



## Solano Local Agency Formation Commission

675 Texas St. Ste. 6700 • Fairfield, California 94533  
(707) 439-3897 • FAX: (707) 438-1788

Solano County Government Center  
Board of Supervisors Chambers  
675 Texas Street  
Fairfield, CA 94533

August 14, 2023 10:00 A.M.

ATTENTION: This meeting is in person and open to the public.

### AGENDA

1. CALL TO ORDER AND SALUTE TO THE FLAG
2. ROLL CALL
3. CHANGES AND APPROVAL OF THE AGENDA
4. PUBLIC COMMENT

Opportunity for the public to speak to the Commission on any subject matter within the Commission's jurisdiction but not appearing on today's agenda.

5. PUBLIC COMMENT ON CONSENT ITEMS

Each speaker shall have 3 minutes to address any or all items under Consent.

6. CONSENT ITEMS

- A. Meeting Minutes – July 19, 2023
- B. Financial Reports – July 2023
- C. Technical Adjustment to Budget to Allocate Fund Balance to Re-Encumber for Active Contracts.

7. PUBLIC HEARING

- A. **LAFCO Project No. 2023-05 Fairfield Island Annexation Phase 1 – Pittman Road, Blessed Baptist Church, Sunset Apartments (APNs: 0044-080-170, 0044-080-160, 0037-160-040, 0037-160-060, 0037-060-480, 0037-060-490)** – The City of Fairfield (City) is requesting to annex about 15 acres of Solano County jurisdictional island areas. The 15 acres consist of 3 separate islands broken into 6 parcels. The islands are not contiguous to each other, but are all substantially surrounded by the City of Fairfield. Additionally, the City requests the following concurrent actions: annexation

#### Commissioners

Nancy Shopay, Chair • Ron Kott, Vice-Chair • John Vasquez • Mitch Mashburn • Steve Bird

#### Alternate Commissioners

Robert Guerrero • Alma Hernandez • Wanda Williams

#### Staff

Rich Seithel, Executive Officer • Christina Love, Deputy Executive Officer • Aaron Norman, Analyst II • Tova Guevara, Office Administrator/Clerk • Mala Subramanian, Lead Legal Counsel

into Fairfield-Suisun Sewer District; and detachment from the Suisun Fire Protection District, Cordelia Fire Protection District, Special Road Fund 108, and Solano County Lighting Service Area. The 3 islands are more generally referred to as: (A-PR) Pittman Road, (B-SA) Sunset Apartments, (C-BBC) Blessed Baptist Church.

CEQA: Fairfield Island Annexations Phase 1 is consistent through:

- Categorically Exempt under PRC §15319 and §15303 for Pittman Road
- Reaffirm the City of Fairfield's Mitigated Negative Declaration for Sunset Avenue Apartments (SCH# 2022080702)
- Reaffirm the City of Fairfield's Mitigated Negative Declaration for Blessed Baptist Church

## **8. BUSINESS ITEMS**

- A. LAFCO Project 2023-12: Update the Personnel and Salary Resolution Appendix A to Reflect a 5% Cost of Living Adjustment for LAFCO Classifications of Office Administrator/Clerk, Analyst I, Analyst II, Sr. Analyst, and Deputy Executive Officer, Effective July 1, 2023, and Update the Executive Officer's Salary.**

**Execute Contract Amendment 2023-01 Amending Section 5.01 Executive Officer Annual Salary, Effective June 12, 2023.**

During the June 12, 2023 Commission Hearing for the FY 2023-24 Final Budget, the Commission approved a 5% COLA for non-contracted employees. This action adopts the COLA revisions and amends the Salary Schedule.

Additionally, the Commission held a closed session for the Executive Officer evaluation and contract negotiation for a salary increase. This action amends the Executive Officer Contract's annual salary.

- B. LAFCO Project 2023-11: Amend the Personnel and Salary Resolution by Approving the New LAFCO Project Specialist Job Classification and Related Changes to Section 4.11 Administrative Leave, Position Descriptions, and Appendix A and B; and Appropriate Funds to Fill the Position.**

During the LAFCO Commission public hearing on the Final Budget for Fiscal Year 2023-2024 on June 12, 2023, the Commission directed staff to review the fund balance in consideration of a possible new employment position with a primary focus on in-house service reviews and sphere of influence updates as opposed to continuing to contract with outside consultants. Therefore, the staff proposes the attached job classification for LAFCO Project Specialist.

## **9. EXECUTIVE OFFICER UPDATES**

The Executive Officer will briefly provide Commission status updates on major ongoing tasks and inform Commission of any known upcoming projects.

## **10. CLOSED SESSION**

None.

## **11. REPORT OF CLOSED SESSION**


## **12. ADJOURNMENT**

Materials related to an item on this agenda are available for public inspection at the LAFCO office at 675 Texas St. Ste. 6700 Fairfield, CA during normal business hours and on LAFCO's website at <https://www.solanolaftco.com/>. **Please note: LAFCO meetings are recorded and posted on the Commission's website.**

Any person who has contributed \$250 or more to a Commissioner or Alternate is obligated to disclose the contribution to the Commissioner or Alternate or to LAFCO staff.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the LAFCO staff at (707) 439-3898 by email to [clove@solanolaftco.com](mailto:clove@solanolaftco.com). Requests must be made as early as possible and at least two business days before the start of the meeting.

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	<p align="center"><b>Solano Local Agency Formation Commission</b></p>
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Solano County Government Center  
Board of Supervisors Chambers  
675 Texas Street  
Fairfield, CA 94533

July 19, 2023 10:00 A.M.  
SPECIAL MEETING

**MINUTES**

**1. CALL TO ORDER AND SALUTE TO THE FLAG**

10:00AM

**2. ROLL CALL**

Present:

Commissioners: Nancy Shopay, Ron Kott, John Vasquez, Steven Bird, Mitch Mashburn  
Alternate Commissioners: Robert Guerrero

Staff:

Rich Seithel, Executive Officer; Christina Love, Deputy Executive Officer; Aaron Norman, Analyst II; Mala Subramanian, Lead Legal Counsel

**3. CHANGES AND APPROVAL OF THE AGENDA**

None.

Com. Kott moved to approve. Com. Vasquez seconded.

AYES: Shopay, Kott, Vasquez, Bird, Mashburn  
NOES: None  
ABSENT: None  
ABSTAIN: None

**4. PUBLIC COMMENT**

None.

**Commissioners**

Nancy Shopay, Chair • Ron Kott, Vice-Chair • John Vasquez • Mitch Mashburn • Steve Bird

**Alternate Commissioners**

Robert Guerrero • Alma Hernandez • Wanda Williams

**Staff**

Rich Seithel, Executive Officer • Christina Love, Deputy Executive Officer • Aaron Norman, Analyst II  
• Mala Subramanian, Lead Legal Counsel

**5. PUBLIC COMMENT ON CONSENT ITEMS**

None.

**6. CONSENT ITEMS**

- A. Meeting Minutes – June 12, 2023
- B. Financial Reports – June 2023

Com. Vasquez moved to approve. Com. Mashburn seconded.

AYES: Shopay, Kott, Vasquez, Bird, Mashburn  
 NOES: None  
 ABSENT: None  
 ABSTAIN: None

**7. PUBLIC HEARING**

- A. **2023-07 Solano Irrigation District detachment of Lower Lagoon Valley Project (Vacaville) (APNs 0128-050-140, 0128-090-070, & 0128-040-380)** – Staff presented the project and recommend that Commission approved the detachment. There were no public speakers. Com. Vasquez asked if the remaining Lower Lagoon Plan area is going to remain in SID. Staff explained that the JPA between Vacaville and SID allows the land to remain until it is ready to be developed.

Com. Mashburn moved to approve. Com. Vasquez seconded.

AYES: Shopay, Kott, Vasquez, Bird, Mashburn  
 NOES: None  
 ABSENT: None  
 ABSTAIN: None

**8. BUSINESS ITEMS**

None.

**9. EXECUTIVE OFFICER UPDATES**

Executive Officer reminded the Commission that the annual CALAFCO Conference is coming up on October 18-20 in Monterey. EO recommended that if any commissioner is interested, please let staff know in the next week so staff can make the arrangements before accommodations are booked up. Commission asked that staff send the 2023 agenda if available, or the 2022 agenda to give commissioners an idea of the topics discussed. EO agreed.

EO also reminded Commissioners to deposit stipend checks when received, as the auditor has advised staff that there are several outstanding warrants.

**10. CLOSED SESSION**

None.

**11. REPORT OF CLOSED SESSION**

None.

## 12. **ADJOURNMENT**

10:15 am.

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\*\* Solano County\*\* 07/31/23 [M O N T H L Y S T A T U S] 8% of Fiscal Year Page 1  
 THU, AUG 03, 2023, 4:39 PM --req: CLOVE-----leg: GL CP--loc: EXTERNAL--job:6943894 J645-----prog: GL569 <1.16>---report id: GLSMSR01

SORT ORDER: SECTION within BUREAU within DIVISION within DEPTWMT within SUBOBJ within CATEGORY within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Budget	Adjustments	Mo Actual	YTD Actual	Encumbrance	Balance	Pct.
345	LAFCO							
0050	DUE FROM OTHER FUNDS	0.00	0.00	-64,172.33	-64,172.33	0.00	64,172.33	9999%
0050	DUE FROM OTHER FUNDS	0.00	0.00	-64,172.33	-64,172.33	0.00	64,172.33	9999%
1000	SALARIES AND EMPLOYEE BENEFITS							
0001110	SALARY/WAGES REGULAR	426,170.00	0.00	23,238.54	23,238.54	0.00	402,931.46	5%
0001210	RETIREMENT-EMPLOYER	50,452.00	0.00	2,597.75	2,597.75	0.00	47,854.25	5%
0001212	DEFERRED COMP-COUNTY MATC	520.00	0.00	15.00	15.00	0.00	505.00	3%
0001220	FICA-EMPLOYER	6,180.00	0.00	353.30	353.30	0.00	5,826.70	6%
0001230	HEALTH INS-EMPLOYER	66,259.00	0.00	2,567.05	2,567.05	0.00	63,691.95	4%
0001231	VISION CARE INSURANCE	781.00	0.00	24.12	24.12	0.00	756.88	3%
0001240	COMPENSATION INSURANCE	1,900.00	0.00	0.00	0.00	0.00	1,900.00	0%
0001241	LT DISABILITY INSURANCE E	3,666.00	0.00	91.89	91.89	0.00	3,574.11	3%
0001250	UNEMPLOYMENT INSURANCE	1,500.00	0.00	43.87	43.87	0.00	1,456.13	3%
0001260	DENTAL INS-EMPLOYER	3,638.00	0.00	259.20	259.20	0.00	3,378.80	7%
0001270	ACCRUED LEAVE CTO PAYOFF	25,000.00	0.00	2,251.04	2,251.04	0.00	22,748.96	9%
0001290	LIFE INSURANCE-EMPLOYER	3,507.00	0.00	137.67	137.67	0.00	3,369.33	4%
1000	SALARIES AND EMPLOYEE BEN	589,573.00	0.00	31,579.43	31,579.43	0.00	557,993.57	5%
2000	SERVICES AND SUPPLIES							
0002021	COMMUNICATION-TELEPHONE S	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0%
0002026	CELL PHONE ALLOWANCE	2,500.00	0.00	112.50	112.50	0.00	2,387.50	5%
0002028	TELEPHONE SERVICES	4,800.00	0.00	363.33	363.33	0.00	4,436.67	8%
0002051	LIABILITY INSURANCE	7,467.00	0.00	8,316.79	8,316.79	0.00	-849.79	111%
0002140	MAINTENANCE-BLDGS & IMPRO	500.00	0.00	0.00	0.00	0.00	500.00	0%
0002170	MEMBERSHIPS	11,550.00	0.00	8,107.00	8,107.00	0.00	3,443.00	70%
0002180	BOOKS & SUBSCRIPTIONS	400.00	0.00	0.00	0.00	0.00	400.00	0%
0002200	OFFICE EXPENSE	15,000.00	0.00	241.58	241.58	0.00	14,758.42	2%
0002202	CONT ASSETS COMPUTER RELA	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0%
0002204	COMPUTER RELATED ITEMS:<\$	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0%

\*\* Solano County\*\* 07/31/23 [M O N T H L Y S T A T U S] 8% of Fiscal Year Page 2  
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SORT ORDER: SECTION within BUREAU within DIVISION within DEPTWMT within SUBOBJ within CATEGORY within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Budget	Adjustments	Mo Actual	YTD Actual	Encumbrance	Balance	Pct.
345	LAFCO							
	Object Description							
	0002205 POSTAGE	1,000.00	0.00	0.00	0.00	0.00	1,000.00	
	0002235 ACCOUNTING & FINANCIAL SE	29,500.00	0.00	1,243.48	1,243.48	0.00	28,256.52	4%
	0002239 LEGAL SERVICE	40,000.00	0.00	0.00	0.00	0.00	40,000.00	
	0002245 CONTRACTED SERVICES	180,000.00	0.00	0.00	0.00	0.00	180,000.00	
	0002250 OTHER PROFESSIONAL SERVIC	33,500.00	0.00	608.76	608.76	0.00	32,891.24	2%
	0002266 CENTRAL DATA PROCESSING S	23,100.00	0.00	0.00	0.00	0.00	23,100.00	
	0002271 SOFTWARE RENTAL / SUBSCRI	3,000.00	0.00	0.00	0.00	0.00	3,000.00	
	0002280 PUBLICATIONS AND LEGAL NO	1,500.00	0.00	0.00	0.00	0.00	1,500.00	
	0002285 LEASE EXPENSE-COPIERS/MFD	8,400.00	0.00	415.23	415.23	0.00	7,984.77	5%
	0002295 LEASE EXPENSE - BUILDINGS	25,000.00	0.00	0.00	0.00	0.00	25,000.00	
	0002310 EDUCATION & TRAINING	1,000.00	0.00	0.00	0.00	0.00	1,000.00	
	0002335 TRAVEL EXPENSE	12,000.00	0.00	0.00	0.00	0.00	12,000.00	
	0002339 MANAGEMENT BUSINESS EXPEN	2,000.00	0.00	0.00	0.00	0.00	2,000.00	
	0002354 CAR ALLOWANCE	7,200.00	0.00	450.00	450.00	0.00	6,750.00	6%
	0002355 PERSONAL MILEAGE	1,000.00	0.00	0.00	0.00	0.00	1,000.00	
2000	SERVICES AND SUPPLIES	415,417.00	0.00	19,858.67	19,858.67	0.00	395,558.33	5%
3000	OTHER CHARGES							
	0003235 LEASE EXPENSE - LT LEASE-	0.00	0.00	34.27	34.27	0.00	-34.27	9999%
3000	OTHER CHARGES	0.00	0.00	34.27	34.27	0.00	-34.27	9999%
9200	LICENSES, PERMITS & FRANCHISE							
	0009229 LICENSES & PERMITS-OTHER	75,000.00	0.00	0.00	0.00	0.00	75,000.00	
9200	LICENSES, PERMITS & FRANCI	75,000.00	0.00	0.00	0.00	0.00	75,000.00	
9400	REVENUE FROM USE OF MONEY/PROP							
	0009401 INTEREST INCOME	3,000.00	0.00	0.00	0.00	0.00	3,000.00	
9400	REVENUE FROM USE OF MONEY	3,000.00	0.00	0.00	0.00	0.00	3,000.00	



\*\* Solano County\*\* 07/31/23 [M O N T H L Y S T A T U S] 8% of Fiscal Year Page 3  
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SELECT ACCOUNT KEY: 3450

SORT ORDER: SECTION within BUREAU within DIVISION within DEPTWMT within SUBOBJ within CATEGORY within FUND

Fund	Fund Description	Object Description	Budget	Adjustments	Mo Actual	YTD Actual	Encumbrance	Balance	Pct.
345	LAFCO								
9500	INTERGOVERNMENTAL REVENUES								
0009511	OTHER GOVERNMENTAL AGENCI		895,788.00	0.00	0.00	0.00	0.00	895,788.00	
9500	INTERGOVERNMENTAL REVENUE		895,788.00	0.00	0.00	0.00	0.00	895,788.00	
	Total Revenue		973,788.00	0.00	0.00	0.00	0.00	973,788.00	
	Total Expense		1,004,990.00	0.00	51,472.37	51,472.37	0.00	953,517.63	5%
					-51,472.37	-51,472.37			

\*\* Solano County\*\* 07/31/23 [M O N T H L Y D E T A I L] 8% of Fiscal Year Page 1  
 THU, AUG 03, 2023, 4:40 PM --req: CLOVE-----leg: GL CP--loc: EXTERNAL--job:6943895 J646-----prog: GL571 <1.13>---report id: GLMDET01  
 SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTMNT within FUND  
 SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Ref.	Date	AutoID	Job	PSDATA	TTLOH	OH	Budget	Adjustments	Key	Key Description	Actual	Encumbrance	Balance	Pct.
0050	DUE FROM OTHER FUNDS	3450								0.00	0.00	3450	LAFCO			0.00	0.00
0001025	INTRAFUND CLEARING									0.00	0.00					0.00	0.00
	AutoID:AP096767			07/06/23										-16,423.79			
	AutoID:AP096977			07/07/23										-172.36			
	AutoID:JV021085			07/07/23										-8.76			
	AutoID:JV021159			07/14/23										-25,399.88			
	AutoID:JV021215			07/17/23										-84.00			
	AutoID:AP098705			07/20/23										-190.97			
	AutoID:AP098978			07/24/23										-600.00			
	AutoID:AP099202			07/26/23										-241.58			
	AutoID:JV021477			07/26/23										-1,243.48			
	AutoID:JV021530			07/28/23										-19,358.01			
	AutoID:AP099539			07/28/23										-449.50			
0001025	INTRAFUND CLEARING									0.00	0.00			-64,172.33	0.00	64,172.33	9999%
0050	DUE FROM OTHER FUNDS									0.00	0.00			-64,172.33	0.00	64,172.33	9999%
1000	SALARIES AND EMPLOYEE BENEFITS																
0001110	SALARY/WAGES REGULAR									426,170.00	0.00			0.00	0.00	426,170.00	
	PeopleSoft Payroll Postin			07/14/23										16,388.20			
	P/R 07/14/23 50% TO 2022/			07/14/23										-8,194.10			
	PeopleSoft Payroll Postin			07/28/23										15,044.44			
0001110	SALARY/WAGES REGULAR									426,170.00	0.00			23,238.54	0.00	402,931.46	5%
0001210	RETIREMENT-EMPLOYER									50,452.00	0.00			0.00	0.00	50,452.00	
	PeopleSoft Payroll Postin			07/14/23										1,747.50			
	P/R 07/14/23 50% TO 2022/			07/14/23										-873.75			
	CALPERS 1959 SURVIVOR BEN			07/17/23										84.00			
	PeopleSoft Payroll Postin			07/28/23										1,640.00			
0001210	RETIREMENT-EMPLOYER									50,452.00	0.00			2,597.75	0.00	47,854.25	5%

