT-SHIPPING FOR ...	010-2350-93120	18.00
US BANK	062424143	06/24/2024	RENUCCI-STAPLES-OFFICE SU...	010-2600-91300	33.59
US BANK	062424144	06/24/2024	RENUCCI-WALMART-STORAGE..	010-2610-91435	21.07
US BANK	062424145	06/24/2024	RENUCCI-CASCADE FIRE-EQUI...	010-2610-91440	214.66
US BANK	062424146	06/24/2024	RENUCCI-ROUND TABLE-FOOD..	010-2610-90501	255.12
US BANK	062424147	06/24/2024	RENUCCI-SINCLAIR-FUEL FOR ...	010-2610-91445	75.00

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US BANK	062424148	06/24/2024	RENUCI-WALMART-FLEET WI...	010-2610-91440	20.22
US BANK	062424149	06/24/2024	RENUCCI-WALMART-MISC	010-2610-91435	7.39
US BANK	06242419	06/24/2024	MORA-DOLLAR TREE-TABLEC...	010-8610-91300	8.13
US BANK	06242420	06/24/2024	MORA-READYREFRESHY-WAT...	010-8610-91300	56.24
US BANK	06242422	06/24/2024	DOWNEY-ADT-ALARM MONI...	010-8680-91415	71.16
US BANK	06242423	06/24/2024	DOWNEY-ADT-ALARM MONI...	010-8680-91415	71.16
US BANK	06242424	06/24/2024	DOWNEY-WHEN TO WORK-E...	010-8750-91435	522.50
US BANK	06242425	06/24/2024	DOWNEY-JC NELSON-CLEANI...	010-8750-91435	870.44
US BANK	06242426	06/24/2024	DOWNEY-COSTCO-CHAIRS FO...	010-8750-91435	260.07
US BANK	06242427	06/24/2024	DOWNEY-SAMS CLUB-SNACK ...	010-8680-91435	720.91
US BANK	06242428	06/24/2024	DOWNEY-SMART & FINAL-SN...	010-8680-91435	440.63
US BANK	06242429	06/24/2024	DOWNEY-SAMS CLUB-SNACK ...	010-8680-91435	594.79
US BANK	06242430	06/24/2024	DOWNEY-SMART & FINAL-SN...	010-8680-91435	314.39
US BANK	06242434	06/24/2024	ROTH-SAC AIRPORT-PARKING,...	010-2310-90501	57.00
US BANK	06242435	06/24/2024	ROTH-HENRYS BAR & GRILL-D...	010-2310-90501	27.30
US BANK	06242436	06/24/2024	ROTH-UBER-TRANSPORT TO T...	010-2310-90501	22.77
US BANK	06242437	06/24/2024	ROTH-RENAISSANCE--HOTEL S...	010-2310-90501	394.45
US BANK	06242438	06/24/2024	ROTH-GRAND GAS TRAVIS-GA...	010-2310-90501	64.82
US BANK	06242439	06/24/2024	NERI-SP 31 FIFTY ONLINE-RA...	010-2310-91435	116.00
US BANK	06242440	06/24/2024	NERI-HOUSE OF SHAH-MEAL, ...	010-2350-93215	17.82
US BANK	06242441	06/24/2024	NERI-LIFE TIME CAFE-MEAL, T...	010-2350-93215	8.03
US BANK	06242442	06/24/2024	NERI-EINSTINE BAGELS-MEAL,...	010-2350-93215	13.28
US BANK	06242443	06/24/2024	NERI-NUGGET MKT-MEAL, TR...	010-2350-93215	18.02
US BANK	06242444	06/24/2024	NERI-NUGGET MKT-MEAL, TR...	010-2350-93215	24.55
US BANK	06242445	06/24/2024	NERI-LIFE TIME CAFE-MEAL, T...	010-2350-93215	13.24
US BANK	06242446	06/24/2024	DEOL-DELUXE BUS-BANK DEP...	010-1830-91300	158.03
US BANK	06242447	06/24/2024	HENDERSON-CITATIONSY-MO...	010-2310-91305	9.99
US BANK	06242448	06/24/2024	HENDERSON-5.11-UNIFORM ...	010-2326-91455	48.77
US BANK	06242449	06/24/2024	HENDERSON-CHATGPT-AI TEXT	010-2310-91305	20.00
US BANK	06242450	06/24/2024	HENDERSON-SS UNIFORMS-U...	010-2326-91455	214.45
US BANK	06242451	06/24/2024	HENDERSON-APPLE.COM-APP...	010-2310-91305	9.99
US BANK	06242452	06/24/2024	HENDERSON-SPECIAL OLYMPI...	010-2350-91455	520.00
US BANK	06242453	06/24/2024	HENDERSON-GRAMMERLY-AI...	010-2310-91305	144.00
US BANK	06242454	06/24/2024	HENDERSON-CITATIONSY-MO...	010-2310-91305	9.99
US BANK	06242455	06/24/2024	PENLAND-PARMA-MEMBERSH...	010-1750-93220	300.00
US BANK	06242456	06/24/2024	PENLAND-RALEYS-PD PROP EV...	010-2310-91435	19.06
US BANK	06242457	06/24/2024	PENLAND-RALEYS-PD PROP EV...	010-2310-91435	9.25
US BANK	06242458	06/24/2024	PENLAND-RALEYS-PD PROP EV...	010-2310-91435	88.02
US BANK	06242459	06/24/2024	PENLAND-DROPBOX-SUBSCRI...	010-1750-91435	119.88
US BANK	06242462	06/24/2024	COLIN-WALMART-PUB ED SU...	010-2620-93330	24.58
US BANK	06242463	06/24/2024	COLIN-POSITIVE PROMOTIONS...	010-2620-93330	170.92
US BANK	06242464	06/24/2024	COLIN-ALERT ALL-PUB ED SUP...	010-2620-93330	705.00
US BANK	06242465	06/24/2024	COLIN-WALMART-MEMORY C...	010-2620-91435	77.62
US BANK	06242466	06/24/2024	COLIN-THE HOSE ONSTER-FIRE...	010-2620-91435	309.65
US BANK	06242467	06/24/2024	COLIN-CANVA-SOFTWARE SU...	010-2620-91305	119.99
US BANK	06242468	06/24/2024	LEMING-WALMART-WATER &...	010-2610-91435	189.17
US BANK	06242469	06/24/2024	MARTIN-WALMART-MOTOR O...	010-2610-91440	8.64
US BANK	06242470	06/24/2024	SOTO-HOLIDAY INN-HOTEL, R...	010-2610-90501	463.08
US BANK	06242471	06/24/2024	VASQUEZ-RALEYS-DRINKS & S...	010-1010-90501	116.51
US BANK	06242472	06/24/2024	VASQUEZ-RALEYS-DRINKS FOR...	010-1010-90501	17.19
US BANK	06242473	06/24/2024	VASQUEZ-RALEYS-DRINKS FOR...	010-1010-90501	28.01
US BANK	06242474	06/24/2024	VASQUEZ-GOLDEN PHOENIX-D...	010-1010-90501	205.37
US BANK	06242475	06/24/2024	PANTOJA-SAMS CLUB-SUPPLI...	010-8680-91435	835.57
US BANK	06242476	06/24/2024	PANTOJA-SMART & FINAL-SU...	010-8680-91435	643.12
US BANK	06242477	06/24/2024	PANTOJA-ZOOM-JR GIANTS M...	010-8680-91140	50.00
US BANK	06242478	06/24/2024	PANTOJA-HOME DEPOT-LAM...	010-8680-93120	33.36
US BANK	06242479	06/24/2024	PANTOJA-YOUTUBE TV-LAMB...	010-8680-91140	89.97
US BANK	06242480	06/24/2024	PANTOJA-SAMS CLUB-LAMBR...	010-8680-91435	333.84
US BANK	06242481	06/24/2024	PANTOJA-SAMS CLUB-SUPPLI...	010-8680-91435	989.11
US BANK	06242482	06/24/2024	PANTOJA-SMART & FINAL-SU...	010-8680-91435	593.96

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US BANK	06242483	06/24/2024	PANTOJA-ZOOM-JR GIANTS M...	010-8680-91140	21.98
US BANK	06242484	06/24/2024	PANTOJA-SAMS CLUB-SUPPLI...	010-8680-91435	749.62
US BANK	06242485	06/24/2024	PANTOJA-SMART & FINAL-SU...	010-8680-91435	611.12
US BANK	06242486	06/24/2024	PANTOJA-AUTOZONE-LAMBR...	010-8680-93120	13.54
US BANK	06242487	06/24/2024	SINGLEY-TABLE TENNIS ONLY-...	010-8760-91435	96.47
US BANK	06242488	06/24/2024	SINGLEY-RALEYS-BINGO PRIZES	010-8760-91435	21.98
US BANK	06242490	06/24/2024	SINGLEY-WALMART-BINGO PR...	010-8760-91435	130.40
US BANK	06242491	06/24/2024	SINGLEY-RALEYS-DONUTS, FA...	010-8760-91435	41.91
US BANK	06242493	06/24/2024	SINGLEY-TABLE TENNIS ONLY-...	010-8760-91435	139.40
US BANK	06242496	06/24/2024	GOREE-ZIP THRU-CAR WASH	010-3415-91455	20.00
US BANK	06242497	06/24/2024	HERNANDEZ-LEAGUE CA CITIE...	010-1010-93210	650.00
US BANK	06242498	06/24/2024	WASHINGTON-LEAGUE CA CIT...	010-1010-90501	650.00
US BANK	06242499	06/24/2024	WASHINGTON-CAST IRON-LU...	010-1010-90501	36.93
DAVIDA JOHNSON	0034060-2	06/30/2024	REC-DAMAGE DEPOSIT RETU...	010-04491	210.00
JAPEN SOTO	060124	06/30/2024	FIRE-REIMBURSE TUITION & ...	010-2610-90501	710.27
AMAZON CAPITAL SERVICES	1KMW-69PJ-76Q9	06/30/2024	VARIOUS OFFICE, FIELD SUPPL...	010-1750-91300	21.67
AMAZON CAPITAL SERVICES	1KMW-69PJ-76Q9	06/30/2024	VARIOUS OFFICE, FIELD SUPPL...	010-1820-91300	27.16
AMAZON CAPITAL SERVICES	1KMW-69PJ-76Q9	06/30/2024	VARIOUS OFFICE, FIELD SUPPL...	010-1830-91300	18.12
AMAZON CAPITAL SERVICES	1KMW-69PJ-76Q9	06/30/2024	VARIOUS OFFICE, FIELD SUPPL...	010-2310-91435	46.24
AMAZON CAPITAL SERVICES	1KMW-69PJ-76Q9	06/30/2024	VARIOUS OFFICE, FIELD SUPPL...	010-6010-91435	15.15
COMCAST	207793538	06/30/2024	ETHERNET SERVICE THROUGH...	010-2310-91310	789.21
WEST COAST CODE CONSULT...	224-005-011-01	06/30/2024	PLAN REVIEWS	010-3310-91140	18,763.89
WEST COAST CODE CONSULT...	224-005-011-02	06/30/2024	BUILDING INSPECTIONS	010-3310-91140	13,403.08
WEST COAST CODE CONSULT...	224-005-011-04	06/30/2024	IN HOUSE PLAN REVIEWS	010-3310-91140	2,310.00
WEST COAST CODE CONSULT...	224-005-011-05	06/30/2024	PERMIT TECH ELVIRA MILLAN...	010-3310-91140	5,943.75
WEST COAST CODE CONSULT...	224-006-011-01	06/30/2024	PLAN REVIEWS	010-3310-91140	961.87
WEST COAST CODE CONSULT...	224-006-011-02	06/30/2024	BUILDING INSPECTIONS	010-3310-91140	11,438.84
WEST COAST CODE CONSULT...	224-006-011-02 STA	06/30/2024	STA - BUILDING INSPECTIONS	010-3310-91140	1,110.00
WEST COAST CODE CONSULT...	224-006-011-04	06/30/2024	IN HOUSE PLAN REVIEWS	010-3310-91140	1,540.00
WEST COAST CODE CONSULT...	224-06-011-05	06/30/2024	PERMIT TECH ELVIRA MILLAN...	010-3310-91140	4,125.00
SOLANO COUNTY SHERIFF'S O...	24 A0015	06/30/2024	PD-JAIL ACCESS FEE FOR FY23...	010-2350-91230	5,435.71
AZTEKA FOODS	25673	06/30/2024	REFUND-BUS LIC #25673-DEN...	010-1820-73110	100.00
AZTEKA FOODS	25673	06/30/2024	REFUND-BUS LIC #25673-DEN...	010-3310-73110	67.50
AZTEKA FOODS	25673	06/30/2024	REFUND-BUS LIC #25673-DEN...	010-3310-73110	24.90
CALI-PLUS-TAQUERIA	25848	06/30/2024	BL 25848-REFUND, NO MORE ...	010-1820-73110	25.00
DAILY REPUBLIC	300138097	06/30/2024	HWY 12 LOGOSTICS	010-04683	172.44
J.J.R. ENTERPRISES, INC	4121443	06/30/2024	PRINTER USAGE 6/10/24-7/9/...	010-1820-91325	13.97
J.J.R. ENTERPRISES, INC	4121443	06/30/2024	PRINTER USAGE 6/10/24-7/9/...	010-1910-91325	4.76
J.J.R. ENTERPRISES, INC	4121443	06/30/2024	PRINTER USAGE 6/10/24-7/9/...	010-6010-91325	1.52
J.J.R. ENTERPRISES, INC	4121443	06/30/2024	PRINTER USAGE 6/10/24-7/9/...	010-8610-91325	14.04
J.J.R. ENTERPRISES, INC	4122140	06/30/2024	COPIER USAGE 6/9/24-7/8/24...	010-01142	1,059.20
J.J.R. ENTERPRISES, INC	4122140	06/30/2024	COPIER USAGE 6/9/24-7/8/24...	010-2310-91325	166.08
J.J.R. ENTERPRISES, INC	4122140	06/30/2024	COPIER USAGE 6/9/24-7/8/24...	010-2600-91325	57.89
J.J.R. ENTERPRISES, INC	4122140	06/30/2024	COPIER USAGE 6/9/24-7/8/24...	010-8610-91325	207.12
SUISUN UNIFORMS TT LLC	414	06/30/2024	PD-EMB BADGE WITH VELCRO...	010-2310-91455	35.71
SHRED-IT	8007616487	06/30/2024	SHRED MATERIALS 6/5/24 & 6...	010-1750-91435	44.49
SHRED-IT	8007616487	06/30/2024	SHRED MATERIALS 6/5/24 & 6...	010-1820-91435	26.70
SHRED-IT	8007616487	06/30/2024	SHRED MATERIALS 6/5/24 & 6...	010-1830-91435	17.79
SHRED-IT	8007616487	06/30/2024	SHRED MATERIALS 6/5/24 & 6...	010-2350-91140	266.94
LN CURTIS & SONS	835546	06/30/2024	FIRE-HOSE ADAPTORS	010-2610-93120	223.37
FLOORS TO GO	PROGRESS 1	06/30/2024	CARPET INSTALL NORTH WING...	010-3350-93140	5,000.00
CORBIN WILLITS SYSTEM INC	000C407151	07/26/2024	ENHANCEMENT & SERVICE	010-1820-91305	835.72
CORBIN WILLITS SYSTEM INC	000C407151	07/26/2024	ENHANCEMENT & SERVICE	010-1830-91305	835.71
AUTUMN GRACE	0031914	07/26/2024	REC-DAMAGE DEPOSIT RETU...	010-04491	420.00
ORLANDO CANO	0033640	07/26/2024	REC-DAMAGE DEPOSIT RETU...	010-04491	420.00
OLIVIA BROWN	0036987	07/26/2024	REC-DAMAGE DEPOSIT RETU...	010-04491	420.00
NORTH BAY TRUCK CENTER	01547671	07/26/2024	FIRE-A/C REPAIR	010-2610-91430	1,166.16
COMCAST	071624	07/26/2024	PD-CABLE SERVICE 7/21/24-8/...	010-2310-91310	76.00
COMCAST	071624	07/26/2024	CITY HALL-CABLE SERVICE 7/2...	010-3350-91430	188.24
FERNANDO PANTOJA	071824	07/26/2024	REC-PROPANE REFILL	010-8680-91435	39.20

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ALKAR	1544275	07/26/2024	HR-TEMP WORKERS WE 7/14/...	010-1750-90125	2,000.96
AMAZON CAPITAL SERVICES	1KMW-69PJ-6HFT	07/26/2024	PW-STORAGE BOXES & LABELS..	010-6010-91435	55.12
ALARMTECH SECURITY SYSTEM	211974	07/26/2024	EVIDENCE BLDG-ALARM.COM...	010-3350-91415	42.00
ALARMTECH SECURITY SYSTEM	211975	07/26/2024	MARINA HARBOR-ALARM.CO...	010-3350-91415	42.00
ALARMTECH SECURITY SYSTEM	211976	07/26/2024	BURDICK CTR-ALARM.COM CE...	010-3350-91415	42.00
ALARMTECH SECURITY SYSTEM	212029	07/26/2024	M2M CELLULAR FIRE MONITO...	010-3350-91415	62.00
ALARMTECH SECURITY SYSTEM	212468	07/26/2024	REC-ALARM MONITORING-C...	010-8750-91415	40.00
ALARMTECH SECURITY SYSTEM	212469	07/26/2024	REC-SUPERVISED FIRE MONIT...	010-8750-91415	40.00
AT&T	22012510	07/26/2024	707-422-8074	010-2310-91310	59.35
CODE THREE FIRE & SAFETY	24-42	07/26/2024	PD-FIRE EXTINGUISHER SERVI...	010-3350-91431	146.00
SUISUN UNIFORMS TT LLC	418	07/26/2024	PD-HATS	010-2310-91455	1,680.73
SUISUN UNIFORMS TT LLC	419	07/26/2024	PD-UNIFORM SHIRT-KING	010-2310-91455	116.99
SUISUN UNIFORMS TT LLC	422	07/26/2024	PD-UNIFORM SHIRT, EMB BA...	010-2310-91455	82.26
PARTNERS PERSONNEL MAN...	500316182	07/26/2024	BLDG-TEMP WORKER WEEK E...	010-3310-90125	253.75
VESTIS GROUP INC	5066633954	07/26/2024	PD-MAT SERVICE-FROM ARA...	010-2350-91140	118.56
CINTAS CORPORATION #2	5220560082	07/26/2024	CITY HALL/PD-REPLENISH FIRS...	010-3350-91455	410.38
JC NELSON SUPPLY CO	785471.2	07/26/2024	FIRE-WASH & WAX VEHICLE ...	010-2610-91435	93.64
ZOLL MEDICAL CORPORATION	90102033	07/26/2024	FIRE-PREVENTATIVE MAINTEN...	010-2610-91435	620.00
BRADY INDUSTRIES	9010548	07/26/2024	BLDG-GARBAGE BAGS	010-3350-91435	185.26
VERIZON WIRELESS	9968685704	07/26/2024	PW-MOBILE SERVICE 6/11/24...	010-3350-91310	41.53
VERIZON WIRELESS	9968685704	07/26/2024	PW-MOBILE SERVICE 6/11/24...	010-6010-91310	103.88
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	010-1710-91310	18.69
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	010-1750-91310	13.96
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	010-1810-91310	8.31
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	010-1815-91310	2.08
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	010-1820-91310	8.31
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	010-1830-91310	6.23
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	010-1830-91310	12.45
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	010-2600-91310	41.53
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	010-3505-91310	6.23
VERIZON WIRELESS	9968685706	07/26/2024	BLDG-MOBILE SVC 6/11/24-7/...	010-3350-91310	41.53
VERIZON WIRELESS	9968685707	07/26/2024	DEV SVC, FIN, CE MOBILE SVC ...	010-1820-91310	24.91
VERIZON WIRELESS	9968685707	07/26/2024	DEV SVC, FIN, CE MOBILE SVC ...	010-1830-91310	16.62
VERIZON WIRELESS	9968685707	07/26/2024	DEV SVC, FIN, CE MOBILE SVC ...	010-2326-91310	41.53
VERIZON WIRELESS	9968685707	07/26/2024	DEV SVC, FIN, CE MOBILE SVC ...	010-3410-91310	51.64
VERIZON WIRELESS	9968685707	07/26/2024	DEV SVC, FIN, CE MOBILE SVC ...	010-3505-91310	41.53
VERIZON WIRELESS	9968685709	07/26/2024	REC & HSG-MOBILE SVC 6/11/...	010-8610-91310	274.18
VERIZON WIRELESS	9968685710	07/26/2024	COUNCIL-MOBILE SERVICE 6/...	010-1010-91310	227.87
VERIZON WIRELESS	9968685711	07/26/2024	FIRE-MOBILE SERVICE 6/11/24...	010-2600-91310	1,296.48
VERIZON WIRELESS	99688745402	07/26/2024	FIRE-MOBILE SVC-IPADS 6/13...	010-2600-91310	369.41
<b>Fund 010 - GENERAL FUND Total:</b>					<b>515,110.14</b>

**Fund: 050 - 4TH OF JULY EVENTS**

JOSEFINA EDITH ACEVEDO	002440	07/01/2024	AUDIO SERVICES FOR 4TH OF ...	050-8815-91140	3,375.00
AMAZON CAPITAL SERVICES	1CGC-PWJ9-93CH	07/11/2024	REC-LAMP LIGHTS FOR 4TH OF...	050-8815-91435	308.84
AMAZON CAPITAL SERVICES	1FMD-N397-9FKJ	07/11/2024	REC-4TH OF JULY SUPPLIES/C...	050-8815-91435	746.93
CLEAR IMAGE SIGN COMPANY	2477	07/19/2024	REC-BANNERS-CREATE, INSTA...	050-8815-91330	1,556.54
DAILY REPUBLIC	300138800	07/19/2024	REC-SSDR SPECIAL SECTIONS-...	050-8815-91330	325.00
DAILY REPUBLIC	300138801	07/19/2024	REC-SSDR SPECIAL SECTIONS-...	050-8815-91330	175.00
US BANK	06242431	06/24/2024	HULL-PAYPAL-4TH OF JULY TE...	050-01118	777.56
US BANK	06242492	06/24/2024	SINGLEY-4IMPRINT-RPM PRO...	050-01118	845.69
HD SUPPLY CONST. & INDUST	10020149911	07/26/2024	PW-HEAVY DUTY SAFETY FEN...	050-8815-91140	702.17
<b>Fund 050 - 4TH OF JULY EVENTS Total:</b>					<b>8,812.73</b>

**Fund: 052 - EVENTS-OTHERS**

BRIAN KRAUTH	072004	07/01/2024	SATYRDAY MUSIC AT THR WA...	052-8817-91140	1,000.00
ROBERT VAUGHN	070924	07/11/2024	REC-SATURDAY MUSIC @ THE...	052-8817-91140	1,000.00
US BANK	06242489	06/24/2024	SINGLEY-4ALLPROMOS-RPM ...	052-8817-91435	483.26
US BANK	06242494	06/24/2024	SINGLEY-MOUNTAIN MIKES-PI...	052-8817-91435	107.65
US BANK	06242495	06/24/2024	SINGLEY-WALMART-DVD & W...	052-8817-91435	15.63
<b>Fund 052 - EVENTS-OTHERS Total:</b>					<b>2,606.54</b>

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<b>Fund: 053 - FIREWORKS-ENF</b>					
MCKENZIE HARDWARE-2	361845	06/30/2024	FIRE-U POST, FIREWORKS EN...	053-8819-91435	68.18
FIRST VANGUARD RENTALS &	1-5801567	07/19/2024	FIRE-DIGITAL SIGN RENTAL FO...	053-8819-91435	4,977.75
<b>Fund 053 - FIREWORKS-ENF Total:</b>					<b>5,045.93</b>
<b>Fund: 105 - ALL GAS TAXES</b>					
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	105-6320-90322	31.40
PG&E	07122403	06/30/2024	9087311605-8	105-6320-91515	95.06
STONEYARD MASONRY	101126229	06/30/2024	PW-BRASS WAND, NOZZLE, S...	105-6320-91435	81.12
STONEYARD MASONRY	101126824	06/30/2024	PW-AB BASE ROCK	105-6320-91435	335.69
AMAZON CAPITAL SERVICES	1VTY-CDJ6-6WC6	06/30/2024	PW-DISINFECTANT, REFLECTI...	105-6320-91435	956.46
CALMAT CO	74038032	06/30/2024	PW-1/2" HMA TYPE A/B PG 64...	105-6320-91435	319.79
CALMAT CO	74041247	06/30/2024	PW-ST 3/8 TYP A PG64-16	105-6320-91435	329.42
BEAR ELECTRICAL SOLUTION, ...	22734	06/30/2024	PW-TRAFFIC SIGNAL REPAIR	105-6320-91435	875.00
MCKENZIE HARDWARE-PW	361810	06/30/2024	PW-TOOLS	105-6320-91435	39.41
MCKENZIE HARDWARE-PW	361833	06/30/2024	PW-PICK AXE	105-6320-91435	34.67
MCKENZIE HARDWARE-PW	361855	06/30/2024	PW-MISC SUPPLIES	105-6320-91435	146.85
CED FAIRFIELD	8850-1018067	07/19/2024	PW-IRRIGATION SUPPLIES	105-6320-91435	239.42
PG&E	07262400	07/26/2024	4332920511-6	105-6320-91515	102.93
PG&E	07262401	07/26/2024	4270580094-6	105-6320-91515	118.17
PG&E	07262402	07/26/2024	0374596818-4	105-6320-91515	109.10
PG&E	07262403	07/26/2024	9147167255-9	105-6320-91515	81.50
ROADSAFE TRAFFIC SYSTEMS, ...	210886	07/26/2024	PW-SIGNS	105-6320-91435	2,284.55
<b>Fund 105 - ALL GAS TAXES Total:</b>					<b>6,180.54</b>
<b>Fund: 115 - TRANS.CIP FUNDS</b>					
US BANK	062424133	06/24/2024	GELUZ-RALEYS-WATER, MCCO...	115-9920-96310	9.38
US BANK	062424134	06/24/2024	GELUZ-MICHAELS-GOLD RIBB...	115-9920-96310	10.83
<b>Fund 115 - TRANS.CIP FUNDS Total:</b>					<b>20.21</b>
<b>Fund: 117 - TRAIN DEPOT O&amp;M</b>					
HUNTERS SERVICES INC.	346765	06/30/2024	TRAIN DEPOT-SERVICE	117-3355-91415	30.00
HUNTERS SERVICES INC.	347714	06/30/2024	CAFE @ TRAIN STATION-SERV...	117-3355-91415	35.00
HUNTERS SERVICES INC.	347715	06/30/2024	CAFE @ TRAIN STATION-ROD...	117-3355-91415	45.00
HUNTERS SERVICES INC.	348937	06/30/2024	TRAIN DEPOT-SERVICE	117-3355-91415	30.00
HUNTERS SERVICES INC.	349897	06/30/2024	CAFE @ TRAIN STATION-SERV...	117-3355-91415	35.00
HUNTERS SERVICES INC.	349898	06/30/2024	CAFE @ TRAIN STATION-ROD...	117-3355-91415	45.00
HUNTERS SERVICES INC.	351051	06/30/2024	TRAIN DEPOT-SERVICE	117-3355-91415	30.00
HUNTERS SERVICES INC.	351957	06/30/2024	CAFE @ TRAIN STATION-SERV...	117-3355-91415	35.00
HUNTERS SERVICES INC.	351958	06/30/2024	CAFE @ TRAIN STATION-ROD...	117-3355-91415	45.00
MCKENZIE HARDWARE-PW	361758	06/30/2024	PW-GLASS CLEANER, TRAIN S...	117-3355-91435	11.02
MCKENZIE HARDWARE-PW	361921	06/30/2024	PW-TRASH CAN, TRAIN STATI...	117-3355-91435	54.18
ULINE, INC	180013560	07/19/2024	PW-WINDPRO HD SIGNS-BLA...	117-3355-91435	1,107.81
ALARMTECH SECURITY SYSTEM	212030	07/26/2024	TRAIN STATION-SUPERVISED F...	117-3355-91435	62.00
<b>Fund 117 - TRAIN DEPOT O&amp;M Total:</b>					<b>1,565.01</b>
<b>Fund: 120 - OSSIP</b>					
DKS ASSOCIATES	90991	06/30/2024	WORLEY RD STOP WARRANT ...	120-6515-93310	4,476.25
<b>Fund 120 - OSSIP Total:</b>					<b>4,476.25</b>
<b>Fund: 167 - ARP-AMER RESCUE</b>					
TYLER TECHNOLOGIES, INC.	025-470573	06/30/2024	EPL, UAT TESTING RE-CONFIG...	167-1917-96440	1,105.00
INFINITY TECHNOLOGIES	2620	06/30/2024	GIS SUPPORT SERVICES-JUNE ...	167-1917-96440	1,895.00
TYLER TECHNOLOGIES, INC.	025-471212	06/30/2024	INSITE TRANSACTION FEES-UB	167-1917-96440	5,206.90
SHELTER SOLANO, INC.	JUNE-2024	06/30/2024	PD-5 SHELTER BEDS 7/1/23-6/...	167-6017-91435	14,250.00
US BANK	06242409	06/24/2024	ROBERTS-APPLE.COM-10 APP...	167-1917-93105	644.81
<b>Fund 167 - ARP-AMER RESCUE Total:</b>					<b>23,101.71</b>
<b>Fund: 171 - PROP 49 GRANT</b>					
AMAZON CAPITAL SERVICES	17ND-7Y4H-7MKH	07/11/2024	REC-FIELD SUPPLIES, PROP 49...	171-8651-91435	599.17
JEFFREY DOWNEY	071024	07/19/2024	REC-SUMMER CAMP FIELD TR...	171-8651-91435	531.20
US BANK	062424111	06/24/2024	BELK-ROARING FOAM-SUMM...	171-8651-91435	708.98
US BANK	062424112	06/24/2024	BELK-STAPLES-OFFICE EQUIP...	171-8651-91435	230.56
US BANK	062424113	06/24/2024	BELK-WALMART.COM-CLEANI...	171-8651-91435	15.15

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US BANK	06242413	06/24/2024	MORA-FACEBOOK MKTG-POST..171-8651-91435		25.00
US BANK	06242414	06/24/2024	MORA-FACEBOOK MKTG-POST..171-8651-91435		9.14
US BANK	06242415	06/24/2024	MORA-FACEBOOK MKTG-POST..171-8651-91435		14.51
US BANK	06242416	06/24/2024	MORA-FACEBOOK MKTG-POST..171-8651-91435		50.00
US BANK	06242417	06/24/2024	MORA-FACEBOOK MKTG-POST..171-8651-91435		50.00
US BANK	06242418	06/24/2024	MORA-FACEBOOK MKTG-POST..171-8651-91435		50.00
US BANK	06242421	06/24/2024	DOWNEY-AMAZON-SUMMER ...171-8651-91435		236.71
VERIZON WIRELESS	9968685709	07/26/2024	REC & HSG-MOBILE SVC 6/11/...171-8650-91310		93.06
VERIZON WIRELESS	9968685709	07/26/2024	REC & HSG-MOBILE SVC 6/11/...171-8650-91310		46.53
<b>Fund 171 - PROP 49 GRANT Total:</b>					<b>2,660.01</b>
<b>Fund: 185 - SEWER MAINTENANCE</b>					
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	185-6310-90322	15.70
PETTY CASH-FINANCE DEPT	FY2324	06/30/2024	MISC PETTY CASH RECEIPTS 2...	185-9972-96210	50.00
MUNICIPAL MAINTENANCE E...	019251	06/30/2024	PW-FOOTAGE COUNTER ASSY	185-6310-91435	1,682.51
<b>Fund 185 - SEWER MAINTENANCE Total:</b>					<b>1,748.21</b>
<b>Fund: 189 - Prop.64 Grant -State</b>					
AMAZON CAPITAL SERVICES	1CK7-MPCF-4FTQ	06/30/2024	REC-FIELD SUPPLIES, GRANT F...	189-8659-91435	1,886.95
US BANK	062424150	06/24/2024	MCHENRY-FANDANGO-PAL ...	189-8659-91435	134.40
US BANK	062424151	06/24/2024	MCHENRY-FANDANGO-PAL ...	189-8659-91435	94.08
US BANK	062424152	06/24/2024	MCHENRY-REG FAIRFIELD-PAL...	189-8659-91435	52.80
US BANK	062424153	06/24/2024	MCHENRY-4IMPRINT-MERCH ...	189-8659-91435	756.32
US BANK	062424154	06/24/2024	MCHENRY-TICKETMASTER-BA...	189-8659-91435	193.35
US BANK	062424155	06/24/2024	MCHENRY-DAVE & BUSTERS-...	189-8659-91431	547.23
US BANK	062424156	06/24/2024	MCHENRY-DAVE & BUSTERS-...	189-8659-91431	547.23
US BANK	062424157	06/24/2024	MCHENRY-SAMS CLUB-PAL S...	189-8659-91435	174.71
US BANK	062424158	06/24/2024	MCHENRY-OAKLAND A'S-PARK...	189-8659-91435	30.00
US BANK	062424159	06/24/2024	MCHENRY-SAMS CLUB-PAL S...	189-8659-91435	95.28
ALL ABOUT A FARM ATTENDA...	051624-2	07/26/2024	REC-BOOKING FOR NATIONAL...	189-8659-91140	750.00
<b>Fund 189 - Prop.64 Grant -State Total:</b>					<b>5,262.35</b>
<b>Fund: 190 - DRAINAGE MAINT</b>					
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	190-6315-90322	7.85
PG&E	07182402	06/30/2024	1341287179-3	190-6315-91510	25.47
OLDCASTLE INFRASTRUCTURE-	S033737-2	06/30/2024	PW-CATCH BASIN FLTER INSE...	190-6315-91431	18,538.40
<b>Fund 190 - DRAINAGE MAINT Total:</b>					<b>18,571.72</b>
<b>Fund: 205 - PG&amp;E OBF</b>					
PG&E	07262411	07/26/2024	5833394946-7 & OBF LOAN	205-7505-94110	1,648.63
<b>Fund 205 - PG&amp;E OBF Total:</b>					<b>1,648.63</b>
<b>Fund: 300 - PARK DEV FD</b>					
GIANTS COMMUNITY FUND	INV0018	06/30/2024	ROGERS BROTHERS JUNIOR G...	300-6520-96420	53,333.00
<b>Fund 300 - PARK DEV FD Total:</b>					<b>53,333.00</b>
<b>Fund: 302 - Park Improvements</b>					
MELTON DESIGN GROUP, INC	006533	07/01/2024	REC-2570 MONTEBELLO VISTA...	302-9808-96310	17,475.00
<b>Fund 302 - Park Improvements Total:</b>					<b>17,475.00</b>
<b>Fund: 312 - POLICE FACILITY</b>					
AT&T	062324	07/01/2024	PD-MOTOROLA RADIO PROJ A...	312-9992-93121	2,081.65
AT&T	22005101	06/30/2024	PD-PUBLIC SAFETY TELECOM ...	312-9992-93121	872.22
<b>Fund 312 - POLICE FACILITY Total:</b>					<b>2,953.87</b>
<b>Fund: 420 - LAWLER-MAINT</b>					
NBS GOVT FINANCE GROUP	202406-2468	07/01/2024	LMD ADMIN QUARTERLY ADM...	420-6425-91140	745.39
MCKENZIE HARDWARE-PW	361838	06/30/2024	PW-TOOLS	420-6425-91435	150.34
APPLIED LANDSCAPE MATERI...	15084	07/19/2024	PW-CEDARSAFE CERT ENG PL...	420-6425-91435	1,094.62
US BANK	062424139	06/24/2024	GELUZ-IMPERIAL SPRINKLER-...	420-6425-91435	234.54
HORIZON	1X306258	06/30/2024	PW-IRRIGATION SUPPLIES	420-6425-91435	591.36
PG&E	07262412	07/26/2024	8709494497-9	420-6425-91515	860.92
HORIZON	1X306672	07/26/2024	PW-IRRIGATION CONTROLLER	420-6425-91435	1,110.01
GRN VLY ALOHA SAW & MOW...	83179	07/26/2024	PW-TRIMMER LINE, LOOP	420-6425-91435	981.99

