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

A G E N D A

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

TUESDAY, JULY 18, 2023

6:30 PM

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

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NOTICE

Pursuant to Government Code Section 54953(b) the following Environment and Climate Committee meeting includes teleconference participation by:

- *Mayor Pro Tem Princess Washington from: San Francisco Airport, 334 Domestic Terminal 3 Boarding Area E, San Francisco, CA 94128*

CITY COUNCIL MEETINGS ARE HELD IN-PERSON
PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: **885 8061 5580**
CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@SUISUN.COM (PRIOR TO 5 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. – 801)
(Next City Council Res. No. 2023 – 92)
Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 06)
(Next Housing Authority Res. No. HA2023 – 02)

ROLL CALL

Council /Board Members
Pledge of Allegiance
Invocation

CONFLICT OF INTEREST NOTIFICATION

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

REPORTS (Informational items only.)

1 Deputy City Manager Update - (Lofthus: klofthus@suisun.com).

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

2 Presentation of Proclamations - (Hernandez: ahernandez@suisun.com).
   a. Proclamation Proclaiming August 1, 2023, as "National Night Out."
   b. Proclamation Proclaiming July 2023 as "Parks and Recreation Month"

3 Fire Department Annual Report - (Lopez: bllopez@suisun.com).

4 Police Department Annual Report - (Healy: dhealy@suisun.com).

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.)

COUNCIL COMMENTS

5 Council/Board Member Updates.

CONSENT CALENDAR

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

City Council

6 Council Adoption of Resolution 2023-___: 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 - (Colin: jcolin@suisun.com).

7 Council Adoption of Resolution No. 2023-__: Approving the Purchase of a Vac-Con Model V350LHAN/850 Vacuum Truck from Vac-Con, Inc. - (Vue: nvue@suisun.com).

8 Council Adoption of Resolution No. 2023-___: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Morgan Fence Company, Inc. for the Lot 37 Fencing Project - (Vue: nvue@suisun.com).

9 Council Adoption of Resolution No. 2023-__ Amending the Citywide Classification Plan to Create, Update, or Eliminate Various Classifications Including: Create Deputy City Clerk, Finance Manager and Recreation Manager; Establish a Class Specification for IT Services Manager; and Abolish the Classifications of Accounting Services Manager, Financial

Services Manager, Marina & Waterfront Events Manager, Recreation Program Administrative Coordinator, Recreation Specialist Supervisor, Secretary to the City Manager/Deputy City Clerk and Senior Account Clerk - (Penland: cpenland@suisun.com).

10 Council Adoption of Resolution No. 2023-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Execute it on Behalf of the City - (Penland: cpenland@suisun.com).

11 Council Adoption of the Resolutions Affirming and Ratifying the Dispatcher Classifications' Unit Modification and Approving the 2023-25 Suisun City Police Officers' Association (SCPOA) Memorandum of Understanding (MOU) - (Penland: cpenland@suisun.com):

a. Resolution No. 2023-___: Affirming and Ratifying the Stipulation and Agreement Approving the Suisun City Police Officers' Association's (SCPOA) Petition for Severance/Modification Changing Bargaining Units and Representation for the Dispatcher Classifications From Suisun City Employees' Association (SCEA) to Suisun City Police Officers' Association (SCPOA); and
b. Resolution No. 2023-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Execute it on Behalf of the City.

12 Council Adoption of Resolution No. 2023-___: Amending and Restating the Schedule of Salary and Benefits for Unrepresented and Executive Management Employees - (Penland: cpenland@suisun.com).

13 Council Adoption of Resolution No. 2023-__ Amending the Citywide Salary Schedule to Implement the Negotiated Wage Adjustments for Employees and Classifications Represented by the Suisun City Employees' Association (SCEA), Suisun City Police Officers' Association (SCPOA), Suisun City Management and Professional Employees' Association (SCMPEA), Including Wage Adjustments for Temporary, Part-Time, Unrepresented and Executive Management Employees and the City Manager - (Penland: cpenland@suisun.com).

14 Council Adoption of Resolution No. 2023-___: Accepting the Suisun City Marina Annual Dock Maintenance and Inspection Services Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project - (Lofthus: klofthus@suisun.com).

15 Council Adoption of Resolution No. 2023-___: Authorizing Aleshire & Wynder, LLP, to Execute a Professional Services Agreement with Krisch & Company for Payroll Audit Services - (City Attorney).

16 Council Adoption of Resolution 2023:___: Authorizing the City Manager to Execute a Professional Services Agreement to provide Geographical Information System (GIS) services with Infinity Technologies - (Deol: ldeol@suisun.com).

17 Council Adoption of Resolution No. 2023-__: Authorizing the Mayor to Send a Letter in Support of Greenbelt Alliance's Proposal to the Environmental Protection Agency's (EPA) San Francisco Bay Water Quality Act Improvement Fund - (Hernandez: ahernandez@suisun.com).

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

18 Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on June 20, 2023 and June 27, 2023 – (Skinner: clerk@suisun.com).

PUBLIC HEARING

City Council

19 Council Adoption of Resolution No. 2023 - ___: Approving Site Plan/Architectural Review Permit (SP/AR 22-23-001) and Planned Unit Development Permit (PUD 22-23-001) for a 6,800 Square Foot Building on a Vacant 7,150 Square Foot Parcel Located South of Lotz Way Between Main Street and Harbor Center (APN 0032-061-390) - (Bermudez: jbermudez@suisun.com).

20 Council Introduction and Waive Reading of Ordinance No. ___: Adopting the 2022 California Building Standards Code (Suisun City Municipal Code Title 15 Building and Construction) - (Bermudez: jbermudez@suisun.com).

21 Council Introduce and Waive Reading of Ordinance No 2023- __: Amending City Ordinance Chapter 12.12 Park and Recreation Facilities to the Suisun City Municipal Code - (Lofthus: klofthus@suisun.com).

GENERAL BUSINESS

City Council

22 Council Adoption of Resolution No. 2023-___: Approving Starbucks Art Mural, Meeting the Requirements of the 1.5 Percent Art Fee - (Lofthus: klofthus@suisun.com).

23 Council Adoption of Resolution No. 2023-____: Approving and Adopting the Parks and Facilities Master Plan - (Lofthus: klofthus@suisun.com).

REPORTS: (Informational items only)

24 Mayoral Update.

25 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 agendized 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. The City's reasonable accommodation policy is available for review on the City's website at 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 Clerk 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, the National Association of Town Watch (NATW) is once again sponsoring a unique nationwide crime, drug, and violence prevention program on Tuesday, August 1, 2023 entitled "National Night Out"; and

WHEREAS, this year's "40th Annual National Night Out" provides a unique opportunity for Suisun City and its community to join forces with thousands of other communities across the country in promoting cooperative police-community crime prevention efforts; and

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

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

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

WHEREAS, this year Suisun City Recreation, Parks, Marina, and Arts Department will host the National Night Out community block party event at the Joe Nelson Community center; and

NOW, THEREFORE, I, Alma Hernandez, Mayor of the City of Suisun City, do hereby proclaim Tuesday, August 1, 2023, as

"NATIONAL NIGHT OUT"

in Suisun City and urge all residents of Suisun City to join with the National Association of Town Watch; the Suisun City Recreation, Parks, Marina Department and the Suisun City Police Department in supporting the "40th Annual National Night Out" by participating in neighborhood events.

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

Alma Hernandez

Alma Hernandez, Mayor

ATTEST: _____

DATE: July 18, 2023

Office of the Mayor

Suisun City, California

Proclamation

WHEREAS, parks and recreation is an integral part of communities promoting health and wellness, improving the physical and mental health of people who live near parks throughout this country, including Suisun City; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, community events, and many other activities designed to promote active lifestyles; as well as positively impacting mental health; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the City of Suisun City recognizes the benefits derived from parks and recreation resources; and strives to provide social, emotional, educational programming to all ages and to develop appropriate events and spaces in which the community can recreate and build community; and

WHEREAS, the Recreation, Parks, and Marina Department provides safe secure spaces for community members of all ages to learn, grow, socialize, exercise, experience nature, travel, and thrive at life as the department continues to create community through people, parks, and programs; and

WHEREAS, the Recreation, Parks, and Marina Department will host a Parks and Recreation Month Celebration Event on July 22, 2023, at Heritage Park in collaboration with various community-based organizations to promote wellness, physical activity, and to build community.

NOW THEREFORE, I, Alma Hernandez, Mayor of the City of Suisun City do hereby proclaim July 2023 as:

"PARKS AND RECREATON MONTH"

in the City of Suisun City and in doing so, urge all residents to enjoy our parks and participate in recreational opportunities to appreciate nature, exercise, socialize and have fun.

SUISUN CITY ORGANIZED MAY 4, 1868 SOLANO COUNTY, CALIF.

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

Alma Hernandez, Mayor

ATTEST: _____

DATE: July 18, 2023

Suisun City
Fire Department

2022 Annual Report



1

Mission

To ensure the protection of life and property through effective and efficient delivery of professional firefighting, fire prevention, and emergency medical services to the communities of Suisun City.

Vision

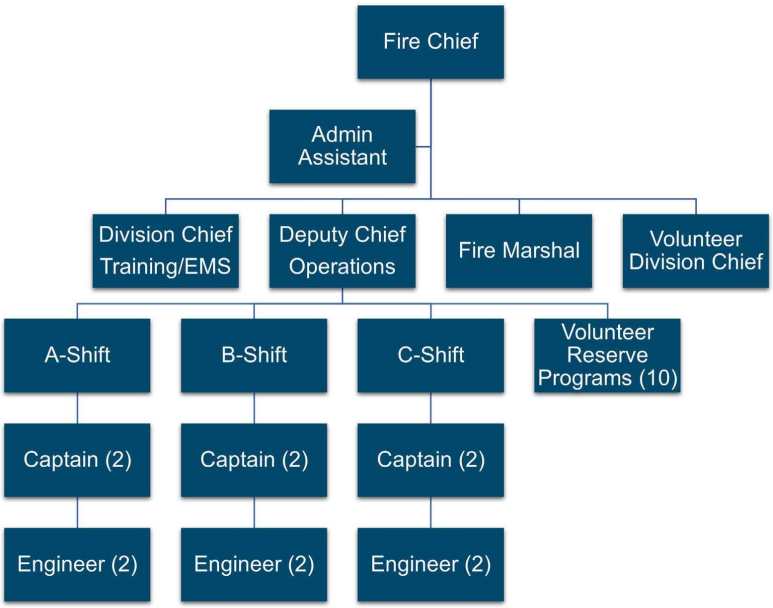
In order to accomplish its mission with the highest degree of professionalism, integrity, efficiency and service to the city, the department has identified the following core values: Dedication, Teamworks, Integrity, Professional, Leadership, and Tradition.

Values

Provide professional fire prevention and emergency response services to protect the people, property, businesses, and facilities within the City of Suisun City from the adverse effects of fire, injury and illness, and all potentially hazardous conditions.

2

Organizational Chart



3

New Hires



Division Chief
Brian Kermoade



Fire Marshal
Jose Colin



Fire Captain
Dean Martin



Fire Captain
Ryan Esparza



Fire Captain
Japen Soto



Fire Engineer
Chris Lujan



Fire Engineer
Luis Rivera



Fire Engineer
Jian Eddinger



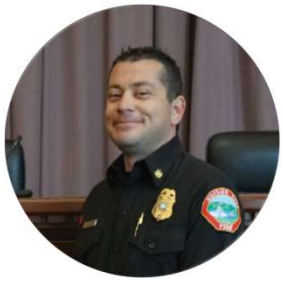
Fire Engineer
Justin Duchscher



Fire Engineer
Jason Vander Meer

4

Promotions



Deputy Chief
Greg Renucci



Fire Captain
Aaron Leming

Awards



Darren Antes
Firefighter of the Year



Jason Brassfield
Leadership Commendation Award

5

Equipment, Apparatus, & Technology



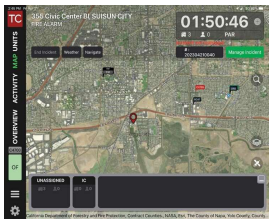
(30) Structure Firefighting PPE



Rope Rescue Gear



1 Set of Extrication Equipment



Tablet Command

Rescue 47





Utility 47



Utility 47



C4701

6

Emergency Response Statistics

3,383 *Total Incidents Responses*

2,201 *Medical and Rescue Responses*

113 *Vehicle Accidents*

179 *Fire Responses*

114 *False Alarm Calls*

Most Active

Month	Day
January	*Mondays*
327 Responses	511 Responses
Hour	**Shift**
5pm to 6pm	*C-Shift*
199 Responses	1,165 Responses

7

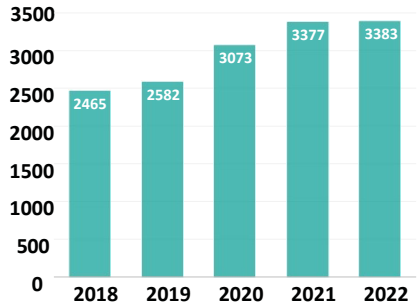
The city maintains a goal to respond to 90% of all calls within five minutes.



5 Minute Goal 68%

Avg. Response Time 5:32

Turnout Time :90



Since 2018 the number of incidents has increased 37%

8

Training Division

- California State Fire Training
- National Incident Management System (NIMS)
- California Incident Command Certification System (CICCS)
- Occupational Health & Safety (OSHA)
- Supervisor Training
- Firefighter Skills
- Wildland Firefighting Skills
- Emergency Medical Services (EMS)
- Paramedic and Emergency Medical Technician Skills

Classes
62

Class Hours
189

Student Hours
3,045

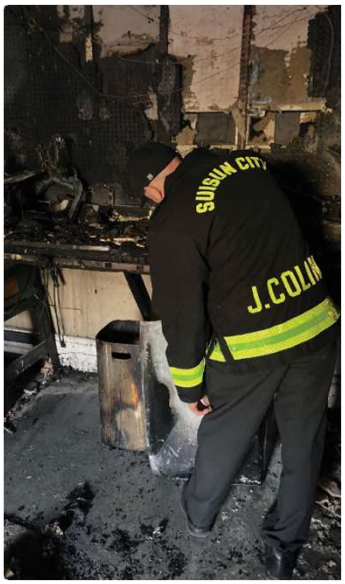
9

Prevention

Inspections
168

Plan Reviews
44

Fire Investigations
16



Fireworks Enforcement

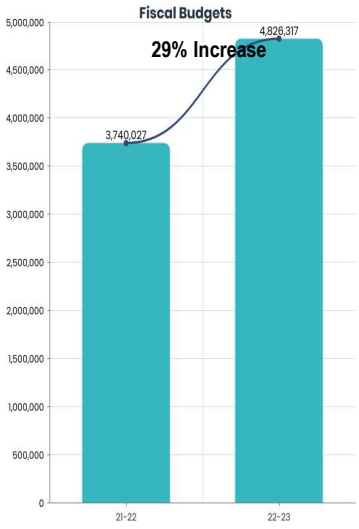
Citations Issued
6

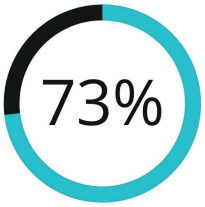
Fines Collected
$5,100.00



10

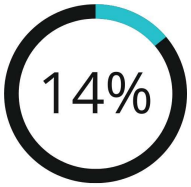
Budget Data





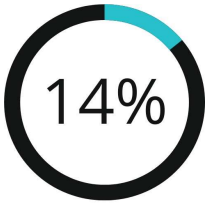
Salaries and Personnel

$3,501,402.00



Services & Supplies

$667,450.00



Inter Departmental

$657,465.00



11

Achievements & Accolades

Second Staffed Engine Company

On Monday, December 19th, 2022, the Fire Department placed into service its second staffed Advanced Life Support (ALS) engine company.





First Female Firefighter
Jian Eddinger

12

2022 Goals Achieved

- ✓ Hired a new Fire Chief
- ✓ Completed the First Responder Fee project and begin receiving the fee.
- ✓ Applied for FEMA funded grants.
- ✓ Reclassified "Volunteers" to "Reserves".
- ✓ Completed All Urban Search and Rescue training.
- ✓ Accomplished Annual Hose Testing and PPE Testing.
- ✓ Purchased a set of Battery Powered Extrication Hurst Tools ("Jaws of Life").
- ✓ Received Air/Light Unit.
- ✓ Leased a Chevy Tahoe and Utility Pickup Truck via the Enterprise Leasing Program.



13

2023 Goals



- #1 Plan for future development and the build of a 2nd Fire Station.
- #2 Invest in the Recruitment, Retention & Firefighter Health, and Wellness.
- #3 Ensure Fire Department operations and service levels are fiscally sustainable and meet the goals and objectives of City Council and the community.
- #4 Develop a comprehensive Five-Year Strategic Plan and Capital Improvement Plan.
- #5 Develop and Implement Professional Development Plan & Succession Plan.
- #6 Enhance Fire Prevention, Public Education and Community Risk Reduction.

14

Whistle Blower Findings

Fire Chief, Brad L. Lopez

15

Apparatus & Command Vehicles

WB Complaint

- Unmaintained apparatus
- Excess (6) command vehicles
- On Call (Battalion) Chiefs

Fire Chiefs Findings

- Surplus apparatus & equipment
- 4 Command vehicles assigned
- 2 Support/Utility vehicles maintained
- Command Staff & On Call (Duty Chief) vehicles assigned
- **Current Actions**
  - Surplus
  - Apparatus & Equipment Replacement Program

16

Special Rescue Teams

WB Complaint

- Dive Rescue (Recovery) Team
  - $52,000 Equipment
  - Training
  - Frequency of Incidents
  - Service Needs
- Water Rescue Team
  - Equipment
  - Service Needs
- Other Rescue
  - Urban Search and Rescue (USAR)

Fire Chiefs Findings

- Dive Team & Equipment- Surplus
- Procurement of Equipment
  - FY2022-23 $22,000
  - Hardware & Software
- Solano County (USAR) Team
  - Solano County Agencies
  - Water Rescue
  - Low/High Angle Rescue
  - Confined Space Rescue
  - Trench Rescue
- Current Actions
  - Surplus Dive Equipment

17

Clothing & Personal Protective Equipment (PPE)

WB Complaint

- Uniform and clothing
- Gear Bags for personnel
- Custom colored uniforms

Fire Chiefs Findings

- Uniform & Personal Protective Equipment (PPE) re quirements
- Personnel gear bags- Reduced
- FY2022-23 Council approved $150,000 Structural PPE.
  - PPE Expenditures: $84,448
  - Savings: $65,552

18



Summary

- Whistle Blower complaints presented reflect a previous administrator (Fire Chief) of the department.
- Current & Future Steps
  - Acting to surplus apparatus and equipment.
  - Develop a Capital Improvement Program (Apparatus & Equipment).
  - Ensure services provided are consistent with City Council & Community expectations.
  - Ensure fiscal resources are managed according to City policy and City Council direction.

Questions?

19

Suisun City Police Department 2022 Annual Report

CHIEF'S MESSAGE

Dear Members of the Suisun City Community,

Once again, I am honored to present the Suisun City Police Department's Annual Report and to express my appreciation for your continued support of our department. Over the past year, your dedicated officers, dispatchers, community service officers and other administrative staff have worked tirelessly to serve Suisun City, and it is through our partnership with the community that we have been able to achieve so much.

Together, we have made a positive impact on the quality of life in our city. This success is due, in large part, to the cooperation and support that we have received from the community. Your trust in our department and our staff has allowed us to work together to reach milestones that are important to providing a safe community.

As we ended 2022, we were able to reach our fully authorized staffing of 26 police officers. This was no small feat, as we have not had this level of staffing in many years. Our administrative staff and training officers worked tirelessly over the year to recruit and train new officers to fill these vacancies. However, while we do continue to have vacancies in other areas of the department, one of our goals in 2023 is to continue to build our staffing to fill all our vacancies. This will be necessary to more consistently address some of the issues that still impact our community such as illegal dumping, dangerous traffic conditions, crime and the ability to conduct homeless outreach. With all the successes we had in 2022, we recognize there is still much work to be done.

As we look to the future, we are committed to building upon the progress that we have made and to continuing our partnership with the community. We believe that by working together, we can achieve even greater success in the years ahead. This annual report contains a snapshot of some achievements over the past year. It will share some of the inner workings of the police department and highlight some of our accomplishments. These accomplishments will ultimately assist us in serving the community more efficiently and with a high degree of professionalism.

On behalf of every Suisun City Police Department personnel, I would like to thank you for you continued support and for the opportunity to serve you. We look forward to our ongoing partnership as we work to make our city a safer and better place for everyone.

Sincerely,

Aaron Roth, Chief of Police



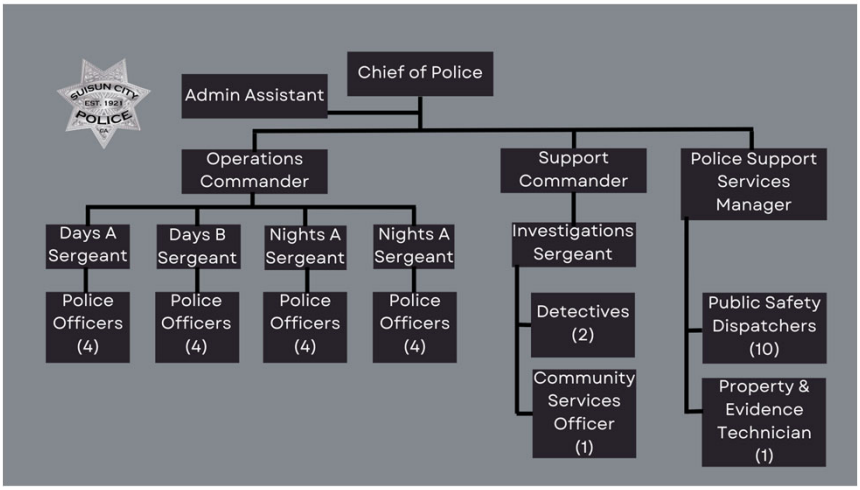
Our Vision

The Vision of the Suisun City Police Department is to be an organization that will make a proactive commitment to invest in the development of our team; to enhance public safety services that will adapt and evolve to the needs of our community.

Our Mission

It is the Mission of the Suisun City Police Department to provide the highest level of services in partnership with our diverse community to safeguard life and property.

ORGANIZATIONAL CHART 2022



Our Personnel



Our personnel are critical to providing the highest level of services to our diverse community. The department is comprised of both sworn and professional staff. Our staff works hard everyday to keep the Suisun City community safe. Our personnel include police officers, detectives, dispatchers, community services officers, property and evidence technicians and support staff. Every position is vital and every employee makes a direct impact on the services provided to our community.





SCPD is proud to announce we've joined the 30x30 Initiative by signing the 30x30 Pledge! We are joining the movement to advance women in policing and support the success of women officers in all ranks while increasing female officer staffing to at least 30% by 2030. Nationally, women make up only 12% of police officers. The 30X30 Initiative is AN INITIATIVE to increase the number of women officers to 30% by 2030. Not only does SCPD support this initiative, but at the close of 2022, 27% of our police officers and 60% of our police supervisors were women.

	Sworn	Non-Sworn
White (Non-Hispanic)	50%	64%
Hispanic	19%	18%
Black	4%	9%
Asian	23%	9%
Other	4%	0%
Male	73%	0%
Female	27%	100%

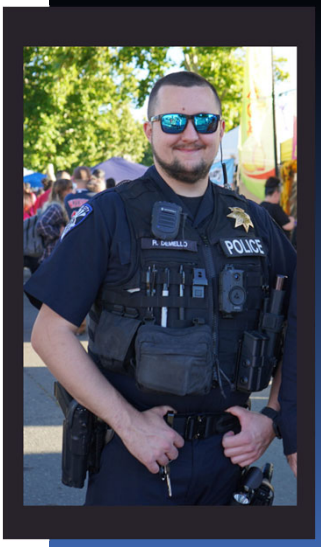
Patrol

In 2022 SCPD Patrol handled 25,343 incidents. Officers created 3,577 case investigations in response to those incidents. Officers made 991 arrests for a variety of crimes throughout the year. Officers made 3,403 traffic stops in 2022, which resulted in 1,101 traffic citations and 92 arrests for DUI. Patrol officers also investigated 284 traffic collisions and booked 1,834 pieces of property into evidence or safekeeping.



City Officer

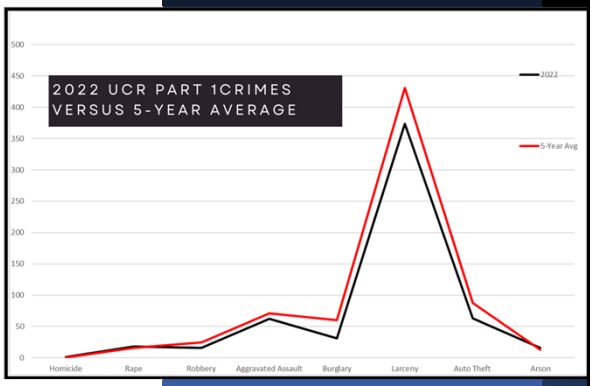
While patrol was fully staffed in 2022, the department was able to launch a pilot program called the “City Officer” program. This programmed allowed one officer per-day to be assigned to specific city-wide community concerns. These officers conducted foot patrols downtown and throughout the city. These officers focused on traffic enforcement in areas of concern to the community. They also contacted our business, resident and visitor communities. The City Officers made regular contact with our unhoused community to offer resources and shelter. This program was popular with both the community and our personnel.



2022 Crime Statistics

The Suisun City Police Department transitioned to the California Incident Based Reporting System (CIBRS) in March 2022. The migration put our city in alignment with the National Incident Based Reporting System (NIBRS). Our first full year of CIBRS data will be available in our 2023 Annual Report.

Suisun City 2022 UCR Part-1 crimes, Homicide, Rape, Robbery, Aggravated Assault, Burglary, Larceny, Auto Theft and Arson, reduced by 18% versus the 2018-2022, 5-year average.



Investigations

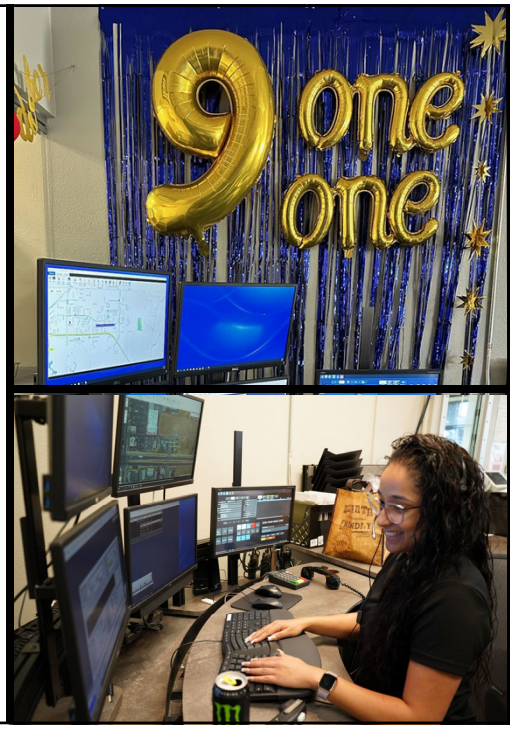
The Suisun City Investigations Division detectives are responsible for investigating crimes that require extensive follow-up such as, homicide, robberies, gang activity, and other violent felonies. The detectives also investigate missing persons, child abuse and domestic violence cases.

In 2022, the Suisun City Investigations Division conducted follow-up on 125 significant cases, including one homicide.



Dispatch & Records

The SCPD Dispatch Center is responsible for handling and processing all in-coming 9-1-1 calls, non-emergency calls and radio operations for police, fire and EMS services in Suisun City. In 2022, the dispatch center handled 9,509 9-1-1 calls, 31,653 business line calls and made 11,250 out-going calls to coordinate services, response, and resources for the community. The Dispatch Center created a total of 29,865 incidents in 2022. Of these incidents, 4,522 were fire or medical related calls. Our Public Safety Dispatchers are also responsible for managing the SCPD lobby and performing records functions.



Transparency

Uses of Force

The Suisun City Police Department strives to de-escalate incidents and use the least amount of force required to effect an arrest, overcome resistance, and prevent escape.

In 2022, SCPD had 19 Uses of Force incidents reported out of the 25,343 incidents handled by the Patrol Division. This is a 0.00075% use of force to incident ratio.

A Use of Force is defined as the application of a physical technique or tactic, chemical agents, or weapons to another person.

Additionally, SCPD is required by law to report any use of force that results in great bodily injury during an incident. SCPD did not have any use of force incidents that resulted in great bodily injury to a subject in 2022.

Transparency

Complaints

The Department accepts all complaints made against our employees. These complaints are investigated on an individual basis by an uninvolved supervisor or, in many instances, an outside investigator.

In 2022, the Department investigated six allegations of misconduct. Four of these allegations were made by community members received via a Citizen's Complaint. The remaining two allegations were recognized internally, and an investigation was conducted to ensure our staff are adhering to policy and state law. These investigations were conducted for allegations of discourtesy, conduct unbecoming, improper service, and excessive force. There were no sustained complaints for excessive force, but there was a sustained complaint for discourtesy

ALL COMPLAINTS ARE TAKEN SERIOUSLY AND CAN BE DONE, IN PERSON, VIA TELEPHONE OR ONLINE. FOR MORE INFORMATION, PLEASE VISIT; HTTPS://POLICE.SUISUN.COM/CONTACT-US/PERSONNEL-COMPLAINT-FORM/

ALL COMPLAINTS ARE TAKEN SERIOUSLY AND CAN BE DONE, IN PERSON, VIA TELEPHONE OR ONLINE. FOR MORE INFORMATION, PLEASE VISIT; HTTPS://POLICE.SUISUN.COM/CONTACT-US/PERSONNEL-COMPLAINT-FORM/

Community Services Officer

The Suisun City Police Department employs one full time Community Services Officer.

Our Community Services Officer investigates parking complaints, assist with traffic control, attends community events and assists on the Social Media Team.



Property & Evidence

The Suisun City Police Department employs one full time Property and Evidence Technician. The Property and Evidence Technician is tasked with the asset management of all booked pieces of evidence, property and stored items.

In 2022, the Property and Evidence Technician handled over 1,834 pieces of evidence and property.



2022 Accomplishments

- Fully staffed all our police officer positions for the first time in several years.
- Investigations staffed with two full-time detectives for the first time in several years.
- Prioritized training for all personnel to enhance service to the community.
- Enhanced our license plate reader system to better investigate crimes.
- Utilized Office of Traffic Safety grant to improve our electronic collision reporting system.
- Racial and Identity Profiling Act (RIPA) implementation was completed. Began sending demographic stop data to the state as required by law.
- Obtained Police Officer Standards and Training (POST) certification to provide Use of Force and Firearms training on-sight, rather than outsourcing and paying for training
- Created a social media team to better inform, interact and engage with our community.

2023 Goals

- Enhance service delivery to the community through employee development, training, evaluation and accountability.
- Maintain staffing levels through continuous recruitment and retention efforts.
- Implement a scheduling and timekeeping system that reports hours worked directly to the payroll department.
- Complete implementation of training management, employee development and accountability software.
- Complete state-funded capital improvement projects including enhanced station security and mobile command vehicle.
- Improve community engagement, recruitment and online services through a new Suisun City Police Department website.

AGENDA ITEM NO. 6

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Adoption of Resolution 2023-___: 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.

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

STRATEGIC PLAN: Ensure Public Safety

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 2022-2023 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.

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 4 of 4 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 33 of 33 occupancies, buildings, structures and/or facilities.

Occupancy Type	Total	Completed	Compliance
Public and Private Schools K-12	4	4	100%
Hotels, Motels, Apartment Buildings, Lodging Homes, and Residential Care Facilities	33	33	100%
Total	**37**	**37**	**100%**

In total, 37 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 2022-2023 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.

STAFF RECOMMENDATION: 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.

DOCUMENTS ATTACHED: 1. Resolution No. 2023-___: 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.

PREPARED BY: Jose Colin, Fire Marshal
REVIEWED BY: Brad Lopez, Fire Chief
APPROVED BY: Kris Lofthus, Deputy City Manager

ATTACHMENTS:
1. Resolultion to Acknowledge Report.pdf

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY 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.

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on September 27, 2018; and,

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the Suisun City Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, and apartment building; and,

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Suisun City Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and,

WHEREAS, the City Council of the City of Suisun City intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Suisun City Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun City that said Council expressly acknowledges the measure of compliance of the Suisun City Fire Department with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Suisun City, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Suisun City, there lie four (4) Group E occupancies, buildings, structures and/or facilities.

During fiscal year 2022/2023, the Suisun City Fire Department completed the annual inspection of four (4) Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

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

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, lodging houses, apartment buildings and residential occupancies used as care facilities. Within the City of Suisun City, there lie 33 Group R occupancies, buildings, structures and/or facilities.

During fiscal year 2022/2023, the Suisun City Fire Department completed the annual inspection of 33 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

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

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 18th day of July 2023 by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this 18th day of July 2023.

_____
Anita Skinner
City Clerk

AGENDA ITEM NO. 7

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-__: Approving the Purchase of a Vac-Con Model V350LHAN/850 Vacuum Truck from Vac-Con, Inc.

FISCAL IMPACT: There would be no impact to the General Fund from this purchase. The total purchase price for the requested Vac-Con Model V350LHAN/850 Vacuum Truck (vac truck) is $499,659.35. The cost associated with this piece of equipment would be covered by the Sewer Maintenance Fund with funds having been allocated and approved within the FY203-24 budget for this purchase.

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

BACKGROUND: A Vacuum Truck or vac-truck, is a large truck that includes a suction hose, pump, and a tank. The pump is designed to pneumatically suck up liquids, sludges, slurries, or the like from an impacted location and is then stored in the tank of the truck. A vac-truck is primarily used for two functions, maintenance and responding to Sanitary Sewer Overflows (SSOs). Maintenance activities include cleaning sewer lines, inside of manholes, storm drain inlets, and minor excavation. The unit can also be used, when needed, in support of Police and Fire in response to accidents that include spilling liquid that must be cleaned up. The vac-truck is also critical in a quick response to emergency SSOs. Contaminated liquid cannot reach any State waterways without best efforts being made to clean and remove all contaminated liquid through the use of a vac-truck. The city could get fined in the event of a large SSO that was not retrieved from the storm drain system or from local waterways.

STAFF REPORT: The Public Works Maintenance Division (PWM) does not currently own Vacuum Truck (vac-truck). PWM previous piece of equipment with flushing and vacuuming capabilities was the city's old street sweeper. This vehicle was very old and becoming difficult to find parts for to facilitate necessary repairs. Additionally, the vacuum capabilities of the sweeper no longer met the State Water Board's requirements to adequately retrieve any dislodged materials such as FOGs (Fat, Oils, and Grease) within the sewer system, leaving PWM without means to address sewer blockages within the city's-maintained system. The unit was surplused when Republic Services assumed the city's street sweeping contract, leaving PWM to contract out this need to a vendor with a vac-truck in their fleet and be at the mercy of the vendor's schedule and response time.

The purchase of a vac-truck will allow the PWM to respond effectively to sewer calls, to Sanitary Sewer Overflows (SSOs), to better perform annual storm inlet maintenance, and to provide support to Police and Fire in the event of an accident that invoices liquid moving towards the city's storm drain system.

Without a Vacuum Truck (vac-truck) the Public Works Maintenance (PWM) staff is left unable to adequately respond to sewer back-ups and to Sanitary Sewer Overflows (SSOs) based on regulations governing sewer and SSO response implemented by the State. The purchase of a Vacuum Truck will enhance PWM's ability to respond quickly to SSOs when time is always of the essence. SSOs may not reach waterways, including the storm drain system, without being retrieved as quickly as possible to

ensure that none to only a very small volume of contaminated water reaches and remains in the State's waterways. It can become a health and human safety issue. There is only one vendor in the area that owns this piece of equipment. This can lead to delayed response times and/or the unit not being available.

The Vacuum Truck would be purchased through a vendor, Vac-Con, Inc., that participates in Sourcewell (formally NJPA) a National Intergovernmental Purchasing Alliance (IPA) Company. Sourcewell offers the lowest price to its members since it does competitive bids for vehicles and equipment. The city will take advantage of the lowest pricing since it holds membership with Sourcewell.

The purchase of this unit will give PWM faster response time and will support other programs such as the annual stormwater inlet cleaning program as well as being available to be deployed in an instance where Police or Fire require such services in response to an accident.

STAFF RECOMMENDATION: It is recommended that the City Council: Adopt Resolution No. 2023-__: Approving the Purchase of a Vac-Con Model V350LHAN/850 Vacuum Truck from Vac-Con, Inc.

DOCUMENTS ATTACHED:

1. Resolution No. 2023:__: Approving the Purchase of a Vac-Con Model V350LHAN/850 Vacuum Truck from Vac-Con, Inc.
2. Quote for Vac-Con Model V350LHAN/850 Vacuum Truck.

PREPARED BY: Amanda Dum, Management Analyst II
REVIEWED BY: Nouae Vue, Public Works Director
APPROVED BY: Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. Resolution Approving the Purchase of a Vac-Con Model V350LHAN-850 Vacuum Truck from Vac-Con, Inc..pdf
2 Quote for Vac-Con Model V350LHAN-850 Vacuum Truck.pdf

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING THE PURCHASE OF A VAC-CON, INC. MODEL V350LHAN/850 VACUUM TRUCK FROM VAC-CON, INC.

WHEREAS, the Public Works Maintenance Division (PWMD) has the responsibility of maintaining the City's sewer system for pipes 10" and under as well as maintaining the City's storm drain system; and

WHEREAS, On May 2, 2006, the State Water Resources Control Board (SWRCB) adopted Order No. 2006-0003-DWQ, which established Statewide General Waste Discharge Requirements for Sanitary Sewer Systems. The General Waste Discharge Requirements dictate that all federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California are required to: take all feasible steps to eliminate sanitary sewer overflows (SSOs), and in the event that an SSO does occur, take all feasible steps to contain and mitigate the impacts and report the SSO to the statewide reporting system; properly, manage, operate, and maintain all parts of the sanitary sewer system also, the all cities in California are required to suction out any Fat, Oil, or Grease (FOG) obstruction found within a sewer line and are no longer allowed to try to just flush down the line; and

WHEREAS, the acquisition of a vacuum truck will primarily support the Public Works Maintenance Division in adhering to the State requirements listed above, in performing best efforts to prevent illicit discharges into the existing storm drain system from an Sanitary Sewer Overflow (SSO) or other scenario where illicit discharge is allowed into the curb/gutter system which drains directly into the storm drain system, and furthermore in supporting Public Works Maintenance's annual storm drain inlet cleaning program which is performed in an attempt to mitigate flooding within City limits during the rainy season; and

WHEREAS, staff has obtained a quote through Sourcewell (formerly NJPA), a National Government Purchasing Alliance (IPA) Company vendor. Sourcewell requires a membership and the City is a member in good standing. Sourcewell gathers competitive bids for vehicles and equipment which can then be utilized by governmental agencies; and

WHEREAS, the Suisun City Council recognizes the benefits and essential nature of acquiring this piece of equipment for the safety and maintenance of the City's sewer and storm drain systems.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby authorize the City Manager, or his designee, to execute the Purchase Agreement to acquire a Vac-Con Model V350LHAN/850 Vacuum Truck from Vac-Con, Inc.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 18th day of July 2023, by the following vote:

AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this 18th day of July 2023.

_____
Anita Skinner
City Clerk

MUNICIPAL MAINTENANCE EQUIPMENT
CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

June 21, 2023

City of Suisun City
4555 Petersen Road
Suisun City, CA 94585

Tel: 707-580-0625
jherrod@suisun.com

Attention: Jim Herrod, Public Works Supervisor

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 101221-VAC for the Vac-Con V350HN/850 mounted on a new Freightliner 4x2 truck chassis for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Suisun City, CA	$461,037.00
	8.375% Estimated Sales Tax	38,611.85
	CA Tire Fee (6 @ $1.75)	10.50
	Total	$499,659.35

- **Vac-con, Inc. is the Sourcewell contract holder and all purchasing documents are to go directly to them. The City's Purchase Order to be prepared and sent directly to Vac-Con.** 969 Hall Park Drive, Green Cove Springs, FL 32043
  M.J. Dubois (410) 924-1004 mjdubois@ducollc.com
- Pricing includes delivery and on-site training.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms per Sourcewell Program.
- Quotation valid for 30 days.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,

James Wheeler

James Wheeler,
General Manager

Enclosure

06/21/2023

DUAL ENGINE COMBINATION JET/VACUUM SEWER CLEANER

SOURCEWELL CONTRACT: 101221-VAC

Customer: CITY OF SUISUN CITY Shipping: CALIFORNIA

Requirement Specification	
Combination jet/vacuum sewer cleaner with all standard equipment V350HN/850 L H A	
24' Freightliner chassis model 114SD with 370 HP engine, 4 x 2, 43,000 GVWR, 3,000 RDS transmission and A/C *California CARB Only	
Body mounting on Chassis	
Hydrostatic drive	
10' Aluminum Telescoping boom with 8"Inlet and Pendant control station	
Front Mounted Articulating to Driver Side hose reel, 600' X 1" capacity, standard pivot	
850 Gallon polyethylene water tank capacity with 10 year warranty	
5 Cubic yard capacity debris tank 3/16" corten steel, (5 year warranty) with full opening rear door (minimum 50 degree debris tank dumping, power up and down	
Automatic vacuum breaker (prevents operation when full and contains debris when moving unit) and overfill protection	
600' of 3/4" Jet rodder hose	
FMC water pump rated 50 GPM @ 3,000 PSI - Single Engine - Hydrostatic Drive	
6" Knife valve, lower rear door mounted with cam-lock	
50' Capacity retractable hand gun hose reel	
Hydro-Excavation Package	
Cone storage rack placement	
Long handle storage/PVC (2)	
Rear mounted tow hooks	

Requirement Specification	
LED 4 strobes, 2 front bumper/2 rear bumper	
LED Arrow stick	
LED Boom mounted flood lights with limb guard	
LED Flood light	
Rear camera placement	
Traffic camera with color monitor	
3/4" x 20' length leader hose	
Lazy Susan Pipe Rack	
Storage box behind cab 16" x 42" x 96"	
Reflective safety striping: White	
Paint Module: Elite White	
Local dealer pre delivery and inspection	
On site customer training	
Consignee Delivery	
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	$461,037.00
Sales Tax - 8.375%	$38,611.85
California Tire Fee	$10.50
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER INCLUDING TAX	$499,659.35

Delivery is _____ Days after receipt of order.

SOURCEWELL CONTRACT NO 101221-VAC

VENDOR/CONTRACT HOLDER: VAC-CON, INC. 969 HALL PARK RD GREEN COVE SPRINGS, FL 32043

CONTACT: M.J. DUBOIS EMAIL MJDUBOIS@DUCOLLC.COM PHONE: 410-924-1004

THIS QUOTE IS VALID FOR 30 DAYS

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AGENDA ITEM NO. 8

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Morgan Fence Company, Inc. for the Lot 37 Fencing Project.

FISCAL IMPACT: There would be no impact to the General Fund. The Lot 37 Fencing Project (Project) will surround the newly acquired right-of-way. This Project will be funded by the Off-Site Street Improvement Program (OSSIP) Fund (F120) in the amount of $65,792.05 ($57,210.48 plus a 15% contingency of $8,581.57).

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

BACKGROUND: The City of Suisun City recently completed the purchase of a segment of right-of-way along the eastern side of the parcel on the southeast corner of Sunset Avenue and (Old) Railroad Avenue. This new land purchase will ultimately be part of realigning Railroad Avenue from New Railroad Avenue to Old Railroad Avenue (next to Laurel Creek).

STAFF REPORT: With the purchase of Lot 37 it is now necessary to ensure that this newly purchased parcel is protected, kept as clean and free from homeless as possible, and from acting as a public nuisance. To accomplish these goals, it is now necessary to install protective, permanent, fencing that will include a gate at (Old) Railroad Avenue end, around Lot 37.

Staff reached out to three (3) local vendors for quotes – Morgan Fence Company, Inc., Able Fence Company, and Tri-City Fence Company. Morgan Fence Company, Inc. provided the lowest unit cost of $43.44. Able Fence Company provided a Unit Cost of $48.00, and Tri-City Fence Company provided a Unit Cost of $47.36. Morgan Fence Company, Inc. has been identified as the lowest responsible bidder for the fencing and the gate necessary to complete this Project.

This location is the victim of illegal dumping and homeless camps, among other issues, and having it secured as best as possible as quickly as possible is of paramount importance. Staff is requesting that Council authorize the City Manager to enter into a construction contract with Morgan Fence Company, Inc. to install fencing in this location.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023-___: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Morgan Fence Company, Inc. for the Lot 37 Fencing Project.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-____: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Morgan Fence Company, Inc. for the Lot 37 Fencing Project.
2. Property Location Map.

PREPARED BY:	Amanda Dum, Management Analyst II
REVIEWED BY:	Nouae Vue, Public Works Director
APPROVED BY:	Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. Resolution Authorizing to Enter into a Construction Contract with Morgan Fence Compay, Inc..pdf
2. Property Location Map.pdf

RESOLUTION NO. 2023-

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 MORGAN FENCE COMPANY, INC. FOR THE LOT 37 FENCING PROJECT

WHEREAS, the City recently completed the purchase of a segment of land (Lot 37)); and

WHEREAS, Lot 37 and adjacent areas have been the subject of ongoing homeless camps, debris, and illegal dumping; and

WHEREAS, it is now necessary for the City to permanently fence off this new City parcel to attempt to prevent an attractive nuisance, illegal dumping, and homeless camps on the property as quickly as possible; and

WHEREAS, out of the three quotes received staff has identified and determined that Morgan Fence Company, Inc. has provided the lowest bid and is a responsible vendor.

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 Morgan Fence Company, Inc. for the Lot 37 Fencing Project in the amount of $57,510.48, including a 15% contingency ($8,581.57) for a total construction cost of $65,792.05 and to take any and all necessary and appropriate actions to implement this contract.

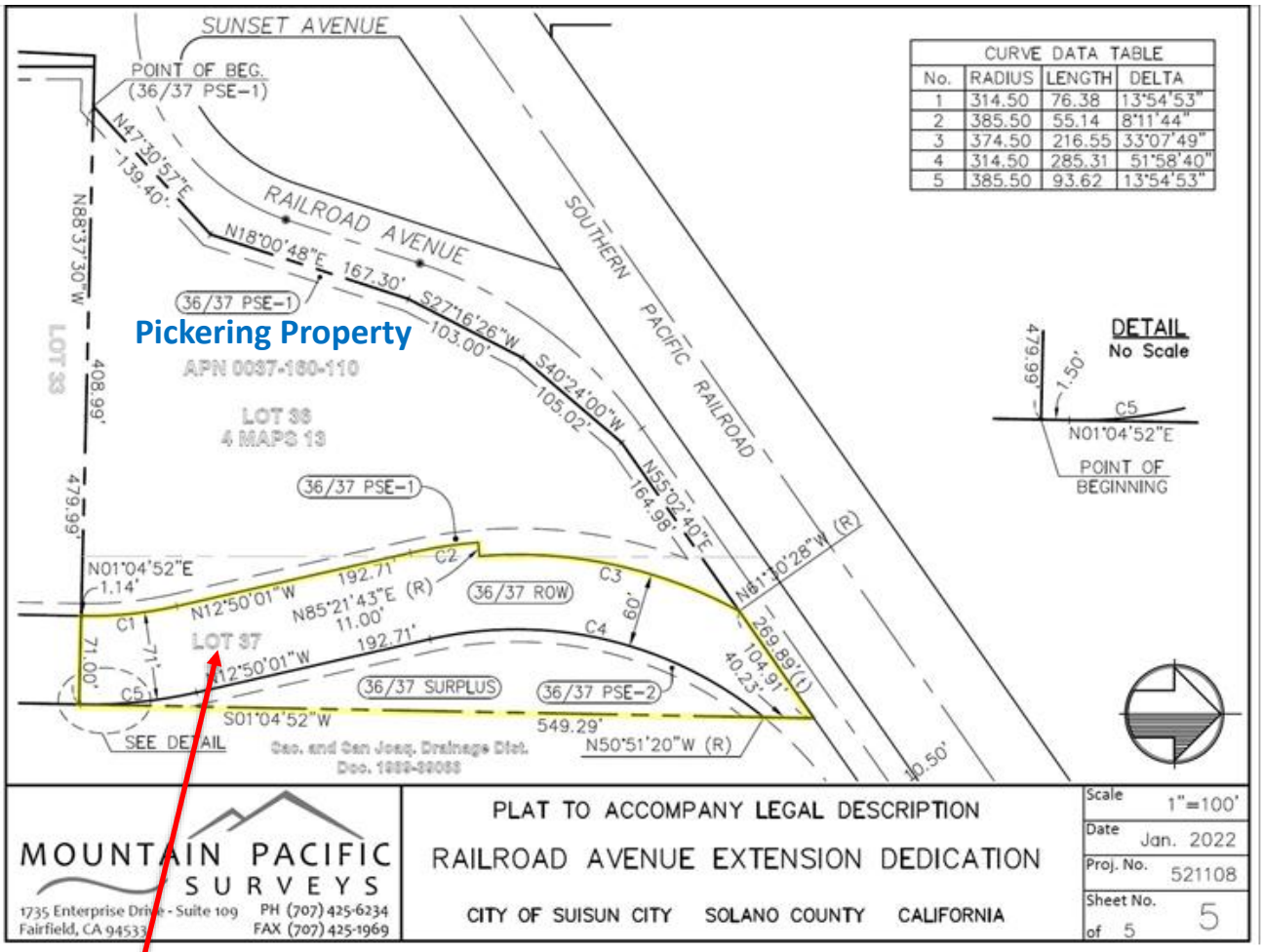
PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 18th day of July 2023, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this 18th day of July 2023.

_____
Anita Skinner
City Clerk

Property Location Map – Lot 37



Newly Purchased City Property – Lot 37

AGENDA ITEM NO. 9

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-__ Amending the Citywide Classification Plan to Create, Update, or Eliminate Various Classifications Including: Create Deputy City Clerk, Finance Manager and Recreation Manager; Establish a Class Specification for IT Services Manager; and Abolish the Classifications of Accounting Services Manager, Financial Services Manager, Marina & Waterfront Events Manager, Recreation Program Administrative Coordinator, Recreation Specialist Supervisor, Secretary to the City Manager/Deputy City Clerk and Senior Account Clerk.

FISCAL IMPACT: The financial impact associated with the proposed classification actions was negotiated as part of labor contract negotiations and included in the current fiscal year budget. As a result, there is no additional cost associated with approving the classification actions recommended herein.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND:

The City's Personnel Rules and Regulations, contained in Administrative Directive (AD)- 7 requires the City maintain a Classification Plan that is tied to the Compensation Plan and which contains all classes to which city positions may be allocated. Each class shall have a written specification that provides the title and definition of the Class, a description of the general duties to be performed and the qualifications necessary for consideration for appointment.

Department Heads and employees may request a classification study be performed if it is believed that a position is not properly classified, or when a significant change has been made in the duties, functions and responsibilities of a Position. The City Manager has the ultimate responsibility for authorizing a classification study, and for approving the establishment of new Classes or the revision of existing Classes.

Many of the City's current class specifications were established during the citywide classification and compensation study that occurred in 2006, by Johnson & Associates. Since this time, there have been a variety of changes to the duties and responsibilities of many positions within the City's Classification Plan requiring updated class specifications. This has led the City Manager to authorize various classification studies which have been completed over the past two years to bring the Classification Plan current.

STAFF REPORT:

Under direction of the City Manager, Janice Koch, Consultant, was asked by City of Suisun Human Resources to perform a classification study of six of the City's positions. The project entailed review of Position Description Questionnaires that had been completed by employees, interviewing those

employees for clarification and any additional information needed, consideration of whether the duties and requirements assigned to these employees were appropriately classified, making recommendations as to appropriate classification assignments, and updating or developing classification specifications according to those assigned requirements.

Recreation, Parks and Marina Department

Three of the positions studied are in the Recreation, Parks and Marina Department. One employee has been classified as the Marina and Waterfront Events Manager. The second two positions have been classified as Recreation Supervisors.

The Recreation, Parks and Marina Department essentially consists of two divisions. One division encompasses Marina, Community Events, Senior Programs, and Early Childhood Programs. The other division manages Recreation Facilities, Sports Complex, and Youth Services. It is to the advantage of the agency and to employees to have broader, less specialized classifications when possible. In this way, employees can be cross trained and reassigned to other positions within those classifications when necessary or as vacancies occur.

In some situations, having the title of "Manager" denotes second-line supervisors. In other situations, particularly in smaller agencies, a Manager may oversee the operations and activities of a departmental division, even when the number of full-time, first -line supervisory staff is limited or not warranted. In these cases, the employees manage, as well as participate in division operations and activities. It was determined that the employee currently classified as Marina and Waterfront Events Manager would be better suited with the title of **Recreation Manager** and the other employee currently classified as Recreation Supervisor would be more appropriately reclassified as **Recreation Manager**. A new classification specification for Recreation Manager was developed and is attached to this report.

The other position that has been classified as Recreation Supervisor was studied. The employee in this class has been assigned and is currently performing such duties as grant writing and administration, budget analysis, contract management and marketing of recreation programs. These duties and the required knowledge, abilities, and education and experience requirement possessed by the incumbent fit well within the currently existing City classification of **Management Analyst** at the journey (**II**) level.

Finance Department

The City's Finance Department consists of two divisions including the Finance Division and the Information Technology Division.

Information Technology Division

The position currently classified as IT Systems Manager was analyzed. The incumbent in this position acts as manager of the Finance Department's Information Technology Division. The duties performed by the employee in this class are extremely broad, encompassing all of the City's Information Technology needs, directly and/or by engaging and overseeing the work of vendors. As is the case of the forementioned Recreation Managers, the duties of this position are primarily acting as a technical and management consultant to city staff rather than as supervising first-line supervisors. In addition, the responsibilities performed in this capacity are not limited to those of a division, but instead require interactions with and impacts all departments in the City. The most common title for classifications in the labor market for positions performing these duties is **Information Technology Manager** and the current title of **IT Services Manager** is also well suited. Suisun City did not have a classification specification for IT Services Manager; therefore, a specification has been created for this classification

and is attached to this report.

Finance Division

The duties being performed by the position currently classified as Accounting Services Manager were analyzed. The employee in this classification is acting as an upper-level manager, providing advanced professional knowledge, leadership and full supervision over accounting staff in performance of accounts payable and receivable, payroll, utility billing, business licenses, journal entries, bank and cash reconciliation, and other related accounting functions.

As with the Information Technology Manager, the responsibilities of this position involve interactions with other departments and outside agencies rather than being limited to those within a division. Common job title for positions with these responsibilities in the labor market is **Financial Operations Manager** or **Finance Manager**. It was determined that the employee currently classified as Accounting Services Manager be more appropriately reclassified as Finance Manager. A new classification specification was developed and is attached to this report.

City Manager's Office

Secretary to the City Manager/Deputy City Clerk

Although the Suisun City Clerk is an elected position, the employee currently in the classification of Secretary to the City Manager/Deputy City Clerk plans, organizes, and directs functions and responsibilities of the City Clerk's office as specified by the City Council and as required by law. A majority of the employee's responsibilities are related to acting in the capacity of Deputy City Clerk. The employee does provide administrative support to the Mayor, City Council, City Manager and City Departments and to City Commissions, Boards and Committees and makes conference/meeting registrations, hotel reservations and travel arrangements but there is less emphasis on these requirements than those of the City Clerk's Office. Unlike Deputy City Clerks in some other agencies, the employee in this position performs fewer clerical duties and more administrative duties. The classification specification was updated to reflect this, and it is recommended that the title be changed to Deputy City Clerk.

As recommended by the consultant, it is recommended that the new classification specifications attached to this report be adopted and added to the City's Classification Plan, and that the following classifications be abolished: Accounting Services Manager, Marina & Waterfront Events Manager and Secretary to the City Manager/Deputy City Clerk. Additionally, the City proposes to abolish the classifications of Financial Services Manager, Recreation Program Administrative Coordinator, Recreation Specialist Supervisor and Senor Account Clerk which no longer fit into the City's existing structure.

The positions studied are represented by the Suisun City Management and Professional Employees' Association (SCMPEA). The classification specifications and recommendations were reviewed and approved by the employees' supervisors, the Association and by the affected employees. Staff have met our obligations to meet and confer with SCMPEA over these proposed classification actions.

STAFF RECOMMENDATION:

Adoption of Resolution No. 2023-__ Amending the Citywide Classification Plan to Create, Update, or

Eliminate Various Classifications Including: Create Deputy City Clerk, Finance Manager and Recreation Manager; Establish a Class Specification for IT Services Manager; and Abolish the Classifications of Accounting Services Manager, Financial Services Manager, Marina & Waterfront Events Manager, Recreation Program Administrative Coordinator, Recreation Specialist Supervisor, Secretary to the City Manager/Deputy City Clerk and Senior Account Clerk.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__ Amending the Citywide Classification Plan to Create, Update, or Eliminate Various Classifications Including: Create Deputy City Clerk, Finance Manager and Recreation Manager; Establish a Class Specification for IT Services Manager; and Abolish the Classifications of Accounting Services Manager, Financial Services Manager, Marina & Waterfront Events Manager, Recreation Program Administrative Coordinator, Recreation Specialist Supervisor, Secretary to the City Manager/Deputy City Clerk and Senior Account Clerk.
    a. Deputy City Clerk
    b. Finance Manager
    c. IT Services Manager
    d. Recreation Manager

PREPARED BY: Christina Penland, Human Resources Administrator
REVIEWED BY: Kris Lofthus, Deputy City Manager
APPROVED BY: Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. Resolution Approving Amending the Citywide Classification Plan.pdf
a. Deputy City Clerk Class Spec.pdf
b. Finance Manager Class Spec.pdf
c. IT Services Manager Class Spec.pdf
d. Recreation Manager Class Spec.pdf

RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AMENDING THE CITYWIDE CLASSIFICATION PLAN TO CREATE UPDATE OR ELIMINATE VARIOUS CLASSIFICATIONS INCLUDING: CREATE DEPUTY CITY CLERK, FINANCE MANAGER AND RECREATION MANAGER; ESTABLISH A CLASS SPECIFICATION FOR IT SERVICES MANAGER; AND ABOLISH THE CLASSIFICATIONS OF ACCOUNTING SERVICES MANAGER, FINANCIAL SERVICES MANAGER, MARINA & WATERFRONT EVENTS MANAGER, RECREATION PROGRAM ADMINISTRATIVE COORDINATOR, RECREATION SPECIALIST SUPERVISOR, SECRETARY TO THE CITY MANAGER/DEPUTY CITY CLERK AND SENIOR ACCOUNT CLERK.

WHEREAS, Suisun City Code Chapter 2.40 establishes a Personnel System that includes Classifications to group positions with similar duties and responsibilities into categories, and Pay Ranges within a Compensation Plan to establish appropriate compensation for the various Classes; and

WHEREAS, the authority to approve new job classifications, establish Pay Ranges for each Classification and approve placement of new Classifications in appropriate bargaining units each by resolution is the purview of the City Council; and

WHEREAS, the City Manager is designated as the Personnel Officer with the responsibility to prepare, maintain and propose revisions to the Classification Plan and a Compensation Plan to be effective upon approval by the City Council; and

WHEREAS, the City engaged the consulting services of Janice Koch to conduct various classification studies of classified positions and incumbents, and the City Manager has accepted the reports of the classification studies and agrees with the consultant's recommendations regarding establishing or amending classifications and reclassification of incumbents; and

WHEREAS, the City Manager has requested to establish classifications for Deputy City Clerk, Finance Manager and Recreation Manager; and

WHEREAS, the City Manager has requested to establish a classification specification for the existing classification of IT Services Manager; and

WHEREAS, the new classifications are represented by the Suisun City Management and Professional Employees' Association (SCMPEA); and

WHEREAS, the City Manager has requested to abolish the classifications of Accounting Services Manager, Financial Services Manager, Marina & Waterfront Events Manager, Recreation Program Administrative Coordinator, Recreation Specialist Supervisor, Secretary to the City Manager/Deputy City Clerk, and Senior Account Clerk.

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

THAT, the new classifications and class specifications for Deputy City Clerk, Finance Manager, IT Services Manager, Recreation Manager are adopted; and

THAT, the classifications of Accounting Services Manager, Financial Services Manager, Marina & Waterfront Events Manager, Recreation Program Administrative Coordinator, Recreation Specialist Supervisor, Secretary to the City Manager/Deputy City Clerk, and Senior Account Clerk are abolished; and

THAT, the classification action to establish, amend, abolish and reclassify shall be effective July 7, 2023; and

THAT, the following employee reclassifications are authorized: Jeffrey Downey from Recreation Supervisor to Recreation Manager; Janet Hull from Marina & Waterfront Events Manager to Recreation Manager; Elizabeth Luna from Accounting Services Manager to Finance Manager; and Marvin Mora from Recreation Supervisor to Management Analyst II; and Donna Pock from Secretary to the City Manager/Deputy City Clerk to Deputy City Clerk; and

THAT, the City Council of the City of Suisun City hereby adopts Resolution No. 2023-__ Amending the Citywide Classification Plan to Create, Update, or Eliminate Various Classifications Including: Create Deputy City Clerk, Finance Manager and Recreation Manager; Establish a Class Specification for IT Services Manager; and Abolish the Classification of Accounting Services Manager, Financial Services Manager, Marina & Waterfront Events Manager, Recreation Program Administrative Coordinator, Recreation Specialist Supervisor, Secretary to the City Manager/Deputy City Clerk and Senior Account Clerk.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 18th day of July 2023, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this 18th day of July 2023.

_____
Anita Skinner,
City Clerk

Attachments: a. Deputy City Clerk Class Specification
b. Finance Manager Class Specification
c. IT Services Manager Class Specification
d. Recreation Manager Class Specification

DEPUTY CITY CLERK

*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 direction of the City Manager, plans, organizes, and directs functions and responsibilities of the City Clerk's office as specified by the City Council and as required by law; administers and records all legislative actions of the City Council, including administering policies and procedures and fulfilling legal requirements as set by State law or by the City's Municipal Code; serves in the capacity of Elections Official for city elections; serves as filing officer for the Fair Political Practices Commission for campaign and financial disclosure filings; administers the City's Conflict of Interest Code; maintains the City's Municipal code; and maintains official city records.

IDENTIFYING CHARACTERISTICS

The Deputy City Clerk also serves as the Secretary to the City Manager. This is an advanced level administrative support class, performing a variety of confidential, highly responsible, and complex duties in support of the Office of the City Clerk and the City Manager's Office. The employee in this class is expected to act with a great deal of independent judgment and initiative and functions with autonomy and discretion in planning and completing a wide variety of activities. The employee may supervise, assign, and review the work of clerical level employees. The incumbent coordinates assigned activities with governmental officials, the City Council, representatives of business or community organizations, other departments, work groups, and outside agencies. The employee in this class has a high degree of public contact to exchange information and explain administrative policies and procedures.

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. Manages the City Council's legislative documents including ordinances, resolutions, and contracts; prepares attestations of adopted ordinances and resolutions; publishes, notices, posts and distributes completed documents and maintains legislative history in accordance with legal requirements.

2. Prepares City Council/Commission agenda packets, publication of notices and mailings and related documents; updates the City's website with required public notices and documents.

3. Ensures recording of required documents with the County Recorder

4. Serves as election official; notices elections, issues nomination papers, reviews candidate statements, files documents with the County; serves as filing officer for Fair Political Practices Commission forms, campaign statements for candidates, committees, and public officials; notifies of filing requirements; maintains records and provides assistance; notifies Secretary of State and Registrar of Voters of citizen-generated initiative measures within the City's jurisdiction.

5. Recruits for volunteers to serve on Commissions, Boards and Committees.

6. Arranges and prepares ceremonial documents, proclamations, and certificates; administers oaths or affirmations.

7. Provides administrative support to the Mayor, City Council, City Manager and City Departments and to City Commissions, Boards and Committees; makes conference/meeting registrations, hotel

reservations and travel arrangements; processes payment of claims; reviews account balances; coordinates and/or performs all clerical functions.

8. Serves as liaison between the City Manager's Office and other City staff, the general public, and outside agencies; screens calls, visitors, and mail including telephone calls for City Council members; responds to complaints and sensitive requests for information and assistance; researches information related to City regulations and departmental policies, procedures, systems, and precedents; assists the public and other City staff in interpreting and applying City policies, procedures, codes, and ordinances.

9. Maintains a calendar of activities, recommends improvements in workflow and use of equipment and forms; develops and revises office forms and report formats as required; initiates, organizes, and maintains filing systems.

10. Responds to Public Information Requests from the public and staff; researches and provides necessary information; serves as contact/resource person regarding City policies, procedures, objectives, and operational functions; answers questions and provides information where judgment and knowledge are utilized, including in the proper handling of confidential information or files; ensures that citizens have access to information by researching and providing copies as necessary.

11. In the absence of the City Clerk serves as official record keeper for the City; prepares and indexes meeting notification, agendas, and minutes; performs roll call, voting, receives and tracks public comments, manages timer, records meetings, and prepares draft minutes for publication at the end of meetings.

12. Types and proofreads a wide variety of reports, letters, memoranda, correspondence, and statistical charts as well as resolutions, proclamations, and ordinances; types from rough draft or verbal instruction; independently composes documents related to assigned area of responsibility.

13. May plan, prioritize, assign, supervise and review the work of clerical staff assigned to the Deputy City Clerk's Office and/or the Office of the City Manager; including selecting, training, motivating, and evaluating staff; developing work schedules; and assigning duties and tasks.

14. Prepares news releases, advertising materials, and a variety of other public information documents.

15. Attends and participates in professional group meetings; maintains awareness of related new legislation, trends, and developments.

16. Accepts, processes, verifies, and reviews materials, applications, records, and reports for completeness and conformance with established regulations and procedures.

17. Initiates and maintains a variety of files and records; maintains manuals and updates resource materials; maintains and updates the City's Municipal Code through established procedures.

18. Utilizes various computer applications and software packages; enters and maintains data; generates reports from a database or network system; creates documents using word processing or spreadsheet software.

19. Certifies, notarizes, and records documents.

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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:

Laws, regulations, procedures, and requirements of the City Clerk's office including the Brown Act, California Elections Code, California Government Code, and the State's Fair Political Practices Commission filing provisions.
Organizations and functions of municipal government, including the roles of a Council/Manager form of government.
Operations, services, and activities of the City Manager's Office.
Minute taking and preparation.
Records retention laws including electronic document and management systems.
Modern office procedures, methods, and equipment including computers.
Computer applications such as word processing, spreadsheets, and statistical databases.
Office management principles, methods, and procedures.
Principles and procedures of record keeping and filing.
Techniques and requirements for the maintenance of confidential records and public records.
Business letter writing techniques.
Principles and practices of fiscal, statistical, and administrative research and report preparation.
Basic principles used in budget preparation, purchasing, and the basic reconciliation of financial accounts.
Principles and techniques of supervision, training, and performance evaluation.
Practices used in minute taking and preparation.
Methods and techniques of proper phone etiquette.
Customer service techniques, practices, and principles.
English usage, spelling, grammar, and punctuation.
Pertinent federal, state, and local laws, codes, and regulations.
Mathematical principles.

Ability to:

Perform confidential, responsible, and difficult general secretarial and administrative support duties involving the use of independent judgment and personal initiative and resourcefulness.
Manage priorities and meet deadlines with attention to accuracy and detail.
Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
Locate and assemble data; provide information and organize material in conformance with laws and procedures.
Learn, interpret, and apply administrative and departmental policies and procedures and a variety of documents.
Work cooperatively with other departments, City officials, and outside agencies.
Plan, schedule, direct, and coordinate administrative support functions.
Effectively represent the City to outside individuals and agencies to accomplish the goals and objectives of the unit.
Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, press, or other agencies on sensitive issues in area of responsibility.
Independently prepare correspondences and memoranda.
Develop, implement, and maintain standard filing systems.
Maintain complex paper and computerized records.
Type and enter data at a speed necessary for successful job performance.
Research, compile, analyze, interpret, and prepare a variety of fiscal, statistical, and administrative reports.

Operate office equipment including computers and supporting word processing and spreadsheet applications.
Adapt to changing technologies and learn functionality of new equipment and systems.
Plan and organize work to meet changing priorities and deadlines.
Keep abreast of laws, regulations related to job functions.
Work independently in the absence of supervision.
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:

Equivalent to the completion of the twelfth grade supplemented by specialized training in office procedures, business administration, or a related field.

Experience:

Four years of increasingly responsible secretarial and administrative support experience.

License or Certificate:

Possession of an appropriate driver's license.

Possession of, or ability to obtain, a commission as a Notary Public.

Possession of or ability to obtain the designation of Certified Municipal Clerk

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: Work is performed primarily in a standard office environment with extensive public contact and constant interruptions; may be required to work extended hours and to attend meetings outside of standard working hours.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

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

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

FLSA	Exempt
B.U.	SCMPEA
Established	October 2006 – Johnson & Associates
Amended	7/18/2023 – Reso: 2023-__

FINANCE MANAGER

*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 direction of the Finance Director, manages accounting operational activities of the department; supervises and participates in the more complex and difficult work of staff responsible for performing a variety of professional, technical and clerical level accounting duties involved in preparing, maintaining, analyzing, verifying, and reconciling financial transactions, statements, records, and reports; participates in the preparation and analysis of assigned budgets; coordinates audits and provides responsible and complex technical and accounting assistance to outside departments and agencies; and provides highly responsible and complex staff assistance to the Finance Director.

IDENTIFYING CHARACTERISTICS

The employee in this class acts as an upper-level manager, providing advanced professional knowledge, leadership and full supervision over accounting staff in performance of accounts payable and receivable, payroll, utility billing, business licenses, journal entries, bank and cash reconciliation, and other related accounting functions. Positions in this class focus on managing and directing assigned staff, performing the most complex and professional accounting duties within the Department and assisting in the development, implementation and maintenance of policies and procedures relating to areas of assignment. The employee in this class is fully functional in all aspects of governmental accounting and performs a full range of complex professional accounting work.

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. Organizes the staffing and operational activities of the department; directs, coordinates, and reviews the departmental work plan; monitors workflow, methods, and procedures; meets with staff to identify and resolve issues; participates in selection of staff; coordinates staff training; works with staff to correct deficiencies; evaluates staff performance.

2. Reviews and approves staff work including accounts payable, general ledger, payroll, banks and cash reconciliations, journal entries and utility billings; checks and validates calculations.

3. Prepares annual financial statements, accounting ledgers, supporting schedules and other financial and statistical reports including overseeing the Annual Comprehensive Financial Report (ACFR) for the city and reports for other city affiliated agencies/organizations; analyzes and evaluates internal control procedures and makes recommendations; reviews new Government Accounting Standards Board (GASB) pronouncements and develops implementation.

4. Assists the Finance Director in the budget process including budget Amendment to Appropriations (AARs) and Appropriation Transfers; prepares expenditure and revenue calculations and projections in some selected funds, as well as historical comparisons and trend analysis.

5. Performs the Solano Suisun Water Authority (SSWA) financial reporting and budget to the SSWA Board from general accounting to audit and completion of financial statements.

6. Prepares and submits the annual State Controller's Report for the City and the SSWA to the State Department of Finance.

7. Oversees and participates in a variety of accounting duties within the Finance Department including those related to the processing, administration, and reconciliation of assigned City revenue sources, tracking bank transactions, preparing cash flows, preparation and submittal of financial reports related to grants and reconciliation and balancing of bank statement to fund balance and general ledger.

8. Reviews and monitors revenues and expenditures particularly related to grants to ensure proper accounting; responds to accounting information requests from grantors; provides assistance to departments in analyzing the financial element of the grants.

9. Coordinate the annual audit process to include reviewing year end accounting records; making and adjusting journal entries; preparing audit reconciliations and schedules; works closely with the auditor during audit field work, verifying the audit document is complete and accurate.

10. Prepares and submits required reports to Solano County; serves as point of contact for the Solano County Controller's Office.

11. Oversees all debt payments including checking the accuracy of the ledger accounts, direct transfers and wire payments.

12. Participates in complex studies having financial impact; coordinates with other departments to collect data; provides input, reviews, and analyzes the result of the study, and makes recommendations.

13. Provides staff assistance to the Finance Director, as well as other City Departments, SSWA and other outside agencies; may participate on a variety of committees; prepares and presents staff reports and other correspondence as appropriate and necessary.

14. Provides analytical and administrative support to special projects; researches, compiles, and reports data for special projects.

15. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the accounting field.

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:

Operational characteristics, services, and activities of a comprehensive municipal accounting operation.

Principles and practices of public agency financial management including general and governmental accounting, budgeting, auditing, and reporting functions, as well as Generally Accepted Accounting Principles (GAAP) and Generally Accepted Auditing Standards (GAAS).

Principles of supervision, training, and performance evaluation.

Principles and practices of automated financial systems.

Principles of municipal budget preparation and control, financial statement preparation, evaluation analysis.

Principles and procedures of record keeping, business letter writing and report preparation.

Pertinent federal, state, and local laws, codes, and regulations.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

Ability to:

Supervise, organize, and review the work of assigned professional, technical, and clerical accounting staff; select, supervise, train, and evaluate staff; demonstrate leadership to staff and promote career growth and advancement.
Examine, verify, and prepare financial documents, reports, and transactions.
Analyze, reconcile, and draw conclusions from financial data.
Interpret financial data and recognize accounts that need detailed investigation.
Prepare a variety of budgets, financial statements, reports and analyses.
Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
Understand, interpret, and apply general and specific administrative and departmental policies and procedures, as well as applicable federal, state, and local policies, laws, and regulations.
Participate in the preparation and administration of assigned budgets.
Problem-solve complex issues, evaluate alternatives, and reach sound conclusions.
Utilize accounting software; work with online accounting modules and other government agency reporting portals.
Research, analyze, and evaluate new service delivery methods and techniques; plan and manage time to meet report requirements and meet everyday demands.
Manage multiple projects simultaneously and be sensitive to changing priorities and deadlines.
Effectively represent the City to outside individuals and agencies to accomplish the goals and objectives of the unit.
Work cooperatively with other departments, City officials, and outside agencies.
Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, City staff, or other agencies on sensitive issues in area of responsibility.
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:

A Bachelor's degree from an accredited college or university with major course work in accounting, business administration, finance, or related field.

Experience:

Four years of increasingly responsible professional accounting experience that includes governmental accounting and two years of supervisory experience.

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: Work is performed primarily in a standard office environment; incumbents may be required to work extended hours including evenings and weekends.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

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

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

FLSA	Exempt
B.U.	SCMPEA
Established	7/18/2023 – Reso: 2023-

IT SERVICES MANAGER

*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 direction of the Finance Director, develops, maintains, coordinates, and implements the City's information technology needs; consults with city departments to address security and reliability of the city's data and technology infrastructure; administers the city's networks, servers, storage and security systems, maintains wireless connectivity, and manages the backup strategy.

IDENTIFYING CHARACTERISTICS

This is a division manager level classification. The employee in this class is responsible for the development, implementation, and maintenance of policies and procedures relating to areas of assignment. The incumbent acts as a technical and management consultant to city staff on complex problems and projects where analysis of situations or data requires an evaluation of variables using specialized technical concepts creatively and effectively. The employee supervises, assigns, and reviews the work of technical level employees performing Information Technology related work throughout the City. The employee oversees the planning, design, and implementation of technology projects, ensuring that projects are completed on time and within budget and leads the use of technology in the organization to drive innovation, increase efficiency, and to support the objectives of the City.

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. Manages the City's technology infrastructure including networks, servers, storage, and security systems at all City facilities.

2. Implements and enforces policies and procedures for the use of technology across the City, ensuring compliance with regulatory requirements and industry best practices.

3. Plans, prioritizes, assigns, supervises and reviews the work of staff responsible for Information Technology (IT) projects; provides leadership and support for assigned staff; selects, trains, motivates, and evaluates staff and contractors; develops work schedules; assigns duties and tasks.

4. Communicates with other City departments and staff to ensure that technology initiatives align with their needs; identifies opportunities for improving service delivery methods and procedures; implements improvements.

5. Oversees the planning, design, and implementation of technology projects, ensuring that projects are completed on time and within budget.

6. Manages relationships with technology vendors, negotiates contracts, and ensures that vendors meet service level agreements; develops and oversees the procurement process for IT hardware, software, and services; rolls out new hardware and software on a regular schedule; migrates software and data to new systems or as needed.

7. Oversees the day-to-day operation of the City's Police and Fire Information technology systems; installs and maintains all mobile data terminals in police vehicles including modems.

8. Assists departments with updating the City's website.

9. Manages and integrates the Geographic Information Systems.

10. Develops and implements strategies for protecting the City's IT infrastructure from cyber threats and data breaches; manages the backup strategy.

11. Maintain connectivity between all city facilities.

12. Manages cell phones and tablets and troubleshoots desk phones.

13. Oversees the Council Chambers audio/video system.

14. Provides analytical and administrative support to special projects; researches, compiles, analyzes, and reports data for special projects; recommends solutions based on analysis and findings.

15. Coordinates assigned services and activities with those of other divisions and provides technical assistance to outside agencies and organizations, as assigned.

16. Attends and participates in professional group meetings; maintains awareness of new trends and developments in the field; incorporates new developments as appropriate.

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:

Information technology principles and infrastructure including emerging technologies, hardware and software systems, networking, database management, cybersecurity, and cloud computing.
Information Technology (IT) project management methodologies and best practices.
Various topologies and protocols.
Specific hardware and software systems used by the City.
Local, state, and federal laws and regulations related to IT, data privacy, and cybersecurity.
Familiarity with emerging technologies and their potential impact on the City.
Principles of business letter writing and report preparation.
Principles and techniques of supervision, training, and performance evaluation.
Principles and practices of municipal budget preparation and administration.
Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

Analize and problem solve complex issues and implement solutions.
Develop and implement IT strategies that align with the City's overall goals and objectives.
Prioritize and manage multiple projects simultaneously and meet deadlines.
Manage the installation, maintenance, and repair of telecommunication and data communication equipment and software.
Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
Supervise, organize, and review the work of staff.
Understand, interpret, and apply general and specific administrative and departmental policies and

procedures as well as applicable federal, state, and local policies, laws, and regulations.
Participate in the preparation and administration of assigned budgets.
Prepare clear and concise reports.
Analyze complex issues, evaluate alternatives, and reach sound conclusions.
Make adjustments to operating procedures as necessary to improve organizational effectiveness.
Manage multiple projects simultaneously and be sensitive to changing priorities and deadlines.
Plan and organize work to meet changing priorities and deadlines.
Inspire and motivate staff members and work collaboratively with department heads and other staff.
Work independently and as a team member with a focus on collaboration and knowledge sharing.
Simplify technical concepts to non-technical staff .
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:

An Associate's degree or equivalent from an accredited college with major course work in computer science, business administration, or related field. Completion of certification courses related to computer technology and software is highly desirable.

Experience:

Five years of increasingly responsible Information Technology experience, including operation, installation and maintenance of computer and network systems and operations. Experience in a public agency is highly desirable.

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: Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

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

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

FLSA	Exempt
B.U.	SCMPEA
Established	7/18/2023 – Resolution 2023-

RECREATION MANAGER

*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 direction of the Recreation, Parks, and Marina Director, oversees and manages operations and activities of a recreation division within the Recreation, Parks, and Marina Department; supervises staff; develops and coordinates new programs, activities and events; performs a wide variety of analytical and administrative duties in support of the assigned division functions and operations, including special projects, events, research studies, budget analysis and other specialized functions; coordinates activities with other departments, divisions, outside agencies, and the general public; and provides information and assistance to the public regarding recreation programs and services.

IDENTIFYING CHARACTERISTICS

This is a division manager level class that oversees and participates in the operations and activities of either the Marina, Community Events, Senior Programs, and Early Childhood Programs Division or of the Facilities, Sports Complex, and Youth Services Division of the Recreation Department. Employees in this class exercise independent judgment and initiative in prioritizing, scheduling, assigning, and coordinating work. Incumbents possess knowledge of the provision of recreation and related services for a variety of age groups, the ability to organize and oversee the work of staff and/or volunteers, a strong customer-service orientation, and the skill to relate to a variety of individuals, families, and groups from various socio-economic backgrounds. This class is distinguished by its core responsibility for managing all programs, activities and facilities within the division and providing administrative support to the department head. Incumbents in this class may act in the absence of the department head.

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. Administers the work of a Recreation division; plans, schedules, directs, and coordinates various recreation, leisure, and human service programs, facilities, and activities.
2. Recruits, selects, hires, onboards, trains, and evaluates staff; assigns work activities, projects, and programs; reviews and evaluates work products, methods, and procedures to ensure safe work practices, work quality and accuracy and to ensure compliance with applicable rules, policies, and procedures; works with employees to correct deficiencies and utilizes progressive discipline when needed; identifies training needs and develops and implements staff training.
3. Identifies, implements, and enforces necessary safety policies, procedures, and regulations; manages inventory of equipment; inspects areas and equipment for safety hazards and oversees maintenance and repair, safety, and security of facilities; takes action in emergency situations.
4. Responds to and resolves difficult and sensitive community complaints and inquiries.
5. Assists in the development and implementation of goals, policies, and procedures for assigned programs and facilities; coordinates activities with other City departments, schools, and outside agencies; recommends and implements resulting policies and procedures; creates and modifies policy and procedural manuals and guidelines.
6. Continuously assesses and analyzes programs and services to determine the effectiveness of current programs and services and the desirability of establishing new programs; meets with community groups; revises recreation programs and services to meet the needs and desires of the community.
7. Participates in the development and administration of the department budget; prepares, analyzes,

justifies, presents, and monitors budget for assigned division; compiles information; maintains records; analyzes proposed capital, operating, and maintenance expenditures; makes determinations of equipment, material, building, and facility needs; prepares required requisition specifications; prepares reports and analyses related to impact of budgetary decisions; prepares financial forecasts; tracks and monitors budget expenditures.

8. Directs and participates in the development, planning, coordination and operation of major special events and special projects, coordinating with area business leaders, other city departments, and community-based organizations.
9. Oversees the marketing of recreation programs and activities; supervises and participates in the design, preparation, and distribution of recreation publicity including activity guides, press releases, brochures, pamphlets, flyers, and printed schedules.
10. Plans, coordinates, and evaluates activities associated with assigned contracts; participates in research and evaluation of proposed contractual obligations and agreements; assists in contract negotiations and administration; monitors compliance with applicable contractual agreements.
11. Assists in the preparation of grants; manages awarded grants and ensures compliance with grant requirements and reporting.
12. Provides assistance to higher-level management in resolving operational and administration issues; identifies issues and conducts research to find alternative solutions; makes and assists in the implementation of recommendations; participates on and provides staff support to a variety of committees, boards, and commissions.
13. Prepares and presents comprehensive technical, administrative, and financial analytical and statistical reports that present and interpret data, identify alternatives, and present and justify conclusions, forecasts, and recommendations based on data summaries and other findings.
14. Serves as a liaison for the department and/or City with other division, departments, and outside agencies; coordinates with area business leaders, other city departments, and community-based organizations; attends and participates in organizational and community meetings.
15. Attends and participates in professional group meetings; stays abreast of new developments withing the assigned area of responsibility; maintains awareness of federal, state, and local regulations.

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:

Operational characteristics, services and activities of a comprehensive recreational program and public events.
Recreational, cultural and social needs for communities.
Procedures, methods, and techniques of recreation program development, implementation, administration, and promotion.
Techniques used in public relations and customer services practices.
Standard program evaluation methods, and techniques of data collection, research, and report preparation.
Principles and procedures of record keeping and filing.
Principles and practice of program development.
Methods and techniques of statistical and financial analysis, financial record keeping and reporting.
Principles and practices of budget preparation and administration, and bookkeeping.
Principles and practices of public sector contract administration.
Principles and practices used in grant development and administration.
Principles of business letter writing.

Basic principles of supervision and training.
English usage, spelling, grammar, and punctuation.
Pertinent federal, state and local laws, codes and regulations.
Modern office procedures, methods, and equipment including computers and computer applications such as word processing and spreadsheets.

Skill to:

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
Use and operate a variety of recreational equipment.

Ability to:

Supervise, organize, and review the work of assigned staff.
Research and analyze problems and prepare recommendations on a variety of issues.
Understand the organization and operation of community events and outside agencies as necessary to assume assigned responsibilities.
Interpret and apply pertinent federal, state, and local laws, codes, and regulations; research, analyze and evaluate programs, policies, and procedures.
Participate in various organizational studies and analyses.
Collect, evaluate, and interpret complex information and data.
Prepare, research, negotiate, and monitor contracts and agreements.
Prepare clear and concise administrative and financial reports.
Maintain accurate and complete records on programs and operations.
Participate in the preparation and administration of assigned budget.
Interpret technical information for a variety of audiences.
Independently prepare correspondence and memoranda.
Adapt to changing technologies and learn functionality of new equipment and systems.
Organize and prioritize workflow.
Demonstrate an awareness and appreciation of the cultural diversity of the community; respond to requests and inquiries from the general public; elicit community and organization support for programs.
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:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, economics, or a related field.

Experience:

Four years of increasingly responsible administrative, analytical and/or budgetary experience. Experience in administering programs in a governmental jurisdiction is highly desirable.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid driver's license.

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: Indoor and outdoor environment and may include exposure to noise, dust, grease, smoke, fumes, noxious odors, gases, mechanical and electrical hazards, and all types of weather and temperature conditions; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain. Incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in office and field settings; to stand or sit for prolonged periods of time; to frequently stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to occasionally climb unusual heights on ladders; to operate assigned equipment and vehicles; and to verbally communicate to exchange information.

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

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

FLSA	Exempt
B.U.	SCMPEA
Established	7/18/2023 – Resolution 2023-

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AGENDA ITEM NO. 10

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Execute it on Behalf of the City.

FISCAL IMPACT: The total cost of implementing the financial provisions of the successor MOU for the SCMPEA represented employees is approximately $200,000 in fiscal year 2023-24, with a direct general fund impact of approximately $100,000.00. This cost has been included in the adopted budget for fiscal year 2023-24.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: The current Memorandums of Understanding (the "MOUs") with the City's four bargaining units expires on June 30, 2023. The City's negotiation team and representatives of the Suisun City Management and Professional Employees' Association (SCMPEA) met repeatedly from March 16, 2023 through June 22, 2023 to come to a tentative agreement on a successor MOU. The SCMPEA membership ratified the tentative agreement on June 27, 2023. The primary financial terms agreed to are outlined in this staff report, and the successor MOU is presented to City Council for formal adoption and approval.

STAFF REPORT:

The Tentative Agreement provides/eliminates the following financial provisions in the SCMPEA MOU 2023-25:

Wages: Provides the following base wage salary adjustments effective 7/7/2023:

Job Class	Proposed Wage Adjustment (Rounded 3 decimal points)
Accountant	0.000%
Assistant Engineer	-0.355%
Assistant Planner	-0.406%
Associate Engineer	0.005%
Associate Planner	0.000%
Building Inspection Services Manager	-0.837%
City Engineer	8.996%
Deputy City Clerk (C)	13.961%
Deputy Fire Chief	0.000%
Dispatch/ Records Supervisor	8.899%

Job Class	Proposed Wage Adjustment (Rounded 3 decimal points)
Division Fire Chief	0.507%
Finance Manager	16.557%
Fire Marshal	0.507%
Housing Programs Manager	0.000%
IT Services Manager	20.406%
Management Analyst I	-0.406%
Management Analyst II	0.000%
Marketing Manager	8.364%
Police Commander	14.356%
Police Support Services Manager	0.000%
Principal Planner	1.041%
Project Manager	9.000%
Public Works Superintendent	0.825%
Public Works Supervisor	10.921%
Recreation Manager	9.224%
Recreation Supervisor	12.173%
Senior Accountant	0.185%
Senior Associate Engineer	0.335%
Senior Building Inspector	-4.507%
Senior Management Analyst	0.394%
Senior Planner	0.394%

Provides a 2.5% COLA in June of 2025 condition precedent to if the City's actual revenues for fiscal year 2023/24 exceed revenues for fiscal year 2022/23 by at least 3%.

Provides a total of $3,000.00 in lump sum retention bonus to the current incumbent Fire Marshal employee in three equal payments of $1,000.00 in July 2023, July 2024 and January 2025.

Longevity: Provides Longevity Pay to Fire Safety employees consistent with the longevity pay formula available to Police Safety Employees. Provides Miscellaneous employees with longevity pay up to 4% in the first year – as follows: 2% for 10 years of service and 2% for 15 years of service. In year two, an additional 2% provided for five years of continuous service for a total of 6%.

Notary Pay: Provides Notary Pay of $50.00 per month.

Other: Other provisions of the successor MOU have been updated to clarify ambiguous language, bring language current consistent with City practice, or to eliminate provisions which are no longer relevant.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Execute it on

Behalf of the City.

DOCUMENTS ATTACHED:

1. Resolution No. 2023:__: Approving the Memorandum of Understanding (MOU) with the Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Execute it on Behalf of the City.
    a. SCMPEA MOU 2023-25
2. SCMPEA MOU 2023-25 – Tentative Agreement
3. SCMPEA MOU 2023-25 – Redline

PREPARED BY:	Christina Penland, Human Resources Administrator
REVIEWED BY:	Kris Lofthus, Deputy City Manager
APPROVED BY:	Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. Resolution Approving SCMPEA MOU 2023-25.pdf
a. SCMPEA MOU 2023-25.pdf
2. SCMPEA MOU 2023-25 - Tentative Agreement.pdf
3. SCMPEA MOU 2023-25 - Redline.pdf

RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SUISUN CITY MANAGEMENT AND PROFESIONAL EMPLOYEES' ASSOCIATION (SCMPEA) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY.

WHEREAS, on August 17, 2021, the City Council approved the Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Management & Professional Employees' Association (SCMPEA), effective July 1, 2021 through June 30, 2023 (SCMPEA MOU 2021-23) with the adoption of Resolution No. 2021-81; and

WHEREAS, on April 5, 2022, the City Council approved a First Amendment to the SCMPEA MOU 2021-23 with the adoption of resolution No. 2022-53; and

WHEREAS, on November 1, 2022, the City Council approved a Second Amendment to the SCMPEA MOU 2021-23 with the adoption of resolution No. 2022-139; and

WHEREAS, on May 23, 2023, the City Council approved a Third Amendment to the SCMPEA MOU 2021-23 with the adoption of resolution No. 2023-62; and

WHEREAS, on June 27, 2023, the City Council approved a Forth Amendment to the SCMPEA MOU 2021-23 with the adoption of resolution No. 2023-84; and

WHEREAS, the SCMPEA MOU 2021-23 expired on June 30, 2023; and

WHEREAS, the City and SCMPEA's authorized labor representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), government Code Sections 3500-3511, regarding a new Memorandum of Understanding for the period from July 1, 2023 through June 30, 2025 (SCMPEA MOU 2023-25), which the Tentative Agreement was ratified by the SCMPEA membership and then signed by the City and SCMPEA's authorized labor representatives as a joint recommendation to City Council, subject to City Council approval and adoption of the SCMPEA MOU 2023-25;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2023-____: Approving the Memorandum of Understanding (MOU) with the Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Execute it on Behalf of the City.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 18th day of July 2023, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this 18th day of July 2023.

_____
Anita Skinner
City Clerk

Exhibit A: SCMPEA MOU 2023-25

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION

July 1, 2023
Through
June 30, 2025

Tentative Agreement Approved by City Council on July 11, 2023
MOU Approved by City Council on July 11, 2023

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION

INTRODUCTION

This Memorandum of Understanding is made and entered into between the CITY OF SUISUN CITY, (hereinafter "City"), and SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION, (hereinafter "SCMPEA"), a formally Recognized Employee Organization pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*).

The Parties agree that this Memorandum of Understanding (hereinafter "Agreement") shall be submitted to the City Council of the City of Suisun City with the joint recommendation of the designated representatives of the Parties that the City Council approve the Agreement and take any additional action as may be necessary to implement its provisions.

The City agrees to give reasonable written notice to SCMPEA of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation and shall give SCMPEA the opportunity to meet and confer with respect thereto.

The Parties have met and conferred in good faith through their designated representatives concerning those matters set forth in Government Code Section 3504 and have reached agreement thereon as set forth below. The City agrees that there shall be no other negotiations for represented workers beyond this Agreement.

The Parties agree as follows:

ARTICLE 1 RECOGNITION

1. Job Classes Represented.

The City recognizes SCMPEA as the exclusive representative for the Professional/Technical Employees bargaining unit consisting of the following Regular, Professional/Technical, Management Classes which should properly be assigned to this bargaining unit by the City, such exclusive representation being subject to and qualified by Employee rights under applicable local, state, and federal law to be represented by the Recognized Employee Organization of their choice:

Represented Job Classes
Accountant
Assistant Engineer
Assistant Planner

Associate Engineer
Associate Planner
Building Inspection Services Manager
City Engineer
Deputy City Clerk (C)
Deputy Fire Chief
Dispatch/Records Supervisor
Division Fire Chief
Finance Manager
Fire Marshal
Housing Programs Manager
IT Services Manager
Management Analyst I
Management Analyst II
Marketing Manager
Police Commander
Police Support Services Manager
Principal Planner
Project Manager
Public Works Superintendent
Public Works Supervisor
Recreation Manager
Recreation Supervisor
Senior Accountant
Senior Associate Engineer
Senior Building Inspector
Senior Management Analyst
Senior Planner

2. Secretary to City Manager/Deputy City Clerk.

The Classification of Secretary to City Manager/Deputy City Clerk is Confidential, and as such is excluded from participating in collective bargaining or from revealing confidential information regarding collective bargaining; however, is otherwise represented by SCMPEA.

3. Future Additional Job Class Determination.

In addition, future additional job classes (excluding Unrepresented "at-will" Positions) determined under applicable City Resolutions to be of a Regular, Management, Professional/Technical nature shall be represented by SCMPEA.

4. Temporary/Limited-Service Positions.

It is agreed that Temporary Employees, Part-Time Employees, Emergency Employees, Volunteer Employees, and contractors are not governed by this Agreement and are not represented by

SCMPEA. Employees who work less than full time are not represented by SCMPEA. If an Employee who had occupied a Temporary, Provisional, or grant-funded Position is subsequently hired into the same job class as a Regular Employee, he/she shall be placed in the step level nearest to but not lower than his/her last Pay Rate as a Temporary, Provisional, or grant-funded Employee.

5. Job Requirements.

The parties agree that positions requiring a license or certification must maintain a valid cense or certification as required for their position, as a condition of employment. The parties agree to address SB2 and decertification of POST, likely to be incorporated as a policy in the Police Manual.

ARTICLE 2 CITY RIGHTS

1. Except as limited by the specific and express terms of this Agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California, the Suisun City Code, and/or the laws and Constitution of the United States of America.

2. Regardless of any provision contained in this Agreement or which may be inferred from this Agreement, the City shall retain and shall have the right to exercise the following exclusive rights which include, but are not limited to, the following:

A. The right to hire and fire.

B. The right to determine the mission of its constituent departments, divisions, commissions, and boards.

C. The right to set standards of service and municipal fees and charges.

D. The right to determine the procedures and standards of selection for employment, assignment, transfer, and promotion of applicants and Employees, provided in the case of Employees that the exercise of such right shall not infringe on any rights that Employees have under this Agreement.

E. The right to direct its Employees.

F. The right to discharge or suspend Employees for just cause and take other disciplinary actions against its Employees as set forth herein.

G. The right to relieve its Employees from duty because of lack of work or other legitimate reasons.

H. The right to maintain the efficiency of governmental operations.

I. The right to determine the methods, means, and staffing to conduct governmental operations.

J. The right to determine and re-determine job content and job classifications.

K. The right to contract out any work which is now being performed by Employees of the City or which shall be performed in the future by Employees of the City, provided this only occurs in those situations where the tasks cannot be accomplished by current SCMPEA members as efficiently, economically, and expediently as can be achieved by such contracting out, provided that the City shall make every reasonable effort to place Employees displaced by such contracting out in other City service requiring similar skills as the work performed by the Employee when displaced by the contracting out and which requires minimal training to afford the Employee opportunity to adequately perform the new position.

L. The right to take all necessary actions to carry out the mission of the City, its constituent departments, divisions, or commissions and boards in cases of emergencies.

M. The right to exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 3 EMPLOYEE RIGHTS

Subject to the provisions of Resolution No. 74-33, Employees of the City shall have the right to form, join, and participate in the activities of a Recognized Employee Organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of Recognized Employee Organizations.

ARTICLE 4 PERSONNEL RULES AND REGULATIONS

Administrative Directive – AD 7, the City's Personnel Rules and Regulations (hereinafter "Personnel Rules"), was approved by City Council Resolution No. 2011-52 on June 7, 2011. Except as may be provided in this Agreement, the applicable sections of the Personnel Rules, as may be amended from time to time, shall apply to the Employees represented by SCMPEA. Prior to amending Resolution No. 2011-52 regarding wages, hours, or other terms and conditions of employment, the Parties shall first meet and confer on the modifications as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq*.). Unless otherwise provided in this Agreement, the definitions of terms used in this Agreement shall be the definitions provided in Chapter 2 of the Personnel Rules.

ARTICLE 5 NO DISCRIMINATION

It is agreed that neither SCMPEA, nor the City shall discriminate against any Employee because of race, national origin, gender, SCMPEA membership, protected concerted SCMPEA activity, or refusal to join SCMPEA.

For an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.

For a labor organization, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to exclude, expel, or restrict from its membership the person, or to provide only second-class or segregated membership or to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of the person in the level of representation provided to that individual, the ability to run for an office in the association or to discriminate in any way against any of its members.

ARTICLE 6 ASSOCIATION ACCESS

1. <u>SCMPEA Business.</u>

All SCMPEA business will be conducted by Employees and SCMPEA representatives outside of established working hours. Nothing herein shall be construed to prevent a SCMPEA representative or an Employee from contacting the City Manager or other management representatives regarding personnel-related matters during working hours.

2. <u>Work Locations.</u>

The authorized SCMPEA Representative, if any, shall be given access to work locations during working hours, provided that prior to visiting any work location the SCMPEA representative notifies the City.

3. <u>Shop Stewards.</u>

In addition to the president, two stewards shall be appointed by the SCMPEA as alternate representatives to assist in resolving workplace issues and other representational duties including but not limited to Grievances.

4. Release Time.

The City may grant a total of 16 hours of paid time for the president and two stewards to attend training scheduled during the Employee's normal working hours. Those hours may be split among the three SCMPEA officials at SCMPEA's discretion. The SCMPEA will be responsible for overseeing the time used and calculating the time remaining. The SCMPEA must notify the Department Head and Human Resources with each approved time off request. The SCMPEA president shall submit written requests for release time to the Employee's immediate supervisor. The supervisor's decision to approve will be based on the operational needs of the City. The Employee and SCMPEA president will certify the Employee's attendance. Unused training hours may accrue to a maximum of 32 hours.

5. Labor/Management Committee.

The City and the SCMPEA agree to set up a Labor/Management Committee to encourage open communication, to promote harmonious relations, and to resolve matters of mutual concern. The committee will meet quarterly or as mutually agreed to by the Parties. The Committee will be composed of one representative from the City, one representative from the SCMPEA, and the SCMPEA Representative, if any. The meetings are informal and are not intended to be for discussion of issues handled under other provisions herein such as grievances, disciplinary actions, or negotiations.

6. Employee Orientation & Contact Information.

All Employees will receive a New Employee Orientation within their first five (5) regular Workdays of employment with the City. The New Employee Orientation will be presented by Human Resources Division staff members at a time and place determined by the City. The purpose of the orientation is to review and complete required payroll, insurance, benefits, and similar required documentation; to train the Employee regarding City and/or Departmental policies, procedures, and specific requirements of the position; and to provide other necessary information. At no time during the orientation shall a City or SCMPEA representative provide derogatory information or advocacy about the other.

A. The City will provide SCMPEA notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.

B. One (1) SCMPEA representative, officer, steward, or member will be provided an opportunity for a 15-minute private session with the new Employee during the New Employee Orientation. SCMPEA may provide written information to be included with the orientation materials, in lieu of such a private session. Two (2) business days prior to the New Employee Orientation, SCMPEA will provide to Human Resources the name and the contact information of its participating representative. The City and SCMPEA will mutually agree to a suitable time during the New Employee Orientation for SCMPEA's private meeting with the new Employee. Such private meeting will occur at the same location as the New Employee Orientation.

C. Within 30 days of hire, and annually thereafter, the City will provide SCMPEA with Employee contact information, including name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the City, and home address, in electronic format as required by State law for all represented Employees.

D. The City also agrees to provide SCMPEA with a list of the foregoing information for all bargaining unit employees at least once every 120 days at SCMPEA's written request.

E. Notwithstanding the foregoing, in accordance with Government Code Section 6254.3(a)(3), the City will not provide SCMPEA with the home address or any phone number on file with the City of any employee performing law enforcement-related functions. For purposes of this Agreement, "law enforcement-related functions" includes any City police department employee and any City code enforcement officer. In accordance with Government Code Section 6254.3(c), the City will not provide SCMPEA with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information (except, with respect to personal email addresses, as may be necessary to comply with the California Public Records Act).

7. Dues Deduction.

SCMPEA may request that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by SCMPEA, from the wages and salaries of SCMPEA members. SCMPEA hereby certifies that SCMPEA has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Accordingly, SCMPEA membership dues shall be deducted over 24 pay periods in accordance with the City procedures and provisions of applicable law from the salary of each employee whose name is provided by SCMPEA. Such deduction shall be made only when the SCMPEA member's earnings for the subject pay period are sufficient after other legally required deductions are made.

A. Remittance of the aggregate amount of all such monies shall be made by the City to SCMPEA at the conclusion of each payroll period in which said dues were deducted. Any changes in SCMPEA dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.

B. SCMPEA shall have a duty to defend and shall indemnify and hold harmless the City against any liability arising from a claim, demand, or other action relating to any SCMPEA requested deduction, or any provision or obligation set forth in this Article. The City reserves the right to select its own counsel for its defense hereunder at the SCMPEA's expense.

ARTICLE 7 COMPENSATION

1. Salaries.

A. Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the base wage rates set forth in the Citywide Salary Schedule shall be adjusted as follows:

Job Class	Monthly Salary Prior to Base Wage Adjustment Eff. 5/26/23	Base Wage Increase Eff. 5/26/23	Approx. % of Base Wage Increase Eff. 5/26/23	Approx. Monthly Salary Eff. 5/26/23	Proposed Wage Adjustment (Rounded 3 decimal points)	Approx. New Monthly Top Step	Total % Change
Accountant	$7,170	$2/hour	4.8%	$7,517	0.000%	$7,517	4.8%
Assistant Engineer	$8,272	$2/hour	4.2%	$8,619	-0.355%	$8,588	3.8%
Assistant Planner	$7,170	$2/hour	4.8%	$7,517	-0.406%	$7,486	4.4%
Associate Engineer	$9,100	$2/hour	3.8%	$9,447	0.005%	$9,447	3.8%
Associate Planner	$7,888	$2/hour	4.4%	$8,235	0.000%	$8,235	4.4%
Building Inspection Services Manager	$9,100	$2/hour	3.8%	$9,447	-0.837%	$9,367	2.9%
City Engineer	$11,381	$2/hour	3.0%	$11,728	8.996%	$12,783	12.3%
Deputy City Clerk (C)	$6,289	$2/hour	5.5%	$6,635	13.961%	$7,562	20.2%
Deputy Fire Chief	$11,954	$6/hour	8.7%	$12,994	0.000%	$12,994	$8.7%
Dispatch/ Records Supervisor	$6,727	$4/hour	10.3%	$7,421	8.899%	$8,081	20.1%
Division Fire Chief	$10,403	$6/hour	10.0%	$11,443	0.507%	$11,501	10.6%
Finance Manager	$9,100	$2/hour	3.8%	$9,447	16.557%	$11,011	21.0%
Fire Marshal	$10,403	$6/hour	10.0%	$11,443	0.507%	$11,501	10.6%
Housing Programs Manager	$9,403	$2/hour	3.7%	$9,750	0.000%	$9,750	3.7%
IT Services Manager	$9,100	$2/hour	3.8%	$9,447	20.406%	$11,374	25%
Management Analyst I	$7,170	$2/hour	4.8%	$7,517	-0.406%	$7,486	4.4%
Management Analyst II	$7,888	$2/hour	4.4%	$8,235	0.000%	$8,235	4.4%
Marketing Manager	$7,200	$2/hour	4.8%	$7,547	8.364%	$8,178	13.6%
Police Commander	$11,954	$6/hour	8.7%	$12,994	14.356%	$14,859	24.3%

Job Class	Monthly Salary Prior to Base Wage Adjustment Eff. 5/26/23	Base Wage Increase Eff. 5/26/23	Approx. % of Base Wage Increase Eff. 5/26/23	Approx. Monthly Salary Eff. 5/26/23	Proposed Wage Adjustment (Rounded 3 decimal points)	Approx. New Monthly Top Step	Total % Change
Police Support Services Manager	$9,100	$4/hour	7.6%	$9,793	0.000%	$9,793	7.6%
Principal Planner	$10,412	$2/hour	3.3%	$10,758	1.041%	$10,870	4.4%
Project Manager	$8,282	$2/hour	4.2%	$8,628	9.000%	$9,405	13.6%
Public Works Superintendent	$10,326	$2/hour	3.4%	$10,673	0.825%	$10,761	4.2%
Public Works Supervisor	$6,695	$2/hour	5.2%	$7,042	10.921%	$7,811	16.7%
Recreation Manager	$7,888	$2/hour	4.4%	$8,235	9.224%	$8,995	14.0%
Recreation Supervisor	$5,825	$2/hour	6.0%	$6,172	12.173%	$6,923	18.8%
Senior Accountant	$8,282	$2/hour	4.2%	$8,628	0.185%	$8,644	4.4%
Senior Associate Engineer	$10,010	$2/hour	3.5%	$10,357	0.335%	$10,391	3.8%
Senior Building Inspector	$8,282	$2/hour	4.2%	$8,628	-4.507%	$8,240	-0.5%
Senior Management Analyst	$8,676	$2/hour	4.0%	$9,023	0.394%	$9,059	4.4%
Senior Planner	$8,676	$2/hour	4.0%	$9,023	0.394%	$9,059	4.4%

B. The base wage increases provided effective 5/26/2023 to the employee's position within the range decreased the differential between steps to less than 5% as was identified by the alpha numerical salary ranges established for the following classifications: Deputy Fire Chief, Division Fire Chief, Police Support Services Manager, Principal Planner, and Public Works Superintendent. The alpha salary range will be eliminated once the proposed base wage adjustments for the successor MOU are implemented. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range assigned to their classification and will advance one pay step to avoid a negative salary adjustment as a result of implementing this provision. This shall not affect the incumbent's anniversary dates or eligibility for future merit increases. Nothing herein requires the City to maintain the 5% differential between steps.

C. The aforementioned base wage adjustments will be effective the first pay period following 7/1/2023, should the parties reach a tentative agreement that is ratified by the SCMPEA membership no later than 6/30/2023 and subsequently signed by its representatives no later than 7/6/2023.

D. Effective the last full pay period of June 2025, represented employees shall receive a two-point five (2.5%) percent Cost of Living Adjustment (COLA), condition precedent on if the City's actual revenues for Fiscal Year 2023/24 exceed actual revenues for Fiscal Year 2022/2023 by at least three (3%) percent.

E. Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the current incumbent Fire Marshall shall receive a lump sum retention bonus of one thousand dollars ($1,000.00). The aforementioned lump sum retention bonus will be provided the first pay period following 7/1/2023 should the parties reach a tentative agreement that is ratified by the SCMPEA membership no later than 6/30/2023 and subsequently signed by its representatives no later than 7/6/2023.

F. Effective the first full pay period of July 2024, the current incumbent Fire Marshall, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars ($1,000.00).

G. Effective the first full pay period of January 2025, the current incumbent Fire Marshall, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars ($1,000.00).

2. Salary Schedule.

The Salary Schedule for SCMPEA Employees will be converted to a 5-step pay scale as of the effective date of the SCMPEA MOU 2021-23.

3. Acting Pay.

Employees covered by this Agreement shall receive Acting Pay under the following conditions:

A. Employees must qualify to receive Acting Pay when assigned in writing to act in a higher job class and to perform substantially the full range of duties and responsibilities of the higher job class for a minimum period of two weeks.

B. Employees who are assigned to act in a higher job class will receive Acting Pay in an amount of at least five (5%) percent and no more than ten (10%) percent of their current salary whenever they are assigned to act in the higher job class for a minimum of two consecutive weeks, retroactive to the first day of the assignment, while performing substantially the full range of duties and responsibilities of the higher job class.

C. In order to receive Acting Pay, there must exist a budgeted position, the assignment must be made in writing, employees must meet the minimum qualifications of the higher job class, and employees may not refuse to perform any duty or responsibility of the higher job class. Exceptions to meeting the minimum qualifications of the higher job class may be made on a case-by-case basis, depending on operational need, with concurrence between the department head and Human Resources, subject to City Manager approval.

D. Acting Pay shall not be applied to a request to cash-out any form of paid leave, or payment for accrued and unused paid leave hours at time of separation.

4. Special Circumstances – Police Support Services Manager.

The Police Support Services Manager position is exempt from the payment of Overtime for all hours worked in addition to that Employee's assigned work hours with the exception of the following Special Circumstance:

A. The Police Support Services Manager will not be compensated for hours worked in addition to scheduled work hours when performing the supervisory duties of the position.

B. If, as a result of a Critical Staffing Shortage, the Police Support Services Manager is assigned by their supervisor to work a full shift as a Public Safety Dispatcher during scheduled days off, those hours will be compensated at the rate of time and one-half of the salary rate of a Public Safety Dispatcher II E-Step.

C. Critical Staffing Shortage will be deemed to have occurred when the number of available Public Safety Dispatchers is inadequate to cover the required number of shifts. The number of available Public Safety Dispatchers must be at a level to allow a minimum of one-off day every four days.

D. During Critical Staffing Shortages, the Suisun City Police Department incorporates 12-hour work shifts within the Communication/Records Center. This scheduling requires a minimum of two (2) Public Safety Dispatchers to cover each 24-hour day.

E. During the Critical Staffing Shortages, the Suisun City Police Department Communications Center will be staffed with one (1) Public Safety Dispatcher.

E. A Non-Critical Staffing Period is one in which adequate staffing is available to fill an unexpected vacancy or a shift shortage. The Police Support Services Manager is authorized to require an available Public Safety Dispatcher to fill a shift vacancy. Should the Police Support Services Manager choose to work a vacant shift to avoid requiring an available Public Safety Dispatcher to work, the time worked will not be compensable.

G. During scheduled workdays, the Police Support Services Manager will not receive Overtime compensation when required to extend the workday up to two (2) hours to fill an unexpected shift vacancy as a Public Safety Dispatcher.

5. Special Circumstances – Police Commander.

Police Commanders will receive extra compensation at the rate of time and a half for actual hours worked outside of normal scheduled work hours when required to respond after hours, in person, to critical emergencies, as authorized by the Police Chief. The Police Commanders will not be compensated for hours worked in addition to scheduled work hours when performing their general duties which may extend their workday.

6. Fire Duty Chief Standby Pay.

Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each 24-hour shift, Division Fire Chiefs and Deputy Fire Chiefs may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. Division Fire Chiefs and Deputy Fire Chiefs assigned to serve as Duty Chief shall receive non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: $200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), $200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and $200 per weekend evening shift j(8:30 p.m. to 8:29 a.m.). It is expected that such assignment would be made on a monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. The Fire Chief may share in this assignment rotation. For example, if three Employees were to share Fire Duty Chief responsibilities, each would be assigned 10 days spread over a 30-day month, adjusted appropriately for months of greater of lesser days. Employees must be scheduled for Fire Duty Chief Standby in Such a manner as to ensure at least two-consecutive days off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. 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, but shall not assign him/herself any greater participation than assigned to any single Division Fire Chief or Deputy Fire Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

7. Longevity Pay.

A. Police and Fire Safety Longevity Pay.

Upon the completion of five (5) years of continuous full-time service, represented employees shall be entitled to a three (3%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City service shall be entitled to an additional three (3%) percent increase in compensation (for a total of six (6%) percent).

B. Miscellaneous Employee Longevity Pay.

Effective the first pay period following 7/1/2023, upon the completion of ten (10) years of continuous full-time City service, represented employees shall be entitled to a two (2%) percent increase in compensation. Employees who complete fifteen (15) years of continuous full-time City service shall be entitled to an additional two (2%) percent increase in compensation (for a total of four (4%) percent).

Effective the first pay period in July 2024, upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a two (2%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City service, shall be entitled to a two (2%) percent increase in compensation; employees who complete fifteen (15) years of continuous full-time service shall be entitled to an additional two (2%) percent increase in compensation (for a total of six (6%) percent).

8. Notary Pay.

Any employee that possesses an official Notary Commission and is required to perform these duties in addition to their normal job duties shall be afforded a monthly $50 allowance, approved by the employee's Department Head. The City will provide the cost of training, certification, recertification, bond, insurance and recording with the County Recorder of the Notary Commission for any employees required to obtain and maintain an official Notary Commission.

ARTICLE 8 HOURS OF WORK

1. Attendance.

Employees shall be in attendance at their workstation in accordance with departmental schedules unless on approved leave.

2. Work Schedules.

At the discretion of the City, Regular, Full-Time Employees shall be assigned to one of the following work schedules:

A. A 40.0-hour workweek consisting of five consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at noon on Friday through noon on the following Friday. All other work schedules shall be considered Alternative Work Schedules.

B. An Alternative Work Schedule, such as four consecutive 10.0 hour days in a seven-day period beginning at noon on Friday through noon on the following Friday (hereinafter "4/10"), or nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter "9/80"), or any other configuration approved by the Department Head and City Manager. Assignment to an Alternative Work Schedule is subject to Department Head recommendation and City Manager approval and shall not be considered permanent. At such time as the Department Head and City Manager determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.

C. Non-Exempt Employees shall not be scheduled to work more than seven consecutive days without two scheduled days off, except in emergency situations.

D. Employees assigned to an Alternative Work Schedule may have the start of the workweek changed in accordance with the requirements set forth in the Fair Labor Standards Act.

E. Employees may temporarily flex their schedules with the prior approval of their Department Head, so long as the new schedule meets the City's needs and the Employee works a full schedule or makes up the shortfall with paid leave.

3. Executive Leave.

Rules regarding Executive Leave are set forth in Section 8.5 of the Personnel Rules, Administrative Directive. In lieu of Overtime/CTO, 80 hours shall be deposited into the Executive Leave account of each eligible employee in the bargaining unit in the first full pay period of each fiscal year. Additionally, an eligible employee will receive one hour of Executive Leave for each hour of work assigned and approved by their Department Head, that is worked outside of the regular work day, not to exceed 40 additional hours per fiscal year (i.e. 120 Executive Leave accrued for hours for the fiscal year). Examples of such assigned tasks outside of the regular workday are City Council meetings, City events, or emergency response.

The cash-out options below shall supersede the provisions of Section 8.5 of the Personnel Rules, Administrative Directive:

A. 1-10 years of service with Suisun City – 40 hours;

B. After completing 10 years and higher – 50 hours;

C. Any Executive Leave accumulated over 80 hours due to working hours outside of the Employee's normal workday as described above, may be cashed out once each fiscal year according to the cash-out rules.

4. Executive Leave Cash-Out.

Employees can cash-out Executive Leave in the amounts depicted in Section 3 above in January. The Finance Department will send out a request form, in November of the preceding calendar year, that includes written verification of each employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Executive Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form. With the exception of the January cash-out, Employees may not cash-out Executive Leave except upon leaving City Service. No Executive Leave cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

5. Conflict with FLSA.

The City and SCMPEA acknowledge that where this Article may conflict with the Fair Labor Standards Act, the Act shall take precedence.

6. Enforcing Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be enforced as follows: for Miscellaneous and Fire Safety employees, Vacation and Holiday leave accruals shall be enforced effective October 1, 2023, and Executive leave accruals shall be enforced effective January 8, 2024. For Police Safety employees, all leave accruals shall be enforced effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down fifty (50%) percent of any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The remaining fifty (50%) percent excess

accrued leave as of the last full payroll period in June 2023 will be tracked in a separate excess leave accrual bank. The City will buy down the remaining excess leave accruals in January 2024 at the employees' June 2023 pay rate. The parties agree that Miscellaneous and Fire Safety employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their Vacation and Holiday leave accruals below the contractual leave caps, and until January 8, 2024, to maintain and/or reduce their Executive leave accruals below the contractual leave caps, at which time employees will no longer be allowed to exceed the leave caps. The parties agree that Police Safety employees will have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps. Those who are still over the cap on or after October 1, 2023, January 8, 2024, or July 1, 2024, respectively, shall cease accruals until their accrual balance falls below the leave cap and shall not be allowed to accrue leave over the cap from thereon. The parties understand that after buying down the excess accrued leave to the accrual leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the aforementioned ninety (90) day, six (6) month, and one (1) year grace periods to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the accrual cap is once again enforced.

ARTICLE 9 VACATION LEAVE

Use of Vacation Leave requires prior written approval by the Department Head or designee. Employees are encouraged to take vacations lasting at least one week. Vacation Leave may not be granted in excess of the Vacation Leave balance that has been accrued at the time that the Vacation Leave is granted.

1. Vacation Accrual.

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

A. For the First Five Years of Service. Employees shall earn and be credited with Vacation Leave at the rate of 80.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.

B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.

C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.

D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate of 184.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.

2. Maximum Accumulation.

Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 years of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation Cash-Out.

Employees may Cash-out a maximum of forty (40) hours in January of each year as long as there remains a minimum of eight (8) hours in employee's vacation leave after cash-out. The Finance Department will send out a request form, in November of the preceding calendar year, that includes written verification of each employee's current Vacation Leave Balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Vacation Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form. With the exception of the January cash-out, Employees may not cash-out Vacation Leave except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

4. Enforcing Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be enforced as follows: for Miscellaneous and Fire Safety employees, Vacation and Holiday leave accruals shall be enforced effective October 1, 2023, and Executive leave accruals shall be enforced effective January 8, 2024. For Police Safety employees, all leave accruals shall be enforced effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down fifty (50%) percent of any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The remaining fifty (50%) percent excess accrued leave as of the last full payroll period in June 2023 will be tracked in a separate excess leave accrual bank. The City will buy down the remaining excess leave accruals in January 2024 at the employees' June 2023 pay rate. The parties agree that Miscellaneous and Fire Safety employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their Vacation and Holiday leave accruals below the contractual leave caps, and until January 8, 2024, to maintain and/or reduce their Executive leave accruals below the contractual leave caps, at which time employees will no longer be allowed to exceed the leave caps. The parties agree that Police Safety employees will have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps. Those who are still over the cap on or after October 1, 2023, January 8, 2024, or July 1, 2024, respectively, shall cease accruals

until their accrual balance falls below the leave cap and shall not be allowed to accrue leave over the cap from thereon. The parties understand that after buying down the excess accrued leave to the accrual leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the aforementioned ninety (90) day, six (6) month, and one (1) year grace periods to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the accrual cap is once again enforced.

5. Holiday During Vacation.

An Employee is not charged Vacation Leave for a Holiday occurring during his/her Vacation Leave.

6. Illness During Vacation.

If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.

7. Separation from Service.

Upon separation from service, an Employee is entitled to receive the cash value of all accrued Vacation Leave.

8. Upon Death.

When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

ARTICLE 10 UNIFORMS AND UNIFORM ALLOWANCES

1. Uniform Allowances.

Annually the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

Job Class	Total
Division Fire Chief	$1300
Dispatch/Records Supervisor	$900
Deputy Fire Chief	$1300
Fire Marshal	$1300
Police Commander	$1300
Police Support Services Manager	$900

Uniform allowance will be paid on the regular paychecks of a pro-rata basis, equally divided across each of the 26 paychecks.

2. Other Uniforms.

During the term of this Agreement, the City shall continue to supply Public Works Supervisors with the required uniform components as determined by the Public Works Director/City Engineer in a written departmental policy.

ARTICLE 11 RETIREMENT BENEFITS

The Public Employees' Pension Reform Act of 2013 (PEPRA) provides that all Employees who are currently participating in a CalPERS retirement plan, or those who have had a break in service that does not exceed six months, shall be considered "Classic" Employees. All new Employees who do not meet this criteria shall be considered PEPRA New Employees.

1. Classic Miscellaneous Employee Benefits.

Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, with One-Year Final Compensation, ,including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. All Miscellaneous employees covered by this MOU will receive an increase to their base hourly rate of 7.5 percent in exchange for Classic Miscellaneous employees paying the full employee contribution along with PEPRA employees as soon as practicable after CalPERs approval of the EPMC change.

2. Classic Safety Fire Employee Benefits.

Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3, for Safety Fire Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. The salaries for Employees covered under the Safety Fire PERS Plan have been increased by 5.0 percent in lieu of the City's provision of 2.0 percent at 50 Safety Fire Retirement Plan. All Fire Safety employees covered by this MOU will receive an increase to their base hourly rate of 7.5 percent in exchange for the Classic Safety Fire Employees paying the full employee contribution along with PEPRA employees as soon as practicable after CalPERS approval of the EPMC change.

3. Classic Safety Police Employee Benefits.

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

A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").

B. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

D. All Safety Police employees covered by this MOU will receive an increase to their base hourly rate of 5.5 percent in exchange for the Classic Safety Police Employees paying the full employee contribution along with PEPRA employees as soon as practcible after CalPERS approval of the EPMC change.

4. PEPRA New Miscellaneous Employee Benefits.

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

5. PEPRA New Safety Fire Employee Benefits.

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

6. PEPRA New Safety Police Employee Benefits.

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

7. Sick Leave Conversion.

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

ARTICLE 12 MEDICAL & DENTAL INSURANCE

1. Core Flex Plan.

The City will contribute a Core Flex Plan amount equivalent to the Kaiser Permanente Region 1 Premium for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost. Should the health plan premium cost, selected by the employee, be less than the Kaiser Permanente Region 1 premium, the City shall pay no more that the full cost of the Kaiser Permanente rate, with the difference between the cost of the selected health plan premium and the maximum provided by the city eligible to be applied toward the cost of vision and dental premiums.

2. Flexible Benefit Options.

The City agrees to provide $500.00 per month (employee only) and $700.00 per month (employee plus one or more dependents) as a Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during each Open Enrollment Period established by the City.

3. Restrictions.

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

4. Medical Insurance Benefits after Death While on Duty.

Should a Sworn Police member of SCMPEA lose his/her life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member's immediate dependent family. Said payments will continue for a period of up to three years, providing the City's insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City's medical plan at its own cost after the three years has elapsed, providing that the plan allows for continued participation.

5. Medical Conversion Plan.

Sworn Police members of SCMPEA with 12 years or more of service with the City, who separate from City service on good terms, may remain on the City's medical plan, providing that the plan allows for continued participation. The member shall assume full responsibility for payment of the insurance premium.

6. Sick Leave Conversion to Fund Medical Premiums.

Upon normal retirement from the City by a Sworn Police member of SCMPEA, 25.0 percent of an Employee's Sick Leave balance may be converted to a cash equivalent and used to fund medical premiums. This conversion will be deducted from the amount reported for PERS credit in Subsection 3.A. of Article VIII.

ARTICLE 13 LIFE INSURANCE AND DEFERRED COMPENSATION

1. Life Insurance.

The City agrees to provide a $200,000 term and accidental death and dismemberment insurance policy for each represented Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.

2. Deferred Compensation Plan.

The City agrees to provide the a 457 Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to four (4%) percent of the employee's base salary or one hundred and eighteen dollars ($118.00) per pay period, whichever is greater. The City's match will be contributed to participating Employees on a pay-period basis.

ARTICLE 14 SUPPLEMENTAL INSURANCE

The City has contracted with Colonial for voluntary supplemental insurance benefits which will be administered by City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best interest of the City.

ARTICLE 15 MILEAGE REIMBURSEMENT

Employees are encouraged to use City vehicles when conducting City business. When the use of private vehicles is required and approved by the Employee's Department Head, the City shall provide mileage reimbursement at the mileage rate set each November by the Internal Revenue Service (Publication 917). The new rate shall be effective the following January.

ARTICLE 16 WORKERS' COMPENSATION COVERAGE

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

ARTICLE 17 STATE DISABILITY INSURANCE COVERAGE

1. State Disability Insurance.

The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for employees represented by SCMPEA.

2. Payment of SDI Premiums.

SDI premiums shall be paid in full by the City on behalf of all participating Employees.

ARTICLE 18 PAYROLL STATUS

1. Payroll Status.

Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:

A. Working Full-Time.

B. Working Part-Time, at least a thirty (30) hour or greater workweek.

C. Working on a restricted or limited duty basis.

D. Off work due to an injury or illness covered under Workers' Compensation.

E. Off work due to an injury or illness covered under State Disability Insurance.

F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).

G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).

H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).

2. Continuation of City-Paid Insurance Premiums.

The City shall continue to contribute the City's share of the health and life insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave in conjunction with Workers' Comp/SDI benefits to create the equivalent of at least a thirty (30) hour or greater workweek.

3. Non-Payroll Status.

A. Any Employee off work on SDI who has exhausted his/her benefits under FMLA, CFRA, or PDL, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek, shall be considered to be in a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave (Vacation, Sick, Holiday and Executive), and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf. The City will continue to contribute life insurance premiums for employees in a non-payroll status.

B. An Employee off work on Workers' Compensation, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek, shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation, Sick, Holiday, and Executive); however, the City will continue to contribute the City's share of health insurance premiums on the Employee's behalf for a period of no more than 12 months from the date of injury. The City will continue to contribute life insurance premiums for employees in a non-payroll status.

C. Employees contributing to the 457 Deferred Compensation plan, and who are off work on Workers' Compensation/SDI, will have all contributions to the deferred

compensation plan stopped during the time on leave unless they are integrating sufficient accrued paid leave to cover the full amount of the requested deferred compensation plan contribution. Workers' Compensation/SDI benefits are non-taxable benefits, therefore shall not be used toward 457 plan contributions.

ARTICLE 19 WORKERS' COMP/SDI MEDICAL LEAVE

1. Employee Options Regarding SDI Medical Leave.

There are three options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows:

A. Option 1: Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave.

B. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave, in this order, unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on their Request for Leave (RFL) whether the Employee is integrating Sick Leave, and other leave accruals, with SDI benefits.

C. Option 3: Employees who apply for disability insurance, may provide the City with the supplemental benefits received by SDI, to be credited to a disability leave accrual account, which the City will then reissue to the employees through payroll, enabling employees to remain on payroll status so long as they integrate accrued leave to create at least a thirty (30) hour or greater workweek.

D. The amount of supplement for any hour of any normal Workday shall not exceed the difference between one hundred (100%) percent of the Employee's normal gross salary rate and the "weekly benefit amount".

2. Medical Leave While on Workers' Comp/SDI.

Employees who are off work on medical leave covered under Workers' Comp or SDI may supplement their insurance coverage benefits to ensure that they receive up to one hundred (100%) percent of their normal pay.

3. How a Supplement is Treated.

The Employee shall receive up to one hundred (100%) percent of their gross salary rate, including any regular hours worked and leave accruals to cover time off (Sick leave, Vacation, Executive and/or Holiday Leave) until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive up to one hundred (100%) percent of Employee's gross salary rate when combining the supplemental amount provided by Workers' Comp/SDI with integrated leave.

4. Paid Leave Accrual.

An Employee shall earn Sick Leave, Vacation Leave, and Holiday Leave benefits during any full bi-weekly pay period in which the Employee receives Workers' Comp/SDI benefits and is on Payroll Status. Furthermore, an Employee shall receive service credit including for seniority and merit step increases during such a period, as long as the Employee is in a Payroll Status with the City. Retirement service credit is determined by CalPERS.

5. Leave of Absence While on SDI.

An Employee who is receiving SDI benefits while absent from work, but who is in a Non-Payroll Status with the City is entitled to a leave of absence under Section 10.2 of the Personnel Rules subject to the requirements of that Section.

ARTICLE 20 SICK LEAVE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a protected leave status shall be required to use available accrued paid leave prior to going leave without pay. Rules pertaining to additional leaves of absence are contained in the City's Personnel Rules and Regulations.

ARTICLE 21 LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY

1. The City shall comply with applicable federal and state laws governing work-related injuries, leaves, and compensation.

2. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.

3. The City shall coordinate accrued Sick Leave with Workers' Compensation benefits.

4. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, Executive Leave, and/or Holiday Leave consistent with the provisions of Personnel Rules Subsection 10.3.1. Upon expiration of all paid leave time, an Employee shall be entitled to receive compensation only from the City's Workers' Compensation third-party administrator.

ARTICLE 22 MUNICIPAL HOLIDAYS

1. Recognized Holidays.

The following are recognized as Holidays:

The first day of January, New Year's Day.
The third Monday in January, Martin Luther King's Birthday.
The third Monday in February, President's Day.
The last Monday in May, Memorial Day.
The nineteenth day of June, Juneteenth.

The fourth day of July, Independence Day.
The first Monday in September, Labor Day.
The second Monday in October, Columbus Day.
The eleventh day of November, Veteran's Day.
The fourth Thursday in November, Thanksgiving Day.
The fourth Friday in November, the day after Thanksgiving Day.
The twenty-fifth day of December, Christmas Day.
One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.
Any date proclaimed by the Mayor of Suisun City as a Holiday.

Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to the meet and confer process.

2. Observance.

When a Holiday falls on Sunday, it shall be observed on the following Monday. When a Holiday falls on Saturday, it shall be observed on the preceding Friday.

3. Holiday Time Off.

An Employee will accrue 8.0 hours of Holiday Time Off when assigned to a workweek of 40.0 hours, or 9.9 hours of Holiday Time Off when assigned to a workweek of 49.5 hours for each observed holiday. An Employee may use Vacation Leave, Executive Leave, or work additional time (on an hour-for-hour basis) during the work period to make up the difference between his/her scheduled time and his/her accrued Holiday Time Off.