Agenda Item 6.B - Financial Reports: July 2023

\*\* Solano County\*\* 07/31/23 [M O N T H L Y D E T A I L] 8% of Fiscal Year Page 2  
 THU, AUG 03, 2023, 4:40 PM --req: CLOVE-----leg: GL CP--loc: EXTERNAL--job:6943895 J646-----prog: GL571 <1.13>---report id: GLMDET01

SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTWNT within FUND  
 SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Dept. Description	Key	Key Description	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO	3450	LAFCO				
0001212	DEFERRED COMP-COUNTY MATCH			0.00		0.00	0.00	520.00	
	PeopleSoft Payroll Postin 07/14/23 PSDATA - JE					10.00			
	P/R 07/14/23 50% TO 2022/ 07/14/23 P/R 7/14/23 - JE					-5.00			
	PeopleSoft Payroll Postin 07/28/23 PSDATA - JE					10.00			
0001212	DEFERRED COMP-COUNTY MATCH			0.00		15.00	0.00	505.00	3%
0001220	FICA-EMPLOYER			0.00		0.00	0.00	6,180.00	
	PeopleSoft Payroll Postin 07/14/23 PSDATA - JE					248.47			
	P/R 07/14/23 50% TO 2022/ 07/14/23 P/R 7/14/23 - JE					-124.24			
	PeopleSoft Payroll Postin 07/28/23 PSDATA - JE					229.07			
0001220	FICA-EMPLOYER			0.00		353.30	0.00	5,826.70	6%
0001230	HEALTH INS-EMPLOYER			0.00		0.00	0.00	66,259.00	
	PeopleSoft Payroll Postin 07/14/23 PSDATA - JE					1,712.37			
	P/R 07/14/23 50% TO 2022/ 07/14/23 P/R 7/14/23 - JE					-856.19			
	PeopleSoft Payroll Postin 07/28/23 PSDATA - JE					1,710.87			
0001230	HEALTH INS-EMPLOYER			0.00		2,567.05	0.00	63,691.95	4%
0001231	VISION CARE INSURANCE			0.00		0.00	0.00	781.00	
	PeopleSoft Payroll Postin 07/14/23 PSDATA - JE					16.08			
	P/R 07/14/23 50% TO 2022/ 07/14/23 P/R 7/14/23 - JE					-8.04			
	PeopleSoft Payroll Postin 07/28/23 PSDATA - JE					16.08			
0001231	VISION CARE INSURANCE			0.00		24.12	0.00	756.88	3%
0001240	COMPENSATION INSURANCE			0.00		0.00	0.00	1,900.00	
0001240	COMPENSATION INSURANCE			0.00		0.00	0.00	1,900.00	
0001241	LT DISABILITY INSURANCE ER			0.00		0.00	0.00	3,666.00	
	PeopleSoft Payroll Postin 07/14/23 PSDATA - JE					61.26			
	P/R 07/14/23 50% TO 2022/ 07/14/23 P/R 7/14/23 - JE					-30.63			
	PeopleSoft Payroll Postin 07/28/23 PSDATA - JE					61.26			

Agenda Item 6.B - Financial Reports: July 2023

\*\* Solano County\*\* 07/31/23 [M O N T H L Y D E T A I L] 8% of Fiscal Year Page 3  
 THU, AUG 03, 2023, 4:40 PM --req: CLOVE-----leg: GL CP--loc: EXTERNAL--job:6943895 J646-----prog: GL571 <1.13>---report id: GLMDET01

SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTWNT within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Ref.	Budget	Adjustments	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO	3,666.00	0.00	91.89	0.00	3,574.11	3%
0001241	LT DISABILITY INSURANCE ER								
0001250	UNEMPLOYMENT INSURANCE			1,500.00	0.00	0.00	0.00	1,500.00	
	PeopleSoft Payroll Postin 07/14/23 PSDATA - JE					60.47			
	P/R 07/14/23 50% TO 2022/ 07/14/23 P/R 7/14/23 - JE					-30.24			
	PeopleSoft Payroll Postin 07/28/23 PSDATA - JE					13.64			
0001250	UNEMPLOYMENT INSURANCE			1,500.00	0.00	43.87	0.00	1,456.13	3%
0001260	DENTAL INS-EMPLOYER			3,638.00	0.00	0.00	0.00	3,638.00	
	PeopleSoft Payroll Postin 07/14/23 PSDATA - JE					172.80			
	P/R 07/14/23 50% TO 2022/ 07/14/23 P/R 7/14/23 - JE					-86.40			
	PeopleSoft Payroll Postin 07/28/23 PSDATA - JE					172.80			
0001260	DENTAL INS-EMPLOYER			3,638.00	0.00	259.20	0.00	3,378.80	7%
0001270	ACCRUED LEAVE CTO PAYOFF			25,000.00	0.00	0.00	0.00	25,000.00	
	PeopleSoft Payroll Postin 07/14/23 PSDATA - JE					4,502.08			
	P/R 07/14/23 50% TO 2022/ 07/14/23 P/R 7/14/23 - JE					-2,251.04			
0001270	ACCRUED LEAVE CTO PAYOFF			25,000.00	0.00	2,251.04	0.00	22,748.96	9%
0001290	LIFE INSURANCE-EMPLOYER			3,507.00	0.00	0.00	0.00	3,507.00	
	PeopleSoft Payroll Postin 07/14/23 PSDATA - JE					105.65			
	P/R 07/14/23 50% TO 2022/ 07/14/23 P/R 7/14/23 - JE					-52.83			
	PeopleSoft Payroll Postin 07/28/23 PSDATA - JE					84.85			
0001290	LIFE INSURANCE-EMPLOYER			3,507.00	0.00	137.67	0.00	3,369.33	4%
1000	SALARIES AND EMPLOYEE BENEFITS			589,573.00	0.00	31,579.43	0.00	557,993.57	5%
2000	SERVICES AND SUPPLIES								
0002021	COMMUNICATION-TELEPHONE SYSTEM			1,000.00	0.00	0.00	0.00	1,000.00	

Agenda Item 6.B - Financial Reports: July 2023

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SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTWNT within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Dept. Description	Key	Key Description	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO	3450	LAFCO				
0002021	COMMUNICATION-TELEPHONE SYSTEM		1,000.00	0.00	0.00	0.00	0.00	1,000.00	
0002026	CELL PHONE ALLOWANCE		2,500.00	0.00	0.00	0.00	0.00	2,500.00	
	PeopleSoft Payroll Postin 07/14/23 PSDATA - JE				75.00				
	P/R 07/14/23 50% TO 2022/ 07/14/23 P/R 7/14/23 - JE				-37.50				
	PeopleSoft Payroll Postin 07/28/23 PSDATA - JE				75.00				
0002026	CELL PHONE ALLOWANCE		2,500.00	0.00	112.50	0.00	0.00	2,387.50	5%
0002028	TELEPHONE SERVICES		4,800.00	0.00	0.00	0.00	0.00	4,800.00	
	COMCAST A:8155 30 030 170 07/07/23 840527 - OH				172.36				
	COMCAST A:905861264 7/1/ 07/20/23 841143 - OH				190.97				
0002028	TELEPHONE SERVICES		4,800.00	0.00	363.33	0.00	0.00	4,436.67	8%
0002051	LIABILITY INSURANCE		7,467.00	0.00	0.00	0.00	0.00	7,467.00	
	SDRMA M:7521 PROP LIABILI 07/06/23 840446 - OH				8,316.79				
0002051	LIABILITY INSURANCE		7,467.00	0.00	8,316.79	0.00	0.00	-849.79	111%
0002140	MAINTENANCE-BLDGS & IMPROVE		500.00	0.00	0.00	0.00	0.00	500.00	
0002140	MAINTENANCE-BLDGS & IMPROVE		500.00	0.00	0.00	0.00	0.00	500.00	
0002170	MEMBERSHIPS		11,550.00	0.00	0.00	0.00	0.00	11,550.00	
	CALAFCO 2023 -24 ANNUAL M 07/06/23 840445 - OH				8,107.00				
0002170	MEMBERSHIPS		11,550.00	0.00	8,107.00	0.00	0.00	3,443.00	70%
0002180	BOOKS & SUBSCRIPTIONS		400.00	0.00	0.00	0.00	0.00	400.00	
0002180	BOOKS & SUBSCRIPTIONS		400.00	0.00	0.00	0.00	0.00	400.00	
0002200	OFFICE EXPENSE		15,000.00	0.00	0.00	0.00	0.00	15,000.00	
	ODP BUSINESS SO A: 895866 07/26/23 841346 - OH				241.58				

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SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTMNT within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Ref.	Budget	Adjustments	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO	15,000.00	0.00	241.58	0.00	14,758.42	2%
0002200	OFFICE EXPENSE								
0002202	CONT ASSETS COMPUTER RELATED			3,000.00	0.00	0.00	0.00	3,000.00	
0002202	CONT ASSETS COMPUTER RELATED			3,000.00	0.00	0.00	0.00	3,000.00	
0002204	COMPUTER RELATED ITEMS:<\$500			1,000.00	0.00	0.00	0.00	1,000.00	
0002204	COMPUTER RELATED ITEMS:<\$500			1,000.00	0.00	0.00	0.00	1,000.00	
0002205	POSTAGE			1,000.00	0.00	0.00	0.00	1,000.00	
0002205	POSTAGE			1,000.00	0.00	0.00	0.00	1,000.00	
0002235	ACCOUNTING & FINANCIAL SERVICE			29,500.00	0.00	0.00	0.00	29,500.00	
	LAFCO SVC CHG FY2023/24	07/26/23	24000425 - JE			1,243.48			
0002235	ACCOUNTING & FINANCIAL SERVICE			29,500.00	0.00	1,243.48	0.00	28,256.52	4%
0002239	LEGAL SERVICE			40,000.00	0.00	0.00	0.00	40,000.00	
0002239	LEGAL SERVICE			40,000.00	0.00	0.00	0.00	40,000.00	
0002245	CONTRACTED SERVICES			180,000.00	0.00	0.00	0.00	180,000.00	
0002245	CONTRACTED SERVICES			180,000.00	0.00	0.00	0.00	180,000.00	
0002250	OTHER PROFESSIONAL SERVICES			33,500.00	0.00	0.00	0.00	33,500.00	
	CALPERS JUL-23	07/07/23	24000014 - JE			8.76			
	STEVEN BIRD STIPEND LAF	07/24/23	841258 - OH			100.00			
	ROBERT GUERRERO STIPEND	07/24/23	841259 - OH			100.00			
	RONALD A KOTT STIPEND LA	07/24/23	841260 - OH			100.00			
	MITCHELL H MASH STIPEND	07/24/23	841261 - OH			100.00			
	NANCY SHOPAY STIPEND LAF	07/24/23	841262 - OH			100.00			
	JOHN M VASQUEZ STIPEND L	07/24/23	841263 - OH			100.00			
0002250	OTHER PROFESSIONAL SERVICES			33,500.00	0.00	608.76	0.00	32,891.24	2%

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SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTWNT within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Department Description	Key	Key Description	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO	3450	LAFCO	0.00	0.00	23,100.00	
0002266	CENTRAL DATA PROCESSING SVCE		23,100.00	0.00	0.00	0.00	0.00	23,100.00	
0002266	CENTRAL DATA PROCESSING SVCE		23,100.00	0.00	0.00	0.00	0.00	23,100.00	
0002271	SOFTWARE RENTAL / SUBSCRIPTION		3,000.00	0.00	0.00	0.00	0.00	3,000.00	
0002271	SOFTWARE RENTAL / SUBSCRIPTION		3,000.00	0.00	0.00	0.00	0.00	3,000.00	
0002280	PUBLICATIONS AND LEGAL NOTICES		1,500.00	0.00	0.00	0.00	0.00	1,500.00	
0002280	PUBLICATIONS AND LEGAL NOTICES		1,500.00	0.00	0.00	0.00	0.00	1,500.00	
0002285	LEASE EXPENSE-COPIERS/MFD'S ST		8,400.00	0.00	0.00	0.00	0.00	8,400.00	
	GREAT AMERICA F A :015-15 07/28/23 841409 - OH				415.23				
0002285	LEASE EXPENSE-COPIERS/MFD'S ST		8,400.00	0.00	415.23	0.00	0.00	7,984.77	5%
0002295	LEASE EXPENSE - BUILDINGS ST		25,000.00	0.00	0.00	0.00	0.00	25,000.00	
0002295	LEASE EXPENSE - BUILDINGS ST		25,000.00	0.00	0.00	0.00	0.00	25,000.00	
0002310	EDUCATION & TRAINING		1,000.00	0.00	0.00	0.00	0.00	1,000.00	
0002310	EDUCATION & TRAINING		1,000.00	0.00	0.00	0.00	0.00	1,000.00	
0002335	TRAVEL EXPENSE		12,000.00	0.00	0.00	0.00	0.00	12,000.00	
0002335	TRAVEL EXPENSE		12,000.00	0.00	0.00	0.00	0.00	12,000.00	
0002339	MANAGEMENT BUSINESS EXPENSE		2,000.00	0.00	0.00	0.00	0.00	2,000.00	
0002339	MANAGEMENT BUSINESS EXPENSE		2,000.00	0.00	0.00	0.00	0.00	2,000.00	
0002354	CAR ALLOWANCE		7,200.00	0.00	0.00	0.00	0.00	7,200.00	
	PeopleSoft Payroll Postin 07/14/23 PSDATA - JE				300.00				
	P/R 07/14/23 50% TO 2022/ 07/14/23 P/R 7/14/23 - JE				-150.00				
	PeopleSoft Payroll Postin 07/28/23 PSDATA - JE				300.00				

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 SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTMNT within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Dept. Description	Key	Key Description	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO	3450	LAFCO				
0002354	CAR ALLOWANCE		7,200.00	0.00	450.00	0.00	6,750.00	6%	
0002355	PERSONAL MILEAGE		1,000.00	0.00	0.00	0.00	1,000.00		
0002355	PERSONAL MILEAGE		1,000.00	0.00	0.00	0.00	1,000.00		
2000	SERVICES AND SUPPLIES		415,417.00	0.00	19,858.67	0.00	395,558.33	5%	
3000	OTHER CHARGES								
0003235	LEASE EXPENSE - LT LEASE-CP,MF		0.00	0.00	0.00	0.00	0.00		
	UBEO WEST LLC A: SLL18 7 07/28/23 841410 - OH				34.27				
0003235	LEASE EXPENSE - LT LEASE-CP,MF		0.00	0.00	34.27	0.00	-34.27	9999%	
3000	OTHER CHARGES		0.00	0.00	34.27	0.00	-34.27	9999%	
9200	LICENSES, PERMITS & FRANCHISE								
0009229	LICENSES & PERMITS-OTHER		75,000.00	0.00	0.00	0.00	75,000.00		
0009229	LICENSES & PERMITS-OTHER		75,000.00	0.00	0.00	0.00	75,000.00		
9200	LICENSES, PERMITS & FRANCHISE		75,000.00	0.00	0.00	0.00	75,000.00		
9400	REVENUE FROM USE OF MONEY/PROP								
0009401	INTEREST INCOME		3,000.00	0.00	0.00	0.00	3,000.00		
0009401	INTEREST INCOME		3,000.00	0.00	0.00	0.00	3,000.00		
9400	REVENUE FROM USE OF MONEY/PROP		3,000.00	0.00	0.00	0.00	3,000.00		
9500	INTERGOVERNMENTAL REVENUES								
0009511	OTHER GOVERNMENTAL AGENCIES		895,788.00	0.00	0.00	0.00	895,788.00		
0009511	OTHER GOVERNMENTAL AGENCIES		895,788.00	0.00	0.00	0.00	895,788.00		
9500	INTERGOVERNMENTAL REVENUES		895,788.00	0.00	0.00	0.00	895,788.00		



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SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTMNT within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Dept. Description	Key	Key Description	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO	3450	LAFCO				
Object Description		Date	Budget	Adjustments	Actual	Encumbrance	Balance	Pct.	
Key Total - Revenue			973,788.00	0.00	0.00	0.00	973,788.00		
Key Total - Expense			1,004,990.00	0.00	51,472.37	0.00	953,517.63	5%	
					-51,472.37				
Dept Total - Revenue			973,788.00	0.00	0.00	0.00	973,788.00		
Dept Total - Expense			1,004,990.00	0.00	51,472.37	0.00	953,517.63	5%	
					-51,472.37				
Fund Total - Revenue			973,788.00	0.00	0.00	0.00	973,788.00		
Fund Total - Expense			1,004,990.00	0.00	51,472.37	0.00	953,517.63	5%	
					-51,472.37				

**Staff Report**

DATE: August 14, 2023  
 TO: Local Agency Formation Commission  
 FROM: Christina Love, Deputy Executive Officer  
 SUBJECT: **TECHNICAL ADJUSTMENT TO BUDGET TO APPROPRIATE FUNDS TO RE-ENCUMBER FOR ACTIVE CONTRACTED SERVICES**

**Recommendation:**

REVIEW and ADOPT the LAFCO Resolution Approving an \$88,430 Technical Adjustment to the FY2023-24 Budget Subobject 2245 (Contracted Services).

**Background:**

In Fiscal Year 2021-22, LAFCO entered into two contracts for services:

- (1) Rollings & McDonald Consulting for the City of Fairfield/Cordelia Fire Protection District for \$8,500, and
- (2) Milani & Associates for the Solano Irrigation District MSR/SOI for \$79,930

LAFCO budget processing is done by the Auditor-Controller's Office, similar to other special districts within Solano County. As such, staff learned that all encumbrances from the previous fiscal year are automatically unencumbered during the end-of-year process for all special districts. The Auditor-Controller's Office stated that this is a standard and required policy for Fund 8 agencies (special districts).