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GRN VLY ALOHA SAW & MOW...	83183	07/26/2024	PW-ULTRA OIL	420-6425-91435	230.97
				<b>Fund 420 - LAWLER-MAINT Total:</b>	<b>6,000.14</b>
<b>Fund: 422 - MARINA VILL MAD</b>					
NBS GOVT FINANCE GROUP	202406-2468	07/01/2024	LMD ADMIN QUARTERLY ADM...	422-6423-91140	145.55
				<b>Fund 422 - MARINA VILL MAD Total:</b>	<b>145.55</b>
<b>Fund: 425 - BLOSSOM MAD</b>					
NBS GOVT FINANCE GROUP	202406-2468	07/01/2024	LMD ADMIN QUARTERLY ADM...	425-6430-91140	180.82
PG&E	07262413	07/26/2024	0238568480-4	425-6430-91515	18.69
				<b>Fund 425 - BLOSSOM MAD Total:</b>	<b>199.51</b>
<b>Fund: 430 - HERITAGE MAD</b>					
NBS GOVT FINANCE GROUP	202406-2468	07/01/2024	LMD ADMIN QUARTERLY ADM...	430-6435-91140	502.60
PG&E	07122400	06/30/2024	6865550673-8	430-6435-91515	122.89
US BANK	062424139	06/24/2024	GELUZ-IMPERIAL SPRINKLER...	430-6435-91435	234.54
				<b>Fund 430 - HERITAGE MAD Total:</b>	<b>860.03</b>
<b>Fund: 435 - MTBELLO-MAINT</b>					
NBS GOVT FINANCE GROUP	202406-2468	07/01/2024	LMD ADMIN QUARTERLY ADM...	435-6440-91140	366.73
PG&E	07122402	06/30/2024	2107672764-9	435-6440-91515	209.51
APPLIED LANDSCAPE MATERI...	15084	07/19/2024	PW-CEDARSAFE CERT ENG PL...	435-6440-91435	1,903.67
HORIZON	1X306163	06/30/2024	PW-RAINMASTER CONTROLLER	435-6440-91435	2,216.19
PG&E	07262411	07/26/2024	5833394946-7 & OBF LOAN	435-6440-91515	620.49
				<b>Fund 435 - MTBELLO-MAINT Total:</b>	<b>5,316.59</b>
<b>Fund: 445 - PETERSON-MAINT</b>					
NBS GOVT FINANCE GROUP	202406-2468	07/01/2024	LMD ADMIN QUARTERLY ADM...	445-6445-91140	377.53
PG&E	07122401	06/30/2024	1456836734-7	445-6445-91515	1,343.11
NEW IMAGE LANDSCAPE, INC.	420802	06/30/2024	PW-HERBICIDE APPLICATION ...	445-6445-91431	2,025.00
APPLIED LANDSCAPE MATERI...	15084	07/19/2024	PW-CEDARSAFE CERT ENG PL...	445-6445-91435	7,900.26
				<b>Fund 445 - PETERSON-MAINT Total:</b>	<b>11,645.90</b>
<b>Fund: 448 - RAILROAD AVE-AD</b>					
NBS GOVT FINANCE GROUP	202406-2468	07/01/2024	LMD ADMIN QUARTERLY ADM...	448-6456-91140	125.65
				<b>Fund 448 - RAILROAD AVE-AD Total:</b>	<b>125.65</b>
<b>Fund: 449 - VIC HAR-DREDGE</b>					
NBS GOVT FINANCE GROUP	202406-2468	07/01/2024	LMD ADMIN QUARTERLY ADM...	449-6449-91140	148.33
				<b>Fund 449 - VIC HAR-DREDGE Total:</b>	<b>148.33</b>
<b>Fund: 453 - VIC.HAR.ZONE-A</b>					
NBS GOVT FINANCE GROUP	202406-2468	07/01/2024	LMD ADMIN QUARTERLY ADM...	453-6453-91140	35.17
				<b>Fund 453 - VIC.HAR.ZONE-A Total:</b>	<b>35.17</b>
<b>Fund: 454 - VIC.HAR.ZONE-B</b>					
NBS GOVT FINANCE GROUP	202406-2468	07/01/2024	LMD ADMIN QUARTERLY ADM...	454-6454-91140	10.84
				<b>Fund 454 - VIC.HAR.ZONE-B Total:</b>	<b>10.84</b>
<b>Fund: 455 - VIC.HAR.ZONE-C</b>					
AMAZON CAPITAL SERVICES	11NK-Q4VL-9WQP	06/30/2024	PW-DELTA COVE FLAG	455-6455-91435	21.66
NBS GOVT FINANCE GROUP	202406-2468	07/01/2024	LMD ADMIN QUARTERLY ADM...	455-6455-91140	17.83
NBS GOVT FINANCE GROUP	202406-2468	07/01/2024	LMD ADMIN QUARTERLY ADM...	455-6455-91140	16.16
MCKENZIE HARDWARE-PW	361867	06/30/2024	PW-IRRIGATION SUPPLIES	455-6455-91435	144.23
PG&E	07262404	07/26/2024	0458895217-8	455-6455-91515	10.51
PG&E	07262405	07/26/2024	9622407317-9	455-6455-91510	45.39
PG&E	07262406	07/26/2024	3611998336-3	455-6455-91510	196.72
PG&E	07262409	07/26/2024	3271243624-8	455-6455-91510	90.05
PG&E	07262410	07/26/2024	9885875157-5	455-6455-91510	528.01
				<b>Fund 455 - VIC.HAR.ZONE-C Total:</b>	<b>1,070.56</b>
<b>Fund: 458 - VIC HAR-ZONE E</b>					
NBS GOVT FINANCE GROUP	202406-2468	07/01/2024	LMD ADMIN QUARTERLY ADM...	458-6458-91140	24.26
				<b>Fund 458 - VIC HAR-ZONE E Total:</b>	<b>24.26</b>
<b>Fund: 459 - VIC HAR-ZONE F</b>					
NBS GOVT FINANCE GROUP	202406-2468	07/01/2024	LMD ADMIN QUARTERLY ADM...	459-6459-91140	24.88
				<b>Fund 459 - VIC HAR-ZONE F Total:</b>	<b>24.88</b>

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<b>Fund: 460 - HWY12 LANDSCAPE</b>					
CALIFORNIA HWY ADOPTION C	724144	07/11/2024	HWY 12 MILEAGE MARKERS 4...	460-6326-91431	320.00
CALIFORNIA HWY ADOPTION C	724145	07/11/2024	HWY 12 MILEAGE MARKERS 4...	460-6326-91431	250.00
<b>Fund 460 - HWY12 LANDSCAPE Total:</b>					<b>570.00</b>
<b>Fund: 464 - MCCOY CREEK PAD</b>					
NBS GOVT FINANCE GROUP	202406-2468	07/01/2024	LMD ADMIN QUARTERLY ADM...	464-6464-91140	121.11
<b>Fund 464 - MCCOY CREEK PAD Total:</b>					<b>121.11</b>
<b>Fund: 506 - SSWA CONNECTION</b>					
WEST YOST & ASSOCIATES, INC	2057557	06/30/2024	SSWA WATER MASTER PLAN-...	506-5098-91140	6,563.00
WEST YOST & ASSOCIATES, INC	2058014	06/30/2024	SSWA WATER MASTER PLAN-...	506-5098-91140	2,267.50
<b>Fund 506 - SSWA CONNECTION Total:</b>					<b>8,830.50</b>
<b>Fund: 507 - SSWA OPER FUND</b>					
ASSISTANCE PLUS	52474	07/11/2024	UB-PROCESS WATER STATEM...	507-5076-91325	1,240.50
NBS GOVT FINANCE GROUP	202405-1964	06/30/2024	SSWA-WATER RATE STUDY P...	507-5076-93320	11,262.50
PG&E	07252400	06/30/2024	7340553288-5	507-5078-91510	25.46
NBS GOVT FINANCE GROUP	202407-2652	06/30/2024	SSWA WATER RATE STUDY PR...	507-5076-93320	7,550.00
<b>Fund 507 - SSWA OPER FUND Total:</b>					<b>20,078.46</b>
<b>Fund: 510 - SSWA REPLACEMEN</b>					
CORONA ENVIRONMENTAL C...	U-8082	06/30/2024	SSWA-PROJECT DBP STUDY P...	510-5073-91140	21,395.00
CORONA ENVIRONMENTAL C...	U-8241	06/30/2024	SSWA-PROJECT DBP STUDY P...	510-5073-91140	11,675.00
<b>Fund 510 - SSWA REPLACEMEN Total:</b>					<b>33,070.00</b>
<b>Fund: 705 - VEH/EQUIP-MAINT</b>					
RAMOS OIL COMPANY, INC	IN-0136505	06/30/2024	PW-RED DYED R99 RENEW DI...	705-6380-91445	863.37
HOLT OF CALIFORNIA	SW140069341	06/30/2024	PW-FIELD SERVICE/MAINTEN...	705-6380-91435	2,084.31
HOLT OF CALIFORNIA	SW140069342	06/30/2024	PW-FIELD SERVICE/MAINTEN...	705-6380-91435	1,241.06
NORTH BAY TRUCK CENTER	01S47651	07/19/2024	PW-ASPHALT ROLL UP COVER	705-6380-91430	551.37
NORTH BAY TRUCK CENTER	01S47651	07/19/2024	PW-ASPHALT ROLL UP COVER	705-6380-91440	371.72
US BANK	062424130	06/24/2024	GELUZ-ZIP THRU-MONTHLY C...	705-6380-91435	37.90
US BANK	062424131	06/24/2024	GELUZ-ZIP THRU-CREDIT FOR ...	705-6380-91435	-2.00
US BANK	062424135	06/24/2024	GELUZ-ZIP THRU-MONTHLY C...	705-6380-91435	19.95
AMAZON CAPITAL SERVICES	1KMW-69PJ-76Q9	06/30/2024	VARIOUS OFFICE, FIELD SUPPL...	705-6380-91435	60.31
RAMOS OIL COMPANY, INC	IN-0141044	07/26/2024	PW-RED DYED R99 RENEWAB...	705-6380-91445	655.30
<b>Fund 705 - VEH/EQUIP-MAINT Total:</b>					<b>5,883.29</b>
<b>Fund: 710 - NETWORK MAINT.</b>					
COMCAST	062424	07/01/2024	HIGH SPEED INTERNET 6/29/2...	710-3320-91310	158.52
DELL FINANCIAL SVCS LLC	3407365	07/01/2024	COMPUTER LEASE 7/5/24-8/4...	710-3320-91307	716.35
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	710-3320-90322	47.10
ESRI	94746580	07/11/2024	ARCGIS ANNUAL RENEWAL 7/...	710-3320-91305	11,754.93
CDW GOVERNMENT INC	SB05736	07/11/2024	IT-NINJA PRO BUNDLE, NET M...	710-3320-91305	3,611.68
NATIX, INC.	29281	06/30/2024	IPADS & KEYBOARDS-ROTH & ...	710-3320-93105	1,954.82
DELL FINANCIAL SVCS LLC	3476510	07/19/2024	COMPUTER LEASE CONTRACT...	710-3320-91307	716.35
US BANK	06242402	06/24/2024	ROBERTS-GODADDY.COM-RG...	710-3320-91305	36.16
US BANK	06242403	06/24/2024	ROBERTS-CDW G-NETWORK ...	710-3320-93130	721.47
US BANK	06242405	06/24/2024	ROBERTS-CDW G-NETWORK ...	710-3320-93130	1,246.27
US BANK	06242406	06/24/2024	ROBERTS-AMAZON-WILL BE D...	710-3320-91435	37.70
US BANK	06242408	06/24/2024	ROBERTS-APPLE.COM-APPLE ...	710-3320-91435	128.97
US BANK	06242409	06/24/2024	ROBERTS-APPLE.COM-10 APP...	710-3320-93105	128.97
AMAZON CAPITAL SERVICES	1KMW-69PJ-76Q9	06/30/2024	VARIOUS OFFICE, FIELD SUPPL...	710-3320-91435	447.84
AMAZON CAPITAL SERVICES	1KMW-69PJ-76Q9	06/30/2024	VARIOUS OFFICE, FIELD SUPPL...	710-3320-93110	761.43
COMCAST	207793538	06/30/2024	ETHERNET SERVICE THROUGH...	710-3320-91310	789.22
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	710-3320-91310	38.01
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	710-3320-91310	46.53
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	710-3320-91310	45.68
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	710-3320-91310	6.23
CDW GOVERNMENT INC	SJ33681	07/26/2024	IT-UBIQUITI UNIFI 48PT POE ...	710-3320-93130	6,181.06
<b>Fund 710 - NETWORK MAINT. Total:</b>					<b>29,575.29</b>
<b>Fund: 712 - DISPATCH -P/S</b>					
AMAZON CAPITAL SERVICES	1MLN-JK6R-NGP9	06/28/2024	PD-HEADSETS	712-2312-93130	352.20

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EVERBRIDGE, INC	M82086	07/01/2024	PD-NIXLE ENGAGE 6/24/24-6/...	712-2312-91305	4,500.00
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	712-2312-90322	157.00
DEBORAH FAYE LOPEZ	070824	07/11/2024	PD-BACKGROUND INVESTIGA...	712-2312-90500	200.00
AMAZON CAPITAL SERVICES	1H7C-HYNN-K7TK	07/11/2024	PD-HIGHLIGHTERS, DRY ERASE...	712-2312-93120	16.11
AMAZON CAPITAL SERVICES	1KMW-69PJ-J6TJ	07/11/2024	PD-RIBBON, RAFFLE TICKETS, ...	712-2312-93120	98.14
AMAZON CAPITAL SERVICES	1P9L-XDXD-4CQ7	07/11/2024	PD-AIR CONDITIONER	712-2312-93110	144.13
LEXISNEXIS COPLOGIC SOLUT	806829-20240630	06/30/2024	PD-DESKOFFICER ONLINE REP...	712-2312-91305	988.80
US BANK	062424140	06/24/2024	KENT-CCUG-	712-2312-90501	-35.00
DEBORAH FAYE LOPEZ	071224	07/26/2024	PD-POST BACKGROUND INVE...	712-2312-90500	487.00
VERIZON WIRELESS	9968685703	07/26/2024	PD-MOBILE SERVICE 6/11/24-...	712-2312-91305	2,470.53
VERIZON WIRELESS	9968874501	07/26/2024	PD-MOBILE SERVICE 6/13/24-7...	712-2312-91305	114.03
<b>Fund 712 - DISPATCH -P/S Total:</b>					<b>9,492.94</b>

**Fund: 713 - PW MAINT-I.S.**

WEX INC	97802800	06/30/2024	GAS USAGE 5/24/24-6/23/24 ...	713-6395-91445	4,524.56
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	713-6395-90322	157.00
CINTAS CORPORATION #2	4197823358	07/11/2024	PW-UNIFORMS & BUILDING ...	713-6395-91415	33.03
CINTAS CORPORATION #2	4197823358	07/11/2024	PW-UNIFORMS & BUILDING ...	713-6395-91455	414.90
IN HOUSE LEASING, INCORPO	4801	07/11/2024	COPIER LEASE-VARIOUS DEPTS..	713-6395-91325	108.30
ALKAR	15440100	06/30/2024	PW-TEMP WORKERS-WEEK E...	713-6395-90125	2,301.75
ALKAR	1544067	06/30/2024	PW-TEMP WORKERS WK END ...	713-6395-90125	1,297.35
ALKAR	1544134	06/30/2024	PW-TEMP WORKERS WK END ...	713-6395-90125	2,887.65
ALKAR	1544181	06/30/2024	PW-TEMP WORKER WEEK END..	713-6395-90125	1,129.95
PG&E	07182401	06/30/2024	8851579248-1	713-6395-91510	7.36
MCKENZIE HARDWARE-PW	361775	06/30/2024	PW-DUCT TAPE	713-6395-91435	10.83
FAIRFIELD SAFE & LOCK CO	227826	07/19/2024	PW-HAZMAT SHED LOCK	713-6395-91435	255.21
CINTAS CORPORATION #2	4198487023	07/19/2024	PW-UNIFORMS & BUILDING ...	713-6395-91415	33.03
CINTAS CORPORATION #2	4198487023	07/19/2024	PW-UNIFORMS & BUILDING ...	713-6395-91455	407.98
US BANK	06242410	06/24/2024	HERROD-COSTCO-PW WEEK B...	713-6395-91435	914.50
US BANK	06242411	06/24/2024	HERROD-WALMART-WATER F...	713-6395-91455	203.72
US BANK	06242412	06/24/2024	HERROD-STAPLES-COFFEE	713-6395-91300	37.79
US BANK	062424127	06/24/2024	GELUZ-LANDSCAPE COMM EV...	713-6395-90501	685.00
US BANK	062424128	06/24/2024	GELUZ-LANDSCAPE COMM-E...	713-6395-90501	685.00
US BANK	062424129	06/24/2024	GELUZ-LANDSCAPE COMM EV...	713-6395-90501	685.00
US BANK	06242460	06/24/2024	VUE-SMART & FINAL-PW WEE...	713-6395-91435	71.09
US BANK	06242461	06/24/2024	VUE-WALMART-PWE TEAM B...	713-6395-91435	133.21
READYREFRESH BY NESTLE	14G2770400014	06/30/2024	PW-WATER SVC 6/7/24-7/6/24	713-6395-91435	278.00
J.J.R. ENTERPRISES, INC	4122140	06/30/2024	COPIER USAGE 6/9/24-7/8/24...	713-6395-91325	49.27
ALKAR	1544211	07/26/2024	PW-TEMP WORK WE 7/7/24-...	713-6395-90125	3,159.68
ALKAR	1544276	07/26/2024	PW-TEMP WORK WE 7/14-CO...	713-6395-90125	5,063.86
CINTAS CORPORATION #2	4199193097	07/26/2024	PW-UNIFORMS & BUILDING ...	713-6395-91415	33.03
CINTAS CORPORATION #2	4199193097	07/26/2024	PW-UNIFORMS & BUILDING ...	713-6395-91455	394.27
AIRGAS USA, LLC	5509310126	07/26/2024	PW-CYLINDER RENTALS	713-6395-91435	288.28
VERIZON WIRELESS	9968685704	07/26/2024	PW-MOBILE SERVICE 6/11/24...	713-6395-91310	798.47
<b>Fund 713 - PW MAINT-I.S. Total:</b>					<b>27,049.07</b>

**Fund: 715 - LIAB INS RESERV**

CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	715-1770-90322	15.70
PLAN JPA	INV0052	06/30/2024	GENERAL LIABILITY CLAIMS-M...	715-1770-91925	2,544.46
ALIOTO'S GARAGE	2024-156	06/30/2024	FIRE-REPAIRS ON 2016 CHEVY...	715-1770-91430	2,703.62
PLAN JPA	PLAN-0107	06/30/2024	GENERAL LIABILITY CLAIMS-J...	715-1770-91925	5,677.43
PLAN JPA	INV0083	07/19/2024	2024/25 MEMBER CONTRIBUT..	715-1770-91345	1,302,686.00
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	715-1770-91310	15.35
<b>Fund 715 - LIAB INS RESERV Total:</b>					<b>1,313,642.56</b>

**Fund: 750 - WRKERS COMP INS**

ATHENS INSURANCE SERVICE,	36136	07/01/2024	MONTHLY FEE-JULY 2024/AN...	750-1780-91140	2,582.58
ATHENS INSURANCE SERVICE,	36136	07/01/2024	MONTHLY FEE-JULY 2024/AN...	750-1780-91140	2,500.00
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	750-1780-90322	32.97
ATHENS INSURANCE SERVICE,	117	06/30/2024	REPLENISHMENT WORKERS C...	750-1780-91925	22,315.54
ATHENS INSURANCE SERVICE,	118	06/30/2024	PREFUND WORKERS COMP F...	750-1780-91925	13,625.63
AMAZON CAPITAL SERVICES	1CK7-MPCF-7L1Y	06/30/2024	WELLNESS SUPPLIES	750-1780-90355	6,789.48

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AMAZON CAPITAL SERVICES	1XHF-RK11-6VF6	06/30/2024	ADJUSTABLE DESKTOP RISER, ...	750-1780-90355	2,725.59
ATHENS INSURANCE SERVICE,	36470	07/26/2024	MONTHLY FEE-AUGUST 2024	750-1780-91140	2,582.58
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	750-1780-91310	14.89
<b>Fund 750 - WRKERS COMP INS Total:</b>					<b>53,169.26</b>
<b>Fund: 808 - SB1186</b>					
AZTEKA FOODS	25673	06/30/2024	REFUND-BUS LIC #25673-DEN...	808-4808-71620	4.00
CALI-PLUS-TAQUERIA	25848	06/30/2024	BL 25848-REFUND, NO MORE ...	808-4808-71620	4.00
<b>Fund 808 - SB1186 Total:</b>					<b>8.00</b>
<b>Fund: 901 - SA/ADMIN FUND</b>					
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	901-3511-90322	161.71
AT&T	21964305	06/30/2024	707-421-7309	901-3511-91310	209.36
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	901-3511-91310	2.33
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	901-3511-91310	6.23
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	901-3511-91310	4.15
<b>Fund 901 - SA/ADMIN FUND Total:</b>					<b>383.78</b>
<b>Fund: 902 - RDA OBLIGATION</b>					
DEPT OF PARKS AND RECREAT	J239121B	07/01/2024	MARINA REHAB LOAN #91-10...	902-05547	98,315.88
DEPT OF PARKS AND RECREAT	J239121B	07/01/2024	MARINA REHAB LOAN #91-10...	902-7509-94210	128,579.12
DEPT OF PARKS AND RECREAT	J2395127	07/01/2024	MARINA REHAB LOAN #94-5-...	902-05547	29,030.48
DEPT OF PARKS AND RECREAT	J2395127	07/01/2024	MARINA REHAB LOAN #94-5-...	902-7509-94210	58,214.52
<b>Fund 902 - RDA OBLIGATION Total:</b>					<b>314,140.00</b>
<b>Fund: 903 - SA-HOUSING</b>					
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	903-3514-90322	78.50
VACAVILLE TOW INC	24-7461	07/26/2024	HSG-REMOVE MOTORHOME ...	903-3514-91431	1,300.00
VERIZON WIRELESS	9968685705	07/26/2024	ADMIN-MOBILE SVC 6/11/24-...	903-3514-91310	4.15
<b>Fund 903 - SA-HOUSING Total:</b>					<b>1,382.65</b>
<b>Fund: 908 - RDA ASSET MGMT</b>					
REPUBLIC SERVICES #846	112309864	07/11/2024	GARBAGE SVCS-177 MAIN ST ...	908-3361-91520	316.59
PG&E	07122405	06/30/2024	5178857298-3	908-3361-91510	35.27
PG&E	07122405	06/30/2024	5178857298-3	908-3361-91510	1,392.19
PG&E	07122405	06/30/2024	5178857298-3	908-3362-91510	18.30
<b>Fund 908 - RDA ASSET MGMT Total:</b>					<b>1,762.35</b>
<b>Fund: 909 - MARINA</b>					
REPUBLIC SERVICES #846	112309870	07/11/2024	GARBAGE SVCS-800 KELLOGG ...	909-8910-91520	335.26
REPUBLIC SERVICES #846	112309871	07/11/2024	GARBAGE SVCS-703 B CIVIC C...	909-8910-91520	164.42
REPUBLIC SERVICES #846	112309872	07/11/2024	GARBAGE SVCS-1200 KELLOGG..	909-8910-91520	246.63
SUPERIOR BUILDING SERVICE	45203	06/30/2024	MARINA JANITORIAL SVCS-JU...	909-8910-91425	1,060.00
AT&T	21964299	06/30/2024	707-421-1486	909-8910-91310	27.56
AT&T	21964307	06/30/2024	707-421-7313	909-8910-91310	42.07
MCKENZIE HARDWARE-M	361908	06/30/2024	MARINA-FLAG	909-8910-91435	37.09
AMAZON CAPITAL SERVICES	1VWY-PY49-9CNR	07/19/2024	MARINA-CLEANING SUPPLIES	909-8910-91435	42.40
AMAZON CAPITAL SERVICES	1VWY-PY49-C1XF	07/19/2024	MARINA-MISC FIELD SUPPLIES	909-8910-91435	304.37
US BANK	06242432	06/24/2024	HULL-PARK MOBILE-PARKING ...	909-8910-90501	21.85
US BANK	06242433	06/24/2024	HULL-PARK MOBILE-PARKING ...	909-8910-90501	8.73
JANET HULL	072324	07/26/2024	BASIC FSA 2023 U	909-8910-90350	46.04
PG&E	07262407	07/26/2024	9268373134-0	909-8910-91510	1,311.59
PG&E	07262408	07/26/2024	9226706470-4	909-8910-91510	51.92
VERIZON WIRELESS	9968685709	07/26/2024	REC & HSG-MOBILE SVC 6/11/...	909-8910-91310	46.53
<b>Fund 909 - MARINA Total:</b>					<b>3,746.46</b>
<b>Fund: 919 - MARINA FUEL</b>					
IEC SERVICES	29737-1	07/11/2024	LABOR & DELIVERY CHARGES ...	919-8920-91445	461.10
IEC SERVICES	29190-1	06/30/2024	MARINA-LABOR & DELIERY C...	919-8920-91445	795.69
<b>Fund 919 - MARINA FUEL Total:</b>					<b>1,256.79</b>
<b>Fund: 932 - SECTION8 CHOICE</b>					
CITY OF SUISUN HOUSING AU...	DM0000617	07/01/2024	TO COVER HOUSNG AP	932-01001	342,713.21
<b>Fund 932 - SECTION8 CHOICE Total:</b>					<b>342,713.21</b>

Expense Approval Report

Payment Dates: 7/1/2024 - 7/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 945 - HSG AUTH/ADMIN</b>					
CAL PERS RETIREMENT SYSTEM	DM0000632	07/09/2024	JULY 2024 PREMIUMS	945-3490-90322	39.25
OFFICE DEPOT	369155310001	06/30/2024	OFFICE SUPPLIES FOR VARIOU...	945-3490-91300	8.39
FLYERS ENERGY, LLC	3876618	06/30/2024	CAS USAGE 6/1/24-6/15/24 P...	945-3490-91445	75.50
AT&T	21964309	06/30/2024	707-421-7330	945-3490-91310	106.99
J.J.R. ENTERPRISES, INC	4121443	06/30/2024	PRINTER USAGE 6/10/24-7/9/...	945-3490-91325	124.33
VERIZON WIRELESS	9968685708	07/26/2024	HOUSING-MOBILE SVC 6/11/2...	945-3490-91310	1.29
VERIZON WIRELESS	9968685709	07/26/2024	REC & HSG-MOBILE SVC 6/11/...	945-3490-91310	41.53
<b>Fund 945 - HSG AUTH/ADMIN Total:</b>					<b>397.28</b>
<b>Grand Total:</b>					<b>2,863,452.26</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
010 - GENERAL FUND	515,110.14
050 - 4TH OF JULY EVENTS	8,812.73
052 - EVENTS-OTHERS	2,606.54
053 - FIREWORKS-ENF	5,045.93
105 - ALL GAS TAXES	6,180.54
115 - TRANS.CIP FUNDS	20.21
117 - TRAIN DEPOT O&M	1,565.01
120 - OSSIP	4,476.25
167 - ARP-AMER RESCUE	23,101.71
171 - PROP 49 GRANT	2,660.01
185 - SEWER MAINTENANCE	1,748.21
189 - Prop.64 Grant -State	5,262.35
190 - DRAINAGE MAINT	18,571.72
205 - PG&E OBF	1,648.63
300 - PARK DEV FD	53,333.00
302 - Park Improvements	17,475.00
312 - POLICE FACILITY	2,953.87
420 - LAWLER-MAINT	6,000.14
422 - MARINA VILL MAD	145.55
425 - BLOSSOM MAD	199.51
430 - HERITAGE MAD	860.03
435 - MTBELLO-MAINT	5,316.59
445 - PETERSON-MAINT	11,645.90
448 - RAILROAD AVE-AD	125.65
449 - VIC HAR-DREDGE	148.33
453 - VIC.HAR.ZONE-A	35.17
454 - VIC.HAR.ZONE-B	10.84
455 - VIC.HAR.ZONE-C	1,070.56
458 - VIC HAR-ZONE E	24.26
459 - VIC HAR-ZONE F	24.88
460 - HWY12 LANDSCAPE	570.00
464 - MCCOY CREEK PAD	121.11
506 - SSWA CONNECTION	8,830.50
507 - SSWA OPER FUND	20,078.46
510 - SSWA REPLACEMENT	33,070.00
705 - VEH/EQUIP-MAINT	5,883.29
710 - NETWORK MAINT.	29,575.29
712 - DISPATCH -P/S	9,492.94
713 - PW MAINT-I.S.	27,049.07
715 - LIAB INS RESERV	1,313,642.56
750 - WRKERS COMP INS	53,169.26
808 - SB1186	8.00
901 - SA/ADMIN FUND	383.78
902 - RDA OBLIGATION	314,140.00
903 - SA-HOUSING	1,382.65
908 - RDA ASSET MGMT	1,762.35
909 - MARINA	3,746.46
919 - MARINA FUEL	1,256.79
932 - SECTION8 CHOICE	342,713.21
945 - HSG AUTH/ADMIN	397.28
<b>Grand Total:</b>	<b>2,863,452.26</b>

## Account Summary

Account Number	Account Name	Payment Amount
010-01108	PREPAID POSTAGE EXPE...	2,037.50
010-01142	PREPAID COPIER EXPEN...	3,964.91
010-04456	PERS HEALTH BENEFITS ...	149,991.00

## Account Summary

Account Number	Account Name	Payment Amount
010-04491	DAMAGE DEP-REC & SR ...	3,250.00
010-04683	HWY12-PENNSYLVANIA-...	172.44
010-1010-90501	TRAVEL TRAINING	1,485.98
010-1010-91300	Office Supplies	62.39
010-1010-91310	Phone Svc/Intrn	227.87
010-1010-93210	Travel & Train.	650.00
010-1015-91335	Board/Comm. Exp	400.00
010-1710-90322	Retiree Health	106.76
010-1710-91300	Office Supplies	312.22
010-1710-91310	Phone Svc/Intrn	235.89
010-1750-90125	Temp Agency	5,781.62
010-1750-90322	Retiree Health	12.56
010-1750-91140	Othr Prof. Svc	1,252.50
010-1750-91300	Office Supplies	38.52
010-1750-91305	Sftwre/Srv Agre	4,078.00
010-1750-91310	Phone Svc/Intrn	13.96
010-1750-91435	Field Supplies	164.37
010-1750-93105	E-GADGETS OTHER	128.97
010-1750-93220	Membership/Dues	300.00
010-1810-90322	Retiree Health	94.20
010-1810-91310	Phone Svc/Intrn	8.31
010-1810-91320	Postage	30.45
010-1810-93105	E-GADGETS OTHER	128.97
010-1815-91310	Phone Svc/Intrn	2.08
010-1820-73110	Business License	125.00
010-1820-90322	Retiree Health	397.21
010-1820-91130	Financial Audit	5,500.00
010-1820-91140	Othr Prof. Svc	123.21
010-1820-91300	Office Supplies	54.21
010-1820-91305	Sftwre/Srv Agre	8,326.63
010-1820-91310	Phone Svc/Intrn	33.22
010-1820-91325	Prntng/Copy Exp	13.97
010-1820-91350	Bank Fees/Chgs.	140.96
010-1820-91435	Field Supplies	26.70
010-1830-90322	Retiree Health	196.25
010-1830-91300	Office Supplies	194.18
010-1830-91305	Sftwre/Srv Agre	1,710.42
010-1830-91310	Phone Svc/Intrn	340.32
010-1830-91320	Postage	3,429.94
010-1830-91350	Bank Fees/Chgs.	17,076.51
010-1830-91431	Othr Cntrct Svc	1,017.30
010-1830-91435	Field Supplies	17.79
010-1910-91140	Othr Prof. Svc	7,754.01
010-1910-91325	Prntng/Copy Exp	4.76
010-1910-91330	Advertising	112.38
010-1910-91355	Admin Fee	534.50
010-1910-93220	Membership/Dues	6,365.00
010-1910-93310	Prof.Studies	753.00
010-2310-90322	Retiree Health	314.00
010-2310-90501	TRAVEL TRAINING	566.34
010-2310-91300	Office Supplies	81.23
010-2310-91305	Sftwre/Srv Agre	40,233.97
010-2310-91310	Phone Svc/Intrn	2,090.48
010-2310-91325	Prntng/Copy Exp	1,279.48
010-2310-91330	Advertising	324.00
010-2310-91431	Othr Cntrct Svc	15,674.43
010-2310-91435	Field Supplies	1,982.60
010-2310-91445	Gas/Diesel/Oil	4,922.45

## Account Summary

Account Number	Account Name	Payment Amount
010-2310-91455	Unif/Cloth/Sfty	1,915.69
010-2326-90322	Retiree Health	157.00
010-2326-90500	PHY/BACKGROUNDS	385.00
010-2326-91310	Phone Svc/Intrn	41.53
010-2326-91455	Unif/Cloth/Sfty	263.22
010-2350-90322	Retiree Health	785.00
010-2350-91140	Othr Prof. Svc	629.06
010-2350-91230	Reimb/Othr Govt	7,993.73
010-2350-91350	Bank Fees/Chgs.	49.95
010-2350-91435	Field Supplies	372.33
010-2350-91455	Unif/Cloth/Sfty	520.00
010-2350-92315	Veh/Eqp Rental	37,399.94
010-2350-93120	Field Equipment	9,102.83
010-2350-93215	POST Training	201.59
010-2600-91300	Office Supplies	33.59
010-2600-91310	Phone Svc/Intrn	1,754.88
010-2600-91325	Prntng/Copy Exp	545.43
010-2600-93105	E-GADGETS OTHER	1,954.82
010-2600-93220	Membership/Dues	225.00
010-2610-90322	Retiree Health	314.00
010-2610-90324	Vol. FF Benefit	1,541.80
010-2610-90501	TRAVEL TRAINING	1,717.23
010-2610-91300	Office Supplies	382.55
010-2610-91305	Sftwre/Srv Agre	1,440.00
010-2610-91415	Cntrct Svc/Bldg	859.00
010-2610-91430	Cntrct Svc/Eqpt	3,361.50
010-2610-91435	Field Supplies	2,052.19
010-2610-91440	Auto Parts/Supp	462.63
010-2610-91445	Gas/Diesel/Oil	2,483.41
010-2610-93120	Field Equipment	223.37
010-2620-91305	Sftwre/Srv Agre	119.99
010-2620-91350	Bank Fees/Chgs.	8.97
010-2620-91435	Field Supplies	487.98
010-2620-93330	Mktg & Promos	900.50
010-3310-73110	Business License	92.40
010-3310-90125	Temp Agency	2,573.75
010-3310-90322	Retiree Health	15.70
010-3310-91140	Othr Prof. Svc	59,596.43
010-3310-91300	Office Supplies	12.56
010-3310-91310	Phone Svc/Intrn	202.00
010-3310-91445	Gas/Diesel/Oil	172.84
010-3310-93105	Bldg & Safety-E-Gadgets/...	128.97
010-3350-90501	TRAVEL TRAINING	136.44
010-3350-91300	Office Supplies	368.42
010-3350-91310	Phone Svc/Intrn	83.06
010-3350-91415	Cntrct Svc/Bldg	1,983.00
010-3350-91425	Cntrct Svc/Jant	7,390.00
010-3350-91430	Cntrct Svc/Eqpt	376.47
010-3350-91431	Othr Cntrct Svc	146.00
010-3350-91435	Field Supplies	2,475.82
010-3350-91455	Unif/Cloth/Sfty	1,081.32
010-3350-91510	PG&E/Gas & Elec	85.32
010-3350-91520	Garbage Fees	84.26
010-3350-93140	Major Fac Reprs	5,517.47
010-3363-90160	Salary Transfrs	210.00
010-3363-91520	Garbage Fees	4,974.03
010-3410-90322	Retiree Health	172.70
010-3410-91300	Office Supplies	12.56

## Account Summary

Account Number	Account Name	Payment Amount
010-3410-91310	Phone Svc/Intrn	51.64
010-3415-91455	Unif/Cloth/Sfty	20.00
010-3505-90322	Retiree Health	86.35
010-3505-91310	Phone Svc/Intrn	47.76
010-3505-91465	Leases/Rentals	200.00
010-3505-93105	E-GADGETS OTHER	128.97
010-3505-93220	Membership/Dues	14,724.00
010-6005-90322	Retiree Health	14.13
010-6007-90322	Retiree Health	31.40
010-6010-90160	Salary Transfrs	-210.00
010-6010-90322	Retiree Health	12.56
010-6010-90501	TRAVEL TRAINING	87.50
010-6010-91300	Office Supplies	12.56
010-6010-91310	Phone Svc/Intrn	103.88
010-6010-91325	Prntng/Copy Exp	1.52
010-6010-91435	Field Supplies	70.27
010-6010-93105	Phones & Electronic Gad...	741.31
010-6320-91435	Field Supplies	877.30
010-6330-91435	Field Supplies	15,174.61
010-8610-77510	Rec Progm Fees	25.00
010-8610-90500	PHY/BACKGROUNDS	250.00
010-8610-91140	Othr Prof. Srvc	787.00
010-8610-91300	Office Supplies	64.37
010-8610-91310	Phone Svc/Intrn	589.35
010-8610-91325	Prntng/Copy Exp	592.37
010-8610-91350	Bank Fees/Chgs.	30.59
010-8610-91445	Gas/Diesel/Oil	410.91
010-8610-93220	Membership/Dues	570.00
010-8618-91435	Field Supplies	260.67
010-8670-91435	Field Supplies	1,601.45
010-8680-91140	Othr Prof. Srvc	161.95
010-8680-91415	Cntrct Svc/Bldg	142.32
010-8680-91435	Field Supplies	6,921.48
010-8680-93120	Field Equipment	91.98
010-8750-75220	Room Rentls/Rec	205.00
010-8750-91415	Cntrct Svc/Bldg	160.00
010-8750-91435	Field Supplies	2,732.67
010-8750-91510	PG&E/Gas & Elec	1,269.67
010-8760-91300	Office Supplies	175.88
010-8760-91310	Phone Svc/Intrn	81.01
010-8760-91435	Field Supplies	585.56
050-01118	PREPAID EXPENSE	1,623.25
050-8815-91140	Othr Prof. Srvc	4,077.17
050-8815-91330	Advertising	2,056.54
050-8815-91435	Field Supplies	1,055.77
052-8817-91140	Othr Prof. Srvc	2,000.00
052-8817-91435	Field Supplies	606.54
053-8819-91435	Field Supplies	5,045.93
105-6320-90322	Retiree Health	31.40
105-6320-91435	Field Supplies	5,642.38
105-6320-91515	PG&E/St Lights	506.76
115-9920-96310	CIP	20.21
117-3355-91415	Cntrct Svc/Bldg	330.00
117-3355-91435	Field Supplies	1,235.01
120-6515-93310	Prof.Studies	4,476.25
167-1917-93105	E-GADGETS OTHER	644.81
167-1917-96440	ERP SYSTEM	8,206.90
167-6017-91435	Field Supplies	14,250.00

## Account Summary

Account Number	Account Name	Payment Amount
171-8650-91310	Phone Svc/Intrn	139.59
171-8651-91435	Prop 49-ASES Relief III-Fi...	2,520.42
185-6310-90322	Retiree Health	15.70
185-6310-91435	Field Supplies	1,682.51
185-9972-96210	Capital Design	50.00
189-8659-91140	Othr Prof. Srvc	750.00
189-8659-91431	Othr Cntrct Svc	1,094.46
189-8659-91435	Field Supplies	3,417.89
190-6315-90322	Retiree Health	7.85
190-6315-91431	Othr Cntrct Svc	18,538.40
190-6315-91510	PG&E/Gas & Elec	25.47
205-7505-94110	Principal - PG&E OBF	1,648.63
300-6520-96420	PARK DEVELOPMENT-CIP	53,333.00
302-9808-96310	Park Imprvt-Montebello...	17,475.00
312-9992-93121	Field Equip >5k	2,953.87
420-6425-91140	Othr Prof. Srvc	745.39
420-6425-91435	Field Supplies	4,393.83
420-6425-91515	PG&E/St Lights	860.92
422-6423-91140	Othr Prof. Srvc	145.55
425-6430-91140	Othr Prof. Srvc	180.82
425-6430-91515	PG&E/St Lights	18.69
430-6435-91140	Othr Prof. Srvc	502.60
430-6435-91435	Field Supplies	234.54
430-6435-91515	PG&E/St Lights	122.89
435-6440-91140	Othr Prof. Srvc	366.73
435-6440-91435	Field Supplies	4,119.86
435-6440-91515	PG&E/St Lights	830.00
445-6445-91140	Othr Prof. Srvc	377.53
445-6445-91431	Othr Cntrct Svc	2,025.00
445-6445-91435	Field Supplies	7,900.26
445-6445-91515	PG&E/St Lights	1,343.11
448-6456-91140	Othr Prof. Srvc	125.65
449-6449-91140	Othr Prof. Srvc	148.33
453-6453-91140	Othr Prof. Srvc	35.17
454-6454-91140	Othr Prof. Srvc	10.84
455-6455-91140	Othr Prof. Srvc	33.99
455-6455-91435	Field Supplies	165.89
455-6455-91510	PG&E/Gas & Elec	860.17
455-6455-91515	PG&E/St Lights	10.51
458-6458-91140	Othr Prof. Srvc	24.26
459-6459-91140	Othr Prof. Srvc	24.88
460-6326-91431	Othr Cntrct Svc	570.00
464-6464-91140	Othr Prof. Srvc	121.11
506-5098-91140	Othr Prof. Srvc	8,830.50
507-5076-91325	Printing/copy	1,240.50
507-5076-93320	Rate&Fee Study	18,812.50
507-5078-91510	PG&E/Gas & Elec	25.46
510-5073-91140	Corona Evaluation Phase...	33,070.00
705-6380-91430	Cntrct Svc/Eqpt	551.37
705-6380-91435	Field Supplies	3,441.53
705-6380-91440	Auto Parts/Supp	371.72
705-6380-91445	Gas/Diesel/Oil	1,518.67
710-3320-90322	Retiree Health	47.10
710-3320-91305	Sftwre/Srv Agre	15,402.77
710-3320-91307	COMPUTER LEASE	1,432.70
710-3320-91310	Phone Svc/Intrn	1,084.19
710-3320-91435	Field Supplies	614.51
710-3320-93105	E-GADGETS OTHER	2,083.79