4. Holiday Time Off Usage.

Holiday Time Off may be used as follows:

A. When the Fourth of July falls on a day when an Employee is scheduled to work and the Employee is directed to work that day for a period of time up to one-half the number of hours of Holiday Time Off afforded to that Employee, the Employee's Holiday Leave balance shall be credited with an amount equal to one-half the number of Holiday Time Off hours set forth in Section 3 of this Article.

B. When the Fourth of July falls on a day when an Employee is scheduled to work and the Employee is directed to work that day for a period of time equal to at least three-quarters of the number of hours of Holiday Time Off afforded to that Employee, the Employee's Holiday Leave balance shall be credited with an amount equal to the total number of Holiday Time Off hours set forth in Section 3 of this Article.

C. When a Holiday falls on a day when an Employee is not scheduled to work and the Employee does not work that day, the Employee shall have an amount equal to the number of Holiday Time Off hours credited to his/her Holiday Leave balance.

D. When a Holiday falls on a day when an Employee is scheduled to work and the Employee does not work, the Employee shall be compensated as if he/she had worked that day consistent with Section 3 of this Article.

5. Holiday Leave Balance.

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

6. Enforcing Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be enforced as follows: for Miscellaneous and Fire Safety employees, Vacation and Holiday leave accruals shall be enforced effective October 1, 2023, and Executive leave accruals shall be enforced effective January 8, 2024. For Police Safety employees, all leave accruals shall be enforced effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down fifty (50%) percent of any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The remaining fifty (50%) percent excess accrued leave as of the last full payroll period in June 2023 will be tracked in a separate excess leave accrual bank. The City will buy down the remaining excess leave accruals in January 2024 at the employees' June 2023 pay rate. The parties agree that Miscellaneous and Fire Safety employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their Vacation and Holiday leave accruals below the contractual leave caps, and until January 8, 2024, to maintain and/or reduce their Executive leave accruals below the contractual leave caps, at which time employees will no longer be allowed to exceed the leave caps. The parties agree that Police Safety employees will have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps. Those who are still over the cap on or after October 1, 2023, January 8, 2024, or July 1, 2024, respectively, shall cease accruals until their accrual balance falls below the leave cap and shall not be allowed to accrue leave over the cap from thereon. The parties understand that after buying down the excess accrued leave to the accrual leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the aforementioned ninety (90) day, six (6) month, and one (1) year grace periods to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the accrual cap is once again enforced.

ARTICLE 23 REIMBURSEMENT FOR EDUCATION OR TRAINING

1. Approval.

On the recommendation of a Department Head and the approval of the City Manager, any Employee may embark on an approved course of education to enhance his/her job skills. A course of study may include courses needed to gain a degree in a job-related field or to improve opportunities for advancement or promotion with the City of Suisun City. If the Employee's Department Head will not recommend reimbursement for a course of study, the Employee may appeal to the City Manager or designee.

2. Reimbursement.

Employees are eligible for educational reimbursement for approved classes, including tuition and books, which shall not exceed $1,500 per Employee per year. Upon successful completion of the coursework, the Employee shall submit to the Department Head and HR copies of dated receipts showing education costs (tuition, books, materials, mileage), as well as transcripts, grades or certificates showing successful course completion. If an Employee leaves City service within two years of receiving education reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City.

3. Certification and Educational Incentive Pay.

In order to encourage employees to provide optimum service to the public, employees may up to 5% incentive for a certification or relevant advanced education degree, added to their base rate. A certification or advanced degree required for the position is not eligible for the incentive pay. To receive certification or education incentive pay, proof of completion must be submitted to the City Manager. The following list is eligible for incentive pay at the assigned incentive rate:

A. Advanced degree beyond current requirement for job (AA, Bach. degree, Masters) = 3%
B. POST Advanced Certificate = 5%

ARTICLE 24 PROBATIONARY PERIOD

Rules regarding Probationary Period are set forth in Section 7.5 of the Personnel Rules. These rules are amended to include the following provision:

At the discretion of their supervisor, Department Head, and City Manager, Probationary Employees may receive a performance evaluation and release from probationary status after six months, if the Employee's performance exceeds "Meets Standard".

ARTICLE 25 PERFORMANCE EVALUATIONS

1. Annual Performance Evaluation.

Every Regular Employee in the Classified Service shall receive a performance evaluation by his/her immediate supervisor at least annually. The annual review will normally occur within 30 days of the Employee's Anniversary Date, unless an alternate schedule is approved by the City Manager.

2. Purpose.

The purpose of the Annual Performance Evaluation is to promote the successful performance of all City Employees through a process that provides feedback on past performance and directs future performance by identifying performance goals and objectives.

3. Procedure.

The Administrative Services Director shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. Included in the performance evaluation may be, 1) an assessment of what additional tools, such as upgraded software, may be needed; and 2) what training should be made available to the employee to assist in improving the level of performance. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.

4. Merit Increases.

In order to advance to a Pay Rate in the Pay Range, the evaluation must demonstrate that the advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and Department Heads in determining whether merit advancements have been earned and should be recommended to the City Manager. Department Heads shall have the authority and responsibility to withhold or delay merit advancements if such advancement is not merited.

ARTICLE 26 GRIEVANCE PROCEDURE

Rules regarding the Grievance Procedure are set forth in Chapter 11 of the Personnel Rules.

ARTICLE 27 DISCIPLINARY ACTION

Rules regarding the Disciplinary Action are set forth in Chapter 12 of the Personnel Rules.

ARTICLE 28 CONTRACTING OUT

In the event that the City decides to outsource work to a private contractor that would result in the displacement of current represented Employees, the City shall include a request in the Request for Proposal (hereinafter "RFP") that prospective contractors include a proposal to hire said Employees in their response to the RFD.

ARTICLE 29 EMPLOYEE ASSISTANCE PROGRAM

The City will continue to provide an Employee Assistance Program (EAP). The program will include at a minimum but not limited to, five personal counseling sessions, counselors located within a reasonable commute distance, substance abuse counseling, availability of emergency visits, and workplace crisis response. Employees will be provided with a brochure outlining the benefits of the program.

ARTICLE 30 LAYOFF AND REEMPLOYMENT

Rules regarding Layoff and Reemployment are set forth in Section 13.2 of the Personnel Rules.

ARTICLE 31 GENERAL PROVISIONS

1. Severability.

If any provision of this Agreement should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected.

2. Full Understanding.

The Parties agree that this Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.

3. No Requirement to Meet and Confer.

Except as otherwise provided in this Article, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Agreement during the term of this Agreement.

4. Reopener.

Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purpose:

A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.

B. If any other bargaining group has an employment contract with the City of Suisun City that contains applicable compensation provisions that are more advantageous for the Employees than this Agreement, the Parties may agree to meet and confer on the modification of this Agreement.

C. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCMPEA.

D. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and

E. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.

F. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only bases for reopening this Agreement during its term.

5. Savings Clause.

In the event that the implementation of any article, section or subsection of this Agreement shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the Association shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section or subsection.

6. No Strike/Lockout.

The SCMPEA agrees that there will be no strike, work stoppage, slowdown, "sick in", sit down, refusal to perform work, other interference with City operations, picketing, or refusal to enter upon City premises on any account or in connection with any grievance or dispute. The City agrees that it will not engage in any lockouts during the term of this Agreement.

7. Successor Agreement.

This Agreement shall be in full effect from July 1, 2023 through and including June 30, 2025. Either Party may serve upon the other its written request to commence negotiations for such successor Agreement as early as February 1, 2025. Upon receipt of such written notice, negotiations shall commence no later than thirty (30) days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction, with the intent to be completed no later than June 30, 2025.

8. Distribution of Agreement.

Within 10 days of the adoption of this Agreement, all covered Employees shall receive a copy of the Agreement. The “copy” may be provided in electronic format.

9. Effective Date.

The effective date of this Agreement shall be July 1, 2023.

[SIGNATURES ON NEXT PAGE]

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY MANAGEMENT AND PROFESSIONAL EMPLOYEES' ASSOCIATION
JULY 1, 2023 THROUGH JUNE 30, 2025

CITY OF SUISUN CITY REPRESENTATIVES:

Gregory Folsom, City Manager

Christina Penland HR Administrator

Kris Lofthus, Deputy City Manager

Colin Tanner, Deputy City Attorney

Approved as to form
Aleshire & Wynder, LLP

Elena Q. Gerli, City Attorney

SCMPEA REPRESENTATIVES:

Mary LaPlante, Managing Labor Representative
City Employee Associates

Digitally signed by Daniel Healy
Date: 2023.07.03 10:43:01 -07'00'

Dan Healy, SCMPEA President

Digitally signed by John Kearns
Date: 2023.06.28 16:44:35 -07'00'

John Kearns, SCMPEA Vice President

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Date: 2023.07.03 12:34:08 -07'00'

Amber Kent, SCMPEA Secretary

**TENTATIVE AGREEMENT BETWEEN THE CITY OF SUISUN CITY
AND THE SUISUN CITY MANAGEMENT AND PROFESSIONAL EMPLOYEES' ASSOCIATION
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING**

The current Memorandum of Understanding ("MOU") between the City of Suisun City ("City") and the Suisun City Management and Professional Employees Association ("Association"), covering the period July 1, 2021 through June 30, 2023, and all Amendments thereto, will expire by its own terms on June 30, 2023 ("SCMPEA MOU 2021-23"). The parties commenced negotiations on March 16, 2023 regarding a successor MOU pursuant to the Meyers-Milias-Brown Act ("MMBA") (Gov't Code Sections 3500 - 3511). The following Tentative Agreement for a successor Memorandum of Understanding between the City and the Association and its deal terms have been ratified by the Association on June 27, 2023, but remains subject to formal approval/adoption by the City Council per California Government Code Section 3505.1, which provides:

> "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

The deal points for the successor MOU for the Fiscal Years 2023-2025 covering the wages, hours and other terms and conditions of employment are set forth below. All terms and conditions of the prior SCMPEA MOU 2021-2023 shall be maintained unless expressly modified or changed herein until the successor MOU is jointly prepared by the parties, ratified by the Association and accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement.

TENTATIVE AGREEMENT DEAL POINTS

Subject	Tentative Agreement
Term	2-year agreement: July 1, 2023 through June 30, 2025
Conversion	Convert Article Numbers from Roman Numerals to Arabic Numbers. Renumber article numbers, sections, etc. accordingly to incorporate all new and modified TA's.
Fire Captains	Remove all references to Fire Captain Employees, including but not limited to Article 9 Fire Captain Guidelines and Article 35 Non-Exempt Fire Safety Employee Holidays. Fire Captains are no longer represented by SCMPEA.
General Clean Up	Eliminate entirely all Articles on Leaves of Absence that reference the personnel rules (Article numbers: 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34)
Recognition	Article 1 – Recognition 1. <u>Job Classes Represented</u>. The City recognizes SCMPEA as the exclusive representative for the Professional/Technical Employees bargaining unit consisting of the following Regular, Professional/Technical, Management Classes which should properly be assigned to this bargaining unit by the City, such exclusive representation being subject to and qualified by Employee rights under applicable local, state, and federal law to be represented by the Recognized Employee Organization of their choice:

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	Represented Job Classes Accountant ~~Accounting Services Manager~~ Assistant~~/Associate~~ Engineer~~ Associate~~ ~~Assistant/~~Associate Engineer~~Assistant~~ Assistant~~/Associate~~ Planner~~ Assistant~~ ~~Assistant/~~Associate Planner~~ Associate~~ Building Inspection Services Manager City Engineer Deputy City Clerk (C) Deputy Fire Chief Dispatch/Records Supervisor Division Fire Chief Finance Manager ~~Financial Services Manager~~ ~~Fire Captain~~ Fire Marshal Housing Programs Manager IT Services Manager Management Analyst I~~/II I~~ Management Analyst ~~I/~~II~~ II~~ ~~Marina Waterfront & Events Manager~~ Marketing Manager Police Commander Police Support Services Manager Principal Planner Project Manager Public Works Superintendent Public Works Supervisor Recreation Manager Recreation Supervisor ~~Secretary to City Manager/Deputy City Clerk (C)~~ Senior Accountant Senior Associate Engineer Senior Building Inspector Senior Management Analyst Senior Planner
Recognition Job Requirements	New: The parties agree that positions requiring a license or certification must maintain a valid license or certification as required for their position, as a condition of employment. The parties agree to address SB2 and decertification of POST, likely to be incorporated as a policy in the Police Manual.
Association Access	**ASSOCIATION ACCESS** 1. SCMPEA Business. All SCMPEA business will be conducted by Employees and SCMPEA representatives outside of established working hours. Nothing herein shall be construed to

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	prevent a SCMPEA representative or an Employee from contacting the City Manager or other management representatives regarding personnel-related matters during working hours. 2. Work Locations. The authorized SCMPEA ~~Business Agent~~ Representative, if any, shall be given access to work locations during working hours, provided that prior to visiting any work location the SCMPEA representative notifies the City. 3. Shop Stewards. In addition to the president, two stewards shall be appointed by the SCMPEA as alternate representatives to assist in resolving workplace issues and other representational duties including but not limited to Grievances. 4. Release Time. The City may grant a total of 16 hours of paid time for the president and two stewards to attend training scheduled during the Employee's normal working hours. Those hours may be split among the three SCMPEA officials at SCMPEA's discretion. The SCMPEA will be responsible for overseeing the time used and calculating the time remaining. The SCMPEA must notify the ~~Assistant City Manager~~ Department Head and Human Resources, with each approved time off request. The SCMPEA president shall submit written requests for release time to the Employee's immediate supervisor. The supervisor's decision to approve will be based on the operational needs of the City. The Employee and SCMPEA president will certify the Employee's attendance. Unused training hours may accrue to a maximum of 32 hours. 5. Labor/Management Committee. The City and the SCMPEA agree to set up a Labor/Management Committee to encourage open communication, to promote harmonious relations, and to resolve matters of mutual concern. The committee will meet quarterly or as mutually agreed to by the Parties. The Committee will be composed of one representative from the City, one representative from the SCMPEA, and the SCMPEA ~~Business Agent~~ Representative, if any. The meetings are informal and are not intended to be for discussion of issues handled under other provisions herein such as grievances, disciplinary actions, or negotiations. 6. Employee Orientation & Contact Information. All Employees will receive a New Employee Orientation within their first five (5) regular Workdays of employment with the City. The New Employee Orientation will be presented by Human Resources Division staff members at a time and place determined by the City. The purpose of the orientation is to review and complete required payroll, insurance, benefits, and similar required documentation; to train the Employee regarding City and/or Departmental policies, procedures, and specific requirements of the position; and to provide other necessary information. At no time during the orientation shall a City or SCMPEA representative provide derogatory information or advocacy about the other. A. The City will provide SCMPEA notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter. B. One (1) SCMPEA representative, officer, steward, or member will be provided an opportunity for a 15-minute private session with the new Employee during the New Employee Orientation. SCMPEA may provide written information to be included with the orientation materials, in lieu of such a private session. Two (2) business days prior to the New Employee Orientation, SCMPEA will provide to Human Resources the name and the contact information of

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	its participating representative. The City and SCMPEA will mutually agree to a suitable time during the New Employee Orientation for SCMPEA's private meeting with the new Employee. Such private meeting will occur at the same location as the New Employee Orientation. C. Within thirty (30) days of hire, and annually thereafter, the City will provide SCMPEA with Employee contact information, including name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the City, and home address, in electronic format as required by State law for all represented Employees. ~~D. The City shall deduct from twenty-four (24) paychecks of unit employees the regular [periodic] Association membership dues as certified by an authorized official of the Association, and transmit such deductions monthly to the Association. Such deduction shall be made only when the Association member's earnings for a pay period are sufficient after other legally required deductions are made. It is agreed that the City assumes no liability on account of any actions taken pursuant to this section.~~ ~~E. The Association will provide the City a minimum of thirty days' notice of any change in the amount of membership dues to be deducted~~ ~~F.~~D. ~~The City agrees to provide SCMPEA with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within thirty (30) days of the date of hire.~~ The City also agrees to provide SCMPEA with a list of the foregoing information for all bargaining unit employees at least once every 120 days at SCMPEA's written request. ~~G.~~E. Notwithstanding the foregoing, in accordance with Government Code Section 6254.3(a)(3), the City will not provide SCMPEA with the home address or any phone number on file with the City of any employee performing law enforcement-related functions. For purposes of this Agreement, "law enforcement-related functions" includes any City police department employee and any City code enforcement officer. ~~H.~~F. In accordance with Government Code Section 6254.3(c), the City will not provide SCMPEA with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information (except, with respect to personal email addresses, as may be necessary to comply with the California Public Records Act). 7. Dues Deduction. SCMPEA may request that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by SCMPEA, from the wages and salaries of SCMPEA members. SCMPEA hereby certifies that SCMPEA has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Accordingly, SCMPEA membership dues shall be deducted over 24 pay periods in accordance with the City procedures and provisions of applicable law from the salary of each employee whose name is provided by SCMPEA. Such deduction shall be made only when the SCMPEA member's earnings for the subject pay period are sufficient after other legally required deductions are made.

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	A. Remittance of the aggregate amount of all such monies shall be made by the City to SCMPEA at the conclusion of each payroll period in which said dues were deducted. Any changes in SCMPEA dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll. B. SCMPEA shall have a duty to defend and shall indemnify and hold harmless the City against any liability arising from a claim, demand, or other action relating to any SCMPEA requested deduction, or any provision or obligation set forth in this Article. The City reserves the right to select its own counsel for its defense hereunder at ~~the~~ SCMPEA's expense.~~Maintenance of Membership. Any employee in the SCMPEA represented bargaining unit who has authorized SCMPEA dues deductions prior to the City Council's approval and adoption of this Agreement or at any time subsequent to such approval and adoption, shall continue to have such dues deductions made by the City during the term of this Agreement; provided, however, that any employee in the unit may terminate such dues deduction during the first thirty (30) days immediately following the City Council's approval and adoption of this Agreement and during the period of December 1 through December 31 of each year of the Agreement by notifying SCMPEA in writing of his/her termination of the dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, job classification, and department name. SCMPEA will provide the City's Human Resources Department with the appropriate documentation to process these dues deduction cancellations within ten (10) business days after the close of the withdrawal period.~~
Wages	1. Salaries. ~~Assuming funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City proposes to provide additional pay to all bargaining unit employees as follows: Miscellaneous. The City will provide a $2.00 per hour non-pensionable additional pay on top of the base pay rate for all represented miscellaneous job classes (except the Police Support Services Manager) **up through and until May 25, 2023**.~~ ~~Police Support Services Manager. The City will provide a $4.00 per hour non-pensionable additional pay on top of the base pay rate **up through and until May 25, 2023**.~~ ~~Police and Fire. The City will provide a $6.00 per hour non-pensionable additional pay on top of the base pay rate for all represented safety job classes **up through and until May 25, 2023**.~~ ~~Additional pay increases will be effective retroactively to July 1, 2021, if the Tentative Agreement is ratified and signed by Union at least one day prior to the City Council meeting scheduled for July 6, 2021. Alternatively, the premium increase will be effective the first full pay period after City Council adoption of the Tentative Agreement. Payments will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 30, 2023.~~ ~~F. The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired on June 30, 2021 and shall not be included in this successor MOU.~~ ~~G. Miscellaneous. Effective May 26, 2023, the City will provide base hourly wage increases of $2 per hour to the wage range for all represented miscellaneous job classes (except Dispatch classifications) and base hourly wage increases of $2 per hour to the employee's position within that range for the following represented miscellaneous job classes:~~ ~~Principal Planner~~ ~~Public Works Superintendent~~ ~~H. Dispatch. Effective May 26, 2023, the City will provide base hourly wage increases of $4 per hour to the wage range for all represented Dispatch job classes and base hourly wage increases of $4 per hour to the employee's position within that range for the Police Support Services Manager classification.~~ ~~I. Police and Fire. Effective May 26, 2023, the City will provide base hourly wage increases of $6 per hour to the wage range for all represented safety job classes and base hourly wage increases of $6 per hour to the employee's position within that range for the following represented fire safety job classes:~~ ~~Deputy Fire Chief~~ ~~Division Fire Chief~~ ~~J. The City's base wage increases provided herein to the employee's position within the range will decrease the differential between steps to less than 5% as identified in the new alpha numerical salary ranges established for these classifications. The alpha salary range will be eliminated once all affected employees in the alpha~~

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~~numeric range reach top step, or through attrition, whichever comes first. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range once they reach the top step.~~

~~K. New hires starting May 26, 2023 or later, in the classifications affected by the additional hourly wage increases will be hired into the base numerical range for that classification which maintains a 5% differential between each step in the range.~~

A. Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the base wage rates set forth in the Citywide Salary Schedule shall be adjusted as follows:

Job Class	Monthly Salary Prior to the Base Wage Adjustments Effective 5/26/23	Base Wage Increase Effective 5/26/23	Approx % of Base Wage Increase Eff. 5/26/23	Approx. Monthly Salary Eff. 5/26/23	Proposed Wage Adjustment *(Rounded 3 decimal point)*	Approx New Monthly Top Step	Total % Change
Accountant*	$7,170	$2/hour	4.8%	$7,517	0.000%	$7,517	4.8%
Assistant Engineer	$8,272	$2/hour	4.2%	$8,619	-0.355%	$8,588	3.8%
Assistant Planner	$7,170	$2/hour	4.8%	$7,517	-0.406%	$7,486	4.4%
Associate Engineer*	$9,100	$2/hour	3.8%	$9,447	0.005%	$9,447	3.8%
Associate Planner*	$7,888	$2/hour	4.4%	$8,235	0.000%	$8,235	4.4%
Building Inspection Services Manager*	$9,100	$2/hour	3.8%	$9,447	-0.837%	$9,367	2.9%
City Engineer*	$11,381	$2/hour	3.0%	$11,728	8.996%	$12,783	12.3%
Deputy City Clerk (C)*	$6,289	$2/hour	5.5%	$6,635	13.961%	$7,562	20.2%
Deputy Fire Chief	$11,954	$6/hour	8.7%	$12,994	0.000%	$12,994	8.7%
Dispatch/Records Supervisor*	$6,727	$4/hour	10.3%	$7,421	8.899%	$8,081	20.1%
Division Fire Chief*	$10,403	$6/hour	10.0%	$11,443	0.507%	$11,501	10.6%
Finance Manager *	$9,100	$2/hour	3.8%	$9,447	16.557%	$11,011	21.0%
Fire Marshal	$10,403	$6/hour	10.0%	$11,443	0.507%	$11,501	10.6%
Housing Programs Manager*	$9,403	$2/hour	3.7%	$9,750	0.000%	$9,750	3.7%
IT Services Manager*	$9,100	$2/hour	3.8%	$9,447	20.406%	$11,374	25.0%
Management Analyst I	$7,170	$2/hour	4.8%	$7,517	-0.406%	$7,486	4.4%
Management Analyst II*	$7,888	$2/hour	4.4%	$8,235	0.000%	$8,235	4.4%
Marketing Manager	$7,200	$2/hour	4.8%	$7,547	8.364%	$8,178	13.6%
Police Commander*	$11,954	$6/hour	8.7%	$12,994	14.356%	$14,859	24.3%
Police Support Services Manager*	$9,100	$4/hour	7.6%	$9,793	0.000%	$9,793	7.6%
Principal Planner	$10,412	$2/hour	3.3%	$10,758	1.041%	$10,870	4.4%
Project Manager*	$8,282	$2/hour	4.2%	$8,628	9.000%	$9,405	13.6%
Public Works Superintendent*	$10,326	$2/hour	3.4%	$10,673	0.825%	$10,761	4.2%

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Public Works Supervisor*	$6,695	$2/hour	5.2%	$7,042	10.921%	$7,811	16.7%
Recreation Manager*	$7,888	$2/hour	4.4%	$8,235	9.224%	$8,995	14.0%
Recreation Supervisor*	$5,825	$2/hour	6.0%	$6,172	12.173%	$6,923	18.8%
Senior Accountant	$8,282	$2/hour	4.2%	$8,628	0.185%	$8,644	4.4%
Senior Associate Engineer	$10,010	$2/hour	3.5%	$10,357	0.335%	$10,391	3.8%
Senior Building Inspector	$8,282	$2/hour	4.2%	$8,628	-4.507%	$8,240	-0.5%
Senior Management Analyst	$8,676	$2/hour	4.0%	$9,023	0.394%	$9,059	4.4%
Senior Planner	$8,676	$2/hour	4.0%	$9,023	0.394%	$9,059	4.4%

B. The base wage increases provided effective 5/26/2023 to the employee's position within the range decreased the differential between steps to less than 5% as was identified by the alpha numerical salary ranges established for the following classifications: Deputy Fire Chief, Division Fire Chief, Police Support Services Manager, Principal Planner, and Public Works Superintendent. The alpha salary range will be eliminated once the proposed base wage adjustments for the successor MOU are implemented. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range assigned to their classification and will advance one pay step to avoid a negative salary adjustment as a result of implementing this provision. This shall not affect the incumbent's anniversary dates or eligibility for future merit increases. Nothing herein requires the City to maintain the 5% differential between steps.

C. The aforementioned base wage adjustments will be effective the first pay period following 7/1/2023, should the parties reach a tentative agreement that is ratified by the SCMPEA membership no later than 6/30/2023 and subsequently signed by its representatives no later than 7/6/2023.

D. Effective the last full pay period of June 2025, represented employees shall receive a two-point five (2.5%) percent Cost of Living Adjustment (COLA), condition precedent on if the City's actual revenues for Fiscal Year 2023/24 exceed actual revenues for Fiscal Year 2022/2023 by at least three (3%) percent.

~~B.~~E. Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the current incumbent Fire Marshal shall receive a lump sum retention bonus of one thousand dollars ($1,000.00). The aforementioned lump sum retention bonus will be provided the first pay period following 7/1/2023 should the parties reach a tentative agreement that is ratified by the SCMPEA membership no later than 6/30/2023 and subsequently signed by its representatives no later than 7/6/2023.

~~C.~~F. Effective the first full pay period of July 2024, the current incumbent Fire Marshal, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars ($1,000.00).

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	~~D.~~G. Effective the first full pay period of January 2025, the current incumbent Fire Marshal, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars ($1,000.00).
Acting Pay	3. Acting Pay. Employees covered by this Agreement shall receive Acting Pay under the following conditions: A. Employees must qualify to receive Acting Pay when assigned in writing to act~~ing~~ in ~~the~~ a higher job class and ~~performing~~ to perform substantially the full range of duties and responsibilities of the higher job class for a minimum period of two weeks. ~~The qualifying period may be satisfied one full workday at a time.~~ ~~B. Employees who have met this requirement after July 1, 2001, and who are recommended by their supervisor and Department Head may be certified as having met the qualifying period.~~ ~~C.~~B. Employees who are ~~certified~~ assigned to act in a higher job class will receive Acting Pay in an amount of at least five (5%)~~5.0~~ percent and no more than ten (10%)~~10.0~~ percent of their current salary whenever they are assigned to act in the higher job class for a minimum of two consecutive weeks, retroactive to the first day of the assignment, while performing substantially the full range of duties and responsibilities of the higher job class. ~~D.~~C. In order to receive Acting Pay, there must exist a ~~vacant~~ budgeted position, the assignment must be made in writing, employees must meet the minimum qualifications of the higher job class, and employees may not refuse to perform any duty or responsibility of the higher job class. Exceptions to meeting the minimum qualifications of the higher job class may be made on a case-by-case basis, depending on operational need, with concurrence between the department head and Human Resources, subject to City Manager approval. ~~E.~~D. Acting Pay shall not be applied to a request to cash-out any form of paid leave, or payment for accrued and unused paid leave hours ~~on the books~~ at time of separation.
Longevity	Police ~~Commander~~ and Fire Safety Longevity Pay. Upon the completion of five (5) years of continuous full-time service, represented employees shall be entitled to a three (3%)~~.0~~ percent increase in compensation; employees who complete ten (10) years of continuous full-time City service shall be entitled to an additional three (3%)~~3.0~~ percent increase in compensation (for a total of six (6%)~~6.0~~ percent). Miscellaneous Employee Longevity Pay. Effective the first pay period following 7/1/2023, upon the completion of ten (10) years of continuous full-time City service, represented employees shall be entitled to a two (2%) percent increase in compensation. Employees who complete fifteen (15) years of continuous full-time City service shall be entitled to an additional two (2%) percent increase in compensation (for a total of four (4%) percent). Miscellaneous Employee Longevity Pay. Effective the first pay period in July 2024, upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a two (2%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City service, shall be entitled to a two (2%)

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	percent increase in compensation; employees who complete fifteen (15) years of continuous full-time service shall be entitled to an additional two (2%) percent increase in compensation (for a total of six (6%) percent).
Notary Pay	New: Notary Pay. Any employee that possesses an official Notary Commission and is required to perform these duties in addition to their normal job duties shall be afforded a monthly $50 allowance, approved by the employee's Department Head. The City will provide the cost of training, certification, recertification, bond, insurance and recording with the County Recorder of the Notary Commission for any employees required to obtain and maintain an official Notary Commission.
Fire Duty Chief Standby Pay	Fire Duty Chief Standby Pay. Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each 24-hour shift, ~~Fire~~ Division Fire Chiefs and Deputy Fire Chiefs may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. ~~Effective retroactive to July 1, 2020, Fire~~ Division Fire Chiefs and Deputy Fire Chiefs assigned to serve as Duty Chief shall receive non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: $200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), $200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and $200 per weekend evening shift (8:30 p.m. to 8:29 a.m.). It is expected that such assignment would be made on a monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. The Fire Chief may share in this assignment rotation. For example, if three Employees were to share Fire Duty Chief responsibilities, each would be assigned 10 days spread over a 30-day month, adjusted appropriately for months of greater of lesser days. Employees must be scheduled for Fire Duty Chief Standby in such a manner as to ensure at least two-consecutive days off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. 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, but shall not assign him/herself any greater participation than assigned to any single ~~Fire~~ Division Fire Chief or Deputy Fire Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.
Municipal Holidays	1. Recognized Holidays. The following are recognized as Holidays: The first day of January, New Year's Day. The third Monday in January, Martin Luther King's Birthday. The third Monday in February, President's Day. The last Monday in May, Memorial Day. The nineteenth day of June, Juneteenth. The fourth day of July, Independence Day. The first Monday in September, Labor Day. The second Monday in October, Columbus Day. The eleventh day of November, Veteran's Day. The fourth Thursday in November, Thanksgiving Day. The fourth Friday in November, the day after Thanksgiving Day. The twenty-fifth day of December, Christmas Day. One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance. Any date proclaimed by the Mayor of Suisun City as a Holiday. Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to the meet and confer process.

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Uniform Allowances	1. Uniform Allowances. Annually the City shall pay those Employees required to wear uniforms in the performance of their duties as follows: Job Class — Total Police Commander — $1300 ~~Fire Division Chief — $1300~~ Division Fire Chief — $1300 Deputy Fire Chief — $1300 ~~Fire Captain — $1300~~ Police Support Services Manager — $900 Fire Marshall — $1300 Dispatch/Records Supervisor — $900 Uniform allowance will be paid on the regular paychecks of a pro-rata basis, equally divided across each of the 26 paychecks.
Sick Leave	Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a protected leave status shall be required to use available accrued paid leave prior to going leave without pay. Rules pertaining to additional leaves of absence are contained in the City's Personnel Rules and Regulations.
Confidential Designation and Pay	Confidential Designation and Pay. The Accounting Services Manager is being reclassified to Finance Manager. The incumbent employee will no longer be eligible to receive the 3% pay differential upon reclassification. ~~Currently, t~~The current incumbent~~s~~ in the ~~Secretary to City Manager/~~Deputy City Clerk position was ~~and the Accounting Services Manager position,~~ hired prior to July 30, 2019 and~~,~~ receives a 3% pay differential ~~to be~~ added to the employee's base pay as a designated Confidential Employee. No other SCMPEA represented classifications are eligible for this Confidential Pay and the Confidential Pay Program as applied to SCMPEA will end once the current incumbent~~s~~ vacates ~~these~~ this position~~s~~. Therefore, this MOU section needs to be updated to reflect same.
Medical and Dental Insurance	1. Core Flex Plan. The City will contribute ~~the following~~ a Core Flex Plan amount~~s toward the monthly premium cost based on the 2021~~ equivalent to the Kaiser Permanente Region 1 Premium~~:~~ for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost. ~~Time Period — Employee — Employee + One — Employee + Family~~ ~~7/1/21 through MOU Term — $813.64 — $1,627.28 — $2,115.46~~ ~~Or the equivalent of the Kaiser Permanente Region 1 Premium, whichever is greater.~~ ~~—~~Should the health plan premium cost, selected by the employee, be less than the Kaiser Permanente Region 1 premium ~~cost be less than the amounts listed above~~, the City shall pay no more that the full cost of the Kaiser Permanente rate, with the difference between the cost of the selected health plan premium and the maximum provided by the city eligible to be applied toward the cost of vision and dental premiums ~~for employees who select Kaiser Permanente~~.

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	2. Flexible Benefit Options. The City agrees to provide $500.00 per month (employee only) and $700.00 per month (employee plus one or more dependents) as a Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee ~~must choose~~ choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during ~~the~~ each Open Enrollment Period established in the Suisun City ~~Flexible Benefits Plan~~. 3. Restrictions. An Employee may either enroll in the Core Flex Plan or be entitled to the Flexible Benefit Options as described in Section 2 of this Article, but may not participate in both, with the exception of the Voluntary Pre-Tax Payroll Deduction Flexible Spending Account or enrollment in a Dental and/or Vision Plan.
Payroll Status and WC/SDI Medical Leave	**PAYROLL STATUS** 1. Payroll Status. Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions: A. Working Full-Time. B. Working Part-Time, at least a thirty (30) hours or greater workweek. C. Working on a restricted or limited duty basis. D. Off work due to an injury or illness covered under Workers' Compensation. E. Off work due to an injury or illness covered under State Disability Insurance. F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA). G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA). H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL). 2. Continuation of City-Paid Insurance Premiums. The City shall continue to contribute the City's share of the health~~,~~ and life~~, and dental~~ insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, ~~CTO~~Executive Leave, and/or Holiday Leave in conjunction with Workers' Comp/SDI benefits to create the equivalent of ~~his/her normal paycheck~~ at least a thirty (30) hour or greater workweek. 3. Non-Payroll Status. A. Any Employee off work on SDI who has exhausted his/her benefits under FMLA, CFRA, or PDL, ~~and who is off work pursuant to Subsections E. through H. of this Article,~~ and who has insufficient accrued paid leave balances to create the equivalent of ~~a normal paycheck~~ at least a thirty (30) hour or greater workweek, shall be considered to be in

Subject	Tentative Agreement
	a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave (Vacation, Sick, Holiday and Executive), and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf. The City will continue to contribute life insurance premiums for employees in a non-payroll status. B. An Employee off work ~~pursuant to Subsection D. of this Article~~ Workers' Compensation, and who has insufficient accrued paid leave balances to create the equivalent of ~~his/her normal paycheck~~ at least a thirty (30) hour or greater workweek, shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation, Sick, and Holiday, Executive); however, the City will continue to contribute the City's share of health insurance premiums on the Employee's behalf for a period of no more than 12 months from the date of injury. The City will continue to contribute life insurance premiums for employees in a non-payroll status. ~~B.~~C. Employees contributing to the 457 Deferred Compensation plan, and who are off work on Workers' Compensation/SDI, will have all contributions to the deferred compensation plan stopped during the time on leave unless they are integrating sufficient accrued paid leave to cover the full amount of the requested deferred compensation plan contribution. Workers' Compensation/SDI benefits are non-taxable benefits, therefore shall not be used toward 457 plan contributions. **WORKERS' COMP/SDI MEDICAL LEAVE** 1. Employee Options Regarding SDI Medical Leave. There are ~~two~~ three options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows: A. Option 1: Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave. B. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave, in this order, unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on ~~the application for SDI benefits~~ their Request for Leave (RFL) whether the Employee is integrating Sick Leave, and other leave accruals, with SDI benefits. ~~B.~~C. Option 3: Employees who apply for disability insurance, may provide the City with the supplemental benefits received by SDI, to be credited to a disability leave accrual account, which the City will then reissue to employees through payroll, enabling employees to remain on payroll status so long as they integrate accrued leave to create at least a thirty (30) hour or greater workweek. ~~C.~~D. The amount of supplement for any hour of any normal Workday shall not exceed the difference between one hundred (100%~~.0~~) percent of the Employee's normal gross salary rate and the "weekly benefit amount".

Subject	Tentative Agreement
	2. Medical Leave While on Workers' Comp/SDI. Employees who are off work on medical leave covered under Workers' Comp or SDI may supplement their insurance coverage benefits to ensure that they receive up to one hundred (100%~~.0~~) percent of their normal pay. 3. How a Supplement is Treated. The Employee shall receive up to one hundred (100%~~.0~~) percent of ~~the Employee's~~ their gross salary rate, including any regular hours worked and leave accruals to cover time off (Sick leave, Vacation, Executive and/or Holiday Leave) until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive up to one hundred (100%~~.0~~) percent of Employee's gross salary rate ~~less the~~ when combining the supplemental amount provided by Workers' Comp/SDI with integrated leave. ~~Upon deduction of the amount equal to the supplemental amount from the Employee's gross pay, the Employee's Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave shall be credited to the Employee's appropriate benefit accounts in an amount equal to the Employee's hourly Pay Rate.~~ 4. Paid Leave Accrual. An Employee shall earn Sick Leave, ~~and~~ Vacation Leave, and Holiday Leave benefits during any full bi-weekly pay period in which the Employee receives Workers' Comp/SDI benefits and is on Payroll Status. Furthermore, an Employee shall receive service credit including for seniority and merit step increases during such a period, as long as the Employee is in a Payroll Status with the City~~, as provided in Article XVII~~. Retirement service credit is determined by CalPERS. 5. Leave of Absence While on SDI. An Employee who is receiving SDI benefits while absent from work, but who is in a Non-Payroll Status with the City is entitled to a leave of absence under Section 10.2 of the Personnel Rules subject to the requirements of that Section.
457 Deferred Compensation Plan	2. ~~ICMA 457~~ Deferred Compensation Plan. The City agrees to provide ~~the ICMA~~ a 457 Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to four (4%) percent of the employee's base salary or $118.00 (per pay period), whichever is greater. The City's match will be contributed to participating Employees on a pay-period basis.
Supplemental Insurance	The City has contracted with Colonial ~~to replace Aflac~~ for voluntary supplemental insurance benefits~~. As of 7/1/2021, the City will no longer deduct Aflac payments via payroll deduction. Employees will have the option to continue their Aflac coverage on their own or can enroll in Colonial~~ which will be administered by City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide~~d~~ such voluntary benefits in the best interest of the City.
Reimbursement for Education or Training	3. Certification and Educational Incentive Pay. In order to encourage employees to provide optimum service to the public, employees may up to 5% incentive for a certification or relevant advanced education degree, added to their base rate. A certification or advanced degree required for the position is not eligible for the incentive pay. To receive certification or education incentive pay, proof of completion must be submitted to the City Manager. The following list is eligible for incentive pay at the assigned incentive rate: A. Advanced degree beyond current requirement for job (AA, Bach. degree, Masters) = 3% ~~B. Chief Officer (FIRE) = 1.5%~~ ~~C. Paramedic = 1.5%~~

Subject	Tentative Agreement
	~~D.~~B. POST Advanced Certificate = 5~~.0~~%
ID Cards	Eliminate Entirely
Temporary Measures	Eliminate Entirely
General Provisions	7. Successor Agreement. This Agreement shall be in full effect from July 1, ~~2021~~ 2023 through and including June 30, ~~2023~~2025. Either Party may serve upon the other its written request to commence negotiations~~, as well as its initial written proposals~~ for such successor Agreement as early as February 1, ~~2023~~2025. Upon receipt of such written notice ~~and proposals~~, negotiations shall commence no later than thirty (30) days thereafter. ~~Upon receipt of such written notice and proposals, negotiation sessions shall commence no later than thirty (30) days thereafter.~~ The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction, with the intent to be completed no later than June 30, ~~2023~~2025. 9. ~~9.~~ Effective Date. The effective date of this Agreement shall be July 1, ~~2021~~2023.

Incorporate the Following MOU Amendments

Article No.	Subject	MOU Amendment(s)
	Enforcing Leave Caps	NEW LANGUAGE TO BE ADDED TO THE FOLLOWING ARTICLES: HOURS OF WORK PERTAINING TO EXECUTIVE LEAVE, VACATION LEAVE, AND MUNICIPAL HOLIDAYS. The parties agree that the previous contractually agreed upon leave caps shall be enforced as follows: for Miscellaneous and Fire Safety employees, Vacation and Holiday leave accruals shall be enforced effective October 1, 2023, and Executive leave accruals shall be enforced effective January 8, 2024. For Police Safety employees, all leave accruals shall be enforced effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down fifty (50%) percent of any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The remaining fifty (50%) percent excess accrued leave as of the last full payroll period in June 2023 will be tracked in a separate excess leave accrual bank. The City will buy down the remaining excess leave accruals in January 2024 at the employees' June 2023 pay rate. The parties agree that Miscellaneous and Fire Safety employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their Vacation and Holiday leave accruals below the contractual leave caps, and until January 8, 2024, to maintain and/or reduce their Executive leave accruals below the contractual leave caps, at which time employees will no longer be allowed to exceed the leave caps. The parties agree that Police Safety employees will have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps. Those who are still over the cap on or after October 1, 2023, January 8, 2024, or July 1, 2024, respectively, shall cease accruals until their accrual balance falls below the leave cap and shall not be allowed to accrue leave over the cap from thereon. The parties understand that after buying down the excess accrued leave to the accrual leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the aforementioned ninety (90) day, six (6) month, and one (1) year grace periods to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the accrual cap is once again enforced.

This Tentative Agreement shall be effective only upon adoption by the City Council of the City of Suisun City. Subject to the foregoing, this Tentative Agreement is hereby executed by the authorized representatives of the City and the Association.

City of Suisun City

Gregory Folsom, City Manager

Christina Penland, HR Administrator

Kris Lofthus, Deputy City Manager

Colin Tanner, Deputy City Attorney

Approved as to form
Aleshire & Wynder, LLP

Elena Gerli, City Attorney

Suisun City Municipal and Professional Employees' Association

Mary LaPlant, Managing Labor Representative
City Employee Associates

Daniel Healy
Digitally signed by Daniel Healy
Date: 2023.07.03 08:33:13 -07'00'

Dan Healy, SCMPEA President

John Kearns
Digitally signed by John Kearns
Date: 2023.06.28 16:46:52 -07'00'

John Kearns, SCMPEA Vice President

Amber Kent
Digitally signed by Amber Kent
Date: 2023.06.29 01:33:24 -07'00'

Amber Kent, SCMPEA Secretary

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION

July 1, ~~2021~~2023
Through
June 30, ~~2022~~2025

Tentative Agreement Approved by City Council on July 11, 2023
MOU Approved by City Council on July 11, 2023

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY MANAGEMENT & PROFESSIONAL
EMPLOYEES' ASSOCIATION

INTRODUCTION

This Memorandum of Understanding is made and entered into between the CITY OF SUISUN CITY, (hereinafter "City"), and SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION, (hereinafter "SCMPEA"), a formally Recognized Employee Organization pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*).

The Parties agree that this Memorandum of Understanding (hereinafter "Agreement") shall be submitted to the City Council of the City of Suisun City with the joint recommendation of the designated representatives of the Parties that the City Council approve the Agreement and take any additional action as may be necessary to implement its provisions.

The City agrees to give reasonable written notice to SCMPEA of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation and shall give SCMPEA the opportunity to meet and confer with respect thereto.

The Parties have met and conferred in good faith through their designated representatives concerning those matters set forth in Government Code Section 3504 and have reached agreement thereon as set forth below. The City agrees that there shall be no other negotiations for represented workers beyond this Agreement.

The Parties agree as follows:

ARTICLE ~~1~~1 RECOGNITION

1. Job Classes Represented.

The City recognizes SCMPEA as the exclusive representative for the Professional/Technical Employees bargaining unit consisting of the following Regular, Professional/Technical, Management Classes which should properly be assigned to this bargaining unit by the City, such exclusive representation being subject to and qualified by Employee rights under applicable local, state, and federal law to be represented by the Recognized Employee Organization of their choice:

Represented Job Classes
Accountant
~~Accounting Services Manager~~
Assistant~~/Associate~~ Engineer~~ - Associate~~

Assistant Planner
~~Assistant/~~Associate Engineer~~-Assistant~~
~~Assistant/Associate Planner-Assistant~~
~~Assistant/~~Associate Planner~~-Associate~~
Building Inspection Services Manager
City Engineer
Deputy City Clerk (C)
~~Financial Services Manager~~
~~Fire Captain~~
Deputy Fire Chief
Dispatch/Records Supervisor
~~Fire~~ Division Fire Chief
Finance Manager
Fire Marshal
Housing Programs Manager
IT Services Manager
Management Analyst I~~/II I~~
Management Analyst ~~I/II~~ II
~~Marina & Waterfront Events Manager~~
Marketing Manager
Police Commander
Police Support Services Manager
Principal Planner
Project Manager
Public Works Superintendent
Public Works Supervisor
Recreation Manager
Recreation Supervisor
~~Secretary to City Manager/Deputy City Clerk (C)~~
Senior Accountant
Senior Associate Engineer
Senior Building Inspector
Senior Management Analyst
Senior Planner

2. Secretary to City Manager/Deputy City Clerk.

The Classification of Secretary to City Manager/Deputy City Clerk is Confidential, and as such is excluded from participating in collective bargaining or from ~~-~~revealing confidential information regarding collective bargaining; however, is otherwise represented by SCMPEA.

3. Future Additional Job Class Determination.

In addition, future additional job classes (excluding Unrepresented "at-will" Positions) determined under applicable City Resolutions to be of a Regular, Management, Professional/Technical nature shall be represented by SCMPEA.

4. Temporary/Limited-Service Positions.

It is agreed that Temporary Employees, Part-Time Employees, Emergency Employees, Volunteer Employees, and contractors are not governed by this Agreement and are not represented by SCMPEA. Employees who work less than full time are not represented by SCMPEA. If an Employee who had occupied a Temporary, Provisional, or grant-funded Position is subsequently hired into the same job class as a Regular Employee, he/she shall be placed in the step level nearest to but not lower than his/her last Pay Rate as a Temporary, Provisional, or grant-funded Employee.

5. Job Requirements.

The parties agree that positions requiring a license or certification must maintain a valid cense or certification as required for their position, as a condition of employment. The parties agree to address SB2 and decertification of POST, likely to be incorporated as a policy in the Police Manual.

ARTICLE ~~11~~2 CITY RIGHTS

1. Except as limited by the specific and express terms of this Agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California, the Suisun City Code, and/or the laws and Constitution of the United States of America.

2. Regardless of any provision contained in this Agreement or which may be inferred from this Agreement, the City shall retain and shall have the right to exercise the following exclusive rights which include, but are not limited to, the following:

A. The right to hire and fire.

B. The right to determine the mission of its constituent departments, divisions, commissions, and boards.

C. The right to set standards of service and municipal fees and charges.

D. The right to determine the procedures and standards of selection for employment, assignment, transfer, and promotion of applicants and Employees, provided in the case of Employees that the exercise of such right shall not infringe on any rights that Employees have under this Agreement.

E. The right to direct its Employees.

F. The right to discharge or suspend Employees for just cause and take other disciplinary actions against its Employees as set forth herein.

G. The right to relieve its Employees from duty because of lack of work or other legitimate reasons.

H. The right to maintain the efficiency of governmental operations.

I. The right to determine the methods, means, and staffing to conduct governmental operations.

J. The right to determine and re-determine job content and job classifications.

K. The right to contract out any work which is now being performed by Employees of the City or which shall be performed in the future by Employees of the City, provided this only occurs in those situations where the tasks cannot be accomplished by current SCMPEA members as efficiently, economically, and expediently as can be achieved by such contracting out, provided that the City shall make every reasonable effort to place Employees displaced by such contracting out in other City service requiring similar skills as the work performed by the Employee when displaced by the contracting out and which requires minimal training to afford the Employee opportunity to adequately perform the new position.

L. The right to take all necessary actions to carry out the mission of the City, its constituent departments, divisions, or commissions and boards in cases of emergencies.

M. The right to exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE ~~III~~3 EMPLOYEE RIGHTS

Subject to the provisions of Resolution No. 74-33, Employees of the City shall have the right to form, join, and participate in the activities of a Recognized Employee Organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of Recognized Employee Organizations.

ARTICLE ~~IV~~4 PERSONNEL RULES AND REGULATIONS

Administrative Directive – AD 7, the City's Personnel Rules and Regulations (hereinafter "Personnel Rules"), was approved by City Council Resolution No. 2011-52 on June 7, 2011. Except as may be provided in this Agreement, the applicable sections of the Personnel Rules, as may be amended from time to time, shall apply to the Employees represented by SCMPEA. Prior to amending

Resolution No. 2011-52 regarding wages, hours, or other terms and conditions of employment, the Parties shall first meet and confer on the modifications as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq*.). Unless otherwise provided in this Agreement, the definitions of terms used in this Agreement shall be the definitions provided in Chapter 2 of the Personnel Rules.

ARTICLE ~~V~~5 NO DISCRIMINATION

It is agreed that neither SCMPEA, nor the City shall discriminate against any Employee because of race, national origin, gender, SCMPEA membership, protected concerted SCMPEA activity, or refusal to join SCMPEA.

For an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.

For a labor organization, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to exclude, expel, or restrict from its membership the person, or to provide only second-class or segregated membership or to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of the person in the level of representation provided to that individual, the ability to run for an office in the association or to discriminate in any way against any of its members.

ARTICLE ~~VI~~6 ASSOCIATION ACCESS

1. SCMPEA Business.

All SCMPEA business will be conducted by Employees and SCMPEA representatives outside of established working hours. Nothing herein shall be construed to prevent a SCMPEA representative or an Employee from contacting the City Manager or other management representatives regarding personnel-related matters during working hours.

2. Work Locations.

The authorized SCMPEA ~~Business Agent~~Representative, if any, shall be given access to work locations during working hours, provided that prior to visiting any work location the SCMPEA representative notifies the City.

3. Shop Stewards.

In addition to the president, two stewards shall be appointed by the SCMPEA as alternate representatives to assist in resolving workplace issues and other representational duties including but not limited to Grievances.

4. Release Time.

The City may grant a total of 16 hours of paid time for the president and two stewards to attend training scheduled during the Employee's normal working hours. Those hours may be split among the three SCMPEA officials at SCMPEA's discretion. The SCMPEA will be responsible for overseeing the time used and calculating the time remaining. The SCMPEA must notify the ~~Assistant City Manager~~ Department Head and Human Resources with each approved time off request. The SCMPEA president shall submit written requests for release time to the Employee's immediate supervisor. The supervisor's decision to approve will be based on the operational needs of the City. The Employee and SCMPEA president will certify the Employee's attendance. Unused training hours may accrue to a maximum of 32 hours.

5. Labor/Management Committee.

The City and the SCMPEA agree to set up a Labor/Management Committee to encourage open communication, to promote harmonious relations, and to resolve matters of mutual concern. The committee will meet quarterly or as mutually agreed to by the Parties. The Committee will be composed of one representative from the City, one representative from the SCMPEA, and the SCMPEA ~~Business Agent~~Representative, if any. The meetings are informal and are not intended to be for discussion of issues handled under other provisions herein such as grievances, disciplinary actions, or negotiations.

6. Employee Orientation & Contact Information.

All Employees will receive a New Employee Orientation within their first five (5) regular Workdays of employment with the City. The New Employee Orientation will be presented by Human Resources Division staff members at a time and place determined by the City. The purpose of the orientation is to review and complete required payroll, insurance, benefits, and similar required documentation; to train the Employee regarding City and/or Departmental policies, procedures, and specific requirements of the position; and to provide other necessary information. At no time during the orientation shall a City or SCMPEA representative provide derogatory information or advocacy about the other.

A. The City will provide SCMPEA notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.

B. One (1) SCMPEA representative, officer, steward, or member will be provided an opportunity for a 15-minute private session with the new Employee during the New Employee Orientation. SCMPEA may provide written information to be included with the orientation materials, in lieu of such a private session. Two (2) business days prior to the

New Employee Orientation, SCMPEA will provide to Human Resources the name and the contact information of its participating representative. The City and SCMPEA will mutually agree to a suitable time during the New Employee Orientation for SCMPEA's private meeting with the new Employee. Such private meeting will occur at the same location as the New Employee Orientation.

C. Within 30 days of hire, and annually thereafter, the City will provide SCMPEA with Employee contact information, including name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the City, and home address, in electronic format as required by State law for all represented Employees.

~~D. The City shall deduct from twenty-four (24) paychecks of unit employees the regular [periodic] Association membership dues as certified by an authorized official of the Association, and transmit such deductions monthly to the Association. Such deduction shall be made only when the Association member's earnings for a pay period are sufficient after other legally required deductions are made. It is agreed that the City assumes no liability on account of any actions taken pursuant to this section.~~

~~E. The Association will provide the City a minimum of thirty days' notice of any change in the amount of membership dues to be deducted~~

~~F.~~D. ~~The City agrees to provide SCMPEA with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within thirty (30) days of the date of hire.~~ The City also agrees to provide SCMPEA with a list of the foregoing information for all bargaining unit employees at least once every 120 days at SCMPEA's written request.

~~G.~~E. Notwithstanding the foregoing, in accordance with Government Code Section 6254.3(a)(3), the City will not provide SCMPEA with the home address or any phone number on file with the City of any employee performing law enforcement-related functions. For purposes of this Agreement, "law enforcement-related functions" includes any City police department employee and any City code enforcement officer. In accordance with Government Code Section 6254.3(c), the City will not provide SCMPEA with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information (except, with respect to personal email addresses, as may be necessary to comply with the California Public Records Act).

7. Dues Deduction.

SCMPEA may request that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by SCMPEA, from the wages and salaries of SCMPEA members. SCMPEA hereby certifies that

SCMPEA has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Accordingly, SCMPEA membership dues shall be deducted over 24 pay periods in accordance with the City procedures and provisions of applicable law from the salary of each employee whose name is provided by SCMPEA. Such deduction shall be made only when the SCMPEA member's earnings for the subject pay period are sufficient after other legally required deductions are made.

A. Remittance of the aggregate amount of all such monies shall be made by the City to SCMPEA at the conclusion of each payroll period in which said dues were deducted. Any changes in SCMPEA dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.

B. SCMPEA shall have a duty to defend and shall indemnify and hold harmless the City against any liability arising from a claim, demand, or other action relating to any SCMPEA requested deduction, or any provision or obligation set forth in this Article. The City reserves the right to select its own counsel for its defense hereunder at the SCMPEA's expense.

~~1. Maintenance of Membership. Any employee in the SCMPEA represented bargaining unit who has authorized SCMPEA dues deductions prior to the City Council's approval and adoption of this Agreement or at any time subsequent to such approval and adoption, shall continue to have such dues deductions made by the City during the term of this Agreement; provided, however, that any employee in the unit may terminate such dues deduction during the first thirty (30) days immediately following the City Council's approval and adoption of this Agreement and during the period of December 1 through December 31 of each year of the Agreement by notifying SCMPEA in writing of his/her termination of the dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, job classification, and department name. SCMPEA will provide the City's Human Resources Department with the appropriate documentation to process these dues deduction cancellations within ten (10) business days after the close of the withdrawal period.~~

ARTICLE ~~VII~~7 COMPENSATION

1. Salaries. ~~Assuming funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City proposes to provide additional pay to all bargaining unit employees as follows:~~

~~Miscellaneous. The City will provide a $2.00 per hour non-pensionable additional pay on top of the base pay rate for all represented miscellaneous job classes (except the Police Support Services Manager).~~

~~Police Support Services Manager. The City will provide a $4.00 per hour non-pensionable additional pay on top of the base pay rate.~~

~~Police and Fire. The City will provide a $6.00 per hour non-pensionable additional pay on top of the base pay rate for all represented safety job classes.~~

~~Additional pay increases will be effective retroactively to July 1, 2021, if the Tentative Agreement is ratified and signed by Union at least one day prior to the City Council meeting scheduled for July 6, 2021. Alternatively, the premium increase will be effective the first full pay period after City Council adoption of the Tentative Agreement.~~

~~E. Payments will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 30, 2023.~~

~~F. The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired on June 30, 2021 and shall not be included in this successor MOU.~~

A. Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the base wage rates set forth in the Citywide Salary Schedule shall be adjusted as follows:

Job Class	Monthly Salary Prior to Base Wage Adjustment Eff. 5/26/23	Base Wage Increase Eff. 5/26/23	Approx. % of Base Wage Increase Eff. 5/26/23	Approx. Monthly Salary Eff. 5/26/23	Proposed Wage Adjustment (Rounded 3 decimal points)	Approx. New Monthly Top Step	Total % Change
Accountant	$7,170	$2/hour	4.8%	$7,517	0.000%	$7,517	4.8%
Assistant Engineer	$8,272	$2/hour	4.2%	$8,619	-0.355%	$8,588	3.8%
Assistant Planner	$7,170	$2/hour	4.8%	$7,517	-0.406%	$7,486	4.4%
Associate Engineer	$9,100	$2/hour	3.8%	$9,447	0.005%	$9,447	3.8%
Associate Planner	$7,888	$2/hour	4.4%	$8,235	0.000%	$8,235	4.4%
Building Inspection Services Manager	$9,100	$2/hour	3.8%	$9,447	-0.837%	$9,367	2.9%
City Engineer	$11,381	$2/hour	3.0%	$11,728	8.996%	$12,783	12.3%
Deputy City Clerk (C)	$6,289	$2/hour	5.5%	$6,635	13.961%	$7,562	20.2%
Deputy Fire Chief	$11,954	$6/hour	8.7%	$12,994	0.000%	$12,994	$8.7%
Dispatch/ Records Supervisor	$6,727	$4/hour	10.3%	$7,421	8.899%	$8,081	20.1%
Division Fire Chief	$10,403	$6/hour	10.0%	$11,443	0.507%	$11,501	10.6%

Job Class	Monthly Salary Prior to Base Wage Adjustment Eff. 5/26/23	Base Wage Increase Eff. 5/26/23	Approx. % of Base Wage Increase Eff. 5/26/23	Approx. Monthly Salary Eff. 5/26/23	Proposed Wage Adjustment (Rounded 3 decimal points)	Approx. New Monthly Top Step	Total % Change
Finance Manager	$9,100	$2/hour	3.8%	$9,447	16.557%	$11,011	21.0%
Fire Marshal	$10,403	$6/hour	10.0%	$11,443	0.507%	$11,501	10.6%
Housing Programs Manager	$9,403	$2/hour	3.7%	$9,750	0.000%	$9,750	3.7%
IT Services Manager	$9,100	$2/hour	3.8%	$9,447	20.406%	$11,374	25%
Management Analyst I	$7,170	$2/hour	4.8%	$7,517	-0.406%	$7,486	4.4%
Management Analyst II	$7,888	$2/hour	4.4%	$8,235	0.000%	$8,235	4.4%
Marketing Manager	$7,200	$2/hour	4.8%	$7,547	8.364%	$8,178	13.6%
Police Commander	$11,954	$6/hour	8.7%	$12,994	14.356%	$14,859	24.3%
Police Support Services Manager	$9,100	$4/hour	7.6%	$9,793	0.000%	$9,793	7.6%
Principal Planner	$10,412	$2/hour	3.3%	$10,758	1.041%	$10,870	4.4%
Project Manager	$8,282	$2/hour	4.2%	$8,628	9.000%	$9,405	13.6%
Public Works Superintendent	$10,326	$2/hour	3.4%	$10,673	0.825%	$10,761	4.2%
Public Works Supervisor	$6,695	$2/hour	5.2%	$7,042	10.921%	$7,811	16.7%
Recreation Manager	$7,888	$2/hour	4.4%	$8,235	9.224%	$8,995	14.0%
Recreation Supervisor	$5,825	$2/hour	6.0%	$6,172	12.173%	$6,923	18.8%
Senior Accountant	$8,282	$2/hour	4.2%	$8,628	0.185%	$8,644	4.4%
Senior Associate Engineer	$10,010	$2/hour	3.5%	$10,357	0.335%	$10,391	3.8%
Senior Building Inspector	$8,282	$2/hour	4.2%	$8,628	-4.507%	$8,240	-0.5%
Senior Management Analyst	$8,676	$2/hour	4.0%	$9,023	0.394%	$9,059	4.4%
Senior Planner	$8,676	$2/hour	4.0%	$9,023	0.394%	$9,059	4.4%

B. The base wage increases provided effective 5/26/2023 to the employee's position within the range decreased the differential between steps to less than 5% as was identified by the alpha numerical salary ranges established for the following classifications: Deputy Fire Chief, Division Fire Chief, Police Support Services Manager, Principal Planner, and Public Works Superintendent. The alpha salary range will be eliminated once the proposed base wage adjustments for the successor MOU are implemented. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range assigned to their classification and will advance one pay step to avoid a negative salary adjustment as a result of implementing this provision. This shall not affect the incumbent's anniversary

dates or eligibility for future merit increases. Nothing herein requires the City to maintain the 5% differential between steps.

C. The aforementioned base wage adjustments will be effective the first pay period following 7/1/2023, should the parties reach a tentative agreement that is ratified by the SCMPEA membership no later than 6/30/2023 and subsequently signed by its representatives no later than 7/6/2023.

D. Effective the last full pay period of June 2025, represented employees shall receive a two-point five (2.5%) percent Cost of Living Adjustment (COLA), condition precedent on if the City's actual revenues for Fiscal Year 2023/24 exceed actual revenues for Fiscal Year 2022/2023 by at least three (3%) percent.

E. Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the current incumbent Fire Marshal shall receive a lump sum retention bonus of one thousand dollars ($1,000.00). The aforementioned lump sum retention bonus will be provided the first pay period following 7/1/2023 should the parties reach a tentative agreement that is ratified by the SCMPEA membership no later than 6/30/2023 and subsequently signed by its representatives no later than 7/6/2023.

F. Effective the first full pay period of July 2024, the current incumbent Fire Marshal, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars ($1,000.00).

G. Effective the first full pay period of January 2025, the current incumbent Fire Marshal, if still on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars ($1,000.00).

2. Salary Schedule.

The Salary Schedule for SCMPEA Employees will be converted to a 5-step pay scale as of the effective date of ~~City Council adoption of this Tentative Agreement~~ the SCMPEA MOU 2021-23.

3. Acting Pay.

Employees covered by this Agreement shall receive Acting Pay under the following conditions:

A. Employees must qualify to receive Acting Pay when assigned in writing to ~~by~~ act~~ing~~ in ~~the~~ a higher job class and ~~performing~~ to perform substantially the full range of duties and responsibilities of the higher job class for a minimum period of two weeks. ~~The qualifying period may be satisfied one full workday at a time.~~

~~Employees who have met this requirement after July 1, 2001, and who are recommended by their supervisor and Department Head may be certified as having met the qualifying period.~~

B. Employees who are ~~certified~~ assigned to act in a higher job class will receive Acting Pay in an amount of at least five (5%)~~.0~~ percent and no more than ten (10%)~~.0~~ percent of their current salary whenever they are assigned to act in the higher job class for a minimum of two consecutive weeks, retroactive to the first day of the assignment, while performing substantially the full range of duties and responsibilities of the higher job class.

C. In order to receive Acting Pay, there must exist a budgeted position, the assignment must be made in writing, employees must meet the minimum qualifications of the higher job class, and employees may not refuse to perform any duty or responsibility of the higher job class. Exceptions to meeting the minimum qualifications of the higher job class may be made on a case-by-case basis, depending on operational need, with concurrence between the department head and Human Resources, subject to City Manager approval.

D. Acting Pay shall not be applied to a request to cash-out any form of paid leave, or payment for accrued and unused paid leave hours ~~on the books~~ at time of separation.

4. Special Circumstances – Police Support Services Manager.

The Police Support Services Manager position is exempt from the payment of Overtime for all hours worked in addition to that Employee's assigned work hours with the exception of the following Special Circumstance:

A. The Police Support Services Manager will not be compensated for hours worked in addition to scheduled work hours when performing the supervisory duties of the position.

B. If, as a result of a Critical Staffing Shortage, the Police Support Services Manager is assigned by their supervisor to work a full shift as a Public Safety Dispatcher during scheduled days off, those hours will be compensated at the rate of time and one-half of the salary rate of a Public Safety Dispatcher II E-Step.

C. Critical Staffing Shortage will be deemed to have occurred when the number of available Public Safety Dispatchers is inadequate to cover the required number of shifts. The number of available Public Safety Dispatchers must be at a level to allow a minimum of one-off day every four days.

D. During Critical Staffing Shortages, the Suisun City Police Department incorporates 12-hour work shifts within the Communication/Records Center. This scheduling requires a minimum of two (2) Public Safety Dispatchers to cover each 24-hour day.

E. During the Critical Staffing Shortages, the Suisun City Police Department Communications Center will be staffed with one (1) Public Safety Dispatcher.

E. A Non-Critical Staffing Period is one in which adequate staffing is available to fill an unexpected vacancy or a shift shortage. The Police Support Services Manager is authorized to require an available Public Safety Dispatcher to fill a shift vacancy. Should the Police Support Services Manager choose to work a vacant shift to avoid requiring an available Public Safety Dispatcher to work, the time worked will not be compensable.

G. During scheduled workdays, the Police Support Services Manager will not receive Overtime compensation when required to extend the workday up to two (2) hours to fill an unexpected shift vacancy as a Public Safety Dispatcher.

5. Special Circumstances – Police Commander.

Police Commanders will receive extra compensation at the rate of time and a half for actual hours worked outside of normal scheduled work hours when required to respond after hours, in person, to critical emergencies, as authorized by the Police Chief. The Police Commanders will not be compensated for hours worked in addition to scheduled work hours when performing their general duties which may extend their workday.

6. Fire Duty Chief Standby Pay.

Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each 24-hour shift, ~~Fire~~ Division Fire Chiefs and Deputy Fire Chiefs may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. ~~Effective retroactive to July 1, 2020, Fire~~ Division Fire Chiefs and Deputy Fire Chiefs assigned to serve as Duty Chief shall receive non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: $200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), $200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and $200 per weekend evening shift j(8:30 p.m. to 8:29 a.m.). It is expected that such assignment would be made on a monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. The Fire Chief may share in this assignment rotation. For example, if three Employees were to share Fire Duty Chief responsibilities, each would be assigned 10 days spread over a 30-day month, adjusted appropriately for months of greater of lesser days. Employees must be scheduled for Fire Duty Chief Standby in Such a manner as to ensure at least two-consecutive days off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. 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, but shall not assign him/herself any greater participation than assigned to any single ~~Fire~~ Division Fire Chief or Deputy Fire Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

7. Longevity Pay.

A. Police and Fire Safety Longevity Pay.

Upon the completion of five (5) years of continuous full-time service, represented employees shall be entitled to a three (3%)~~.0~~ percent increase in compensation; employees who complete ten (10) years of continuous full-time City service shall be entitled to an additional three (3%)~~3.0~~ percent increase in compensation (for a total of six (6%)~~6.0~~ percent).

B. Miscellaneous Employee Longevity Pay.

Effective the first pay period following 7/1/2023, upon the completion of ten (10) years of continuous full-time City service, represented employees shall be entitled to a two (2%) percent increase in compensation. Employees who complete fifteen (15) years of continuous full-time City service shall be entitled to an additional two (2%) percent increase in compensation (for a total of four (4%) percent).

Effective the first pay period in July 2024, upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a two (2%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City service, shall be entitled to a two (2%) percent increase in compensation; employees who complete fifteen (15) years of continuous full-time service shall be entitled to an additional two (2%) percent increase in compensation (for a total of six (6%) percent).

8. Notary Pay.

Any employee that possesses an official Notary Commission and is required to perform these duties in addition to their normal job duties shall be afforded a monthly $50 allowance, approved by the employee's Department Head. The City will provide the cost of training, certification, recertification, bond, insurance and recording with the County Recorder of the Notary Commission for any employees required to obtain and maintain an official Notary Commission.

ARTICLE ~~VIII~~8 HOURS OF WORK

1. Attendance.

Employees shall be in attendance at their workstation in accordance with departmental schedules unless on approved leave.

2. Work Schedules.

At the discretion of the City, Regular, Full-Time Employees shall be assigned to one of the following work schedules:

A. A 40.0-hour workweek consisting of five consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at noon on Friday through noon on the following Friday. All other work schedules shall be considered Alternative Work Schedules.

B. An Alternative Work Schedule, such as four consecutive 10.0 hour days in a seven-day period beginning at noon on Friday through noon on the following Friday (hereinafter "4/10"), or nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter "9/80"), or any other configuration approved by the Department Head and City Manager. Assignment to an Alternative Work Schedule is subject to Department Head recommendation and City Manager approval and shall not be considered permanent. At such time as the Department Head and City Manager determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.

C. Non-Exempt Employees shall not be scheduled to work more than seven consecutive days without two scheduled days off, except in emergency situations.

D. Employees assigned to an Alternative Work Schedule may have the start of the workweek changed in accordance with the requirements set forth in the Fair Labor Standards Act.

E. Employees may temporarily flex their schedules with the prior approval of their Department Head, so long as the new schedule meets the City's needs and the Employee works a full schedule or makes up the shortfall with paid leave.

3. Executive Leave.

Rules regarding Executive Leave are set forth in Section 8.5 of the Personnel Rules, Administrative Directive. In lieu of Overtime/CTO, 80 hours shall be deposited into the Executive Leave account of each eligible employee in the bargaining unit in the first full pay period of each fiscal year. Additionally, an eligible employee will receive one hour of Executive Leave for each hour of work assigned and approved by their Department Head, that is worked outside of the regular work day, not to exceed 40 additional hours per fiscal year (i.e. 120 Executive Leave accrued for hours for the fiscal year). Examples of such assigned tasks outside of the regular workday are City Council meetings, City events, or emergency response.

The cash-out options below shall supersede the provisions of Section 8.5 of the Personnel Rules, Administrative Directive:

A. 1-10 years of service with Suisun City – 40 hours;

B. After completing 10 years and higher – 50 hours;

C. Any Executive Leave accumulated over 80 hours due to working hours outside of the Employee's normal workday as described above, may be cashed out once each fiscal year according to the cash-out rules.

4. Executive Leave Cash-Out.

Employees can cash-out Executive Leave in the amounts depicted in Section 3 above in January. The Finance Department will send out a request form, in November of the preceding calendar year, that includes written verification of each employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Executive Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form. With the exception of the January cash-out, Employees may not cash-out Executive Leave except upon leaving City Service. No Executive Leave cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

5. Conflict with FLSA.

The City and SCMPEA acknowledge that where this Article may conflict with the Fair Labor Standards Act, the Act shall take precedence.

6. Enforcing Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be enforced as follows: for Miscellaneous and Fire Safety employees, Vacation and Holiday leave accruals shall be enforced effective October 1, 2023, and Executive leave accruals shall be enforced effective January 8, 2024. For Police Safety employees, all leave accruals shall be enforced effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down fifty (50%) percent of any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The remaining fifty (50%) percent excess accrued leave as of the last full payroll period in June 2023 will be tracked in a separate excess leave accrual bank. The City will buy down the remaining excess leave accruals in January 2024 at the employees' June 2023 pay rate. The parties agree that Miscellaneous and Fire Safety employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their Vacation and Holiday leave accruals below the contractual leave caps, and until January 8, 2024, to maintain and/or reduce their Executive leave accruals below the contractual leave caps, at which time employees will no longer be allowed to exceed the leave caps. The parties agree that Police Safety employees will have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps. Those who are still over the cap on or after October 1, 2023, January 8, 2024, or July 1, 2024, respectively, shall cease accruals until their accrual balance falls below the leave cap and shall not be allowed to accrue leave over the cap from thereon. The parties understand that after buying down the excess accrued leave to the accrual leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the aforementioned ninety (90) day, six (6) month, and one (1) year grace periods to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the accrual cap is once again enforced.

~~ARTICLE IX FIRE CAPTAIN GUIDELINES~~

~~Work Schedule. In addition to those work schedules already set forth in the SCMPEA MOU, Fire Captains will be assigned to a 48/96 work schedule consisting of 24-hour shifts to comprise a 56-hour workweek to be determined by the Fire Chief.~~

~~Overtime Pay. For the purpose of Overtime and minimum time calculations, an Employee may not be paid twice for the same time period. If time periods overlap, then the time shall be calculated as a continuous work period.~~

~~The City agrees to compensate Employees scheduled to a 48/96 schedule consisting of a 56-hour workweek at a rate of one and one-half times the Employees' regular rate of pay, as that phrase is defined in the FLSA (hereinafter "Overtime Rate") for each hour of work required in excess of their scheduled 53 hours per workweek.~~
~~The City will implement reporting of time worked over the FLSA threshold of 53 hours per workweek as premium pay in accordance with California Code of Regulations (CCR), Title 2, Section 571.~~
~~Employees shall be compensated at the applicable Overtime Rate for work assigned in excess of the regularly scheduled work day.~~
~~For purposes of Overtime computation, all paid time, including Sick Leave, Vacation Leave, Holiday Leave and Compensatory Time Off (the "CTO"), shall be considered hours worked.~~
~~All overtime hours must be approved in advance by the Fire Chief or his/her designee; provided, however, that when emergency conditions exist, the Fire Chief or his/her designee may approve exceptions to this procedure.~~

~~Overtime Credited as CTO. Except as provided in Section c. of this agreement section, overtime worked may be credited as CTO or be paid as overtime at the discretion of the Employee. CTO will be credited at a rate of one and one-half times the overtime hours worked. The maximum accumulation of CTO is as follows:~~

~~First 10 years of City service: 160.0 hours;~~

~~Over 10 years of City service: 200.0 hours;~~

~~Any Overtime worked in excess of these limits shall be compensated on a paid basis.~~

~~Above CTO Limit. If an Employee is at or above the CTO Limit, then he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40.0 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Upon separation of service, an Employee is entitled to receive the cash value of all accrued CTO.~~

~~Conversion of Executive Leave to CTO. Employees with an accrued Executive Leave Balance may convert such leave balance to CTO on an hour for hour basis subject to established limits. Of the Fiscal Year 2018-19 Executive Leave of 80 hours deposited on July 1, 2018, 40 hours will be~~

~~returned to the City as a prorated share. Administrative Leave Balance in excess of established limits will be paid to the Employee as cash value.~~

~~Salaries. The City will provide hourly compensation for Fire Captains at the same monthly rate as contained in the Citywide Salary Schedule. Hourly rates will be calculated to reflect Alternative Work Schedules described herein.~~

~~Call Back. All hours worked when called back to work will be paid at the overtime rate. An employee will be paid a minimum of two (2) hours of call back pay. Call Back Pay will commence when the employee departs to the requested work location.~~

~~Paid Leave. All paid leave (Sick Leave, Vacation Leave, Holiday Leave, and Executive Leave) shall be charged to the Employee's paid leave balance(s) for all hours not worked up to the scheduled hours for that day(s). For example, if an Employee is off sick on a 12.0-hour day, that Employee's Sick Leave balance would be reduced by 12.0 hours for that absence. Similarly, if a Holiday falls on a 12.0-hour Workday, the Employee would receive 9.9 hours of Holiday Time Off and the balance of 2.1 hours may be made up through use of Vacation Leave, Holiday Leave, or Executive Leave. Sick Leave may not be used to make up for Holiday Time Off shortfalls.~~

ARTICLE ~~X~~9 VACATION LEAVE

Use of Vacation Leave requires prior written approval by the Department Head or designee. Employees are encouraged to take vacations lasting at least one week. Vacation Leave may not be granted in excess of the Vacation Leave balance that has been accrued at the time that the Vacation Leave is granted.

1. Vacation Accrual.

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

A. For the First Five Years of Service. Employees shall earn and be credited with Vacation Leave at the rate of 80.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.

B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.

C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.

D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate of 184.0 hours per year for those working 40.0 hours per week or 9/80 two-week schedule.

~~2. Fire Vacation Accrual.~~

~~A. For the First Five Years of Service: Employees shall earn and be credited with Vacation Leave at the rate of 112.0 hours per year for those working a 56 hour per week schedule.~~

~~B. Commencing at the start of the Six Year: Employees shall earn and be credited with Vacation Leave at the rate of 168.0 hours per year for those working a 56 hour per week schedule.~~

~~C. Commencing at the start of the Eleventh Year: Employees shall earn and be credited with Vacation Leave at the rate of 224.0 hours per year for those working a 56 hour per week schedule.~~

~~D. Commencing at the start of the Sixteenth Year: Employees shall earn and be credited with Vacation Leave at the rate of 257.6 hours per year for those working a 56 per week schedule.~~

~~3~~2. Maximum Accumulation.

Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 years of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

~~4~~3. Vacation Cash-Out.

Employees may Cash-out a maximum of forty (40) hours in January of each year as long as there remains a minimum of eight (8) hours in employee's vacation leave after cash-out. The Finance Department will send out a request form, in November of the preceding calendar year, that includes written verification of each employee's current Vacation Leave Balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Vacation Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form. With the exception of the January cash-out, ~~-~~Employees may not cash-out Vacation Leave except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

4. Enforcing Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be enforced as follows: for Miscellaneous and Fire Safety employees, Vacation and Holiday leave accruals shall be enforced effective October 1, 2023, and Executive leave accruals shall be enforced effective January 8, 2024. For Police Safety employees, all leave accruals shall be enforced effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down fifty (50%) percent of any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The remaining fifty (50%) percent excess accrued leave as of the last full payroll period in June 2023 will be tracked in a separate excess leave accrual bank. The City will buy down the remaining excess leave accruals in January 2024 at the employees' June 2023 pay rate. The parties agree that Miscellaneous and Fire Safety employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their Vacation and Holiday leave accruals below the contractual leave caps, and until January 8, 2024, to maintain and/or reduce their Executive leave accruals below the contractual leave caps, at which time employees will no longer be allowed to exceed the leave caps. The parties agree that Police Safety employees will have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps. Those who are still over the cap on or after October 1, 2023, January 8, 2024, or July 1, 2024, respectively, shall cease accruals until their accrual balance falls below the leave cap and shall not be allowed to accrue leave over the cap from thereon. The parties understand that after buying down the excess accrued leave to the accrual leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the aforementioned ninety (90) day, six (6) month, and one (1) year grace periods to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the accrual cap is once again enforced.

5. Holiday During Vacation.

An Employee is not charged Vacation Leave for a Holiday occurring during his/her Vacation Leave.

6. Illness During Vacation.

If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.

7. Separation from Service.

Upon separation from service, an Employee is entitled to receive the cash value of all accrued Vacation Leave.

8. Upon Death.

When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

ARTICLE ~~XI~~10 UNIFORMS AND UNIFORM ALLOWANCES

1. Uniform Allowances.

Annually the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

Job Class	Total
Division Fire Chief	$1300
Dispatch/Records Supervisor	$900
Deputy Fire Chief	$1300
Fire Marshal	$1300
Police Commander	$1300
Police Support Services Manager	$900
~~Fire Division Chief~~	~~$1300~~
~~Fire Captain~~	~~$900~~

Uniform allowance will be paid on the regular paychecks of a pro-rata basis, equally divided across each of the 26 paychecks.

2. Other Uniforms.

During the term of this Agreement, the City shall continue to supply Public Works Supervisors with the required uniform components as determined by the Public Works Director/City Engineer in a written departmental policy.

ARTICLE ~~XII~~11 RETIREMENT BENEFITS

The Public Employees' Pension Reform Act of 2013 (PEPRA) provides that all Employees who are currently participating in a CalPERS retirement plan, or those who have had a break in service that does not exceed six months, shall be considered "Classic" Employees. All new Employees who do not meet this criteria shall be considered PEPRA New Employees.

1. Classic Miscellaneous Employee Benefits.

Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, with One-Year Final Compensation, ,including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. All Miscellaneous employees covered by this MOU will receive an increase to their base hourly rate of 7.5 percent in exchange for Classic Miscellaneous employees paying the full employee contribution along with PEPRA employees as soon as practicable after CalPERs approval of the EPMC change.

2. Classic Safety Fire Employee Benefits.

Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, with One-Year Final Compensation, including the 1959 Survivor's Benefit Level 3,

for Safety Fire Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. The salaries for Employees covered under the Safety Fire PERS Plan have been increased by 5.0 percent in lieu of the City's provision of 2.0 percent at 50 Safety Fire Retirement Plan. All Fire Safety employees covered by this MOU will receive an increase to their base hourly rate of 7.5 percent in exchange for the Classic Safety Fire Employees paying the full employee contribution along with PEPRA employees as soon as practicable after CalPERS approval of the EPMC change.

3. Classic Safety Police Employee Benefits.

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

A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").

B. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

D. All Safety Police employees covered by this MOU will receive an increase to their base hourly rate of 5.5 percent in exchange for the Classic Safety Police Employees paying the full employee contribution along with PEPRA employees as soon as practcible after CalPERS approval of the EPMC change.

4. PEPRA New Miscellaneous Employee Benefits.

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

5. PEPRA New Safety Fire Employee Benefits.

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

6. PEPRA New Safety Police Employee Benefits.

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

7. Sick Leave Conversion.

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

ARTICLE ~~XIII~~12 MEDICAL & DENTAL INSURANCE

1. Core Flex Plan.

The City will contribute ~~the following~~ a Core Flex Plan amount~~s toward the monthly premium cost based on the 2021~~ equivalent to the Kaiser Permanente Region 1 Premium~~:~~ for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost.

~~Time Period Employee Employee + One Employee + Family~~
~~7/1/21 through MOU Term $813.64 $1,627.28 $2,115.46~~
~~Or the equivalent of the Kaiser Permanente Region 1 Premium, whichever is greater.~~

~~———~~Should the health plan premium cost, selected by the employee, be less than the Kaiser Permanente Region 1 premium ~~cost be less than the amounts listed above~~, the City shall pay no more that the full cost of the Kaiser Permanente rate, with the difference between the cost of the selected health plan premium and the maximum provided by the city eligible to be applied toward the cost of vision and dental premiums ~~for employees who select Kaiser Permanente~~.

2. Flexible Benefit Options.

The City agrees to provide $500.00 per month (employee only) and $700.00 per month (employee plus one or more dependents) as a Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee ~~must choose~~ choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during ~~the~~ each Open Enrollment Period established ~~in the Suisun~~ by the City ~~Flexible Benefits Plan~~.

3. Restrictions.

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

4. Medical Insurance Benefits after Death While on Duty.

Should a Sworn Police member of SCMPEA lose his/her life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member's immediate dependent family. Said payments will continue for a period of up to three years, providing the City's insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City's medical plan at its own cost after the three years has elapsed, providing that the plan allows for continued participation.

5. Medical Conversion Plan.

Sworn Police members of SCMPEA with 12 years or more of service with the City, who separate from City service on good terms, may remain on the City's medical plan, providing that the plan allows for continued participation. The member shall assume full responsibility for payment of the insurance premium.

6. Sick Leave Conversion to Fund Medical Premiums.

Upon normal retirement from the City by a Sworn Police member of SCMPEA, 25.0 percent of an Employee's Sick Leave balance may be converted to a cash equivalent and used to fund medical premiums. This conversion will be deducted from the amount reported for PERS credit in Subsection 3.A. of Article VIII.

ARTICLE ~~XIV~~13 LIFE INSURANCE AND DEFERRED COMPENSATION

1. Life Insurance.

The City agrees to provide a $200,000 term and accidental death and dismemberment insurance policy for each represented Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.

2. ~~ICMA~~ Deferred Compensation Plan.

The City agrees to provide the ~~ICMA~~ a 457 Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee's contribution up to four (4%) percent of the employee's base salary or one hundred and eighteen dollars ($118.00) ~~(~~per pay period~~)~~, whichever is greater. The City's match will be contributed to participating Employees on a pay-period basis.

ARTICLE ~~XV~~14 SUPPLEMENTAL INSURANCE

The City has contracted with Colonial ~~to replace Aflac~~ for voluntary supplemental insurance benefits~~. As of 7/1/2021, the City will no longer deduct Aflac payments via payroll deduction. Employees will have the option to continue their Aflac coverage on their own or can enroll in Colonial~~ which will be administered by City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide~~d~~ such voluntary benefits in the best interest of the City.

ARTICLE ~~XVI~~15 MILEAGE REIMBURSEMENT

Employees are encouraged to use City vehicles when conducting City business. When the use of private vehicles is required and approved by the Employee's Department Head, the City shall provide mileage reimbursement at the mileage rate set each November by the Internal Revenue Service (Publication 917). The new rate shall be effective the following January.

ARTICLE ~~XVII~~16 WORKERS' COMPENSATION COVERAGE

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

ARTICLE ~~XVIII~~17 STATE DISABILITY INSURANCE COVERAGE

1. State Disability Insurance.

The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for employees represented by SCMPEA.

2. Payment of SDI Premiums.

SDI premiums shall be paid in full by the City on behalf of all participating Employees.

ARTICLE ~~XIX~~18 PAYROLL STATUS

1. Payroll Status.

Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:

A. Working Full-Time.

B. Working Part-Time, at least a thirty (30) hour or greater workweek.

C. Working on a restricted or limited duty basis.

D. Off work due to an injury or illness covered under Workers' Compensation.

E. Off work due to an injury or illness covered under State Disability Insurance.

F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).

G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).

H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).

2. Continuation of City-Paid Insurance Premiums.

The City shall continue to contribute the City's share of the health~~,~~ and life~~, and dental~~ insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, ~~CTO~~Executive Leave, and/or Holiday Leave in conjunction with Workers' Comp/SDI benefits to create the equivalent of ~~his/her normal paycheck~~ at least a thirty (30) hour or greater workweek.

3. Non-Payroll Status.

A. Any Employee off work on SDI who has exhausted his/her benefits under FMLA, CFRA, or PDL~~, and who is off work pursuant to Subsections E. through H. of this Article~~, and who has insufficient accrued paid leave balances to create the equivalent of ~~a normal paycheck~~at least a thirty (30) hour or greater workweek, shall be considered to be in a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave (Vacation, Sick, Holiday and Executive), and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf. The City will continue to contribute life insurance premiums for employees in a non-payroll status.

B. An Employee off work ~~pursuant to Subsection D. of this Article~~ on Workers' Compensation, and who has insufficient accrued paid leave balances to create the equivalent of ~~his/her normal paycheck~~ at least a thirty (30) hour or greater workweek, shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation, Sick, ~~and~~ Holiday, and Executive); however, the City will continue to contribute the City's share of health insurance premiums on the Employee's behalf for a period of no more than 12 months from the date of injury. The City will continue to contribute life insurance premiums for employees in a non-payroll status.

C. Employees contributing to the 457 Deferred Compensation plan, and who are off work on Workers' Compensation/SDI, will have all contributions to the deferred compensation plan stopped during the time on leave unless they are integrating sufficient accrued paid leave to cover the full amount of the requested deferred compensation plan contribution. Workers' Compensation/SDI benefits are non-taxable benefits, therefore shall not be used toward 457 plan contributions.

ARTICLE ~~XX~~19 WORKERS' COMP/SDI MEDICAL LEAVE

1. Employee Options Regarding SDI Medical Leave.

There are ~~two~~ three options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows:

A. Option 1: Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave.

B. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave, in this order, unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on ~~the application for SDI benefits~~ their Request for Leave (RFL) whether the Employee is integrating Sick Leave, and other leave accruals, with SDI benefits.

~~B.~~C. Option 3: Employees who apply for disability insurance, may provide the City with the supplemental benefits received by SDI, to be credited to a disability leave accrual account, which the City will then reissue to the employees through payroll, enabling employees to remain on payroll status so long as they integrate accrued leave to create at least a thirty (30) hour or greater workweek.

~~C.~~D. The amount of supplement for any hour of any normal Workday shall not exceed the difference between one hundred (100%)~~.0~~ percent of the Employee's normal gross salary rate and the "weekly benefit amount".

2. Medical Leave While on Workers' Comp/SDI.

Employees who are off work on medical leave covered under Workers' Comp or SDI may supplement their insurance coverage benefits to ensure that they receive up to one hundred (100%)~~.0~~ percent of their normal pay.

3. How a Supplement is Treated.

The Employee shall receive up to one hundred (100%)~~.0~~ percent of ~~the Employee's~~ their gross salary rate, including any regular hours worked and leave accruals to cover time off (Sick leave, Vacation, Executive and/or Holiday Leave) until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive up to one hundred (100%)~~.0~~ percent of Employee's gross salary rate ~~less the~~ when combining the supplemental amount provided by Workers' Comp/SDI with integrated leave. ~~Upon deduction of the amount equal to the supplemental amount from the Employee's gross pay, the Employee's Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave shall be credited to the Employee's appropriate benefit accounts in an amount equal to the Employee's hourly Pay Rate.~~

4. Paid Leave Accrual.

An Employee shall earn Sick Leave, ~~and~~ Vacation Leave, and Holiday Leave benefits during any full bi-weekly pay period in which the Employee receives Workers' Comp/SDI benefits and is on Payroll Status. Furthermore, an Employee shall receive service credit including for seniority and

merit step increases during such a period, as long as the Employee is in a Payroll Status with the City~~, as provided in Article XVII~~. Retirement service credit is determined by CalPERS.

5. Leave of Absence While on SDI.

An Employee who is receiving SDI benefits while absent from work, but who is in a Non-Payroll Status with the City is entitled to a leave of absence under Section 10.2 of the Personnel Rules subject to the requirements of that Section.

ARTICLE ~~XXI~~20 SICK LEAVE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a protected leave status shall be required to use available accrued paid leave prior to going leave without pay. Rules pertaining to additional leaves of absence are contained in the City's Personnel Rules and Regulations.

~~**ARTICLE XXII FAMILY OR MEDICAL LEAVE**~~

~~**Rules regarding Family or Medical Leave are set forth in Section 10.2 of the Personnel Rules.**~~

~~**ARTICLE XXIII PREGNANCY DISABILITY LEAVE**~~

~~**Rules regarding Pregnancy Disability Leave are set forth in Section 10.3 of the Personnel Rules.**~~

ARTICLE ~~XIV~~21 LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY

1. The City shall comply with applicable federal and state laws governing work-related injuries, leaves, and compensation.

2. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.

3. The City shall coordinate accrued Sick Leave with Workers' Compensation benefits.

4. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, Executive Leave, and/or Holiday Leave consistent with the provisions of Personnel Rules Subsection 10.3.1. Upon expiration of all paid leave time, an Employee shall be entitled to receive compensation only from the City's Workers' Compensation third-party administrator.

~~**ARTICLE XV BEREAVEMENT / COMPASSIONATE LEAVE**~~

~~**Rules regarding Bereavement/Compassionate Leave are set forth in Section 10.5 of the Personnel Rules.**~~

~~**ARTICLE XXVI CATASTROPHIC LEAVE–SHARING PROGRAM**~~

~~Rules regarding the Catastrophic Leave Sharing Program are set forth in Administrative Directive – AD 10.~~

~~ARTICLE XXVII JURY DUTY~~

~~Rules regarding Jury Duty are set forth in Section 10.6 of the Personnel Rules.~~

~~ARTICLE XXVIII MILITARY LEAVE~~

~~Rules regarding Military Leave are set forth in Section 10.7 of the Personnel Rules.~~

~~ARTICLE XXIX AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY~~

~~Rules regarding Authorized Leave of Absence are set forth in Section 10.8 of the Personnel Rules.~~

~~ARTICLE XXX UNAUTHORIZED LEAVE OF ABSENCE~~

~~Rules regarding Unauthorized Leave of Absence are set forth in Section 10.9 of the Personnel Rules.~~

~~ARTICLE XXXI PAID ADMINISTRATIVE LEAVE~~

~~Rules regarding Paid Administrative Leave are set forth in Section 10.10 of the Personnel Rules.~~

~~ARTICLE XXXII LEAVES IN CONJUNCTION WITH OTHER LEAVES~~

~~Rules regarding Leaves in Conjunction with Other Leaves are set forth in Section 10.11 of the Personnel Rules.~~

~~ARTICLE XXXIII TOTAL LEAVES OF ABSENCE~~

~~Rules regarding Total Leaves of Absence are set forth in Section 10.12 of the Personnel Rules.~~

~~ARTICLE XXXIV DAYS OFF WITHOUT PAY~~

~~Rules regarding Days Off without Pay are set forth in Section 10.13 of the Personnel Rules.~~

ARTICLE ~~XXXV~~22 MUNICIPAL HOLIDAYS

1. Recognized Holidays.

The following are recognized as Holidays:

The first day of January, New Year's Day.

The third Monday in January, Martin Luther King's Birthday.

The third Monday in February, President's Day.
The last Monday in May, Memorial Day.
The nineteenth day of June, Juneteenth.
The fourth day of July, Independence Day.
The first Monday in September, Labor Day.
The second Monday in October, Columbus Day.
The eleventh day of November, Veteran's Day.
The fourth Thursday in November, Thanksgiving Day.
The fourth Friday in November, the day after Thanksgiving Day.
The twenty-fifth day of December, Christmas Day.
One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.
Any date proclaimed by the Mayor of Suisun City as a Holiday.

Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to the meet and confer process.

2. Observance.

When a Holiday falls on Sunday, it shall be observed on the following Monday. When a Holiday falls on Saturday, it shall be observed on the preceding Friday.

3. Holiday Time Off.

An Employee will accrue 8.0 hours of Holiday Time Off when assigned to a workweek of 40.0 hours, or 9.9 hours of Holiday Time Off when assigned to a workweek of 49.5 hours for each observed holiday. An Employee may use Vacation Leave, Executive Leave, or work additional time (on an hour-for-hour basis) during the work period to make up the difference between his/her scheduled time and his/her accrued Holiday Time Off.

4. Holiday Time Off Usage.

Holiday Time Off may be used as follows:

A. When the Fourth of July falls on a day when an Employee is scheduled to work and the Employee is directed to work that day for a period of time up to one-half the number of hours of Holiday Time Off afforded to that Employee, the Employee's Holiday Leave balance shall be credited with an amount equal to one-half the number of Holiday Time Off hours set forth in Section 3 of this Article.

B. When the Fourth of July falls on a day when an Employee is scheduled to work and the Employee is directed to work that day for a period of time equal to at least three-quarters of the number of hours of Holiday Time Off afforded to that Employee, the Employee's Holiday Leave balance shall be credited with an amount equal to the total number of Holiday Time Off hours set forth in Section 3 of this Article.

C. When a Holiday falls on a day when an Employee is not scheduled to work and the Employee does not work that day, the Employee shall have an amount equal to the number of Holiday Time Off hours credited to his/her Holiday Leave balance.

D. When a Holiday falls on a day when an Employee is scheduled to work and the Employee does not work, the Employee shall be compensated as if he/she had worked that day consistent with Section 3 of this Article.

5. Holiday Leave Balance.

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

~~6. Non-Exempt Fire Safety Employee Holidays. The following provisions apply to Non-Exempt Employees assigned to a 48/96 schedule in lieu of other provisions contained in this Article:~~

~~A. For purposes of this subsection, a holiday is any holiday defined or declared in this Article or Section 8.6 of the Personnel Rules. A holiday shall start at 12:00 a.m. and end at 11:59 p.m. of the same calendar day.~~

~~B. Employees who are regularly scheduled, or scheduled with more than 5 days' notice, to work a holiday shall be paid an Overtime Rate of one and one half (1.5) times the Employee's regular rate of pay for each hour worked.~~

~~C. Employees who are called back to work on a holiday outside their normal working hours, with less than 5 days' notice, shall be paid an Overtime Rate of two (2) times the Employee's regular rate of pay for each hour worked.~~

~~D. In lieu of Section 8.6.12 of the Personnel Rules and similar provisions of this Article, Employees shall have deposited into their Vacation Leave banks 8.0 hours of Vacation Leave in the first pay period of July and 8.0 hours of Vacation Leave in the first pay period of January. Such additional leave deposits are subject to Article XVI of this Agreement.~~

~~E. Subsection 2 of this Article and Section 8.6.14 of the Personnel Rules shall not apply.~~

6. Enforcing Leave Caps.

The parties agree that the previous contractually agreed upon leave caps shall be enforced as follows: for Miscellaneous and Fire Safety employees, Vacation and Holiday leave accruals shall be enforced effective October 1, 2023, and Executive leave accruals shall be enforced effective January 8, 2024. For Police Safety employees, all leave accruals shall be enforced effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down fifty (50%) percent of any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2023. The remaining fifty (50%) percent excess accrued leave as of the last full payroll period in June 2023 will be tracked in a separate excess leave accrual bank. The City will buy down the remaining excess leave accruals in January 2024 at the employees' June 2023 pay rate. The parties agree that Miscellaneous and Fire Safety employees will then have ninety (90) days, until October 1, 2023, to maintain and/or reduce their Vacation and Holiday leave accruals below the contractual leave caps, and until January 8, 2024, to maintain and/or reduce their Executive leave accruals below the contractual leave caps, at which time employees will no longer be allowed to exceed the leave caps. The parties agree that Police Safety employees will have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps. Those who are still over the cap on or after October 1, 2023, January 8, 2024, or July 1, 2024, respectively, shall cease accruals until their accrual balance falls below the leave cap and shall not be allowed to accrue leave over the cap from thereon. The parties understand that after buying down the excess accrued leave to the accrual leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the aforementioned ninety (90) day, six (6) month, and one (1) year grace periods to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the accrual cap is once again enforced.

ARTICLE ~~XXXVI~~23 REIMBURSEMENT FOR EDUCATION OR TRAINING

1. Approval.

On the recommendation of a Department Head and the approval of the City Manager, any Employee may embark on an approved course of education to enhance his/her job skills. A course of study may include courses needed to gain a degree in a job-related field or to improve opportunities for advancement or promotion with the City of Suisun City. If the Employee's Department Head will not recommend reimbursement for a course of study, the Employee may appeal to the City Manager or designee.

2. Reimbursement.

Employees are eligible for educational reimbursement for approved classes, including tuition and books, which shall not exceed $1,500 per Employee per year. Upon successful completion of the coursework, the Employee shall submit to the Department Head and HR copies of dated

receipts showing education costs (tuition, books, materials, mileage), as well as transcripts, grades or certificates showing successful course completion. If an Employee leaves City service within two years of receiving education reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City.

3. Certification and Educational Incentive Pay.

In order to encourage employees to provide optimum service to the public, employees may up to 5% incentive for a certification or relevant advanced education degree, added to their base rate. A certification or advanced degree required for the position is not eligible for the incentive pay. To receive certification or education incentive pay, proof of completion must be submitted to the City Manager. The following list is eligible for incentive pay at the assigned incentive rate:

A. Advanced degree beyond current requirement for job (AA, Bach. degree, Masters) = 3%

~~B. Chief Officer (FIRE) = 1.5%~~

~~C. Paramedic = 1.5%~~

~~D.~~B. POST Advanced Certificate =
5~~.0~~%

ARTICLE ~~XXXVII~~24 PROBATIONARY PERIOD

Rules regarding Probationary Period are set forth in Section 7.5 of the Personnel Rules. These rules are amended to include the following provision:

At the discretion of their supervisor, Department Head, and City Manager, Probationary Employees may receive a performance evaluation and release from probationary status after six months, if the Employee's performance exceeds "Meets Standard".

ARTICLE ~~XXXVIII~~25 PERFORMANCE EVALUATIONS

1. Annual Performance Evaluation.

Every Regular Employee in the Classified Service shall receive a performance evaluation by his/her immediate supervisor at least annually. The annual review will normally occur within 30 days of the Employee's Anniversary Date, unless an alternate schedule is approved by the City Manager.

2. Purpose.

The purpose of the Annual Performance Evaluation is to promote the successful performance of all City Employees through a process that provides feedback on past performance and directs future performance by identifying performance goals and objectives.

3. Procedure.

The Administrative Services Director shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. Included in the performance evaluation may be, 1) an assessment of what additional tools, such as upgraded software, may be needed; and 2) what training should be made available to the employee to assist in improving the

level of performance. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.

4. Merit Increases.

In order to advance to a Pay Rate in the Pay Range, the evaluation must demonstrate that the advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and Department Heads in determining whether merit advancements have been earned and should be recommended to the City Manager. Department Heads shall have the authority and responsibility to withhold or delay merit advancements if such advancement is not merited.

ARTICLE ~~XXXIX~~26 GRIEVANCE PROCEDURE

Rules regarding the Grievance Procedure are set forth in Chapter 11 of the Personnel Rules.

ARTICLE ~~XL~~27 DISCIPLINARY ACTION

Rules regarding the Disciplinary Action are set forth in Chapter 12 of the Personnel Rules.

ARTICLE ~~XLI~~28 CONTRACTING OUT

In the event that the City decides to outsource work to a private contractor that would result in the displacement of current represented Employees, the City shall include a request in the Request for Proposal (hereinafter "RFP") that prospective contractors include a proposal to hire said Employees in their response to the RFD.

ARTICLE ~~XLII~~29 EMPLOYEE ASSISTANCE PROGRAM

The City will continue to provide an Employee Assistance Program (EAP). The program will include at a minimum but not limited to, five personal counseling sessions, counselors located within a reasonable commute distance, substance abuse counseling, availability of emergency visits, and workplace crisis response. Employees will be provided with a brochure outlining the benefits of the program.

~~**ARTICLE XLIII IDENTIFICATION CARDS**~~

~~**The City shall continue to issue a City photo identification card to all represented Employees. The identification card shall include, at a minimum, the following information: City logo, City of Suisun City, Employee's photo, Employee's name, department, job title, date of issue, signature of the City Manager or designee.**~~

ARTICLE ~~XLIV~~30 LAYOFF AND REEMPLOYMENT

Rules regarding Layoff and Reemployment are set forth in Section 13.2 of the Personnel Rules.

~~**ARTICLE XLV TEMPORARY MEASURES**~~

~~**1. Temporary Measures. In July of 2012, the Parties agree that due to economic conditions, as well as actions by the State of California, that the City was forced to seek concessions from its Employees. The Parties recognized that the City could balance its budget by laying off Employees, but the Parties agree that it was preferable to rely on concessions that would ensure the Employees did not lose their jobs and that the community did not suffer a more radical reduction in service delivery. The Parties met and conferred in good faith and agreed to certain concessions, as well as certain recompense for these concessions. The Parties have also agreed to their preferences for unwinding these concessions as the fiscal situation improved. The Pay Cuts and suspension of COLAs have been discontinued due to improved economic conditions, and the Parties hereby declare that it is their mutual intention that the remaining concessions be temporary and that they be unwound as soon as they can possibly be removed without fiscal harm to the City.**~~

~~**2. Unwinding Protocol. The Parties agree that unwinding the Temporary Measures is subject to the meet and confer process as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq*.). The Parties also agree that the preferred unwinding protocol should proceed as follows:**~~

~~**Selectively Fill Vacant Positions. The highest priority is the selective filling of some or all of the positions that are being held vacant.**~~

ARTICLE ~~XLVI~~31 GENERAL PROVISIONS

1. Severability.

If any provision of this Agreement should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected.

2. Full Understanding.

The Parties agree that this Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.

3. No Requirement to Meet and Confer.

Except as otherwise provided in this Article, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Agreement during the term of this Agreement.

4. Reopener.

Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purpose:

A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.

B. If any other bargaining group has an employment contract with the City of Suisun City that contains applicable compensation provisions that are more advantageous for the Employees than this Agreement, the Parties may agree to meet and confer on the modification of this Agreement.

C. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCMPEA.

D. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and

E. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.

F. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only bases for reopening this Agreement during its term.

5. Savings Clause.

In the event that the implementation of any article, section or subsection of this Agreement shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the Association shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section or subsection.

6. No Strike/Lockout.

The SCMPEA agrees that there will be no strike, work stoppage, slowdown, "sick in", sit down, refusal to perform work, other interference with City operations, picketing, or refusal to enter upon City premises on any account or in connection with any grievance or dispute. The City agrees that it will not engage in any lockouts during the term of this Agreement.

7. Successor Agreement.

This Agreement shall be in full effect from July 1, ~~2021~~ 2023 through and including June 30, ~~2023~~2025. Either Party may serve upon the other its written request to commence negotiations~~, as well as its initial written proposals~~ for such successor Agreement as early as February 1, ~~2023~~2025. Upon receipt of such written notice ~~and proposals~~, negotiations shall commence no later than thirty (30) days thereafter. ~~Upon receipt of such written notice and proposals, negotiation sessions shall commence no later than 30 days thereafter.~~ The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction, with the intent to be completed no later than June 30, ~~2023~~2025.

8. Distribution of Agreement.

Within 10 days of the adoption of this Agreement, all covered Employees shall receive a copy of the Agreement. The "copy" may be provided in electronic format.

9. Effective Date.

The effective date of this Agreement shall be July 1, ~~2021~~2023.

[SIGNATURES ON NEXT PAGE]

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY
MANAGEMENT AND PROFESSIONAL EMPLOYEES' ASSOCIATION
JULY 1, 2023 THROUGH JUNE 30, 2025

CITY OF SUISUN CITY REPRESENTATIVES:

_____
Gregory Folsom, City Manager

_____
Christina Penland HR Administrator

_____
Kris Lofthus, Deputy City Manager

_____
Colin Tanner, Deputy City Attorney

Approved as to form
Aleshire & Wynder, LLP

_____
Elena Q. Gerli, City Attorney

SCMPEA REPRESENTATIVES:

_____
Mary LaPlante, Managing Labor Representative
City Employee Associates

_____
Dan Healy, SCMPEA President

_____
John Kearns, SCMPEA Vice President

_____
Amber Kent, SCMPEA Secretary

AGENDA ITEM NO. 11

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Adoption of the Resolutions Affirming and Ratifying the Dispatcher Classifications' Unit Modification and Approving the 2023-25 Suisun City Police Officers' Association (SCPOA) Memorandum of Understanding (MOU):

a. Resolution No. 2023-___: Affirming and Ratifying the Stipulation and Agreement Approving the Suisun City Police Officers' Association's (SCPOA) Petition for Severance/Modification Changing Bargaining Units and Representation for the Dispatcher Classifications From Suisun City Employees' Association (SCEA) to Suisun City Police Officers' Association (SCPOA); and
b. Resolution No. 2023-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Execute it on Behalf of the City.

FISCAL IMPACT: The total cost of implementing the financial provisions of the successor MOU for the SCPOA represented employees is approximately $466,000 in fiscal year 2023-24, which is fully funded by the General Fund. This cost has been included in the adopted budget for fiscal year 2023-24.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND:

On August 31, 2021 the City of Suisun City, the Suisun City Employees' Association (SCEA) and the Suisun City Police Officers' Association entered into a Stipulation and Agreement approving the SCPOA's petition for severance/modification Chaing bargaining units and representation for the Dispatcher classifications from SCEA to SCPOA subject to City Council approval.

The following classifications are now represented by the SCPOA: Police Officer, Police Sergeant, Public Safety Dispatcher I, Public Safety Dispatcher II and Senior Public Safety Dispatcher.

The current Memorandums of Understanding (the "MOUs") with the City's four bargaining units expired on June 30, 2023. The City's negotiation team and representatives of the Suisun City Police Officers' Association (SCPOA) met repeatedly from March 13, 2023, through June 22, 2023, to come to a tentative agreement on a successor MOU.

The SCPOA membership, including employees in the classifications listed above, ratified the tentative agreement on June 27, 2023. The primary financial terms agreed to are outlined in this staff report, and the successor MOU is presented to City Council for formal adoption and approval.

STAFF REPORT:

The Tentative Agreement provides/eliminates the following financial provisions in the SCPOA MOU 2023-25:

Wages: Provides the following base wage salary adjustments effective 7/7/2023:

Job Class	Proposed Wage Adjustment (Rounded 3 decimal points)
Police Officer	18.487%
Police Sergeant	11.675%
Public Safety Dispatcher I	3.138%
Public Safety Dispatcher II	6.802%
Senior Public Safety Dispatcher	7.892%

Provides a 2.5% COLA in June of 2025 condition precedent to if the City's actual revenues for fiscal year 2023/24 exceed budgeted revenues by at least 3%.

Provides a total of $2,000.00 in lump sum retention bonus to Dispatch employees in two equal payments of $1,000.00 in January 2024 and July 2024.

Longevity: Provides Longevity Pay of up to 4% for Dispatch employees in the first year – as follows: 2% for 10 years of service and 2% for 15 years of service. In year two, an additional 2% provided at the following schedule: 3% at 5 years and 3% at 10 years of service for a total of 6%.

Standby Pay: Increase standby pay for Dispatch employees to 4 hours on weekends and 6 hours on recognized.

POST Basic Certificate Pay: Provide Dispatch employees with 2% incentive pay after earning a POST Basic Certificate.

Solo Dispatch Pay: Provides Dispatch employees with 2% additional compensation for any shift in which Dispatchers work at least five (5) hours alone.

Call-Back Pay: Provides Dispatch employees with a minimum of two (2) hours of overtime pay when required to return to work outside of their normal working hours.

Court Appearance: Provides Dispatch employees who are required to appear in court during off-duty hours with a minimum of 4 hours of overtime pay.

Other: Other provisions of the successor MOU have been updated to clarify ambiguous language, bring language current consistent with City practice, or to eliminate provisions which are no longer relevant.

STAFF RECOMMENDATION:

Council Adoption of the Resolutions Affirming and Ratifying the Dispatcher Classifications' Unit Modification and Approving the 2023-25 Suisun City Police Officers' Association (SCPOA) Memorandum of Understanding (MOU):

a. Resolution No. 2023-___: Affirming and Ratifying the Stipulation and Agreement Approving the Suisun City Police Officers' Association's (SCPOA) Petition for Severance/Modification Changing Bargaining Units and Representation for the Dispatcher Classifications From Suisun

City Employees' Association (SCEA) to Suisun City Police Officers' Association (SCPOA); and

b. Resolution No. 2023-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Execute it on Behalf of the City.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__: Affirming and Ratifying the Stipulation and Agreement Approving the Suisun City Police Officers' Association's (SCPOA) Petition for Severance/Modification Changing Bargaining Units and Representation for the Dispatcher Classifications From Suisun City Employees' Association (SCEA) to Suisun City Police Officers' Association (SCPOA);

1.a. Stipulation Agreement Dispatcher Unite Modification

2. Resolution No. 2023-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Execute it on Behalf of the City.

2.a. SCPOA MOU 2023-25

3. SCPOA MOU 2023-25 – Tentative Agreement
4. SCPOA MOU 2023-25 – Redline

PREPARED BY: Christina Penland, Human Resources Administrator
REVIEWED BY: Kris Lofthus, Deputy City Manager
APPROVED BY: Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. Resolution Affirming and Ratifying Dispatchers Unit Modification.pdf
1.a. Stipulation Agreement Dispatcher Unit Modification.pdf
2. Resolution Approving SCPOA MOU 2023-25 - 7.18.2023.pdf
2.a. SCPOA MOU 2023-25.pdf
3. SCPOA Tentative Agreement - MOU 2023-25.pdf
4. SCPOA MOU 2023-25 - Redline.pdf

RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AFFIRMING AND RATIFYING THE STIPULATION AND AGREEMENT APPROVING THE SUISUN CITY POLICE OFFICERS' ASSOCIATION'S (SCPOA) PETITION FOR SEVERANCE/MODIFICATION CHANGING BARGAINING UNITS AND REPRESENTATION FOR THE DISPATCHER CLASSIFICATIONS FROM SUISUN CITY EMPLOYEES' ASSOCIATION (SCEA) TO SUISUN CITY POLICE OFFICERS' ASSOCIATION (SCPOA).

WHEREAS, on August 31, 2021 the City of Suisun City, the Suisun City Employees' Association (SCEA)/Service Employees International Union (SEIU), Local 1021 and the Suisun City Police Officers' Association (SCPOA) entered into a Stipulation and Agreement approving SCPOA's petition for severance/modification changing bargaining units and representation for the Dispatcher classification from SCEA to SCPOA and governing the immediate terms of that representation; and

WHEREAS, and the Stipulation and Agreement approving SCPOA's petition for severance/modification changing bargaining units and representation for the Dispatcher classifications from SCEA to SCPOA is subject to City Council approval;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2023-____: Affirming and Ratifying the Stipulation and Agreement Approving Suisun City Police Officers' Association (SCPOA) Petition for Severance/Modification Changing Bargaining Units and Representation for the Dispatcher Classifications From Suisun City Employees' Association (SCEA) to Suisun City Police Officers' Association (SCPOA).

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 18th day of July 2023, by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members**:**	_____

WITNESS my hand and the seal of said City this 18th day of July 2023.

_____
Anita Skinner
City Clerk

Exhibit A: Stipulation and Agreement dated August 31, 2021

STIPULATION AND AGREEMENT
BETWEEN THE CITY OF SUISUN CITY, SUISUN CITY EMPLOYEES ASSOCIATION/SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 AND THE SUISUN CITY POLICE OFFICERS ASSOCIATION

This Stipulation is made and entered into this 31st day of August, 2021 pursuant to section 3507 of the Meyers-Milias-Brown Act ("MMBA"), and sections 10 and 11 of the City's Employer-Employee Relations Resolution No. 74-33 ("EERR") by and between the City of Suisun City (hereinafter referred to as the "City"), the Suisun City Employees Association affiliated with Service Employees International Union, Local 1021 (hereinafter collectively referred to as "SCEA"), and the Suisun City Police Officers Association (hereinafter referred to as "SCPOA") (collectively, the "Parties"). The individual employees who are proposed to change bargaining units and representation are also signatories hereto to confirm their consent to this Stipulation.

RECITALS

On March 1, 2021, the Suisun City Police Officers Association ("SCPOA") filed a Unit Modification Petition ("Petition") with the Public Employment Relations Board ("PERB"), Case No. SF-UM-849-M, seeking to sever and transfer the Dispatcher classifications employed by the City from the miscellaneous employee bargaining unit exclusively represented by SCEA to the police bargaining unit exclusively represented by SCPOA.

In a letter dated, March 9, 2021, PERB inquired as to whether the City has adopted local rules concerning unit modifications transferring employees from one bargaining unit to another in accordance with MMBA section 3507. In response to that request, on March 17, 2021, the City filed a copy of its City's Resolution No. 74-33, Employer-Employee Relations Resolution ("EERR").

On April 2, 2021, in its Order to Show Cause ("OSC"), PERB determined that based on a copy of the City's EERR, PERB lacked authority to process the Petition. The Parties were advised that, if there were any additional facts which would demonstrate that PERB has authority over this matter pursuant to PERB Regulation 61000, they should submit that information. The Parties were further advised that, unless PERB received such information prior to April 19, 2021, the petition was subject to dismissal.

The City filed a response to the OSC on April 13, 2021, agreeing that SCPOA may petition the City, under the EERR, to be formally recognized to represent the Dispatcher classification. SEIU filed a no objection letter in response.

On April 22, 2021, in its Dismissal of Petition, PERB emphasized that it will only assert jurisdiction where a public agency's local rules contain no provision that can accomplish what the petitioner is seeking without placing an undue burden on the petitioner. Therefore, on the basis of the OSC and the responses received, the Petition was dismissed.

On May 27, 2021, SCPOA president Jeremy Snyder submitted a letter to City Manager Greg Folsom under the City's EERR requesting that the City's Dispatcher classification be transferred from the miscellaneous unit to the Police Unit with an attendant change in representation from SCEA to SCPOA. He asserted that the City's dispatchers were in favor if the change in bargaining unit and representation and that SCEA had no objection to what is essentially a severance petition and provided grounds for why the police unit was an appropriate unit for the Dispatchers.

During the approximate period December 9, 2020 through July 20, 2021, the City and SCEA were in active negotiations for a successor memorandum of understanding ("MOU"), which successfully resulted in an agreement approved by City Council on July 20, 2021 as the successor SCEA MOU 2021-23 covering the period July 1, 2021 through June 30, 2023 and which currently applies to and governs the City's Dispatcher classifications.

During the approximate period January 19, 2021 through July 20, 2021, the City and SPOA were in active negotiations for a successor memorandum of understanding, which successfully resulted in an agreement approved by City Council on July 20, 2021 the successor SCPOA MOU covering the period July 1, 2021 through June 30, 2023 and which currently does not apply to nor govern the City's Dispatcher classifications.

Whereas, in the interest of promoting harmonious labor relations between and among the Parties, the Parties and signatories hereto mutually agree as follows:

1. All of the recitals listed above are material provisions of this Stipulation and are deemed true and correct by the Parties and the signatories hereto and are incorporated in the agreements reached herein by this reference.

2. The City Manager, as the City's Municipal Employee Relations Officer, has determined that SCPOA's petition for severance/modification submitted by SCPOA on May 27, 2021 materially complies with the requirements of the City's Employer-Employee Relations Resolution No. 1974-33 and approves the severance/modification petition, subject to the Parties executing MOU amendments reflecting the change in representation and subject to City Council approval of same, both of which will document the transfer of the Dispatcher classification from the bargaining unit represented by SCEA to the bargaining unit represented by SCPOA.

3. The Dispatchers will continue to be governed by the terms of the SCEA MOU until such time as the MOU Amendments are approved and address the transfer of representation as well as the interplay of terms of the existing SCPOA MOU and the Dispatcher classification.

4. The Parties and signatories hereto all mutually consent to the City Manager's determination and approval of the SCPOA petition and that the SCPOA shall forthwith be recognized as the sole and exclusive representative for the Dispatcher classification for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment.

5. The Parties each expressly represent that there is no other labor organization which claims to represent the Dispatchers or has expressed a desire or intent to do so.

6. This Stipulation represents a full and complete resolution of any claims and disputes between the Parties based upon the above-referenced matters.

7. The undersigned parties and signatories represent that they have read and understand the terms of this Stipulation and that they are authorized to execute this Stipulation on behalf of their principals, if any.

For the City

Greg Folsom, City Manager

Christina Penland, HR Administrator

For SCEA/SEIU Local 1021

Del Mallory, SEIU Local 1021 Area Field Director Region A

Marcos Zepeda, SEIU Local 1021 Field Representative

John Bryan, SCEA Acting President (VP)

For the SCPOA

Jeremy Snyder, SCPOA President

Eric Vera, SCPOA Vice-President

5. The Parties each expressly represent that there is no other labor organization which claims to represent the Dispatchers or has expressed a desire or intent to do so.

6. This Stipulation represents a full and complete resolution of any claims and disputes between the Parties based upon the above-referenced matters.

7. The undersigned parties and signatories represent that they have read and understand the terms of this Stipulation and that they are authorized to execute this Stipulation on behalf of their principals, if any.

For the City

Greg Folsom, City Manager

Christina Penland, HR Administrator

For SCEA/SEIU Local 1021

Del Mallory
Del Mallory (Sep 24, 2021 10:57 PDT)

Del Mallory, SEIU Local 1021 Area Field Director Region A

Marcos Zepeda (Sep 24, 2021 11:59 PDT)

Marcos Zepeda, SEIU Local 1021 Field Representative

John Bryan, SCEA Acting President (VP)

For the SCPOA

Jeremy Snyder, SCPOA President

Eric Vera, SCPOA Vice-President

Dispatchers

Haley Alexander

Marco Gallardo

Sara Kimball

Joanne Lavelle

Tiffaney Lombard

Amanda Prusak

Anne Sagami

Mariah Snyder

Approved as to form
Aleshire & Wynder, LLP

~~Anthony R. Taylor,~~ City Attorney

RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SUISUN CITY POLICE OFFICERS' ASSOCIATION (SCPOA) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY.

WHEREAS, on August 17, 2021 the City Council approved the Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Police Officers' Association (SCPOA), effective July 1, 2021 through June 23, 2023 (SCPOA MOU 2021-23) with the adoption of Resolution No. 2021-83; and

WHEREAS, on August 31, 2021 the City of Suisun City, the Suisun City Employees' Association (SCEA)/Service Employees International Union (SEIU), Local 1021 and the Suisun City Police Officers' Association (SCPOA) entered into a Stipulation and Agreement approving SCPOA's petition for severance/modification changing bargaining units and representation for the Dispatcher classification from SCEA to SCPOA and governing the immediate terms of that representation which was affirmed and ratified by City Council on this day, July 18, 2023 with the adoption of resolution No. 2023-___; and

WHEREAS, on April 5, 2022, the City Council approved a First Amendment to the SCPOA MOU 2021-23 with the adoption of resolution No. 2022-54; and

WHEREAS, on May 2, 2023, the City Council approved a Second Amendment to the SCPOA MOU 2021-23 with the adoption of resolution No. 2023-42; and

WHEREAS, on June 20, 2023, the City Council approved a Third Amendment to the SCPOA MOU 2021-23 with the adoption of resolution No. 2023-71; and

WHEREAS, the SCPOA MOU 2021-23 expired on June 30, 2023; and

WHEREAS, on July 18, 2023 the City Council affirmed and ratified the Stipulation and Agreement approving the SCPOA's petition for severance/modification changing the bargaining units and representation for the Dispatcher Classifications from SCEA to SCPOA with the adoption of resolution No. 2023-___; and

WHEREAS, the City and SCPOA's authorized labor representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), government Code Sections 3500-3511, regarding a new Memorandum of Understanding for the period from July 1, 2023 through June 30, 2025 (SCPOA MOU 2023-25), which the Tentative Agreement was ratified by the SCPOA membership and then signed by the City and SCPOA's authorized labor representatives as a joint recommendation to City Council, subject to City Council approval and adoption of the SCPOA MOU 2023-25;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2023-____: Approving the Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Execute it on Behalf of the City.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 18th day of July 2023, by the following vote:

AYES: Council Members: _____
NOES: Council Members: _____
ABSENT: Council Members: _____
ABSTAIN: Council Members**:** _____

WITNESS my hand and the seal of said City this 18th day of July 2023.

_____
Anita Skinner
City Clerk

Exhibit A: SCPOA MOU 2023-25

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION

July 1, 2023
through
June 30, 2025

Tentative Agreement Approved by City Council July 18, 2023
MOU Approved by City Council July 18, 2023

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION

INTRODUCTION

This Agreement is entered into between the City of Suisun City, (hereinafter "City"), and the Suisun City Police Officers' Association, (hereinafter "SCPOA").

Pursuant to Government Code Section 3500 et seq. and the City of Suisun City Employer/Employee Relations Resolution No. 74-33, the following represents the Agreement reached between the City and the SCPOA, the terms of which will apply to current Employees represented by the SCPOA.

ARTICLE 1 RECOGNITION

1. Job Classes Represented.

The City recognizes the SCPOA as the exclusive representative for the following permanent sworn public safety and miscellaneous dispatch job classes on all matters relating to terms and conditions of employment pursuant to Government Code Section 3500 et seq.

Represented Job Classes
Police Officer
Public Safety Dispatcher I
Public Safety Dispatcher II
Police Sergeant
Senior Public Safety Dispatcher

2. Temporary/Limited-Service Positions.

It is agreed that Temporary Employees, Part-Time Employees, Emergency Employees, Volunteer Employees, and contractors are not governed by this Agreement and are not represented by SCPOA. Employees who work less than full-time are not represented by SCPOA. If an Employee who had occupied a Temporary, Provisional, or grant-funded Position or Classification is subsequently hired into the same job class as a Regular Employee, they shall be placed in the step level nearest to but not lower than their last Pay Rate as a Temporary, Provisional, or grant-funded Employee.

3. Reduction in Workforce.

In the event that a reduction in the workforce is necessary, the City Manager and the SCPOA shall meet and confer regarding an equitable procedure and/or options to avoid the reduction

in the workforce. It is not the intent of the City to lay off a Police Officer in order to replace him/her with a Reserve Police Officer.

4. Use of Reserve Police Officers.

The City has an interest in utilizing Reserve Police Officers to assist in patrolling the City and performing other duties to augment services provided to the community by members of SCPOA. The City does not have an interest in supplanting the services of members of SCPOA. The Parties agree that once properly trained, Reserve Police Officers may be assigned to patrol the City, may perform office duties (such as property and evidence, dispatching, filing, etc.), or may perform other duties as assigned. Reserve Police Officers may be assigned a regular shift to augment the minimum staffing level, as determined by the Police Chief in the General Orders. Reserve Police Officers may fill in for members of the SCPOA who have been assigned a regular shift but are unavailable for duty for the period in question, provided that SCPOA members have been offered and have rejected the offer to work on an Overtime basis. Such offers shall be made based on seniority within job class within the department.

5. Job Requirements.

Employees must maintain a valid POST certification as required for their position, as a condition of employment.

ARTICLE 2 MANAGEMENT RIGHTS AND RESPONSIBILITIES

1. The SCPOA recognizes and agrees that the City Council of the City of Suisun City (hereinafter "City Council"), on its own behalf and on the behalf of the electorate of the City through its bona fide agents, retains and reserves unto itself, limited only by the Articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, express or implied, by the laws and the Constitutions of the State of California and of the United States of America.

2. The SCPOA recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City Council, the adoption of the policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and expressed terms of this Agreement.

3. The SCPOA recognizes and agrees that the City Council's powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, including the outside purchase of products or services; the right to introduce new, or improved methods and facilities; and to otherwise take any action desired to run the entire operation efficiently, except as modified by the meet and confer requirement and this Agreement.

4. Any material conflict between this Agreement and approved policies and procedures shall be resolved through the meet and confer process by the City Manager and the SCPOA. Until such resolution, the approved City policies and procedures shall take precedence.

ARTICLE 3 SUPPORT OF AGREEMENT

1. During the term of this Agreement, the City agrees not to negotiate with any other organization on matters upon which the SCPOA is the exclusive representative and which is within its scope of representation.

2. The SCPOA agrees to negotiate only with the representative officially designated by the City to act on its behalf.

3. It is agreed that neither SCPOA, nor the City shall discriminate against any Employee because of race, national origin, gender, SCPOA membership, or refusal to join SCPOA. The City will not retaliate against any Employee on account of his/her membership in SCPOA, or for exercising his/her lawful rights in SCPOA-related activities.

ARTICLE 4 UNION TIME

1. Negotiating Sessions.

The Parties agree that union business should generally be conducted off City premises and, on the members' own time. The Parties also agree that it is in each Party's interest that the lines of communications remain open and accessible to representatives of both SCPOA and the City. Accordingly, any member serving on the SCPOA's negotiating team shall not suffer a loss of compensation for participating in meet and confer negotiating sessions. Further, negotiating team members may meet for a period of approximately one-half hour before and after the negotiating sessions. No approval is required if the negotiating session is occurring on the member's day off. Members will not be compensated for their participation in negotiating sessions that occur on days that they are not scheduled to work.

2. Union Meetings.

Union meetings should generally be conducted off City premises and on the members' own time. To ensure that members are not disenfranchised, the City agrees to provide paid release time to members on duty, as long as such release time is requested in advance and approved by the City Manager or Designee. The use of City facilities such as the Burdick Center for union meetings may also be approved by the City Manager or Designee, whenever either determines that it would be in the City's interest to do so.

3. New Employee Orientation & Contact Information.

All Employees will receive a New Employee Orientation within their first five (5) regular Workdays of employment with the City. The New Employee Orientation will be presented by Human Resources Division staff members at a time and place determined by the City. The purpose of this orientation is to review and complete required payroll, insurance benefits, and

similar required documentation; to train the Employee regarding City and/or Departmental policies, procedures and specific requirements of the position; and to provide other necessary information. At no time during the orientation shall a City or SCPOA representative provide derogatory information or advocacy about the other.

A. The City will provide SCPOA notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.

B. One (1) SCPOA representative, officer, steward, or member will be provided an opportunity for a 15- minute private session with the new Employee during the New employee Orientation. SCPOA may provide written information to be included with the orientation materials, in lieu of such a private session. Two (2) business days prior to the New Employee Orientation, SCPOA will provide to Human Resources the name and the contact information of its participating representative. The City and SCPOA will mutually agree to a suitable time during the New Employee Orientation for SCPOA's private meeting with the new Employee. Such private meeting will occur at the same location as the New Employee Orientation.

C. Within 30 days of hire, and annually thereafter, the City will provide SCPOA with Employee contact information in electronic format as required by State law for all represented Employees.

ARTICLE 5 PERSONNEL RULES AND REGULATIONS

Administrative Directive (AD) 7, the City's Personnel Rules and Regulations (hereinafter "Personnel Rules"), was approved by City Council Resolution No. 2011-52 on June 7, 2011. Except as may be provided in this Agreement, the applicable sections of the Personnel Rules, as may be amended from time to time, shall apply to the Employees represented by SCPOA. Prior to amending Resolution No. 2011-52 regarding wages, hours, or other terms and conditions of employment, the Parties shall first meet and confer on the modifications as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.). Unless otherwise provided in this Agreement, the definitions of terms used in this Agreement shall be the definitions provided in Chapter 2 of the Personnel Rules. The Personnel Rules are incorporated herein by this reference; however, the costs associated with the hearing officer provided for in AD 7 with regard to the Level Two appeal of a disciplinary action shall be paid for 100 percent by the City in the case of SCPOA.

ARTICLE 6 COMPENSATION

1. Base Salary.

A. Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the base wage rates set forth in the Citywide Salary Schedule shall be adjusted as follows:

Job Class	Monthly Salary Prior to Base Wage Adjustments Eff. 5/12/23	Base Wage Increase Eff. 5/12/23	Approx. % of Base Wage Increase Eff. 5/12/23	Approx. Monthly Salary Eff. 5/12/23	Proposed Wage Adjustment (Rounded 3 decimal point)	Approx. New Monthly Top Step	Total % Change
Police Officer	$6,999	$6/hour	14.9%	$8,039	18.487%	$9,525	36.1%
Police Sergeant	$9,195	$6/hour	11.3%	$10,235	11.675%	$11,430	24.3%
Public Safety Dispatcher I	$5,193	$4/hour	13.4%	$5,887	3.138%	$6,071	16.9%
Public Safety Dispatcher II	$5,560	$4/hour	12.5%	$6,253	6.802%	$6,679	20.1%
Senior Public Safety Dispatcher	$6,116	$4/hour	11.3%	$6,809	7.892%	$7,346	20.1%

B. The previous base wage increases provided effective 5/12/2023 to the employee's position within the range decreased the differential between steps to less than 5% as was identified by the alpha numerical salary ranges established for the following classifications: Police Officer, Police Sergeant, Public Safety Dispatcher I, Senior Public Safety Dispatcher. The alpha salary range will be eliminated once the proposed base wage adjustments for the successor MOU are implemented. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range assigned to their classification and will maintain their current step placement within the range. Nothing herein requires the City to maintain the 5% differential between steps beyond this successor MOU.