As such, the \$88,430 that was still encumbered for the above contracts was released and put into the LAFCO fund balance. However, the contracts are still active. Therefore, staff recommends that the \$88,430 be re-allocated from the fund balance and back into the account for contracted services. When the funds are placed back into the contracted services account, staff will re-encumber the funds under the existing contracts.

**Action item:**

- Solano LAFCO Resolution Approving an \$88,430 Technical Adjustment to the FY2023-24 Budget Subobject 2245 (Contracted Services) and Exhibit A: Journal Voucher for the Allocation  
Exhibit A - Journal Voucher LAFCO #23-0009

**Commissioners**

Nancy Shopay, Chair • Ron Kott, Vice-Chair • John Vasquez • Mitch Mashburn • Steve Bird

**Alternate Commissioners**

Robert Guerrero • Alma Hernandez • Wanda Williams

**Staff**

Rich Seithel, Executive Officer • Christina Love, Deputy Executive Officer • Aaron Norman, Analyst II • Tova Guevara, Office Administrator/Clerk • Mala Subramanian, Lead Legal Counsel

**LAFCO RESOLUTION NO. 2023-xx**

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION OF SOLANO COUNTY APPROVING AN \$88,430 TECHNICAL ADJUSTMENT TO THE FY2023-24 BUDGET SUBOBJECT 2245 (CONTRACTED SERVICES)**

**WHEREAS**, the Local Agency Formation Commission (LAFCO) of Solano County LAFCO encumbered \$88,430 in sub object #2245 (contracted services) in Fiscal Year 2022-23 for the following:

- (1) Rollings & McDonald Consulting for the City of Fairfield/Cordelia Fire Protection District for \$8,500, and
- (2) Milani & Associates for the Solano Irrigation District MSR/SOI for \$79,930; and,

**WHEREAS**, Solano County Auditor-Controller’s Office end-of-year procedures require all remaining encumbrances for special districts to be unencumbered and included in end-of-year fund balance (740); and,

**WHEREAS**, this technical adjustment will appropriate \$88,430 from end of FY 2022/23 available fund balance (740) and, transfer to LAFCO #0345: Line Item #2245, and

**WHEREAS**, the fund balance #740 shall be decreased by \$88,430; and,

**WHEREAS**, the department #0345, expense line item #2245, shall be increased by \$88,430; and,

**WHEREAS**, upon completion of the appropriation, LAFCO staff will re-encumber the funds to the aforementioned open contracts; and,

**NOW, THEREFORE, BE IT RESOLVED** that the Local Agency Formation Commission of Solano County adopt the appropriation outlined above.

The foregoing Resolution was duly passed and adopted by the Local Agency Formation Commission of Solano County at a regular meeting, August 14, 2023 by the following votes:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

\_\_\_\_\_  
Nancy Shopay, Chair  
Presiding Officer, Solano LAFCO

ATTEST:

\_\_\_\_\_  
Tova Guevara, Clerk to the Commission

Exhibit A: Journal Voucher LAFCO #23-0009



**STAFF REPORT**

DATE: August 14, 2023

TO: Solano Local Agency Formation Commission

FROM: Rich Seithel, Executive Officer

SUBJECT: **LAFCO PROJECT #2023-05: FAIRFIELD ISLAND ANNEXATIONS PHASE 1– PITTMAN ROAD, BLESSED BAPTIST CHURCH, SUNSET APARTMENTS (APNS: 0044-080-170, 0044-080-160, 0037-160-040, 0037-160-060, 0037-060-480, 0037-060-490)**

**Recommendation:**

WAIVE the conducting authority proceedings pursuant to Government Code (GC) Section 56662.

CONSIDER and ADOPT the LAFCO Resolution finding the Fairfield Island Annexations Phase 1 to be consistent with California Environmental Quality Act (CEQA) through:

- Categorical Exemption §15319 and §15303 for Pittman Road
- Reaffirmation of the City of Fairfield's Mitigated Negative Declaration for Sunset Avenue Apartments (SCH# 2022080702)
- Reaffirmation of the City of Fairfield's Mitigated Negative Declaration for Blessed Baptist Church

CONSIDER and ADOPT the LAFCO Resolution approving the annexation of the Pittman Road island to the City of Fairfield and related district reorganizations, (APN 0044-080-170 and 0044-080-160) (8.10 acres).

CONSIDER and ADOPT the LAFCO Resolution approving the annexation of the Sunset Avenue Apartment island to the City of Fairfield and related district reorganizations, (APN 0037-060-480 and 0037-060-490) (2.08 acres).

CONSIDER and ADOPT the LAFCO Resolution approving the annexation of the Blessed Baptist Church island to the City of Fairfield and related district reorganizations, (APN 0037-160-040 and 0037-160-060) (4.72 acres).

**Executive Summary:**

The City of Fairfield (City) is requesting to annex about 15 acres of Solano County jurisdictional island areas. The 15-acre proposal is comprised of 3 separate islands broken into 6 parcels (Attachment B – Maps of Islands). The islands are not contiguous to each other but are all substantially surrounded by the City of Fairfield. Additionally, the City requests the following

**Commissioners**

Nancy Shopay, Chair • Ron Kott, Vice-Chair • John Vasquez • Mitch Mashburn • Steve Bird

**Alternate Commissioners**

Robert Guerrero • Alma Hernandez • Wanda Williams

**Staff**

Rich Seithel, Executive Officer • Christina Love, Deputy Executive Officer • Aaron Norman, Analyst II • Tova Guevara, Office Administrator/Clerk • Mala Subramanian, Lead Legal Counsel

concurrent actions: annexation into Fairfield-Suisun Sewer District; and detachment from the Suisun Fire Protection District, Cordelia Fire Protection District, Special Road Fund 108, and Solano County Lighting Service Area.

The 3 islands are more generally referred to as (A-PR) Pittman Road, (B-SA) Sunset Apartments, (C-BBC) Blessed Baptist Church.

Staff is recommending that the Commission approve the island annexations because the proposal is consistent with the City of Fairfield's General Plan, Zoning, Sphere of Influence, and assists LAFCO in the legislative directive of correcting islands of jurisdiction to create logical boundaries.

The following staff report provides a detailed analysis of the Cortese-Knox-Hertzberg (CKH) Act's required seventeen factors (a-q) pursuant to GC Section 56668, and the Solano LAFCO adopted policies (Standards 1-11 per Section 56375(g)). The following report provides a discussion of I. Background; II. Project Description; III. Analysis of CEQA, Statutory, and Standards; IV. Conducting Authority; V. Summary of Findings and Determinations, and VI. Conclusions.

## I. **Background:**

### **LAFCO "Islands"**

One of LAFCO's primary legislative directives is to ensure the "logical formation and modification of the boundaries of local agencies, with a preference granted to accommodating additional growth within, or through the expansion of, the boundaries of those local agencies which can best accommodate and provide necessary governmental services and housing for persons and families of all incomes in the most efficient manner feasible."<sup>1</sup> One very challenging aspect of meeting this directive is that of islands.

Islands are unincorporated urban pockets completely or substantially surrounded by the city to which annexation is proposed and are byproducts of the annexation and land use policies that existed prior to the 1970s. The law allows cities to annex urban pockets through a streamlined process that does not require protest proceedings or elections, provided the island meets special criteria.<sup>2</sup>

Most of the islands in Fairfield were developed back in the 1950s and 1960s and remain unincorporated for a variety of reasons. These include opposition to annexation by some pocket residents and/or property owners, cumbersome and expensive annexation procedures, and limited efforts by cities to annex them.

### **Phased Island Annexation Plan**

In total, the City of Fairfield has nine (9) individual unincorporated islands (Attachment B). Of the nine, Fairfield has requested, by resolutions, to annex seven (7) of the individual islands.<sup>3</sup> LAFCO staff recommended that these seven islands be advanced in two phases. Phase 1 includes three islands with proposed development that is consistent with the City of Fairfield's General Plan and Pre-zoning. Phase 2 constitutes the other four (4) islands which are existing

<sup>1</sup> Gov. Code. §56001

<sup>2</sup> Attachment A is the Cortese-Knox-Hertzberg Government Code §56375.3 for Island Annexations.

<sup>3</sup> Of the 2 leftover islands, the Suisun City owns one, the other is not pre-zoned because of a 2020 moratorium.

residential units and required further community outreach.<sup>4</sup> Phase 1 is the subject of this staff report. However, it is important to note that the Phase 1 Certificate of Completion will be conditioned on LAFCO receiving a complete application for Phase 2.

Upon annexation, the City of Fairfield will provide municipal services to the islands. Additionally, the Fairfield-Suisun Sewer District can provide sewer services to the developments.

**II. Project Description:**

The City of Fairfield is requesting to annex three (3) distinct islands that are substantially or completely surrounded by the City of Fairfield. The three islands are generally referred to as:

(A-PR) *Pittman Road*: (APN 0044-080-160, 0044-080-170) The two parcels total 8.1 acres and are 74% surrounded by Fairfield. This site is currently uninhabited and pre-zoned for commercial development consistent with the adjacent parcel to the north and south.

(B-SA) *Sunset Apartments*: (APN 0037-060-480, 0038-060-490) The two parcels total 4.72 acres and

are



100% surrounded by Fairfield. Both are vacant and undeveloped. The western parcel has been tentatively approved for the residential development of townhomes, consistent with Fairfield's General Plan and Pre-zoning of Low-Medium Density Residential. The eastern parcel is pre-zoned Open Space Conservation and is

owned by the Sacramento & San Joaquin Drainage District, which has not objected to annexation. (Appendix B.3)

(C-BBC) *Blessed Baptist Church*: (0037-160-040, 0037-160-060) The two parcels total 2.08 acres and is 100% surrounded by Fairfield and Suisun City. The western parcel is owned by the Blessed Baptist Church and is tentatively approved to be developed with a new church facility. The eastern parcel is an existing residential unit and is separately owned. The



<sup>4</sup> Attachment C is the City of Fairfield's Notice of Community Meeting to the residents in the affected islands.

property owner has not objected to annexation. Church construction and residential use are consistent with Fairfield's General Plan and Pre-zoning of Residential-Medium Density.

Fairfield has requested this change of organization consistent with GC §56650 *et seq.* by City of Fairfield Resolution 2021-301 adopted on December 7, 2021 (Pittman), Resolution 2022-342 adopted on December 20, 2022 (Sunset Apt), and Resolution 2021-20 adopted on January 19, 2021 (BBC). All City of Fairfield resolutions are in the attached Appendices A.1, B.1, and C.1. With the annexation into the City of Fairfield, the islands will also be annexed into the Fairfield-Suisun Sewer District; and detached from the Cordelia Fire Protection District, Suisun Fire Protection District, Special Road, and Solano County Lighting Service Area.

### III. **Project Analysis:**

#### **California Environmental Quality Act (CEQA):**

The City of Fairfield is the Lead Agency for the CEQA actions of the islands. Pursuant to Section 15096 of the CEQA Guidelines, LAFCO can consider and reaffirm the CEQA determination of the lead agency. As such, LAFCO finds the change of organization for each island is consistent with the determinations of the City, as listed below.

- (A) Notice of Exemption under CEQA §15319 and §15303 for Pittman Road
- (B) Reaffirm the City of Fairfield's Mitigated Negative Declaration for Sunset Avenue Apartments (SCH# 2022080702)
- (C) Reaffirm the City of Fairfield's Mitigated Negative Declaration for Blessed Baptist Church

#### **Statutory and Policy Considerations:**

Per the requirements of the Cortese-Knox-Hertzberg (CKH) Act, the Commission is required to consider seventeen factors (a-q) pursuant to GC §56668. Island annexations are also subject to GC §56375.5, as outlined below. Additionally, the Commission must measure a proposal's consistency with its locally adopted policies (Standards 1-11 per Section 56375(g)) when reviewing an application for a change of organization or reorganization. The following subsections first provide staff analysis for the factors pursuant to the CKH Act followed by analysis and consistency statements with respect to the Commission's adopted Standards:

#### **Statutory Factors to be Considered in Review of a Proposal (GC §56668(a-q)):**

CKH requires the Commission to consider seventeen factors when reviewing proposals for a change of organization. The purpose is to ensure the Commission has reviewed these factors during its decision-making process. Each section includes a specific analysis for each individual island: (A-PR) Pittman Road; (B-SA) Sunset Apartments; (C-BBC) Blessed Baptist Church

#### ***a. Population and population density; land area and land use; assessed valuation; topography, natural boundaries, and drainage basins; proximity to other populated areas; and the likelihood of significant growth in the area, and in adjacent incorporated and unincorporated areas, during the next 10 years.***

- (A-PR) This annexation is consistent with the City of Fairfield's Sphere of Influence, General Plan, and commercial zoning of the parcels. Adjacent parcels to the north and south of the island are zoned service commercial as well. The site is largely flat with a residential unit and accessory detached structure but is vacant. Across Pittman Road are existing



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residential developments within Fairfield. Commercial use of the island will support existing and potential future growth but is not likely to result in significant growth. Population and population density within the Fairfield boundary area will remain unchanged with this island annexation as it will be annexed for use consistent with Commercial Service zoning. The assessed valuation is \$860,653<sup>5</sup> as of the 2022/23 assessment tax roll.

(B-SA) This annexation is consistent with the City of Fairfield's Sphere of Influence, General Plan, and zoning of the parcels for residential and open space. The island is surrounded by residential zoning and an existing school. The eastern parcel is a mostly flat existing drainage site owned and maintained by the Sacramento & San Joaquin Drainage District and will not increase the population. The western parcel of the island is flat and a small part of an approved residential development for 130 townhomes. Residential use will increase the population but will not be substantial, as the entire project is projected to house 351 persons<sup>6</sup>. The assessed valuation is \$84,243<sup>7</sup> as of the 2022/23 assessment tax roll.

(C-BBC) This annexation is consistent with the City of Fairfield's Sphere of Influence, General Plan, and zoning of the parcels for residential purposes. The island is adjacent to existing residential development on the north train tracks and Suisun to the south, across from existing commercial development on the northwest, and across from a vacant commercial lot to the west. The island is flat and does not contain any drainage basins but is near an existing drainage canal. The western parcel is an existing residential development and will not be changed with annexation. The eastern parcel is proposed for the construction of a new church facility. The development of a church site will not increase growth or population but will serve the existing population. The assessed valuation is \$758,139<sup>8</sup> as of the 2022/23 assessment tax roll.

***b. The need for organized community services; the present cost and adequacy of governmental services and controls in the area; probable future needs for those services and controls; and probable effect of the proposed incorporation, formation, annexation, or exclusion and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent areas.***

(A-PR) The island is substantially surrounded by Fairfield and is only accessible by Pittman Road which is primarily in Fairfield. The island is in the jurisdiction of the Cordelia Fire Protect District and the Solano County Sherriff. Upon annexation, Fairfield will provide fire and law enforcement services.

(B-SA) The island is surrounded by Fairfield and is only accessible by Sunset Avenue which is in Fairfield. The island is in the jurisdiction of the Suisun Fire Protect District and the Solano County Sherriff. Upon annexation, Fairfield will provide fire and law enforcement services.

(C-BBC) The island is substantially surrounded by Fairfield, with Suisun City on one side, and is only accessible by Sunset Avenue which is in Fairfield. The island is in the

<sup>5</sup> (APN 0044-080-170) \$368,006 + (APN 0044-080-160) \$492,647

<sup>6</sup> Standard population rate assumes 2.7 people per unit. 130 units multiplied by 2.8 persons equals 364 people.

<sup>7</sup> (APN 0037-060-480) \$84,243 + (APN 0037-060-490) \$0

<sup>8</sup> (APN 0037-160-040) \$136,705 + (APN 0037-160-060) \$621,434

jurisdiction of the Cordelia Fire Protect District and the Solano County Sherriff. Upon annexation, Fairfield will provide fire and law enforcement services.

The City of Fairfield and Fairfield-Suisun Sewer District are prepared to provide all services to the proposed development project. Fairfield and the Fairfield-Suisun Sewer District have existing water, storm drains, and sewer lines in the existing roadway. Annexation will not have any impact on their ability to serve adjacent areas. According to the City, the existing residential uses are connected to the existing sewer and water facilities already.

Not annexing the islands is against LAFCO's directive to clean up illogical jurisdictional boundaries, including correcting "out of boundary" service connections.

**c. *The effect of the proposed action and of alternative actions, on adjacent areas, on mutual social and economic interests, and on the local governmental structure of the county.***

Detachment from the Fire Districts will have an economic impact on them, but Solano LAFCO Standard No. 11 requires mitigation to help compensate for the change. However, all three islands have been surrounded by the City of Fairfield for many years, therefore annexation into Fairfield will not negatively affect the District's ability to continue to serve other lands that remain in their jurisdiction. There are no effects on the local governmental structure of the County.

**d. *The conformity of both the proposal and its anticipated effects with both the adopted commission policies on providing planned, orderly, efficient patterns of urban development, and the policies and priorities in Section 56377<sup>9</sup>.***

Annexation of all three islands will help Fairfield, Solano County, and the Fire Districts have more logical boundaries by removing the tiny pockets of different jurisdictional authorities. None of the islands will convert existing open space under Section 56377. Additionally, the annexation of the islands is consistent with Fairfield's SOI and General Plan for urban development of the islands that are consistent with existing development.

**e. *The effect of the proposal on maintaining the physical and economic integrity of agricultural lands, as defined by Section 56016<sup>10</sup>.***

None of the islands meet the definition of agricultural lands and therefore the annexation will not have an effect on agricultural lands.

**f. *The definiteness and certainty of the boundaries of the territory, the nonconformance of proposed boundaries with lines of assessment or ownership, the creation of islands or corridors of unincorporated territory, and other similar matters affecting the proposed boundaries.***

The map and geographic descriptions of all three islands have been reviewed and corrected by the County Surveyor per Commission policy. These documents provide certainty of the proposed boundary of the territory.

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<sup>9</sup> Conversion of existing open space.

<sup>10</sup> "Agricultural lands" means land currently used for the purpose of producing an agricultural commodity for commercial purposes, land left fallow under a crop rotational program, or land enrolled in an agricultural subsidy or set-aside program.

**g. A regional transportation plan adopted pursuant to Section 65080.**

This factor is not applicable as the islands are surrounded by the existing urban development of the City of Fairfield with primary access to Fairfield roads and existing transportation.