## Account Summary

Account Number	Account Name	Payment Amount
710-3320-93110	Ofc Furnishings	761.43
710-3320-93130	Comptr Eq/Softw	8,148.80
712-2312-90322	Retiree Health	157.00
712-2312-90500	PHY/BACKGROUNDS	687.00
712-2312-90501	TRAVEL TRAINING	-35.00
712-2312-91305	Sftwre/Srv Agre	8,073.36
712-2312-93110	Ofc Furnishings	144.13
712-2312-93120	Field Equipment	114.25
712-2312-93130	Comptr Eq/Softw	352.20
713-6395-90125	Temp Agency	15,840.24
713-6395-90322	Retiree Health	157.00
713-6395-90501	TRAVEL TRAINING	2,055.00
713-6395-91300	Office Supplies	37.79
713-6395-91310	Phone Svc/Intrn	798.47
713-6395-91325	Prntng/Copy Exp	157.57
713-6395-91415	Cntrct Svc/Bldg	99.09
713-6395-91435	Field Supplies	1,951.12
713-6395-91445	Gas/Diesel/Oil	4,524.56
713-6395-91455	Unif/Cloth/Sfty	1,420.87
713-6395-91510	PG&E/Gas & Elec	7.36
715-1770-90322	Retiree Health	15.70
715-1770-91310	Phone Svc/Intrn	15.35
715-1770-91345	Insurance Exp.	1,302,686.00
715-1770-91430	LIAB INS SERV.-Claim Re...	2,703.62
715-1770-91925	Ins Prcd/Paymts	8,221.89
750-1780-90322	Retiree Health	32.97
750-1780-90355	WELLNESS- W/C	9,515.07
750-1780-91140	Othr Prof. Srvc	7,665.16
750-1780-91310	Phone Svc/Intrn	14.89
750-1780-91925	Ins Prcd/Paymts	35,941.17
808-4808-71620	FEE-TAXES-ASSMT	8.00
901-3511-90322	Retiree Health	161.71
901-3511-91310	Phone Svc/Intrn	222.07
902-05547	LOANS PAYABLE-MARIN...	127,346.36
902-7509-94210	Interest Exp	186,793.64
903-3514-90322	Retiree Health	78.50
903-3514-91310	Phone Svc/Intrn	4.15
903-3514-91431	Othr Cntrct Svc	1,300.00
908-3361-91510	PG&E/Gas & Elec	1,427.46
908-3361-91520	Garbage Fees	316.59
908-3362-91510	PG&E/Gas & Elec	18.30
909-8910-90350	Othr Emplye Ben	46.04
909-8910-90501	TRAVEL TRAINING	30.58
909-8910-91310	Phone Svc/Intrn	116.16
909-8910-91425	Cntrct Svc/Jant	1,060.00
909-8910-91435	Field Supplies	383.86
909-8910-91510	PG&E/Gas & Elec	1,363.51
909-8910-91520	Garbage Fees	746.31
919-8920-91445	Gas/Diesel/Oil	1,256.79
932-01001	HOUSING AUTH.--BANK ...	342,713.21
945-3490-90322	Retiree Health	39.25
945-3490-91300	Office Supplies	8.39
945-3490-91310	Phone Svc/Intrn	149.81
945-3490-91325	Prntng/Copy Exp	124.33
945-3490-91445	Gas/Diesel/Oil	75.50
	<b>Grand Total:</b>	<b>2,863,452.26</b>

**Project Account Summary**

Project Account Key  
\*\*None\*\*

Payment Amount  
2,863,452.26  
2,863,452.26

Grand Total:



**INVESTMENT REPORT  
FOR THE QUARTER  
ENDED JUNE 30, 2024**

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COO & Registered Investment Advisor  
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by Optimized Investment Partners, LLC

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## PERFORMANCE SUMMARY SNAPSHOT

**TOTAL INTEREST EARNINGS FOR THE QUARTER: \$479,573**

### ESTIMATED EARNINGS BY MONTH

Interest Earnings	FY2023	FY2024	Change
Apr		\$ 159,316	
May		\$ 160,607	
Jun		\$ 159,650	
Total for Quarter	\$ -	\$ 479,573	

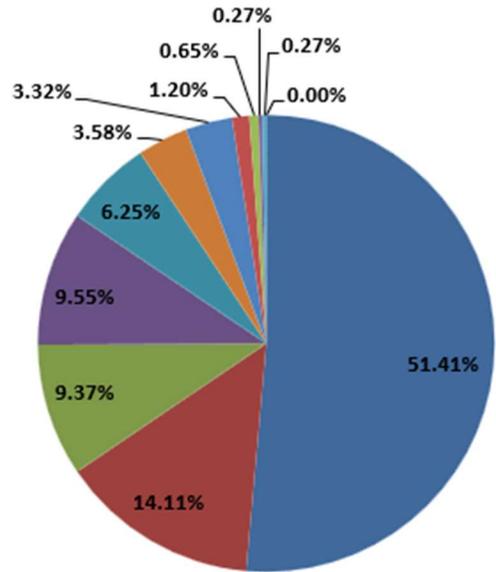
Note: Interest Earnings figures do not include capital gains or losses

### PORTFOLIO KEY STATISTICS

Portfolio Key Statistics		
PAR Value	\$	48,846,403
Book Value (COST)	\$	48,505,714
Market Value	\$	48,390,886
Weighted Average Maturity (in years)		2.62
Weighted Yield to Maturity*		4.30%

\*Note: Cash/time deposits not included in WYTM

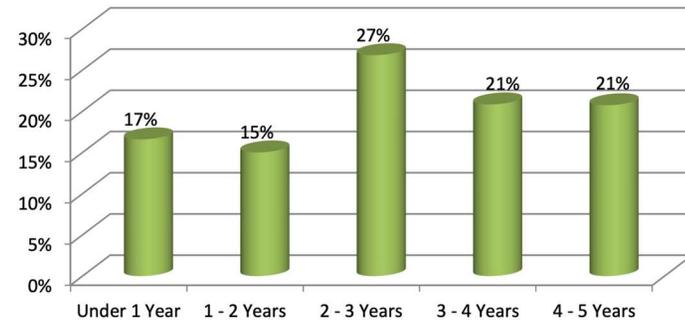
## % OF PORTFOLIO BY INVESTMENT TYPE



Investment Type	% Held
STATE OF CA LOCAL AGENCY INVESTMENT FUND	51.41%
ASSET BACKED/MORTGAGE-BACKED SECURITIES	14.11%
CASH/TIME DEPOSITS	9.37%
CORPORATE ISSUES	9.55%
U.S. TREASURY BILL/NOTE	6.25%
FEDERAL AGENCY BOND	3.58%
CERTIFICATE OF DEPOSIT	3.32%
U.S. BANK CUSTODIAL CASH ACCOUNT	1.20%
SENIOR UNSECURED UNSUBORDINATE OBLIGATIONS (SUPRANATIONALS)	0.65%
COMMERCIAL PAPER	0.27%
MUNICIPAL BOND/NOTE	0.27%
CAMP	0.00%
<b>ALL INVESTMENTS</b>	<b>100.00%</b>

## PORTFOLIO MATURITY DISTRIBUTION

Portfolio Maturity	PAR Maturing	% Maturing
Under 1 Year	\$ 3,444,318	17%
1 - 2 Years	\$ 3,115,610	15%
2 - 3 Years	\$ 5,563,507	27%
3 - 4 Years	\$ 4,323,892	21%
4 - 5 Years	\$ 4,303,664	21%
Total	\$ 20,750,991	100%



LAIF is not included in the Portfolio Maturity Distribution table or chart.

## Summary of Cash and Investments for the Quarter Ended June 30, 2024

Portfolio Assets	Par Value (1)	Market Value (2)	Book Value (3)	% of Portfolio
<b>Cash &amp; Investments Held by District</b>				
<b>Investment Portfolio</b>				
<b>Managed Investments</b>				
U.S. Bank Custodial Cash Account	\$ 643,086	\$ 643,086	\$ 643,086	1.20%
U.S. Treasury Bill/ Note	\$ 3,465,000	\$ 3,337,913	\$ 3,380,519	6.32%
Federal Agency Bond	\$ 1,950,000	\$ 1,909,278	\$ 1,906,070	3.56%
Certificate of Deposit	\$ 1,765,000	\$ 1,771,617	\$ 1,764,980	3.30%
Commercial Paper	\$ 150,000	\$ 146,312	\$ 144,215	0.27%
Corporate Issues	\$ 5,255,000	\$ 5,101,199	\$ 5,162,405	9.65%
Asset Backed/Mortgage Backed Securities	\$ 7,670,991	\$ 7,536,445	\$ 7,557,867	14.12%
Senior Unsecured Unsubordinate Obligations (Supranationals)	\$ 350,000	\$ 348,771	\$ 349,247	0.65%
Municipal Bond/Note	\$ 145,000	\$ 143,941	\$ 145,000	0.27%
<b>Managed Investments Subtotal</b>	<b>\$ 21,394,078</b>	<b>\$ 20,938,561</b>	<b>\$21,053,389</b>	<b>39.34%</b>
<b>Pooled Investments</b>				
State of CA Local Agency Investment Fund	\$ 27,452,325	\$ 27,452,325	\$27,452,325	51.30%
CAMP	\$	\$	\$	0.00%
<b>Pooled Investments Subtotal</b>	<b>\$ 27,452,325</b>	<b>\$ 27,452,325</b>	<b>\$27,452,325</b>	<b>51.30%</b>
<b>Investment Portfolio Subtotal</b>	<b>\$ 48,846,403</b>	<b>\$ 48,390,886</b>	<b>\$48,505,714</b>	<b>90.65%</b>
<b>Cash/Time Deposits</b>	<b>\$ 5,004,482</b>	<b>\$ 5,004,482</b>	<b>\$ 5,004,482</b>	<b>9.35%</b>
<b>Funds Available for Investment</b>	<b>\$ 53,850,885</b>	<b>\$ 53,395,369</b>	<b>\$53,510,196</b>	<b>100.00%</b>
<b>Accrued Interest</b>	<b>\$ 221,158</b>	<b>\$ 221,158</b>	<b>\$ 221,158</b>	
<b>Total Cash &amp; Investments Held by City</b>	<b>\$ 54,072,044</b>	<b>\$ 53,616,527</b>	<b>\$53,731,355</b>	

**Cash & Investments Held by Trustee**

Investment Agreements	\$	\$	\$
Cash with Fiscal Agents	\$	\$	\$
Restricted Cash	\$ 2,706,965	\$ 2,706,965	\$ 2,706,965
U.S. Government	\$	\$	\$
<b>Total Cash &amp; Investments Held by Trustee</b>	<b>\$ 2,706,965</b>	<b>\$ 2,706,965</b>	<b>\$ 2,706,965</b>
<hr/>			
<b>Total Portfolio</b>	<b>\$ 56,779,008</b>	<b>\$ 56,323,491</b>	<b>\$56,438,319</b>

## Notes:

1. Par value is the principal amount of the investment on maturity.
2. Market values contained herein are received from sources we believe are reliable; however, we do not guarantee their accuracy.
3. Book value is par value of the security plus or minus any premium or discount on the security.

## TRANSACTIONS REPORT

### Matured Investments

Security Description	Maturity Date	CUSIP Id	Transaction Description	PAR Value	Tax Cost	Proceeds
AMERICAN EXPRESS CO	05/03/2024	025816CV9	MATURED PAR VALUE OF AMERICAN EXPRESS CO 3.375%	\$ 165,000.00	\$ (164,983.50)	\$ 165,000.00
CREDIT AGRICOLE CRP IN C P	04/30/2024	22533TDW3	MATURED PAR VALUE OF CREDIT AGRICOLE CRP IN C P	\$ 450,000.00	\$ (431,410.13)	\$ 431,410.13
J P MORGAN SECS LLC DISC COML C P	04/02/2024	46640PD26	MATURED PAR VALUE OF J P MORGAN SECS LLC C P	\$ 225,000.00	\$ (215,655.00)	\$ 215,655.00
PRUDENTIAL FNDG LLC C P	05/17/2024	74433GEH5	MATURED PAR VALUE OF PRUDENTIAL FNDG LLC C P	\$ 345,000.00	\$ (330,724.67)	\$ 330,724.67

### Newly Purchased Investments

Security Description	Settlement Date	CUSIP Id	Transaction Description	PAR Value	Tax Cost
ADOBE INC SR GLBL	04/04/2024	00724PAF6	PURCHASED PAR VALUE OF ADOBE INC SR GLBL 4.800%	\$ 80,000.00	\$ 79,880.80
AMERICAN EXP CR	04/23/2024	02582JKH2	PURCHASED PAR VALUE OF AMERICAN EXP CR 5.230%	\$ 135,000.00	\$ 134,972.33
BP CAP MKTS AMER INC	05/17/2024	10373QBY5	PURCHASED PAR VALUE OF BP CAP MKTS AMER INC 5.017%	\$ 110,000.00	\$ 110,000.00
F N M A	04/30/2024	3135GAS28	PURCHASED PAR VALUE OF F N M A 5.420%	\$ 255,000.00	\$ 255,000.00
GOLDMAN SACHS BK USA	05/21/2024	38151LAG5	PURCHASED PAR VALUE OF GOLDMAN SACHS BK 5.414%	\$ 120,000.00	\$ 120,000.00
U S TREASURY NOTE	04/05/2024	91282CGV7	PURCHASED PAR VALUE OF U S TREASURY NT 3.750%	\$ 225,000.00	\$ 220,992.19

### Sold Investments

Security Description	Settlement Date	CUSIP Id	Transaction Description	PAR Value	Tax Cost	Proceeds
U S TREASURY NOTE	04/18/2024	91282CJT9	SOLD PAR VALUE OF U S TREASURY NT 4.000% 1/1	\$ 100,000.00	\$ (98,746.09)	\$ 97,863.28

## Paid Down Investments

SECURITY DESCRIPTION	SETTLEMENT DATE	CUSIP ID	TRANSACTION DESCRIPTION	PAID DOWN PAR VALUE AMOUNT	TAX COST	PROCEEDS
BMW VEH OWNER TR	04/25/2024	05602RAD3	PAID DOWN PAR VALUE OF BMW VEH OWNER TR 3.210%	\$ 3,495.73	\$ (3,495.55)	\$ 3,495.73
BMW VEH OWNER TR	05/28/2024	05602RAD3	PAID DOWN PAR VALUE OF BMW VEH OWNER TR 3.210%	\$ 3,406.57	\$ (3,406.39)	\$ 3,406.57
BMW VEH OWNER TR	06/25/2024	05602RAD3	PAID DOWN PAR VALUE OF BMW VEH OWNER TR 3.210%	\$ 3,419.97	\$ (3,419.79)	\$ 3,419.97
CARMAX AUTO OWNER TRUST	05/15/2024	14318MAD1	PAID DOWN PAR VALUE OF CARMAX AUTO OWNER 3.970%	\$ 3,994.71	\$ (3,994.62)	\$ 3,994.71
CARMAX AUTO OWNER TRUST	06/17/2024	14318MAD1	PAID DOWN PAR VALUE OF CARMAX AUTO OWNER 3.970%	\$ 8,786.54	\$ (8,786.33)	\$ 8,786.54
F H L M C MULTICLASS MTG PARTN	04/25/2024	3137HAMN3	PAID DOWN PAR VALUE OF F H L M C MLTCL 5.272%	\$ 133.45	\$ (133.45)	\$ 133.45
F H L M C MULTICLASS MTG PARTN	05/28/2024	3137HAMN3	PAID DOWN PAR VALUE OF F H L M C MLTCL 5.272%	\$ 169.96	\$ (169.96)	\$ 169.96
F H L M C MULTICLASS MTG PARTN	06/25/2024	3137HAMN3	PAID DOWN PAR VALUE OF F H L M C MLTCL 5.272%	\$ 135.21	\$ (135.21)	\$ 135.21
F H L M C MULTICLASS MTG PARTN	04/25/2024	3137BGK24	PAID DOWN PAR VALUE OF F H L M C MLTCL MT 3.062%	\$ 641.54	\$ (673.32)	\$ 641.54
F H L M C MULTICLASS MTG PARTN	05/28/2024	3137BGK24	PAID DOWN PAR VALUE OF F H L M C MLTCL MT 3.062%	\$ 680.82	\$ (714.54)	\$ 680.82
F H L M C MULTICLASS MTG PARTN	06/25/2024	3137BGK24	PAID DOWN PAR VALUE OF F H L M C MLTCL MT 3.062%	\$ 646.12	\$ (678.12)	\$ 646.12
F H L M C MULTICLASS MTG PARTN	04/25/2024	3137FJXQ7	PAID DOWN PAR VALUE OF F H L M C MLTCL MT 3.750%	\$ 98.49	\$ (95.76)	\$ 98.49
F H L M C MULTICLASS MTG PARTN	05/28/2024	3137FJXQ7	PAID DOWN PAR VALUE OF F H L M C MLTCL MT 3.750%	\$ 1,269.87	\$ (1,234.68)	\$ 1,269.87
F H L M C MULTICLASS MTG PARTN	06/25/2024	3137FJXQ7	PAID DOWN PAR VALUE OF F H L M C MLTCL MT 3.750%	\$ 95.08	\$ (92.45)	\$ 95.08
F H L M C MULTICLASS MTG PARTN	04/25/2024	3137HAD45	PAID DOWN PAR VALUE OF F H L M C MLTCL MT 4.777%	\$ 94.14	\$ (94.14)	\$ 94.14
F H L M C MULTICLASS MTG PARTN	05/28/2024	3137HAD45	PAID DOWN PAR VALUE OF F H L M C MLTCL MT 4.777%	\$ 114.89	\$ (114.89)	\$ 114.89
F H L M C MULTICLASS MTG PARTN	06/25/2024	3137HAD45	PAID DOWN PAR VALUE OF F H L M C MLTCL MT 4.777%	\$ 95.26	\$ (95.26)	\$ 95.26
F H L M C MULTICLASS MTG PARTN	04/25/2024	3137FMU67	PAID DOWN PAR VALUE OF F H L M C MLTCL MTG 2.862%	\$ 373.49	\$ (352.95)	\$ 373.49
F H L M C MULTICLASS MTG PARTN	05/28/2024	3137FMU67	PAID DOWN PAR VALUE OF F H L M C MLTCL MTG 2.862%	\$ 405.80	\$ (383.48)	\$ 405.80
F H L M C MULTICLASS MTG PARTN	06/25/2024	3137FMU67	PAID DOWN PAR VALUE OF F H L M C MLTCL MTG 2.862%	\$ 376.37	\$ (355.67)	\$ 376.37
F H L M C MULTICLASS MTG PARTN	04/25/2024	3137BJP64	PAID DOWN PAR VALUE OF F H L M C MLTCL MTG 3.205%	\$ 303.96	\$ (301.69)	\$ 303.96
F H L M C MULTICLASS MTG PARTN	05/28/2024	3137BJP64	PAID DOWN PAR VALUE OF F H L M C MLTCL MTG 3.205%	\$ 416.87	\$ (413.76)	\$ 416.87
F H L M C MULTICLASS MTG PARTN	06/25/2024	3137BJP64	PAID DOWN PAR VALUE OF F H L M C MLTCL MTG 3.205%	\$ 396.51	\$ (393.55)	\$ 396.51
F H L M C MULTICLASS MTG PARTN	04/25/2024	3137BTUM1	PAID DOWN PAR VALUE OF F H L M C MLTCL MTG 3.347%	\$ 283.83	\$ (275.09)	\$ 283.83
F H L M C MULTICLASS MTG PARTN	05/28/2024	3137BTUM1	PAID DOWN PAR VALUE OF F H L M C MLTCL MTG 3.347%	\$ 302.78	\$ (293.46)	\$ 302.78
F H L M C MULTICLASS MTG PARTN	06/25/2024	3137BTUM1	PAID DOWN PAR VALUE OF F H L M C MLTCL MTG 3.347%	\$ 282.86	\$ (274.15)	\$ 282.86
GM FIN CONS AUTO REC	04/16/2024	380146AC4	PAID DOWN PAR VALUE OF GM FIN CONS AUTO 1.260%	\$ 2,587.50	\$ (2,587.28)	\$ 2,587.50
GM FIN CONS AUTO REC	05/16/2024	380146AC4	PAID DOWN PAR VALUE OF GM FIN CONS AUTO 1.260%	\$ 2,416.06	\$ (2,415.85)	\$ 2,416.06
GM FIN CONS AUTO REC	06/17/2024	380146AC4	PAID DOWN PAR VALUE OF GM FIN CONS AUTO 1.260%	\$ 2,536.81	\$ (2,536.59)	\$ 2,536.81
HYUNDAI AUTO REC TR	04/15/2024	448977AD0	PAID DOWN PAR VALUE OF HYUNDAI AUTO REC 2.220%	\$ 6,455.56	\$ (6,455.31)	\$ 6,455.56
HYUNDAI AUTO REC TR	05/15/2024	448977AD0	PAID DOWN PAR VALUE OF HYUNDAI AUTO REC 2.220%	\$ 6,272.98	\$ (6,272.74)	\$ 6,272.98
HYUNDAI AUTO REC TR	06/17/2024	448977AD0	PAID DOWN PAR VALUE OF HYUNDAI AUTO REC 2.220%	\$ 6,233.19	\$ (6,232.95)	\$ 6,233.19

## HOLDINGS REPORT

SECURITY DESCRIPTION	CUSIP ID	SETTLEMENT DATE	MATURITY DATE	PAR VALUE	MARKET VALUE	BOOK VALUE	YTM	MOODY RATING	S&P RATING
BANK OF MONTREAL CHICAGO	06367DC60	08/17/23	08/16/24	\$ 330,000	\$ 330,145.20	\$ 330,000.00	5.970%	N/A	N/A
COOPERATIEVE CENTRALE RAIFFEISEN	21684LGS5	07/20/23	07/17/26	\$ 250,000	\$ 252,472.50	\$ 250,000.00	5.080%	N/A	N/A
NATIXIS NY	63873QP65	09/20/23	09/18/26	\$ 160,000	\$ 162,384.00	\$ 160,000.00	5.610%	N/A	N/A
TORONTO DOMINION	89115B6K1	10/31/22	10/27/25	\$ 250,000	\$ 251,472.50	\$ 250,000.00	5.580%	N/A	N/A
TORONTO DOMINION BANK NY	89115BRL6	07/10/23	07/05/24	\$ 325,000	\$ 325,026.00	\$ 325,000.00	6.030%	N/A	N/A
WESTPAC BKG CORP N Y BRH INSTL	96130AUL0	08/07/23	08/02/24	\$ 450,000	\$ 450,117.00	\$ 449,979.74	5.850%	N/A	N/A
<b>CERTIFICATE OF DEPOSIT</b>				<b>\$ 1,765,000</b>	<b>\$ 1,771,617.20</b>	<b>\$ 1,764,979.74</b>			
FEDERAL HOME LOAN BKS	3130AMVV1	03/31/23	09/23/24	\$ 250,000	\$ 247,097.50	\$ 235,380.00	4.560%	AAA	AA+
FEDERAL HOME LOAN BKS	3130AJHU6	04/16/20	04/14/25	\$ 120,000	\$ 115,675.20	\$ 119,404.80	0.600%	AAA	AA+
F H L M C M T N	3134GWZV1	12/07/21	10/22/25	\$ 225,000	\$ 212,652.00	\$ 219,937.50	1.250%	AAA	N/A
FEDERAL HOME LOAN BKS	3130APQ81	08/08/22	11/08/24	\$ 200,000	\$ 196,696.00	\$ 189,644.00	3.410%	AAA	AA+
FEDERAL HOME LOAN BKS	3130ANMH0	07/20/22	08/20/26	\$ 200,000	\$ 184,696.00	\$ 182,338.00	3.440%	AAA	AA+
F N M A	3135G0X24	01/10/20	01/07/25	\$ 100,000	\$ 98,134.00	\$ 99,681.00	1.690%	AAA	AA+
FEDERAL HOME LOAN BKS	3130ATS57	03/23/23	03/10/28	\$ 200,000	\$ 199,754.00	\$ 204,684.49	3.980%	AAA	AA+
F H L M C M T N	3134GYDT6	01/24/23	01/24/25	\$ 200,000	\$ 199,776.00	\$ 200,000.00	5.150%	AAA	AA+
F N M A	3135GAS28	04/30/24	04/23/27	\$ 255,000	\$ 254,857.20	\$ 255,000.00	5.420%	AAA	AA+
F H L M C M T N	3134H1FT5	10/10/23	10/10/28	\$ 200,000	\$ 199,940.00	\$ 200,000.00	6.000%	AAA	AA+
<b>FEDERAL AGENCY BOND/NOTE</b>				<b>\$ 1,950,000</b>	<b>\$ 1,909,277.90</b>	<b>\$ 1,906,069.79</b>			
FIRST AMERICAN GOVERNMENT	31846V203	N/A	N/A	\$ 643,086	\$ 643,086.48	\$ 643,086.48	N/A	N/A	N/A
<b>INVESTMENT CASH ACCOUNT</b>				<b>\$ 643,086</b>	<b>\$ 643,086.48</b>	<b>\$ 643,086.48</b>			
U S TREASURY NOTE	91282CAB7	08/04/21	07/31/25	\$ 200,000	\$ 189,930.00	\$ 197,843.75	0.520%	AAA	N/A
U S TREASURY NOTE	91282CAM3	10/26/21	09/30/25	\$ 250,000	\$ 235,722.50	\$ 243,046.87	0.970%	AAA	N/A
U S TREASURY NOTE	91282CAZ4	10/26/21	11/30/25	\$ 205,000	\$ 192,322.80	\$ 199,642.78	1.030%	AAA	N/A
U S TREASURY NOTE	91282CBC4	07/07/21	12/31/25	\$ 165,000	\$ 154,308.00	\$ 164,645.51	0.820%	AAA	N/A

SECURITY DESCRIPTION	CUSIP ID	SETTLEMENT DATE	MATURITY DATE	PAR VALUE	MARKET VALUE	BOOK VALUE	YTM	MOODY RATING	S&P RATING
U S TREASURY NOTE	91282CCZ2	10/26/21	09/30/26	\$ 100,000	\$ 92,035.00	\$ 99,687.50	1.170%	AAA	N/A
U S TREASURY NOTE	91282CCR0	12/07/23	07/31/28	\$ 190,000	\$ 165,961.20	\$ 163,563.28	4.340%	AAA	N/A
U S TREASURY NOTE	91282CCH2	10/31/23	06/30/28	\$ 250,000	\$ 221,172.50	\$ 212,773.44	4.850%	AAA	N/A
U S TREASURY NOTE	912828J27	02/02/24	02/15/25	\$ 335,000	\$ 328,152.60	\$ 325,944.53	4.700%	AAA	N/A
U S TREASURY NOTE	91282CGV7	04/05/24	04/15/26	\$ 225,000	\$ 220,974.75	\$ 220,992.19	4.680%	AAA	N/A
U S TREASURY NOTE	91282CGU9	09/14/23	03/31/25	\$ 100,000	\$ 99,019.00	\$ 98,046.88	5.210%	AAA	N/A
U S TREASURY NOTE	91282CGX3	12/12/23	04/30/25	\$ 125,000	\$ 123,655.00	\$ 123,203.13	4.960%	AAA	N/A
U S TREASURY NOTE	91282CJT9	03/04/24	01/15/27	\$ 340,000	\$ 335,059.80	\$ 335,736.72	4.470%	AAA	N/A
U S TREASURY NOTE	91282CFU0	01/05/24	10/31/27	\$ 520,000	\$ 514,170.80	\$ 522,234.38	4.000%	AAA	N/A
U S TREASURY NOTE	91282CJA0	02/02/24	09/30/28	\$ 310,000	\$ 312,628.80	\$ 319,917.58	3.870%	AAA	N/A
U S TREASURY NOTE	91282CJF9	03/01/24	10/31/28	\$ 150,000	\$ 152,800.50	\$ 153,240.23	4.360%	AAA	N/A
<b>U.S. TREASURY NOTE/BILL</b>				<b>\$ 3,465,000</b>	<b>\$ 3,337,913.25</b>	<b>\$ 3,380,518.77</b>			
NATIXIS NY C P	63873JMB3	03/19/24	12/11/24	\$ 150,000	\$ 146,311.50	\$ 144,215.00	5.410%	N/A	N/A
<b>COMMERCIAL PAPER</b>				<b>\$ 1,170,000.00</b>	<b>\$ 146,311.50</b>	<b>\$ 1,122,004.80</b>			
JPMORGAN CHASE CO	46647PCV6	02/24/22	02/24/26	\$ 175,000	\$ 171,517.50	\$ 175,000.00	2.600%	A1	A-
HONEYWELL INTERNATIONAL	438516CE4	03/03/22	03/01/27	\$ 125,000	\$ 113,356.25	\$ 119,160.00	2.090%	A2	A
ANALOG DEVICES INC	032654AU9	11/01/23	10/01/28	\$ 160,000	\$ 140,945.60	\$ 134,230.40	5.480%	A2	A-
STATE STR CORP	857477BR3	04/26/22	02/06/26	\$ 160,000	\$ 156,116.80	\$ 152,467.20	3.080%	A1	A
CITIGROUP INC	17327CAN3	01/25/22	01/25/26	\$ 85,000	\$ 83,175.90	\$ 85,000.00	2.010%	A3	BBB+
HOME DEPOT INC	437076BN1	08/22/23	09/15/26	\$ 100,000	\$ 93,964.00	\$ 91,748.00	5.070%	A2	A
INTERNATIONAL BUSINESS MACHS	459200KM2	02/25/22	02/09/27	\$ 175,000	\$ 162,834.00	\$ 172,840.50	2.470%	A3	A-
WELLS FARGO COMPANY	949746SH5	07/18/23	10/23/26	\$ 175,000	\$ 166,239.50	\$ 163,735.25	5.170%	A1	BBB+
JPMORGAN CHASE CO	46625HQW3	07/21/23	04/01/26	\$ 110,000	\$ 106,487.70	\$ 104,919.10	5.160%	A1	A-
AMAZON COM INC	023135CF1	04/26/22	04/13/27	\$ 160,000	\$ 153,430.40	\$ 158,696.00	3.480%	A1	AA
UNITEDHEALTH GROUP INC	91324PEG3	05/20/22	05/15/27	\$ 35,000	\$ 33,870.20	\$ 34,981.10	3.710%	A2	A+
INTEL CORP	458140BY5	08/12/22	08/05/27	\$ 170,000	\$ 163,931.00	\$ 170,205.70	3.720%	A3	A-
ABBOTT LABORATORIES	002824BF6	08/24/23	11/30/26	\$ 110,000	\$ 107,289.60	\$ 105,691.30	5.060%	AA3	AA-

SECURITY DESCRIPTION	CUSIP ID	SETTLEMENT DATE	MATURITY DATE	PAR VALUE	MARKET VALUE	BOOK VALUE	YTM	MOODY RATING	S&P RATING
BRISTOL MYERS SQUIBB CO	110122DE5	03/15/23	02/20/28	\$ 175,000	\$ 168,988.75	\$ 170,044.00	4.550%	A2	A
WALMART INC	931142FB4	04/18/23	04/15/28	\$ 75,000	\$ 73,073.25	\$ 74,862.00	3.940%	AA2	AA
WALMART INC	931142EX7	09/14/22	09/09/27	\$ 165,000	\$ 161,211.60	\$ 165,267.30	3.910%	AA2	AA
NORTHERN TR CORP SR NT	665859AW4	05/12/22	05/10/27	\$ 110,000	\$ 107,375.40	\$ 111,062.60	3.790%	A2	A+
MERCK CO INC	58933YBH7	05/17/23	05/17/28	\$ 65,000	\$ 63,633.05	\$ 64,947.35	4.070%	A1	A+
LOCKHEED MARTIN CORP	539830BZ1	05/25/23	05/15/28	\$ 15,000	\$ 64,015.25	\$ 14,973.00	4.490%	A2	A-
LOCKHEED MARTIN CORP	539830BZ1	06/06/23	05/15/28	\$ 50,000	N/A	\$ 49,820.00	4.530%	A2	A-
AIR PRODUCTS AND CHEMICALS INC	009158BH8	02/08/24	02/08/29	\$ 145,000	\$ 143,521.00	\$ 144,807.15	4.630%	A2	A
TEXAS INSTRS INC	882508CG7	02/08/24	02/08/29	\$ 130,000	\$ 129,262.90	\$ 129,862.20	4.620%	AA3	A+
META PLATFORMS INC	30303M8L9	06/05/23	05/15/28	\$ 105,000	\$ 104,561.10	\$ 105,157.50	4.560%	AA3	AA-
BLACKROCK FUNDING	09290DAA9	03/14/24	03/14/29	\$ 15,000	\$ 214,069.05	\$ 14,972.85	4.740%	AA3	AA-
BLACKROCK FUNDING	09290DAA9	03/14/24	03/14/29	\$ 200,000	N/A	\$ 200,494.00	4.640%	AA3	AA-
ADOBE INC SR GLBL	00724PAF6	04/04/24	04/04/29	\$ 80,000	\$ 80,085.60	\$ 79,880.80	4.830%	A1	A+
CISCO SYS INC	17275RBR2	02/26/24	02/26/29	\$ 115,000	\$ 114,979.30	\$ 114,959.75	4.860%	A1	AA-
BP CAP MKTS AMER INC	10373QBY5	05/17/24	11/17/27	\$ 110,000	\$ 109,877.90	\$ 110,000.00	5.020%	A1	A-
STATE STR CORP	857477CD3	08/03/23	08/03/26	\$ 70,000	\$ 160,305.60	\$ 70,025.20	5.260%	A1	A
STATE STR CORP	857477CD3	08/03/23	08/03/26	\$ 90,000	N/A	\$ 90,000.00	5.270%	A1	A
GOLDMAN SACHS BK USA	38151LAG5	05/21/24	05/21/27	\$ 120,000	\$ 119,802.00	\$ 120,000.00	5.410%	A1	A+
BANK OF AMERICA NA	06428CAA2	08/18/23	08/18/26	\$ 325,000	\$ 327,307.50	\$ 325,000.00	5.530%	AA1	A+
AMERICAN HONDA FIN CORP	02665WEK3	07/18/23	07/07/26	\$ 75,000	\$ 75,135.00	\$ 75,829.50	4.850%	A3	A-
AMERICAN HONDA FIN CORP	02665WEM9	07/07/23	07/07/28	\$ 85,000	\$ 85,387.60	\$ 84,962.60	5.140%	A3	A-
BANK OF NY MELLON CORP	06406RBA4	01/28/22	01/26/27	\$ 165,000	\$ 153,550.65	\$ 165,199.65	2.020%	A1	A
CATERPILLAR FINL SVCS MTNS BE FR	14913R2U0	01/12/22	01/08/27	\$ 150,000	\$ 138,499.50	\$ 148,989.00	1.840%	A2	A
DEERE JOHN CAPITAL CORP	24422EWA3	01/13/22	01/11/27	\$ 125,000	\$ 115,270.00	\$ 124,295.00	1.820%	A1	A
JOHN DEERE CAPITAL CORPORATION	24422EXB0	07/14/23	07/14/28	\$ 25,000	\$ 25,026.25	\$ 24,962.75	4.980%	A1	A
MORGAN STANLEY FR	61747YEM3	02/18/22	02/18/26	\$ 135,000	\$ 132,340.50	\$ 135,000.00	2.630%	A1	A-
NATIONAL RURAL UTIL COOP FIN	63743HFC1	04/26/22	02/07/25	\$ 160,000	\$ 156,475.20	\$ 153,728.00	3.360%	A2	A-
PACCAR FINANCIAL CORP	69371RS64	08/10/23	08/10/28	\$ 105,000	\$ 105,193.20	\$ 104,834.10	4.990%	A1	A+
TOYOTA MTR CR CORP	89236TLB9	09/11/23	09/11/28	\$ 75,000	\$ 75,858.00	\$ 74,869.50	5.290%	A1	A+
TOYOTA MTR CR CORP FR	89236TKX2	08/14/23	08/14/26	\$ 90,000	\$ 89,794.80	\$ 89,891.10	5.040%	A1	A+
TRUIST FINANCIAL CORP	89788MAD4	03/14/22	03/02/27	\$ 165,000	\$ 153,440.10	\$ 155,034.00	2.570%	BAA1	A-