C. The aforementioned base wage adjustments will be effective the first pay period following 7/1/2023, should the parties reach a tentative agreement that is ratified by the SCPOA membership no later than 6/30/2023 and subsequently signed by its authorized labor representatives no later than 7/6/2023.

D. Effective the last full pay period of June 2025, represented employees shall receive a two-point five (2.5%) percent Cost of Living Adjustment (COLA), condition precedent on if the City's actual revenue for Fiscal Year 2023/24 exceed budgeted revenues for Fiscal Year 2023/24 by at least three (3%) percent.

E. Effective the first full pay period of January 2024, represented Dispatch employees on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars ($1,000.00).

F. Effective the first full pay period of July 2024, represented Dispatch employees on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars ($1,000.00).

2. Acting Pay.

The City will provide Acting Pay of five (5%) percent for a Police Officer, Sergeant, or Dispatch employee assigned, in writing by the Police Chief, to work out of class in a higher job classification. Acting Assignments are typically long-term assignments resulting from a vacancy in the higher job

classification that may occur through separation, extended vacation, or a long-term leave of absence.

A. In order to receive Acting Pay, there must exist a budgeted position, the assignment must be made in writing, and the employee may not refuse to perform any duty or responsibility of the higher job class.

B. Acting pay shall not be applied to a request to cash-out any form of paid leave or payment for accrued and unused paid leave hours at the time of separation.

3. Bilingual Pay.

An Employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City (based on the recommendation of the Police Chief), shall be paid $46.15 per pay period upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. In order to become certified, an Employee must achieve a score of at least 9 on a scale of 12. A certified Employee shall request Bilingual Incentive Pay on a form approved by the City Manager. Employees shall be recertified at least once every two years.

4. Nighttime Hours Differential.

The City will provide a Nighttime Hours Differential equal to 2.5% of the base salary for Police Officers, Police Sergeants and Dispatch employees assigned to work any payable amount of time (to the nearest 15 minutes) between the hours of 6:00pm – 6:00am.

A. The Nighttime differential shall not be paid to any day shift personnel, unless approved by the night shift supervisor to cover a vacancy after 6:00pm.

B. The Nighttime hours differential shall be payable only for time worked during the shift premium period and shall not be paid for non-work time such as sick leave, vacation, or other paid leave.

5. Court Appearances.

This section shall apply to Police Officers, Police Sergeants and Dispatch employees.

A. Employees who are required to appear in court during off-duty hours as a result of an event arising from their official duties shall be compensated for their appearance in court at the applicable Overtime Rate. The Court Appearance Minimum shall be four (4) hours at the applicable Overtime Rate. The Court Appearance Minimum shall not overlap with compensation for any regularly scheduled duty time.

B. If the court appearance is required during the Employee's assigned duty shift (watch) and the court appearance causes an Employee to extend beyond their regular scheduled end of watch time, such extended time shall be considered an extension of the duty shift.

C. Time for court appearances shall be computed from sign in until time released.

D. The Court Appearance Minimum shall be granted to an Employee if the court appearance (or subpoena) is cancelled less than twenty-four (24) hours prior to time of appearance. If an employee has multiple subpoenas on the same day and all are cancelled less than twenty-four (24) hours prior to the Court appearance, the employee will only be eligible for the Court Appearance Minimum.

E. Should the Employee receive two subpoenas and one is cancelled while the other still requires the employee to attend court, then the employee will only be compensated for the actual appearance. In this instance, an Employee will not be entitled to the Court Appearance Minimum for the cancelled appearance.

A. Except as otherwise provided in articles pertaining to CTO accrual, Court Appearance compensation shall be in the form of a cash payment or CTO at the Employee's option.

6. Call-Back Pay.

This section shall apply to Police Officers, Police Sergeants and Dispatch employees.

A. All Employees, who are required to return to work outside of their normal working hours, shall receive Call-Back Pay at the applicable Overtime Rate for a minimum of 2.0 hours.

B. If the call-back time is not canceled prior to the Employee's arrival for duty, the Employee shall be compensated for a minimum of 2.0 hours at the applicable Overtime Rate.

C. This form of compensation applies to a situation where an Employee is required to appear before or attend a City or Department board, committee, or any other function, with the following exceptions:

1) If an Employee requests a meeting, or appears as an applicant before any board, committee, etc., the Employee shall not receive any type of compensation for such activities.
2) If an Employee is called back due to times or details missing from a report of enough importance that it cannot wait until the Employee’s next assigned shift, the Employee will not be compensated for a "call back" under this section. The Employee will be compensated only at the applicable Overtime Rate for the actual time spent completing the report.

D. Except as provided in the articles pertaining to CTO accrual, compensation for call-back time shall be the form of a cash payment or CTO at the option of the Employee.

ARTICLE 7 HOLIDAY LEAVE

In lieu of observing Municipal Holidays as provided in AD 7, Personnel Rules, Holiday Leave shall be accrued by adding 4.0 hours per pay period to the Holiday Leave account and an additional eight (8) hours on the nineteenth day of June. Holiday Leave is accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their holiday time, a maximum of two hundred (200) hours is allowed to accrue in that balance. Employees may take approved time off using Holiday Leave or stop accruing Holiday Leave until the balance is reduced below two hundred (200) hours. If an Employee is at the limit, they must request to take Holiday Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by twenty (20) hours. Employees may not cash out Holiday Leave except upon leaving City service or during the annual January cash out.

The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current Holiday Leave balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Holiday Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. No Holiday Leave cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

ARTICLE 8 HEALTH AND WELFARE

1. Core Flex Plan.

The City will contribute a Core Flex Plan amount equivalent to the Kaiser Permanente Region 1 Premium for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost. Should the premium cost of the health plan selected by the employee be less than the Kaiser Permanente Region 1 premium, the City shall pay no more that the full cost of the Kaiser Permanente rate, with the difference between the cost of the selected health plan premium and the maximum provided by the City eligible to be applied toward the cost of vision and dental premiums.

2. Flexible Benefit Options.

The City agrees to provide a five hundred ($500) dollars per month (employee only) and seven hundred ($700) dollars per month (employee plus one or more dependents) as a Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during each Open Enrollment Period established by the City.

3. Restrictions.

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

4. Medical Insurance Benefits after Death While on Duty.

Should a sworn member of SCPOA lose his/her life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member's immediate dependent family. Said payments will continue for a period of up to three years, providing the City's insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City's medical plan at its own cost after the three years has elapsed, providing that the plan allows for continued participation.

5. Medical Conversion Plan.

SCPOA sworn members with 12 years or more of service with the City, who separate from City service on good terms, may remain on the City's medical plan, providing that the plan allows for continued participation. The member shall assume full responsibility for payment of the insurance premium.

6. Sick Leave Conversion to Fund Medical Premiums.

Upon normal retirement of a sworn member from the City, 25.0 percent of an Employee's Sick Leave balance may be converted to a cash equivalent and used to fund medical premiums. This conversion will be deducted from the amount reported for CalPERS credit in Section 2 of Article 9.

ARTICLE 9 RETIREMENT

The Public Employees' Pension Reform Act of 2013 (PEPRA) provides that all Employees who are currently participating in a CalPERS retirement plan, or those who have had a break in service that does not exceed six months, shall be considered "Classic" Employees. All new Employees who do not meet those criteria shall be considered PEPRA New Employees.

1. Classic Miscellaneous Employee Benefits.

Except as provided in this Article, The City agrees to provide the 2.0 percent at 55 CalPERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

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

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

C. All miscellaneous employees covered by this MOU will receive an increase to their base hourly rate of 7.5 percent in exchange for Classic miscellaneous employees paying the full employee contribution along with PEPRA employees as soon as practicable after CalPERS approval of the EPMC change.

2. Classic Safety Police Employee Benefits.

The City agrees to participate in the CalPERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article 8. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").

B. Consistent with Internal Revenue Code Section 414(h)(2), the contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

C. Employees will receive an increase to their base hourly rate of 5.5 percent in exchange for Classic members paying the full employee contribution along with PEPRA employees as soon as practicable after CalPERS approval of the EPMC change.

3. PEPRA New Miscellaneous Employee Benefits.

The City agrees to provide 2.0% at 62 PERS Retirement Plan for Public Employees' Pension Reform Act of 2013 (PEPRA) New Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

4. PEPRA New Safety Police Employee Benefits.

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

ARTICLE 10 LIFE INSURANCE

Group Life Insurance. The City agrees to keep a life insurance policy in full force and effect that provides a $200,000 death benefit for each represented member.

ARTICLE 11 SUPPLEMENTAL INSURANCE

The City has contracted with Colonial for voluntary supplemental insurance benefits which may be paid through City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide such voluntary benefits in the best interest of the City.

ARTICLE 12 EMPLOYEE ASSISTANCE PROGRAM

The City will continue to provide an Employee Assistance Program (EAP). The program will include at a minimum but not limited to, five personal counseling sessions, counselors located within a reasonable commute distance, substance abuse counseling, availability of emergency visits, and workplace crisis response. Employees will be provided with a brochure outlining the benefits of the program.

ARTICLE 13 WORKERS' COMPENSATION

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

ARTICLE 14 STATE DISABILITY INSURANCE COVERAGE

1. State Disability Insurance.

The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for Dispatch employees represented by SCPOA. Sworn members of the SCPOA do not participate in SDI.

2. Payment of SDI Premiums.

SDI premiums shall be paid in full by all participating Employees.

ARTICLE 15 SICK LEAVE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a protected leave status shall be required to use available accrued paid leave prior to going leave without pay. Rules pertaining to additional leaves of absence are contained in the City's Personnel Rules and Regulations.

ARTICLE 16 LIGHT DUTY

1. Any Employee, who previously has been off duty due to injury, illness, or other medical reason and who has been medically released by a doctor to return to work with restrictions, may be assigned to light duty. Assignment to light duty will be based on the City's ability to accommodate the work restrictions.

2. Light duty will not be approved unless there is work available which may be performed within the limitations and/or restrictions of the affected Employee.

ARTICLE 17 LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY

1. The City shall comply with applicable federal and state laws governing work-related injuries, leaves, and compensation.

2. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.

3. The City shall coordinate accrued Sick Leave with Workers' Comp benefits.

4. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, CTO, and/or Holiday Leave consistent with the provisions of Personnel Rules Subsection 10.3.1. Upon expiration of all paid leave time, an Employee shall be entitled to receive compensation only from the City's Workers' Compensation third-party administrator.

ARTICLE 18 PAYROLL STATUS

1. Payroll Status.

Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:

A. Working Full-Time.

B. Working Part-Time, at least a thirty (30) hour or greater workweek.

C. Working on a restricted or limited duty basis.

D. Off work due to an injury or illness covered under Workers' Compensation.

E. Off work due to an injury or illness covered under State Disability Insurance.

F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).

G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).

H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).

2. Continuation of City-Paid Insurance Premiums.

The City shall continue to contribute the City's share of the health, and life insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave in conjunction with Workers' Comp/SDI benefits to create the equivalent of at least a thirty (30) hour or greater workweek, exclusive of Overtime.

3. Non-Payroll Status.

A. Any Employee off work on SDI who has exhausted his/her benefits under FMLA, CFRA, or PDL, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek, exclusive of Overtime shall be considered to be in a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave (Vacation, Sick and Holiday), and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf. The City will continue to contribute life insurance premiums for employees in a non-payroll status.

B. An Employee off work on Workers' Compensation, and who has insufficient accrued paid leave balances to create the equivalent of at least a thirty (30) hour or greater workweek, exclusive of Overtime shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation, Sick, and Holiday); however, the City will continue to contribute the City's share of health insurance premiums on the Employee's behalf for a period of no more than 12 months from the date of injury. The City will continue to contribute life insurance premiums for employees in a non-payroll status.

C. Employees contributing to the 457 Deferred Compensation plan, and who are off work on Workers' Compensation/SDI, will have all contributions to the deferred compensation plan stopped during the time on leave unless they are integrating sufficient accrued paid leave to cover the full amount of the requested deferred compensation plan contribution. Workers' Compensation/SDI benefits are non-taxable benefits, therefore shall not be used toward 457 plan contributions.

ARTICLE 19 WORKERS' COMP/SDI MEDICAL LEAVE

1. Employee Options Regarding SDI Medical Leave.

There are three options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows:

A. Option 1: Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave.

B. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, CTO, and/or Holiday Leave, in this order, unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on their Request for Leave (RFL) whether the Employee is integrating Sick Leave, and other leave accruals, with SDI benefits.

C. Option 3: Employees who apply for disability insurance, may provide the City with the supplemental benefits received by SDI, to be credited to a disability leave accrual account, which the City will then reissue to employees through payroll, enabling employees to remain on payroll status, so long as they integrate accrued leave to create at least a thirty (30) hour or greater workweek, exclusive of Overtime.

D. The amount of supplement for any hour of any normal Workday shall not exceed the difference between one hundred (100%) percent of the Employee's normal gross salary rate and the "weekly benefit amount".

2. Medical Leave While on Workers' Comp/SDI.

Employees who are off work on medical leave covered under Workers' Comp or SDI may supplement their insurance coverage benefits to ensure that they receive up to one hundred (100%) percent of their normal pay, exclusive of Overtime.

3. How a Supplement is Treated.

The Employee shall receive up to one hundred (100%) percent of their gross salary rate including any regular hours worked and leave accruals to cover time off (Sick leave, Vacation, CTO and/or Holiday Leave), until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive up to one hundred (100%) percent of Employee's gross salary rate when combining the supplemental amount provided by Workers' Comp/SDI with integrated leave.

4. Paid Leave Accrual.

An Employee shall earn Sick Leave, Vacation Leave, and Holiday Leave benefits during any full bi-weekly pay period in which the Employee receives Workers' Comp/SDI benefits and is on Payroll Status. Furthermore, an Employee shall receive service credit including for seniority and merit step increases during such a period, as long as the Employee is in a Payroll Status with the City. Retirement service credit is determined by CalPERS.

5. Leave of Absence While on SDI.

An Employee who is receiving SDI benefits while absent from work, but who is in a Non-Payroll Status with the City is entitled to a leave of absence under Section 10.2 of the Personnel Rules subject to the requirements of that Section.

ARTICLE 20 PAYROLL DEDUCTION

Upon receipt of an authorized form from an Employee, the City shall make credit union or bank deductions from the Employee's check. Upon written request, the City will advise the SCPOA of all deduction changes for its members.

ARTICLE 21 OUTSIDE EMPLOYMENT

1. Employees may engage in outside employment, in addition to their City employment, only under the following conditions (as provided by the Personnel Rules, the Police Department "Policies and Procedures Manual", California Penal Code Section 70, and California Government Code Section 1126):

A. There shall be no conflict of interest or incompatibility with the Employee's City employment. No Employee shall engage in employment as a Notary Public, Private Detective, Bill Collector, or Counselor at Law. Furthermore, no Employee shall have as a business partner any person whose occupation would fall into the above categories. Furthermore, no Employee shall engage in or participate either directly or indirectly as principal, agent, or employee of:

1) Any tow car, motor vehicle wrecker, ambulance service, or taxicab service.
2) Any establishment where the sale of liquor is the principal business.
3) Any employment dealing with the investigation or adjusting of claims or losses arising out of motor vehicle or other types of accidents.
4) Any employment with any other Law Enforcement Agency, custodial, corrective or investigative agency, or any other type of employment requiring the "power of a peace officer," or in any job where a concealed weapon could be used as part of the Employee function, except as provided in Subsection A.5. below.
5) The City agrees to meet and confer to develop a side letter that lays out the specifics of a program that would allow Employees to seek approval for outside employment under certain conditions. These conditions would include armed private security but would not include temporary employment with other public law enforcement agencies.

B. The time involved in outside employment shall not adversely affect the Employee's attitude or efficiency in the Employee's City employment. Unless authorized by the Police Chief, part-time work shall not be performed within 8.0 hours preceding the Employee's normal duty hours with the City of Suisun City. The total time worked shall not exceed 24.0 hours in any seven consecutive days.

C. No telephone calls or personal contacts concerning the outside employment shall be made during the hours of City employment. The Employee shall not conduct or promote in any manner, the Employee's part-time work while on duty, and the Employee shall not use any of the facilities of the City for that purpose.

D. Each Employee shall report all outside employment to the Police Chief and shall secure the written approval of the Police Chief and the City's Personnel Officer prior to the commencement of outside employment. Any Employee desiring to engage in outside employment on a part-time basis shall forward a written request to the Police Chief, in duplicate, outlining the nature of the part-time work, name of employer and whether it is to be long- or short-term work.

2. Employees engaged in part-time work shall not expect or request special consideration as to shift arrangement, illness or injury due to part-time work, or tardiness when starting shift. In the event of illness or injury occurring while engaged in part-time work, a doctor's examination shall be requested before resuming City duties. Part-time employment shall not be engaged in when an Employee is off ill and cannot perform the Employee's duties for the City.

ARTICLE 22 LAYOFF AND REEMPLOYMENT

Rules regarding Layoff and Reemployment are set forth in Section 13.2 of the Personnel Rules.

ARTICLE 23 GENERAL PROVISIONS

1. Severability.

If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the Parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

2. Full Understanding.

The Parties agree that this Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.

3. No Requirement to Meet and Confer.

Except as provided Appendix A, Article 4 and Appendix B, Article 5, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Agreement during the term of this Agreement.

4. Reopeners.

Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purposes:

A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.

B. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCPOA.

C. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and

D. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.

E. Upon completion of an audit of overtime and wages, the parties agree to reopen to discuss any modifications that may be necessary, which may include but is not limited to the means and method for calculating overtime.

F. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only grounds for reopening the Agreement during its term.

5. Savings Clause.

In the event that the implementation of any article, section, subsection, or paragraph of this Agreement shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the SCPOA shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section, subsection, or paragraph.

6. No Strike/Lockout.

The SCPOA agrees that there will be no strike, work stoppage, slowdown, "sick in", sit down, refusal to perform work, other interference with City operations, picketing, or refusal to enter upon City premises on any account or in connection with any grievance or dispute. The City agrees that it will not engage in any lockouts during the term of this Agreement.

7. Successor Agreement.

This Agreement shall be in full effect from July 1, 2023 through and including June 30, 2025. Either Party may serve upon the other its written request to commence negotiations for such successor Agreement as early as February 1, 2025. Upon receipt of such written notice, negotiation sessions shall commence no later than thirty (30) days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction within the limitations of the City's ability to pay with the intent to be completed no later than June 30, 2025.

8. Distribution of Agreement.

Within ten (10) days of the adoption of this Agreement, all covered Employees shall receive a copy of the Agreement. The "copy" may be provided in electronic format.

9. Effective Date.

The effective date of this Agreement shall be July 1, 2023.

[APPENDIX A – SWORN LAW ENFORCEMENT EMPLOYEES ON NEXT PAGE]

APPENDIX A – SWORN LAW ENFORCEMENEMPLOYEES

ARTICLE 1 ADDITIONAL COMPENSATION

1. Entry-Level Police Officer Merit Increases.

Notwithstanding AD 7, the "Anniversary Date" for entry-level Police Officers is twelve months from the date of hire instead of the date of completion of probation. Police Officers are eligible for merit increases on their Anniversary Date and annually thereafter. Upon the successful completion of Probation with 18 months service, however, an entry-level Police Officer at B Step is eligible to advance to C Step. This advance to C Step will not change the employee's Anniversary Date or eligibility for future Merit Increases on their Anniversary Date. When an entry-level Police Officer's Probation is extended, their Anniversary Date may be modified. Police Officers who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range within the timeframes indicated above, subject to a performance evaluation and the Police Chief's recommendation.

2. Lateral Police Officer and Police Sergeant Merit Increases.

All newly appointed Police Sergeants and Lateral Police Officers will serve a probationary period of 12 months. All Police Sergeants and Lateral Police Officer hires who have successfully completed their probationary period will be eligible for a merit increase. Advancement within a Pay Range shall not be automatic; all increases shall be based on merit. Annually on the anniversary of the appointment to Police Sergeant or as a Lateral Police Officer, Employees will be eligible to advance to the next higher step. Police Sergeants and Lateral Police Officer hires who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range within the timeframes indicated above, subject to a performance evaluation and the Police Chief's recommendation. A Lateral Police Officer hired at Steps A or B, shall be eligible for the same merit advancement schedule as provided to Entry-Level Police Officers.

3. POST Certificate Pay – Sworn Officers.

Certificate Pay shall be provided for Employees who have earned a Peace Officer Standards and Training, (hereinafter "POST") Basic Certificate, Intermediate Certificate and Advanced Certificate. Pay will be provided the pay period immediately following receipt of the certification from POST effective the issue day of the certificate.

A. POST Basic Certificate. The City agrees to pay two (2%) percent of Base Salary for Police Officers who have earned a POST Basic Certificate.

B. POST Intermediate Certificate. The City agrees to pay an additional five (5%) percent above POST Basic Certificate Pay for Police Officers and Police Sergeants who have earned a POST Intermediate Certificate.

C. POST Advanced Certificate. The City agrees to pay an additional five (5%) percent above POST Intermediate Certificate Pay for Police Officers and Police Sergeants who have earned a POST Advanced Certificate.

4. Police Corporal Assignment Pay.

Police Officers, serving on Special Assignment as Police Corporals, who are not receiving any other Assignment Pay, shall receive additional pay for this assignment. Police Corporal Assignment Pay shall be calculated as an hourly rate equivalent to five (5%) percent of the employee's base hourly rate of pay.

5. Field Training Officer Assignment Pay.

Police Officers, who are certified FTO Trainers, and not receiving any other Assignment Pay, shall receive FTO Assignment Pay while they are training a regular or reserve officer. At no time shall FTO Assignment Pay for one or more FTOs who are training the same trainee for one shift exceed the total hours worked by the trainee during that shift. FTO Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the employee's base hourly rate of pay.

6. Officer-in-Charge Assignment Pay.

Police Officers, who are not receiving any other Assignment Pay, shall receive OIC Assignment Pay while they are serving as the Officer in Charge (hereinafter "OIC") in the absence of a Police Sergeant for a period of at least one hour. OIC Assignment Pay shall be calculated as an hourly rate equivalent to five (5%) percent of the employee's base hourly rate of pay.

7. Detective Assignment Pay.

Police Officers and Sergeants serving on special assignment as Detective, who are not receiving any other Assignment Pay, shall receive Detective Assignment Pay. Detective Assignment Pay shall be calculated as an hourly rate equivalent to five (5%) percent of the employee's base hourly rate of pay.

8. Sworn Officer Longevity Pay.

Upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a three (3%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City service shall be entitled to an additional three (3%) percent increase in compensation (for a total of six (6%) percent).

9. Range Qualification.

With the prior approval of an Employee's supervisor, range qualifications on off-duty hours shall be paid at the applicable Overtime Rate for a minimum of 2.0 hours. Except as provided in the articles pertaining to CTO accrual, the time shall be in the form of a cash payment or compensatory time off (hereinafter "CTO") at the Employee's option.

ARTICLE 2 HOURS OF WORK

1. Workweek/Workday.

At the discretion of the City, Regular Full-Time Employees shall be assigned to one of the following work schedules:

A. A forty (40) hour workweek consisting of five (5) consecutive eight (8) hour days in a seven (7) day period (hereinafter "5/40"), beginning at noon on Friday through 11:59 am on the following Friday. All other work schedules shall be considered Alternative Work Schedules (AWS).

B. Authorized Alternative Work Schedules include: four (4) consecutive ten (10) hour days in a seven (7) day period (hereinafter "4/10"), or nine (9) workdays totaling eighty (80) hours during a fourteen-day period (hereinafter "9/80"), or twelve (12) hour shifts consisting of six (6) workdays of twelve (12) hours and a seventh (7th) workday of eight (8) hours, totaling eighty (80) hours during a fourteen-day period (hereinafter "3/12/8"), or twelve (12) hour shifts consisting of seven (7) workdays during a fourteen (14) day period (hereinafter "3/12"). AWS may include any other configuration approved by the Police Chief and City Manager.

C. AWS Assignments are subject to recommendation of the Police Chief and City Manager approval and shall not be considered permanent. At such time as the Police Chief and City Manager determine that an AWS does not meet departmental needs for any or all employees, the City can change or discontinue the AWS upon thirty (30) day notice to the affected employee(s) and the SCPOA of the change or discontinuation, with no meet and confer required, but the SCPOA shall be afforded the opportunity to explore alternative, nonbinding options, with the Police Chief during that 30-day notice period. The POA retains the right to file a grievance over this provision.

2. Rest Periods.

Whenever an employee is assigned to a fixed schedule shift of more than 10 hours, there shall be a mandatory minimum rest period of eight (8) consecutive hours between the end of one scheduled work shift and the start of the next scheduled work shift. Mandatory rest periods interrupted by a court appearance will begin 30 minutes after the employee is released from court, rounded to the nearest quarter hour.

Example:

A. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 2 p.m. the same day, the 8 consecutive hours occurs between 6 a.m. and 2 p.m. and there is no mandatory rest period after the court appearance is completed.

B. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 8:30 a.m. the same day, and the court appearance is over by 9:30 a.m., the 8 consecutive hours start at 10 a.m. and ends at 6 p.m., the beginning of the next work shift. Therefore, there is no mandatory rest period after the court appearance is completed.

C. If an employee completes a regular work shift at 6 p.m. and has a scheduled court appearance at 10 a.m. the same day, and the court appearance is over by 10:45 a.m., the 8

consecutive hours starts at 11:15 a.m. and ends at 7:15 p.m. The employee is not required to take vacation, holiday, compensatory time or unpaid leave to cover the absence. An employee requiring a mandatory rest period shall immediately coordinate that absence with the on-duty supervisor.

3. Exceptions to Mandatory Rest Period.

In the event of a critical incident and/or when the shift falls below the minimum staffing (1 supervisor and 2 officers), employees may be ordered by the shift supervisor to return to work before the 8 consecutive hours of rest period are completed. The remaining hours of the mandatory rest period not completed, shall be compensated at the applicable Overtime Rate.

Example:

A. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 1:30 p.m. the same day, and the court appearance is over by 4 p.m., and the 8 consecutive hour starts at 4:30 p.m. and ends at 12:30 a.m.

B. If the employee is ordered to return to work before 12:30 a.m., those hours after the start of their scheduled shift (6 p.m.) until the end of the consecutive 8 hour rest period (12:30 a.m.) shall be compensated at the applicable Overtime Rate.

4. Work Schedule.

A. Except as provided in Subsection D of this Section, the City shall not reschedule an Employee's shift to split the Employee's days off. If an Employee requests a shift change with another Employee, this shall not be considered a rescheduling by the City and the Employee shall not be paid at the Overtime Rate.

B. Except as provided in Subsection D of this Section, in the event the City changes an Employee's regularly scheduled shift without at least five days' notice, those hours shall be paid at the applicable Overtime Rate. Notice shall consist of oral notification or written notification placed in the Employee's shift box.

C. Except as provided in Subsection D of this Section, in the event the City assigns or schedules an Employee to work a shift with notice of fewer than twelve hours between his/her last assigned shift or scheduled duty, then the second shift shall be paid at the applicable Overtime Rate.

D. The exceptions to Subsections A, B, and C of this Section are as follows:
   1) Employee-requested shift changes.
   2) Changes made in the schedule of an Employee assigned to a training function.
   3) A general departmental shift change.
   4) Employees assigned to a short-term, non-patrol function such as: boat patrol, crime suppression, major incident call outs, DUI checkpoints, and SWAT.
   5) Time already compensated under the Overtime provisions of this Article.

E. Employees will be given the opportunity to indicate shift preference on a seniority basis. When making shift assignments, the Department shall consider such preferences, but they shall not be binding. Employees may remain on the same shift for up to 18 months.

5. Meal Periods

A. Except as provided in Section D of this subsection, all Employees shall be entitled to a 45-minute meal period to be included in the regular shift.

B. Employees assigned to a course of training, a non-patrol assignment, and who are not required to be on-duty during their meal period, shall not be compensated for the time spent on the meal period.

C. Employees assigned as the School Resource Officer (SRO) or to an investigations assignment shall be afforded a paid one-half hour lunch period, during which the SRO shall be subject to call-out.

D. Officers assigned to court shall be compensated for time spent on their meal period, providing they are required to return to court after the meal period.

6. Flex Time.

Time worked in excess of the Employee's regularly scheduled Workday may be taken as "flex time" on an hour-for-hour basis provided that:

A. The time is taken within the same workweek that it is earned; and

B. The determination that such time is considered "flex time" is mutually agreed upon by the Employee and the Employee's supervisor; and

C. The supervisor adjusts the posted work schedule.

ARTICLE 3 STANDBY-BY PAY

Any Employee who is required by a directive from a first-level supervisor or above, or an order by the Court or the District Attorney or his/her representative, to remain available for duty or to remain available to appear in Court (and is thereby placed on "stand by") and is restricted from travel to any area or location which would preclude the Employee's return to duty within one hour, or is required to maintain telephone contact or pager contact at all times during such stand-by period, shall receive Stand-By Pay, which shall be compensated at the rate of one-half of the Employee's Regular Salary (straight-time hourly) rate for the time period that the Employee is on "stand by".

ARTICLE 4 OVERTIME PAY

1. For the purpose of Overtime and minimum time calculations, an Employee may not be paid twice for the same time period. If time periods overlap, then the time shall be calculated as a continuous work period.

2. The Work Period for Sworn Employees is 14-days per the FLSA 7K exemption. Sworn employees will be paid at the Overtime Rate for all hours worked in excess of eighty (80) hours per 14-day FLSA work period.

3. All time on paid leave status will be considered hours worked for the purpose of computing Overtime.

4. Work schedules may be temporarily realigned for Employees attending Job-Related Training. Consistent with the realigned work schedule, Employees traveling to and from such training outside of those work hours, minus the time it would take to drive to and from their residence to the SCPD, shall be compensated by the City. The Employee shall receive written approval in advance for such compensated travel.

5. Employees attending job-related and assigned training shall receive credit for the total amount of hours scheduled for that training even if it is less than the original scheduled time. Employee travel time, however, shall not be calculated as overtime if that travel time falls within the scheduled course hours.

6. When an Employee is expected to be absent for one or more workweeks for Workers' Compensation Leave (4850 or Temporary Total Disability), Sick Leave, Family or Medical Leave pursuant to state and federal law, or a non-paid status, the employee's work schedule shall be converted to a five (5) day, forty (40) hour workweek at the beginning of the work period following receipt of such information, or, if known prior to the work period in which the absence will occur, at the beginning of the work period in which the absence begins.

7. Employees working on an authorized and documented temporary assignment under Light Duty or a Reasonable Accommodation will have their work schedule changed to meet the needs of the unit to which they are assigned during these temporary assignments.

8. The parties agree to meet and confer regarding implementation of a different FLSA work period for sworn employees.

ARTICLE 5 COMPENSATORY TIME OFF (CTO)

1. <u>CTO Accumulation.</u>

Except as otherwise provided in this Article, an Employee shall have the discretion to have the compensation for hours worked on an Overtime basis credited as either CTO or paid Overtime. The maximum accumulation of CTO is as follows: the first 10 years of City service: 160.0 hours;

over 10 years of City service: 200.0 hours. If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Employees shall schedule time off using CTO only with prior Police Chief approval.

2. Backfilling on CTO.

When one Employee uses CTO to be off work on a paid basis, and if the Employee who backfills the first Employee would be working in an Overtime situation, the backfilling Employee may not accrue CTO for that backfilling role.

3. Grant-Funded CTO.

In order to ensure that the General Fund in not negatively impacted, Employees working Overtime on a grant-funded project or assignment shall receive compensation for Overtime hours worked on a paid basis only.

4. CTO Cash-Out.

Employees are allowed to cash out a maximum of sixty (60) hours of CTO as accrued by January of each year). The combined total annual cash-out between Vacation, Holiday and CTO may not exceed sixty (60) hours. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. With the exception of the January cash-out, Employees may not cash out CTO except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

ARTICLE 6 VACATION LEAVE

1. Vacation Accrual.

The accumulation of Vacation Leave shall commence effective with the date of hire according to the following schedule and be prorated on a pay period basis:

A. For the first five years of service. Employees shall earn and be credited with Vacation Leave at the rate of 80.0 hours per year (3.08 hours per Pay Period).

B. Commencing with the sixth year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year (4.62 hours per Pay Period).

C. Commencing with the eleventh year. Employees shall earn and be credited with Vacation Leave at the rate of 144.0 hours per year (5.54 hours per Pay Period).

D. Commencing with the sixteenth year of service. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year (6.15 hours per Pay Period).

2. Maximum Accumulation.

Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation Cash-Out.

Employees may not cash out Vacation Leave except upon leaving City Service or during the annual January cash-out. The combined total annual ash-out between Vacation, Holiday and CTO may not exceed sixty (60) hours. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each employee's current Vacation balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Vacation by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. No Vacation cash-out election will be allowed for any Employee for a period of four months following the last day for a suspension from duty for disciplinary reasons.

4. Illness During Vacation.

If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.

5. Upon Death.

When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

ARTICLE 7 UNIFORMS AND CLEANING

A clothing allowance shall be paid by the City as provided below:

1. Uniform Allowances. Annually, the City shall pay those Employees required to wear uniforms $1300, to be paid in regular paychecks on a pro-rata basis, equally divided across each of the 26 paychecks.

2. New Employees may receive an advance of their first uniform allowance payment. Should a new Employee leave employment with the City prior to completion of one year, the

advanced clothing allowance shall be withheld from his/her final paycheck or shall otherwise be returned to the City.

3. If an Employee terminates employment with the City prior to the payment of the allowance, the Employee shall not receive the clothing allowance.

4. The City agrees to replace or repair uniforms or equipment required by general order of the department that are damaged in the scope of employment. Said repairs should be completed only when they do not adversely affect the appearance or function of the item. Items of substantial age or heavily worn may be prorated for replacement.

ARTICLE 8 SOFT BODY ARMOR

1. The City will purchase a soft-body armor vest for each officer.

2. The vendor will be chosen by the City. The department will purchase up to a level II vest. Any vest upgrade will be the responsibility of the officer, who will forfeit that upgrade should they have to relinquish the vest to the department due to separation during probation as outlined in item 6 of this section.

3. The City will replace the safety vest five years after the date of purchase or upon proof that the vest is defective.

4. The vest shall remain the property of the City. Ownership shall transfer to the Employee if the Employee separates from service on good terms after at least one year of employment, or upon completion of probation in the case of newly hired officers.

5. The Employee shall be required to wear the vest while assigned to patrol duties.

6. Should an Employee separate from City Service prior to the completion of probation, the vest shall be returned to the City.

ARTICLE 9 VEHICLE ASSIGNMENT

1. Having personnel with expertise in investigations on an on-call status is crucial to the daily operations of this agency. Those personnel assigned to Investigations are required to respond as rapidly as possible to an event requiring their expertise. For this reason, the Department may assign a take-home vehicle to members assigned to Investigations and subject to being on-call. It is the policy of the Suisun City Police Department to restrict the assignment of such vehicles to individuals within a seventy-five (75)-mile radius from the Police Department, except as otherwise approved by the Police Chief.

2. Members assigned a take home vehicle are to adhere to the provisions of the Police Department's Vehicle Use and Drug and Alcohol-Free Workplace policies, except as follows:

3. Members assigned to Investigations, with the approval from the Police Commander, are authorized to take an assigned city vehicle home. City owned vehicles are to be left at the Police Department during vacations or other periods of leave or extended leave or extended absence, except as authorized by the Police Commander.

4. When a member is on-call, the vehicle may be operated for local usage to maintain their on-call availability and in lieu of on-call or standby compensation. The member is required to be reachable by phone, able to return to work within sixty (60) minutes of being called and is to refrain from activities which might impair their ability to safely perform assigned duties.

5. When a member is not on-call, off duty usage is restricted to travel to and from work or other work-related purposes. Limited, incidental personal business while traveling to and from work is allowable.

6. Members may carry passengers in the vehicle; however, they shall not dress in a manner or exhibit conduct that will bring discredit upon the City. Members are responsible for the appearance and conduct of all passengers in their take-home vehicle.

ARTICLE 10 EDUCATION AND REIMBURSEMENT

1. Approval.

On the written recommendation of the Police Chief and the written approval of the City Manager, an Employee may embark on an approved course of study to enhance their job skills. A course of study may include courses needed to gain a degree in a job-related field, or to improve opportunities for advancement or promotion with the City. If the Police Chief does not recommend reimbursement for a course of study, then the Employee may appeal to the City Manager, whose decision shall be final. Employees shall not engage in any course of study covered herein, while on duty. Department-mandated job-related training is separate from voluntary education and is provided on-duty and is determined based on the needs of the department. Employees seeking physical fitness program allowance will reduce the amount of education reimbursement they are eligible to receive by an amount equal to the reimbursement received under the physical fitness program.

2. Alternative Programs Available.

Each fiscal year employees may choose from one of the following Education Reimbursement programs: A) Reimbursement of up to $1,800 for pursuit of a college degree, B) Reimbursement of up to $750 for job-related courses or a certificate program; or C) a loan under the Safety Education Loan Forgiveness (SELF) Program. Courses require pre-approval, prior to the date of enrollment in the course, to ensure the expense is eligible under the MOU.

3. Education Reimbursement for Pursuit of a Degree.

For those Employees pursuing an Undergraduate or Graduate Degree, the maximum reimbursement is $1,800 per fiscal year for eligible expenditures that have occurred during that

fiscal year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.

4. Education Reimbursement for Job-Related Courses.

For those Employees pursuing an approved course of study that does not involve receiving a college degree, the maximum reimbursement is $750 per fiscal year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief, copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.

5. Safety Education Loan Forgiveness (SELF) Program.

SCPOA and the City agree with the interest of enhancing the training and retaining of SCPD employees. The Safety Education Loan Forgiveness (SELF) Program provides a forgivable loan amount of up to a maximum $10,000 per employee for a program leading to a bachelor's degree or other advanced degree (master's or doctorate). The City would pay an amount up to $5,000 per fiscal year to the employee for tuition and related direct expenses as provided below:

A. In order to be eligible for the program, an employee must have been an employee of SCPD for a minimum of one (1) year and have completed field training. The course of study must be approved in advance, be relevant to the City, and be from a regionally accredited, degree-granting institution. Course of study may include courses in a job-related field, or to improve opportunities for advancement or promotion within the City.

B. Employees would have up to a maximum of four (4) years to successfully complete the program by obtaining their degree. The maximum loan amount is limited to $5,000 per year, with a total of $10,000 per employee within the four (4) year period.

C. If an employee (1) does not complete the program within the four years, (2) quits the program, or (3) leaves City service prior to completion of the program, repayment of all funds disbursed under the program would be due back to the City. The repayment would be required to be paid via a payroll deduction (presumably from paid leave cash-out). In the event of insufficient paid leave balances, employees would be permitted to spread the amount due back to the City in equal payments for up to one (1) year, provided they are in City service during this time. If they leave City service during this repayment period, any balance remaining on the final date of employment would become immediately due and payable.

D. Upon successful completion of the program, provided an employee remains in City service, the SELF Program loan would be forgiven after the completion of five years of city service after graduating. If an employee successfully completes the program, but

leaves City service prior to this time, the loan would be required to be paid via a payroll deduction (presumably from paid leave cash-out) based on the following schedule:

1) 100% repayment for an employee who leaves City within one (1) year after graduation from the program.
2) 75% repayment for an employee who leaves City service during the within two (2) year after graduating the program.
3) 50% repayment for an employee who leaves City service during the within three (3) years after graduating the program.
4) 25% repayment for an employee who leaves City service during the within four (4) years after graduating the program.

E. Loan Forgiveness. The city agrees that any loan amount up to ten thousand dollars ($10,000.00) dollars provided under the SELF program will be forgiven if the employee earns a bachelor's degree or higher and completes five (5) years of services with the city after graduation. If the employee separates from city service or does not complete the program within the four years, the employee will be required to reimburse the city per the schedule outlined herein.

ARTICLE 11 PHYSICAL FITNEESS PROGRAM

Upon approval of the Police Chief, Employees may receive an annual allowance of up to $250 of the employee education reimbursement to be used toward fifty (50%) percent of the cost of health club membership or other approved physical fitness training. The Physical Fitness allowance will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the 26 pay checks. Employees must opt into the Physical Fitness Program annually during the month of June for the following fiscal year. Employees will be required to submit verification of membership at a health club or in another physical fitness training program and must maintain membership throughout the year to continue receiving this allowance. Employees must immediately report termination of their health club or physical fitness program membership to avoid overpayment of this allowance. This allowance may only be used for club dues or other approved physical fitness training regimen and may not be used to purchase home gym equipment.

[APPENDIX B – DISPATCH EMPLOYEES ON NEXT PAGE]

APPENDIX B – DISPATCH EMPLOYEES

ARTICLE 1 PROBATIONARY PERIOD

Rules regarding Probationary Period are set forth in Section 7.5 of the Personnel Rules. These rules are amended to include the following provision:

At the discretion of their supervisor, Department Head, and City Manager, Probationary Employees may receive a performance evaluation and release from probationary status after six months, if the Employee's performance exceeds "Meets Standard".

ARTICLE 2 PERFORMANCE EVALUATIONS

1. Annual Performance Evaluation.

Every Regular Employee in the Classified Service shall receive a performance evaluation by his/her immediate supervisor at least annually. The annual review will normally occur within 30 days of the Employee's Anniversary Date, unless an alternate schedule is approved by the City Manager.

2. Purpose.

The purpose of the Annual Performance Evaluation is to promote the successful performance of all City Employees through a process that provides feedback on past performance and directs future performance by identifying performance goals and objectives.

3. Procedure.

The Human Resources Unit shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.

ARTICLE 3 MERIT INCREASES

In order to advance to a higher step in the salary range, the evaluation must demonstrate that the advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and Department Heads in determining whether merit advancements have been earned and should be recommended to the City Manager. Department Heads shall have the authority and responsibility to withhold or delay merit advancements if such advancement is not merited.

ARTICLE 4 ADDITIONAL COMPENSATION

1. POST Certificate Pay – Dispatch Employees.

The City shall pay two (2%) percent of Base Salary to employees in the Public Safety Dispatcher I/II/Senior classifications who have earned a Peace Officer Standards and Training (hereinafter "POST") Basic Certificate.

A. Public Safety Dispatcher I/II/Senior employees in possession of a POST Basic Certificate as of 7/1/2023, will receive the POST Certificate Pay during the first pay period following 7/1/2023.

B. Public Safety Dispatcher I employees will be provided the POST Certificate Pay in the first full pay period immediately following the City's receipt of the certification from POST effective the issue day of the certificate.

2. Incentive Pay.

A. Upon recommendation of the Department Head and the approval of the City Manager or designee, the City will provide training incentives for special education and certification not already required as part of the Employee's job classification and obtained outside the Employee's working hours. Employees receiving Incentive Pay must maintain certification consistent with the rules of the issuing authority. Failure to do so will result in a suspension of this benefit for a period not to exceed six months. During this suspension period, the Employee must cure the reason for loss of certification, or the suspension shall become permanent.

B. Authorized Incentive Pay for special education and certifications shall be as follows: All Employees Covered by Agreement for an AA Degree or Higher 3%

3. Solo Dispatch Pay.

The City endeavors to provide adequate coverage during peak dispatch operations periods. When a dispatcher works alone for five (5) or more hours, the City will provide a two (2%) percent increase in compensation for that shift for the full duration of that shift.

4. Dispatch Employee Longevity Pay.

A. Effective the first pay period following 7/1/2023, upon the completion of ten (10) years of continuous full-time City service, represented employees shall be entitled to a two (2%) percent increase in compensation. Employees who complete fifteen (15) years of continuous full-time City service shall be entitled to an additional two (2%) percent increase in compensation (for a total of four (4%) percent).

B. Dispatch Employee Longevity Pay. Effective the first pay period in July 2024, upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a three (3%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City serve, shall be entitled to a three (3%) percent increase in compensation (for a total of six (6%) percent.)

ARTICLE 5 HOURS OF WORK

1. Attendance.

Employees shall be in attendance at their workstation in accordance with departmental schedules unless on approved leave.

2. Work Schedules.

At the discretion of the City, Regular, Full-Time Employees shall be assigned to one of the following work schedules:

A. A 40.0-hour workweek consisting of five consecutive 8.0-hour days in a seven-day period (hereinafter "5/40"), beginning at noon on Friday through noon on the following Friday. All other work schedules shall be considered Alternative Work Schedules.

B. An Alternative Work Schedule, such as four consecutive 10.0-hour days in a seven-day period beginning at noon on Friday through noon on the following Friday (hereinafter "4/10"), or nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter "9/80"), or any other configuration approved by the Department Head and City Manager. Assignment to an Alternative Work Schedule is subject to Department Head recommendation and City Manager approval and shall not be considered permanent. At such time as the Department Head and City Manager determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.

C. Employees shall not be scheduled to work more than seven consecutive days without two scheduled days off, except in emergency situations.

D. Employees assigned to an Alternative Work Schedule may have the start of the workweek changed in accordance with the requirements set forth in the Fair Labor Standards Act.

E. Employees may temporarily flex their schedules with the prior approval of their Department Head, so long as the new schedule meets the City's needs and the Employee works a full schedule or makes up the shortfall with paid leave.

F. All paid leave (Sick Leave, Vacation Leave, Holiday Leave, and CTO) shall be charged to the Employee's paid leave balance(s) for all hours not worked up to the scheduled hours for that day(s). For example, if an Administrative Assistant is off sick on a 9.0-hour day, that Employee's Sick Leave balance would be reduced by 9.0 hours for that absence. Similarly, if a Holiday falls on a 9.0-hour Workday, the Employee would receive 8.0 hours of Holiday Time Off and the balance of 1.0 hour may be made up through use of Vacation Leave, Holiday Leave, or CTO. Sick Leave may not be used to make up for Holiday Time Off shortfalls.

3. Conflict with FLSA.

The City and SCPOA acknowledge that where this Article may conflict with the Fair Labor Standards Act, the Act shall take precedence.

4. Breaks.

All Employees shall be entitled to receive a 15.0-minute break for every 4.0 hours of work or major fraction thereof.

5. Dispatch Schedule Meet and Confer.

The parties agree to meet and confer on the work schedule for represented Dispatch employees.

ARTICLE 6 ON-CALL (STANDBY) DUTY

The following procedures shall apply exclusively to On-Call assignments for Police Dispatchers when so assigned and where Dispatchers are required to make themselves available for a share of weekly Dispatcher On-Call (sometimes referred to as Standby) duty:

1. Dispatcher On-Call will be assigned based on schedules and availability.

2. Dispatchers scheduled for On-Call Duty agree to be "available" for Call-Out for the days and times scheduled. Availability includes the ability to respond within one (1) hour of notification and refrain from the consumption of alcohol, which may render Employee unable to respond upon Call-Out.

3. Dispatchers shall be available by phone and shall respond to the phone call and arrive at the worksite as directed.

4. Dispatcher On-Call Duty schedules shall be assigned in two 12-hour increments when a potential vacancy could cause a lack of adequate staffing in the communications center.

5. Dispatchers who have been scheduled for On-Call Duty and either fail to be "available" or fail to report for work once notified shall be subject to disciplinary action.

6. Dispatchers who are ill shall contact the on-duty supervisor at the soonest opportunity available so that the scheduled On-Call employee can make the necessary arrangements to fill the shift in need. The employee on the shift prior to the vacant shift may be held over until such a time as the On-Call employee relieves them. Under no circumstance shall the communications center be left without any personnel. The purpose of this procedure is to ensure the communications center always has a back-up if the on-duty person on a minimum staffed shift becomes ill or otherwise no longer available to work.

7. Dispatchers may request that their supervisor consider trading or rescheduling their On-Call Duty assignment with another Employee. The supervisor shall retain the option of releasing the Employee from the scheduled On-Call Duty assignment.

8. Dispatchers scheduled for weekday On-Call Duty (from the end of the workday on one day to the beginning of the next workday during the work week, which is from 12:00 am Monday through 11:59 pm Friday) will receive two (2) hours of On-Call Pay per day at the employee's regular rate of pay.

9. Dispatchers scheduled for weekend On-Call Duty (from the end of the Workday on the last day of the regular workweek to the start of the Workday at the beginning of the next workweek, 12:00 am Saturday through 11:59 pm Sunday) will receive four (4) hours of On-Call Pay per day at the employee's regular rate of pay.

10. Dispatchers scheduled for Holiday On-Call Duty (from 12:00 am to 11:59 pm on a recognized City Holiday) will receive six (6) hours of On-Call Pay per day at one and one half (1-1/2) times the employee's regular rate of pay.

11. In the event of a Call-Out, the Dispatcher shall be paid for a minimum of two (2) hours of time at the appropriate pay rate or receive equivalent CTO, at the employee's option. Employees working more than two (2) hours shall be paid hour-for-hour of the time worked at appropriate pay rate or receive equivalent CTO, at the Employee's option.

12. In the event a Call-Out occurs which requires the Dispatcher to work any amount of time between 12:00 am and 11:59 pm of a holiday, the Employee shall be paid for a minimum of two (2) hours of time at 1.5 times their hourly rate of pay or receive equivalent CTO, at the Employee's option.

Example: Call-Out begins at 11:30 pm and ends at 1:30 am, Dispatcher receives 2 hours of Call Out pay at 1.5 times their hourly rate.

ARTICLE 7 OVERTIME

The following procedures shall apply to Overtime and Compensatory Time Off (hereinafter "CTO"):

1. <u>5/40 Work Schedule.</u>

For all Employees assigned to a 5/40 work schedule, all work performed in excess of 40.0 hours in a workweek or 8.0 hours in a day, that was approved in advance by the Department Head (except emergency Overtime associated with a Call Out), shall be paid at one and one-half times the Employee's regular pay.

2. Alternative Work Schedules.

Employees on a 4/10 or a 9/80 Alternative Work Schedule shall not be eligible for Overtime until they have worked a full scheduled Workday.

3. Employee-Requested Flextime.

In the event of pre-approved, Employee-requested flextime, Employees shall not be eligible for Overtime until they have worked a full scheduled workweek.

4. Paid Leave Considered Hours Worked.

For purposes of Overtime computation, all paid time including Sick Leave, Vacation Leave, Holiday, and CTO shall be considered hours worked.

ARTICLE 8 COMPENSATORY TIME OFF (CTO)

1. Overtime Credited as CTO.

Except as provided in Section 2 of this Article, Overtime worked may be credited as CTO or be paid as Overtime at the discretion of the Employee. CTO will be credited at a rate of one and one-half times the Overtime hours worked. The maximum accumulation of CTO is as follows:

A. Under five years of City service: 80.0 hours;

B. Five to under ten years of City service: 90.0 hours;

C. Ten to under 15 years of City service: 100.0 hours;

D. 15 years and over of City service: 120.0 hours;

E. Any Overtime worked in excess of these limits shall be compensated on a paid basis.

2. Above CTO Limit.

If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40.0 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Upon separation of service, an Employee is entitled to receive the cash value of all accrued CTO.

3. CTO Cash-Out.

Employees are allowed to cash-out a maximum of 40.0 hours of CTO each January. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year January cash-out of accrued CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. With the exception of the November election, Employees may not elect cash-out of accrued

CTO except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

ARTICLE 9 VACATION LEAVE

Use of Vacation Leave requires prior written approval by the Department Head or designee. Employees are encouraged to take vacations lasting at least one week. Vacation Leave may not be granted in excess of the Vacation Leave balance that has been accrued at the time that the Vacation Leave is granted.

1. Vacation Accrual.

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

A. For the First Five Years of Service. Employees shall earn and be credited with Vacation Leave at the rate of 80.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate 184.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

2. Maximum Accumulation.

Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 years of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation Leave Cash-Out.

Employees may not cash out Vacation Leave except as authorized annually under Eligible paid Leve Cash-Out or upon leaving City Service.

4. Holiday During Vacation.

An Employee will not be charged 8.0 hours of Vacation Leave for a Holiday that occurs during his/her Vacation Leave.

5. Illness During Vacation.

If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.

6. Separation From Service.

Upon separation from service, an Employee is entitled to receive the cash value of all accrued Vacation Leave.

7. Upon Death.

When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

ARTICLE 10 ELIGIBLE PAID LEAVE CASH-OUT

As an alternative to CTO Cash-Out, employees are allowed to elect to cash-out a maximum of 40.0 hours of Eligible Paid Leave in November of the calendar year preceding such cash-out. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current Eligible Paid Leave balances. Employees may make an irrevocable request for the upcoming calendar year to cash-out accrued Eligible Paid Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the cash-out. With the exception of the November cash-out election, Employees may not cash out Eligible Paid Leave except upon leaving City Service. No Eligible Paid Leave cash-out will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons. With respect to this Section, Eligible Paid Leave includes CTO, Holiday Leave, and/or Vacation Leave (in that order of usage). Employees may not cash-out both CTO and Eligible Paid Leave in the same year.

ARTICLE 11 UNIFORMS AND UNIFORM ALLOWANCES

Uniform Allowances. Annually the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

Job Class	Total
Senior Public Safety Dispatcher	$900.00

Public Safety Dispatcher I/II	$900.00
Community Services Officer I/II	$900.00

Uniform allowance will be paid on the regular paychecks of pro-rata basis, equally divided across each of the 26 pay checks.

ARTICLE 12 MILEAGE REIMBURSEMENT

Employees are encouraged to use City vehicles when conducting City business. When the use of private vehicles is required and approved by the Employee's Department Head, the City shall provide mileage reimbursement at the mileage rate set each November by the Internal Revenue Service (Publication 917). The new rate shall be effective the following January.

ARTICLE 13 REIMBURSEMENT FOR EDUCATION OR TRAINING

1. Approval.

On the recommendation of a Department Head and the approval of the City Manager, any Employee may embark on an approved course of education to enhance their job skills. A course of study may include courses needed to gain a degree in a job-related field or to improve opportunities for advancement or Promotion with the City of Suisun City. If the Employee's Department Head will not recommend reimbursement for a course of study, the Employee may appeal to the City Manager or designee.

2. Reimbursement.

Employees are eligible for educational reimbursement for approved classes, including tuition and books, which shall not exceed $1,000 per Employee per year. Upon successful completion of the coursework, the Employee shall submit to the Department Head and HR copies of dated receipts showing education costs (tuition, books, materials, mileage), as well as transcripts, grades or certificates showing successful course completion. If an Employee leaves City service within two years of receiving education reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City.

ARTICLE 14 GRIEVANCE PROCEDURE

Rules regarding the Grievance Procedure are set forth in Chapter 11 of the Personnel Rules.

ARTICLE 15 DISCIPLINARY ACTION

1. Rules regarding the Disciplinary Action are set forth in Chapter 12 of the Personnel Rules. Section 12.8.2 of these Rules is hereby replaced with the following:

2. The Hearing Officer may be an arbitrator, a neutral third party, or a mediator. The Hearing Officer shall conduct an advisory review of the facts and issue a written opinion in the matter that is provided to all parties. The selection of an arbitrator, neutral third party, or

mediator shall be by mutual agreement of the parties. All direct costs involved with having an arbitrator, neutral third party, or mediator review the matter will be borne equally by the parties involved. However, in the event the disciplinary action is completely reversed, the City shall reimburse the SCPOA for its share of the cost of the arbitrator, third party, or mediator.

3. In the event the parties are unable to agree on an impartial arbitrator, mediator, or third party, the parties will make a joint request for a list of five impartial mediators or arbitrators from the State Mediation and Conciliation Service. When such list is received, the parties shall meet within seven calendar days to select the mediator or arbitrator as follows: the parties shall alternately strike the name of one mediator or arbitrator from the list until the name of one remains. That person shall serve as the mediator or arbitrator. The Party to strike the first name shall be determined by a toss of a coin.

4. The City Manager will review the opinion and either:

A. Accept the Recommendation. In the event that the City Manager accepts the recommendation, that decision will be final and not subject to further appeal.

B. Refer the Matter to the City Council. In the event that the City Manager rejects the recommendation, the matter shall be referred to the City Council. The Council shall conduct a closed session pursuant to Subsection 12.8.3.

ARTICLE 16 CONTRACTING OUT

In the event that the City decides to outsource work to a private contractor that would result in the displacement of current represented Employees, the City shall include a request in the Request for Proposal (hereinafter "RFP") that prospective contractors include a proposal to hire said Employees in their response to the RFP.

[SIGNATURES ON NEXT PAGE]

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION
JULY 1, 2023 THROUGH JUNE 30, 2025

CITY OF SUISUN CITY REPRESENTATIVES:

Gregory Folsom, City Manager

Christina Pentland, HR Administrator

Kris Lofthus, Deputy City Manager

Colin Tanner, Deputy City Attorney

SCPOA REPRESENTATIVES:

Shaun Du Fosee
Digitally signed by: Shaun Du Fosee
DN: CN = Shaun Du Fosee email = sdufosee@masagel.com C = US O = Meyers Nave OU = Labor Consultant
Date: 2023.07.06 12:30:05 -08'00'

Shaun A. Du Fosee, Labor Consultant SCPOA

Eric Vera, SCPOA Vice President

Sigfred D. Neri
Digitally signed by Sigfred D. Neri
Date: 2023.07.06 10:29:17 -07'00'

Sigfred Neri, SCPOA Representative

Amanda Marler, SCPOA Representative

Approved as to form
Aleshire & Wynder, LLP

Elena Q Gerli, City Attorney

**TENTATIVE AGREEMENT BETWEEN THE CITY OF SUISUN CITY
AND THE SUISUN CITY POLICE OFFICERS' ASSOCIATION
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING**

The current Memorandum of Understanding ("MOU") between the City of Suisun City ("City") and the Suisun City Police Officers' Association ("Association"), covering the period July 1, 2021 through June 30, 2023, and all Amendments thereto, will expire by its own terms on June 30, 2023 ("SCPOA MOU 2021-23"). The parties commenced negotiations on March 13, 2023 regarding a successor MOU pursuant to the Meyers-Milias-Brown Act ("MMBA") (Gov't Code Sections 3500 - 3511). The following Tentative Agreement for a successor Memorandum of Understanding between the City and the Association and its deal terms have been ratified by the Association on June 27, 2023, but remains subject to formal approval/adoption by the City Council per California Government Code Section 3505.1, which provides:

> "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

The deal points for the successor MOU for the Fiscal Years 2023-2025 covering the wages, hours and other terms and conditions of employment are set forth below. All terms and conditions of the prior SCPOA MOU 2021-2023 shall be maintained unless expressly modified or changed herein until the successor MOU is jointly prepared by the parties, ratified by the Association and accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement.

TENTATIVE AGREEMENT DEAL POINTS

Subject	Tentative Agreement
Term	2-year agreement: July 1, 2023 through June 30, 2025
Conversion	Convert Article Numbers from Roman Numerals to Arabic Numbers. Renumber article numbers, sections, etc. accordingly to incorporate all new and modified TA's.
Dispatchers	Incorporate all provisions from the SCEA MOU that apply to Dispatchers, which were not expressly changed or modified in the tentative agreement for a successor MOU. POA proposed creation of an appendix A/B approach to distinguish between existing MOU provisions that apply to sworn staff and newly incorporated MOU elements that apply specifically to Dispatchers. Dispatchers may either be incorporated into the MOU general provisions, or as a separate appendix, as may be deemed appropriate during drafting of the successor MOU. Any proposals accepted as part of a Tentative Agreement may be revised in the final drafting of the MOU to assist with clearly identifying the provisions for sworn staff, separate from those that apply to Dispatch. Any revisions of individual tentative agreements contained herein for the final draft of the successor MOU will not change the intent of the tentative agreement as discussed and agreed upon.
Recognition	1. The City recognizes the SCPOA as the exclusive representative for the following Permanent sworn public safety and miscellaneous dispatch job classes, on all matters relating to terms and conditions of employment pursuant to Government Code Section 3500 *et seq*: . ~~The SCPOA is the exclusive representative for~~

Subject	Tentative Agreement
	Police Officer Public Safety Dispatcher I Public Safety Dispatcher II Police Sergeant ~~and Police Officer~~ Senior Public Safety Dispatcher~~.~~ ~~1.~~2. Temporary/Limited-Service Positions. It is agreed that Temporary Employees, Part-Time Employees, Emergency Employees, Volunteer Employees, and contractors are not governed by this Agreement and are not represented by SCPOA. Employees who work less than full-time are not represented by SCPOA. If an Employee who had occupied a Temporary, Provisional, or grant-funded Position or Classification is subsequently hired into the same job class as a Regular Employee, they shall be placed in the step level nearest to but not lower than their last Pay Rate as a Temporary, Provisional, or grant-funded Employee. [Move current Article 5 (Reduction in Force) and Article 6 (Use of Reserve Police Officers) under Article I as new section 3 and section 4 respectively.]
Recognition Job Requirements	New: Employees must maintain a valid POST certification as required for their position, as a condition of employment.
Wages	1. Base Salary. ~~Assuming allowable funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City shall provide a premium pay to all bargaining unit employees as follows:~~ ~~A. The City will provide a $6.00 per hour non-pensionable premium pay on top of the base pay rate for all represented job classes up through and until May 11, 2023.~~ ~~B. Premium increases will be effective retroactively to July 1, 2021, if the Tentative Agreement is ratified and signed by Association at least one day prior to the City Council meeting scheduled for July 6, 2021. Alternatively, the premium increase will be effective the first full pay period after City Council adoption of the Tentative Agreement.~~ ~~C. Payments will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 23, 2023.~~ ~~D. The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired on June 30, 2021 and shall not be included in this successor MOU.~~ ~~A. Police Safety. Effective May 12, 2023, the City will provide base hourly wage increases of $6 per hour to the wage range and to the employee's position within that range for all represented safety job classes.~~ ~~B. Dispatch. Effective May 12, 2023, the City will provide base hourly wage increases of $4 per hour to the wage range for all represented Dispatch job classes and base hourly wage increases of $4 per hour to the employee's position within that range for the following represented Dispatch job classes:~~ ~~Public Safety Dispatcher I~~ ~~Senior Public Safety Dispatcher~~ ~~C. Providing base wage increase to the employee's position within the range will decrease the differential between steps to less than 5% as identified in the new alpha numerical salary ranges established for these classifications.~~ ~~D. New hires starting May 12, 2023 or later, in these classifications will be hired into the base numerical range which maintains 5% differential between each step in the range. The alpha salary range will be eliminated once all affected employees in the alpha numeric range reach top step, or through attrition, whichever comes first. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range once they reach the top step.~~ A. Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the base wage rates set forth in the Citywide Salary Schedule shall be adjusted as follows:

Subject	Tentative Agreement

Job Class	Monthly Salary Prior to the Base Wage Adjustments Effective 5/12/23	Base Wage Increase Effective 5/12/23	Approx % of Base Wage Increase Eff. 5/12/23	Approx. Monthly Salary Eff. 5/12/23	Proposed Wage Adjustment *(Rounded 3 decimal point)*	Approx New Monthly Top Step	Total % Change
Police Officer	$6,999	$6/hour	14.9%	$8,039	18.487%	$9,525	36.1%
Police Sergeant	$9,195	$6/hour	11.3%	$10,235	11.675%	$11,430	24.3%
Public Safety Dispatcher I	$5,193	$4/hour	13.4%	$5,887	3.138%	$6,071	16.9%
Public Safety Dispatcher II	$5,560	$4/hour	12.5%	$6,253	6.802%	$6,679	20.1%
Senior Public Safety Dispatcher	$6,116	$4/hour	11.3%	$6,809	7.892%	$7,346	20.1%

~~E.~~B. The previous base wage increases provided effective 5/12/2023 to the employee's position within the range decreased the differential between steps to less than 5% as was identified by the alpha numerical salary ranges established for the following classifications: Police Officer, Police Sergeant, Public Safety Dispatcher I, Senior Public Safety Dispatcher. The alpha salary range will be eliminated once the proposed base wage adjustments for the successor MOU are implemented. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range assigned to their classification and will maintain their current step placement within the range. Nothing herein requires the City to maintain the 5% differential between steps beyond this successor MOU.

C. The aforementioned base wage adjustments will be effective the first pay period following 7/1/2023, should the parties reach a tentative agreement that is ratified by the SCPOA membership no later than 6/30/2023 and subsequently signed by its authorized labor representatives no later than 7/6/2023.

D. Effective the last full pay period of June 2025, represented employees shall receive a two-point five (2.5%) percent Cost of Living Adjustment (COLA), condition precedent on if the City's actual revenue for Fiscal Year 2023/24 exceed budgeted revenues for Fiscal Year 2023/24 by at least three (3%) percent.

~~F.~~E. Effective the first full pay period of January 2024, represented Dispatch employees on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars ($1,000.00).

~~G.~~F. Effective the first full pay period of July 2024, represented Dispatch employees on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars ($1,000.00).

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Entry-Level Police Officer Merit Increases	Entry-Level Police Officer Merit Increases. Notwithstanding AD 7, the "Anniversary Date" for entry-level Police Officers is twelve months from the date of hire instead of the date of completion of probation. Police Officers are eligible for merit increases on their Anniversary Date and annually thereafter. ~~However, u~~ Upon the successful completion of Probation with 18 months service, however, an entry-level Police Officer at B Step is eligible to advance to C Step. This advance to C Step will not change the employee's Anniversary Date or eligibility for future Merit Increases on their Anniversary Date. When an entry-level Police Officer's Probation is extended, their~~his/her~~ Anniversary Date may be modified. Police Officers~~,~~ who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range within the timeframes indicated above, subject to a performance evaluation and the Police Chief's recommendation.
Lateral Police Officer and Police Sergeant Merit Increases	Lateral Police Officer and Police Sergeant Merit Increases. All newly appointed Police Sergeants and Lateral Police Officers will serve a probationary period of 12 months. All Police Sergeants and Lateral Police Officer hires who have successfully completed their probationary period will be eligible for a merit increase. Advancement within a Pay Range shall not be automatic; all increases shall be based on merit. Annually on the anniversary of the appointment to Police Sergeant~~,~~ or as a Lateral Police Officer, Employees will be eligible to advance to the next higher step. Police Sergeants and Lateral Police Officer hires~~,~~ who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range within the timeframes indicated above, subject to a performance evaluation and the Police Chief's recommendation. A lateral Police Officer hired at Steps A or B, shall be eligible for the same merit advancement schedule as provided to Entry-Level Police Officers.
POST Basic Certificate (Police Officers)	POST Basic Certificate. The City agrees to pay two (2~~.0~~%) percent of Base Salary for Police Officers ~~and Police Sergeants~~ who have earned a POST Basic Certificate.
Police Corporal Assignment Pay	Police Corporal Assignment Pay. Police Officers~~,~~ serving on Special Assignment as Police Corporals~~,~~ who are not receiving any other Assignment Pay~~,~~ shall receive additional pay for this assignment. Police Corporal Assignment Pay shall be calculated as an hourly rate equivalent to five (~~5.0~~%) percent of the employee's base hourly rate of pay. ~~The Police Corporal Special Assignment program will be codified in the Suisun City Police Department Policy Manual.~~
Acting Pay	Acting Pay. The City will provide Acting Pay of five (5~~.0~~%) percent for a Police Officer, Sergeant, or Dispatch employee assigned~~,~~ in writing by the Police Chief~~,~~ to work ~~as an acting Police Sergeant.~~ out of class in a higher job classification. Acting Assignments are typically long-term assignments resulting from a vacancy in the higher job classification that may occur through separation, extended vacation, or a ~~long term~~long-term leave of absence. A. In order to receive Acting Pay, there must exist a budgeted position, the assignment must be made in writing, and the employee~~s~~ may not refuse to perform any duty or responsibility of the higher job class. ~~A.~~B. Acting pay shall not be applied to a request to cash-out any form of paid leave~~,~~ or payment for accrued and unused paid leave hours at the time of separation.
POST Basic Certificate Pay (Dispatchers)	New: POST Certificate Pay. The City shall pay two (2%) percent of Base Salary to employees in Public Safety Dispatcher I/II/Senior classifications who have earned a Peace Officer Standards and Training (hereinafter "POST") Basic Certificate. A. Public Safety Dispatcher I/II/Senior employees in possession of a POST Basic Certificate as of 7/1/2023, will receive the POST Certificate Pay during the first pay period following City

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	Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later. B. Public Safety Dispatcher I employees will be provided the Post Certificate Pay in the first full pay period immediately following the City's receipt of the certification from POST effective the issue day of the certificate.
Solo Dispatch Pay	New: Solo Dispatch Pay. The City endeavors to provide adequate coverage during peak dispatch operations periods. When a dispatcher works alone for five (5) or more hours, the City will provide a two (2%) percent increase in compensation for that shift for the full duration of that shift.
Nighttime Hours Differential (Dispatchers)	Nighttime Hours Differential. The City will provide a Nighttime Hours Differential equal to 2.5% of the base salary for employees working in the classes of Public Safety Dispatcher I/II or Senior Public Safety Dispatcher who are assigned to work any payable amount of time (to the nearest 15 minutes) between the hours of ~~7~~6 p.m. and ~~7~~6 a.m., which is also referred to as the shift premium period.
Longevity Pay (Sworn Officers)	Sworn Officer Longevity Pay. Upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a three (3~~.0~~%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City service shall be entitled to an additional three (3~~.0~~%) percent increase in compensation (for a total of six (6~~.0~~%) percent).
Longevity Pay (Dispatchers)	Miscellaneous Dispatch Employee Longevity Pay. Effective the first pay period following 7/1/2023, upon the completion of ten (10) years of continuous full-time City service, represented employees shall be entitled to a two (2%) percent increase in compensation. Employees who complete fifteen (15) years of continuous full-time City service shall be entitled to an additional two (2%) percent increase in compensation (for a total of four (4%) percent). Miscellaneous Dispatch Employee Longevity Pay. Effective the first pay period in July 2024, upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a three (3%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City service, shall be entitled to a three (3%) percent increase in compensation (for a total of six (6%) percent).
Call-Back Pay	Call-Back Pay. This section shall apply to Police Officers, Police Sergeants, and Dispatchers. A. All Employees~~,~~ who are required to return to work outside of their normal working hours~~,~~ shall receive Call-Back Pay at the applicable Overtime Rate for a minimum of 2.0 hours. B. If the call-back time is not canceled prior to the Employee's arrival for duty, the Employee shall be compensated for a minimum of 2.0 hours at the applicable Overtime Rate. C. This form of compensation applies to a situation where an Employee is required to appear before or attend a City or Department board, committee, or any other function, with the following exceptions: 1) If an Employee requests a meeting, or appears as an applicant before any board, committee, etc., the Employee shall not receive any type of compensation for such activities. 2) If an Employee is called back due to times or details missing from a report of enough importance that it cannot wait until the Employee's next assigned shift, the Employee will not be compensated for a "call back" under this section. The Employee will be compensated only at the applicable Overtime Rate for the actual time spent completing the report.

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Court Appearances	Court Appearances. This section shall apply to Police Officers, Police Sergeants, and Dispatchers. A. Employees who are required to appear in court during off-duty hours as a result of an event arising from their official duties shall be compensated for their appearance in court at the applicable Overtime Rate. The Court Appearance Minimum shall be four (4)~~4.0~~ hours at the applicable Overtime Rate. The Court Appearance Minimum shall not overlap with compensation for any regularly scheduled duty time. B. If the court appearance is required during the Employee's assigned duty shift (watch) and the court appearance causes an Employee to extend beyond their~~his/her~~ regular scheduled end of watch time, such extended time shall be considered an extension of the duty shift. C. Time for court appearances shall be computed from sign-in until time released. D. The Court Appearance Minimum shall be granted to an Employee if the court appearance (or subpoena) is cancelled less than twenty-four (24) hours prior to time of appearance. If an employee has multiple subpoenas on the same day and all are cancelled less than twenty-four (24) hours prior to the Court appearance, the employee will only be eligible for the Court Appearance Minimum. E. Should the Employee receive two subpoenas and one is cancelled while the other still requires the employee to attend court, then the employee will only be compensated for the actual~~scheduled~~ appearance. In this instance, an Employee will not be entitled to the Court Appearance Minimum for the cancelled appearance. F. Except as otherwise provided in Article XI, Court Appearance compensation shall be in the form of a cash payment or CTO, at the Employee's option.
Dispatcher On-Call Policy and Procedures	Dispatcher On-Call~~Standby~~ Policy & Procedures. The following procedures shall apply exclusively to On-Call~~Standby~~ assignments for Police Dispatchers where ~~when~~ so assigned and where, Dispatchers are required to make themselves available for a share of weekly Dispatcher On-Call (sometimes referred to as Standby) duty: A. Dispatcher On-Call~~standby~~ will be assigned based on schedules and availability. B. Dispatchers scheduled for On-Call ~~Standby~~ Duty agree to be "available" for Call-Out for the days and times scheduled. Availability includes the ability to respond within one (1) hour of notification and refrain from the consumption of alcohol, which may render Employee unable to respond upon Call-Out. C. Dispatchers shall be available by phone and shall respond to the phone call and arrive at the worksite as directed. D. Dispatcher On-Call ~~Standby~~ Duty schedules shall be assigned in two 12-hour increments when a potential vacancy could cause a lack of adequate staffing in the communications center. E. Dispatchers who have been scheduled for On-Call ~~Standby D~~Duty and either fail to be "available" or fail to report for work once notified, shall be subject to disciplinary action.

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	F. Dispatchers who are ill shall contact the on-duty supervisor at the soonest opportunity ~~time~~ available~~,~~ so that the scheduled On-Call~~standby~~ employee can make the necessary arrangements to fill the shift in need. The employee on the shift prior to the vacant shift may be held over until such a time as the On-Call~~standby~~ employee relieves them. Under no circumstance shall the communications center be left without any personnel. The purpose of this procedure is to ensure the communications center always has a back-up if the on-duty person on a minimum staffed shift becomes ill or otherwise no longer available to work. G. Dispatchers may request that their supervisor consider trading or rescheduling their On-Call ~~Standby~~ Duty assignment with another Employee. The supervisor shall retain the option of releasing the Employee from the scheduled On-Call ~~Standby~~ Duty assignment. H. Dispatchers scheduled for weekday On-Call ~~Standby~~ Duty (from the end of the workday on one day to the beginning of the next workday during the work week, which is from 12:00 am Monday through 11:59 pm Friday) will receive two (2) hours of On-Call ~~Standby~~ Pay per day at the employee's regular rate of pay. I. Dispatchers scheduled for weekend On-Call ~~Standby~~ Duty (from the end of the Workday on the last day of the regular workweek to the start of the Workday at the beginning of the next workweek, 12:00 am Saturday through 11:59 pm Sunday) will receive ~~two (2)~~ four (4) hours of On-Call ~~Standby~~ Pay per day at the employee's regular rate of pay. J. Dispatchers scheduled for Holiday On-Call ~~Standby~~Duty (from 12:00 am to 11:59 pm on a recognized City Holiday) will receive ~~two (2)~~ six (6) hours of On-Call ~~Standby~~ Pay per day at one and one half (1-1/2) times the employee's regular rate of pay. K. In the event of a Call-~~-~~Out, the Dispatcher shall be paid for a minimum of two (2)~~2.0~~ hours of time at the appropriate pay rate or receive equivalent CTO, at the employee's option. Employees working more than two (2)~~2.0~~ hours shall be paid hour-for-hour of the time worked at appropriate pay rate or receive equivalent CTO, at the Employee's option. L. In the event a Call-~~-~~Out occurs which requires the Dispatcher to work any amount of time between 12:00 am and 11:59 pm of a holiday, the Employee shall be paid for a minimum of two (2)~~.0~~ hours of time at 1.5 times their hourly rate of pay or receive equivalent CTO, at the Employee's option. Example: Call-~~-~~Out begins at 11:30 pm and ends at 1:30 am, Dispatcher receives 2 hours of Call Out pay at 1.5 times their hourly rate.
Hours of Work	1. Workweek/Workday. At the discretion of the City, Regular Full-Time Employees shall be assigned to one of the following work schedules: A. ~~A. For full-time Employees the normal workweek will be 40.0 hours of five consecutive days within any seven-day period, and the Workday will be 8.0 hours within any 24-hour period. This does not prohibit the City from extending the Workday or workweek pursuant to the Overtime provisions of this Agreement.~~ A forty (40) ~~40.0~~ hour workweek consisting of five (5) consecutive eight (8)~~8.0~~ hour days in a seven (7)- day period (hereinafter "5/40"), beginning at noon on Friday through 11:59 am on the following Friday. All other work schedules shall be considered Alternative Work Schedules (AWS).

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	B. ~~B. The workweek will begin on Friday at noon and end the following Friday at noon.~~Authorized Alternative Work Schedules include: four (4) consecutive ten (10) hour days in a seven (7) day period (hereinafter "4/10"), or nine (9) workdays totaling eighty (80) hours during a fourteen-day period (hereinafter "9/80"), or twelve (12) hour shifts consisting of six (6) workdays of twelve (12) hours and a seventh (7th) workday of eight (8) hours, totaling eighty (80) hours during a fourteen-day period (hereinafter "3/12/8"), or twelve (12) hour shifts consisting of seven (7) workdays during a fourteen (14) day period (hereinafter "3/12"). AWS may include any other configuration approved by the Police Chief and City Manager. C. AWS Assignments are subject to recommendation of the Police Chief and City Manager approval and shall not be considered permanent. At such time as the Police Chief and City Manager determine that an AWS does not meet departmental needs for any or all employees, the City can change or discontinue the AWS upon thirty (30) day notice to the affected employee(s) and the SCPOA of the change or discontinuation, with no meet and confer required, but the SCPOA shall be afforded the opportunity to explore alternative, nonbinding options, with the Police Chief during that 30-day notice period. The POA retains the right to file a grievance over this provision. ~~C. The Parties agree that if an Employee is assigned to a 4/10 alternative work schedule (hereinafter "AWS"), that Employee shall have a normal workweek of 40.0 hours or four consecutive days within any seven day period, and the Workday will be 10.0 hours. Time worked in excess of 10.0 hours per day shall be subject to the Overtime provisions of this Agreement.~~ ~~D. The Parties agree to meet and confer regarding work hours and related Overtime provisions of alternative work schedules such as the 3/12, 4/10, and 9/80 AWS plans. A side letter will be utilized to document the understanding of the Parties regarding such alternative work schedules.~~ 2. Overtime Pay. For the purpose of Overtime and minimum time calculations, an Employee may not be paid twice for the same time period. If time periods overlap, then the time shall be calculated as a continuous work period. ~~A. The City agrees to compensate Employees scheduled for five days, 8.0 hours per day, in the workweek, or four days, 10.0 hours per day if assigned to a 4-10 AWS, at a rate of one and one-half times the Employees' regular rate (hereinafter "Overtime Rate") for each hour of work required in excess of their scheduled hours per Workday or 40.0 hours per workweek.~~ ~~B. Employees shall be compensated at the of payapplicable Overtime Rate for work assigned in excess of the regularly scheduled work hours.~~ A. The Work Period for Sworn Employees is 14-days per the FLSA 7K exemption. Sworn employees will be paid at the Overtime Rate for all hours worked in excess of eighty (80) hours per 14-day FLSA work period. ~~C.~~B. All time on paid leave status will be considered hours worked for the purpose of computing Overtime. ~~D.~~C. Work schedules may be temporarily realigned for Employees attending Job-Related Training. Consistent with the realigned work schedule, Employees traveling to and from such training outside of those work hours, minus the time it would take to drive to and from their residence to the SCPD, shall be compensated by the City. The Employee shall receive written approval in advance for such compensated travel. D. Employees attending job-related and~~,~~ assigned training shall receive credit for the total amount of hours scheduled for that training even if it is less than the original scheduled time. ~~However, E~~employee

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	travel time, however, shall not be calculated as overtime if that travel time falls within~~into~~ the scheduled course hours. E. When an Employee is expected to be absent for one or more workweeks for Workers' Compensation Leave (4850 or Temporary Total Disability), Sick Leave, Family or Medical Leave pursuant to state and federal law, or a non-paid status, the employee's work schedule shall be converted to a five (5) day, forty (40) hour work-week at the beginning of the work period following receipt of such information, or, if known prior to the work period in which the absence will occur, at the beginning of the work period in which the absence begins. F. Employees working on an authorized and documented temporary assignment under Light Duty or a Reasonable Accommodation will have their work schedule changed to meet the needs of the unit to which they are assigned during these temporary assignments. ~~F.~~G. The parties agree to meet and confer regarding implementation of a different FLSA work period for sworn employees. ~~G.~~H. The parties agree to meet and confer on the work schedule for represented Dispatch employees.
Holiday Leave	In lieu of observing Municipal Holidays as provided in AD 7, Personnel Rules, Holiday Leave shall be accrued by adding four (4)~~.0~~ hours per pay period to the Holiday Leave account and an additional eight (8)~~.0~~ hours on the nineteenth day of June. Holiday Leave is accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their holiday time, a maximum of two hundred (200)~~.0~~ hours is allowed to accrue in that balance. Employees may take approved time off using Holiday Leave or stop accruing Holiday Leave until the balance is reduced below two hundred (200)~~.0~~ hours. If an Employee is at the limit, they~~he/she~~ must request to take Holiday Leave off. If a written request to do so is disapproved, then the limit may ~~shall~~ be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by twenty (20) hours. Employees may not cash out Holiday Leave except upon leaving City service ~~or in the case of an emergency with City Manager approval~~ or during the annual January cash out. The combined total annual cash out between Vacation, Holiday and CTO may not exceed 60 hours. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current Holiday Leave balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Holiday Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. No Holiday Leave cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.
Vacation Cash-Out	Vacation ~~Buy Back~~ Cash-Out. Employees may not cash out Vacation Leave except upon leaving City Service ~~or in the case of an emergency with City Manager approval~~ or during the annual January cash out. The combined total annual cash out between Vacation, Holiday and CTO may not exceed 60 hours. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current Vacation balance. Employees may make an irrevocable

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	request for the upcoming calendar year to cash-out Vacation by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. No Vacation cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.
CTO Cash-Out	4. CTO Cash-Out. Employees are allowed to cash out a maximum of sixty (60) hours of CTO ~~amount~~ as accrued by January of each year ~~(1-10 years of service to Suisun City: 40 hours; 10 years and above: 50 hours)~~. The combined total annual cash out between Vacation, Holiday and CTO may not exceed sixty (60) hours. The ~~-~~Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. With the exception of the January cash-out, Employees may not cash out CTO except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.
Sick Leave	Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a protected leave status shall be required to use available accrued paid leave prior to going leave without pay. Rules pertaining to additional leaves of absence are contained in the City's Personnel Rules and Regulations.
Medical and Dental Insurance	**MEDICAL & DENTAL INSURANCE** 1. Core Flex Plan. The City will contribute ~~the following~~ a Core Flex Plan amount~~s toward the monthly premium cost based on the 2021~~ equivalent to the Kaiser Permanente Region 1 Premium~~:~~ for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost. ~~Time Period — Employee — Employee + One — Employee + Family~~ ~~7/1/21 through MOU Term — $813.64 — $1,627.28 — $2,115.46~~ ~~Or the equivalent of the Kaiser Permanente Region 1 Premium, whichever is greater.~~ ~~—~~Should the premium cost of the health plan ~~premium cost,~~ selected by the employee~~,~~ be less than the Kaiser Permanente Region 1 premium ~~cost be less than the amounts listed above~~, the City shall pay no more that the full cost of the Kaiser Permanente rate, with the difference between the cost of the selected health plan premium and the maximum provided by the C~~c~~ity eligible to be applied toward the cost of vision and dental premiums ~~for employees who select Kaiser Permanente~~. 2. Flexible Benefit Options. The City agrees to provide five hundred ($500) dollars~~.00~~ per month (employee only) and seven hundred ($700) dollars~~.00~~ per month (employee plus one or more dependents) as a Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee ~~must choose~~ choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan

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	and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during ~~the~~ each Open Enrollment Period established by the City~~in the Suisun City Flexible Benefits Plan~~. 3. Restrictions. An Employee may either enroll in the Core Flex Plan or be entitled to the Flexible Benefit Options as described in Section 2 of this Article, but may not participate in both, with the exception of the Voluntary Pre-Tax Payroll Deduction Flexible Spending Account or enrollment in a Dental and/or Vision Plan.
Payroll Status and WC/SDI Medical Leave	**PAYROLL STATUS** 1. Payroll Status. Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions: A. Working Full-Time. B. Working Part-Time, at least a thirty (30) hour or greater workweek. C. Working on a restricted or limited duty basis. D. Off work due to an injury or illness covered under Workers' Compensation. E. Off work due to an injury or illness covered under State Disability Insurance. F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA). G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA). H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL). 2. Continuation of City-Paid Insurance Premiums. The City shall continue to contribute the City's share of the health, and life~~, and dental~~ insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave in conjunction with Workers' Comp/SDI benefits to create the equivalent of ~~his/her normal paycheck~~ at least a thirty (30) hour or greater workweek, exclusive of Overtime. 3. Non-Payroll Status. A. Any Employee off work on SDI who has exhausted his/her benefits under FMLA, CFRA, or PDL, ~~and who is off work pursuant to Section 1, Subsections E. through H. of this Article,~~ and who has insufficient accrued paid leave balances to create the equivalent of ~~a normal paycheck~~ at least a thirty (30) hour or greater workweek, exclusive of Overtime shall be considered to be in a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave (Vacation, Sick and Holiday), and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf. The City will continue to contribute life insurance premiums for employees in a non-payroll status. B. An Employee off work~~ pursuant to Section 1, Subsection D.~~ on Workers' Compensation~~ of this Article~~, and who has insufficient accrued paid leave balances to create the equivalent of ~~his/her normal paycheck~~ at least a thirty (30) hour or greater workweek, exclusive of Overtime shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation, Sick, and Holiday); however,

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	the City will continue to contribute the City's share of health insurance premiums on the Employee's behalf for a period of no more than 12 months from the date of injury. The City will continue to contribute life insurance premiums for employees in a non-payroll status. C. Employees contributing to the 457 Deferred Compensation plan, and who are off work on Workers' Compensation/SDI, will have all contributions to the deferred compensation plan stopped during the time on leave unless they are integrating sufficient accrued paid leave to cover the full amount of the requested deferred compensation plan contribution. Workers' Compensation/SDI benefits are non-taxable benefits, therefore shall not be used toward 457 plan contributions. **WORKERS' COMP/SDI MEDICAL LEAVE** 1. Employee Options Regarding SDI Medical Leave. There are ~~two~~ three options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows: A. Option 1: Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave. B. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, CTO, and/or Holiday Leave, in this order, unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on ~~the application for SDI benefits~~ their Request for Leave (RFL) whether the Employee is integrating Sick Leave, and other leave accruals, with SDI benefits. C. Option 3: Employees who apply for disability insurance, may provide the City with the supplemental benefits received by SDI, to be credited to a disability leave accrual account, which the City will then reissue to employees through payroll, enabling employees to remain on payroll status, so long as they integrate accrued leave to create at least a thirty (30) hour or greater workweek, exclusive of Overtime. D. The amount of supplement for any hour of any normal Workday shall not exceed the difference between one hundred (100%~~.0~~) percent of the Employee's normal gross salary rate and the "weekly benefit amount". 2. Medical Leave While on Workers' Comp/SDI. Employees who are off work on medical leave covered under Workers' Comp or SDI may supplement their insurance coverage benefits to ensure that they receive up to one hundred (100%~~.0~~) percent of their normal pay, exclusive of Overtime. 3. How a Supplement is Treated. The Employee shall receive up to one hundred (100%~~.0~~) percent of ~~the~~their ~~Employee's~~ gross salary rate including any regular hours worked and leave accruals to cover time off (Sick leave, Vacation, CTO and/or Holiday Leave), until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive up to one hundred (100%~~.0~~) percent of Employee's gross salary rate ~~less the~~ when combining the supplemental amount provided by Workers' Comp/SDI with integrated leave. ~~Upon deduction of the amount equal to the supplemental amount from the Employee's gross pay, the~~

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	~~Employee's Sick Leave, Vacation Leave, CTO, and/or Holiday Leave shall be credited to the Employee's appropriate benefit accounts in an amount equal to the Employee's hourly Pay Rate.~~ 4. Paid Leave Accrual. An Employee shall earn Sick Leave, ~~and~~ Vacation Leave, and Holiday Leave benefits during any full bi-weekly pay period in which the Employee receives Workers' Comp/SDI benefits and is on Payroll Status. Furthermore, an Employee shall receive service credit including for seniority and merit step increases during such a period, as long as the Employee is in a Payroll Status with the City. Retirement service credit is determined by CalPERS. 5. Leave of Absence While on SDI. An Employee who is receiving SDI benefits while absent from work, but who is in a Non-Payroll Status with the City is entitled to a leave of absence under Section 10.2 of the Personnel Rules subject to the requirements of that Section.
Supplemental Insurance	The City has contracted with Colonial ~~to replace Aflac~~ for voluntary supplemental insurance benefits~~. As of 7/1/2021, the City will no longer deduct Aflac payments via payroll deduction. Employees will have the option to continue their Aflac coverage on their own or can enroll in Colonial~~ which may~~will~~ be paid through ~~administered by~~ City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provide~~d~~ such voluntary benefits in the best interest of the City.
Reimbursement for Education or Training	1. Approval. On the written recommendation of the Police Chief and the written approval of the City Manager, an Employee may embark on an approved course of study to enhance their~~his/her~~ job skills. A course of study may include courses needed to gain a degree in a job-related field, or to improve opportunities for advancement or promotion with the City ~~of Suisun City~~. ~~Such a course of study would not qualify as "self-sponsored training" under the Advanced Assignment and Career Development Program. Any time spent pursuing a course of study shall not be considered being on an on-duty/paid status.~~ If the Police Chief does not recommend reimbursement for a course of study, then the Employee may appeal to the City Manager, whose decision shall be final. Employees shall not engage in any course of study covered herein, while on duty. Department-mandated job-related training is separate from voluntary education and~~,~~ is provided on-duty and is determined based on the needs of the department. Employees seeking physical fitness program allowance will reduce the amount of education reimbursement they are eligible to receive by an amount equal to the reimbursement received under the physical fitness program. ~~1.~~2. Alternative Programs Available. Each fiscal year~~,~~ employees may choose from one of the following Education Reimbursement programs: A) Reimbursement of up to $1,800 for pursuit of a college degree, B) Reimbursement of up to $750 for job-related courses or a certificate program; or C) a loan under the Safety Education Loan Forgiveness (SELF) Program. Courses require pre-approval, prior to the date of enrollment in the course, to ensure the expense is eligible under the MOU. ~~A. Education Reimbursement for Pursuit of an Associates of Arts Degree, which is described in Section 3 of this Article; or~~ ~~B. Education Reimbursement for Job-Related Courses, which is described in Section 4 of this Article; or~~ ~~C. Safety Education Loan Forgiveness (SELF) Program, which is described in Section 5 of this Article.~~

Subject	Tentative Agreement
	~~2.~~3. Education Reimbursement for Pursuit of a Degree. For those Employees pursuing an Undergraduate or Graduate Degree, the maximum reimbursement is $1,800 per fiscal year for eligible expenditures that have occurred during that fiscal year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief~~,~~ copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion. ~~3.~~4. Education Reimbursement for Job-Related Courses. For those Employees pursuing an approved course of study that does not involve receiving a college degree, the maximum reimbursement is $750 per fiscal year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief, copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.~~ Job-related training (as opposed to education) will be based on the needs of the department, and it will be provided on an on-duty/paid basis.~~ ~~4.~~5. Safety Education Loan Forgiveness (SELF) Program. SCPOA and the City agree with the interest of enhancing the training and retaining of SCPD employees. The Safety Education Loan Forgiveness (SELF) Program ~~would be established to~~ provides a forgivable loan amount of up to a maximum $10,000 per employee for a program leading to a bachelor's degree or other advanced degree (master's or doctorate). The City would pay an amount up to $5,000 per fiscal year ~~on behalf of the employee~~ to the ~~educational institution~~ employee for tuition and related direct expenses as provided below: A. In order to be eligible for the program, an employee must have been an employee of SCPD for a minimum of one (1) year and have completed field training. The course of study must be approved in advance, be relevant to the City, and be from a regionally accredited, degree-granting institution. ~~The City will develop a list of preapproved courses of study in consultation with SCPOA.~~ Course of study may include courses in a job-related field, or to improve opportunities for advancement or promotion within the City. B. Employees would have up to a maximum of four (4) years to successfully complete the program by obtaining their degree. The maximum loan amount is limited to $5,000 per year, with a total of $10,000 per employee within the four (4)- year period. C. If an employee (1) does not complete the program within the four years, (2) quits the program, or (3) leaves City service prior to completion of the program, repayment of all funds disbursed under the program would be due back to the City. The repayment would be required to be paid via a payroll deduction (presumably from paid leave cash-out). In the event of insufficient paid leave balances, employees would be permitted to spread the amount due back to the City in equal payments for up to one (1) year, provided they are in City service during this time. If they leave City service during this repayment period, any balance remaining on the final date of employment would become immediately due and payable. D. Upon successful completion of the program, provided an employee remains in City service, the ~~Safety Education Lloan~~ SELF Program loan would be forgiven after the ~~fifth year after the two-year program period~~ completion of five years of city service after graduating. If an employee successfully

Subject	Tentative Agreement
	completes the program, but leaves City service prior to this time, the loan would be required to be paid via a payroll deduction (presumably from paid leave cash-out) based on the following schedule: 1) 100% repayment for an employee who leaves City ~~service during the first two years after the initial two-year program period~~within one (1) year after graduation from the program. 2) 75% repayment for an employee who leaves City service during the ~~third year after the initial two-year program period~~ within two (2) year after graduating the program. 3) 50% repayment for an employee who leaves City service during the ~~fourth year after the initial two-year program period~~ within three (3) years after graduating the program. 4) 25% repayment for an employee who leaves City service during the ~~fifth year after the initial two-year program period~~ within four (4) years after graduating the program. ~~5) 0% repayment for an employee who leaves City service after the fifth year after the initial two-year program period h~~(loan forgiven).~~.~~ E. **LOAN FORGIVENESS:** The city agrees that any loan amount up to ten thousand dollars ($10,000.00) dollars provided under the SELF program will be forgiven ~~-~~if the employee earns a bachelor's degree or higher and completes five (5) years of services with the city after graduation. If the employee separates from city service or does not complete the program within the four years, the employee will be required to reimburse the city per the schedule outlined herein.
Physical Fitness Program	~~An Employee, u~~Upon approval of the Police Chief, Employees may ~~apply~~ receive an annual allowance of up to $250 of the employee education ~~and training incentive pay~~ reimbursement~~,~~ ~~as reimbursement for 50 percent of actual~~ to be used toward fifty (50%) percent of the cost of health club membership or other approved physical fitness training. ~~Reimbursement~~ The Physical Fitness allowance will be ~~made twice annually and included with payment of the uniform allowance~~ paid on the regular paychecks on a pro-rata basis, equally divided across each of the 26 pay checks. ~~Requests for reimbursement must be submitted by the Employee at least 30 days prior to the scheduled reimbursement date.~~ Employees must opt into the Physical Fitness Program annually~~,~~ during the month of June for the following fiscal year. Employees will be required to submit verification of membership at a health club or in another physical fitness training program and must maintain membership throughout the year to continue receiving this allowance. Employees must immediately report termination of their health club or physical fitness program membership to avoid overpayment of this allowance. This ~~reimbursement~~ allowance may only be used for club dues or other approved physical fitness training regimen and may not be used to purchase home gym equipment.
Temporary Measures	Eliminate Entirely
~~General Provisions.~~	4. Reopeners. Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purposes: A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives. B. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCPOA. C. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and D. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations. ~~E. Beginning as early as February 1, 2023, negotiation will reopen for 2023 and be completed no later than June 30, 2023.~~

Subject	Tentative Agreement
	E. Upon completion of an audit of overtime and wages, the parties agree to reopen to discuss any modifications that may be necessary, which may include but is no limited to the means and method for calculating overtime. F. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only groundsbases for reopening the Agreement during its term. 7. Successor Agreement. This Tentative Agreement and the successor MOU based thereon shall be in full effect from July 1, 20213 through and including June 30, 20235. Either Party may serve upon the other its written request to commence negotiations, as well as its initial written proposals for such successor Agreement as early as February 1, 20235. Upon receipt of such written notice and proposals, negotiation sessions shall commence no later than thirty (30) days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction within the limitations of the City's ability to pay with the intent to be completed no later than June 30, 2025. 8. Distribution of Agreement. Within ten (10) days of the adoption of this Agreement, all covered Employees shall receive a copy of the Agreement. The "copy" may be provided in electronic format. 9. Effective Date. The effective date of this Agreement shall be July 1, 20213.

Incorporate the Following MOU Amendments

Article No.	Subject	MOU Amendment(s)
	Enforcing Leave Caps	NEW LANGUAGE TO BE ADDED TO THE FOLLOWING ARTICLES: VACATION LEAVE, COMPENSATORY TIME OFF, AND HOLIDAY LEAVE AS A NEW SECTION TITLED "RESTORING LEAVE CAPS". The parties agree that the previous contractually agreed upon leave caps shall be restored effective July 1, 2024. In order to effectuate this intent, the parties agree that the City will buy down any excess accrued leave to the original contractual accrued leave cap effective the last full payroll period in June 2024. The parties agree that employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave cap and shall not be allowed to accrue over the cap from thereon. The parties understand that after buying down the excess accrued leave to the leave cap that it is likely in the first few payroll periods following that event that employees will exceed the caps again, so the parties have negotiated the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

This Tentative Agreement shall be effective only upon adoption by the City Council of the City of Suisun City. Subject to the foregoing, this Tentative Agreement is hereby executed by the authorized representatives of the City and the Association.

City of Suisun City

Gregory Folsom, City Manager

Christina Penland, HR Administrator

Kris Lofthus, Deputy City Manager

Colin Tanner, Deputy City Attorney

Approved as to form
Aleshire & Wynder, LLP

Elena Q. Gerli, City Attorney

Suisun City Police Officers' Association

Shaun Du Fosee — Digitally signed by Shaun Du Fosee DN: CN = Shaun Du Fosee email = sdufosee@meslagnl.com C = US O = Meslagni/Helsloot OU = Labor Consultant Date: 2023.07.05 21:54:11 -08'00'

Shaun A. Du Fosee, Labor Consultant SCPOA

Eric Vera, SCPOA Vice President

Sigfred D. Neri — Digitally signed by Sigfred D. Neri Date: 2023.07.06 10:09:35 -07'00'

Sig Neri, Negotiating Team SCPOA

Amanda Marler, Negotiating Team SCPOA

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION

July 1, ~~2021~~2023
through
June 30, ~~2023~~2025

Tentative Agreement Approved by City Council July 18, 2023
MOU Approved by City Council July 18, 2023

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION

INTRODUCTION

This Agreement is entered into between the City of Suisun City, (hereinafter "City"), and the Suisun City Police Officers' Association, (hereinafter "SCPOA").

Pursuant to Government Code Section 3500 et seq. and the City of Suisun City Employer/Employee Relations Resolution No. 74-33, the following represents the Agreement reached between the City and the SCPOA, the terms of which will apply to current Employees represented by the SCPOA.

~~UNDERSTANDING AND AGREEMENTS~~

ARTICLE 1 RECOGNITION

1. Job Classes Represented.

The City recognizes the SCPOA as the exclusive representative for the following permanent sworn public safety and miscellaneous dispatch job classes on all matters relating to terms and conditions of employment pursuant to Government Code Section 3500 et seq. ~~The SCPOA is the exclusive representative for Police Sergeant and Police Officer.~~

Represented Job Classes
Police Officer
Public Safety Dispatcher I
Public Safety Dispatcher II
Police Sergeant
Senior Public Safety Dispatcher

2. Temporary/Limited-Service Positions.

It is agreed that Temporary Employees, Part-Time Employees, Emergency Employees, Volunteer Employees, and contractors are not governed by this Agreement and are not represented by SCPOA. Employees who work less than full-time are not represented by SCPOA. If an Employee who had occupied a Temporary, Provisional, or grant-funded Position or Classification is subsequently hired into the same job class as a Regular Employee, they shall be placed in the step level nearest to but not lower than their last Pay Rate as a Temporary, Provisional, or grant-funded Employee.

~~1.~~3. Reduction in Workforce.

In the event that a reduction in the workforce is necessary, the City Manager and the SCPOA shall meet and confer regarding an equitable procedure and/or options to avoid the reduction in the workforce. It is not the intent of the City to lay off a Police Officer in order to replace him/her with a Reserve Police Officer.

~~2.~~4. Use of Reserve Police Officers.

The City has an interest in utilizing Reserve Police Officers to assist in patrolling the City and performing other duties to augment services provided to the community by members of SCPOA. The City does not have an interest in supplanting the services of members of SCPOA. The Parties agree that once properly trained, Reserve Police Officers may be assigned to patrol the City, may perform office duties (such as property and evidence, dispatching, filing, etc.), or may perform other duties as assigned. Reserve Police Officers may be assigned a regular shift to augment the minimum staffing level, as determined by the Police Chief in the General Orders. Reserve Police Officers may fill in for members of the SCPOA who have been assigned a regular shift but are unavailable for duty for the period in question, provided that SCPOA members have been offered and have rejected the offer to work on an Overtime basis. Such offers shall be made based on seniority within job class within the department.

5. Job Requirements.

Employees must maintain a valid POST certification as required for their position, as a condition of employment.

ARTICLE 2 MANAGEMENT RIGHTS AND RESPONSIBILITIES

1. The SCPOA recognizes and agrees that the City Council of the City of Suisun City (hereinafter "City Council"), on its own behalf and on the behalf of the electorate of the City through its bona fide agents, retains and reserves unto itself, limited only by the Articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, express or implied, by the laws and the Constitutions of the State of California and of the United States of America.

2. The SCPOA recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City Council, the adoption of the policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and expressed terms of this Agreement.

3. The SCPOA recognizes and agrees that the City Council's powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, including the outside purchase of products or services; the right to introduce new, or improved methods and facilities; and to otherwise take any action desired to run the entire operation efficiently, except as modified by the meet and confer requirement and this Agreement.

4. Any material conflict between this Agreement and approved policies and procedures shall be resolved through the meet and confer process by the City Manager and the SCPOA. Until such resolution, the approved City policies and procedures shall take precedence.

ARTICLE 3 SUPPORT OF AGREEMENT

1. During the term of this Agreement, the City agrees not to negotiate with any other organization on matters upon which the SCPOA is the exclusive representative and which is within its scope of representation.

2. The SCPOA agrees to negotiate only with the representative officially designated by the City to act on its behalf.

3. It is agreed that neither SCPOA, nor the City shall discriminate against any Employee because of race, national origin, gender, SCPOA membership, or refusal to join SCPOA. The City will not retaliate against any Employee on account of his/her membership in SCPOA, or for exercising his/her lawful rights in SCPOA-related activities.

ARTICLE 4 UNION TIME

1. Negotiating Sessions.

The Parties agree that union business should generally be conducted off City premises and, on the members' own time. The Parties also agree that it is in each Party's interest that the lines of communications remain open and accessible to representatives of both SCPOA and the City. Accordingly, any member serving on the SCPOA's negotiating team shall not suffer a loss of compensation for participating in meet and confer negotiating sessions. Further, negotiating team members may meet for a period of approximately one-half hour before and after the negotiating sessions. No approval is required if the negotiating session is occurring on the member's day off. Members will not be compensated for their participation in negotiating sessions that occur on days that they are not scheduled to work.

2. Union Meetings.

Union meetings should generally be conducted off City premises and on the members' own time. To ensure that members are not disenfranchised, the City agrees to provide paid release time to members on duty, as long as such release time is requested in advance and approved by the City Manager or Designee. The use of City facilities such as the Burdick Center for union meetings may also be approved by the City Manager or Designee, whenever either determines that it would be in the City's interest to do so.

3. New Employee Orientation & Contact Information.

All Employees will receive a New Employee Orientation within their first five (5) regular Workdays of employment with the City. The New Employee Orientation will be presented by Human Resources Division staff members at a time and place determined by the City. The

purpose of this orientation is to review and complete required payroll, insurance benefits, and similar required documentation; to train the Employee regarding City and/or Departmental policies, procedures and specific requirements of the position; and to provide other necessary information. At no time during the orientation shall a City or SCPOA representative provide derogatory information or advocacy about the other.

A. The City will provide SCPOA notice of a pending New Employee Orientation within one (1) business day of the execution of an employment offer letter.

B. One (1) SCPOA representative, officer, steward, or member will be provided an opportunity for a 15- minute private session with the new Employee during the New employee Orientation. SCPOA may provide written information to be included with the orientation materials, in lieu of such a private session. Two (2) business days prior to the New Employee Orientation, SCPOA will provide to Human Resources the name and the contact information of its participating representative. The City and SCPOA will mutually agree to a suitable time during the New Employee Orientation for SCPOA's private meeting with the new Employee. Such private meeting will occur at the same location as the New Employee Orientation.

C. Within 30 days of hire, and annually thereafter, the City will provide SCPOA with Employee contact information in electronic format as required by State law for all represented Employees.

ARTICLE 5 PERSONNEL RULES AND REGULATIONS

Administrative Directive (AD) 7, the City's Personnel Rules and Regulations (hereinafter "Personnel Rules"), was approved by City Council Resolution No. 2011-52 on June 7, 2011. Except as may be provided in this Agreement, the applicable sections of the Personnel Rules, as may be amended from time to time, shall apply to the Employees represented by SCPOA. Prior to amending Resolution No. 2011-52 regarding wages, hours, or other terms and conditions of employment, the Parties shall first meet and confer on the modifications as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.). Unless otherwise provided in this Agreement, the definitions of terms used in this Agreement shall be the definitions provided in Chapter 2 of the Personnel Rules. The Personnel Rules are incorporated herein by this reference; however, the costs associated with the hearing officer provided for in AD 7 with regard to the Level Two appeal of a disciplinary action shall be paid for 100 percent by the City in the case of SCPOA.

ARTICLE 6 COMPENSATION

1. <u>Base Salary.</u>

~~Assuming allowable funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City shall provide a premium pay to all bargaining unit employees as follows:~~

~~A. The City will provide a $6.00 per hour non-pensionable premium pay on top of the base pay rate for all represented job classes.~~

~~B. Premium increases will be effective retroactively to July 1, 2021, if the Tentative Agreement is ratified and signed by Union at least one day prior to the City Council meeting scheduled for July 6, 2021. Alternatively, the premium increase will be effective the first full pay period after City Council adoption of the Tentative Agreement.~~

~~C. Payments will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 23, 2023.~~

~~D. The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired on June 30, 2021 and shall not be included in this successor MOU.~~

A. Effective the first pay period following City Council adoption of the successor memorandum of understanding (MOU) or the first pay period following 7/1/2023, whichever is later, the base wage rates set forth in the Citywide Salary Schedule shall be adjusted as follows:

Job Class	Monthly Salary Prior to Base Wage Adjustments Eff. 5/12/23	Base Wage Increase Eff. 5/12/23	Approx. % of Base Wage Increase Eff. 5/12/23	Approx. Monthly Salary Eff. 5/12/23	Proposed Wage Adjustment (Rounded 3 decimal point)	Approx. New Monthly Top Step	Total % Change
Police Officer	$6,999	$6/hour	14.9%	$8,039	18.487%	$9,525	36.1%
Police Sergeant	$9,195	$6/hour	11.3%	$10,235	11.675%	$11,430	24.3%
Public Safety Dispatcher I	$5,193	$4/hour	13.4%	$5,887	3.138%	$6,071	16.9%
Public Safety Dispatcher II	$5,560	$4/hour	12.5%	$6,253	6.802%	$6,679	20.1%
Senior Public Safety Dispatcher	$6,116	$4/hour	11.3%	$6,809	7.892%	$7,346	20.1%

B. The previous base wage increases provided effective 5/12/2023 to the employee's position within the range decreased the differential between steps to less than 5% as was identified by the alpha numerical salary ranges established for the following classifications: Police Officer, Police Sergeant, Public Safety Dispatcher I, Senior Public Safety Dispatcher. The alpha salary range will be eliminated once the proposed base wage adjustments for the successor MOU are implemented. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range assigned to their classification and will maintain their current step placement within the range. Nothing herein requires the City to maintain the 5% differential between steps beyond this successor MOU.

C. The aforementioned base wage adjustments will be effective the first pay period following 7/1/2023, should the parties reach a tentative agreement that is ratified by the SCPOA membership no later than 6/30/2023 and subsequently signed by its authorized labor representatives no later than 7/6/2023.

D. Effective the last full pay period of June 2025, represented employees shall receive a two-point five (2.5%) percent Cost of Living Adjustment (COLA), condition precedent on if the City's actual revenue for Fiscal Year 2023/24 exceed budgeted revenues for Fiscal Year 2023/24 by at least three (3%) percent.

~~A.~~E. Effective the first full pay period of January 2024, represented Dispatch employees on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars ($1,000.00).

~~B.~~F. Effective the first full pay period of July 2024, represented Dispatch employees on payroll as of the payment date, shall receive a lump sum retention bonus of one thousand dollars ($1,000.00).

2. Acting Pay.

The City will provide Acting Pay of five (5%)~~.0~~ percent for a Police Officer, Sergeant, or Dispatch employee assigned, in writing by the Police Chief, to work ~~as an acting Police Sergeant~~ out of class in a higher job classification. Acting Assignments are typically long-term assignments resulting from a vacancy in the higher job classification that may occur through separation, extended vacation, or a long-term leave of absence.

A. In order to receive Acting Pay, there must exist a budgeted position, the assignment must be made in writing, and the employee may not refuse to perform any duty or responsibility of the higher job class.

~~A.~~B. Acting pay shall not be applied to a request to cash-out any form of paid leave or payment for accrued and unused paid leave hours at the time of separation.

3. Bilingual Pay.

An Employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City (based on the recommendation of the Police Chief), shall be paid $46.15 per pay period upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. In order to become certified, an Employee must achieve a score of at least 9 on a scale of 12. A certified Employee shall request Bilingual Incentive Pay on a form approved by the City Manager. Employees shall be recertified at least once every two years.

4. Nighttime Hours Differential.

The City will provide a Nighttime Hours Differential equal to 2.5% of the base salary for Police Officers, ~~and~~ Police Sergeants and Dispatch employees assigned to work any payable amount of time (to the nearest 15 minutes) between the hours of 6:00pm – 6:00am.

A. The Nighttime differential shall not be paid to any day shift personnel, unless approved by the night shift supervisor to cover a vacancy after 6:00pm.

B. The Nighttime hours differential shall be payable only for time worked during the shift premium period and shall not be paid for non-work time such as sick leave, vacation, or other paid leave.

5. Court Appearances.
This section shall apply to Police Officers, Police Sergeants and Dispatch employees.

A. Employees who are required to appear in court during off-duty hours as a result of an event arising from their official duties shall be compensated for their appearance in court at the applicable Overtime Rate. The Court Appearance Minimum shall be four (4)~~.0~~ hours at the applicable Overtime Rate. The Court Appearance Minimum shall not overlap with compensation for any regularly scheduled duty time.

B. If the court appearance is required during the Employee's assigned duty shift (watch) and the court appearance causes an Employee to extend beyond ~~his/her~~ their regular scheduled end of watch time, such extended time shall be considered an extension of the duty shift.

C. Time for court appearances shall be computed from sign in until time released.

D. The Court Appearance Minimum shall be granted to an Employee if the court appearance (or subpoena) is cancelled less than twenty-four (24) hours prior to time of appearance. If an employee has multiple subpoenas on the same day and all are cancelled less than twenty-four (24) hours prior to the Court appearance, the employee will only be eligible for the Court Appearance Minimum.

E. Should the Employee receive two subpoenas and one is cancelled while the other still requires the employee to attend court, then the employee will only be compensated for the actual~~scheduled~~ appearance. In this instance, an Employee will not be entitled to the Court Appearance Minimum for the cancelled appearance.

A. Except as otherwise provided in ~~Article XI~~articles pertaining to CTO accrual, Court Appearance compensation shall be in the form of a cash payment or CTO at the Employee's option.

6. Call-Back Pay.
This section shall apply to Police Officers, Police Sergeants and Dispatch employees.

A. All Employees, who are required to return to work outside of their normal working hours, shall receive Call-Back Pay at the applicable Overtime Rate for a minimum of 2.0 hours.

B. If the call-back time is not canceled prior to the Employee's arrival for duty, the Employee shall be compensated for a minimum of 2.0 hours at the applicable Overtime Rate.

C. This form of compensation applies to a situation where an Employee is required to appear before or attend a City or Department board, committee, or any other function, with the following exceptions:

1) If an Employee requests a meeting, or appears as an applicant before any board, committee, etc., the Employee shall not receive any type of compensation for such activities.

2) If an Employee is called back due to times or details missing from a report of enough importance that it cannot wait until the Employee's next assigned shift, the Employee will not be compensated for a "call back" under this section. The Employee will be compensated only at the applicable Overtime Rate for the actual time spent completing the report.

D. Except as provided in ~~Article~~ the articles pertaining to CTO accrual~~XI~~, compensation for call-back time shall be the form of a cash payment or CTO at the option of the Employee.

ARTICLE 7 HOLIDAY LEAVE

In lieu of observing Municipal Holidays as provided in AD 7, Personnel Rules, Holiday Leave shall be accrued by adding 4.0 hours per pay period to the Holiday Leave account and an additional eight (8) hours on the nineteenth day of June. Holiday Leave is accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their holiday time, a maximum of two hundred (200)~~.0~~ hours is allowed to accrue in that balance. Employees may take approved time off using Holiday Leave or stop accruing Holiday Leave until the balance is reduced below two hundred (200)~~.0~~ hours. If an Employee is at the limit, ~~he/she~~they must request to take Holiday Leave off. If a written request to do so is disapproved, the limit ~~shall~~ may be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by twenty (20) hours. Employees may not cash out Holiday Leave except upon leaving City service or ~~in the case of an emergency with City Manager approval~~ during the annual January cash out.

The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current Holiday Leave balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out Holiday Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. No Holiday Leave cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

ARTICLE 8 HEALTH AND WELFARE

1. Core Flex Plan.

~~1.~~ The City will contribute ~~the following~~ a Core Flex Plan amount~~s toward the monthly premium cost based on the 2021~~ equivalent to the Kaiser Permanente Region 1 Premium~~:~~ for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost.

~~2.~~

~~Time Period Employee Employee + One Employee + Family~~

~~7/1/21 MOU Term $813.64 $1,627.28 $2,115.46~~

~~Or the equivalent of the Kaiser Permanente Region 1 Premium, whichever is greater.~~

Should the premium cost of the health plan selected by the employee be less than the Kaiser Permanente Region 1 premium ~~cost be less than the amounts listed above~~, the City shall pay no more that the full cost of the Kaiser Permanente rate, with the difference between the cost of the selected health plan premium and the maximum provided by the City eligible to be applied toward the cost of vision and dental premiums ~~for employees who select Kaiser Permanente~~.

2. Flexible Benefit Options.

The City agrees to provide a five hundred ($500) dollars~~.00~~ per month (employee only) and seven hundred ($700)~~.00~~ dollars per month (employee plus one or more dependents) as a Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee ~~must~~ choose~~ing~~ the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during ~~the~~ each Open Enrollment Period established ~~in the Suisun City Flexible Benefits Plan~~by the City.

3. Restrictions.

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

4. Medical Insurance Benefits after Death While on Duty.

Should a sworn member of SCPOA lose his/her life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member's immediate dependent family. Said payments will continue for a period of up to three years, providing the City's insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City's medical plan at its own cost after the three years has elapsed, providing that the plan allows for continued participation.

5. Medical Conversion Plan.

SCPOA sworn members with 12 years or more of service with the City, who separate from City service on good terms, may remain on the City's medical plan, providing that the plan allows for continued participation. The member shall assume full responsibility for payment of the insurance premium.

6. Sick Leave Conversion to Fund Medical Premiums.

Upon normal retirement of a sworn member from the City, 25.0 percent of an Employee's Sick Leave balance may be converted to a cash equivalent and used to fund medical premiums. This conversion will be deducted from the amount reported for CalPERS credit in Section ~~1~~2 of Article ~~XV~~9.

ARTICLE 9 RETIREMENT

The Public Employees' Pension Reform Act of 2013 (PEPRA) provides that all Employees who are currently participating in a CalPERS retirement plan, or those who have had a break in service that does not exceed six months, shall be considered "Classic" Employees. All new Employees who do not meet those criteria shall be considered PEPRA New Employees.

1. Classic Miscellaneous Employee Benefits.

Except as provided in ~~Section 2 of~~ this Article, ~~retirement benefits for represented Employees shall be as provided below:~~

~~CalPERS Benefits.~~ The City agrees to provide the 2.0 percent at 55 CalPERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

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

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

C. All miscellaneous employees covered by this ~~Tentative Agreement and the successor~~ MOU will receive an increase to their base hourly rate of 7.5 percent in exchange for Classic miscellaneous employees paying the full employee contribution along with PEPRA employees as soon as practicable after CalPERS approval of the EPMC change.

2. Classic Safety Police Employee Benefits.

The City agrees to participate in the CalPERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article ~~XVI~~8. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS.

A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").

B. Consistent with Internal Revenue Code Section 414(h)(2), the contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

C. Employees will receive an increase to their base hourly rate of 5.5 percent in exchange for Classic members paying the full employee contribution along with PEPRA employees as soon as practicable after CalPERS approval of the EPMC change.

3. PEPRA New Miscellaneous Employees Benefits.

The City agrees to provide 2.0% at 62 PERS Retirement Plan for Public Employees' Pension Reform Act of 2013 (PEPRA) New Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

4. PEPRA New Safety Police Employee Benefits.

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

ARTICLE 10 LIFE INSURANCE

Group Life Insurance. The City agrees to keep a life insurance policy in full force and effect that provides a $200,000 death benefit for each represented member.

ARTICLE 11 SUPPLEMENTAL INSURANCE

The City has contracted with Colonial to replace Aflac for voluntary supplemental insurance benefits. As of 7/1/2021, the City will no longer deduct Aflac payments via payroll deduction. Employees will have the option to continue their Aflac coverage on their own or can enroll in Colonial which maywill be paid through administered by City payroll deductions. It shall be agreed that the City may choose different supplemental insurance providers from time to time as needed to provided such voluntary benefits in the best interest of the City.

ARTICLE 12 EMPLOYEE ASSISTANCE PROGRAM

The City will continue to provide an Employee Assistance Program (EAP). The program will include at a minimum but not limited to, five personal counseling sessions, counselors located

within a reasonable commute distance, substance abuse counseling, availability of emergency visits, and workplace crisis response. Employees will be provided with a brochure outlining the benefits of the program.

ARTICLE 13 WORKERS' COMPENSATION

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

ARTICLE 14 STATE DISABILITY INSURANCE COVERAGE

1. State Disability Insurance.
The City shall participate under the State Disability Insurance Program (hereinafter "SDI") for Dispatch employees represented by SC~~EA~~POA. Sworn members of the SCPOA do not participate in SDI.

2. Payment of SDI Premiums.
SDI premiums shall be paid in full by all participating Employees.

ARTICLE 15 SICK LEAVE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules. Employees off work on a protected leave status shall be required to use available accrued paid leave prior to going leave without pay. Rules pertaining to additional leaves of absence are contained in the City's Personnel Rules and Regulations.

ARTICLE 16 LIGHT DUTY

1. Any Employee, who previously has been off duty due to injury, illness, or other medical reason and who has been medically released by a doctor to return to work with restrictions, may be assigned to light duty. Assignment to light duty will be based on the City's ability to accommodate the work restrictions.

2. Light duty will not be approved unless there is work available which may be performed within the limitations and/or restrictions of the affected Employee.

ARTICLE 17 LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY

1. The City shall comply with applicable federal and state laws governing work-related injuries, leaves, and compensation.

2. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.

3. The City shall coordinate accrued Sick Leave with Workers' Comp benefits.

4. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, CTO, and/or Holiday Leave consistent with the provisions of Personnel Rules Subsection 10.3.1. Upon expiration of all paid leave time, an Employee shall be entitled to receive compensation only from the City's Workers' Compensation third-party administrator.

ARTICLE 18 PAYROLL STATUS

1. Payroll Status.

Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:

A. Working Full-Time.

B. Working Part-Time, at least a thirty (30) hour or greater workweek.

C. Working on a restricted or limited duty basis.

D. Off work due to an injury or illness covered under Workers' Compensation.

E. Off work due to an injury or illness covered under State Disability Insurance.

F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).

G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).

H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).

2. Continuation of City-Paid Insurance Premiums.

The City shall continue to contribute the City's share of the health, and life~~, and dental~~ insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave in conjunction with Workers' Comp/SDI benefits to create the equivalent of ~~his/her normal paycheck~~ at least a thirty (30) hour or greater workweek, exclusive of Overtime.

3. Non-Payroll Status.

A. Any Employee off work on SDI who has exhausted his/her benefits under FMLA, CFRA, or PDL, ~~and who is off work pursuant to Section 1, Subsections E. through H. of this~~

~~Article,~~ and who has insufficient accrued paid leave balances to create the equivalent of ~~a normal paycheck~~ at least a thirty (30) hour or greater workweek, exclusive of Overtime shall be considered to be in a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave (Vacation, Sick and Holiday), and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf. The City will continue to contribute life insurance premiums for employees in a non-payroll status.

B. An Employee off work ~~pursuant to Section 1, Subsection D.~~ on Workers' Compensation ~~of this Article~~, and who has insufficient accrued paid leave balances to create the equivalent of ~~his/her normal paycheck~~ at least a thirty (30) hour or greater workweek, exclusive of Overtime shall be considered in a Non-Payroll Status. The Employee will no longer accrue paid leave (Vacation, Sick, and Holiday); however, the City will continue to contribute the City's share of health insurance premiums on the Employee's behalf for a period of no more than 12 months from the date of injury. The City will continue to contribute life insurance premiums for employees in a non-payroll status.

C. Employees contributing to the 457 Deferred Compensation plan, and who are off work on Workers' Compensation/SDI, will have all contributions to the deferred compensation plan stopped during the time on leave unless they are integrating sufficient accrued paid leave to cover the full amount of the requested deferred compensation plan contribution. Workers' Compensation/SDI benefits are non-taxable benefits, therefore shall not be used toward 457 plan contributions.

ARTICLE 19 WORKERS' COMP/SDI MEDICAL LEAVE

1. Employee Options Regarding SDI Medical Leave.

There are ~~two~~ three options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows:

A. Option 1: Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave.

B. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, CTO, and/or Holiday Leave, in this order, unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on ~~the application for SDI benefits~~ their Request for Leave (RFL) whether the Employee is integrating Sick Leave, and other leave accruals, with SDI benefits.

C. Option 3: Employees who apply for disability insurance, may provide the City with the supplemental benefits received by SDI, to be credited to a disability leave accrual account, which the City will then reissue to employees through payroll, enabling

employees to remain on payroll status, so long as they integrate accrued leave to create at least a thirty (30) hour or greater workweek, exclusive of Overtime.

D. The amount of supplement for any hour of any normal Workday shall not exceed the difference between one hundred (100%.0) percent of the Employee's normal gross salary rate and the "weekly benefit amount".

2. Medical Leave While on Workers' Comp/SDI.

Employees who are off work on medical leave covered under Workers' Comp or SDI may supplement their insurance coverage benefits to ensure that they receive up to one hundred (100%.0) percent of their normal pay, exclusive of Overtime.

~~3.~~

4.3. How a Supplement is Treated.

The Employee shall receive up to one hundred (100%.0) percent of ~~the~~their ~~Employee's~~ gross salary rate including any regular hours worked and leave accruals to cover time off (Sick leave, Vacation, CTO and/or Holiday Leave), until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive up to one hundred (100%.0) percent of Employee's gross salary rate ~~less the~~ when combining the supplemental amount provided by Workers' Comp/SDI with integrated leave. ~~Upon deduction of the amount equal to the supplemental amount from the Employee's gross pay, the Employee's Sick Leave, Vacation Leave, CTO, and/or Holiday Leave shall be credited to the Employee's appropriate benefit accounts in an amount equal to the Employee's hourly Pay Rate.~~

5.4. Paid Leave Accrual.

An Employee shall earn Sick Leave, ~~and~~ Vacation Leave, and Holiday Leave benefits during any full bi-weekly pay period in which the Employee receives Workers' Comp/SDI benefits and is on Payroll Status. Furthermore, an Employee shall receive service credit including for seniority and merit step increases during such a period, as long as the Employee is in a Payroll Status with the City. Retirement service credit is determined by CalPERS.

6.5. Leave of Absence While on SDI.

An Employee who is receiving SDI benefits while absent from work, but who is in a Non-Payroll Status with the City is entitled to a leave of absence under Section 10.2 of the Personnel Rules subject to the requirements of that Section.

ARTICLE 20 PAYROLL DEDUCTION

Upon receipt of an authorized form from an Employee, the City shall make credit union or bank deductions from the Employee's check. Upon written request, the City will advise the SCPOA of all deduction changes for its members.

ARTICLE 21 OUTSIDE EMPLOYMENT

1. Employees may engage in outside employment, in addition to their City employment, only under the following conditions (as provided by the Personnel Rules, the Police Department "Policies and Procedures Manual", California Penal Code Section 70, and California Government Code Section 1126):

A. There shall be no conflict of interest or incompatibility with the Employee's City employment. No Employee shall engage in employment as a Notary Public, Private Detective, Bill Collector, or Counselor at Law. Furthermore, no Employee shall have as a business partner any person whose occupation would fall into the above categories. Furthermore, no Employee shall engage in or participate either directly or indirectly as principal, agent, or employee of:

1) Any tow car, motor vehicle wrecker, ambulance service, or taxicab service.
2) Any establishment where the sale of liquor is the principal business.
3) Any employment dealing with the investigation or adjusting of claims or losses arising out of motor vehicle or other types of accidents.
4) Any employment with any other Law Enforcement Agency, custodial, corrective or investigative agency, or any other type of employment requiring the "power of a peace officer," or in any job where a concealed weapon could be used as part of the Employee function, except as provided in Subsection A.5. below.
5) The City agrees to meet and confer to develop a side letter that lays out the specifics of a program that would allow Employees to seek approval for outside employment under certain conditions. These conditions would include armed private security but would not include temporary employment with other public law enforcement agencies.

B. The time involved in outside employment shall not adversely affect the Employee's attitude or efficiency in the Employee's City employment. Unless authorized by the Police Chief, part-time work shall not be performed within 8.0 hours preceding the Employee's normal duty hours with the City of Suisun City. The total time worked shall not exceed 24.0 hours in any seven consecutive days.

C. No telephone calls or personal contacts concerning the outside employment shall be made during the hours of City employment. The Employee shall not conduct or promote in any manner, the Employee's part-time work while on duty, and the Employee shall not use any of the facilities of the City for that purpose.

D. Each Employee shall report all outside employment to the Police Chief and shall secure the written approval of the Police Chief and the City's Personnel Officer prior to the commencement of outside employment. Any Employee desiring to engage in outside employment on a part-time basis shall forward a written request to the Police Chief, in duplicate, outlining the nature of the part-time work, name of employer and whether it is to be long- or short-term work.

2. Employees engaged in part-time work shall not expect or request special consideration as to shift arrangement, illness or injury due to part-time work, or tardiness when starting shift. In the event of illness or injury occurring while engaged in part-time work, a doctor's examination shall be requested before resuming City duties. Part-time employment shall not be engaged in when an Employee is off ill and cannot perform the Employee's duties for the City.

~~ARTICLE XXVI TEMPORARY MEASURES~~

ARTICLE 22 LAYOFF AND REEMPLOYMENT

Rules regarding Layoff and Reemployment are set forth in Section 13.2 of the Personnel Rules.

~~1. Temporary Measures. In July of 2012, the Parties agree that due to economic conditions, as well as actions by the State of California, that the City was forced to seek concessions from its Employees. The Parties recognized that the City could balance its budget by laying off Employees, but the Parties agree that it was preferable to rely on concessions that would ensure the Employees did not lose their jobs and that the community did not suffer a more radical reduction in service delivery. The Parties met and conferred in good faith and agreed to certain concessions, as well as certain recompense for these concessions. The Parties have also agreed to their preferences for unwinding these concessions as the fiscal situation improved. The Pay Cuts and suspension of COLAs have been discontinued due to improved economic conditions, and the Parties hereby declare that it is their mutual intention that the remaining concessions be temporary and that they be unwound as soon as they can possibly be removed without fiscal harm to the City.~~

~~2. Unwinding Protocol. The Parties agree that unwinding the Temporary Measures is subject to the meet and confer process as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.). The Parties also agree that the preferred unwinding protocol should proceed as follows:~~

~~A. Selectively Fill Vacant Positions. The highest priority is the selective filling of some or all of the positions that are being held vacant.~~

~~B. Relax Cash-Out Restrictions. In order to ensure that the agreed-upon concessions have the desired effect on the budget, the Parties understand and agree that the cashing out of paid leave needs to be restricted to 32 hours.~~

ARTICLE 23 GENERAL PROVISIONS

1. Severability.

If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the Parties

shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

2. Full Understanding.

The Parties agree that this Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.

3. No Requirement to Meet and Confer.

Except as provided ~~in Subsection D. of Section 1 of Article IX~~ Appendix A, Article 4 and Appendix B, Article 5, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Agreement during the term of this Agreement.

4. Reopeners.

Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purposes:

A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.

B. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCPOA.

C. Update/Amend/Replace the City's Employer-Employee Relations Resolution; and

D. Update/Amend the City's Administrative Directive AD7 – Personnel Rules & Regulations.

E. ~~Beginning as early as February 1, 2023, negotiation will reopen for 2023 and be completed no later than June 30, 2023.~~Upon completion of an audit of overtime and wages, the parties agree to reopen to discuss any modifications that may be necessary, which may include but is not limited to the means and method for calculating overtime.