**h. The proposal's consistency with city or county general and specific plans.**

The annexation is consistent with Fairfield's General Plan.

**i. The sphere of influence of any local agency that may be applicable to the proposal being reviewed.**

The annexation is consistent with Fairfield's Sphere of Influence.

**j. The comments of any affected local agency or other public agency.**

Fairfield-Suisun Sewer District provided Will-Serve letters for all three islands. Appendices A.2, B.2, and C.2.

Cordelia Fire Protection District was contacted by Denova Homes regarding Island A and Island C on September 16, 2022. The two parties agreed to a "detachment fee" as part of LAFCO Standard No. 11. (Appendices A.3 and C.4)

Suisun Fire Protection District was notified by TK Consulting for Island B on February 13, 2023 and subsequently mailed a "detachment fee" check for \$1,666.79 as part of LAFCO Standard No. 11. (Appendices B.4)

The Master Tax Sharing Agreement applies.

**k. The ability of the newly formed or receiving entity to provide the services that are the subject of the application to the area, including the sufficiency of revenues for those services following the proposed boundary change.**

Fairfield's individual project-level analysis has determined that the City has sufficient revenues and services for the annexations. Per Fairfield, all annexation fees have been paid by all three islands. The individual developers of the islands will be responsible for constructing relevant and necessary infrastructure for the urban development on site.

**l. Timely availability of water supplies adequate for projected needs as specified in Section 65352.5.**

As noted above, the City will provide potable and non-potable water services to the property. Fairfield has existing water services sufficient for the annexation and urban development of the islands, consistent with their general plan and utilities plans.

**m. The extent to which the proposal will affect a city or cities and the county in achieving their respective fair shares of the regional housing needs as determined by the appropriate council of governments consistent with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7.**

(A-PR) This island is zoned Exclusive Agriculture 20 acre minimum by Solano County. The entire island is about 8 acres, making the island inconsistent with the current zoning. Fairfield requests to annex it for commercial use, consistent with the existing adjacent parcels. Annexation will not affect RHNA for the City of the County.

(B-SA) The island is zoned Rural Residential 2.5 acre minimum by Solano County. One parcel is 2.5 acres, but is operated as a detention basin and therefore cannot be used for residential units. The other parcel is 2.92 acres and vacant but surrounded by existing urban development which impedes well water and septic abilities. Therefore, this parcel cannot be developed under County standards to effect RHNA. This parcel is a small part of a larger residential development tentatively approved in Fairfield for 130 townhomes, which will help Fairfield with RHNA requirements. Annexation will not affect RHNA for the County but will assist Fairfield.

(C-BBC) This island is zoned Rural Residential 2.5 acre minimum by Solano County. One parcel is less than one acre and has existing residential units that are connected to City water and sewer. The other parcel is 1.28 acres and vacant but surrounded by existing urban development which impedes well water and septic abilities and therefore cannot be developed under County standards to help RHNA. Fairfield has tentatively approved the development of a church on this parcel. Annexation will not affect RHNA for the City of the County

***n. Any information or comments from the landowner or landowners, voters, or residents of the affected territory.***

Fairfield held a neighborhood meeting for the residents and landowners of the existing residential development within the affected territory.<sup>11</sup> LAFCO participated in this outreach meeting held on Saturday, March 25, 2023, at 10:30 am at the Fairfield Civic Center Library. The resident adjacent to Island C attended. He did not oppose the annexation but had inquiries related to land use questions for Fairfield not applicable to LAFCO. Fairfield also mailed notices to each island and surrounding properties for all their public hearings regarding the annexation proposals.

LAFCO posted the 21-day public meeting notice in the newspaper in addition to mailing notices to the affected territories and surrounding properties.

As of the writing of this report, LAFCO does not have any active letters of opposition from landowners, voters, or residents of the affected territory.

***o. Any information relating to existing land use designations.***

(A-PR) Pre-zoned Commercial Services (CS)

(B-SA) Pre-zoned Residential Low-Medium Density (RLM) and Open Space Conservation (OSC)

(C-BBC) Pre-zoned Residential Medium (RM)

***p. The extent to which the proposal will promote environmental justice. As used in this subdivision, "environmental justice" means the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins, with respect to the location of public facilities and the provision of public services, to***

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<sup>11</sup> Attachment C

***ensure a healthy environment for all people such that the effects of pollution are not disproportionately borne by any particular populations or communities.***

There are no environmental justice issues identified.

- q. Information contained in a local hazard mitigation plan, information contained in a safety element of a general plan, and any maps that identify land as a very high fire hazard zone pursuant to Section 51178 or maps that identify land determined to be in a state responsibility area pursuant to Section 4102 of the Public Resources Code, if it is determined that such information is relevant to the area that is the subject of the proposal.***

This factor is not applicable as the property is located within the City limits and surrounded by existing urban development.

Statutory Requirements for Islands GC GC §56375(a)(4):

A commission shall not disapprove an annexation to a city, initiated by resolution, of contiguous territory that the commission finds is any of the following:

- (A) Surrounded or substantially surrounded by the city to which the annexation is proposed or by that city and a county boundary or the Pacific Ocean if the territory to be annexed is substantially developed or developing, is not prime agricultural land as defined in Section 56064, is designated for urban growth by the general plan of the annexing city, and is not within the sphere of influence of another city.**

A-PR is 74% surrounded by the City of Fairfield and is only accessible from a city road. Therefore, this island is substantially surrounded by the City.

B-SA is 100% surrounded by the City of Fairfield.

C-BBC is 80% surrounded by the City of Fairfield and 20% surrounded by Suisun City. It is only accessible from a Fairfield roadway. Therefore, this island is substantially surrounded by the City.

The islands are not prime agricultural land under §56064.

This factor is met for each island.

- (B) Located within an urban service area that has been delineated and adopted by a commission, which is not prime agricultural land, as defined by Section 56064, and is designated for urban growth by the general plan of the annexing city.**

All the islands are within the City of Fairfield urban service SOI as adopted by LAFCO without prime agricultural land under §56064 and are all part of the existing Fairfield General Plan. This factor is met.

- (C) An annexation or reorganization of unincorporated islands meeting the requirements of Section 56375.3.**

See the next section for a detailed discussion. This factor is met.

Statutory Requirements for Islands GC §56375.3 (a) and (b):

Island annexations may be approved without protest and election if all the following requirements are met:

**(1) The change of organization or reorganization is initiated on or after January 1, 2000.**

The City of Fairfield initiated the island annexations in 2021 and 2022. This factor is met.

**(2) The change of organization or reorganization is proposed by resolution adopted by the affected city.**

This factor is met. Fairfield approved each island annexation by individual resolutions as follows:

A-PR: City Council Resolution 2022-301 (Appendices A.1)

B-SA: City Council Resolution 2022-342 (Appendices B.1)

C-BBC: City Council Resolution 2022-20 (Appendices C.1)

**(3) It does not exceed 150 acres in area, and that area constitutes the entire island.**

The annexation project is a total of 15.1 acres. This factor is met.

**(4) The territory constitutes an entire unincorporated island located within the limits of a city, or constitutes a reorganization containing a number of individual unincorporated islands.**

Each island annexation constitutes the entire unincorporated island. This factor met.

**(5) It is surrounded in either of the following ways: (a) Surrounded, or substantially surrounded, by the city to which annexation is proposed or by the city and a county boundary or the Pacific Ocean. Or (b) Surrounded by the city to which annexation is proposed and adjacent cities.**

Island A-PR is 74% surrounded by the City of Fairfield making it substantially surrounded by the city that requests to annex. Island B-SA is 100% surrounded by the City of Fairfield making it surrounded by the city that requests to annex. Island C-BBC is 80% surrounded by the City of Fairfield and 20% surrounded by the City of Suisun making it substantially surrounded by the city that requests to annex. This factor is met.

**(6) It is substantially developed or developing. The finding required by this paragraph shall be based upon one or more factors, including, but not limited to, any of the following factors: (a) The availability of public utility services. (b) The presence of public improvements. (c) The presence of physical improvements upon the parcel or parcels within the area.**

Each island is adjacent to existing public utilities and public improvements within the existing roadways. They are also adjacent to parcels with physical improvements. This factor is met

**(7) It is not prime agricultural land, as defined by Section 56064.**

The islands do not have prime agricultural land under §56064. This factor is met.

**(8) It will benefit from the change of organization or reorganization or is receiving benefits from the annexing city.**

The islands will have access to municipal services provided by the City and Fairfield-Suisun Sewer District. Additionally, the small, vacant parcels will be able to develop under City standards, which allows more options than County. This factor is met.

**(9) This subdivision does not apply to any unincorporated island within a city that is a gated community where services are currently provided by a community services district.**

This project does not include a subdivision. Additionally, no gated communities are included. This factor is met.

**(10) Notwithstanding any other law, at the option of either the city or the county, a separate property tax transfer agreement may be agreed to between a city and a county pursuant to Section 99 of the Revenue and Taxation Code regarding an annexation subject to this subdivision without affecting any existing master tax sharing agreement between the city and county.**

The existing master tax-sharing agreement applies. This factor is met.

In conclusion, the Fairfield Island Annexations Phase 1 project meets the factors necessary to meet the “Island” provision and to waive the protest and election process.

Solano LAFCO Adopted Standards (GC §56375(g)):

Solano LAFCO has 11 locally adopted standards that must be evaluated. The following is an analysis of the proposal’s consistency with those Standards 1-11.

Standard	Policy Consistency	Analysis
<b>1. Consistency with Sphere of Influence (SOI) Boundaries</b>	Consistent	The islands are within Fairfield’s SOI, therefore annexation is consistent with the SOI.
<b>2. Change of Organization and Reorganization to the Limits of the SOI Boundaries</b>	N/A	The islands will be annexed into Fairfield’s city limits and Fairfield-Suisun Sewer District. The islands will be detached from Suisun Fire Protection District, Cordelia Fire Protection District, Special Road Fund No. 108, and Solano County Lighting Service Area. (Attachment D)

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Standard	Policy Consistency	Analysis
<p><b>3. Consistency with Appropriate City General Plan, Specific Plan, Area-Wide Plan, and Zoning Ordinance</b></p>	<p>Consistent</p>	<p>The islands have all been pre-zoned consistent with the current Fairfield General Plan as follows:                      A-PR: Commercial Service (CS)                      B-SA: Residential Low Medium and Open Space Conservation (RLM, OSC)                      C-BBC: Residential Medium (RM)</p>
<p><b>4. Consistency with the County General Plan of Proposed Change of Organization or Reorganization Outside of a City’s SOI Boundary</b></p>	<p>N/A</p>	<p>The islands are substantially or completely surrounded by the City of Fairfield. The change of organization is consistent with the County’s General Plan showing the properties as part of urban development.</p>
<p><b>5. Requirement for Pre-Approval</b></p>	<p>Consistent</p>	<p>Fairfield approved the islands for annexation by separate resolutions for each island, as follows:                      A-PR: City Council Resolution 2022-301 (Appendices A.1)                      B-SA: City Council Resolution 2022-342 (Appendices B.1)                      C-BBC: City Council Resolution 2022-20 (Appendices C.1)</p>
<p><b>6. Effect on Natural Resources (California Environmental Quality Act – CEQA)</b></p>	<p>Consistent</p>	<p>Annexing the islands is consistent with CEQA by the following:                      A-PR: Exempt under §15319 and §15303                      B-SA: Mitigated Negative Declaration (SCH# 2022080702)                      C-BBC: Mitigated Negative Declaration</p>
<p><b>7. Proposal Boundaries, Map and Geographic Description Requirements, Other Exhibits</b></p>	<p>Consistent</p>	<p>The legal description and map for each island are attached as Appendices A.4, B.6, C.5.</p>
<p><b>8. Likelihood of Significant Growth and Effect on Other Incorporated or Unincorporated Territory</b></p>	<p>Consistent</p>	<p>Annexation of the islands will not create significant growth because of the restrictive size of the islands. Annexing the islands will not have an effect on other incorporated or unincorporated territories because it is consistent with Fairfield General Plan and SOI.</p>
<p><b>9. Protection of Prime Agricultural Land</b></p>	<p>N/A</p>	<p>The islands do not include prime agricultural land under §56064.</p>



Standard	Policy Consistency	Analysis
<p><b>10. Provision and Cost of Community Services</b></p>	<p>N/A</p>	<p>The City of Fairfield and Fairfield-Suisun Sewer District will provide municipal services to all the islands. Appendices A.2, B.2, and C.2 include all the will-serve letters related to other community services. The cost of service connections is the responsibility of the property developers. Master tax agreement applies.</p>
<p><b>11. The Effect of the Proposed Action on Adjacent Areas, Mutual Social and Economic Interests, and on Local Governmental Structure</b></p>	<p>Consistent</p>	<p>Annexing the islands assists to create clear and logical boundaries which help service providers to better serve and respond. These annexations do not affect the local government structure.</p>

**IV. Conducting Authority (Protest Hearing) Proceeding:**

The island annexations may be approved without protest and election because the project is consistent with Gov. Code. §56375.3<sup>12</sup>: the total acreage for the island annexations of Phase 1 and Phase 2 is less than 150 acres and constitutes the entirety of each individual unincorporated island; each individual island is completely surrounded or substantially surrounded by the City of Fairfield; each individual island is substantially developed or will be developing consistent with existing pre-zoning; each individual island can be served by Fairfield and Fairfield-Suisun Sewer District municipal services and each individual island will benefit from the ability to be served; the land is not prime ag land; and Solano County and Fairfield agree on the existing Tax Sharing Agreement.

**V. Summary of Findings and Determinations:**

Staff recommends the following findings and determinations based on project research and analysis included in prior sections of this document, State law, and the Commission’s adopted policies:

1. The subject island annexations are consistent with the City of Fairfield’s SOI.
2. The Commission has considered the factors in the review of a proposal pursuant to GC §56668 a-q.
3. The Commission waives the Conducting Authority Proceeding/Protest Proceeding consistent with GC §53675 and GC §56375.3 *et seq.*
4. The Commission determines that annexation of the proposal area promotes the logical extension of municipal services and efficient government services because it is an unincorporated island that is substantially surrounded by the City of Fairfield.

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<sup>12</sup> Attachment A

## Agenda Item 7.A Fairfield Island Annexation Phase 1

5. The subject proposal area is “uninhabited” as defined by Government Code (GC) §56079.5. Application for the subject annexation is made subject to GC §56650 et seq. by resolutions of the City of Fairfield.
6. The boundaries are definite and certain and conform to lines of ownership and parcel lines. The detachment will provide a logical and orderly boundary for the Solano Irrigation District.
7. The Fairfield Island Annexations Phase 1 to be consistent with California Environmental Quality Act (CEQA) through:
  - Notice of Exemption §15319 and §15303 for Pittman Road
  - Reaffirm the City of Fairfield's Mitigated Negative Declaration for Sunset Avenue Apartments (SCH# 2022080702)
  - Reaffirm the City of Fairfield's Mitigated Negative Declaration for Blessed Baptist Church
8. The subject annexations and detachments are in the best interests of the citizens within the affected area.
9. The subject detachment will not result in negative impacts on the cost and adequacy of services otherwise provided by SID to adjacent areas within their service boundaries.
10. The subject annexations will result in a loss of \$2,120.36 tax base from Solano County, Special Road Fund 108, Cordelia Fire Protection District, and Suisun Fire Protection District and a gain of the same amount for the City of Fairfield.
11. Commission determines that upon the adoption of the conditions of approval including financial mitigation for the Cordelia Fire Protection District, and Suisun Fire District, the proposal is consistent with its adopted written Standards 1-11.

**VI. Terms and Conditions of Approval per GC Sections: 56885, 56885.5, and 56886:**

Staff recommends that the Commission approve the proposed change of organization with the following terms and conditions of approval:

1. The Commission orders the change of organization without an election as provided by GC §53675 and GC §56375.3.
2. Immediately following LAFCO approval, the City shall submit a warrant to Solano LAFCO for the CA State Board of Equalization in the amount of \$1,200.00.
3. Immediately following LAFCO approval, the City shall submit a warrant to Solano LAFCO for \$768.00. (\$128.00 per parcel)
4. The effective date of the change of organization shall be the date of the recordation made with the County Recorder of the Certificate of Completion per GC Section 57202.
5. To fulfill the agreements between the property owners and the fire protection districts consistent with Solano LAFCO Standard No. 11, Fairfield Island Annexation Phase 1 shall submit proof of payment to the Suisun Fire Protection District of \$15,542.77 and \$19,122.85 to Cordelia Fire Protection District to mitigate impacts.

6. Prior to signing the Certificate of Completion for Fairfield Island Annexations Phase 1, the Fairfield Island Annexations Phase 2 application shall be submitted and deemed complete.

## **VII. Conclusion:**

In conclusion, the Fairfield Island Annexations Phase 1 meets the requirements for island annexations under GC §53675 and GC §56375.3 because the annexing 15 acres of separate unincorporated islands that are substantially or completely surrounded by the City of Fairfield creates clear logical boundaries and supports orderly growth. Phase 1 also supports and promotes the Phase 2 set of island annexations.