SECURITY DESCRIPTION	CUSIP ID	SETTLEMENT DATE	MATURITY DATE	PAR VALUE	MARKET VALUE	BOOK VALUE	YTM	MOODY RATING	S&P RATING
<b>CORPORATE BOND/NOTE</b>				<b>\$ 5,255,000</b>	<b>\$ 5,101,199</b>	<b>\$ 5,162,405</b>			
DISCOVER CARD EXE	254683CS2	05/26/22	05/17/27	\$ 170,000	\$ 166,856.70	\$ 169,986.18	3.320%	AAA	N/A
GM FIN CONS AUTO REC	380146AC4	01/19/22	11/16/26	\$ 26,791	\$ 26,197.34	\$ 26,788.43	1.260%	N/A	AAA
MERCEDES BENZ AUTO	58768PAC8	11/22/22	08/16/27	\$ 185,000	\$ 184,644.80	\$ 184,963.41	5.210%	AAA	AAA
DISCOVER CARD EXE	254683CW3	08/09/22	07/15/27	\$ 125,000	\$ 122,663.75	\$ 124,984.49	3.560%	AAA	AAA
CARMAX AUTO OWNER TRUST	14318MAD1	07/20/22	04/15/27	\$ 142,219	\$ 140,470.88	\$ 142,215.39	3.970%	N/A	AAA
BMW VEH OWNER TR	05602RAD3	05/18/22	08/25/26	\$ 37,333	\$ 36,833.90	\$ 37,331.10	3.210%	AAA	AAA
HYUNDAI AUTO REC TR	448977AD0	03/16/22	10/15/26	\$ 69,140	\$ 67,886.23	\$ 69,137.07	2.220%	N/A	AAA
ALLY AUTO RECV TR	02007WAC2	07/19/23	05/15/28	\$ 120,000	\$ 120,320.40	\$ 119,979.54	5.460%	AAA	N/A
DAIMLER TRUCKS RETAIL	233868AC2	09/27/23	03/15/27	\$ 130,000	\$ 130,673.40	\$ 129,998.01	5.900%	AAA	N/A
FIFTH THIRD AUTO	31680EAD3	08/23/23	08/15/28	\$ 155,000	\$ 155,392.15	\$ 154,990.39	5.530%	AAA	AAA
DISCOVER CARD EXE	254683CZ6	06/28/23	06/15/28	\$ 105,000	\$ 104,564.25	\$ 104,985.82	4.930%	AAA	AAA
GM FINL CON AUT RECV TR	36267KAD9	07/19/23	06/16/28	\$ 70,000	\$ 70,221.90	\$ 69,997.30	5.450%	AAA	AAA
HONDA AUTO RECEIVABLES OWNER	43815QAC1	08/22/23	02/18/28	\$ 140,000	\$ 140,357.00	\$ 139,971.13	5.420%	N/A	AAA
FORD CR AUTO OWNER TR	344928AD8	03/31/23	02/15/28	\$ 80,000	\$ 79,253.60	\$ 79,991.66	4.650%	N/A	AAA
FORD CR AUTO OWNER TR	344930AD4	06/26/23	05/15/28	\$ 65,000	\$ 64,946.70	\$ 64,999.12	5.230%	N/A	AAA
HYUNDAI AUTO RECEIVABLES TR	44933XAD9	07/19/23	04/17/28	\$ 70,000	\$ 70,200.20	\$ 69,996.96	5.480%	N/A	AAA
NISSAN AUTO LEASE TRUST	65480MAD5	10/25/23	03/15/28	\$ 45,000	\$ 45,413.10	\$ 44,990.87	5.940%	AAA	N/A
AMERICAN EXP CR	02582JKH2	04/23/24	04/16/29	\$ 135,000	\$ 136,263.60	\$ 134,972.33	5.230%	N/A	AAA
CHASE ISSUE TR	161571HV9	01/31/24	01/16/29	\$ 185,000	\$ 183,298.00	\$ 184,971.82	4.610%	N/R	AAA
WELLS FARGO CARD ISSUANCE TRUST	92970QAA3	03/01/24	02/15/29	\$ 200,000	\$ 199,682.00	\$ 199,945.72	4.950%	AAA	AAA
AMERICAN EXPRESS CREDIT	02582JJT8	05/24/22	05/17/27	\$ 195,000	\$ 191,509.50	\$ 194,956.87	3.390%	N/A	AAA
BANK OF AMERICA CREDIT CARD TR	05522RDF2	06/02/23	04/17/28	\$ 215,000	\$ 214,191.60	\$ 216,016.21	4.890%	AAA	AAA
HARLEY DAVIDSON MOTORCYCLE	41285JAD0	02/23/23	12/15/27	\$ 70,000	\$ 69,682.20	\$ 69,992.95	5.050%	AAA	N/A
BMW VEH OWNER TR 2023 A	05592XAD2	07/18/23	02/25/28	\$ 60,000	\$ 60,187.80	\$ 59,989.37	5.470%	N/A	AAA
CAPITAL ONE MULTI ASSET	14041NGD7	05/24/23	05/15/28	\$ 210,000	\$ 207,169.20	\$ 209,951.85	4.430%	N/A	AAA
CHASE ISSUANCE TRUST	161571HT4	09/15/23	09/15/28	\$ 175,000	\$ 175,446.25	\$ 174,951.49	5.170%	N/R	AAA
BANK OF AMERICA CREDIT CARD	05522RDG0	06/16/23	05/15/28	\$ 75,000	\$ 74,499.00	\$ 74,983.02	4.790%	N/A	AAA
F N M A GTD R E M I C PASS THRU	3136BQDE6	07/31/23	07/25/28	\$ 225,000	\$ 219,132.00	\$ 221,185.55	4.580%	N/A	N/A

SECURITY DESCRIPTION	CUSIP ID	SETTLEMENT DATE	MATURITY DATE	PAR VALUE	MARKET VALUE	BOOK VALUE	YTM	MOODY RATING	S&P RATING
F H L M C MULTICLASS MTG PARTN	3137BJP64	08/08/22	03/25/25	\$ 218,883	\$ 215,268.91	\$ 217,249.59	3.510%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137HAMH6	09/14/23	08/25/28	\$ 225,000	\$ 222,909.75	\$ 221,671.58	4.990%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137HAQ74	10/19/23	08/25/28	\$ 215,000	\$ 213,641.20	\$ 210,283.76	5.260%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137HAST4	10/31/23	09/25/28	\$ 160,000	\$ 159,619.20	\$ 154,898.72	5.600%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137HB3D4	11/21/23	10/25/28	\$ 80,000	\$ 80,504.80	\$ 79,768.72	5.140%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137H14B9	08/15/23	05/25/28	\$ 245,000	\$ 218,601.25	\$ 214,432.42	4.730%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137HAD45	07/27/23	06/25/28	\$ 178,892	\$ 177,211.82	\$ 178,887.11	4.780%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137BGK24	03/25/20	12/25/24	\$ 380,436	\$ 375,687.71	\$ 399,279.01	1.950%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137BNGT5	04/14/23	01/25/26	\$ 200,000	\$ 192,918.00	\$ 191,718.75	4.370%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137BSP72	04/17/23	08/25/26	\$ 200,000	\$ 190,488.00	\$ 190,898.44	4.140%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137BTUM1	05/24/23	11/25/26	\$ 148,025	\$ 142,303.62	\$ 143,468.40	4.310%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137BVZ82	05/24/23	01/25/27	\$ 215,000	\$ 207,169.70	\$ 208,491.21	4.340%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137BXQY1	08/18/23	03/25/27	\$ 235,000	\$ 224,963.15	\$ 221,671.09	4.980%	N/A	AAA
F H L M C MULTICLASS MTG PARTN	3137F1G44	06/13/23	04/25/27	\$ 225,000	\$ 215,086.50	\$ 215,604.49	4.440%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137HACX2	07/20/23	06/25/28	\$ 220,000	\$ 219,643.60	\$ 222,197.36	4.590%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137FJXQ7	08/15/23	08/25/25	\$ 214,159	\$ 210,229.07	\$ 208,224.54	5.240%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137FLN34	08/16/23	02/25/26	\$ 220,000	\$ 213,743.20	\$ 210,478.13	5.080%	N/A	AAA
F H L M C MULTICLASS MTG PARTN	3137FMU67	08/16/23	05/25/26	\$ 296,451	\$ 284,987.53	\$ 280,146.50	5.040%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137HAMN3	09/28/23	08/25/28	\$ 113,664	\$ 114,316.64	\$ 113,663.64	5.270%	N/A	N/A
F H L M C MULTICLASS MTG PARTN	3137HAMS2	09/28/23	09/25/28	\$ 200,000	\$ 199,194.00	\$ 197,609.40	5.070%	N/A	N/A
<b>ASSET BACKED/MORTGAGE BACKED SECURITIES</b>				<b>\$ 7,670,991</b>	<b>\$ 7,536,445</b>	<b>\$ 7,557,867</b>			
INTERNATIONAL FINANCE CORP	45950KDF4	12/06/23	01/15/27	\$ 100,000	\$ 99,288.00	\$ 99,674.00	4.490%	AAA	AAA
NATIONAL AUSTRALIA BK	63253QAE4	06/13/23	06/13/28	\$ 250,000	\$ 249,482.50	\$ 249,572.50	4.940%	AA2	AA-
<b>SENIOR UNSECURED UNSUBORDINATE OBLIGATIONS (SUPRANATIONALS)</b>				<b>\$ 350,000</b>	<b>\$ 348,771</b>	<b>\$ 349,247</b>			
CONNECTICUT ST TAXABLE GO BDS 2023 A	20772KTK5	06/22/23	05/15/28	\$ 50,000	\$ 49,596.00	\$ 50,000.00	4.510%	AA3	AA-

SECURITY DESCRIPTION	CUSIP ID	SETTLEMENT DATE	MATURITY DATE	PAR VALUE	MARKET VALUE	BOOK VALUE	YTM	MOODY RATING	S&P RATING
CALIFORNIA ST UNIV REV TAXABLE	13077DTD4	08/09/23	11/01/27	\$ 95,000	\$ 94,344.50	\$ 95,000.00	4.590%	AA2	AA-
<b>MUNICIPAL BOND/NOTE</b>				<b>\$ 145,000</b>	<b>\$ 143,941</b>	<b>\$ 145,000</b>			
<b>CUSTODIAL ACCOUNT SUBTOTALS</b>				<b>\$ 22,414,077.76</b>	<b>\$ 20,938,560.93</b>	<b>\$ 22,031,178.44</b>			

## ECONOMIC SUMMARY

In the second quarter of 2024, the U.S. economy showed moderate improvement compared to the first quarter. GDP growth increased from 2.2% to 2.5%, indicating a slight acceleration in economic activity. Despite this positive trend, the unemployment rate ticked up marginally from 3.6% to 3.7%, reflecting a modest rise in joblessness. Inflation continued to edge higher, with the Consumer Price Index rising from 2.8% to 3.0% year-over-year, signaling persistent price pressures. Treasury yields rose across the board, with the 10-year yield increasing to 4.20% and the 2-year yield at 4.71%, which suggests a response to inflationary pressures and expectations of future rate changes. The Federal Open Market Committee maintained the federal funds rate at 5.25%, showing stability in monetary policy despite economic fluctuations. Consumer confidence declined slightly, falling from 107.0 to 105.2, reflecting growing caution among consumers. In the housing market, home prices continued to rise, albeit at a slightly faster pace, with the S&P/Case-Shiller Index showing a 1.8% increase quarter-over-quarter. The Federal Reserve's balance sheet grew by \$100 billion to \$8.5 trillion, indicating continued monetary support. Overall, the economy demonstrated resilience with growth and stability in key areas, although inflation and bond yields increased, highlighting ongoing economic challenges.

### ECONOMIC MARKET UPDATE: Q2 2024 VS. Q1 2024

**UNEMPLOYMENT:** The unemployment rate increased slightly by 0.1 percentage points from Q1 to Q2 2024. ([Bureau of Labor Statistics](#))

- **Q2 2024:** 3.7%
- **Q1 2024:** 3.6%

**GROSS DOMESTIC PRODUCT (GDP):** GDP growth improved by 0.3 percentage points in Q2 2024 compared to Q1 2024. ([U.S. Bureau of Economic Analysis](#))

- **Q2 2024:** 2.5% annualized growth
- **Q1 2024:** 2.2% annualized growth

**FEDERAL OPEN MARKET COMMITTEE (FOMC):** No change in the federal funds rate between Q1 and Q2 2024. ([Federal Reserve](#))

- **Q2 2024:** Federal funds rate held steady at 5.25%
- **Q1 2024:** Federal funds rate also 5.25%

**TREASURY YIELDS:** Treasury yields increased, with the 10-year yield up by 0.20 percentage points and the 2-year yield up by 0.10 percentage points. ([U.S. Department of the Treasury](#))

- **Q2 2024:** 10-year Treasury yield at 4.20%, 2-year Treasury yield at 4.71%
- **Q1 2024:** 10-year Treasury yield at 4.00%, 2-year Treasury yield at 4.65%

**INFLATION:** Inflation rose by 0.2 percentage points from Q1 to Q2 2024. ([Bureau of Labor Statistics](#))

- **Q2 2024:** CPI increased by 3.0% year-over-year
- **Q1 2024:** CPI increased by 2.8% year-over-year

**CONSUMER CONFIDENCE:** Consumer confidence decreased by 1.8 points. ([Conference Board](#))

- **Q2 2024:** Conference Board's Consumer Confidence Index at 105.2
- **Q1 2024:** Index at 107.0

**HOME PRICES:** Home price growth accelerated slightly by 0.3 percentage points. ([S&P Dow Jones Indices](#))

- **Q2 2024:** S&P/Case-Shiller U.S. National Home Price Index increased by 1.8% quarter-over-quarter
- **Q1 2024:** Increased by 1.5% quarter-over-quarter

**FEDERAL RESERVE BALANCE SHEETS:** The Federal Reserve's balance sheet increased by \$100 billion. ([Federal Reserve](#))

- **Q2 2024:** \$8.5 trillion
- **Q1 2024:** \$8.4 trillion

**BOND YIELDS:** Bond yields increased by 0.2 percentage points. ([Bloomberg](#))

- **Q2 2024:** Bloomberg Barclays U.S. Aggregate Bond Index yield at 4.1%
- **Q1 2024:** 3.9%

**MOST RECENT FEDERAL OPEN MARKET COMMITTEE (FOMC) MEETING SUMMARY:** ([Federal Reserve](#))

At the June 12th meeting, the FOMC voted to maintain the Federal Funds Rate target range at its current level of 5.25-5.50%.

*“Recent indicators suggest that economic activity has continued to expand at a solid pace. Job gains have remained strong, and the unemployment rate has remained low. Inflation has eased over the past year but remains elevated. In recent months, there has been modest further progress toward the Committee’s 2 percent inflation objective.*

*The Committee seeks to achieve maximum employment and inflation at the rate of 2 percent over the longer run. The Committee judges that the risks to achieving its employment and inflation goals have moved toward better balance over the past year. The economic outlook is uncertain, and the Committee remains highly attentive to inflation risks.*

*In support of its goals, the Committee decided to maintain the target range for the federal funds rate at 5-1/4 to 5-1/2 percent. In considering any adjustments to the target range for the federal funds rate, the Committee will carefully assess incoming data, the evolving outlook, and the balance of risks. The Committee does not expect it will be appropriate to reduce the target range until it has gained greater confidence that inflation is moving sustainably toward 2 percent. In addition, the Committee will continue reducing its holdings of Treasury securities and agency debt and agency mortgage-backed securities. The Committee is strongly committed to returning inflation to its 2 percent objective.*

*In assessing the appropriate stance of monetary policy, the Committee will continue to monitor the implications of incoming information for the economic outlook. The Committee would be prepared to adjust the stance of monetary policy as appropriate if risks emerge that could impede the attainment of the Committee’s goals. The Committee’s assessments will consider a wide range of information, including readings on labor market conditions, inflation pressures and inflation expectations, and financial and international developments.”*

## COMPLIANCE

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This statement serves to confirm that during the reporting period for the quarter ended June 30, 2024, the investment account(s) managed by Optimized Investment Partners, LLC for Suisun City, as outlined in the City's Investment Policy, are in full compliance with the relevant state laws, regulations, and standards governing public investments.

In adherence to the City's Investment Policy, we have undertaken the following measures to ensure compliance:

1. **Investment Eligibility:** All investments made are in accordance with the eligible securities as specified in the Investment Policy, including but not limited to U.S. Government securities, local agency bonds, and high-quality commercial paper.
2. **Credit Risk and Diversification:** Investments are diversified to minimize credit risk, with an emphasis on maintaining high credit quality and adhering to the credit ratings and issuer limits outlined in the policy.
3. **Liquidity and Maturity:** We have maintained appropriate levels of liquidity to meet the City's short-term financial needs while adhering to the maturity limits set forth in the policy.
4. **Internal Controls:** Robust internal controls are in place to safeguard public funds, ensure accurate reporting, and prevent any potential misuse or fraud.
5. **Performance Reporting:** Regular performance reports are provided to the City Council and relevant stakeholders to ensure transparency and accountability in the management of the City's investment portfolio.
6. **Ethics and Conflict of Interest:** All investment activities are conducted in compliance with ethical standards and conflict of interest regulations to maintain integrity and public trust.

This statement confirms our commitment to adhering to the principles and guidelines established in the City's Investment Policy and reflects our ongoing efforts to manage the City's investments prudently and effectively.

## DISCLOSURES

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**Optimized Investment Partners, LLC (OIP)** is an investment advisor registered with the U.S. Securities and Exchange Commission. The information provided herein is based on sources believed to be reliable, but OIP cannot guarantee its accuracy, completeness, or suitability. The views expressed are those of OIP at the time of distribution and are subject to change. This material does not constitute an offer to buy or sell any securities.

**Investment Risk Disclosures:** Investments managed by OIP are not FDIC insured, (except for certificates of deposit) and there is no bank guarantee. Investments may lose value. Past performance is not indicative of future results. Economic factors, market conditions, and changes in investment strategies can materially alter performance outcomes. Fixed income investments are subject to interest, credit, and market risks. Interest rate risk, credit risk, and market risk may affect investment values, particularly in periods of rising interest rates.

**Performance and Reporting:** Performance results are presented gross of advisory fees and include the reinvestment of dividends. The deduction of advisory fees will lower performance results. Historical performance of investment indices, including those referenced in this report, does not reflect transaction and custodial charges or investment management fees.

**Valuation and Pricing:** Prices are provided by US Bank, an independent resource.

**Legal and Advisory Note:** This report is for informational purposes only and should not be considered as specific investment or legal advice. The content may become outdated or superseded without notice. Opinions and views expressed are based on current market conditions and are subject to change. This report does not constitute an offer or solicitation regarding any securities or investment strategy.

## GLOSSARY OF TERMS

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**Accrued Interest:** Interest earned but not yet received.

**Active Deposits:** Funds that are immediately required for disbursement.

**Amortization:** An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

**Asked Price:** The price a broker dealer offers to sell securities.

**Basis Point:** One basis point is one hundredth of one percent (0.01%).

**Bid Price:** The price a broker/dealer offers to purchase securities.

**Book Entry Securities:** Securities that are recorded in a customer's account without physical certificates. Transactions are recorded electronically, reducing costs and risks of handling.

**Book Value:** The value at which a debt security is shown on the holder's balance sheet, calculated as acquisition cost less amortization of premium or accretion of discount.

**Bond:** A financial obligation where the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

**Bond Swap:** Selling one bond issue and buying another to achieve benefits like tax-deductible losses, increased yields, or improved portfolio quality.

**Bullet Bond:** A debt obligation that cannot be called or repaid before its scheduled maturity date.

**Callable Bond:** A debt obligation where the issuer has the option to call the bond or repay it early.

**Certificate of Deposit:** A deposit insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC) at a set rate for a specified period of time.

**Collateral:** Securities, evidence of deposit, or pledges used to secure repayment of a loan, or securities pledged by a bank to secure public money deposits.

**Constant Maturity Treasury (CMT):** An average yield of a specific Treasury maturity sector for a given time frame, used as a market index for reference.

**Credit Analysis:** A review and appraisal of the economic and financial conditions or the ability to meet debt obligations.

**Custody:** A banking service that provides safekeeping for securities in a customer's investment portfolio and handles related transactions.

**Delivery vs. Payment (DVP):** The simultaneous exchange of money for securities.

**Discount:** The difference between the cost of a security and its value at maturity when quoted at a lower than face value.

**Diversification:** The practice of spreading investment funds among a variety of securities to reduce risk.

**Duration:** The weighted average maturity of a bond's cash flow stream, representing the time at which an investor has received half of the original investment in present value terms.

**Fannie Mae:** Trade name for the Federal National Mortgage Association (FNMA), a U.S. government-sponsored corporation.

**Federal Deposit Insurance Corporation (FDIC):** Insurance provided to customers of a subscribing bank, guaranteeing deposits up to a set limit (currently \$250,000) per account.

**Federal Reserve System:** The central bank of the U.S., consisting of a seven-member Board of Governors, 12 regional banks, and approximately 8,000 commercial banks.

**Fed Wire:** A wire transmission service established by the Federal Reserve Bank for transferring funds through debits and credits between participants.

**Freddie Mac:** Trade name for the Federal Home Loan Mortgage Corporation (FHLMC), a U.S. government-sponsored corporation.

**Investment Agreements:** Agreements with financial institutions to borrow public funds with terms concerning collateral, liquidity, and interest rates.

**Interest Rate:** The annual yield earned on an investment, expressed as a percentage.

**Internal Controls:** Procedures and practices designed to protect assets from loss, theft, fraud, or misuse and ensure accurate financial reporting.

**Joint Powers Authority Pool:** Shares of beneficial interest issued by a joint powers authority that invests in securities and obligations in compliance with California codes.

**Liquidity:** The ability to rapidly convert an investment into cash.

**Market Value:** The price at which a security is trading and could be bought or sold.

**Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.

**Nationally Recognized Statistical Rating Organizations (NRSRO):** Agencies that assess the creditworthiness of an entity or specific security, typically referring to Standard and Poor's, Fitch Ratings, or Moody's.

**Non-callable Bond:** Also known as a Bullet Bond; a debt obligation where the bond issuer does not have the option to call the bond before its scheduled maturity date.

**Par Value:** The face value or principal amount of a bond or other security.

**Perfected Delivery:** Refers to an investment where the actual security or collateral is held by an independent third party representing the purchasing entity.

**Portfolio:** A collection of securities held by an investor.

**Rate of Return:** The yield obtainable on a security based on its purchase price or current market price, including amortized yield to maturity or current income return.

**Repurchase Agreement (REPO):** A transaction where the seller agrees to buy back securities from the buyer at an agreed-upon price after a stated period.

**Reverse Repurchase Agreement (REVERSE REPO):** A transaction where the buyer agrees to sell securities to the seller and buy them back at a future date.

**Risk:** The degree of uncertainty of return on an asset.

**Safekeeping:** The custody service provided for the individual securities in a customer's investment portfolio.

**Settlement Date:** The date on which a trade is cleared by delivery of securities against funds.

**Time Deposit:** An interest-paying deposit that requires the money to remain in the account for a specific length of time, such as a certificate of deposit.

**Treasury Obligations:** Debt obligations of the U.S. Government sold by the Treasury Department, including bills, notes, and bonds.

**U.S. Government Agencies:** Instruments issued by various U.S. government agencies, secured by the creditworthiness of the specific agency.

**Yield:** The rate of annual income return on an investment, expressed as a percentage.

**Yield to Maturity:** The rate of income return on an investment, considering any premium or discount, spread over the period from the date of purchase to maturity.

**AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Discussion and Direction on the Approval of the Updated Norms and Procedures, and Relevant Policies and Municipal Code Sections.

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**FISCAL IMPACT:** None.

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**STRATEGIC PLAN:** Provide Good Governance.

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**BACKGROUND:** The City of Suisun City’s Norms and Procedures document serves as a guideline for the governance processes and decision-making frameworks utilized by the City Council. Periodic updates are necessary to ensure that the document remains relevant and reflects the current needs and practices of the City.

In recent sessions, the City Council has reviewed and discussed various revisions to the Norms and Procedures document. Staff has incorporated these revisions, and the updated document is now presented for further review to identify any additional changes the City Council may deem necessary.

Furthermore, following a review of best practices in municipal governance, staff recommends amending the current ordinance to grant the City Manager authority over the hiring and firing of Department Heads without requiring approval from the City Council. This change would streamline the City's administrative processes and align Suisun City's practices with industry standards.

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**STAFF REPORT:** On July 23, 2024, the City Council met to discuss their Norms and Procedures. The document had not been updated since 2019 and the City Council desired to review all aspects of the document. The City Council discussed the high-level themes throughout the document with our consultants from Baker Tilly.

From this discussion, city staff took the consensus from the City Council during their discussions and adjusted the language throughout the document to meet the City Council’s desires and best practices throughout the industry.

Today’s meeting presents the City Council with the edited document for any additional changes the City Council desires. Once any additional changes have occurred, the recommendation is that the City Council approve the document.

Additionally, during the July 23, 2024, meeting, it was noted that (Ord § 2.08.110) adopted in 1967 and amended in 1985, (in summary) requires the City Manager to have hiring and firing decisions for Department Heads be approved through the City Council.

This process is not standard in today’s local government, as most agencies throughout the State of California the City Manager has complete hiring and firing authority over the Department Heads to ensure the operations of the city (which occurs through the Department Heads) does not become political and allows the City Manager as the chief executive of the city to make staff decisions.

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**STAFF RECOMMENDATION:** Staff is recommending that the City Council provide direction to review and approve the updated Norms and Procedures and bring back the ordinance amending it to allow the City Manager to complete hiring and firing authority over the Department Heads without requiring the approval of the City Council to match the best practices within the industry.

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**DOCUMENTS ATTACHED:**

1. City Council Norms and Procedures - Redline
  2. City Council Norms and Procedures - Clean
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**PREPARED BY:**

Bret Prebula, City Manager

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**ATTACHMENTS:**

1. [Council Norms and Procedures - Redline.pdf](#)
2. [Council Norms and Procedures - Clean.pdf](#)

# SUISUN CITY COUNCIL NORMS & PROCEDURES

## Section 1. GENERAL

### 1.1 Purpose.

The purpose of these Norms and Procedures is to promote communication, understanding, fairness, and trust among the members of the City Council and staff concerning their roles, responsibilities, and expectations for management of the business of the City of Suisun City.

In the interest of promoting best practices in our local government as Municipal Legislators, this document will include operational procedures, policies, and practices.

### 1.2 Code of Conduct.

The residents and businesses of Suisun City are entitled to have a fair, ethical and accountable local government, which has earned the public's full confidence for integrity. The effective function of our democratic government by law requires that:

- Our public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Our public officials will be independent, impartial and fair in their judgment and actions;
- We will ensure the public office be used for the public good, and not for personal gain; and,
- Public deliberations and processes will be conducted openly, unless legally confidential, in an atmosphere of respect and civility; and

### 1.3—Decorum.

~~All Council Members shall practice a high degree of decorum and courtesy. Respect for each Council Member's interpersonal style will be the standard of operation. Courtesy and respect for individual points of view will be practiced at all times.~~

~~All Council Members shall respect each other's right to disagree. Council Members shall commit to avoiding personal attacks, using language that is demeaning, or using words or phrases that tend to "shut others down."~~

~~When addressing the public in any way, all Council Members shall make certain their opinions are expressed solely as their own, and do not in any way necessarily reflect the opinions of any other Council Member or the City.~~

- Legally confidential discussions in closed sessions shall remain confidential to protect the City from liability and the processes of city governance.

In addition to the legal commitments noted above, the City of Suisun City Council agrees to the following governing norms:

- Be transparent and authentic; say what you mean and mean what you say.
- Afford each council member the time and opportunity to share their interest, and refrain from dominating the discussion.
- Be cooperative and assume one another's good intentions.
- Work as a team on behalf of the community, and not as competitors.
- Respect the Council / Manager form of government, including not directing staff.
- Following a council vote, support the decision of the body.
- This subject is expanded in Section 11.  No personal attacks or profanity.

**1.43 Overview of Council responsibilities.**

Suisun City is a California General Law city with a council/manager form of government. The City

Council, which is elected directly by city voters, is assisted by a number of appointed and separately elected officials to provide services for City residents. The City Council has the following duties and responsibilities:

- (a) **Appointment of the City Manager and City Attorney.** The City Council shall appoint the City Manager and the City Attorney. The City Manager shall implement City Council policy and run day-to-day operations of Suisun City. The City Attorney shall provide legal advice and act as counsel to elected officials and city staff in adherence to all federal, state and local laws pertaining to city operations and public policy. There should be an annual review for the City Manager and the City Attorney.

The City Manager's annual review shall follow closely the format included in the City Manager's contract and include goals for the next period. Less formal evaluations may take place quarterly or every six months at the pleasure of the Council. A separate procedure will be established for this evaluation.

The City Attorney's annual review shall be at a format proposed by the Mayor and agreed upon by the Council informally.

The Mayor at his/her discretion may annually create an ad hoc to oversee annual review process and prepare a summary evaluation.

(b) **Establishment of boards, commissions, and committees. (each a "City Body" and together "City Bodies") and appointment of members.** With the consent of the Council, the Mayor may establish ~~Boards, Commissions, and Committees, and~~ City Bodies. Pursuant to Government Code Section 40605, an elected Mayor, as is the Suisun City Mayor, may make appointments of members of ~~all to the City Boardies, Commissions, and Committees~~ with the approval of the City Council. The Mayor may, from time to time, cede this authority by resolution of the Council.

(c) **Legislative decisions.** The Council is the legislative body; its members are the community's decision makers. Power is centralized in the elected City Council collectively and not in individual members of the Council. The City Council approves the budget and determines the public services. It focuses on the community's goals, major projects and such long term considerations as community growth, financing and strategic planning. The City Council hires a professional City Manager to carry out administrative responsibilities and they City Council collectively supervises the City Manager's performance.

(d) **Legislative Advocacy.** The City Council, as the governing body, should develop where possible, with or without the assistance of outside professionals, a state and federal legislative platform. This platform shall be the guiding principles, which the City Council and City Manager use to advocate for the needs of Suisun City. From time to time, support or opposition letters or actions may be needed from the City, and often such action is required in short order, thereby preventing review by the full City Council. In such cases the following shall be the process:

i. When a letter or action is needed to request funding for Suisun City, the Mayor shall have the authority to sign such a letter or provide such direction.

ii. If the letter or action is to support or oppose a specific state or federal action or legislation, the proposed Suisun City position must be taken to a smaller body, such as a legislative subcommittee of the City Council comprised of the Mayor and one other City Council Member.

iii. The additional subcommittee member is appointed by the Mayor with the consent of the Council consent. This appointment shall be made in December of each year for the following 12 months.

#### 1.54 Overview of City Manager responsibilities.

The City Manager is hired to serve the City Council and the community and to bring the benefits of education, training and experience in administering the City's projects, programs, and public services on behalf of the City Council. The City Manager follows the direction of the entire City Council and not individual members of the Council or the public, and serves at the sole discretion of the Council.

As the City's Chief Executive Officer, the City Manager oversees:

- Department heads and department operations

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- ☐ Budget development and fiscal management
- ☐ Policy implementation
- ☐ Personnel administration and human resources
- ☐ Labor relations
- ☐ Intergovernmental relations
- ☐ Service delivery
- ☐ Elected official support
- ☐ A variety of special projects and assignments

The City Manager appoints, removes, promotes, and demotes any and all officers and employees of the city except the City Clerk, City Attorney, and City Treasurer. Appointment, removal, promotion, or demotion of department heads shall require prior approval of the City Council. (eOrd 5§ 2.08.110)

Among the chief duties, the City Manager will implement the Council's policies, projects, programs, and public services in an effective and efficient manner, providing professional advice on policy matters, intergovernmental affairs, economic development, and environmental issues.

**1.65 Annual Review.**

The City Council shall conduct a review of this document annually within three months prior to the start of a new fiscal year, or whenever Council deems necessary, to assist Council Members in being more productive in management of the business of the City.

**1.76 Ralph M. Brown Act.**

All conduct of ~~the each City Council, Commissions, Committees and Subcommittees~~Body, as well as ~~Task Forces and Ad Hoc~~s shall be in full compliance with the Ralph M. Brown Act.

## SECTION 2. COUNCIL REORGANIZATION

**2.1 Mayor Pro Tem Selection Process.**

In December of each year, the Mayor shall select and appoint a Mayor Pro Tem, with consent of the City Council, from among the members of the Council. Selection and appointment shall be at the first meeting of a new term following each General Municipal Election or at the first meeting in December during non-election years. For all intents and purposes, the title Mayor Pro Tem and Vice Mayor are used interchangeably. The term of the appointment shall be for a 12-month period commencing on January 1<sup>st</sup> of each year, unless otherwise provided for by majority vote of the Council.

**2.2 Duties of the Mayor Pro Tem/Vice Mayor**

The Vice Mayor remains as one member of the City Council and has no rights or authority different from any other member of the Council. The Vice Mayor is the designated individual to represent the Mayor and perform any duties as required when the Mayor is unavailable. If the Mayor will be unavailable for an extended period of time, the Mayor shall provide notification to the Vice Mayor, City Manager, and City Clerk, in addition to outlining any additional duties.

**2.3 Appointment of a Council Vacancy.**

In the event of a vacancy of office or the death or resignation of any Council Member, the Mayor shall appoint a new Council Member, with the consent of the Council, within sixty (60) days after a vacancy or death or resignation becomes effective in compliance with the California Elections Code, unless the Council, by resolution, decides to instead call a special election. In the event of appointment, the Mayor, with the consent of the Council, shall determine by resolution the process for appointment prior to the application process and in accordance with State law.

## SECTION 3. ADMINISTRATIVE MATTERS

**3.1 Attendance.**

City Council Members acknowledge that attendance at lawful meetings of the City Council is part of their official duty. Council Members shall make a good faith effort to attend all such meetings unless unable. Council Members will notify the Mayor, City Manager, and City Clerk, if they will be absent from a meeting.

~~Per Gov~~Pursuant to Government Code ~~Section~~ 36513, ~~"~~if a city councilmember is absent without permission from all regular city council meetings for 60 days consecutively from the last

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regular meeting he or she attended, his or her office becomes vacant and shall be filled as any other vacancy.<sup>117</sup>

**3.2 Correspondence.**

With some exceptions, proposed correspondence (including electronic) from individual Council Members/Mayor on City stationery shall be reviewed by the Council in draft form prior to release.

~~On occasion, there are urgent requests from the League of California Cities for correspondence concerning legislation directly affecting municipalities. Assuming there is agreement between the Mayor and City Manager that the League's position corresponds with that of the Council, the Mayor may send a letter without first obtaining Council review.~~

~~City letterhead will be made available for routine, discretionary correspondence (e.g., thank you notes, etc.), or such correspondence will be prepared by staff for signature, without prior consent of the Council.~~

The City will provide stationary designated as ~~"~~The Office of~~"~~ for each member of the Council to use for correspondence as it relates to ~~you~~each Council Member's elected position (e.g., thank you notes, letters of recommendation, direct communication to residents or businesses, etc.). This letterhead will have the same information as provided on ~~you~~their business card. Any views expressed in this correspondence (including electronic) are solely ~~you~~the Council Member's own and do not represent the views of the City or the Council.

E-mails from Council Members should be respectful and professional. This form of correspondence is a public record subject to disclosure under the California Public Records Act.

**3.3 Regional Boards, Committees and Ad Hocs**

The role of the Council on regional boards will vary depending on the nature of the appointment. Representing the interests of Suisun City is appropriate on some boards; this is generally the case when other local governments have their own representation. The positions taken by the appointed representatives are to be in alignment with the positions that the Council has taken on issues that directly impact Suisun City. If an issue should arise that is specific to Suisun City and the Council has not taken a position, the issue should be discussed by the Council prior to taking a formal position at a regional board meeting, to assure that it is in alignment with a majority of the Council's position.

Council representatives to such various boards shall keep the Council informed of ongoing business through ~~brief oral or~~ written reports to the Council during properly posted Council meetings. City Council Members shall report to the Mayor and City Manager, through an electronic means created and provided to the City Council members, any updates to the City Council and public, related to work as liaisons on Regional Boards, Commissions, Committees, or Ad Hoc Committees. These updates must be completed by 5pm PST, the Wednesday before each City Council meeting. There may be weeks when no update is necessary, which should be noted in the document.

Council Members shall make a good faith effort to attend all regional meetings to which they are assigned. Attendance should not be less than 75% of all annual scheduled meetings and all absences should be reported to the Mayor. If a Council Member is unable to attend, the Council Member shall notify his/her alternate as far in advance of the meeting as possible so as to allow the alternate to attend.

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A list of these assignments ~~are~~ maintained by the Deputy City Clerk and will be distributed to the Council when updated.

### 3.4 Distribution of Information.

It is essential that every member of the City Council have the same information from which to form decisions and actions. Any information distributed to one Council Member shall also be distributed to all Council Members.

The Mayor, by virtue of the position, may receive information in advance of other members of the Council in order for the City Manager to effectively proceed with the day-to-day operation of the City. The City Manager will make every effort to disseminate this information to the remaining members of the Council ~~in a timely manner prior to the next City Council meeting or before the information becomes public~~, whether through the City Manager ~~Report or Weekly Update or at the City Manager's meetings with individual~~ Council Members ~~Manager 1-1~~.

### 3.5 Reimbursement.

Every effort shall be made to limit the need to reimburse Council Members for expenses. City Council Members may be reimbursed for personal expenses for travel to and lodging at conferences or meetings related to their role as a Council Member. The reimbursement of expenses is limited in the following manner: Members shall be reimbursed subject to the Administrative Directive related to travel expense (AD#1.) Any additional expenses that fall outside the scope of this policy may be reimbursed only if approved by the City Council, at a public meeting, before the expenses are incurred. Any request for reimbursement of expenses shall be accompanied by an expense form and receipts ~~to~~ documenting the expenditure. These documents are public records subject to disclosure under the California Public Records Act.

~~Brief reports must be given on any outside meeting attended at the expense of the City at the next regular Council meeting.~~

### 3.6 Ethics and Sexual Harassment Prevention & Education Training.

Any member of the City Council ~~and commissions, or advisory committees or another City Body, Task Force or Ad Hoc~~ formed by the City Council, shall receive at least two hours of ethics training in general ethics principles and ethics laws relevant to his/her public service every two years, as mandated by AB 1234, and at least two hours of sexual harassment prevention training, as mandated by AB 1661. New members must receive this training within their first year of service for ethics and six months for sexual harassment prevention training and education, and file a certificate of completion with the Deputy City Clerk. Members shall attend training sessions that are offered through the League of California Cities or locally in the immediate vicinity of Solano County, or by completing online a state-approved public service ethics education program.

An individual who serves on multiple legislative bodies need only receive two hours of each training every two years to satisfy this requirement for all applicable public service positions. If the City offers either course, the City will use a course that has been reviewed and approved by the Fair Political Practices Commission and the California Secretary of State.

~~The~~The Deputy City Clerk is required to keep ethics training records for five years to document and prove that these continuing education requirements have been satisfied. These documents are public records subject to disclosure under the California Public Records Act.

### 3.7 City Seal.

The City Seal is an important symbol of Suisun City. No change to the City Seal shall be made without Council approval. Individual Council Members shall be careful in use of the City Seal so as not to create an appearance that the Council Member is acting on behalf of or with official endorsement of Suisun City.

### 3.8 Use of City Email and Social Media.

Except for emergencies, public officials who are not City employees ("public officials") conducting City business should not create any "public record" (as that term is defined in California Government Code Section 6253(e)) by using any email account that is not a City email account, or by using any non-City-controlled social media account. Instead, public officials should use a City email or City-controlled social media account. for

~~In an emergency, a public official may send an email on a non-City email account, but only if a copy of any public record that is created as a result is contemporaneously copied to the City email account of that same public official, or a hard copy is provided to the City for retention in City records.~~

~~Practically speaking, this means that public officials should rarely, if ever, use a personal email account to conduct City business, and should never use personal social media accounts to conduct City business.~~

Nothing in this policy is intended to limit a public official's use of private email and social media accounts for non-City business such as personal communications and campaign related activities.