F. Notwithstanding the provisions of California Government Code section 20516.5, the Parties agree that the above-indicated represent the only ~~bases~~ grounds for reopening the Agreement during its term.

5. Savings Clause.

In the event that the implementation of any article, section, subsection, or paragraph of this Agreement shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the SCPOA shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section, subsection, or paragraph.

6. No Strike/Lockout.

The SCPOA agrees that there will be no strike, work stoppage, slowdown, "sick in", sit down, refusal to perform work, other interference with City operations, picketing, or refusal to enter upon City premises on any account or in connection with any grievance or dispute. The City agrees that it will not engage in any lockouts during the term of this Agreement.

7. Successor Agreement.

This ~~Tentative~~ Agreement ~~and the successor MOU based thereon~~ shall be in full effect from July 1, 202~~1~~3 through and including June 30, 202~~3~~5. Either Party may serve upon the other its written request to commence negotiations~~, as well as its initial written proposals~~ for such successor Agreement as early as February 1, 202~~3~~5. Upon receipt of such written notice ~~and proposals~~, negotiation sessions shall commence no later than thirty (30) days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement consistent with City Council policy direction within the limitations of the City's ability to pay with the intent to be completed no later than June 30, 2025.

8. Distribution of Agreement.

Within ten (10) days of the adoption of this Agreement, all covered Employees shall receive a copy of the Agreement. The "copy" may be provided in electronic format.

9. Effective Date.

The effective date of this Agreement shall be July 1, 202~~1~~3.

APPENDIX A – SWORN LAW ENFORCEMENEMPLOYEES

ARTICLE 1 ADDITIONAL COMPENSATION

1. Entry-Level Police Officer Merit Increases.

Notwithstanding AD 7, the "Anniversary Date" for entry-level Police Officers is twelve months from the date of hire instead of the date of completion of probation. Police Officers are eligible for merit increases on their Anniversary Date and annually thereafter. ~~However, u~~Upon the successful completion of Probation with 18 months service, however, an entry-level Police Officer at B Step is eligible to advance to C Step. This advance to C Step will not change the employee's Anniversary Date or eligibility for future Merit Increases on their Anniversary Date. When an entry-level Police Officer's Probation is extended, ~~his/her~~ their Anniversary Date may be modified. Police Officers~~,~~ who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range within the timeframes indicated above, subject to a performance evaluation and the Police Chief's recommendation.

2. Lateral Police Officer and Police Sergeant Merit Increases.

All newly appointed Police Sergeants and Lateral Police Officers will serve a probationary period of 12 months. All Police Sergeants and Lateral Police Officer hires who have successfully completed their probationary period will be eligible for a merit increase. Advancement within a Pay Range shall not be automatic; all increases shall be based on merit. Annually on the anniversary of the appointment to Police Sergeant~~,~~ or as a Lateral Police Officer, Employees will be eligible to advance to the next higher step. Police Sergeants and Lateral Police Officer hires~~,~~ who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range within the timeframes indicated above, subject to a performance evaluation and the Police Chief's recommendation. A Lateral Police Officer hired at Steps A or B, shall be eligible for the same merit advancement schedule as provided to Entry-Level Police Officers.

3. POST Certificate Pay – Sworn Officers.

Certificate Pay shall be provided for Employees who have earned a Peace Officer Standards and Training, (hereinafter "POST") Basic Certificate, Intermediate Certificate and Advanced Certificate. Pay will be provided the pay period immediately following receipt of the certification from POST effective the issue day of the certificate.

A. POST Basic Certificate. The City agrees to pay two (2%)~~.0~~ percent of Base Salary for Police Officers ~~and Police Sergeants~~ who have earned a POST Basic Certificate.

B. POST Intermediate Certificate. The City agrees to pay an additional five (5%)~~.0~~ percent above POST Basic Certificate Pay for Police Officers and Police Sergeants who have earned a POST Intermediate Certificate.

C. POST Advanced Certificate. The City agrees to pay an additional five (5%)~~.0~~ percent above POST Intermediate Certificate Pay for Police Officers and Police Sergeants who have earned a POST Advanced Certificate.

4. Police Corporal Assignment Pay.

Police Officers, serving on Special Assignment as Police Corporals, who are not receiving any other Assignment Pay, shall receive additional pay for this assignment. Police Corporal Assignment Pay shall be calculated as an hourly rate equivalent to five (5%).0 percent of the employee's base hourly rate of pay. The Police Corporal Special Assignment program will be codified in the Suisun City Police Department Policy Manual.

5. Field Training Officer Assignment Pay.

Police Officers, who are certified FTO Trainers, and not receiving any other Assignment Pay, shall receive FTO Assignment Pay while they are training a regular or reserve officer. At no time shall FTO Assignment Pay for one or more FTOs who are training the same trainee for one shift exceed the total hours worked by the trainee during that shift. FTO Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the employee's base hourly rate of pay.

6. Officer-in-Charge Assignment Pay.

Police Officers, who are not receiving any other Assignment Pay, shall receive OIC Assignment Pay while they are serving as the Officer in Charge (hereinafter "OIC") in the absence of a Police Sergeant for a period of at least one hour. OIC Assignment Pay shall be calculated as an hourly rate equivalent to five (5%).0 percent of the employee's base hourly rate of pay.

7. Detective Assignment Pay.

Police Officers and Sergeants serving on special assignment as Detective, who are not receiving any other Assignment Pay, shall receive Detective Assignment Pay. Detective Assignment Pay shall be calculated as an hourly rate equivalent to five (5%).0 percent of the employee's base hourly rate of pay.

8. Sworn Officer Longevity Pay.

Upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a three (3%).0 percent increase in compensation; employees who complete ten (10) years of continuous full-time City service shall be entitled to an additional three (3%).0 percent increase in compensation (for a total of six (6%).0 percent).

~~8.~~9. Range Qualification.

With the prior approval of an Employee's supervisor, range qualifications on off-duty hours shall be paid at the applicable Overtime Rate for a minimum of 2.0 hours. Except as provided in ~~Article XI~~the articles pertaining to CTO accrual, the time shall be in the form of a cash payment or compensatory time off (hereinafter "CTO") at the Employee's option.

ARTICLE 2 HOURS OF WORK

1. Workweek/Workday.

At the discretion of the City, Regular Full-Time Employees shall be assigned to one of the following work schedules:

A. ~~A. For full-time Employees the normal workweek will be 40.0 hours of five consecutive days within any seven-day period, and the Workday will be 8.0 hours within any 24-hour period. This does not prohibit the City from extending the Workday or workweek pursuant to the Overtime provisions of this Agreement.~~ A forty (40) ~~40.0-~~ hour workweek consisting of five (5) consecutive eight (8)~~8.0-~~ hour days in a seven (7)~~-~~ day period (hereinafter "5/40"), beginning at noon on Friday through 11:59 am on the following Friday. All other work schedules shall be considered Alternative Work Schedules (AWS).

~~A.~~B. ~~B. The workweek will begin on Friday at noon and end the following Friday at noon.~~Authorized Alternative Work Schedules include: four (4) consecutive ten (10) hour days in a seven (7) day period (hereinafter "4/10"), or nine (9) workdays totaling eighty (80) hours during a fourteen-day period (hereinafter "9/80"), or twelve (12) hour shifts consisting of six (6) workdays of twelve (12) hours and a seventh (7th) workday of eight (8) hours, totaling eighty (80) hours during a fourteen-day period (hereinafter "3/12/8"), or twelve (12) hour shifts consisting of seven (7) workdays during a fourteen (14) day period (hereinafter "3/12"). AWS may include any other configuration approved by the Police Chief and City Manager.

~~B.~~C. AWS Assignments are subject to recommendation of the Police Chief and City Manager approval and shall not be considered permanent. At such time as the Police Chief and City Manager determine that an AWS does not meet departmental needs for any or all employees, the City can change or discontinue the AWS upon thirty (30) day notice to the affected employee(s) and the SCPOA of the change or discontinuation, with no meet and confer required, but the SCPOA shall be afforded the opportunity to explore alternative, nonbinding options, with the Police Chief during that 30-day notice period. The POA retains the right to file a grievance over this provision.

~~2.~~

~~3. C. The Parties agree that if an Employee is assigned to a 4/10 alternative work schedule (hereinafter "AWS"), that Employee shall have a normal workweek of 40.0 hours or four consecutive days within any seven-day period, and the Workday will be 10.0 hours. Time worked in excess of 10.0 hours per day shall be subject to the Overtime provisions of this Agreement.~~

~~4.~~

~~5.~~2. ~~D. The Parties agree to meet and confer regarding work hours and related Overtime provisions of alternative work schedules such as the 3/12, 4/10, and 9/80 AWS plans. A side letter will be utilized to document the understanding of the Parties regarding such alternative work schedules.~~Rest Periods.

Whenever an employee is assigned to a fixed schedule shift of more than 10 hours, there shall be a mandatory minimum rest period of eight (8) consecutive hours between the end of one

scheduled work shift and the start of the next scheduled work shift. Mandatory rest periods interrupted by a court appearance will begin 30 minutes after the employee is released from court, rounded to the nearest quarter hour.

Example:

A. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 2 p.m. the same day, the 8 consecutive hours occurs between 6 a.m. and 2 p.m. and there is no mandatory rest period after the court appearance is completed.

B. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 8:30 a.m. the same day, and the court appearance is over by 9:30 a.m., the 8 consecutive hours start at 10 a.m. and ends at 6 p.m., the beginning of the next work shift. Therefore, there is no mandatory rest period after the court appearance is completed.

C. If an employee completes a regular work shift at 6 p.m. and has a scheduled court appearance at 10 a.m. the same day, and the court appearance is over by 10:45 a.m., the 8 consecutive hours starts at 11:15 a.m. and ends at 7:15 p.m. The employee is not required to take vacation, holiday, compensatory time or unpaid leave to cover the absence. An employee requiring a mandatory rest period shall immediately coordinate that absence with the on-duty supervisor.

~~6.~~3. Exceptions to Mandatory Rest Period.

In the event of a critical incident and/or when the shift falls below the minimum staffing (1 supervisor and 2 officers), employees may be ordered by the shift supervisor to return to work before the 8 consecutive hours of rest period are completed. The remaining hours of the mandatory rest period not completed, shall be compensated at the applicable Overtime Rate.

Example:

A. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 1:30 p.m. the same day, and the court appearance is over by 4 p.m., and the 8 consecutive hour starts at 4:30 p.m. and ends at 12:30 a.m.

B. If the employee is ordered to return to work before 12:30 a.m., those hours after the start of their scheduled shift (6 p.m.) until the end of the consecutive 8 hour rest period (12:30 a.m.) shall be compensated at the applicable Overtime Rate.

~~7.~~4. Work Schedule.

A. Except as provided in Subsection D of this Section, the City shall not reschedule an Employee's shift to split the Employee's days off. If an Employee requests a shift change with another Employee, this shall not be considered a rescheduling by the City and the Employee shall not be paid at the Overtime Rate.

B. Except as provided in Subsection D of this Section, in the event the City changes an Employee's regularly scheduled shift without at least five days' notice, those hours shall be paid at the applicable Overtime Rate. Notice shall consist of oral notification or written notification placed in the Employee's shift box.

C. Except as provided in Subsection D of this Section, in the event the City assigns or schedules an Employee to work a shift with notice of fewer than twelve hours between his/her last assigned shift or scheduled duty, then the second shift shall be paid at the applicable Overtime Rate.

D. The exceptions to Subsections A, B, and C of this Section are as follows:
1) Employee-requested shift changes.
2) Changes made in the schedule of an Employee assigned to a training function.
3) A general departmental shift change.
4) Employees assigned to a short-term, non-patrol function such as: boat patrol, crime suppression, major incident call outs, DUI checkpoints, and SWAT.
5) Time already compensated under the Overtime provisions of this Article.

E. Employees will be given the opportunity to indicate shift preference on a seniority basis. When making shift assignments, the Department shall consider such preferences, but they shall not be binding. Employees may remain on the same shift for up to 18 months.

~~8.~~5. Meal Periods

A. Except as provided in Section D of this subsection, all Employees shall be entitled to a 45-minute meal period to be included in the regular shift.

B. Employees assigned to a course of training, a non-patrol assignment, and who are not required to be on-duty during their meal period, shall not be compensated for the time spent on the meal period.

C. Employees assigned as the School Resource Officer (SRO) or to an investigations assignment shall be afforded a paid one-half hour lunch period, during which the SRO shall be subject to call-out.

D. Officers assigned to court shall be compensated for time spent on their meal period, providing they are required to return to court after the meal period.

~~9.~~6. Flex Time.

Time worked in excess of the Employee's regularly scheduled Workday may be taken as "flex time" on an hour-for-hour basis provided that:

A. The time is taken within the same workweek that it is earned; and

B. The determination that such time is considered "flex time" is mutually agreed upon by the Employee and the Employee's supervisor; and

C. The supervisor adjusts the posted work schedule.

ARTICLE 3 STANDBY-BY PAY

Any Employee who is required by a directive from a first-level supervisor or above, or an order by the Court or the District Attorney or his/her representative, to remain available for duty or to remain available to appear in Court (and is thereby placed on "stand by") and is restricted from travel to any area or location which would preclude the Employee's return to duty within one hour, or is required to maintain telephone contact or pager contact at all times during such stand-by period, shall receive Stand-By Pay, which shall be compensated at the rate of one-half of the Employee's Regular Salary (straight-time hourly) rate for the time period that the Employee is on "stand by".

ARTICLE 4 OVERTIME PAY

1. For the purpose of Overtime and minimum time calculations, an Employee may not be paid twice for the same time period. If time periods overlap, then the time shall be calculated as a continuous work period.

~~The City agrees to compensate Employees scheduled for five days, 8.0 hours per day, in the workweek, or four days, 10.0 hours per day if assigned to a 4-10 AWS, at a rate of one and one-half times the Employees' regular rate (hereinafter "Overtime Rate") for each hour of work required in excess of their scheduled hours per Workday or 40.0 hours per workweek.~~

~~2.~~

~~3. Employees shall be compensated at the of payapplicable Overtime Rate for work assigned in excess of the regularly scheduled work hours.~~

~~4.~~2. The Work Period for Sworn Employees is 14-days per the FLSA 7K exemption. Sworn employees will be paid at the Overtime Rate for all hours worked in excess of eighty (80) hours per 14-day FLSA work period.

~~5.~~3. All time on paid leave status will be considered hours worked for the purpose of computing Overtime.

~~6.~~4. Work schedules may be temporarily realigned for Employees attending Job-Related Training. Consistent with the realigned work schedule, Employees traveling to and from such training outside of those work hours, minus the time it would take to drive to and from their residence to the SCPD, shall be compensated by the City. The Employee shall receive written approval in advance for such compensated travel.

~~7.~~5. Employees attending job-related and~~,~~ assigned training shall receive credit for the total amount of hours scheduled for that training even if it is less than the original scheduled time.

~~However,~~ Eemployee travel time, however, shall not be calculated as overtime if that travel time falls within~~into~~ the scheduled course hours.

~~8.~~6. When an Employee is expected to be absent for one or more workweeks for Workers' Compensation Leave (4850 or Temporary Total Disability), Sick Leave, Family or Medical Leave pursuant to state and federal law, or a non-paid status, the employee's work schedule shall be converted to a five (5) day, forty (40) hour work~~-~~week at the beginning of the work period following receipt of such information, or, if known prior to the work period in which the absence will occur, at the beginning of the work period in which the absence begins.

~~9.~~

~~10.~~7. Employees working on an authorized and documented temporary assignment under Light Duty or a Reasonable Accommodation will have their work schedule changed to meet the needs of the unit to which they are assigned during these temporary assignments.

~~11.~~8. The parties agree to meet and confer regarding implementation of a different FLSA work period for sworn employees.

ARTICLE 5 COMPENSATORY TIME OFF (CTO)

1. CTO Accumulation.

Except as otherwise provided in this Article, an Employee shall have the discretion to have the compensation for hours worked on an Overtime basis credited as either CTO or paid Overtime. The maximum accumulation of CTO is as follows: the first 10 years of City service: 160.0 hours; over 10 years of City service: 200.0 hours. If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Employees shall schedule time off using CTO only with prior Police Chief approval.

2. Backfilling on CTO.

When one Employee uses CTO to be off work on a paid basis, and if the Employee who backfills the first Employee would be working in an Overtime situation, the backfilling Employee may not accrue CTO for that backfilling role.

3. Grant-Funded CTO.

In order to ensure that the General Fund in not negatively impacted, Employees working Overtime on a grant-funded project or assignment shall receive compensation for Overtime hours worked on a paid basis only.

4. CTO Cash-Out.

Employees are allowed to cash out a maximum of sixty (60) hours of CTO ~~amount~~ as accrued by January of each year ~~(1-10 years of service to Suisun City: 40 hours; 10 years and above: 50 hours~~). The combined total annual cash-out between Vacation, Holiday and CTO may not

exceed sixty (60) hours. The -Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year to cash-out CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year ~~preceding~~preceding the January cash-out. With the exception of the January cash-out, Employees may not cash out CTO except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

ARTICLE 6 VACATION LEAVE

1. Vacation Accrual.

The accumulation of Vacation Leave shall commence effective with the date of hire according to the following schedule and be prorated on a pay period basis:

A. For the first five years of service. Employees shall earn and be credited with Vacation Leave at the rate of 80.0 hours per year (3.08 hours per Pay Period).

B. Commencing with the sixth year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year (4.62 hours per Pay Period).

C. Commencing with the eleventh year. Employees shall earn and be credited with Vacation Leave at the rate of 144.0 hours per year (5.54 hours per Pay Period).

D. Commencing with the sixteenth year of service. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year (6.15 hours per Pay Period).

2. Maximum Accumulation.

Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation ~~Buy Back~~Cash-Out.

Employees may not cash out Vacation Leave except upon leaving City Service or ~~in the case of an emergency with City Manager approval~~ during the annual January cash-out. The combined total annual ash-out between Vacation, Holiday and CTO may not exceed sixty (60) hours. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each employee's current Vacation balance. Employees may

make an irrevocable request for the upcoming calendar year to cash-out Vacation by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. No Vacation cash-out election will be allowed for any Employee for a period of four months following the last day for a suspension from duty for disciplinary reasons.

4. Illness During Vacation.

If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.

5. Upon Death.

When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

ARTICLE 7 UNIFORMS AND CLEANING

A clothing allowance shall be paid by the City as provided below:

1. Uniform Allowances. Annually, the City shall pay those Employees required to wear uniforms $1300, to be paid in regular paychecks on a pro-rata basis, equally divided across each of the 26 paychecks.

2. New Employees may receive an advance of their first uniform allowance payment. Should a new Employee leave employment with the City prior to completion of one year, the advanced clothing allowance shall be withheld from his/her final paycheck or shall otherwise be returned to the City.

3. If an Employee terminates employment with the City prior to the payment of the allowance, the Employee shall not receive the clothing allowance.

4. The City agrees to replace or repair uniforms or equipment required by general order of the department that are damaged in the scope of employment. Said repairs should be completed only when they do not adversely affect the appearance or function of the item. Items of substantial age or heavily worn may be prorated for replacement.

ARTICLE 8 SOFT BODY ARMOR

1. The City will purchase a soft-body armor vest for each officer.

2. The vendor will be chosen by the City. The department will purchase up to a level II vest. Any vest upgrade will be the responsibility of the officer, who will forfeit that upgrade should they have to relinquish the vest to the department due to separation during probation as outlined in item 6 of this section.

3. The City will replace the safety vest five years after the date of purchase or upon proof that the vest is defective.

4. The vest shall remain the property of the City. Ownership shall transfer to the Employee if the Employee separates from service on good terms after at least one year of employment, or upon completion of probation in the case of newly hired officers.

5. The Employee shall be required to wear the vest while assigned to patrol duties.

6. Should an Employee separate from City Service prior to the completion of probation, the vest shall be returned to the City.

ARTICLE 9 VEHICLE ASSIGNMENT

1. Having personnel with expertise in investigations on an on-call status is crucial to the daily operations of this agency. Those personnel assigned to Investigations are required to respond as rapidly as possible to an event requiring their expertise. For this reason, the Department may assign a take-home vehicle to members assigned to Investigations and subject to being on-call. It is the policy of the Suisun City Police Department to restrict the assignment of such vehicles to individuals within a seventy-five (75)-mile radius from the Police Department, except as otherwise approved by the Police Chief.

2. Members assigned a take home vehicle are to adhere to the provisions of the Police Department's Vehicle Use and Drug and Alcohol-Free Workplace policies, except as follows:

3. Members assigned to Investigations, with the approval from the Police Commander, are authorized to take an assigned city vehicle home. City owned vehicles are to be left at the Police Department during vacations or other periods of leave or extended leave or extended absence, except as authorized by the Police Commander.

4. When a member is on-call, the vehicle may be operated for local usage to maintain their on-call availability and in lieu of on-call or standby compensation. The member is required to be reachable by phone, able to return to work within sixty (60) minutes of being called and is to refrain from activities which might impair their ability to safely perform assigned duties.

5. When a member is not on-call, off duty usage is restricted to travel to and from work or other work-related purposes. Limited, incidental personal business while traveling to and from work is allowable.

6. Members may carry passengers in the vehicle; however, they shall not dress in a manner or exhibit conduct that will bring discredit upon the City. Members are responsible for the appearance and conduct of all passengers in their take-home vehicle.

ARTICLE 10 EDUCATION AND REIMBURSEMENT

1. Approval.

On the written recommendation of the Police Chief and the written approval of the City Manager, an Employee may embark on an approved course of study to enhance their~~his/her~~ job skills. A course of study may include courses needed to gain a degree in a job-related field, or to improve opportunities for advancement or promotion with the City ~~of Suisun City~~. ~~Such a course of study would not qualify as "self-sponsored training" under the Advanced Assignment and Career Development Program. Any time spent pursuing a course of study shall not be considered being on an on-duty/paid status.~~ If the Police Chief does not recommend reimbursement for a course of study, then the Employee may appeal to the City Manager, whose decision shall be final. Employees shall not engage in any course of study covered herein, while on duty. Department-mandated job-related training is separate from voluntary education and~~,~~ is provided on-duty and is determined based on the needs of the department. Employees seeking physical fitness program allowance will reduce the amount of education reimbursement they are eligible to receive by an amount equal to the reimbursement received under the physical fitness program.

~~2.~~

~~3.~~2. Alternative Programs Available.

Each fiscal year~~,~~ employees may choose from one of the following Education Reimbursement programs: A) Reimbursement of up to $1,800 for pursuit of a college degree, B) Reimbursement of up to $750 for job-related courses or a certificate program; or C) a loan under the Safety Education Loan Forgiveness (SELF) Program. Courses require pre-approval, prior to the date of enrollment in the course, to ensure the expense is eligible under the MOU.

~~A. Education Reimbursement for Pursuit of an Associates of Arts Degree, which is described in Section 3 of this Article; or~~

~~B. Education Reimbursement for Job-Related Courses, which is described in Section 4 of this Article; or~~

~~C. Safety Education Loan Forgiveness (SELF) Program, which is described in Section 5 of this Article.~~

~~4.~~3. Education Reimbursement for Pursuit of a Degree.

For those Employees pursuing an Undergraduate or Graduate Degree, the maximum reimbursement is $1,800 per fiscal year for eligible expenditures that have occurred during that fiscal year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief~~,~~ copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.

~~5.~~4. Education Reimbursement for Job-Related Courses.

For those Employees pursuing an approved course of study that does not involve receiving a college degree, the maximum reimbursement is $750 per fiscal year. Upon successful

completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief, copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion. ~~Job-related training (as opposed to education) will be based on the needs of the department, and it will be provided on an on-duty/paid basis.~~

~~6.~~5. Safety Education Loan Forgiveness (SELF) Program.

SCPOA and the City agree with the interest of enhancing the training and retaining of SCPD employees. The Safety Education Loan Forgiveness (SELF) Program ~~would be established to~~ provides a forgivable loan amount of up to a maximum $10,000 per employee for a program leading to a bachelor's degree or other advanced degree (master's or doctorate). The City would pay an amount up to $5,000 per fiscal year ~~on behalf of the employee~~ to the ~~educational institution~~ employee for tuition and related direct expenses as provided below:

A. In order to be eligible for the program, an employee must have been an employee of SCPD for a minimum of one (1) year and have completed field training. The course of study must be approved in advance, be relevant to the City, and be from a regionally accredited, degree-granting institution. ~~The City will develop a list of preapproved courses of study in consultation with SCPOA.~~ Course of study may include courses in a job-related field, or to improve opportunities for advancement or promotion within the City.

B. Employees would have up to a maximum of four (4) years to successfully complete the program by obtaining their degree. The maximum loan amount is limited to $5,000 per year, with a total of $10,000 per employee within the four (4) year period.

C. If an employee (1) does not complete the program within the four years, (2) quits the program, or (3) leaves City service prior to completion of the program, repayment of all funds disbursed under the program would be due back to the City. The repayment would be required to be paid via a payroll deduction (presumably from paid leave cash-out). In the event of insufficient paid leave balances, employees would be permitted to spread the amount due back to the City in equal payments for up to one (1) year, provided they are in City service during this time. If they leave City service during this repayment period, any balance remaining on the final date of employment would become immediately due and payable.

D. Upon successful completion of the program, provided an employee remains in City service, the ~~Safety Education Lloan~~ SELF Program loan would be forgiven after the ~~fifth year after the two-year program period~~ completion of five years of city service after graduating. If an employee successfully completes the program, but leaves City service prior to this time, the loan would be required to be paid via a payroll deduction (presumably from paid leave cash-out) based on the following schedule:

1) 100% repayment for an employee who leaves City ~~service during the first two years after the initial two-year program period~~within one (1) year after graduation from the program.

2) 75% repayment for an employee who leaves City service during the ~~third year after the initial two-year program period~~ within two (2) year after graduating the program.

3) 50% repayment for an employee who leaves City service during the ~~fourth year after the initial two-year program period~~ within three (3) years after graduating the program.

4) 25% repayment for an employee who leaves City service during the ~~fifth year after the initial two-year program period~~ within four (4) years after graduating the program.

~~5) 0% repayment for an employee who leaves City service after the fifth year after the initial two-year program period h(loan forgiven).~~

E. Loan Forgiveness. The city agrees that any loan amount up to ten thousand dollars ($10,000.00) dollars provided under the SELF program will be forgiven ~~,~~ if the employee earns a bachelor's degree or higher and completes five (5) years of services with the city after graduation. If the employee separates from city service or does not complete the program within the four years, the employee will be required to reimburse the city per the schedule outlined herein.

ARTICLE 11 PHYSICAL FITNEESS PROGRAM

~~An Employee, u~~Upon approval of the Police Chief, Employees may ~~apply~~ receive an annual allowance of up to $250 of the employee education ~~and training incentive pay~~ reimbursement~~,~~ ~~as reimbursement for 50 percent of actual~~ to be used toward fifty (50%) percent of the cost of health club membership or other approved physical fitness training. ~~Reimbursement~~ The Physical Fitness allowance will be ~~made twice annually and included with payment of the uniform allowance~~ paid on the regular paychecks on a pro-rata basis, equally divided across each of the 26 pay checks. ~~Requests for reimbursement must be submitted by the Employee at least 30 days prior to the scheduled reimbursement date.~~ Employees must opt into the Physical Fitness Program annually~~,~~ during the month of June for the following fiscal year. Employees will be required to submit verification of membership at a health club or in another physical fitness training program and must maintain membership throughout the year to continue receiving this allowance. Employees must immediately report termination of their health club or physical fitness program membership to avoid overpayment of this allowance. This ~~reimbursement~~ allowance may only be used for club dues or other approved physical fitness training regimen and may not be used to purchase home gym equipment.

APPENDIX B – DISPATCH EMPLOYEES

ARTICLE 1 PROBATIONARY PERIOD

Rules regarding Probationary Period are set forth in Section 7.5 of the Personnel Rules. These rules are amended to include the following provision:

At the discretion of their supervisor, Department Head, and City Manager, Probationary Employees may receive a performance evaluation and release from probationary status after six months, if the Employee's performance exceeds "Meets Standard".

ARTICLE 2 PERFORMANCE EVALUATIONS

1. Annual Performance Evaluation.

Every Regular Employee in the Classified Service shall receive a performance evaluation by his/her immediate supervisor at least annually. The annual review will normally occur within 30 days of the Employee's Anniversary Date, unless an alternate schedule is approved by the City Manager.

2. Purpose.

The purpose of the Annual Performance Evaluation is to promote the successful performance of all City Employees through a process that provides feedback on past performance and directs future performance by identifying performance goals and objectives.

3. Procedure.

The Human Resources Unit shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.

ARTICLE 3 MERIT INCREASES

In order to advance to a higher step in the salary range, the evaluation must demonstrate that the advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and Department Heads in determining whether merit advancements have been earned and should be recommended to the City Manager. Department Heads shall have the authority and responsibility to withhold or delay merit advancements if such advancement is not merited.

ARTICLE 4 ADDITIONAL COMPENSATION

1. POST Certificate Pay – Dispatch Employees.

The City shall pay two (2%) percent of Base Salary to employees in the Public Safety Dispatcher I/II/Senior classifications who have earned a Peace Officer Standards and Training (hereinafter "POST") Basic Certificate.

A. Public Safety Dispatcher I/II/Senior employees in possession of a POST Basic Certificate as of 7/1/2023, will receive the POST Certificate Pay during the first pay period following 7/1/2023.

B. Public Safety Dispatcher I employees will be provided the POST Certificate Pay in the first full pay period immediately following the City's receipt of the certification from POST effective the issue day of the certificate.

2. Incentive Pay.

A. Upon recommendation of the Department Head and the approval of the City Manager or designee, the City will provide training incentives for special education and certification not already required as part of the Employee's job classification and obtained outside the Employee's working hours. Employees receiving Incentive Pay must maintain certification consistent with the rules of the issuing authority. Failure to do so will result in a suspension of this benefit for a period not to exceed six months. During this suspension period, the Employee must cure the reason for loss of certification, or the suspension shall become permanent.

B. Authorized Incentive Pay for special education and certifications shall be as follows: All Employees Covered by Agreement for an AA Degree or Higher 3%

3. Solo Dispatch Pay.

The City endeavors to provide adequate coverage during peak dispatch operations periods. When a dispatcher works alone for five (5) or more hours, the City will provide a two (2%) percent increase in compensation for that shift for the full duration of that shift.

4. Dispatch Employee Longevity Pay.

A. Effective the first pay period following 7/1/2023, upon the completion of ten (10) years of continuous full-time City service, represented employees shall be entitled to a two (2%) percent increase in compensation. Employees who complete fifteen (15) years of continuous full-time City service shall be entitled to an additional two (2%) percent increase in compensation (for a total of four (4%) percent).

B. Dispatch Employee Longevity Pay. Effective the first pay period in July 2024, upon the completion of five (5) years of continuous full-time City service, represented employees shall be entitled to a three (3%) percent increase in compensation; employees who complete ten (10) years of continuous full-time City serve, shall be entitled to a three (3%) percent increase in compensation (for a total of six (6%) percent.)

ARTICLE 5 HOURS OF WORK

1. Attendance.

Employees shall be in attendance at their workstation in accordance with departmental schedules unless on approved leave.

2. Work Schedules.

At the discretion of the City, Regular, Full-Time Employees shall be assigned to one of the following work schedules:

A. A 40.0-hour workweek consisting of five consecutive 8.0-hour days in a seven-day period (hereinafter "5/40"), beginning at noon on Friday through noon on the following Friday. All other work schedules shall be considered Alternative Work Schedules.

B. An Alternative Work Schedule, such as four consecutive 10.0-hour days in a seven-day period beginning at noon on Friday through noon on the following Friday (hereinafter "4/10"), or nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter "9/80"), or any other configuration approved by the Department Head and City Manager. Assignment to an Alternative Work Schedule is subject to Department Head recommendation and City Manager approval and shall not be considered permanent. At such time as the Department Head and City Manager determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.

C. Employees shall not be scheduled to work more than seven consecutive days without two scheduled days off, except in emergency situations.

D. Employees assigned to an Alternative Work Schedule may have the start of the workweek changed in accordance with the requirements set forth in the Fair Labor Standards Act.

E. Employees may temporarily flex their schedules with the prior approval of their Department Head, so long as the new schedule meets the City's needs and the Employee works a full schedule or makes up the shortfall with paid leave.

F. ~~F.~~ All paid leave (Sick Leave, Vacation Leave, Holiday Leave, and CTO) shall be charged to the Employee's paid leave balance(s) for all hours not worked up to the scheduled hours for that day(s). For example, if an Administrative Assistant is off sick on a 9.0-hour day, that Employee's Sick Leave balance would be reduced by 9.0 hours for that absence. Similarly, if a Holiday falls on a 9.0-hour Workday, the Employee would receive 8.0 hours of Holiday Time Off and the balance of 1.0 hour may be made up through use of Vacation Leave, Holiday Leave, or CTO. Sick Leave may not be used to make up for Holiday Time Off shortfalls.

3. Conflict with FLSA.

The City and ~~SCEA~~SCPOA acknowledge that where this Article may conflict with the Fair Labor Standards Act, the Act shall take precedence.

4. Breaks.

All Employees shall be entitled to receive a 15.0-minute break for every 4.0 hours of work or major fraction thereof.

5. Dispatch Schedule Meet and Confer.

The parties agree to meet and confer on the work schedule for represented Dispatch employees.

ARTICLE 6 ON-CALL (STANDBY) DUTY

The following procedures shall apply exclusively to On-Call~~Standby~~ assignments for Police Dispatchers whe~~re when~~n so assigned and where~~,~~ Dispatchers are required to make themselves available for a share of weekly Dispatcher On-Call (sometimes referred to as Standby) duty:

1. Dispatcher On-Call~~standby~~ will be assigned based on schedules and availability.

2. Dispatchers scheduled for On-Call ~~Standby~~ Duty agree to be "available" for Call-~~-~~Out for the days and times scheduled. Availability includes the ability to respond within one (1) hour of notification and refrain from the consumption of alcohol, which may render Employee unable to respond upon Call-~~-~~Out.

3. Dispatchers shall be available by phone and shall respond to the phone call and arrive at the worksite as directed.

4. Dispatcher On-Call ~~Standby~~ Duty schedules shall be assigned in two 12-hour increments when a potential vacancy could cause a lack of adequate staffing in the communications center.

5. Dispatchers who have been scheduled for On-Call ~~Standby D~~Duty and either fail to be "available" or fail to report for work once notified~~,~~ shall be subject to disciplinary action.

6. Dispatchers who are ill shall contact the on-duty supervisor at the soonest opportunity ~~time~~ available~~,~~ so that the scheduled On-Call~~standby~~ employee can make the necessary arrangements to fill the shift in need. The employee on the shift prior to the vacant shift may be held over until such a time as the On-Call~~standby~~ employee relieves them. Under no circumstance shall the communications center be left without any personnel. The purpose of this procedure is to ensure the communications center always has a back-up if the on-duty person on a minimum staffed shift becomes ill or otherwise no longer available to work.

7. Dispatchers may request that their supervisor consider trading or rescheduling their On-Call ~~Standby~~ Duty assignment with another Employee. The supervisor shall retain the option of releasing the Employee from the scheduled On-Call ~~Standby~~ Duty assignment.

8. Dispatchers scheduled for weekday On-Call ~~Standby~~ Duty (from the end of the workday on one day to the beginning of the next workday during the work week, which is from 12:00 am Monday through 11:59 pm Friday) will receive two (2) hours of On-Call ~~Standby~~ Pay per day at the employee's regular rate of pay.

9. Dispatchers scheduled for weekend On-Call ~~Standby~~ Duty (from the end of the Workday on the last day of the regular workweek to the start of the Workday at the beginning of the next workweek, 12:00 am Saturday through 11:59 pm Sunday) will receive ~~two (2)~~ four (4) hours of On-Call ~~Standby~~ Pay per day at the employee's regular rate of pay.

10. Dispatchers scheduled for Holiday On-Call ~~Standby~~Duty (from 12:00 am to 11:59 pm on a recognized City Holiday) will receive ~~two (2)~~ six (6) hours of On-Call ~~Standby~~ Pay per day at one and one half (1-1/2) times the employee's regular rate of pay.

11. In the event of a Call-~~-~~Out, the Dispatcher shall be paid for a minimum of two (2)~~2.0~~ hours of time at the appropriate pay rate or receive equivalent CTO, at the employee's option. Employees working more than two (2)~~2.0~~ hours shall be paid hour-for-hour of the time worked at appropriate pay rate or receive equivalent CTO, at the Employee's option.

12. In the event a Call-~~-~~Out occurs which requires the Dispatcher to work any amount of time between 12:00 am and 11:59 pm of a holiday, the Employee shall be paid for a minimum of two (2)~~.0~~ hours of time at 1.5 times their hourly rate of pay or receive equivalent CTO, at the Employee's option.

Example: Call-~~-~~Out begins at 11:30 pm and ends at 1:30 am, Dispatcher receives 2 hours of Call Out pay at 1.5 times their hourly rate.

ARTICLE 7 OVERTIME

The following procedures shall apply to Overtime and Compensatory Time Off (hereinafter "CTO"):

1. 5/40 Work Schedule.

For all Employees assigned to a 5/40 work schedule, all work performed in excess of 40.0 hours in a workweek or 8.0 hours in a day, that was approved in advance by the Department Head (except emergency Overtime associated with a Call Out), shall be paid at one and one-half times the Employee's regular pay.

2. Alternative Work Schedules.

Employees on a 4/10 or a 9/80 Alternative Work Schedule shall not be eligible for Overtime until they have worked a full scheduled Workday.

3. Employee-Requested Flextime.

In the event of pre-approved, Employee-requested flextime, Employees shall not be eligible for Overtime until they have worked a full scheduled workweek.

4. Paid Leave Considered Hours Worked.

For purposes of Overtime computation, all paid time including Sick Leave, Vacation Leave, Holiday, and CTO shall be considered hours worked.

ARTICLE 8 COMPENSATORY TIME OFF (CTO)

1. Overtime Credited as CTO.

Except as provided in Section ~~6~~2 of this Article, Overtime worked may be credited as CTO or be paid as Overtime at the discretion of the Employee. CTO will be credited at a rate of one and one-half times the Overtime hours worked. The maximum accumulation of CTO is as follows:

A. Under five years of City service: 80.0 hours;

B. Five to under ten years of City service: 90.0 hours;

C. Ten to under 15 years of City service: 100.0 hours;

D. 15 years and over of City service: 120.0 hours;

E. Any Overtime worked in excess of these limits shall be compensated on a paid basis.

2. Above CTO Limit.

If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40.0 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Upon separation of service, an Employee is entitled to receive the cash value of all accrued CTO.

3. CTO Cash-Out.

Employees are allowed to cash-out a maximum of 40.0 hours of CTO each January. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current CTO balance. Employees may make an irrevocable request for the upcoming calendar year January cash-out of accrued CTO by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the January cash-out. With the exception of the November election, Employees may not elect cash-out of accrued CTO except upon leaving City Service. No CTO cash-out election will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

ARTICLE 9 VACATION LEAVE

Use of Vacation Leave requires prior written approval by the Department Head or designee. Employees are encouraged to take vacations lasting at least one week. Vacation Leave may not be granted in excess of the Vacation Leave balance that has been accrued at the time that the Vacation Leave is granted.

1. Vacation Accrual.

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

A. For the First Five Years of Service. Employees shall earn and be credited with Vacation Leave at the rate of 80.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate 184.0 hours for those working 40.0 hours per week or a 9/80 schedule per pay period per year.

2. Maximum Accumulation.

Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 years of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation Leave Cash-Out.

Employees may not cash out Vacation Leave except as authorized annually under Eligible paid Leve Cash-Out or upon leaving City Service.

4. Holiday During Vacation.

An Employee will not be charged 8.0 hours of Vacation Leave for a Holiday that occurs during his/her Vacation Leave.

5. Illness During Vacation.

If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.

6. Separation From Service.

Upon separation from service, an Employee is entitled to receive the cash value of all accrued Vacation Leave.

7. Upon Death.

When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

ARTICLE 10 ELIGIBLE PAID LEAVE CASH-OUT

As an alternative to CTO Cash-Out, employees are allowed to elect to cash-out a maximum of 40.0 hours of Eligible Paid Leave in November of the calendar year preceding such cash-out. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current Eligible Paid Leave balances. Employees may make an irrevocable request for the upcoming calendar year to cash-out accrued Eligible Paid Leave by filling out and signing the form provided by Finance. The form must be submitted to Finance by the date provided on the form which must be in the calendar year preceding the cash-out. With the exception of the November cash-out election, Employees may not cash out Eligible Paid Leave except upon leaving City Service. No Eligible Paid Leave cash-out will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons. With respect to this Section, Eligible Paid Leave includes CTO, Holiday Leave, and/or Vacation Leave (in that order of usage). Employees may not cash-out both CTO and Eligible Paid Leave in the same year.

ARTICLE 11 UNIFORMS AND UNIFORM ALLOWANCES

Uniform Allowances. Annually the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

Job Class	Total
Senior Public Safety Dispatcher	$900.00
Public Safety Dispatcher I/II	$900.00
Community Services Officer I/II	$900.00

Uniform allowance will be paid on the regular paychecks of pro-rata basis, equally divided across each of the 26 pay checks.

ARTICLE 12 MILEAGE REIMBURSEMENT

Employees are encouraged to use City vehicles when conducting City business. When the use of private vehicles is required and approved by the Employee's Department Head, the City shall provide mileage reimbursement at the mileage rate set each November by the Internal Revenue Service (Publication 917). The new rate shall be effective the following January.

ARTICLE 13 REIMBURSEMENT FOR EDUCATION OR TRAINING

1. Approval.

On the recommendation of a Department Head and the approval of the City Manager, any Employee may embark on an approved course of education to enhance ~~his/her~~ their job skills. A course of study may include courses needed to gain a degree in a job-related field or to improve opportunities for advancement or Promotion with the City of Suisun City. If the Employee's Department Head will not recommend reimbursement for a course of study, the Employee may appeal to the City Manager or designee.

2. Reimbursement.

~~Reimbursement shall be at a rate of 50 percent (50%) of the cost per unit at Solano Community College, which shall not exceed $1,000 per Employee per year. If an Employee leaves City service within two years of receiving education reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City. Upon successful completion of the coursework, the Employee shall submit to the Department Head copies of dated receipts showing education costs (tuition, books, materials, mileage), as well as transcripts, grades or certificates showing successful course completion.~~

Employees are eligible for educational reimbursement for approved classes, including tuition and books, which shall not exceed $1,000 per Employee per year. Upon successful completion of the coursework, the Employee shall submit to the Department Head and HR copies of dated receipts showing education costs (tuition, books, materials, mileage), as well as transcripts, grades or certificates showing successful course completion. If an Employee leaves City service within two years of receiving education reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City.

ARTICLE 14 GRIEVANCE PROCEDURE

Rules regarding the Grievance Procedure are set forth in Chapter 11 of the Personnel Rules.

ARTICLE 15 DISCIPLINARY ACTION

1. Rules regarding the Disciplinary Action are set forth in Chapter 12 of the Personnel Rules. Section 12.8.2 of these Rules is hereby replaced with the following:

2. The Hearing Officer may be an arbitrator, a neutral third party, or a mediator. The Hearing Officer shall conduct an advisory review of the facts and issue a written opinion in the matter that is provided to all parties. The selection of an arbitrator, neutral third party, or

mediator shall be by mutual agreement of the parties. All direct costs involved with having an arbitrator, neutral third party, or mediator review the matter will be borne equally by the parties involved. However, in the event the disciplinary action is completely reversed, the City shall reimburse the ~~SCEA~~SCPOA for its share of the cost of the arbitrator, third party, or mediator.

3. In the event the parties are unable to agree on an impartial arbitrator, mediator, or third party, the parties will make a joint request for a list of five impartial mediators or arbitrators from the State Mediation and Conciliation Service. When such list is received, the parties shall meet within seven calendar days to select the mediator or arbitrator as follows: the parties shall alternately strike the name of one mediator or arbitrator from the list until the name of one remains. That person shall serve as the mediator or arbitrator. The Party to strike the first name shall be determined by a toss of a coin.

4. The City Manager will review the opinion and either:

A. Accept the Recommendation. In the event that the City Manager accepts the recommendation, that decision will be final and not subject to further appeal.

B. Refer the Matter to the City Council. In the event that the City Manager rejects the recommendation, the matter shall be referred to the City Council. The Council shall conduct a closed session pursuant to Subsection 12.8.3.

ARTICLE 16 CONTRACTING OUT

In the event that the City decides to outsource work to a private contractor that would result in the displacement of current represented Employees, the City shall include a request in the Request for Proposal (hereinafter "RFP") that prospective contractors include a proposal to hire said Employees in their response to the RFP.

[SIGNATURES ON NEXT PAGE]

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND
THE SUISUN CITY POLICE OFFICERS' ASSOCIATION
JULY 1, 2023 THROUGH JUNE 30, 2025

CITY OF SUISUN CITY
REPRESENTATIVES:

_____
Gregory Folsom, City Manager

_____
Christina Penland, HR Administrator

_____
Kris Lofthus, Deputy City Manager

_____
Colin Tanner, Deputy City Attorney

SCPOA
REPRESENTATIVES:

_____
Shaun A. Du Fosee, Labor Consultant SCPOA

_____
Eric Vera, SCPOA Vice President

_____
Sigfred Neri, SCPOA Representative

_____
Amanda Marler, SCPOA Representative

Approved as to form
Aleshire & Wynder, LLP

_____
Elena Q Gerli, City Attorney

AGENDA ITEM NO. 12

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Amending and Restating the Schedule of Salary and Benefits for Unrepresented and Executive Management Employees.

FISCAL IMPACT: The total cost of implementing the financial provisions of the Amended and Restated Schedule of Salary and Benefits for Unrepresented and Executive Management Employees is $176,711.00 with a direct impact to the General Fund of approximately $110,000.00 in Fiscal Year 2023-24. This has been incorporated into the adopted budget.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: The Schedule of Salary and Benefits for Unrepresented and Executive Management Employees specifies the level of benefits for the City's unrepresented employees. These benefits may be amended from time to time as desired by the City Council. It was most recently amended/updated on June 20, 2023, with Resolution No. 2023-72.

STAFF REPORT:

The City Council historically provides compensation or benefits adjustments for Unrepresented Employees comparable to those offered to represented City of Suisun City management employees.

The City and authorized labor relations representatives for each of the City's bargaining units have met and conferred in good faith, on wages, hours and other terms and conditions of employment for successor Memorandum of Understandings (MOUs) covering fiscal years 2023-2025 pursuant to the requirements of the Meyers Milias-Brown Act, codified as Gov't Code Sections 3500-3511.

The City and labor representatives for the Suisun City Employees' Association (SCEA) reached a tentative agreement that was subsequently ratified by the membership on June 14, 2023. The SCEA MOU 2023-25 was approved by City Council on June 20, 2023.

The City and labor representatives for the Suisun City Management and Employees Association (SCMPEA) and the Suisun City Police Officers' Association (SCPOA) have reached tentative agreements that were subsequently ratified by the membership on June 27, 2023. The tentative agreements and 2023-25 MOUs are on the City Council agenda for approval on this day, July 18, 2023.

As of the drafting of this report, the City has not yet reached tentative agreement with the Suisun City Professional Firefighters' Association (SCPFA) on a successor MOU. The City is hopeful that the parties will come to a tentative agreement consistent with the wages and other terms and conditions provided to all other represented employees. The City will schedule a future agenda item on outcome of the SCPFA negotiations.

At this time, staff is recommending the City Council authorize Unrepresented and Executive Management Employees, including the City Manager, the same adjustments offered to the City's employee bargaining groups, which would do the following if approved by the City Council:

- Provide wage adjustments to Unrepresented and Executive Management Employees, as follows:

Job Class	Wage Adjustment
Development Services Director	10.124%
Finance Director	10.124%
Fire Chief	0.234%
Human Resource Administrator	23.832%
Police Chief	16.746%
Public Works Director/City Engineer	18.724%
Recreation, Parks, & Marina Director	10.124%

- Realign the benefits for the Human Resources Administrator with those provided to Executive Management Employees.
- Increase Automobile Allowance by one-hundred dollars ($100.00) monthly.
- Provide Longevity Pay of three percent (3%) for five (5) years of continuous years of full time City service, and three percent (3%) for ten (10) years of continuous service for a total of six percent (6%).
- Provide the Police Chief with Longevity Pay of three percent (3%) for sworn law enforcement experience, and five percent (5%) POST Executive Management Incentive Pay.
- Include Notary Pay allowance of $50.00 per month.
- Several clean up items including clarifying application of the Plan for Unrepresented Executive Management employees and clearly delineating the salary and benefits for the Fire Battalion Chief and Chief Building Official classifications.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023-___: Amending and Restating the Schedule of Salary and Benefits for Unrepresented and Executive Management Employees.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-___: Amending and Restating the Schedule of Salary and Benefits for Unrepresented and Executive Management Employees.
   a. Amended and Restated Schedule of Salary and Benefits for Unrepresented and Executive Management Employees
2. Amended and Restated Schedule of Salary and Benefits for Unrepresented and Executive Management Employees - Redline

---

PREPARED BY: Christina Penland, Human Resources Administrator
REVIEWED BY: Kris Lofthus, Deputy City Manager
APPROVED BY: Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. Resolution Amending Restating Salary Benefits Unrep and Exec Management.pdf
a. Schedule of Salary and Benefits for Unrep and Exec Management.pdf
2 Schedule of Salary and Benefits for Unrep and Exec Management Redline.pdf

RESOLUTION NO. 2023-__

A RESOLUTION OF THECITY COUNCIL OF THE CITY OF SUISUN CITY AMENDING AND RESTATING THE SCHEDULE OF SALARY AND BENEFITS FOR UNREPRESENTED AND EXECUTIVE MANAGEMENT EMPLOYEES

WHEREAS, on March 5, 2019, the City Council of the City of Suisun City adopted Resolution No. 2019-22, approving the Schedule of Salary and Benefits for Executive Management and Confidential Employees (the Plan); and

WHEREAS, on July 30, 2019, the City Council adopted Resolution No. 2019-87, making a number of significant changes to the Comprehensive Plan; and

WHEREAS, on November 24, 2020, the City Council adopted Resolution No. 2020-144, providing several new provisions and clean up items no longer relevant; and

WHEREAS, on June 29, 2021, the City Council adopted Resolution No. 2021-56, approving the Schedule of Benefits for Executive Management Employees (the Benefits Plan), changing the Plan title, eliminating the Confidential Employee Pay Program, providing several new provisions, and cleaning up items no longer relevant; and

WHEREAS, on July 20, 2021, the City Council adopted Resolution No. 2021-69, approving the Amended and Restated Schedule of Benefits for Unrepresented Employees clarifying classifications designated as "at-will" to be unrepresented, and approving various other changes; and

WHEREAS, on April 5, 2022, the City Council adopted Resolution No. 2022-55, approving the Amended and Restated Schedule of Benefits for Unrepresented Employees to add the unrepresented class of Battalion Chief, provide for a Deputy City Manager designation and assignment pay, add Juneteenth as a recognized holiday, and add COBRA insurance coverage in addition to various clarifying changes; and

WHEREAS, on May 2, 2023, the City Council adopted Resolution No. 2023-44, approving the Amended and Restated Schedule of Benefits for Unrepresented Employees pertaining to compensation provisions; and

WHEREAS, on June 20, 2023, the City Council adopted Resolution No. 2023-72, approving the Amended and Restated Schedule of Salary and Benefits for Unrepresented and Executive Management Employees pertaining to restoring leave caps; and

WHEREAS, the Schedule of Benefits for Unrepresented Employees may be adjusted at any time by the City Council; and

WHEREAS, the City Council now desires to further amend sections of the Schedule of Compensation and Benefits for Unrepresented Employees, including the City Manager, to update the title of the document to "Schedule of Salary and Benefits for Unrepresented and Executive Management Employees' and to provide compensation adjustments and provisions consistent with those provided to represented employees; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby adopts Resolution No. 2023-____: Amending and Restating the Schedule of Salary and Benefits for Unrepresented and Executive Management Employees.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 18th day of July 2023, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this 18th day of July 2023.

_____
Anita Skinner
City Clerk

Exhibit A: Amended and Restated Schedule of Salary and Benefits for Unrepresented and Executive Management Employees

CITY OF SUISUN CITY
AMENDED AND RESTATED
SCHEDULE OF SALARY AND BENEFITS
FOR UNREPRESENTED AND
EXECUTIVE MANAGEMENT EMPLOYEES
EFFECTIVE July 21, 2023
Adopted by Resolution No. 2023-_____

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ARTICLE 1 INTRODUCTION

Section 01. AFFECTED EMPLOYEES.

This Schedule of Salary and Benefits for Unrepresented and Executive Management Employees (the "Plan") shall be in force and effect for the following classifications of employees with the City of Suisun City ("City"), hereinafter referred to as the "Affected Employee(s)," and is also subject to any express employment contracts entered into and signed by the City and the Affected Employees with the employment contract taking precedence over this Plan:

Development Services Director
Finance Director
Fire Chief
Human Resources Administrator
Police Chief
Public Works Director / City Engineer
Recreation, Parks, & Marina Director

Section 02. FIRE BATTALION CHIEF.

The Fire Battalion Chief classification shall receive the same benefits afforded to the Fire Captains and Fire Engineers, represented by the Suisun City Professional Firefighters' Association, (SCFPA, IAFF 1186), provided under the SCPFA Memorandum of Understanding (MOU), as amended from time to time, even if expired, including uniform allowance at $1300 annually, which will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks. The Fire Battalion Chief classification is explicitly excluded from any and all provisions of this Plan that apply expressly to Affected Employees in the classifications identified in Section 1. Fire Battalion Chiefs are not at-will employees and are FLSA non-exempt. Wages for the Fire Battalion Chief classification will be adjusted by -0.367% effective July 21, 2023.

Section 03. CHIEF BUILDING OFFICIAL.

The Building Official shall receive the same benefits afforded to Management and Professional employees, represented by the Suisun City Management and Professional Employees' Association (SCMPEA) as provided under the SCMPEA MOU, as amended from time to time, even if expired. The Building Official classification is explicitly excluded from any and all provisions of this Plan that apply expressly to Affected Employees in the classifications identified in Section 1. Wages for the Building Official classification will be adjusted by 10.174% effective July 21, 2023.

Section 04. AT-WILL EMPLOYMENT STATUS.

All Affected Employees, are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City

Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination. This provision does not waive any public safety statutory rights afforded to the Police Chief and/or Fire Chief.

Section 05. FUTURE ADDITIONAL CLASSIFICATIONS.

This Plan shall include future additional classifications determined under applicable City Resolution to be "at-will" within the categories of Unrepresented or Executive Management.

ARTICLE 2 SALARY

Section 01. SALARY SCHEDULE SYSTEM.

The City maintains a separate City-wide Salary Resolution, for all City employees, including Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The compensation of all Affected Employees shall be determined on a merit basis and Affected Employees will be paid in accordance with the range of pay identified by position in the separate salary schedule resolution or by written contract signed by the City and the Affected Employee.

Section 02. BASE WAGE INCRASES

A. EFFECTIVE MAY 12, 2023.

Effective May 12, 2023, base hourly wages will be adjusted as follows:

1. Miscellaneous. Base hourly wage increases of two dollars ($2.00) per hour to the wage range for all unrepresented miscellaneous job classes.

2. Police and Fire. Base hourly wage increases of six dollars ($6.00) per hour to the wage range for all unrepresented safety job classes.

B. EFFECTIVE JULY 21, 2023.

Effective July 21, 2023, base hourly wages will be adjusted as follows:

Job Class	Approximate Wage Adjustment
Development Services Director	10.124%
Finance Director	10.124%
Fire Chief	0.234%
Human Resources Administrator	23.832%
Police Chief	16.746%
Public Works Director / City Engineer	18.724%
Recreation, Parks, & Marina Director	10.124%

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

Section 04. ADVANCEMENT WITHIN THE SALARY SCHEDULE.
Affected Employees shall be considered for advancement within the steps of the City's Salary Schedule resolution at the discretion of the City Manager. The City Manager shall evaluate all Employees on an annual basis as determined by the initial hire date. If it is determined that an Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

Section 05. WORK SCHEDULES.
The traditional work schedule is a 40.0-hour workweek consisting of five (5) consecutive eight (8) hour days in a seven (7)-day period (hereinafter "5/40"), beginning at 12:00 am on Friday through 11:59 pm on the following Thursday. All other work schedules shall be considered Alternative Work Schedules.

Section 06. ALTERNATIVE WORK SCHEDULES.
Nine (9) workdays totaling eighty (80) hours during a fourteen (14)-day period beginning at 12:00 am on Friday through 11:59 pm on the following Thursday (hereinafter "9/80"), or any other configuration approved by the City Manager.

Section 07. FLSA EXEMPT STATUS.
The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

ARTICLE 3 OTHER COMPENSATION

Section 01. ACTING CITY MANAGER PAY.
If assigned as Acting City Manager for a duration that exceeds seven (7) business days, the Affected Employee shall receive Acting Pay of ten percent (10%) of base pay. This compensation is non-pensionable compensation.

Section 02. DEPUTY CITY MANAGER ASSIGNMENT & PAY.
This is a two (2) year pilot program which can be paused or eliminated by City Council at any time. The City Manager, with the concurrence of the City Council in closed session consistent with current Department Head appointment procedures, may assign at their discretion a designee who is covered by the City's Resolution governing Unrepresented and Executive Management Employees, to serve as

Deputy City Manager over non-public safety services. Assignees will have up to a two (2) year assignment that can be revoked by the City Manager, with the concurrence of City Council in closed session, at any time. The assignment ending date must be specified upon the assignment and may be extended for longer than two (2) years only if the pilot program is also extended. Assignees will be required to continue to maintain a high level of job performance in their existing position and have capacity to take on this additional assignment. The pilot program shall be reviewed by City Council every six (6) months. If assigned as Deputy City Manager for a duration that exceeds seven (7) business days, the assigned employee shall receive Acting Pay of fifteen percent (15%) of base pay, which shall not be pensionable compensation.

Section 03. FIRE DUTY CHIEF STANDBY PAY.

Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each shift, the Fire Chief may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. The Fire Chief when assigned to serve as Duty Chief shall receive additional non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: $200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), $200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and $200 per weekend evening shift (8:30 p.m. to 8:29 a.m.); this additional pay will be limited to no more than fifteen (15) shifts per month. If operationally necessary, the City Manager may authorize additional shifts that must be requested and approved in writing. It is expected that such assignment would be made on monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. Employees must be scheduled for Fire Duty Chief Standby in such a manner as to ensure at least one-consecutive day off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. The Fire Chief shall have the sole ability to schedule one Fire Duty Chief per shift based on staffing, budget, and operational discretion as they see fit, but shall not assign themself any greater participation than assigned to any single Fire Division Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

Section 04. ADVANCED EDUCATION COMPENSATION.

Affected Employees that have an advanced degree (master's degree, doctorate, etc.) that complements their job duties and descriptions or provides benefit to the City, and exceeds the job description or classification specification requirement, will be given a base salary compensation adjustment of three (3%) percent. This incentive is limited to a maximum of three (3%) percent regardless of the number of degrees exceeding the job requirement. An advanced degree required for the position is not eligible for the incentive. This compensation must be approved by the City Manager.

Section 05. AUTOMOBILE ALLOWANCE.

Affected Employees shall receive four hundred dollars ($400.00) per month in automobile allowance or a take home City vehicle, as determined by the City Manager. All uses of City vehicles shall be per the City vehicle use policy.

Section 06. **TECHNOLOGY/CELL PHONE EQUIPMENT.**
Subject to the written approval of the City Manager, the City shall provide Affected Employees with a City purchased and maintained cell phone, tablet, lap-top, personal computer, printer, remote access from home computer and all other related technology needed to successfully undertake their position, provided such equipment is available for use and/or has been budgeted for.

Section 07. **CONFIDENTIAL EMPLOYEE PROGRAM TERMINATION.**
Currently, the Recreation, Parks, and Marina Director, hired prior to July 30, 2019, receives a 3% Confidential Pay Differential which is added to the employee's base pay. No other Executive Management classifications are eligible for this pay and the Confidential Pay Program will end with the departure of the current incumbent Recreation, Parks, and Marina Director.

Section 08. **NOTARY PAY.**
Any employee that possesses an official Notary Commission and is required to perform these duties in addition to their normal job duties shall be afforded a monthly $50 allowance, approved by the City Manager. The City will provide the cost of training, certification, recertification, bond, insurance and recording with the County Recorder of the Notary Commission for any employees required to obtain and maintain an official Notary Commission.

Section 09. **LONGEVITY PAY.**
Upon the completion of five (5) years of continuous full-time City service, Affected Employees shall receive an amount equal to three percent (3%) of current base salary. Affected Employees who complete ten (10) years of continuous full-time City service shall receive an additional three percent (3%) of current base salary (for a total of six percent (6%)).

In addition to eligibility for the longevity pay described in the paragraph above, Affected Employees who have completed fifteen (15) years of service as a sworn law enforcement officer, shall receive an additional three percent (3%) of current base salary (eligible for up to nine percent (9%) total longevity pay).

Section 10. **POST EXECUTIVE MANAGEMENT CERTIFICATE PAY.**
Affected Employees that possess a POST Executive Management Certificate shall receive an amount equal to five percent (5%) of current base salary.

ARTICLE 4 **EDUCATION REIMBURSEMENT**

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

A. Courses, degrees and certifications must relate to the Employee's position or be directly related to the employee's potential professional development with the City.
B. Pre-approval by the City Manager is required in advance of registering any the course of instruction.
C. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.
D. Employees shall only receive education reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.
E. In the event an Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
F. Upon completion of each course, an Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Section 02. Reimbursement for books and registration fees shall be paid upon proof of payment by the Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the full cost of tuition. All payments shall be made as part of the regular City warrant.

Section 03. Failure on the part of an Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action up to and including termination of employment.

Section 04. In no case shall the total amount of education reimbursement for individual courses provided to an Employee in a given fiscal year exceed one thousand five hundred dollars ($1,500.00). If an Employee leaves City service within two (2) years of receiving education reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City, which may be withheld from the Employee's final paycheck per agreement by the Employee.

ARTICLE 5 RETIREMENT BENEFITS

Section 01. THE CALIFORNIA PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA). PEPRA took effect January 1, 2013. PEPRA outlines the definition of Classic and New Members and specifies requirements specific to these classes of members. Eligibility as a Classic or New Member is

also governed by the Public Employees' Retirement Law (PERL), and eligibility determinations are made solely by California Public Employees' Retirement System (CalPERS).

Section 02. CLASSIC MISCELLANEOUS EMPLOYEE RETIREMENT BENEFITS.
Except as otherwise provided in this Article, the City provides the two (2%) percent at fifty-five (55) CalPERS Retirement Plan, with One (1)-Year Final Compensation, including the 1959 Survivor's Benefit Level three (3), for Classic Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Miscellaneous Employees will receive an increase to their base hourly rate of seven-point-five (7.5%) percent in exchange for Classic Miscellaneous employees paying the full employee contribution along with employees governed by PEPRA.

Section 03. CLASSIC SAFETY FIRE EMPLOYEE RETIREMENT BENEFITS.
Except as otherwise provided in this Article, the City provides the two (2%) percent at fifty-five (55) CalPERS Retirement Plan, with One (1)-Year Final Compensation, including the 1959 Survivor's Benefit Level three (3), for Classic Safety Fire Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Fire Safety Affected Employees will receive an increase to their base hourly rate of seven-point-five (7.5%) percent in exchange for the Classic Safety Fire employees paying the full employee contribution along with employees governed by PEPRA.

Section 04. CLASSIC SAFETY POLICE EMPLOYEE RETIREMENT BENEFITS.
Except as otherwise provided in this Article, the City provides the CalPERS three (3%) percent at fifty (50) Retirement Plan, with One (1)-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively, for Classic Safety Police Employees. The Credit for Unused Sick Leave will be reduced by the number of hours converted to cash pursuant to Section 5 of Article IX. The following provisions apply to Affected Employees receiving Safety Police benefits:

A. The City shall continue to provide Level four (4), Survivor Benefits through CalPERS.
B. The employee shall pay the Employee's contribution as established by CalPERS.
C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Affected Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.
D. As soon as practicable and approved by CalPERS, all Safety Police Affected Employees will receive an increase to their base hourly rate of five-point-five (5.5%) percent in exchange for the Classic Safety Police Employees paying the full employee contribution along with employees governed by PEPRA.

Section 05. PEPRA NEW MISCELLANEOUS EMPLOYEE RETIREMENT BENEFITS.
The City provides the two (2%) percent at sixty-two (62) CalPERS Plan for New Member Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee

shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no Employer Paid Member Contribution (EPMC) is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

Section 06. PEPRA NEW SAFETY FIRE EMPLOYEE RETIREMENT BENEFITS.

The City provides the two (2%) percent at fifty-seven (57) CalPERS PEPRA Plan for New Member Safety Fire Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

Section 07. PEPRA NEW SAFETY POLICE EMPLOYEE RETIREMENT BENEFITS.

The City provides the two-point-seven (2.7%) percent at fifty-seven (57) CalPERS Plan for PEPRA New Member Safety Police Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

Section 08. SICK LEAVE CONVERSION.

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

ARTICLE 6 VACATION LEAVE

Section 01. VACATION ACCRUAL.

Affected Employee accumulation of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):

A. For the first five (5) years of service. Employees shall earn and be credited with Vacation Leave at the rate of one hundred and twenty (120) hours per year.

B. Commencing with the Sixth (6th) Year. Employees shall earn and be credited with Vacation Leave at the rate of one hundred and sixty (160) hours per year.

C. Commencing with the Eleventh (11th) Year. Employees shall earn and be credited with an additional eight (8) hours per additional year of service until reaching a maximum of two hundred (200) hours per year after fifteen (15) years of service.

Section 02. MAXIMUM ACCUMULATION.

Affected Employees with fifteen (15) or fewer years of service with the City may accumulate up to a maximum of two hundred eighty (280) hours of Vacation Leave. Employees with over fifteen (15) years of service with the City may accumulate up to a maximum of three hundred twenty (320) hours of Vacation Leave.

Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, they must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in ceasing the accrual of Vacation Leave upon reaching maximum accumulation and continuing until the balance is reduced by forty (40) hours.

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

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

Section 05. **CONVERSION OF UNUSED VACATION LEAVE TO CASH.**
Affected Employees are allowed to cash-out of a maximum of forty (40) hours in January of each year as long as there remains a minimum of eight (8) hours in employee's vacation leave after cash-out. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each employee's current Vacation Leave balance. To be entitled to cash-out Vacation Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Vacation Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form and in no event later than December 31st of each year for cash-out in January of the following year. Moreover, no request for conversion shall be granted unless first approved by the City Manager.

Section 06. **VACATION LEAVE PAYMENT AT SEPARATION.**
Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued Vacation Leave earned to the effective date of the separation, up to the maximum prescribed in this Article. Payment shall be at the same hourly rate of pay as was authorized for the Employee at the effective date of termination.

Section 07. **RESTORING LEAVE CAPS.**
Leave caps shall be restored for all Affected Employees effective July 1, 2024. In order to effectuate this intent, the City will buy down any excess accrued leave to the original authorized accrued leave cap effective the last full payroll period in June 2023. Employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance

below the leave caps and shall not be allowed to accrue over the cap from thereon. The City understands that after buying down the excess accrued leave to the leave caps, that it is likely in the first few payroll periods following that event that employees will exceed he caps again, so the City is providing the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 7 HOLIDAYS

Section 01. HOLIDAY DATES.

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

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

Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to review and are not automatically provided to Affected Employees.

Section 02. HOLIDAY LEAVE BALANCE.

Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Affected Employees to take advantage of their Holiday Leave, a maximum of one hundred (100) hours is allowed to accrue in Holiday Leave balance. Employees may not cash-out Holiday Leave except upon leaving City service. If an Employee is at the accrual limit, they must request to take Holiday Leave off. If a written request to do so is disapproved, then the accrual limit shall be increased by the City Manager. Failure to request time off would result in ceasing the accrual of Holiday Leave upon reaching maximum accumulation and continuing until the balance is reduced by 20 hours.

Section 03. **RESTORING LEAVE CAPS.**

Leave caps shall be restored for all Affected Employees effective July 1, 2024. In order to effectuate this intent, the City will buy down any excess accrued leave to the original authorized accrued leave cap effective the last full payroll period in June 2023. Employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave caps and shall not be allowed to accrue over the cap from thereon. The City understands that after buying down the excess accrued leave to the leave caps, that it is likely in the first few payroll periods following that event that employees will exceed he caps again, so the City is providing the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 8 **EXECUTIVE LEAVE**

Section 01. **EXECUTIVE LEAVE ACCRUAL.**

Affected Employees shall be granted one hundred twenty (120) hours of Executive Leave with pay each fiscal year (July 1 to June 30). Sixty (60) hours of Executive Leave will be allocated on a semi-annual basis on the following dates: January 1st and July 1st. Employees hired during the fiscal year period shall have Executive Leave credited as a pro-rated amount pursuant to AD 7, Section 8.5. Affected Employees may accumulate up to a maximum of one hundred sixty (160) hours of Executive Leave, wherein upon reaching maximum accumulation such accrual shall cease until the balance falls below the establish maximum accumulation.

Section 02. **EXECUTIVE LEAVE CASH-OUT.**

Affected Employees are allowed to request cash-out of a maximum of forty (40) hours in January of each year. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current Executive Leave balance. To be entitled to cash-out Executive Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Executive Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form, and in no event later than December 31st of each year for cash-out in January of the following year. Moreover, no request for cash-out shall be granted unless first approved by the City Manager. City Manager may consider cash-out of additional unused leave accruals in extreme or emergency situations, but only following the same request procedure.

Section 03. **RESTORING LEAVE CAPS.**

Leave caps shall be restored for all Affected Employees effective July 1, 2024. In order to effectuate this intent, the City will buy down any excess accrued leave to the original authorized accrued leave cap effective the last full payroll period in June 2023. Employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap

on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave caps and shall not be allowed to accrue over the cap from thereon. The City understands that after buying down the excess accrued leave to the leave caps, that it is likely in the first few payroll periods following that event that employees will exceed he caps again, so the City is providing the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE 9 SICK LEAVE AND OTHER LEAVES

Section 01. LEAVES OF ABSENCE.

Rules regarding Sick Leave and other leaves of absence, including but not limited to, Family or Medical Leave, Pregnancy Disability Leave, Bereavement Leave, Catastrophic Leave Sharing Program, Jury Duty Leave and Military Leave, are set forth in Chapter 10 the Personnel Rules.

Section 03. LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY.

A. The City shall comply with applicable federal and state laws governing work-related injuries, leaves and compensation.
B. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.
C. The City shall coordinate accrued Sick Leave with Workers' Compensation benefits.
D. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, Executive Leave, and/or Holiday Leave consistent with the provisions of Personnel Rules Subsection 10.3.1. Upon expiration of all paid leave time, an Employee shall be entitled to receive compensation only from the City's Workers' Compensation third-party administrator.

ARTICLE 10 MEDICAL & DENTAL INSURANCE

Section 01. CORE FLEX PLAN.

The City will contribute a Core Flex Plan amount equivalent to the Kaiser Permanente Region 1 Premium for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost.

Should the health plan premium cost, selected by the employee, be less than the Kaiser Permanente Region 1 premium, the City shall pay no more that the full cost of the Kaiser Permanente rate, with the difference between the cost of the selected health plan premium, and the maximum provided by the city eligible to be applied toward the cost of vision and dental premiums.

Section 02. FLEXIBLE BENEFIT OPTIONS.

The City shall provide $500.00 per month (employee only) and $700.00 per month (employee plus one or more dependents) as a Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. Affected Employees choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a

group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during each Open Enrollment Period established by the City.

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

Section 04. **MEDICAL INSURANCE BENEFITS AFTER DEATH IN THE LINE OF DUTY**.
Should the Police Chief or Fire Chief lose their life in the line of duty, the City shall continue to pay medical insurance payments as outlined above for the Employee's immediate dependent family. Said payments will continue for a period of up to two (2) years, provided the City's medical insurance plan allows for such continued participation. The surviving dependent family member(s) may remain on the City's medical plan at the City's cost after the two (2) years has elapsed, provided that the medical plan allows for such continued participation.

Section 05. **SICK LEAVE CONVERSION TO FUND MEDICAL PREMIUMS.**
Upon normal retirement from the City, Affected Employees may convert twenty-five (25) percent of their Sick Leave balance to a cash equivalent and use it to fund medical premiums. This conversion will be deducted from the amount reported for CalPERS credit in Article IV.

ARTICLE 11 **WORKERS' COMPENSATION COVERAGE**

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

ARTICLE 12 **STATE DISABILITY INSURANCE COVERAGE**

Section 01. **STATE DISABILITY INSURANCE.**
The City shall participate in the State Disability Insurance Program (hereinafter "SDI").

Section 02. **PAYMENT OF SDI PREMIUMS.**
SDI premiums shall be paid in full by the City on behalf of all participating Affected Employees.

ARTICLE 13 **LIFE INSURANCE AND DEFERRED COMPENSATION**

Section 01. **LIFE INSURANCE.**
The City shall provide a $200,000 term and accidental death and dismemberment insurance policy for each Employee. The face value of the policy will begin reducing at age 65, per the policy's schedule of benefits.

Section 02. DEFERRED COMPENSATION PLAN.

The City shall provide a Deferred Compensation Plan as an optional benefit to Employees. The City will match the Employee contribution up to 3.5% per pay period. The City's match will be contributed to participating Employees on a per pay-period basis.

ARTICLE 14 UNIFORMS AND UNIFORM ALLOWANCES

The City shall annually pay Affected Employees required to wear uniforms in the performance of their duties a Uniform Allowance as follows:

Police Chief:	$1,300 annually
Fire Chief:	$1,300 annually

Uniform allowance will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks.

ARTICLE 15 SEVERANCE

The City shall provide a Non-Public Safety Affected Employee who is at-will and who is terminated for any reason, other than For Cause, an amount equivalent to three (3) months of pay at the employee's then-current rate of pay plus an amount equivalent to three (3) months of COBRA insurance coverage (combined "Severance"), in consideration for and contingent upon the employee's execution of a general release agreement approved in form by the City Attorney. The City shall give a Public Safety Affected Employee who is at-will and who is terminated for any reason, other than For Cause, an amount equivalent to four (4) months of pay at the employee's then-current rate of pay plus an amount equivalent to four (4) months of COBRA insurance coverage (combined "Severance"), in consideration for and contingent upon the employee's execution of a general release agreement approved in form by the City Attorney and which includes a waiver of any Public Safety statutory rights. "For Cause" includes, but is not limited to malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that is deemed to reflect poorly on the City, its employees, or its services.

ARTICLE 16 ELECTIONS

In no event will the terms of this Unrepresented Employee Benefit Schedule or its adoptive resolution be changed or terminated within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.

END

CITY OF SUISUN CITY
AMENDED AND RESTATED
SCHEDULE OF ~~COMPENSATION~~ SALARY
AND BENEFITS
FOR
UNREPRESENTED AND
EXECUTIVE MANAGEMENT EMPLOYEES
EFFECTIVE July 21, 2023
Adopted by Resolution No. 2023-_____

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ARTICLE ~~I~~1 INTRODUCTION

Section 01. AFFECTED EMPLOYEES.

This Schedule of ~~Compensation~~ Salary and Benefits for Unrepresented and Executive Management Employees (the "~~Unrepresented Employee Benefit Schedule~~Plan") shall be in force and effect for the following classifications of ~~unrepresented~~ employees with the City of Suisun City ("City"), hereinafter referred to as the "Affected Employee(s)," and is also subject to any express employment contracts entered into and signed by the City and the Affected Employees with the employment contract taking precedence over this ~~Unrepresented Employee Compensation and Benefit Schedule~~ Plan:

~~Department Heads~~	~~Non-Department Heads~~
Development Services Director	~~Human Resources Administrator~~
Finance Director	~~Fire Battalion Chiefs~~
Fire Chief	
Human Resources Administrator	
Police Chief	
Public Works Director / City Engineer	
Recreation, Parks, & Marina Director	

Section 0~~5~~2. FIRE BATTALION CHIEF~~S~~.

~~Fire Battalion Chiefs are not at-will employees and are FLSA non-exempt. This~~The Fire Battalion Chief classification shall receive the same benefits afforded to the Fire Captains and Fire Engineers, represented by the Suisun City ~~Fire~~ Professional Firefighters' Association, (SCFPA, IAFF 1186), provided under the ~~Suisun City Professional Firefighters' Association (~~SCPFA~~)~~ Memorandum of Understanding (MOU) ~~2022-23~~, as amended from time to time, even if expired, including uniform allowance at $1300 annually, which will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks. The Fire Battalion Chief classification is explicitly excluded from any and all provisions of this Plan that apply expressly to Affected Employees in the classifications identified in Section 1. Fire Battalion Chiefs are not at-will employees and are FLSA non-exempt. Wages for the Fire Battalion Chief classification will be adjusted by -0.367% effective July 21, 2023.

Section 0~~5~~3. CHIEF BUILDING OFFICIAL.

The Building Official shall receive the same benefits afforded to Management and Professional employees, represented by the Suisun City Management and Professional Employees' Association (SCMPEA) as provided under the SCMPEA MOU, as amended from time to time, even if expired. The Building Official classification is explicitly excluded from any and all provisions of this Plan that apply expressly to Affected Employees in the classifications identified in Section 1. Wages for the Building Official classification will be adjusted by 10.174% effective July 21, 2023.

Section 024. AT-WILL EMPLOYMENT STATUS.
All Affected Employees, ~~except the Fire Battalion Chiefs,~~ are deemed to be ~~"~~"at-will"~~"~~ employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called ~~"~~"Skelly"~~"~~ pre-disciplinary notice and response or post-termination appeal hearing. Cause shall be defined as malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that the City Council, in its sole discretion, deems to reflect poorly on the City, its employees, or its services. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination. This provision does not waive any public safety statutory rights afforded to the Police Chief~~,~~ and/or Fire Chief ~~and/or Fire Battalion Chiefs~~.

~~**Section 03. NON-DEPARTMENT HEADS.** Non-Department Heads, except the Fire Battalion Chiefs, shall receive the benefits afforded to the Management Classes assigned to the Suisun City Management & Professional Employees' Association (SCMPEA) Memorandum of Understanding (MOU), as amended from time to time, even if expired. Non-Department Head salaries shall be governed by the separate City-wide Salary Resolution, covering all City employees. Accordingly, with limited exception, the rest of the Articles herein, shall not govern Non-Department Head classifications.~~

Section 045. FUTURE ADDITIONAL CLASSIFICATIONS.
This ~~Benefit Schedule~~Plan shall include future additional classifications determined under applicable City Resolution to be "at-will" within the categories of Unrepresented ~~Department Head or Unrepresented Non-Department Head~~ or Executive Management.

~~**Section 05. FIRE BATTALION CHIEFS.** Fire Battalion Chiefs are not at-will employees and are FLSA non-exempt. This classification shall receive the same benefits afforded to the Fire Captains, represented by the Suisun City Fire Professionals Association, (SCFPA, IAFF 1186), provided under the Suisun City Professional Firefighters' Association (SCPFA) Memorandum of Understanding (MOU) 2022-23, as amended from time to time, even if expired, including uniform allowance at $1300 annually, which will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks.~~

ARTICLE ~~II~~2 SALARY

Section 01. SALARY SCHEDULE SYSTEM.
The City maintains a separate City-wide Salary Resolution, for all City employees, including Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article I, Section 01 above. The compensation of all Affected Employees shall be determined on a merit basis and Affected Employees will be paid in accordance with the range of pay identified by position in the separate salary schedule resolution or by written contract signed by the City and the Affected Employee.

Section 02. **BASE WAGE INCRASES**

A. ~~ADDITIONAL PAY~~EFFECTIVE MAY 12, 2023.

Effective May 12, 2023, b

~~Miscellaneous. Effective the payroll period after City Council adoption of Resolution No. 2021-69, the City will provide a $2.00 per hour non-pensionable additional pay on top of the base pay rate for all Affected Employees miscellaneous job classes up through and until May 11, 2023.~~

~~Police and Fire. Effective the payroll period after City Council adoption of Resolution No. 2021-69, the City will provide a $6.00 per hour non-pensionable additional pay on top of the base pay rate for all Affected Employee safety job classes up through and until May 11, 2023.~~

~~Regular salary and other pay will be made on a bi-weekly basis.~~

~~The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired June 30, 2021.~~

~~B. Base Wage Increase. Effective May 12, 2023, b~~ase hourly wages will be adjusted as follows:

1. Miscellaneous. Base hourly wage increases of two dollars ($2.00) per hour to the wage range ~~and to the employee's position within that range~~ for all unrepresented miscellaneous job classes.

2. Police and Fire. Base hourly wage increases of six dollars ($6.00) per hour to the wage range ~~and to the employee's position within that range for~~ for all unrepresented safety job classes.

B. EFFECTIVE JULY 21, 2023.

Effective July 21, 2023, base hourly wages will be adjusted as follows:

Job Class	Approximate Wage Adjustment
Development Services Director	10.124%
Finance Director	10.124%
Fire Chief	0.234%
Human Resources Administrator	23.832%
Police Chief	16.746%
Public Works Director / City Engineer	18.724%
Recreation, Parks, & Marina Director	10.124%

Section 03. **LEVEL OF COMPENSATION.**

The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as established in the City's salary resolution.

Section 04. ADVANCEMENT WITHIN THE SALARY SCHEDULE ~~FOR DEPARTMENT HEADS~~.
~~Department Heads~~Affected Employees shall be considered for advancement within the steps of the City's Salary Schedule resolution at the discretion of the City Manager. The City Manager shall evaluate all Employees on an annual basis as determined by the initial hire date. If it is determined that an Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

Section 05. WORK SCHEDULES.
The traditional work schedule is a 40.0-hour workweek consisting of five (5) consecutive eight (8)~~.0~~ hour days in a seven (7)-day period (hereinafter "5/40"), beginning at 12:00 am on Friday through 11:59 pm on the following Thursday. All other work schedules shall be considered Alternative Work Schedules.

Section 06. ALTERNATIVE WORK SCHEDULES.
Nine (9) workdays totaling eighty (80) hours during a fourteen (14)-day period beginning at 12:00 am on Friday through 11:59 pm on the following Thursday (hereinafter "9/80"), or any other configuration approved by the City Manager.

Section 07. FLSA EXEMPT STATUS.
The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA") ~~with the exception of Fire Battalion Chiefs~~. The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

ARTICLE ~~III~~3 OTHER COMPENSATION

Section 01. ACTING CITY MANAGER PAY.
If assigned as Acting City Manager for a duration that exceeds seven (7) business days, the Affected Employee shall receive Acting Pay of ten percent (10%) of base pay. This compensation is non-pensionable compensation.

Section 02. DEPUTY CITY MANAGER ASSIGNMENT & PAY.
This is a two (2) year pilot program which can be paused or eliminated by City Council at any time. The City Manager, with the concurrence of the City Council in closed session consistent with current Department Head appointment procedures, may assign at their discretion a ~~Department Head~~ designee who is covered by the City's ~~Unrepresented~~ Resolution governing Unrepresented and Executive Management Employees, to serve as Deputy City Manager over non-public safety services. Assignees will have up to a two (2) year assignment that can be revoked by the City Manager, with the concurrence of City Council in closed session, at any time. The assignment ending date must be specified upon the assignment and may be extended for longer than two (2) years only if the pilot

program is also extended. Assignees will be required to continue to maintain a high level of job performance in their existing position and have capacity to take on this additional assignment. The pilot program shall be reviewed by City Council every six (6) months. If assigned as Deputy City Manager for a duration that exceeds seven (7) business days, the assigned ~~Department Head~~ employee shall receive Acting Pay of fifteen percent (15%) of base pay, which shall not be pensionable compensation.

Section 03. FIRE DUTY CHIEF STANDBY PAY.

Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each shift, the Fire Chief may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. The Fire Chief when assigned to serve as Duty Chief shall receive additional non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: $200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), $200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and $200 per weekend evening shift (8:30 p.m. to 8:29 a.m.); this additional pay will be limited to no more than fifteen (15) shifts per month. If operationally necessary, the City Manager may authorize additional shifts that must be requested and approved in writing. It is expected that such assignment would be made on monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. Employees must be scheduled for Fire Duty Chief Standby in such a manner as to ensure at least one-consecutive day off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. The Fire Chief shall have the sole ability to schedule one Fire Duty Chief per shift based on staffing, budget, and operational discretion as they see fit, but shall not assign themself any greater participation than assigned to any single Fire Division Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

Section 04. ADVANCED EDUCATION COMPENSATION.

~~Department Heads~~ Affected Employees that have an advanced degree (master's degree, doctorate, etc.) that complements their job duties and descriptions or provides benefit to the City, and exceeds the job description or classification specification requirement, will be given a base salary compensation adjustment of three (3%) percent ~~increased base salary compensation adjustment~~. This incentive is limited to a maximum of three (3%) percent regardless of the number of degrees exceeding the job requirement. An advanced degree required for the position is not eligible for the incentive. This compensation must be approved by the City Manager.

Section 05. AUTOMOBILE ALLOWANCE.

~~Department Heads~~ Affected Employees shall receive ~~three~~ four hundred dollars ($~~300~~400.00) per month in automobile allowance or a take home City vehicle, as determined by the City Manager. All uses of City vehicles shall be per the City vehicle use policy.

Section 06. TECHNOLOGY/CELL PHONE EQUIPMENT.

Subject to the written approval of the City Manager, the City shall provide Affected Employees with a City purchased and maintained cell phone, tablet, lap-top, personal computer, printer, remote access

from home computer and all other related technology needed to successfully undertake their position, provided such equipment is available for use and/or has been budgeted for.

Section 07. **CONFIDENTIAL EMPLOYEE PROGRAM TERMINATION.**
Currently, the Recreation, Parks, and Marina Director, hired prior to July 30, 2019, receives a 3% ~~pay~~ Confidential Pay Differential which is added to the employee's base pay. No other Executive Management classifications are eligible for this pay and the Confidential Pay Program will end with the departure of the current incumbent Recreation, Parks, and Marina Director.

Section 08. **NOTARY PAY.**
Any employee that possesses an official Notary Commission and is required to perform these duties in addition to their normal job duties shall be afforded a monthly $50 allowance, approved by the City Manager. The City will provide the cost of training, certification, recertification, bond, insurance and recording with the County Recorder of the Notary Commission for any employees required to obtain and maintain an official Notary Commission.

Section 09. **LONGEVITY PAY.**
Upon the completion of five (5) years of continuous full-time City service, Affected Employees shall receive an amount equal to three percent (3%) of current base salary. Affected Employees who complete ten (10) years of continuous full-time City service shall receive an additional three percent (3%) of current base salary (for a total of six percent (6%)).

In addition to eligibility for the longevity pay described in the paragraph above, Affected Employees who have completed fifteen (15) years of service as a sworn law enforcement officer, shall receive an additional three percent (3%) of current base salary (eligible for up to nine percent (9%) total longevity pay).

Section 10. **POST EXECUTIVE MANAGEMENT CERTIFICATE PAY.**
Affected Employees that possess a POST Executive Management Certificate shall receive an amount equal to five percent (5%) of current base salary.

ARTICLE ~~IV~~4 **EDUCATION REIMBURSEMENT ~~FOR DEPARTMENT HEADS ONLY~~**

~~This Article IV shall apply to Department Head employees only.~~

Section 01. **LIMITATIONS ON EDUCATION REIMBURSEMENT**.
Upon approval of the City Manager, the City shall reimburse ~~Department Head~~ Affected Employees' costs for further education ~~-~~such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for education reimbursement:

A. Courses, degrees and certifications must relate to the Employee's position or be directly related to the employee's potential professional development with the City.

B. Pre-approval by the City Manager is required in advance of registering any the course of instruction.

C. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.

D. Employees shall only receive education reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.

E. In the event an Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.

F. Upon completion of each course, an Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Section 02. Reimbursement for books and registration fees shall be paid upon proof of payment by the Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the full cost of tuition. All payments shall be made as part of the regular City warrant.

Section 03. Failure on the part of an Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action up to and including termination of employment.

Section 04. In no case shall the total amount of education reimbursement for individual courses provided to an Employee in a given fiscal year exceed one thousand five hundred dollars ($1,500.00). If an Employee leaves City service within two (2) years of receiving education reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City, which may be withheld from the Employee's final pay-check per agreement by the Employee.

ARTICLE ~~V~~5 RETIREMENT BENEFITS

Section 01. THE CALIFORNIA PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA). PEPRA took effect January 1, 2013. PEPRA outlines the definition of Classic and New Members and specifies requirements specific to these classes of members. Eligibility as a Classic or New Member is also governed by the Public Employees' Retirement Law (PERL), and eligibility determinations are made solely by California Public Employees' Retirement System (CalPERS).

Section 02. CLASSIC MISCELLANEOUS EMPLOYEE RETIREMENT BENEFITS.
Except as otherwise provided in this Article, the City provides the two (2%) ~~.0~~ percent at fifty-five (55) CalPERS Retirement Plan, with One (1)-Year Final Compensation, including the 1959 Survivor's Benefit Level three (3), for Classic Miscellaneous Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Miscellaneous ~~Affected~~ Employees ~~-~~will receive an increase to their base hourly rate of seven-point-five (7.5%) percent in exchange for Classic Miscellaneous employees paying the full employee contribution along with employees governed by PEPRA.

Section 03. CLASSIC SAFETY FIRE EMPLOYEE RETIREMENT BENEFITS.
Except as otherwise provided in this Article, the City provides the two (2%) ~~.0~~ percent at fifty-five (55) CalPERS Retirement Plan, with One (1)-Year Final Compensation, including the 1959 Survivor's Benefit Level three (3), for Classic Safety Fire ~~Affected~~ Employees. The City shall pay the Employer's contribution. The employee shall pay the Employee's contribution as established by CalPERS. As soon as practicable and approved by CalPERS, all Fire Safety Affected Employees ~~-~~will receive an increase to their base hourly rate of seven-point-five (7.5%) percent in exchange for the Classic Safety Fire employees paying the full employee contribution along with employees governed by PEPRA.

Section 04. CLASSIC SAFETY POLICE EMPLOYEE RETIREMENT BENEFITS.
Except as otherwise provided in this Article, the City provides the CalPERS three (3%) ~~.0~~ percent at fifty (50) Retirement Plan, with One (1)-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively, for Classic Safety Police ~~Affected~~ Employees. The Credit for Unused Sick Leave will be reduced by the number of hours converted to cash pursuant to Section 5 of Article IX. The following provisions apply to Affected Employees receiving Safety Police benefits:

A. The City shall continue to provide Level four (4), Survivor Benefits through CalPERS.

B. The employee shall pay the Employee's contribution as established by CalPERS.

C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Affected Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.

D. As soon as practicable and approved by CalPERS, all Safety Police Affected Employees ~~-~~will receive an increase to their base hourly rate of five-point-five (5.5%) percent in exchange for the Classic Safety Police Employees paying the full employee contribution along with employees governed by PEPRA.

Section 05. PEPRA NEW MISCELLANEOUS EMPLOYEE RETIREMENT BENEFITS.
The City provides the two (2~~.0~~%) percent at sixty-two (62) CalPERS Plan for New Member Miscellaneous Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA,

no Employer Paid Member Contribution (EPMC) is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

Section 06. PEPRA NEW SAFETY FIRE EMPLOYEE RETIREMENT BENEFITS.
The City provides the two (2.0%) percent at fifty-seven (57) CalPERS PEPRA Plan for New Member Safety Fire Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

Section 07. PEPRA NEW SAFETY POLICE EMPLOYEE RETIREMENT BENEFITS.
The City -provides the two-point-seven (2.7%) percent at fifty-seven (57) CalPERS Plan for PEPRA New Member Safety Police Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available for New Members. Should any provision in this Article be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

Section 08. SICK LEAVE CONVERSION.
The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.

ARTICLE ~~VI~~6 VACATION LEAVE ~~FOR DEPARTMENT HEADS ONLY~~

~~This Article VI shall apply to Department Head employees only.~~

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

A. For the first five (5) years of service. Employees shall earn and be credited with Vacation Leave at the rate of one hundred and twenty (120)~~.0~~ hours per year.
B. Commencing with the Sixth (6th) Year. Employees shall earn and be credited with Vacation Leave at the rate of one hundred and sixty (160)~~.0~~ hours per year.
C. Commencing with the Eleventh (11th) Year. Employees shall earn and be credited with an additional eight (8) hours per additional year of service until reaching a maximum of two hundred (200)~~.0~~ hours per year after fifteen (15) years of service.

Section 02. MAXIMUM ACCUMULATION.
~~Department Heads~~ Affected Employees with fifteen (15) or fewer years of service with the City may accumulate up to a maximum of two hundred eighty (280) hours of Vacation Leave. Employees with over fifteen (15) years of service with the City may accumulate up to a maximum of three hundred twenty (320) hours of Vacation Leave.

Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, they must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in ceasing the accrual of Vacation Leave upon reaching maximum accumulation and continuing until the balance is reduced by forty (40) hours.

Section 03. **HOLIDAY DURING VACATION.**

An Affected Employee is not charged Vacation Leave for a Holiday occurring during their Vacation Leave.

Section 04. **UTILIZATION OF VACATION LEAVE.**

Utilization of Vacation Leave shall be scheduled through the City Manager, who shall, in their sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of Vacation Leave, the City Manager may consider such factors as the preferences of the Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

Section 05. **CONVERSION OF UNUSED VACATION LEAVE TO CASH.**

Department Heads Affected Employees are allowed to cash-out of a maximum of forty (40) hours in January of each year as long as there remains a minimum of eight (8) hours in employee's vacation leave after cash-out. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each employee's current Vacation Leave balance. To be entitled to cash-out Vacation Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Vacation Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form and in no event later than December 31st of each year for cash-out in January of the following year. Moreover, no request for conversion shall be granted unless first approved by the City Manager.

Section 06. **VACATION LEAVE PAYMENT AT SEPARATION.**

Department Heads Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued Vacation Leave earned to the effective date of the separation, up to the maximum prescribed in this Article. Payment shall be at the same hourly rate of pay as was authorized for the Employee at the effective date of termination.

Section 07. **RESTORING LEAVE CAPS.**

Leave caps shall be restored for all unrepresented employeesAffected Employees effective July 1, 2024. In order to effectuate this intent, the City will buy down any excess accrued leave to the original authorized accrued leave cap effective the last full payroll period in June 2023. Employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below

the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave caps and shall not be allowed to accrue over the cap from thereon. The City understands that after buying down the excess accrued leave to the leave caps, that it is likely in the first few payroll periods following that event that employees will exceed he caps again, so the City is providing the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE ~~VII~~7 HOLIDAYS

Section 01. HOLIDAY DATES.

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

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

Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to review and are not automatically provided to Affected Employees.

Section 02. HOLIDAY LEAVE BALANCE.

Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Affected Employees to take advantage of their Holiday Leave, a maximum of one hundred (100) hours is allowed to accrue in Holiday Leave balance. Employees may not cash-out Holiday Leave except upon leaving City service. If an Employee is at the accrual limit, they must request to take Holiday Leave off. If a written request to do so is disapproved, then the accrual limit shall be increased by the City Manager. Failure to request time off would result in ceasing the accrual of

Holiday Leave upon reaching maximum accumulation and continuing until the balance is reduced by 20 hours.

Section 0~~2~~3. RESTORING LEAVE CAPS.
Leave caps shall be restored for all ~~unrepresented employees~~ Affected Employees effective July 1, 2024. In order to effectuate this intent, the City will buy down any excess accrued leave to the original authorized accrued leave cap effective the last full payroll period in June 2023. Employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave caps and shall not be allowed to accrue over the cap from thereon. The City understands that after buying down the excess accrued leave to the leave caps, that it is likely in the first few payroll periods following that event that employees will exceed he caps again, so the City is providing the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE ~~VIII~~8 ~~OTHER LEAVES~~EXECUTIVE LEAVE

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

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

~~**Section 03. LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY.**~~
~~A. The City shall comply with applicable federal and state laws governing work-related injuries, leaves and compensation.~~

~~B. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.~~

~~C. The City shall coordinate accrued Sick Leave with Workers' Compensation benefits.~~

~~D. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, Executive Leave, and/or Holiday Leave consistent with the provisions of Personnel Rules Subsection 10.3.1. Upon expiration of all paid leave time, an Employee shall be entitled to receive compensation only from the City's Workers' Compensation third-party administrator.~~

~~**Section 04. BEREAVEMENT/COMPASSIONATE LEAVE.** Rules regarding Bereavement/ Compassionate Leave are set forth in Section 10.5 of the Personnel Rules.~~

~~**Section 05. CATASTROPHIC LEAVE-SHARING PROGRAM.** Rules regarding the Catastrophic Leave-Sharing Program are set forth in Administrative Directive – AD 10.~~

~~**Section 06. JURY DUTY.** Rules regarding Jury Duty are set forth in Section 10.6 of the Personnel Rules.~~

~~**Section 07. MILITARY LEAVE.** Rules regarding Military Leave are set forth in Section 10.7 of the Personnel Rules.~~

Section 0~~8~~1. EXECUTIVE LEAVE ACCRUAL ~~FOR DEPARTMENT HEADS~~.
~~Department Heads~~ Affected Employees shall be granted one hundred twenty (120) hours of Executive Leave with pay each fiscal year (July 1 to June 30). Sixty (60) hours of Executive Leave will be allocated on a semi-annual basis on the following dates: January 1st and July 1st. Employees hired during the fiscal year period shall have Executive Leave credited as a pro-rated amount pursuant to ~~-~~AD 7, Section 8.5. ~~Department Heads~~ Affected Employees may accumulate up to a maximum of one hundred sixty (160) hours of Executive Leave, wherein upon reaching maximum accumulation such accrual shall cease until the balance falls below the establish maximum accumulation.

Section 0~~9~~2. EXECUTIVE LEAVE CASH-OUT ~~FOR DEPARTMENT HEADS~~.
~~Department Heads~~Affected Employees are allowed to request cash-out of a maximum of forty (40) hours in January of each year. The Finance Department will send out a request form, in November of the preceding year, that includes written verification of each Employee's current Executive Leave balance. To be entitled to cash-out Executive Leave, Employees must make an irrevocable request for the upcoming calendar year to cash-out Executive Leave by filling out and signing the form provided by the Finance Department. The form must be submitted to the Finance Department by the date provided on the form, and in no event later than December 31st of each year for cash-out in January of the following year. Moreover, no request for cash-out shall be granted unless first approved by the City Manager. City Manager may consider cash-out of additional unused leave accruals in extreme or emergency situations, but only following the same request procedure.

Section 0~~1~~03. RESTORING LEAVE CAPS.
Leave caps shall be restored for all ~~unrepresented employees~~ Affected Employees effective July 1, 2024. In order to effectuate this intent, the City will buy down any excess accrued leave to the original authorized accrued leave cap effective the last full payroll period in June 2023. Employees will then have one (1) year, until July 1, 2024, to maintain and/or reduce their leave accruals below the contractual leave caps at which time employees will no longer be allowed to exceed the leave caps. Those who are still over the cap on or after July 1, 2024, shall not accrue any more leave time until they bring their accrual balance below the leave caps and shall not be allowed to accrue over the cap from thereon. The City understands that after buying down the excess accrued leave to the leave caps, that it is likely in the first few payroll periods following that event that employees will exceed he caps again, so the City is providing the one (1) year period to give employees time to sufficiently reduce their leave accruals to avoid future loss of accruals when the hard cap is imposed.

ARTICLE ~~IX~~9 SICK LEAVE AND OTHER LEAVES

Section 01. ~~SICK~~ LEAVES OF ABSENCE.

Rules regarding Sick Leave and other leaves of absence, including but not limited to, Family or Medical Leave, Pregnancy Disability Leave, Bereavement Leave, Catastrophic Leave Sharing Program, Jury Duty Leave and Military Leave, are set forth in ~~Section 10.1 of~~ Chapter 10 the Personnel Rules.

Section 03. LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY.

A. ~~A.~~ The City shall comply with applicable federal and state laws governing work-related injuries, leaves and compensation.

B. ~~B.~~ Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.

C. ~~C.~~ The City shall coordinate accrued Sick Leave with Workers'' Compensation benefits.

D. ~~D.~~ Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, Executive Leave, and/or Holiday Leave consistent with the provisions of Personnel Rules Subsection 10.3.1. Upon expiration of all paid leave time, an Employee shall be entitled to receive compensation only from the City''s Workers'' Compensation third-party administrator.

ARTICLE ~~X~~10 MEDICAL & DENTAL INSURANCE

Section 01. CORE FLEX PLAN.

The City will contribute ~~the following~~ a Core Flex Plan amount~~s toward the monthly premium cost based on~~ equivalent to the ~~2021~~ Kaiser Permanente Region 1 Premium~~:~~ for Employee, Employee plus one, and Employee plus Family toward the monthly premium cost.

~~Time Period | Employee | Employee + One | Employee + Family~~
~~Effective 7/1/21 | $813.64 | $1,627.28 | $2,115.46~~
~~Or the equivalent of the Kaiser Permanente Region 1 Premium, whichever is greater.~~

Should the health plan premium cost, selected by the employee, be less than the Kaiser Permanente Region 1 premium ~~cost be less than the amounts listed above~~, the City shall pay no more that the full cost of the Kaiser Permanente rate, with the difference between the cost of the selected health plan premium, and the maximum provided by the city eligible to be applied toward the cost of vision and dental premiums ~~for employees who select Kaiser Permanente~~.

Section 02. FLEXIBLE BENEFIT OPTIONS.

The City shall provide $500.00 per month (employee only) and $700.00 per month (employee plus one or more dependents) as a Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental and Vision Premiums, Flexible Spending Accounts, and Taxable Cash Option. ~~An~~ Affected Employee~~s must~~

~~choose~~ choosing the Flexible Benefit Options must establish eligibility by providing verification of enrollment in a group health plan and must reestablish eligibility annually for continued enrollment in the Flexible Benefit Options during ~~the~~ each Open Enrollment Period established ~~in the Suisun City Flexible Benefits Plan~~by the City.

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

Section 04. **MEDICAL INSURANCE BENEFITS AFTER DEATH IN THE LINE OF DUTY**.
Should the Police Chief or Fire Chief lose their life in the line of duty, the City shall continue to pay medical insurance payments as outlined above for the Employee's immediate dependent family. Said payments will continue for a period of up to two (2) years, provided the City's medical insurance plan allows for such continued participation. The surviving dependent family member(s) may remain on the City's medical plan at the City's cost after the two (2) years has elapsed, provided that the medical plan allows for such continued participation.

Section 05. **SICK LEAVE CONVERSION TO FUND MEDICAL PREMIUMS.**
Upon normal retirement from the City, Affected Employees may convert twenty-five (25) percent of their Sick Leave balance to a cash equivalent and use it to fund medical premiums. This conversion will be deducted from the amount reported for CalPERS credit in Article IV.

ARTICLE ~~XI~~11 **WORKERS' COMPENSATION COVERAGE**

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

ARTICLE ~~XII~~12 **STATE DISABILITY INSURANCE COVERAGE**

Section 01. **STATE DISABILITY INSURANCE.**
The City shall participate in the State Disability Insurance Program (hereinafter "SDI").

Section 02. **PAYMENT OF SDI PREMIUMS.**
SDI premiums shall be paid in full by the City on behalf of all participating Affected Employees.

ARTICLE ~~XIII~~13 LIFE INSURANCE AND DEFERRED COMPENSATION ~~FOR DEPARTMENT HEADS~~

Section 01. LIFE INSURANCE.

The City shall provide a $200,000 term and accidental death and dismemberment insurance policy for each Employee. The face value of the policy will begin reducing at age 65, per the policy~~'~~'s schedule of benefits.

Section 02. DEFERRED COMPENSATION PLAN.

The City shall provide a Deferred Compensation Plan as an optional benefit to Employees. The City will match the ~~Department Head~~ Employee contribution up to 3.5% per pay period. The City's match will be contributed to participating Employees on a per pay-period basis.

ARTICLE ~~XIV~~14 UNIFORMS AND UNIFORM ALLOWANCES ~~FOR PUBLIC SAFETY DEPARTMENT~~

~~This Article XIV shall apply to Public Safety Department Heads only.~~

The City shall annually pay Affected Employees required to wear uniforms in the performance of their duties a Uniform Allowance as follows:

Police Chief:	$1,300 annually
Fire Chief:	$1,300 annually

~~**Section 02.**~~ Uniform allowance will be paid on the regular paychecks on a pro-rata basis, equally divided across each of the twenty-six (26) pay periods/paychecks.

ARTICLE ~~XV~~15 SEVERANCE

~~**Section 01.**~~ The City shall provide a Non-Public Safety Affected Employee who is at-will and who is terminated for any reason, other than For Cause, an amount equivalent to three (3) months of pay at the employee's then-current rate of pay plus an amount equivalent to three (3) months of COBRA insurance coverage (combined "Severance"),in consideration for and contingent upon the employee's execution of a general release agreement approved in form by the City Attorney. The City shall give a Public Safety Affected Employee who is at-will and who is terminated for any reason, other than For Cause, an amount equivalent to four (4) months of pay at the employee's then-current rate of pay plus an amount equivalent to four (4) months of COBRA insurance coverage (combined "Severance"),in consideration for and contingent upon the employee's execution of a general release agreement approved in form by the City Attorney and which includes a waiver of any Public Safety statutory rights. "For Cause" includes, but is not limited to malfeasance, misfeasance, misconduct, unethical conduct, illegal conduct, insubordination or any other conduct that is deemed to reflect poorly on the City, its employees, or its services.

ARTICLE ~~XVI~~16 ELECTIONS

~~Section 01.~~ In no event will the terms of this Unrepresented Employee Benefit Schedule or its adoptive resolution be changed or terminated within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.

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AGENDA ITEM NO. 13

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-__ Amending the Citywide Salary Schedule to Implement the Negotiated Wage Adjustments for Employees and Classifications Represented by the Suisun City Employees' Association (SCEA), Suisun City Police Officers' Association (SCPOA), Suisun City Management and Professional Employees' Association (SCMPEA), Including Wage Adjustments for Temporary, Part-Time, Unrepresented and Executive Management Employees and the City Manager.

FISCAL IMPACT: There is no additional cost associated with implementing the proposed resolution. The cost associated with the proposed resolution was authorized with the approved labor agreements and was included in the fiscal year 2023-24 budget.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND:

Under separate resolutions, the City Council has accepted, approved and adopted the successor Memorandum's of Understanding (MOUs) governing wages, benefits and other terms and conditions of employment for employees and classifications represented by SCEA, SCPOA and SCMPEA for the period of July 1, 2023 through June 30, 2025.

Separately, the City Council has approved and adopted an Amended and Restated Schedule of Salary and Benefits for Unrepresented and Executive Management Employees. An Amended and Restated Schedule of Compensation and Benefits for Temporary and Part-Time Employees will be forthcoming.

STAFF REPORT:

The Citywide Salary Schedule is being amended to implement the negotiated base wage adjustments for employees and classifications represented by the SCEA, SCPOA, and SCMPEA, as well as base wage adjustments authorized by Council for Temporary, Part-Time, Unrepresented, Executive Management Employees, and the City Manager as authorized by contract.

Labor contracts for all four of the City's bargaining groups expired on June 30, 2023. The City and authorized representatives from each of the bargaining groups began negotiations in March 2023 with the goal of securing tentative agreements for successor MOUs by June 30th. In preparation for these contract negotiations, the City completed a salary survey of base wages for benchmark classifications. The City's list of comparison agencies includes the Cities of American Canyon, Benicia, Davis, Dixon, Fairfield, Hercules, San Pablo, Vacaville, Vallejo, West Sacramento, and Woodland. The salary survey was completed on March 23, 2023. A summary of the survey results in addition to internal alignment that establishes the relationships between all job classes is attached to this staff report.

The March 2023 salary survey revealed that many of the City's classifications were paid significantly

below market by an average of 20%. The City's base wage for Police Officer was approximately 32% below market and Police Commander the furthest from market by 41%.

Suisun City's wages have historically lagged in the market. Resolution No. 2006-131, approved by the City Council on October 10, 2006, stated the City's long standing compensation goal of "*achieving compensation levels for its workforce consistent with 90 percent of the compensation afforded by [the City's list of comparison agencies] for the benchmark job classes… provided that the City has the fiscal wherewithal to do so*." 90% of the market median continues to be the City's compensation goal today, provided the City's ability to pay.

The following chart identifies the recent 10-year history of base wage adjustments to City classifications.

Date	**Amount**
2012 July	5% pay concession
2014 July	Restore 2.5% of pay concession.
2015 July	Restore remaining 2.5% of pay concession.
2016 July	2% Cost of Living Adjustment (COLA)
2017 January	1.5% COLA
2017 July	1.5% COLA
2017 December	3% COLA
2018 December	4% COLA
2019 December	3.9% COLA
2020 July	6% critical staffing Police/Dispatch: Non-pensionable temporary pay.
2021 July	Sunset of the 6% critical staffing for Police and Dispatch employees on 6/30/2021. Provide Temporary Premium Pay, funded by the American Rescue Plan Act (ARPA), of $2/hour to Miscellaneous Employees, $4/hour to Dispatch employees, $6/hour to Police and Fire Safety employees). This was non-pensionable temporary pay scheduled to sunset 6/30/2023.
2021 October	7.5% Miscellaneous and Fire employees; 5.5% Police employees. This base wage increase is referred to as the "EPMC (Employer Paid Member Contribution) Swap." Classic Employees began paying the full-CalPERS Employee Contribution that was previously paid by the City. This wage increase offset the increase picked up by Employees and reflected a net zero pay increase to Classic members.

As reflected in the above chart, the city's wages have increased just 16% in the past 10 years, an average of 1.5% a year where inflation has increased greater than 32% during this same period.

As labor contract negotiations began, the City experienced a mass exodus of Police Officers, with a total of seven Officers submitting resignations between February and June 2023. All seven officers left to neighboring agencies that offered a significantly higher base wage, in addition to hiring and sign-on bonuses of ten and twenty thousand dollars or more. With its low wages, Suisun City faced significant challenges with recruiting and retaining Police Officers.

Wages was a primary topic during the recent labor contract negotiations, where most City employees have not seen a base wage increase since December 2019 and the City had an urgent need to prioritize wages for Police Officers to help retain the remaining workforce and attract new talent to fill the rapidly

growing number of vacancies.

In an effort of good faith bargaining, the City engaged with its represented employee groups to amend the prior MOUs to provide base wage increases by an amount equal to the value of the temporary premium pay that was scheduled to sunset on June 30, 2023. The temporary premium pay provided $2.00 per hour to miscellaneous employees, $4.00 per hour to dispatch employees, and $6.00 per hour to police and fire safety employees. These base wage adjustments occurred during May 2023, and while these base wage adjustments advanced many benchmark classifications closer to or beyond the City's stated 90% compensation goal, several classifications remained well below market.

In addition to prioritizing wages for Police Officers, wages were also prioritized for the City's lowest paid workers represented by the SCEA and for Temporary and Part-Time Recreation Specialists. Positions represented by SCEA and Recreation Specialists are typically grant funded, has the ability to offset the additional cost by increasing registration fees, and/or do not pose a significant direct cost to the general fund. In order to ensure a living wage, wage adjustments were negotiated to align SCEA employees to the market median, and the Recreation Specialists will receive a starting wage of $18.00 per hour. Police Officers and Sergeants were adjusted competitively just above the market median. All other benchmark classifications were adjusted to 90% of the median. The City Manager is adjusted based on CPI per contract.

Base wage adjustments for employees and classifications represented by SCEA, SCPOA and SCMPEA are effective July 7, 2023.

Base wage adjustments for Temporary, Part-Time, Unrepresented, and Executive Management Employees are effective July 21, 2023.

The base wage adjustment for the City Manager is effective July 1, 2023.

As of the drafting of this report, the City has not yet reached tentative agreement with the Suisun City Professional Firefighters' Association (SCPFA) on a successor MOU. The City is hopeful that the parties will come to a tentative agreement and will schedule a future agenda item on outcome of the SCPFA negotiations.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023-___ - Amending the Citywide Salary Schedule to Implement the Negotiated Wage Adjustments for Employees and Classifications Represented by the Suisun City Employees' Association (SCEA), Suisun City Police Officers' Association (SCPOA), Suisun City Management and Professional Employees' Association (SCMPEA), Including Wage Adjustments for Temporary, Part-Time, Unrepresented and Executive Management Employees and the City Manager.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__: Amending the Citywide Salary Schedule to Implement the Negotiated Wage Adjustments for Employees and Classifications Represented by the Suisun City Employees' Association (SCEA), Suisun City Police Officers' Association (SCPOA), Suisun City Management and Professional Employees' Association (SCMPEA), Including Wage Adjustments for Temporary, Part-Time, Unrepresented and Executive Management Employees and the City Manager.
   a. Citywide Salary Schedule
   b. Internal Alignment Criteria

2. 2023 Salary Survey Summary Results

PREPARED BY:	Christina Penland, Human Resources Administrator
REVIEWED BY:	Kris Lofthus, Deputy City Manager
APPROVED BY:	Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. Resolution Approving Citywide Salary Schedule.pdf
a. Citywide Salary Schedule.pdf
b. Internal Alignment Criteria.pdf
2. 2023 Salary Survey Summary Results.pdf

RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AMENDING THE CITYWIDE SALARY SCHEDULE TO IMPLEMENT THE NEGOTIATED WAGE ADJUSTMENTS FOR EMPLOYEES AND CLASSIFICATIONS REPRESENTED BY THE SUISUN CITY EMPLOYEES' ASSOCIATION (SCEA), SUISUN CITY POLICE OFFICERS' ASSOCIATAION (SCPOA), SUISUN CITY MANAGEMENT AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SCMPEA), INCLUDING WAGE ADJUSTMENTS FOR TEMPORARY, PART-TIME, UNREPRESENTED AND EXECUTIVEMENT MANAGEMENT EMPLOYEES AND THE CITY MANAGER.

WHEREAS, on October 10, 2006, the City Council adopted a goal of achieving 90 percent of the compensation levels of the local labor market benchmark classes that would be pursued within the City's ability to afford such compensation levels within the Financial Policies contained in the Annual Budget with the adoption of Resolution No. 2006-131; and

WHEREAS, Resolution No. 2006-131 adopted the local labor-market cities to be the Cities of American Canyon, Benicia, Davis, Dixon, Fairfield, Hercules, San Pablo, Vacaville, Vallejo, West Sacramento, and Woodland; and

WHEREAS, Resolution No. 2006-131 adopted internal alignment criteria to establish the relationships between all job classes that existed in the City's Classification and Compensation Plan at that time; and

WHEREAS, updates to the City's Classification and Compensation Plan have been is adopted from time to time, as needed, to establish new classes or revise existing classes; and

WHEREAS, on May 2, 2023, the City Council approved amending the Salary Schedule with the adoption of Resolution No. 2023-45 implementing the Second Amendment to the Suisun City Police Officers' Association (SCPOA) MOU 2021-23, the First Amendment to the Suisun City Professional Firefighters' Association (SCPFA) MOU 2022-23 and the Amended and Restated Schedule of Benefits for Unrepresented Employees; and

WHEREAS, on May 23, 2023, the City Council approved the current Salary Schedule with the adoption of Resolution No. 2023-63 implementing the Second Amendment to the Suisun City Employees' Association (SCEA) MOU 2021-23, the Third Amendment to the Suisun City Management and Professional Employees' Association (SCMPEA) MOU 2021-23; and

WHEREAS, the City and authorized labor relations representatives for SCEA, SCPOA, SCMPEA met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA)(Gov't Code Sections 3500-3511) for successor MOUs that provide wage adjustments to represented classifications; and

WHEREAS, the City Council desires to provide wage adjustments to Tempoary, Part-Time, Unrepresented and Executive Management employees consistent with the adjustments provided to represented employees; and

WHEREAS, the City Manager's employment contract, approved by City Council on March 5, 2019 with the adoption of Resolution No. 2019-20, Section 2.3 provides a base salary adjustment effective July 1st of every year in accordance with any increase in the all-Urban Consumer Price Index for the San

Francisco-Oakland-Hayward Area ("CPI"), rounded up to the nearest dollar, based on the April year-to-year change which was 4.2% from April 2022 to April 2023; and

WHEREAS, the negotiated wage adjustments, influenced by the salary survey of base wages for benchmark classifications completed on March 23, 2023, would allow the City to recruit and retain employees consistent with local labor-market conditions, and the City's ability to pay.

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

THAT consistent with Resolution No. 2006-131, it continues to be the City's goal to achieve compensation levels for its workforce consistent with 90 percent of the compensation afforded by its local labor-market survey cities for benchmark job classes, provided that the City has the fiscal wherewithal to do so; and

THAT consistent with Resolution No. 2006-131, the local labor-market survey cities continue to be the Cities of American Canyon, Benicia, Davis, Dixon, Fairfield, Hercules, San Pablo, Vacaville, Vallejo, West Sacramento, and Woodland; and

THAT consistent with Resolution No. 2006-131, Council adopts the updated internal alignment of job classes that includes new and revised job classes that have occurred over time, as indicated in Exhibit B; and

THAT base wage adjustments for employees and classifications represented by SCEA, SCPOA and SCMPEA are effective July 7, 2023; base wage adjustments for Temporary, Part-Time, Unrepresented, and Executive Management Employees are effective July 21, 2023; and the base wage adjustment for the City Manager is effective July 1, 2023; and

THAT the City Council of the City of Suisun City hereby adopts Resolution No. 2023-____: Amending the Citywide Salary Schedule to Implement the Negotiated Wage Adjustments for Employees and Classifications Represented by the Suisun City Employees' Association (SCEA), Suisun City Police Officers' Association (SCPOA), Suisun City Management and Professional Employees' Association (SCMPEA), Including Wage Adjustments for Temporary, Part-Time, Unrepresented and Executive Management Employees and the City Manager.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 18th day of July 2023, by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members**:**	_____

WITNESS my hand and the seal of said City this 18th day of July 2023.