### Attachments:

Action Item: LAFCO Resolution finding the Fairfield Island Annexations Phase 1 to be consistent with California Environmental Quality Act (CEQA) through:

- Notice of Exemption §15319 and §15303 for Pittman Road
- Reaffirm the City of Fairfield's Mitigated Negative Declaration for Sunset Avenue Apartments (SCH# 2022080702)
- Reaffirm the City of Fairfield's Mitigated Negative Declaration for Blessed Baptist Church

Action Item: LAFCO Resolution approving the annexation of the Pittman Road site to the City of Fairfield and related district reorganizations, (APN 0044-080-170 and 0044-080-160) (8.10 acres)

Action Item: LAFCO Resolution approving the annexation of the Sunset Avenue Apartment site to the City of Fairfield and related district reorganizations, (APN 0037-060-480 and 0037-060-490) (2.08 acres)

Action Item: LAFCO Resolution approving the annexation of the Blessed Baptist Church site to the City of Fairfield and related district reorganizations, (APN 0037-160-040 and 0037-160-060) (4.72 acres)

Appendix A: Island A – Pittman Road Documents

Appendix B: Island B – Sunset Apartment Documents

Appendix C: Island C – Blessed Baptist Church Documents

Attachment A: Cortese-Knox-Hertzberg Island Annexations Government Code Sections

Attachment B: LAFCO Map of Existing Islands in City of Fairfield

Attachment C: City of Fairfield Community Meeting Letter for Property Owners

Attachment D: Location Maps for Each Island

Attachment E: Tax Exchange Letter

**LAFCO RESOLUTION 2023-**

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION  
OF SOLANO COUNTY FINDING THE FAIRFIELD ISLAND ANNEXATIONS PHASE 1  
PROJECT TO BE CONSISTENT WITH THE CALIFORNIA ENVIRONMENTAL ACT  
(APNS: 0044-080-170, 0044-080-160, 0037-160-040, 0037-160-060, 0037-060-480,  
0037-060-490)  
(LAFCO PROJECT 2023-05)**

**WHEREAS**, Solano Local Agency Formation Commission (LAFCO) received an application for the City of Fairfield to annex approximately 15.1 acres that consists of 3 separate islands broken into 6 parcels; and

**WHEREAS**, the 3 islands are more generally referred to as: Pittman Road (APNs 0044-080-170, 0044-080-160), Sunset Apartments (APNs, 0037-160-040, 0037-160-060,) and Blessed Baptist Church (APNs 0037-060-480, 0037-060-490); and

**WHEREAS**, the City Council of the City of Fairfield adopted three separate resolutions for each individual island as follows:

- (A) Fairfield Resolution 2021-301: Categorical Exemption §15319 and §15303 for Pittman Road;
- (B) Fairfield Resolution 2022-342: Mitigated Negative Declaration for Sunset Avenue Apartments (SCH# 2022080702);
- (C) Fairfield Resolution 2021-20: Mitigated Negative Declaration for Blessed Baptist Church; and

**WHEREAS**, Pursuant to Section 15096 of the CEQA Guidelines, Solano LAFCO can consider and reaffirm the CEQA determination of the lead agency; and

**NOW, THEREFORE BE IT RESOLVED** that Solano LAFCO does resolve, declare, determine, and order the following:

1. Find Pittman Road Island annexation to be Categorical Exemption under §15319 and §15303;
2. Reaffirm the City of Fairfield's Mitigated Negative Declaration for Sunset Avenue Apartments (SCH# 2022080702);
3. Reaffirm the City of Fairfield's Mitigated Negative Declaration for Blessed Baptist Church;

**I HEREBY CERTIFY** that the foregoing resolution was duly passed and adopted by the Local Agency Formation Commission of Solano County at a regular meeting, held on the 14th day of August 2023, by the following vote:

Agenda Item 7.A Fairfield Island Annexation Phase 1

AYES:  
NOES:  
ABSENT:

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Nancy Shopay, Chair  
Presiding Officer Solano LAFCO

ATTEST:

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Christina Love, Deputy Executive Officer

Attachments (Incorporated by Reference)

- Exhibit A: NOE for Pittman Road
- Exhibit B: Sunset Apartments Mitigation Negative Declaration
- Exhibit C: Blessed Baptist Church Mitigation Negative Declaration

Agenda Item 7.A Fairfield Island Annexation Phase 1

7.A Action Item: Pittman Road Approval

**LAFCO RESOLUTION NO. 2023-xx**

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION  
OF SOLANO COUNTY APPROVING THE ANNEXATION OF THE PITTMAN ROAD  
ISLAND TO THE CITY OF FAIRFIELD AND RELATED DISTRICT REORGANIZATIONS,  
(APN 0044-080-170 AND 0044-080-160) (8.10 ACRES)  
(LAFCO PROJECT 2023-05)**

**WHEREAS**, the City of Fairfield filed an application initiation by City resolutions to annex island territories into the City of Fairfield with the Executive Officer of this Local Agency Formation Commission pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act, commencing with Section §56000, et seq. of the Government Code by the City of Fairfield; and

**WHEREAS**, the City of Fairfield requested to annex approximately 15.1 acres that consist of 3 separate islands broken into 6 parcels more generally referred to as: Pittman Road (APNs 0044-080-170, 0044-080-160), Sunset Apartments (APNs, 0037-160-040, 0037-160-060,) and Blessed Baptist Church (APNs 0037-060-480, 0037-060-490); and

**WHEREAS**, the Commission's action will also approve the following:

- Annexation into Fairfield-Suisun Sewer District
- Detachment from Cordelia Fire Protection District
- Detachment from Special Road Fund 108
- Detachment from Solano County Lighting Service Area; and

**WHEREAS**, the Executive Officer has examined the proposal and certified that it is complete and has accepted the proposal for filing as of April 6, 2023; and

**WHEREAS**, the City of Vacaville and Solano County have agreed to use the Master Property Tax Transfer Agreement as authorized pursuant to California Revenue and Tax Code Section 99(d); and

**WHEREAS**, the Executive Officer, pursuant to Government Code §56375 and §56375.3 has reviewed this proposal and prepared a report including his recommendations, and has furnished a copy of this report to each person entitled to a copy; and

**WHEREAS**, the City of Fairfield, as the lead agency, determined that annexing Pittman Road island into the City is exempt from CEQA under §15319 and §15303; and,

**WHEREAS**, the Commission has received, heard, discussed and considered all oral and written testimony related to the proposal, including but not limited to comments and objections, the staff report and recommendation, the environmental document and determination, plans for providing service, spheres of influence, and the City's general plan; and,

## Agenda Item 7.A Fairfield Island Annexation Phase 1

**WHEREAS**, the Commission has considered and made findings with respect to the reorganization's compliance with Solano LAFCO's "Standards for Evaluation of Annexation Proposals"; and,

**WHEREAS**, LAFCO finds that the Fairfield Island Annexations Phase 1 meets the following Statutory Requirements for Islands GC GC §56375(a)(4):

A commission shall not disapprove an annexation to a city, initiated by resolution, of contiguous territory that the commission finds is any of the following:

*(A) Surrounded or substantially surrounded by the city to which the annexation is proposed or by that city and a county boundary or the Pacific Ocean if the territory to be annexed is substantially developed or developing, is not prime agricultural land as defined in Section 56064, is designated for urban growth by the general plan of the annexing city, and is not within the sphere of influence of another city.* A-PR is 74% surrounded by the City of Fairfield and is only accessible from a city road. Therefore this island is substantially surrounded by the City. B-SA is 100% surrounded by the City of Fairfield. C-BBC is 80% surrounded by the City of Fairfield and 20% surrounded by Suisun City. It is only accessible from a Fairfield roadway. Therefore, this island is substantially surrounded by the City. The islands are not prime agricultural land under §56064. This factor is met for each island.

*(B) Located within an urban service area that has been delineated and adopted by a commission, which is not prime agricultural land, as defined by Section 56064, and is designated for urban growth by the general plan of the annexing city.* All the islands are within the City of Fairfield urban service area/SOI as adopted by LAFCO without prime agricultural land under §56064 and are all part of the existing Fairfield General Plan. This factor is met.

*(C) An annexation or reorganization of unincorporated islands meeting the requirements of Section 56375.3.* See the next section for a detailed discussion. This factor is met.

**WHEREAS**, LAFCO finds that the Fairfield Island Annexations Phase 1 meets the following Statutory Requirements for Islands GC §56375.3 (a) and (b):

Island annexations may be approved without protest and election if all of the following requirements are met:

*(1) The change of organization or reorganization is initiated on or after January 1, 2000.* The City of Fairfield initiated the island annexations in 2021 and 2022. This factor is met.

*(2) The change of organization or reorganization is proposed by resolution adopted by the affected city.* This factor is met. Fairfield approved each island annexation by individual resolutions as follows:

A-PR: City Council Resolution 2022-301 (Appendices A.1)

B-SA: City Council Resolution 2022-342 (Appendices B.1)

C-BBC: City Council Resolution 2022-20 (Appendices C.1)

*(3) It does not exceed 150 acres in area, and that area constitutes the entire island.* The annexation project is a total of 15.1 acres. This factor is met.

*(4) The territory constitutes an entire unincorporated island located within the limits of a city, or constitutes a reorganization containing a number of individual unincorporated*

## Agenda Item 7.A Fairfield Island Annexation Phase 1

*islands*. Each island annexation constitutes the entire unincorporated island. This factor met.

*(5) It is surrounded in either of the following ways: (a) Surrounded, or substantially surrounded, by the city to which annexation is proposed or by the city and a county boundary or the Pacific Ocean. Or (b) Surrounded by the city to which annexation is proposed and adjacent cities.* Island A-PR is 74% surrounded by the City of Fairfield making it substantially surrounded by the city that requests to annex. Island B-SA is 100% surrounded by the City of Fairfield making it surrounded by the city that requests to annex. Island C-BBC is 80% surrounded by the City of Fairfield and 20% surrounded by the City of Suisun making it substantially surrounded by the city that requests to annex. This factor is met.

*(6) It is substantially developed or developing. The finding required by this paragraph shall be based upon one or more factors, including, but not limited to, any of the following factors: (a) The availability of public utility services. (b) The presence of public improvements. (c) The presence of physical improvements upon the parcel or parcels within the area.* Each island is adjacent to existing public utilities and public improvements within the existing roadways. They are also adjacent to parcels with physical improvements. This factor is met

*(7) It is not prime agricultural land, as defined by Section 56064.* The islands do not have prime agricultural land under §56064. This factor is met.

*(8) It will benefit from the change of organization or reorganization or is receiving benefits from the annexing city.* The islands will have access to municipal services provided by the City and Fairfield-Suisun Sewer District. Additionally, the small, vacant parcels will be able to develop under City standards, which allow more options than County. This factor is met.

*(9) This subdivision does not apply to any unincorporated island within a city that is a gated community where services are currently provided by a community services district.* This project does not include a subdivision. Additionally, no gated communities are included. This factor is met.

*(10) Notwithstanding any other law, at the option of either the city or the county, a separate property tax transfer agreement may be agreed to between a city and a county pursuant to Section 99 of the Revenue and Taxation Code regarding an annexation subject to this subdivision without affecting any existing master tax sharing agreement between the city and county.* The existing master tax-sharing agreement applies. This factor is met.

**WHEREAS**, the Commission does hereby make the following findings and determinations regarding the proposal:

1. The subject island annexations are consistent with the City of Fairfield's SOI.
2. The Commission has considered the factors in the review of a proposal pursuant to GC §56668 a-q.
3. The Commission waives the Conducting Authority Proceeding/Protest Proceeding consistent with GC §53675 and GC §56375.3 *et seq.*
4. The Commission determines that annexation of the proposal area promotes the logical



## Agenda Item 7.A Fairfield Island Annexation Phase 1

extension of municipal services and efficient government services because it is an unincorporated island that is substantially surrounded by the City of Fairfield.

5. The subject proposal area is “uninhabited” as defined by Government Code (GC) §56079.5. Application for the subject annexation is made subject to GC §56650 et seq. by resolutions of the City of Fairfield.
6. The boundaries are definite and certain and conform to lines of ownership and parcel lines. The detachment will provide a logical and orderly boundary for the Solano Irrigation District.
7. The Fairfield Island Annexations Phase 1 to be consistent with California Environmental Quality Act (CEQA) through (LAFCO Reso 2023-XX):
  - Notice of Exemption §15319 and §15303 for Pittman Road
  - Reaffirm the City of Fairfield’s Mitigated Negative Declaration for Sunset Avenue Apartments (SCH# 2022080702)
  - Reaffirm the City of Fairfield’s Mitigated Negative Declaration for Blessed Baptist Church
8. The subject annexations and detachments are in the best interests of the citizens within the affected area.
9. The subject annexations will not result in negative impacts on the cost and adequacy of services otherwise provided by the City of Fairfield to adjacent areas within their service boundaries.
10. The Fairfield Island Annexations Phase 1 will result in a loss of \$2,120.36 tax base from Solano County, Special Road Fund 108, Cordelia Fire Protection District, and Suisun Fire Protection District and a gain of the same amount for the City of Fairfield.
11. Commission determines that upon the adoption of the conditions of approval including financial mitigation for the Cordelia Fire Protection District, and Suisun Fire District, that the proposal is consistent with its adopted written Standards 1-11.

**NOW, THEREFORE, BE IT HEREBY RESOLVED, DETERMINED AND ORDERED** as follows:

1. The Fairfield Island Annexation Phase 1, specifically the Pittman Road Island; is approved, subject to the conditions listed below.
2. The Pittman Road island territory is annexed as proposed and as set forth and described in the attached descriptive map and geographical description marked “Exhibit A” and by this reference incorporated herein.
3. Pursuant to §15319 and §15303 of the CEQA Guidelines, LAFCO finds the project to be categorically exempt from CEQA.
4. The Pittman Road island territory includes approximately 8.10 acres and is found to be uninhabited, and the territory is assigned the following short form designation:

## Agenda Item 7.A Fairfield Island Annexation Phase 1

## Fairfield Island Annexations Phase 1

5. The proposal area shall be removed from the sphere of influence of the Solano Irrigation District concurrent with the subject detachment.
6. The following changes of organization or reorganization are approved:
  - Annexation into City of Fairfield
  - Annexation into Fairfield-Suisun Sewer District
  - Detachment from Cordelia Fire Protection District
  - Detachment from Special Road Fund 108
  - Detachment from Solano County Lighting Service Area
7. All subsequent proceedings in connection with this annexation shall be conducted only in compliance with the approved boundaries and conditions set forth in the attachments and any terms and conditions specified in this resolution.
8. Conducting Authority proceedings are waived.
9. The Executive Officer is hereby directed to file a Notice of Exemption in compliance with the California Environmental Quality Act and local ordinances implementing the same.

Terms and Conditions of Approval per GC Sections: 56885, 56885.5, and 56886:

1. The Commission orders the change of organization without an election as provided by GC §53675 and GC §56375.3.
2. Immediately following LAFCO approval, the City shall submit a warrant to Solano LAFCO for the CA State Board of Equalization in the amount of \$500.00.
3. Immediately following LAFCO approval, the City shall submit a warrant to Solano LAFCO for \$768.00. (\$128.00 per parcel)
4. The effective date of the change of organization shall be the date of the recordation made with the County Recorder of the Certificate of Completion per GC Section 57202.
5. To fulfill the agreements between the property owners and the fire protection districts consistent with Solano LAFCO Standard No. 11, Fairfield Island Annexation Phase 1 shall submit proof of payment to the Suisun Fire Protection District of \$15,542.77 and \$19,122.85 to Cordelia Fire Protection District to mitigate impacts.
6. Prior to signing the Certificate of Completion for Fairfield Island Annexations Phase 1, the Fairfield Island Annexations Phase 2 application shall be submitted and deemed complete.

**I HEREBY CERTIFY** that the foregoing resolution was duly passed and adopted by the Local Agency Formation Commission of Solano County at a regular meeting, held on the 14th day of July 2023, by the following vote:

Agenda Item 7.A Fairfield Island Annexation Phase 1

AYES:  
NOES:  
ABSENT:

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Nancy Shopay, Chair  
Presiding Officer Solano LAFCO

ATTEST:

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Christina Love, Deputy Executive Officer

Exhibit A – Legal Description and Map Pittman Road Property

Agenda Item 7.A Fairfield Island Annexation Phase 1

7.A Action Item: Sunset Apartments Approval

**LAFCO RESOLUTION NO. 2023-xx**

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION  
OF SOLANO COUNTY APPROVING THE ANNEXATION OF THE SUNSET AVENUE  
APARTMENT SITE TO THE CITY OF FAIRFIELD AND RELATED DISTRICT  
REORGANIZATIONS, (APN 0037-060-480 AND 0037-060-490) (2.08 ACRES)  
(LAFCO PROJECT 2023-05)**

**WHEREAS**, the City of Fairfield filed an application initiation by City resolutions to annex island territories into the City of Fairfield with the Executive Officer of this Local Agency Formation Commission pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act, commencing with Section §56000, et seq. of the Government Code by the City of Fairfield; and

**WHEREAS**, the City of Fairfield requested to annex approximately 15.1 acres that consist of 3 separate islands broken into 6 parcels more generally referred to as: Pittman Road (APNs 0044-080-170, 0044-080-160), Sunset Apartments (APNs, 0037-160-040, 0037-160-060,) and Blessed Baptist Church (APNs 0037-060-480, 0037-060-490); and

**WHEREAS**, the Commission's action will also approve the following:

- Annexation into Fairfield-Suisun Sewer District
- Detachment from Cordelia Fire Protection District
- Detachment from Special Road Fund 108
- Detachment from Solano County Lighting Service Area; and

**WHEREAS**, the Executive Officer has examined the proposal and certified that it is complete and has accepted the proposal for filing as of April 6, 2023; and

**WHEREAS**, the City of Vacaville and Solano County have agreed to use the Master Property Tax Transfer Agreement as authorized pursuant to California Revenue and Tax Code Section 99(d); and

**WHEREAS**, the Executive Officer, pursuant to Government Code §56375 and §56375.3 has reviewed this proposal and prepared a report including his recommendations, and has furnished a copy of this report to each person entitled to a copy; and

**WHEREAS**, the City of Fairfield, as the lead agency, adopted a Mitigated Negative Declaration (SCH# 2022080702) finding that the annexation of the Sunset Apartments island has a less than significant impact at a duly notice City Council hearing on December 6, 2022; and,

**WHEREAS**, the Commission has received, heard, discussed and considered all oral and written testimony related to the proposal, including but not limited to comments and objections, the staff report and recommendation, the environmental document and determination, plans for providing service, spheres of influence, and the City's general plan; and,

## Agenda Item 7.A Fairfield Island Annexation Phase 1

**WHEREAS**, the Commission has considered and made findings with respect to the reorganization's compliance with Solano LAFCO's "Standards for Evaluation of Annexation Proposals"; and,

**WHEREAS**, LAFCO finds that the Fairfield Island Annexations Phase 1 meets the following Statutory Requirements for Islands GC GC §56375(a)(4):

A commission shall not disapprove an annexation to a city, initiated by resolution, of contiguous territory that the commission finds is any of the following:

*(A) Surrounded or substantially surrounded by the city to which the annexation is proposed or by that city and a county boundary or the Pacific Ocean if the territory to be annexed is substantially developed or developing, is not prime agricultural land as defined in Section 56064, is designated for urban growth by the general plan of the annexing city, and is not within the sphere of influence of another city.* A-PR is 74% surrounded by the City of Fairfield and is only accessible from a city road. Therefore this island is substantially surrounded by the City. B-SA is 100% surrounded by the City of Fairfield. C-BBC is 80% surrounded by the City of Fairfield and 20% surrounded by Suisun City. It is only accessible from a Fairfield roadway. Therefore, this island is substantially surrounded by the City. The islands are not prime agricultural land under §56064. This factor is met for each island.