~~Nor is this policy intended to require public officials to provide privileged communications or documents to the City, or to waive any applicable privileges which may apply to documents purely because they have been turned over to the City in compliance with this policy.~~

For purposes of this policy "City-controlled social media account" is an account on a social media platform (e.g. Facebook, Instagram, Twitter) that is created and used by the City (e.g. the City's official Facebook page, if any).

Use of City Electronic Devices. In general, when creating or modifying public records in the conduct of City business on an electronic device that can create and modify public records (e.g. computers, mobile phones, tablets), public officials should only use City-issued devices. ~~There are two exceptions:~~

~~However, Exception: Using City Accounts.~~ Public officials may use non-City electronic devices when accessing an official City account, (e.g. such as City email address, and City-controlled social media account)s.

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~~Exception: Contemporaneous Copying.~~

~~If, in a given situation,~~Exception: If using a City electronic device is clearly impractical or if a public official has not been issued or does not have in the public official's possession a City electronic device, a public official may use a non-City device, but only if a copy of each affected public record is contemporaneously copied to a City account of that same public official, or to the related City-controlled social media account, or a hard copy is provided to the City for retention in City records.

Texting Only on City Devices. Except for emergencies or when communicating with the City Attorney's Office, public officials conducting City business shall not send or receive texts on any device other than a City owned device. In an emergency, a public official may use a non-City device to text, but only if a copy of any public record that is created as a result is contemporaneously copied to a City account of that same public official, or a hard copy is provided to the City for retention in City records. ~~Practically speaking, this means that public officials should rarely, if ever, use a non-City owned device to text in the conduct of City business.~~

~~Provide Copies to City. If a public official has possession of a public record that is not in the possession of the City, the public official shall promptly provide a copy of the record to the City, and take reasonable precautions to prevent this from occurring again. For example, if a public official receives an email regarding City business on a non-City email account, and the email was not sent to or from a City email account (i.e. the City doesn't already have a copy), the public official shall promptly forward a copy of the email to the public official's City email account, or provide a hard copy to the City for retention in City records, and should request that the sender send future correspondence to a City-controlled email account.~~

**3.9 Compensation.**

Council members are compensated in accordance with California Government Code Sections 36516 and 36516.5. The amount is memorialized in the City's Municipal Code.

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## SECTION 4. COUNCIL RELATIONSHIP WITH STAFF

Suisun City is a Council/ Manager form of government. The Council establishes policy and the City Manager and their staff implement that policy. Note: The foundation of To effectively govern and maintain a healthy and productive relationship between City Council and all City Staff, is based on staying within the chain of command the Council and staff alike must respect and abide by the roles and responsibilities of each and commit to work through the City Manager.

### 4.1 City Manager.

The City Manager serves as the City's chief executive officer. They implement Council policy, provide professional recommendations and guidance to the Council, direct, supervise and manage all City staff, and manage day-to-day operations. The City Manager may delegate this responsibility to Department Heads, at their discretion.

City Council Members are always free to go to the City Manager to discuss City business. Issues concerning the performance of a ~~D~~department or any employee must be directed to the City Manager. ~~Direction to City employees, other than the City Manager or City Attorney, is the prerogative of the City Manager. T~~In passing along critical information, the City Manager will be responsible for ~~contacting~~communicating with all Council Members. ~~The City Manager may delegate this responsibility to Department Heads.~~

### 4.2 Agenda Item Questions.

Council members are to work through the City Manager or City Attorney on all issues, concerns and questions. If a Council Member has a question on an agenda item, the Council Member should contact the City Manager, if at all possible, prior to any meeting at which the item may be discussed, to allow the City Manager and their staff time to provide the most complete answer to the Council Member's question. This does not restrict Council Members from asking questions during a Council meeting.

### 4.3 Interaction of City Council with Staff.

~~The Council shall treat staff with respect and shall not abuse staff, nor embarrass staff in public. The City Council Members are welcome to have contact with any city employee. However, the Council are to work through the City Manager or City Attorney on all issues, concerns and questions. This is to allow the senior professional staff, with the proper education, training, experience and knowledge of issues, laws and City Council's policies to coordinate a full and complete response and reduce error or misunderstanding by staff members not necessarily knowledgeable on all issues. This can provide a better overall response, allow any new issues to properly be considered and avoid unintended redirection of staff efforts. Council Members are free to speak to Department Heads and may ask for information related to their department or agenda items. However, at no point is it acceptable to provide direction. All direction should be given to the City Manager, and the City Manager should be informed of contacts made with Department Heads. This informal system of direct communication is not to be abused.~~

~~City Council Members shall not meet with groups of management employees for the purpose of discussing terms of employment or establishing employee policy.~~

#### **4.4 — Individual Council Member's Requests.**

~~Council Members shall make their requests for information to the City Manager and not directly to individual members of staff or to a Department Head. The use of City staff, including the City Manager, to respond to an individual Council Member's request for any purpose that exceeds more than one hour of total staff time must be approved by the majority vote of the full Council. or information. The individual City Council Member may make his/her request orally or in writing to the City Manager. The City Manager shall provide an estimate of the cost and how the request affects the Council's Goals and Objectives. This request will then be considered by the City Council at the next possible City Council meeting. Irrespective of the amount of staff time required to respond to each Council Member's request, individual Council Member's requests should be limited to no more than three to five requests per week.~~

## SECTION 5. PROCEDURES FOR APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES

### **5.1 Definitions of Various City Bodies, including Task Forces, Committees, Ad Hoc, Commissions, and Boards.**

- (a) **Task Force:** A temporary grouping of individuals and resources for the accomplishment of a specific objective.
- (b) **Committee:** A group of people officially delegated to perform a function, such as investigating, considering reporting, or acting on a matter.

(c) **Ad Hoc:** Committees established for a specific purpose. Formed for or concerned with one specific purpose (e.g. ad hoc compensation committee); for the particular end or case at hand without consideration of wider application; formed or used for specific or immediate problems or needs; often improvised or impromptu; contrived purely for the purpose in hand rather than carefully planned in advance.

(d) **Commission:** A group of people officially authorized to perform certain duties or functions with certain powers or authority granted; the act of granting certain powers or the authority to carry out a particular task or duty; the rank and powers so conferred.

(e) **Board:** A group of persons having managerial, supervisory, or advisory powers. In parliamentary law, a board is a form of deliberative assembly and is distinct from a committee, which is usually subordinate to a board or other deliberative assembly — in having greater autonomy and authority.

**5.2 Recruitment and Appointment Process.**

(a) On or before December 31<sup>st</sup> of each year, the Deputy City Clerk shall prepare and post a list of all Council-appointed ~~board, commission and committee terms~~ terms of City Bodies that expire during the next calendar year in compliance with ~~the Maddy Act~~ (Government Code Section 54972).

(b) The Deputy City Clerk shall annually advertise ~~in a newspaper and on the City's website~~ for applicants wishing to be considered for appointment to ~~boards, commissions and committees.~~ a City Body. All persons seeking appointment to a City Body must complete and submit an application form to the Deputy City Clerk.

(c) Annually and if an unscheduled vacancy occurs on a City Body during the year, the following steps should be taken to publicize the vacancy and fill the position:

1. Public announcement of the vacancy at a Council meeting.
2. ~~A~~ Newspaper advertisement announcing the vacancy.
3. A recruitment period of at least ten (10) days.
4. A vacancy notice posted at City Hall, the Nelson Center, and on the City's website for at least 20 days.
5. Announcements in the local media, such ~~as~~ press releases, online news outlets and free weekly sales papers.
6. Distribution to appropriate professional and community organizations and all groups that have requested notification.

~~(e)~~ (d) Although there may be multiple applicants, the Mayor is not required to choose from the pool of applicants and may nominate ~~his/her~~ their own appointee, provided the appointee qualifies. This applies to individual Council Members where the Mayor has ceded ~~his/her~~ their authority.

~~(e)~~ All persons seeking appointment to a City board, commission or committee shall complete and submit an application form to the City Clerk as set forth in Section 5.6. Applications shall be

kept on file for two years in the City Clerk's office and vacancies may be considered from the applications on file, as well as new applications.

(e) If an ~~unscheduled board or commission~~ vacancy occurs during the year, the following steps should be taken to publicize vacancies on boards, commissions and committees:

~~outside of the annual recruitment cycle, the Mayor may appoint from the existing applications already on file if there is more than four (4) months remaining on the vacant seat.~~

~~1. Public announcement of the vacancy at a Council meeting.~~

~~2. A newspaper advertisement announcing the vacancy.~~

~~3. A recruitment period of at least ten (10) days.~~

~~4. A vacancy notice posted at City Hall, the Nelson Center, and on the City's website for at least 20 days.~~

~~5. Announcements in the local media, such as press releases, online news outlets and free weekly sales papers.~~

~~If there are less than four month remaining, the Mayor can elect not to fill that seat and wait for the annual recruitment process, unless there is an urgent reason to appointment immediately such as need for a quorum.~~

~~6. Distribution to appropriate professional and community organizations and all groups that have requested notification. The Mayor may also request that a midyear recruitment be conducted to fill the vacancy if needed.~~

### 5.3 Requirement for Appointment.

(a) All persons appointed to City ~~boards, commissions and committees~~Bodies, task forces or ad hoc shall be residents of the Suisun City ~~or be a majority owner of a business located in Suisun City at the time of their appointment and shall remain so throughout their term of appointment. Should any person so appointed move from the City or no longer hold majority ownership of a business located within Suisun City during their term of office, such office shall be forfeited. The Mayor with the consent of the Council shall, upon forfeiture, make a new appointment to fill the unexpired term.~~

~~(b) All persons appointed to City boards, commissions and committees shall complete and submit an application form to the City Clerk as set forth in Section 5.6.~~

~~(e) b) Except as provided by state or local statute, the appointee shall not be a current City employee or currently appointed to another City board, committee or commission.~~Body.

### 5.4 Council Notification.

By October 1 of each year, the Deputy City Clerk will notify the Mayor of expiring terms for members of those City ~~boards, commissions, and committees~~Bodies.

### 5.5 Incumbents.

(a) At the end of the first term, the incumbent ~~board, commission or committee~~City Body member may, at the discretion of the Mayor, be reappointed for an additional term without the need to apply or interview for re-appointment. In lieu of an application, the ~~board, commission or committee~~member shall submit to the Deputy City Clerk a letter or email expressing interest in re-appointment 60 days prior to the expiration of the member's first term.

(b) Any incumbent interested in re-appointment who has served two or more terms must apply for re-appointment as set forth in Section 5.62.

**5.6 Application.**

~~Except as set forth in Section 5.5, all persons considered for appointment or re-appointment shall complete an application form. This application form must be received by the City Clerk by the required deadline.~~

**5.7 Attendance.**

(a) ~~Board, commission and committee members~~Members of City Bodies are expected to regularly attend and participate on their respective ~~boards, committees and commissions.~~City Body.

(b) All absences should be reported to the Mayor and Deputy City Clerk in advance of missing the meeting.

(c) A board, commission or committee member whose attendance is less than seventy-five percent (75%) of the required meetings over a period of a year may be subject to removal at the discretion of the Mayor. Council will be notified of any actions taken.

~~(d) The Council may grant an approved leave of absence for a board, commission or committee member for such reasons as the Mayor determines appropriate. Council will be notified of any actions taken~~

**5.87** Norms and Procedures and Conflicts of Interest.

(a) ~~Board, committee and commission~~ All City Body members shall be expected to adhere to the Council Norms and Procedures.

(b) ~~Board, committee and commission~~ All City Body members shall comply with all state and local laws with respect to ethics and conflicts of interests to the extent that such laws apply to their position, including state and local requirements to timely file Statements of Economic Disclosure if the member is designated as a filer by state law or by the City's Conflict of Interest Code.

(c) ~~Members of City boards, commissions or committees~~ All City Body members may not use their ~~board, commission or committee~~ City Body position title for political endorsements.

**5.98 Conflicts with Federal, State or Local Law.**

In case of a conflict between this section of the Norms and Procedure policy with federal, state or local law, such federal, state or local law shall be the controlling factor.

**SECTION 6. MEETINGS**

**6.1 Open to Public.**

All meetings of the City Council whether regular, special, or study sessions, shall be open to the public, unless a closed session is held as authorized by law. All meetings shall be noticed as required to allow action to be taken by the Council.

**6.2 Broadcasting of City Council Meetings.**

All regular Council meetings shall be scheduled in the Council Chambers to allow for web streaming, unless the number of participants exceeds room capacity. The final decision shall be the responsibility of the Mayor.

**6.3 Regular Meetings.**

At the first regular meeting in January, the City Council will approve the schedule of meetings for the calendar year, which in addition to the regular meeting schedule, may include the cancellation of regular meetings and the addition of special meetings and study sessions. This practice does not, however, preclude the Mayor from calling additional meetings pursuant to Section 6.5, if necessary.

The City Council shall convene its regular City Council meetings at 6:30 p.m. on the first and third Tuesday of each month. However, each Tuesday is a regular meeting day if necessary to carry out the business of the city and Council members should be prepared to meet on any Tuesday evening.

The City Council hopes to conclude its public business at Regular Meetings by 10:00 p.m. ~~Ordinarily, at the discretion of the Mayor, no new~~ Before an items ~~will~~ can be taken up ~~after the~~ past 10:00 p.m. ~~cut-off and any items, a vote must occur to continue the meeting. The meeting will only~~ continue if a super majority of the City Council approves such an action. If the decision is to not ~~continue, all~~ remaining agenda items will be ~~agendized~~ removed to the next regular City Council meeting.

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#### 6.4 Cancelling Meetings.

Pursuant to Government Code Section 36805, City Council shall hold a Regular Meeting at least once each month. Outside of this provision, the Mayor may cancel no more than four (4) Regular Meetings at his/her discretion no less than 7 days before the planned meeting. The Mayor may cancel a meeting at any time in the case of an emergency or when a majority of members have confirmed their unavailability to attend a meeting.

#### 6.5 Special Meetings.

A special meeting may be called at any time by the Mayor or by a majority of the City Council in accordance with the Brown Act. Written notice of any such meeting must specify the purpose of the meeting. Notice of the meeting must be given in accordance with law. Public comments at special meetings shall be limited to only those items described on the special meeting notice/agenda.

The City Council may hold study sessions or joint meetings with other ~~boards, commissions, committees, City Bodies~~ or agencies as deemed necessary to resolve City business. These meetings will be coordinated by the Deputy City Clerk. Study sessions are scheduled to provide Council Members the opportunity to better understand a particular item. While Council may legally take action at any noticed meeting, generally no formal action is taken at study sessions. If action is to be taken at a study session, then the agenda will state that action may be taken.

**6.6 Closed Sessions.**

a) The City Council may hold closed sessions at any time authorized by law (and in consultation with the City Attorney), to consider or hear any matter, which is authorized by law. The Mayor or any three Council Members may call a closed session meetings at any time.

~~b) In order for three Council Members to call a closed session the following procedure shall be followed. A Council Member shall email or call a meeting with the City Manager or the City Attorney outlining the desire and reason a closed session should be called. The City Manager or City Attorney will interview other Council Members as to their desire to hold such a closed session. If two other Council Members agree that a closed session is warranted, a closed session will be agendized as soon as practicable at a date and time acceptable to the Council Members requesting the closed session.~~

**6.7 Quorum.**

Three (3) members of the City Council shall constitute a quorum and shall be sufficient to transact business. If fewer than three Council Members appear at a regular meeting, the Mayor, Vice Mayor in the absence of the Mayor, any Council Member in the absence of the Mayor and Vice Mayor, or in the absence of all Council Members, the City Clerk or Deputy City Clerk, shall adjourn the meeting to a stated day and hour.

~~Business of the City Council may be conducted with a minimum of three members being present; however, pursuant to the California Government Code, matters requiring the expenditure of City funds and all resolutions and non urgency ordinances must receive three affirmative votes for approval.~~

**6.8 Minutes.**

The City Clerk shall prepare minutes of all public meetings of the City Council. Electronic copies will be distributed to the Council for review ~~one (1) week following the meeting prior to being placed on the City Council agenda for approval. Council Members will have one (1) week to provide feedback to the City Clerk for corrections or clarifications. The City Clerk will provide the corrected minutes to the City Manager one (1) week before the meeting to ensure inclusion in the Agenda Packet.~~

**6.9 Adjourned Meetings.**

The City Council may adjourn any regular, adjourned regular, special, or closed session meeting to a time and place specified in the order of adjournment and permitted by law.

**SECTION 7. POSTING NOTICE AND AGENDA**

**7.1 Posting of Notice and Agenda.**

For every regular, special, or study session meeting, the City Clerk or other authorized person shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all items of business to be discussed at the meeting. This notice and agenda may be combined in a single document. Posting is to be according to law.

~~7.2 Location of Posting~~

~~The notice and agenda shall be posted at City Hall in a place to which the public has unrestricted access and where the notice and agenda are not likely to be removed or obscured by other posted material, and to the City website.~~

~~Although not required, additional posting places have been identified to increase civic engagement:~~

- ~~• Joseph Nelson Center~~
- ~~• Fire Department~~
- ~~• Harbor Master Building~~
- ~~• City-Controlled Social Media~~
- ~~• Non-City Partnership Buildings~~

## SECTION 8. AGENDA CONTENTS

### 8.1 Mayor's Responsibility.

The Mayor is responsible for running a timely and orderly meeting. If the Mayor is unavailable to run a Council meeting, the Vice Mayor shall run the meeting. The Mayor, in consultation with the City Manager or his/her designee, shall organize the agenda and agenda forecast. The agenda forecast will be distributed with the City Manager's report.

### 8.2 Availability to the Public and Description of Matters.

~~The agenda for any regular, special, or study session meeting of the City Council shall be made available to the general public and all items of business to be discussed at a meeting of the City Council shall be briefly described on the agenda. in accordance with the Ralph M. The description should set forth the proposed action to be considered so that members of the public will know the nature of the action under review and consideration.~~

~~As stated in Section 4.2, if a Council Member has a question on a subject, the Council Member should contact the City Manager prior to any meeting at which the subject may be discussed.~~

### ~~8.3 Availability to the Public:~~

~~The agenda for any regular, special, or study session meeting, shall be made available to the general public as required by law Brown Act.~~

### 8.43 Limitation to Act Only on Items on the Agenda.

No action shall be taken by the City Council on any item not on the posted agenda, subject only to the exceptions listed below:

(a) Upon a majority determination that an "emergency situation" (as defined by State Law) exists; or

(b) Upon determination by a 4/5 vote of the full City Council, or a unanimous vote if less than a full Council, that there is a need to take immediate action and that the need to take the action came to the attention of the City Council subsequent to posting of the agenda.

### ~~8.5 "Timing" of Agenda~~

~~The Mayor may "time" the agenda as a way for the Council to maintain a sense of how much time can be committed to any one item without going past an established ending time for the meeting.~~

**8.64 Order and Timing of Agenda — Regular Meeting.**

The prescribed order of the agenda for Regular Meetings of the Council will be as follows: Roll Call, Public Comment if a Closed Session is scheduled, Closed Session, Adjourn to Open Session, Pledge of Allegiance, Invocation, Conflict of Interest Notifications, Closed Session Announcement, if any, Informational Reports (City Manager/Executive—Director/Staff City Attorney), Presentations/ Appointments, Public Comments on Items not on the Agenda, Council Comment, Consent Calendar, Public Hearings, General Business Items, Non-presented Reports, and Adjournment. The Mayor may "time" the agenda as in a way that suggests how much time should be committed to any one item such that the meeting may end at the established time.

**8.75 Order of Agenda — Special Meeting – Closed Session.**

The prescribed order of the agenda for a Special Meeting — Closed Session of the Council will be as follows: Roll Call, Public Comment, Conflict of Interest Notifications, Closed Session, Closed Session Announcement if any, and Adjournment.

**8.86 Change in Order of Business.**

The Mayor may decide to take matters listed on the agenda out of the prescribed order. Council Members shall be given the opportunity to ask questions about Consent Items for clarification without having them removed.

**8.97 Agenda Request Policy.**

Requests for placement of items on the agenda can be submitted to the Mayor or City Manager at any time. The Mayor and City Manager will review the request and determine appropriate timing to bring the item forth.

Also, any member of the Council may request that an item be placed on a future agenda by indicating their desire to do so under the Council Member Report portion of the City Council agenda. The request will require the consensus of the Council to have the item brought back at a certain time versus at the pleasure of the Mayor or City Manager.

**8.103.8 Presentations.**

Presentations are put on the agenda with concurrence of the Mayor or City Manager. The Mayor or City Manager will use their best judgment on scheduling presentations and recognitions. Time limits shall normally be 5 minutes. Presentations may be extended by special circumstances as needed. Exceptions can be made at the Mayor's discretion.

~~To promote a proactive policy concerning state, regional and federal legislative issues, presentations shall include a periodic legislative update by the City Manager (or City Manager designee), to include information on important legislative issues and/or those matters that the City has a stated a position on during the Legislative Session~~

**8.118.9 Proclamations.**

Requests for proclamations can be submitted to the Mayor at any time. Proclamations or Special Recognition are created at the Mayor's full discretion.

The agenda will include Proclamations presented during the council meetings and a list provided of those for information purposes or presented outside of the meeting.

~~8.12—Redress.~~

~~Agenda items for redress or reconsideration are expanded in Section 9.8.~~

## SECTION 9. PROCEDURES FOR THE CONDUCT OF PUBLIC MEETINGS

### 9.1 ~~Role of Mayor, Rules of Order.~~

~~(a) The Mayor shall be responsible for maintaining the order and decorum of meetings.~~

~~It shall be the duty and responsibility of the Mayor to ensure that the rules of operation and decorum contained herein are observed. The Mayor shall maintain control of communication between Council Members and among Council, staff and public. The Mayor shall intervene when a Council Member, staff or other meeting participant is being verbally or otherwise attacked by a member of the public.~~

~~(b) Communication with Council Members:~~

- ~~1. Council Members shall request the floor from the Mayor before speaking.~~
- ~~2. When one member of the Council has the floor and is speaking, other Council Members shall not interrupt or otherwise disturb the speaker.~~

~~(c) Communication with members of the public addressing the Council on agendized items:~~

- ~~1. The Mayor shall open the floor for public comment as appropriate.~~
- ~~2. Council Members may question a person addressing the Council at the conclusion of the person's comments or upon expiration of the person's time to speak in order to gain additional information. At no point should Council Members engage in additional back and forth with members of the public.~~
- ~~3. Any staff member with an item on the agenda will be available to the City Council to answer questions arising during discussions between Council Members and among Council Members and members of the public.~~
- ~~4. Members of the public shall direct their questions and comments to the Council.~~

### ~~9.2—Rules of Order.~~

~~*Rosenberg's Rules of Order*, Revised 2011, govern all City Council Meetings. These Rules clearly and concisely set forth the important role of the chair (i.e., the Mayor) during a meeting; the process for making and voting on motions; the three standard motions, including the basic motion, the motion to amend, and the substitute motion; the process of debate; other procedural motions, including motions to limit debate, motions to table, and motions to adjourn. All City Council Members are encouraged to review and familiarize themselves with the details contained in this seven-page document. The City Council shall follow the "spirit" A copy of~~

~~Rosenberg's Rules of Order as a guide for the conduct of meetings, with the following modifications: is attached hereto and available on the City's website.~~

~~(a) A motion is not required prior to a general discussion on an agenda item. A pre-motion discussion allows the members to share their thoughts on the agenda item so that a motion can more easily be made that takes into account what appears to be the majority position.~~

~~(b) All motions require a second.~~

~~(c) A motion may be amended at the request of the maker and the consent of the person who seconded the motion. Such a procedure is often used to accommodate concerns expressed by other members.~~

~~(d) A motion to amend may still be used.~~

~~The Mayor has the discretion to impose reasonable rules at any particular meeting based upon facts and circumstances found at any particular meeting.~~

### **9.32 Appeal Procedures.**

Appellants shall be given the opportunity to speak first. Appellants and applicants responding to appeals may be given a total of up to 10 minutes each to present their positions to the City Council prior to hearing public comments. Appellants shall be given up to 5 minutes of rebuttal time after public comments are heard.

### **9.43 Applicants.**

Persons bringing to the City Council a request for approval shall be given a total of up to 10 minutes to present their positions/input prior to hearing public comments. An extension can only be granted by consent of a majority of the Council Members. Applicants shall be given up to 5 minutes of rebuttal time after public comments are heard.

### **9.54 Staff and Consultant Reports.**

In general, staff and consultant reports should be clear, brief and concise. Staff is to assume that the Council has read all materials submitted. Council shall be given an opportunity to ask questions of staff prior to hearing public comments.

### **9.65 Public Comment.**

(a) Persons present at meetings of the City Council, either in-person or participating remotely, may comment on individual items on the agenda at the time the items are scheduled to be heard. During Regular City Council meetings, comments may be offered on items not on the agenda under that portion of the agenda identified for Public Comment.

(b) The limit for speakers will be up to 3 minutes, depending on the number of speakers. Speakers are not allowed to delegate their time to another speaker. The Mayor may limit the time to be spent on an item and may continue the item, with the approval of the majority of the Council, to a future meeting at his/her discretion.

- (c) Upon addressing the Council, each speaker is requested, but not required, to first state his/her name, whom they represent and/or city of residence.
- (d) After the speaker has completed their remarks, the Mayor may direct the City Manager or City Attorney to briefly address the issues brought forth by the speaker. Council Members shall be respectful of the speakers and shall not enter into a debate with any member of the public nor discuss amongst themselves.
- (e) All Council Members shall listen to all public discussion as part of the Council's community responsibility. Individual Council Members should remain open-minded to informational comments made by the public.
- (f) The Mayor has the right to ask a member of the public to step down if over the allotted time or if the speaker's comments are not within the city's jurisdiction.

~~9.7 — Motions:~~

~~It will be the practice of the City Council for the Mayor to provide Council Members an opportunity to ask questions of staff, comment on, and discuss any agenda item in order to help form a consensus before a motion is offered. After such discussion, the Mayor or any Council Member may make a motion. Before the motion can be considered or discussed, it must be seconded. Once a motion has been properly made and seconded, the Mayor shall open the matter to full discussion offering the first opportunity to speak to the moving party, and thereafter, to any Council Member recognized by the Mayor. Customarily, the Mayor will take the floor after all other Council Members have been given the opportunity to speak. If a motion clearly contains divisible parts, any Council Member may request the Mayor or moving party divide the motion into separate motions to provide Council Members an opportunity for more specific consideration.~~

~~Tie Votes: Tie votes shall be lost motions. When all Council Members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal, unless the Council takes other action to further consider the matter. If a tie vote results at a time when fewer than all members of the Council, who may legally participate in the matter are present, the matter shall be automatically continued to the agenda of the next regular meeting of the Council, unless otherwise ordered by the Council.~~

~~9.8 — Reconsideration:~~

- (a) Request for reconsideration:

- ~~1. Request by a member of the public. Notwithstanding Rosenberg's Rules of Order, a request for reconsideration may be made by a member of the public to the City Council at the next regular meeting of the City Council or at any intervening special meeting of the City Council.~~
- ~~2. Request by a member of the City Council. Only a member of the City Council who voted on the prevailing side may request reconsideration. The request may be made at the same meeting or at the next regular meeting of the City Council or at any intervening special meeting of the City Council.~~

~~3. The member of the public or City Council Member making the request should state orally or in writing the reason for the request, without dwelling on the specific details or setting forth various arguments.~~

~~(b) Motion to reconsider any Council action.~~

~~1. Reconsideration at the same meeting. A motion to reconsider an action taken by the City Council may be made at the same meeting at which the action was taken (including an adjourned or continued meeting). A motion to reconsider an action taken by the City Council may be made only by a Council Member who voted on the prevailing side, but may be seconded by any Council Member and is debatable. The motion must be approved by a majority of the entire City Council.~~

~~2. Reconsideration at a subsequent meeting. If an intent to request a motion for reconsideration is communicated to the City Council prior to the deadline for posting the City Council meeting agenda, then the request for reconsideration may be agendaized if support for said action exists in accordance with the Council Norms Section 10.8. Otherwise, no City Council discussion or action on a possible reconsideration may occur unless the item is appropriately added to the agenda pursuant to Government Code section 54954.2(b), which addresses adding items that are not listed on a posted agenda (urgency agenda item). At the time such motion for reconsideration is heard, testimony shall be limited to the facts giving rise to the motion.~~

~~(c) Effect of approval of motion.~~

~~Upon approval of a motion to reconsider, and at such time as the matter is heard, the City Council shall only consider any new evidence or facts not presented previously with regard to the item or a claim of error in applying the facts.~~

~~If the motion to reconsider is made and approved at the same meeting at which the initial action was taken and all interested persons (including applicants, owners, supporters and opponents) are still present, the matter may be reconsidered at that meeting or at the next regular meeting or intervening special meeting (subject to the discretion of the maker of the motion) and no further public notice is required.~~

~~If the motion to reconsider is made and approved at the same meeting at which the initial action was taken but all interested persons are not still present, or if the motion is made and approved at the next regular meeting or intervening special meeting, the item shall be scheduled for consideration at the earliest feasible City Council meeting and shall be re-noticed in accordance with the Government Code, the City Municipal Code and the Council Norms and Procedures. The Clerk shall provide notice to all interested parties as soon as possible when a matter becomes the subject of a motion to reconsider.~~

~~9.9—Discussion.~~

~~(a) The discussion and deliberations at meetings of the City Council are to secure the mature judgment of Council Members on proposals submitted for decision.~~

~~This purpose is best served by the exchange of thought through discussion and debate.~~

~~To the extent possible, Council Members should disclose any ex parte communication prior to discussion on an item. Ex parte communications are those made in private between an interested party and an official in a decision-making process.~~

~~Discussion and deliberation are regulated by these rules in order to assure every member a reasonable and equal opportunity to be heard.~~

(b) — Obtaining the floor for discussion.

After the Council has commented on an issue, and a motion has been stated to the Council and seconded, any member of the Council has a right to discuss it after obtaining the floor. The member obtains the floor by seeking recognition from the Mayor. A member who has been recognized should make their comments clear, brief and concise.

(c) — Speaking more than once.

To encourage the full participation of all members of the Council, no member or members shall be permitted to monopolize the discussion of the question. If a Council Member has already spoken, other Council Members wishing to speak shall then be recognized. No Council Member shall be allowed to speak a second time until after all other Council Members have had an opportunity to speak.

(d) — Relevancy of discussion.

All discussion must be relevant to the issue before the City Council. A Council Member is given the floor only for the purpose of discussing the pending question; discussion which departs is out of order. Council Members shall avoid repetition and strive to move the discussion along.

A motion, its nature, or consequences, may be attacked vigorously. It is never permissible to attack the motives, character, or personality of a member either directly or by innuendo or implication. It is the duty of the Mayor to instantly rule out of order any Council Member who engages in personal attacks. It is the motion, not its proposer, that is subject to debate.

Arguments, for or against a measure, should be stated as concisely as possible. It is the responsibility of each Council Member to maintain an open mind on all issues during discussion and deliberation.

It is not necessary for all City Council Members to speak or give their viewpoints if another Council Member has already addressed their concerns. Although issues with potential to be litigated or otherwise appealed should have comments by each Council Member on the record.

(e) Mayor's duties during discussion.

The Mayor has the responsibility of controlling and expediting the discussion. A Council Member who has been recognized to speak on a question has a right to the undivided attention of the Council.



~~It is the duty of the Mayor to keep the subject clearly before the members, to rule out irrelevant discussion, and to restate the question whenever necessary.~~

**9.109.6 Council Member Respect.**

At all times, Council Members in the minority on an issue shall respect the decision and authority of the majority.

~~9.11— Council and Staff Reports and Directions on Future Agenda Items.~~

~~Council and staff reports at the end of Council meetings shall be limited to announcing Mayorappointed Regional Board activities on which Council Members serve, City and City-sponsored activities and items which directly affect the City. Community groups may announce their activities during Public Comments at the beginning of Council meetings. Council Members should refrain from making personal comments, stating personal activities, or items that do not impact their role as a Council Member.~~

## SECTION 10. CLOSED SESSIONS

10.1. Purpose.

It is the policy of the City Council to conduct its business in public to the greatest extent possible. However, state law recognizes that, in certain circumstances, public discussion could potentially jeopardize the public interest, compromise the City's position, and could cost the taxpayers of Suisun City financially. Therefore, closed sessions shall be held from time to time as allowed by law. The procedures for the conduct of these meetings shall be the same as for public meetings, except that the public will be excluded.

Prior to convening the closed session meeting, the Mayor shall publicly announce the closed session items and ask for public input regarding any items on the closed session agenda.

Pursuant to California Government Code Section 54963, City Council Members shall keep all written materials and verbal information provided to them in closed session in complete confidence to insure that the City's position is not compromised. No mention of information in these materials shall be made to anyone other than Council Members, the City Attorney or City Manager, except where authorized by a majority of the City Council.

**10.2- Rule of Confidentiality.**

The City Council recognizes that breaches in confidentiality can severely prejudice the City's position in litigation, labor relations and real estate negotiations. Further, breaches of confidentiality can create a climate of distrust among Council Members and can harm the Council's ability to communicate openly in closed sessions, thereby impairing the Council's ability to perform its official duties.

The City Council further recognizes that confidentiality of discussions and documents are at the core of a closed session. Confidentiality is essential if the closed session is to serve its purpose. Therefore, the City Council will adhere to a strict policy of confidentiality for closed sessions.

**10.3- Breach of Rule of Confidentiality.**

No person who attends a closed session may disclose any statements, discussions, or documents used in a closed session except where specifically authorized by State law. Any authorized disclosure shall be in strict compliance with these rules and the Ralph M. Brown Act. Violation of this rule shall be considered a breach of this rule of confidentiality.

**10.4- Agenda.**

The City Council agenda will contain a brief general description of the items to be discussed at the closed session, as required by law.

**10.5- Permissible Topics.**

All closed sessions will be held in strict compliance with the Ralph M. Brown Act. The City Attorney, or ~~his/her~~their designee, will advise in advance on topics that may be discussed in a closed session.

**10.6- Rules of Decorum.**

~~(a)~~—The same high standard of respect and decorum as apply to public meetings shall apply to closed sessions. There shall be courtesy, respect and tolerance for all viewpoints and for the right of Council Members to disagree. Council Members shall strive to make each other feel

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comfortable and safe to express their points of view. All Council Members have the right to insist upon strict adherence to this rule.

~~(b) Prior to a vote, the Mayor shall ensure that the motion is clearly stated and clearly understood by all Council Members.~~

~~a(e)~~ The Mayor shall keep the discussion moving forward so that debate and a ~~voted~~ discussion can occur in the time allotted for the closed session. The Mayor will determine the order of debate in a fair manner.

#### **10.7- Conduct of Meeting.**

(a) The Mayor will call the closed session to order promptly at its scheduled time.

~~(b) The Mayor will keep discussion focused on the permissible topics.~~

~~(c)~~ The use of handouts and visual aids such as charts is encouraged to focus debate and promote understanding of the topic. All such materials are strictly confidential.

~~(d)~~ If the City Council in closed session has provided direction to City staff on proposed terms and conditions for any type of negotiations, whether it be related to property acquisitions

~~or disposal, a proposed or pending claim or litigation, or employee negotiations, all contact with the other party will be through the designated City person(s) representing the City in the handling of the matter. A Council Member, not so designated by the Council, will not under any circumstances have any contact or discussion with the other party or its representative concerning the matter which was discussed in the closed session, and will not communicate any discussions conducted in closed session to such party.~~

#### **10.8- Public Disclosure After Final Action.**

~~(a)~~—The Ralph M. Brown Act requires that, as a body, the City Council make certain public disclosure of closed session decisions when those actions have become final. Accordingly, the City Council ~~[should this be the City Attorney?]~~ shall publicly report any final action taken in closed session, and the vote, including abstentions, at a publicly noticed meeting ~~as follows:~~

~~1. Real Estate negotiations: After the agreement is final and accepted by the other party;~~

~~2. Litigation: After approval to defend or appeal a lawsuit or to initiate a lawsuit;~~

~~3. Settlement: After final settlement of litigation or claims;~~

- ~~4. Employees: Action taken to appoint or dismiss a Council appointed employee;~~
- ~~5. Labor relations: After the Memorandum of Understanding is final and has been accepted by both parties.~~

~~(b)~~—The report may be oral or written. The report will state only the action taken and the vote. ~~Unless authorized by the majority of the City Council, the report will not state the debate or discussion that occurred.~~ Except for the action taken and the vote, all closed session discussions will remain confidential.

## SECTION 11. DECORUM

### 11.1. Council Members.

Members of the City Council value and recognize the importance of the trust invested in them by the public to accomplish the business of the City. Council Members shall accord the utmost courtesy to each other, City employees, and the public appearing before the City Council. The City Manager or his/her designee shall act as the sergeant-at-arms.

### 11.2. City Employees.

Members of the City staff shall observe the same rules of order and decorum applicable to the City Council. City staff shall act at all times in a business and professional manner towards Council Members and members of the public.

### 11.3. Public.

Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council. These Norms and Procedures shall apply to all City Council Meetings.

### 11.4. Noise in the Chambers.

Noise emanating from the audience, whether expressing opposition or support within the Council Chambers or lobby area, which disrupts City Council meetings, shall not be permitted. All cell phones and other electronic devices shall be muted while in the chambers. Refusal is grounds for removal.

### 11.5. Removal.

Any member of the public making personal, impertinent, and/or slanderous or profane remarks, or who becomes boisterous or belligerent while addressing the City Council, staff or general public, or while attending the City Council meeting and refuses to come to order at the direction of the Mayor/Presiding Officer, shall be removed from the Council Chambers by the Police Chief, or his/her designee, and may be barred from further attendance before the Council during that meeting.

Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Mayor/Presiding Officer. The Mayor/Presiding Officer may direct the Police Chief, or ~~his/her~~their designee, to remove such offenders from the room.

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**11.6- Dangerous Instruments.**

No person may enter the chambers of a legislative body, as defined in ~~Section 54852 of the Government Code of the State of California~~Section 54852 or any place where such legislative body is in session, with any firearm, weapon, or explosive device of any nature. The provisions of this section shall not apply to authorized peace officers or to those persons authorized by the Penal Code of the State to carry such weapons.

~~11.7 Prosecution.~~

~~Aggravated cases shall be prosecuted on appropriate complaint signed by the Mayor/Presiding Officer.~~

**SECTION 12. ENFORCEMENT OF DECORUM**

In extreme cases, such as when a meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals as provided for ~~in this Policy~~herein, the Mayor/Presiding Officer may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session.

Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section. Nothing in this Section shall prohibit the City Council from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

**SECTION 13. PUBLIC RELATIONS**

**13.1- City Spokesperson.**

The Mayor will serve as the general spokesperson for the City. When Council has not taken a position on an issue, neither the Mayor nor any Council Member will speak on behalf of the Council. In these situations, the Mayor or Council Member will use a phrase such as, ~~“Council has not taken an official position, personally I think...”~~“...”