_____
Anita Skinner,
City Clerk

Attachments: A. Citywide Salary Schedule
B. Internal Alignment Criteria

City of Suisun City
Salary Schedule
Resolution Date: 7/18/2023

		Hourly					Monthly Average				
Job Class	**Range**	**A**	**B**	**C**	**D**	**E**	**Starting**	**Ending**	**Effective Date**	**B.U.**	**FLSA**
Account Clerk I	268	$23.74	$24.93	$26.18	$27.49	$28.86	$4,116	$5,003	07/07/23	SCEA	
Account Clerk II	291	$26.12	$27.43	$28.80	$30.24	$31.75	$4,527	$5,503	07/07/23	SCEA	
Account Clerk III	313	$28.73	$30.17	$31.68	$33.26	$34.92	$4,980	$6,053	07/07/23	SCEA	
Accountant	362	$35.68	$37.46	$39.33	$41.30	$43.37	$6,184	$7,517	07/07/23	SCMPEA	Exempt
Accounting Technician	323	$31.34	$32.91	$34.56	$36.28	$38.10	$5,433	$6,604	07/07/23	SCEA	
Administrative Assistant I	285	$25.33	$26.60	$27.93	$29.33	$30.79	$4,391	$5,337	07/07/23	SCEA	
Administrative Assistant II	307	$27.87	$29.26	$30.72	$32.26	$33.87	$4,830	$5,871	07/07/23	SCEA	
Assistant Engineer	389	$40.76	$42.80	$44.94	$47.19	$49.54	$7,065	$8,588	07/07/23	SCMPEA	Exempt
Assistant Planner	361	$35.53	$37.31	$39.18	$41.13	$43.19	$6,159	$7,486	07/07/23	SCMPEA	Exempt
Associate Engineer	409	$44.84	$47.08	$49.43	$51.90	$54.50	$7,772	$9,447	07/07/23	SCMPEA	Exempt
Associate Planner	380	$39.09	$41.04	$43.09	$45.25	$47.51	$6,775	$8,235	07/07/23	SCMPEA	Exempt
Background Investigator	391	-	-	-	-	$49.92	-	-	12/24/21	Temp/PT	
Battalion Chief (2912 annual hours)	375	$37.97	$39.87	$41.87	$43.96	$46.16	$9,462	$11,501	07/21/23	Unrep	Exempt
Building Inspection Services Manager	407	$44.46	$46.68	$49.02	$51.47	$54.04	$7,707	$9,367	07/07/23	SCMPEA	Exempt
Building Inspector I	320	$29.63	$31.11	$32.66	$34.30	$36.01	$5,135	$6,242	07/07/23	SCEA	
Building Inspector II	341	$32.59	$34.22	$35.93	$37.73	$39.61	$5,649	$6,866	07/07/23	SCEA	
Building Maintenance Worker I	272	$24.21	$25.42	$26.69	$28.02	$29.42	$4,196	$5,100	07/07/23	SCEA	
Building Maintenance Worker II	296	$26.63	$27.96	$29.36	$30.83	$32.37	$4,616	$5,610	07/07/23	SCEA	
Chief Building Official	469	$61.33	$64.39	$67.61	$70.99	$74.54	$10,630	$12,921	07/21/23	Unrep EM	Exempt
City Engineer	467	$60.67	$63.70	$66.89	$70.23	$73.75	$10,516	$12,783	07/07/23	SCMPEA	Exempt
City Manager	595	-	-	-	-	$134.00	-	$23,227	07/01/23	Unrep EM	Exempt
Code Enforcement Officer I	310	$28.28	$29.69	$31.17	$32.73	$34.37	$4,901	$5,958	07/07/23	SCEA	
Code Enforcement Officer II	330	$31.10	$32.66	$34.29	$36.01	$37.81	$5,391	$6,553	07/07/23	SCEA	
Community Services Officer I	284	$25.21	$26.47	$27.79	$29.18	$30.64	$4,370	$5,311	07/07/23	SCEA	
Community Services Officer II	305	$27.73	$29.12	$30.57	$32.10	$33.71	$4,807	$5,843	07/07/23	SCEA	
Computer Systems Specialist	222	$20.02	$21.02	$22.08	$23.18	$24.34	-	-	07/21/23	Temp/PT	
Computer Technician	358	$35.09	$36.84	$38.68	$40.62	$42.65	$6,082	$7,392	07/07/23	SCEA	
Deputy City Clerk (C)	363	$35.89	$37.69	$39.57	$41.55	$43.63	$6,221	$7,562	07/07/23	SCMPEA	Exempt
Deputy Fire Chief	470	$61.67	$64.76	$67.99	$71.39	$74.96	$10,690	$12,994	07/07/23	SCMPEA	Exempt
Development Services Director	498	$70.53	$74.05	$77.76	$81.64	$85.73	$12,225	$14,859	07/21/23	Unrep EM	Exempt
Dispatch/Records Supervisor	377	$38.36	$40.27	$42.29	$44.40	$46.62	$6,648	$8,081	07/07/23	SCMPEA	Exempt
Division Fire Chief	445	$54.59	$57.32	$60.18	$63.19	$66.35	$9,462	$11,501	07/07/23	SCMPEA	Exempt
Economic Development Consultant	441	-	-	-	-	$65.00	-	-	12/24/21	Temp/PT	
Finance Director	498	$70.53	$74.05	$77.76	$81.64	$85.73	$12,225	$14,859	07/21/23	Unrep EM	Exempt
Finance Manager	436	$52.26	$54.87	$57.62	$60.50	$63.52	$9,058	$11,011	07/07/23	SCMPEA	Exempt
Financial Services Specialist	222	$20.02	$21.02	$22.08	$23.18	$24.34	-	-	07/21/23	Temp/PT	
Fire Captain (2,912 annual hours)	A350	$34.85	$36.29	$37.81	$39.40	$41.07	$8,683	$10,233	05/12/23	IAFF	
Fire Captain* (2,912 annual hours)	350	$33.79	$35.48	$37.25	$39.11	$41.07	$8,418	$10,233	05/12/23	IAFF	
Fire Chief	514	$76.03	$79.84	$83.83	$88.02	$92.42	$13,179	$16,019	07/21/23	Unrep EM	Exempt

(C) Denotes Confidential Class
** City Manager's Salary is set by Contract

		Hourly					Monthly Average				
Job Class	**Range**	**A**	**B**	**C**	**D**	**E**	**Starting**	**Ending**	**Effective Date**	**B.U.**	**FLSA**
Fire Engineer (2912 annual hours)	333	$31.38	$32.95	$34.60	$36.33	$38.15	$7,820	$9,505	05/12/23	IAFF	
Fire Engineer (2912 annual hours)	A333	$32.45	$33.77	$35.16	$36.62	$38.15	$8,085	$9,505	05/12/23	IAFF	
Fire Marshal	445	$54.59	$57.32	$60.18	$63.19	$66.35	$9,462	$11,501	07/07/23	SCMPEA	Exempt
Firefighter	292	$26.15	$27.46	$28.83	$30.27	$31.79	-	-	07/21/23	Temp/PT	
Fleet Mechanic	288	$25.76	$27.05	$28.40	$29.82	$31.32	$4,466	$5,428	07/07/23	SCEA	
Housing Programs Manager	412	$46.28	$48.59	$51.02	$53.57	$56.25	$8,021	$9,750	07/07/23	SCMPEA	Exempt
Housing Specialist I	306	$27.78	$29.17	$30.63	$32.16	$33.77	$4,815	$5,853	07/07/23	SCEA	
Housing Specialist II	326	$30.56	$32.08	$33.69	$35.37	$37.14	$5,297	$6,438	07/07/23	SCEA	
Human Resources Administrator	478	$64.11	$67.32	$70.69	$74.22	$77.93	$11,113	$13,508	07/21/23	Unrep EM	Exempt
Human Resources Technician (C)	323	$31.34	$32.91	$34.56	$36.28	$38.10	$5,433	$6,604	07/07/23	SCEA	
IT Services Manager	443	$53.99	$56.69	$59.52	$62.50	$65.62	$9,358	$11,374	07/07/23	SCMPEA	Exempt
Maintenance Worker I	300	$27.16	$28.52	$29.95	$31.45	$33.02	$4,708	$5,723	07/07/23	SCEA	
Maintenance Worker II	322	$29.88	$31.37	$32.94	$34.59	$36.32	$5,179	$6,295	07/07/23	SCEA	
Management Analyst I	361	$35.53	$37.31	$39.18	$41.13	$43.19	$6,159	$7,486	07/07/23	SCMPEA	Exempt
Management Analyst II	380	$39.09	$41.04	$43.09	$45.25	$47.51	$6,775	$8,235	07/07/23	SCMPEA	Exempt
Marketing Manager	379	$38.82	$40.76	$42.80	$44.94	$47.18	$6,728	$8,178	07/07/23	SCMPEA	Exempt
Office Assistant	263	$23.22	$24.38	$25.60	$26.88	$28.23	$4,025	$4,892	07/07/23	SCEA	
Permit Technician I	303	$27.48	$28.86	$30.30	$31.82	$33.41	$4,764	$5,791	07/07/23	SCEA	
Permit Technician II	324	$30.23	$31.74	$33.33	$35.00	$36.75	$5,240	$6,370	07/07/23	SCEA	
Planning Specialist	222	$20.02	$21.02	$22.08	$23.18	$24.34	-	-	07/21/23	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	Exempt
Police Evidence and Property Technician I	284	$25.21	$26.47	$27.79	$29.18	$30.64	$4,370	$5,311	07/07/23	SCEA	
Police Evidence and Property Technician II	305	$27.73	$29.12	$30.57	$32.10	$33.71	$4,807	$5,843	07/07/23	SCEA	
Police Officer	411	$45.21	$47.47	$49.84	$52.34	$54.95	$7,836	$9,525	07/07/23	SCPOA	
Police Officer Trainee	276	-	-	-	$28.63	$30.06	-	-	12/24/21	Temp/PT	
Police Sergeant	444	$54.25	$56.96	$59.81	$62.80	$65.94	$9,404	$11,430	07/07/23	SCPOA	
Police Support Services Manager	413	$46.48	$48.81	$51.25	$53.81	$56.50	$8,057	$9,793	07/07/23	SCMPEA	Exempt
Principal Planner	433	$51.59	$54.17	$56.88	$59.73	$62.71	$8,943	$10,870	07/07/23	SCMPEA	Exempt
Project Manager	408	$44.64	$46.87	$49.22	$51.68	$54.26	$7,738	$9,405	07/07/23	SCMPEA	Exempt
Public Safety Dispatcher I	314	$28.82	$30.26	$31.77	$33.36	$35.03	$4,995	$6,071	07/07/23	SCPOA	
Public Safety Dispatcher II	335	$31.70	$33.28	$34.95	$36.70	$38.53	$5,494	$6,679	07/07/23	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	
Public Works Specialist	222	$20.02	$21.02	$22.08	$23.18	$24.34	-	-	07/21/23	Temp/PT	
Public Works Superintendent	432	$51.08	$53.63	$56.31	$59.13	$62.08	$8,853	$10,761	07/07/23	SCMPEA	Exempt
Public Works Supervisor	370	$37.07	$38.93	$40.87	$42.92	$45.06	$6,426	$7,811	07/07/23	SCMPEA	Exempt
Recreation Coordinator	302	$27.38	$28.75	$30.19	$31.70	$33.28	$4,746	$5,769	07/07/23	SCEA	
Recreation Manager	399	$42.69	$44.83	$47.07	$49.42	$51.89	$7,400	$8,995	07/07/23	SCMPEA	Exempt
Recreation Specialist I	200	$18.00	$18.54	$19.10	$19.67	$20.26	-	-	07/21/23	Temp/PT	
Recreation Specialist II	220	$19.80	$20.39	$21.01	$21.64	$22.29	-	-	07/21/23	Temp/PT	
Recreation Specialist III	250	$21.78	$22.43	$23.11	$23.80	$24.51	-	-	07/21/23	Temp/PT	
Recreation Supervisor	343	$32.86	$34.50	$36.23	$38.04	$39.94	$5,696	$6,923	07/07/23	SCMPEA	Exempt

(C) Denotes Confidential Class

** City Manager's Salary is set by Contract

		Hourly					Monthly Average				
Job Class	**Range**	**A**	**B**	**C**	**D**	**E**	**Starting**	**Ending**	**Effective Date**	**B.U.**	**FLSA**
Recreation, Parks & Marina Director	498	$70.53	$74.05	$77.76	$81.64	$85.73	$12,225	$14,859	07/21/23	Unrep EM	Exempt
Senior Accountant	390	$41.03	$43.08	$45.24	$47.50	$49.87	$7,112	$8,644	07/07/23	SCMPEA	Exempt
Senior Associate Engineer	425	$49.32	$51.79	$54.38	$57.09	$59.95	$8,549	$10,391	07/07/23	SCMPEA	Exempt
Senior Building Inspector	381	$39.11	$41.07	$43.12	$45.27	$47.54	$6,779	$8,240	07/07/23	SCMPEA	Exempt
Senior Maintenance Worker	344	$32.87	$34.51	$36.24	$38.05	$39.95	$5,697	$6,925	07/07/23	SCEA	
Senior Management Analyst	400	$42.99	$45.14	$47.40	$49.77	$52.26	$7,452	$9,059	07/07/23	SCMPEA	Exempt
Senior Planner	400	$42.99	$45.14	$47.40	$49.77	$52.26	$7,452	$9,059	07/07/23	SCMPEA	Exempt
Senior Public Safety Dispatcher	357	$34.87	$36.61	$38.44	$40.37	$42.38	$6,044	$7,346	07/07/23	SCPOA	
Youth Services Specialist	356	$34.66	$36.40	$38.22	$40.13	$42.13	$6,008	$7,303	07/07/23	SCEA	

(C) Denotes Confidential Class

** City Manager's Salary is set by Contract

Internal Alighment Criteria

Resolution Date: July 18, 2023

Job Class	Group	Internal Alignment Criteria
Account Clerk I	SCEA	10% below Account Clerk II
Account Clerk II	SCEA	Benchmark
Account Clerk III	SCEA	10% above Account Clerk II
Accountant	SCMPEA	Benchmark
Accounting Technician	SCEA	20% above Account Clerk II
Administrative Assistant I	SCEA	10% Below Admin Assistant II
Administrative Assistant II	SCEA	Benchmark
Assistant Engineer	SCMPEA	10% below Assoc Engineer
Assistant Planner	SCMPEA	10% below Assoc Planner
Associate Engineer	SCMPEA	Benchmark
Associate Planner	SCMPEA	Benchmark
Battalion Chief (2912 annual hours)	Unrep	10% Above Monthly Average of Fire Captain
Building Inspection Services Manager	SCMPEA	Benchmark
Building Inspector I	SCEA	10% below Bldg Insp II
Building Inspector II	SCEA	Benchmark
Building Maintenance Worker I	SCEA	10% below Building Maintenance Worker II
Building Maintenance Worker II	SCEA	Benchmark
Chief Building Official	Unrep	Benchmark
City Engineer	SCMPEA	Benchmark
City Manager	Unrep	Benchmark
Code Enforcement Officer I	SCEA	10% below Code Enforcement Officer II
Code Enforcement Officer II	SCEA	Benchmark
Community Services Officer I	SCEA	10% below Community Services Officer II
Community Services Officer II	SCEA	Benchmark
Computer Technician	SCEA	Benchmark
Deputy City Clerk (C)	SCMPEA	Benchmark
Deputy Fire Chief	SCMPEA	10% Above Division Fire Chief
Development Services Director	Unrep	Tier 1 Executive
Dispatch/Records Supervisor	SCMPEA	Benchmark
Division Fire Chief	SCMPEA	10% Above Monthly Average of Fire Captain
Finance Director	Unrep	Tier 1 Executive
Finance Manager	SCMPEA	Benchmark
Fire Captain	SCPFA	Pending
Fire Chief	Unrep	Tier 2 Executive
Fire Engineer	SCPFA	Benchmark
Fire Marshal	SCMPEA	10% Above Monthly Average of Fire Captain
Fleet Mechanic	SCEA	Benchmark
Housing Programs Manager	SCMPEA	Benchmark
Housing Specialist I	SCEA	10% below Housing Specialist II
Housing Specialist II	SCEA	Benchmark
Human Resources Administrator	Unrep	10% below Tier 1 Executive
Human Resources Technician (C)	SCEA	Match Acct Tech
IT Services Manager	SCMPEA	Benchmark
Maintenance Worker I	SCEA	10% below Maintenance Worker II
Maintenance Worker II	SCEA	Benchmark
Management Analyst I	SCMPEA	10% below Management Analyst II
Management Analyst II	SCMPEA	Benchmark
Marketing Manager	SCMPEA	15% below Project Manager
Office Assistant	SCEA	20% below Admin Asst II
Permit Technician I	SCEA	10% below Permit Technician II
Permit Technician II	SCEA	Benchmark
Police Chief	Unrep	Tier 3 Executive
Police Commander	SCMPEA	30% above Sergeants
Police Evidence and Property Technician I	SCEA	10% below Evidence Prop Tech II

Job Class	Group	Internal Alignment Criteria
Police Evidence and Property Technician II	SCEA	Match Community Services Officer II
Police Officer	POA	Benchmark
Police Sergeant	POA	Benchmark
Police Support Services Manager	SCMPEA	Benchmark
Principal Planner	SCMPEA	20% above Sr. Planner
Project Manager	SCMPEA	Benchmark
Public Safety Dispatcher I	POA	10% below Public Safety Dispatcher II
Public Safety Dispatcher II	POA	Benchmark
Public Works Director/City Engineer	Unrep	Tier 2 Executive
Public Works Inspector	SCEA	Benchmark
Public Works Superintendent	SCMPEA	Benchmark
Public Works Supervisor	SCMPEA	Benchmark
Recreation Coordinator	SCEA	20% below Recreation Supervisor
Recreation Manager	SCMPEA	Benchmark
Recreation Supervisor	SCMPEA	Benchmark
Recreation, Parks & Marina Director	Unrep	Tier 1 Executive
Senior Accountant	SCMPEA	15% above Accountant
Senior Associate Engineer	SCMPEA	10% above Assoc Engineer
Senior Building Inspector	SCEA	20% above Bldg Insp II
Senior Maintenance Worker	SCEA	10% above Maintenance Worker II
Senior Management Analyst	SCMPEA	10% above Management Analyst II
Senior Planner	SCMPEA	10% above Assoc Planner
Senior Public Safety Dispatcher	POA	10% above Public Safety Dispatcher II
Youth Services Specialist	SCEA	25% above Community Services Officer II

Survey Classification	Union	Top Step	Median Top Step	$ to Reach Median Top Step	% to Reach Top Step Median	90% OF MEDIAN TOP STEP	$ to Reach 90% of Median Top Step	% to Reach 90% of Top Step Median
Account Clerk II	SCEA	$4,298	$5,503	$1,205	28.0%	$4,953	$655	15.2%
Accountant	SCMPEA	$7,170	$8,019	$849	11.8%	$7,217	$47	0.7%
Accounting Technician	SCEA	$5,275	$6,262	$987	18.7%	$5,636	$361	6.8%
Administrative Assistant II	SCEA	$5,432	$5,871	$439	8.1%	$5,284	($148)	-2.7%
Associate Engineer	SCMPEA	$9,100	$9,704	$604	6.6%	$8,734	($366)	-4.0%
Associate Planner	SCMPEA	$7,888	$8,287	$399	5.1%	$7,458	($430)	-5.4%
Building Inspection Services Manager	SCMPEA	$9,100	$10,408	$1,308	14.4%	$9,367	$267	2.9%
Building Inspector II	SCEA	$6,703	$7,629	$926	13.8%	$6,866	$163	2.4%
Building Maintenance Worker II	SCEA	$4,947	$5,610	$663	13.4%	$5,049	$102	2.1%
Chief Building Official	Unrep	$11,381	$12,420	$1,039	9.1%	$11,178	($203)	-1.8%
City Engineer	SCMPEA	$11,381	$14,203	$2,822	24.8%	$12,783	$1,402	12.3%
City Manager	Unrep	$21,870	$22,375	$505	2.3%	$20,138	($1,733)	-7.9%
Code Enforcement Officer II	SCEA	$5,702	$6,553	$851	14.9%	$5,898	$196	3.4%
Community Services Officer II	SCEA	$4,898	$5,843	$945	19.3%	$5,258	$360	7.4%
Computer Technician	SCEA	$7,046	$6,686	($360)	-5.1%	$6,017	($1,029)	-14.6%
Deputy City Clerk	SCMPEA	$6,289	$8,402	$2,113	33.6%	$7,562	$1,273	20.2%
Development Services Director	Unrep	$13,146	$16,001	$2,855	21.7%	$14,401	$1,255	9.5%
Dispatch/Records Supervisor	SCMPEA	$6,727	$8,302	$1,575	23.4%	$7,472	$745	11.1%
Division Fire Chief	SCMPEA	$10,403	$12,481	$2,078	20.0%	$11,232	$829	8.0%
Finance Director	Unrep	$13,146	$15,914	$2,768	21.1%	$14,323	$1,177	9.0%
Finance Manager	SCMPEA	$9,100	$12,234	$3,134	34.4%	$11,011	$1,911	21.0%
Fire Captain	SCPFA	$8,738	$11,001	$2,263	25.9%	$9,900	$1,162	13.3%
Fire Chief	Unrep	$14,942	$17,799	$2,857	19.1%	$16,019	$1,077	7.2%
Fire Engineer	SCPFA	$8,010	$9,728	$1,718	21.4%	$8,755	$745	9.3%
Fire Marshal	SCMPEA	$10,403	$12,529	$2,126	20.4%	$11,276	$873	8.4%
Fleet Mechanic	SCEA	$5,193	$6,032	$839	16.1%	$5,428	$235	4.5%
Housing Programs Manager	SCMPEA	$9,403	$10,450	$1,047	11.1%	$9,405	$2	0.0%
Housing Specialist II	SCEA	$5,702	$6,438	$736	12.9%	$5,794	$92	1.6%
Human Resources Administrator	Unrep	$10,562	$13,758	$3,196	30.3%	$12,382	$1,820	17.2%
Human Resources Technician	SCEA	$5,976	$6,379	$403	6.7%	$5,741	($235)	-3.9%
IT Manager	SCMPEA	$9,100	$12,638	$3,538	38.9%	$11,374	$2,274	25.0%
Maintenance Worker II	SCEA	$4,947	$6,295	$1,348	27.3%	$5,666	$719	14.5%
Management Analyst II	SCMPEA	$7,888	$8,501	$613	7.8%	$7,651	($237)	-3.0%
Permit Technician II	SCEA	$5,976	$6,184	$208	3.5%	$5,566	($410)	-6.9%
Police Chief	Unrep	$14,942	$19,392	$4,450	29.8%	$17,453	$2,511	16.8%
Police Commander	SCMPEA	$11,402	$16,066	$4,664	40.9%	$14,460	$3,058	26.8%

Survey Classification	Union	Top Step	Median Top Step	$ to Reach Median Top Step	% to Reach Top Step Median	90% OF MEDIAN TOP STEP	$ to Reach 90% of Median Top Step	% to Reach 90% of Top Step Median
Police Evidence & Property Technician II	SCEA	$4,898	$5,832	$934	19.1%	$5,249	$351	7.2%
Police Officer	POA	$6,999	$9,212	$2,213	31.6%	$8,291	$1,292	18.5%
Police Sergeant	POA	$9,195	$11,051	$1,856	20.2%	$9,946	$751	8.2%
Police Support Services Manager	SCMPEA	$9,100	$10,355	$1,255	13.8%	$9,319	$219	2.4%
Project Manager	SCMPEA	$8,282	$10,450	$2,168	26.2%	$9,405	$1,123	13.6%
Public Safety Dispatcher II	POA	$5,560	$7,421	$1,861	33.5%	$6,679	$1,119	20.1%
Public Works Director/City Engineer	Unrep	$13,146	$17,358	$4,212	32.0%	$15,622	$2,476	18.8%
Public Works Inspector	SCEA	$6,781	$7,935	$1,154	17.0%	$7,141	$360	5.3%
Public Works Superintendent	SCMPEA	$10,326	$11,957	$1,631	15.8%	$10,761	$435	4.2%
Public Works Supervisor	SCMPEA	$6,695	$8,679	$1,984	29.6%	$7,811	$1,116	16.7%
Recreation Manager	SCMPEA	$7,888	$9,994	$2,106	26.7%	$8,995	$1,107	14.0%
Recreation Supervisor	SCMPEA	$5,825	$7,692	$1,867	32.1%	$6,923	$1,098	18.8%
Recreation, Parks & Marina Director	Unrep	$13,146	$14,876	$1,730	13.2%	$13,389	$243	1.8%

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AGENDA ITEM NO. 14

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Accepting the Suisun City Marina Annual Dock Maintenance and Inspection Services Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project.

FISCAL IMPACT: Acceptance of this Suisun City Marina Annual Dock Maintenance and Inspection Services Project as complete will not have fiscal impact on the General Fund as the project costs are covered by Recognized Obligation Payments Schedule (ROPS). The project services are complete, and Contractor provided the final invoice in the amount of $76,987.00.

STRATEGIC PLAN: Provide Good Governance, Ensure Fiscal Responsibility

BACKGROUND: Due to safety concerns, as well as for extending the life of the east and west dock system, there needs to be an annual dock maintenance program in place. This contract will allow for a more stable walking environment and allow the proper rise and fall of the docking system and associated gangways. The completion of this Project addressed the deficiencies to maintain dock longevity and safety.

On October 18, 2019, the City issued an RFP for annual maintenance and inspection services for a 5-year period, contracted annually with single year agreements. Maintenance work for the first year was completed to staff's satisfaction.

STAFF REPORT: On November 1, 2022, the contract for this Project entered into an agreement with Bellingham Marine Industries, Inc. for the second year. The scope of work for this project included a pre-maintenance inspection of dock system, inspection report findings, and maintenance work. The annual maintenance work included leveling and straightening walkways and fingers of the dock system, tightening all triangle frames in finger walk connections, and checking for loose cleats and tightening cleats as necessary. Additional maintenance/repair work included replacement and repairs to broken whalers, fenders, and floats, as well as supplemental floatation needed.

The scope of work was completed, and staff recommends accepting the Project as completed and authorizing the City Manager to file and record the Notice of Completion (NOC) with the County, which will then start the one-year warranty period on all work.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2023-__: Accepting the Suisun City Marina Annual Dock Maintenance and Inspection Services Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__: Accepting the Suisun City Marina Annual Dock Maintenance and Inspection Services Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project.

2. Inspection Report
3. Location Map
4. Notice of Completion

PREPARED BY: Janet Hull, Recreation Manager
REVIEWED BY: Kris Lofthus, Deputy City Manager
APPROVED BY: Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. Resolution Accepting the Susiun City Marina Annual Dock Maintenance and Inspection Services Project.pdf
2. Inspection Report.pdf
3. Location Map.pdf
4. Notice of Completion.pdf

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY ACCEPTING THE SUISUN CITY MARINA ANNUAL DOCK MAINTENANCE AND INSPECTION SERVICES PROJECT AS COMPLETE, AND AUTHORIZING THE CITY MANAGER TO RECORD THE NOTICE OF COMPLETION FOR THE PROJECT

WHEREAS, due to safety concerns, as well as extending the life of the east and west dock system, there needs to be an annual dock maintenance program in place; and

WHEREAS, on November 1, 2022, the City Council entered into a construction contract for the Suisun City Marina Annual Dock Maintenance and Inspection Services Project with Bellingham Marine; and

WHEREAS, the scope of work included, pre-maintenance inspection of dock system, inspection report findings, and maintenance work; and

WHEREAS, the maintenance work included leveling and straightening walkways and fingers of the dock system, tightening all triangle frames in finger walk connections, and checking for loose cleats and tightening cleats as necessary; and

WHEREAS, additional maintenance/repair work included replacement and repairs to broken whalers, fenders, and floats, as well as supplemental floatation needed; and

WHEREAS, Bellingham Marine has completed all work under the contract for the Project and is ready to receive a Notice of Completion.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby accept the Suisun City Marina Annual Dock Maintenance and Inspection Services Project as completed, and authorizes the City Manager to take such measures as necessary to execute the Notice of Completion.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on July 18, 2023, by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

WITNESS my hand and the seal of said City this 18th day of July 2023.

_____

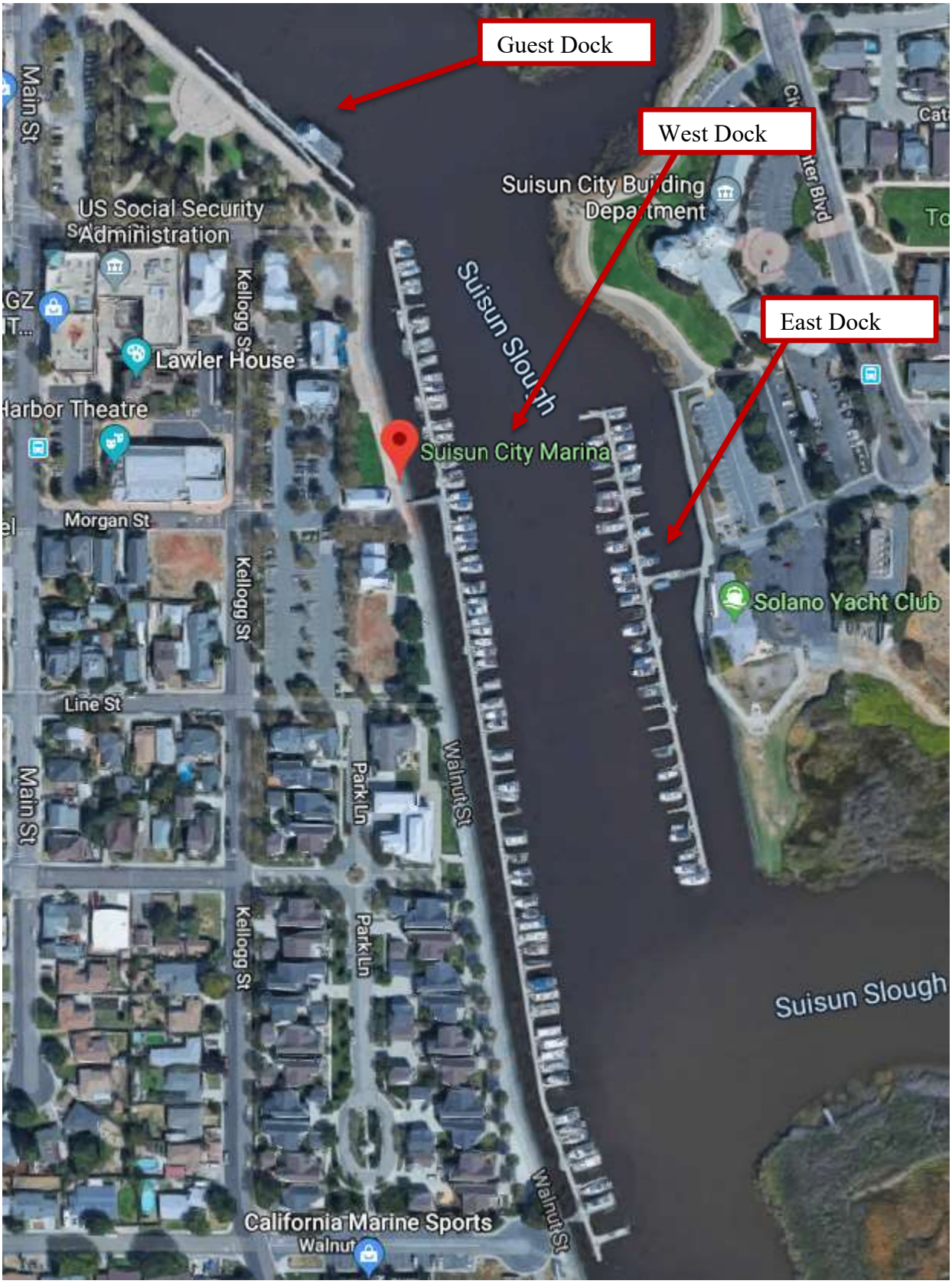
Anita Skinner
City Clerk

Inspection Report

Dock/Location	New Discovered Items	Recommended corrective action	QTY
Guest Dock	Broken Waterline from shore to dock 10LF	Install new	1
119,124,143	Fire Box Missing Glass	New Glass	3
Transformer 1 Slip 422	Facia Split and falling off 8 LF	Replace	1
190-191 finger	Broken Tie rods at first float joint	Replace	3
189 main walk way	Fire Box Missing Door damaged housing	Replace fire box	1
184 finger	Corner Bumper guard broken	Replace	1
184 finger	Broken Tie rods at first float joint	Replace	3
181 finger	Rotted Waler 3x10x19 + 3x10x13	Replace	1
181 finger	Rusted out Tie Rods	Replace	6
179 finger	Low Draft at end finger - lumber 1" from water	Add Air tubs	1
179 finger	Broken corner bumper	Replace	1
178 main walkway	Broken tierods	Replace	2
178 Finger	Broken Cleat bolts	Replace	4
174 finger	Extremely loose tri-frames possible main walk way tie rods	Replace	4
172 finger	Broken Cleat bolts	Replace	2
170 finger	Facia Split and falling off 12 LF	Replace	1
158 walk way	main walk way rods borken at joint	Replace	2
157 tri-frame	new tri-frame cover	Replace	1
155 finger	rub rail broken/missing 12 LF	Replace	1
135	Split Facia 15 lf	Replace	1
133	Facia is Rotted 15 LF	Replace	1
130-131	Rubrail entire slip	Replace	1
131	Corner Bumper guard broken	Replace	1
120 finger	Broken Tie rods at first float joint	Replace	2
118	Missing Rub Rail 20 Lf	Replace	1
116	rub rail broken/missing 12 LF	Replace	1
107	Rotted Walesr 3x10x19 + 3x10x13 + rods	Replace	1
414 finger	Broken corner bumper	Replace	1
410	Missing corner bumper	Replace	1
408	Broken corner bumper	Replace	1
429 finger	End finger Facia rotted	replace	1
429	Missing corner bumpers	Replace	4
429	New corner bumper	Replace	1
Fuel Dock	New corner bumper	Replace	1

Additional Items Total: $58,952.00

CONCRETE DOCK LOCATION MAP



WHEN RECORDED MAIL TO:

Name Public Works Department

Street Address CITY OF SUISUN CITY
701 CIVIC CENTER BLVD.

City & State, Zip SUISUN CITY, CA 94585

SPACE ABOVE THIS LINE FOR RECORDER'S USE

No Fee, per code 27283

NOTICE OF COMPLETION

A.P.N. _____

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Suisun City
3. The full address of the undersigned is 701 Civic Center Blvd.
   Suisun City, CA 94585
4. The nature of the title of the undersigned is: In fee. N/A
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee.")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: **NONE**

   NAMES ADDRESSES

6. The names of the predecessors in the interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to: **NONE**

   NAMES ADDRESSES

   (If no transfer made, insert "none.")
7. A work of improvement on the property hereinafter described was completed on June 9, 2023
8. The name of the contractor, if any, for such work of improvement was Bellingham Marine Industries, Inc.

   (If no contractor for work of improvement as a whole, insert "none.")
9. The property on which said work of improvement was completed is in the City of Suisun City, County of Solano, State of California, and is described as follows:
   Suisun City Annual Dock Maintenance and Inspection Services, Year 3
10. The street address of said property is at Suisun City Marina East and West Docks
11. I declare under penalty of perjury the foregoing is true and correct.

Dated: _____

Signature of owner named in paragraph 2 _____

By Greg Folsom, City Manager

AGENDA ITEM NO. 15

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Authorizing Aleshire & Wynder, LLP, to Execute a Professional Services Agreement with Krisch & Company for Payroll Audit Services.

FISCAL IMPACT: The cost of the services will be $54,006.

STRATEGIC PLAN: Provide Good Governance and Ensure Fiscal Solvency.

BACKGROUND: The City Attorney's Office recommends the selection of Krisch & Co to perform an audit of the City's payroll practices.

STAFF REPORT: The City Council has requested that Aleshire & Wynder, LLP, which serves as the City's City Attorney's Office, retain the services of a consultant as an agent/investigator of the City Attorney's office for the purposes of the City Attorney's Office providing legal advice to City regarding a pending employee organization grievance and potential employee wage claims.

City sent inquiries to a number of third-party independent consultants purported to have the necessary skills and expertise to perform an audit of City payroll practices for City personnel to determine if employees were properly paid wages and overtime under federal, state and City laws, rules, policies and contracts.

The following consultants submitted the following quotes (proposals are attached for your review:

Maze & Associates $54,006 [since the proposal submittal, Maze & Associates underwent some restructuring, and the proposing company is now Krisch & Company.

Liebert Cassidy Whitmore - $75,000 - $100,000

The Pun Group - $92,000

Christina Penland, HR Administrator, and Colin Tanner, the City's labor attorney, deemed Krisch & Co. to have the necessary experience to provide the requested services with the required expertise. Therefore, the City Attorney recommends selection of this consultant to provide the services.

STAFF RECOMMENDATION: It is recommended that the City Council: Adopt Resolution No. 2023-___: Authorizing Aleshire & Wynder, LLP, to Execute a Professional Services Agreement with Krisch & Company for Payroll Audit Services.

DOCUMENTS ATTACHED:

1. Council Adoption of Resolution No. 2023 –___: Authorizing Aleshire & Wynder, LLP, to Execute a Professional Services Agreement with Krisch & Company for Payroll Audit Services

2. Agreement between Krisch & Co and Aleshire & Wynder, LLP
3. Proposals from Krisch & Co:
    a. Formerly Maze & Associates (now Krisch & Co.) Proposal
    b. Liebert Cassidy Whitmore Proposal
    c. The Pun Group Proposal

PREPARED BY: Elena Gerli, City Attorney
REVIEWED BY: Kris Lofthus, Deputy City Manager
APPROVED BY: Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. Resolution Authorizing Aleshire & Wynder, LLP, to Execute a Professional Services Agreement.pdf
2. Agreement between Krisch & Co and Aleshire & Wynder, LLP.pdf

a. Formerly Maze & Associates Proposal.pdf
b. LCW Proposal.pdf
c. The Pun Group Proposal.pdf

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING ALESHIRE & WYNDER, LLP, TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KRISCH & COMPANY FOR PAYROLL AUDIT SERVICES

WHEREAS, the City Council of the City of Suisun City has requested that Aleshire & Wynder, LLP, which serves as the City's City Attorney's Office, retain the services of Consultant Krisch & Co as an agent/investigator of the City Attorney's office for the purposes of providing legal advice to the City regarding a pending employee organization grievance and potential employee wage claims.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Attorney's Office to execute a Professional Services Agreement with Krisch & Company, an accountancy corporation, for payroll audit services in an amount not to exceed $54,006.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 18th day of July 2023, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this 18th day of July 2023.

_____
Anita Skinner
City Clerk

AGREEMENT FOR SERVICES
BETWEEN ALESHIRE & WYNDER, LLP, AND KRISCH & COMPANY
FOR PAYROLL AUDIT SERVICES FOR THE CITY OF SUISUN CITY

This Agreement (**Agreement)** between Aleshire & Wynder, LLP (A&W), acting as City Attorney for the City of Suisun City (**City**), and Krisch & Company (**Consultant**), an accountancy corporation, is made and entered into on July 18, 2023 (**Effective Date**).

R E C I T A L S

A. City sent inquiries to approximately 11 potential third party independent consultants purported to have the necessary skills and expertise to perform an audit of City payroll practices for City personnel to determine if employees were properly paid wages and overtime under federal, state and City laws, rules, policies and contracts.

B. Consultant submitted a quote in response and represented itself and its proposed staff to have the required qualifications and experience to provide the requested services with the required expertise, and based on these representations and Consultant's quote, City has selected Consultant to provide such services.

C. City has requested that A&W retain the services of Consultant as an agent/investigator of the City Attorney's office for the purposes of A&W providing legal advice to City regarding a pending employee organization grievance and potential employee wage claims.

A G R E E M E N T

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Agreement.

The documents forming the entire Agreement between A&W and Consultant shall consist of this Agreement and its attachments:

Attachment 1 – Scope of Services and Schedule of Performance

Attachment 2 – Compensation

Attachment 3 – Insurance Requirements

This Agreement contains all the representations and understandings of the parties, and supersedes and replaces any previous understandings, commitments, or proposals, whether oral or written. Any other terms or conditions included in any quotes, proposals, or other forms exchanged by the parties are not incorporated in this Agreement and are not binding upon the parties.

2. Term.

The term of this Agreement commences on the Effective Date and continues until completion of the services, but in no event later than July 1, 2024 (**Term**), unless terminated earlier in accordance with this Agreement. A&W, at City's direction, holds the option to extend the Agreement for 4 additional 3-month periods.

3. Scope of Services and Schedule of Performance.

Consultant shall perform those Services specified in **Attachment 1** in accordance with the time stated in **Attachment 1**, entitled "Scope of Services and Schedule of Performance." Time is of the essence of this Agreement.

4. Maximum Compensation.

The "Maximum Compensation Limit" of this Agreement is **Fifty-Four Thousand Six Dollars ($54,006)**, which is the sum of all payments that may be authorized for consulting services, and for the expenses, supplies and equipment required to perform the services. The hourly rates for these consulting services are set forth in **Attachment 2** entitled "Compensation." Consultant is responsible for not exceeding this Maximum Compensation Limit and understands that the Consultant will not be entitled to any additional compensation under this Agreement for services provided or expenses incurred in excess of this Maximum Compensation Limit.

5. Responsible attorney; Project Manager.

A&W's responsible attorney shall be Colin Tanner. City's project manager shall be Christina Penland, Human Resources Manager. The project manager is the primary point of contact, and the person responsible for receiving reports, providing direction and comment, and coordinating payment.

6. **Consultant's representative.**

Consultant's representative shall be Katherine Yuen Krisch, who will be responsible for all communications with A&W and City and be generally responsible for administration of this Agreement on behalf of Consultant.

7. Independent Contractor.

Consultant will perform the Services as an independent contractor. In performing these Services, Consultant is not acting as an agent or employee of A&W or City; and, as an independent contractor, Consultant shall obtain no rights or other employee benefits which accrue to A&W's or City's employees. Consultant, on behalf of itself, its employees and subconsultants, hereby expressly waives any claim it may have to any such rights.

8. Assignability.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement, nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be voidable and of no effect at Agency's sole election.

9. Termination.

a) Termination for Convenience. A&W shall have the right to terminate this Agreement, without cause or penalty, by giving not less than fifteen (15) days prior written notice to Consultant. Consultant shall be compensated for all work performed up to and including the termination date.

b) Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, Agency may terminate this Agreement immediately upon written notice to Consultant specifying the material obligations that Consultant failed to perform.

c) Termination Cooperation and Deliverables. Upon termination, each party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant shall deliver to Agency all Confidential Information, Instruments of Service and any other material which Consultant developed for Agency pursuant to this Agreement.

10. Confidentiality of Records.

a) Intent. The nature of the Services that Consultant will provide pursuant to this Agreement necessarily involves City's disclosure of detailed information about City's operations, including information which may be protected from public disclosure by confidentiality laws, the attorney client privilege, or other provisions of law which govern the nature and timing of disclosure of such information (**Confidential Information**). So that City may fully use Consultant's services, City must be confident that Consultant will handle such information properly and in a manner that protects the interests of City and those the City serves.

b) Privacy Protection and Security Obligations. Consultant shall implement appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of City's employees' personally identifiable information (**PII**) required by federal, state, and local rules. Consultant shall make its internal policy, procedures, and records relating to the use, disclosure, and safeguard of PII received from or created by Consultant available to City for purposes of determining compliance with PII. If this Agreement involves City's transmission of PII to Consultant, it is included in the definition of Confidential Information.

c) Release of Information. Consultant may not disclose any information Consultant obtained while performing the Services required by this Agreement without A&W and City's specific, written consent. This prohibition applies to any type or manner of unauthorized communication, whether verbal, written or electronic. Electronic communication includes, but is not limited to, communication or data transmitted by email, chat room, internet, blogs, and instant or text messaging. In addition, Consultant may provide draft documents and City's Confidential Information only (i) to those within Consultant's organization (or subconsultants) that need to know to provide the required Services; (ii) to A&W; (iii) to City's project manager; (iv) the City Manager; and (v) any City department director who has a business need to know in order to provide necessary information to the Consultant required for completion of its services.

d) Court Orders. If Consultant receives a subpoena, court order, or other legal document requiring release of any information or documents, or is informed that such an order is forthcoming, Consultant will immediately provide notice to A&W and to City's project

manager to permit A&W and City to seek a protective order or to take other appropriate action.

e) Notification of Security Incident or Breach. To the extent permitted by law, Consultant shall immediately report the security incident or breach to City's project manager within one (1) business day of Consultant's discovery of a security incident or a breach that may involve information governed by this Agreement.

f) Agreements with Other Subcontractors. Consultant shall enter into a written agreement with any subcontractor to whom Consultant provides City's Confidential Information in which the subcontractor agrees to be bound by the same restrictions and conditions of this Agreement.

g) Disposition of Information. Upon the expiration or termination of this Agreement, Consultant will return all Confidential Information to City and ensure all electronic records are permanently deleted from all of Consultant's information technology resources. Consultant may not retain any copies of City's Confidential Information unless expressly authorized in writing, and if authorized, will dictate the manner of Consultant's storage and eventual destruction of such information. Notwithstanding the foregoing, Consultant may retain copies of the City's Confidential Information to the extent: (A) required by applicable law or regulation; or (B) the copies are contained in electronic records or files that are automatically saved pursuant to Consultant's archiving or document retention practices and/or procedures and cannot reasonably be deleted. With respect to all retained copies of the Confidential Information, the Consultant will remain subject to this Agreement's confidentiality and non-disclosure obligations for so long as the copies are retained.

11. Indemnification

Consultant shall indemnify, defend, and hold harmless A&W and City, and their officers, and employees (collectively, **Indemnified Parties**) from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement or failure to perform any term, provision, covenant or condition of this Agreement, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of the Indemnified Parties. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Indemnified Parties. Consultant shall reimburse the Indemnified Parties for all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Consultant is obligated to indemnify, defend and hold harmless the Indemnified Parties under this Agreement.

12. Insurance Requirements.

Without limiting the Consultant's indemnification of the Indemnified Parties, Consultant shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the insurance coverage set forth in **Attachment 3**, entitled "Insurance Requirements," which is attached hereto and incorporated herein by this reference.

13. Nondiscrimination.

Consultant shall not discriminate, in any way, against any person on the basis of race, sex,

color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

14. Governing Law; Venue.

The parties agree that the law governing this Agreement shall be that of the State of California. In the event that suit is brought by either party to this Agreement, the parties agree that venue must be exclusively vested in the state courts of the County of Solano, or where otherwise appropriate, exclusively in the United States District Court, Eastern District of California, Sacramento, California.

15. Compliance with Laws.

Consultant shall comply with all applicable laws, and regulations of the federal, state and local governments.

16. Ownership of Instruments of Service.

All work, materials and deliverables of this Agreement prepared by Consultant pursuant to this Agreement, including narratives, written materials, and related documents **(Instruments of Service)** are the property of A&W. Consultant must provide A&W with such materials at appropriate times during this Agreement, and on termination of this Agreement. Consultant may retain a copy for its records.

17. Waiver.

Consultant agrees that A&W's waiver of any Consultant breach of any term or condition of this Agreement shall not be deemed to be a waiver of any other violation of any other term or condition, or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by the City of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement.

18. Books and Records.

a) Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

b) Any records or documents Consultant is required to maintain pursuant to this Agreement shall be made available for inspection or audit at no cost to A&W, at any time during regular business hours, upon written request by A&W or City. Copies of such documents shall be provided to A&W and City for inspection 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.

c) Where A&W or City have reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, A&W or City may, by written request by any of the responsible attorney or City's officers, require that custody of the records be given to A&W or City, and that the records and documents be maintained. Access to such records and documents shall be granted to any party authorized by Consultant to act on its behalf, its representatives, or its successors-

in-interest.

19. Conflict of Interest.

Consultant understands and agrees that it owes a duty of loyalty to A&W and City in the performance of Services under this Agreement. Consultant covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services under this Agreement. Consultant further covenants that, in the performance of this Agreement, it will not employ any Consultant or person having such an interest.

20. Attorney-Client Relationship with City

This Agreement creates an attorney/client relationship between Consultant and City. Consultant will not act as an advocate, provide advice to City with respect to what employment action, if any, should be taken as a result of Consultant's findings, or represent the City in any legal action or proceeding. It is understood that Consultant's subject matter expertise is the performance of the payroll audit itself and decisions made relating to the results of the audit, including but not limited to what documents to review and analyzing the facts. Consultant's services are protected by the attorney/client and work product privileges, unless City waives these privileges.

21. Gifts.

Consultant understands that City's personnel policies prohibit City employees from accepting personal gifts (as defined in state law, including meals and travel) from any business partners, including Consultant.

22. Standard of Care.

Consultant must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty and profession in the State of California.

23. Notices.

All notices and other communications required or permitted to be given under this Agreement shall be given under this Agreement shall be in writing and shall be personally served, mailed (or electronic mail), postage prepaid and returned receipt requested, as addressed to the respective parties as follows:

To A&W:

Aleshire & Wynder, LLP
Attn: Colin Tanner, Esq.
18881 Von Karmen Avenue, Suite 1700
Irvine, CA 92612

After August 1, 2023
1 Park Plaza, Suite 1000
Irvine, CA 92614

(949) 250-5402
ctanner@awattorneys.com

To Consultant:

Krisch & Company
Attn: Katherine Yuen Krisch, CEO
3478 Buskirk Avenue, Suite 215
Pleasantville, CA 94523
(925) 930-0902
katherinek@krischcpas.com

Notice will be effective on the date faxed or electronically or personally delivered, or if sent by courier service, on the date of receipt. If mailed, notice will be effective 5 days after deposit in the mail.

24. Prior Agreements and Amendments.

This Agreement, including all Attachments, represents the entire understanding of the parties. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

23. Invoices.

Invoices must be emailed to Katie Todd, ktodd@suisun.com.

Each invoice shall include the following:

a) Date task was performed

b) Description of the task performed

c) Amount billed for each task performed

d) Payments/credits (If applicable)

e) Total balance/amount due

f) The remaining compensation balance (if applicable)

Consultant agrees to submit invoices within thirty (30) calendar says following performance of any services. Unless otherwise noted in this Agreement, payments shall be made within the normal course of A&W business after presentation of an invoice in a form approved by A&W for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by A&W and the City's project manager. A&W reserves the right to withhold payment due to lack of supporting documentation or late submission of any required supporting documentation.

24. Authority.

Where this Agreement requires or permits the City to act and no officer of the City is specified, the City's project manager or the City Manager have the authority to act on the City's behalf.

25. Severability.

If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

26. Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

ALESHIRE & WYNDER, LLP

By:_____

Name: Colin Tanner
Title: Equity Partner

KRISCH & COMPANY

By:_____

Name: Katherine Yuen Krisch
Title: CPA, CIA, CEO

APPROVED AS TO FORM

By:_____

Aleshire & Wynder LLP
Name: Elena Q. Gerli
Title: City Attorney, City of Suisun City

ATTACHMENT 1

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

SCOPE OF SERVICES

Consultant will conduct an audit of the City's payroll for the period February 1, 2019 through February 18, 2023, to determine if payroll calculations were done correctly. for all employees covered by the FLSA overtime provisions, as directed by the Project Manager or the Responsible Attorney.

1. Obtain the following documents from the City that is applicable to the period between February 1, 2019 and February 28, 2023:

a. Employee Rosters that contain all current and former City employees covered by the FLSA overtime provisions and that had payroll activities during this period.

b. City-wide salary schedules.

c. Applicable labor agreements.

d. Employee Timecards and time-clock data indicating hours worked and paid time off.

e. Employee compensation, including but not limited to straight time, overtime, CTO, variable and atypical payments.

f. Taxes and deductions, including benefit deductions.

g. Payroll calculations (e.g. regular rate of pay, CTO cash out, FLSA overtime, etc.).

h. All other materials that the City deems and relevant and related to this engagement.

2. Examine the documents provided in #1 above and perform the following for the period between February 1, 2019 and February 28, 2023, and between February 28, 2023 and June 30, 2023:

a. Determine if employees were paid in accordance with governing law.

b. Determine if employee were paid in accordance with other contractual/MOU obligations.

c. Identify and chart out by employee and pay period, any pay periods in which employees were under or over paid, the cause of the under or overpayment (e.g. incorrect calculation of regular rate of pay, incorrect time reporting by incumbents, etc.), and the total amount per pay period, and cumulative for the duration of the audit period.

d. Identify by employee and pay period, any pay periods in which overtime was paid out while the employee did not work the entire work period, and had paid time off (including sick, vacation, CTO, holiday) that was included in the calculations for overtime pay, include the total amount per pay period, and cumulative for the duration of the audit period.

d. Determine 10% interest on any back wages owed.

Consultant will provide City with a report detailing the work performed and the results.

Consultant's personnel assigned to this Agreement:

Katherine Yuen Krisch, CPA, CIA, CEO

Edlyn Calilan, Senior Associate

Michael Lee, Senior Associate

SCHEDULE OF PERFORMANCE

Consultant shall perform the Services in accordance with the direction provided by City's project manager.

ATTACHMENT 2

COMPENSATION

As full compensation for services satisfactorily performed in accordance with this Agreement, A&W shall pay Consultant on a time and materials basis in accordance with the rates outlined below. Unless indicated otherwise, rates are inclusive of all labor, equipment, administrative and associated expenses in providing the Services, including mileage.

	Number of Hours			
Activity	Katherine	Edlyn	Michael	Total
1. Obtain and organize various documents from the City		8		8
2. Examine the documents provided in #1 above and perform the following for the period February 1, 2019 to February 28, 2023:				
a. Determine if employees were paid in accordance with governing law.		4	16	20
b. Determine if employees were paid in accordance with other contractual/MOU obligations.		8	16	24
c. Identify and chart out by employee and pay period, any pay periods in which employees were under or over paid, the cause of the under or overpayment (e.g. incorrect calculation of regular rate of pay, incorrect time reporting by incumbents, etc.), and the total amount per pay period, and cumulative for the duration of the audit period.		32	80	112
d. Determine 10% interest on any back wages owed.		4	16	20
Report preparation	8	24		32
Travel		2	3	5
Supervision, review, meetings	16	40		56
Estimated Hours	24	122	131	277
Contingency (25% of estimated hours)		31	33	64
Total Hours	24	153	164	**341**
Hourly Rate	$368	$158	$125	
Estimated mileage reimbursement		$200	$300	
Maximum Fee	**$8,832**	**$24,374**	**$20,800**	**$54,006**

Consultant's personnel rates are as follows:

Staff Level	Calendar Year 2023 Hourly Rates
Katherine Krisch	$368
Edlyn Calilan	$158
Michael Lee	$125
Other Professionals	
Partners	$368
Managers	$184 to $226
Supervisors	$142 to $173
Senior Associates	$110 to $137
Associates	$89 to $105

ATTACHMENT 3

INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of A&W and City, the Consultant shall provide and maintain at its own expense during the term of this Agreement the following insurance coverage and provisions:

A. Evidence of Coverage

The Consultant shall, at the time of the execution of the Agreement, present signed certificates of insurance for all required coverages to A&W and City with any applicable endorsements attached to the signed certificate. The Consultant shall provide at contract inception and expiration of any insurance policy required by this Agreement all certificates of insurance and applicable endorsements as required by this Agreement directly to A&W and City.

B. Qualifying Insurers

All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A – V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Housing Authority.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to Housing Authority or its designated agent.

D. Insurance Required

1. **Commercial General Liability Insurance.** Commercial General Liability (**CGL**) with a limit not less than $1,000,000 each occurrence and a general aggregate limit of not less than $2,000,000 providing coverage for bodily injury, property damage, and personal injury through any combination of primary and excess or umbrella liability insurance policies with annual reinstatement of the general aggregate limit at each policy period renewal.

   General liability coverage shall include the following endorsement, a copy of which shall be provided to Housing Authority:

   Additional Insured Endorsements, which shall read:

   "City of Suisun City and its officers, agents, affiliates, assignees and employees, individually and collectively, as additional insured."

   "Aleshire & Wynder, LLP, and its officers, agents, affiliates, assignees, and employees, individually and collectively, as additional insured."

   Insurance afforded by the additional insured endorsements shall apply as primary insurance, and other insurance maintained by City or A&W, or their respective officers, agents, affiliates, and employees shall be excess only and not contributing with insurance provided under this policy.

2. **Commercial Automobile Insurance.** For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to hired vehicles.

3. **Workers' Compensation and Employer's Liability Insurance**.

    1. Statutory California Workers' Compensation coverage including broad form all-states coverage.

    2. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

4. **Professional Liability Insurance**.

    1. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per occurrence/aggregate.

    2. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

5. **Claims Made Coverage**

    If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

    1. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

    2. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. **Special Provisions**

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Consultant and any approval of said insurance by the A&W or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. A&W acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Consultant. However, this shall not in any way limit liabilities assumed by the Consultant under this Agreement. Any self-insurance shall be approved in writing by A&W upon satisfactory evidence of financial capacity. Consultant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Consultant shall require each of its subconsultants of any tier to carry the aforementioned coverages, or Consultant may insure subconsultants under its own policies.

4. A&W reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

March 28, 2023

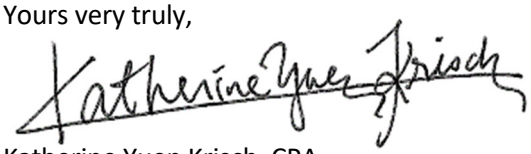
Kris Lofthus
Deputy City Manager
City of Suisun City
701 Civic Center Blvd.,
Suisun City, CA 94585

Dear Kris,

We are pleased to attach an electronic copy of our Proposal to provide agreed-upon procedures to the City of Suisun City.

We look forward to the opportunity to work with the City.

Yours very truly,



Katherine Yuen Krisch, CPA
Partner

Enclosures

Accountancy Corporation
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523

T 925.930.0902
F 925.930.0135
E maze@mazeassociates.com
W **mazeassociates.com**

AGREED-UPON PROCEDURES PROPOSAL

03.28.23



PREPARED FOR

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

Katherine Yuen Krisch, CPA, Partner
3478 Buskirk Ave, Ste 215
Pleasant Hill, CA 94523
(925) 930-0902 (Phone) (925) 930-0135 (Fax)
katherinek@mazeassociates.com

MAZE & ASSOCIATES

City of Suisun City
Agreed-Upon Procedures Proposal

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March 28, 2023

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

Dear Kris,

We strongly believe that we can provide the City of Suisun City (City) the services you need and can further develop an excellent working relationship with you and the City. We are quite certain we are the best qualified firm and we have summarized our reasons below:

- We are experts in governmental accounting and auditing. We are experienced in accounting assistance from day-to-day operations, design of internal control, year-end closing, audit preparation, to implementation of new accounting pronouncements.

- The people assigned to your work were picked because of their depth of experience in the governmental accounting services.

- Our references--indeed, any of our present clients--will confirm we are your best choice.

Most important, **we are in business to help our clients succeed**. We use our professional skills to help you achieve your goals and avoid pitfalls and problems.

We look forward to working with you!

Yours very truly,



Katherine Yuen Krisch, CPA
Partner

Accountancy Corporation
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523

T 925.930.0902
F 925.930.0135
E maze@mazeassociates.com
W **mazeassociates.com**

FIRM QUALIFICATIONS AND EXPERIENCE

Overview

We are a professional services corporation located in Pleasant Hill, California. We presently have over 60 employees, including fourteen California Certified Public Accountants. Several of our professional staff have national accounting firm experience, which we have blended with the more personal approach of a smaller firm. Our clients include special districts, joint power authorities, towns, and cities of various sizes in California.

Our Governmental Accounting Services Department has eleven professional staff, dedicated to servicing our municipal clients twelve months of the year. Three of them are former auditors for municipalities; another five have prior work experience in governmental entities; and the remaining three have extensive experience with QuickBooks.

We have focused on municipalities since 1986. We are active in GFOA, CSMFO and CMTA, and our Partners are speakers at CSMFO, CSDA and CMTA functions.

We are in business to help our clients succeed. We help you use the ever-growing tangle of accounting rules properly, but to your best advantage, by helping you keep out of trouble and helping you do the right thing. We stay in touch throughout the year to keep you abreast of municipal accounting developments and to help you avoid problems, instead of coming in afterwards to assess the damage.

Below is a list of government and nonprofits entities to which we have provided accounting services for in the last two years:

City of Albany

Bolinas Community Public Utility District
City of Campbell
City of Clayton
Town of Colma
Contra Costa County
Discover Santa Clara
City of El Cerrito
First Five Contra Costa
City of Hollister
Kensington Fire Protection District
Kensington Police Protection and Community Services District
Marin County In-Home Supportive Services Program
City of Martinez
City of Menlo Park
The Metropolitan Water District of Southern California
Montara Water and Sanitary District
City of Newark
City of Novato
Pleasant Hill Chamber of Commerce
City of Pleasanton
City of San Mateo
City of Saratoga
Sewer Authority Mid-Coastside
Stinson Beach County Water District
StopWaste
City of Union City

City and Town Clients

Besides accounting services, we audit many municipalities in California. Part of the services we provide to our audit clients is to assist them in preparing their annual financial statements.

The table below summarizes our most recent experience with audits of cities and towns:

Client Name	Scope of Work	Client Start Date	Annual Comprehensive Financial Report Submission	GFOA Award	Single Audit
Population > 100,000					
Concord	Audits of City financial statements, Successor Agency, Healthcare District, Financing Authority, Single Audit	2019 - Present	✓ Yes	✓ Yes	✓ Yes
Daly City	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Transportation Measures, JPAs audits	1992 - Present	✓ Yes	✓ Yes	✓ Yes
Elk Grove	Audit of City financial statements and Single Audit	2017 - Present	✓ Yes	✓ Yes	✓ Yes
Hayward	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Transportation Measure, Financing Corporation Audit	2011 - Present	✓ Yes	✓ Yes	✓ Yes
Santa Clara	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Silicon Valley Power Audit	2012 - Present	✓ Yes	✓ Yes	✓ Yes
Population < 100,000					
Alameda	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Transportation Measures	2018 - Present	✓ Yes	✓ Yes	✓ Yes
Atherton	Audit of Basic Financial Statements, Single Audit	2009 - Present	*	*	✓ Yes
Belmont	Audit of City financial statements, Successor Agency, Single Audit, Transportation Measures	1998 - Present	✓ Yes	✓ Yes	✓ Yes
Belvedere	Audit of Ciy financial statements	2018 - Present	✓ Yes	✓ Yes	*
Benicia	Audit of City financial statements, Single Audit, Transportation Development Act Audit	2011 - Present	✓ Yes	✓ Yes	✓ Yes
Brentwood	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit	2007 - Present	✓ Yes	✓ Yes	✓ Yes
Brisbane	Audit of City financial statements, Successor Agency	2011 - Present	*	*	*
Burlingame	Audit of City financial statements, Single Audit, Transportation Development Act Audit,	2016 - Present	✓ Yes	✓ Yes	✓ Yes
Davis	Audit of City financial statements, Single Audit	2015 - Present	✓ Yes	✓ Yes	✓ Yes

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Client Name	Scope of Work	Client Start Date	Annual Comprehensive Financial Report Submission	GFOA Award	Single Audit
Fairfax	Audit of Basic Financial Statements	2009 - Present	*	*	*
Half Moon Bay	Audit of City financial statements, Single Audit, Transportation Development Act Audit	2014 - Present	✓ Yes	✓ Yes	✓ Yes
Los Altos	Audit of City financial statements, Single Audit, Transportation Measure	2014 - Present	✓ Yes	✓ Yes	✓ Yes
Los Altos Hills	Audit of City financial statements and North County Library Authority, Single Audit, Transportation Development Audit	2016 - Present	✓ Yes	✓ Yes	✓ Yes
Manteca	Audit of City financial statements, Successor Agency, Single Audit, Financing Authority Audit	1986 - Present	✓ Yes	✓ Yes	✓ Yes
Martinez	Audit of City financial statements, Single Audit, Transportation Development Act Audit	2001 - Present	✓ Yes	✓ Yes	✓ Yes
Milpitas	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Financing Corporation Audit	1995 - Present	✓ Yes	✓ Yes	✓ Yes
Moraga	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit	2012 - Present	✓ Yes	✓ Yes	✓ Yes
Mill Valley	Audits of City Basic Financial Statements and Sewerage Agency of Southern Marin	2020 - Present	*	*	*
Morgan Hill	Audit of City financial statements, Single Audit, Transportation Development Act Audit	2015 - Present	✓ Yes	✓ Yes	✓ Yes
Oakley	Audit of City financial statements, Successor Agency, Single Audit	2000 - Present	✓ Yes	✓ Yes	✓ Yes
Orinda	Audit of City financial statements, Single Audit, Transportation Development Act Audit	2015 - Present	✓ Yes	✓ Yes	✓ Yes
Pacifica	Audit of City financial statements, Single Audit, Transportation Development Act Audit, Transportation Measure	2015 - Present	✓ Yes	✓ Yes	✓ Yes
Pittsburg	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Retirement Plan Audit	2011 - Present	✓ Yes	✓ Yes	✓ Yes
Portola Valley	Audit of Basic Financial Statements and Transportation Measure	2005 - Present	*	*	*
Redwood City	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Audit of Port of Redwood City, Audits of Joint Power Authorities	2019 - Present	✓ Yes	✓ Yes	✓ Yes
San Bruno	Audit of City financial statements, Single Audit, Transportation Development Act Audit	2016 - Present	✓ Yes	✓ Yes	✓ Yes
San Carlos	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act	2016 - Present	✓ Yes	✓ Yes	✓ Yes
San Leandro	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Transportation Measures	2011 - Present	✓ Yes	✓ Yes	✓ Yes

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Client Name	Scope of Work	Client Start Date	Annual Comprehensive Financial Report Submission	GFOA Award	Single Audit
San Pablo	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit	1995 - Present	✓ Yes	✓ Yes	✓ Yes
San Rafael	Audit of City financial statements, Successor Agency, Single Audit	2007 - Present	✓ Yes	✓ Yes	✓ Yes
South San Francisco	Audit of City financial statements, Successor Agency, Single Audit, Transportation Development Act Audit, Transportation Measures	2004 - Present	✓ Yes	✓ Yes	✓ Yes
Sutter Creek	Audit of Basic Financial Statements, Single Audit	2015 - Present	*	*	✓ Yes
Turlock	Audit of Basic Financial Statements, Successor Agency, Single Audit, Transportation Development Act Audit, Financing Authority Audit, Abandoned Vehicle Abatement Program	2013 - Present	*	*	✓ Yes
Watsonville	Audit of the City financial statements, Single Audit	2017 - Present	✓ Yes	✓ Yes	✓ Yes

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

External Quality Control Review/Peer Review

We are members of the Quality Review Program of the AICPA, which means we subject ourselves to a peer review of our workpapers and quality control procedures every three years by independent accountants specializing in such work. **Our most recent peer review was completed in 2021; we again received a rating of pass, the highest level of assurance possible.** A copy of our most recent peer review opinion is located at the end of this proposal.

We have not had any Federal or State desk review or field review during the past 3 years. In addition, there has not been any disciplinary action taken or pending against us with state regulatory bodies or professional organization during the past 3 years.

Peer Review Letter

COUGHLAN NAPA CPA COMPANY, INC.
www.CoughlanNapaCPACo.com
Company@CoughlanNapaCPACo.com

Report on the Firm's System of Quality Control

February 9, 2021

To Maze & Associates Accountancy Corporation and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Maze & Associates Accountancy Corporation (the firm) in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

190 Camino Oruga, Suite 1 • Napa, CA 94558 • telephone: 707.255.0677 • fax: 707.255.0687
Member: American Institute of CPAs • California, Hawaii, & Oregon Societies of CPAs

Peer Review Letter (Continued)

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Maze & Associates Accountancy Corporation in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Maze & Associates Accountancy Corporation has received a peer review rating of *pass*.

Coughlan Napa CPA Company, Inc.

Coughlan Napa CPA Company, Inc.

STAFF QUALIFICATIONS AND EXPERIENCE

Our team assigned to your engagement will include Katherine Yuen Krisch, CPA, as Engagement Partner, Edlyn Calilan, Senior Associates, as project lead, and Michael Lee, Senior Associate. Edlyn and Michael will perform the day-to-day functions while Katherine will provide technical support when necessary.

Resume

Their resumes are as follows:



KATHERINE YUEN KRISCH, CPA, Partner – Katherine has been with Maze & Associates since 1996. Over the years, she has taught classes both externally and internally on topics including GASB Statements implementation, auditing techniques under the *Government Auditing Standards,* and internal controls environment. She currently serves on the Governmental Accounting and Auditing Committee of the California Society of Certified Public Accountants, which provides practical guidance to CPAs in the area of governmental accounting and auditing in an effort to improve the quality of financial reporting on governmental entities. She is also a member of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants. She holds a Bachelor of Science degree in Business Administration from the University of California, at Berkeley. She is a Certified Public Accountant in the State of California. Her relevant governmental experience includes:

City of Alameda
Alameda Mayors' Conference
Alameda Power and Telecom
Alameda Reuse and Redevelopment Authority
Association of Bay Area Governments
Town of Atherton
Bay Area Air Quality Management District
City of Belmont
City of Benicia
City of Campbell
City of Concord
Central Contra Costa County Solid Waste Authority
City of Daly City
City of Davis
City of Dublin
East Bay Recreation and Park District
El Dorado Irrigation District
City of Emeryville
Town of Fairfax
City of Galt
City of Hayward
Kentfield Fire Protection District
City of Lafayette
City of Milpitas
City of Monterey
Town of Moraga
City of Mountain View
City of Napa
City of Newark
Novato Fire Protection District
City of Orinda
City of Oxnard
City of Pacifica Child Development Program
City of Palo Alto
City of Petaluma
City of Pinole
City of Pleasant Hill
City of Rancho Cordova
City of Roseville
Ross Valley Fire Protection Department
City of San Carlos
City of San Leandro
City of San Mateo
City of San Rafael
City of San Rafael Child Development Program
City of San Ramon

Katherine Yuen Krisch, CPA (Continued)

Town of Larkspur	San Ramon Valley Fire Protection Agency
City of Lathrop	City of Sausalito
Livermore Area Recreation and Park District	Small Cities Organized Risk Effort (SCORE)
City of Los Altos	City of South Lake Tahoe
City of Los Banos	South Placer Wastewater Authority
Town of Los Gatos	City of South San Francisco
City of Manteca	City of Tracy
City of Martinez	City of Walnut Creek
City of Millbrae	City of Woodland

Edlyn Calilan, Senior Associate – Edlyn holds a Bachelor of Science Degree in Business Administration from the St. Petersburg College. She is currently earning her a Master of Science Degree in Accounting from the Southern New Hampshire University. Edlyn has over 10 years of experience as a payroll professional in various organizations.

Since joining our firm in 2022, she has accumulated municipal accounting services experience including the following:

Clients:	**Duties:**
• City of Menlo Park	• Assisted with the implementation of GASB Statement 87 • Reviewed lessee & lessor agreements to determine applicability of GASB 87 • Prepared initial calculations and schedules
• City of San Mateo	• Assisted with the implementation of GASB Statement 87 • Reviewed lessee & lessor agreements to determine applicability of GASB 87 • Prepared initial calculations and schedules
• City of Novato	• Reconciled payroll against general ledger and banks statements • Proposed journal entries to apply corrections • Recommended long-term reconciliation process

Edlyn Calilan (Continued)

• City of Campbell	• Perform full cycle biweekly payroll • Restructure payroll process and operations for efficiency • Process periodic payouts (Holiday-In-Lieu, Vacation, and Uniform) • Setup new hire profiles and process terminations • Benefit vendor payments and reconciliation • Process CalPERS pension reporting and adjustment transaction • Process 941 and DE-9/c payroll taxes • Produce and report annual W-2's and 1095 documents • Audit and calculate retro for FLSA OT and Comp Payout processing • Implement payroll module for new HRIS system • Train new payroll employee
• City of Belmont	• Reallocate payroll transactions for journal entries

Edlyn's prior work experience includes:

East Contra Costa Fire Protection District, Brentwood, CA -- *Payroll Technician*
August 2020 – June 2022

- For a staff of 50, ran full cycle payroll. Performed Time entry processing (regular, OT and all Leave hours), FLSA, stipend, and shift differentials pay.
- Calculated and processed retro pay, manual adjustments, deductions, and wage garnishments.
- Processed off-cycle checks for pay-outs, buybacks, terminations, and retirement processing (complete all final wage calculations).
- Set up new hires W-4, accrual codes, time entry processing, direct deposit, earnings and deduction codes, benefit setup, and retirement accounts (County Retirement (CCCERA) & 457). Issued payments to retirement system, benefits administrator(s) and union dues in accordance with applicable collective bargaining agreements.
- Posted payroll records to the general ledger; prepared routine and special reports on payroll issues; reviewed and approved vouchers for payments of payroll liabilities.
- Created and processed personnel action form change requests.
- Reviewed collective bargaining agreement updates as it pertained to the International Association of Fire Fighters (IAFF) Local 1230 and American Federation of State, County and Municipal Employees (AFSCME) Local 2700 Memorandum Of Understandings on all payroll related items and made applicable changes to the payroll system.

Edlyn Calilan (Continued)

- Performed ADP Payroll System setup, restructuring, and maintenance. Researched changes to wage and hour ordinances and recommended modifications to the payroll system to comply. Hours, earnings, and deduction code creation and maintenance, report processing, full benefit audit and system setup, full accrual leave bank audit and system cleanup. COVID codes and sick leave set up and implementation.
- Benefit open enrollment setup, communication, and rate calculations. Full benefit and retirement contribution reconciliation and communication. Assisted employees, benefit vendors and outside agencies with payroll questions and assisted employees with payroll related forms including but not limited to FMLA/CFRA setup and processing.
- Workers' Compensation setup and processing with Athens Administrator's. Processed COVID related reporting.
- Prepared quarterly and annual State and Federal tax filing.
- Generated periodic reporting for Workers' Compensation, CalOSHA, CalOES, GCC Reporting, OPEB Actuarial Valuation, GASB 75 audit, and budget reporting.
- Provided direction and training on payroll issues to applicable staff. Participated in developing department goals and priorities; recommended and implemented procedures; and assisted with the preparation of and administration of the payroll section of the budget.
- Established and maintained effective working relationships with staff, the community, other agencies and the public.

City of Walnut Creek, Walnut Creek, CA -- *Payroll Technician*
April 2019 – August 2020

- For a staff size of 400+, performed full cycle payroll processing. Processed and verified regular, OT and Leave hours. Calculated and processed retro pay, manual adjustments, deductions, and wage garnishments. Processed various payroll reports. Calculated FLSA overtime for the PD department and processed MOU changes and bonus lump sums.
- Processed off-cycle checks (equity, council, service awards), terminations (final check calculations), set up new hires (W-4, pay codes, time entry, direct deposit, deductions, and retirement accounts (CalPERS, 401(k), 457, IRA).
- Prepared State and Federal tax filing, GL posting, and invoice processing for A/P. PERS reconciliation and payments, FSA/HSA payments, and Retirement Account reconciliations and payments.

Method Products, PBC, San Francisco, CA -- *Payroll + Benefits Associate*
August 2018 – April 2019

- For a staff size of 220, processed multi-state & international full-cycle payroll, processed and verified regular, OT and PTO hours. Process unpaid-time, retro pay, adjustments, deductions, bonuses, wage garnishments, and LOA integrations. Processed various payroll reports, 1095's, ACA Reporting, and W-2s. Handle semi-monthly and weekly full cycle payroll processing.
- Processed on-demand checks, terminations, set up new hires. Setup and managed multi-state taxes. Verified, updated, and processed all benefits, retirement accounts, and loan repayments.
- Processed and reconciled benefit invoices. Initiated and oversaw benefit open enrollment. Involved in benefit negotiations & vendor setup
- Performed Non-Discriminatory Testing (All benefits), HCSO processing. T4 Canada Tax reporting, Annual Business Tax filing (Gross receipts + Payroll Expense

Edlyn Calilan (Continued)

Piedmont Unified School District Piedmont, CA -- *Payroll Technician II*
March 2017 – August 2018

- For a staff size of 400+, processed full cycle monthly payroll for certificated and classified regular, OT and PTO hours. Processed unpaid-time, time-edits, retro pay, monetary adjustments, deductions, and wage garnishments. Paid and reported monthly, quarterly, annual taxes via EFTPS & EDD (Federal, State, Medicare, OASDI, Medicare, SDI). Processed various payroll reports, 1095-C's, ACA Reporting, and W-2s.
- On-demand check processing. New hire & termination processing. Verified, updated, and processed LOA integrations, full benefits, life insurance, wage garnishments, retirement funding, PERS/STRS reporting and corrections.
- Reconciled and paid vendor invoices (Kaiser, VSP, ASCIG Dental, American Fidelity, MidAmerica, etc.) and verified bank reconciliation. Performed end-of-year payroll budgeting.

Veritable Vegetable, San Francisco, CA -- *Payroll Coordinator*
December 2015 – March 2017

- For a staff size of 250+, processed and verified vacation, sick, time edits, retro pay, monetary adjustments, deductions, garnishments, tax payments (bi-weekly, quarterly, annually), various payroll reports, and W-2s for 130+. Processed on-demand checks for adjustments and terminations. Verified and set up or terminate direct deposits
- Verified, updated, and processed LOA integrations, medical, dental, vision, FSA, life insurance, wage garnishments, 401k and ROTH contributions.
- Verified, adjusted, and paid weekly, biweekly, quarterly, and annual employee/employer taxes (Form 941, 940, W-2s, etc.). Processed journal entries, accruals, retirement, and reconcile payroll accounts.

Seminole Hard Rock Hotel & Casino, Tampa, FL -- *HR Office Coordinator/Payroll Coordinator*
December 2011 – December 2015

- For 3,300+, processed and verified PTO, adjustments, time edits, retro's, monetary adjustments, deductions, garnishments, and W-2s
- Balanced and processed tips/tokes for Food and Beverage, Slots, Poker, Cage, and the Table Games. Processed on-demand checks, bonus/prize checks, and returned funds. Set up direct deposits & ADP pay cards. Processed LOAs and LOA payments, medical deductions, wage garnishments, 401k and ROTH contributions and payments.
- Organized, tracked, processed, and filed departmental documents such as, direct deposits and adjustments, W-4, I9's, status and salary changes, address and name changes, stopped payments and reissues, evaluations, and disciplinary forms.
- Assisted in Benefits and Compensations directly handling benefits enrollment, Garnishment wages, 401(k), and bereavement.

STAFF QUALIFICATIONS AND EXPERIENCE

MICHAEL LEE, Senior Associate - Michael graduated from Busan National University in South Korea in 2015 with a degree in business administration with a focus on finance. He has seven years of experience with local government, small business, and manufacturing accounting services. He joined our firm in 2021 and has since worked with various governmental entities. He specializes in period-end closing, account reconciliation, full cycle processing of accounts receivable, accounts payable, and payroll.

His municipal accounting services experience includes:

Clients:	**Duties:**
• Kensington Police Protection & Community Services District	• Prepared year-end schedules and closing entries for audits • Performed monthly activity reconciliation to the county's records • Assisted with accounts payable and accounts receivable • Assisted with W2s and 1099s preparation • Provided technical support for payroll processing • Reported CalPERS retirement contributions
• Montara Water and Sanitary District	• Performed monthly reconciliation of bank accounts • Performed close-out accounting for general ledger accounts • Assisted in the preparation of the annual budget • Reviewed bi-weekly and special payroll calculations • Prepared monthly financial reports
• City of Clayton	• Reviewed accounts payable and payroll entries in Financial Edge software • Assisted with the creation and implementation of new procedures for accounts payable and payroll entries in Financial Edge software to increase accuracy and security of the system
• City of Albany	• Maintained fixed asset records • Assisted capital assets module implementation
• StopWaste	• Reviewed quarterly payroll reports • Reviewed quarterly payroll tax return reconciliation reports

SCOPE OF WORK

Below please find procedures to which City management enumerated. At the beginning of the engagement, we will obtain acknowledgement from the City management that the procedures to be performed below are appropriate for the intended purpose of the engagement, which is to determine if payroll calculations were done correctly by the City during the period February 1, 2019 and February 28, 2023. We can of course increase or decrease the amount of work we perform if the City wishes. At the end of the engagement, we will provide the City a written report detailing the work we have performed and the results.

1. Obtain the following documents from the City that is applicable to the period between February 1, 2019 and February 28, 2023:
    a. Employee Rosters that contain all current and former City employees that had payroll activities during this period.
    b. City-wide salary schedule
    c. Applicable labor agreements
    d. Employee Timecards and time clock data indicating hours worked and paid time off.
    e. Employee compensation, including but not limited to straight time, overtime, CTO, variable and atypical payments.
    f. Taxes and deductions, including benefit deductions.
    g. Payroll calculations (e.g. regular rate of pay, CTO cash out, FLSA overtime, etc.)
    h. All other materials that the City deems and relevant and related to this engagement
2. Examine the documents provided in #1 above and perform the following for the period between February 1, 2019 and February 28, 2023:
    a. Determine if employees were paid in accordance with governing law.
    b. Determine if employee were paid in accordance with other contractual/MOU obligations.
    c. Identify and chart out by employee and pay period, any pay periods in which employees were under or over paid, the cause of the under or overpayment (e.g. incorrect calculation of regular rate of pay, incorrect time reporting by incumbents, etc.), and the total amount per pay period, and cumulative for the duration of the audit period.
    d. Determine 10% interest on any back wages owed.

ESTIMATED FEES

Our Fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses for mileage or incidentals. We also charge half of our hourly rates for travel time. Invoices are payable upon presentation. Please refer to estimated hours listed on the Proposed Engagement Segments and Time Estimate Services (see Attachment 1). The estimated hours were developed based on the Scope of Work on the previous section.

We believe we will complete our work at the maximum fee of $54,006. We will not exceed this amount without explicit written approved consent from the City.

Below please find the billing rates of our core team members. In addition, from time to time, other professionals of our firm may assist in the engagement. Their billing rates are as follows for 2023. Billing rates are adjusted on January 1 of each year:

Staff Level	Calendar Year 2023 Hourly Rates
Katherine Krisch	$368
Edlyn Calilan	$158
Michael Lee	$125
Other Professionals	
Partners	$368
Managers	$184 to $226
Supervisors	$142 to $173
Senior Associates	$110 to $137
Associates	$89 to $105

ATTACHMENT 1

City of Suisun
Proposed Engagement Segments
and Time Estimate Services

	Number of Hours			
Activity	Katherine	Edlyn	Michael	Total
1. Obtain and organize various documents from the City		8		8
2.Examine the documents provided in #1 above and perform the following for the period February 1, 2019 to February 28, 2023:				
a. Determine if employees were paid in accordance with governing law.		4	16	20
b. Determine if employees were paid in accordance with other contractual/MOU obligations.		8	16	24
c. Identify and chart out by employee and pay period, any pay periods in which employees were under or over paid, the cause of the under or overpayment (e.g. incorrect calculation of regular rate of pay, incorrect time reporting by incumbents, etc.), and the total amount per pay period, and cumulative for the duration of the audit period.		32	80	112
d. Determine 10% interest on any back wages owed.		4	16	20
Report preparation	8	24		32
Travel		2	3	5
Supervision, review, meetings	16	40		56
Estimated Hours	24	122	131	277
Contingency (25% of estimated hours)		31	33	64
Total Hours	24	153	164	**341**
Hourly Rate	$368	$158	$125	
Estimated mileage reimbursement		$200	$300	
Maximum Fee	**$8,832**	**$24,374**	**$20,800**	**$54,006**

May 30, 2023

Dear Client,

The shareholders of Maze & Associates are excited to announce their plan to separate its tax, accounting services and governmental advisory services practices into an independent and separate firm, as Krisch & Company, An Accountancy Corporation, effective June 1, 2023.

Rationale of the Separation

The separation will allow the two firms, Krisch & Company and Maze & Associates, to pursue individualized strategies and operational initiatives specific to the industries in which they each serve.

Two Leading Firms

Maze & Associates will remain an established leader in governmental auditing services, serving governmental entities in the Bay Area and beyond under the leadership of Vikki Rodriguez as their new CEO.

Krisch & Company will serve as a successor firm to Maze's tax, accounting services and governmental advisory services practices under the leadership of Tim Krisch, President, and Katherine Yuen Krisch, CEO.

Leadership of Krisch & Company

Timothy Krisch, President, joined Maze & Associates in 1990. Tim upheld the responsibility of managing the firm's tax practice, which back in the early days was rather small, yet important to the firm and the firm's future. Tim took on the position of the CEO in 2013 and at that time decided to leave the world of governmental audit to focus on developing the tax and accounting services division of the firm.

Katherine Yuen Krisch, CEO, joined Maze & Associates in 1996, utilizing her talents primarily on the governmental audit sector of the firm. Katherine grew so proficient and experienced in governmental audits that she become the firm's youngest partner in 2006. She went on to launch the firm's governmental advisory services division in early 2022.

Will This Affect You?

No. The primary ways that Krisch & Company will function will not change. These include:

- You will continue to work with the same professionals that you have worked with in the past.
- All of our people are being retained in their current roles.
- Our fee structure will not be modified.
- The services we have provided to you in the past will continue.

Contacts

Krisch & Company will continue to operate from our current offices with the same address, telephone numbers and fax numbers.

Krisch & Company
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523
Telephone (925) 930-0902
Fax (925) 930-0135
Website: www.krischcpas.com

Krisch & Company email addresses will change. The convention for those addresses will be (first name) (last initial) @ krischcpas.com. For example, John Smith's email address will change from johns@mazeassociates.com to johns@krischcpas.com.

If you have any questions about this exciting news and what it will mean to you, please contact any of us. We're grateful that you have given us the opportunity to provide you with tax, accounting services, and governmental advisory services, and also appreciate your loyalty and friendship. We are confident that our new firm will serve us all quite well.

The Shareholders & Associates of

Krisch & Company

Krisch & Company,
An Accountancy Corporation

Christina Penland

From: Oliver Yee <oyee@lcwlegal.com>
Sent: Monday, March 20, 2023 3:17 PM
To: Christina Penland
Subject: RE: Audit Services [LCW-DM.FID426098]

Hi Christina,

It can be difficult to accurately provide a cost estimate on wage and hour and payroll audits, as pay data and the extent of issues identified varies. In general, we conduct a wage and hour payroll audit through two phases. The first phase relates to the initial review of labor agreements as it they pertain to special pays and the appropriate calculation of the FLSA regular rate of pay. The second phase relates to payroll specific review and analysis. As part of this second phase, we would utilize a forensic accounting consultant to assist with the appropriate "back pay" related calculations. The City has both a fire department and police department, in addition of miscellaneous employees. We have found that the audit of public safety payroll practices in particular significantly increases the cost of the audit project.

Based on the scope of the potential audit as described below, which would cover the two phases described above as well as additional items, we would estimate a total cost of around $75,000-$100,000 to complete this audit.

Please feel free to let me know if you have any questions or would like to discuss further. I am also happy to discuss other options such as approaching the audit in a more piecemeal basis.

Thanks,
Oliver

Oliver Yee | Partner

LCW LIEBERT CASSIDY WHITMORE
6033 West Century Boulevard, 5th Floor
Los Angeles, CA 90045
tel: 310.981.2000 | dir: 310.981.2044
fax: 310.337.0837

oyee@lcwlegal.com | vCard | Bio | Website

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LIEBERT CASSIDY WHITMORE

FEE SCHEDULE

Partners	$425.00
Senior Counsel	$355.00
Associates	$240.00 - $335.00
Labor Relations/Human Resources Consultant	$270.00
Paralegals	$145.00
E-Discovery Specialists	$145.00
Law Clerks	$145.00 - $185.00

THE PUN GROUP
ACCOUNTANTS & ADVISORS

200 E. Sandpointe Avenue, Suite 600
Santa Ana, California 92707

www.pungroup.cpa

March 20, 2023

Kris Lofthus
Deputy City Manager
City of Suisun City
710 Civic Center Blvd,
Suisun City, CA 94585

RE: Proposal to perform Payroll audit for the period from February 2019 to February 2023

Dear Kris,

Thank you so much for giving The Pun Group, LLP (the "Firm") the opportunity to provide services to the City of Suisun City (the "City"). The City is requesting the Firm to review and report on the City's compliance with labor wage laws and identify errors in payments and related calculation methods/processes for the period from February 2019 to February 2023.

Proposed scope of work for the City of Suisun City

We are proposing to break down the work into 3 phases:

Phase 1: Payroll Reperformance of Calendar Year (February) 2019 – (February) 2023

As part of the City of Suisun City's payroll processes, The Pun Group will reperform city's payroll for calendar year (February) 2019 – (February) 2023, in compliance with certain laws, regulations, contracts and agreements.

Methodologies used to accomplish the audit objectives include but are not limited to the following:

- Review Human Resource Personnel Rules and Regulations,
- Review Memorandum of Understanding for various Bargaining Agreements,
- Review applicable City Ordinance and Administrative Instructions,
- Conducted interviews with Payroll consultants, City of Suisun City's Central Payroll Personnel, and additional City staff as needed.
- Review Payroll timekeeping trainings and user instructions as a part of the reperformance
- Review time reporting codes and obtain examples of applicable approval forms,
- Determine the population of time entry data for calendar years 2019-2023,
- Generated a listing of all time approval by the employee and supervisor for the audit period and summarized types of approval, and
- Determined if the City of Suisun Staff were obtaining required approvals and maintaining supporting documentation for applicable time reporting codes.
- Apply other methodologies as needed.

Phase 2: Payroll Monitoring

Once calendar years 2019-2023's payroll have been reperformed, we would randomly monitor selected pay periods throughout the subsequent year, to ensure that payroll is being processed correctly. (semi-annually).

Phase 3: Payroll Processing Advisory/Internal Audit Consulting

Review policies and procedures and make recommendations that will help to strengthen internal control, cost savings, operating efficiency and effectiveness.

Acknowledgement

The General Consulting Services will be performed in accordance with the *Statement on Standards for Consulting Services* established by the American Institute of Certified Public Accountants ("AICPA"). The General Consulting Services to be performed by the Firm will be established by mutual agreement and can be changed or modified in the same manner. The Firm will promptly inform the City of any circumstances that warrant a change in the scope of the specific services to be provided, and similarly, the City agrees to notify the Firm promptly if modifications to the General Consulting Services are requested.

The City acknowledges and agrees that the General Consulting Services provided pursuant to this Engagement Letter will be based solely upon:

(a) The representations, information, documents and other facts provided to the Firm by the City, its personnel and any representatives thereof;

(b) The review of documents under this Engagement Letter does not constitute an engagement to provide audit, compilation, review or attest services as described in the pronouncements on professional standards issued by the American Institute of Certified Public Accountants or the U.S. Public City Accounting Oversight Board.

(c) The understanding that the Firm will only be responsible to provide tax advice with respect to the specific matter, transaction or question actually presented by the City, including the type of tax and the taxing jurisdiction specifically identified by Client (e.g., federal, foreign, state, local, sales, excise, etc.);

(d) The City's understanding that any tax advice provided pursuant hereto will be based upon the law, regulations, cases, rulings, and other taxing authority in effect at the time specific tax advice is provided. If there are subsequent changes in or to the foregoing taxing authorities (for which The Firm shall have no specific responsibility to advise the City), the City acknowledges that such changes may result in that tax advice being rendered invalid or necessitate (upon the City's request) a reconsideration of that prior tax advice;

(e) The City's understanding and agreement that the results of The Firm's tax advice may be audited and challenged by the IRS and other tax agencies, who may not agree with our positions. In this regard, Client understands that the result of any tax advice is not binding on the IRS, other tax agencies or the courts and should never be considered a representation, warranty, or guarantee that the IRS, other tax agencies or the courts will concur with our advice or opinion; and

(f) The Firm, as a result of providing such tax advice, is under no obligation to represent the City with respect to any such challenge or an administrative or judicial challenge thereof. The Firm would generally be available to represent the City before the appropriate taxing authorities, if permissible, for an additional fee that is mutually agreed upon.

Proposed Fee

Our fee for these services will be billed based on our standard hourly rate as stated below:

Level	Hourly Rate
Partner	**$315**
Manager	**$225**
Supervisor	**$170**
Senior	**$140**
Staff	**$120**

Based on our initial understanding of the project, our fee estimate are as follows:

	Estimated Hours	Estimated Fee
Phase 1	**520 hours**	**$75,000**
Phase 2	**40 hours**	**$6,500**
Phase 3	**54 hours**	**$10,400**

Our fees are based on certain assumptions, including the required assistance described above. To the extent that certain circumstances arise during the engagement, our fee estimate may be significantly affected, and additional fees may be necessary. Additional services provided beyond the described scope of services will be billed separately.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Confidentiality

Notwithstanding the rights under the applicable laws, the Firm agree that the City will suffer irreparable injury if its confidential information is made public, released to a third party without City's prior written consent, or otherwise disclosed in breach of this engagement and that the City shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach. If any Firm's personnel breaches any terms and conditions of confidentiality herein and cause damage to the City, the Firm shall be jointly responsible for the compensation of damage to the City.

Dispute Resolution Procedure, Waiver of Jury Trial, Jurisdiction and Venue for All Disputes, and Governing Law

We appreciate the opportunity to serve as the City's advisor and anticipate a productive, harmonious relationship. If the City becomes dissatisfied for any reason with the services we have performed or the fees charged, we encourage the City to bring that to our attention immediately. Most such problems should be remedied by communication and discussion. However, a dispute could arise between us, regarding the construction or application of this agreement and/or the performance of any services under this agreement, which cannot be resolved by discussion. The City and this Firm believe that such accountant-client disputes are more satisfactorily resolved through confidential, binding arbitration than by litigation in court. Therefore, the City and this Firm choose confidential binding arbitration to resolve such disputes. It is understood and agreed that choosing binding arbitration waives a trial by jury.

The place of the confidential binding arbitration will be JAMS in Orange County, California. Arbitration proceedings may be commenced by either the City or this Firm, by giving all other interested parties written notice; and the proceedings shall be governed by the California Arbitration Act (Code Civ. Proc., § 1281 et seq.), except as is otherwise specified herein. The arbitrator must decide all disputes in accordance with the California Arbitration Act, and the applicable rules of JAMS (except to the extent such rules conflict with this arbitration agreement). The arbitrator shall have the power to decide all matters, including legal questions raised by pleading or summary judgment motions. That decision shall be in accordance with California law; and the California Evidence Code shall govern all proceedings before the arbitrator. The arbitrator's award shall be final and binding, and a judgment upon the award may be entered and enforced by any court of competent jurisdiction.

By entering into this arbitration agreement, the City and this Firm expressly waive the right to commence an action in court, except with respect to provisional remedies; and waive the right to trial by jury.

The City and this Firm each agree to submit to the jurisdiction of any state or federal court in Orange County, California, in any action or proceeding arising out of or relating to the enforcement of the arbitration provisions of this agreement, or for any other purpose. The City and this Firm agree not to bring any action or proceeding of any kind in any other court. The City and this Firm waive any defense of inconvenient forum to the maintenance of any action or proceeding in Orange County, California.

***

Agreement

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the City and that no other person or entity shall be authorized to enforce the terms of this engagement.

If you agree with the terms of our engagement, as described in this letter, please sign below, and return it to us.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,

The Pun Group, LLP



Kenneth H. Pun, CPA, CGMA
Managing Partner

RESPONSE:

This letter correctly sets forth the understanding of **City of Suisun City.**

By: _____

Title: _____

Date**:** _____

AGENDA ITEM NO. 16

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Adoption of Resolution 2023:___: Authorizing the City Manager to Execute a Professional Services Agreement to provide Geographical Information System (GIS) services with Infinity Technologies.

FISCAL IMPACT: The additional cost resulting from this agreement will be funded by American Rescue Plan Act (ARPA) fund. Funds to cover this agreement of $36,500 are included in the FY2023-24 Adopted budget under account 167-1917-96440.

STRATEGIC PLAN: Provide Good Governance and Ensure Fiscal Solvency.

BACKGROUND: Infinity Technologies has been assisting the City with its GIS needs for many years. To implement the new Enterprise Resources Planning (ERP) system successfully, the City's GIS data needs to be reviewed and updated to provide accurate information to the community.

The City uses an ESRI based ArcGIS Enterprise platform to support a variety of departmental mapping needs. The new Enterprise Resources Planning (ERP) upgrade made these services more critical. These services include new integrations with Tyler Technologies Enterprise Permitting and License (EPL) and Enterprise Asset Management (EAM) systems. These integrations have put the City's GIS platform in a key position to support the successful implementation and continuing use of the Tyler Technology systems.

STAFF REPORT: A recently implemented ArcGIS Enterprise system has been installed with an early focus on GIS integration content/services related to EnerGov (EPL). An older ArcGIS Server platform is still in place and needs to be retired. A portion of this scope of work will focus on migrating content and services from the older platform to the new ArcGIS Enterprise architecture.

To sustain and grow the GIS platform as a reliable business critical solution, the City is seeking to contract GIS support. The broader categories of GIS support are being discussed in the attached proposal from the Infinity Technologies.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution 2023:___: Authorizing the City Manager to Execute a Professional Services Agreement to provide Geographical Information System (GIS) services with Infinity Technologies.

DOCUMENTS ATTACHED:

1. Resolution 2023:___: Authorizing the City Manager to Execute a Professional Services Agreement to provide Geographical Information System (GIS) services with Infinity Technologies
2. Scope of Work and Cost.

PREPARED BY: Rowland Roberts, IT Manager

REVIEWED BY: Lakhwinder Deol, Finance Director

APPROVED BY: Kris Loftus, Deputy City Manager

ATTACHMENTS:

1. Resolution Authorizing the City Manager to Execute a Professional Services Agreeement to Provide GIS Services.pdf
2. City of Suisun City Infinity Tech GIS Support FY 23 24.pdf

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT TO PROVIDE GEOGRAPHICAL INFORMATION SYSTEM (GIS) SERVICES WITH INFINITY TECHNOLOGIES

WHEREAS, the City Information Technology (IT) department desire to contract with Infinity Technologies to obtain Geographical Information System (GIS) services; and

WHEREAS, the proposed services will assist the City with its implementation of the new Enterprise Resources Planning (ERP) system, and

WHEREAS, the proposed services will assist staff with reviewing and updating the GIS data to provide more accurate information to the community, and

WHEREAS, the proposed system will increase departmental capabilities and allows staff to work remotely without any connection and service interruptions, and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager, to execute an agreement with Infinite Technologies to provide GIS services.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 18th day of July 2023, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this 18th day of July 2023.

_____
Anita Skinner
City Clerk

July 13, 2023

CITY OF SUISUN CITY

SCOPE OF WORK AND ESTIMATED COSTS FOR FISCAL YEAR 2023-2024 GIS SUPPORT SERVICES

Introduction

Infinity Technologies would like to thank Suisun City (City) for the opportunity to provide a quote for services to support your GIS needs. Infinity Technologies is submitting this quote that will provide the City with a reliable set of GIS services to support your citywide GIS needs. We offer these services under a time and materials approach as described in the pages to follow.

Infinity Technologies is prepared to leverage decades of local agency best-practice GIS experience and a partnership with Esri to support Suisun City's GIS needs. We are also ready to leverage our experience with Solano County GIS services and datasets, including experience with the "Addressor" address maintenance tool. Our team is comprised of differing GIS skills sets and billing rates to match Suisun City's unique GIS required tasks and budgeting constraints.

Additionally, we have a broad set of experience and expertise to offer IT and GIS services beyond the scope outlined below for any new or special projects. In these instances, we will collaborate with you to develop a budget to ensure they meet your time and cost expectations.

Project Background

The City uses an Esri based ArcGIS Enterprise platform to support a variety of departmental mapping needs. These include new integrations with Tyler Technologies EPL and EAM systems. These integrations have put the City's GIS platform in a key position to support the successful implementation and continuing use of the enterprise permitting and asset management systems.

A recently implemented ArcGIS Enterprise system has been installed with an early focus on GIS integration content/services related to EnerGov (EPL). An older ArcGIS Server platform is still in place and needs to be retired. A portion of this scope of work will focus on migrating content and services from the older platform to the new ArcGIS Enterprise architecture.

To sustain and grow the GIS platform as a reliable business critical solution, the City is seeking contract GIS support. The broader categories of GIS support will focus on the following:

1. Migration of older WebGIS applications to new ArcGIS Enterprise Portal.
    a. Publishing GIS services in the new ArcGIS platform
    b. New WebGIS applications in ArcGIS Portal
    c. Decommission the older ArcGIS Server
2. Develop automated workflows for parcel and address datasets with Solano County.
3. Work with Solano County and Suisun City to begin using the "Addressor" address maintenance application.
4. Support GIS integration requirements for the Tyler Enterprise Asset Management (EAM) system.
    a. Asset data review and design changes.
    b. Publish new GIS services to be consumed by Tyler EAM.
5. Ongoing GIS integration support with EnerGov – New GeoRules, troubleshooting, etc.,
6. GIS data maintenance for additional layers not including parcels and addresses.
7. General GIS support requests.
8. Standard Operating Procedure and Documentation

Scope of Work

Mark Dumford (GIS Project Manager) will function as the key point of contact for Infinity Technologies and will coordinate work effort with the City. Scope of Work tasks will be assigned to different various GIS support staff depending on the level of complexity and matching skills sets. This ensures that work can be completed in a timely manner and within budget.

All work will be tracked in Basecamp, a cloud-based project management and collaboration tool. This portal can be shared with key points of contact at the City for review and progress tracking purposes.

Infinity Technologies proposes to provide GIS support to accomplish the following tasks:

TASK 1. Migration from older ArcGIS Server to new ArcGIS Enterprise platform

This task will focus on moving any content and services from the older GIS platform.

A. Migration of older WebGIS applications to new ArcGIS Enterprise Portal
    1) Publishing GIS services in the new ArcGIS platform

2) Develop new staff WebGIS applications in ArcGIS Portal
3) ArcGIS Portal Administration and Single Sign On setup
4) Decommission the older ArcGIS Server

TASK 2. Automated Workflows for Parcel and Address Data Sourced from Solano County

A. Design and develop automated routines to download, inspect, process, and load address and parcel data from Solana County GIS.
   1) Code will be written in Python and SQL tools.

   2) Timing for running code will be determined through research with City staff, Tyler support, and Solano County GIS.
      a. Functionality will include tests for data integrity and email notifications.
      b. Routines will be run through Task Scheduler
      c. Updated parcel and address data will be loaded into the production Suisun City GIS database.

TASK 3. Work with the regional "Addressor" Address Maintenance Application

A. Working with Solano County GIS staff, Infinity Technologies GIS staff will either train City staff on the use of the "Addressor" or Infinity Technologies will directly use the "Addressor" to maintain city addresses.
   1) Infinity Technologies GIS staff will facilitate meetings with Solano County GIS staff and key Suisun City staff to introduce the "Addressor" and seek direction on the best approach to the city's use of the application.
   2) Infinity Technologies GIS staff will support any major cleanup initiatives of the Master Address Database that may be required.

TASK 4. GIS Integration Support of Tyler Enterprise Asset Management (EAM)

A. Infinity Technologies GIS staff will work with Public Works staff to review and update *existing* GIS asset data for quality and completeness.
B. Infinity Technologies GIS staff will review and recommend any required database design changes to *existing* Public Works GIS asset data. This may include an asset ID design. Infinity Technologies GIS staff will implement the agreed upon asset ID standard.
C. Infinity Technologies GIS staff will work with Public Works to identify a limited number of high priority assets to capture that are not already part of the GIS data. Work will include designing solutions to capture asset information using Field Maps.
D. Infinity Technologies GIS staff will public GIS services containing GIS asset features to be integrated with Tyler EAM.

TASK 5. Ongoing GIS Integration Support with EnerGov (EPL)

A. Ongoing GIS support will be required to sustain a successful and stable GIS integration with EnerGov (EPL). This may include monitoring primary GIS services integrated with EnerGov, adding new GeoRule layers, and modifying the display map with cartographic improvements.

TASK 6. GIS Data Maintenance (not including parcels and addresses)

A. Quality updated GIS layers are the cornerstone of a successful GIS that City staff can rely on to help with everyday decision making. It has been several years since any GIS resources were dedicated to maintaining important City GIS data layers. Infinity Technologies' GIS staff will:

1) Work with the City to identify key GIS layers that require data maintenance work.
2) Work with City staff to discover sources of information to assist in the data update process.
3) Use ArcGIS Pro to perform regular updates to key GIS layers. Layers may include Public Works assets, Utility assets, Fee districts, Planning-related data, etc.,

TASK 7. General GIS Support

A. GIS support services will also include responding to any GIS requests for mapping products, analysis, reporting, new WebGIS applications, and new data development.

1) Infinity Technologies' GIS staff will perform work tasks while logged into the City's network using the City's Esri licenses.

TASK 8. Documentation

A. Infinity Technologies' GIS staff will develop standard operating procedure (SOP) and other documentation to describe the following:

1) GIS data layers metadata
2) GIS workflows and solutions
3) Backend GIS architecture

INFINITY TECHNOLOGIES

Consulting Services – Estimated Costs

Infinity Technologies will provide GIS Support Services as detailed below.

GIS SUPPORT SERVICES

Task	Estimated Costs
Task 1. ArcGIS Server Migration	$5,000
Task 2. Automated Workflows	$3,500
Task 3. Address Maintenance – "Addressor"	$5,000
Task 4. GIS Integration with Tyler EAM	$5,000
Task 5. GIS Integration with EnerGov (EPL)	$5,000
Task 6. GIS Data Maintenance	$5,000
Task 7. General GIS Support	$6,000
Task 8. Documentation	$2,000
Total Annual Cost:	**$36,500**

GIS Staff/Hourly Rate Schedule

Hourly rates for GIS staff are included below and are inclusive of travel and other related expenses.

GIS CLASSIFICATION	HOURLY RATE ($) REMOTE	HOURLY RATE ($) ON-SITE
Project Manager	150	165
Enterprise GIS Architect	140	155
Senior GIS Analyst	140	150
GIS Analyst II	120	130
GIS Analyst I	115	125
Senior GIS Technician	110	120
GISTechnician II	100	110
GIS Technician I	100	110

AGENDA ITEM NO. 17

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-__: Authorizing the Mayor to Send a Letter in Support of Greenbelt Alliance's Proposal to the Environmental Protection Agency's (EPA) San Francisco Bay Water Quality Act Improvement Fund.

FISCAL IMPACT: There will be no fiscal impact from this action.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: Since 2008, EPA has administered the San Francisco Bay Water Quality Improvement Fund (SFBWQIF) competitive grant program. In November 2021, President Biden signed the Infrastructure Investment and Jobs Act (IIJA), also referred to as the Bipartisan Infrastructure Law (BIL), which broadens the U.S. Environmental Protection Agency's (EPA) reach and focus under the San Francisco Bay Water Quality Improvement Fund (SFBWQIF) over a five year period. The BIL specifically expands the SFBWQIF to focus on inequities in the access to Federal funding and implementation of projects and climate resilience in underserved communities. It provides additional funding to advance the Biden Administration's goal of investing in America's infrastructure and delivering environmental and public health benefits for communities with environmental justice (EJ) concerns, that is, communities adversely and disproportionately affected by environmental, climate and human health harms or risks. The purpose of this RFA is to expand water quality restoration efforts in underserved communities and build regional resilience to climate change stressors through funding of efforts and partnerships within historically underserved communities (i.e., economically underserved or other populations with disproportionate exposure to environmental harm).

STAFF REPORT: This project aims to enhance the water quality and environmental sustainability of the San Francisco Bay area, and the Greenbelt Alliance's proposal aligns with the city's commitment to environmental preservation and sustainable development.

The Greenbelt Alliance, a renowned nonprofit organization dedicated to protecting open spaces and promoting smart growth in the Bay Area, has submitted a comprehensive proposal to the EPA's San Francisco Bay Water Quality Act Improvement Project. The proposal outlines a range of initiatives aimed at improving water quality, preserving wetlands, and enhancing the overall ecological health of the San Francisco Bay region.

The EPA's approval of this project will result in direct support for developing local climate justice champions and expanding their capacity to collaborate on multi-benefit projects to protect the health and vitality of the San Francisco Bay ecosystem. Additionally, this program will serve as a pilot program that can be implemented in other Environmental Justice (EJ) communities around Solano County and beyond. This is not a stand-alone effort, but rather a necessary departure from the 'top-down' community engagement processes that have been unable to successfully address the needs of vulnerable communities and identify resilience strategies that can address root causes of inequity and move forward with local buy-in.

Based on the alignment of GreenBelt Alliance's FY23 EPA SFBWQIF-BIL proposal with Suisun City's goals and objectives, the Environment and Climate Committee supports this proposal. The project's focus on ecosystem restoration, watershed management, climate resilience, and community engagement is in line with our commitment to environmental sustainability, climate action, and water quality improvement.

STAFF RECOMMENDATION: It is Recommended that the City Council Adopt Resolution No. 2023-__: Authorizing the Mayor to Send a Letter in Support of Greenbelt Alliance's Proposal to the Environmental Protection Agency's (EPA) San Francisco Bay Water Quality Act Improvement Fund.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__: Authorizing the Mayor to send a Letter in Support of Greenbelt Alliance's Proposal to the EPA San Francisco Bay Water Quality Act Improvement Fund.
2. Letter of Support

PREPARED BY:	Alma Hernandez, Mayor
REVIEWED BY:	Kris Lofthus, Deputy City Manager
APPROVED BY:	Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. Resolution Authorizing the Mayor to Send a Letter in Support of Greenbelt Alliance's Proposal to the EPA.pdf
2. Letter of Support.pdf

RESOLUTION NO. 2023 - ____

A RESOLUTION OF THE CITY COUNCIL OF SUISUN CITY AUTHORIZING THE MAYOR TO SEND A LETTER IN SUPPORT OF GREENBELT ALLIANCE'S PROPOSAL TO THE ENVIRONMENTAL PROTECTION AGENCY'S (EPA) SAN FRANCISCO BAY WATER QUALITY ACT IMPROVEMENT FUND

WHEREAS, the San Francisco Bay and its surrounding ecosystem are of significant ecological, economic, and cultural importance, providing essential habitat for diverse species, supporting local economies, and offering recreational opportunities for millions of residents and visitors; and

WHEREAS, the water quality of the San Francisco Bay is essential for the well-being of both human and natural communities, and maintaining and improving its quality is crucial for the long-term sustainability of the region; and

WHEREAS, Greenbelt Alliance, a reputable environmental organization dedicated to preserving open spaces, safeguarding natural resources, and advocating for sustainable land use practices, has proposed a comprehensive plan to the Environmental Protection Agency (EPA) San Francisco Bay Water Quality Act Improvement Fund; and

WHEREAS, Greenbelt Alliance's proposal aims to address critical water quality issues in the San Francisco Bay by implementing innovative strategies that focus on reducing pollution, restoring natural habitats, improving stormwater management, and enhancing the resilience of coastal areas; and

WHEREAS, the EPA San Francisco Bay Water Quality Act Improvement Fund plays a pivotal role in supporting initiatives aimed at protecting and enhancing the water quality of the San Francisco Bay, and additional funding would enable the implementation of more effective and comprehensive projects.

NOW, THEREFORE, the City Council of the City of Suisun City, Authorizes the Mayor to Send a Letter in Support of Greenbelts Alliance's Proposal to the EPA San Francisco Bay Water Quality Act Improvement Fund.

PASSED AND ADOPTED by the following vote at a regular meeting of the City Council of the City of Suisun City duly held on the 18th day of July 2023:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members**:**	_____

WITNESS my hand and the seal of said City this 18th day of July 2023.

_____
Anita Skinner
City Clerk

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

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

CITY OF SUISUN CITY

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

July 18, 2023

US EPA Region 9 (WTR-2-2)
75 Hawthorne
San Francisco, CA 94105

RE: Support for Greenbelt Alliance's FY23 EPA SFBWQIF-BIL proposal

To whom it may concern,

The City of Suisun City would like to express our support for Greenbelt Alliance's proposal to EPA's San Francisco Bay Water Quality Improvement Fund (BIL) to work in partnership with Sustainable Solano to develop a Fairfield-Suisun Climate Leadership Program. The proposed program's goal to support local leaders from under-represented populations and environmental justice communities in developing the skills, knowledge, and partnerships necessary to advance local climate resilience solutions will allow for greater access and representation in future planning processes and adaptation efforts. This proposed work will not only support the City of Suisun City in advancing our mission of environmental education but will also advance broader regional goals outlined in the 2022 Estuary Blueprint, aka the Comprehensive Conservation Management Plan.

Sustainable Solano and Greenbelt Alliance together make a strong and capable team that has a proven track record in collaborating with local partners in Fairfield and Suisun, facilitating knowledge-sharing programs, fostering sustainable long-term partnerships with public, private, and community-based partners, and applying their expertise in building climate resilience.

The EPA's approval of this project will result in direct support for developing local climate justice champions and expanding their capacity to collaborate on multi benefit projects to protect the health and vitality of the San Francisco Bay ecosystem. In addition, this program will serve as a pilot program that can be implemented in other EJ communities around Solano County and beyond. This is not a stand-alone effort, but instead, a necessary departure from top-down community engagement processes that have been unable to successfully address the needs of vulnerable communities and identify resilience strategies that

can address root causes of inequity and move forward with local buy-in. We urge EPA to fund this important project.

Sincerely,

Alma Hernandez
Mayor

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AGENDA ITEM NO. 18

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on June 20, 2023 and June 27, 2023.

FISCAL IMPACT: None

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: Pursuant to Government Code 40801, the City Clerk shall keep an accurate record of the proceedings of the City Council meetings. City Council minutes are prepared in a manner consistent with the intent of the Government Code. Minutes provide a record of when and where the meeting took place, type of meeting, and report any action taken, including the vote of each member of the City Council.

STAFF REPORT: The minutes of the City Council, Suisun City Council Acting as Successor Agency, and Housing Authority meetings held on June 20, 2023 and June 27, 2023, are submitted for review and approval.

STAFF RECOMMENDATION: Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on June 20, 2023 and June 27, 2023.

DOCUMENTS ATTACHED:

1. Minutes - June 20, 2023 Regular Council-Successor Agency-Housing Authority Meeting
2. Minutes - June 27, 2023 Special Closed Session Meeting
3. Minutes - June 27, 2023 Regular Council-Successor Agency-Housing Authority Meeting

PREPARED BY: Anita Skinner, City Clerk
REVIEWED BY: Anita Skinner, City Clerk
APPROVED BY: Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. Minutes - June 20, 2023 Regular Council - Successor Agency - Housing Authority Meeting.pdf
2. Minutes - June 27, 2023 Special Closed Session Meetng 430 pm.pdf
3. Minutes - June 27, 2023 Regular Counci l- Successor Agency - Housing Authority Meeting.pdf

MINUTES

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

TUESDAY, JUNE 20, 2023

6:30 PM

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

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NOTICE:

Pursuant to Government Code Section 54953(b) the following City Council meeting includes teleconference participation by:

- *Councilmember Amit Pal from: Holiday Inn, No. 85 Zhanjing Road Bao'am District, Shenzhen 518101 China*

CITY COUNCIL MEETINGS ARE HELD IN-PERSON
PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: ***886 6725 7213***
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. – 801)
(Next City Council Res. No. 2023 – 69)
Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 05)
(Next Housing Authority Res. No. HA2023 – 01)

Mayor Hernandez stated a change to the agenda and Item #23 would be heard before the Public Hearings.

ROLL CALL

Mayor Hernandez called the meeting to order at 6:49 pm with the following Council Members present:
PRESENT: Dawson, Hernandez, Osum, Pal, Washington
ABSENT: None

Pledge of Allegiance as led by Council Member Dawson.
Invocation was given by City Manager Greg Folsom.

CONFLICT OF INTEREST NOTIFICATION

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

Council Member Pal has a conflict on Item #23.
Council Member Dawson has a conflict on Item #10.

REPORTS (Informational items only.)

1 City Manager Update - (Folsom: gfolsom@suisun.com).

- Council meeting on 6/27 but not on 7/4.
- No school tripper for summer school but can call for door to door service.
- STA has approved 3 more micro transit busses.
- Dinner and movies in the park begin this Friday,

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

2 Presentation of Award for "The Key to the City of Suisun City" for Support of Our Community - (Hernandez: ahernandez@suisun.com).

Mayor Hernandez read the background info on Mr. Ramos and the award was presented by Council Member Pal to Anthony "Sonny" Ramos.
Mr. Ramos thanked Council and invited everyone to come to Train 4 Life.

Council Members congratulated him for all he has done.

3 Proclamations (not presented) - (Hernandez: ahernandez@suisun.com)

a. Proclamation Proclaiming June 19, 2023, as Juneteenth.

Mayor Hernandez read proclamation and it was presented by Vice Mayor Washington to event organizers David Knott, Nikila Gibson and Larry Bluford.

Council Members thanked them for their efforts in the community.

Council Member Pal's commented he would like to have the youth commission conversation brought back on a future agenda.

b. Proclamation Proclaiming the 60th Anniversary of Mount Calvary Baptist Church.

Mayor Hernandez stated this proclamation would be presented at the Church's 60th anniversary celebration on June 25th.

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.)

Steve Olry, George Berket, Michelle Chavez, Donna LeBlanc, Eric Vera, George Guynn, Richard Giddings, Lilia Dardon, James Berg, Lito Santos and Wayne Day spoke on the homelessness, liquidating city assets, structural deficit, continued loss of police staff, obtaining a local attorney firm, Measure S and obtaining new city auditors.

COUNCIL COMMENTS

4 Council/Board Member Updates.

Council Member Pal asked to have the youth commission discussion placed on a future agenda for discussion.

Council Member Osum commented on questions he has received from the business community and the hard work ahead of the council on the budget.

Vice Mayor Washington commented and thanked the Public Works and Fire Departments for the quick response in the tall grass along the canal; as a delegate attended a recent ABAG meeting; developer Wiseman Company has returned to Suisun City; thanked the IT department for all they do behind the scenes so virtual meetings can be held; met with Supervisor Wanda Williams to advocate for Suisun City.

Mayor Hernandez commented she attended the STA board meeting and the transportation hub is moving forward and will be located behind the new STA building on Main Street; Wiseman Company held their open house at One Harbor Center; 6/27 STA hosting California State Transportation Commission; attended Board of Supervisors meeting on Travis AFB overlay, no development unless it aligns with the needs of Travis fb; homelessness, federal law changed on how they can be housed and are working on solving the issue; Suisun city IS settling old items, one recently settled was 10 years old which is part of the higher attorney fees.

CONSENT CALENDAR

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

City Council

5 Council Adoption of Resolution No. 2023-69_: Approving a Third Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Employees' Association Effective July 1, 2021, through June 30, 2023, to Amend MOU Provisions to Restore Leave Accrual Caps - (Penland: cpenland@suisun.com).

6 Council Adoption of Resolution No. 2023-70: Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Firefighters' Association Effective July 1, 2022, through June 30, 2023, to Amend MOU Provisions to Restore Leave Accrual Caps - (Penland: cpenland@suisun.com).

7 Council Adoption of Resolution No. 2023-71: Approving a Third Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Police Officers' Association Effective July 1, 2021, through June 30, 2023, to Amend MOU Provisions to Restore Leave Accrual Caps - (Penland: cpenland@suisun.com).

8 Council Adoption of Resolution No. 2023-72: Amending and Restating the Schedule of Compensation and Benefits for Unrepresented Employees - (Penland: cpenland@suisun.com).

9 Council Adoption of Resolution No. 2023 - 73: Authorizing the City Manager to Enter into a Lease Agreement on the City's Behalf with Caltronics Business Systems for the Citywide Multi-Function Copier Leasing and Maintenance Contract - (Vue: nvue@suisun.com).

10 Council Adoption of Resolution No. 2023-74: Authorizing the City Manager to Request that the Metropolitan Transportation Commission Allocate Fiscal Year 2023-2024 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding to the City for the Driftwood Drive Path Gap Closure Project - (Vue: nvue@suisun.com).

11 Council Adoption of Resolution No. 2023-75: Authorizing the City Manager to execute a lease agreement with Flock Group Inc., or its assignee, for Automated License Plate Readers (ALPRs) over a five-year period - (Roth: aroth@suisun.com).

12 Council Adoption of Resolution No. 2023-76: Authorizing the Mayor to send a letter in opposition to AB 1637 (Irwin) - (Folsom: gfolsom@suisun.com).

13 Council Adoption of Resolution No. 2023-77: Declaring its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes (Meridian West) - (Vue: nvue@suisun.com).

14 Council Adoption of Resolution 2023-78: A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein (Tractor Supply Co.) - (Vue: nvue@suisun.com).

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

15 Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on June 20, and June 27, 2023 – (Skinner: clerk@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

16 Accept the Investment Report for the Quarter Ending March 31, 2023 - (Luna: eluna@suisun.com).

17 Council/Agency Approval of May 2023 Payroll Warrants in the Amount of $626,670.43 and Council/Agency Approval of the May 2023 Accounts Payable Warrants in the Amount of $2,397,092.10 - (Finance).

PUBLIC COMMENTS

ITEM #5

George Guynn, Donna LeBlanc, Lillian Dardon, Herbert Dardon, James Berg, George Berket, Steve Olry, Ruth Forney, Michelle Garcia voiced concerns regarding the leave cap.

ITEM #6
George Guynn, James Berg spoke on the inefficiencies in the Fire Department and stated approving MOU's should wait until budget is passed.

ITEM #7
George Guynn commented this item needs to wait till budget is passed.

ITEM #8
George Guynn again commented needs to wait till budget is passed, Donna LeBlanc stated citizens are asking the council not to vote on this item; Herbert Dardon commented city needs make sure police and fire have everything they need and city manager needs a cap and pay needs to be based on performance.

ITEM #9
Donna LeBlanc asked why are we not using technology? No to this contract.

ITEM #10
Donna LeBlanc voiced concerns about safety issues for the Driftwood Drive Path.

ITEM #11
Herbert Dardon, Russell Dorsey, Laura Dorsey, James Berg commented what we have now is sufficient; need tools that bring income; not something to invest in at this time; need to have transparency and evidence to back up this purchase.

ITEM #14
George Guynn, Herbert Dardon, Michelle Chavez commented and asked how the CFD will help the city by approving this annexation.

Mayor Hernandez pulled Items 5 and 11.
Council Member Pal pulled Items 6,7 and 8.

Motion by Council Member Pal to approve Consent Calendar Items 9, 10, 12, 13, 14, 15, 16, 17 and seconded by Council Member Dawson. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: Dawson, conflict on Item 10.

ITEM # 5,6,7,8

Christina Penland explained the accrual caps and what led to the high accruals.

Motion by Council Member Dawson to approve Consent Calendar Items 5,6,7,8 and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Washington
NOES Pal
ABSENT: None

ITEM #11
Chief Roth responded to public comments and additional clarifying questions by the council.

Motion by Council Member Dawson to approve Consent Calendar Item 11 and seconded by Council Member Pal. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

GENERAL BUSINESS

23 **HEARING:**
Council Adoption of Resolution No. 2023-79: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California - (Deol: ldeol@suisun.com).

Director Deol presented the staff report.

PUBLIC COMMENT
Scott Connell asked questions about the process of the liens and Katrina Garcia commented the contract should be amended to not allow names be made public.

Motion by Vice Mayor Washington to adopt the resolution and seconded by Council Member Osum. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Washington
NOES: None
ABSENT: Pal due to conflict on this item.

Motion by Council Member Dawson to continue with Items 18, 19 and 22 with Items 20 and 21 to be open Public Hearing, take any comments and continue to a future date and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

PUBLIC HEARING

City Council

18 Conduct a Public Hearing, Approve Final Engineer's Report, and Order the Levy and Collection of Assessments for Maintenance Assessment Districts: - (Vue: nvue@suisun.com).

a. Council Adoption of Resolution No. 2023-80: Amending and/or Approving the Final Engineer's Annual Levy Reports for the Suisun City Maintenance Assessment Districts for FY 2023-24; and
b. Council Adoption of Resolution No. 2023-81: Ordering the Levy and Collection of Assessments within the Suisun City Maintenance Assessment Districts for FY 2023-24.

Director Vue presented the staff report. He stated the city hosted a Q&A on June 8, both in person and on line. Consultants Greg Davidson and Melissa Ellico were available to answer questions.

Mayor Hernandez opened the Public Hearing.

James Berg and Donna LeBlanc expressed concerns about the fees being collected not being enough to cover expenses; disparity between the districts; should abolish them and start over and make them equal for everyone.

There being no further comments Mayor Hernandez closed the Public Hearing.

Council asked additional clarifying questions.

Motion by Council Member Dawson to approve Engineers Report and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

19 Conduct a Public Hearing, Approve Final Engineer's Report, and Order the Levy and Collection of Assessments for the McCoy Creek Parking Benefit Assessment District: - (Vue: nvue@suisun.com).

a. Council Adoption of Resolution No. 2023-82: Amending and/or Approving the Final Engineer's Annual Levy Report for the McCoy Creek Parking Benefit Assessment District for FY 2023-24; and
b. Council Adoption of Resolution No. 2023-83: Ordering the Levy and Collection of Assessments within the McCoy Creek Parking Benefit Assessment District for FY 2023-24.

Mayor Hernandez opened the Public Hearing
There were no comments.
Mayor Hernandez closed the Public Hearing

Motion by Mayor Hernandez to approve Engineers Report and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

20 Council Introduction and Waive Reading of Ordinance No. ___: Repealing and Replacing Chapter 12.12 (Park and Recreation Facilities) of Title 12 (Streets, Sidewalks and Public Places) of the Suisun City Municipal Code - (Public Hearing Continued from May 2, 2023) - (Lofthus: klofthus@suisun.com).

21 Council Introduction and Waive Reading of Ordinance No. ___: Adopting the 2022 California Building Standards Code (Suisun City Municipal Code Title 15 Building and Construction) - (Bermudez: jbermudez@suisun.com).

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

22 Adoption of the Fiscal Year 2023-24 Annual Budget - (Deol: ldeol@suisun.com).

a. Council Adopt Resolution No. 2023-__: Adopting the Annual Budget for the Fiscal Year 2023-24; and
b. Agency Adopt Resolution No. SA 2023-__: Adopting the Annual Budget for the Fiscal Year 2023-24; and
c. Authority Adopt Resolution No. HA 2023-___: Adopting the Annual Budget for the Fiscal Year 2023-24; and
d. Council Adopt Resolution No. 2023-__: Adopting the Appropriations Limit for Fiscal Year 2023-24; and
e. Council Adopt Resolution No. 2023-__: Adopting an Annual Update of the Master Fee Schedule.

Finance Director Deol presented the budget report.

Council asked clarifying questions.

Mayor Hernandez opened the Public Hearing

Herbert Dardon, George Guynn, Donna LeBlanc, Steve Olry, Katrina Garcia, James Berg, Michelle Chavez commented on roads, dredging, doing away with staff positions, reviewing the budget further and making more cuts.

There being no further comments the mayor closed the Public Hearing.

Director Deol, Assistant City Manager Lofthus and City Manager Folsom responded to questions.

There was continued council discussion.

Motion by Council Member Dawson to continue this item to next Tuesday with approving the Fire Departments allocation for the bathroom and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

Motion by Council Member Dawson to move this item to next Tuesday giving everyone additional time to consider other options to reduce expenses and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

Motion by Council Member Dawson to not bring back the Senior Center at this time and seconded by Council Member Pal. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

Item #20
Mayor Hernandez opened the Public Hearing and hearing no comments continued to date uncertain.

Item #21
Mayor Hernandez opened the Public Hearing and hearing no comments continued to date uncertain

City Council

REPORTS: (Informational items only)

24 Non-Discussion Items.

ADJOURNMENT
There being no further business the meeting was adjourned at 12:24 am.

_____
Anita Skinner, City Clerk

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, JUNE 27, 2023

4:30 PM

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

CITY COUNCIL MEETINGS ARE HELD IN-PERSON
PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: **821 3426 7235**
CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@SUISUN.COM (PRIOR TO 2 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.)*

ROLL CALL

Mayor Hernandez called the meeting to order at 4:35 pm with the following Council Members present:
PRESENT: Dawson, Hernandez, Osum, Washington
ABSENT: Pal (arrived at 4:42 pm)

CONFLICT OF INTEREST NOTIFICATION None

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

PUBLIC COMMENT None

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

CLOSED SESSION

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

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

2 CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:
Unrepresented Employees;
SCEA (Suisun City Employees' Association);
SCMPEA (Suisun City Management and Professional Employees' Association);
SCPOA (Suisun City Police Officers Association);
SCPFA IAFF (Suisun City Professional Firefighters' Association); Temporary/Part-Time Employees.

Council entered into closed session at 4:36pm.

CONVENE OPEN SESSION

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

ADJOURNMENT

There being no further business the meeting was adjourned at 6:33 pm.

_____

Anita Skinner, City Clerk

MINUTES

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

TUESDAY, JUNE 27, 2023

6:30 PM

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

CITY COUNCIL MEETINGS ARE HELD IN-PERSON
PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: 827 9710 3039
CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6 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. – 801)
(Next City Council Res. No. 2023 – 84)
Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 05)
(Next Housing Authority Res. No. HA2023 – 01)

Mayor Hernandez reported that Council Member Pal at arrived at 4:42pm for the closed session which ended at 6:33pm with two items to report out.
Fire Chief is currently doing additional findings and will report during the departments annual report next month. Council will begin the City Manager evaluation process which includes an ad hoc that will be reviewing part of the evaluation form and the ad hoc will be the Mayor and Vice Mayor.

ROLL CALL

Mayor Hernandez called the meeting to order at 6:47pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Osum, Pal, Washington
ABSENT: None

Pledge of Allegiance was led by Council Member Pal.
Invocation was given by City Manager Greg Folsom.

CONFLICT OF INTEREST NOTIFICATION

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

Council Member Pal has a conflict with Item #7 MCE.

REPORTS (Informational items only.)

1 City Manager Update - (Folsom: gfolsom@suisun.com).

- No meeting 7/4
- National Night Out on 8/7 and if you wish to participate with a block party contact Commander Henderson.

PRESENTATION/APPOINTMENTS NONE

(Presentations, Awards, Proclamations, Appointments).

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.)

Donna Le Blanc thanked Fire Chief Lopez for speaking at the Neighborhood Watch meeting, sale booths for safe and sane fireworks open tomorrow.

Steve Olry requested Council do a for RFP for a new city attorney; feels city is not taking advantage of matching funds that are available for crosswalks; all council members should participate in the city manager's evaluation.

George Guynn commented general items not getting fixed and becoming more expensive when we do, need to charge more for fireworks violations; commented on public comment time being cut; all council should do city manager evaluation.

James Berg commented about the time for public comments being a slap in face when people received proclamations are allowed 10 minutes; Public Works using public funds for taking home vehicles; evaluation should be a full council; why is there no signature from the law firm on their contract.

Katrina Garcia commented on the marketing of the city; Suisun app is not allowing same info as website; no pic of Council Member Pal and no info at all for Council Member Osum.

Robert Terris commented on homeless encampment on Railroad and Sunset Avenues is getting worse; does the city have plans to create a homeless center and the site would be ideal.

Michelle Chavez commented the problems on Humphrey are getting worse and asked the council to take a drive to see the issues; trash, people camping out, house after house with tall weeds; cant impress on them how depressing it is.

COUNCIL COMMENTS

2 Council/Board Member Updates.

Council Member Dawson thanked the Fire Department and their PSA's; a thank you to Dr. Clayburn Lee, Jr. for the invite to their 60th Anniversary for Mt. Calvary Church; a timeline request or update on Heritage Park and homeless encampment abatement.

Council Member Pal thanked residents, Public Works, Fire Dept. regarding their quick response on a recent water leak, Public Works for response to a fallen tree in Lawler Ranch; thanked Mt. Calvary Church for a great celebration; toured Solano County Water District; two residents for their help in the

water rescue and if there is a way to recognize them; Code Enforcement and Police Dept. out on Humphrey Dr. tomorrow, if possible, to evaluate and determine what can be done; Heritage Park update.

Council Member Osum thanked Public Works Dept. for cleaning up the senior center; messages from residents where PGE have done some digging up and it is now worse driving the roads; messages on MCE that he will report on later in the meeting

Vice Mayor Washington spoke on issues on grass that were resolved by Fire and Public Works and thank you to everyone who reaches out to the Council with their concerns; Craft and Cork is under new ownership and great job in bringing people to downtown; thank you to the USAF for the invite to the 60th Operating Group change of command; shout out to Sewer District Plant of the Year, toured the new Lawler Apts.; oil change, coming; Starbucks and Tractor Supply coming soon.

Mayor Hernandez thanked everyone for being in attendance; Council does listen to comments and many of us follow up on a one on one; thank you to City Manager and Fire from a resident regarding an issue with weed abatement; incident with a veterinary business at the Heritage shopping center; supporting and taken care of her needs; tomorrow California Transportation Commission, is having their conference here in the city; requested weed abatement schedule to council

CONSENT CALENDAR

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

City Council

3 Council Adoption of Resolution No. 2023-84: Approving a Fourth Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Management & Professional Employees' Association (SCMPEA) Effective July 1, 2021 through June 30, 2023 to Enforce Leave Caps - (Penland: cpenland@suisun.com).

4 Council Adoption of Resolution No. 2023-85: Approving the Memorandum of Understanding (MOU) with the Suisun City Employees' Association (SCEA) and Authorizing the City Manager to Execute it on Behalf of the City - (Penland: cpenland@suisun.com).

5 Council Adoption of Resolution No. 2023-86: Authorizing the City Manager to execute a contract agreement with the Sacramento Regional Fire Museum to store and display an 1857 S.R. Spinney Hand Pumper owned by the Suisun City Fire Department - (Lopez: bllopez@suisun.com).

6 Council Adoption of Resolution No. 2023 - 87: Approving and Authorizing the City Manager to Execute a Lease Agreement with Mama Laine's Café to Operate a Food Service Business at 177 Main Street, Suisun City, California, Commonly Known as the Suisun City Train Depot - (Bermudez: jbermudez@suisun.com).

Council Member Pal pulled Item #6

Items 3, 4,
George Guynn commented that something needs to be done about the caps and hopes the item will be held off till budget is passed.

Item #5
Concerned about hand pumper being stored in Sacramento and will have to pay for storage, city should find someplace closer to store it and make it something to attract people to Suisun.

Thomas Kamin gave a brief history on Spinney.

Motion by Council Member Dawson to approve Consent Calendar Items 3,4 and 5 and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

Item #6
Council Member Pal had clarifying questions. Thanked the new operators for taking interest, personally feels the contract is a good one and wishes them much success and thanked them for their patience through the process.

PUBLIC COMMENT
George Guynn asked if the city owns the building and how much will the city get out of the contact.

Principal Planner Kearns gave a brief summary on the process and the contract.

Motion by Council Member Dawson to approve Consent Calendar Item #6 and seconded by Mayor Hernandez. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

PUBLIC HEARING

City Council

7 Public Hearing: Marin Clean Energy, Community Choice Aggregation (CCA) - (Folsom: gfolsom@suisun.com). **(Recommend Continuance to Date Uncertain).**

a. Council Waive Reading and Introduction of Ordinance No.___: Approving the Marin Clean Energy Joint Powers Agreement and Authorizing the Implementation of a Community Choice Aggregation Program; and

a. Council Adoption of Resolution No. 2023-___: Requesting Membership in Marin Clean Energy, Authorizing the Mayor to Execute the Memorandum of Understanding with Marin Clean Energy, and Authorizing the City Manager, or Designee, to Execute other Documents to Initiate Membership in Marin Clean Energy.

Mayor Hernandez opened the Public Hearing.

Clerk Skinner read emails received in opposition to MCE from Sheila Rose and Ben and Diann Tenty.

Lelia Dardon, George Guynn, Herbert Dardon, Nancy Stiltz, Rudy Recile, Robert Thomas, Joann Piyarnik, James Berg, Katrina Garcia, Russell Dorsey, Michelle Chavez all spoke in opposition to MCE.

Steve Federle and Dr. Bonnie Hamilton spoke in support of MCE.

Council Member Osum left dais 8:09pm returned at 8:11pm

There being no further comments Mayor Hernandez continued the Public Hearing to a date uncertain.

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

8 Adoption of the Fiscal Year 2023-24 Annual Budget - (Deol: ldeol@suisun.com).

a. Council Adopt Resolution No. 2023-88_: Adopting the Annual Budget for the Fiscal Year 2023-24; and
b. Agency Adopt Resolution No. SA 2023-05: Adopting the Annual Budget for the Fiscal Year 2023-24; and
c. Authority Adopt Resolution No. HA 2023-02: Adopting the Annual Budget for the Fiscal Year 2023-24; and
d. Council Adopt Resolution No. 2023-89: Adopting the Appropriations Limit for Fiscal Year 2023-24; and
e. Council Adopt Resolution No. 2023-90: Adopting an Annual Update of the Master Fee Schedule.

City Manager Folsom gave a presentation on the history of the city for financial challenges; structural deficit and what is being done to correct the structural deficit

Ms. Deol presented the budget

Public Works Director Vue gave a presentation on the equipment list proposed in the budget.

Mayor Hernandez opened the Public Hearing.

Jim Wise, George Guynn, James Berg, Donna LeBlanc, Karina Garcia and Michelle Chavez spoke on the budget asking clarifying questions.

There being no further comments Mayor Hernandez closed the Public Hearing.

Continued Council discussion with questions being answered by staff.

Vice Mayor Washington moved to adopt proposed budget and set up workshops as needed and seconded by Council Member Dawson. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Washington
NOES: Osum
ABSENT: None

GENERAL BUSINESS

City Council

9 Council Adoption of Resolution No. 2023-91: Amending the City of Suisun City Special Event Permit Application - (Lofthus: klofthus@suisun.com).

Assistant City Manager Lofthus gave the power point presentation and the proposed changes to the application process.

Council asked clarifying questions on signage, alcohol application process and streamlining the process; include BID contact information.

Council consensus to bring the sign ordinance forward for discussion on how and where an outside organization can advertise their event.

PUBLIC COMMENT

Donna LeBlanc, as an RPMA commissioner, urged Council to vote yes on this item.

Joe Joyce asked when does the signage go out to bid? How would outside organizations advertise their events?

Motion by Vice Mayor Washington to approve the Special Event Application process and seconded by Council Member Osum. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

Motion by Council Member Pal to continue with Agenda Item #10 and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington
NOES: None
ABSENT: None

10 Council Adoption of Resolution No. 2023-___: Establishing the Regular Date of the Suisun City Council Meetings - (Folsom: gfolsom@suisun.com).

Mr. Folsom gave a brief report on the pros and cons of changing the meeting Tuesdays from the 1st and 3rd to the 2nd and 4th Tuesday further stating that the city ordinance allows for council to meet every Tuesday.
Clerk Skinner read emails from Sheila Rose and Noma Cornwell opposing moving the meeting Tuesdays.

PUBLIC COMMENT

Donna LeBlanc commented that the only issue appears to be that Attorney Gerli has taken another position which meets on the same Tuesdays and maybe she should consider resigning; hopes the council will vote no.

George Guynn commented that if the attorney is not happy, she should resign; need to find another attorney which is local.

Steve Olry commented we need to get a local bid for city attorney

Michelle Chavez commented the benefits of moving dates would allow council members to attend other cities council meetings; some resident viewpoints were valid.

There was further Council discussion.

Motion by Vice May Washington to deny changing date and seconded by Council Member Pal. Motion passed by the following vote:

AYES: Dawson, Osum, Pal, Washington
NOES: None
ABSTAIN: Hernandez

REPORTS: (Informational items only)

11 Non-Discussion Items.

ADJOURNMENT
There being no further business the meeting was adjourned at 10:36pm.

_____
Anita Skinner, City Clerk

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AGENDA ITEM NO. 19

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023 - ___: Approving Site Plan/Architectural Review Permit (SP/AR 22-23-001) and Planned Unit Development Permit (PUD 22-23-001) for a 6,800 Square Foot Building on a Vacant 7,150 Square Foot Parcel Located South of Lotz Way Between Main Street and Harbor Center (APN 0032-061-390).

FISCAL IMPACT: The Successor Agency realized one-time revenues from their share of the property sale ($125,000). The project is required to annex into Community Facilities District No. 2 which off-sets the cost of police, fire, ambulance, etc. service generated from the project. One-time revenues will also be realized from the building permits for the project. Ongoing revenues will be dependent on the buildout of the project.

STRATEGIC PLAN: Develop Sustainable Economy; Ensure Fiscal Solvency.

BACKGROUND: The site is located on a 7,150 square foot property south of Lotz Way between Main Street and Harbor Center. The property was formerly a part of the Main Street West Development and Disposition Agreement (DDA) and was known as "Parcel 11". The DDA provided exclusive development rights to the master developer (Main Street West Partners). Following a settlement agreement between the Suisun City Successor Agency and Main Street West Partners, this property was offered through a Request for Proposals (RFP) process in which the applicant's proposal was selected.

The applicant, Dr. Preeti Nare has an existing dental practice on the 800 block of Main Street and has been seeking opportunities to construct a new building within the city which would better meet her growing needs. The project site area is approximately 7,150 square foot and is located on the south- east corner of Main Street and Lotz way. The proposed project would include a 4,563 square foot dental office building as well as future tenant space. The site is improved with asphalt pavement, parking, utilities, and landscape. The project site is surrounded by retail spaces to the west, professional offices to the south, hotels to the east and paved parking lot to the north. The project will have vehicular access from existing driveways at Harbor Center and Main Street and will use existing developed parking spaces through a shared access agreement with the One Harbor Center office building.