*(B) Located within an urban service area that has been delineated and adopted by a commission, which is not prime agricultural land, as defined by Section 56064, and is designated for urban growth by the general plan of the annexing city.* All the islands are within the City of Fairfield urban service area/SOI as adopted by LAFCO without prime agricultural land under §56064 and are all part of the existing Fairfield General Plan. This factor is met.

*(C) An annexation or reorganization of unincorporated islands meeting the requirements of Section 56375.3.* See the next section for a detailed discussion. This factor is met.

**WHEREAS**, LAFCO finds that the Fairfield Island Annexations Phase 1 meets the following Statutory Requirements for Islands GC §56375.3 (a) and (b):

Island annexations may be approved without protest and election if all of the following requirements are met:

*(1) The change of organization or reorganization is initiated on or after January 1, 2000.* The City of Fairfield initiated the island annexations in 2021 and 2022. This factor is met.

*(2) The change of organization or reorganization is proposed by resolution adopted by the affected city.* This factor is met. Fairfield approved each island annexation by individual resolutions as follows:

A-PR: City Council Resolution 2022-301 (Appendices A.1)

B-SA: City Council Resolution 2022-342 (Appendices B.1)

C-BBC: City Council Resolution 2022-20 (Appendices C.1)

*(3) It does not exceed 150 acres in area, and that area constitutes the entire island.* The annexation project is a total of 15.1 acres. This factor is met.

*(4) The territory constitutes an entire unincorporated island located within the limits of a city, or constitutes a reorganization containing a number of individual unincorporated*

## Agenda Item 7.A Fairfield Island Annexation Phase 1

*islands*. Each island annexation constitutes the entire unincorporated island. This factor met.

*(5) It is surrounded in either of the following ways: (a) Surrounded, or substantially surrounded, by the city to which annexation is proposed or by the city and a county boundary or the Pacific Ocean. Or (b) Surrounded by the city to which annexation is proposed and adjacent cities.* Island A-PR is 74% surrounded by the City of Fairfield making it substantially surrounded by the city that requests to annex. Island B-SA is 100% surrounded by the City of Fairfield making it surrounded by the city that requests to annex. Island C-BBC is 80% surrounded by the City of Fairfield and 20% surrounded by the City of Suisun making it substantially surrounded by the city that requests to annex. This factor is met.

*(6) It is substantially developed or developing. The finding required by this paragraph shall be based upon one or more factors, including, but not limited to, any of the following factors: (a) The availability of public utility services. (b) The presence of public improvements. (c) The presence of physical improvements upon the parcel or parcels within the area.* Each island is adjacent to existing public utilities and public improvements within the existing roadways. They are also adjacent to parcels with physical improvements. This factor is met

*(7) It is not prime agricultural land, as defined by Section 56064.* The islands do not have prime agricultural land under §56064. This factor is met.

*(8) It will benefit from the change of organization or reorganization or is receiving benefits from the annexing city.* The islands will have access to municipal services provided by the City and Fairfield-Suisun Sewer District. Additionally, the small, vacant parcels will be able to develop under City standards, which allow more options than County. This factor is met.

*(9) This subdivision does not apply to any unincorporated island within a city that is a gated community where services are currently provided by a community services district.* This project does not include a subdivision. Additionally, no gated communities are included. This factor is met.

*(10) Notwithstanding any other law, at the option of either the city or the county, a separate property tax transfer agreement may be agreed to between a city and a county pursuant to Section 99 of the Revenue and Taxation Code regarding an annexation subject to this subdivision without affecting any existing master tax sharing agreement between the city and county.* The existing master tax-sharing agreement applies. This factor is met.

**WHEREAS**, the Commission does hereby make the following findings and determinations regarding the proposal:

1. The subject island annexations are consistent with the City of Fairfield's SOI.
2. The Commission has considered the factors in the review of a proposal pursuant to GC §56668 a-q.
3. The Commission waives the Conducting Authority Proceeding/Protest Proceeding consistent with GC §53675 and GC §56375.3 *et seq.*
4. The Commission determines that annexation of the proposal area promotes the logical

## Agenda Item 7.A Fairfield Island Annexation Phase 1

extension of municipal services and efficient government services because it is an unincorporated island that is substantially surrounded by the City of Fairfield.

5. The subject proposal area is “uninhabited” as defined by Government Code (GC) §56079.5. Application for the subject annexation is made subject to GC §56650 et seq. by resolutions of the City of Fairfield.
6. The boundaries are definite and certain and conform to lines of ownership and parcel lines. The detachment will provide a logical and orderly boundary for the Solano Irrigation District.
7. The Fairfield Island Annexations Phase 1 to be consistent with California Environmental Quality Act (CEQA) through (LAFCO Reso 2023-XX):
  - Notice of Exemption §15319 and §15303 for Pittman Road
  - Reaffirm the City of Fairfield’s Mitigated Negative Declaration for Sunset Avenue Apartments (SCH# 2022080702)
  - Reaffirm the City of Fairfield’s Mitigated Negative Declaration for Blessed Baptist Church
8. The subject annexations and detachments are in the best interests of the citizens within the affected area.
9. The subject annexations will not result in negative impacts on the cost and adequacy of services otherwise provided by the City of Fairfield to adjacent areas within their service boundaries.
10. The Fairfield Island Annexations Phase 1 will result in a loss of \$2,120.36 tax base from Solano County, Special Road Fund 108, Cordelia Fire Protection District, and Suisun Fire Protection District and a gain of the same amount for the City of Fairfield.
11. Commission determines that upon the adoption of the conditions of approval including financial mitigation for the Cordelia Fire Protection District, and Suisun Fire District, that the proposal is consistent with its adopted written Standards 1-11.

**NOW, THEREFORE, BE IT HEREBY RESOLVED, DETERMINED AND ORDERED** as follows:

1. The Fairfield Island Annexation Phase 1, specifically the Sunset Apartments island; is approved, subject to the conditions listed below.
2. The Sunset Apartments island territory is annexed as proposed and as set forth and described in the attached descriptive map and geographical description marked “Exhibit A” and by this reference incorporated herein.
3. Pursuant to CEQA §15096, LAFCO reaffirms the City of Fairfield's Mitigated Negative Declaration for Sunset Apartments (SCH# 2022080702).
4. The Sunset Apartments island territory includes approximately 2.08 acres and is found to be uninhabited, and the territory is assigned the following short form designation:

## Agenda Item 7.A Fairfield Island Annexation Phase 1

## Fairfield Island Annexations Phase 1

5. The proposal area shall be removed from the sphere of influence of the Solano Irrigation District concurrent with the subject detachment.
6. The following changes of organization or reorganization are approved:
  - Annexation into City of Fairfield
  - Annexation into Fairfield-Suisun Sewer District
  - Detachment from Cordelia Fire Protection District
  - Detachment from Special Road Fund 108
  - Detachment from Solano County Lighting Service Area
7. All subsequent proceedings in connection with this annexation shall be conducted only in compliance with the approved boundaries and conditions set forth in the attachments and any terms and conditions specified in this resolution.
8. Conducting Authority proceedings are waived.
9. The Executive Officer is hereby directed to file a Notice of Exemption in compliance with the California Environmental Quality Act and local ordinances implementing the same.

Terms and Conditions of Approval per GC Sections: 56885, 56885.5, and 56886:

1. The Commission orders the change of organization without an election as provided by GC §53675 and GC §56375.3.
2. Immediately following LAFCO approval, the City shall submit a warrant to Solano LAFCO for the CA State Board of Equalization in the amount of \$350.00.
3. Immediately following LAFCO approval, the City shall submit a warrant to Solano LAFCO for \$768.00. (\$128.00 per parcel)
4. The effective date of the change of organization shall be the date of the recordation made with the County Recorder of the Certificate of Completion per GC §57202.
5. To fulfill the agreements between the property owners and the fire protection districts consistent with Solano LAFCO Standard No. 11, Fairfield Island Annexation Phase 1 shall submit proof of payment to the Suisun Fire Protection District of \$15,542.77 and \$19,122.85 to Cordelia Fire Protection District to mitigate impacts.
6. Prior to signing the Certificate of Completion for Fairfield Island Annexations Phase 1, the Fairfield Island Annexations Phase 2 application shall be submitted and deemed complete.

**I HEREBY CERTIFY** that the foregoing resolution was duly passed and adopted by the Local Agency Formation Commission of Solano County at a regular meeting, held on the 14th day of July 2023, by the following vote:



Agenda Item 7.A Fairfield Island Annexation Phase 1

AYES:  
NOES:  
ABSENT:

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Nancy Shopay, Chair  
Presiding Officer Solano LAFCO

ATTEST:

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Christina Love, Deputy Executive Officer

Exhibit A – Legal Description and Map Sunset Apartments Property

Agenda Item 7.A Fairfield Island Annexation Phase 1

7.A Action Item: Blessed Baptist Church Approval  
**LAFCO RESOLUTION NO. 2023-xx**

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION OF SOLANO COUNTY APPROVING THE ANNEXATION OF THE BLESSED BAPTIST CHURCH SITE TO THE CITY OF FAIRFIELD AND RELATED DISTRICT REORGANIZATIONS, (APN 0037-160-040 AND 0037-160-060) (4.72 ACRES) (LAFCO PROJECT 2023-05)**

**WHEREAS**, the City of Fairfield filed an application initiation by City resolutions to annex island territories into the City of Fairfield with the Executive Officer of this Local Agency Formation Commission pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act, commencing with Section §56000, et seq. of the Government Code by the City of Fairfield; and

**WHEREAS**, the City of Fairfield requested to annex approximately 15.1 acres that consist of 3 separate islands broken into 6 parcels more generally referred to as: Pittman Road (APNs 0044-080-170, 0044-080-160), Sunset Apartments (APNs, 0037-160-040, 0037-160-060,) and Blessed Baptist Church (APNs 0037-060-480, 0037-060-490); and

**WHEREAS**, the Commission’s action will also approve the following:

- Annexation into Fairfield-Suisun Sewer District
- Detachment from Cordelia Fire Protection District
- Detachment from Special Road Fund 108
- Detachment from Solano County Lighting Service Aera; and

**WHEREAS**, the Executive Officer has examined the proposal and certified that it is complete and has accepted the proposal for filing as of April 6, 2023; and

**WHEREAS**, the City of Vacaville and Solano County have agreed to use the Master Property Tax Transfer Agreement as authorized pursuant to California Revenue and Tax Code Section 99(d); and

**WHEREAS**, the Executive Officer, pursuant to Government Code §56375 and §56375.3 has reviewed this proposal and prepared a report including his recommendations, and has furnished a copy of this report to each person entitled to a copy; and

**WHEREAS**, the City of Fairfield, as the lead agency, adopted a Mitigated Negative Declaration for the Blessed Baptist Church development and annexation at a duly notice City Council hearing on January 19, 2021; and,

**WHEREAS**, the Commission has received, heard, discussed and considered all oral and written testimony related to the proposal, including but not limited to comments and objections, the staff report and recommendation, the environmental document and determination, plans for providing service, spheres of influence, and the City’s general plan; and,

**Commissioners**

John Vasquez, Chair • Nancy Shopay, Vice-Chair • Ron Rowlett • Harry Price • Jim Spring

**Alternate Commissioners**

Robert Guerrero • Ron Kott • Mitch Mashburn

**Staff**

Rich Seithel, Executive Officer • Christina Love, Deputy Executive Officer • Aaron Norman, Analyst II • Mala Subramanian, Lead Legal Counsel

## Agenda Item 7.A Fairfield Island Annexation Phase 1

**WHEREAS**, the Commission has considered and made findings with respect to the reorganization's compliance with Solano LAFCO's "Standards for Evaluation of Annexation Proposals"; and,

**WHEREAS**, LAFCO finds that the Fairfield Island Annexations Phase 1 meets the following Statutory Requirements for Islands GC GC §56375(a)(4):

A commission shall not disapprove an annexation to a city, initiated by resolution, of contiguous territory that the commission finds is any of the following:

*(A) Surrounded or substantially surrounded by the city to which the annexation is proposed or by that city and a county boundary or the Pacific Ocean if the territory to be annexed is substantially developed or developing, is not prime agricultural land as defined in Section 56064, is designated for urban growth by the general plan of the annexing city, and is not within the sphere of influence of another city.* A-PR is 74% surrounded by the City of Fairfield and is only accessible from a city road. Therefore this island is substantially surrounded by the City. B-SA is 100% surrounded by the City of Fairfield. C-BBC is 80% surrounded by the City of Fairfield and 20% surrounded by Suisun City. It is only accessible from a Fairfield roadway. Therefore, this island is substantially surrounded by the City. The islands are not prime agricultural land under §56064. This factor is met for each island.

*(B) Located within an urban service area that has been delineated and adopted by a commission, which is not prime agricultural land, as defined by Section 56064, and is designated for urban growth by the general plan of the annexing city.* All the islands are within the City of Fairfield urban service area/SOI as adopted by LAFCO without prime agricultural land under §56064 and are all part of the existing Fairfield General Plan. This factor is met.

*(C) An annexation or reorganization of unincorporated islands meeting the requirements of Section 56375.3.* See the next section for a detailed discussion. This factor is met.

**WHEREAS**, LAFCO finds that the Fairfield Island Annexations Phase 1 meets the following Statutory Requirements for Islands GC §56375.3 (a) and (b):

Island annexations may be approved without protest and election if all of the following requirements are met:

*(1) The change of organization or reorganization is initiated on or after January 1, 2000.* The City of Fairfield initiated the island annexations in 2021 and 2022. This factor is met.

*(2) The change of organization or reorganization is proposed by resolution adopted by the affected city.* This factor is met. Fairfield approved each island annexation by individual resolutions as follows:

A-PR: City Council Resolution 2022-301 (Appendices A.1)

B-SA: City Council Resolution 2022-342 (Appendices B.1)

C-BBC: City Council Resolution 2022-20 (Appendices C.1)

*(3) It does not exceed 150 acres in area, and that area constitutes the entire island.* The annexation project is a total of 15.1 acres. This factor is met.

*(4) The territory constitutes an entire unincorporated island located within the limits of a city, or constitutes a reorganization containing a number of individual unincorporated*

## Agenda Item 7.A Fairfield Island Annexation Phase 1

*islands*. Each island annexation constitutes the entire unincorporated island. This factor met.

*(5) It is surrounded in either of the following ways: (a) Surrounded, or substantially surrounded, by the city to which annexation is proposed or by the city and a county boundary or the Pacific Ocean. Or (b) Surrounded by the city to which annexation is proposed and adjacent cities.* Island A-PR is 74% surrounded by the City of Fairfield making it substantially surrounded by the city that requests to annex. Island B-SA is 100% surrounded by the City of Fairfield making it surrounded by the city that requests to annex. Island C-BBC is 80% surrounded by the City of Fairfield and 20% surrounded by the City of Suisun making it substantially surrounded by the city that requests to annex. This factor is met.

*(6) It is substantially developed or developing. The finding required by this paragraph shall be based upon one or more factors, including, but not limited to, any of the following factors: (a) The availability of public utility services. (b) The presence of public improvements. (c) The presence of physical improvements upon the parcel or parcels within the area.* Each island is adjacent to existing public utilities and public improvements within the existing roadways. They are also adjacent to parcels with physical improvements. This factor is met

*(7) It is not prime agricultural land, as defined by Section 56064.* The islands do not have prime agricultural land under §56064. This factor is met.

*(8) It will benefit from the change of organization or reorganization or is receiving benefits from the annexing city.* The islands will have access to municipal services provided by the City and Fairfield-Suisun Sewer District. Additionally, the small, vacant parcels will be able to develop under City standards, which allow more options than County. This factor is met.

*(9) This subdivision does not apply to any unincorporated island within a city that is a gated community where services are currently provided by a community services district.* This project does not include a subdivision. Additionally, no gated communities are included. This factor is met.

*(10) Notwithstanding any other law, at the option of either the city or the county, a separate property tax transfer agreement may be agreed to between a city and a county pursuant to Section 99 of the Revenue and Taxation Code regarding an annexation subject to this subdivision without affecting any existing master tax sharing agreement between the city and county.* The existing master tax-sharing agreement applies. This factor is met.

**WHEREAS**, the Commission does hereby make the following findings and determinations regarding the proposal:

1. The subject island annexations are consistent with the City of Fairfield's SOI.
2. The Commission has considered the factors in the review of a proposal pursuant to GC §56668 a-q.
3. The Commission waives the Conducting Authority Proceeding/Protest Proceeding consistent with GC §53675 and GC §56375.3 *et seq.*
4. The Commission determines that annexation of the proposal area promotes the logical

## Agenda Item 7.A Fairfield Island Annexation Phase 1

extension of municipal services and efficient government services because it is an unincorporated island that is substantially surrounded by the City of Fairfield.

5. The subject proposal area is “uninhabited” as defined by Government Code (GC) §56079.5. Application for the subject annexation is made subject to GC §56650 et seq. by resolutions of the City of Fairfield.
6. The boundaries are definite and certain and conform to lines of ownership and parcel lines. The detachment will provide a logical and orderly boundary for the Solano Irrigation District.
7. The Fairfield Island Annexations Phase 1 to be consistent with California Environmental Quality Act (CEQA) through (LAFCO Reso 2023-XX):
  - Notice of Exemption §15319 and §15303 for Pittman Road
  - Reaffirm the City of Fairfield’s Mitigated Negative Declaration for Sunset Avenue Apartments (SCH# 2022080702)
  - Reaffirm the City of Fairfield’s Mitigated Negative Declaration for Blessed Baptist Church
8. The subject annexations and detachments are in the best interests of the citizens within the affected area.
9. The subject annexations will not result in negative impacts on the cost and adequacy of services otherwise provided by the City of Fairfield to adjacent areas within their service boundaries.
10. The Fairfield Island Annexations Phase 1 will result in a loss of \$2,120.36 tax base from Solano County, Special Road Fund 108, Cordelia Fire Protection District, and Suisun Fire Protection District and a gain of the same amount for the City of Fairfield.
11. Commission determines that upon the adoption of the conditions of approval including financial mitigation for the Cordelia Fire Protection District, and Suisun Fire District, that the proposal is consistent with its adopted written Standards 1-11.