**13.2- Press Release.**

Any proposed Press Release may only use the City Seal and picture of the Council Member issuing such release if the subject matter pertains to official government business of Suisun City.

The group picture of the Council may only be used on a Press Release if the release is being issued on behalf of the entire Council.

#### SECTION 14. MAYOR'S OFFICE

The opportunity to meet with a member of the public is an honor. It also creates an opportunity for our citizens to know that their elected officials are willing to listen and willing to act. There is a place for meeting over coffee or food, as some discussions are best had when "breaking bread." However, some discussions should happen in a professional environment, free from distractions allowing for private discussion.

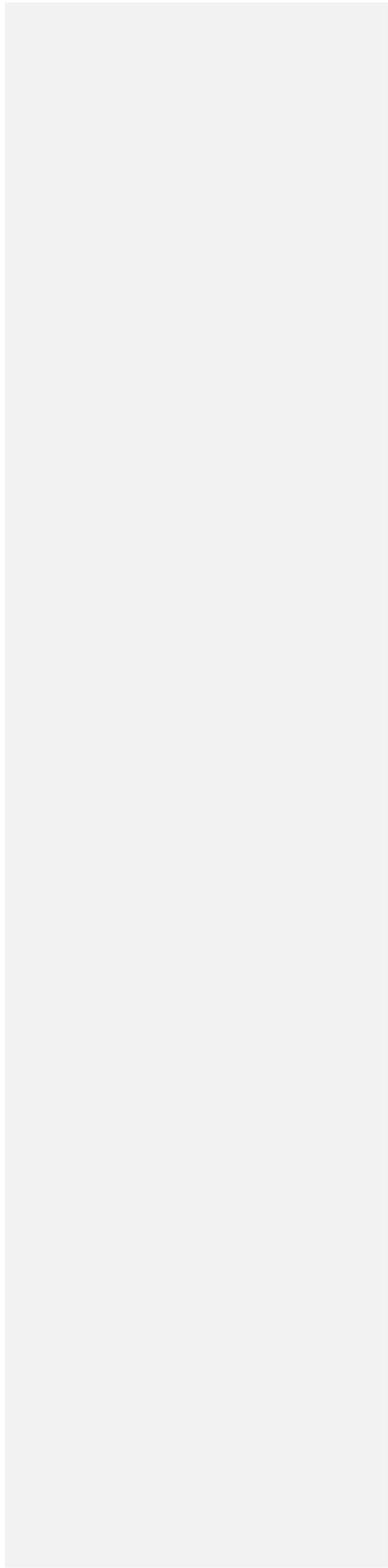
To help facilitate meetings with members of the public as a Council Member, the Mayor's office is listed as a Resource Room in Outlook for advance scheduling.

Reach out to the Deputy City Clerk if you have questions regarding scheduling.

#### SECTION 15. VIOLATIONS OF PROCEDURES

Nothing in these Norms and Procedures shall invalidate a properly noticed and acted upon action of the City Council in accordance with State Law.

This document shall remain in effect until modified by resolution of the City Council.





## COUNCIL

### Norms & Procedures

#### SUISUN CITY COUNCIL:

Mayor Alma Hernandez  
Mayor Pro Tem Princess Washington  
Councilmember Jenalee Dawson  
Councilmember Amit Pal  
Councilmember Marlon Osum

#### ORIGINAL ADOPTION:

July 30, 2019

#### AMENDED:

FEBRUARY 18, 2020

FEBRUARY 15, 2022

JULY 19, 2022

AUGUST 20, 2024

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# SUISUN CITY COUNCIL NORMS & PROCEDURES

## Section 1. GENERAL

### 1.1 Purpose.

The purpose of these Norms and Procedures is to promote communication, understanding, fairness, and trust among the members of the City Council and staff concerning their roles, responsibilities, and expectations for management of the business of the City of Suisun City.

In the interest of promoting best practices in our local government as Municipal Legislators, this document will include operational procedures, policies, and practices.

### 1.2 Code of Conduct.

The residents and businesses of Suisun City are entitled to have a fair, ethical and accountable local government, which has earned the public's full confidence for integrity. The effective function of our democratic government by law requires that:

- Our public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government,
- Our public officials will be independent, impartial and fair in their judgment and action,
- We will ensure the public office be used for the public good, and not for personal gain,
- Public deliberations and processes will be conducted openly, unless legally confidential, in an atmosphere of respect and civility, and
- Legally confidential discussions in closed sessions shall remain confidential to protect the City from liability and the processes of city governance.

In addition to the legal commitments noted above, the City of Suisun City Council agrees to the following governing norms:

- Be transparent and authentic; say what you mean and mean what you say.
- Afford each council member the time and opportunity to share their interest, and refrain from dominating the discussion.
- Be cooperative and assume one another's good intentions.
- Work as a team on behalf of the community, and not as competitors.
- Respect the Council / Manager form of government, including not directing staff.
- Following a council vote, support the decision of the body.
- No personal attacks or profanity.

### 1.3 Overview of Council responsibilities.

Suisun City is a California General Law city with a council/manager form of government. The City Council, which is elected directly by city voters, is assisted by a number of appointed and separately elected officials to provide services for City residents. The City Council has the following duties and responsibilities:

**(a) Appointment of the City Manager and City Attorney.** The City Council shall appoint the City Manager and the City Attorney. The City Manager shall implement City Council policy and run day-to-day operations of Suisun City. The City Attorney shall provide legal advice and act as counsel to elected officials and city staff in adherence to all federal, state and local laws pertaining to city operations and public policy. There should be an annual review for the City Manager and the City Attorney.

The City Manager's annual review shall follow closely the format included in the City Manager's contract and include goals for the next period. Less formal evaluations may take place quarterly or every six months at the pleasure of the Council. A separate procedure will be established for this evaluation.

The City Attorney's annual review shall be at a format proposed by the Mayor and agreed upon by the Council informally.

The Mayor at his/her discretion may annually create an ad hoc to oversee annual review process and prepare a summary evaluation.

**(b) Establishment of boards, commissions, and committees (each a "City Body" and together "City Bodies") and appointment of members.** With the consent of the Council, the Mayor may establish City Bodies. Pursuant to Government Code Section 40605, an elected Mayor, as is the Suisun City Mayor, may make appointments of members to the City Bodies, with the approval of the City Council. The Mayor may, from time to time, cede this authority by resolution of the Council.

**(c) Legislative decisions.** The Council is the legislative body; its members are the community's decision makers. Power is centralized in the elected City Council collectively and not in individual members of the Council. The City Council approves the budget and determines the public services. It focuses on the community's goals, major projects and such long term considerations as community growth, financing and strategic planning. The City Council hires a professional City Manager to carry out administrative responsibilities and the City Council collectively supervises the City Manager's performance.

**(d) Legislative Advocacy.** The City Council, as the governing body, should develop where possible, with or without the assistance of outside professionals, a state and federal legislative platform. This platform shall be the guiding principles, which the City Council and City Manager use to advocate for the needs of Suisun City. From time to time, support or opposition letters or actions may be needed from the City, and often such action is required in short order, thereby preventing review by the full City Council. In such cases the following shall be the process:

- i. When a letter or action is needed to request funding for Suisun City, the Mayor shall have the authority to sign such a letter or provide such direction.

- ii. If the letter or action is to support or oppose a specific state or federal action or legislation, the proposed Suisun City position must be taken to a smaller body, such as a legislative subcommittee of the City Council comprised of the Mayor and one other City Council Member.
- iii. The additional subcommittee member is appointed by the Mayor with the consent of the Council consent. This appointment shall be made in December of each year for the following 12 months.

#### **1.4 Overview of City Manager responsibilities.**

The City Manager is hired to serve the City Council and the community and to bring the benefits of education, training and experience in administering the City's projects, programs, and public services on behalf of the City Council. The City Manager follows the direction of the entire City Council and not individual members of the Council or the public, and serves at the sole discretion of the Council.

As the City's Chief Executive Officer, the City Manager oversees:

- Department heads and department operations
- Budget development and fiscal management
- Policy implementation
- Personnel administration and human resources
- Labor relations
- Intergovernmental relations
- Service delivery
- Elected official support
- A variety of special projects and assignments

The City Manager appoints, removes, promotes, and demotes any and all officers and employees of the city except the City Clerk, City Attorney, and City Treasurer. Appointment, removal, promotion, or demotion of department heads shall require prior approval of the City Council. (Ord § 2.08.110)

Among the chief duties, the City Manager will implement the Council's policies, projects, programs, and public services in an effective and efficient manner, providing professional advice on policy matters, intergovernmental affairs, economic development, and environmental issues.

#### **1.5 Annual Review.**

The City Council shall conduct a review of this document annually within three months prior to the start of a new fiscal year, or whenever Council deems necessary, to assist Council Members in being more productive in management of the business of the City.

#### **1.6 Ralph M. Brown Act.**

All conduct of each City Body, as well as Task Forces and Ad Hoc's shall be in full compliance with the Ralph M. Brown Act.

## SECTION 2. COUNCIL REORGANIZATION

### **2.1 Mayor Pro Tem Selection Process.**

In December of each year, the Mayor shall select and appoint a Mayor Pro Tem, with consent of the City Council, from among the members of the Council. Selection and appointment shall be at the first meeting of a new term following each General Municipal Election or at the first meeting in December during non-election years. For all intents and purposes, the title Mayor Pro Tem and Vice Mayor are used interchangeably. The term of the appointment shall be for a 12-month period commencing on January 1<sup>st</sup> of each year, unless otherwise provided for by majority vote of the Council.

### **2.2 Duties of the Mayor Pro Tem/Vice Mayor**

The Vice Mayor remains as one member of the City Council and has no rights or authority different from any other member of the Council. The Vice Mayor is the designated individual to represent the Mayor and perform any duties as required when the Mayor is unavailable. If the Mayor will be unavailable for an extended period of time, the Mayor shall provide notification to the Vice Mayor, City Manager, and City Clerk, in addition to outlining any additional duties.

### **2.3 Appointment of a Council Vacancy.**

In the event of a vacancy of office or the death or resignation of any Council Member, the Mayor shall appoint a new Council Member, with the consent of the Council, within sixty (60) days after a vacancy or death or resignation becomes effective in compliance with the California Elections Code, unless the Council, by resolution, decides to instead call a special election. In the event of appointment, the Mayor, with the consent of the Council, shall determine by resolution the process for appointment prior to the application process and in accordance with State law.

## SECTION 3. ADMINISTRATIVE MATTERS

### **3.1 Attendance.**

City Council Members acknowledge that attendance at lawful meetings of the City Council is part of their official duty. Council Members shall make a good faith effort to attend all such meetings unless unable. Council Members will notify the Mayor, City Manager, and City Clerk, if they will be absent from a meeting.

Pursuant to Government Code Section 36513, "if a city councilmember is absent without permission from all regular city council meetings for 60 days consecutively from the last regular meeting he or she attended, his or her office becomes vacant and shall be filled as any other vacancy."

### **3.2 Correspondence.**

With some exceptions, proposed correspondence (including electronic) from individual Council Members/Mayor on City stationery shall be reviewed by the Council in draft form prior to release.

The City will provide stationary designated as “The Office of” for each member of the Council to use for correspondence as it relates to each Council Member’s elected position (e.g., thank you notes, letters of recommendation, direct communication to residents or businesses, etc.). This letterhead will have the same information as provided on their business card. Any views expressed in this correspondence (including electronic) are solely the Council Member’s own and do not represent the views of the City or the Council.

E-mails from Council Members should be respectful and professional. This form of correspondence is a public record subject to disclosure under the California Public Records Act.

### **3.3 Regional Boards, Committees and Ad Hocs**

The role of the Council on regional boards will vary depending on the nature of the appointment. Representing the interests of Suisun City is appropriate on some boards; this is generally the case when other local governments have their own representation. The positions taken by the appointed representatives are to be in alignment with the positions that the Council has taken on issues that directly impact Suisun City. If an issue should arise that is specific to Suisun City and the Council has not taken a position, the issue should be discussed by the Council prior to taking a formal position at a regional board meeting, to assure that it is in alignment with a majority of the Council’s position.

Council representatives to such various boards shall keep the Council informed of ongoing business through written reports to the Council during properly posted Council meetings. City Council Members shall report to the Mayor and City Manager, through an electronic means created and provided to the City Council members, any updates to the City Council and public, related to work as liaisons on Regional Boards, Commissions, Committees, or Ad Hoc Committees. These updates must be completed by 5pm PST, the Wednesday before each City Council meeting. There may be weeks when no update is necessary, which should be noted in the document.

Council Members shall make a good faith effort to attend all regional meetings to which they are assigned. Attendance should not be less than 75% of all annual scheduled meetings and all absences should be reported to the Mayor. If a Council Member is unable to attend, the Council Member shall notify his/her alternate as far in advance of the meeting as possible so as to allow the alternate to attend.

A list of these assignments is maintained by the Deputy City Clerk and will be distributed to the Council when updated.

### **3.4 Distribution of Information.**

It is essential that every member of the City Council have the same information from which to form decisions and actions. Any information distributed to one Council Member shall also be distributed to all Council Members.

The Mayor, by virtue of the position, may receive information in advance of other members of the Council in order for the City Manager to effectively proceed with the day-to-day operation of

the City. The City Manager will make every effort to disseminate this information to the remaining members of the Council prior to the next City Council meeting or before the information becomes public, whether through the City Manager Weekly Update or at the City Manager's meetings with individual Council Members.

### **3.5 Reimbursement.**

Every effort shall be made to limit the need to reimburse Council Members for expenses. City Council Members may be reimbursed for personal expenses for travel to and lodging at conferences or meetings related to their role as a Council Member. The reimbursement of expenses is limited in the following manner: Members shall be reimbursed subject to the Administrative Directive related to travel expense (AD1.) Any additional expenses that fall outside the scope of this policy may be reimbursed only if approved by the City Council, at a public meeting, before the expenses are incurred. Any request for reimbursement of expenses shall be accompanied by an expense form and receipts documenting the expenditure. These documents are public records subject to disclosure under the California Public Records Act.

### **3.6 Ethics and Sexual Harassment Prevention & Education Training.**

Any member of the City Council or another City Body, Task Force or Ad Hoc formed by the City Council, shall receive at least two hours of ethics training in general ethics principles and ethics laws relevant to his/her public service every two years, as mandated by AB 1234, and at least two hours of sexual harassment prevention training, as mandated by AB 1661. New members must receive this training within their first year of service for ethics and six months for sexual harassment prevention training and education, and file a certificate of completion with the Deputy City Clerk. Members shall attend training sessions that are offered through the League of California Cities or locally in the immediate vicinity of Solano County, or by completing online a state-approved public service ethics education program.

An individual who serves on multiple legislative bodies need only receive two hours of each training every two years to satisfy this requirement for all applicable public service positions. If the City offers either course, the City will use a course that has been reviewed and approved by the Fair Political Practices Commission and the California Secretary of State.

The Deputy City Clerk is required to keep ethics training records for five years to document and prove that these continuing education requirements have been satisfied. These documents are public records subject to disclosure under the California Public Records Act.

### **3.7 City Seal.**

The City Seal is an important symbol of Suisun City. No change to the City Seal shall be made without Council approval. Individual Council Members shall be careful in use of the City Seal so as not to create an appearance that the Council Member is acting on behalf of or with official endorsement of Suisun City.

### **3.8 Use of City Email and Social Media.**

Except for emergencies, public officials who are not City employees ("public officials") conducting City business should not create any "public record" (as that term is defined in California

Government Code Section 6253(e)) by using any email account that is not a City email account, or by using any non-City-controlled social media account. Instead, public officials should use a City email or City-controlled social media account for City business.

Nothing in this policy is intended to limit a public official's use of private email and social media accounts for non-City business such as personal communications and campaign related activities.

For purposes of this policy "City-controlled social media account" is an account on a social media platform (e.g. Facebook, Instagram, Twitter) that is created and used by the City (e.g. the City's official Facebook page, if any).

Use of City Electronic Devices. In general, when creating or modifying public records in the conduct of City business on an electronic device that can create and modify public records (e.g. computers, mobile phones, tablets), public officials should only use City-issued devices. However, public officials may use non-City electronic devices to access an official City account, such as City email and City-controlled social media accounts.

Exception: If using a City electronic device is clearly impractical or if a public official has not been issued or does not have in the public official's possession a City electronic device, a public official may use a non-City device, but only if a copy of each affected public record is contemporaneously copied to a City account of that same public official, or to the related City-controlled social media account, or a hard copy is provided to the City for retention in City records.

Texting Only on City Devices. Except for emergencies or when communicating with the City Attorney's Office, public officials conducting City business shall not send or receive texts on any device other than a City owned device. In an emergency, a public official may use a non-City device to text, but only if a copy of any public record that is created as a result is contemporaneously copied to a City account of that same public official, or a hard copy is provided to the City for retention in City records.

### **3.9 Compensation.**

Council members are compensated in accordance with California Government Code Sections 36516 and 36516.5. The amount is memorialized in the City's Municipal Code.

## **SECTION 4. COUNCIL RELATIONSHIP WITH STAFF**

Suisun City is a Council/ Manager form of government. The Council establishes policy and the City Manager and their staff implement that policy. To effectively govern and maintain a healthy and productive relationship between City Council and all City Staff, the Council and staff alike must respect and abide by the roles and responsibilities of each and commit to work through the City Manager.

### **4.1 City Manager.**

The City Manager serves as the City's chief executive officer. They implement Council policy, provide professional recommendations and guidance to the Council, direct, supervise and

manage all City staff, and manage day-to-day operations. The City Manager may delegate this responsibility to Department Heads, at their discretion.

City Council Members are always free to go to the City Manager to discuss City business. Issues concerning the performance of a department or any employee must be directed to the City Manager. The City Manager will be responsible for communicating with all Council Members.

#### **4.2 Agenda Item Questions.**

Council members are to work through the City Manager or City Attorney on all issues, concerns and questions. If a Council Member has a question on an agenda item, the Council Member should contact the City Manager, if at all possible, prior to any meeting at which the item may be discussed, to allow the City Manager and their staff time to provide the most complete answer to the Council Member's question. This does not restrict Council Members from asking questions during a Council meeting.

#### **4.3 Individual Council Member's Requests.**

Council Members shall make their requests for information to the City Manager or to a Department Head including the City Manager, to respond to an individual Council Member's request for any purpose or information..

## SECTION 5. PROCEDURES FOR APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES

### **5.1 Definitions of Various City Bodies, including Task Forces, Committees, Ad Hoc, Commissions, and Boards.**

- (a) **Task Force:** A temporary grouping of individuals and resources for the accomplishment of a specific objective.
- (b) **Committee:** A group of people officially delegated to perform a function, such as investigating, considering reporting, or acting on a matter.
- (c) **Ad Hoc:** Committees established for a specific purpose. Formed for or concerned with one specific purpose (e.g. ad hoc compensation committee); for the particular end or case at hand without consideration of wider application; formed or used for specific or immediate problems or needs; often improvised or impromptu; contrived purely for the purpose in hand rather than carefully planned in advance.
- (d) **Commission:** A group of people officially authorized to perform certain duties or functions with certain powers or authority granted; the act of granting certain powers or the authority to carry out a particular task or duty; the rank and powers so conferred.
- (e) **Board:** A group of persons having managerial, supervisory, or advisory powers. In parliamentary law, a board is a form of deliberative assembly and is distinct from a committee, which is usually subordinate to a board or other deliberative assembly – in having greater autonomy and authority.

## **5.2 Recruitment and Appointment Process.**

- (a)** On or before December 31<sup>st</sup> of each year, the Deputy City Clerk shall prepare and post a list of all Council-appointed terms of City Bodies that expire during the next calendar year in compliance with Government Code Section 54972.
- (b)** The Deputy City Clerk shall annually advertise for applicants wishing to be considered for appointment to a City Body. All persons seeking appointment to a City Body must complete and submit an application form to the Deputy City Clerk.
- (c)** Annually and if an unscheduled vacancy occurs on a City Body during the year, the following steps should be taken to publicize the vacancy and fill the position:
  - 1.** Public announcement of the vacancy at a Council meeting.
  - 2.** Newspaper advertisement announcing the vacancy.
  - 3.** A recruitment period of at least ten (10) days.
  - 4.** A vacancy notice posted at City Hall, the Nelson Center, and on the City's website for at least 20 days.
  - 5.** Announcements in the local media, such as press releases, online news outlets and free weekly sales papers.
  - 6.** Distribution to appropriate professional and community organizations and all groups that have requested notification.
- (d)** Although there may be multiple applicants, the Mayor is not required to choose from the pool of applicants and may nominate their own appointee, provided the appointee qualifies. This applies to individual Council Members where the Mayor has ceded their authority.
- (e)** All persons seeking appointment to a City board, commission or committee shall complete and submit an application form to the City Clerk as set forth in Section 5.6. Applications shall be kept on file for two years in the City Clerk's office and vacancies may be considered from the applications on file, as well as new applications.
- (f)** If a vacancy occurs outside of the annual recruitment cycle, the Mayor may appoint from the existing applications already on file if there is more than four (4) months remaining on the vacant seat. If there are less than four months remaining, the Mayor can elect not to fill that seat and wait for the annual recruitment process, unless there is an urgent reason to appoint immediately such as need for a quorum. The Mayor may also request that a midyear recruitment be conducted to fill the vacancy if needed.

## **5.3 Requirement for Appointment.**

- (a)** All persons appointed to City Bodies, task forces or ad hocs shall be residents of Suisun City or be a majority owner of a business located in Suisun City at the time of their appointment and shall remain so throughout their term of appointment. Should any person so appointed move from the City or no longer hold majority ownership of a business located within Suisun City during their term of office, such office shall be forfeited.

- (b) Except as provided by state or local statute, the appointee shall not be a current City employee or currently appointed to another City Body.

#### **5.4 Council Notification.**

By October 1 of each year, the Deputy City Clerk will notify the Mayor of expiring terms for members of those City Bodies.

#### **5.5 Incumbents.**

- (a) At the end of the first term, the incumbent City Body member may, at the discretion of the Mayor, be reappointed for an additional term without the need to apply or interview for re-appointment. In lieu of an application, the member shall submit to the Deputy City Clerk a letter or email expressing interest in re-appointment 60 days prior to the expiration of the member's first term.
- (b) Any incumbent interested in re-appointment who has served two or more terms must apply for reappointment as set forth in Section 5.2.

#### **5.6 Attendance.**

- (a) Members of City Bodies are expected to regularly attend and participate on their respective City Body.
- (b) All absences should be reported to the Mayor and Deputy City Clerk in advance of missing the meeting.
- (c) A board, commission or committee member whose attendance is less than seventy-five percent (75%) of the required meetings over a period of a year may be subject to removal at the discretion of the Mayor. Council will be notified of any actions taken.

#### **5.7 Norms and Procedures and Conflicts of Interest.**

- (a) All City Body members shall be expected to adhere to the Council Norms and Procedures.
- (b) All City Body members shall comply with all state and local laws with respect to ethics and conflicts of interests to the extent that such laws apply to their position, including state and local requirements to timely file Statements of Economic Disclosure if the member is designated as a filer by state law or by the City's Conflict of Interest Code.
- (c) All City Body members may not use their City Body position title for political endorsements.

#### **5.8 Conflicts with Federal, State or Local Law.**

In case of a conflict between this section of the Norms and Procedure policy with federal, state or local law, such federal, state or local law shall be the controlling factor.

## SECTION 6. MEETINGS

### **6.1 Open to Public.**

All meetings of the City Council whether regular, special, or study sessions, shall be open to the public, unless a closed session is held as authorized by law. All meetings shall be noticed as required to allow action to be taken by the Council.

### **6.2 Broadcasting of City Council Meetings.**

All regular Council meetings shall be scheduled in the Council Chambers to allow for web streaming, unless the number of participants exceeds room capacity. The final decision shall be the responsibility of the Mayor.

### **6.3 Regular Meetings.**

At the first regular meeting in January, the City Council will approve the schedule of meetings for the calendar year, which in addition to the regular meeting schedule, may include the cancellation of regular meetings and the addition of special meetings and study sessions. This practice does not, however, preclude the Mayor from calling additional meetings pursuant to Section 6.5, if necessary.

The City Council shall convene its regular City Council meetings at 6:30 p.m. on the first and third Tuesday of each month. However, each Tuesday is a regular meeting day if necessary to carry out the business of the city and Council members should be prepared to meet on any Tuesday evening.

The City Council hopes to conclude its public business at Regular Meetings by 10:00 p.m. Before an item can be taken up past 10:00 p.m., a vote must occur to continue the meeting. The meeting will only continue if a super majority of the City Council approves such an action. If the decision is to not continue, all remaining agenda items will be moved to the next regular City Council meeting.

### **6.4 Cancelling Meetings.**

Pursuant to Government Code Section 36805, City Council shall hold a Regular Meeting at least once each month. Outside of this provision, the Mayor may cancel no more than four (4) Regular Meetings at his/her discretion no less than 7 days before the planned meeting. The Mayor may cancel a meeting at any time in the case of an emergency or when a majority of members have confirmed their unavailability to attend a meeting.

### **6.5 Special Meetings.**

A special meeting may be called at any time by the Mayor or by a majority of the City Council in accordance with the Brown Act. Written notice of any such meeting must specify the purpose of the meeting. Notice of the meeting must be given in accordance with law. Public comments at special meetings shall be limited to only those items described on the special meeting notice/agenda.

The City Council may hold study sessions or joint meetings with other City Bodies or agencies as deemed necessary to resolve City business. These meetings will be coordinated by the Deputy

City Clerk. Study sessions are scheduled to provide Council Members the opportunity to better understand a particular item. While Council may legally take action at any noticed meeting, generally no formal action is taken at study sessions. If action is to be taken at a study session, then the agenda will state that action may be taken.

#### **6.6 Closed Sessions.**

a) The City Council may hold closed sessions at any time authorized by law (and in consultation with the City Attorney), to consider or hear any matter, which is authorized by law. The Mayor or any three Council Members may call a closed session meeting at any time.

b) In order for three Council Members to call a closed session the following procedure shall be followed. A Council Member shall email or call a meeting with the City Manager or the City Attorney outlining the desire and reason a closed session should be called. The City Manager or City Attorney will interview other Council Members as to their desire to hold such a closed session. If two other Council Members agree that a closed session is warranted, a closed session will be agendized as soon as practicable at a date and time acceptable to the Council Members requesting the closed session.

#### **6.7 Quorum.**

Three (3) members of the City Council shall constitute a quorum and shall be sufficient to transact business. If fewer than three Council Members appear at a regular meeting, the Mayor, Vice Mayor in the absence of the Mayor, any Council Member in the absence of the Mayor and Vice Mayor, or in the absence of all Council Members, the City Clerk or Deputy City Clerk, shall adjourn the meeting to a stated day and hour.

#### **6.8 Minutes.**

The City Clerk shall prepare minutes of all public meetings of the City Council. Electronic copies will be distributed to the Council for review prior to being placed on the City Council agenda for approval.

#### **6.9 Adjourned Meetings.**

The City Council may adjourn any regular, adjourned regular, special, or closed session meeting to a time and place specified in the order of adjournment and permitted by law.

## **SECTION 7. POSTING NOTICE AND AGENDA**

#### **7.1 Posting of Notice and Agenda.**

For every regular, special, or study session meeting, the City Clerk or other authorized person shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all items of business to be discussed at the meeting. This notice and agenda may be combined in a single document. Posting is to be according to law.

## SECTION 8. AGENDA CONTENTS

### **8.1 Mayor's Responsibility.**

The Mayor is responsible for running a timely and orderly meeting. If the Mayor is unavailable to run a Council meeting, the Vice Mayor shall run the meeting. The Mayor, in consultation with the City Manager or his/her designee, shall organize the agenda and agenda forecast. The agenda forecast will be distributed with the City Manager's report.

### **8.2 Availability to the Public and Description of Matters.**

The agenda for any regular, special, or study session meeting of the City Council shall be made available to the general public and all items of business to be discussed at a meeting of the City Council shall be briefly described on the agenda in accordance with the Ralph M. Brown Act.

### **8.3 Limitation to Act Only on Items on the Agenda.**

No action shall be taken by the City Council on any item not on the posted agenda, subject only to the exceptions listed below:

(a) Upon a majority determination that an "emergency situation" (as defined by State Law) exists; or

(b) Upon determination by a 4/5 vote of the full City Council, or a unanimous vote if less than a full Council, that there is a need to take immediate action and that the need to take the action came to the attention of the City Council subsequent to posting of the agenda.

### **8.4 Order and Timing of Agenda – Regular Meeting.**

The prescribed order of the agenda for Regular Meetings of the Council will be as follows: Roll Call, Public Comment if a Closed Session is scheduled, Closed Session, Adjourn to Open Session, Pledge of Allegiance, Invocation, Conflict of Interest Notifications, Closed Session Announcement, if any, Informational Reports (City Manager/City Attorney), Presentations/Appointments, Public Comments on Items not on the Agenda, Council Comment, Consent Calendar, Public Hearings, General Business Items, Non-presented Reports, and Adjournment. The Mayor may "time" the agenda in a way that suggests how much time should be committed to any item such that the meeting may end at the established time.

### **8.5 Order of Agenda – Special Meeting – Closed Session.**

The prescribed order of the agenda for a Special Meeting – Closed Session of the Council will be as follows: Roll Call, Public Comment, Conflict of Interest Notifications, Closed Session, Closed Session Announcement if any, and Adjournment.

### **8.6 Change in Order of Business.**

The Mayor may decide to take matters listed on the agenda out of the prescribed order. Council Members shall be given the opportunity to ask questions about Consent Items for clarification without having them removed.

### **8.7 Agenda Request Policy.**

Requests for placement of items on the agenda can be submitted to the Mayor or City Manager at any time. The Mayor and City Manager will review the request and determine appropriate timing to bring the item forth.

Also, any member of the Council may request that an item be placed on a future agenda by indicating their desire to do so under the Council Member Report portion of the City Council agenda. The request will require the consensus of the Council to have the item brought back at a certain time versus at the pleasure of the Mayor or City Manager.

### **8.8 Presentations.**

Presentations are put on the agenda with concurrence of the Mayor or City Manager. The Mayor or City Manager will use their best judgment on scheduling presentations and recognitions. Time limits shall normally be 5 minutes. Presentations may be extended by special circumstances as needed. Exceptions can be made at the Mayor's discretion.

### **8.9 Proclamations.**

Requests for proclamations can be submitted to the Mayor at any time. Proclamations or Special Recognition are created at the Mayor's full discretion.

The agenda will include Proclamations presented during the council meetings and a list provided of those for information purposes or presented outside of the meeting.

## **SECTION 9. PROCEDURES FOR THE CONDUCT OF PUBLIC MEETINGS**

### **9.1 Rules of Order.**

*Rosenberg's Rules of Order*, Revised 2011, govern all City Council Meetings. These Rules clearly and concisely set forth the important role of the chair (i.e., the Mayor) during a meeting; the process for making and voting on motions; the three standard motions, including the basic motion, the motion to amend, and the substitute motion; the process of debate; other procedural motions, including motions to limit debate, motions to table, and motions to adjourn. All City Council Members are encouraged to review and familiarize themselves with the details contained in this seven-page document. A copy of Rosenberg's Rules of Order is attached hereto and available on the City's website.

### **9.2 Appeal Procedures.**

Appellants shall be given the opportunity to speak first. Appellants and applicants responding to appeals may be given a total of up to 10 minutes each to present their positions to the City Council prior to hearing public comments. Appellants shall be given up to 5 minutes of rebuttal time after public comments are heard.

### **9.3 Applicants.**

Persons bringing to the City Council a request for approval shall be given a total of up to 10 minutes to present their positions/input prior to hearing public comments. An extension can only

be granted by consent of a majority of the Council Members. Applicants shall be given up to 5 minutes of rebuttal time after public comments are heard.

#### **9.4 Staff and Consultant Reports.**

In general, staff and consultant reports should be clear, brief and concise. Staff is to assume that the Council has read all materials submitted. Council shall be given an opportunity to ask questions of staff prior to hearing public comments.

#### **9.5 Public Comment.**

- (a)** Persons present at meetings of the City Council, either in-person or participating remotely, may comment on individual items on the agenda at the time the items are scheduled to be heard. During Regular City Council meetings, comments may be offered on items not on the agenda under that portion of the agenda identified for Public Comment.
- (b)** The limit for speakers will be up to 3 minutes, depending on the number of speakers. Speakers are not allowed to delegate their time to another speaker. The Mayor may limit the time to be spent on an item and may continue the item, with the approval of the majority of the Council, to a future meeting at his/her discretion.
- (c)** Upon addressing the Council, each speaker is requested, but not required, to first state his/her name, whom they represent and/or city of residence.
- (d)** After the speaker has completed their remarks, the Mayor may direct the City Manager or City Attorney to briefly address the issues brought forth by the speaker. Council Members shall be respectful of the speakers and shall not enter into a debate with any member of the public nor discuss amongst themselves.
- (e)** All Council Members shall listen to all public discussion as part of the Council's community responsibility. Individual Council Members should remain open-minded to informational comments made by the public.
- (f)** The Mayor has the right to ask a member of the public to step down if over the allotted time or if the speaker's comments are not within the city's jurisdiction.

#### **9.6 Council Member Respect.**

At all times, Council Members in the minority on an issue shall respect the decision and authority of the majority.

## **SECTION 10. CLOSED SESSIONS**

#### **10.1 Purpose.**

It is the policy of the City Council to conduct its business in public to the greatest extent possible. However, state law recognizes that, in certain circumstances, public discussion could potentially jeopardize the public interest, compromise the City's position, and could cost the taxpayers of

Suisun City financially. Therefore, closed sessions shall be held from time to time as allowed by law. The procedures for the conduct of these meetings shall be the same as for public meetings, except that the public will be excluded.

Prior to convening the closed session meeting, the Mayor shall publicly announce the closed session items and ask for public input regarding any items on the closed session agenda.

Pursuant to California Government Code Section 54963, City Council Members shall keep all written materials and verbal information provided to them in closed session in complete confidence to insure that the City's position is not compromised. No mention of information in these materials shall be made to anyone other than Council Members, the City Attorney or City Manager, except where authorized by a majority of the City Council.

### **10.2 Rule of Confidentiality.**

The City Council recognizes that breaches in confidentiality can severely prejudice the City's position in litigation, labor relations and real estate negotiations. Further, breaches of confidentiality can create a climate of distrust among Council Members and can harm the Council's ability to communicate openly in closed sessions, thereby impairing the Council's ability to perform its official duties.

The City Council further recognizes that confidentiality of discussions and documents are at the core of a closed session. Confidentiality is essential if the closed session is to serve its purpose. Therefore, the City Council will adhere to a strict policy of confidentiality for closed sessions.

### **10.3 Breach of Rule of Confidentiality.**

No person who attends a closed session may disclose any statements, discussions, or documents used in a closed session except where specifically authorized by State law. Any authorized disclosure shall be in strict compliance with these rules and the Ralph M. Brown Act. Violation of this rule shall be considered a breach of this rule of confidentiality.

### **10.4 Agenda.**

The City Council agenda will contain a brief general description of the items to be discussed at the closed session, as required by law.

### **10.5 Permissible Topics.**

All closed sessions will be held in strict compliance with the Ralph M. Brown Act. The City Attorney, or their designee, will advise in advance on topics that may be discussed in a closed session.

### **10.6 Rules of Decorum.**

The same high standard of respect and decorum as apply to public meetings shall apply to closed sessions. There shall be courtesy, respect and tolerance for all viewpoints and for the right of Council Members to disagree. Council Members shall strive to make each other feel comfortable and safe to express their points of view. All Council Members have the right to insist upon strict adherence to this rule.

- (a) The Mayor shall keep the discussion moving forward so that debate and discussion can occur in the time allotted for the closed session. The Mayor will determine the order of debate in a fair manner.

#### **10.7 Conduct of Meeting.**

- (a) The Mayor will call the closed session to order promptly at its scheduled time.
- (b) The use of handouts and visual aids such as charts is encouraged to focus debate and promote understanding of the topic. All such materials are strictly confidential.
- (c) If the City Council in closed session has provided direction to City staff on proposed terms and conditions for any type of negotiations, whether it be related to property acquisitions or disposal, a proposed or pending claim or litigation, or employee negotiations, all contact with the other party will be through the designated City person(s) representing the City in the handling of the matter. A Council Member not so designated by the Council will not under any circumstances have any contact or discussion with the other party or its representative concerning the matter which was discussed in the closed session, and will not communicate any discussions conducted in closed session to such party.

#### **10.8 Public Disclosure After Final Action.**

The Ralph M. Brown Act requires that, as a body, the City Council make certain public disclosure of closed session decisions when those actions have become final. Accordingly, the City Council [should this be the City Attorney?] shall publicly report any final action taken in closed session, and the vote, including abstentions, at a publicly noticed meeting.

The report may be oral or written. The report will state only the action taken and the vote. Except for the action taken and the vote, all closed session discussions will remain confidential.

## **SECTION 11. DECORUM**

#### **11.1 Council Members.**

Members of the City Council value and recognize the importance of the trust invested in them by the public to accomplish the business of the City. Council Members shall accord the utmost courtesy to each other, City employees, and the public appearing before the City Council. The City Manager or his/her designee shall act as the sergeant-at-arms.

#### **11.2 City Employees.**

Members of the City staff shall observe the same rules of order and decorum applicable to the City Council. City staff shall act at all times in a business and professional manner towards Council Members and members of the public.

#### **11.3 Public.**

Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council. These Norms and Procedures shall apply to all City Council Meetings.

#### **11.4 Noise in the Chambers.**

Noise emanating from the audience, whether expressing opposition or support within the Council Chambers or lobby area, which disrupts City Council meetings, shall not be permitted. All cell phones and other electronic devices shall be muted while in the chambers. Refusal is grounds for removal.

#### **11.5 Removal.**

Any member of the public making personal, impertinent, and/or slanderous or profane remarks, or who becomes boisterous or belligerent while addressing the City Council, staff or general public, or while attending the City Council meeting and refuses to come to order at the direction of the Mayor/Presiding Officer, shall be removed from the Council Chambers by the Police Chief, or his/her designee, and may be barred from further attendance before the Council during that meeting.

Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Mayor/Presiding Officer. The Mayor/Presiding Officer may direct the Police Chief, or their designee, to remove such offenders from the room.

#### **11.6 Dangerous Instruments.**

No person may enter the chambers of a legislative body, as defined in Government Code Section 54852 or any place where such legislative body is in session, with any firearm, weapon, or explosive device of any nature. The provisions of this section shall not apply to authorized peace officers or to those persons authorized by the Penal Code of the State to carry such weapons.

## **SECTION 12. ENFORCEMENT OF DECORUM**

In extreme cases, such as when a meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals as provided for herein, the Mayor/Presiding Officer may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session.

Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section. Nothing in this Section shall prohibit the City Council from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

## **SECTION 13. PUBLIC RELATIONS**

#### **13.1 City Spokesperson.**

The Mayor will serve as the general spokesperson for the City. When Council has not taken a position on an issue, neither the Mayor nor any Council Member will speak on behalf of the

Council. In these situations, the Mayor or Council Member will use a phrase such as, “Council has not taken an official position, personally I think...”

### **13.2 Press Release.**

Any proposed Press Release may only use the City Seal and picture of the Council Member issuing such release if the subject matter pertains to official government business of Suisun City.

The group picture of the Council may only be used on a Press Release if the release is being issued on behalf of the entire Council.

## **SECTION 14. MAYOR’S OFFICE**

The opportunity to meet with a member of the public is an honor. It also creates an opportunity for our citizens to know that their elected officials are willing to listen and willing to act. There is a place for meeting over coffee or food, as some discussions are best had when “breaking bread.” However, some discussions should happen in a professional environment, free from distractions allowing for private discussion.

To help facilitate meetings with members of the public as a Council Member, the Mayor’s office is listed as a Resource Room in Outlook for advance scheduling.

Reach out to the Deputy City Clerk if you have questions regarding scheduling.

## **SECTION 15. VIOLATIONS OF PROCEDURES**

Nothing in these Norms and Procedures shall invalidate a properly noticed and acted upon action of the City Council in accordance with State Law.

This document shall remain in effect until modified by resolution of the City Council.

**AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Council Adoption of Resolution No. 2024-\_\_\_: Approval of and Authorization for the City Manager to Execute an Agreement with the Hinderliter De Llamas & Associates (HDL Companies) for Business License Administrative Services and Transient Occupancy Tax Services.

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**FISCAL IMPACT:** Approval of this professional services agreement will have minimal fiscal impact on the General Fund because the existing cost of managing the Business License will be replaced by this agreement. The current software (about \$6,700/year) and the staff time will offset the cost. The estimated first year annual cost of new agreement is \$26,600 including the implementation cost. Per the attached proposal, cost break-down is as follows:

<b>Service</b>	<b>Fees</b>
Business License Tax Administration (including discovery/audits)	\$18.00/processed account + CPI
Business License Tax Discovery	40% of Revenues Collected
Business License Tax Audit	40% of Revenues Collected
Transient Occupancy Tax Administration (Includes Audits)	\$900.00/property/year + CPI
Implementation Fee	\$5,000 - One-time Fee

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**STRATEGIC PLAN:** Provide Good Governance, Section 4.1 – Review and update required planning and financial documents as needed. Ensure Fiscal Solvency.

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**BACKGROUND:** Currently, the City operates its business license process through internal staff. This process requires significant staff time during various periods throughout the year, inclusive of maintaining the administrative record through a business license software program, significant manual entries/forms, and receiving and reconciling payments through in person credit card payments or checks. This process has not taken advantage of the changes in technology nor benefited the time impact to the limited City staff. Currently, the City has over 1,100 business licenses to manage and a limited way to address delinquencies or enforce businesses that may require a business license but not obtain one. The agreement with HdL companies addresses all of the above items.

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**STAFF REPORT:** The City continues to look for ways to not only improve efficiency but sustainably maintain service delivery. The City currently has over 1,100 business licenses. This function is handled through a combination of finance and general administrative staff. Although a software system is used to log and track the business licenses, the process itself is manual, and the enforcement of delinquent or non-compliant businesses can impact staff’s other work. Additionally, with the limited staffing, there can be lags in processing, inconsistency in approach, and delays in service overall. HdL Companies offers a full business license administration service that will remove this function from City staff. City staff would transition to contract administration for this service, and the Finance Department staff would primarily address the monthly payment file from HdL Companies. This contract will free up significant time for general staff including Code Enforcement.

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**STAFF RECOMMENDATION:** Staff recommends that the Council:

- Approve and Adopt Resolution No. 2024-XX
- Approval of and Authorization for the City Manager to Execute an Agreement with HDL Companies for Business License Administrative Services and Transient Occupancy Tax Services.
- Authorize the City Manager to execute all necessary documents.

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**DOCUMENTS ATTACHED:**

1. Resolution No. 2024-\_\_\_: Approving and Authorizing HDL Business License
2. Agreement for Professional Services
3. HDL Companies Proposal
4. HDL Presentation

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**PREPARED BY:**

Lakhwinder Deol, Finance Director

**REVIEWED BY:**

Lakhwinder Deol, Finance Director

**APPROVED BY:**

Bret Prebula, City Manager

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**ATTACHMENTS:**

1. [Resolution Approving and Authorizing HDL Business License.docx](#)
2. [Agreement for Professional Services - HDL](#)
3. [HDL Companies Proposal.pdf](#)
4. [HDL Presentation.pdf](#)

1 **RESOLUTION NO. 2024-**

2 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY**  
3 **APPROVAL OF AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN**  
4 **AGREEMENT WITH THE HINDERLITER DE LLAMAS & ASSOCIATES (HDL**  
5 **COMPANIES) FOR BUSINESS LICENSE ADMINISTRATIVE SERVICES AND**  
6 **TRANSIENT OCCUPANCY TAX SERVICES**

7 **WHEREAS**, the City Finance Department desire to enter an agreement with HDL  
8 Companies to manage the Business License Administrative Services and Transient Occupancy  
9 Tax Services; and

10 **WHEREAS**, the proposed professional services will make the City Business License  
11 Administration services more efficient, and

12 **WHEREAS**, the proposed professional services will improve process for delinquent  
13 accounts and will improve revenue by discovery and audits, and

14 **WHEREAS**, the proposed system will increase departmental capabilities and allows  
15 staff to work on other projects without interrupting Business License Administrative services,  
16 and

17 **NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby authorizes  
18 the City Manager, to Execute an Agreement with the HDL Companies for Business License  
19 Administrative Services and Transient Occupancy Tax Services.

20 **PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of  
21 Suisun City duly held on Tuesday, the 20<sup>th</sup> day of August 2024, by the following vote:

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

26 **WITNESS** my hand and the seal of said City this 20<sup>th</sup> day of August 2024.

27 \_\_\_\_\_  
28 Anita Skinner  
City Clerk

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** (this “Agreement”) is entered into as of \_\_\_\_\_, 2024 (the “Agreement Date”) by and between Hinderliter De Llamas & Associates (“Consultant”), and City of Suisun (“Client”), which is located within the state of California (the “State”).

### W I T N E S S E T H:

**WHEREAS**, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of revenues, as well as their delivery of other public services (collectively, “Consultant’s Business”); and

**WHEREAS**, Client desires to contract with Consultant to obtain one or more of the services included within Consultant’s Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

**WHEREAS**, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

**1.     Services.**

1.1     Consultant will perform those services included within Consultant’s Business that are described in **Exhibit A**. Such services are, collectively, the “Services”.

1.2     **Consultant warrants that it will perform the Services in a professional manner in accordance with professional standards.** In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.3     Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.4     This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with other persons or entities (that are not Client) to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services.

**2.     Fees.** As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in **Exhibit B**. Individually and collectively these fees and costs are, the “Fees”. Consultant may perform the Services using professionals from its staff or Consultant’s affiliated entities, and such Services will be billed to Client under the same billing terms applicable

to Consultant's staff. Consultant may increase the Fees from time to time (including, without limitation, annually as described in the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client's satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

### **3. Invoices; Payment.**

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirtieth (30th) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes or contests an invoice, only that portion so disputed or contested in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will accrue on any contested portion of the invoice not timely paid and will be payable immediately if the contested invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within 30 days after the invoice date, Consultant may, after giving five (5) days' notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

**4. Insurance.** Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of \$1,000,000 per incident; (c) bodily injury liability of \$1,000,000 per incident; and (d) professional liability for any errors or omissions of \$1,000,000.

### **5. Client Support.**

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant's performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that a decision is required of Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client

throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services that Consultant may be required or requested to provide to support, prepare, document, bring, defend or assist in litigation undertaken or defended by Client (“Litigation Services”). If Consultant agrees with Client or is required to perform Litigation Services, Client will promptly pay Consultant for all of Consultant’s costs and expenses related to Litigation Services at Consultant’s actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

## **6. Confidentiality; Software Use and Warranty; Records.**

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations concerning the confidentiality of tax records of which it has been informed by Client pursuant to Section 5.1.

6.2 As used herein, the term “proprietary information” means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant’s Business, including without limitation: Consultant’s (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to any information that is public information.

6.3 If access to any software which Consultant owns is provided to Client as part of this Agreement (including, without limitation, if Client chooses to subscribe to such software and reports option as part of the Services) (such Consultant-owned software is, collectively, the “Software”), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client for the use by such of Client’s staff as may be designated from time to time by Client and approved by Consultant in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client’s staff of the Software nor any rights of Client or any of Client’s staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant’s remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client access to Software will be immediately

removed. Client must immediately cease using and remove, delete and destroy all Software materials which may exist on Client's computers and network. **Consultant warrants that the Software will perform in accordance with the Software's documentation.**

6.4 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

6.5 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

## **7. Term and Termination**

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section 7.2 or 7.3 or either party gives the other party written notice of non-renewal at least one hundred twenty (120) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than one hundred twenty (120) days' written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

## **8. Indemnification.**

8.1 Consultant agrees to fully and promptly indemnify and hold harmless (but not defend) Client and each of its officers, employees and agents (collectively, “Client Group”) from and against any and all third-party liabilities, judgments, awards, losses, claims, damages, expenses, and costs (including, without limitation, for reasonable third-party attorneys’ fees and costs awarded in connection therewith) (each, a “Third-Party Liability”, and collectively, “Third-Party Liabilities”) directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of Consultant or any of its directors, officers, employees, agents, direct and indirect equity holders, or affiliates (collectively, “Consultant Group”) under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Consultant admits in writing, or any of Consultant Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Consultant be obligated to defend any of Client Group or pay for any Client Group attorneys’ fees or other costs of defending against any such Third-Party Liabilities (“defense costs”), with exception of if Consultant is obligated to indemnify and hold harmless Client Group as described above in this Section 8.1 then Consultant shall also be responsible for the defense costs incurred by Client Group for the related matter. Consultant’s duty to indemnify and hold harmless Client shall not apply to claims for liability which arise from the issuance or non-issuance of any registration, license, permit, or exemption.

8.2 Client agrees to fully and promptly indemnify and hold harmless (but not defend) each of Consultant Group from and against any and all Third-Party Liabilities directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of any of Client Group under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Client admits in writing, or any of Client Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Client be obligated to defend any of Consultant Group or pay for any Consultant Group attorneys’ fees or other costs of defending against any such Third-Party Liabilities (“defense costs”), with exception of if Client is obligated to indemnify and hold harmless Consultant Group as described above in this Section 8.2 then Client shall also be responsible for the defense costs incurred by Consultant Group for the related matter.

## **9. Liability Limitations; Governing Law; Dispute Resolution.**

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.2 Notwithstanding anything to the contrary, in no event will Consultant be (a) liable for claims, liabilities or damages (i) that could not reasonably have been foreseen upon entry into this Agreement; (ii) arising from any action or inaction by Consultant in response to specific

direction from Client; (iii) in connection with any Client monies not collected by Consultant; nor (iv) in connection with the issuance, non-issuance or revocation of any registration, license, permit, or exemption; nor (b) required to provide a defense in connection with any indemnification or hold harmless provisions under this Agreement.

9.1.3 Without limitation on any statute of limitations that expire in less than three years, no claim may be brought by Client against any one or more of Consultant Group arising out of this Agreement (including, without limitation, in connection with the Services or the Software) more than three years after the date upon which Client has actual knowledge of the first occurrence of the action or inaction giving rise to such claim (whether relating to the Services, the Software or otherwise).

9.1.4 Client acknowledges this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any obligations under this Agreement.

9.2 The law of the State will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise. Both parties waive the right to a jury trial in an action to enforce, interpret or construe this Agreement.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

## **10. General Legal Provisions.**

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to

any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto.

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: Hinderliter De Llamas & Associates, Attn: George Bonnin, Email: gbonnin@hdlcompanies.com; and Client: City of Suisun, CA, Attn: \_\_\_\_\_, Email: \_\_\_\_\_.

10.8 Entire Agreement; Conflict. This Agreement (including any Schedules dated as of the Agreement Date or hereafter) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of the Schedule(s) and the remainder of this Agreement, the terms and conditions of the remainder of this Agreement will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either

party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

**11. California Department of Tax and Fee Administration Data.**

11.1 CITY shall adopt a resolution in a form acceptable to the California Department of Tax and Fee Administration and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales tax records of CITY. CITY further agrees to continue CONTRACTOR's authorization to examine the confidential sales tax records of the CITY by maintaining CONTRACTOR's name on the CITY resolution until such time as all CONTRACTOR compliance work on behalf of CITY has been completed and any fee owing to CONTRACTOR has been paid.

11.2 Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. Section 7056 specifies the conditions under which a CITY may authorize persons other than CITY officers and employees to examine State Sales and Use Tax records.

11.3 The following conditions specified in Section 7056-(b), (1) of the State of California Revenue and Taxation Code are hereby made part of this Agreement:

11.3.1 CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law Revenue and Taxation Code section 7200 et.seq.

11.3.2 CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.

11.3.3 CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

11.3.4 CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales, use or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

[Signatures are on the next page]



**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

**CONSULTANT:**

Hinderliter De Llamas & Associates

**CLIENT:**

City of Suisun, CA

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

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

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

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

[Exhibit A (Scope of Service) and Exhibit B (Compensation) are attached hereto]

**SCHEDULE D**  
Tax and Fee Administration Services and Fees  
Business License Tax and Fees

SCHEDULE D – This Schedule D provides the scope of Services and Fees for tax and fee administration related to business license tax and fees pursuant to the Master Services Agreement dated \_\_\_\_\_ (“MSA”).

The MSA includes the main body of the MSA, this Schedule, and all other Schedules to the MSA. Terms not otherwise defined herein have the definitions given to them within the main body of the MSA.

**SCOPE OF SERVICES**

Consultant will provide the following Services relative to Client’s business license tax administration.

**1. Operations Management Services**

- 1.1. Establish and maintain database of Client businesses.
- 1.2. Receive and process applications, renewals and payments in a timely fashion.
- 1.3. Send renewal notices to active businesses within 30 days of the renewal period end date or at another interval specified by Client.
- 1.4. Provide businesses multiple options for submitting applications, renewals, payments, or support requests (including via website, email, mail, phone, and fax. Consultant license specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
- 1.5. Remit revenue to Client no less than monthly.
- 1.6. Provide Client staff access to website portal offering business registry inquiry, reporting, and electronic department approval capabilities.

**2. Compliance Services:** 1) Identify and register businesses which are subject to licensure or taxation, 2) collect known debt as pertains to business license or tax, and 3) identify under-reported tax liability.

**2.1. Discovery Services**

- 2.1.1. Develop a list of businesses subject to Client licensure or taxation.
- 2.1.2. Notify non-compliant businesses of their options to comply or dispute their non-compliant status. Notification and support to businesses will be facilitated through the website, mail, email, phone and fax.
- 2.1.3. Review information and forms submitted by the business for completion and accuracy, inclusive of any additional required documentation (i.e. home occupation permit). All submissions are filed and stored electronically and made available to Client upon request.
- 2.1.4. Provide businesses with detailed invoicing and options to pay via website, mail, and phone.
- 2.1.5. Remit revenue to Client no less than monthly, along with all business applications and any additional documentation.

**2.2. Collection Services**

- 2.2.1. Identify businesses subject to Client licensure or taxation which have known debt to Client and have failed to pay within an appropriate time frame.
- 2.2.2. Notify businesses of their options to comply or dispute their non-compliant status.
- 2.2.3. Provide businesses with detailed invoicing and options to pay via website, mail and phone.
- 2.2.4. Remit revenue to Client no less than monthly.

**2.3. Audit Services**

- 2.3.1. Identify potential under-reporting and/or misclassified businesses.
- 2.3.2. Audit businesses mutually agreed to by Client and Consultant that are identified as potential under-reporting businesses.

- 2.3.3. Submit audit summaries to Client and discuss further actions.
  - 2.3.4. Educate businesses on proper reporting practices.
  - 2.3.5. Invoice and collect identified deficiencies.
- 3. Online Payment Processing** – Consultant’s services include PCI compliant payment processing services which supports both credit card and eCheck transactions.
- 3.1. Client Responsibilities
- 3.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by HdL’s payment processor, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by HdL’s payment processor. “Network” is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.
  - 3.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

## **FEES**

### **4. Operations Management Services**

- 4.1. Fees for performing operations management Services shall be \$18.00 for each processed account, which is any account for which an application or renewal/return was processed, or active account which was sent a renewal notice, plus a one-time implementation fee of \$5,000.00.
- 4.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for as per the Riverside-San Bernardino-Ontario Region, as reported by the U.S. Bureau of Labor Statistics (the “CPI Change”). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.
- 4.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Client.
- 4.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client’s monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

### **5. Compliance Services**

- 5.1. Fees for performing compliance Services apply to all monies received for the current tax/license period and any other prior period collected (including monies received for taxes, penalties, interest, and fees).
  - 5.1.1. Fees for performing discovery Services shall be a contingency Fee of 40% of the revenues received as a result of the Services.
  - 5.1.2. In the event that Client discovers a non-compliant business and reports the business to Consultant (including a calculation of all taxes/fees due), Consultant will categorize the business as a collection service effort and thus apply the lower collection Services contingency Fee rate.
  - 5.1.3. Fees for performing collection Services shall be a contingency Fee of 25% of the revenues received as a result of the Services.

- 5.1.4. Fees for performing audit Services shall be a contingency Fee of 40% of the revenues received as a result of the Services.
- 5.2. Consultant recognizes Client's authority to waive or reduce the tax/fee debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e. statute of limitation or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.
- 5.3. The fee shall be paid notwithstanding any related Client assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.
- 5.4. Fees related to travel and lodging expenses are billed at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Client.
- 5.5. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.
- 6. Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.
- 6.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.
- 6.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of \$2.00
- 6.1.2. ACH/eCheck processing - \$2.50 per transaction
- 6.2. Client funded
- 6.2.1. Credit and debit card processing – 2.9% of transaction amount
- 6.2.2. ACH/eCheck processing - \$0.75 per transaction
- 6.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of \$25.00, to be applied to the taxpayers account.
- 6.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Schedule D to the MSA through their duly authorized representatives as of \_\_\_\_\_, 2024.

**CONSULTANT:**

**CLIENT:**

**Hinderliter De Llamas & Associates**

**City of Suisun, CA**

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

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

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

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

**SCHEDULE E**  
Tax and Fee Administration Services and Fees  
Transient Occupancy Tax – Operations Management Services

SCHEDULE E – This Schedule E provides the scope of Services and Fees for tax and fee administration related to transient occupancy tax pursuant to the Master Services Agreement dated \_\_\_\_\_ (“MSA”).

The MSA includes the main body of the MSA, this Schedule, and all other Schedules to the MSA. Terms not otherwise defined herein have the definitions given to them within the main body of the MSA.

**SCOPE OF SERVICES**

Consultant will provide the following Services relative to Client’s transient occupancy tax administration.

**7. Operations Management Services**

- 7.1. Establish and maintain database of Client lodging providers.
- 7.2. Receive and process registrations, tax returns and payments in a timely fashion.
- 7.3. Provide lodging providers multiple options for submitting registrations, tax returns, payments, or support requests (including via website, email, mail, phone, and fax. Consultant tax specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
- 7.4. Remit revenue to Client no less than monthly.
- 7.5. Provide Client staff access to website portal offering lodging provider registry inquiry and reporting capabilities.
- 7.6. Endeavor to ensure accurate filings of returns by consistently monitoring returns, providing compliance audits, and educating lodging providers as mutually agreed to by Client and Consultant.
- 7.7. Provide analysis reports monthly and annually provide revenue trends and key insights on Client lodging providers.

**8. Online Payment Processing** – Consultant’s services include PCI compliant payment processing services which supports both credit card and eCheck transactions.

**8.1. Client Responsibilities**

- 8.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by HdL’s payment processor, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by HdL’s payment processor. “Network” is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.
- 8.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

## **FEES**

### **9. Operations Management Services**

- 9.1. Fees for performing operations management Services shall be \$900.00 per year for each filing property plus CPI.
- 9.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the “CPI Change”). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.
- 9.3. Fees for any travel and lodging expenses will be billed at cost and applied to all meetings (including implementation, training, operations and support).
- 9.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client’s monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

### **10. Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.

- 10.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.
  - 10.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of \$2.00
  - 10.1.2. ACH/eCheck processing - \$2.50 per transaction
- 10.2. Client funded
  - 10.2.1. Credit and debit card processing – 2.9% of transaction amount
  - 10.2.2. ACH/eCheck processing - \$0.75 per transaction
- 10.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of \$25.00, to be applied to the taxpayers account.
- 10.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Schedule E to the MSA through their duly authorized representatives as of \_\_\_\_\_, 2024.

**CONSULTANT:**

**CLIENT:**

**Hinderliter De llamas & Associates**

**City of Suisun, CA**

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

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

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

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

# City of Suisun, CA

Tax & Fee Administration Services

July 23, 2024

**HdL**  Companies

SUBMITTED BY  
HdL Companies  
120 S. State College Blvd., Suite 200  
Brea, CA 92821  
[hdlcompanies.com](http://hdlcompanies.com)

CONTACT  
Connor Duckworth  
T: 714-879-5000  
E: [cduckworth@hdlcompanies.com](mailto:cduckworth@hdlcompanies.com)

Dear Bret,

Thank you for the opportunity to present this proposal for HdL's Services:

- HdL Business License Tax Administration/Compliance Services
- HdL Transient Occupancy Tax Services

Please be advised that we maintain a busy implementation schedule throughout the year. Your position in the implementation schedule will be determined when a signed agreement is received.

This proposal is valid until: **October 31, 2024**. Should you have any questions, please contact me at 888.861.0220 or by email at [cduckworth@hdlcompanies.com](mailto:cduckworth@hdlcompanies.com).

## Tax and Fee Services

Service	Compensation
Business License Tax Administration (includes discovery/audits)	\$18.00/processed account + CPI
Business License Tax Discovery	40% of Revenues Collected
Business License Tax Audit	40% of Revenues Collected
Transient Occupancy Tax Administration (Includes Audits)	\$900.00/property/year + CPI
Implementation Fee	\$5,000.00 – One-Time Fee

Payment transactions are subject to typical payment processing and returned payment fees. HdL supports both agency funded (fees paid by City) and convenience fee (fees paid by taxpayer) models.

## HDL BUSINESS LICENSE TAX ADMINISTRATION SERVICES

### General Scope of Services

#### **Business License Tax Administration** (Includes Revenue Discovery and Audits)

The Business License Tax Administration Service provides a turnkey approach for local governments that need assistance with administering business license taxes. Our team of experts can manage all or parts of the business tax operations conducted by the City. When combined with the Compliance Management services, the City receives the benefit of increased revenues and superior customer service, while reducing internal costs and gaining efficiencies.

HdL will transfer the City's existing databases as they relate to business license tax into HdL's internal administration tools. HdL will maintain the data and provide access to or copies of data or reports at the City's request. While access to online systems will be available for the City to

use at their discretion, the City will not be required to use or maintain any software in house for managing the business license registry.

**Renewal Processing** – Send active business license accounts a renewal notice within 45 days of the renewal period ending. Accounts will receive all applicable forms necessary to complete the renewal process.

**New Account Processing** – HdL will process any new business license applications and complete the new account registration process in a timely fashion. HdL will also facilitate intra-city departmental approvals such as zoning, code compliance, fire inspection, and other regulatory related functions.

**Delinquent Account Processing** – HdL will endeavor to collect delinquent accounts through a series of City approved processing methods. This will include at minimum two follow up delinquent notice and up to two telephone calls. Delinquent accounts will be collected with full penalties as allowed by the Municipal code or through current City practices. Accounts that remain delinquent will be processed through the City approved processes established in HdL's collections component of the Compliance Management Program.

**On-Line Filing & Payment Processing** – HdL registers a City approved domain name which will serve as the starting point for all web-based activities. This City specific site is designed to look and feel like the City's own web pages and ensures a level of continuity between the business community, the City, and HdL.

With *HdL Flex File*, businesses can choose to file their new business registration as well as renew their license and make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

**Payment Posting/Processing** – HdL will process all payments received in an expedited manner. License accounts will be updated daily with payment information and revenues to be disbursed to the City net applicable fees at an interval to be agreed to during the project planning phase. Disbursements typically occur monthly but can be remitted as often as weekly depending on volumes and City needs. HdL's payment acceptance process accepts the following payment types:

- ✓ Check / Money Order /Cashier's Check
- ✓ E-Check
- ✓ Debit Cards
- ✓ Credit Cards (Visa, Mastercard, Discover, & American Express)
- ✓ Check by Phone

HdL currently utilizes multiple payment gateway providers for on-line payment acceptance. HdL will work with the City to determine which provider, rate structures, and card types meet the City's needs. HdL can also utilize the same provider and process used by the City's current on-line functionality.

**Business Support Center** – HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. A toll-free number will be

provided to businesses in order to access one of our license specialists Monday-Friday 8:00am to 5:00pm Pacific. Businesses will also have access to support via, e-mail, fax, and via the Business Support Center On-Line. HdL constantly monitors quality control points to ensure courteous customer service, minimal hold times under 2 minutes, and the return of voice messages the same business day.

### **Business License Tax - Revenue Discovery**

**Enriched Data Portfolio / Lead Identification** – Utilizing data provided by the City, as well as the HdL Enriched Data Portfolio (EDP), HdL’s team builds an enhanced listing of entities subjected to licensure or taxation including, but not limited to, those businesses physically located in the City, itinerant businesses, and entities participating in the sharing economy such as short-term rentals (STRs), drive sharing services and others. These entities are electronically matched to the existing files of the City using advanced data matching algorithms, allowing HdL staff to identify which entities are compliant and which entities require follow up.

**Field Surveys** – Experienced field crews, equipped with the most advanced tools available (mobile mapping/GPS systems, tablet computers pre-loaded with various City and state-wide databases, etc.) may canvass commercial areas of the City to develop and enhance the leads identified in the EDP. Field Surveys provide additional inventories of active businesses as well as to provide on-site verifications of data culled from other sources.

**Exception Resolution** – Records are reviewed by our skilled team members, filtering out records that may lead to erroneous contacts. This extra step allows staff to find additional revenues not otherwise identifiable through electronic means and assists in reducing potential complaints levied at City staff and management from pursuit of false positives.

**Compliance Communication and Outreach** – Upon exception resolution, HdL staff initiates contact with the identified entities through a series of City approved communication methods. HdL makes every effort to simplify the process for taxpayers and utilizes a variety of mediums for communication including mail, telephone, email and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. Initial notification packets include everything a business needs to become compliant and multiple methods of resolving their accounts.

**Business Support Center** – HdL operates a business support and service center where the business community can access expert staff during normal business hours. Businesses calling our toll-free line can expect minimal hold times along with access to a variety of options which include filing support, payment options, resolution of specific tax issues and other services designed to reduce the burden of registering and filing taxes. Our team of experts, including our resident Certified Revenue Officers (CRO), implements a business friendly and education centric approach to supporting the business community in all aspects of the management and compliance process.

**Business Support Center ~Online** – Businesses are encouraged to take advantage of the range of services available on-line, 24 hours a day, seven days a week. With *HdL Flex File*, businesses can choose to file their new business registration as well as make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all

with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

**Document Submission / Processing** – Whether the taxpayer chooses to respond by mail, email or our online filing website, each application submission is reviewed for completion and accuracy prior to processing. Any additional documentation needed to complete the approval of a submission, such as a home occupation permit, can also be requested or forwarded to other City departments either as a pre-requisite or as a courtesy to the business. All submissions are filed and stored electronically and made available to the City via standard reporting processes or upon request.

**Invoicing** – Once an application is approved, invoices are forwarded to the taxpayer indicating detailed tax calculations and balances owed. Taxpayers are provided the opportunity to pay their balances via mail, online, or over the phone services. Taxpayers will also have continued access to our Business Support Center for any questions or disputes arising from the invoice process.

**Registry Update** – Upon collection of all requirements which may include the payment, application and/or other documentation, HdL will prepare a Registry Update package to include payment as well as copies of all taxpayer correspondence and other relevant information. Data in the City registry file stored in the HdL Prime Software Suite is updated daily with packages from the Compliance Management Services. Once completed, the business will be processed through the standard processes approved through the HdL Operations Management Component.

### **Business License Tax – Audits**

**Analysis & Selection** – Audit candidates are selected using a variety of selection methodologies developed by our audit team using decades of business license tax audit experience. Preliminary analysis reports on each business selected are shared with the City prior to moving through the audit phases.

**Audit Notification & Scheduling** – Businesses selected by HdL and approved by the City are sent a letter notifying them of a scheduled Compliance Analysis Audit. Every effort is made to promote a positive experience for the taxpayer. A detailed description of the requirements and relevant documentation required for the audit is provided to the business 2 weeks in advance of the proposed audit date. If the business is unable meet the audit date selected by the City all efforts to reschedule the audit to a more accommodating date will be made. Businesses are also afforded the opportunity to schedule flexible appointment times by contacting the Business Support Center or visiting our online support center.

**Compliance Analysis & Audit** – The HdL audit team will audit the financial records of the business to determine compliance with business tax regulations. HdL validates taxing variables such as gross receipts and other relevant information for determining compliance. In addition to identifying underreporting issues, the HdL Audit Program will also focus on other compliance related issues such as assuring correct classifications, multiple location allocation, apportionment issues, and identifying business to business relationships that may create tax liability for 3<sup>rd</sup> parties.

**Audit & Compliance Report** – Upon completion of the audit and analysis, and prior to additional actions, a compliance report will be generated and reviewed with the City. The report will indicate specific results of the review and recommended future actions. Documentation that substantiates the findings in the report will be included with the report to assist the City and HdL in determining next step of the process.

**Deficiency and Commendation Notification** – Upon final review of the audit and analysis report businesses that are found to have deficiencies will be notified of the findings as well as the payment and appeal processes. HdL will also work with businesses found to be deficient to explain the current findings and educate taxpayers on proper future filing procedures so as to prevent future errors and deficiencies. Businesses found to be in compliance, will be sent a commendation letter thanking them for their compliance.

**Invoicing & Collections** – Business found to be underreporting are invoiced through the standard City approved collections process. Balances are collected and remitted along with supporting documentation to the City through the approved remittance processes.

## **TRANSIENT OCCUPANCY TAX ADMINISTRATION**

### **General Scope of Services**

HdL's transient occupancy tax administration service goes beyond scheduled cyclical audits, providing compliance monitoring of each return as it is filed while unburdening the City from the day-to-day administration of the TOT revenue program. Continual monitoring of returns is the optimal way to increase compliance while maintaining positive relations with the City's lodging providers.

The program is education focused, ensuring that lodging providers are clear on reporting requirements and methodology. HdL's tax administration professionals are available as needed to support both the City's team and the City's lodging providers. The City is kept up to date, with 24x7 online access to HdL's client portal containing real time access to registration and filing data, and management reporting. HdL's TOT administration service incorporates all of the following:

**Tax Registration Database Management** – HdL will transfer the City's existing databases as they relate to TOT into HdL's internal administration tools. HdL will maintain the data, software, online filing portal for lodging providers, and online client portal for the City.

**Return Processing** – HdL will process TOT filings within 5 days of submission. Accounts will receive all applicable forms necessary to complete the renewal process.

**New Account Processing** – HdL will process any new TOT registrations for Lodging Establishments that change hand or newly offered properties.

**Payment Posting / Processing** – HdL will process all payments made for new and existing lodging providers. Accounts will be updated with payment information and revenues will be remitted to the City net HdL's fees on no less than a monthly basis.

**On-Line Filing & Payment Processing** – With input from the City, HdL crafts a customized website and domain for the City's taxpayers to submit online forms, returns, and payments along with other customer support related items.

**Compliance Monitoring & Lodging Provider Audits** – HdL will ensure accurate filings of TOT returns by consistently monitoring returns and educating lodging providers on filing requirements. HdL will also provide cyclical compliance audits as mutually agreed to by the City and HdL, ensuring all providers are audited at least once every three years. The compliance audit process is described above in Option 1.

**Reports** – HdL's TOT administration service includes a variety of standard reports demonstrating account activity and filing trends. During service implementation HdL will work with the City to identify reporting requirements and frequency/method of delivery and will supplement our standard service with custom reports as needed to meet the City's requirements.

**Progress Payments** – HdL's TOT administration service is billed monthly based on activity completed during the prior month. If standalone audits are conducted, they are billed only upon completion of the audit.

**Customer Support Center** – HdL will provide lodging providers with multiple support options for registering, filing returns, making payments and for general inquiries. A toll-free number will be provided to businesses in order to access one of our tax specialists. Lodging providers will also have access to support via e-mail, fax, and the online Business Support Center.

**Annual Audit Plan** – During implementation, HdL gathers all the historical data available from the City and leverages internal data sources and expertise to provide an analysis of all lodging providers, along with a recommended audit schedule. This allows HdL to work cooperatively with the City to identify the entities that require attention first. HdL works directly with the City to ensure consensus on the audit schedule for the program.



# Local Business Tax Solutions

A True Partnership

1

**Partnership  
Agenda**

Your Story  
Your Goals  
+  
Our Team  
Our Services



2



## Your Story

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**Licenses** : 2000+

**Staffing** : Retention and Recruitment

**Financial Plan** : Demands > Resources

**Municipal Code** : Past, Present, and Future

**Businesses** : Degree of Compliance

3



## Your Goals

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**Increase** : Revenues

**Decrease** : Costs and Time

**Expand** : Customer Service Options

**Optimize** : Staffing Capacity

**Manage** : The Future

4

## Our Team

**Experienced** : 40 Years

**Headquarters** : Brea, CA

**Clients** : 700+ Nationwide

**Scale**: \$200 Million Annually in CA

**Loved** : 99.6% Client Retention Rate

Hdl<sup>®</sup> Companies  
40 Years of Growing Revenue

Enhanced Revenues, Empowered  
Leaders, Effective Governance



5

## Our Service - Management

**Solution** : Turnkey

**Technology** : Online Business Support Center

**Customer Service** : Email, Chat, and Phone

**Monitoring**: Legislation and Compliance

**Data** : Enriched Quality and Reporting

Hdl<sup>®</sup> Companies  
40 Years of Growing Revenue

Enhanced Revenues, Empowered  
Leaders, Effective Governance



6

# Our Service - Compliance

**Identify** : Unregistered Businesses

**Communicate** : Business-Friendly Ways

**Validate** : Filings

**Collect** : Outstanding Liabilities

**Monitor** : Revenues and Trends



7



## Questions

8

**AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Council Adoption of Resolution No. 2024-\_\_\_: Approving a Project Labor Agreement for City Capital Improvement Projects Exceeding \$200,000.

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**FISCAL IMPACT:** There is no direct fiscal impact associated with the approval of the Project Labor Agreement. However, the agreement is expected to result in long-term cost savings by minimizing project delays and improving labor relations.

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**STRATEGIC PLAN:** Provide Good Governance.

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**BACKGROUND:** The City of Suisun City is committed to promoting the efficiency of construction operations through the use of skilled labor and ensuring the timely and economical completion of its capital improvement projects. In alignment with these goals, a Project Labor Agreement (PLA) has been proposed to cover City capital improvement projects (CIP) where the estimated or actual cumulative bid amount exceeds \$200,000. The PLA has been developed in collaboration with the Napa-Solano Building and Construction Trades Council and other associated Unions.

The purpose of the PLA is to:

- Ensure the timely and successful completion of construction projects.
  - Promote labor harmony by preventing work stoppages, strikes, or lockouts.
  - Establish stable wages, working hours, and conditions for workers.
  - Provide construction employment and training opportunities, particularly for local residents and military veterans.
  - Encourage diversity in the workforce, reflecting the demographics of Suisun City and surrounding areas.
- 

**STAFF REPORT:** The proposed PLA applies to all construction contracts awarded on covered projects. It is designed to maintain continuity of work across multiple contractors and bargaining units, reduce potential labor disputes, and increase the safety and quality of construction projects.

Key provisions of the PLA include:

- **Applicability:** The PLA covers City capital improvement projects with an engineer’s estimate or actual cumulative bid amount exceeding \$200,000.
  - **Labor Harmony:** The agreement mandates that all parties, including contractors, subcontractors, and unions, commit to preventing work stoppages, strikes, and other disruptions.
  - **Local Hiring:** A goal of at least 30% of combined journey-level and apprentice hours will be worked by local residents, with a priority for hiring within Suisun City.
  - **Apprenticeship and Workforce Development:** The agreement emphasizes the recruitment and training of local residents, including military veterans, through apprenticeship programs.
-

**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2024-\_\_\_: Approving a Project Labor Agreement for City Capital Improvement Projects Exceeding \$200,000.

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**DOCUMENTS ATTACHED:**

1. Resolution No. 2024-\_\_\_: Approving a Project Labor Agreement for City Capital Improvement Projects Exceeding \$200,000.
  2. Project Labor Agreement (PLA) for Suisun City.
- 

**PREPARED BY:**

Bret Prebula, City Manager

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**ATTACHMENTS:**

1. [Resolution Approving a PLA for City Capital Improvement Projects.docx](#)
2. [Project Labor Agreement.docx](#)

1 **RESOLUTION NO. 2024-**

2 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN**  
3 **CITY APPROVING A PROJECT LABOR AGREEMENT FOR CITY**  
4 **CAPITAL IMPROVEMENT PROJECTS EXCEEDING \$200,000**

5 **WHEREAS**, the City of Suisun City is committed to the efficient and timely completion  
6 of its capital improvement projects, ensuring quality construction outcomes and the safety of  
7 its workforce; and

8 **WHEREAS**, the City recognizes that large-scale construction projects require the  
9 coordinated efforts of a diverse and skilled labor force, and that maintaining labor harmony is  
10 essential to the successful completion of these projects; and

11 **WHEREAS**, the City seeks to promote local employment opportunities, particularly  
12 for residents of Suisun City and surrounding areas, as well as for military veterans, through  
13 comprehensive recruitment, training, and employment programs; and

14 **WHEREAS**, the City has collaborated with the Napa-Solano Building and Construction  
15 Trades Council and other associated Unions to develop a Project Labor Agreement (PLA) that  
16 addresses these objectives; and

17 **WHEREAS**, the PLA applies to City capital improvement projects where the  
18 engineer's estimate or the actual cumulative bid amount exceeds \$200,000, ensuring that these  
19 projects are carried out efficiently, economically, and with high-quality standards; and

20 **WHEREAS**, the City Council finds that adopting the proposed PLA is in the best  
21 interest of the City and its residents, as it will help to mitigate potential labor disputes, ensure  
22 fair wages and working conditions, and enhance the safety and quality of construction projects;

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

- 25 1. Approval of the Project Labor Agreement: The City Council hereby approves the  
26 Project Labor Agreement (PLA) for City capital improvement projects where the  
27 engineer's estimate or actual cumulative bid amount exceeds \$200,000.
- 28 2. Implementation: The City Manager is authorized and directed to include the approved  
PLA in all invitations to bid, requests for proposals, or other equivalent solicitations for  
covered projects during the term of this Agreement. All contractors and subcontractors

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working on covered projects must agree to be bound by the terms of the PLA as a condition of their contracts.