The exterior of building will be designed at a main building height of 20 feet and corner tower of 30 feet and it includes a combination of earthtone stucco finish, stacked stone veneer as a column accent, storefront glass and aluminum horizontal canopies.

There will be approximately eight full time employees on-site at any given time and the anticipated daily customers will be approximately 20-30 people.

A required Good Neighbor public meeting was hosted by the applicant on Saturday March 25, 2023. Surrounding property owners were sent notice of the meeting by first class mail. The Good Neighbor meeting notice and agenda, along with information about the project, were also posted on the Suisun City website.

The Planning Commission held a public hearing on Thursday June 28 to consider making a recommendation to the City Council. At that meeting, the Commission voted 4-0 with one abstention recommending City Council approval of the subject project. The Commission voted to add two additional conditions of approval which included a requirement to screen all rooftop mechanical equipment from public view as well as a requirement to replant any existing trees that would be removed as part of the project at a 1:1 ratio.

City Council meeting notices to affected property owners were sent by First Class mail on July 3, 2023, and the public hearing notice was published in the Daily Republic on July 7, 2023. As of the date of this staff report, no additional inquiries regarding this item had been received by City Staff.

STAFF REPORT: The project is located within the Waterfront District Specific Plan (designated as Downtown Waterfront) within the General Plan). Further, the site is zoned as Commercial/Office/Residential (C/O/R) within the Waterfront District Specific Plan. According to the Chapter 3 (Page 3-9) of the Waterfront District Specific Plan:

The C/O/R zone is envisioned to be developed with a mix of uses, including business/professional offices, retail commercial, dining, and entertainment uses. Offices and a hotel have already been established in this zone… Because of the unique character of the site and its strategic location, any proposed uses and development for all or any portion of the site must be approved through the Planned Unit Development process, as described in Chapter 7 of this Specific Plan.

General Plan Consistency

The General Plan designates the Project site as Downtown Waterfront District Specific Plan (DWSP) and the General Plan defers to that document for development standards.

The overall vision of the General Plan includes residential, employment and recreational uses. The Economic Development Element of the 2035 General Plan consistently reinforces establishment of new businesses and making the Waterfront District a destination. Further, Goal ED-5 "Promote revitalization and redevelopment of the Downtown Waterfront Area and other areas with infill development potential" are strengthened by policy language that focuses on job creation and encouraging development within close proximity to the train depot. Further, Exhibit 5-8 identifies the subject site as an "Economic Development Area." Focused development in these areas is intended to ensure generation of the greatest long-term economic benefit for the community. The Land Use Element also refers to the subject site (part of the "Northwest Downtown") as an "Opportunity Area" with the goal of promoting development in these areas.

Based on the analysis above, it has been determined that the proposed project is consistent with both the applicable policies of the Suisun City 2035 General Plan in that the project brings a commercial project to a key economic development area which brings jobs and an opportunity for future economic growth.

Zoning Code/Specific Plan Consistency

Title 18 "Zoning" of the Suisun City Code identifies the site as "Waterfront District Specific Plan" and thus subject to that plan. The WDSP establishes the land use designations and the development standards for this district of the City and the proposed Project site. Figure 3-1: Land Use Map of the WDSP identifies the land use designation for the Project site as Commercial/Office/Residential (C/O/R). This zone requires all development application to go through a Planned Unit Development application process due to the unique character and strategic location of the sites. Additionally, Chapter 6 "Commercial Development Standards + Design Guidelines" provide direction relative to expected

commercial development. Further, Section 6.3.5.A offers specific guidance on development in the C/O/R District.

Chapter 2, Existing Uses + Regulating Plans of the WDSP identifies expectations for development. With regard to commercial development, a sampling of the guidance provided by the WDSP includes:

Section 2.2.1.6 "Sustainability"

- Use sustainable development and land use practices that provide for today's residents and businesses while preserving choices for the community in the future.

Parking/Circulation - Parking is proposed to be met in a combination of ways: (1) The existing office parking lot has 180 spaces; (2) There are approximately 14 adjacent spaces along Lotz Way and Maine Street; (3) The existing park and ride lot along the northern side of Lotz Way has 265 spaces; and (4) There are approximately 40 public parking spaces within the North Basin parking lot within 800 feet of the project site. There is an existing license agreement relative to parking which was executed by the City and the Wiseman Company in October 2001. As a condition of approval, staff is recommending a reciprocal access and parking agreement by prepared and recorded prior to any certificate of occupancy for the project. Vehicular access to the existing on-site parking lot will be provided via a driveway off of Harbor Center Drive; however, multiple access points to the site will be available for pedestrians.

Based on the analysis above, it has been determined that the proposed project is consistent with both the development standards and overall intent of the Zoning Code and Waterfront District Specific Plan in that applicable development standards are being met with the proposed project.

Planned Unit Development/Precise Development Plan/and Site Plan/Architectural Review

All new construction within the WDSP must adhere to the Specific Plan's Design Guidelines to ensure that development is attractive and integrates into the surrounding environment. The PUD package is the collection of plans and exhibits that demonstrate how the proposed Project meets the expectations of the WDSP. This plan set is comprised of a series of exhibits that define the character of the proposed project, including architecture, site improvements and landscaping. The PUD and Site Plan/Architectural Review exhibits are included as Attachment 1 Exhibit B of Resolution PC23-__. Specific exhibits include:

Site Plan. This exhibit depicts the proposed overall project layout as well as project data.

Floor Plans. This exhibit shows the proposed layout of the new building including the dental office and future tenant space.

Architectural Renderings (including Perspective). These plans provide for color representations of the exterior treatments from each side. Further there is a perspective rendering provide from the northwest view.

Planting Plan. These plans provide proposed choices of plant materials for the project.

Based upon the analysis of the materials provided for the proposed project, a review of the goals and intent of the WDSP and the analysis provided herein, the project is consistent with the purpose and intent of the WDSP and the City's PUD and Development standards and requirements.

ENVIRONMENTAL REVIEW

The proposed project is found to be categorically exempt from the California Environmental Quality Act (CEQA), per Section 15332, Infill Development Projects, of the California Code of Regulations. The project is substantially surrounded by urban uses; is less than five acres in size; has no value for endangered, rare of threatened species; and is served by adequate utilities and services.

STAFF RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 2023 - ___: Approving Site Plan/Architectural Review Permit (SP/AR 22-23-001) and Planned Unit Development Permit (PUD 22-23-001) for a 6,800 Square Foot Building on a Vacant 7,150 Square Foot Parcel Located South of Lotz Way Between Main Street and Harbor Center (APN 0032-061-390).

DOCUMENTS ATTACHED:

1. Resolution
   a. Project Description
   b. Project Plans
   c. Conditions of Approval
2. PowerPoint

PREPARED BY: John Kearns, Principal Planner
REVIEWED BY: Jim Bermudez, Development Services Director
APPROVED BY: Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. Resolution Nare Development Project.pdf
a. Resolution Nare Development Project_Project Description.pdf
b. Resolution Nare Development Project_Plans.pdf
c. Conditions of Approval.pdf
2. PowerPoint.pdf

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING SITE PLAN/ARCHITECTURAL REVIEW PERMIT (SP/AR 22-23-001) AND PLANNED UNIT DEVELOPMENT PERMIT (PUD 22-23-001) FOR A 6,800 SQUARE FOOT BUILDING ON A VACANT 7,150 SQUARE FOOT PARCEL LOCATED SOUTH OF LOTZ WAY BETWEEN MAIN STREET AND HARBOR CENTER (APN 0032-061-390)

WHEREAS, Dr. Preet Nare (hereinafter referred to as Applicant) filed an application with the City of Suisun City for a Planned Unit Development Permit and Site Plan/Architectural Review for a 6,800 square foot building (hereinafter referred to as Project) located along the south side of Lotz Way between Main Street and Harbor Center (Assessor's Parcel Numbers: 0032-061-390) and

WHEREAS, the applicant has met all applicable requirements under State law and City ordinances related to this development plan; and

WHEREAS, the City Council is the entity which takes final action on this type of entitlement request; and

WHEREAS, the Planning Commission held a public hearing on June 29, 2023 and recommended City Council approval of the project by a vote of 4-0-1; and

WHEREAS, the City Council of the City of Suisun City did conduct on July 18, 2023 a properly noticed public hearing pursuant to Government Code Section 65090 and has considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES HEREBY MAKE THE FOLLOWING FINDINGS:

A. The City Council determines that the Project has been adequately analyzed under the provisions of the California Environmental Quality Act (CEQA) and that no further review of the Project under CEQA is required or appropriate.

   Finding. The proposed project is found to be categorically exempt from the California Environmental Quality Act (CEQA), per Section 15332, Infill Development Projects, of the California Code of Regulations. The project is substantially surrounded by urban uses; is less than five acres in size; has no value for endangered, rare of threatened species; and is served by adequate utilities and services.

B. The City Council approves the proposed office building with future tenant space including Planned Unit Development Permit and Site Plan/Architectural Review as depicted on plans and exhibits provided as Exhibits A and B of this Resolution and

subject to Conditions of Approval provided as Exhibit C of this Resolution.

Findings:

1) Pursuant to Government Code section 65454, the proposed Project is consistent with the goals, objectives, general land uses, programs and policies of the General Plan and Waterfront District Specific Plan. The Project will provide infill development, at an allowable intensity, that will support the Waterfront District.
2) The proposed Project would not be detrimental to the public interest, health, safety, convenience, or welfare of the City, as it has been reviewed by all applicable departments and agencies and has been conditioned to comply with all Federal, State, and local standards.
3) The proposed Project is consistent with City standards and has been designed to integrate into the surrounding community's historic architecture. The project will provide sufficient parking, infrastructure, landscaping to serve future users of the property.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, July 18, 2023, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of the City of Suisun City this 18th of July 2023:

_____
Anita Skinner
City Clerk

Exhibit A: Project Description

Exhibit B: Project Plans

Exhibit C: Conditions of Approval

Project Description:

The project site area is approximately 7,150 square foot and is located on south-east corner of Main Street and Lotz way. Site is improved with asphalt pavement, parking, utilities and landscape. The project site is surrounded by retail spaces to the west, professional offices to the south, hotels to the east and paved parking lot to the north.

Project will have vehicular access from existing driveways at Harbor Center and Main Street. Project will use existing developed parking spaces through shared access agreement with main office building.

This project is a request to construct a 6,800 square foot single story building. 4,563 square foot will be used as dental office and will be constructed in phase 1 and the remaining 2,237 square foot will be developed in the future.

The exterior of building will be designed at a main building height of 20 feet and corner tower of 30 feet and it includes a combination of earthtone stucco finish, stacked stone veneer as a column accent, storefront glass and aluminum horizontal canopies.

Facility will anticipate operating six (6) days a week and hours of operation will be 8 A.M. to 8 P.M. from Monday to Saturday

There will be approximately 8 full time employees

Anticipated daily customers will be approximately 20-30 people

Lighting- Parking lights are existing, there will be new lights at building mounted at +7’-0” to illuminate new walkways and new (2) pole mounted decorative lights along Lotz Way.

Dr. Preeti Nare's Building

Parcel 11, Suisun City, California



PROPOSED SITE PLAN



VICINITY MAP N.T.S. NORTH

DR. PREETI NARE
805 MAIN STREET
SUISUN CITY, CA 94585

OWNER / CONTACT PERSON

1- CONSTRUCTION OF NEW SINGLE STORY BUILDING TO BE USED AS MEDICAL OFFICE AND FUTURE RESTAURANT

SCOPE OF WORK

APN	32-06-39 LOT 11
ZONING:	PUD
LOT SIZE	110'x65'=7,150 S.F.=0.16 ACRE
AREA TO BE IMPROVED	7,150 S.F.
BUILDING USE	MEDICAL OFFICE/RESTAURANT
BUILDING SIZE	6,800 S.F.

PARKING SPACES ARE EXISTING, SHARED WITH EXISTING OFFICE BUILDING

BUILDING DATA	T-1
SITE PLAN	SP-1
FLOOR PLAN	A-1
ELEVATIONS	A-2
ELEVATIONS	A-2.1
EXTERIOR RENDERING	A-3
SCHEMATIC PLANTING PLAN	L-1
SORTM DRAIN PLAN	SD-1

SHEET INDEX

EDMOND JACOBS ARCHITECT

2301 Coffee Road #5 ◆ Modesto, CA 95355
Phone: 209 - 406-0674 ◆ edmond@ejarchitect.com

THE DRAWINGS, SPECIFICATIONS, DESIGN AND IDEAS DESCRIBED HEREIN SHALL REMAIN THE PROPERTY OF THE ARCHITECT AND NO PART THEREOF CAN BE COPIED, DUPLICATED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT EXPRESS WRITTEN PERMISSION OF THE ARCHITECT.

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CONTRACTOR:

CVIEIRA BUILDERS

2301 Coffee Road #5 ◆ Modesto, CA 95355
Phone: 209 - 631-5410 ◆ Lic.# 987761

PROJECT ADDRESS:

NEW BUILDING

DR. PREETI NARE'S DENTAL OFFICE

PARCEL 11
SUISUN CITY, CA 94585

CLIENT:

DR. PREETI NARE
807 MAIN STREET
SUISUN CITY, CA. 94585

DATE	SEPTEMBER 12, 2022
DRAWN	
FILE	
PROJECT NO.	
PERMIT NO.	

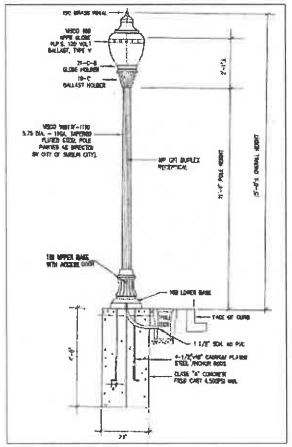
REVISIONS	BY

DESCRIPTION:

BUILDING DATA

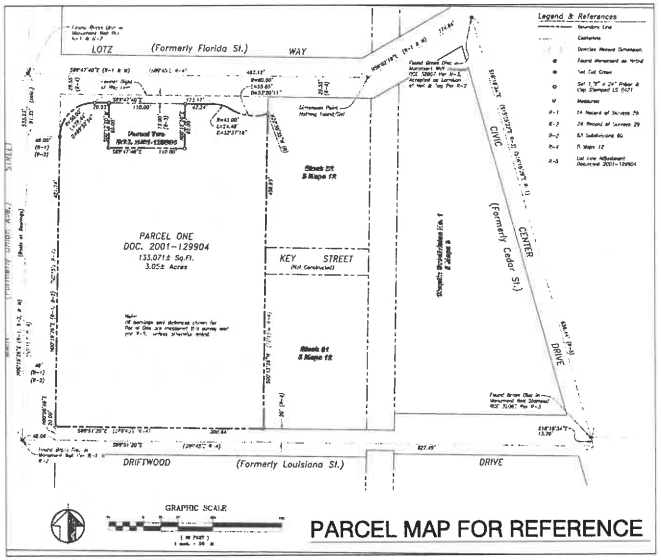
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T-1

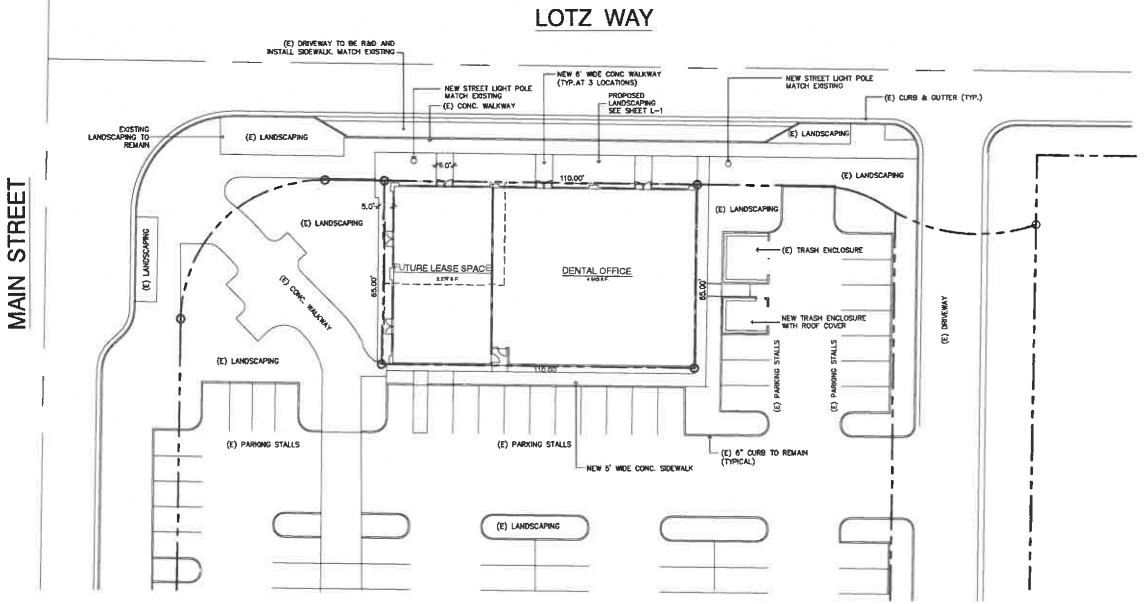


STREET LIGHT TYPE

N.T.S. (FOR REFERENCE ONLY)



PARCEL MAP FOR REFERENCE



SITE PLAN

SCALE: 1" = 20'

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CONTRACTOR:

CVIEIRA BUILDERS

2301 Coffee Road #B ◆ Modesto, CA 95355
Phone: 209 - 631-5410 ◆ Lic.#: 987761

PROJECT ADDRESS:

NEW BUILDING

DR. PREETI NARE'S DENTAL OFFICE

PARCEL 11
SUISUN CITY, CA 94585

CLIENT:

DR. PREETI NARE
807 MAIN STREET
SUISUN CITY, CA. 94585

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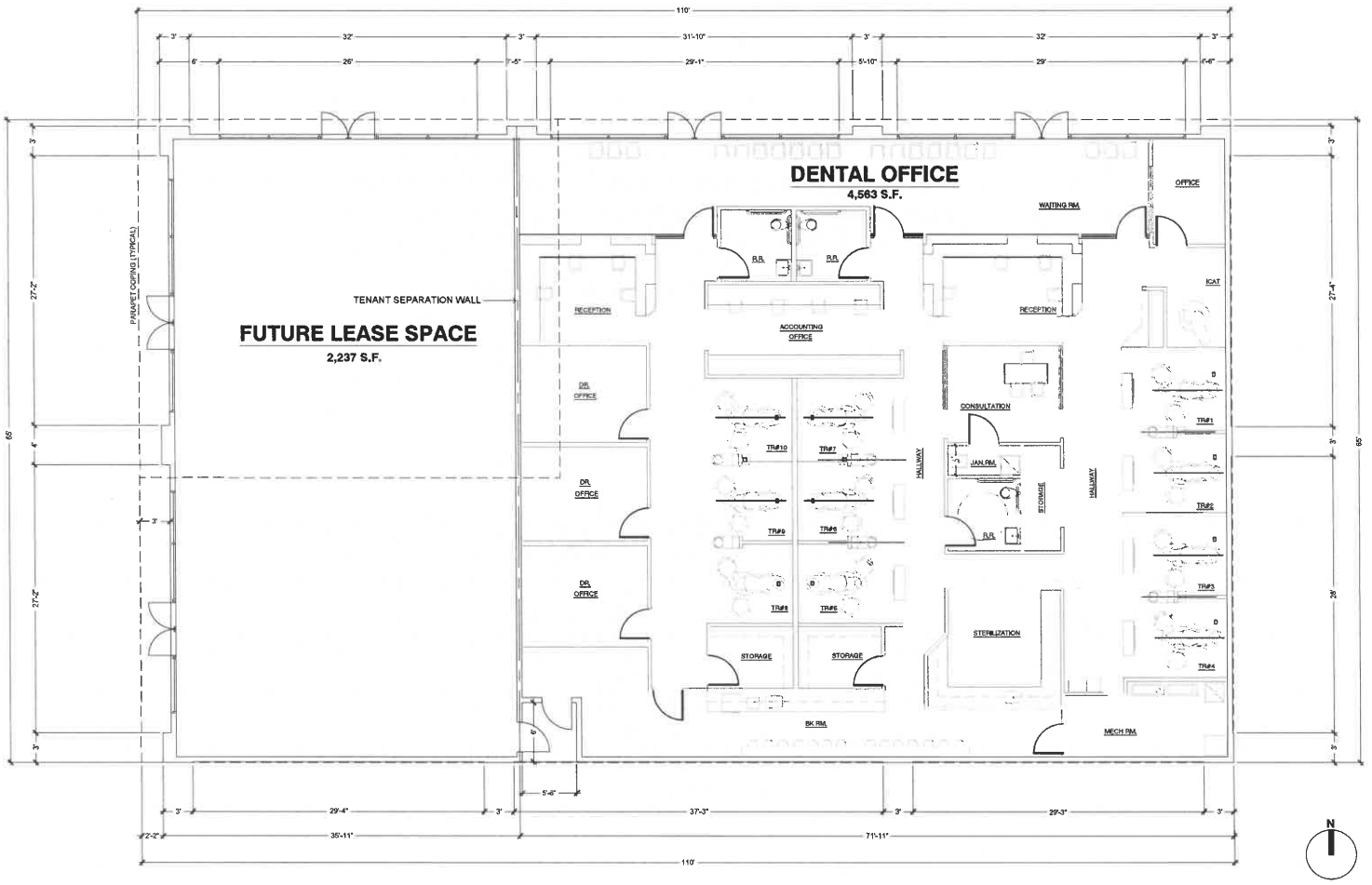
REVISIONS	BY

DESCRIPTION:

SITE PLAN

SHEET NO.

SP-1



FLOOR PLAN

SCALE: 3/16" = 1'

EDMOND JACOBS ARCHITECT

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CONTRACTOR:

CVIEIRA BUILDERS

2301 Coffee Road #9 ◆ Modesto, CA 95355
Phone: 209 - 631-5410 ◆ Lic.# 987761

PROJECT ADDRESS:

NEW BUILDING

DR. PREETI NARE'S DENTAL OFFICE

PARCEL 11
SUISUN CITY, CA 94585

CLIENT:

DR. PREETI NARE
807 MAIN STREET
SUISUN CITY, CA. 94585

DATE: SEPTEMBER 12, 2022

DRAWN:

FILE

PROJECT NO:

PERMIT NO:

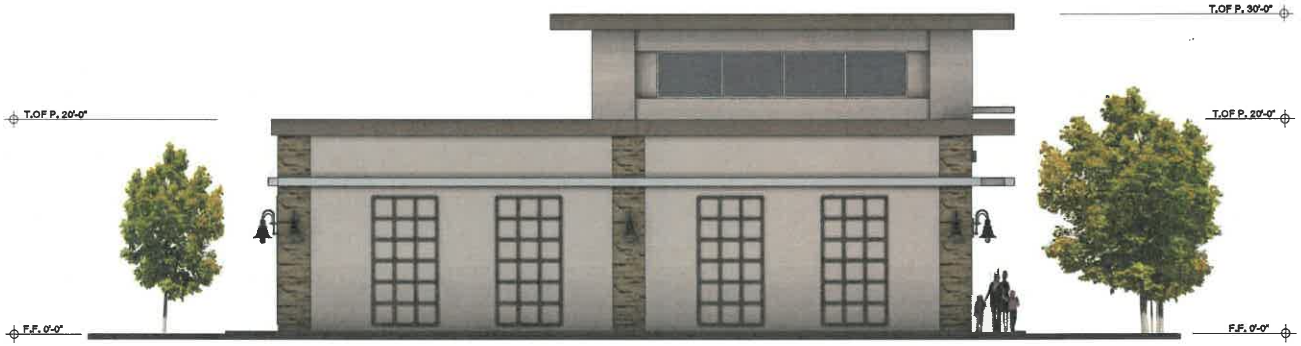
REVISIONS	BY

DESCRIPTION:

FLOOR PLAN

SHEET NO.

A-1



EAST ELEVATION

SCALE: 1/8" = 1'



WEST ELEVATION

SCALE: 1/8" = 1'

EDMOND JACOBS ARCHITECT

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CONTRACTOR:

CVIEIRA BUILDERS

2301 Coffee Road #8 ◆ Modesto, CA 95355
Phone: 209 - 531-5410 ◆ Lic.# 987761

PROJECT ADDRESS:

NEW BUILDING

DR. PREETI NARE'S DENTAL OFFICE

PARCEL 11
SUISUN CITY, CA 94585

CLIENT:

DR. PREETI NARE
807 MAIN STREET
SUISUN CITY, CA. 94585

DATE: SEPTEMBER 12, 2022

DRAWN:

FILE:

PROJECT NO:

PERMIT NO:

REVISIONS	BY

DESCRIPTION:

ELEVATIONS

SHEET NO.

A-2



SOUTH ELEVATION

SCALE: 1/8" = 1'



NORTH ELEVATION

SCALE: 1/8" = 1'

EDMOND JACOBS ARCHITECT

2301 Coffee Road #6 ◆ Modesto, CA 95355
Phone: 209 - 408-0674 ◆ edmond@etjarchitect.com

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CONTRACTOR:

CVIEIRA BUILDERS

2301 Coffee Road #6 ◆ Modesto, CA 95355
Phone: 209 - 631-5410 ◆ Lic.#. 967761

PROJECT ADDRESS:

NEW BUILDING

DR. PREETI NARE'S DENTAL OFFICE

PARCEL 11
SUISUN CITY, CA 94585

CLIENT:

DR. PREETI NARE
807 MAIN STREET
SUISUN CITY, CA, 94585

DATE: SEPTEMBER 12, 2022

DRAWN:

FILE:

PROJECT NO:

PERMIT NO:

REVISIONS	BY

DESCRIPTION:

ELEVATIONS

SHEET NO.

A-2.1



NORTHWEST VIEW

EDMOND JACOBS ARCHITECT

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Phone: 209 - 408-0674 ◆ edmond@ejarchitect.com

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CLIENT:

DR. PREETI NARE
807 MAIN STREET
SUISUN CITY, CA. 94585

DATE: SEPTEMBER 12, 2022

DRAWN:

FILE:

PROJECT NO:

PERMIT NO:

REVISIONS	BY

DESCRIPTION:

EXTERIOR RENDERING

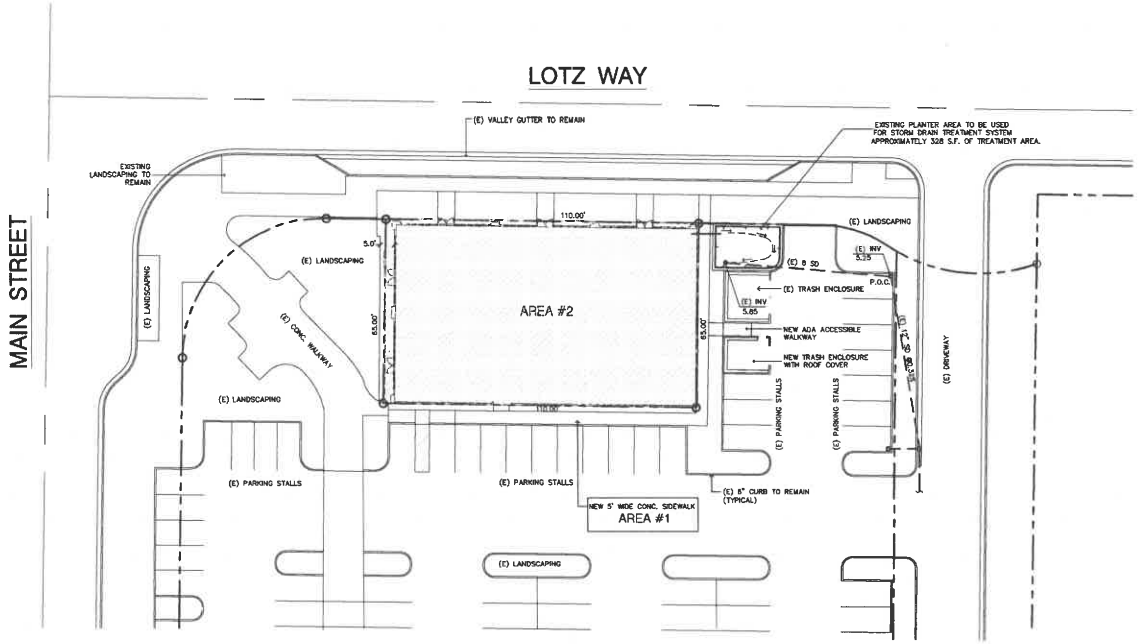
SHEET NO.

A-3

STORM DRAIN TREATMENT BASIN SIZE CALC:

AREA #1	NEW SIDEWALK	= 1,000 S.F.
AREA #2	BUILDING SITE	= 7,150 S.F.
		8,150 S.F.

REQUIRED BASIN AREA IS 4% OF CONTRIBUTED AREA
4% x 8,150 S.F. = 326 S.F.
PROVIDED 328 S.F. STORM DRAIN TREATMENT BASIN



STORM DRAIN
SCALE: 1" = 20'

EDMOND JACOBS ARCHITECT

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Phone: 209 - 406-0674 ◆ edmond@ejarchitect.com

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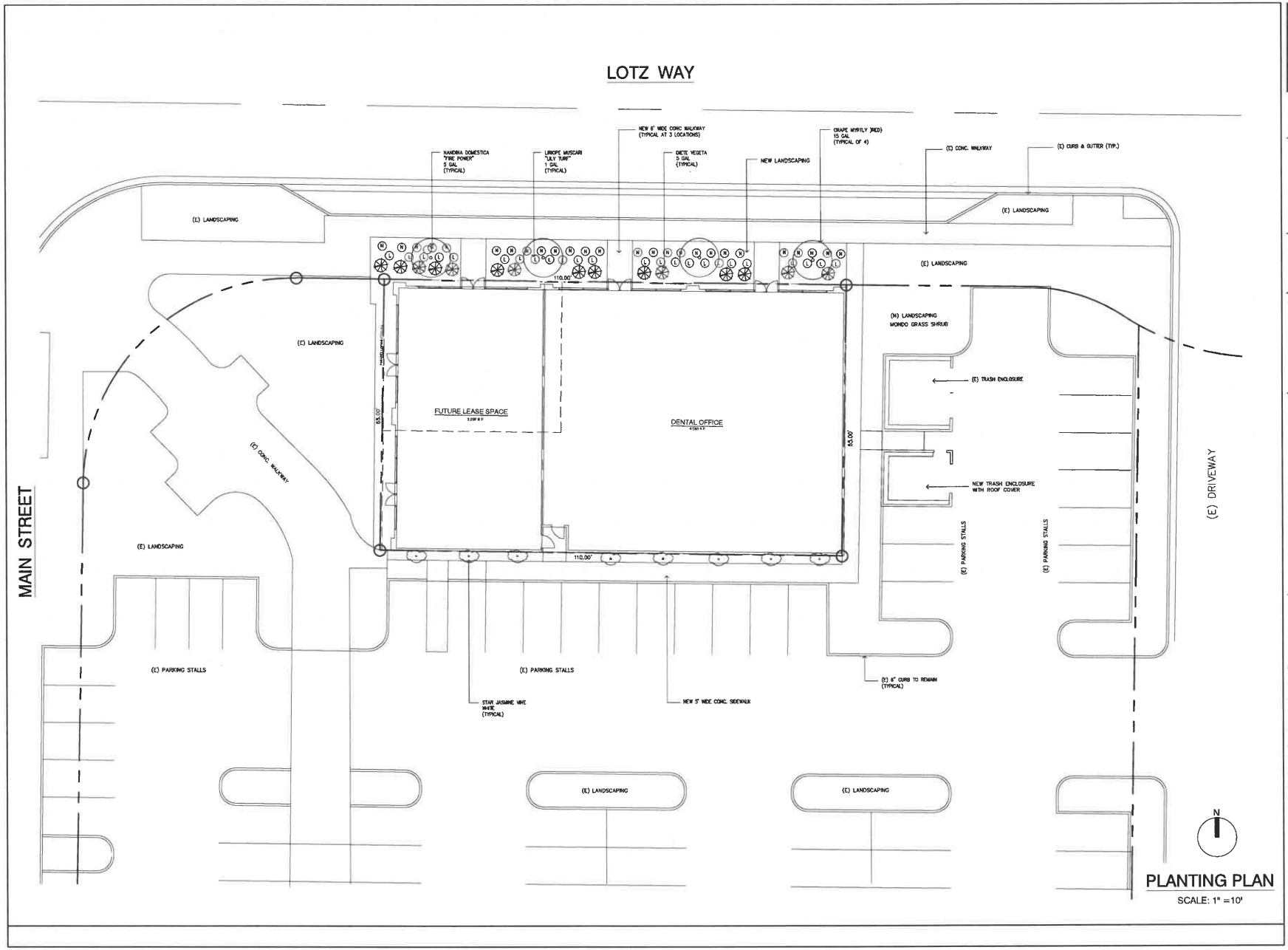
REVISIONS	BY

DESCRIPTION:

STORM DRAIN PLAN

SHEET NO.

SD-1



PLANTING PLAN
SCALE: 1" =10'

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PROJECT ADDRESS:

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DR. PREETI NARE'S DENTAL OFFICE

PARCEL 11
SUISUN CITY, CA 94585

CLIENT:

DR. PREETI NARE
807 MAIN STREET
SUISUN CITY, CA. 94585

DATE: SEPTEMBER 12, 2022
DRAWN:
FILE:
PROJECT NO:
PERMIT NO.

REVISIONS	BY

DESCRIPTION:

PLANTING PLAN

SHEET NO.

L-1

Nare Office
Conditions of Approval

GENERAL

G-1 The applicant or applicants successor in interest shall indemnify, defend and hold harmless the City of Suisun City it's agents, officers, and employees from any and all claims, actions or proceedings against the City of Suisun City, its agents, officers, and employees to attach, set aside, void or annul, any approval by the City of Suisun City and its advisory agency, appeal board, or legislative body concerning this application which action is brought within applicable statutes of limitations. The City of Suisun City shall promptly notify the applicant or applicant's successor in interest of any claim or proceedings and shall cooperate fully in the defense. If the City fails to do so, the applicant or applicant's successor in interest shall not thereafter be responsible to defend, indemnify or hold the City harmless. This condition may be placed on any plans, or other documents pertaining to this application.

G-2 The use shall be constructed in accordance with the information presented (except as otherwise identified in the Conditions of Approval) and shall conform to all requirements of the City of Suisun City Code including but not limited to the Uniform Building Code as adopted by the City of Suisun City.

G-3 Approval of this permit will be effective, provided no appeals are received within 10 calendar days of the City Council meeting date of July 18, 2023 and that the property owner and the applicant signatures are obtained affirming that they have read and understand the Conditions of Approval for the Site Plan/Architectural Review Permit No. SP/AR 22-23-001, and Planned Unit Development Permit No. PUD 22-23-001; and agree to comply with the conditions.

G-4 The applicant shall comply with all applicable Federal, State, and local codes including, but not limited to, the Uniform Building Code, Fire Code and County Health Department guidelines as interpreted by the County Health Inspectors.

G-5 All the proposed improvements, including landscape installation shall be completed prior to issuance of any business license or Certificate of Occupancy.

G-6 New development shall pay development impact fees set forth in Resolution 2017-02.

PLANNING

P-1 A sign permit is to be submitted to and approved by the Development Services Department prior to installation of any signage on the property.

P-2 The applicant is to provide a final landscape plan for the review and approval of the Development Services Director (or his/her designee).

P-3 Transformers, telephone switching boxes, utility poles, fire valves, trash enclosures, service areas as well as other utility or service functions shall be screened with landscape. The emphasis shall be on reducing or eliminating negative visual impacts on major public areas, high priority buildings, prominent architecture elements, and along primary roadways.

P-4 The final color scheme and materials are to be approved by Development Services Director (or his/her designee).

P-5 Final architectural plans, responding to any comments raised at the July 18, 2023 City Council meeting, need to be submitted and approved by the Development Services Director (or his/her designee).

P-6 A final photometric/lighting plan shall be submitted and approved by the Development Services Director (or his/her designee) prior to building permit issuance.

P-7 All exterior lighting shall be downcast.

P-8 A minimum of ten percent of the total off-street parking area shall be landscaped. Landscaping shall consist of a minimum of irrigation systems, groundcover (mulch or decomposed granite), and a tree program with the approval of the development services director. Trees shall be a minimum of 15-gallon size tree. The development services director and the chief of police, in considering the landscape plans, shall review for safety and security of pedestrian movement within the parking lot. The area shall be computed by adding the areas used for access drives, aisles, stalls, maneuvering, and landscaping within that portion of the premises that is devoted to vehicular parking and circulation. feet, may be provided with an average separation of five continuous parking stalls.

P-9 Construction of the project and use of the property shall be in substantial conformance with the approved plans including the project description. Any deviation will need to be submitted to the Development Services Director to determine whether further Planning Commission consideration is necessary.

P-10 All rooftop mechnical equipment shall be screened from public view.

P-11 Any tree removed as part of this project shall be replanted at 1:1 ratio on or directly adjacent to the project site.

PUBLIC WORKS

PW-1 All work performed shall conform to these conditions as well as to all City ordinances, rules, standard specifications and details, design standards, and any special requirements imposed by the City Engineer. The Public Works Department will provide inspection to ensure conformance. Any deviation from the aforementioned documents shall require review and written approval by the City Engineer. Deviations or exceptions to the design requirements in the listed documents for private improvements must be identified in the design guidelines, or submitted to the City Engineer for approval.

PW-2 The Applicant shall agree, with respect to the new public improvements on this project, to either establish a community facilities district (CFD) or annex such property to an existing community facilities district, as deemed appropriate by the Applicant and the City, for the purpose of financing the cost of providing the following public services to the project property(ies): maintenance of public street lighting, sanitary sewer, storm drains and public infrastructure. The rate and method of apportionment of special tax applicable to the property shall establish a special tax designed to offset public services per City Council Resolution 2005-70. The City shall not be obligated to issue certificates of occupancy with respect to the property until formation of the new community facilities district or annexation to an existing community facilities district is completed.

PW-3 The City Engineer may approve and/or negotiate minor changes or exceptions to Public Works Department conditions of approval.

PW-4 The Applicant shall designate a design professional as the main point of contact in submitting plans, reports and other documents to the City during the design and plan review phase. Submittals from any other person will not be accepted by the City.

PW-5 The Improvement Plans shall include a General Note that: any revisions to the approved Improvement Plans and/or City Standards, including those due to field conditions, shall require review and written approval by the City Engineer. The Applicant shall have the revised plans prepared by the Project Professional Designer and shall have the revised plans submitted for review and approval by the City Engineer. Any revisions to the Improvement Plans resulting from these or other conditions contained herein shall be subject to written approval of the City Engineer.

PW-6 The Improvement Plans shall include a Site Improvement Plan prepared by a registered Civil Engineer and shall comply with the requirements of the soils report for the project.

PW-7 Building foundations shall comply with Suisun City's Ordinance No. 729 and the most current Building Code.

PW-8 The Applicant shall pay all Public Works fees, including plan review and inspection fees, as established by the City Public Works Fee Schedule at the time of submittal of Improvement Plans.

PW-9 The Applicant shall pay Suisun-Solano Water Authority (SSWA) plan check and inspection fees within 30 calendar days upon receipt of invoice from the Solano Irrigation District (SID). The invoice will be for actual expenses incurred by SSWA for providing plan checking and inspection services for the project.

PW-10 Developer shall submit his Faithful Performance Bond and Labor & Materials Bond prior to the approval of Improvement Plans. Developer shall submit his One-Year Warranty Bond prior to the City's acceptance of the improvements. The amounts of the Faithful Performance Bond and Labor & Materials Bond shall each be 100% the cost estimate of the civil and landscape improvements, while the amount of the One-Year Warranty Bond shall be 20% of the cost estimate of the civil and landscape improvements.

PW-11 The Applicant shall obtain all necessary permits from all applicable agencies prior to start of construction.

PW-12 Dumpsters for use during construction shall be dumpsters supplied by Republic Services. This is pursuant to the agreement between the City and Republic Services for all areas within Suisun City. Dumpsters shall be screened from public view by a City-approved method and shall be covered at all times after work hours.

PW-13 All work within the public right-of-way, which is to be performed by the Applicant, the general contractor, and all subcontractors shall be included within a single City Encroachment Permit issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

PW-14 The Applicant shall have a superintendent present at all times at the job site. Superintendent shall provide the quality control for the Applicant; respond to the City's concerns; coordinate inspections with the City Inspector; make construction decisions on behalf of the Applicant; and coordinate work of the Applicant's subcontractors.

PW-15 A sign shall be posted on the property in a manner consistent with the public hearing sign requirements, which shall identify the address and phone number of the Applicant

and/or Applicant's representative for the purposes of responding to questions and complaints during the construction period. Said sign shall also indicate the hours of permissible construction work.

PW-16 Prior to start of construction, a security fence, the height of which shall be the maximum permitted by the Zoning Ordinance, shall be installed and maintained around the perimeter of the lot. The lot shall be kept clear of all trash, weeds, and unusable construction material throughout the construction activity.

PW-17 Unless otherwise approved by the City Engineer, all existing sidewalks shall be kept clear and passable during all phases of the project.

PW-18 Any existing wells shall be abandoned per County of Solano Health Department standards prior to development of the property. Owner shall submit documentation to the Public Works Director that this condition has been satisfied prior to any construction on this project.

PW-19 If any archaeological resources are found during the grading of the site or during performance of any work, work shall be halted, the City Engineer shall be notified and a certified archaeological firm shall be consulted for advice at Applicant's expense.

PW-20 Any relocation or modification of any existing facilities necessary to accommodate subject project shall be at the Applicant's expense. It shall be the responsibility of the Applicant to coordinate all necessary utility relocations with the appropriate utility company.

PW-21 Any existing frontage, or street, improvements, which in the opinion of the City Engineer, are currently damaged or become damaged as a part of the work shall be removed and replaced as required to the current City Standards, or as directed. Prior to start of construction, Developer shall perform a walk-through with the Public Works Department staff and take date-stamped photos of existing conditions.

PW-22 Visual obstructions over three feet in height will not be allowed within the driver's sight triangle near driveways and corners in order to allow an unobstructed view of oncoming traffic. Improvements at driveways and corners are subject to the review and approval of the City Engineer.

PW-23 The project shall comply with the requirements of the most current Municipal Regional Permit (MRP) issued to the Fairfield-Suisun Urban Runoff Management Program and to the City's Stormwater C.3 Guidebook. This includes, but is not limited to, construction and post-construction Best Management Practices (BMPS); obtaining all necessary permits for storm water discharges; entering into a Stormwater Treatment Measures Maintenance Agreement (attached); preparing a long-term maintenance plan for the Applicant's maintenance of the post-construction stormwater facilities; and contracting with a Qualified SWPPP Practitioner (QSP) to inspect and to ensure the implementation of all elements of the Storm Water Pollution Prevention Plan (SWPPP), including non-stormwater and stormwater visual observations, sampling, and analysis and preparation of Rain Event Action Plans (REAP).

As part of the improvement plans, the ponding depths, pipe sizing, time of release, and storage for the bioretention facilities shall be calculated. The project shall not introduce any ponding nuisance and shall eliminate the possibility of flooding in the bioretention facilities.

The bioretention facility shall be delineated with a concrete band around the perimeter of the facility. The concrete band shall be per City of Suisun City standard detail LS-13. Also, "keep out" signage shall be installed in the bioretention facility.

PW-24 The project shall construct a trash enclosure in compliance with Detail SW-3 of the City's Stormwater C.3 Guidebook. Additionally, for trash enclosures that will be utilized by a food service facility, the drain shall be connected to a properly sized grease removal device and/or treatment devices prior to discharging to the sanitary sewer. An alternative would be to upgrade the existing trash enclosure located by the project site, in compliance with the above-mentioned requirements.

PW-25 The project shall install full capture trash devices within proposed on-site drain inlets. These full trash capture trash devices shall be monitored and maintained by the Applicant or Property Owner.

PW-26 All on-site drain inlets and catch basins along the project frontage shall be marked with "No Dumping – Flows to Bay" or equivalent information.

PW-27 The landscaping and irrigation shall comply with the City's water efficient landscaping ordinance. The irrigation plans shall include Model Water Efficient Landscape Ordinance (MWELO) calculations

PW-28 Trees shall not be planted within bioretention areas.

PW-29 The maximum allowable slope in landscape areas shall be 3:1, or as approved by City Engineer. Slopes steeper than the allowable slope would require the installation of retaining wall.

PW-30 Dust control shall be in conformance with City Standards and Ordinances. Vehicles hauling dirt or other construction debris from the site shall cover any open load with a tarpaulin or other secure covering to minimize dust emissions.

PW-31 Street sweeping shall be regularly performed such that no evidence of tracking dirt shall be present on the public street.

PW-32 All relocated facilities shall meet state and local separation standards. Separation between proposed water and sanitary sewer pipes shall meet the latest Suisun-Solano Water Authority (SSWA) Design Standards, Standard Specifications, and Standard Drawings.

PW-33 Direct tapping of City or SSWA water mains is not permitted. Applicant shall install the required fittings in the existing or new main lines to accommodate the proposed water system. No existing water mains shall be shut down without specific permission of the City Engineer and the Solano Irrigation District.

PW-34 No structures such as trees, buildings, and concrete foundations shall be installed within utility easements. Civil and landscape plan sheets shall show the utility easements and all other easements.

PW-35 Project improvements shall be in compliance with ADA requirements.

PW-36 The project shall provide sidewalk around the south, east and west perimeters of the proposed building. Also, on the north perimeter, there shall be a concrete path from the public sidewalk along Lotz Way to the proposed building doors. Moreover, the sidewalks and paths shall be properly illuminated.

PW-37 The project shall replace the existing driveway approach along the Lotz Way frontage with a sidewalk segment matching the surrounding existing sidewalk in dimension, structural section, and color.

PW-38 The project shall remove the existing bollards along the Lotz Way frontage.

PW-39 The project shall install at least two LED decorative acorn-type streetlights at back of sidewalk along the Lotz Way frontage.

PW-40 A reciprocal parking and access agreement with the Wiseman Company for site access and parking shall be required prior to occupancy.

PW-41 All on-site storm drain pipelines and facilities shall be private and maintained by the Property Owner. The civil plans shall properly mark these onsite facilities as private.

PW-42 All on-site sanitary sewer pipelines and facilities shall be private and maintained by the Property Owner. The civil plans shall properly mark these onsite facilities as private.

PW-43 Maintenance of on-site lighting, landscaping, paving, utilities and other on-site improvements shall be the responsibility of the Property Owner.

PW-44 Prior to the issuance of Certificate of Occupancy, the Applicant shall submit to the Public Works Department "as-built" Improvement Plans in PDF format.

FIRE

FIRE-1 Installation of onsite fire hydrant may be required based on fire sprinkler system installation and fire department connection (FDC) location. Locations subject to Fire Department approval.

FAIRFIELD-SUISUN SEWER DISTRICT

FSSD-1 All FSSD fees applicable to the proposed project are required to be paid upon issuance of a building permit, including but not limited to capacity fees, plan check fees, encroachment, and inspection.

FSSD-2 Proposed dental office shall complete and submit a "One-Time Compliance Report for Dental Dischargers" to comply with 40 CFR 441.50, submit completed form to FSSD, and retain a copy on file for its records.

SOLANO IRRIGATION DISTRICT

SID-1 The proposed development will require connections onto the existing domestic water stubs per the latest SSWA Design Standards and Specification and Details.

SID-2 Improvement plans must show all existing facilities located within the project site, along with all proposed modifications that will be required to serve the property.

SID-3 Any waterlines or public water facilities not installed within a public right-of-way will require an easement granted to SSWA for the operations and maintenance of the public facilities.

SID-4 Per the SSWA Cross-Connection Control Resolution No. 99-01, all types of commercial buildings and landscape irrigation services are required to include an approved backflow prevention assembly, at the developer's expense. The desired location, service size and flow-rate for the backflow prevention assembly must be submitted for approval.

SID-5 The developer is required to provide and install freeze protection for all RPBFP's and DCDC's at the developer's expense

SID-6 At the time the Building Permit is issued, the developer will be required to pay the appropriate SSWA Connection Fee and Meter Installation Fee at the City of Suisun City. These fees are determined by the size of meter requested. All domestic water services will be metered.

SID-7 We require that the District (on behalf of SSWA) review, approve and sign all Final and/or Parcel Maps, and that SSWA review, approve and sign the Improvement Plans of this development.

SID-8 The SSWA Plan Review Fee applies and is due upon submittal of the maps and plans for review.

SID-9 SSWA's General Notes must be included in the Improvement Plans and all proposed water system appurtenances and waterlines shall be constructed per the latest SSWA Design Standards and Specification and Details.

SID-10 Electronic AutoCAD files and .pdf files are required upon the completion of the project showing "as-builts" for electronic archiving.

Nare Mixed Use
City Council Meeting

JULY 18, 2023

1

Presentation Agenda

- Project Request and Summary
- Background/Discussion
- Analysis
- Recommendation

2

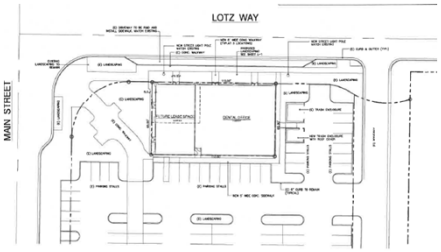
Project Request

- To construct a 6,800 square foot building to include a dental office as well as future tenant space.

3

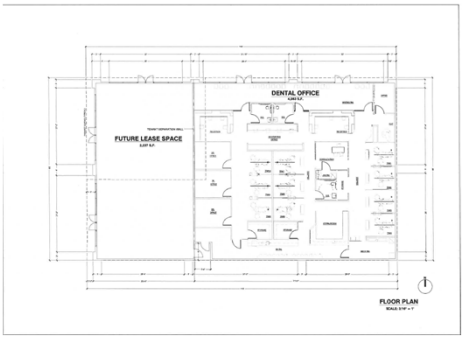


4



SITE PLAN

FLOOR PLAN



5



SOUTH ELEVATION



NORTH ELEVATION

6

Background/Discussion

- Property formerly a part of Main Street West Disposition and Development Agreement.
- Applicant information.
- Good Neighbor Meeting.

7

Analysis

- Waterfront District Specific Plan designation (C/O/R).
  - Planned Unit Development (PUD).
- Consistency with applicable plans/zoning.

8

Staff Recommendation

Planning staff recommends adoption of Resolution No. 2023 -___; A Resolution of the City Council of the City of Suisun City Approving Site Plan/Architectural Review Permit (SP/AR 22-23-001) and Planned Unit Development Permit (PUD 22-23-001) for a 6,800 Square Foot Building on a Vacant 7,150 Square Foot Parcel Located South of Lotz Way Between Main Street and Harbor Center (APN 0032-061-390)

9

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AGENDA ITEM NO. 20

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Introduction and Waive Reading of Ordinance No. ___: Adopting the 2022 California Building Standards Code (Suisun City Municipal Code Title 15 Building and Construction).

FISCAL IMPACT: There is no fiscal impact associated with this action.

STRATEGIC PLAN: Ensure Public Safety and Provide Good Governance.

BACKGROUND: The building codes have now been republished as the 2022 edition. In the State process, certain model codes published by organizations such as the International Code Council, International Association of Plumbing and Mechanical Officials, National Fire Protection Association, etc., are reviewed and amended by the California Building Standards Commission (CBSC). The CBSC has completed this process and the body of codes known collectively as the 2022 California Building Standards Code (CBSC) has been published. It is appropriate, therefore, that the Suisun City Code be amended to update its references to the latest building and fire code editions. This is primarily a housekeeping measure to change titles and references in our City Code to correspond correctly to the new or revised sections in the CBSC.

As a courtesy, the Planning Commission held a public hearing at their May 16 meeting and recommended City Council adoption of the proposed ordinance by a 4-0 vote. The City Council opened a public hearing on June 20, 2023, and continued the item to a date uncertain which required the item to be re-noticed.

Environmental Determination

CEQA requires analysis of agency approvals of discretionary "Projects." A "Project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in environment, or a reasonably foreseeable indirect physical change in the environment" (State CEQA Guidelines Section 15378). The proposed Project is a project under CEQA. However, this Project is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption).

The approval of the code amendments set forth in the proposed ordinance does not approve any physical development project, and it would not result in a direct or indirect physical change in the environment. The proposed changes to Title 15 are necessary to maintain consistency with state law and ensure a safe built environment. Many of the standards are already being implemented by the City when reviewing construction projects and would not change how these projects are reviewed and approved. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant effects on the environment and these LMC amendments are exempt from review under CEQA.

STAFF REPORT: The Suisun City Code includes by reference the building codes and standards collectively known as the CBSC. This body of codes includes the building code, plumbing code, mechanical code, electrical code, fire code, and other supporting documents. Periodically the California

Building Standards Commission publishes an updated edition of the CBSC. The 2022 Edition was published in July of 2022 and became effective in January 2023. The Suisun City Code will now be updated to reference the newest editions of the various codes and make other needed administrative changes.

For better understanding, the proposed ordinance includes the entire Suisun City Code Chapter 15.04 including the unchanged sections. Highlights of the proposed ordinance include:

- The changes in City Code Section 15.04.030 include the updated references to the newest documents within the 2022 CBSC. References to documents where no updated version is available have not been changed such as Section 15.04.030-F.
- From time to time it is necessary for jurisdictions to make local code amendments that are specific to their jurisdiction. Amendments were made to the CBSC and California Residential Code (CRC) for the following:
  a. The "within 1 year" addition now specifies a timeframe for the fire rating requirement when 50% or more of a roof is replaced, enhancing the clarity and enforceability of the municipal code.
  b. A building size threshold was added for the requirement of fire sprinklers in new buildings.
  c. Standpipe requirements added based on the height of a structure.
- An amendment to the Fire Code has been added to prohibit open burning.
- The remaining changes to City Code are editorial in nature.

In order for local amendments to the CBSC to be enforceable, the City must make “findings” justifying the amendments based on local climatic, topographical or geological conditions. Such findings are included in the proposed ordinance for all of the local amendments that have been included historically where they are required.

STAFF RECOMMENDATION: Staff recommends the City Council:

- Conduct a Public Hearing; and
- Find the Ordinance exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (Common Sense Exemption); and
- Introduce and Waive Reading of Ordinance No. ___; Adopting the 2022 California Building Standards Code (Suisun City Municipal Code Title 15 Building and Construction)

DOCUMENTS ATTACHED:

1. Ordinance No. ___: Adopting the 2022 California Building Standards Code
2. PowerPoint

PREPARED BY: John Kearns, Principal Planner
REVIEWED BY: Jim Bermudez, Development Services Director
APPROVED BY: Kris Lotfhus, Deputy City Manager

ATTACHMENTS:

1. Building Code Ordinance.pdf
2. PowerPoint.pdf

ORDINANCE NO.

AN ORIDNANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY ADOPTING THE 2022 CALIFORNIA BUILDING STANDARDS CODE (SUISUN CITY MUNICIPAL CODE TITLE 15 BUILDING AND CONSTRUCTION)

WHEREAS, the State Building Standards Commission adopted the 2022 California Building Standards Code, codified in Title 24 of the California Code of Regulations; and

WHEREAS, the City Council of the City of Suisun City (the "City") wishes to update the rules and regulations governing building and construction in the City limits to reflect the new 2022 California Building Standards Code, California Code of Regulations Title 24 ("CBSC"); and

WHEREAS, the City would like to make certain amendments to the 2022 CBSC in order to address the health and safety issues of the City's local climatic, geological or topographical conditions; and

WHEREAS, before making changes to the CBSC pursuant to Health and Safety Code Section 17958.5, Health and Safety Code Section 17958.7 requires the City to make express findings that such changes are reasonably necessary because of local climatic, geological or topographical conditions; and

The City Council of the City of Suisun City does ordain as follows:

SECTION 1. **Findings.** The City finds it is necessary to adopt local amendments to the following subcodes of the CBSC: Building Code, Mechanical Code, Electrical Code, Plumbing Code, Fire Code, Administrative Code, Energy Code, Green Building Standards Code, Historical Building Code, and Existing Building Code. These local amendments have been evaluated and recognized by the City as tools for addressing problems with building construction in the City of Suisun City, which are aimed at establishing and maintaining an environment that will afford the City a high level of fire and life safety to all those who work live and play within the City's boundaries. The City finds as follows:

A. The City, pursuant to the authority granted it under California Health and Safety Code Sections The City Council hereby adopts pursuant to Sections 17958.5 and 18941.5 of the California Health and Safety Code, the following findings of fact: (a) Under this adopting ordinance, has determined that there is a need to establish specific amendment building standards that have been established which are more restrictive of nature than those adopted by the State of California (State Buildings Standards Code, State Housing & Community Development Codes) commonly referred to as and found in Title 24 & and Title 25 of the California Code of Regulations. These new building standards amendments have been determined and recognized by the City of Suisun City to address the problems, concerns, and future direction by which the City can establish and maintain an environment that will afford an appropriate level of fire and life safety to all who live and work within its boundary.

B. Under the provisions of Sections 17958.5 and 18941.5 of the Health and Safety Code, the amendment of state building standards at the local level must be reasonably necessary due to local amendments are based on local climatic, topographical, and/or geological conditions and the City must make express findings in this regard. The Council has determined that the following findings of fact contained herein address each of these situations and present the local climatic, topographical, and/or geological conditions, situation, which either singularly or in combination, that have caused the aforementioned amendments to be adopted:

1. CLIMATIC

a. The City of Suisun City the Suisun City area has extreme variations in weather patterns: wind, summers are arid and hot, winters are cool to freezing, and fall and spring can bring any combination of weather patterns together. As a result, the climate in the Suisun City area can have a great influence on fire behavior and other major emergency events in the City.

Code Section	**Local Condition:**
Building Code Sections ~~1403.4,~~ 903.2, 905.3.1, 1505.1, ~~1510.1,~~ <u>1511.1,</u> Fire Code Sections 903.2 and 905.3.1 California Residential Code Section R902.1 and <u>R908.1</u> (SCMC § 15.04.190)	1a

SECTION 2. **Suisun City Municipal Code Amendment – Chapter 15.04.** Chapter 15.04 of the Suisun City Municipal Code "Permits – Uniform Codes" is hereby amended as follows (deletions in ~~strikethrough~~; additions in **underlined**):

15.04.010 Purpose.
This chapter is enacted for the purpose of adopting rules and regulations pursuant to the State Housing Law and the Health and Safety Code, for the protection of the public health, safety and general welfare of the occupant and the public governing the creation, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court area, sanitation, ventilation and maintenance of any building used for human habitation; provided, however, that nothing in the codes adopted in this chapter shall be construed to prevent any person from performing his own building, mechanical, plumbing or electrical work when performed with the permits in compliance with this chapter.

15.04.020 Definitions.

Whenever any of the following names or terms are used in this chapter or in any of the codes adopted by reference by this chapter, unless the context directs otherwise, such names or terms so used shall have the meaning ascribed thereto by this section:

A. "Board of appeals," "housing advisory and appeals board" and any other reference to the appellate body, mean the Board of Appeals for the City of Suisun City made up of five (5) Building Official members of the Napa-Solano Chapter of the International Code Council (NSICC) chosen on a case by case basis. The NSICC, an organization of Building Officials, Building Inspectors, and Construction Industry personnel, was formed in 1978 to help maintain consistent and uniform code enforcement and code interpretation within the jurisdictions of Napa and Solano counties. Building Officials from jurisdictions within Napa and Solano counties and neighboring counties are members of the NSICC. Building Official members of the NSICC are well versed in the technical and administrative provisions of construction codes.

B. The "Accessibility Appeals Board" shall mean the Board of Appeals for the City of Suisun City plus an additional two members having demonstrated experience dealing with accessibility standards and their applications, appointed on a case by case basis.

C. All decisions by the Board of Appeals and by the Accessibility Appeals Board shall be submitted in writing to the City Council for final review. All actions found by the City Council to be based on incomplete or inadequate analysis shall be referred back to the appropriate board for further deliberations.

D. "Building official," "plumbing official," "chief," "electrical inspector," "fire code official," "administrative authority" and similar references to a chief administrative position mean the Chief Building Official of the city of Suisun City; provided, however, that:

1. Where such terms are used in connection with those duties imposed by statute or ordinance upon the county health officer the terms shall include the county health officer;

2. For the purpose of implementing the Uniform Code for the Abatement of Dangerous Buildings the term "authorized representative" of the "building official" shall refer to and include the director of environmental health and such personnel of the Solano County department of environmental health as he may designate.

E. "Building department," "electrical department," "plumbing department," "department of fire prevention", "office of administrative authority" or "housing department" means the building department of the city.

F. "City clerk" means the ex officio clerk of the city council.

G. “City council” or “mayor” means the governing elected officials of the city of Suisun City.

H. “Fire chief” means the chief of the fire department of the city wherein a particular building is or is to be located, or, for any area not within the city limits, the same shall mean the county fire warden designated by the board of supervisors.

I. “Safety assessment” is a visual, non-destructive examination of a building or structure for the purpose of determining the condition for continued occupancy.

15.04.030 Uniform codes adopted.

Subject to the modifications and amendments contained in this chapter, the following primary and secondary codes are adopted and incorporated into the codes of the city by reference and as having the same legal effect as if their respective contents were set forth in this chapter and which may be amended and/or corrected from time to time:

A. The ~~2019~~ 2022 California Building Code (CBC) which references the International Building Code ~~2018~~ 2021 Edition as published by the International Code Council, Inc, and state amendments.

B. The Uniform Housing Code, 1997 Edition, as published by the International Code Council, is adopted by reference as the housing code of the city.

C. The ~~2019~~ 2022 California Plumbing Code which references the Uniform Plumbing Code, ~~2018~~ 2021 Edition, together with the appendices thereto, and state amendments as published by the International Association of Plumbing and Mechanical Officials is adopted by reference as the plumbing code of the city.

D. The ~~2019~~ 2022 California Electric Code which references the National Electrical Code, ~~2017~~ 2020 Edition, as published by the National Fire Protection Association and state amendments is adopted by reference as the electrical code of the city.

E. The ~~2019~~ 2022 California Mechanical Code which references the Uniform Mechanical Code, ~~2018~~ 2021 Edition, together with the appendices thereto, as published by the International Conference of Building Officials, and state amendments, is adopted by reference as the mechanical code of the city.

F. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, as published by the International Code Council, is adopted by reference as the dangerous buildings code of the city, with Section 205 amended as follows: Section 205.1. In order to provide for final interpretation of provisions of this code and to hear appeals provided for hereunder, there is hereby established a Board of Appeals as defined in City Code Section 15.04.020. The Building Official shall be an ex officio member of and shall act as secretary to said Board. The Board shall adopt reasonable rules and regulations for conducting its business and shall render all decisions and findings in writing to the

appellant, with a copy to the Building Official. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this code. Copies of all rules or regulations adopted by the Board shall be delivered to the Building Official, who shall make them freely accessible to the public.

G. The California Referenced Standards Code, ~~2019~~ 2022 Edition, together with appendices thereto, as published by the International Code Council, with state amendments, is adopted by reference as the building standards of the city.

I. The ~~2019~~ 2022 California Fire Code which references the International Fire Code, ~~2019~~ 2021 Edition as published by the International Code Council, ~~with errata, including appendices, with state amendments,~~ is adopted by reference as the fire code of the city, together with the Administrative Chapters 1, 2, and Appendix B, Appendix C, Appendix D and Appendix E is adopted by reference as the fire code of the city.

J. The Uniform Administrative Code, 1997 edition, as published by the International Conference of Building Officials, is adopted by reference as the administrative code of the city.

K. The ~~2019~~ 2022 California Building Standards Administrative Code, as published by the California Building Standards Commission, is adopted by reference as the building standards administrative code of the city.

L. The ~~2019~~ 2022 California Residential Code with Appendices ~~H,J~~ AH, AJ, AX (CRC), incorporating the ~~2018~~ 2021 edition of the ~~Uniform~~ International Residential Code, as published by the International Code Council, is adopted by reference as the residential code of the city.

M. The ~~2019~~ 2022 California Green Building Standards Code, as published by the California Building Standards Commission, is adopted by reference as the green building standards code of the city.

N. The ~~2019~~ 2022 California Existing Building Code, as published by the California Building Standards Commission, is adopted by reference as the ~~green~~ existing building ~~standards~~ code of the city.

J. The 2022 California Historical Building Code, as published by the California Building Standards Commission, is adopted by reference as the historical building code of the city.

15.04.040 Copies of adopted codes.

The Building Official shall maintain at least one copy of each primary code adopted by reference, and each secondary code pertaining thereto, The Building Official shall maintain a least one copy of each primary code adopted by reference at the building inspection office for public inspection while this Ordinance is in force.

15.04.050 Utility connections.

It is unlawful for any person, including utility companies, to connect electric power lines or liquefied petroleum gas or natural gas sources permanently to any building or structure for which a permit is required by this chapter until the final inspection has been made and the approval signed by the building inspector. This section shall not prohibit the erection and use of temporary power poles approved by the power company during the course of construction, when approved by the building official.

15.04.060 Encroachment or grading.

No building permit shall be issued for which an encroachment or grading permit is required, unless and until the requirements prerequisite to the encroachment or grading permit have been met.

15.04.070 Conformance of construction to law.

No building permit shall be issued unless and until the building official is satisfied that the construction authorized by the permit will not violate any existing law or ordinance.

15.04.075 Construction work hours.

It shall be the responsibility of anyone engaging in construction or demolition work to restrict the hours of work activity on the site as follows.

A. No construction equipment shall be operated nor any outdoor construction, non-residential projects or repair work shall be permitted within 600 feet from any occupied residence except during the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, and 8:00 a.m. to 8:00 p.m., on Saturday and Sunday.

B. Construction work hours on residential projects shall be from 7:00 a.m. to 8:00 p.m.

C. A request for an exception to the permitted construction hours and days may be granted by the chief building inspector for emergency work, to offset project delays due to inclement weather, for 24-hour construction projects, or other similar occurrences.

D. City projects determined by the director of public works to be emergencies shall be exempt from these provisions.

E. For construction work hours for earthwork, trenching, concrete or paving see Section 15.12.320.

F. Interior work which would not create noise or disturbance noticeable to a reasonable person of normal sensitivity in the surrounding neighborhood shall not be subject to these restrictions.

15.04.080 Adoption or amendment procedure.

A. The building official shall review all codes newly adopted by the state pursuant to the State Housing Law, Section 17910 et seq. of the Health and Safety Code and shall:

1. Report such newly adopted codes to the city council and advise the board to schedule a hearing not less than ninety days from the date of report; and
2. Place copies of the codes to be considered by the board in the office of the city council, and in the building department for review by the general public.

B. The city council shall, upon the advice of the building official, schedule such public hearing to receive public testimony on the codes to be adopted by the board.

C. The clerk of the city council shall give notice of the time, place and subject matter of the public hearing scheduled on the matter by the council posting in three public places due to the fact that no newspaper is published or printed within the city limits.

D. The city council shall hold such public hearing at the date and time scheduled, and shall then adopt the code with amendments, if any.

15.04.090 Violations and penalties.

A. It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building, structure or building service equipment or cause or permit the same to be done in violation of this chapter.

B. Any person, firm, corporation or other entity which violates any of the provisions of this chapter including any of the codes adopted by reference, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specification of plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the city council or by a court of competent jurisdiction shall be guilty of an infraction unless otherwise provided in this code.

C. Any person, firm, corporation or other entity which is guilty of an infraction under this chapter shall be punished by:

1. A fine not exceeding one hundred dollars for the first violation;
2. A fine not exceeding five hundred dollars for a second or subsequent conviction within one year.

Any failure to correct the condition for which the infraction is imposed within a period of seven days after the issuance of a citation, and for each seven-day period thereafter

may be treated as a separate and additional violation subject to the same penalties set forth herein.

In addition to the penalties set forth above, any violation beyond the third conviction within a one-year period or any willful violation of this section which creates an immediate threat to the health, safety or welfare of the members of the public or the occupants of any structure in violation of this section may be charged as a misdemeanor punishable as provided in Chapter 1.08.

D. In addition to the penalties set forth herein, any person, firm, corporation or other entity guilty of a violation of this chapter shall be liable for such costs, expenses and disbursements paid or incurred by the city in correction, abatement and prosecution of the violation.

15.04.095 Enforcement.

A. Pursuant to Section 836.5 of the California Penal Code, the chief building official, any deputy or assistant building official, agent or other employee of the building department of Suisun City is authorized to enforce the provisions of this chapter and to arrest or issue citations to violators thereof.

B. The city manager shall have the power to designate by written order that particular officers and other individuals shall be authorized to enforce particular provisions of this chapter as described in subsection A of this section in addition to those persons set forth therein.

15.04.100 Building permit-business license required.

A. Any contractor or subcontractor who applies for permits to do work within the city limits of the city shall be denied permits if he does not possess current valid city business licenses.

B. Any permits issued in error to anyone not licensed by the city shall be revoked until such time as all fees are paid and licenses are valid.

15.04.110 Building permit-application-plans and specifications.

A. Applications are to be signed by the property owner or a duly licensed contractor, engineer or architect.

B. With each application for a building permit, and when required by the building official for enforcement of any provisions of this chapter, three sets of plans and specifications shall be submitted. The building official may require plans and specifications to be prepared and designed by an engineer or architect licensed by the state to practice as such.

15.04.120 Building permit-professional designs required.

All structures or buildings classified in Occupancy Groups A, B, E, F, H, I, M, S and R-1 shall be designed in accordance with the Building and Professional Codes of the state of California.

15.04.130 Building permit-term-retention of plans.

A. Permits for all occupancy groups shall be valid for two years from the date of their issuance provided that the time limits of starting work or work stoppage are met. The permit documents and plans or a retrievable document image of the permit documents and plans will be retained as a permanent record for the life of the structure.

15.04.140 Building permit fees.

Building permit fees shall be prescribed in the Master Fees Schedule except buildings shall be valued as determined by the Building Official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment.

15.04.150 Fees for plan checking, inspections and/or related permits.

The city council shall establish a schedule of fees, as found in the master fee schedule, to be charged and collected for plan checking, inspection services performed, and for the issuance of permits. A copy of these fee schedules shall be kept in the office of the city clerk and shall be available for public inspection in all city offices where permits are issued.

15.04.160 CBC Section 111.1 amended and CRC Section R110.1 - Certificate of occupancy Required.

CBC Section 111.1 and CRC Section R110.1 shall be amended to add:
No building or structure shall be used or occupied whole or in part without a certificate of occupancy. Such a certificate shall not be issued until compliance with all city requirements has been met. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. Occupying or using a structure without this approval constitutes a public nuisance.

15.04.170 CBC Section 111.1 amended and CRC Section R110.1 - Certificate of Occupancy - Requirements.

CBC Section 111.1 and CRC Section R110.1 shall be amended to add:

A certificate of occupancy shall not be issued until all applicable city ordinances, resolutions, regulations and the conditional use permit conditions have been complied with.

15.04.180 CBC Section 110.3.12 amended and CRC Section ~~R109.2~~ R109.1.6 Final inspection.

CBC Section **110.3.12** and CRC Section ~~R109.2~~ R109.1.6 shall be amended to read as follows:

Final Inspection: To be made after final grading and the building is completed and ready for occupancy. This shall mean all electrical, plumbing and mechanical complete and ready for occupancy, as well as all floor covering installed and painting completed, as well as any required exterior landscaping complete with house, sidewalks and streets cleaned.

15.04.190 California Building Code and California Residential Code amended roofing.

CBC Sections ~~1511.1~~ 1512.1 and CRC Section R902.1 and ~~R902.8~~ 908.1 are amended as follows:

CBC Sec. 1505.1 and CRC Section R902.1 is amended to add the following:
All materials applied as roof covering shall have a fire rating of class "B" or better.

CBC Sec. ~~1511.1~~ 1512.1 and CRC Section~~1~~ R908.1 Re-roofing, is amended to add the following:
All materials applied as roof covering for re-roofing shall have a fire rating of class "B" or better, when 50% or more of an existing roof is replaced within 1 year.

A. Section 903.2 is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures, in which the total floor area of all floors exceeds five thousand (5,000) square feet, shall be provided in the locations described in Section 903.2.1 through 903.2.12 *and Sections 903.2.14 through 903.2.21.*

B. Section 905.3.1 is amended to read as follows:

905.3.1 Height. *In other than Group R-3 and R-3.1 occupancies*, Class III standpipe systems be installed throughout *at each floor where any of the following occur:*

1. *Buildings* where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access.
2. *Buildings that are three or more stories in height.*

3. Buildings where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.
4. *Buildings that are two or more stories below the highest level of fire department vehicle access.*

Exceptions:

1. Class I standpipes are allowed in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.
2. Class I standpipes are allowed in Group B and E occupancies.
3. Class I standpipes are allowed in parking garages.
4. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.
5. Class I standpipes are allowed in buildings where occupant use hose lines will not be utilized by trained personnel or the fire department.
6. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:

6.1. Recessed loading docks for four vehicles or less.
6.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

15.04.200 California Building Code amended - standard plans.

The following is added to CBC Section 107.1 and CRC ~~Appendix AE302.2~~ R105.3.2:

Standard Plans: The Building Official may approve a set of plans for a building or structure as a "standard plan," provided the applicant has made proper application, submitted complete sets of plans, and paid the Plan Review Fee as required by CBC Section 109 and Uniform Administrative Code Section 304.3.

When it is desired to use an approved "standard plan" for an identical structure, two plot plans and one duplicate plan shall be submitted, and Plan Review Fee equal to one-half of the full Plan Review Fee required in Uniform Administrative Code Section 304.3 shall be paid at the time application is made for such identical structure. Such duplicate plans shall be compared, stamped, and kept on the job as required by CBC Section 107.5. In case of any deviation whatsoever from this standard plan, complete plans, together with a full Plan Review Fee, shall be submitted for the proposed work, as required by Section 107.3, 107.4 and 108 respectively.
Standard plans shall be valid for a period of one (1) year from the date of approval. This period may be extended by the Building Official when there is evidence that the plan may be used again.

15.04.220 Uniform Administrative Code Section 204 amended- new materials, appeals.

Uniform Administrative Code Section 204 is changed to read:
(a) Appeals, New Materials, Processes, or Occupancies which may require permits.
(b) The City Manager, the Building Official, the Fire Chief, and any other affected person shall act as a committee to determine suitability of alternative materials, processes or responsible interpretations of adopted codes.
(c) When it is claimed that the provisions of any code adopted herein do not apply or that the true intent and meaning has been misconstrued or wrongly interpreted, the applicant may appeal the decision of the committee to the Board of Appeals within thirty (30) days after the committee's written decision.

15.04.230 ~~Uniform~~ California Fire Code Section 307.1.1 Prohibited Open Burning

15.04.230 California Fire Code Amendments

The California Fire Code adopted by reference in Section 15.04.030 is amended, modified and revised as set forth in this chapter.

C. Section 307.1.1 is amended to read as follows:

307.1.1 Prohibited Open Burning Open burning is prohibited in the City of Suisun City. Any burning, open or otherwise, that constituted a nuisance which is injurious to health, or is indecent or offensive to the senses, or is offensive, or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited. The fire code official is authorized to order the extinguishment by the owner, occupant, responsible person, or the fire department of any burning that creates or adds to a hazardous or objectionable situation.

D.Section 903.2 is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures, in which the total floor area of all floors exceeds five thousand (5,000) square feet, shall be provided in the locations described in Section 903.2.1 through 903.2.12 *and Sections 903.2.14 through 903.2.21.*

E. Section 905.3.1 is amended to read as follows:

905.3.1 Height. *In other than Group R-3 and R-3.1 occupancies*, Class III standpipe systems be installed throughout *at each floor where any of the following occur:*

1. *Buildings* where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access.
2. *Buildings that are three or more stories in height.*

3. Buildings where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.
4. *Buildings that are two or more stories below the highest level of fire department vehicle access.*

Exceptions:

1. Class I standpipes are allowed in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.
2. Class I standpipes are allowed in Group B and E occupancies.
3. Class I standpipes are allowed in parking garages.
4. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.
5. Class I standpipes are allowed in buildings where occupant use hose lines will not be utilized by trained personnel or the fire department.
6. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:

    6.1. Recessed loading docks for four vehicles or less.
    6.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

SECTION 3. **Filing with the CBSC.** A copy of this Ordinance and Suisun City Municipal Code Chapter 15.04 shall be filed with the California Building Standards Commission in accordance with Health and Safety Code Section 17958.7.

SECTION 4. **Severability and Validity.** If any section, subsection, paragraph or sentence of this Ordinance, or any part thereof, is for any reason found to be unconstitutional, invalid or beyond the authority of the City of Suisun City by a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

SECTION 5. **Publication.** In accordance with Section 36933 of the Government Code of the State of California, within 15 days after its adoption by the City Council, it shall be published once, together with the names of the Council Members voting thereon, in a newspaper of general circulation within the City. The approved ordinance shall be posted in three (3) public places within the City prescribed by ordinance within fifteen (15) days after its passage, there being no newspaper of general circulation printed and published within the City.

NOW, THEREFORE, BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF SUISUN CITY does hereby make the following findings and approvals.

1. Finds the Project exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) based upon the following finding: The Planning Commission determine that the Project has been adequately analyzed under the provisions of the California

Environmental Quality Act (CEQA) and that no further review of the Project under CEQA is required or appropriate.

AND, BE IT FURTHER RESOLVED, that the City Council adopts the 2022 California Building Standards Code (CBSC).

INTRODUCED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 18th day of July 2023, by the following vote:

AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this 18th day of July 2023.

_____
Anita Skinner
City Clerk

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 8th day of August 2023, by the following vote:

AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

ATTEST:

_____ _____

Alma Hernandez
Mayor

Anita Skinner
City Clerk

California Building Standards Code(CBSC) Adoption

Development Services Department

1

Background

- Purpose
- California Building Standards Code (CBSC)
- Planning Commission Action
- Environmental Determination

2

Proposed Amendments (Highlights)

- Updated references to Section 15.04.030 (Suisun City Code).
- Local Amendments.
- Prohibition of "open burning"
- Editorial changes.
- Necessary findings for local amendments.

3

Recommendation

- It is recommended that the City Council:
  - Conduct the public hearing;
  - Find the ordinance exempt from the California Environmental Quality Act (CEQA) Section 15061; and
  - Introduce and waive reading of the ordinance.

4

AGENDA ITEM NO. 21

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Introduce and Waive Reading of Ordinance No 2023- __: Amending City Ordinance Chapter 12.12 Park and Recreation Facilities to the Suisun City Municipal Code.

FISCAL IMPACT: Unknown at this time, but will have a positive financial impact.

STRATEGIC PLAN: Develop Sustainable Economy, Provide Good Governance.

BACKGROUND: In reviewing City Ordinance Chapter 12.12 there were several areas that were determined to be deficient and contained outdated language. Since the return of organized sports for both youth and adults, there is a growing presence of organized sports teams using Suisun City Parks. Many of the organizations are not based in Suisun City, but from surrounding Cities. Those teams are doing damage to our field turf, taking up much needed parking, and using various facilities for bathroom needs of their players and spectators.

STAFF REPORT: At this time, it is vitally important to update Chapter 12.12 of the City Code and to help regulate organized sports team uses by requiring all organizations and or teams to have a permit provided through the Recreation, Parks, and Marina Department. This permit would have a cost associated that will be established as part of the City of Suisun City Master Fee Schedule. The city will then have control of who is using it, when they can use it, where parking is permitted, and to make field users aware that many park locations do not have restroom facilities and they may not use other agency facilities in search of a restroom. This will also give the city the opportunity to rest and rotate use to other parks so that field turf is not overused, deteriorating the turf to the point of destruction and the need for major rehabilitation. The topic of utilizing a permit process for organized sports teams to use city parks was supported by the Recreation, Parks, Marina, and Arts Commission during their April 2023 meeting.

STAFF RECOMMENDATION:

1. Open the Public Hearing; and
2. Take Public Comment; and
3. Close the Public Hearing; and
4. Introduce and Waive Reading of Ordinance No. ___: Amending Chapter 12.12 Park and Recreation Facilities to the Suisun City Municipal Code

DOCUMENTS ATTACHED:

1. Ordinance No. ___ Amending City Ordinance Chapter 12.12 Park and Recreation Facilities to the Suisun City Municipal Code
2. Chapter 12.12 Park and Recreation Facilities to the Suisun City Municipal Code - Red Line
3. Chapter 12.12 Park and Recreation Facilities to the Suisun City Municipal Code - Clean Version
4. Power Point Presentation

PREPARED BY: Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. Ordinance Amending Chapter 12.12.pdf
2. Chapter 12.12 Park and Recreation Facilities to the Suisun City Municipal Code - Red Line.pdf
3. Chapter 12.12 Park and Recreation Facilities to the Suisun City Municipal Code - Clean.pdf
4. PowerPoint.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CITY OF SUISUN CITY, CALIFORNIA, AMENDING CHAPTER 12.12 PARK AND RECREATION FACILITIES TO THE SUISUN CITY MUNICIPAL CODE

WHEREAS, the City of Suisun City desires to amend Chapter 12.12 Park and Recreation Facilities, to update definitions and sections to meet current standards; and

WHEREAS, the park system in Suisun City has seen in influx of organized sports teams utilizing various parks for their sports activities; and

WHEREAS, it is the desire of the City Council to protect our community assets including the park system and by creating a permit process for organized sports team use, provides the city the ability to protect the various parks.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals**.** The City Council finds that the above recitals are true and correct and are incorporated as though fully set forth herein.

SECTION 2. Ordinance. The Ordinance is hereby adopted by the amending Chapter 12.12 "PARK AND RECREATION FACILITIES" in Title 12 of the Suisun City Municipal Code to read in its entirety as shown in ATTACHMENT "3" attached hereto and incorporated herein by this reference.

SECTION 3 Severability and Validity. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Suisun City hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption following second reading.

SECTION 5. Publication. In accordance with Section 36933 of the Government Code of the State of California, this ordinance shall be posted in three (3) public places within the City prescribed by ordinance within fifteen (15) days after its passage, there being no newspaper of general circulation printed and published within the City.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this ___ day of _____ 2023.

_____
Alma Hernandez, Mayor

ATTEST:

_____
Anita Skinner
City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

_____
Aleshire & Wynder, LLP

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on _____, 2023 and passed and adopted at a regular meeting of said City Council held on _____, 2023, by the following vote:

AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this _____ day of _____ 2023.

_____
Anita Skinner
City Clerk

Chapter 12.12 PARK AND RECREATION FACILITIES

12.12.01~~005~~ Definitions.

~~A. Definitions. For the purposes of this section, the following definitions shall govern:~~ The following words and phrases shall have the following meanings, unless the context clearly indicates otherwise:

~~1.~~ "Cigar" shall mean any roll of tobacco wrapped in leaf tobacco or in any substance containing tobacco, but shall not include any roll of tobacco wrapped in any substance which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is a cigarette.

~~2.~~ "Cigarette" shall mean any product that contains nicotine, is intended to be burned or heated under ordinary conditions of use, and consists of or contains (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; (2) tobacco, in any form, that is functional in the product, which because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette; or (3) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in this section. "Cigarette" also includes "roll-your-own" tobacco, meaning any tobacco which, because of its appearance, type, packaging, or labeling is suitable for use and likely to be offered to, or purchased by, consumers as tobacco for making cigarettes. For purposes of this definition of "cigarette," 0.09 ounces of "roll-your-own" tobacco shall constitute one individual "cigarette."

"City manager" shall have the same meaning as Chapter 2.08, and shall include their designee.

"City park" or "recreational area" shall mean any areas so designated by resolution of the city council.

~~3. "Designated area" shall mean:~~

~~a. One or more areas within a city park or recreational facility, which have been posted with signs as approved by the city manager or designee, stating that smoking is permitted within such areas; and~~ "Director" shall mean the City's Recreation, Parks, and Marina Director, and shall include their designee.

"Electronic smoking device" shall mean an electronic device which can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. Electronic smoking devices include but may not be limited to electronic cigarettes, hookahs, and electronic cigars or pipes. "Electronic smoking device" shall also include the solution or product used to fill the tank and that is inhaled by the person using the device.

"Organized sport" shall mean a team sport athletic contest, such as, but not limited to, soccer, baseball, softball, football, basketball, or volleyball, engaged in by an organized sports team. Organized sports shall not include persons or groups who participate in an impromptu game that is unaffiliated with any team or league, such as a game conducted in connection with a bona fide group picnic or barbecue when such game is clearly incidental to such picnic or barbecue.

"Organized sports team" shall mean an organized team, league, or group whose primary purpose is organize competitive sporting events, formally or informally, and shall include teams from organizations such as companies, schools, nonprofits, etc. ~~"Organized athletic teams, leagues or groups" shall not include persons or groups who participate in an impromptu game that is unaffiliated with any team or league, such as a game conducted in connection with a bona fide group picnic or barbecue when such game is clearly incidental to such picnic or barbecue.~~

~~4. "City park" or "recreational area" shall mean any areas so designated by resolution of the city council.~~

~~5.~~ "Smoke" or "Smoking" shall mean inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, whether

natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic smoking device that creates an aerosol or vapor (commonly referred to as "vaping"), in any manner or in any form, or the use of any ~~oral smoking~~ device for the purpose of circumventing the prohibition of smoking.

~~6. "Electronic smoking device" shall mean an electronic device which can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. "Electronic smoking device" shall also include the fluid that fuels an electronic smoking device, such as, but not limited to, "EJuices" or "ELiquid."~~

~~7.~~ "Tobacco product" shall mean any of the following:

a. A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.

b. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah.

c. Any component, part, or accessory of a tobacco product, whether or not sold separately.

~~8.~~ "Tobacco paraphernalia" shall mean cigarette papers or wrappers, blunt wraps as defined in Section 308 of the Penal Code, pipes, holders of smoking materials of all types, cigarette rolling machines, or other instruments or things designed for the smoking or ingestion of tobacco products.

~~9. The term organized play as used in this section shall mean 10 or more persons engaging in a team sport athletic contest, such as, but not limited to, soccer, baseball, softball, football, basketball, or volleyball in any park within Suisun City~~

12.12.0~~2~~10 Hours.

It is unlawful for any person to loiter at any time in any city park between the hours of ~~seven~~ 7:00 p.m. and ~~seven~~ 7:00 a.m. from November ~~first~~ 1 through March ~~thirty-first~~31 of each year, and from ~~nine~~ 9:00 p.m. to ~~seven~~ 7:00 a.m. from April ~~first~~ 1 through October ~~thirty-first~~31 of each year unless prior written permission has been obtained from the city manager ~~or designee(s)~~.

12.12.030~~012~~ P~~ Authorization to p~~ermit required for exclusive use of a park facility~~y~~.

A. ~~A permit~~ The exclusive use of part or all of a park or recreation facility requires a permit, to be issued by the director.

B. No permit shall be required for events that are sponsored or co-sponsored by the city.~~or scheduled use by established fee and/or city-sponsored or co-sponsored events or programs shall be obtained from recreation and community services by the authority of the director of the department for exclusive use of any park facility area.~~

~~It is unlawful for any organized athletic team, league, or group to occupy or use a park or recreation area without the prior written authorization from the Recreation, Parks, and Marina Director or their designees. "Organized athletic teams, leagues or groups" shall not include persons or groups who participate in an impromptu game that is unaffiliated with any team or league, such as a game conducted in connection with a bona fide group picnic or barbecue when such game is clearly incidental to such picnic or barbecue.~~

C. All organized sports shall require a permit.

D. All permits are subject to permit fees, as determined by City Council resolution.

12.12.040~~014~~ Park closure.

Any city park or recreation area or any section(s) of any city park or recreation ~~area~~ facility may be declared closed to the public for the purpose of protecting the public health, safety, and/or welfare by the city manager or

by the directoresignee(s), with notification given to city council of any such action, at any time and for any interval of time, either temporarily or at regular and stated intervals and either entirely or merely to certain areas, as may necessary and appropriately noticed.

12.12.0520 ~~Vandalism~~Prohibited Conduct in parks and recreational facilities.

A. Vandalism. No person in a park or recreation area shall wilfully mark, deface, disfigure, injure, tamper with, or displace or remove any part of any buildingsstructure, vegetation, tables, benches, railing, fixtures, water lines or other public utilityies or parts of appurtenances whatsoever, either real or personal.

B. Littering. 12.12.030 Littering.

No person in a park or recreation area shall dump, deposit, or leave any bottles, broken glass, ashes, paper, boxes, refuse, or trash on the grounds thereofanywhere other than in designated receptacles. Such items shall be placed in the proper receptacles where these are provided; and whereWhere such receptacles are not provided, all such rubbish or wastewaste or recycling shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere.

C. Animals. 12.12.040 Animals running at large.

No person in a park or recreation area facility shall permit any dog, cat, fowl, or other domestic animal under his their control to enter or go at large within such park or recreational area unless leashed or restrained in some manner. This prohibition shall not apply to dogs in designated dog parks.

D. Golf. 12.12.050 Golf.

No person in a park or recreation area shall practice or otherwise engage in the game of golf within the confines of any park or recreational area.

E. Motorized vehicles. 12.12.060 Motorized vehicles.

No person in a park or recreation area shall drive any motorized vehicle including, but not limited to, automobiles, trucks, motorcycles, motor scooters, motor bikes and any other self-propelled vehicle on any area except paved roads or parking areas, or such areas as may be specifically designated by the director. of public works.

F. Horseback riding. 12.12.070 Horses.

No person shall ride any horse or other animal within the park or recreation area unless prior written permission has been obtained from the director of public works.

G. Smoking. Smoking is not permitted at parks and recreational facilities, or within 30 feet of any door, window, gate, or point of access thereto. Cigarette butts and any other disposable parts of smoking paraphernalia shall not be discarded anywhere other than trash receptacles.

H. Alcohol. No open containers or consumption of alcoholic beverages is permitted, other than as may be permitted pursuant to a special event permit, city sponsored event, or city co-sponsored event.

12.12.080 Smoking tobacco during special events.

Except as authorized by city permit or license, no person shall smoke any tobacco product emitting second-hand smoke, which is a toxic air contaminant as defined by the state air resources board, in the city marina area during a special event open to the public, or at any city park or recreational area during a special event open to the public within the specific event boundary. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of this section of the city is

guilty of an infraction. Any person convicted of an infraction for violation of an ordinance of the city is punishable by:

A. Fine not exceeding $50.00 for a first violation.

B. Fine not exceeding $100.00 for a second violation of the same ordinance within one year.

C. Fine not exceeding $250.00 for each additional violation of the same ordinance within one year.

12.12.090 Prohibitions on smoking at city parks and recreational areas.

1. No person shall smoke a cigarette, cigar, pipe, electronic smoking device, or any other combustible substance within a city park or recreational area except in a designated area, or dispose of a lighted or unlighted cigarette, cigar, pipe, or any other combustible substance or tobacco-related waste within a park, marina waters or recreational facility, except in an ashtray or other device designated for such disposal.

2. Tot lot sandbox areas or playgrounds as defined in California Health and Safety Code Section 104495, shall remain governed by said Section 104495 as well as by this section.

3. Any person who violates this section is guilty of an infraction and shall be punished by a fine of $250.00 for each violation of this section. Punishment under this section shall not preclude punishment pursuant to Health and Safety Code Section 104495, as well as Section 13002, Section 374.4 of the Penal Code, or any other provision of state law.

Chapter 12.12 PARK AND RECREATION FACILITIES

12.12.010 Definitions.

The following words and phrases shall have the following meanings, unless the context clearly indicates otherwise:

"Cigar" shall mean any roll of tobacco wrapped in leaf tobacco or in any substance containing tobacco, but shall not include any roll of tobacco wrapped in any substance which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is a cigarette.

"Cigarette" shall mean any product that contains nicotine, is intended to be burned or heated under ordinary conditions of use, and consists of or contains (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; (2) tobacco, in any form, that is functional in the product, which because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette; or (3) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in this section. "Cigarette" also includes "roll-your-own" tobacco, meaning any tobacco which, because of its appearance, type, packaging, or labeling is suitable for use and likely to be offered to, or purchased by, consumers as tobacco for making cigarettes. For purposes of this definition of "cigarette," 0.09 ounces of "roll-your-own" tobacco shall constitute one individual "cigarette."

“City manager” shall have the same meaning as Chapter 2.08, and shall include their designee.

"City park" or "recreational area" shall mean any areas so designated by resolution of the city council.

“Director” shall mean the City’s Recreation, Parks, and Marina Director, and shall include their designee.

"Electronic smoking device" shall mean an electronic device which can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. Electronic smoking devices include but may not be limited to electronic cigarettes, hookahs, and electronic cigars or pipes. "Electronic smoking device" shall also include the solution or product used to fill the tank and that is inhaled by the person using the device.

“Organized sport” shall mean a team sport athletic contest, such as, but not limited to, soccer, baseball, softball, football, basketball, or volleyball, engaged in by an organized sports team. Organized sports shall not include persons or groups who participate in an impromptu game that is unaffiliated with any team or league, such as a game conducted in connection with a bona fide group picnic or barbecue when such game is clearly incidental to such picnic or barbecue.

“Organized sports team” shall mean an organized team, league, or group whose primary purpose is organize competitive sporting events, formally or informally, and shall include teams from organizations such as companies, schools, nonprofits, etc. “

"Smoke" or "Smoking" shall mean inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic smoking device that creates an aerosol or vapor (commonly referred to as “vaping”), in any manner or in any form, or the use of any device for the purpose of circumventing the prohibition of smoking.

"Tobacco product" shall mean any of the following:

a. A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.

b. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah.

c. Any component, part, or accessory of a tobacco product, whether or not sold separately.

"Tobacco paraphernalia" shall mean cigarette papers or wrappers, blunt wraps as defined in Section 308 of the Penal Code, pipes, holders of smoking materials of all types, cigarette rolling machines, or other instruments or things designed for the smoking or ingestion of tobacco products.

12.12.020 Hours.

It is unlawful for any person to loiter at any time in any city park between the hours of 7:00 p.m. and 7:00 a.m. from November 1 through March 31 of each year, and from 9:00 p.m. to 7:00 a.m. from April 1 through October 31 of each year unless prior written permission has been obtained from the city manager.

12.12.030 Permit required for exclusive use of a park facility.

A. The exclusive use of part or all of a park or recreation facility requires a permit, to be issued by the director.

B. No permit shall be required for events that are sponsored or co-sponsored by the city.

C. All organized sports shall require a permit.

D. All permits are subject to permit fees, as determined by City Council resolution.

12.12.040 Park closure.

Any city park or recreation area or any section(s) of any city park or recreation facility may be declared closed to the public for the purpose of protecting the public health, safety, and/or welfare by the city manager or by the director, with notification given to city council of any such

action, at any time and for any interval of time, either temporarily or at regular and stated intervals and either entirely or merely to certain areas, as may necessary.

12.12.050 Prohibited Conduct in parks and recreational facilities.

A. Vandalism. No person in a park or recreation area shall mark, deface, disfigure, injure, tamper with, or displace or remove any part of any structure, vegetation, table, bench, railing, fixtures, water line or other utility.

B. Littering. No person in a park or recreation area shall dump, deposit, or leave any bottles, broken glass, ashes, paper, boxes, refuse, or trash anywhere other than in designated receptacles. Where such receptacles are not provided, all such waste or recycling shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere.

C. Animals. No person in a park or recreation facility shall permit any dog, cat, fowl, or other animal under their control to enter such park or recreational area unless leashed or restrained in some manner. This prohibition shall not apply to dogs in designated dog parks.

D. Golf. No person in a park or recreation area shall practice or otherwise engage in the game of golf within the confines of any park or recreational area.

E. Motorized vehicles. No person in a park or recreation area shall drive any motorized vehicle including, but not limited to, automobiles, trucks, motorcycles, motor scooters, motor bikes and any other self-propelled vehicle on any area except paved roads or parking areas, or such areas as may be specifically designated by the director.

F. Horseback riding. No person shall ride any horse or other animal within the park or recreation area unless prior written permission has been obtained from the director.

G. Smoking. Smoking is not permitted at parks and recreational facilities, or within 30 feet of any door, window, gate, or point of access thereto. Cigarette butts and any other disposable parts of smoking paraphernalia shall not be discarded anywhere other than trash receptacles.

H. Alcohol. No open containers or consumption of alcoholic beverages is permitted, other than as may be permitted pursuant to a special event permit, city sponsored event, or city co-sponsored event.

REPEALING AND REPLACING CHAPTER 12.12 PARKS AND RECREATION FACILITIES TO THE SUISUN CITY MUNICIPAL CODE

RECREATION, PARKS, & MARINA DEPARTMENT
SUISUN CITY, CA

1

GENERAL UPDATES

- Updated 12.12.010 Definitions
- Updated 12.12020 Hours
- Updated 12.12.030 Permit for Exclusive Use, Addressing Organized Sports Teams
- Updated 12.12.040 Park Closure

2

GENERAL UPDATES

- 12.12.050 Prohibited Conduct in Parks and Recreation Facilities;
  - ❖ Consolidated Sections including the previous 12.12.090 Chapter pertaining to smoking

3

RECOMMENDATION:
1. Open the Public Hearing; and
2. Take Public Comment; and
3. Close the Public Hearing; and
4. Introduce and Waive Reading of the Ordinance Repealing and Replacing Chapter 12.12 Park and Recreation Facilities to the Suisun City Municipal Code

4

QUESTIONS OR COMMENTS

5

AGENDA ITEM NO. 22

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Approving Starbucks Art Mural, Meeting the Requirements of the 1.5 Percent Art Fee.

FISCAL IMPACT: There is no fiscal impact to the general fund.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: At the March 19, 2019, City Council meeting, the City Council held a public hearing on an amendment to section 2.16 of the Suisun City Code to update the Parks and Recreation Commission to add three more members and change the title of the commission to the Recreation, Parks, Marina, and Arts Commission. This item was approved at the April 2, 2019, meeting of the City Council. This change was adopted due to the desire by the City Council and the community to have an emphasis placed on the arts in Suisun City. The City Council adopted the Suisun City's first Public Art Policy on October 19, 2019, creating a path forward for Public Art. During the September 7, 2021, City Council Meeting, the final approval of the Percent for Arts Ordinance was adopted. This creates a 1.5% developer impact fee for development projects within Suisun City.

STAFF REPORT: This is the first Percent for the Arts project that has come before the Commission. Other development projects have opted for the direct 1.5% payment to be used for future public art. This project is the new Starbucks being developed on Walters Road and has a stated construction project value of $1million. With that stated total, they are required to provide $15,000 in public art to the community or pay that amount in lieu fee. They have selected to provide a mural on the south facing wall of their facility and will maintain ownership of the art. The proposed mural can be seen in Attachment 1. The stated value of the mural is $20,000 which exceeds the developer's responsibility.

Starbucks has commissioned John Ton, a licensed California Contractor with 50 years of experience in graphic design and mural art. He has done work for the City of Watsonville, City of Reno, City of Capitola, and for the Booker T. Washington Community Center in San Francisco. The wall is being specially prepared by others / Contractor for the mural; it will be hard-troweled plaster. The mural will be hand-painted at Mr. Ton's studio using Nova Color acrylic polymer paint. They will be stretching "canvas" on a very large wood-framed easel constructed just for this project. The material is called PolyTab and is used widely for mural art. The painted PolyTab gets transported to the site and adhered with a second Artex product, made by the same manufacturer as the Nova Color acrylic, called Nova Gel. The Nova Gel is an acrylic adhesive and is used widely by muralists for just this purpose. Once the applied mural dries, they will apply a clear coat of catalyzed urethane. A south-facing mural he painted / coated in this way in 2001 is still brilliant and in very good condition.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2023-__: Approving Starbucks Art Mural, Meeting the Requirements of the 1.5 Percent Art Fee.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-___: Approving Starbucks Art Mural, Meeting the Requirements of the 1.5 Percent Art Fee.
2. Proposed Starbucks Mural Rendering
3. John Ton, Artist Portfolio
4. Power Point Presentation

PREPARED BY: Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. Resolution Approving Starbucks Art Mural.pdf
2. Propose Starbucks Mural.pdf
3. Starbucks Mural Artist Resume.pdf
4. PowerPoint.pdf

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING STARBUCKS ART MURAL, MEETING THE REQUIREMENTS OF THE 1.5 PERCENT ART FEE.

WHEREAS, In October 2019, the City Council established the first Public Art Policy; and

WHEREAS, on September 7, 2021, the City Council adopted the Percent for the Arts program which created a funding mechanism bot public art by placing a developer impact fee of 1.5% on all commercial development projects in excess of $250,000; and

WHEREAS, the new Starbucks project requires the Public Art Fee with a total stated construction cost of $1,000,000; and

WHEREAS, the estimated value of the Starbucks art mural is $20,000 which exceeds the required Public Art Fee of $15,000; and

WHEREAS, The artist has over 50 years of experience in graphic design and vast experience with this style of work and has provided art for the City of Reno, City of Watsonville, and the City of Capitola; and

WHEREAS, The Recreation, Parks, Marina, and Arts Commission unanimously supported this mural during their July 5, 2023, meeting.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby approves the Starbucks art mural, meeting the requirements of the 1.5 percent Art Fee.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on July 18, 2023, by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

WITNESS my hand and the seal of said City this 18th day of July 2023.

Anita Skinner
City Clerk



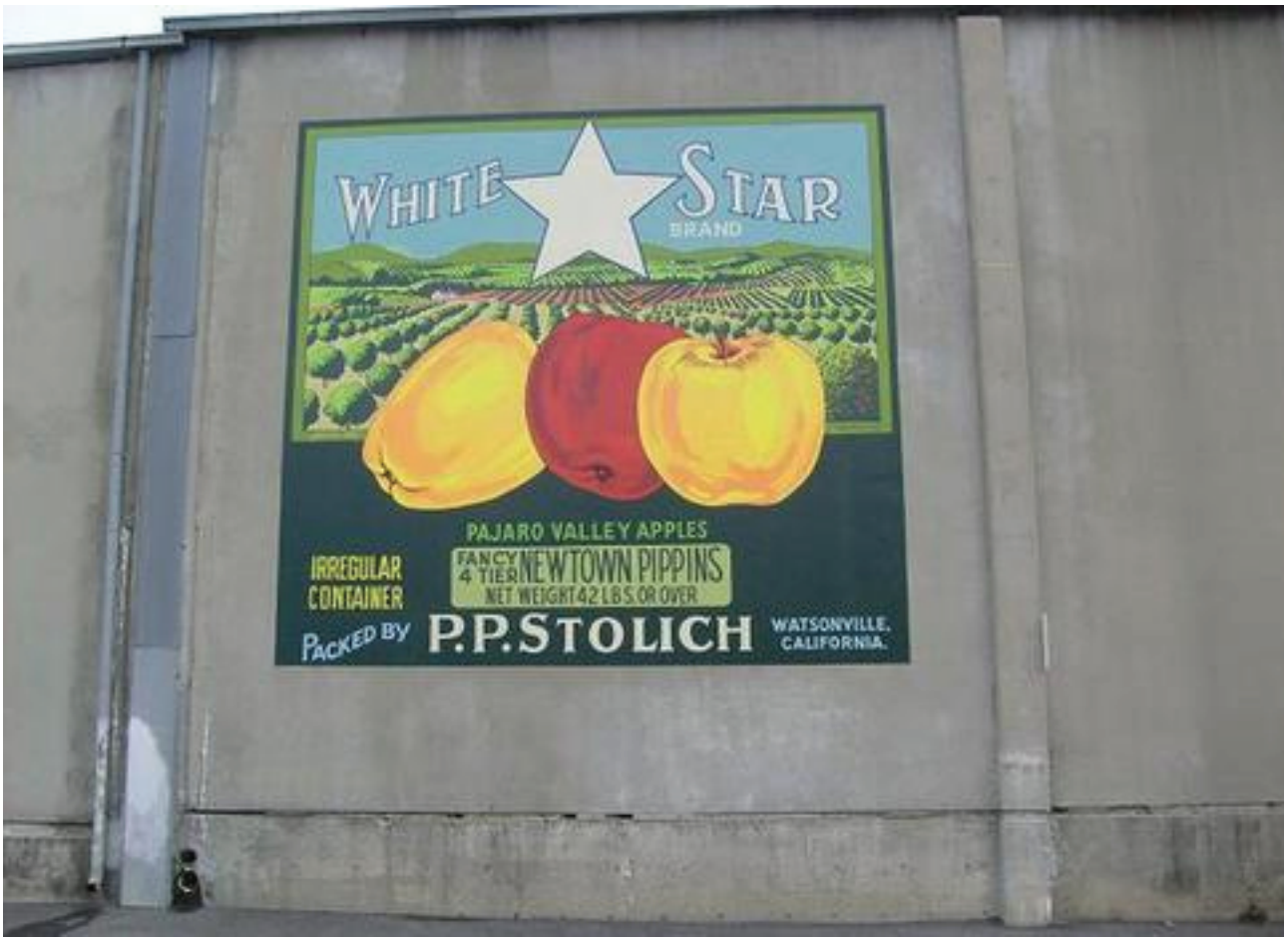
2 SOUTH EXTERIOR ELEVATION
1/8" = 1'-0"

NO SCALE - J.T.

John Ton - Introductory Portfolio / Qualifications

Licensed California Contractor - C-45 833377
50 Years experience in graphic design & mural art
Insured PL / PD

Following are photos with captions, that show a small portion of my mural projects.



City of Watsonville, CA - Fruit Box Label Mural Project, 2010
Approx. 20' x 20'

John Ton - Introductory Portfolio / Qualifications



Rapelling wall for access to paint mural



City of Reno, NV - Alice Ramsey Mural
Approx. 40’ x 15’

John Ton - Introductory Portfolio / Qualifications



City of Capitola, CA - 2011 and 2012 - Winner of City artist competition
Approx. 100 ft wide, varying height, +/- 15 ft.



Detail of above mural

John Ton - Introductory Portfolio / Qualifications



Best of Show (Robby Poblete Foundation)
freestanding sculpture, approx. 6 ft tall - guns, bullets, casings, welded steel, wood, gold, found materials.

John Ton - Introductory Portfolio / Qualifications



Mural commissioned by the Booker T. Washington Community Center, San Francisco, CA - Approx. 34 ft x 36 ft. - 2018 -

Note scaffolding still in place at left of photo for a scale reference.

APPROVAL OF STARBUCKS ART MURAL

RECREATION, PARKS, & MARINA DEPARTMENT

1

- PUBLIC ART PLAYS AN IMPORTANT ROLE IN INCREASING AWARENESS AND ENJOYMENT OF ART BY THE COMMUNITY.
- PUBLIC ART IS MORE ACCESSIBLE AND VISIBLE
- IT INTEGRATES ART INTO THE URBAN FABRIC OF THE CITY.
- PUBLIC ART TRANSFORMS SPACES AND MAKES A VALUABLE CONTRIBUTION TO OUR APPRECIATION OF THE CITY AND THE QUALITY OF PUBLIC PLACES.

2

OCTOBER 19, 2019 – PUBLIC ART POLICY APPROVED

SEPTEMBER 7, 2021 – PERCENT FOR THE ARTS APPROVED CREATING A 1.5% DEVELOPMENT IMPACT FEE

3



4

QUESTIONS?

5

AGENDA ITEM NO. 23

AGENDA TRANSMITTAL

MEETING DATE: July 18, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-____: Approving and Adopting the Parks and Facilities Master Plan.

FISCAL IMPACT: The Park and Facilities Master Plan has already been budgeted.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: At the March 15, 2022, City Council meeting, council approved entering into a contract with GSM Landscape Architects, Inc. for the development of a Parks and Facilities Master Plan.

A Parks and Facilities Master Plan serves as a guiding document for an agency as it seeks to maintain and improve its facilities and parks. The City is working toward implementing improvements to existing facilities that best serve the needs of the community. The Master Plan will serve as a usable "blueprint" to the Recreation, Parks, Marina, and Arts Commission (RPMA), City Council, consultants, and the Recreation, Parks, and Marina Department (RPM) for the future growth and maintenance of the RPM parks, facilities, and services. The Master Plan will be a strategic tool used to guide decision-making pertaining to the reconditioning, development of new, and proof of need of parks, facilities, and recreation programming.

With anticipated additional revenues, this plan will prioritize the needs of the park system and recreation amenities that will enhance programming opportunities for the RPM Department. It analyzes community needs, current facilities, and parks, and it creates a blueprint for the Recreation, Parks, and Marina (RPM) Department to strive for at least the next 10-15 years.

To this point, Suisun City has never had one developed. As more housing projects come to Suisun City and the balance of the Park Development fund grows, the necessity for a parks and facilities master plan grows exponentially.

STAFF REPORT: Since approval in March 2022, the RPM Department has been working with GSM Landscape Architects, Inc. on the development of the Parks and Facilities Master Plan document. The attached document fulfills all requirements laid out by the RPM Department, including the facilitation of community meetings, development of a needs assessment, inventory of City parks and facilities, identification of growth opportunities of new parks and facilities, and a prioritized action plan. Community involvement was critical to the process and those efforts and between August 2021 and September 2022 over 950 community members and stakeholders in engagement activities including;

- On-line surveys (375 respondents)
- Direct mail surveys
- Community workshops
- Focur group interviews
- Ad-hoc Committee meetings
- One-on-one interviews with stakeholders

- Social media interactions
- Recreation, Parks, and Marina Department Playbook
- In person interactions at City special events

The Master Plan was recommended to City Council by the Recreation, Parks, Marina and Arts Commission at its May 24, 2023 Special Meeting.

STAFF RECOMMENDATION: It is recommended that City Council adopt Resolution No. 2023:__: Approving and Adopting the Parks and Facilities Master Plan.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-____: Approving and Adopting the Parks and Facilities Master Plan
2. Final Draft of the Suisun City Parks and Facilities Master Plan
3. Parks and Facilities Master Plan Presentation

PREPARED BY: Marvin Mora, Recreation Supervisor
REVIEWED BY: Kris Lofthus, Deputy City Manager
APPROVED BY: Kris Lofthus, Deputy City Manager

ATTACHMENTS:

1. Resolution Approving and Adopting the Parks and Facilities Master Plan.pdf
2. Final Draft of the Suisun City Parks and Facilities Master Plan.pdf
3. Parks abd Facilities Master Plan Presentation.pdf

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, APPROVING AND ADOPTING THE PARKS AND FACILITIES MASTER PLAN

WHEREAS, the city is working towards implementing improvements to existing facilities that best serve the needs of the community; and

WHEREAS, a Parks and Facilities Master Plan serves as a guiding document for an agency to maintain and improve its facilities and parks for the next 10-15 years; and

WHEREAS, the City has never had a parks and facilities master plan developed; and

WHEREAS, Suisun City Council awarded GSM Landscape Architects, Inc. the contract to develop a Parks and Facilities Master Plan at the March 15, 2022 meeting ; and

WHEREAS, GSM and the city conducted numerous community outreach efforts to gain needed feedback from the community, and

WHEREAS, the Recreation, Parks, Marina, and Arts Commission recommended the completed Parks and Facilities Master Plan to City Council at its May 24, 2023 Special Meeting; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City Approves and Adopts the Parks and Facilities Master Plan.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 18th day of July 2023, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this 18th day of July 2023.

_____
Anita Skinner
City Clerk

CITY OF SUISUN CITY

PARKS, FACILITIES & RECREATION MASTER PLAN



DRAFT

JULY 11, 2023

RECREATION, PARKS, & MARINA DEPARTMENT
SUISUN CITY, CA

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Thank you, City of Suisun City officials, staff, residents, facility users and program participants. The City of Suisun City Parks, Facilities & Recreation Master Plan would not have been possible without your valuable participation and contributions.

City Council Members
Mayor Alma Hernandez
Mayor Pro Tem Princess Washington
Councilmember Jenalee Dawson
Councilmember Amit Pal
Councilmember Marlon Osum
Councilmember Jane Day*
Councilmember Mike Hudson*
Councilmember Wanda Williams*

Recreation, Parks, Marina & Arts Commissioners
Commission Chair Eddrick Osborne
Vice Commission Chair Aaron Sencil
Commissioner Essex Cook
Commissioner Lilia Dardon
Commissioner Jonathan Faria
Commissioner John Harter
Commissioner Donna LeBlanc

Loraine Meek**
Princess Washington**
Tyler Wilson**

Ad Hoc Parks, Facilities & Recreation Master Plan Committee
Kris Lofthus, Deputy City Manager/RPM Director
Eddrick Osborne, RPMA Commissioner
Loraine Meek, RPMA Commissioner**

Recreation, Parks & Marina Department
Kris Lofthus, Deputy City Manager/RPM Director
Marvin Mora, Recreation Supervisor
Kathleen Shrader, Administrative Assistant

Public Works Department
Nouae Vue, Public Works Director/City Engineer
Gemma Geluz, Administrative Assistant II
Jim Herrod, Superintendent
Nick Lozano, Associate Engineer/Project Manager
Jeramy Samo, Maintenance Worker II

Development Services Department – Planning Division
John Kearns, Principal Planner

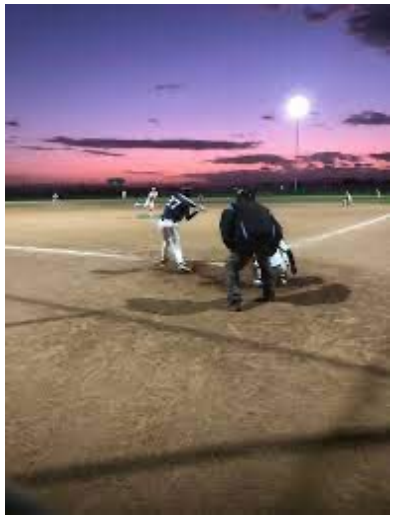
Consultant Team
GSM landscape architects, inc.

* Former City Council Member
** Former Recreation, Parks, Marina & Arts Commissioner

Executive Summary

A. Overview

The City of Suisun City is fortunate to have an extensive and diverse park and recreational system. The system is a source of pride for the community and provides many outlets for healthy activities and community building for Suisun residents. The City's Parks, Facilities & Recreation Master Plan will serve as a strategic tool to guide decision making regarding future growth, maintenance and improvement of existing parks, paths and trails, athletic, and recreation facilities. The Master Plan will demonstrate desire and need for facilities and programming including renovation of existing sites, and acquisition and creation of new facilities and programs for residents and visitors of Suisun City.



The Plan follows from and builds upon a legacy of community inquiry and priority examination undertaken by the City in transparent, inclusive, and collaborative public-based outreach efforts extended over decades of active and effective debate and engagement. The Plan recognizes and capitalizes upon the deep and unique experience, perspectives, and informed opinions of City of Suisun City maintenance and professional recreation, engineering, and management staff along with views and visions of elected and appointed policy and decision-makers.

The Master Plan provides detailed assessment of all City parks and recreation facilities with broad and meaningful input regarding facility attributes, deficiencies, opportunities and priorities for repair and enhancement. Recommendations for reconditioning and improvement of each site are outlined and explained in the Master Plan. In addition to the City's annual park and recreation development, programming, and maintenance budget, limited grant funding is available for park and recreational projects. The Master Plan informs the prioritization of needs of the park network to achieve desired enhanced recreational facilities and programming, aligned with community, staff and decision-makers wants and expectations.

The Master Plan public involvement process supplements, updates, and refines input solicited and received during the City's 2021 on-line Recreation, Parks, Marina & Arts Commission Facility Assessment effort. The more recent community input, received in conjunction with this master planning effort, indicates that residents strongly value parks, recreation facilities, trails and open space, desire improvement of existing facilities, and support creation of new recreation opportunities. Staff and policy decision-makers have strongly endorsed expanding recreational services through acquisition of land and development of an additional sports complex to strengthen recreational opportunities, and build community, economic vitality, and health.



The demands for improvement and expansion of Suisun's recreation facilities and programs exceed available funding. Importantly, the Master Plan provides guidance regarding capital improvement and long-term maintenance costs which will inform funding options, prioritizing and project implementation in years to come.

B. Purpose

The Master Plan is a tool to link and implement policies and direction established by Guiding Principles and Goals adopted in the Suisun City 2035 General Plan. Further, it provides information to staff and decision-makers in the development and prioritization of improvements, maintenance, and/or acquisitions in the City's General Fund and Capital Improvement Program (CIP) Budgets.



The General Plan includes eight broad aspirational Guiding Principles from which topic-specific General Plan Goals are derived. *The Community Facilities and Services Chapter* of the 2035 General Plan (one of ten distinct chapters) includes goals and objectives which provide policy direction relative to parks and recreation services community wide. Most pertinent to this effort, is *Goal CFS 3*:

Goal CFS 3
Meet the active and passive recreational needs of Suisun City residents and visitors. The City will revise the Zoning Ordinance, Downtown Waterfront Specific Plan, and other relevant regulatory documents to comply with the 2035 General Plan for the provision and funding of parks and recreation facilities. The City will seek funding to monitor the use of existing recreational facilities and participation in recreation programs, identify local preferences and priorities for future recreational facilities and programs, and implement appropriate improvements to existing facilities and development of new facilities to accommodate demand generated under the 2035 General Plan. The City may pursue these actions through a Parks and Recreation Master Plan or other means.

This Goal encourages provision of sufficient and well-designed parks, trails, and water-oriented recreational facilities, and consideration to prepare a Master Plan to implement General Plan program and policy direction:

Policy CFS 3.1 *The City will ensure provision of community, neighborhood, and smaller parks and plazas at a ratio of at least 3 acres per 1,000 residents.*

Policy CFS 3.2 *New developments shall dedicate and/or contribute on a fair-share basis toward improved, publicly accessible parkland, according to City park standards.*

Policy CFS 3.3 *The City will continue maintenance and enhancement of shared facilities with Fairfield-Suisun Unified School District and seek to collaborate with other agencies to provide additional high quality, cost effective park, recreation, and trail facilities.*

Policy CFS 3.4 *The City will collaborate with relevant advocacy groups to provide additional recreational facilities that meet the needs of residents with different developmental and physical abilities.*

Policy CFS 3.5 *The City should seek to maintain, expand, and enhance multi-use trails, with a focus on designs that serve multiple purposes, such as habitat conservation and restoration, stormwater conveyance and water quality maintenance, buffering, and other purposes.*

Policy CFS 3.6 *The City will support the establishment and expansion of private recreational facilities to meet existing and future recreational and leisure needs and facilitate local tourism.*

Policy CFS 3.7 *The City will support development and enhancement of environmentally sound recreational opportunities to experience the Suisun Marsh and Slough.*

Policy CFS 3.8 *The City will continue to develop and enhance the recreational benefits associated with the Suisun Channel, including unimpeded access to the Downtown Waterfront Area by boaters from elsewhere in the region.*

Policy CFS 3.9 *The City will seek to capitalize on opportunities in new development, reinvestment projects, and public infrastructure projects to develop and/or restore multi-benefit corridors that can connect pedestrians and cyclists with local destinations, provide a buffer between the railroad or high-volume roadways and noise sensitive uses, conserve water and other resources, improve aesthetics, convey, and filter stormwater runoff, accommodate community gardens, and provide other useful public purposes.*

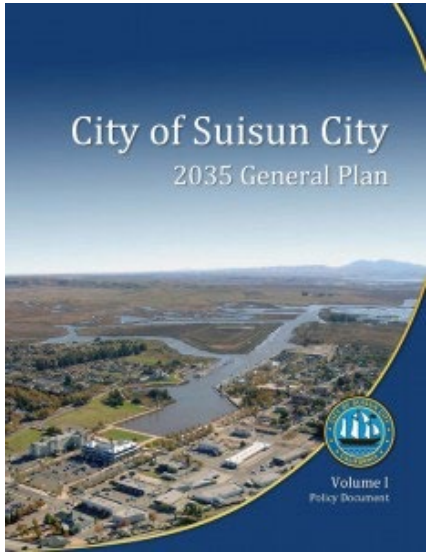
Policy CFS 3.10 *Recreational facilities should be designed to minimize surface runoff, maximize the use of climate-appropriate and low-maintenance landscaping, provide habitat for native species, and incorporate universal access principles to facilitate use by people of all ages and abilities.*

Capital Improvement Program:

The General Plan articulates high-level or broad policies and aspirational visions for parks, open space, and recreation pursuits in the community. A multi-year CIP establishes a realistic detailed schedule and budget for design and development of parks improvement (acquisition, design, reconditioning, improvement, expansion, etc.). A Parks, Facilities & Recreation Master Plan allows the decision-makers to "translate" and connect the vision set in the General Plan into policies, project details and budget for inclusion and implementation in the CIP. Thereby realizing the big picture vision into actual construction improvement and delivery of facilities and programs for community enjoyment.

Strategic Planning:

To strengthen the City's governance practices and provide a framework for policymaking and budgetary decisions, the City initiated a Strategic Planning process. Significant public outreach and community engagement was conducted along with a City Council and key management staff special study session to develop the elements and content of the Strategic Plan. The Council adopted the Plan in October of 2019 and thereby established a Mission Statement, Vision Statement, Statement of Values, and Strategic Plan Goals for a five-year period (2020-2025.)



Residents identified public safety (fire, police, paramedics services, code enforcement, and emergency preparedness), street and road improvement, and economic development including emphasis on Downtown revitalization as key priorities. Community members also emphasized the need for focused attention and improvement on quality-of-life services and efforts including senior services, events at the Harbor Theater, and programming for youth.

These succinct outcomes of the Strategic Plan serve as important starting points and inputs to the Parks, Facilities and Recreation Master Plan. Key among the Strategic Plan Goals informing the Master Plan for the planning period are Goals 1, 2, 5 and 6.

Strategic Plan - Goal 1 directs efforts to *Revitalize Downtown Waterfront District*. It identifies strategies to be pursued to:

- Improve the Downtown District and historic areas.
- Explore viable tax-enhancing mechanisms to improve infrastructure.
- Promote better utilization of waterways.

Strategic Plan - Goal 2 speaks to *Develop Sustainable Economy* with five recommended strategies, two of which are particularly germane to this Master Planning effort:

- Increase eco-tourism opportunities through better usage of ecological assets.
- Perform a detailed inventory of underutilized land in the city and develop a plan to activate the property over a ten-year period.

Strategic Plan - Goal 5 *Ensure Fiscal Solvency*.

This goal recognizes the many demands before the City and the myriad services, desires and high expectations of its residents, decision-makers, and staff. The goal further identifies new revenue options to achieve policy, facility, and programming objectives. Fiscal management strategies adopted to address the goal include:

- Leverage existing resources appropriately.
- Explore privatization or contract opportunities.
- Maximize grant opportunities.
- Develop a long-term fiscal policy and asset management plan for all departments.

Goal 6 *Enhance Environment* calls for strategies to:

- Improve walkability of the entire City.
- Improve tree inventory and plant more trees.
- Promote community and neighborhood livability.

This Master Plan also functions, through its community engagement processes and public deliberation, to update and galvanize the community's vision, expectations and importantly support for parks and recreation system improvements.

Finally, the Plan provides current data and guidance regarding system funding needs both for land/facility acquisition and/or reconditioning and improvement as well as critically important regular/on-going maintenance demands. This financial data is useful in identifying one-time (capital project) and sustained system-needed funding (maintenance and programming.)
The Master Plan follows a common approach to long-range planning: defining the confines of the project, ascertaining user demographics, understanding background and the basis of previous decisions, assessing existing facility conditions, programming capacity and relevant needs, engaging with the community, documenting findings, making recommendations, and developing an Implementation Plan.

C. Community Resources

Suisun City has an abundance of open space, trails, and parks in more than 95 acres of publicly owned active parklands including three community parks, six neighborhood parks, four pocket parks and plazas, a community garden, and large-scale sports (baseball/softball) complex. An extensive path and trail system exists strengthening the community's multi-modal transportation options and providing abundant opportunities for residents to enjoy the unique interface Suisun City enjoys with the Suisun Marsh, Slough, and Grizzly Island Wildlife Area. These community assets provide a broad array of active and passive, multi-generational recreational experiences offered at sites ranging from bikeways and trails to mini parks and plazas, to neighborhood and community parks, to a sports complex.



City facilities where senior, youth, childcare and expanded learning programs, culture and arts, fishing, boating, water sports, and community programs are offered include Joseph A. Nelson Community Center, Harbor Theater, Suisun Harbor Master Building and Marina.

These facilities and parklands support: community gathering spaces; passive open space and remarkable nature and environmental refuges and restoration sites; wildlife and ecosystem education, immersion, enjoyment, and viewing stations and trails; neighborhood barbeque and picnic facilities; dog park; informal and competitive sports (volleyball, soccer, baseball, softball, etc.); walking and biking; marina, fishing, and boating activities; cultural, performing and visual arts; programs and activities for youth and seniors. The community enjoys a generous parkland-to-resident ratio, meeting *Policy 3.1* of the City's General Plan.



In addition to traditional city-owned and sponsored recreation facilities and programs, Suisun also partners with other public entities and has long-standing collaborative and synergistic relationships with local service and non-profit organizations. The Fairfield-Suisun Unified School District, Solano County Office of Education, Library and Transportation Authority, Solano Land Trust, Suisun Resource Conservation District, and State of California (grants and highway clean up) are important public partners.



Suisun City Waterfront Business Improvement District, Friends of Suisun City Parks, Kroc Center/Salvation Army, Food Bank/Meals on Wheels, Sports leagues (Lambrecht Sports Complex), Veterans Association, Solano Yacht Club, Fairfield-Suisun City Visual Arts, service clubs, and neighborhood homeowners' associations form a strong and invaluable team of partners and service providers in the delivery of recreational services and facilities to the residents of Suisun.

Site inventory and assessment, as well as the detailed information in the Master Plan resources, inform the shared recognition of the community's recreation opportunities, facilities, wishes and needs. This input serves to fuel discussion and encourages community feedback to influence the direction of findings and recommendations regarding sites, land, facilities, and programs for current and future community needs.

D. Community Involvement

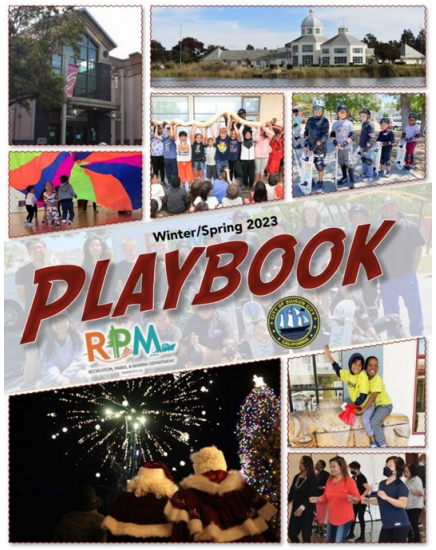
The City of Suisun City facilitated engagement with community members, user groups, allied agency partners, appointed and elected leaders, Parks and Recreation and Public Works program and maintenance staff, and an Ad-hoc Advisory Committee to provide input and direction on the elements of the Parks, Facilities & Recreation Master Plan.

Between August 2021 and September 2022 nearly 950 residents and staff members participated in the community engagement and planning process for development of the Master Plan.

Input, opinions, and feedback were gathered through numerous avenues and tools including:

- On-line surveys
- Direct mail surveys and questionnaires
- Community workshops
- Focus group interviews
- Ad-hoc committee meetings
- One-on-one interviews of key stakeholders
- Social media website
- Media blasts
- City of Suisun City Playbook (direct mail and electronic distribution)
- In person staff tabling at City-sponsored events

The City conducted an on-line survey in 2021 through which 375 participants provided community input and data regarding impressions of parks and recreation facilities and programming and made suggestions for improvement and expansion of facilities and offerings. Additionally, the City-appointed Recreation, Parks, Marina & Arts Commission established an ad-hoc committee, to compile a comprehensive inventory of all City parks and recreation facilities.



The diverse and broad methods of outreach and varied communication tools allowed multiple opportunities for residents, community groups, neighborhoods, advocacy entities, key staff, appointed and elected policy and decision-makers to participate in and offer multilayered input, feedback, and guidance.

The Master Plan stands on this rich information and seeks to organize and articulate its practical, and aspirational voice and vision. Participants were able to meet face-to face with key City staff and the consultant team to share experiences and ideas. Additionally, residents were able to offer input regarding park and recreation facilities and programming conditions and needs independently via electronic platforms. This effort of engagement ensures that the Master Plan reflects the shared priorities of residents, staff, and decision-makers. For Suisun City, building on established partnerships and expanding or pursuing new collaborative relationships with public and private entities will be critical to accomplishing the community's goals and expectations.

E. Park and Recreational Facilities Assessment

Essential to preparing this Parks, Facilities & Recreation Master Plan, the consultant team conducted research of and visited all park, recreational, trail and community sites to document existing facility conditions through written notation and photographic record. Assessment included review of amenities, condition, functionality, and comfort/convenience for users. City stakeholders provided additional contributions which were included in the report. Facility assessment is categorized by type: *Parks; Buildings; Marina; and Trails*.

Parks:

Suisun City's parks fall into four categories based upon size and use. Studied sites include pocket parks and plazas, neighborhood parks, community parks, sports complexes, and community gardens.



Buildings:
Buildings and associated facilities reviewed include:

- Harbor Theater
- Joseph Nelson Community Center
- Suisun City Senior Center (Facility was closed in 2021. Senior services and programs are offered at the Joseph Nelson Community Center.)