**NOW, THEREFORE, BE IT HEREBY RESOLVED, DETERMINED AND ORDERED** as follows:

1. The Fairfield Island Annexation Phase 1, specifically the Blessed Baptist Church Island; is approved, subject to the conditions listed below.
2. The Blessed Baptist Church island territory is annexed as proposed and as set forth and described in the attached descriptive map and geographical description marked “Exhibit A” and by this reference incorporated herein.
3. Pursuant to §15319 and §15303 of the CEQA Guidelines, LAFCO finds the project to be categorically exempt from CEQA.
4. The Blessed Baptist Church island territory includes approximately 4.72 acres and is found to be uninhabited, and the territory is assigned the following short form designation:

## Agenda Item 7.A Fairfield Island Annexation Phase 1

## Fairfield Island Annexations Phase 1

5. The proposal area shall be removed from the sphere of influence of the Solano Irrigation District concurrent with the subject detachment.
6. The following changes of organization or reorganization are approved:
  - Annexation into City of Fairfield
  - Annexation into Fairfield-Suisun Sewer District
  - Detachment from Cordelia Fire Protection District
  - Detachment from Special Road Fund 108
  - Detachment from Solano County Lighting Service Aera
7. All subsequent proceedings in connection with this annexation shall be conducted only in compliance with the approved boundaries and conditions set forth in the attachments and any terms and conditions specified in this resolution.
8. Conducting Authority proceedings are waived.
9. The Executive Officer is hereby directed to file a Notice of Exemption in compliance with the California Environmental Quality Act and local ordinances implementing the same.

Terms and Conditions of Approval per GC Sections: 56885, 56885.5, and 56886:

1. The Commission orders the change of organization without an election as provided by GC §53675 and GC §56375.3.
2. Immediately following LAFCO approval, the City shall submit a warrant to Solano LAFCO for the CA State Board of Equalization in the amount of \$350.00.
3. Immediately following LAFCO approval, the City shall submit a warrant to Solano LAFCO for \$768.00. (\$128.00 per parcel)
4. The effective date of the change of organization shall be the date of the recordation made with the County Recorder of the Certificate of Completion per GC Section 57202.
5. To fulfill the agreements between the property owners and the fire protection districts consistent with Solano LAFCO Standard No. 11, Fairfield Island Annexation Phase 1 shall submit proof of payment to the Suisun Fire Protection District of \$15,542.77 and \$19,122.85 to Cordelia Fire Protection District to mitigate impacts.
6. Prior to signing the Certificate of Completion for Fairfield Island Annexations Phase 1, the Fairfield Island Annexations Phase 2 application shall be submitted and deemed complete.

**I HEREBY CERTIFY** that the foregoing resolution was duly passed and adopted by the Local Agency Formation Commission of Solano County at a regular meeting, held on the 14th day of July 2023, by the following vote:

Agenda Item 7.A Fairfield Island Annexation Phase 1

AYES:  
NOES:  
ABSENT:

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Nancy Shopay, Chair  
Presiding Officer Solano LAFCO

ATTEST:

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Christina Love, Deputy Executive Officer

Exhibit A – Legal Description and Map Blessed Baptist Church Property

## **APPENDIX A**

### **PITTMAN ROAD ISLAND DOCUMENTS**

1. City of Fairfield City Council Approval Actions
2. Will Serve Letters
3. Cordelia Fire Protection District Standard No. 11 Notice
4. Pittman Road Island Map and Legal Description



**CITY OF FAIRFIELD****RESOLUTION NO. 2021-301****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD FINDING THE PROPOSED ANNEXATION (ANX2020-001) OF ±8.07 ACRES LOCATED OFF OF PITTMAN ROAD (APNS: 0044-080-160 AND 0044-080-170) CONSISTENT WITH THE CITY'S GENERAL PLAN AND MUNICIPAL SERVICE REVIEW; AND REQUEST THE SOLANO LOCAL AGENCY FORMATION COMMISSION (LAFCO) TO INITIATE PROCEEDINGS FOR THE REORGANIZATION OF TERRITORY**

**WHEREAS**, On July 30, 2020, an Annexation application (ANX2020-001; ER2020-026) for a proposed 8.07-acre site annexation located off Pittman Road (APNs: 0044-080-170 and 0044-080-160) (Project) was properly filed with the Department of Community Development in accordance with the rules and regulations governing the official filing of such applications; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on May 26, 2021, approving Resolution 2021-013 recommending City Council find the proposed annexation consistent with the City's General Plan and Municipal Service Review; and request Solano Local Agency Formation Commission (LAFCO) to initiate proceedings for the reorganization of territory; and

**WHEREAS**, the commission has determined that the Project is categorically exempt (ER2020-026) from the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines, Section 15319 Annexation of Existing Facilities and Lots for Exempt Facilities) which exempts (a) annexations to a city of areas containing existing private uses and structures developed to the density allowed by the current zoning or pre-zoning of either the gaining or losing governmental agency, whichever is more restrictive, provided that the extension of utility services to the existing facilities would have a capacity to serve only the existing facilities; and (b) annexations of individual small parcels of the minimum size for facilities exempted by CEQA Guidelines Section 15303. The property proposed for annexation is developed with a single-family home to the density allowed by the zoning of Solano County, with no changes currently proposed to the existing structures. The City has the capacity to serve the property, and upon annexation will provide utility services. The Project is further exempt under Section 15061(b)(3) of the CEQA Guidelines, which states that CEQA only applies to projects which have the potential to have a significant effect on the environment. The annexation will not change the use of the property, and further environmental review will be conducted if development applications are submitted to the City; and

**WHEREAS**, the council has held a duly noticed public hearing on December 7, 2021. Substantial factual information regarding the proposed Project was presented in staff reports and through oral presentations before the council, and the council considered all public testimony and information presented during the public hearing regarding this application; and

**WHEREAS**, the council has determined the following findings exist in support of this Annexation request:

- (a) The proposed annexation is consistent with the goals, policies, and objectives of the General Plan. *The site is designated CS on the General Plan Land Use Diagram. The annexation is necessary order to obtain the provision of City services, such as sewer and water. The proposed annexation is consistent with the following General Plan Objectives: Objective LU 4: Achieve a rate of growth that is consistent with the provision of public facilities and services, that balances jobs and housing, and that does not result in the degradation of the natural environment. (See Objectives CI 1, PF 1, and ED 3). Policy LU 4.1: Expand the city limits only in conformance with the Comprehensive Annexation Plan. Objective ED 4: Select commercial and industrial locations which are convenient, while compatible with the growth and future service needs of the community. Policy PF 1.2: Encourage the concurrent (as opposed to piecemeal) annexation of adjacent unincorporated properties in order to facilitate the formation of assessment districts, Mello-Roos districts, and other financial mechanisms which will provide public facilities in an efficient and effective manner; and*
- (b) The proposed annexation would not be detrimental to the public interest, health, safety, or welfare of the city. *Annexation of the site would not be detrimental to the public interest, health, safety or welfare of the city. Annexation is necessary to facilitate future development of the site within the City of Fairfield. Future development proposals shall be subject to the review and approval of the City of Fairfield, including CEQA review, to ensure development will not bear an adverse effect on the general welfare of the surrounding neighborhoods and the City; and*
- (c) The proposed annexation is consistent with the 2012 Municipal Service Review. *The project site is within of the City's "Sphere of Influence" and has been analyzed in the most recent 2012 Municipal Service Review, where the site is identified as an annexation site within the City's planned growth areas (Section B.1.A). The Project will require LAFCO approval of the proposed reorganization.*

**WHEREAS**, the council desires to initiate proceedings pursuant to the Cortese-Knox-Hertberg Act of 2000, commencing with Section 56000 of the California Government Code, for a reorganization which would annex territory to the City.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:**

Section 1. The annexation of the property described in Exhibit A is hereby found consistent with the General Plan and Focused Municipal Service Review. The LAFCO is hereby requested to take proceedings for the annexation of territory as authorized and in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of December 2021, by the following vote:

AYES: COUNCILMEMBERS: PRICE / BERTANI / MOY / PANDURO / TIMM / TONNESEN / VACCARO

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

*Kevin T. Price*  
MAYOR

ATTEST:

*Karen L. Rees*  
CITY CLERK



# FAIRFIELD-SUISUN SEWER DISTRICT

1010 Chadbourne Road • Fairfield, California 94534 • (707) 429-8930 • [www.fssd.com](http://www.fssd.com)

8/3/2021

Enter File No.

Denova Homes  
1500 Willow Pass Court  
Concord, CA 94520  
Attention: Peter Giles

RE: Wastewater Service for Parcels 535 Pittman Rd and 475 Pittman Rd

Dear Mr. Giles:

Thank you for contacting the District regarding sewer service for 535 Pittman Rd (APN 0044080160) and 475 Pittman Rd (APN 0044080170) located in Old Cordelia, Fairfield.

According to our records, these parcels are currently being served by Fairfield-Suisun Sewer District (District) with a single service to each parcel. The District typically does not extend service to parcels outside the city limits of Fairfield and Suisun City, however according to an agreement initially recorded May 13, 2003 and amended in 2004 between Solano County and the District (attached), the Local Agency Formation Commission (LAFCO) identified parcels eligible for connection, this being the two parcels of interest. Per Subsection 2.1.c, sewer service is currently limited to a single unit per parcel.

Having said that, should you pursue the annexation of these parcels to the City of Fairfield as mentioned in your email dated July 29, 2021, the District is obligated to provide sewer service to all development within these parcels, in accordance with the established City zoning designations. Development of these parcels was considered in the District's most recent sewer model. About 8000 gallons per day are expected from the combined parcels in 2035. Any anticipated sewer flows above and beyond this amount will require a downstream collection system evaluation, and the developer is responsible for funding the evaluation as well as funding all projects required to address downstream sewer impacts. Also, note that capacity fees must be paid in order to secure entitlement to sewer capacity.

Should there be additional questions about this matter, feel free to reach out to either Meg Herston or Nellie Dimalanta. We look forward to working with you as developments are made for this area.

Sincerely,

*N Dimalanta*

Nellie Dimalanta  
GIS Coordinator

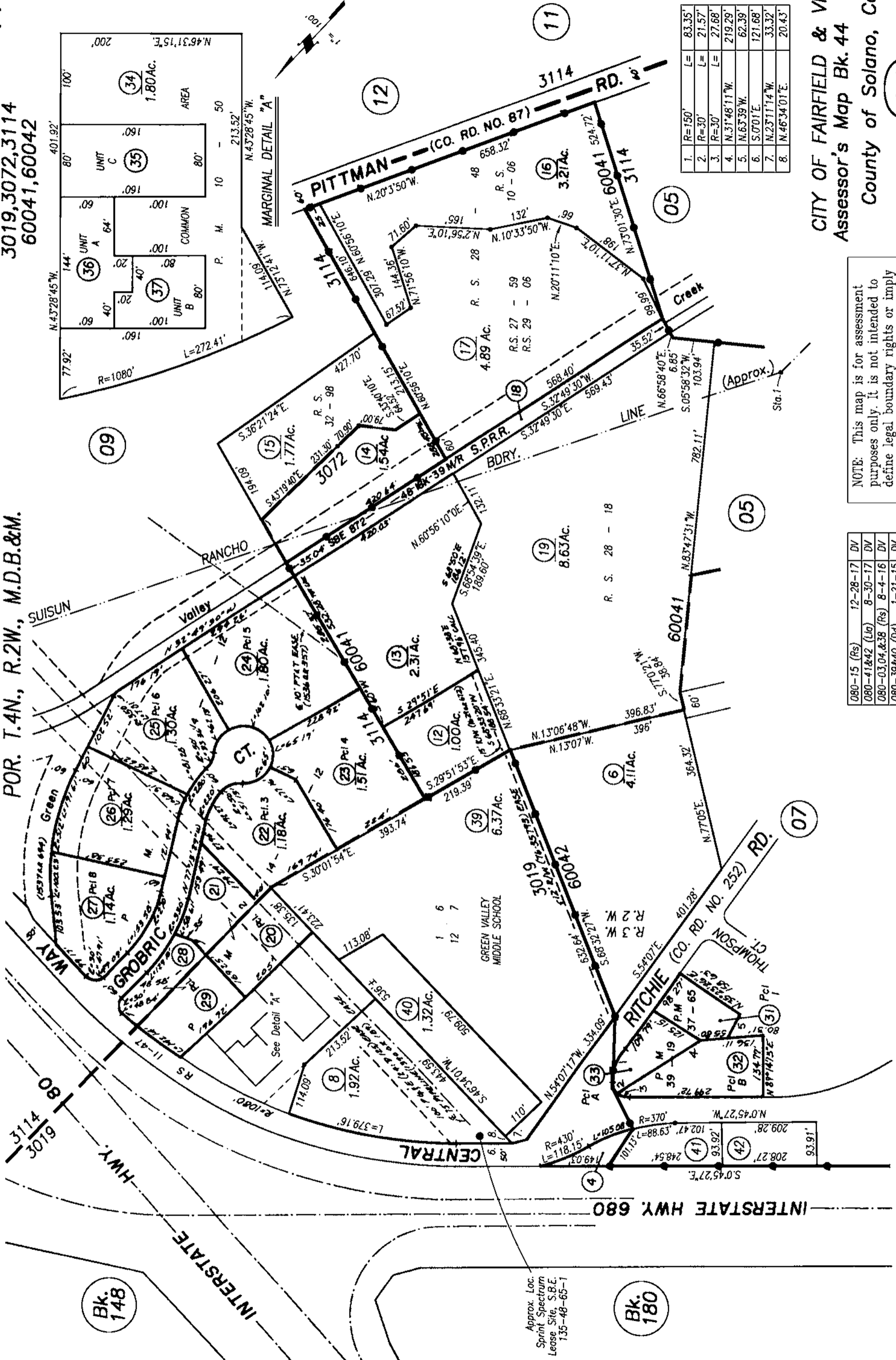
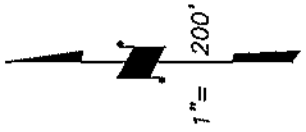
Attachments

cc:

44-08

Tax Area Code  
 3019,3072,3114  
 60041,60042

POR. LOT 37, SUISUN RANCHO  
 POR. T.4N., R.2W., M.D.B.&M.



1.	R=150'	L=	83.35'
2.	R=30'	L=	21.57'
3.	R=30'	L=	27.68'
4.	N.31°48'11"W		219.29'
5.	N.63°39'W		62.39'
6.	S.07°01'E		121.68'
7.	N.23°11'14"W		33.32'
8.	N.46°34'01'E		20.43'

NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with land division laws.

REVISION	DATE	BY
080-15 (Rs)	12-28-17	DV
080-41&42 (Ltg)	8-30-17	DV
080-03,04,&38 (Rs)	8-4-16	DV
080-39&40 (Dgd)	1-21-15	DV

Assessor's Block Numbers Shown in Ellipses, Assessor's Parcel Numbers Shown in Circles

CITY OF FAIRFIELD & VICINITY  
 Assessor's Map Bk. 44 Pg. 08  
 County of Solano, Calif.

18-19

## AGREEMENT TO PROVIDE DISPOSAL OF SEWAGE

THIS AGREEMENT is made and entered into this 13th day of May, 2003, by and between the FAIRFIELD-SUISUN SEWER DISTRICT, hereinafter referred to as "DISTRICT," and the COUNTY OF SOLANO, hereinafter referred to as "COUNTY."

### Recitals

WHEREAS, DISTRICT and COUNTY wish to enter into an agreement to provide for disposal of sewage emanating from certain buildings outside of the DISTRICT, and

WHEREAS, the DISTRICT'S enabling act allows the DISTRICT, pursuant to California Government Code Section 56133, to contract with COUNTY for disposal of sewage emanating from buildings outside of the DISTRICT if the District Board makes certain determinations; and

WHEREAS, a network of sewers exists, hereinafter referred to collectively as COLLECTION SYSTEM, which is capable of transporting sewage to DISTRICT'S sewage treatment plant; and

WHEREAS, DISTRICT operating under rules and regulations mandated by both state and federal regulations, is capable of providing said sewage service; and

WHEREAS, DISTRICT and COUNTY further wish to establish policies and procedures to govern the provision of sewer service to parcels within COUNTY that are connected to COLLECTION SYSTEM; and

WHEREAS, land parcels within the COUNTY connected to the COLLECTION SYSEM and receiving DISTRICT sanitary sewer service as of March 1, 2002 shall continue to be eligible to receive sewer service as shown in Attachment A "Existing Sewer Service Parcel Table – Suisun Valley Road"; Attachment B "Existing Sewer Service Parcel Map – Suisun Valley Road"; Attachment C "Existing Sewer Service Parcel Table – Old Cordelia"; and Attachment D "Existing Sewer Service Parcel Map – Old Cordelia", attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined that the Agreement furthers the protection of public health and safety and is in the best interests of the DISTRICT .

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties do hereby agree as follows:

### Agreement

1. SEWER CONNECTION POLICY. The DISTRICT AND COUNTY shall authorize connections to the COLLECTION SYSTEM as follows. For the purpose of this Agreement, "Connection" is defined as a sewer lateral directly or indirectly connecting a single parcel of land to COLLECTION SYSTEM for the purpose of providing sanitary sewer service to such parcel of land.
  - a. Eligible Parcels. Land parcels within the COUNTY eligible to connect to COLLECTION SYSTEM for the purpose of receiving DISTRICT sanitary sewer service under this Agreement are listed in Attachment E "Sewer Service Parcel Eligibility Table – Suisun Valley Road; Attachment F "Sewer Service Parcel Eligibility Map – Suisun Valley Road"; Attachment G "Sewer Service Parcel Eligibility Table – Old Cordelia"; and Attachment H

“Sewer Service Parcel Eligibility Map – Old Cordelia”, attached hereto and incorporated herein by reference. Eligible parcels may connect to the COLLECTION SYSTEM upon finding of a Sewage-related Health Hazard by the Solano County Health Officer or his duly authorized representative as defined in paragraph 1.b. below. Both parties acknowledge that Attachments E, F, G, and H are the initial lists and maps and may be modified by future amendments to this Agreement.

Existing Service Parcels and Eligible Parcels are hereinafter referred to as PARCELS.