3. Local Hiring and Workforce Development: The City Manager is further authorized and directed to take all necessary steps to ensure that the provisions of the PLA related to local hiring, apprenticeship, and workforce development are effectively implemented and monitored.

4. Effective Date: This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 20th day of August 2024, 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 20th day of August 2024.

\_\_\_\_\_  
Anita Skinner  
City Clerk

**CITY OF SUISUN CITY  
PROJECT LABOR AGREEMENT**

**INTRODUCTION/FINDINGS**

This Project Labor Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Suisun City (hereinafter the “City”), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the **“Agreement to be Bound” (Addendum A)** (referred to herein as “Contractor(s)/Employer(s)”), and the Napa-Solano Building and Construction Trades Council (referred to herein as the “Council”) and the local Unions that have executed this Agreement (referred to collectively herein as the “Union(s)”).

The purpose of this Agreement is to promote the efficiency of construction operations for the City of Suisun City through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project(s) covered by this Agreement.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of construction work on the Project and will be represented by the Unions who are signatory to this Agreement and employed by the Contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption may be substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the City, the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different

employers were to work side by side on the Project, potentially leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

WHEREAS, the contract(s) for construction work on the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

**ARTICLE I**  
**DEFINITIONS**

1.1 "Agreement" means this Project Labor Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 "City" means the City of Suisun City and its governing board, officers, agents and employees, including managerial personnel.

1.4 "Completion" means that point at which there is Final Acceptance by the City of a Construction Contract and the City has filed a Notice of Completion. For purposes of this definition, "Final Acceptance" means that point in time at which the City has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City has executed a written acceptance of the work.

1.5 "Construction Contract" means the public works or improvement contract(s) (including design-bid, design-build, lease-leaseback or other contracts under which construction of the Project is done) awarded by the City that are necessary to complete the Project.

1.6 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the City with respect to the construction of any part of the Project, and all contractors and subcontractors of any tier.

1.7 "Council" means the Napa-Solano Building and Construction Trades Council.

1.8 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.9 "Project" means all City construction projects where either the engineer's estimate of the total cost of the project, or the cumulative bid amount(s) submitted by the contractor(s) awarded a Construction Contract(s) for the Project, exceeds the limit for awarding "informal bids" in accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA). As of the Effective Date, the limit for informal bids is determined by the California Uniform Construction Cost Accounting Commission to be \$200,000, but is subject to change. All Construction Contracts required to complete an integrated Project shall be considered in determining whether this threshold is met. The City and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein.

1.10 "Project Manager" means the person(s) or entity(ies) designated by the City to oversee all phases of construction on the Project and the implementation of this Agreement.

1.11 "Union" or "Unions" means the Napa-Solano Building and Construction Trades Council, its affiliated Unions, and any other Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

## **ARTICLE II** **SCOPE OF AGREEMENT**

2.1 Parties: This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), and their successors and assigns, the City, the Council, and the Unions signatory to this Agreement.

2.2 Applicability: This Agreement governs all Construction Contracts awarded on the Project. For purposes of this Agreement, Construction Contracts shall be considered Completed as set forth in Section 1.4, except when the City directs a Contractor to engage in repairs, warranty work, modifications, or punch list work under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract. Consistent with California Public Contract Code section 2500(a), this Agreement permits all qualified contractors and subcontractors to bid for and be awarded work on the project without regard to whether they are otherwise parties to collective bargaining agreements. Additionally, consistent with California Public Contract Code section 2501, the City Council may choose by

majority vote whether to use, enter into, or require contractors to enter into this Agreement which includes all the taxpayer protection provisions of California Public Contract Code [section 2500](#) for a specific project or projects awarded by the City and whether to allocate funding to a specific project covered by this Agreement.

2.3 **Covered Work:** This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, soils and materials testing and inspection, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. Covered Work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by City employees.

2.3.2 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement also covers any off-site work, including fabrication, that is traditionally performed by the Unions and is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.3 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by the bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XII and XIII of this Agreement shall apply to such work.

2.4 **Exclusions:** The following shall be excluded from the scope of this Agreement.

2.4.1 This Agreement shall not apply to work performed by the City's own employees as permitted by the California Public Contract Code.

2.4.2 This Agreement shall not apply to a Contractor/Employer's non-construction craft executives, managerial employees, administrative personnel, and supervisors above the level of general foreman (unless covered by a Master Agreement).

2.4.3 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors. Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.4 This Agreement shall not apply to the off-site maintenance of leased equipment and on-site supervision of such work.

2.4.5 This Agreement shall not apply to work substantially funded by any federal, state, local or other public agency that prohibits the use of project labor agreements on projects receiving its funding, or the funding of projects on which such agreements are used. With respect to such work, the City agrees to make a reasonable effort to defend the application of this Agreement, including by making a written request to the funding source. Notwithstanding the foregoing, should only a specific provision of the Agreement be prohibited by the funding source, then, upon mutual agreement by the Council, the City shall modify the requirements of this Agreement accordingly, to allow this Agreement to remain in place and to advance the purposes of this Agreement to the maximum extent feasible.

2.4.6 This Agreement shall not apply to any construction project for which the City issued a "Notice to Bidders" prior to the Effective Date, including but not limited to, that certain "Recycled Water Expansion Project (RW 17-0100)".

2.4.7 This Agreement shall not apply to any construction project undertaken by private developers rather than by the City, even if the resulting public improvements are to be later accepted and maintained by the City or any other governmental agency.

2.4.8 The City shall provide notice to the Council each fiscal year of any Covered Work that does not reach the monetary threshold for a Project as set forth in Section 1.9.

2.5 Award of Contracts: It is understood and agreed that the City has the right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project. A copy of all invitations to bid shall be provided to the Council at the time of issuance.

### **ARTICLE III**

## **EFFECT OF AGREEMENT**

3.1 By executing this Agreement, the Council, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the **Agreement to be Bound**, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Project.

3.4 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s) with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Schedule As incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with a Schedule A, the provision of this Agreement shall prevail. Where a provision of a Schedule A does not conflict with this Agreement, the provision of the Schedule A shall apply.

## **ARTICLE IV** **WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1 The Unions, the City, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any

kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or any other facility of City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article. To the fullest extent as required by California Public Contract Code section 2500(a)(4), this Agreement guarantees against work stoppages, strikes, lockouts, and similar disruptions of the project.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor/Employers' or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 Notification: If the City or any Contractor contends that any Union has violated this Article, it will so notify in writing the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for the unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article IV is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or David Weinberg, as the alternate arbitrator, under this procedure. In the

event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 12.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City, the involved Contractor, and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with the arbitrator's award ordering the party to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 The arbitrator's award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be *ex parte*. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

**ARTICLE V**  
**PRE-JOB CONFERENCES**

5.1 Timing: The Project Manager shall convene and conduct, at a location and time mutually agreeable to the Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

- (a) The commencement of any Project work, and
- (b) The commencement of Project work on any subsequently awarded Construction Contract.

5.2 The pre-job conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and City may attend at their discretion.

5.3 The pre-job conference shall include but not be limited to the following subjects:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

5.4 Review Meetings: In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the City, the Unions and the Contractors are addressed, the Project Manager and Senior Executive of the Council, or designated representatives thereof, shall meet on a periodic basis during the term of construction. The City and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

**ARTICLE VI**  
**NO DISCRIMINATION**

6.1 The Contractors/Employers and the Unions agree to comply with all anti-discrimination provisions of federal, state, and local law, to protect employees and applicants for employment, on the Project. To the fullest extent required by California Public Contract Code section 2500(a)(1), this Agreement prohibits discrimination based on race, national origin, religion, sex, sexual orientation, political affiliation, or membership in a labor organization in hiring and dispatching workers for the project.

**ARTICLE VII**  
**UNION REPRESENTATION AND REFERRAL**

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees performing Covered Work under this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Project.

7.2 The Contractors/Employers shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the independent requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

7.4 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

7.5 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s), unless such craft construction employee is covered by a Master Agreement.

7.6 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires a worker(s) pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately direct such worker(s) to the appropriate Union hiring hall to be referred for work on the Project.

**ARTICLE VIII**  
**WAGES AND BENEFITS**

8.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).

8.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 8.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

8.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

8.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

### **ARTICLE IX** **APPRENTICES**

9.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts, to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

9.2 Apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

9.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

### **ARTICLE X** **HELMETS TO HARDHATS**

10.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

10.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of

apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## **ARTICLE XI** **COMPLIANCE**

11.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of Article VIII of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions from Contractors/Employers on the Project. Because the Project is a public work subject to the California Labor Code, the City shall monitor and enforce the Contractors/Employers' compliance with state prevailing wage requirements as well as this Agreement.

## **ARTICLE XII** **GRIEVANCE ARBITRATION PROCEDURE**

12.1 **Project Labor Disputes:** In accordance with California Public Contract Code section 2500(a)(5), all disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. In accordance with California Public Contract Code Sec. 2500 (a)(5), all disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV and Article XIII, shall be resolved by a neutral arbitrator pursuant to the grievance arbitration procedures set forth in this Article.

12.2 **Employee Discipline:** All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

12.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

12.4 Grievances shall be settled according to the following procedures:

**Step 1:** Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

**Step 2:** If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the

Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article IV, or if not available, the alternate arbitrator designated in Article IV, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Carol Vendrillo
3. Morris Davis

12.5 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

12.6 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

12.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

12.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be

paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall so order.

12.9 Should any of the arbitrators listed in this Article XII or Article IV no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

**ARTICLE XIII**  
**WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

13.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

13.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the arbitrator’s hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer’s assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

13.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The City and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

**ARTICLE XIV**  
**MANAGEMENT RIGHTS**

14.1 Consistent with the Schedule A agreements, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that all lawful manning provisions in the Master Agreement shall be recognized.

**ARTICLE XV**  
**DRUG AND ALCOHOL TESTING**

15.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

15.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A.

**ARTICLE XVI**  
**SAVINGS CLAUSE**

16.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

16.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

16.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of the Agreement's provisions, and the City accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article IV.

**ARTICLE XVII**  
**TERM**

17.1 This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

17.2 This Agreement shall apply until the Completion of each Project in accordance with Sections 1.4 and 2.2.

17.3 This Agreement shall become effective on the day it is executed by the City and the Council. It shall remain in full force and effect for a period of five (5) years from the date of execution. Prior to each five (5) year anniversary of the effective date of this Agreement, the City and the Council shall meet to discuss proposed changes, if any, to the Agreement.

17.4 City and Council each retains the right to terminate the Agreement prior to the expiration of the Term, provided however that the terminating party provides at least 90 days' notice to the other party.

17.5 Absent termination or negotiation of a modified agreement as set forth above, the Agreement will continue for a successive five (5) year term.

**ARTICLE XVIII**  
**MISCELLANEOUS PROVISIONS**

18.1 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

18.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

18.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

18.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

18.5 All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

[SIGNATURES TO FOLLOW]

CITY OF SUISUN CITY

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

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

Name: \_\_\_\_\_

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

NAPA-SOLANO BUILDING AND CONSTRUCTION  
TRADES COUNCIL

By: \_\_\_\_\_  
Danny Bernardini, Secretary-Treasurer

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

**UNION SIGNATURES**

Bricklayers and Allied Craftsmen, Local 3 <hr/>	Boilermakers, Local 549 <hr/>
Elevator Constructors, Local 8 <hr/>	Insulator Workers, Local 16 <hr/>
Ironworkers, Local 378 <hr/>	Cement Masons, Local 400 <hr/>
Northern California District Council of Laborers, for itself and its affiliated Local Unions <hr/>	International Brotherhood of Electrical Workers, Local 180 <hr/>
District Council 16 International Union of Painters and Allied Trades, for itself and its affiliated Local Unions <hr/>	International Association of Sheet Metal, Air, Rail and Transportation Workers, Local 104 <hr/>
Plasterers and Cement Masons, Local 300 <hr/>	Plumbers and Steamfitters, Local 343 <hr/>
Teamsters, Local 315 <hr/>	Operating Engineers, Local 3 <hr/>
Utility and Landscape Local, 355 <hr/>	Sprinkler Fitters, Local 483 <hr/>
Roofers, Local 81 <hr/>	Northern California Carpenters Regional Council, for itself and its affiliated Local Unions <hr/>

**Addendum A**  
**AGREEMENT TO BE BOUND**

[Date]  
[Addressee]  
[Address]

Re: City of Suisun City Project Labor Agreement  
Agreement to be Bound

Dear \_\_\_\_\_:

The undersigned confirms that it agrees to be a party to and bound by the City of Suisun City Project Labor Agreement (“Agreement”) as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 8.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the City of Suisun City Project Labor Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: \_\_\_\_\_

California Contractor State License No. or Motor Carrier (CA) Permit No.: \_\_\_\_\_

Name of Authorized Person (print): \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title of Authorized Person: \_\_\_\_\_

Telephone Number of Authorized Person: \_\_\_\_\_

Address of Authorized Person: \_\_\_\_\_

State Public Works Registration Number: \_\_\_\_\_

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## **AGENDA TRANSMITTAL**

**MEETING DATE:** August 20, 2024

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**AGENDA ITEM:** Approval of a Legal Services Agreement with the Law Firm of Richards, Watson & Gershon, A Professional Corporation to Serve as City Attorney and General Counsel to the Housing Authority:

- a. Council Adoption of Resolution No. 2024 - \_\_\_ : Approving a Legal Services Agreement with the Law Firm of Richards, Watson & Gershon to Serve as Attorney, and Authorizing the Mayor to Execute the Agreement on the City's Behalf; and
  - b. Housing Authority Adoption of Resolution No. HA 2024 - \_\_\_ : Approving a Legal Services Agreement with the Law Firm of Richards, Watson & Gershon to Serve as its General Counsel, and Authorizing the Chairperson to Execute the Agreement on the Housing Authority's Behalf.
- 

**FISCAL IMPACT:** Funds have been appropriated in the Annual Budget for this expenditure.

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**STRATEGIC PLAN:** Provide Good Governance.

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**BACKGROUND:** In January 2024, the City Council directed staff to issue a Request for Proposal (RFP) for City Attorney Services to ensure that the City secures the most qualified legal representation. On March 22, 2024, an RFP was issued to solicit proposals from qualified legal firms. The closing date to receive submittals was May 1, 2024. We went through an exhaustive RFP and review process that included:

- May 2024 In response to the RFP the city received five proposals from various legal firms.
  - June 2024 Nouae Vue, Public Works Director/City Engineer and Brad Lopez, Fire Chief, conducted the initial first review and grading of the proposals.
  - July 2024 The City Attorney RFP Review Ad hoc Committee, Councilmember Pal and Councilmember Osum, evaluated the proposals and selected three firms to proceed to the interview stage.
  - July 16, 2024 City Council conducted interviews with the three firms recommended by the Ad hoc Committee.
  - August 13, 2024 City Council Closed Session
- 

**STAFF REPORT:** Throughout the review process Richards, Watson & Gershon, (RWG), A Professional Corporation has demonstrated a high level of competence and expertise in legal matters relevant to municipal governance. Based on the review process, interviews, and careful consideration of each firm's qualifications, the City Council selected RWG as the City Attorney. The Legal Services Agreement presented to the City Council ensures that the City will receive quality legal services, which are crucial for the effective operation of City functions.

Exhibit A of the Agreement outlines services provided including, General Services, Special Services, Litigation Services, third-Party Services, Paralegal Services and Bond Counsel Services. General Services include in-person attendance by the City Attorney or Assistant City Attorney at City Council meetings, and attendance at Commission, Committee, Executive Team meetings, or staff meetings as

directed by the City Manager. RWG will also prepare and review of legal opinions, staff reports, ordinances, resolutions, agreements, and other documents for City Council and Planning Commission as requested; and provide legal services for entities created by the City Council.

Pursuant to California law, an executive position such as the City Attorney must be approved by the City Council in open session at a regular meeting. RWG will be compensated for legal services in accordance with the "Compensation Rate Schedule" as provided in Exhibit A. The "Compensation Rate Schedule" will remain in effect until amended by mutual agreement of the parties. The agreement shall continue in effect until terminated by the City or RWG, with or without cause, by giving thirty (30) days' written notice.

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**STAFF RECOMMENDATION:** Approval of a Legal Services Agreement with the Law Firm of Richards, Watson & Gershon, A Professional Corporation to Serve as City Attorney and Counsel to the Housing Authority:

- a. Council Adoption of Resolution No. 2024 -\_\_\_: Approving a Legal Services Agreement with the Law Firm of Richards, Watson & Gershon to Serve as Attorney, and Authorizing the Mayor to Execute the Agreement on the City's Behalf; and
- b. Housing Authority Adoption of Resolution No. HA 2024 -\_\_\_: Approving a Legal Services Agreement with the Law Firm of Richards, Watson & Gershon to Serve as its General Counsel, and Authorizing the Chairperson to Execute the Agreement on the Housing Authority's Behalf.

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**DOCUMENTS ATTACHED:**

1. Resolution Approving and Authorizing City Attorney Legal Services Agreement
2. Resolution Approving and Authorizing Legal Services Agreement for Housing Authority
3. Legal Services Agreement with Richards, Watson & Gershon, A Professional Corporation

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**PREPARED BY:**

Bret Prebula, City Manager

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**ATTACHMENTS:**

1. [Resolution Approving and Authorizing City Attorney Legal Services Agreement.docx](#)
2. [Resolution Approving and Authorizing Legal Services Agreement for Housing Authority.docx](#)
3. [Legal Services Agreement with Richards, Watson & Gershon, A Professional Corporation](#)

1 **RESOLUTION NO. 2024-**

2 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY**  
3 **APPROVING A LEGAL SERVICES AGREEMENT WITH THE LAW FIRM OF**  
4 **RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION TO**  
5 **SERVE AS CITY ATTORNEY**

6 **WHEREAS**, the City issued a Request for Proposals (RFP) in March of 2024; and

7 **WHEREAS**, the City received five responses to the RFP, of which three were invited  
8 to interview with the City Council; and

9 **WHEREAS**, as a result of those interviews the City Council selected the law firm of  
10 Richards, Watson & Gershon, A Professional Corporation, to serve as City Attorney and  
11 provide legal services to the City.

12 **NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby approves the  
13 agreement with the law firm of Richards, Watson & Gershon, A Professional Corporation, to  
14 serve as City Attorney and provide legal services to the City, and authorizes the City Manager,  
15 to execute the Agreement on the City’s behalf.

16 **PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of  
17 Suisun City duly held on Tuesday, the 20<sup>th</sup> day of August 2024, by the following vote:

18 **AYES:** Councilmembers: \_\_\_\_\_  
19 **NOES:** Councilmembers: \_\_\_\_\_  
20 **ABSENT:** Councilmembers: \_\_\_\_\_  
21 **ABSTAIN:** Councilmembers: \_\_\_\_\_

22 **WITNESS** my hand and the seal of said City this 20<sup>th</sup> day of August 2024.

23 \_\_\_\_\_  
24 Anita Skinner  
25 City Clerk  
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**RESOLUTION NO. HA 2024-**

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF SUISUN CITY APPROVING A LEGAL SERVICES AGREEMENT WITH THE LAW FIRM OF RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION TO SERVE AS GENERAL COUNSEL, AND AUTHORIZING THE CHAIRPERSON TO EXECUTE THE AGREEMENT ON THE HOUSING AUTHORITY’S BEHALF**

**WHEREAS**, the City issued a Request for Proposals (RFP) in March of 2024; and

**WHEREAS**, the City received five responses to the RFP, of which three were invited to interview with the City Council; and

**WHEREAS**, as a result of those interviews the City Council selected the law firm of Richards, Watson & Gershon, A Professional Corporation, to serve as City Attorney and provide legal services to the City.

**NOW, THEREFORE, BE IT RESOLVED** that the Authority hereby approves the agreement with the law firm of Richards, Watson & Gershon, A Professional Corporation, to serve as General Counsel, and authorizing the Chairperson to execute the Agreement on the Housing Authority’s behalf.

**PASSED AND ADOPTED** at a Regular Meeting of the Housing Authority of the City of Suisun City duly held on Tuesday, the 20<sup>th</sup> day of August 2024, by the following vote:

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

**WITNESS** my hand and the seal of said City this 20<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Anita Skinner  
City Clerk

## LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT (“Agreement”) is made and entered into as of \_\_\_\_\_, 2024, by and between the City of Suisun City (“City”), A California municipal corporation, and the law firm of Richards, Watson & Gershon, A Professional Corporation (“RWG”), collectively referred to as “the parties.” In consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Recitals.** This Agreement is made with respect to the following purposes and facts that each party agrees are true and correct:

A. City is a municipal corporation and seeks a contract legal services provider to serve as its City Attorney;

B. RWG is a professional corporation and possesses the necessary skills and qualifications to provide City Attorney services as described in this Agreement;

C. City and RWG desire to enter into this Agreement to memorialize the terms by which RWG will serve as City Attorney and provide legal services to the City.

2. **Scope of Work.** RWG shall perform all legal services for the City as directed by the City Council, except as provided in Section 7 with respect to matters in which RWG has a conflict under the Rules of Professional Conduct or California law. RWG shall at all times, without limitation, faithfully and competently perform all tasks described herein in a manner satisfactory to the City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Legal services shall include, without limitation, the following:

A. In-person attendance by the City Attorney, Assistant City Attorney, or their assigned representative at City Council meetings unless excused by the City Manager;

B. In-person attendance by the City Attorney, Assistant City Attorney, or their assigned representative at Planning Commission meetings at the designation of the City Manager;

C. Office hours or other communications with City staff and legal services provided to the City;

D. Attendance at Executive Team meetings, City staff meetings, and any other meetings of Commissions and Committees on an as needed basis as directed by the City Manager;

E. Legal research and legal advice, opinions, assistance, and consultation related to municipal law issues to the City Council and Planning Commission, and their various committees and sub-committees, the City Manager, and City staff;

- F. Preparation and review of legal opinions, staff reports, ordinances, resolutions, agreements, forms, notices, certificates, deeds, leases/licenses, and other documents for the City Council or Planning Commission as requested;
- G. Oversight of legal matters handled by outside counsel;
- H. Legal services for entities created by the City Council;
- I. Advice to the City Council, Commissioners, and City staff related to the Brown Act, AB 1234, conflicts of interest, the Political Reform Act, meeting parliamentary procedures, and other legal requirements imposed by statute, including periodic training as specified above;
- J. Written updates to new state or federal legislation or judicial decisions and suggest action or procedures to ensure compliance;
- K. Real Estate matters;
- L. Labor and Employment;
- M. Environmental Law Services including, but not limited to, Hazardous Waste, Clean Air Act, and Clean Water Act issues;
- N. Complex land use matters;
- O. Housing legal services;
- P. Successor agency advisory matters;
- Q. Water and water rights law advisory matters;
- R. Telecommunications matters;
- S. Taxes, fees, and, charges matters (e.g. Proposition 218 and Mitigation Fee Act);
- T. Advisory services related to public bidding and construction disputes;
- U. Litigation;
- V. Bond counsel services; and
- W. Such other similar legal services as may be directed by the City Council or City Manager from time to time.

The extent of RWG's onsite presence will be set and structured in consultation with the City Manager.

3. **Term.** This Agreement shall commence on \_\_\_\_\_, 2024, and shall continue in effect until terminated by the City or RWG. City or RWG may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' written notice to the other party prior to termination of this Agreement. In the event of termination, RWG shall comply with all provisions of the Rules of Professional Conduct for the termination of a client relationship, shall assist the City in transition to a new firm and/or City Attorney, and shall be compensated for such assistance at the rates provided for in this Agreement.

4. **Designation of City Attorney.** Patrick L. Enright (SBN 113020) shall be designated as City Attorney for the City to serve at the will and pleasure of the City Council. Mr. Enright will be the RWG attorney with primary responsibility for providing legal services for the City, and will be the principal contact for the City, the City Council, and City staff. David G. Lim (SBN 202789) will be the Assistant City Attorney unless modified by Mr. Enright in writing to the City Council and City Manager. Other RWG attorneys, including any Deputy City Attorney, will be assigned by Mr. Enright, to work on legal matters for the City as needed under his supervision.

5. **Performance Review.** The City Attorney shall participate in a performance review periodically as directed by the City Council.

6. **Compensation, Expenses and Billing.**

A. **Compensation Rates.** RWG shall be compensated for the performance of legal services in accordance with the schedule ("Compensation Rate Schedule"), attached to this Agreement as Exhibit A and incorporated herein as though set forth in full. The terms of this Agreement and the Compensation Rate Schedule shall apply to legal services performed for entities affiliated with the City that may be established. Except as provided in paragraph B of this Section, the Compensation Rate Schedule attached as Exhibit A shall remain in effect until amended by mutual agreement of the parties.

B. **Adjustment in Rates by Change in CPI.** Commencing July 1, 2026, and annually thereafter, all rates set forth on Exhibit A shall automatically increase by the percentage increase, if any, in the Consumer Price Index; All Urban Consumers, San Francisco-Oakland-Hayward. The calculation shall be made using the month of April over the month of April in the prior year. Any such annual adjustment that equals or exceeds five percent (5%), and any other adjustments in the rates, shall require prior written approval of the City Council. Should the San Francisco-Oakland-Hayward CPI cease to be published in its entirety, or on a periodic basis ending on April 30, RWG and the City shall negotiate in good faith for a mutually acceptable alternative.

C. **Reimbursable Expenses and Other Costs.** RWG shall be compensated for expenses and costs as set forth in the attached "Compensation Rate Schedule."

D. **Billing.** Each month, RWG shall provide to the City a monthly invoice for services provided. Such invoice shall detail the date and time spent providing those services, a narrative summarizing the service(s) rendered, the attorney who provided the service(s), the

attorney's rate, and costs incurred. City shall process and cause such invoices to be paid promptly and no later than within thirty (30) days of receipt of invoice.

E. **Billing Record Retention.** RWG shall maintain complete and accurate records related to billings, costs, expenses and other information pertaining to RWG's services provided under this Agreement for three (3) years after such services are provided. Upon request by the City and at reasonable times, RWG shall provide free access to such records to the City.

7. **Conflicts of Interest.** RWG shall comply with all applicable laws and professional rules and standards relating to any known conflict of interest involving the City and matters upon which RWG is providing legal services under this Agreement. RWG shall not reveal confidential information of the City except with the consent of the City Manager, City Council or as otherwise required by law. RWG shall notify the City Manager or City Council, depending on the circumstances, of any conflict of interest related to matters upon which it is providing legal services under this Agreement upon discovery of any such conflicts. In the event that such conflict is not or cannot be waived or resolved, City shall retain alternate legal counsel and, to the extent permitted by law and professional responsibility requirements, RWG shall assist and cooperate with such legal counsel retained by the City on the matter for which the conflict arose.

8. **Client Files.**

A. At the conclusion of RWG's legal representation of the City, the original client files for the work performed under this Agreement for the City shall be made available to City. RWG will be entitled to make copies of the client files. City shall take possession of any and all original contracts, and other such important documents that may be in the client files and RWG shall have no further responsibility with regard to such documents.

B. If City does not take possession of all client files at the conclusion of RWG's legal representation of the City, RWG shall store such client files for a period of at least one (1) year. At the conclusion of such one (1) year period, RWG may send to City a notice, advising of RWG's intention to dispose of the client files. The City shall have sixty (60) days from the date of such notice to take possession of the client files. If City does not take possession of the client files during that time, City agrees that RWG may dispose of the client files without further notice.

C. This section shall survive the expiration of this Agreement.

9. **Insurance.**

A. Coverage Levels. RWG shall maintain at all times during the term of this Agreement policies of insurance with at least the minimum coverage specified below:

- 1) Commercial General Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000);
- 2) Workers' compensation coverage in compliance with California law;

- 3) Professional liability coverage with a minimum limit of liability of Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate. Such insurance may be subject to a self-insured retention or deductible to be borne entirely by RWG; and
- 4) Automobile Liability coverage for owned, non-owned, and hired automobiles with a limit of no less than One Million Dollars (\$1,000,000).

B. The Commercial General Liability and Automobile Liability insurance policies shall name the City and its elected and appointed officials, officers, and employees as additional insureds.

C. All such policies of insurance specified above shall:

- 1) Except as to professional liability insurance, provide minimum thirty (30) days' notice of cancellation by insurer, except in the event of non-payment of premium, in which case ten (10) days' notice is to be provided;
- 2) Be maintained in full force and effect throughout the term of this Agreement; and
- 3) Be placed with insurance carriers with an A.M. Best rating of no less than A-:VII or otherwise acceptable to City.

D. Upon request of the City, RWG shall furnish certificates of insurance as evidence of the policies specified above.

10. **Independent Contractor.** No employment relationship is created by this Agreement. RWG shall be an independent contractor of City, except that at all times providing services under the Agreement, RWG's shareholders and employees shall be acting as public officials.

11. **General Provisions.**

A. **Non-Discrimination.** In the performance of this Agreement, RWG shall not unlawfully discriminate against any employee or applicant for employment because of age, race, ethnicity, religion, color, national origin or ancestry, marital status, sex, sexual orientation, gender identity, disability or medical condition, or other legally prohibited basis.

B. **Assignment/Delegation.** This Agreement contemplates the personal professional services of RWG to City and neither this Agreement, nor any portion thereof, shall be assigned or delegated by either party without the prior written consent of both parties.

C. **Interpretation.** The following rules of legal construction shall apply:

- 1) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the substantive laws of the State of California. Jurisdiction and venue for any

disputes regarding this Agreement shall be the Solano County Superior Court or the U.S. District Court, Northern District of California.

- 2) The article and section captions and headings in this Agreement have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.
- 3) Whenever in this Agreement the context may so require, the reference to any one gender shall refer to and include all genders, and the singular shall refer to and include the plural.

D. Attorney's Fees. The parties acknowledge and agree that each will bear its own costs, expenses and attorney's fees arising out of or connected with the negotiation, drafting and execution of this Agreement.

E. Notices, etc. Any notice required to be given shall be deemed to have been given by depositing such notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

City of Suisun City  
621 Magnolia Avenue  
Suisun City, CA 94030  
Attention: City Manager

TO RWG:

Richards, Watson & Gershon  
2300 N Street, Suite 3  
Sacramento, CA 95816  
Attention: Patrick Enright and David Lim

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, invoices and other documents delivered under this Agreement shall be deemed delivered upon receipt by personal service or as of the fifth (5th) day after deposit in the United States mail.

F. Signatories. Each signatory warrants and represents that he or she is competent and authorized to execute this Agreement on behalf of the party for whom he or she purports to sign.

G. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

H. Modification of Agreement. This Agreement and the provisions set forth herein may be modified only by way of a written amendment to this Agreement that has been approved and executed by and on behalf of both RWG and the City.

I. Severability. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

J. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to sign below.

DATE: \_\_\_\_\_

RICHARDS, WATSON & GERSHON,  
A Professional Corporation

\_\_\_\_\_  
Alma Hernandez  
Mayor

\_\_\_\_\_  
David G. Lim  
Shareholder

Attest:

\_\_\_\_\_  
Anita Skinner  
City Clerk

**EXHIBIT A**

**RICHARDS, WATSON & GERSHON  
COMPENSATION RATE SCHEDULE  
FOR CITY OF SUISUN CITY  
(EFFECTIVE \_\_\_\_\_, 2024)**

Legal services provided by Richards, Watson & Gershon, A Professional Corporation (“RWG”) to the City of Suisun City (“City”) and related reimbursable expenses shall be billed to, and compensated by, the City as follows:

**A. General Services.**

All legal services that are not defined below as Special Services, Litigation Services, Third-Party Services, Paralegal Services, or Bond Counsel Services shall be defined as General Services. General Services include, without limitation, the following services unless performed in regard to services defined as other than General Services:

1. In-person attendance by the City Attorney or Assistant City Attorney at City Council meetings unless excused by the City Manager;
2. In-person attendance by the City Attorney or Assistant City Attorney at Planning Commission meetings at the designation of the City Manager;
3. Office hours or other communications with City staff and legal services provided to the City;
4. Attendance at Executive Team meetings, City staff meetings, and any other meetings of Commissions and Committees on an as needed basis as directed by the City Manager;
5. Legal research and legal advice, opinions, assistance, and consultation related to municipal law issues to the City Council and Planning Commission, and their various committees and sub-committees, the City Manager, and City staff;
6. Preparation and review of legal opinions, staff reports, ordinances, resolutions, agreements, forms, notices, certificates, deeds, leases/licenses, and other documents for the City Council or Planning Commission as requested;
7. Oversight of legal matters handled by outside counsel;
8. Legal services for entities created by the City Council;
9. Advice to the City Council, Commissioners, and City staff related to the Brown Act, AB 1234, conflicts of interest, the Political Reform Act, meeting parliamentary procedures, and other legal requirements imposed by statute, including periodic training as specified above;

10. Written updates to new state or federal legislation or judicial decisions and suggest action or procedures to ensure compliance; and
11. Such other similar legal services as may be directed by the City Council or City Manager from time to time.

The extent of RWG's onsite presence will be set and structured in consultation with the City Manager.

General Services will be billed to, and compensated by, the City (i) at a monthly fee of \$13,000 for the first fifty (50) General Services hours, and thereafter (ii) on a composite hourly basis of \$275 per hour for all attorneys for hours in excess of fifty (50) hours. If City requires fewer than fifty (50) hours of General Services in a calendar month, the unused balance of such hours shall be credited first to any Special Services, and next to any Litigation Services rendered that month.

RWG will provide one AB 1234 training and up to fifteen (15) hours each fiscal year for additional training at no charge. Additional training will be billed as General Services. Travel time for General Services will be billed at the General Services Rate.

**B. Special Services.**

Special Services are defined to include the following advisory (non-litigation) services:

1. Real Estate matters;
2. Labor and Employment;
3. Environmental Law Service including, but not limited to, Hazardous Waste, Clean Air Act, and Clean Water Act issues;
4. Advisory services in connection with complex land use matters, which are defined to mean negotiation, drafting, and related CEQA and/or NEPA work on (a) development agreements and related entitlements, (b) entitlements for land use projects of twenty (20) or more residential units or commercial or mixed use projects in excess of two (2) acres;
5. Housing legal services on tasks or projects requiring ten (10) or more hours;
6. Successor agency advisory matters;
7. Water and water rights law advisory matters;
8. Telecommunications matters;
9. Taxes, fees, and, charges matters (e.g. Proposition 218 and Mitigation Fee Act); and
10. Advisory services related to public bidding and construction disputes;

Special Services will be billed to, and compensated by, the City at a composite hourly rate of \$290 per hour for all attorneys. Travel time incurred for Special Services would be compensated at the Special Services rate.

**C. Litigation Services.**

Litigation Services are defined as the representation of the City in all aspects of the initiation, advancement, or defense of claims in litigation, arbitration, or mediation. Additionally, Litigation Services include representation of the City in administrative proceedings before other public agencies. Litigation Services shall be billed to, and compensated by, the City at composite hourly rates of \$325 per hour for all attorneys, except as to services for Pitchess Motions and Code Enforcement, which shall be billed to, and compensated by, the City at a discounted composite hourly rate of \$260 per hour for all attorneys. Travel time incurred for Litigation Services would be compensated at the relevant Litigation Services rates.

**D. Third-Party Services.**

Third-Party Services are defined as legal services that the City elects to have reimbursed by third-parties and shall be billed to, and compensated by, the City at a ten percent (10%) discount from the RWG's then-standard hourly rates. Travel time incurred for Third-Party Services would be compensated at the Third-Party Services rates.

**E. Paralegal Services.**

Paralegal Services are defined as any work performed by paralegals in all substantive areas and all service classes described herein. Paralegal Services shall be billed to, and compensated by, the City at a composite hourly rate of \$195 per hour for all paralegals. Travel time incurred for Paralegal Services would be compensated at the Paralegal Services rate.

**F. Bond Counsel Services.**

Bond Counsel Services will be defined as bond counsel, disclosure counsel, and/or issuer counsel services in connection with the issuance of bonds or other obligations by the City, or any entity created, formed or controlled by the City. Bond Counsel Services will be billed to, and compensated by, the City as follows:

1. RWG shall charge a composite hourly rate for all attorneys of \$395 per hour for any of these services. The maximum total fee charged for an issuance shall not exceed an amount that the City Manager deems fair and reasonable.
2. RWG's costs and expenses shall be paid in accordance with its legal services agreement.
3. In the event the proceedings for issuance of the bonds are terminated before closing, RWG would expect to be paid for its services to the date of abandonment at the hourly rate set forth above, not to exceed an amount that the City Manager deems fair and reasonable.

4. If providing Bond Counsel Services involves the formation of a joint powers authority or another entity controlled by the City, RWG shall provide such Bond Counsel Services (including formation of the entity) on the same compensation terms as specified in its legal services agreement.
5. Supplemental bond counsel fees for unanticipated circumstances:
  - a. As to lease revenue bonds, in some instances it may be necessary to call upon the real estate expertise at RWG to resolve unanticipated issues that arise over questions of title, encumbrances, or other matters relating to the leased assets. In those instances, we will bill our additional time devoted to such unanticipated issues at a composite rate of \$290 per hour. We will notify the City at the earliest point possible if we believe that the work rises to the level of additional time subject to this paragraph. The total fee for this additional work will not exceed an amount which the City Manager deems fair and reasonable, and would be supplemental to the fee amounts due under subsection 1 above.
  - b. As to the refunding of existing tax-exempt bonds, in some instances our review of the timing or purposes of expenditures of proceeds of the refunded bonds, or the use of property financed or refinanced with proceeds of the refunded bonds, could require unanticipated supplemental analysis. In those instances, we will bill our additional time at a composite rate of \$290 per hour. We will notify the City at the earliest point possible if we believe that the work rises to the level of supplemental analysis subject to this paragraph. The total fee for this supplemental analysis will not exceed an amount which the City Manager deems fair and reasonable, and would be supplemental to the fee amounts due under subsection 1 above.

**G. Travel, Reimbursable Costs and Other Expenses.**

Travel time and mileage to the City by all attorneys and paralegals will be billed at a maximum of the equivalent of travel from RWG's Sacramento Office.

City shall reimburse RWG for expenses incurred in the provision of legal services. Mileage will be charged based on the federal government's standard mileage rate. Other costs include copying documents (\$.10/page), court fees, litigation costs, travel costs to/from outside Sacramento County, messenger and delivery services, and other similar costs. Such costs frequently are billed to the RWG from third-party vendors and therefore there sometimes will be a delay between the time such costs are incurred and the time they appear on your bill.