Marina:

Facilities associated with Suisun City Marina reviewed include:

- Harbor Master Building
- Marina areas



Trails:

Suisun City has four dedicated trails and bikeways, including:

- Central County Bikeway
- Grizzly Island Trail
- McCoy Creek Trail
- Peterson Ranch Linear Park

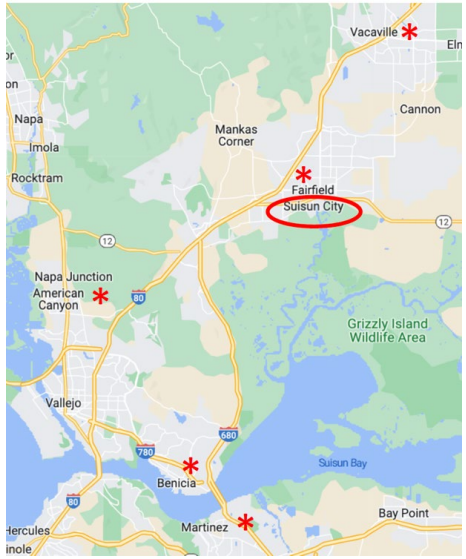


Research, analysis and documentation of all existing City park and recreational sites and facilities is critical to evaluating current assets and understanding how they relate to future park and recreational needs and desires. From this research, the consultant team prepared written recommendation reports for each site including:

- Constraints
- Opportunities
- Recommended prioritization for improvement
- Schedule and general estimate of probable capital cost

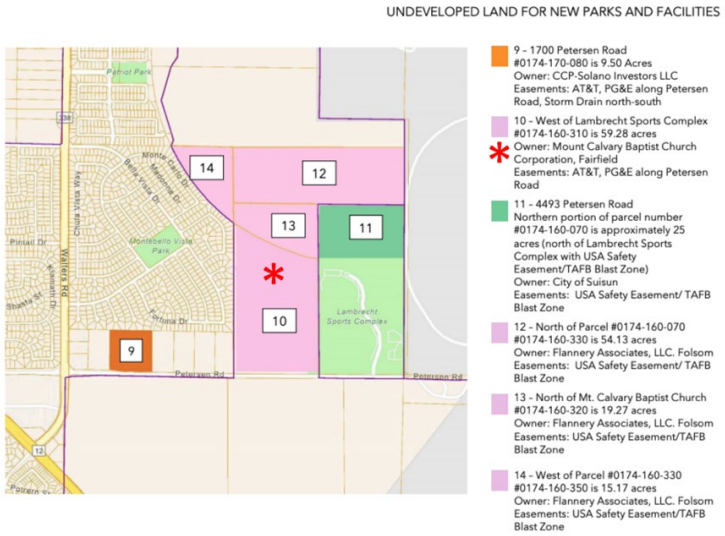
F. Comparative Analysis of Neighboring Cities

The consultant team conducted research and provided documentation to record how Suisun City's Park and Recreation operating budgets, staffing levels, facilities, programs, and salaries compare to those of surrounding public agencies. Cities of Fairfield, Vacaville, Benicia, American Canyon, and Martinez were selected for comparison purposes, and included in the review. This comparison will help inform Suisun City leaders of how their agency compares to surrounding city offerings, programs, facilities, staffing levels and salaries, and aids in the planning and budgeting for future park and recreational development, maintenance, and operations.



G. Undeveloped Land Opportunities

An examination of City and privately owned parcels within Suisun City limits or sphere of influence were identified and reviewed for park and recreational development.



Parcels:

Vacant and underused parcels for future park and recreational development included:

- Three City-owned sites: Sheldon Plaza, the City's Senior Center Building (closed in 2021), and Parcel #11, north of Lambrecht Sports Park
- 12 undeveloped privately-owned sites
- Parcels were presented to City staff and the Master Plan Ad-hoc Committee
- One 59.28-acre parcel (Parcel 10) was selected for future consideration

H. Findings

Suisun City residents value and utilize the varied parks, open space and recreation facilities and programs available throughout the community. City leaders take pride in the vast inventory of park and recreational assets and amenities they offer. City staff is committed to professional management and care of the public lands, facilities, and community-valued programs.

The overwhelming majority of participants in the diverse engagement and outreach efforts conducted over the past two years expressed appreciation for the thoughtful development of the City's Park system and the community-focused facilities and programming. Gratitude and excitement were expressed at the opportunity to offer observations and suggestions for system improvement to better serve changing interests and needs as the community grows and changes.



The input received through community and stakeholder engagement revealed a remarkable degree of agreement around satisfaction with the community's parks, facilities, and recreation system offerings. In general, no gross facility or programming needs were identified; however, many modest areas of improvement, replacement, enhancement, or expansion were raised. Additionally, Parks and Recreation staff have urged the development of an additional sports complex for competitive/tournament soccer. A significant percentage of residents participating in the 2022 Comprehensive Community

Survey support the creation of an appropriately designed and financially feasible sports complex.

The need for enhanced levels of sustained maintenance and regular renovation, repair, and replacement of park and facility amenities is clearly desired by residents, community leaders and City staff.

The people of Suisun City enjoy the diverse parks system and support improving and promoting Marina and Waterfront facilities to serve the community and attract visitors. They value the combination of neighborhood, community parks along with the abundance of open space, paths and trails providing access to natural areas and wildlife viewing. The mix of smaller local/neighborhood and larger more community and visitor-serving sites and facilities provide variety, excitement, and access to many recreational opportunities. Residents frequent and value the programming available through the parks, community-appropriate public facilities, and shared use public assets.

Key Needs:

The Master Plan provides information for the community and its decision-makers to guide actions and associated financial choices, needs and budgeting commitments. The Plan provides recommendations to respond to needs, opportunities and priorities flushed out through the engagement and planning process.

- Regular reconditioning and renovation of park and facility amenities
- Enhanced and sustained level of park maintenance
- Safe, clean, and well-lit family-oriented parks
- Vibrant Downtown Marina and Waterfront spaces
- Greater connection to the arts in parks and buildings, and along trails and bikeways
- Improved connection of people to nature
- Themed and non-prescriptive play areas for children
- Enhancement of parks to accommodate users of all abilities
- More pet waste stations
- Community garden
- Additional sports fields and exercise stations
- Creation of additional multi-use sports courts
- Addition of tennis courts
- Addition of covered picnic and barbecuing areas
- Splash pad or similar water play amenities
- Addition of a sports complex
- Regular evaluation and refreshing of programming
- Partnerships with allied public and private entities
- Enhanced and regular communication regarding programs, events, and parks and recreational system policy of planning discussions and meetings

System Improvements:

The care and expansion of the existing parks and recreation system necessitates leadership and sustained investment and improvement to fully respond to the input received during the extensive community and staff engagement process.



System enhancements for consideration include:

- Modernized buildings and facilities (Harbor Theater and Community Center)
- Park and recreation facilities development
- Creation of sports fields within suitable existing parks
- Play equipment replacement and enhancement
- Water-play feature selection and installation
- Park furniture, equipment and amenities repair and replacement

- Improved lighting, trash management and signage
- Shade, seating, and cooking enhancements
- All ability access enhancements
- Land acquisition for development of an additional sports complex
- Sustained financial commitment to park, facility and amenity renovation, replacement, and maintenance

Park Land and Recreation Buildings:

The comparison of park land to population with ratios of similar and nearby communities, as well as consideration of travel distance to park system features, indicate that Suisun exceeds the goals of its General Plan, however, lacks desired park and recreational amenities including updated building facilities and furnishings, improved access within sites, inclusive play features, water play, exercise stations, sports courts, and additional sports fields to address public need.



Sports Fields and Facilities:

While the community has extensive, well-used and loved sports fields and amenities, more are desired. Park and Recreation staff recommended development of new facilities to accommodate both formal/competitive and informal sports play. Introduction of more modest sports fields for recreational soccer and other sports can be accommodated within redesigned existing city park sites. A multi-use soccer field complex is identified as a facility to address growing needs for additional competitive/tournament play. Through this Master Plan process, the 59-acre site directly west of Lambrecht Sports Complex is most desired by City staff and stakeholders for such development.

Outdoor Sports Play:

More formal sports courts including multi-use courts and tennis courts are desired. Such amenities can be accommodated within reconfigured existing park sites.

Water Play:

Much interest was expressed in introducing water play features to existing park sites. Splash pads, interactive fountains and other water playground features can be incorporated into existing park sites.



Park Features and Amenities:

Residents desire additional amenities to facilitate enjoyment of parks. Exercise equipment, areas for multi-use programs, trees and plant material, shade structures, picnic and barbecuing features and furniture are needed at selected park sites.

Improving accessible routes to park features, reconditioning, replacement and improvement of older park equipment, furniture, plant material, lighting, trash receptacles, etc. are needed throughout the parks system.

I. Recommendations

Suisun City's Park and Recreation System is much-loved, well-used and functional but requires substantial investment to address improvement backlogs, a history of insufficient annual funding for repair/replacement and regular maintenance, and capital to undertake expansion and improvement of the system to address community needs.

Numerous budgeting strategies will be necessary to achieve the community's vision and allow parks and recreation resources to be maintained and improved in a regular high-quality manner. Funding is necessary to address the backlog at existing sites, add new facilities at existing parks and facilities, and for acquisition and improvement of a new sports field complex.

Operational and maintenance costs for the community's parks and recreation system are substantial and require an even greater, and sustained, commitment to achieve and maintain the level of care and facility quality desired by Suisun residents, staff, and community leaders.

Replacement life cycles require further evaluation and decisions to balance expectations with realistically regularly available funding resources. Additional park land and facilities are desired and new amenities needed; increased resources for park maintenance and reinvestment are necessary. Expansions and improvements must occur in concert with long-term revenue and funding sources.

Park Elements:

Children and Family Needs:



- Examine existing park sites for opportunities to establish neighborhood scale interactive and water playground amenities.
- Renovate play equipment; add a tot-lot to an existing park site.
- Replace and improve existing park amenities including shade features, picnic and barbecuing furniture and equipment, lighting, and trash receptacles. Include amenity upgrades to the dog park (shade features, watering facilities, furniture, trash receptacles.)
- Add exercise equipment to an existing neighborhood or community park.
- Establish an additional community garden with supportive programming. Note: The City is currently planning Prosperity Park Community Garden, scheduled for construction in 2024. This will fulfill public need for public garden infrastructure, access, and programing.
- Incorporate art in parks and open spaces as focal and functional elements.
- Enhance multi-generational use of existing facilities.
- Improve habitat and sustainable practices with native landscaping.
- Renovate underutilized parks to refresh amenities and programming to serve more residents.
- Improve condition of existing fields to facilitate greater access and use.
- Increase public safety patrols and stronger enforcement of unauthorized or disruptive behavior in and near park and recreational facilities, improve lighting and site amenities to encourage greater use and activity.
- Increase programming such as Tai Chi, painting in the park, yoga, etc. to draw more users.
- Explore pop-up uses, mobile recreation features and programs and emerging events at parks.
- Consider public/private partnerships for park programming, events, and activities.
- Improve and expand effective two-way communication. Share information regarding parks and recreational activities, events, programs, policy considerations, facility improvements, etc. with the community often and early. Utilize multiple methods of communicating and evaluate methods regularly for effectiveness and adjust as needed.
- Enhanced and sustained funding for parkland and facility maintenance is necessary to achieve and sustain the level of facilities desired by residents and community leaders.

Athletics:

Sports Field and Facility Needs:



- Examine existing park sites for preferred locations for additional multi-use sports courts, tennis courts, and sports fields.
- Examine the market demand and financial feasibility to acquire land and develop an additional sports complex park suitable for competitive/formal (tournament) and informal (recreational) field play.
- Pursue the vision of an additional sports complex on the property west of Lambrecht Sports Complex. Develop a concept master plan and convene an ad-hoc committee to refine the plan, solicit community input and offer findings regarding market and financial feasibility, community support, funding, operations and management options and recommendations to the City Council for next steps. The committee should include Recreation, Parks, Marina & Arts Commission members, advocacy group members, neighborhood representatives, public agency partners, and community members at large.

Capital Improvement Program:

- The one-time and on-going improvement of parks and recreation facilities must be considered and included in the City's long-term/multi-year Capital Improvement Program (CIP) and annual budget. Funding must be identified and allocated in the CIP for each project.
- An annual Parks Facilities Renovation/Improvement project with requisite funding should be included in the multi-year CIP with the goal of addressing backlog renovation needs within a 10-15 year period.
- Program and project improvement proposals must include funding for long-range maintenance.
- Funding for capital projects must include cost escalation for soft and hard costs.
- Create a capital reinvestment fund to ensure on-going and long-term funding for facility repair and renovation.

Maintenance:

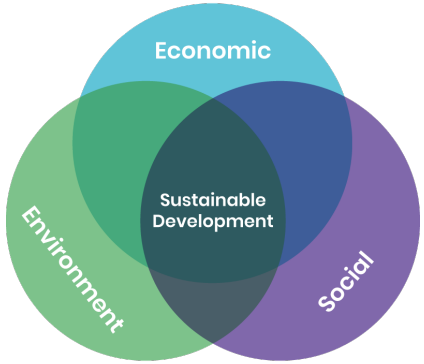
- Establish level of service standards for park and recreational facilities.
- Provide funding and structure for adequate maintenance resources.
- Update the on-line complaint and repair reporting system and prioritize staff response and action.
- Incorporate sustainable features and maintenance practices into parks facilities to reduce water consumption, run-off and maintenance costs.
- Consider replacing turf fields with synthetic turf or drought-tolerant hybrid seed/sod turf to reduce water consumption and maintenance demands.
- Parks and recreational facilities should be managed and maintained at a high standard. Funding and an outcomes-based action plan to address the backlog of repair, replacement and reconditioning of park amenities should be adopted.
- Adopt a facilities tracking and management program to assess park amenity conditions, lifecycle and repair or replacement schedule. The program should include regular maintenance items (mowing, irrigation adjustment and repair, turf management, litter and trash servicing, plant pruning, replacement, and fertilizing, etc.) and longer-term tasks like court resurfacing, or furniture replacement. Utilize the program for personnel allocation, scheduling and budgeting.
- Explore financial savings available through increased opportunities for shared or privatized services consistent with the community's target level of service.

Support for Funding:

- The community, staff and decision-makers have identified desired and needed projects and improvements well beyond the current funding capability of the City. The community has indicated that support for additional property-based revenues exists in limited forms. Therefore, other funding mechanisms and choices will be required to move the list of projects forward and to provide the financial resources necessary to address maintenance and repair backlogs and sustain a higher rate of improvement and regular maintenance to the parks system.

Mechanisms for Funding:

- Use of accumulated park improvement grant funds
- Allocations from the General Fund during budgeting processes to the CIP and maintenance services
- Adjusted developer impact mitigation fees
- Adjusted user fees and targeted program rate of recovery
- Regional, State and Federal grants and direct awards (earmarks)
- Exploration of increases in local taxes (Sales Tax, Transient Occupancy Tax, Property Transfer Tax, new Excise Tax on construction, Business License Tax, etc.) with proceeds assigned for parks and recreation purposes
- Further exploration of community support of local or regional tax revenue measures
- Land-based Financing: Assessment Districts (Mello Roos, Landscape and Lighting Districts, Community Facilities districts, etc.)
- Enhanced Infrastructure Financing Districts
- General Obligation Bonds: voter approved debt (bonds) serviced by annual assessments collected through property taxes - proceeds are not available for programming or maintenance services
- Sale of surplus lands and assignment of proceeds for parks and recreation purposes
- Increased/adjusted Lighting and Landscape District fees with dedication of resources to appropriate park and recreational facility upgrades and maintenance
- Formation of a Suisun City Parks and Recreation Foundation or similar body for fundraising and philanthropic purposes
- Issue a Request for Proposals to operate and manage the Harbor Theater
- Public/neighborhood fund raising
- Public/private partnerships: purchase and develop a new sports complex; renew efforts to contract Harbor Theater management and operations to a qualified third-party entity
- Private Grants and philanthropic organizations may support programs or facilities which align with their focus, mission, or support local/regional needs in conjunction with corporate responsibility or promotion



- Prop 68, Parks, Environment and Water Bond—per capita and competitive grant programs
- Community Development Block Grants: funding is through the Federal program administered by the Department of Housing and Urban Development (HUD) - several programs and project funding options are available with targets to serve/benefit lower income areas/populations
- Federal Funding Opportunities: with focus on improvements to reduce climate change, improve multi-modal transportation, improve water quality, repair, and replace aged infrastructure
- State Land and Water Conservation Fund
- Infrastructure, Investment and Jobs act (Infrastructure Bill)
- Inflation Reduction Act

J. Conclusion

Suisun City is a proud city with engaged, enthusiastic, diverse, and practical residents. The community and its leaders have accomplished much in the Parks and Recreation System and jointly recognize that more is needed. This Master Plan fulfills the policy direction contained in the General Plan and, through a high-level evaluation informed by substantial rich input from community members, dedicated City staff and responsible and thoughtful leaders, presents findings and recommendations for system-wide enhancement in-line with community desires.



The information in this Master Plan is intended to be a tool to assist the community and decision-makers in selecting and pursuing funding and improvement decisions and establishing long-term commitments for the care of this beloved and community-valued system and its programs. An expanded, improved, and well-maintained Parks and Recreation System will continue to enrich the quality of life for Suisun City residents and build community pride and bonds. Such City-guided efforts and commitments will further enhance the standing of the community serving to strengthen the sense of community and increasing the attractiveness of Suisun as a destination for businesses and visitors.

INVENTORY AND ASSESSMENT

Community Parks and Recreational Facilities Inventory and Assessment

A. Site Inventory and Analysis

The consultant team conducted research of and visited all park and recreational facility sites to document existing conditions through written notation and photographic record. Facilities were reviewed for functionality, level of comfort for users, public access to sites, and convenience/usability of elements within sites.

Assessment was reviewed with City staff and stakeholders, and additional individual contributions were included in the Master Plan. Inventory and assessment information is represented by the following facility types:

Parks:

- Pocket Parks and Plazas: City Hall Point, Harbor Plaza, McCoy Creek Park, Reverend Clayborn Lea, Sr. Park, Sheldon Plaza, and Todd Park
- Neighborhood Parks: Independence Park, Lawler Falls Park, Mike Day Memorial Park, Montebello Vista Park, Patriot Park, and Samuel W. Goepp Park
- Community Parks: Carl E. Hall Park, Heritage Park, and Lawler Ranch Park
- Sports Complexes: Lambrecht Sports Complex
- Community Gardens: Prosperity Park Garden (2024)

Buildings:

Buildings that provide offerings for cultural, performing, and visual arts, youth, senior and the community classes and events, include:

- Harbor Theater
- Joseph Nelson Community Center
- Suisun City Senior Center (building was closed in 2021. Senior services and programs are offered at Joseph Nelson Community Center.)

Marina:

One of Suisun City's most treasured recreational amenities is its Harbor and public access to the Suisun Slough and Marsh. Facilities reviewed associated with the Marina include:

- Harbor Master Building
- Restrooms and showers
- Boat launch, ramps, and docks
- Berthing slips
- Fuel and pump out stations

Trails:

Four dedicated trails and bikeways studied include:

- Central County Bikeway
- Grizzly Island Trail
- McCoy Creek Trail
- Peterson Ranch Linear Park

B. Site Opportunities and Recommendations

Research, analysis and documentation of all existing City Park and recreational sites and facilities is essential to evaluating current assets and understanding how they relate to future park and recreational community need and desire.

Based upon input gathered through 2021-2022 stakeholder outreach and engagement, City leadership, staff, and the community desire development of the following elements:

- Covered picnic and barbecuing areas
- Splash pad or similar water play amenities
- All-inclusive playground and toddler specific play areas
- Exercise stations
- Community garden
- Multi-use sport courts

- Baseball/softball fields
- Sports fields
- Tennis courts
- Additional sports complex

Further, they expect:

- Regular reconditioning and renovation of park and facility amenities
- Regular evaluation and refreshing of recreational programming
- Enhanced and sustained level of park maintenance
- Safe, clean, and well-lit family-oriented parks
- A vibrant Downtown Marina and Waterfront area
- Improved connection of people to nature
- Greater connection to the arts in parks and buildings, and along trails and bikeways
- Enhancement of parks to accommodate users of all abilities
- More pet waste stations
- Themed and non-prescriptive play areas for children
- Partnerships with allied public and private entities

With an understanding of these goals, and through additional research, the consultant team prepared written analysis and recommendation reports for each site that include:

- Opportunities and constraints
- Recommended site improvements
- Suggested schedule for improvements and prioritization
- General opinion of probable capital costs

C. Design and Review of Capital Improvements

Any project to be constructed is subject to design, plan preparation, engineering, review and permitting by City, County and State offices, depending on the project, its parameters, and features. Once a project is approved, it can be bid and built. Each project will have its own distinct timeline, and some may be completed in phases over several years.

D. Accessibility and ADA Compliance

Under federal regulations, when parks and recreation facilities are built or altered, they must comply with the ADA Standards for Accessible Design (ADA Standards), which require inclusion of features such as accessible parking spaces, routes, toilet facilities, and spectator areas. The City will need to consider this as they move forward with project implementation.

Outdoor play areas for children ages two or older should be given equal opportunity to play. Playground equipment and facilities constructed or altered must comply with ADA Standards for Accessible Design, most recent edition.

According to ADA, an accessible playground is one that offers a range of play experiences to children of varying abilities. There must be: An accessible path from the building or parking lot to the edge of the play area, and an accessible path from the edge of the play area to the play equipment. Surfacing surrounding the play equipment must comply with ASTM 1951 (Determination of Accessibility of Surface Systems Under and Around Playground Equipment). Once a child is in the play area, they must be able to access the play equipment by either moving out of their mobility device onto the playground structure (such as a transfer station) or by direct play structure access in their mobility device (such as a ramp).



E. Cost Projections

Opinions of Probable Capital Costs assigned to Master Plan projects were based on the consultant team's professional judgement and experience in designing and performing construction administration for similar public projects, including review of recent construction bid results. For some items, costs are based on parametric measurement with per unit assignment of fee or rate. Additionally, budgets are based on written quotes from specific vendors and suppliers with estimated cost for installation.

The general opinions of probable costs developed for Master Plan projects are budgetary only and will require refinement and updates as the projects are designed.

F. Cost Escalation and Maintenance Expenses

The City will need to budget for construction escalation through industry recognized sources, and by using historical averages, on a yearly basis.

Maintenance Expense:
Each city has its own way of determining maintenance costs and budgets. Suisun City park and recreation facilities are maintained by the Public Works Department with funding from both the City's General Fund and Landscape and Lighting Districts for specific district areas. As new projects are planned, it is important that the City adopt annual maintenance operations budgets for each project with an escalation factor built in. This should be review and adjusted annually.

G. Other Considerations

Prevailing wage rate:
The prevailing wage rate is the basic hourly rate paid on public works projects to a majority of workers engaged in a particular craft, classification, or type of work within the locality and in the nearest labor market area. Prevailing wage rates for City of Suisun projects are consistent those set forth by Solano County, issued twice per year. This is an important consideration in providing cost projections for the construction and maintenance of City park and recreational projects.

Grants and other funds:
Often, public, and private grants and funding have mandatory accounting regulations and documentation associated with budget distribution. This can add cost and should be considered as the City plans and implements projects through these sources.

PARKS, BUILDINGS, MARINA AND TRAILS

CARL E. HALL PARK

Pintail Drive between the Kroc Center and Suisun Library

Type: Park
Size: 10.0 acres
Age: 1982; 41 years

Description

A community park centrally located between Suisun Elementary School, the City Library, Kroc Salvation Army Community Center, and Fire Station. The park includes an improved small-scale younger children's play area and a large open turf area for community events and unstructured family recreation, including playing, walking, jogging or sitting.

Amenities

- Parking
- Play area
- Large grass area
- Walking path
- Chain link backstop
- Drinking fountain with bottle filler
- Bike racks
- Trash receptacles

Condition

- Asphalt jogging path is cracked and broken in several areas, and overgrown with weeds
- Turf grass is uneven with several brown and worn patches
- Portions of the backstop structure and mesh are broken or missing

Functionality

- Jogging path poses tripping hazards
- Turf grass area is non-functional for sports play and running
- Connectivity is poor, limited to narrow outer pathway

Comfort/Convenience

- Ample vehicle and bicycle parking
- Lacks shade and seating









CARL E. HALL PARK
Pintail Drive between the Kroc Center and Suisun Library



Constraints
- Older park that requires complete reconstruction of elements for usability
- Turf grass is unhealthy, uneven, and challenging for play
- Perimeter pathway is no longer functional, no connection to park features
- Lacks shade and seating
- Tot lot area is small and offers little play value
- Backstop structure is broken

Opportunities
- Proximity to City Library, Suisun Elementary School, and Kroc Center
- Close to geographic center of City
- Ample vehicle and bicycle parking
- Acreage for multiple community-desired park features
- Create opportunities for rental spaces to increase revenue
- City should formalize partnerships with Kroc Center and volunteer groups for programming and maintenance of new facilities





Recommended Prioritization for Improvement
- Create rentable, covered group picnic pavilion with tables and barbeque units
- Update play area with equipment for multiple age groups
- Reconstruct pedestrian paths with connection to park elements
- Add new site furnishings, drinking fountains, and safety lighting
- Create multi-use turf grass area with updated irrigation system
- Add water efficient shade trees and landscaping with updated irrigation system

Schedule and Probable Cost
- TBD RFP, Design, Bid, Construction
- Capital Cost: $1,800,000-$2,400,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations

CITY HALL POINT
Behind City Hall on Civic Center Blvd.

Type: Park
Size: 1.0 acre
Age: 1989; 34 years

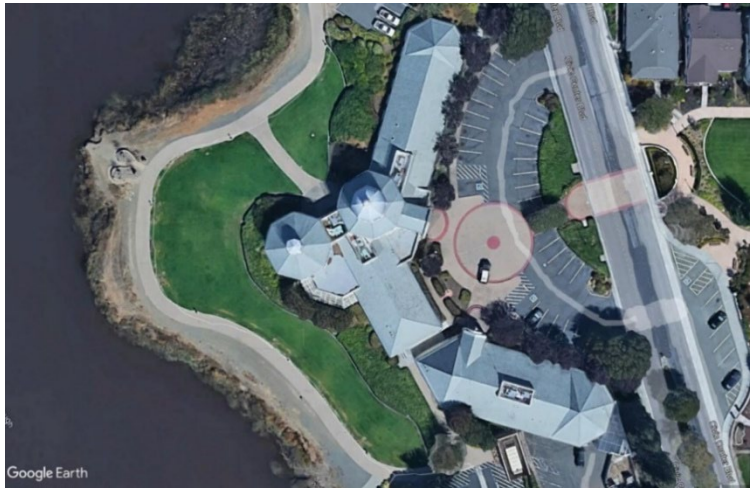
Description
A pocket park anchoring City Hall to Suisun's waterfront promenade, Marina Trail, and Mike Day Memorial Park. The park includes a pathway for walking or jogging with outward viewing opportunities.

Amenities
- Parking
- Walking path
- Access to Marina Trail and Mike Day Memorial Park
- Public Art
- Lighting
- View of Suisun Slough, Vaca Mountains, and Coastal Range
- Drinking fountain with bottle filler
- Trash receptacles

Condition
- Pathways are in good condition and wide enough to allow for multiple users
- Bollards are antiquated and provide minimal light
- Turf grass and trees are struggling to survive

Functionality
- Underutilized and lifeless with only perimeter access
- Ineffective access from City Hall for officials, staff, and the public to use spaces
- Lacks seating and gathering areas adjacent to path or City Hall
- Pathway to public art area is weedy

Comfort/Convenience
- Inefficient lighting along Marina Trail
- Lacks shade and seating
- All areas are exposed to sun and wind









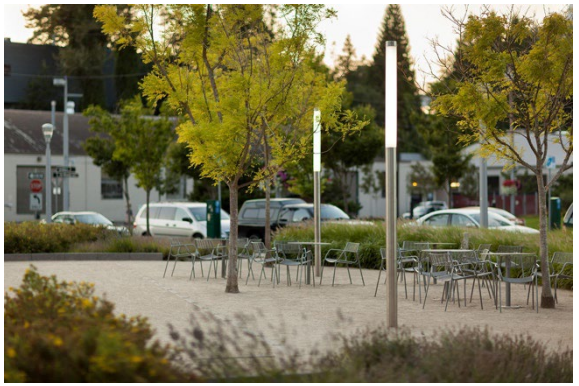
CITY HALL POINT
Behind City Hall on Civic Center Blvd.

Constraints
- Lack of seating and shade areas
- Large expanse of lawn requires high water consumption and maintenance

Opportunities
- Formal celebratory site
- Create opportunities for rental spaces to increase revenue
- Seating for views to harbor area
- Create outdoor games area for bocce, corn hole and other group recreational amenities
- Nature education highlighting Suisun's Harbor, Slough, and Marsh
- Less water intensive plants that support wildlife
- Improved connections from perimeter path to City Hall

Recommended Prioritization for Improvement
- Add updated lighting
- Install benches along path to take advantage of vistas
- Enhance existing art installation for connection to nature education
- Add shade trees with automatic irrigation system along path east of City Hall
- Install plants that are less water intensive and which support wildlife
- Remove sections of turf grass and develop games area while retaining views to waterway
- Add a small-scale covered picnic pavilion with connection to games area
- Improved connections from perimeter path to games area, picnic pavilion and City Hall

Schedule and Probable Cost
- TBD RFP, Design, Bid, Construction
- Capital Cost: $500,000 - $800,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations







HARBOR PLAZA
Main Street and Solano Street



Type: Park
Size: 1.0 acre
Age: 1994; 29 years

Description
A waterfront park, nestled in downtown, along the Suisun Slough across the channel from City Hall, and adjacent to Suisun City's Waterfront Promenade and Marina Trail. The park is within walking distance from the Suisun-Fairfield Amtrak Train Station.

Amenities
- On street parking
- Raised outdoor stage
- Space for community events
- Turf areas
- Gazebo
- Walking path
- Benches
- Trash receptacles
- Drinking fountain with bottle filler
- Lighting
- Views of Suisun Slough and City Hall



Condition
- Infrastructure is in good condition
- Trees provide for shade and cover
- Turf grass is in poor condition





Functionality
- Park has historically received a high level of community use
- Green space and benches are occupied by unhoused people and used for sleeping
- Access to gazebo area is blocked by columns

Comfort/Convenience
- Rail and Intercity bus stop at nearby train station
- Adjacent to downtown
- Direct access to dock

HARBOR PLAZA
Main Street and Solano Street





Constraints
- Lawn area is trampled due to high use of this plaza
- High use of plaza increases need for maintenance crews to keep up with pickup/cleaning required
- Unhoused occupy plaza areas
- Gazebo orientation impedes circulation through the site

Opportunities
- Partnerships with community groups, waterfront businesses and the Harbor Theater to increase programming of spaces for year-round activities, events, and to increase revenue
- Work with Solano County Health and Human Services Department to secure an office nearby for unhoused support
- Increase usability of plaza

Recommended Prioritization for Improvement
- Replace benches with individual or 2-person benches that discourage sleeping
- Install new lighting with efficient 24-hour operation
- Replace natural turf grass with synthetic turf that is durable and available for seating, and regular use for a variety of events
- Reconstruct or remove gazebo that impedes pedestrian circulation and connection to local businesses
- Identify place for public art that connections people to Suisun City culture

Schedule and Probable Cost
- TBD RFP, Design, Bid, Construction
- Capital Cost: $500,000 - $700,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations

HERITAGE PARK
Village Drive and Pintail Drive

Type: Park
Size: 10.0 acres
Age: 1991; 32 years



Description
A community park with picnic and play areas, sports field, basketball court, and shared parking with Community/Senior Center.

Amenities
- Parking lot
- Lighted ball field; currently under reconstruction as soccer fields
- Basketball court
- All access younger children's play area
- Agility course
- Walking path
- Restrooms; currently being remodeled
- Picnic tables and group picnic areas
- Trash receptacles
- Drinking fountain with bottle filler



Condition
- Restroom at ballfield area was renovated in 2021
- Park and path connections are not well lit
- Trash receptacles, benches, and picnic tables are worn and dated
- Pathways do not offer direct connection to picnic tables
- Basketball court asphalt is cracked and broken in several areas
- Turf grass is in poor condition; dry, thick, and overly compacted
- Trees are overgrown and require thinning and regular maintenance
- Trash is present throughout all park areas





Functionality
- Park has historically received heavy use
- Park has many community-desired features however most are beyond their usable life and require replacement

Comfort/Convenience
- Adequate parking
- Centrally located to surrounding residential neighborhood

HERITAGE PARK
Village Drive and Pintail Drive

Constraints
- Overly shady trees and mounds create visual barriers
- Basketball court paving and backstops are in very poor condition
- Grass areas adjacent to the Community Center are un-used
- Park's appearance is dark and dated

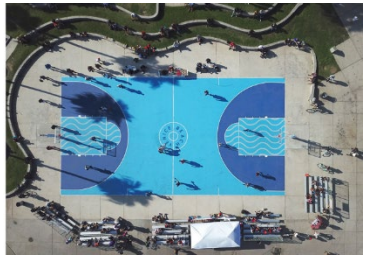
Opportunities
- Central location; existing parking area
- Park areas allow for favorable renovation with good circulation
- Space is available for modern, rentable picnic pavilion
- Space is available to create outdoor recreational amenities for Suisun City's seniors and youth

Recommended Prioritization for Improvement
- Redevelop ball field area to synthetic turf soccer field(s) with updated lighting (natural turf project currently in construction)
- Add surveillance cameras to parking areas
- Selectively remove trees and landscape mounds to open park areas
- Remove small turf areas near play and agility courses
- Resurface basketball court with seat walls
- Install a splash pad with connections to restrooms
- Add a covered picnic pavilion with connection to play areas, basketball court and soccer fields
- Add pedestrian paths for better connectivity of elements
- Add fitness and games area near Senior activities zone

Schedule and Probable Cost
- TBD RFP, Design, Bid, Construction
- Capital Cost: $3,100,000 - $4,200,000
- Re-visit project capital budget as design develops.
- Regularly account for cost escalation associated with project maintenance and operations.









INDEPENDENCE PARK
Charleston Street and Duluth Lane



Type: Park
Size: 5.0 acres
Age: 2007; 16 years

Description
A neighborhood park in the Peterson Ranch subdivision that overlooks open space to the east. The park includes a small area with play equipment for younger children, a large grassy area, and a perimeter walking path.

Amenities
- Children's play equipment
- Large turf area
- Landscape planting areas
- Picnic tables
- Walking path connecting to Peterson Ranch Linear Park
- Sidewalk lighting
- Drinking fountain with bottle filler
- Trash receptacles





Condition
- Play area surfacing needs to be supplemented and receive regular maintenance; it does not offer flush transition to pathways
- Turf grass is high with thick and uneven growth; not suitable for running or organized sports play
- Irrigation coverage for turf grass is problematic with many dry areas
- Small, struggling trees provide only minimal shade or wind protection

Functionality
- An underused park with basic amenities
- Evaluate access to children's play area and equipment for compliance with ADA standards
- All areas are exposed to sun and wind

Comfort/Convenience
- Accessible by Peterson Ranch Linear Park and surrounding neighborhood

INDEPENDENCE PARK
Charleston Street and Duluth Lane







Constraints
- Park is often un-used
- Turf grass is uneven, thick, and challenging to use for organized sport play or general recreation
- People are living in the shrubby and linear park areas
- Minimal to no shade at the site; areas open and exposed

Opportunities
- Space for modern shade structures, tables
- Space for full size basketball court(s) or multi-use sports courts
- Space for sitting in park if shade is added

Recommended Prioritization for Improvement
- Remove shrubs to open views to Peterson Ranch Linear Park
- Add shade trees in key locations
- Renovate turf grass area with updated irrigation system
- Add basketball courts or multi-use sport courts
- Add small shade structure(s) and tables

Schedule and Probable Cost
- TBD RFP, Design, Bid, Construction
- Capital Cost: $900,000 - $1,200,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations

LAMBRECHT SPORTS COMPLEX
Lambrecht Road and Petersen Road

Type: Park
Size: 80.0 acres
Age: 1994; 29 years

Description
The City's primary sports complex with a variety of baseball and softball fields for youth and adults.

Amenities
- 3 youth baseball fields and 1 youth softball field
- 4 adult softball fields
- Lighting
- Concessions
- Maintenance and storage facilities
- Restrooms
- Fencing and gates
- Parking

Condition
- Solar and high-efficiency lighting upgrades in 2018; snack bar upgrades in 2019; energy efficiency upgrades and repairs/repainting of clubhouse in 2021
- Access road, parking areas and asphalt pathways are all cracked and broken, and many areas, in very poor condition, needing improvement or replacement
- Trees in parking areas are wind damaged; root systems are lifting curbs and sidewalks

Functionality
- Generally, all field areas and structures are usable and functioning
- Storm drainage system and building downspouts require cleaning and repair to function properly
- Open areas outside of fields are undeveloped

Comfort/Convenience
- No bicycle/pedestrian access
- Lacks close connection to local businesses and services









LAMBRECHT SPORTS COMPLEX
Lambrecht Road and Petersen Road

Constraints
- Located far from the City center
- Lack of bicycle or walking trails to site
- Extent of damage in access road, parking areas and asphalt pathways may require in-place recycling or a new pavement section
- Trees in parking areas are wind damaged; root systems are lifting curbs and sidewalks

Opportunities
- Family-friendly play area in an undeveloped area
- Create Class I trail connection to Sports Complex
- Room to expand into northern or western parcels
- Opportunity to offer variety of sports fields to offset maintenance costs

Recommended Prioritization for Improvement
- Improve parking and roadway areas for longevity
- Develop supporting facilities next to ball fields: pay to play batting cages, rentable picnic areas, and children's play areas
- Use ballfield outfields for youth soccer camps
- Modernize site furnishings and features to maximize usability
- Examine grant opportunities to connect Class I trail to complex
- In compliance with Travis Air Force Base Land Use Compatibility Plan, share facilities, access, roadways and parking, infrastructure, and buildings with new sports complex developed on property directly to the west

Schedule and Probable Cost
- TBD RFP, Design, Bid, Construction
- Capital Cost: $950,000 - $1,200,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations





LAWLER FALLS PARK

Hammond Lane between Mayfield Circle and Potrero Circle



Type: Park
Size: 3.0 acres
Age: 1980; 43 years

Description

A neighborhood park in the Lawler Ranch subdivision that includes ponds and waterfalls, shade trees, picnic areas and walking paths.

Amenities

- A tri-level pond system with waterfall
- Walking paths
- Picnic tables
- Barbeque grills
- Small turf areas
- Trash receptacles
- Drinking fountain with bottle filler
- Lighting

Condition

- Pond lining and bubblers were replaced however water leaks are present
- Limited pond barrier fencing should be checked for safety compliance
- Turf grass is in poor condition; dry, thick, and overly compacted
- Coast Redwood trees show signs of severe stress
- Erosion has occurred in uncovered soil areas







Functionality

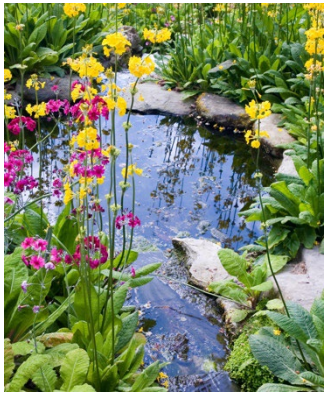
- Park has water features, paths, benches, picnic tables and barbeque grills; all elements are dated and underused
- Pathways are narrow and allow for only single person passage
- Pond edges are used as narrow pathways without barrier between edge and pond
- Evaluate ADA access to benches, picnic tables and barbeque grills
- Water feature requires expensive maintenance

Comfort/Convenience

- Accessible by walking paths from adjacent neighborhoods

LAWLER FALLS PARK

Hammond Lane between Mayfield Circle and Potrero Circle





Constraints

- Water features are seen as water wasters in California
- Pond system requires expensive maintenance
- Pathways are narrow and do not connect to site features
- Ponds lack fencing/barrier

Opportunities

- Secure adopt a park group to enhance and care for park
- Provide programming and offer classes to help offset park operations and maintenance

Recommended Prioritization for Improvement

- Add low safety fencing at open water edges in compliance with City/County regulations
- Provide new pathways to improve circulation to park amenities
- Add modernized benches and signage
- Add seasonally interesting plants to interface between pond edge and park areas

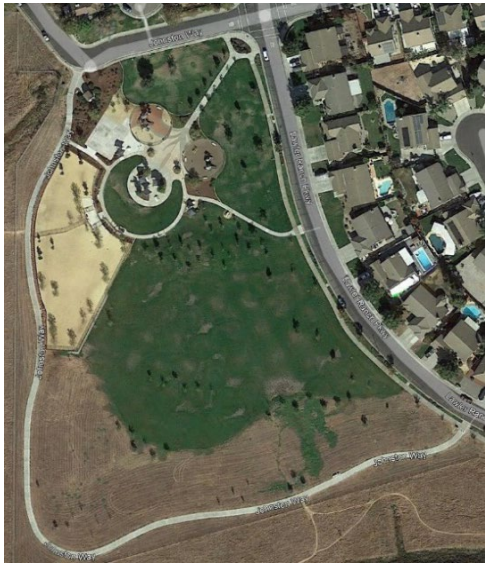




Schedule and Probable Cost

- TBD RFP, Design, Bid, Construction
- Capital Cost: $200,000 - $400,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations

LAWLER RANCH PARK
Lawler Ranch Parkway and Johnston Way



Type: Park
Size: 10.0 acres
Age: 2007; 16 years

Description
A community park in the Lawler Ranch subdivision that offers a small and large dog park, children's play areas, and large turf area with views of Suisun Marsh.

Amenities
- Two children's play areas
- Half basketball court
- Small and large dog park areas
- Large turf area
- Walking trail with gated access to open space
- Picnic tables and benches
- Drinking fountains with bottle fillers
- Trash receptacles
- Lighting



Condition
- Younger children's play area surfacing was replaced and basketball court lines repainted in 2021
- Windbreaks and shade are needed for higher use areas including picnic, play, and dog park
- Turf grass is high with thick and uneven growth; unsuitable for running or organized sports play
- Irrigation coverage for turf grass is problematic with many dry areas
- Small, struggling trees provide only minimal shade and wind protection

Functionality
- Evaluate access to picnic tables and drinking fountains for ADA compliance
- High winds without windbreaks make park use areas uncomfortable
- Cantilevered shade structures are ineffective
- Storm drainage system, mounds and topography make areas of turf un-usable
- Street parking only





Comfort/Convenience
- Accessible by sidewalk from adjacent neighborhood
- High use areas are exposed to sun and wind
- Park elements are spread far apart

LAWLER RANCH PARK
Lawler Ranch Parkway and Johnston Way

Constraints
- Turf grass areas are heavily mounded and require regrading to allow for running or organized sport play
- Irrigation system is inefficient
- Areas are exposed; minimal shade and windbreaks are available

Opportunities
- Enhanced views of southern coastal range
- Space for rentable picnic pavilion
- Space for basketball, tennis, and multi-use courts
- Space for restroom building
- Space available for onsite parking
- Improve dog park with shade structures, site furnishings for owners, and obstacle/fitness courses for dogs
- Connect park to Suisun Slough trail

Recommended Prioritization for Improvement
- Add paving to connect pathways to existing site furnishings and drinking fountains
- Add shade trees, automatic irrigation system, and new water connection at dog park area
- Add agility course and site furnishings to dog park area
- Re-install and orient individual shade structures at existing picnic tables for protection, or move to dog park area
- Add shade trees or structures to children's play areas
- Add parking area at south park area
- Add restroom building
- Replace mounded turf area with lighted basketball, tennis, or multi-use courts
- Create rentable picnic pavilion with tables and barbeque units
- Replace small turf grass areas with synthetic turf for multi-use near play, picnic area, and sport court areas

Schedule and Probable Cost
- TBD RFP, Design, Bid, Construction
- Capital Cost: $3,300,000 - $4,000,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations







MCCOY CREEK PARK
Anderson Drive and Bauman Drive

Type: Park
Size: 1.0 acre
Age: 1991; 32 years

Description
A pocket park adjacent to McCoy Creek and Crystal Elementary School that offers views of Suisun Marsh, a play area, sand volleyball court, picnic tables and large turf area.

Amenities
- Children's play area
- Small turf areas
- Sand volleyball court
- Picnic tables and barbecue grills
- Benches
- Bike rack
- Drinking fountain with bottle filler
- Trash receptacles
- Views of Suisun Marsh and McCoy Creek

Condition
- Play equipment, picnic tables, benches, barbecues, trash cans, bicycle racks and paving are in good condition
- Sand volleyball court is overgrown; needs new posts/net
- Turf grass is poor condition; high, thick, uneven growth, and in areas overly compacted
- High use areas are exposed to sun and wind

Functionality
- Appears to be an underused park
- Pathways do not connect to picnic tables, barbeque units or sand volleyball court
- Play area surfacing does not offer flush transition to paths
- Shade is needed at high use areas
- Abundant curb side parking

Comfort/Convenience
- Adjacent to McCoy Creek and Crystal Elementary School









MCCOY CREEK PARK
Anderson Drive and Bauman Drive

Constraints
- Sand volleyball court in poor condition requires replacement
- Turf grass is in poor condition
- High use areas are exposed to sun and wind

Opportunities
- View of Suisun Marsh and Coastal Range to the south
- Better connectivity in park
- Space for multi-use sports/games court

Recommended Prioritization for Improvement
- Provide pedestrian connections from pathways to picnic tables and use areas
- Plant shade trees with automatic irrigation system at seating and play areas
- Remove sand volleyball court and replace with multi-use sport court
- Add shade structure at picnic tables, multi-use sports court and children's play areas
- Recondition turf grass areas and update irrigation system

Schedule and Probable Cost
- TBD RFP, Design, Bid, Construction
- Capital Cost: $1,150,000 - $1,400,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations







MIKE DAY MEMORIAL PARK
Civic Center Boulevard next to City Hall

Type: Park
Size: 3.0 acres
Age: 1991; 32 years



Description
A neighborhood park adjacent to City Hall that offers a children's play area and open turf grass. The park is adjacent to the Marina Trail with views of Suisun Slough.

Amenities
- Children's play area
- Turf area
- Benches
- Picnic tables
- Drinking fountain with bottle filler
- Trash/recycling receptacles
- Views of Suisun Slough

Condition
- Historic lighting is present on Marina Trail, adjacent to the park
- Bollards are antiquated and provide minimal light
- Play equipment and site furnishing are extremely worn and dated
- New wood fiber or resilient play area surfacing is needed
- Turf grass is in poor condition; thick, matted, uneven and overly compacted
- Shade trees are overgrown and require regular pruning, maintenance, or replacement
- Trash is present throughout all park areas







Functionality
- Pedestrian access is across worn turf grass from Civic Center Blvd. and Marina Trail
- Pathways do not connect to play area, benches, picnic tables or drinking fountain
- Play area surfacing needs to be supplemented and receive regular maintenance
- No pedestrian connection from the park to nearby high-density residential units
- No pedestrian connection from the park to Marina Trail

Comfort/Convenience
- High use areas are exposed to sun and wind

MIKE DAY MEMORIAL PARK
Civic Center Boulevard next to City Hall



Constraints
- Play equipment and its safety surface require replacement
- Poor site lighting
- Turf grass is in poor condition and requires extensive renovation and maintenance
- Shade trees are overgrown and require regular pruning, maintenance, or replacement

Opportunities
- View of Suisun Slough, Marsh, and Coastal Range to the south
- Adjacent to City Hall, Waterfront Promenade, Marina Trail and Downtown
- Space available for a rentable shade structure and tables
- Facilitate renting of park to increase revenue





Recommended Prioritization for Improvement
- Improved lighting
- Remove and replace overgrown shade trees with new water efficient trees and automatic irrigation system
- New universal access children's play structures (tot and youth)
- New pedestrian pathways that connect to park elements
- Covered picnic tables with views to Suisun Slough
- Add fitness equipment area
- Redevelop natural turf grass and automatic irrigation system



Schedule and Probable Cost
- TBD RFP, Design, Bid, Construction
- Capital Cost: $1,230,000 - $1,440,000
- Re-visit project capital budget as design develops.
- Regularly account for cost escalation associated with project maintenance and operations.

MONTEBELLO VISTA PARK

Montebello Drive between Capistrano Drive and Bella Vista Drive

Type: Park
Size: 5.0 acres
Age: 1989; 34 years





Description

A neighborhood park with a children's play area, youth ball field, half basketball court, large turf area, picnic tables and path.

Amenities

- Youth ball field with backstop and bleacher seating
- Children's play area with swings
- Walking paths
- Large turf area
- Picnic tables
- Benches
- Trash receptacles
- Drinking fountain with bottle filler
- Lighting
- Smart irrigation controller with weather station



Condition

- Children's play equipment and surfacing were replaced in 2022
- Youth baseball infield is covered with dense grass and weeds
- Half basketball court pavement is cracked; post and backboard broken and hoop missing
- Walking path in good condition
- Struggling trees and grass



Functionality

- Half basketball court is un-usable
- Youth baseball infield is un-usable
- Storm drainage system, mounds and topography make large turf areas un-usable
- Cross pathways would improve pedestrian circulation

Comfort/Convenience

- Accessible by sidewalk from adjacent neighborhood
- Ample on-street parking
- High use areas are exposed to sun and wind
- Benches at play area, and ball field spectator areas are not in shade

MONTEBELLO VISTA PARK

Montebello Drive between Capistrano Drive and Bella Vista Drive

Constraints

- Sport court requires repairs
- Natural turf area requires regrading to allow for running or organized sport play

Opportunities

- Situated in residential neighborhood
- Space available to add rentable shade structure and tables
- Space for restrooms and concession stand

Recommended Prioritization for Improvement

- Remove natural turf grass mounding
- Develop new multi-use sports fields with synthetic turf
- Re-landscape outlying areas with water efficient plants and automatic irrigation system
- Redevelop baseball backstop and synthetic turf infield
- Add restrooms, concession, and maintenance building
- Add multi-use sports court
- Add lighting for fields, sports court, and connection areas
- Add a picnic pavilion with picnic tables and barbeque units
- Add a toddler (2–5-year-old) children's universal play area
- Add pathways for connectivity of spaces
- Add seating areas
- Add public art that connects with the Suisun City community

Schedule and Probable Cost

- TBD RFP, Design, Bid, Construction
- Capital Cost: City has State Grant of $1.85 million to put toward revitalization of this park; more may be required for full build out
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations







PATRIOT PARK

Charleston Street between Little Rock Circle and Vandenberg Circle

Type: Park
Size: 4.0 acres
Age: 2004; 19 years

Description

A neighborhood park in the Peterson Ranch subdivision that overlooks open space to the east. The park offers play equipment for younger children, picnic area, half basketball courts, a large grassy area, and a perimeter walking path.









Amenities

- 2 children's play structures
- 2 half basketball courts
- Youth ballfield back stop
- Large turf area
- Pergola-covered picnic area
- Benches and trash receptacles
- Drinking fountain with bottle filler
- Walking paths connect to Peterson Ranch Linear Park
- Constable Anson G. Burdick Police Center
- Lighting

Condition

- Turf grass is high with thick and uneven growth
- Irrigation coverage for turf grass is problematic with many dry areas
- Small, struggling trees provide minimal shade and wind protection
- Backstop boards need new paint
- Unhoused individuals are residing in shrub areas adjacent to Linear Park

Functionality

- Appears to be an underused park
- Evaluate access to children's play area and equipment for compliance with ADA standards
- Picnic tables at pergola leave little room for access and movement

Comfort/Convenience

- Accessible by Peterson Ranch Linear Park and surrounding neighborhood
- Most areas are exposed to sun and wind

PATRIOT PARK

Charleston Street between Little Rock Circle and Vandenberg Circle



Constraints

- Unhoused individuals reside in the park space.
- Turf grass is poor condition requires extensive renovation and maintenance

Opportunities

- Space available to add a rentable shade structure with picnic tables and barbeques

Recommended Prioritization for Improvement

- Redevelop picnic area for usability and rental
- Install synthetic turf multi-use field
- Add shade trees in key locations
- Enlarge play area with thematic and flexible play, and seating

Schedule and Probable Cost

- TBD RFP, Design, Bid, Construction
- Capital Cost: $1,450,000 - $2,180,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations





PROSPERITY PARK GARDEN SITE
Blossom Avenue at McCoy Creek

Type: Park
Size: 1.7 acres
Age: In design; scheduled for construction in 2024



Description
A future park site that will include a community garden. The park will connect with Phase 2 of the McCoy Creek Trail, a Class I multi-use trail that links to Suisun City's Central County Bikeway, residential neighborhoods and commercial centers.

Amenities
- Small concrete pathway with connection to Blossom Ave. sidewalk
- Chain link fencing and gates
- Future community garden
- Future Class I bicycle path





Condition
- Undeveloped land

Functionality
- Future access and connections should consider ADA access and safety
- Parking, materials delivery, and vehicular access for community gardeners is necessary
- Storage for community gardens operations is necessary
- A restroom or portable restroom facilities are necessary for park users

Comfort/Convenience
- Circulation within garden and work areas should meet ADA standards
- Shaded areas for garden work should be considered

PROSPERITY PARK GARDEN SITE
Blossom Avenue at McCoy Creek



Constraints
- Not centrally located
- Concerns about traffic impact to Blossom Ave. and neighboring residences
- Adjacent to McCoy Creek and development restrictions associated with wildlife, natural environment, and clean creek way system

Opportunities
- Adds a neighborhood park to an area without parks or amenities for children
- Near McCoy Creek Trail Phase 3
- Develop agreement with garden club(s) for operations and maintenance

Recommended Prioritization for Improvement
- This project is currently in design stages
- Maintenance plans, funds and community partnerships should be well developed before construction begins

Schedule and Probable Cost
- Construction scheduled for 2023/2024
- 2023 Capital Cost: $1,100,000
- Regularly account for cost escalation associated with project maintenance and operations

REVEREND CLAYBON LEA, SR. PARK
Josiah Circle and Driftwood Drive

Type: Park
Size: 1.0 acre
Age: 2004; 19 years

Description
A neighborhood linear park centrally located between Crystal Middle School, Suisun City Waterfront District, and a commercial area. The park includes a turf area with shade trees, perimeter walking path, picnic tables, benches, and lighting.

Amenities
- Large turf area
- Walking path
- Picnic tables
- Benches
- Lighting
- Trash receptacles
- Dog waste station



Condition
- Concrete is in good condition
- Turf and trees are in good condition
- Park is well-maintained

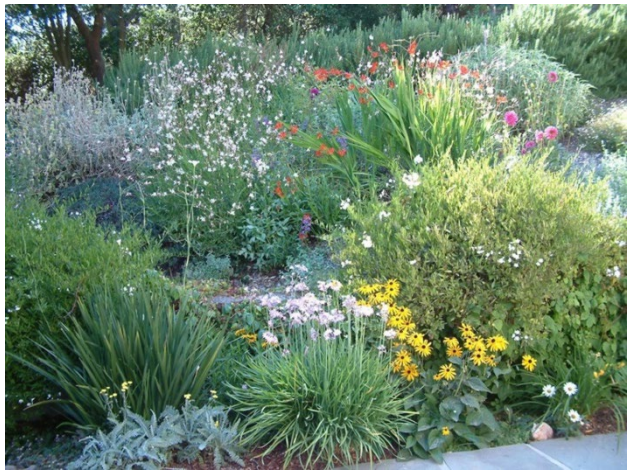
Functionality
- Connection to neighborhoods and downtown areas
- Walking and gathering areas for the neighborhood

Comfort/Convenience
- Across the street from Crystal Middle School
- Within walking distance from Waterfront District





REVEREND CLAYBON LEA, SR. PARK
Josiah Circle and Driftwood Drive



Opportunities/Constraints
- Limited cross connections through the park

Opportunities/Constraints
- Situated in residential neighborhood but accessible to surrounding commercial, educational and waterfront areas

Recommended Prioritization for Improvement
- Explore options to partner with neighborhood for community events
- Add low colorful California native plantings to sign or elevate sign for better viewability

Schedule and Probable Cost
- TBD RFP, Design, Bid, Construction
- $2,000-4,000 for color planting or elevating sign
- Minimal cost for programming and hosting events – fee based to cover operations maintenance associated with events
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations

SAMUEL W. GOEPP PARK

Pintail Drive at Harrier Drive next to Dan O. Root II School



Type: Park
Size: 5.0 acres
Age: 1980; 43 years

Description

A neighborhood park located adjacent to Dan O. Root II Elementary School and childcare center that serve surrounding residential neighborhoods. The park includes a large turf area with perimeter shade trees, children's play area, half basketball court and walking path.

Amenities

- Half basketball courts
- Children's play equipment
- Large shade trees
- Large turf area
- Walking path
- Benches
- Drinking fountain with bottle filler
- Trash receptacles





Condition

- Concrete paths in good condition
- Asphalt paths are cracked and lifted by roots
- Shade trees are overgrown, require substantial pruning, thinning, regular maintenance and removal; roots make the area un-usable
- Basketball backboards are vandalized, broken and need replacement
- Baseball backstops are broken and need replacement
- Play equipment is antiquated; paint and components are at the end of their usable life
- Play area surfacing needs to be supplemented and receive regular maintenance; it does not offer flush transition to pathways



Functionality

- Play area equipment is old, fragile, and no longer well-functioning
- Evaluate access to benches and drinking fountains for ADA compliance
- Connection to several neighborhood areas

SAMUEL W. GOEPP PARK
Pintail Drive at Harrier Drive next to Dan O. Root II School







Constraints
- Shade trees are overgrown and require regular pruning, maintenance, or replacement
- Tree roots make area un-usable
- Half basketball court reduces level of play
- Children's play area is old and past usable life

Opportunities
- Situated in residential neighborhood and adjacent to elementary school and childcare center
- Turf area is large enough for full size soccer play or to add up to four tennis courts
- City could host tennis/pickleball lessons and tournaments to gain revenue for project

Recommended Prioritization for Improvement
- Remove mounding for better viewability into park
- Remove and replace shade trees with extensive surface roots
- Add new children's play area
- Improve pathways for extension to benches, drinking fountains and other site furnishings
- Reduce turf to a smaller multi-use area
- Add tennis/pickleball courts with lights (2 tennis courts/8 pickleball courts)
- Add shade structure with picnic tables and barbeque units
- Add parking lot

Schedule and Probable Cost
- TBD RFP, Design, Bid, Construction
- Capital Cost: $1,380,000 - $1,670,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations

SHELDON PLAZA

Driftwood Drive between Main Street and Civic Center Blvd.



Type: Park
Size: 0.8 acre
Age: 2003; 20 years

Description

An open turf plaza located at the northern terminus of the Suisun Slough. The space is accessed from steps up from Driftwood Drive with walking path around the slough to Harbor Plaza and Mike Day Memorial Park. The plaza is located adjacent to hotels, commercial center, and in close proximity to the Suisun-Fairfield Amtrak Train Station.





Amenities

- Large turf area
- Seat wall
- Benches
- Trash receptacles
- Lighting
- Excellent views of the Suisun Slough and waterfront areas
- Connection to Mike Day Memorial Park and Harbor Plaza

Condition

- Well-maintained

Functionality

- Connection to Waterfront District
- Area used for fishing in the Suisun Slough
- Underutilized
- Areas adjacent to Plaza are occupied by unhoused people and benches are used for sleeping



Comfort/Convenience

- Hotels area located across the street
- Near Highway 12
- Near Suisun-Fairfield Amtrak Station and Park and Ride
- All areas are exposed to sun and wind

SHELDON PLAZA

Driftwood Drive between Main Street and Civic Center Blvd.

Constraints

- Gathering space for unhoused individuals reduces use for others

Opportunities

- Potential rentable location for community gatherings and private events; fees should offset maintenance and staff costs
- Expand area with stronger connection to the water
- Expand area with connection to adjacent vacant land (east)

Recommended Prioritization for Improvement

- Replace benches with individual or 2-person benches that discourage sleeping
- Install new lighting with efficient 24-hour operation that extends from Plaza to connecting pathways and surrounding use areas
- Remove turf grass and install artistic permeable paving for flexibility, multi-use and to lessen maintenance costs
- Add shade trees in tree grates with automatic irrigation system
- Partner with local businesses and hotel groups to facilitate renting of plaza to increase revenue

Schedule and Probable Cost

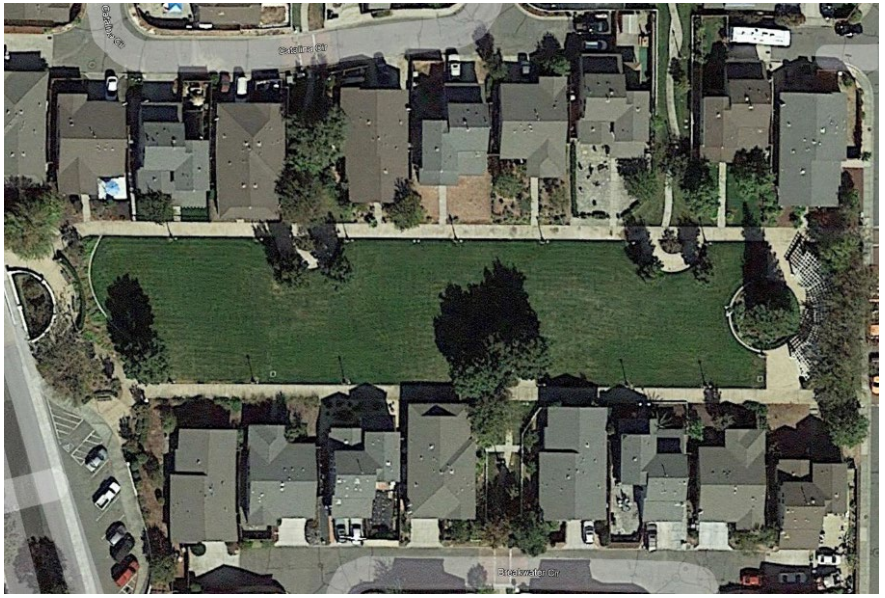
- TBD RFP, Design, Bid, Construction
- Capital Cost: $520,000 - $580,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations





TODD PARK

Across Civic Center Blvd. from City Hall to Harbor Park Drive



Type: Park
Size: 1.3 acres
Age: 2001; 22 years

Description

A linear park across the street from City Hall featuring formal hedges, rose gardens and a large turf area with perimeter seating. The park is surrounded on 3 sides by single family residences.

Amenities

- Large turf area
- Shade trellis
- Benches
- Shade trees
- Lighting
- Parking area
- View of City Hall

Condition

- Infrastructure is in good condition
- Well-maintained

Functionality

- Connection to City Hall and Suisun City's Waterfront District
- Underutilized

Comfort/Convenience

- Shaded seating







TODD PARK

Across Civic Center Blvd. from City Hall to Harbor Park Drive



Constraints

- Surrounded on 3 sides by residences; may make it difficult to revise park
- Current landscaping requires high water use to maintain a full lush look

Opportunities

- Create native California plant demonstration garden
- Facilitate renting of park to increase revenue

Recommended Prioritization for Improvement

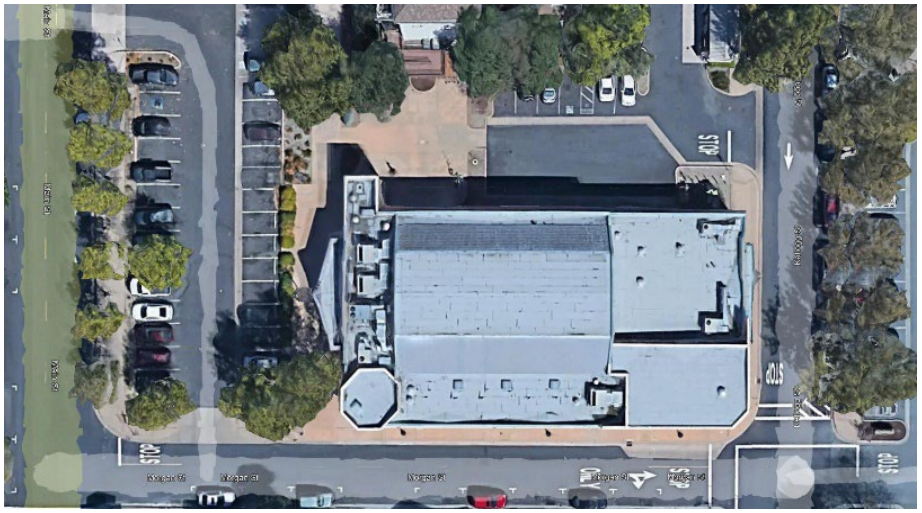
- Over time, replace high water use plants with water efficient and CA native species
- Explore options to partner with neighborhood for community events

Schedule and Probable Cost

- TBD programming of area for community classes and events
- Minimal cost for programming and hosting events – fee based to cover operations maintenance associated with events
- Re-visit project capital budget as programs develop
- Regularly account for cost escalation associated with project maintenance and operations

HARBOR THEATER
720 Main Street between Main Street and Kellogg Street

Type: Building
Size: 12,536 SF Building; 0.1-acre plaza
Age: 1999; 24 years



Description
A small 175-seat theater and outdoor plaza owned by the City of Suisun City with historic and art components at the entrance. The City is determining best practices for theater management and operations. Historically, the theater was used as a venue for live performances, film, and art exhibits.

Amenities
- Flexible plaza space
- Public art piece(s)
- Lighting
- Parking

Condition
- Interior requires safety upgrades throughout
- Southern walls show signs of water intrusion, separation, and dry rot
- Colored concrete paving is faded
- Limited shade and landscape surround theater and plaza
- Parking lot planting is dated and view to downtown is blocked
- Recent upgrades include roof and flooring replacement, energy efficient HVAC and fire alarm systems, and exit door
- Exterior and interior appearance are modest and dated
- Interior lighting and audio-visual systems are outdated





Functionality
- Theater is not opened regularly and lacks programming
- Plaza lacks seating

Comfort/Convenience
- Suisun-Fairfield Amtrak Train Station is located nearby
- Adjacent to downtown and Harbor Plaza

HARBOR THEATER
720 Main Street between Main Street and Kellogg Street



Constraints
- Theater is currently un-managed and offers little programming and events
- Building and site are dated; exterior lighting and details are poor
- Interior furnishings, paint, and AV systems need updating

Opportunities
- Opportunity to bring back theater events to the City's Downtown/Waterfront District
- Opportunity to host music and film festivals with connection to the greater Solano County and SF Bay Area
- Opportunity to partner with successful booking agents for artists performing at other similar sized venues within Northern California
- Opportunity to partner with community groups and special focus groups
- Opportunity to lease or sell theater to eliminate operating costs

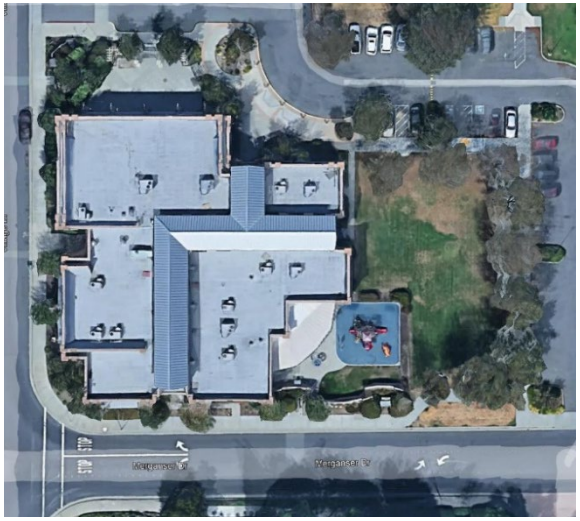


Recommended Prioritization for Improvement
- Issue an RFP to operators seeking input and development of a feasibility study for theater improvements, operations, and programming for long-range economic viability
- Depending on results of the feasibility study
  - Make safety upgrades to building interior
  - Furniture, fixtures, and equipment (FF&E) improvements to modernize theater
  - Repair building dry rot, paint exterior of building, add modernized architectural lighting and new signage
  - Refresh plaza for multi-use and connection to downtown Suisun City
  - Update site paving, furnishings, landscape, and lighting



Schedule and Probable Cost
- Issue RFP to theater operators for feasibility study
- Capital Cost: Consultant fee $20,000-40,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations

JOSEPH NELSON COMMUNITY CENTER
Village Drive and Merganser Drive



Type: Building
Size: 20,000 SF building
Age: 2002; 21 years

Description
A Community Center with banquet and meeting room spaces, the City's senior center, pre-school, recreational programming/classrooms, and offices for the City's Recreation, Parks & Marina Department.

Amenities
- Parking lot
- Rentable banquet facilities
- Rentable meeting rooms
- Commercial kitchen
- Senior activity spaces
- Pre-school
- Recreation programming and classrooms
- Recreation, Parks & Marina Department offices



Condition
- Solar and lighting upgrades in 2018; Engie efficiency upgrades in 2021; New roof, classroom flooring, privacy blinds, hot water heater, and kitchen upgrades in 2022
- Building exterior appearance is dated; architectural elements and signage are broken or missing
- Courtyard adjacent to special event banquet space is basic and lacks privacy
- Turf grass to the east of the center, and adjacent to Pre-school is in poor condition; dry, thick, and overly compacted
- Entry to building lacks vegetation and curbside appeal
- Lack of shade in exterior community rental area





Functionality
- Most areas and amenities of the community center are functional
- City moved its Senior Center operations to the building in 2021
- Some exterior lighting is no longer functional

Comfort/Convenience
- Nearby commercial use and surrounding residential neighborhood
- Accessible by sidewalks to adjacent neighborhoods

JOSEPH NELSON COMMUNITY CENTER
Village Drive and Merganser Drive



Constraints
- People loiter in parking lot
- Parking lot needs resurfacing
- Parking lot is dark and accumulates trash and debris
- Center feels dated; lacks curbside appeal; some areas overly shaded
- Center is disconnected from park areas





Opportunities
- Increase recreational programming based on community needs
- Upgrades to facility and site can make areas more usable
- Strengthen rentable spaces to offset facility and staff costs
- Seek grant opportunities for Community Center upgrades

Recommended Prioritization for Improvement
- Update landscape lighting with vandal-proof fixtures
- New or updated monument sign
- Repair exterior building damages
- Repaint exterior for more modern appearance
- Update landscape surrounding building for water efficiency
- Repurpose turf area outside toddler play area
- Upgrade Furniture, fixtures, and equipment (FF&E)





Schedule and Probable Cost
- TBD RFP, Design, Bid, Construction
- Capital Cost: Exterior improvements - $50-75/SF; $300,000-$450,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations

SENIOR CENTER (CLOSED)
Merganser Drive and Wigeon Way



Type: Building
Size: 2,913 SF building
Age: 1986; 37 years

Description
A facility that provided an area for Suisun City seniors to congregate, receive services, and take classes. The center included a kitchen, dining area and rooms for classes. The building is located near senior housing properties and the post office. This location of Suisun City's Senior Center was closed in 2021, and relocated to the Jospeh Nelson Community Center.

Amenities
- Parking
- Dining and classroom space

Condition
- Building is basic and facilities are dated, interior renovations were made in 2012
- Fire alarm system was upgraded in 2020
- Exterior concrete is in good condition
- Lacking landscape and curbside appeal
- Trash is present on all walkways





Functionality
- No usable outdoor space
- Ramp from bus stop is long, steep and requires improvement

Comfort/Convenience
- Adjacent to services including service commercial and retail properties

SENIOR CENTER (CLOSED)
Merganser Drive and Wigeon Way

Constraints
- Interior of building requires modernization to bring it up to current building code standards
- Doorways and restrooms do not meet current accessibility standards

Opportunities
- Centrally located with access to city streets and bus stop
- Adjacent to senior residential housing
- Adjacent to post office and service commercial businesses
- Potential for City to lease property to public agency, nonprofit, therapeutic services business, etc.
- Potential for development as group board and care or assisted living home
- Potential for public-private partnership
- Potential to sell as surplus property in accordance with California SLA law

Recommended Prioritization for Improvement
- Work with real estate and building professionals to analyze updates required for change in use
- Determine if City will retain use of property for public services
- If leasing, negotiate lease with positive benefit for City and community
- Allow lessee to make improvements consistent with required City and CBC codes and regulations

Schedule and Probable Cost
- TBD Real estate and building professional analysis for change in use; financial pro forma
- TBD Determine future use and development direction
- Capital Cost: Initial $8,000-$12,000 for professional analysis and financial pro forma
- Capital Cost: Renovation work $300-450/SF plus site work
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations

* SLA is a “right of first refusal” law that requires all local agencies to offer surplus land for sale or lease to affordable home developers and certain other entities before selling or leasing the land to any other individual or entity.







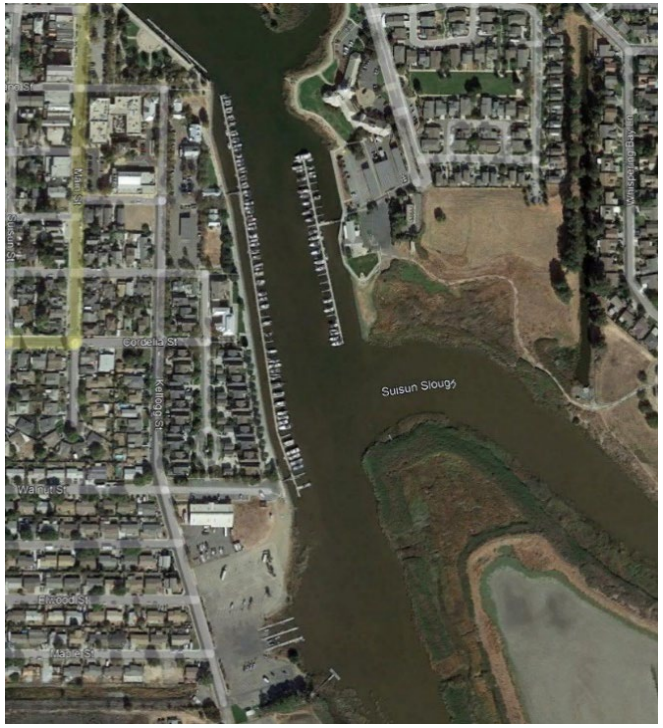
MEALS on WHEELS CALIFORNIA

MARINA AREAS

Civic Center Drive and Suisun Slough

Type: Marina
Size: N/A
Age: 1994; 29 years

Description
The Suisun City Marina provides 160 rental berthing slips, a 300-foot guest dock, ramps and fuel and pump-out stations at the south end of the marina.



Amenities
- Boat berthing slips
- Boat ramps and docks
- Fuel and pump-out stations
- Restrooms with showers
- Shaded grass area
- Access to restaurants and other amenities
- Adjacent to Suisun Wildlife Center
- Views and official gateway to 84,000-acre Suisun Marsh

Condition
- Infrastructure is in good condition
- Dock fire suppression waterline system replacement and spill response trailer were installed in 2018; Marina fuel system was upgraded in 2019; Dock potable waterline was replaced in 2020; sewer pump waste line and new maintenance contract were established in 2021; and dock box was replaced in 2022
- Lacks landscaping; limited shrubs block views





Functionality
- Large parking lot for boat trailers
- Lacks shade in parking lot
- Dock maintenance and inspection contract with Bellingham Marine will allow for major repair to dock system in 2023-2025

Comfort/Convenience
- Adjacent to Waterfront District/Downtown
- Close to Highway 12

MARINA AREAS
Civic Center Drive and Suisun Slough

Constraints
- Landscape areas are ineffective, and shrubs block views
- Lacking water-related community activity and education programs
- Small turf area near Harbor Master Building is costly to maintain

Opportunities
- Community events and volunteering – kayak regattas, water holiday parade, citizen scientists
- Grants and partnerships with service clubs to develop fishing pier/platform
- City-run concessions, sponsorship fees could offset maintenance cost
- Increase Marina programming budget to plan and implement projects

Recommended Prioritization for Improvement
- Offer more water and slough-inspired community program and events
- Create a fishing pier/platform behind City Hall for safe use
- Partner with local aquatics, boating and fishing clubs, associations, and educators, enthusiasts, and Suisun City's Waterfront District
- Replace shrubs with sustainable landscaping, irrigation, and mulch

Schedule and Probable Cost
- TBD RFP, Design, Bid, Construction
- Capital Cost: $700,000-750,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations









CENTRAL COUNTY BIKEWAY

Main Street to Walters Road adjacent to Highway 12



Type: Trail
Size: 2.96 Miles
Age: Phase 1 Completed in 2009; 14 years

Description

The Suisun City portion of the Central County Bikeway begins at the Suisun-Fairfield Amtrak Train Station and extends parallel to SR 12 eastward to Walters Rd. Land use surrounding the bikeway is primarily residential, with a few commercial centers in proximity. Bicyclists can cross SR 12 at Marina Blvd to access the Grizzly Island Trail. The McCoy Creek Path connects the bikeway to Carl E. Hall Park, Suisun City Library, and Kroc Community Center. The trail separates from SR 12 a few blocks before its terminus at Walters Road.



Amenities

- Class I bicycle/pedestrian trail separated from vehicular traffic
- Access points to the trail include Main St./SR 12, Marina Blvd., Village Dr., Sunset Ave., Snow Dr., McCoy Creek Trail, Emperor Dr., Woodlark Dr., Fulmar Dr., and Walters Rd./Petersen Rd.
- Concrete paved walking/bicycle trail with ADA access



Condition

- Infrastructure, pavement, and bridges are intact
- Several segments of barrier fencing are broken or missing
- Highway trash is present along the entire route
- Maintenance is limited to periodic mowing of weeds



Functionality

- Path functions as a Class I bicycle/pedestrian route
- Connection to County-wide trail system with opportunities for recreational and commute users

Comfort/Convenience

- Easy to access along the entire route
- Wide path allows for multiple participants at one time
- Free parking is available at the Park & Ride across the street from the Suisun-Fairfield Amtrak Train Station that is also accessible by train and bus

CENTRAL COUNTY BIKEWAY
Main Street to Walters Road adjacent to Highway 12

Constraints
- Trash and debris blown over from Highway 12 collects along trail route
- Minimal to no shade along route
- Connections to commercial service and retail centers are minimal

Opportunities
- Add bikeway connection to the Lambrecht Sports Complex.
- Add bikeway connection to commercial service and retail areas
- Upgrade Non-Highway 12 beautification trail segments
- Partner with Caltrans, Solano County Transportation Agency (STA), and Department of Corrections to reduce maintenance cost

Recommended Prioritization for Improvement
- Fulfill the 2022 City's required partnership with Caltrans, STA, and City of Fairfield for the Highway 12 beautification project
- Submit required maintenance plan to Caltrans for Hwy 12 beautification
- Ensure that Highway 12 beautification maintenance operations budget has inflation escalation factor built into Annual Budget.

Schedule and Probable Cost
- Apply for grant funding - bikeway connections to Lambrecht Sports Complex, commercial and retail centers, then complete RFP, Design, Bid, Construction
- 2024: Complete Highway 12 Beautification Project - Planning and implementation
- Capital Cost: $215,000, through existing grant funding
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations







GRIZZLY ISLAND TRAIL
Grizzly Island Road and Highway 12

Type: Trail
Size: 0.9 Mile
Age: 2013; 10 years

Description
A trail that connects Crystal Middle School to Crescent Elementary School preventing students from having to cross Highway 12. The trail provides a natural educational opportunity for students and school mini field trips to study the ecosystem along the Suisun Marsh. It is accessible for family recreation including viewing, photography, wildlife observation, nature study, bicycling, walking, jogging, and sitting.

Amenities
- Class I bicycle/pedestrian trail separated from vehicular traffic.
- Access points to the trail include Marina Blvd./Driftwood Dr., Marina Blvd./Highway 12, Grizzly Island Rd./Highway 12, and Grizzly Island Rd./McCoy Creek Way
- Monument sign, seat walls and site furnishings
- Educational interpretive signs
- School bus parking spaces on Grizzly Island Road

Condition
- Infrastructure and pathways are intact
- Interpretive signage and site furnishings have been defaced; many are no longer functional
- Maintenance is limited to periodic mowing of weeds

Functionality
- Path functions as a Class I bicycle/pedestrian route
- Path offers a controlled pedestrian crossing at SR 12 and Grizzly Island Rd., and connection to Central County Bikeway.
- Path connects to State/County trail on Grizzly Island Rd.

Comfort/Convenience
- Easy to access from starting and ending points
- Wide path allows for multiple participants at one time
- SR 12 noise makes it challenging to enjoy and use for educational purposes
- The area is open and windy, making its setting uncomfortable











GRIZZLY ISLAND TRAIL
Grizzly Island Road and Highway 12







Constraints
- Graffiti is often sprayed on site furnishings and signage
- Area is open, windy and lacks staying power for nature lovers
- Trash and weeds are prevalent throughout trail areas

Opportunities
- Expansion of trail into a few “protected” yet viewable areas
- Add native shade trees and irrigation system for comfort and refuge in windy areas
- Provide community-based programs and education about the Suisun Marsh and area’s cultural history
- Strengthen partnerships with State and local agencies and service groups to offer education programs and manage monthly/quarterly/bi-yearly clean up
- Apply for grant funding for new trail areas, signage, furnishing and trees
- Partner with state and local agencies, adopt a trail and volunteers to reduce costs

Recommended Prioritization for Improvement
- Repurpose four trail education areas with signage, benches, native trees, and irrigation

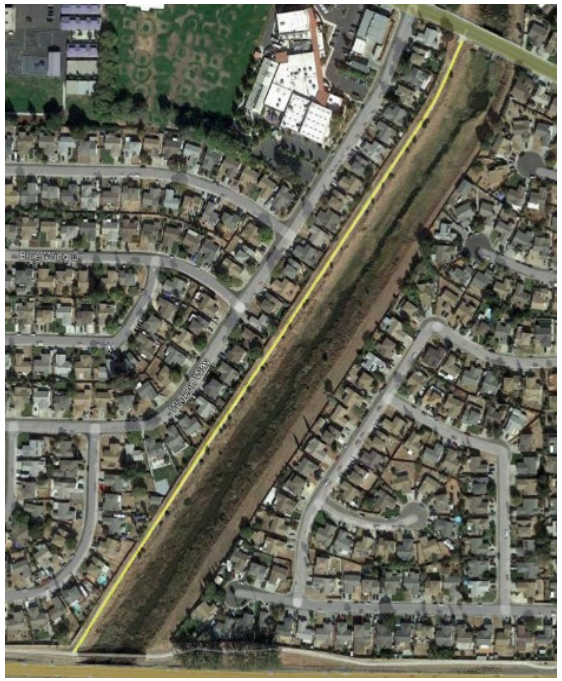
Schedule and Probable Cost
- Apply for trail education area grant funding through State, Federal, County, non-profit and local partnerships, then complete RFP, Bid, Construction
- Capital Cost: $150,000 - $200,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations

MCCOY CREEK TRAIL
Central County Bikeway to Pintail Drive

Type: Trail
Size: 1.25 miles (Phases 1 and 2)
Age: 2008; 15 years

Description
McCoy Creek Trail begins at the Central County Bikeway between Snow Dr. and Emperor Dr., and extends parallel to McCoy Creek to Pintail Dr. The trail is primarily surrounded by residential properties. The Kroc Community Center, Carl E. Hall Park, Fire Station Headquarters, and the Suisun City Library are in close proximity to the trail's terminus on Pintail Dr.









Amenities
- Class I bicycle/pedestrian trail separated from vehicular traffic
- Concrete paved walking/bicycle trail with ADA access
- Way-finding signage listing destinations and distances
- Drinking fountain with bottle filler
- California native trees and plants

Condition
- Infrastructure and pathway are intact and pavement is in good condition
- Trash and dog waste is present along the entire route
- Creek areas along trail are occupied by unhoused people
- Maintenance is limited to periodic weed mowing

Functionality
- Path functions as a Class I bicycle/pedestrian route
- Connection to County-wide trail system with opportunities for recreational and commute users
- Lack of lighting creates an unsafe environment for night use

Comfort/Convenience
- Bus stop is located nearby at Fire Station/Kroc Community Center
- Easy to access from starting, connection, and ending points
- Wide path allows for multiple participants at one time
- All areas are exposed to sun and wind
- The trail lacks pet waste stations and trash/recycling receptacles

MCCOY CREEK TRAIL
Central County Bikeway to Pintail Drive

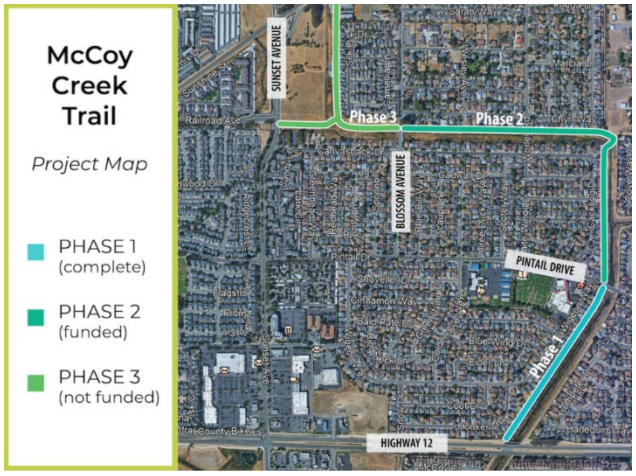
Constraints
- Limited narrow spaces between top of creek bank and residential back yards
- Vehicular bicycle crossing at Pintail Drive is narrow
- Revegetation landscaping between trail and creek bank is sparse in most areas, and growing over the path in southern areas

Opportunities
- Complete Phases 2 and 3 of trail
- Provide safe connection to Prosperity Park Community Garden
- Provide linkage between Suisun City and Fairfield

Recommended Prioritization for Improvement
- Complete ¾ mile Phase 2 in 2023
- Apply for grants to complete Phase 3 and replanting, re-establishment of irrigation and mulching of key Phase 1 areas
- Ensure that maintenance operations budget is established, and has inflation escalation factor built into Annual Budget
- Apply for local, Federal and/or State grant funding, or assign City capital funds (CIP) to complete Phase 3
- Partner with adopt a trail and volunteers to reduce costs

Schedule and Probable Cost
- 2023: Complete Phase 2 through existing grant funding
- Replant, reconnect irrigation, and mulch key areas of Phase 1, TBD; City staff implementation
- Capital Cost: $80,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations





PETERSON RANCH LINEAR PARK

Eastern boundary of Peterson Ranch from Hickam Circle to Duluth Lane

Type: Trail
Size: 6.0 acres, .7 miles
Age: 2003; 20 years

Description

A linear park with pedestrian trail, small turf area, lighting, and benches that connect to Patriot and Independence Parks.

Amenities

- Small turf area
- Walking paths
- Benches
- Lighting
- Views to eastern open space areas

Condition

- Concrete is in good condition
- Weeds encroaching into pathways
- Shrubbery at connection points to Patriot and Independence Parks, and central green space is tall, thick, creates a barrier, and collects personal belongings and trash
- Unhoused individuals are residing in open space areas adjacent to the linear park

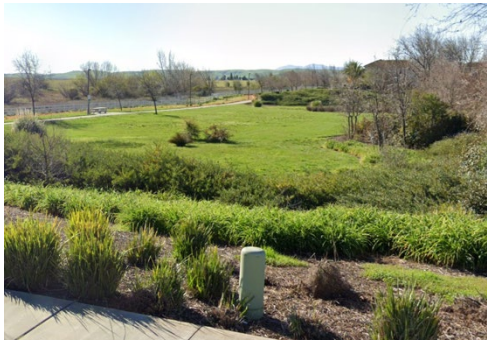
Functionality

- Connection to neighborhoods, and Independence and Patriot Parks
- Easy access and route for walkers and joggers

Comfort/Convenience

- All areas are exposed to sun and wind
- Unhoused focus and overgrown perimeter vegetation create an uncomfortable environment for many users









PETERSON RANCH LINEAR PARK

Eastern boundary of Peterson Ranch from Hickam Circle to Duluth Lane

Constraints

- Isolated links between residential areas and neighborhood parks
- Shrub screening allows stashing of personal items and trash

Opportunities

- Replant entrances to park areas with low California native plants for habitat and interest
- Add shade trees to bench areas
- Future connection to Petersen Road and Lambrecht Sports Complex though land use agreement
- Partner with Suisun RCD, Solano County Open Space, Xerces Society and CA Native Plant Society for assistance with planting and trail development
- Partner with volunteer groups for trail and landscape maintenance along linear park

Recommended Prioritization for Improvement

- Remove shrubs that block views and create hiding spaces
- Plant new low California native plants and trees with irrigation system, and mulch at four locations
- Explore option for trail extension

Schedule and Probable Cost

- TBD, City staff implementation
- Capital Cost: $70,000-$80,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations



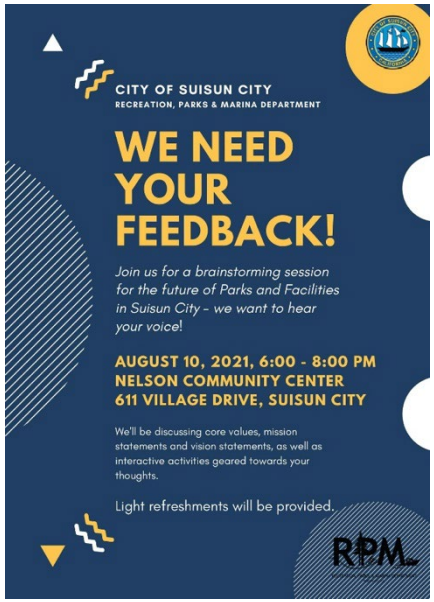


COMMUNITY OUTREACH

2021 Recreation, Parks, Marina & Arts Commission Parks Master Plan Survey

A. Survey Purpose

The City of Suisun City's Recreation, Parks & Marina Department conducted an online community survey from August to October 2021. The study aimed to gain valuable information on how the public participates in City provided events and programs, and how they use local parks and recreational facilities. Survey respondents provided feedback on what they most desire for future City recreation programs, and parks, trails, open space, and sports amenities. Lastly, respondents reported on their preferred method of communication with the City on future facility and program planning.



B. Survey Respondents

1) More than 374 individuals offered input.
2) The largest group of respondents (22%) live outside Suisun City limits.
3) More than half (51.5%) of Suisun City respondents have lived in the community for 5+ years.

C. Participation in City Events and Programs

1) The greatest number of respondents (27%) have participated in City special events.
2) The 2nd greatest number (17%) participated in after school and youth camp programs.
3) The 3rd greatest number is evenly split (12% each) between participation in sports, preschool programs, and classes at Joseph Nelson Community Center.
4) 53% of respondents stated City programs and activities are of good or high quality.
5) 37% of respondents are extremely satisfied with the special events produced or provided by the City

D. Indoor Facilities, After School and Youth Programs

1) The greatest number of respondents (48%) visited an indoor facility (Joseph Nelson Community Center, Senior Center, or Marina Office) 1-5 times over the past 18 months.
2) 48% of respondents are extremely satisfied with preschool programs.
3) 44% of respondents are extremely satisfied with after school and youth camps programs.
4) 35% of respondents are extremely satisfied with community classes.
5) 27% of respondents are extremely satisfied with senior center programs.

E. Parks and Sports Programs

1) The greatest number of respondents (44%) have visited a park 1-5 times over the past 18 months.
2) 51% of respondents feel that City parks are good or high quality.
3) 40% of respondents are extremely satisfied with sports programs.
4) 39% feel that park quality varies greatly from site to site.
5) The greatest number of respondents (14%) have visited Heritage Park/Joseph Nelson Community Center over the past 18 months.
6) Independence Park was the least visited site with less than 3% (2.7%) of respondents indicating that they visited the park in the past 18 months.



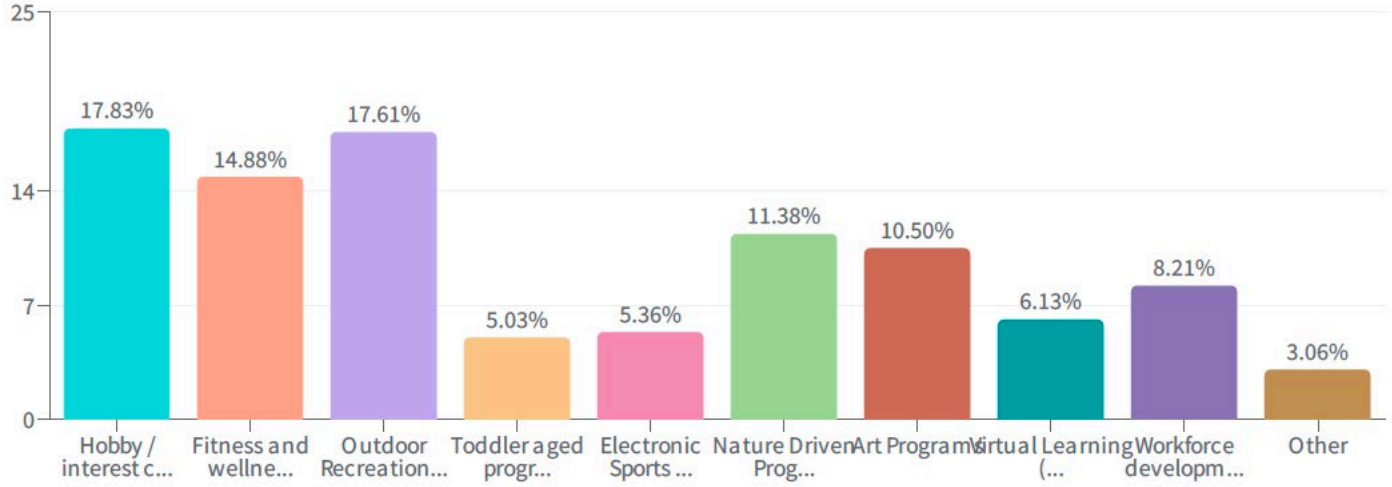
F. What the Community Desires

1) 74% of all respondents desire greater access to:
   - Hobby & educational or special interest or skill classes
   - Organized outdoor recreation classes
   - Fitness & wellness programs and classes
   - Nature & art education programs, classes, and exhibitions
2) More than a ¼ of all respondents (26%) desire additional covered, reservable picnic areas
3) Each of the following were desired by 14.3% of survey respondents:
   - Community garden
   - Dog friendly areas (dog walking and dog parks)
   - Basketball courts
4) Each of the following were desired by 8% of survey respondents:
   - Tennis and pickleball courts
   - Sand volleyball courts
   - Turf playing fields

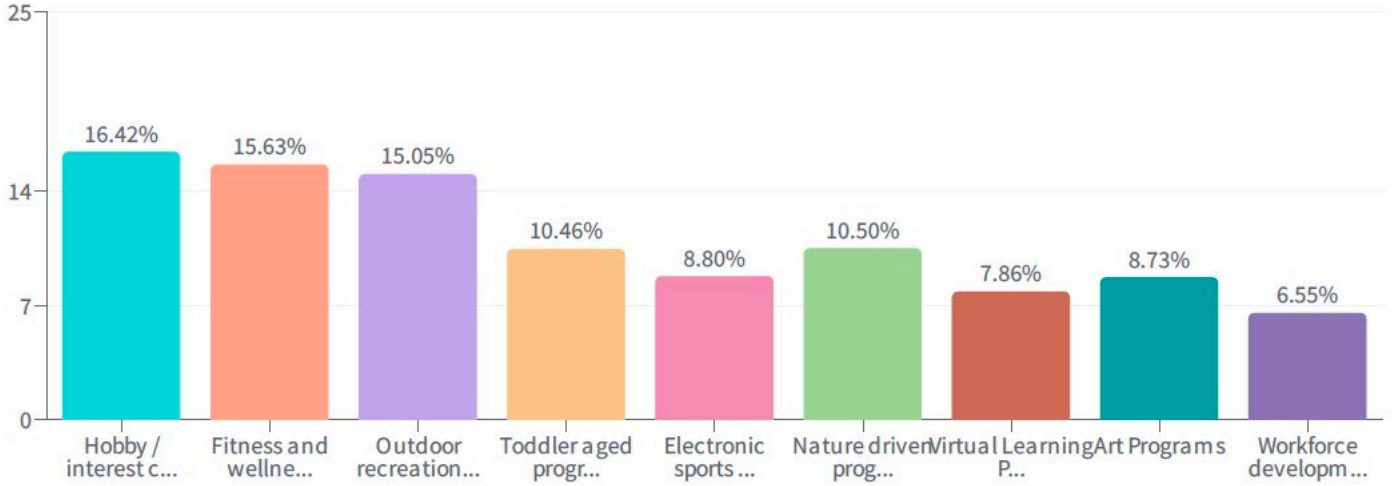
G. Preferred Method of Communication with the City

Listed in order of preference:
1) Email (direct and email blasts)
2) Printed City Playbook (mail guide)
3) Social Media platform

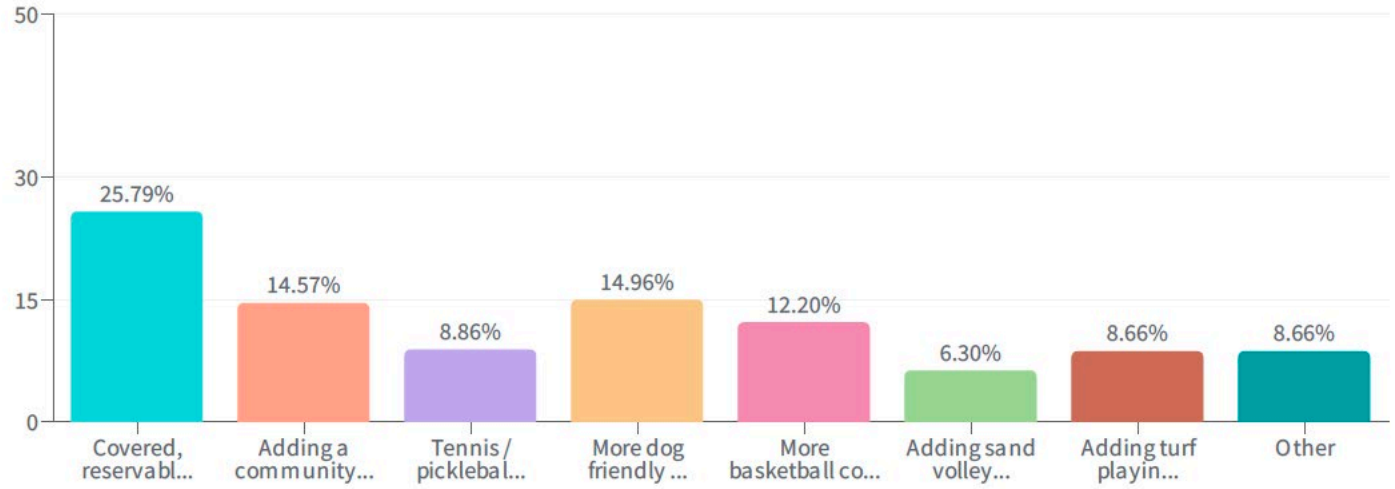
Question 37 – What future Recreation programs would you or a member of your household be interested in seeing?



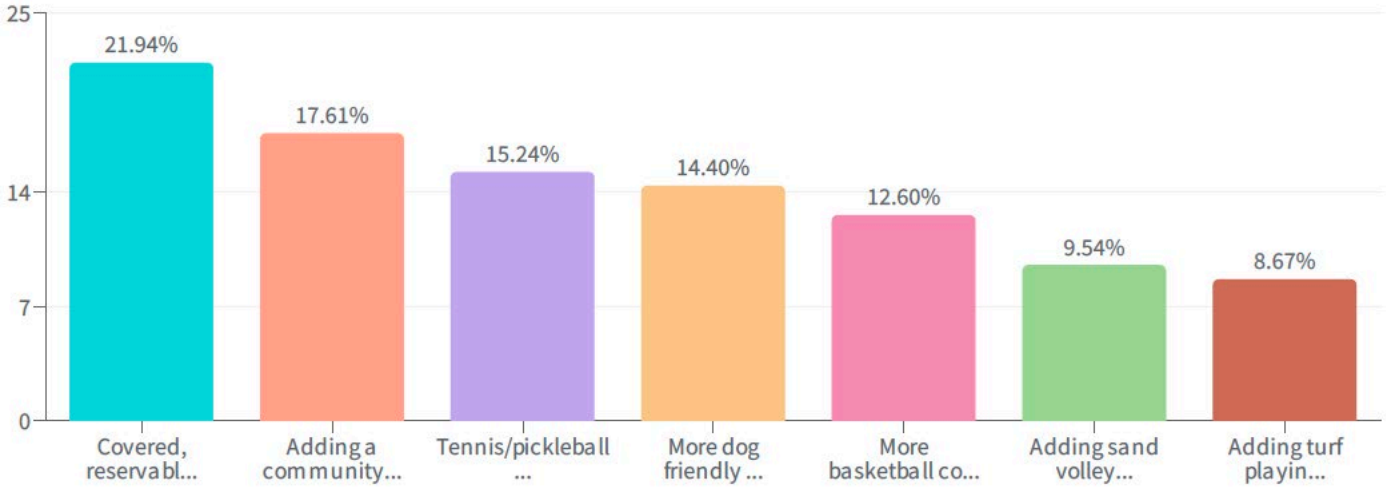
Question 38 – Please rank the proposed Recreation programs in terms of importance to you (1 being the most important to you)



Question 113 – Which of the following Park improvements would you be interested in?



Question 114 – Please rank the proposed Park improvements in terms of importance to you (1 being the most important to you)



Stakeholder Interviews

A. Overview

The consultant team conducted individual interviews with eight key stakeholders between May 18-25, 2022. Members of the group include:

- Two City Council members
- Two Recreation, Parks, Marina & Arts Commissioners
- Two Recreation, Parks & Marina Management staff members
- One Public Works Engineering Management staff member
- One Public Works Maintenance staff member

B. Reflections

Positive:

1) Many positive comments and constructive suggestions were offered through the stakeholder interviews. The range of informative feedback is robust and helpful to indicate that existing facilities and programs fulfill greatly varied needs of the public.



2) Additionally, the community expects regular maintenance, repair, renovation, or replacement of aged infrastructure. They desire, would utilize, and financially support additional recreation opportunities.
3) The stakeholder group noted that many respondents expressed their appreciation for the opportunity to provide input into Suisun City's Parks, Facilities & Recreation Master Plan effort; they welcome the improved dialogue and the City's interest in the community's opinions and concerns.

In Need of Improvement:

1) Poor communication of rules, protocols, and opportunities for use.
2) Lack of engagement with the community regarding recreational programing and facility desires.
3) Lack of marketing or promotion of available activities, programs, and facilities.
4) Inadequate maintenance, repair or equipment, furniture, facility renovation or replacement.

External Competition and Desire for Long-term Expansion:

It is accepted that the Kroc Community Center and recreational offerings (programs, activities, and facilities) of nearby larger communities of Fairfield and Vacaville present real (and in many cases superior) competition to those available in Suisun City.

Respondents indicated a desire for long-range "wish" projects that the City could develop and operate:

1) A sports complex with focus on youth and adult soccer.
2) Additional basketball, tennis, and other sport courts.
3) High quality and regularly occurring community events.
4) Public art, especially a mural program.
5) Computer and video labs, e-gaming studios and programs designated for youth.
6) Expanded and refreshed programming.

Competing Priorities and a Goal:

Stakeholders acknowledged the reality of competing demands and finite resources available. However, disappointment exists that the Recreation, Parks & Marina Department needs, and maintenance of their facilities are not a priority like many municipal services. Cumulative deferred investment in maintenance, repair and replacement of recreation infrastructure has degraded service levels and reduced recreational opportunities for Suisun residents.



Interviewed stakeholders agree that the Master Plan is a guide to assist the City with:

- Decisions around expansion of recreation programming and facilities
- Outline the need for enhanced maintenance, repairs, and replacement of park infrastructure, in line with community desires

C. Maintenance

Generally, the stakeholder groups indicated that parks and facilities are safe, but that basic maintenance is not adequate resulting in persistent and reoccurring:

- Accumulation of trash and litter
- Overgrown and unkempt vegetation
- Very poor-quality turf surfaces (many areas are unplayable)
- Broken, aged and inoperable furniture, fencing, signage, recreation equipment, lighting, and irrigation components
- Deteriorating pavement, pavement markings and signage

Repair, Renovation and Replacement:

Stakeholders noted that a flagging system to identify needed repair/fix-it exists. However, participants agreed that regular funding for facility and equipment repair has not been included in annual operating budgets at the levels needed to address conditions and expectations. Further, it was noted that projects to renovate or replace damaged or obsolete facilities and equipment have not been regularly included in the City's Capital Improvement Program. Consequently, facilities and equipment deteriorate, repairs and replacement are deferred, and decline intensified.

D. Feedback on Park Use Fees, Funding, and Partnerships

Fee Structure:

- The structure is confusing and inconsistent
- The City's cost recovery basis for recreational programs is not clear
- Stakeholders agree with the concept of cost recovery, but they believe fees must be commensurate with the quality of service/facility acceptable to the community
- City departments should work collaboratively on cost recovery for City sponsored events
- Fees should be uniformly collected
- Waiver eligibility should be established by Resolution by the City Council upon recommendation by the Recreation, Parks, Marina & Arts Commission
- Stakeholders support increasing fees and budgets to improve park facilities and programming, but believe the community would oppose cost increases, and therefore funding will require multiple sources and strategies

Partnerships:

- Stakeholders are uncertain if existing partnerships (with the School District and Solano Transportation Agency) are equitable or sufficiently benefit the City
- Exploring the terms of existing partnerships is recommended and adjusting as appropriate
- Exploring additional partnerships is needed
- Greater collaboration with community neighborhood and volunteer groups, and service clubs should be considered

E. Park Assets and Alternate Uses

Points of Feedback:

1) As noted, stakeholders confirmed that much is liked about the City's park facilities and that maintenance and renovation is needed at many sites.
2) Some sites receive limited use by virtue of their original design and improvement, current condition, and available alternatives. Some sites/facilities may be redundant or surplus.
3) Exploration of the potential to declare properties surplus and reduce "inventory" and associated operating costs is suggested. Sale of redundant/surplus properties as a funding source for priority facility improvement should be explored.
4) The former Senior Center has potential for alternate uses to serve seniors and disadvantaged members of the community such as Meals on Wheels, counseling services, satellite programs and services, facility rental (private events.) Needs and opportunities for re-use should be explored.
5) Harbor Theater should be self-supporting through privately managed programming (via long-term lease or partnership agreement.)
6) Future soccer complex: stakeholders support creation of a regional serving complex if a cost-neutral funding program (development and operations) can be created.



2022 Community Meeting

Overview:

On July 2022, a small but very engaged, informed, and constructive group of individuals attended the City's Parks, Facilities & Recreation Master Plan Community Meeting, including residents representing four different neighborhood areas of Suisun City.

Recreation, Parks & Marina Department Staff members included:

- Marvin Mora, Recreation Supervisor
- Kathleen Schrader, Administrative Assistant

GSM landscape architects, inc. consultant team members included:

- Gretchen Stranzl McCann
- Elizabeth Dunn
- Holly Johnson

The City and GSM took the following notes from the four small-group breakout sessions and the general open discussion.

A. Anderson Drive and Lawler Ranch Breakout Group

- Many neighbors walk in the Lawler Ranch area. Sidewalks allow for easy side-by-side walking.
- Generally, the area's trails are usable and clean.
- People use Lawler Ranch Park's open grassy areas for tossing footballs, baseballs, and pick-up games.
- Unpermitted uses, including weddings and vendor sales, occur in Lawler Falls Park.
- Small groups gather to admire Lawler Falls while painting and socializing.
- Shade is needed at Lawler Ranch Park. Small shade structures don't cover use areas, and existing trees provide only limited shade.
- A greater level of maintenance is needed at Lawler Falls Park, Lawler Ranch Park, and McCoy Creek Park.

B. California Tapestry, Heritage Park North, and Heritage Park South Breakout Group

- Parks are uninteresting and uninviting.
- Theming in parks is desired. This could be achieved through consistent new play area apparatus, site furnishings, and dramatic color and shape offerings. Additionally, park elements must be maintained, and be replaced with unique and exciting amenities to attract more public use.
- Add shade to park areas through structures and trees.
- Provide additional pathways within parks to create more exciting areas to walk and enjoy nature.



- Recreational, educational, and performing arts programs should be held at City parks.
- Trail systems need beautification – planting, artwork, and color.
- Adopt a Neighborhood Park groups, volunteer organizations, service clubs, etc. should be more fully recognized and their enthusiasm facilitated. Include such groups in future park planning and programming.
- Explore partnerships with businesses and non-profits such as Solano County Animal Care and Suisun Wildlife Center, at parks. Perhaps allow advertisement on site furnishings and pet waste stations that are sponsored or cared for by the business or non-profit.
- More general seating in parks that doesn't encourage sleeping is needed (single-person benches or benches with divided sections.)

C. Blossom, Dover Terrace North, Dover Terrace, and Dover Terrace South Breakout Group

- Youth on bicycles play "chicken" with buses and cars in the surrounding streets and ride bicycles at night in and around the parks.
- More bike lanes and a bicycle park, or pump track are desired for youth use and safety. Offer regular bicycle safety training opportunities.
- Bathrooms and drinking fountains are needed in parks.
- Improved lighting is necessary for park user safety.
- Swings, slides, climbing structures, rocking spring riders, and interesting park play equipment are needed in play areas for imaginative and non-prescriptive play.
- Periodic City-authorized neighborhood yard sales at neighborhood parks would be a fun, community building event which could help connect people to their parks and each other while encouraging clean-up of personal and public properties.



- Provide opportunities for special events, neighborhood gatherings, game nights, boxing, art creation, and classes at park sites.
- Add picnic tables at Carl E. Hall Park.

D. McCoy Creek North, McCoy Creek South, Quail Glen North, and Quail Glen South Break Out Group

- A primary focus should be on creating activities at parks that are focused on youth and keep young people (in particular, youth aged 10-15) enthused and positively engaged.
- Permanently control vehicular access to Samuel W. Goepp and Montebello Vista Park's grassy berms. Cars, ATVs, and motorcycles drive on the berms and grassy areas. Consider removing the berms for more accessible soccer play on flat turf. Consider installing video cameras to record park violations.
- The baseball backstops at Montebello Vista and Samuel W. Goepp Parks are in disrepair and rarely used. They should be removed.
- A full basketball court should be installed at Montebello Vista Park.



- Make McCoy Creek trail more beautiful. Add shade and accent trees and art murals along perimeter walls/fencing. A public art project involving youth could be established to create the murals.
- Add seating along the outer perimeter walking path at Samuel W. Goepp Park. Seating should focus on single users and be natural in appearance (ex., flat boulders) to discourage sleeping in the park.
- Install dog waste station(s) in the park(s) and trash receptacles for waste disposal.

E. Community Discussion – Open Group Comments

- There needs to be better and sustained communication between the City and the community. Communication efforts should follow from a comprehensive strategy employing numerous tools and methods of two-way communication between the residents and the City. Assign communication responsibilities to staff and provide suitable training and tools.
- People need opportunities to participate in planning facilities and events. Residents can't be engaged without early and regular communication and notice of how and when things happen.

E. Community Discussion – Open Group Comments, continued

- Parks need to be maintained at a higher level.
- People would consider being taxed to pay for park improvements and a higher level of maintenance.
- Global warming is a concern. Parks and outdoor facilities should reflect the use of fewer plastic components, materials that create less heat and which are environmentally sustainable.
- Many people enjoy walking dogs. Provide more opportunities for safe dog walking with pet waste stations to encourage people to clean up after their pets.
- The community would like to see amphitheaters, a splash pad, roller-skating areas, and a skate/bike park developed.
- The community would like to see children's play areas modernized.
- Add cross-through paths at parks that connect to perimeter paths/sidewalks for interest and pedestrian options.
- Play area redevelopment should consider children's social, emotional, cognitive, and physical development.
- Add swings and basketball courts to parks. These offer a high play value.
- The City should offer thematic and arts-focused activities at City sites.
- The community would like to see more "trade/life skill" programs. These include non-traditional school focuses such as automobile repair, culinary arts, sketching and painting, gymnastics and rhythmic arts, music, poetry, and gaming from checkers and chess to video and virtual reality. People with experience can teach other people, and people can trade for skill and instruction. These programs can help build neighborhoods and the City in a hands-on, grassroots way.



- More recreational programs for middle schoolers, such as dances, game nights, basketball tournaments, or boxing. People feel this is an essential but forgotten age group when it comes to planning recreation.



2022 Comprehensive Community Survey

An expanded Parks, Facilities & Recreation Community Survey was conducted from July – August 2022. A summary of the survey results follows.

Survey Respondents:

- More than 367 individuals offered input.
- The largest group of respondents (83%) live in Suisun City.
- 41% of participants represent ages 18-34.
- 42% represent ages 35-54.
- Survey respondents participate in park and recreation activities and recognize the value in making contributions to upgrading, adding, and maintaining public facilities.

Focus areas of 2022 Comprehensive Community Survey include:

- Importance of Sports/Athletic Recreation Amenities
- Importance of Specialized Recreation Amenities
- Importance of General Recreation Amenities
- Support for a New Soccer Complex
- Importance of Childcare Recreation Programs
- Importance of Senior Recreation Programs
- Importance of Enrichment and Education Programs
- Participation in Harbor Theater Programs
- Park and Facilities Renovation, Safety and Maintenance
- Support for Park and Recreational Development, Operations and Maintenance Partnerships

This summary is expressed in percentage by what respondents identified as most important.

A. Importance of Sports/Athletic Recreation Amenities

Age Group Importance:

1)	Youth sports/athletics	64%
2)	Adult sports/athletics	46%
3)	Senior sports/athletics	41%

Facility Importance:

1)	Soccer fields	49%
2)	Basketball courts	47%
3)	Baseball fields	36%
4)	Softball fields	33%
5)	Tennis and pickleball courts	32%

B. Importance of Specialized Recreation Amenities

1)	Swimming pools	54%
2)	Splash pads	50%
3)	Community gardens	48%
4)	Fishing at Waterfront	43%
5)	Parks	37%
6)	Amphitheaters	36%
7)	Off-leash dog areas/parks	36%
8)	Outdoor table games	27%



C. Importance of General Recreation Amenities

1)	Shade trees	77%
2)	Benches and seating	76%
3)	Children's play areas	73%
4)	Trails, paths, and bikeways	73%
5)	Covered picnic areas	71%
6)	Multi-use turf grass	61%
7)	Public art and murals	52%

For trails, paths, and bikeways, 31% of respondents noted that the Highway 12 (Central County Bikeway) should be given highest priority for renovation, extension and linking to other City bikeways.

D. Support for a New Soccer Complex

Support:

1)	Support for new soccer complex	87%
2)	Very likely/likely to use complex	29%
3)	Would not use complex	48%

Some respondents noted that they would not support development of, or use a new soccer complex, due to expense, limited hours of operation, and lack of multi-purpose programs and amenities.

Important Factors:

1)	Ensure availability for multi-use beyond soccer	95%
2)	Complex should focus on local users	81%
3)	Safe/clean environment	26%
4)	Ample on-site parking	18%
5)	Synergies with other city/local amenities	14%

Funding Options for a New Soccer Complex:

1)	Proceeds from selling City properties/land	46%
2)	¼-1% sales tax to service project debt	29%
3)	Property tax measure for bond issuance	27%

Taxpayer Contribution for a New Soccer Complex:

1)	Maximum of $75/year cost	62%
2)	Maximum of $150/year cost	25%
3)	Maximum of $250/year cost	10%
4)	Maximum of $400/year cost	3%

Length of Taxpayer Contribution for a New Soccer Complex:

1)	Limited to 5 years or less	75%
2)	Stretched over 7-15 years	25%

E. Importance of Childcare Recreation Programs

1)	Before and after school care	61%
2)	All day camps and day care	56%
3)	Preschool	55%

F. Importance of Senior Recreation Programs

1)	Free programs *	52%
2)	Weekly fitness **	45%
3)	Weekday lunches	39%

* Free programs include crafting, painting, board games, puzzles, bingo, movies, and social lounge. Occasional programs include gardening, education seminars, and nutrition.

** Weekly fitness includes dancing, walking, Wii games, table tennis, and chair volleyball.



G. Importance of Enrichment and Education Programs

1)	Life skills and job training	65%
2)	Trade and technology	62%
3)	Health and wellness	62%
4)	Dramatic, visual, and cultural arts	57%
5)	Social activities	56%
6)	Environmental education	56%
7)	Language classes	48%
8)	Travel and field trips	42%
9)	Contemporary top lectures	40%

H. Participation in Harbor Theater Programs

1)	Film and music events and festivals	23%
2)	Dramas, musicals, comedy, lectures	18%
3)	Dinner theater and art exhibits	15%
4)	Performing arts classes	12%
5)	Choral, symphony and poetry events	11%



I. Park and Facilities Renovation, Safety and Maintenance

Safety:

1)	Park facilities are safe for daytime use	85%
2)	Park facilities are safe for night use	53%
3)	Park facilities are unsafe for night use	47%

Maintenance:

1)	Maintenance is provided at a basic level	58%
2)	Parks and facilities are well maintained	25%
3)	Maintenance is provided at a poor level	17%

Funding Options for Parks and Facilities Renovation, Safety and Maintenance:

1)	Proceeds from selling City properties/land	57%
2)	¼-1% sales tax to service project debt	36%
3)	Property tax measure for bond issuance	32%

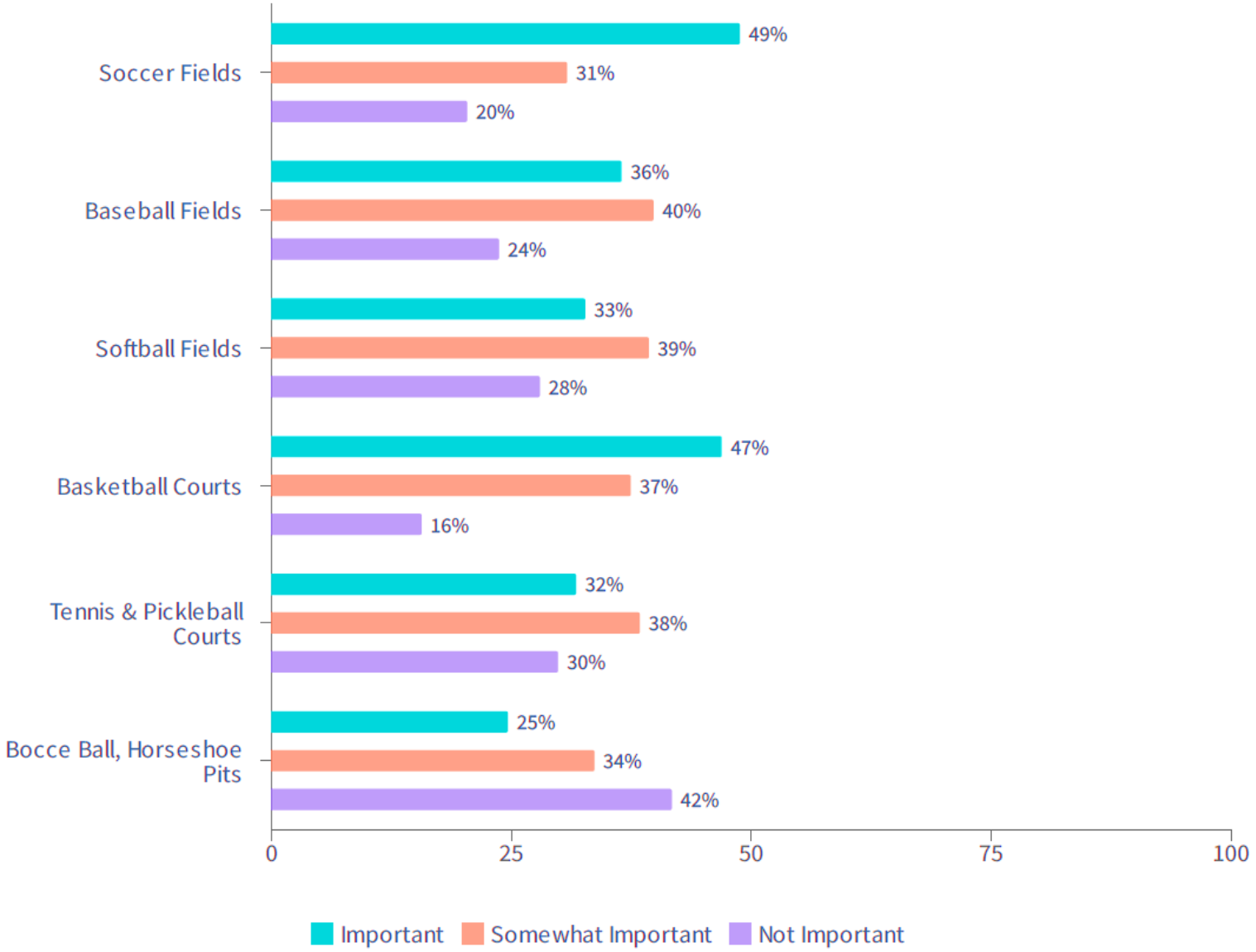
Taxpayer Contribution for Parks and Facilities Renovation, Safety and Maintenance:

1)	Maximum of $75/year cost	61%
2)	Maximum of $150/year cost	25%
3)	Maximum of $250/year cost	11%
4)	Maximum of $400/year cost	4%

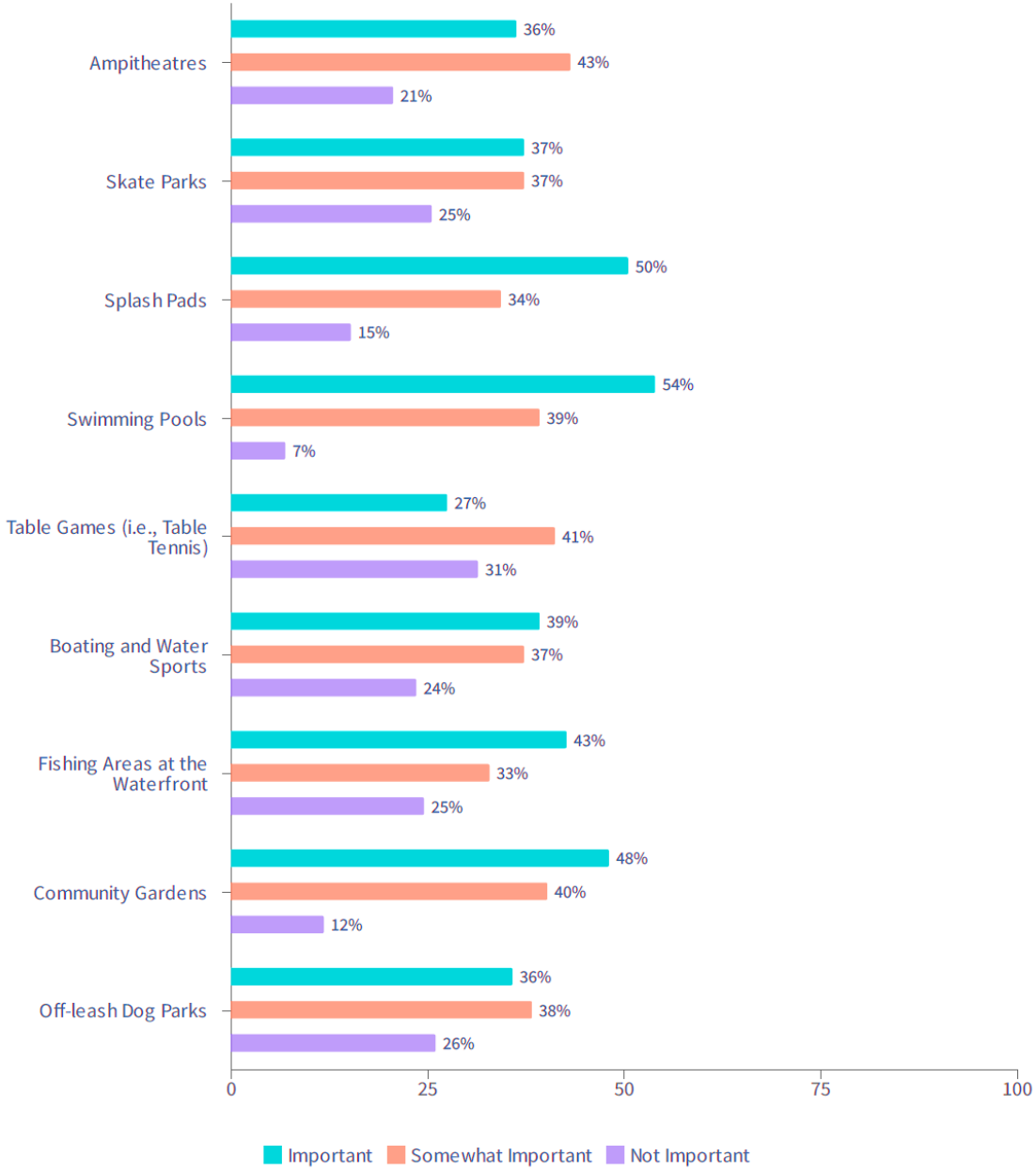
J. Support for Park and Recreational Development, Operations and Maintenance Partnerships

1)	Local education institutions	18%
2)	Local non-profit businesses/organizations	17%
3)	Nearby municipalities	16%
4)	Solano County and the State of California	13%
5)	Federal government	11%
6)	Local and global private developers	7%

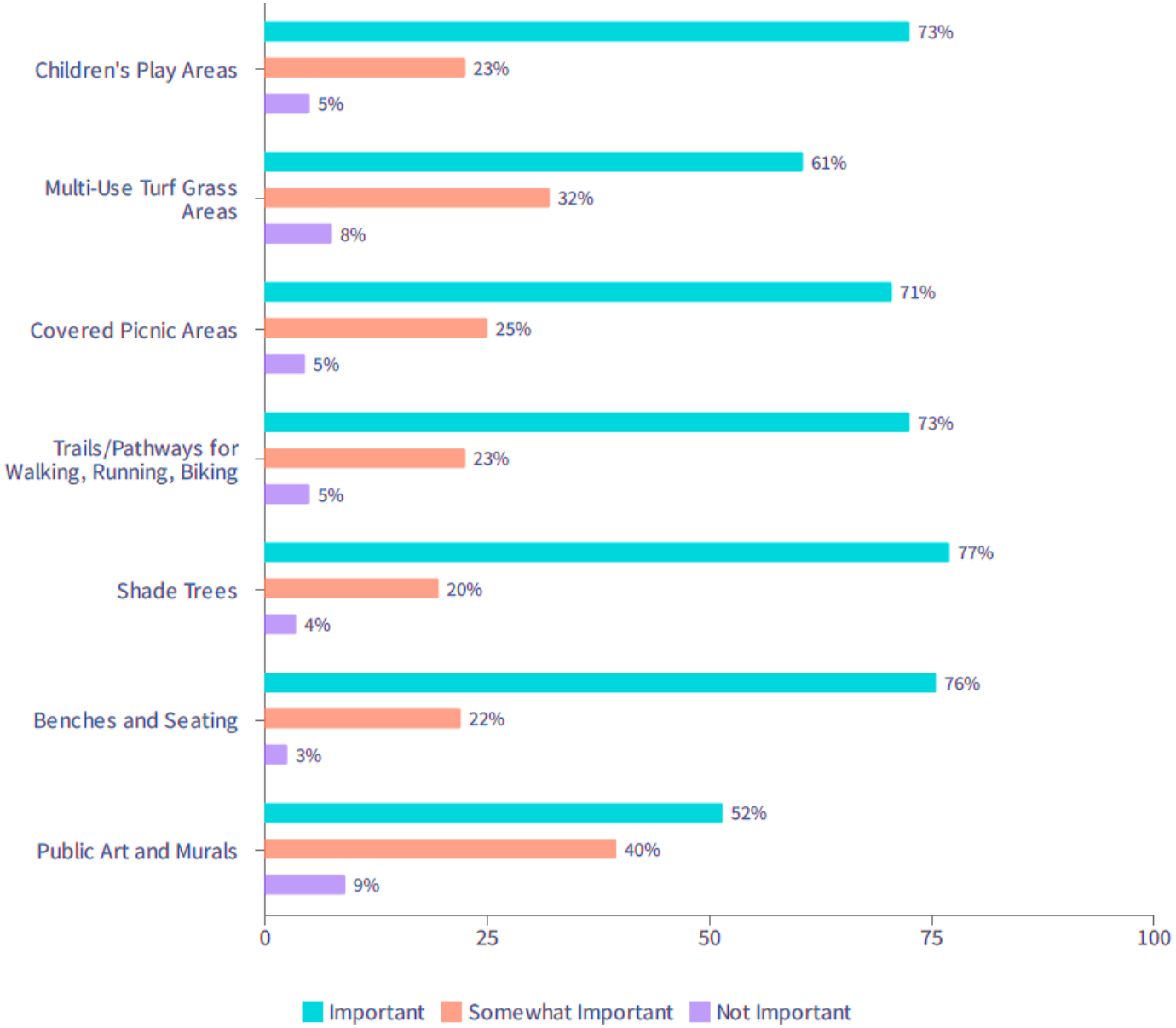
Question 5 – How important are the following Sports Recreation amenities to you and your household?



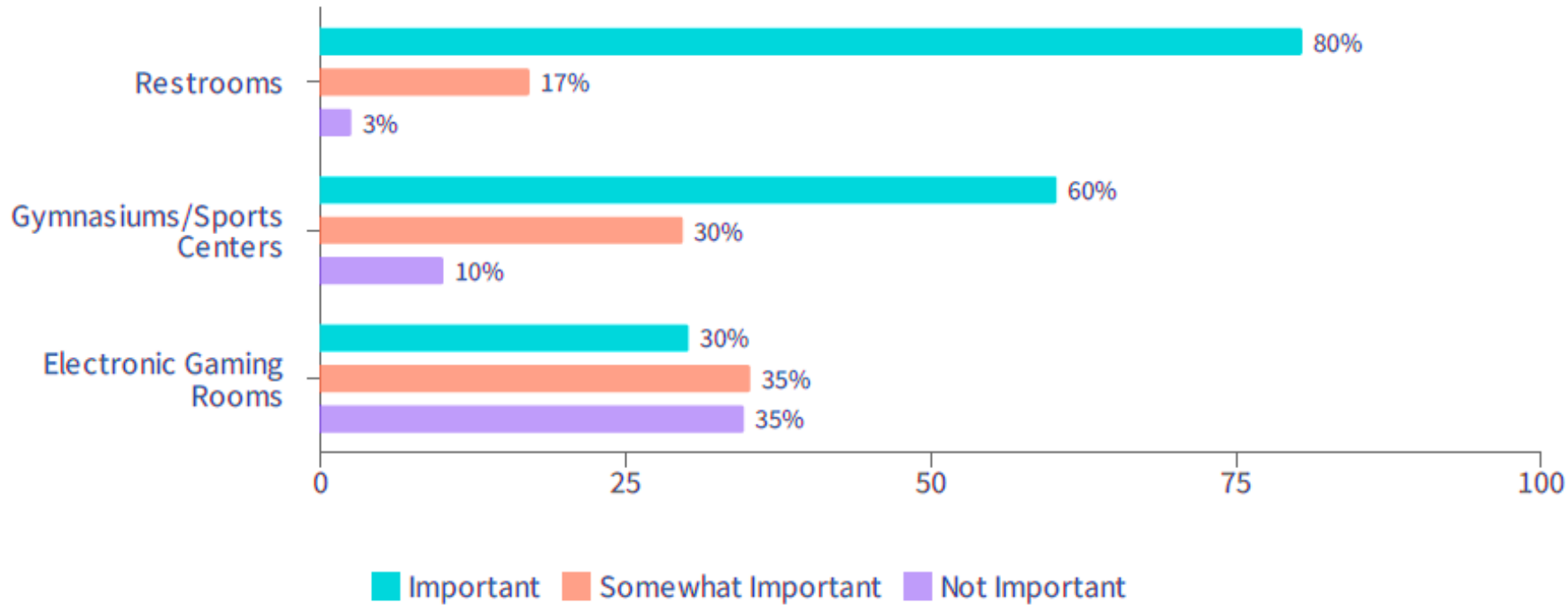
Question 6 – How important are the following Specialized Recreation amenities to you and your household?



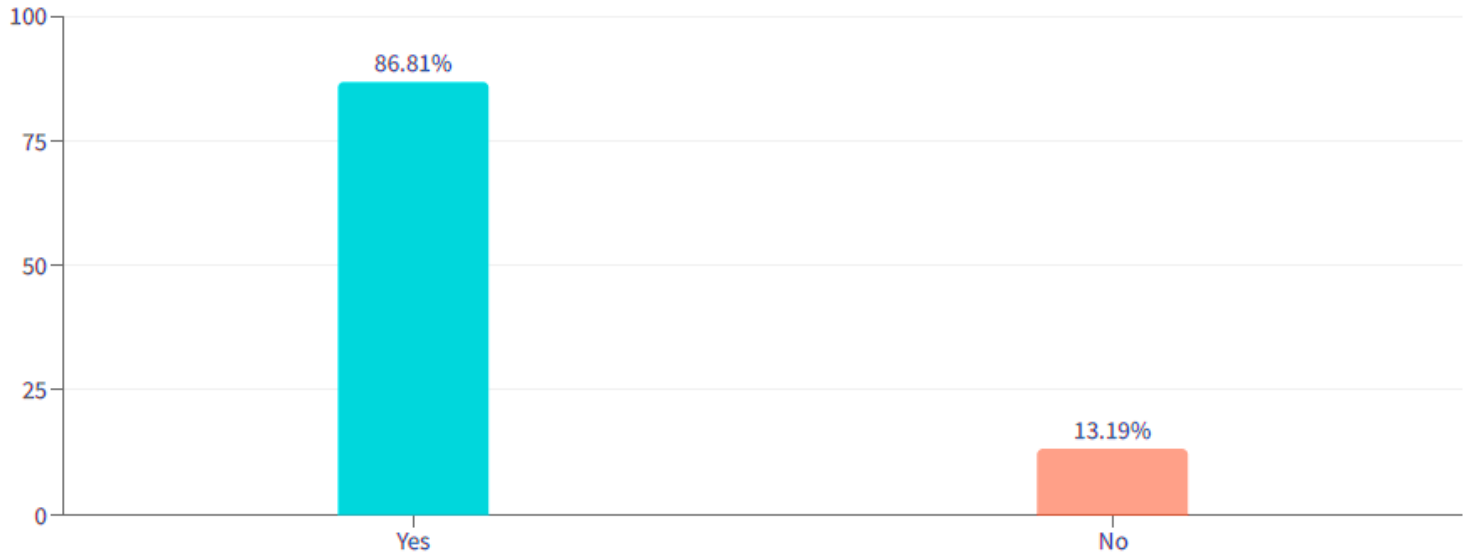
Question 7 – How important are the following General Recreation amenities to you and your household?



Question 8 – How important are the following Indoor Recreation amenities to you and your household?

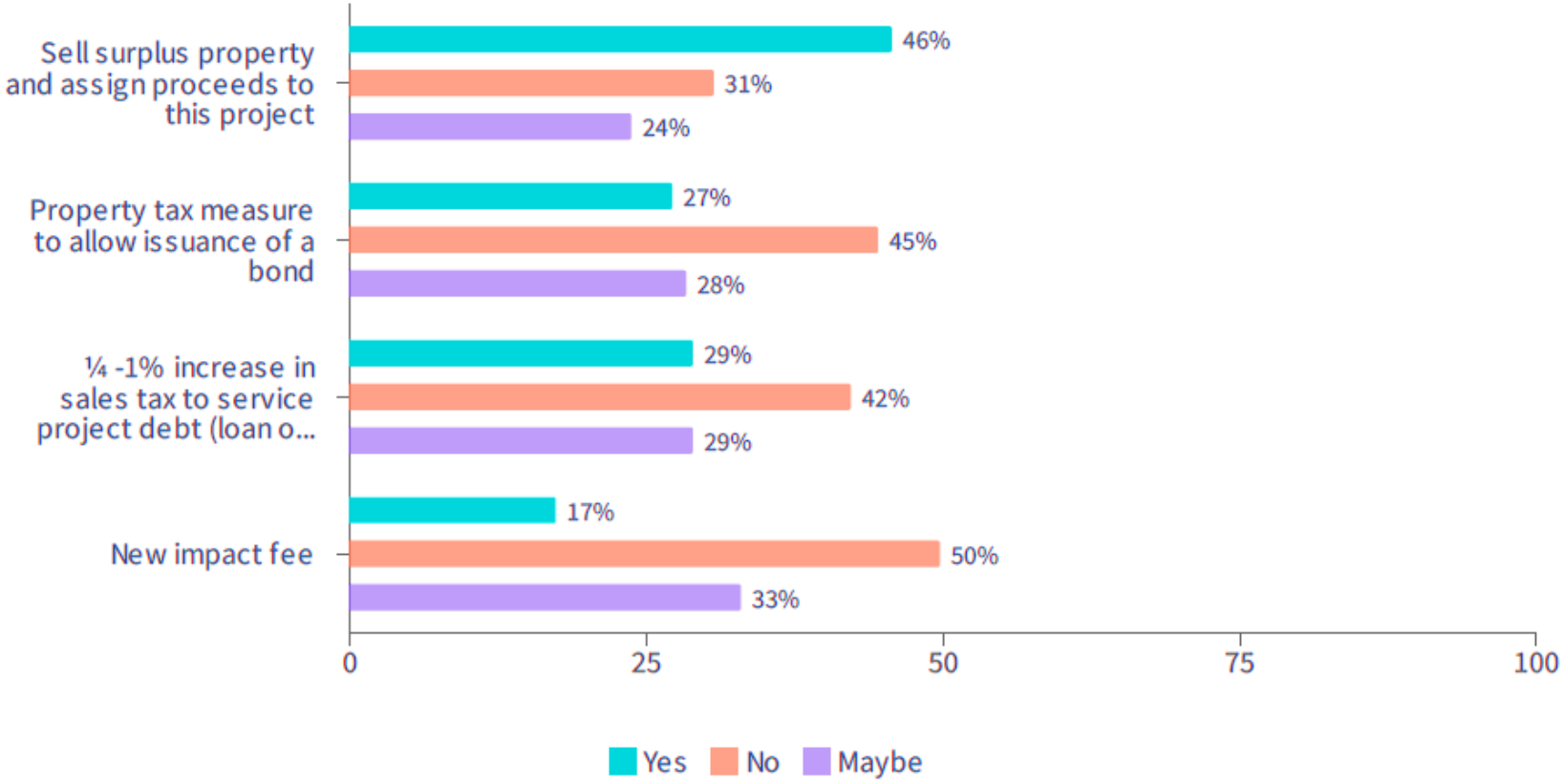


Question 14 – Do you support the City Developing a New Soccer Complex?

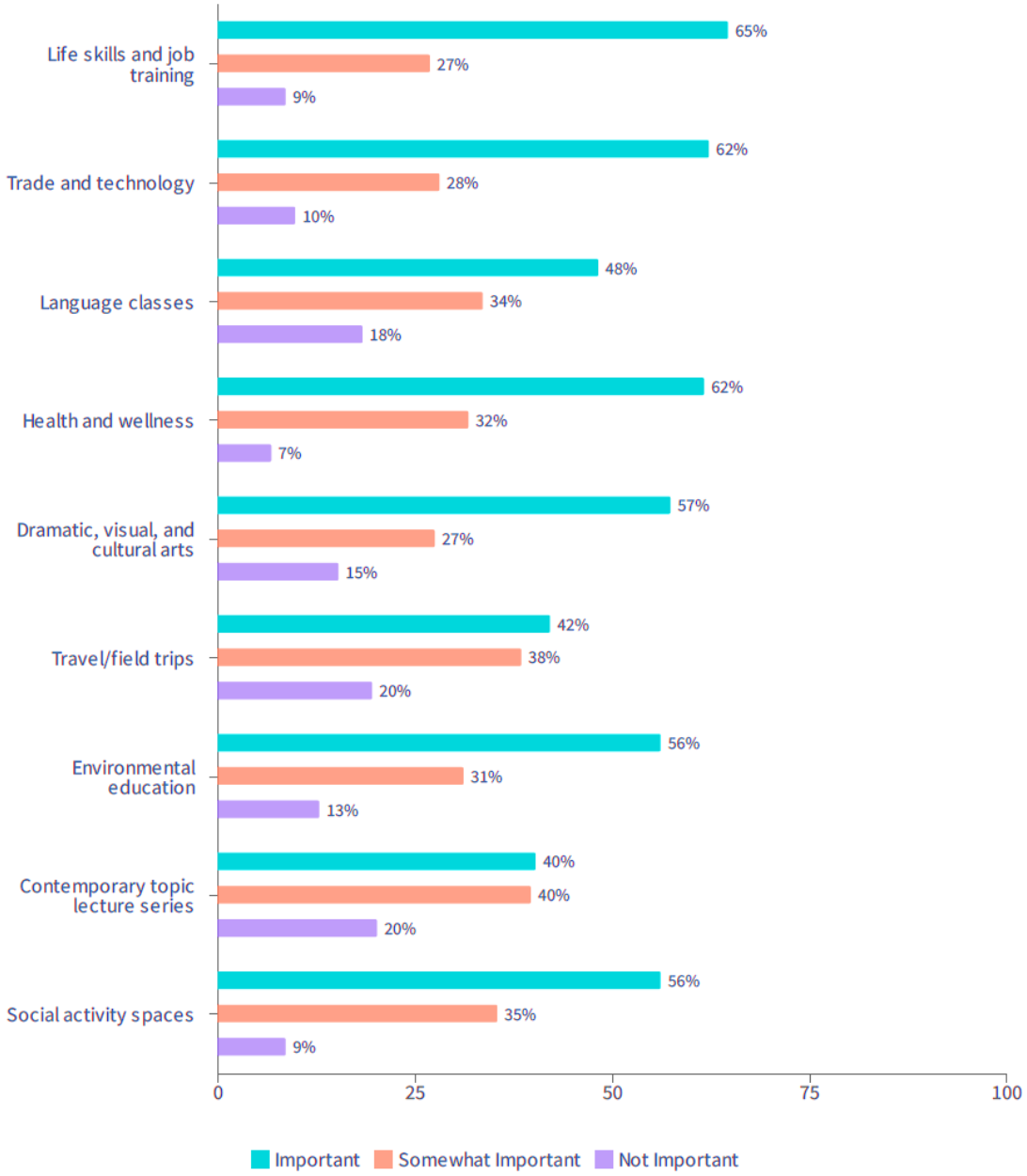


ANSWER CHOICES	RESPONSES	RESPONSE PERCENTAGE
Yes	158	86.81%
No	24	13.19%

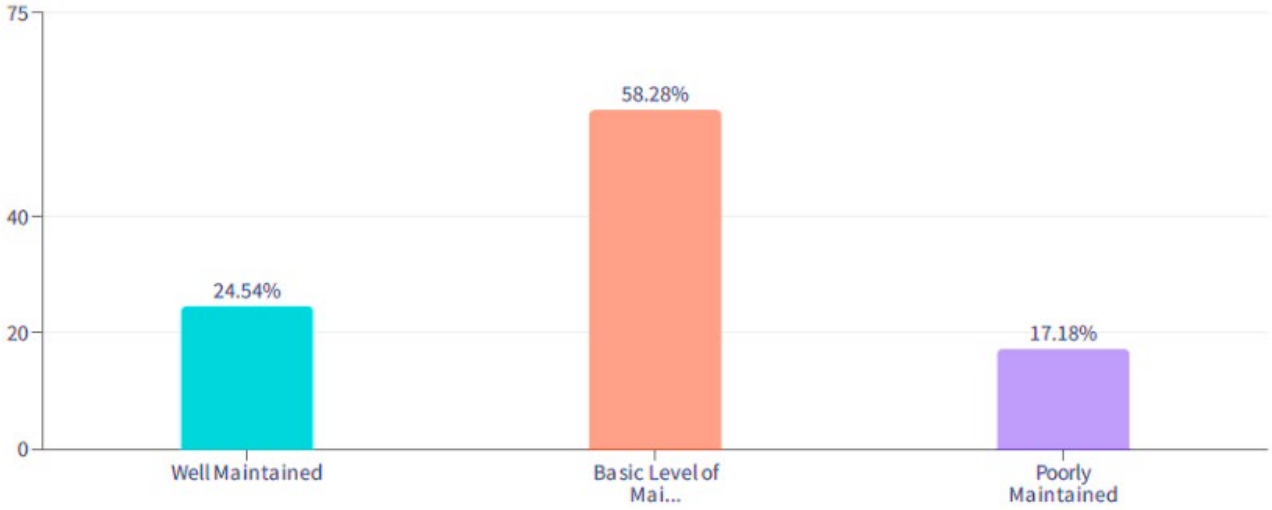
Question 20 – Would you, as a local taxpayer, be agreeable to the following funding strategies to Purchase Land and Develop of a New Soccer Complex?



Question 27 – How important are the following Enrichment and Education Programs to you and your household?

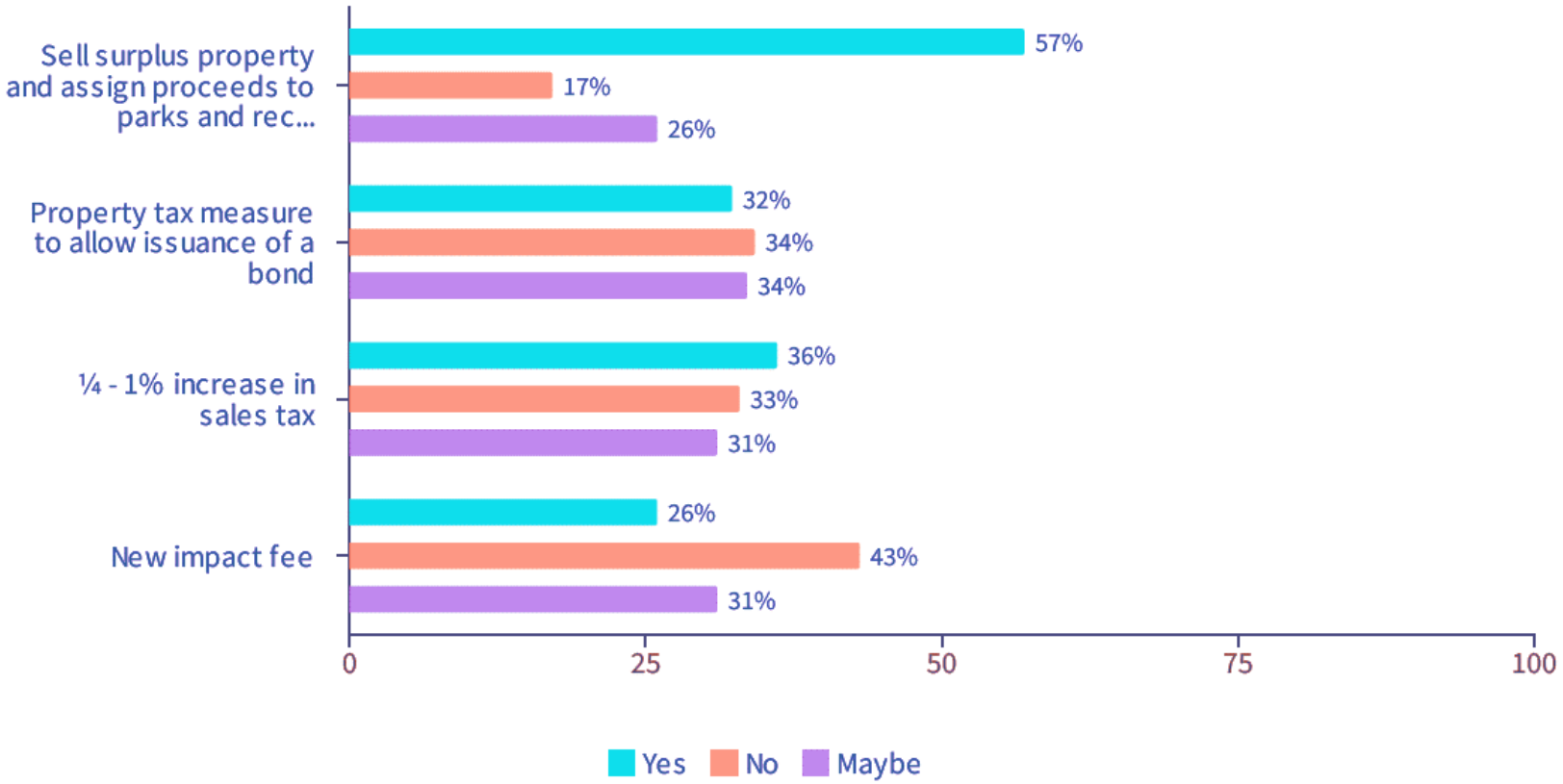


Question 30 – How do you think City Parks and Facilities are Maintained?

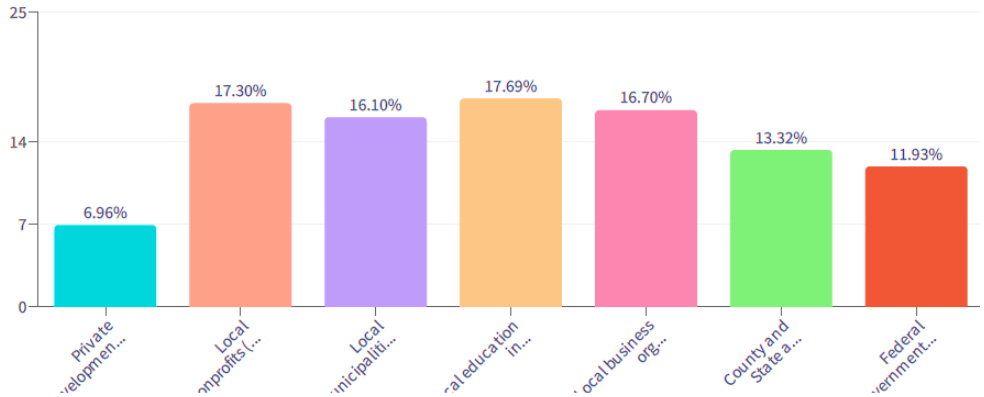


ANSWER CHOICES	RESPONSES	RESPONSE PERCENTAGE
Well Maintained	40	24.54%
Basic Level of Maintenance	95	58.28%
Poorly Maintained	28	17.18%

Question 35 – Would you, as a local taxpayer, be agreeable to the following funding strategies to accommodate a Greater Level of Park and Recreation Facilities Maintenance and Renovation?



Question 38 – Should the City Partner with other Agencies or Organization for Park and Recreational Operations, Maintenance, and Development?



ANSWER CHOICES	RESPONSES	RESPONSE PERCENTAGE
Private development companies (local or global)	35	6.96%
Local nonprofits (Kroc Community Center, Solano Land Trust)	87	17.30%
Local municipalities (Fairfield, Vacaville)	81	16.10%
Local education institutions (Fairfield-Suisun School District, Solano Community College, etc)	89	17.69%
Local business organizations (Suisun Waterfront Business District, Solano Economic Development Corp., Fairfield-Suisun Chamber of Commerce)	84	16.70%
County and State agencies (Transportation, library, parks)	67	13.32%
Federal government (Travis AFB)	60	11.93%

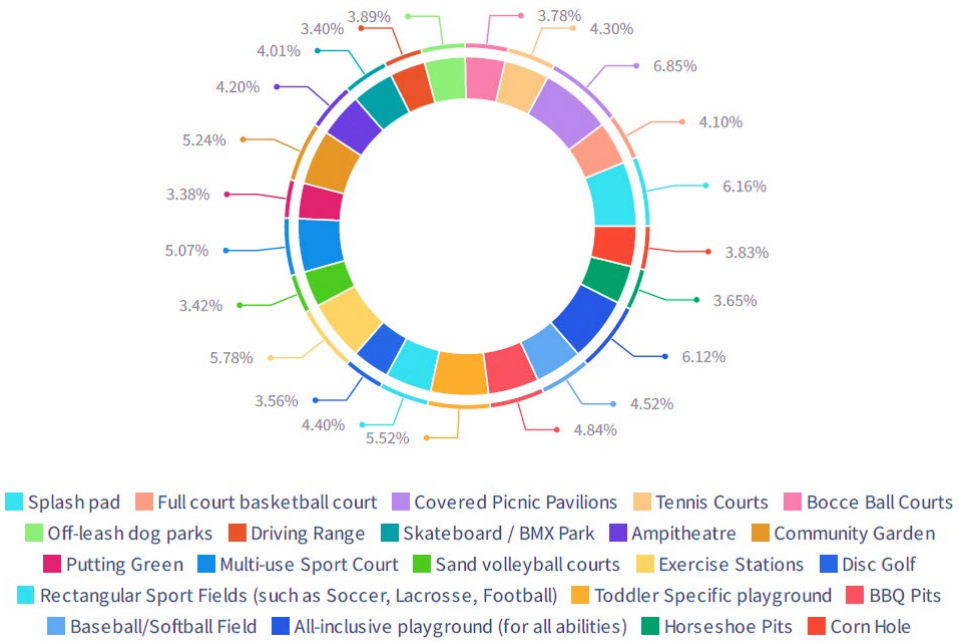
2022 Supplemental Park Amenities Survey

A. Survey Rationale

The City secured grant funding to make park improvements over the next three years. The 2022 Supplemental Park Amenities Survey directly followed the Comprehensive Community Survey. The focus of this online survey was to determine which park and recreational amenities are most important to the public and identify where funding should be focused.

B. Respondents

1) More than 170 individuals offered input.
2) 42% of participants represent ages 35-54.
3) 24% of participants represent ages 55-69.
4) 20% of participants represent ages 18-34.



C. Park Amenities

The 2022 Supplemental Park Amenities Survey listed 22 park amenities and asked respondents to rank the importance to them of each amenity. The response average for park amenities is listed below, ordered from highest response average to lowest response average.

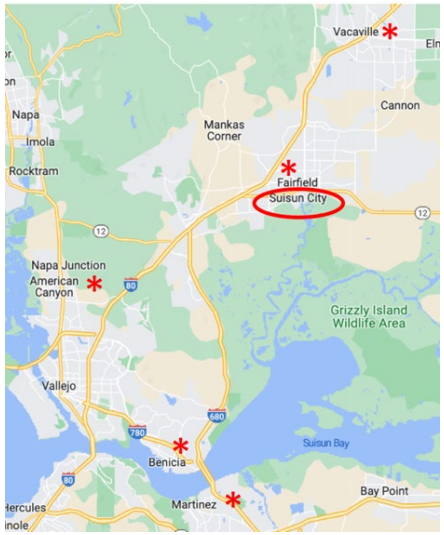
1)	Cover picnic pavilions	98.33%
2)	Splash pad	88.42%
3)	All-inclusive playground (all abilities)	87.94%
4)	Exercise stations	82.99%
5)	Toddler specific playground	79.30%
6)	Community garden	75.24%
7)	Multi-use sport courts	72.89%
8)	BBQ pits	69.59%
9)	Baseball/softball fields	64.90%
10)	Sports fields (soccer, lacrosse, football)	63.22%
11)	Tennis courts	61.70%
12)	Amphitheater	60.40%
13)	Full court basketball	58.60%
14)	Skateboard/BMX	57.54%
15)	Off-leash dog parks	55.68%
16)	Corn hole	54.97%
17)	Bocce ball courts	54.35%
18)	Horseshoe pits	52.38%
19)	Disc golf	51.07%
20)	Sand volleyball courts	49.18%
21)	Golf driving range	48.77%
22)	Golf putting green	48.60%

COMPARATIVE ANALYSIS

Comparative Summary of Neighboring Cities

A. Introduction

The Parks and Recreational services and facilities, enjoyed by Suisun City residents and visitors, are facilitated by a dedicated and collaborative team: residents, user and advocacy groups, City policy and decision-makers, City staff, and public and private entities and partners. The City has the dominant role in developing, programming, and maintaining the community's many park and recreational offerings.



The City Council prioritizes community needs and provides for these community-focused municipal services through allocation of financial resources in its General Fund, Capital Improvement Program and Landscape and Lighting District budgets. In Fiscal Year 2022/23 more than $8.5 million was allocated by City Council to parks, recreation, and public landscape areas. While this funding is significant, it lacks context. Comparing allocations of Parks and Recreational Programs, and Park Maintenance from nearby communities provides comparative context for Suisun's budget commitment. The National Recreation and Parks Association recommends comparison or benchmarking to similar communities to assist in quantifying and assessing conditions and informing decisions and directions regarding options and goals. It is important to note that no national standards regarding park programming, operations or maintenance level of service have been adopted.

The City identified five communities in Suisun's region for comparison purposes: Fairfield, Vacaville, Benicia, American Canyon, and Martinez. Fairfield and Vacaville were chosen because they are immediate neighbors and the three communities often participate in each other's programs. Benicia, American Canyon, and Martinez were chosen because they are close in proximity but also have similar population numbers. Beyond these characteristics the communities have considerable differences e.g., area (square miles), demographics, housing stock, services provided, staffing levels, budget, development potential, revenue sources, reserve policies, etc. Still, comparison can be helpful to allow a better appreciation of the financial commitment made through the Suisun City budgeting process to the parks system (recreational facilities, programming, and maintenance) relative to that in nearby familiar communities.

It should be noted that there is no right or wrong relative to municipal budget funding levels or methods. City-wide needs and priorities and financial resource depth and capabilities vary between communities and inform decision-maker's budgeting choices. Additionally, park systems differ in each community as do the level and method (in-house or contract services) of maintenance, frequency of renovation, level of cost recovery (user fees), reliance on private funding or maintenance (Landscape and Lighting Assessment Districts), etc. Finally, facilities, programs and acreage devoted to the park system varies widely across the spectrum of cities. For example, Suisun City provides a marina and harbor, amphitheater, extensive wildlife access and viewing areas, a competitive baseball/softball sports complex, and a performing arts theater, whereas many communities do not offer all these amenities. Conversely, all five of the comparator cities offer aquatic services and facilities while Suisun City does not.

Finally, the six cities selected address park and open space maintenance through the lens of their respective community goals, local interests, values, and sensitivities and, of course, financial resources. The data presented is at a very high level based upon generally available information from city budgets and published reports. Much greater analysis of the service methodologies in each of the communities would be necessary to fully understand the costs

of service and the strategies, methodologies, and goals behind selected approaches. For example, some communities rely on contract services for certain maintenance work, while others perform such work with in-house staff. Partnerships with other public entities or shared services and in-kind exchanges occur in some organizations. Some cities have enterprise or cost centers for revenue and expense allocation, common in performing arts and aquatics facilities or a golf course or marina services. Another arrangement involves Public Private Partnerships (PPP). A PPP may be utilized to partner with a private entity to build, operate and maintain recreational facilities; costs can be shared or shifted depending on the terms of the partnership. A detailed evaluation of each of the six organization's approach to maintenance with these and numerous other factors in mind would be necessary to fully understand the methods and costs of maintenance. Such evaluation is well beyond the scope of this report. Therefore, the information included in the Master Plan must be viewed as a start intended to provide limited context for comparisons discussion.

While each City's Park systems are built for their community's specific needs, this comparison provides a starting point for conversations about what the City of Suisun City and its community members desire in their parks.

It should be noted that 95.7 acres of parkland in Suisun City does not include the surrounding extensive open space and natural habitat marshlands, or the extensive bicycle, trail, and pathway network, which exists throughout the community. City staff have (or share) maintenance (and facilities planning/development) responsibilities for these facilities in addition to the 95.7 acres of traditional parkland facilities in the community.

Public and stakeholder comment, input, suggestion, and feedback collected through the various forums and outreach tools indicate that the community is proud of the diverse facilities and programs provided. General approval of the condition of parks and the level of maintenance was expressed. Although 24.5% of respondents to the City's 2022 Comprehensive Community Survey indicated that parks are "well" maintained, almost 59% indicate maintenance at a "basic" level, and 17% of respondents found park maintenance to be poor arguing that a strong desire for enhanced maintenance is present. This call for enhanced regular maintenance is mirrored in the feedback received from stakeholder interviews and the community meeting.

B. Comparison Data

The comparison data, while very high level and with many deviations specific to each selected community and their operations and maintenance practices, suggests, on the surface, that Suisun City fits within the normal range of acreage per capita and maintenance costs per acre, but trails the trendline for acreage maintained per staff person. The data also indicates deviation relative to salary ranges for positions, which garnered sufficient similar "matches" among the comparator agencies. Significantly more detailed data and comprehensive evaluation of comparative information and service methods is necessary to develop an accurate description of Suisun's placement relative to others in identified categories of parkland acreage, service methods, acre per maintenance personnel, costs per acre maintained, class and compensation, etc. This is described in the recommendations.

The consultant team identified positions, for which the comparator City established in both their Recreation and Parks, and Public Works Maintenance departments. Again, each of the comparison cities approach their service in their own manner and manage their functions with staff of different classifications, functions, and compensation levels. Still there are similar positions among the cities, which can provide information for consideration.
It should be noted that this report is not an organizational assessment, nor a classification and compensation study, both of which require specific expertise and substantial analysis, beyond the scope of this Master Plan. However, comparison of staffing approaches and compensation scales (even at a high level) can be helpful to appreciate relative challenges to recruitment and retention of staff and the ability to reliably perform key functions and deliver services as a result.

C. Comparison Tables

Table A General Comparison, on the following page, shows a general overview of park systems in the six comparative communities for information and context as of June, 2023. The remaining tables examine the comparison of facilities, programs, budget, staff, and salaries. Comparisons are based on General Plan information, program guides, department reports, adopted annual budgets and assessments, and published salary schedules.

A. General Comparison

This is a comparision between six cities including Suisun City, its immediate neighbors of Fairfield and Vacaville, and three other cities in close geographic proximity with similar total population. The summary highlights the sizes of cities, amount of parkland, types of parks and facilities, general budgets, and total staff.

Information for these comparisons was identified by researching city annual budgets, public salary schedules, financial reports, activity guides and city department website information. See the Resources section of this Master Plan for more information.

	Suisun City*	Fairfield	Vacaville**	Benicia***	American Canyon	Martinez
Total Population from US Census Bureau Data, July 2021	29,165	119,705	103,078	26,819	21,605	36,819
City Area in Square Miles	4.04	37.60	27.00	14.12	4.80	13.10
Total Parkland Acres	95.7	230.5	257	123	70	175
Parkland Acres per 1,000 Residents	**3.3**	**1.9**	**2.5**	**4.6**	**3.2**	**4.8**
Total Parks	16	24	33	32	22	17
Total Community Parks	3	3	7	2	2	7
Total Neighborhood Parks	13	16	25	10	11	7
Total Recreational buildings	3	6	6	2	4	3
Path and Trail Systems	3	3	3	5	3	9
Aquatic Facilities		1	1	1	1	1
Marina Facilities	1			1		1
Restrooms	4	10	5	20	6	
Senior Center	1	1	1	1	1	1
Sports Complex	1	1	1		1	
Theater for Performing Arts (Indoor)	1		1			
Theater Outside (Amphitheater)	1	1	1			1

* Suisun City meets their General Plan Policy CFS 3.1 of providing at least 3 acers per 1,000 residents

** Vacaville Total Park acres does not include the 314 acre Lagoon Valley Regional Park

*** Benicia Total Park acres does not include the 577 acre Lake Herman Regional Park

B. Facilities Comparison

This comparison provides greater detail in type and quantity of facilities within each community, and specific activities available.

	Suisun City	Fairfield	Vacaville	Benicia	American Canyon	Martinez
Adult Activity/Senior Center*	1	1	1	1	1	1
Kitchen		1	1		1 (Prep Only)	
Meeting Rooms		2	11		2	
Aquatics Center		1	1	1	1	1
Pool		1	2	2	1	2
Splash Pad/Splash Zone		2 (in parks)	1		1	
Rentable Areas		1	2			
Community Center	1	1	3	1	2	1 (Library)
Assembly/Banquet Room	1	1	11			
Gym			1	1	1	
Kitchen	1	1	3		1 (Prep Only)	
Meeting/Class Rooms	4	5	21		1	
Marina	1			1		1
Nature Center		1				
Neighborhood Center		2	7			
Meeting Space		1	7			
Kitchenette		1				
Theater for Performing Arts (Indoor)	1		1			
Theater Outside (Amphitheater)	1	1	1			1
Restrooms	4	10	5	20		
Parks with Reservable Picnic Areas	1 Heritage	15	5	3	10 (including Pool)	5
BBQ Grills	1	9	13	26	6	25
Capacity of Largest Area		130	100	536	140	180
Reservable Spaces		39	9	11	13	16
Parks with Shade Structure(s)	3	1	5	3	6	5

* The City of Suisun City Senior Center programs and activities are located at the Joseph Nelson Community Center.

B. Facilities Comparison, continued

	Suisun City	Fairfield	Vacaville	Benicia	American Canyon	Martinez
Parks/Open Space	16	24	20	32	13	17
Trails	3	3	3	5	2	9
Park Amenities						
Archery Area			1			
Court - Basketball	1 Full / 5 Half	3 Full / 7 Half	14 Full / 1 Half	5 Full / 6 Half	4 Full / 4 Half	4 Full / 3 Half
Court - Tennis		9	9	2	4	10
Court - Volleyball	1	2	1	2	1	1
Dog Park	1	1	2	1	1	1
Fishing Locations	3	3		4		3
Fitness Circuit/Station	1	6	2			
Flying Field - Electronic			1			
Games - Bocce/Cornhole		6		2	4	14
Games - Disc Golf			1			
Games - Horseshoes		3	2		1	14
Golf - 18 Holes/Putting Green		2/2				
Play Equipment Area	11	31	21	18	10	
Skate Park	1 portable	2		1	1 portable	1
Sports Complex	1	2	1			
Sports Field - Baseball	8	3	8	4	1	9
Sports Field - Football			1			
Sports Field - Little League	4	5		2		
Sports Field - Multi-use	13	19	18	20	4	4
Sports Field - Soccer	2	6	6	11	4	1
Sports Field - Softball	3	7	15	8	3	4
Sports Field - Track			1			

C. Program Comparison

	Suisun City	Fairfield	Vacaville	Benicia	American Canyon	Martinez
Programs/Classes						
Aquatics - Life Guard and Jr. LG Classes			✓		✓	✓
Aquatics - Diving			✓			
Aquatics - Swim Classes		✓	✓	✓		✓
Aquatics - Water Aerobics/Lap Swim		✓	✓	✓	✓	✓
Aquatics - Water Polo						✓
Archery - Youth	✓					-
Arts, Science and Crafts			✓		✓	
Camp - Day Camp	✓		✓			✓
Camp - Dodgeball			✓			
Camp - Sports General		✓	✓	✓		
Camp - Basketball		✓	✓	✓		
Camp - Science/Art/Coding			✓			
Camp - Skateboarding				✓		
Camp - Tennis			✓			
Camp - Volleyball			✓			
Certifications - Baby Sitting			✓	✓		
Community Garden					✓	
Computer Classes			✓			
Cooking Classes			✓			
Gym - Open/Drop in			✓	✓	✓	

✓ = programs listed on city website and/or activities guide.

C. Program Comparison, continued

	Suisun City	Fairfield	Vacaville	Benicia	American Canyon	Martinez
Programs/Classes, continued						
Dance - General	✓		✓	✓		
Dance - Ballet	✓	✓	✓	✓	✓	
Dance - Hip Hop				✓	✓	
Dance - Line Dancing	✓			✓	✓	
Dance - Polynesia				✓		
Dance - Pom				✓	✓	
Dance - Square Dancing	✓					
Dance -Tango				✓		
Dance - Tap	✓			✓		
Dance - Zumba	✓		✓			
Drivers Safety Education		✓	✓	✓		
Esports Leagues			✓			
Fitness Classes				✓	✓	
Individual Sport - Golf Adult		✓				
Individual Sport - Golf Jr.		✓				
Individual Sport - Gymnastics			✓			
Individual Sport - Horseback Riding			✓			
Individual Sport - Track and Field			✓			
Individual Sport - Tennis				✓	✓	
Leadership Experience/Classes		✓				
Language Classes					✓	

✓ = programs listed on city website and/or activities guide.

C. Program Comparison, continued

	Suisun City	Fairfield	Vacaville	Benicia	American Canyon	Martinez
Programs/Classes, continued						
Movement - Family					✓	
Music Lessons Instruments		✓	✓			
Net Games - Badminton					✓	
Net Games - Tennis		✓	✓		✓	
Net Games - Pickleball		✓				
Pets/Animal Classes and Care					✓	
Photography/Film Making	✓		✓			
Safety classes - First Aid, CPR		✓	✓	✓		
School - After school	✓	✓	✓	✓		
School - Leadership						
School - Preschool	✓	✓	✓	✓		
Self Defense - Karate Mixed Combative	✓	✓	✓		✓	
Skateboarding	✓				✓	
Supportive			✓			
Team - Baseball/Softball	✓	✓	✓			✓
Team - Basketball	✓	✓	✓	✓	✓	
Team - Football Flag	✓		✓	✓		
Team - Preschool to Teen All sports intro	✓	✓		✓	✓	
Team - Soccer		✓	✓	✓	✓	
Team - Volleyball			✓	✓		
Theatre	✓	✓		✓		
Therapeutic recreation activities	✓		✓			

✓ = programs listed on city website and/or activities guide.

C. Program Comparison, continued

	Suisun City	Fairfield	Vacaville	Benicia	American Canyon	Martinez
Programs/Classes - Seniors						
Aerobics/Jazzercise/Walking Group	✓	✓		✓	✓	✓
Aquatics				✓		
Community Meals	✓	✓	✓			✓
Fitness - General					✓	
Nutrition/Cooking and Diet	✓			✓		
Crafts - Rock Painting/Water Colors	✓	✓	✓		✓	✓
Computer/Smart Phone Classes		✓	✓			
Dancing	✓	✓		✓	✓	
Energy and Balance/Chi Gong and Tai Chi	✓		✓	✓	✓	✓
Financial/Life Planning			✓	✓		
Games - Bridge/Cribbage/Pinochle, etc.	✓	✓	✓	✓	✓	
Games - Active Table Tennis/Pool	✓	✓				
Games - Active Tennis/Pickleball/Bocce		✓				
Games - Wii/Virtual/Computer	✓					
Language Classes			✓	✓	✓	
Music - Instruments and Voice	✓		✓			✓
Safety Course	✓	✓	✓	✓		✓
Support Group			✓			✓
Trips		✓	✓	✓	✓	
Yoga/Stretching			✓	✓	✓	✓

✓ = programs listed on city website and/or activities guide.

C. Program Comparison, continued

	Suisun City	Fairfield	Vacaville	Benicia	American Canyon	Martinez
Special Events						
Dance Party/Street Dance	✓		✓			✓
Family/Pet Events		✓				
Family/Kid Events			✓	✓		✓
Family/Parent Date Night					✓	
Movies in the Park	✓			✓		
Music	✓		✓			
Music on the Waterfront	✓					
Parades / Festivals / Fairs	✓	✓	✓	✓	✓	✓
Participation Sports events (10ks, triathlon, etc.)		✓	✓	✓		
Recreation Expo to promote department			✓			
Seasonal/Holiday Events	✓	✓	✓	✓	✓	✓
Swap Meet		✓				

✓ = programs listed on city website and/or activities guide.

D. Budget Comparison

This Comparison shows overall budgeted expenditures for three departments. These include, Recreation and Parks Departments that provide programs for the community, Public Works Departments that provide landscape maintenance to care for parks and recreation facilities, and Landscape and Lighting Districts that also provide maintenance to care for parks and recreation facilities. Budgets for Landscape and Lighting Districts also include maintenance for street lighting, median islands, and curbside landscaping. Funds for the Landscape and Lighting Districts are collected as assessments from property owners in specific districts. The Landscape and Lighting Districts may be maintained by either Public Works Department staff or an outside landscape maintenance contractor. In 2022, the City of Suisun City shifted the maintenance responsibility of their Landscape and Lighting Districts to Public Works Department staff.

	Suisun City	Fairfield	Vacaville	Benicia	American Canyon	Martinez
Total Population from US Census Bureau Data, July 2021	29,165	119,705	103,078	26,819	21,605	36,819
Total Parkland Acres	95.7	230.5	257.0	123.0	70.0	175.0
Recreation and Parks Budget*	$ 3,556,622	$ 8,544,594	$ 9,973,160	$ 3,443,245	$ 2,722,571	$ 2,930,636
Total number of full time Recreational Administration and Programming Staff	4	26	26	9	6	4
Public Works Parks Maintenance Budget**	$ 2,355,370	$ 6,256,314	$ 3,503,473	$ 3,442,220	$ 1,669,108	****
Total number of Parks and Facility Maintenance staff	18	26	23	17	5	14
Landscape and Lighting Districts Budget***	$ 2,635,208	$ 7,020,395	$ 6,266,520	$ 1,059,222	$ 571,826	$ 206,156
Number of Landscape and Lighting Districts	13	17	134	5	3	8
Parkland acreage maintained per staff member/per year	5.3	8.9	11.2	7.2	14.0	12.5
Cost to maintain parkland per acre/per year	$ 52,148	$ 57,600	$ 38,016	$ 36,597	$ 32,013	$ 1,178

* City of Suisun City FY 2022-23 Annual Budget adopted 3/24/23. Recreation, Parks, & Marina Department.

** City of Suisun City FY 2022-23 Annual Budget adopted 3/24/23. Public Works Department: Maintenance - Internal Service.

*** Includes Maintenance Districts: Blossom, Heritage Park, Lawler Ranch, Marina Village, Montebello Vista, Peterson Ranch, Railroad Avenue, and Victorian Harbor A, B, C/D, E, and F. Heritage MAD yearly assessment has not increased since FY 1998-99. Montebello Vista MAD yearly assessment has not increased since FY 1994-95, and has a negative value. Not included: Victorian Harbor Dredging, Suisun City Cfd #2 and #3, and the tax zones of McCoy Creek, Amberwood, Peterson, Summerwood, and Walmart.

**** Martinez landscape maintenance budget is under both the Recreation and Parks budget and the Landscape and Lighting Districts.

E. Staff Comparison

Comparison shows full time staff and notes part time staff, where applicable. Each city has similar roles/responsibilities for a specific full time position but may have different titles than what is listed for the City of Suisun City. Cities may also hire independent contractors to manage park programs, and some cities contract out maintenance work for their Landscape and Lighting Districts. Work conducted by consultants is not reflected in the city staff roles or counted in totals. The roles listed below represent individual positions noted in city budgets, financial reports, and department websites.

	Suisun City	Fairfield	Vacaville	Benicia	American Canyon	Martinez
Recreation and Parks Staff						
Administrative Clerk I/II				1	1	
Administrative Technician		2	2		1	
Assistant Accounting		1				
Assistant Administration	1 part time					
Assistant Executive			1			
Assistant Office		1 part time	3			
Assistant Recreation		1		1		
Coordinator Aquatics		1				
Coordinator Facility Maintenance		2	3			
Coordinator Recreation	4 part time	7	7		2	1
Coordinator Senior Center						1
Director Parks and Recreation	1	1	1	1	1	
Management Analyst		1	1	1		
Manager Marina and Waterfront Events	1					
Manager Recreation			2			
Office Specialist		1				
Park Planner			2			
Program Specialist		2 full time/1 part time				
Public Relations				1 part time		
Reception Staff						
Superintendent CS and Admin				2		
Superintendent Recreation		3				
Supervisor Aquatics						
Supervisor Recreation	2	4	4	3	1	1
Supervisor Senior Center						1
Total Recreation and Parks Staff (full time)	4	26	26	9	6	4

E. Staff Comparison, continued

	Suisun City	Fairfield	Vacaville	Benicia	American Canyon	Martinez
Public Works - Parks Maintenance Staff						
Assistant Administration	1				1	
Director of Public Works	1	1	1	1	1	1
Inspector Landscape Maint.		3				
Homeless Engagement Worker		6				
Maintenance Worker/Park Caretaker I	7	4	7	9	1	9
Maintenance Worker/Park Caretaker II/III	5	4	6	4	2	
Maintenance Worker/Park Caretaker Lead	2	3	4	2		3
Management Analyst	1					
Manager Maint. Parks and Facilities		1	1			
Specialist Engineering/Irrigation		2	1	1		
Superintendent Park Maintenance	1	1				
Supervisor Park Maintenance		1	3			1
Total Public Works - Parks Maintenance Staff	18	26	23	17	5	14

F. Salary Comparison

	Suisun City	Fairfield	Vacaville	Benicia	American Canyon	Martinez
Recreation and Parks Staff						
Administrative Clerk I/II/III/Senior				$ 3,400 - $ 5,721	$ 3,851 - 5,702	
Administrative Technician I/II/Lead		$ 5,296 - $7,843	$ 4,732 - $ 6,327		$ 5,716 - $ 6,948	
Assistant Accounting I/II/Senior		$ 4,241 - $9,946				
Assistant Administration I/II						
Assistant Executive			*			
Assistant Office I/II		$ 3,938 - $ 5,284	$ 3,795 - $ 5,172			
Assistant Recreation		$ 5,296 - $ 6,438		$ 4,392 - $ 5,339		
Coordinator/Supervisor Aquatics		$ 5,846 - $ 7,106				
Coordinator Facility Maintenance I/II/III/Senior		$ 4,798 - $ 7,106	*			
Coordinator Recreation		$ 5,846 - $ 7,106	$ 4,884 - $ 5,938		$ 5,440 - $ 6,614	
Coordinator Senior Center						$ 5,925 - $ 7,463
Director Parks and Recreation	$ 9,738 - $ 13,146	$ 15,058 - $ 19,577	$ 14,055 - $ 17,082	$ 11,981 - $ 14,563	$ 10,309 - $ 15,464	
Management Analyst I/II/Senior		$ 7,056 - $ 10,979	$ 6,596 - $ 9,448	$ 5,956- $ 8,760		
Manager Marina & Waterfront Events	$6,490 - $7,888					
Manager Recreation	*		$ 10,340 - $ 12,570			
Office Specialist		$ 4,798 - $ 5,832				
Park Planner			*			
Program Specialist		$ 4,456 - $ 5,416				
Public Relations				*		
Reception Staff					*	
Superintendent CS and Admin				$ 8,318 - $ 10,498		
Superintendent Recreation		$ 10,474 - $ 12,732				
Supervisor Aquatics						
Supervisor Recreation	$ 4,792 - $5,825	$ 7,788 - $ 9,467	$ 7,432 - $ 9,033	$ 6,215.52 - $ 7,555	$ 6,630 - $ 8,058	$ 7,186 - $ 9,059
Supervisor Senior Center						$ 5,698 - $ 7,176

* Position is noted in Annual Budget; not listed in salary schedule

F. Salary Comparison, continued

	Suisun City	Fairfield	Vacaville	Benicia	American Canyon	Martinez
Public Works - Parks Maintenance Staff						
Assistant Administration I/II	$ 4,174 - $5,432					
Director of Public Works	$9,738 - $13,146	$15,058 - $19,577	$15,999 - $19,444	$15,354 - $18,664	$11,654 - $17,482	$14,046 - $19,501
Inspector Landscape Maint. I/II		$ 5,992 - $ 8,040				
Homeless Engagement Worker I/II/Manager		$ 4,798 - $ 13,050				
Maintenance Worker/Park Caretaker I	$ 3,700 - $ 4,498		$ 4,829 - $ 5,070	*	$ 4,692 - $ 5,702	$ 5,244 - $ 6,376
Maintenance Worker/Park Caretaker II/III	$ 4,070 - $ 4,947		$ 5,195 - $ 6,315	*	$ 5,179 - $ 6,948	$ 5,724 - $ 6,959
Maintenance Worker/Park Caretaker Lead	$ 4,273 - $ 5,193		$ 5,715 - $ 6,9479	$ 5,268 - $ 6,403		$ 6,369 - $ 7,738
Manager Maint. Parks and Facilities		$ 9,490 - $ 11,535	*			
Specialist Engineering/Irrigation			*	$ 4,809 - $ 5,846		
Superintendent Park Maintenance	$ 8,496 - $ 10,326					
Supervisor Park Maintenance			$ 7,869 - $ 9,564			$ 7,213 - $ 8,767

* Position is noted in Annual Budget; not listed in salary schedule

UNDEVELOPED LAND

Undeveloped Parcel Evaluation

A. Review and Analysis

The Master Plan community engagement process reinforced the public's enjoyment of existing recreational facilities and made clear the desire for renovation, improvement, and enhanced maintenance of the City's parks, trails, and bikeways, recreational buildings, and facilities. Staff and the Master Plan Ad-hoc Advisory Committee raised the interest in exploring the potential for an additional sports complex for soccer play to complement Lambrecht Sports Complex.

The consultant team reviewed Suisun City, County of Solano, and Travis Air Force Base's Land Use plans to gain a deeper understanding of land use patterns, trends, opportunities, and relevant restrictions. City and privately owned parcels within Suisun City's sphere of influence, which could be suitable for the expansion of existing recreational facilities, or which could serve as a site for new community recreational amenities were identified and examined. As a part of Master Plan stakeholder engagement process, the consultant team reviewed 14 potential parcels with City leaders and staff for input and identification of a preferred site(s).

The following criteria were used in site evaluation and selection:

- Within City Limits or within the City's sphere of influence
- Consistency with General Plan policies, programs, etc.
- No active project development proposals or entitlements
- Adjacency to complementary land uses or development
- Adjacency to City owned park or recreation facilities
- Adequate access to streets or roadways
- No significant Flood Zone restrictions or limitations
- Positive drainage
- No obvious physical constraints
- Positive viewsheds and visual links
- Reasonable access to utilities, potable and irrigation water
- Convenient for public with potential for bus, bicycling and pedestrian access
- Not restricted by California Land Conservation Act of 1965 (Williamson Act)
- Ability for development within the provisions of the Travis Air Force Base Land Use Compatibility Plan
- No significant or known environmental constraints i.e., sensitive habitats, archeological or historic resources, heritage trees, view corridors, Prime Agricultural Lands, transportation, or circulation limitations, etc.

CITY OF SUISUN CITY GENERAL PLAN

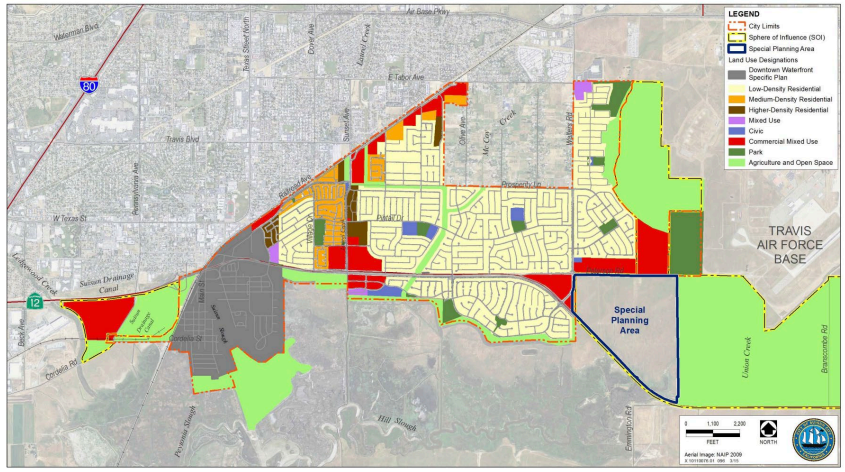


Exhibit 3-3 Land Use Diagram

Land Use Definitions

Downtown Waterfront Specific Plan:

Provides for a wide range of uses allowed by the Downtown Waterfront Specific Plan, including "horizontal" (same site) and "vertical" (same building) mixed retail, commercial service, professional office, public services, and facilities; research, assembly, fabrication; low-, medium-, and higher-density dwelling units; and other compatible uses. Mixed-use projects may use FAR (Floor Area Ratio - the relationship between the total amount of usable floor area that a building has and the total area of the lot on which the building stands) to regulate intensity of combined residential and nonresidential sites or may use the FAR and density (units per acre) separately for the nonresidential and residential portions of the project.

Park/Public:

Provides for developed active and passive public parkland, linear parks, and associated recreation facilities and services. Land within this designation may also be used for stormwater management, stormwater retention, natural areas, and buffering between incompatible uses, public facilities and services, and other compatible uses.

Commercial Mixed Use:

Provides for retail and service commercial operations; research, assembly, fabrication, storage, distribution, and processing uses; professional offices; public services and facilities; and other compatible uses, such as higher-density dwelling units.

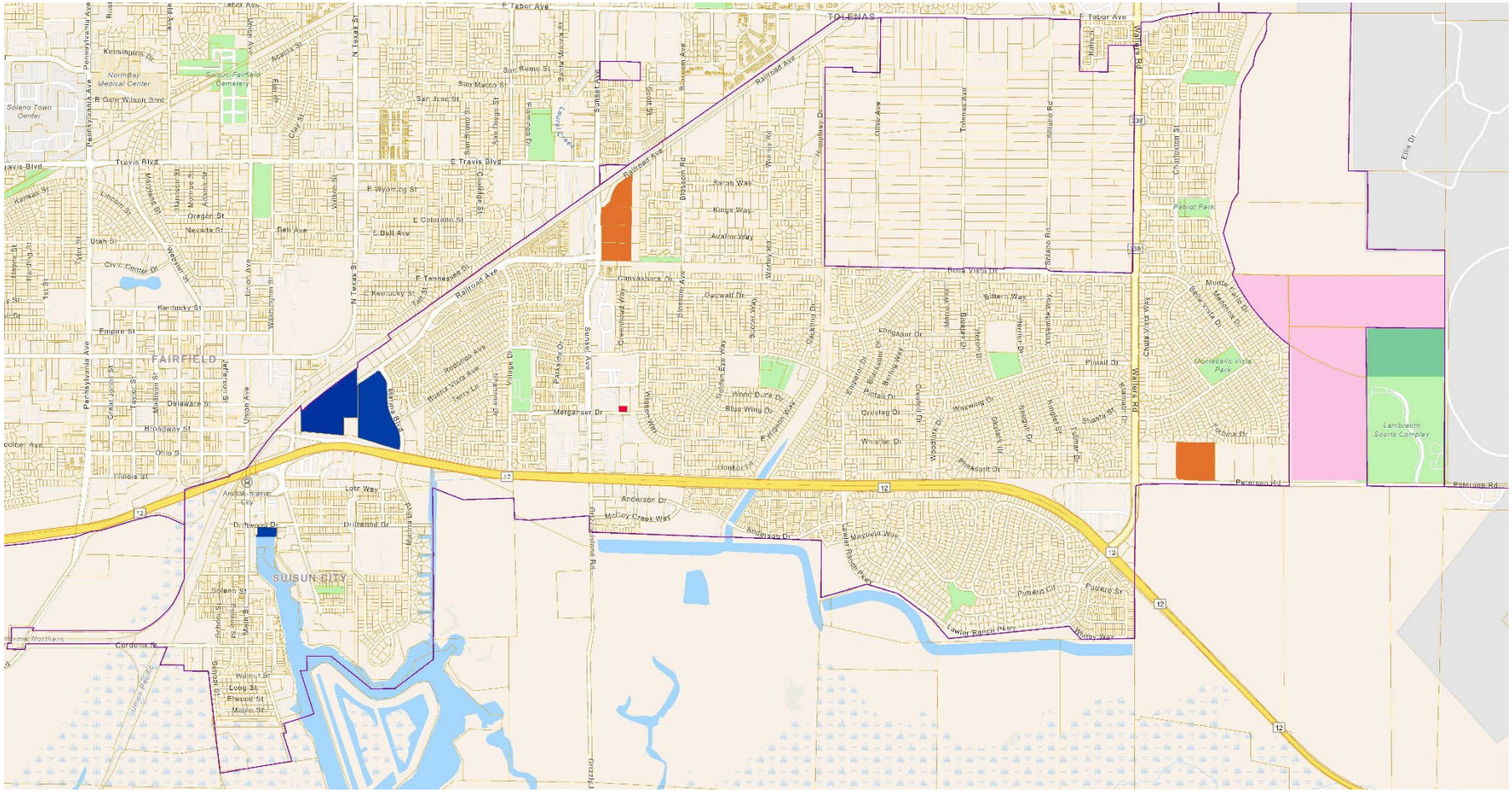
High Density Residential:

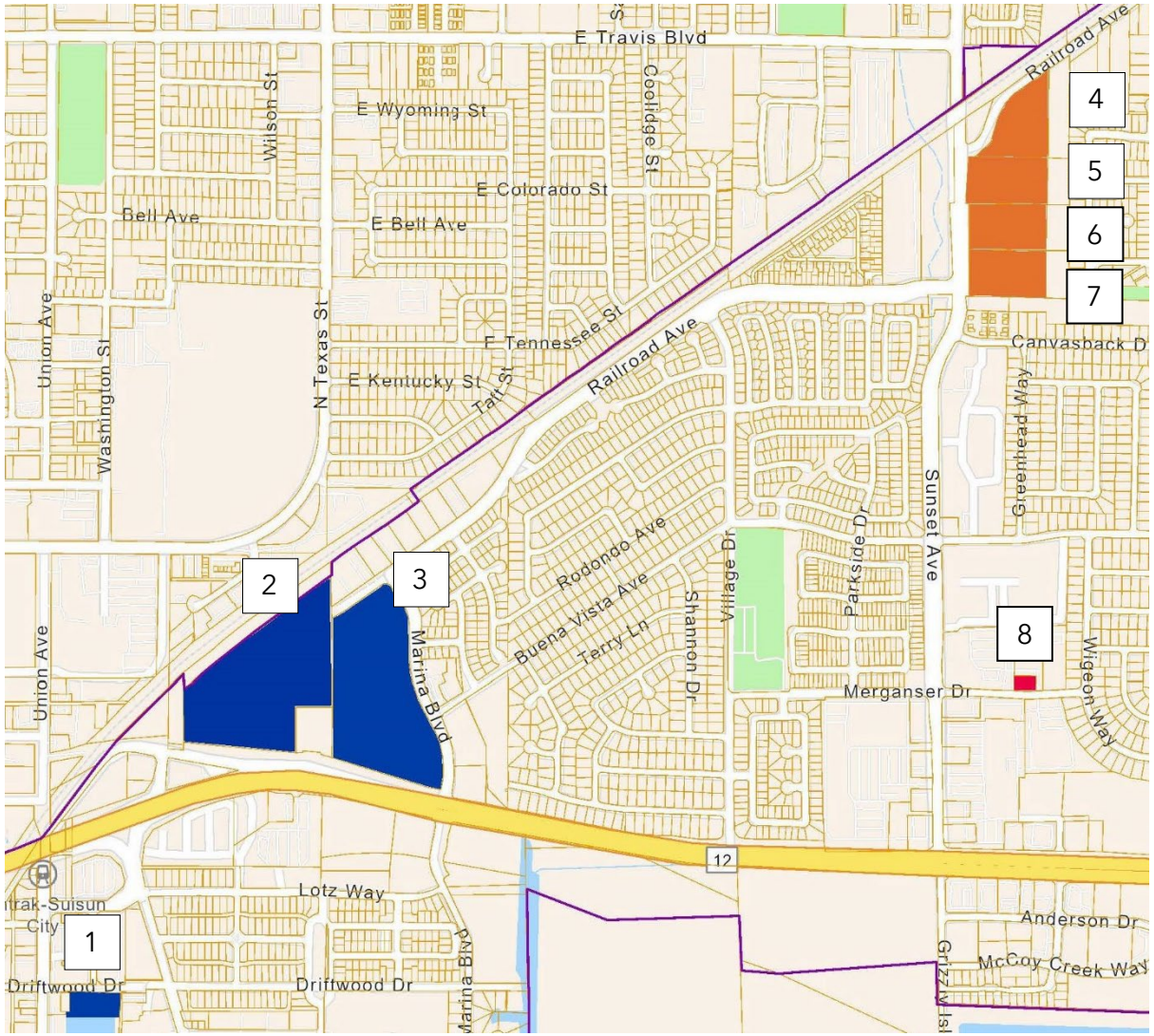
Provides for townhomes, apartments, condominiums, other types of multi-family housing, public services and facilities, live-work units, home occupations, and other compatible uses.

County Zoned A-20 Exclusive Agricultural/Recreation Use Permitted:

Exclusive Agricultural allows recreational uses, and they shall meet the following standards:

1. Access. Shall provide adequate truck loading area as required by the Zoning Administrator or Planning Commission, together with ingress and egress designed to avoid traffic hazard and congestion. All connections to County roads shall meet the encroachment permit requirements of the Director of Resource Management, which generally include, but shall not be limited to, paving of the connection within the County road right-of-way.
2. Exterior Lighting. Lighting capable of providing adequate illumination for security and safety and directed away from adjacent properties and public rights-of-way to prevent offensive light or glare.
3. Roads. Shall be located on a public road or a private road if there is a recorded maintenance agreement executed by all lot owners served by the private road. All connections to County roads shall meet the encroachment permit requirements of the Director of Resource Management, which generally include, but shall not be limited to, paving of the connection within the County road right-of-way.
4. Setbacks. Minimum setback from an adjacent street shall be the same as required for the main building.
5. Screening of Parking. Amusement places or places of commercial recreation shall provide ingress and egress designed to avoid traffic congestion; shall provide a minimum six-foot solid board fence or masonry wall separating parking areas from abutting residential property; and shall show that adequate controls or measures will be taken to prevent offensive noise, light or vibration.


TOLENAS
FAIRFIELD
SUISUN CITY
E Tabor Ave
Railroad Ave
E Travis Blvd
Travis Blvd
Petersen Rd
Lawler Ranch Pkwy
Walters Rd
Pennsylvania Ave
N Texas St
Union Ave
Main St
Solano St
Cordelia St
Lotz Way
Anderson Dr
Merganser Dr
Blue Wing Dr
Wood Duck Dr
Pintail Dr
Greyling Dr
Waterfowl Dr
Canvasback Dr
Scaup Dr
Bittern Way
Sarah Way
Kings Way
Avalon Way
Rosa Vista Dr
Montecello Vista Park
Lambrecht Sports Complex
Patriot Park
Ellis Dr
Civic Center Dr
Kentucky St
Empire St
Delaware St
Broadway St
Ohio St
Illinois St
Nevada St
Oregon St
Utah St
Kansas St
Lotz Way
Driftwood Dr
Pomero St
Monday Way
Walnut St
Long St
Elwood St
Maple St
Sunset Ave
Blossom Rd
Rockville Rd
Suisun Valley Rd
Petersen Rd
Solano Rd
Tolenas Ave
Drive Ave
Walters Rd
Chadbourn St
Ellis Dr
Patriot Park
Monte Vista Park
Lambrecht Sports Complex
Petersen Rd
Lawler Ranch Pkwy
Pomero St
Monday Way
Walnut St
Long St
Elwood St
Maple St
Solano St
Cordelia St
Main St
Union Ave
Pennsylvania Ave
N Texas St
Railroad Ave



1 – Sheldon Plaza
#0032-091-230 is 4.28 Acres
Of that only 1 Acre is available
Owner: City of Suisun City
Easements: Kinder Morgan

2 – Hwy 12 and Marin Blvd. West
#0032-230-290 is 15.42 acres
Owner: Suisun City Housing Authority
Easements: Kinder Morgan, City of Fairfield Waterline

3 - Hwy 12 and Marina Blvd. East
#0032-230-370 is 14.56 acres
Owner: Suisun City Housing Authority
Easements: None known

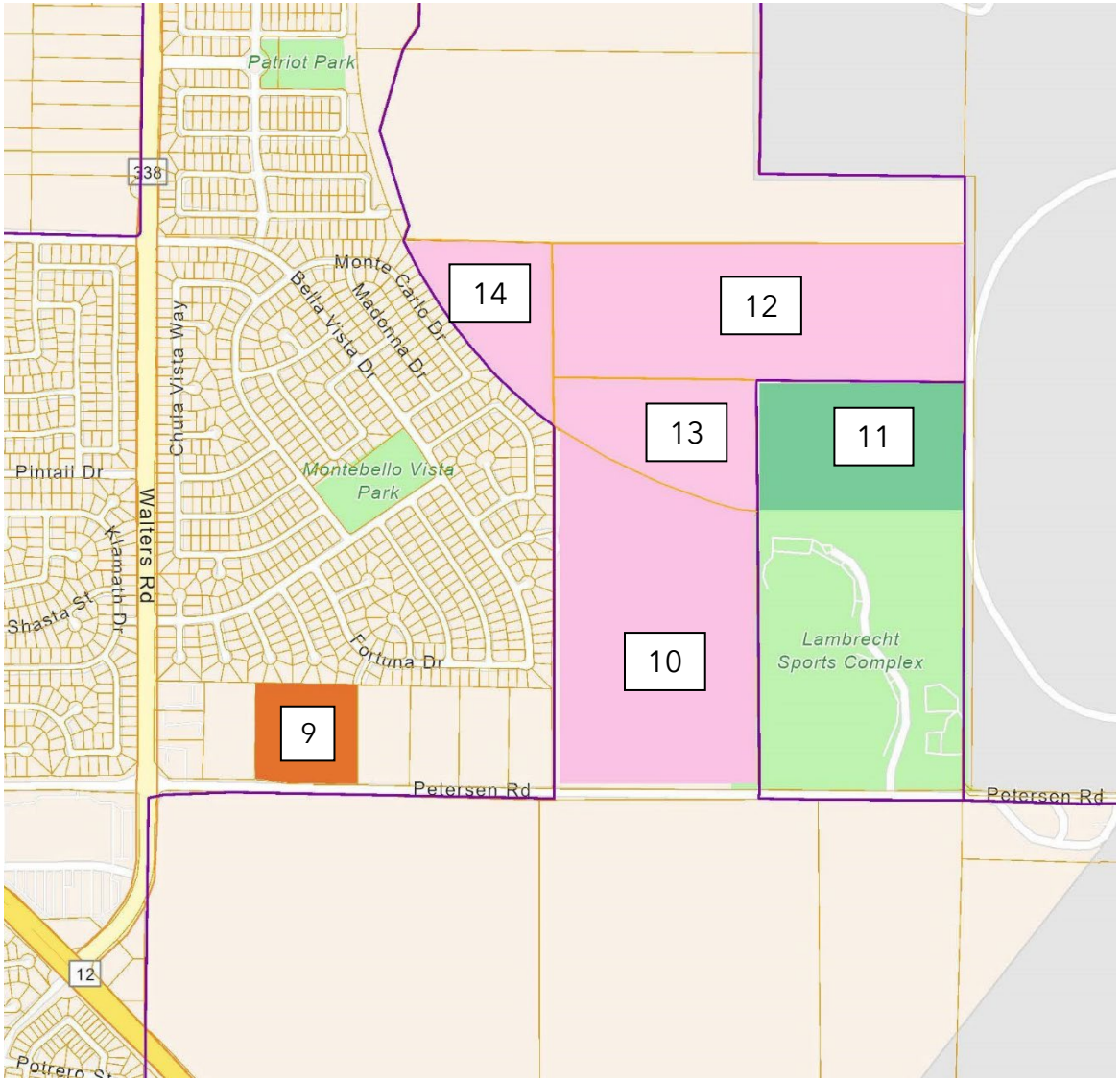
4 – East of Sunset Ave. (Top North)
#0037-160-110 is 3.67 acres
Owner: Pickering, San Francisco
Easements: None known

5 – East of Sunset Ave. (Middle North)
#0037-220-130 is 3.59 acres
Owner: Cavallero, Fairfield
Easements: None known

6 – East of Sunset Ave. (Middle South)
#0037-220-190 is 3.43 acres
Owner: White, Fairfield
Easements: None known

7 – East of Sunset Ave. (South)
#0037-220-200 is 3.35 acres
Owner: Richardson, Suisun City
Easements: None known

8 – Senior Center
#0173-010-230 is 0.32 acres
Owner: City of Suisun City
Easements: PUE 10’ at frontage



9 – 1700 Petersen Road
#0174-170-080 is 9.50 Acres
Owner: CCP-Solano Investors LLC
Easements: AT&T, PG&E along Petersen Road, Storm Drain north-south

10 – West of Lambrecht Sports Complex
#0174-160-310 is 59.28 acres
Owner: Mount Calvary Baptist Church Corporation, Fairfield
Easements: AT&T, PG&E along Petersen Road

11 – 4493 Petersen Road
Northern portion of parcel number #0174-160-070 is approximately 25 acres (north of Lambrecht Sports Complex with USA Safety Easement/TAFB Blast Zone)
Owner: City of Suisun
Easements: USA Safety Easement/ TAFB Blast Zone

12 – North of Parcel #0174-160-070
#0174-160-330 is 54.13 acres
Owner: Flannery Associates, LLC. Folsom
Easements: USA Safety Easement/ TAFB Blast Zone

13 – North of Mt. Calvary Baptist Church
#0174-160-320 is 19.27 acres
Owner: Flannery Associates, LLC. Folsom
Easements: USA Safety Easement/TAFB Blast Zone

14 – West of Parcel #0174-160-330
#0174-160-350 is 15.17 acres
Owner: Flannery Associates, LLC. Folsom
Easements: USA Safety Easement/TAFB Blast Zone

IMPLEMENTATION PLAN

A Future for Park and Recreation Facilities

A. Vision



Suisun City's leaders recognize that parks and recreational amenities are critical to the quality of life enjoyed by the community. Suisun's park and recreational system needs immediate improvement and long-term planning for expansion and enhancement to nurture and sustain its beauty and function.

The system needs can be envisioned in three areas of focus:

1. Backlog repairs and improvements
2. New amenities at existing sites
3. New sports complex

The first area includes many recreational facilities throughout the community, which reflect unmet maintenance and rejuvenation needs. There is a substantial backlog of relatively minor improvements needed.

The second focus area contains park facilities, which require more significant renovation to address needs identified through the Master Plan community engagement. These improvements can be achieved by reconfiguring or redesigning existing parkland and recreational sites and facilities.

The third focus area is the exciting proposal to expand Suisun City's park system through the acquisition of new parkland and the development of a regional serving sports complex with primary focus on soccer.

Added parkland or new recreational facilities or amenities will require funding for development as well as on-going programming and increased cost for maintenance, repair, and replacement.

Implementation of the community's vision as expressed in this Master Plan can be achieved by the steps suggested in this section including:

- Recommended projects to address backlog repairs and improvements at City parks
- Evaluation and decisions to prioritize improvements and design, implementation, and maintenance budgets
- Suggested steps to enhance maintenance levels
- Process for exploration and decision-making regarding the sports complex proposal
- List of relevant funding options.

B. Project List

The Inventory and Assessment section provides an evaluation of Suisun City's parks and recreational facilities and identifies repairs, improvements, and renovations for each site. Some facilities are recommended to be more significantly renovated with replacement of amenities, reconfiguration of park features or redesign. Some parks may be substantially rebuilt to resolve obsolete and non-functional conditions and to introduce new community-desired amenities. Identification of priorities will be necessary to implement the findings of community engagement process. Some actions can be addressed more immediately while others will follow from longer-term planning and phasing. Given the limited funds available and the uncertainty of long-term funding for improvement and maintenance, flexibility in priority setting will be required to match conditions over time.

The Master Plan's Inventory and Assessment provides order of magnitude costs for the identified improvements; each improvement/project will need to be better scoped for budget and bidding purposes. Budget consideration should be given for on-going or long-term maintenance, repair and replacement of the improvements undertaken. Rising service, construction, and maintenance cost escalation must be included in financial and budget forecasts.

C. Prioritize Repairs and Improvements at Existing Sites

The Recreation, Parks, Marina & Arts Commission (Commission) should, in coordination with Public Works Department, develop a multi-year Work Plan scheduling projects, which address recreational site backlog repairs and renovations (Focus Areas 1 and 2), for budget and action. The Work Plan will function as a coordinating tool between the Commission, staff, and City Council to ensure that future and long-term capital and personnel resource needs are known and can be considered in budgeting.

The Work Plan will be a tool to provide input to the creation of the City's Operating Budget and multi-year Capital improvement Program Budget. It will influence the City's long range financial planning and revenue decisions. This will also guide the development and assist in updating the Public Works Parks Maintenance Work Plan. The Commission's Work Plan must be flexible, recognizing that funding is limited and may not be available for Master Plan projects in the timeframes the Commission or staff desire.

Work Plan projects should be pursued as funding and partnering opportunities arise. A nimble, creative, and flexible approach will be needed to advance the vision of the Master Plan. The need for budget recognition to support increased maintenance needs as new amenities are introduced to park sites must be a part of on-going budget and staffing actions.

The following should be considered in establishing prioritization for the backlog work and site enhancements for inclusion in the Work Plan:

- Can the work be implemented quickly with limited funding available?
- Will the improvement address an existing deficiency, which precludes use of the facility for a broad range of residents?
- Does the project address a General Plan goal, policy or program implementing strategy from the City's Strategic Plan?
- Is the project consistent with the Master Plan?
- Do the neighbors support the project?
- Would the improvement address a safety issue or impact to the immediate environment?
- Does the project leverage existing funding or would it be competitive for outside funding opportunities?
- Will the improvement present the opportunity for revenue production of increased programming participation?
- Will the improvement serve to "activate" the facility?
- Will the project reduce maintenance and/or operational costs?
- Are there funds available for the project and for its maintenance and replacement identified in the budget?
- Does the project have partnership funding or pledged maintenance from a public or private partner?



D. Improve Park and Facility Maintenance

The consensus is that the Park System requires a higher and sustained level of maintenance. Staffing levels and compensation must be evaluated to ensure that Suisun City is organized and resourced commensurate with the demands and service levels goals. Evaluation and comparison of organizational structure, staffing levels, succession planning, and compensation is necessary to enable Suisun to attract and retain highly qualified and motivated staff to execute the vision of the Master Plan. Additionally, strategic thinking is essential to define, organize, plan, prioritize and fund the improvements identified by the community in this Master Plan.

Key actions to transform maintenance services and deliver the ideas of the Master Plan include:

- Prepare and implement a Parks Maintenance Organizational Study
- Adopt level of service goals for maintenance activities
- Establish performance measurements for maintenance services
- Adopt and implement maintenance services best management practices
- Complete a Compensation and Classification Study and implement recommendations
- Adopt a Work Plan prioritizing park and facility improvements
- Consider on-going maintenance costs in project design and funding decisions
- Establish an annual backlog repair and renovation line item in the Capital Improvement Budget
- Budget for escalating personnel and contract services costs
- Establish a capital projects reinvestment/replacement fund
- Identify reliable funding sources and levels to implement the Master Plan and sustain maintenance efforts at the adopted level

E. Additional Sports Complex

Feasibility:

Support for exploration of the feasibility to expand the City's park system to include an additional regional-serving sports complex focused on soccer is a significant outcome of the Master Plan's community and stakeholder engagement. Such a facility would require substantial capital investment, estimated to be in the range of $850,000 - $1 million per acre in 2023 dollars excluding land purchase, on-going annual operations, maintenance, and management costs. Establishment of a capital reinvestment and replacement fund for the facility would be essential to its long-range success. Several initial steps are essential to determine whether the proposal is feasible:



- Establish an Ad-hoc Advisory Committee to solicit public input and evaluate the need, design options, market demand and financial feasibility of developing and operating the complex. Provide findings and recommendations to the City Council.
- Develop a financial plan for the project with long-term funding for site acquisition, design and development, operations and maintenance, capital replacement, and reserves.

Parcel Selection:

City staff and the Master Plan Ad-hoc Committee reviewed undeveloped sites presented by the Consultant team. The parcel selected for further review and study is as follows:

- Parcel 10 of the Master Plan's Undeveloped Land for New Parks and Facilities
- The property is owned by Calvary Baptist Church Corporation, Fairfield, CA
- 59.28 Acres
- APN # 0174-160-310, located directly west of Lambrecht Sports Complex, and accessible from Petersen Road
- The parcel located within Solano County, zoned A-20: Exclusive Agriculture/Recreational Use permitted
- Utility easements (AT&T and PG&E) exist along the Petersen Road frontage
- The parcel is within in the sphere of influence of Suisun City
- Lambrecht Sports Complex, directly east of this site is located within the City of Suisun limits
- Development of the parcel must be consistent with Travis Air Force Base Land Use Compatibility Plan – Zone C (similar to Lambrecht Sports Complex)
- Acquisition of this parcel by the City for development would most likely require purchase, public-private partnership, long term lease and development agreement, annexation, and other necessary land use changes and approvals, including General Plan Amendment
- Development would be subject to feasibility, planning and environmental studies
- If the project is possible, detailed design plans are required, and method of bidding and construction decided

Site Program:

Program elements could be developed at the site:

- Regulation size soccer fields (youth through adult play)
- Fields could be constructed of natural grass, synthetic turf, or a combination of both
- Spectator seating areas with shade
- Sports field lighting with consideration for residents to the west of the site
- Bicycle connections and public transportation
- Driveways and internal roadways
- Parking areas to accommodate required vehicles
- Restroom building(s)
- Concession building
- Maintenance and operations building
- Covered picnic areas and BBQ grills
- Pathways
- Drinking fountains and site furnishing
- Children's play area
- Dog area
- Areas for community gathering festivals, celebration, and food/beverage trucks
- Water efficient trees and landscaping for shade, wind breaks, accent, and scale
- Automatic irrigation systems using recycled water source

Shared Use with Lambrecht Sports Complex:

- In compliance with Travis Air Force Base Land Use Compatibility Plan, facilities, access, infrastructure, and buildings could be shared
- Combined areas for shared community and mixed athletic events
- Connection to Lambrecht Sports Complex northern parking lot and pathway system



SITE PHOTO AS GOOGLE MAP WITH LAYOUT BY GSM LANDSCAPE ARCHITECTS, INC

FUTURE SPORTS COMPLEX – DEVELOPMENT OF FULL PARCEL

0 200' 400'
GRAPHIC SCALE IN FEET
1" = 400'

NORTH



SITE PHOTO AS GOOGLE MAP WITH LAYOUT BY GSM LANDSCAPE ARCHITECTS, INC

FUTURE SPORTS COMPLEX – DEVELOPMENT OF NORTH 30 ACRES



SITE PHOTO AS GOOGLE MAP WITH LAYOUT BY GSM LANDSCAPE ARCHITECTS, INC

FUTURE SPORTS COMPLEX – DEVELOPMENT OF EAST 30 ACRES

F. Engagement and Funding

The improvement, expansion, and enhanced levels of maintenance of the Park System as envisioned by the Master Plan exceed currently available funding sources. The City of Suisun City Council's Strategic Plan emphasizes quality of life services and directs efforts to ensure fiscal solvency and to explore funding options for needed amenities and services.

Continued engagement with the community is needed to identify priorities and to build support for budgeting decisions and funding options. Many financial opportunities and tools require voter approval. Therefore, effective two-way communication, education, polling, and community engagement is essential before any effort to substantially change service levels, alter facilities, increase fees, or pursue ballot measures. Similarly, continued stakeholder dialog will build awareness of budget needs and support for enhancing the vitality of the park and recreational system. Communication strategies to share the vision of the Master Plan and the City's efforts to improve facilities should be implemented.

Actions will be necessary to prioritize budgeting and to identify multiple funding sources to allow the improvements and expansions desired by the community along with the increased level of maintenance and regular repair and renovation of recreational assets and infrastructure.

- Coordinate the Work Plan with available budget and funding opportunities. Recognize that projects will be phased with improvements occurring when funding opportunities arise.
- Allocate facility improvement and repair budget from existing funding sources including accumulated unassigned grant funds, General Fund, impact and mitigation fees, per capita grant revenues, fees, and other recreational program income.

Consider Increases to Existing Funding Sources:

- Adjusted developer impact mitigation fees
- Adjusted user fees and targeted program rate of recovery
- Exploration of increases in local taxes (Sales Tax, Transient Occupancy Tax, Property Transfer Tax, new Excise Tax on construction, Business License Tax, Cannabis Sales Tax, etc.) with proceeds assigned for parks and recreation purposes

Consider New Sources of Funding:

- Regional, State and Federal grants and direct awards (earmarks)
- Exploration of community support of local or regional tax revenue measures
- Land-based Financing: Assessment Districts (Mello Roos, Landscape and Lighting Districts, Community Facilities districts, etc.) Enhanced Infrastructure Financing Districts
- General Obligation Bonds: voter approved debt (bonds) serviced by annual assessments collected through property taxes (proceeds are not available for programming or maintenance services)
- Sale of surplus lands and assignment of proceeds for parks and recreation purposes
- Increased/adjusted Lighting and Landscape District fees with dedication of resources to appropriate park and recreational facility upgrades and maintenance
- Formation of a Suisun City Parks and Recreation Foundation or similar body for fundraising and philanthropic purposes



- Issue a Request for Proposals to operate and manage the Harbor Theater
- Public/neighborhood fund raising
- Public/private partnerships: to purchase and develop a new sports complex; to renew efforts to contract Harbor Theater management and operations to a qualified third-party entity
- Private grants and philanthropic organizations may support programs or facilities which align with their focus, mission, or support local/regional needs in conjunction with corporate responsibility or promotion
- State Grant Programs:
  1) Prop 68, Parks, Environment and Water Bond: per capita and competitive grant programs
  2) Statewide Park Program
  3) Outdoor Equity Grants program
  4) Recreational Trails Program
  5) Habitat Conservation Fund
  6) Division of Boating and Waterways Grant Program
- Community Development Block Grants: funding is through the Federal program administered by the Department of Housing and Urban Development (HUD): with targeted programs and project funding options to serve/benefit lower income areas/populations
- Federal Funding Opportunities: with focus on improvements to reduce climate change, improve multi-modal transportation, improve water quality, repair, and replace aged infrastructure:
  1) State Land and Water Conservation Fund
  2) Infrastructure, Investment and Jobs act (Infrastructure Bill)
  3) Inflation Reduction Act
  4) US Fish and Wildlife Service Habitat, Conservation and Education Grant Programs

G. Conclusion

The Master Plan provides a detailed view of Suisun City's Park and Recreational system highlighting the system's needs and the abundant community support for improvement, enhancement, and expansion.

The findings and recommendations and implementing suggestions are designed to serve the City and community for many years. The Master Plan recognizes that backlogs are substantial, desired improvements many, maintenance needs daunting. The desire for additional facilities and amenities is costly, while funding is finite and municipal demands are significant.

Balance, flexibility, creativity, and collaboration are vital to achieve the vision of the Master Plan over time. Phased and targeted improvements to parks and recreational amenities along with focused and sustained improvement to maintenance will lead to a park and recreational system that enhances the quality of life for Suisun City's residents and visitors.



RESOURCES

Park and Facility Inventory

City of Suisun City, Recreation, Parks & Marina Department Parks Facilities and Marina Maps

City of Suisun Website https://www.suisun.com/Departments/Recreation-Parks-Marina and https://www.suisun.com/departments/suisunrpm/

Site visits and walking documentation conducted by GSM landscape architects, inc., May 2 – May 16, 2022

Stakeholder interviews conducted between May 18 – May 25, 2022 with two members each from the City Council, Recreation, Parks, Marina & Arts Commission, Recreation, Parks & Marina Department, and Park Maintenance Division of Public Works Department.

Research conducted by GSM landscape architects, inc. May 17 – August 9, 2022

- Park and Recreation Facilities Age and Improvement
- Park and Recreation Facilities Use and Maintenance
- Meetings and coordination with City of Suisun City, Recreation, Parks & Marina, Public Works, and Development Services Departments

The Economic Impact of Local Parks, An Examination of Economic Impacts of Operation and Capital Spending by Local Park and Recreation Agencies on the U.S. Economy, National Recreation and Park Association, 2022.
https://www.nrpa.org/parks-recreation-magazine/2022/july/the-economic-impact-of-local-parks/

Community Outreach

City of Suisun City General Plan 2035 https://www.suisun.com/departments/development-services/planning/general-plan/

City of Suisun City Strategic Plan 2020-2025 https://www.suisun.com/wp-content/files/Suisun_City_Strategic_Plan_-_2020-2025.pdf

Development of the 2022 City of Suisun City Parks, Facilities & Recreation Comprehensive Community Survey included:

- Meetings with Recreation, Parks & Marina Staff
- Review of the 2021 Park Master Plan Survey
- Stakeholder Interviews May 18-25, 2022
- City of Suisun City Budget FY 2021-22
- Park and Facility Inventory research noted above

Undeveloped Land Opportunities for New Parks and Facilities

Solano County Web Maps GIS

Solano County Assessor's Maps

City of Suisun City

- General Plan
- Parcel Map
- Zoning Map 2017
- Aerial Map

Comparable Analysis of Cities Neighboring Suisun City

City of Suisun City, CA

The United States Census Bureau 2020 Census, Quick Facts web page dated July 1, 2021
https://www.census.gov/quickfacts/fact/table/suisuncitycitycalifornia/PST045222

City of Suisun City, CA Annual Budget and Financial Plan Fiscal Years 2021-2022 and 2022-2023 Adopted 9/19/22 and updated 3/24/2023
https://city-suisun-city-ca-budget-book.cleargov.com/6141/budget-overview/executive-overview

City of Suisun City, CA Annual Comprehensive Financial Report, June 30, 2021
https://www.suisun.com/files/sharedassets/suisuncity/departments/finance-department/documents/financial-statements/2021-acfr.pdf

City of Suisun City, CA Salary Schedule 8/16/2022 and 2/7/2023
https://www.suisun.com/files/sharedassets/suisuncity/departments/human-resources/compensation/2023-14-citywide-salary-schedule.pdf

City of Suisun City, CA Public Works Department Presentation May 31, 2022

City of Suisun City, CA Fiscal Year 2023/24 Engineer's Report for Maintenance Assessment Districts
https://www.suisun.com/files/sharedassets/suisuncity/government/clerk/documents/additional-packet-items/preliminary-engineers-reports-fiscal-year-23-24.pdf

City of Suisun City, CA Recreation, Park and Marina Department Playbook Summer/Fall 2022 and Winter/Spring 2023
https://wgdesigngroup.com/clients/SC-Rec-Guide/

City of Suisun City, CA Recreation, Park and Marina Department Facilities Rentals
https://suisun.recdesk.com/Community/Facility

City of Fairfield, CA

The United States Census Bureau 2020 Census, Quick Facts web page dated July 1, 2021 https://www.census.gov/quickfacts/fairfieldcitycalifornia

City of Fairfield, CA Budget and Financial Plan Mid-Cycle Update Fiscal Year 2021-22 and 2022-23
https://www.fairfield.ca.gov/government/city-departments/finance/financial-reports

City of Fairfield, CA Fiscal year 2021-22 and 2022-23 Budget
https://www.fairfield.ca.gov/home/showpublisheddocument/5106/637648060911400000

City of Fairfield, CA Pay Schedule FY 2022-23
https://www.fairfield.ca.gov/government/city-departments/human-resources/salary-schedules

City of Fairfield, CA, continued

City of Fairfield, CA Landscaping and Lighting Maintenance Districts
https://www.fairfield.ca.gov/government/city-departments/public-works/landscaping-lighting-maintenance-districts-llmd-s

City of Fairfield, CA Park and Recreation Department Activity Guide, Fall 2022 and Winter/Spring 2023
https://www.fairfield.ca.gov/home/showpublisheddocument/7453/637951357323430000

City of Fairfield, CA Park and Recreation Department Rental Conditions and Information Package last updated August 2020,
https://www.fairfield.ca.gov/home/showpublisheddocument/5080/637644636429970000

City of Vacaville, CA

The United States Census Bureau 2020 Census, Quick Facts web page dated July 1, 2021
https://www.census.gov/quickfacts/fact/table/vacavillecitycalifornia/PST045222

City of Vacaville, CA Operating Budget and Capital Improvement Program FY 2022-23
https://www.ci.vacaville.ca.us/home/showpublisheddocument/20692/637919426325030000

City of Vacaville, CA Salary Listing by Position Title 05/15/2023
https://www.ci.vacaville.ca.us/home/showpublisheddocument/6480/638198346599868248

City of Vacaville, CA Park and Recreation Department Activity Catalog Fall 2022, Spring 2023
https://secure.rec1.com/CA/vacaville-ca/catalog

City of Vacaville, CA Park and Recreation Department Facility Rentals
https://www.ci.vacaville.ca.us/government/parks-and-recreation/facilities/facility-rentals

City of Benicia, CA

The United States Census Bureau 2020 Census, Quick Facts web page dated July 1, 2021 https://www.census.gov/quickfacts/beniciacitycalifornia

City of Benicia, CA 2021-2023 Biennial Budget
https://www.ci.benicia.ca.us/vertical/sites/%7BF991A639-AAED-4E1A-9735-86EA195E2C8D%7D/uploads/City_of_Benicia_2021-23_Adopted_Budget.pdf

City of Benicia, CA Annual Comprehensive Financial Report, Fiscal year Ended June 30, 2021
https://www.ci.benicia.ca.us/vertical/sites/%7BF991A639-AAED-4E1A-9735-86EA195E2C8D%7D/uploads/Benicia_ACFR_2021.pdf

City of Benicia, CA Salary Schedule updated 3.3.22
https://www.ci.benicia.ca.us/index.asp?SEC=7E608ACC-CDC9-477A-BF9F-9677ADBAB4F9&DE=AF74712F-1F85-4538-A581-D5C7647FDBB7

City of Benicia, CA Benicia Parks and Community Services Online Rec Guide Fall 2022, Spring 2023, Summer 2023
https://www.ci.benicia.ca.us/recguide

City of Benicia, CA Benicia Parks and Community Services Park Information and Picnic Rentals
https://www.ci.benicia.ca.us/parks

City of American Canyon, CA

The United States Census Bureau 2020 Census, Quick Facts web page dated July 1, 2021
https://www.census.gov/quickfacts/fact/table/americancanyoncitycalifornia,napacountycalifornia/PST045222

City of American Canyon, CA American Canyon Fiscal year 2022-2023 Annual Budget
https://stories.opengov.com/americancanyonca/published/iwIY1Bo3-

City of American Canyon, CA American Canyon Fiscal year 2021-2022 Annual Budget
https://www.cityofamericancanyon.org/home/showpublisheddocument/19074/637624689904470000

City of American Canyon, CA and American Canyon Fire Protection District Annual Comprehensive Financial Report June 30, 2021
https://www.cityofamericancanyon.org/home/showpublisheddocument/19206/637781824888170000

City of American Canyon, CA Salary Schedule Effective: July 2022
https://www.cityofamericancanyon.org/home/showpublisheddocument/19391/637970307882443180

City of American Canyon, CA Parks and Recreation Online Catalog Fall 2022, Winter/Spring 2023 and Park and Facility Rentals
https://secure.rec1.com/CA/american-canyon-ca/catalog

City of Martinez, CA

The United States Census Bureau 2020 Census, Quick Facts web page dated July 1, 2021
https://www.census.gov/quickfacts/martinezcitycalifornia

City of Martinez, CA 2021-22 and 2022-23 Biennial Budget
https://www.cityofmartinez.org/home/showpublisheddocument/1390/637731142710730000

City of Martinez, CA Salary Schedule for Fiscal year 2022-23 Effective as of 7/16/22
https://www.cityofmartinez.org/home/showpublisheddocument/2611/637940869999430007

City of Martinez, CA Parks and Community Services Leisure Services Guide Summer 2022, Fall 2022/Winter 2023
https://www.cityofmartinez.org/home/showpublisheddocument/2868/637980828257830000

City of Martinez, CA Picnic Reservations Guidelines and Reservable Parks
https://www.cityofmartinez.org/home/showpublisheddocument/2327/637880273246430000
https://www.cityofmartinez.org/departments/recreation/parks/-selcat-5

General Resources

National Recreation and Park Association Agency Performance Review 2022
https://www.nrpa.org/siteassets/2022-nrpa-agency-performance-review.pdf

The Economic Impact of Local Parks 2022
An Examination of Economic Impacts of Operations and Capital Spending by Local Park and Recreation Agencies on the U.S. Economy
National Recreation and Park Association
https://www.nrpa.org/contentassets/f568e0ca499743a08148e3593c860fc5/2022economicimpactreport.pdf

Parks and Recreation National Database Report 2012
https://www.nrpa.org/uploadedfiles/pagebuilder_proragis/content/common_elelments/proragis-national-database-report-2012-nrpa.pdf

Parks and Recreation National Database – Focus on Portland, Oregon Projects, 2020
https://www.portland.gov/parks/projects

El Cerrito Park and Recreation Facilities Master Plan 2019
http://el-cerrito.org/DocumentCenter/View/11740/El-Cerrito-PRFMP_Master-Plan

Commercial Renovation Cost Estimation https://www.invoiceowl.com/estimating-guide/commercial-renovation-cost/

State of California Trails Handbook Planning and Maintenance
https://www.parks.ca.gov/?page_id=29674

Yearly Trail Maintenance Costs
https://www.railstotrails.org/resourcehandler.ashx?name=routine-trail-maintenance-costs-per-mile&id=30298&fileName=TrailMaintenance_2022%20Update_final.pdf

State of California Industrial Relations - Prevailing Wage Requirements
https://www.dir.ca.gov/public-works/prevailing-wage.html

State of California Grant Programs for Parks, Recreation and Trails
https://www.parks.ca.gov/?page_id=29752

CITY OF SUISUN CITY






RECREATION, PARKS, & MARINA DEPARTMENT
SUISUN CITY, CA

CITY OF SUISUN CITY

PARKS, FACILITIES & RECREATION MASTER PLAN



City Council Presentation

July 18, 2023

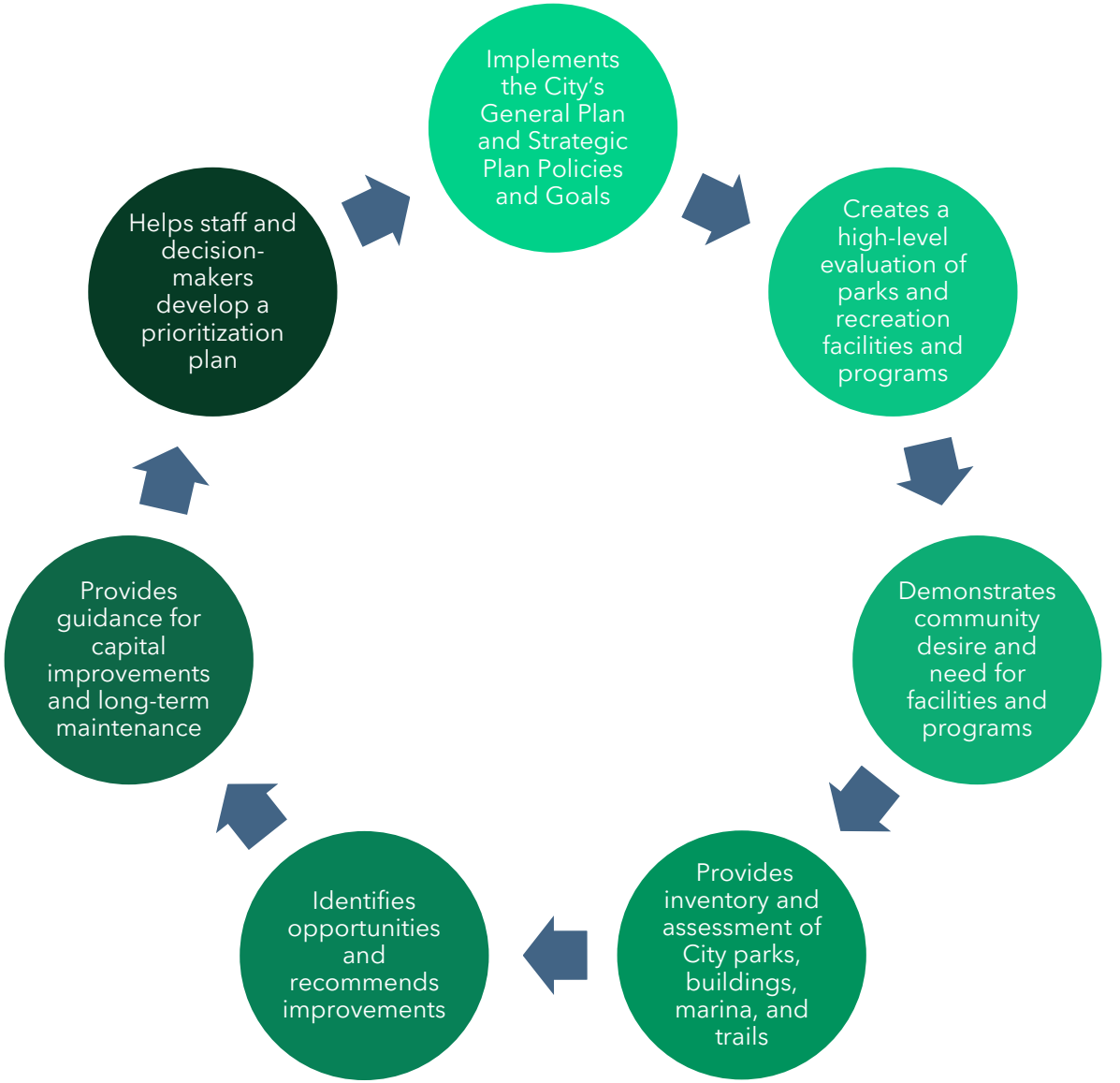
RECREATION, PARKS, & MARINA DEPARTMENT
SUISUN CITY, CA

Master Plan Purpose

A Guide to decision-making for Parks and Recreation future growth, improvements, and maintenance







Master Plan Overview

EXECUTIVE SUMMARY

INVENTORY AND ASSESSMENT

COMMUNITY OUTREACH

COMPARATIVE ANALYSIS

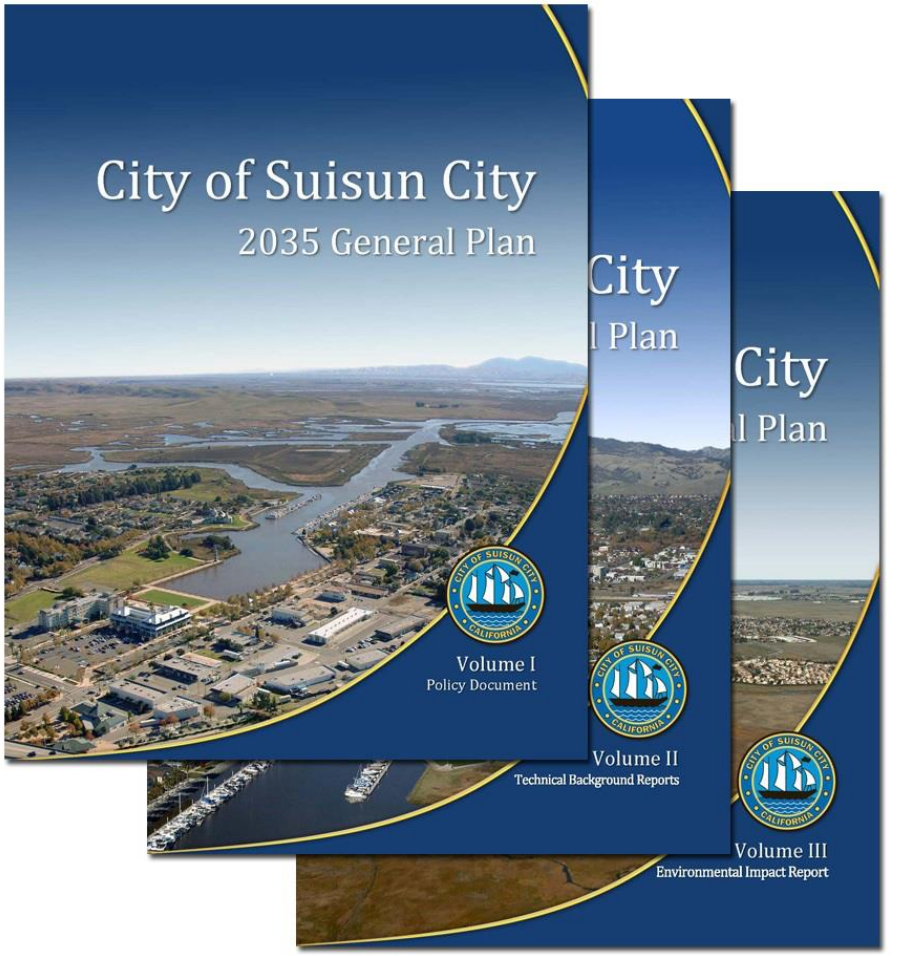
UNDEVELOPED LAND OPPORTUNITIES

IMPLEMENTATION PLAN





Executive Summary



- Identifies nexus with City's 2035 General Plan and 2020-2025 Strategic Plan Policies and Vision

- Summarizes park and recreational research & analysis

- Summarizes recommendations based on findings

- Describes how the Master Plan is a valuable tool for long-range park and recreational improvements planning

Inventory and Analysis

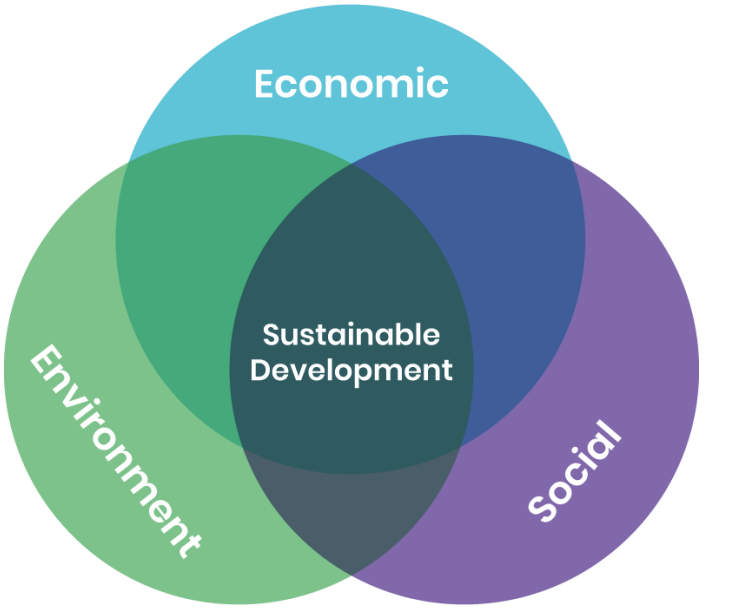
Parks, Buildings, Marina and Trails

- Detailed examination of each site
- Optimum use for future development
  - ✓ Consistency with City's vision
  - ✓ Best planning practices
  - ✓ Community needs, wants and desires
  - ✓ Partnerships – internal and external

Development Considerations

- Feasibility
  - ✓ Design and review
  - ✓ Accessibility and code compliance
  - ✓ Cost projections
  - ✓ Maintenance considerations
  - ✓ CIP and maintenance cost escalation factors





Community Park Example

Heritage Park Assessment

- Most heavily used Community Park
- Space available for multiple senior to youth amenities and programs
- Many features are beyond their usable life
- Park features are disconnected
- Older trees and mounds block views
- Maintenance and safety concerns

Village Drive and Pintail Drive

Type: Park
Size: 10.0 acres
Age: 1991; 32 years

Description
A community park with picnic and play areas, sports field, basketball court, and shared parking with Community/Senior Center.

Amenities
- Parking lot
- Lighted ball field; currently under reconstruction as soccer fields
- Basketball court
- All access younger children's play area
- Agility course
- Walking path
- Restrooms; currently being remodeled
- Picnic tables and group picnic areas
- Trash receptacles
- Drinking fountain with bottle filler





Condition
- Restroom at ballfield area was renovated in 2021
- Park and path connections are not well lit
- Trash receptacles, benches, and picnic tables are worn and dated
- Pathways do not offer direct connection to picnic tables
- Basketball court asphalt is cracked and broken in several areas
- Turf grass is in poor condition; dry, thick and overly compacted
- Trees are overgrown and require thinning and regular maintenance
- Trash is present throughout all park areas





Functionality
- Park has historically received heavy use
- Park has many community-desired features however most are beyond their usable life and require replacement

Comfort/Convenience
- Adequate parking

Community Park Example

Heritage Park Recommendations

- Modernize and increase rental capacity
- New lighting
- Improved viewability and connections
- Synthetic turf soccer field
- Art inspired group picnic pavilion
- Splash pad
- Redeveloped basketball court with seating
- Outdoor fitness area for seniors

Village Drive and Pintail Drive

Constraints
- Overly shady trees and mounds create visual barriers
- Basketball court paving and backstops are in very poor condition
- Grass areas adjacent to the Community Center are un-used
- Park's appearance is dark and dated

Opportunities
- Central location; existing parking area
- Park areas allow for favorable renovation with good circulation
- Space is available for modern, rentable picnic pavilion
- Space is available to create outdoor recreational amenities for Suisun City's seniors and youth

Recommended Prioritization for Improvement
- Redevelop ball field area to synthetic turf soccer field(s) with updated lighting (natural turf project currently in construction)
- Add surveillance cameras to parking areas
- Selectively remove trees and landscape mounds to open park areas
- Remove small turf areas near play and agility courses
- Resurface basketball court with seat walls
- Install a splash pad with connections to restrooms
- Add a covered picnic pavilion with connection to play areas, basketball court and soccer fields
- Add pedestrian paths for better connectivity of elements
- Add fitness and games area near Senior activities zone

Schedule and Probable Cost
- TBD RFP, Design, Bid, Construction
- Capital Cost: $3,100,000 - $4,200,000
- Re-visit project capital budget as design develops.
- Regularly account for cost escalation associated with project maintenance and operations.









Neighborhood Park Example

Mike Day Memorial Park Assessment

- Adjacent to Multi-family housing
- Antiquated park amenities and turf areas
- Lacking connectivity within park
- Inadequate lighting
- Maintenance and safety concerns
- Missed opportunity to connect to Marina

Civic Center Boulevard next to City Hall

Type: Park
Size: 3.0 acres
Age: 1991; 32 years

Description
A neighborhood park adjacent to City Hall that offers a children's play area and open turf grass. The park is adjacent to the Marina Trail with views of Suisun Slough.

Amenities
- Children's play area
- Turf area
- Benches
- Picnic tables
- Drinking fountain with bottle filler
- Trash/recycling receptacles
- Views of Suisun Slough

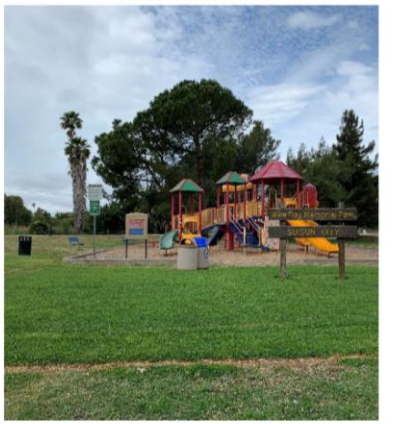
Condition
- Historic lighting is present on Marina Trail, adjacent to the park
- Bollards are antiquated and provide minimal light
- Play equipment and site furnishing are extremely worn and dated
- New wood fiber or resilient play area surfacing is needed
- Turf grass is in poor condition; thick, matted, uneven and overly compacted
- Shade trees are overgrown and require regular pruning, maintenance, or replacement
- Trash is present throughout all park areas

Functionality
- Pedestrian access is across worn turf grass from Civic Center Blvd. and Marina Trail
- Pathways do not connect to play area, benches, picnic tables or drinking fountain
- Play area surfacing needs to be supplemented and receive regular maintenance
- No pedestrian connection from the park to nearby high-density residential units
- No pedestrian connection from the park to Marina Trail

Comfort/Convenience
- High use areas are exposed to sun and wind









Neighborhood Park Example

Mike Day Memorial Park Recommendations

- Remove unhealthy trees and turf grass
- New paths, lighting and site furnishings
- Universal access play equipment
- Smaller scale rentable picnic pavilions
- Outdoor fitness equipment
- Usable turf grass area for games and play
- Connect park to the Marsh, Slough and Promenade events

Civic Center Boulevard next to City Hall

Constraints

- Play equipment and its safety surface require replacement
- Poor site lighting
- Turf grass is in poor condition and requires extensive renovation and maintenance
- Shade trees are overgrown and require regular pruning, maintenance, or replacement

Opportunities

- View of Suisun Slough, Marsh, and Coastal Range to the south
- Adjacent to City Hall, Waterfront Promenade, Marina Trail and Downtown
- Space available for a rentable shade structure and tables
- Facilitate renting of park to increase revenue

Recommended Prioritization for Improvement

- Improved lighting
- Remove and replace overgrown shade trees with new water efficient trees and automatic irrigation system
- New universal access children's play structures (tot and youth)
- New pedestrian pathways that connect to park elements
- Covered picnic tables with views to Suisun Slough
- Add fitness equipment area
- Redevelop natural turf grass and automatic irrigation system

Schedule and Probable Cost

- TBD RFP, Design, Bid, Construction
- Capital Cost: $1,230,000 - $1,440,000
- Re-visit project capital budget as design develops.
- Regularly account for cost escalation associated with project maintenance and operations.









Pocket Park/Plaza Example

Sheldon Plaza Assessment

- Direct connection to the Suisun Waterfront
- Opportunities for fishing
- An underutilized open and exposed space
- Unhealthy turf grass
- Lacking program connections to hotels, surrounding parcels, and Downtown
- People living outside, in and adjacent to Plaza

Driftwood Drive between Main Street and Civic Center Blvd.

Type: Park
Size: 0.8 acre
Age: 2003; 20 years

Description
An open turf plaza located at the northern terminus of the Suisun Slough. The space is accessed from steps up from Driftwood Drive with walking path around the slough to Harbor Plaza and Mike Day Memorial Park. The plaza is located adjacent to hotels, commercial center, and in close proximity to the Suisun-Fairfield Amtrak Train Station.

Amenities
- Large turf area
- Seat wall
- Benches
- Trash receptacles
- Lighting
- Excellent views of the Suisun Slough and waterfront areas
- Connection to Mike Day Memorial Park and Harbor Plaza

Condition
- Well-maintained

Functionality
- Connection to Waterfront District
- Area used for fishing in the Suisun Slough
- Underutilized
- Areas adjacent to Plaza are occupied by unhoused people and benches are used for sleeping

Comfort/Convenience
- Hotels area located across the street
- Near Highway 12
- Near Suisun-Fairfield Amtrak Station and Park and Ride
- All areas are exposed to sun and wind









Pocket Park/Plaza Example

Sheldon Plaza Recommendations

- Increase rentable areas for community gatherings and private events
- Improved connection to hotels, train station and pedestrian corridors
- Replace turf grass with artistic permeable paving pattern
- Add shade trees in tree grates
- Add lighting from plaza to surrounding areas

Driftwood Drive between Main Street and Civic Center Blvd.

Constraints
- Gathering space for unhoused individuals reduces use for others

Opportunities
- Potential rentable location for community gatherings and private events; fees should offset maintenance and staff costs
- Expand area with stronger connection to the water
- Expand area with connection to adjacent vacant land (east)

Recommended Prioritization for Improvement
- Replace benches with individual or 2-person benches that discourage sleeping
- Install new lighting with efficient 24-hour operation that extends from Plaza to connecting pathways and surrounding use areas
- Remove turf grass and install artistic permeable paving for flexibility, multi-use and to lessen maintenance costs
- Add shade trees in tree grates with automatic irrigation system
- Partner with local businesses and hotel groups to facilitate renting of plaza to increase revenue

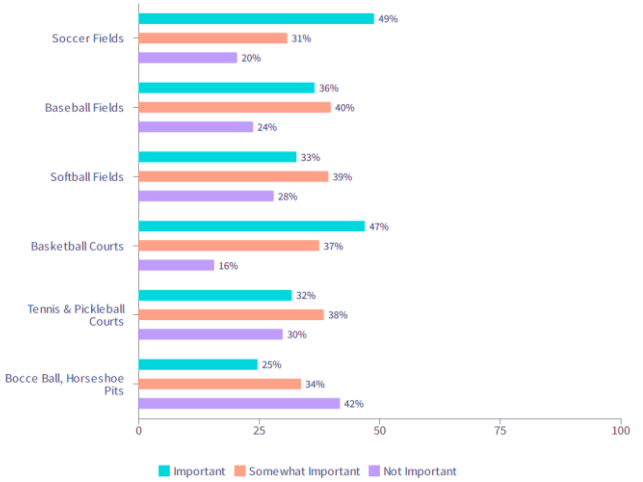
Schedule and Probable Cost
- TBD RFP, Design, Bid, Construction
- Capital Cost: $520,000 - $580,000
- Re-visit project capital budget as design develops
- Regularly account for cost escalation associated with project maintenance and operations





Community Outreach

- 2021 RPMA Commission Survey
- 2022 Stakeholder Interviews
  - ✓ City Council members
  - ✓ RPMA Commissioners
  - ✓ RPM Management Staff Members
  - ✓ PW Engineering Management Staff Member
  - ✓ PW Maintenance Staff Member

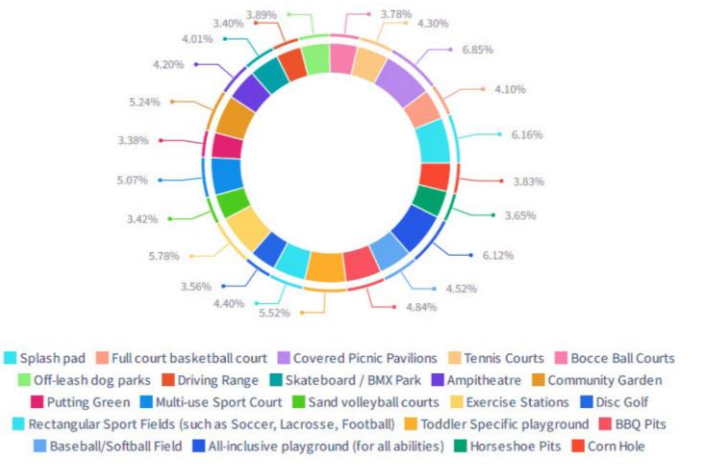






- 2022 Community Meeting
- 2022 Comprehensive Community Survey
- 2022 Supplemental Park Amenities Survey

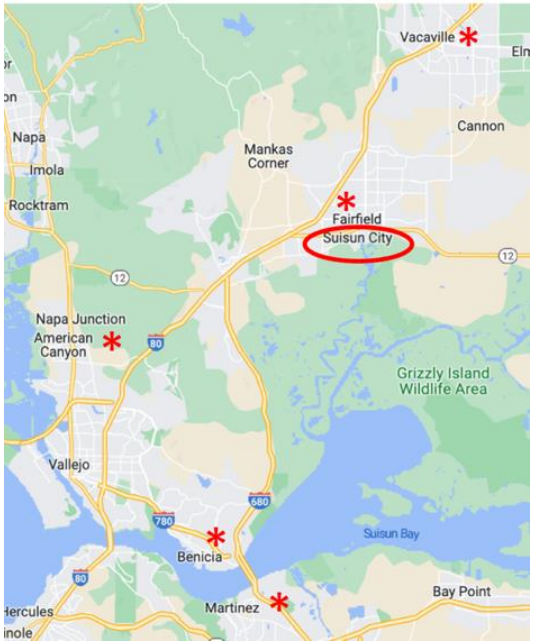




Comparative Analysis

Comparative Cities and Data

- Fairfield, Vacaville, Benicia, American Canyon and Martinez
- General population and parkland acreage
- Park and recreation facilities and programs
- Park and recreation operations and maintenance budgets
- Staff positions and salaries



Findings

- Developed Parkland
  - ✓ Suisun meets goal of 3 acres/1,000 population
  - ✓ 3rd Highest level of parkland acreage among comparative cities
- Facilities and Programs
  - ✓ City offerings are commensurate with their population
  - ✓ Suisun City, Benicia and Martinez have waterfronts and marinas
- Budget
  - ✓ 3rd highest park and recreation program, and lighting and landscape districts budgets
  - ✓ Lowest number of full-time recreation staff
  - ✓ Lowest acreage of parkland maintained per staff member



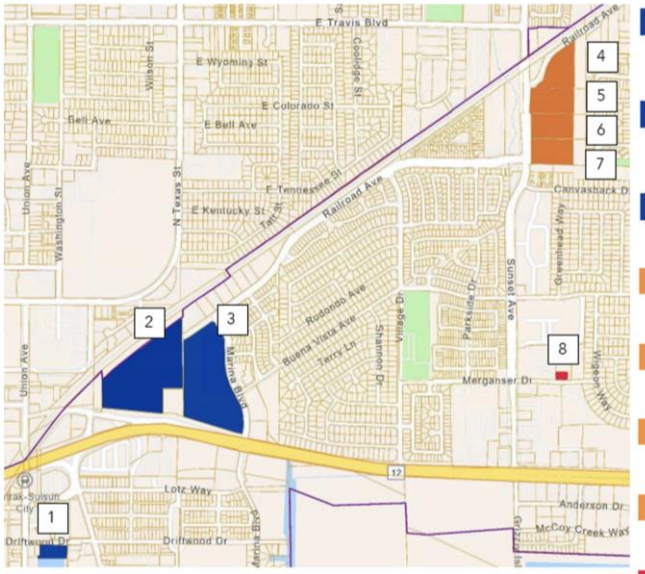
Undeveloped Land

Criteria

- Within City limits or sphere of influence
- Consistency with General Plan Land Use
- No active development or entitlements
- Access to streets/roadways and utilities
- No significant land use or environmental constraints
- Potential transit, bike and pedestrian connections
- Positive viewsheds and visual links
- Compatible with Travis AFB Land Use Plan

Parcels

- Three City owned parcels
- 11 undeveloped privately owned parcels
- One parcel selected by RPMA Master Plan Ad Hoc Committee
- Further analysis of one selected parcel *
  - ✓ Parcel 10
  - ✓ Owned by Mt. Calvary Baptist Church Corporation
  - ✓ 59+ acres
  - ✓ Directly west of Lambrecht Sports Complex



1 - Sheldon Plaza
#0032-091-230 is 4.28 Acres
Of that only 1 Acre is available
Owner: City of Suisun City
Easements: Kinder Morgan

2 - Hwy 12 and Marin Blvd. West
#0032-230-290 is 15.42 acres
Owner: Suisun City Housing Authority
Easements: Kinder Morgan, City of Fairfield Waterline

3 - Hwy 12 and Marina Blvd. East
#0032-230-370 is 14.56 acres
Owner: Suisun City Housing Authority
Easements: None known

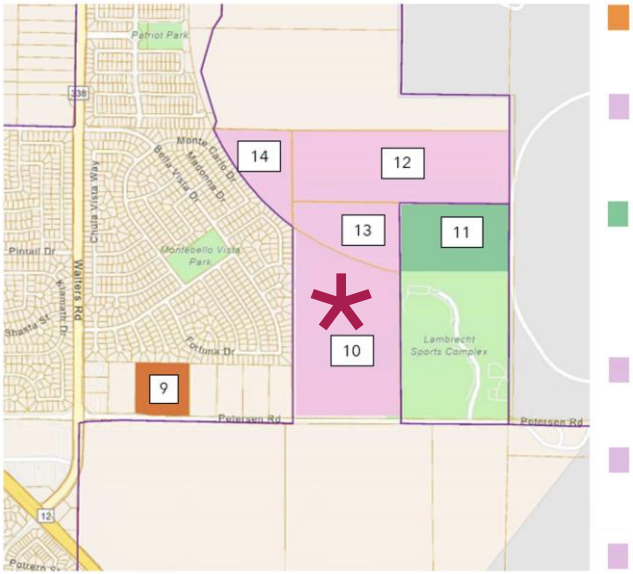
4 - East of Sunset Ave. (Top North)
#0037-160-110 is 3.67 acres
Owner: Pickering, San Francisco
Easements: None known

5 - East of Sunset Ave. (Middle North)
#0037-220-130 is 3.59 acres
Owner: Cavallero, Fairfield
Easements: None known

6 - East of Sunset Ave. (Middle South)
#0037-220-190 is 3.43 acres
Owner: White, Fairfield
Easements: None known

7 - East of Sunset Ave. (South)
#0037-220-200 is 3.35 acres
Owner: Richardson, Suisun City
Easements: None known

8 - Senior Center
#0173-010-230 is 0.32 acres
Owner: City of Suisun City
Easements: PUE 10' at frontage



9 - 1700 Petersen Road
#0174-170-080 is 9.50 Acres
Owner: CCP-Solano Investors LLC
Easements: AT&T, PG&E along Petersen Road, Storm Drain north-south

10 - West of Lambrecht Sports Complex
#0174-160-310 is 59.28 acres
Owner: Mount Calvary Baptist Church Corporation, Fairfield
Easements: AT&T, PG&E along Petersen Road

11 - 4493 Petersen Road
Northern portion of parcel number #0174-160-070 is approximately 25 acres (north of Lambrecht Sports Complex with USA Safety Easement/TAFB Blast Zone)
Owner: City of Suisun
Easements: USA Safety Easement/ TAFB Blast Zone

12 - North of Parcel #0174-160-070
#0174-160-330 is 54.13 acres
Owner: Flannery Associates, LLC. Folsom
Easements: USA Safety Easement/ TAFB Blast Zone

13 - North of Mt. Calvary Baptist Church
#0174-160-320 is 19.27 acres
Owner: Flannery Associates, LLC. Folsom
Easements: USA Safety Easement/TAFB Blast Zone

14 - West of Parcel #0174-160-330
#0174-160-350 is 15.17 acres
Owner: Flannery Associates, LLC. Folsom
Easements: USA Safety Easement/TAFB Blast Zone

Implementation Plan

Vision

- Quality of life for Suisun City community
- Immediate improvement
- Long-term planning for expansion

Areas of Focus

- Backlog repairs and improvements
- New amenities at existing sites
- New sports complex

Implementing Ideas into Action

- Develop strong internal partnerships
- Secure meaningful external partnerships
- Recommend projects to address backlog repairs and improvements
- Evaluate and make decisions for existing facilities

Engagement and Funding

- Prioritize decisions through community support
- Coordinate work plan with budget and funding
- Allocate budget for facility improvements and repairs annually
- Make increases to existing funding sources
- Identify and secure new funding sources











PROP 68
State of California Parks & Water Bond 2018

Implementation Plan

Future Sports Complex

- Process for exploration and decision-making
  - ✓ Program needs
  - ✓ Support of the public
  - ✓ Growth
  - ✓ Cost recovery
  - ✓ Partnership and funding options
  - ✓ Long term care of complex







Thank You

- Thank you for the opportunity to prepare and present this Master Plan for Suisun City's Parks, Facilities & Recreation Future to you!

- Questions and Discussion



RECREATION, PARKS, & MARINA DEPARTMENT
SUISUN CITY, CA

SUISUN CITY MAYOR INFORMATIONAL REPORT
JULY 18, 2023

REGIONAL BOARDS / COMMISSIONS /COMMITTEES:

- ✓ Solano Transportation Authority Board Member (STA)
- ✓ Solano County Water Agency Board Member (SCWA)

Capitol Corridor Joint Powers Authority (CCJPA)
SolTrans Board of Directors
Local Agency Formation Commissioner (Alternate) (LAFCO)
CAP2 Solano JPA (Solano Regional Homelessness Board)

- ✓ Solano Economic Development Center Board Member

Solano County Mayor's Committee
City-County Coordinating Committee

Suisun City Committees / Ad-Hoc:

- ✓ Suisun-Solano Water Authority Executive Committee

Fairfield-Suisun Sewer District Executive Committee
Suisun City Environment and Climate Committee Chair
Suisun City / Fairfield-Suisun Unified School District Joint Advisory Committee
30 Acre Parcel Highway 12 and Marina Mixed Use Ad-Hoc Committee

- ✓ City Manager Evaluation 2023 Ad-Hoc Committee
- ✓ Suisun City Economic Vitality Ad-Hoc Committee

Other:

- ✓ California Transportation Commission Board Meeting
- ✓ Solano Voluntary Organization s Active in Disaster

Solano Transportation Authority Board Meeting (STA) (July 12, 2023)

- The STA board met and approved the FY23-24 and FY24-25 fiscal year budget.
- The board received an update from CalTrans regarding upcoming closures on Eastbound I-80 at State Rout 4 affecting Oakland/San Francisco area traffic. Traffic will be diverted to East Bound State Route 24 to North Bound I-680 or East Bound State Rout 4 to I-5. San Jose/Hayward Area traffic will diverted to East Bound 580 to I-5. The weekends of July 21, August 4 and August 18th, 2023 will be affected. Closures will tentatively start Fridays after 9pm and conclude on the following Mondays no later than 4 a.m. The public is encouraged to visit www.CC80page.com for more information.
- The STA board approved on consent the Transportation Development Act Funds for three new Suisun City Microtransit vehicles to replace the three vehicles that were donated by SolTrans.

Solano County Water Agency Board Meeting (SCWA) (July 13, 2023)

- The SCWA board approved on consent all the FY23 vendor contracts for various business operations including:
  - A2Z Landscape Assistance for Residents with Disabilities Program for Solano County residents.

    - Richard Heath and Associates for Low Income and Senior Water Efficiency Upgrades for Solano County residents.
    - Solano Resource Conservation District School Water Education Program, which includes Fairfield-Suisun Unified School District.
    - Sustainable Solano, Sustainable Landscaping Education Program, which supports current education program outreach taking place in Suisun City.
- The SCWA board authorized the general manager to enter a contract with Jacobs Engineering for Solano Project Contract Renewal Environmental Assessment-Initial Study. Solano County cities, including Suisun City, have jurisdiction in Solano Project Water.

Solano Economic Development Center Board Meeting (EDC) (July 13, 2023)

- The Solano EDC board received a report from the EDC president regarding economic updates for Solano County as well as various challenges. Some of the challenges include the need to generate power/electricity for business that require more power generation to relocate to Solano County and add to local revenue and job growth. Challenges regarding the retention of young professionals in the area and long-term succession planning for various industries.
- The Solano EDC board received an update from the president of the Solano County Farm Bureau to learn about the large economic driver local agriculture is to the region. Some challenges they face is an aging labor population without enough of a workforce pipeline in the region. The board was updated on new technologies within the industry and discussed ways to educate the community-at-large about local farm growers.

Suisun-Solano Water Authority Executive Committee Meeting (SSWA) (July 3, 2023)

- The SSWA Executive Committee met and discussed the successful board tour that took place in June. The board tour included all of the Solano Irrigation District (SID) board members and Councilmember Pal, Councilmember Dawson, Mayor Pro Tem Washington, and Mayor Hernandez which comprised four out of the five City of Suisun City board members. The board participated in an educational tour and visited the water treatment plant.
- Due to a lack of actionable items in July, the SSWA Executive Committee voted to cancel the Regular SSWA Board Meeting that was scheduled to take place on July 10th. The next SSWA board meeting is scheduled for August 14th.

City Manager Evaluation Ad-Hoc Committee (July 11th)

- The Ad-Hoc Committee, which is comprised of Mayor Pro Tem Washington and Mayor Hernandez, previously reviewed the current City Manager Evaluation Form to identify any updates that may be needed and made edits as needed.
- The City Council held a closed session on July 11th to review the updated evaluation form, ask questions, make recommendations on evaluation process, and identify next steps. The evaluation process is still open, and no additional reportable items are available currently.

Suisun City Economic Vitality Ad-Hoc Committee (June/July)

- This Ad-Hoc is comprised of Mayor Pro Tem Washington and Mayor Hernandez. The Ad-Hoc has held one meeting with City Manager Folsom to identify priorities, scope of work, general timeline, and goals.
- The Ad-Hoc has identified and sorted a list of Suisun City business license holders, both for brick and mortar as well as home-based businesses.
- Mayor Pro Tem Washington has attained a quote for a marketing brochure to market Suisun City businesses and region.
- Mayor Hernandez has sorted through the business license data available to identify businesses with current licenses, expired licenses, as well as businesses that closed in FY 22-23. The information and location of business license holders was mapped out to better see where all the different types of businesses are located in Suisun City.
- The Ad Hoc has drafted survey questions, including questions drafted in consultation with the Solano Small Business Development Center, to attain feedback from Suisun City businesses on their needs.

California Transportation Commission Board Meeting (CTC) (June 28th)

- The California Transportation Commission held their annual meeting for the first time in Suisun City. Approximately 200 attendees from across California attended the meeting from June 28th through the 30th. They stayed at our local hotels, visited our local restaurants, and held their board meeting at the Solano Transportation Authority building.
- Mayor Hernandez provided welcoming remarks and emphasized how state policy decisions and funding impacted residents at the local level.
- The California Transportation Commission approved the necessary funding for the I-80 Westbound truck scales project near Solano Community College. The new truck scales facility will be relocated 0.7 miles east from its current location and will provide a new braided off-ramp connection and new entrance ramp connection to/from Westbound I-80.

Solano Voluntary Organizations Active in Disaster (July 13, 2023)

- As a participant of the Solano Voluntary Organizations Active in Disaster, I had the opportunity to tour the Solano Office of Emergency Services (OES). This tour provided participants the opportunity to meet OES staff, ask questions, better understand the collaboration between various community service providers and OES.
- This is the first in-person meeting for Solano VOAD since COVID-19 closures and provided us an opportunity to connect and build relationships. Each participant provided information on their organization and their role. Agencies represented included emergency response for seniors, members with disabilities, volunteer organizers, animal emergency response providers, and more.
- I was the only elected official participating and was able to provide an overview of Suisun City.