- b. Sewage-related Health Hazard is defined as the ineffective treatment and disposal of waste water resulting in the surfacing of sewage effluent, the degradation of water quality, and/or any condition resulting from the use or operation of a sewage treatment and disposal system which creates the potential for the transmission of disease, illness or environmental pollution, as determined by the Solano County Health Officer or his duly authorized representative.
  - c. Connection to COLLECTION SYSTEM. Unless otherwise approved in writing by DISTRICT, all connections to COLLECTION SYSTEM shall be made with a single sewer lateral serving the PARCEL.
  - d. Secondary Living Units. In the case of PARCELS that are zoned RE-1 or RE-1/2, one (1) additional connection shall be permitted to provide sanitary sewer service to not more than one (1) secondary living unit on such PARCEL, provided the secondary living unit complies with all COUNTY zoning and land use laws and regulations. The sewer lateral serving the secondary living unit shall be connected to the sewer lateral for the primary structure, and shall not be connected directly to COLLECTION SYSTEM.
  - e. Number of Connections. No more than one (1) connection shall be permitted per PARCEL, except as permitted under Subparagraph 1.d.
  - f. Point of Connection. Sewer laterals shall be connected to the public sewer line in accordance with all of the requirements of the agency that owns the sewer line being connected to.
  - g. Fees. Owners of PARCELS who elect to connect to COLLECTION SYSTEM shall pay all fees established by DISTRICT for sewer connection and service. Fees shall be collected by DISTRICT. No permits, including building and encroachment permits, shall be issued by COUNTY to an owner of a PARCEL who elects to connect to COLLECTION SYSTEM until DISTRICT provides written notice to COUNTY that all fees have been paid.
2. LAFCO If required by the Local Agency Formation Commission (LAFCO), DISTRICT shall be responsible for applying to the LAFCO for timely approval of this Agreement and any amendment thereto, in accordance with California Government Code Section 56133, LAFCO Policy and any other applicable law or regulation. COUNTY shall supply all necessary and reasonable support services for said application to LAFCO and shall also be responsible for providing LAFCO with any appropriate documentation of a threat to the health and safety of the public or affected residents, as required by referenced Section 56133, LAFCO Policy or other applicable law or regulation.
  3. ADDITIONAL FEES. The DISTRICT evaluates changes in use to determine if additional sewer fees may be required. To this end, COUNTY shall notify DISTRICT of any applications for , expansion, remodeling, or other changes in use of buildings on connected PARCELS for the purpose of potential

requirement of additional sewer fees. The COUNTY shall not issue approval for such changes of use without prior written notice to DISTRICT and prior written notice by DISTRICT to COUNTY that all applicable fees have been paid.

4. REGULATIONS FOR SEWER USE AND CONNECTIONS, EXTENSIONS, OR MODIFICATIONS. All use of COLLECTION SYSTEM and connections, extensions, or modifications thereto shall comply with all laws and regulations of DISTRICT and the public agency that owns the public sewer line to which connection is made.
5. OPERATING AND MAINTENANCE COSTS. Billing and payment of O & M costs shall be conducted in accordance with DISTRICT laws and regulations. Non-payment or late payment for sewer service will be enforced in accordance with DISTRICT laws and regulations.
6. BILLING AND COLLECTION. DISTRICT shall be responsible for billing and collection. COUNTY agrees to allow DISTRICT to utilize COUNTY property tax bill for collection of fees for service to PARCELS in COUNTY.
7. UPDATED SEWER USER LIST. In order for DISTRICT to update its billing list for current sewer users, COUNTY will provide to DISTRICT a list of current property owners, and, if available, current renters for all PARCELS shown as connected in Attachments A, B, C, D, E, F, G, and H. The list shall include the following information if available: name, parcel number, street address, and mailing address. The COUNTY shall provide this list to DISTRICT within 45 days of the signing of this Agreement. The COUNTY shall provide an updated list to DISTRICT upon request up to annually.
8. INDEMNITY. DISTRICT shall defend, indemnify, save and hold harmless COUNTY, its Board members, officers, employees, and agents from any and all claims, demands, suits, costs, liability and expenses, including reasonable attorney's fees, for any damages, injury, sickness or death including liability for inverse condemnation, nuisance or trespass (collectively "liability") to the extent arising out of the DISTRICT's obligations under this Agreement, except to the extent liability arises out of the sole or active negligence or willful misconduct of COUNTY, its Board members, officers, employees or agents.

COUNTY shall defend, indemnify, save and hold harmless the DISTRICT, its officers, directors, employees and agents from any and all claims, demands suits, costs, liability and expenses, including reasonable attorney's fees, for any damages, injury, sickness or death, including liability for inverse condemnation, nuisance or trespass (collectively "liability") to the extent arising out of the COUNTY's obligations under this Agreement, except to the extent liability arises out of the sole or active negligence or willful misconduct of the DISTRICT, its officers, directors, employees or agents.

Nothing in this Agreement is intended to affect the legal liability of either party by imposing any standard of care different from the standard of care imposed by law.

9. ACCOUNTABILITY. Both parties shall strictly account for all funds directly related to this Agreement and shall report to the other, upon request, on all pertinent records and disbursements.



- 10. MODIFICATION. This Agreement shall be subject to modification only by a subsequent written agreement executed by both of the parties.
  
- 11. NOTICES. Any and all notices or documents required or desired to be delivered by the parties under this Agreement shall be deemed delivered: (1) upon hand delivery to the address below; (2) upon being sent and received via certified mail to the address below as evidenced by certified mail receipt; (3) upon being sent via facsimile to the telephone number below as evidenced by facsimile receipt; or (4) five days after being sent via first class mail. Facsimile transmission shall be promptly followed by first class mail. The addresses and facsimile numbers are as follows:

To DISTRICT:  
 General Manager/District Engineer  
 Fairfield-Suisun Sewer District  
 1010 Chadbourne Road  
 Fairfield, CA 94534-9700  
 Fax: (707) 429-1280

To COUNTY:  
 Director  
 Department of Environmental Management  
 470 Chadbourne Road, Suite 200  
 Fairfield, CA 94534  
 Fax: (707) 421-4805

- 12. INTERPRETATION. Both parties have had ample opportunity to comment upon the contents of this Agreement; therefore, the rule that ambiguities shall be construed against the drafter and any similar rules shall not apply.
  
- 13. TERM. This Agreement may be terminated for good cause by either party upon 180 days written notice to the other party, provided, however, that this Agreement may not be terminated with respect to those PARCELS that have already connected to the COLLECTION SYSTEM.

In WITNESS the parties hereto have executed this Agreement on the day first above written.

**FAIRFIELD-SUISUN SEWER DISTRICT**

**ATTEST:**

  
 \_\_\_\_\_  
 District Clerk

  
 \_\_\_\_\_  
 Board President

**SOLANO COUNTY**

**ATTEST:**

Michael D. Johnson, Clerk  
Of the Board of Supervisors

  
 \_\_\_\_\_  
 Duane Kromm, Chairman

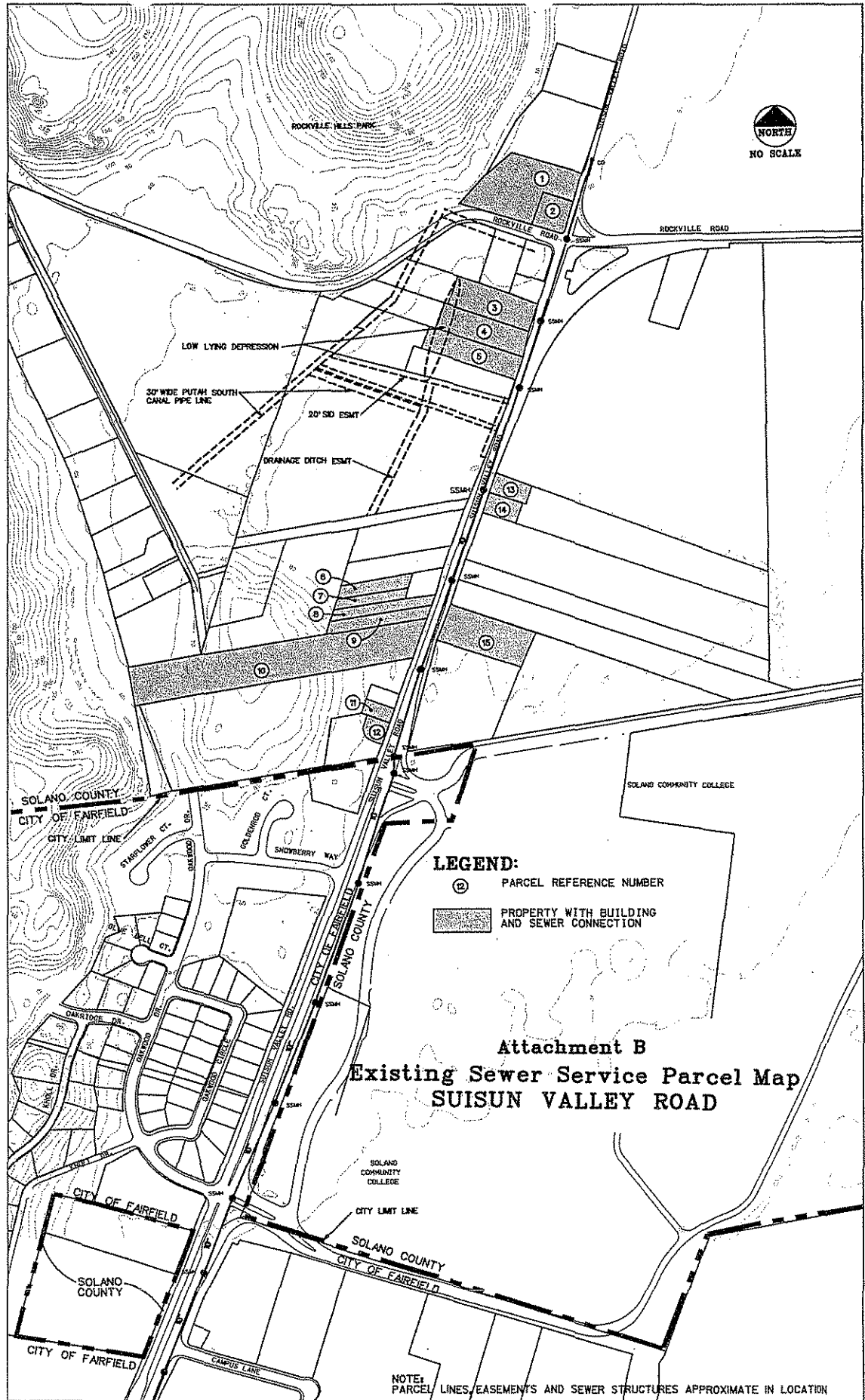
By:   
 \_\_\_\_\_  
 Maggie Jimenez, Deputy Clerk

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**ATTACHMENT A EXISTING SEWER SERVICE PARCEL TABLE-SUISUN VALLEY RD.**

REF. NO	PARCEL OWNER	SITE ADDRESS	AP NUMBER	LAND USE ZONES	ACREAGE
1	Ken Kemble Inc.	2100 Rockville Rd	0153 180 120	Neighborhood Commercial	1.52
2	Amelia Muratori	2291 Rockville Rd	0153 180 060	Neighborhood Commercial	0.66
3	Willy G & RM Fleeman	4141 Suisun Valley Rd	0027 141 110	Residential Estate 1 Ac Min.	1.05
4	Edward D & A Duley	4137 Suisun Valley Rd	0027 141 130	Residential Estate 1 Ac Min.	1.00
5	Tillie Bodhaine	4133 Suisun Valley Rd	0027 141 070	Residential Estate 1 Ac Min.	1.00
6	Steven A & Deborah A Morton	4075 Suisun Valley Rd	0027 180 050	Residential Estate 1 Ac Min.	0.43
7	Steven A & Deborah A Morton	4075 Suisun Valley Rd	0027 180 080	Residential Estate 1 Ac Min.	0.35
8	Steven A & Deborah A Morton	4075 Suisun Valley Rd	0027 180 070	Residential Estate 1 Ac Min.	0.52
9	Thomas E Huguenin	4069 Suisun Valley Rd	0027 180 060	Residential Estate 1 Ac Min.	0.63
10	Norman D & Jean Z Smith	4065 Suisun Valley Rd	0027 190 010	Residential Estate 1 Ac Min.	4.82
11	Mamerto F & Luz Z Daacion	4051 Suisun Valley Rd	0027 190 040	Residential Estate 1 Ac Min.	0.19
12	Matthew D & Tracy A Sttt	4047 Suisun Valley Rd	0027 190 100	Residential Estate 1 Ac Min.	0.22
13	David W Corbett	4100 Suisun Valley Rd	0027 200 190	Agriculture 40 Ac Min.	0.26
14	Ora P Berdell	4096 Suisun Valley Rd	0027 200 210	Agriculture 40 Ac Min.	0.24
15	Beatrice Louise Le	4066 Suisun Valley Rd	0027 210 100	Agriculture 40 Ac Min.	1.37

R:\planning\long range projects\fairfield-suisun sewer district\attachment A existing sewer service parcel table-suisun valley rd



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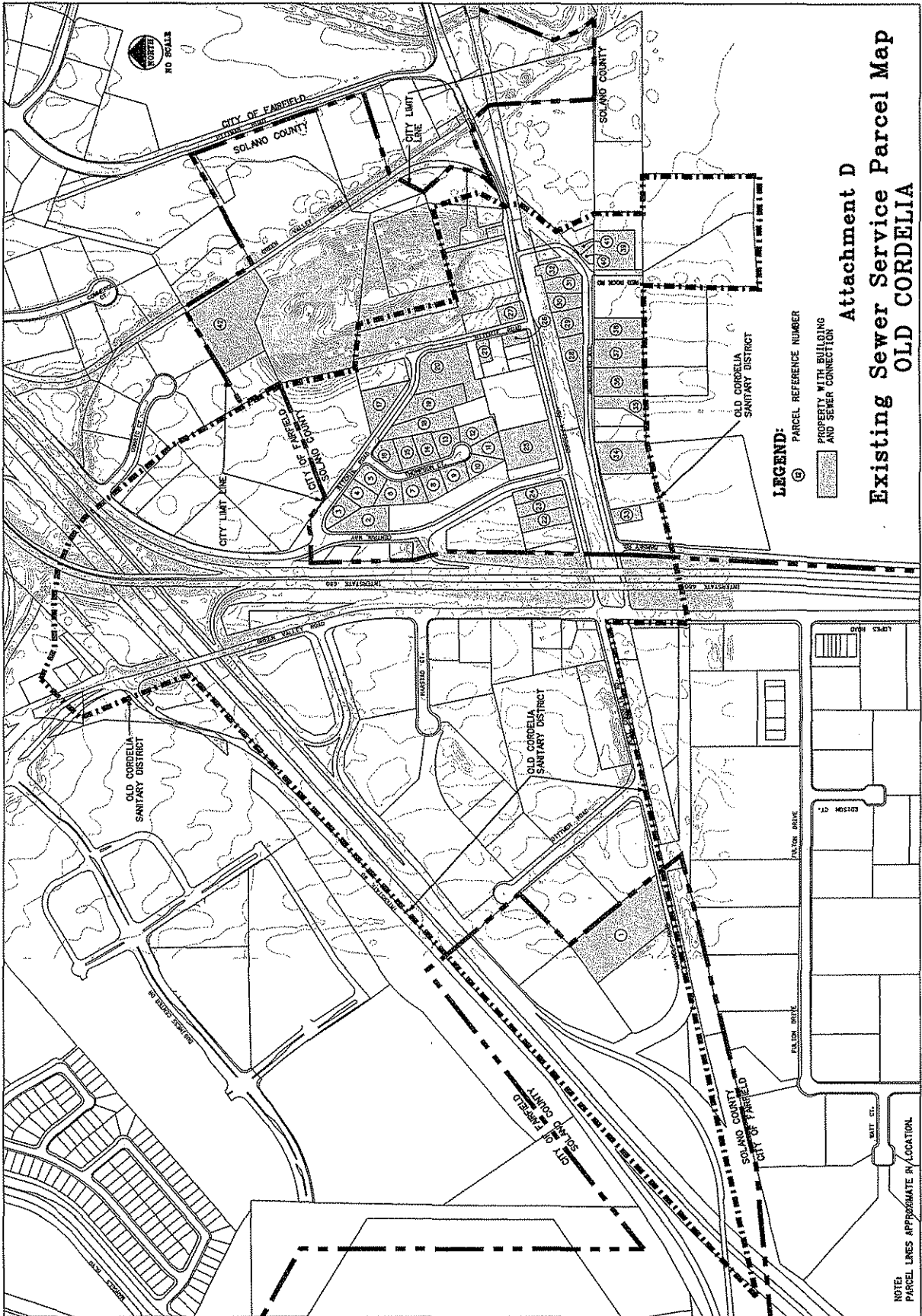
P 2 11

# ATTACHMENT C EXISTING SEWER SERVICE-OLD CORDELIA

REF. NO.	PARCEL OWNER	SITE ADDRESS	AP NUMBER	LAND USE ZONES	ACREAGE
1	Michael Caraway	9330 West Cordelia Rd	0180-120-040	General Manufacturing 1/2 Ac Min	3.02
2	Gerald H Lane	3620 Central Way	0045 300 320	Commercial Office	0.69
3	Fred G & Violet Weber	3621 Ritchie Rd	0045 300 330	Residential Estate 1/3 Ac Min.	0.35
4	Dominique J & Maude L Smith	3617 Ritchie Rd	0045 300 310	Residential Estate 1/3 Ac Min.	0.35
5	Todd J Hovde	3609 Thompson Ct	0045 081 300	Residential Estate 1/3 Ac Min.	0.35
6	Whitney M & CD Baker	3605 Thompson Ct	0045 081 310	Residential Estate 1/3 Ac Min.	0.38
7	Jeffrey F & LM Dittmer	3597 Thompson Ct	0045 081 160	Residential Estate 1/3 Ac Min.	0.33
8	Jack L & Anito O Durrent Sr	3591 Thompson Ct	0045 081 170	Residential Estate 1/3 Ac Min.	0.35
9	Jonathan O Stover	3587 Thompson Ct	0045 081 180	Residential Estate 1/3 Ac Min.	0.35
10	Mark A & Tracie L Magleby	3585 Thompson Ct	0045 081 190	Residential Estate 1/3 Ac Min.	0.34
11	Allan M & Linda Dailey	3583 Thompson Ct	0045 081 200	Residential Estate 1/3 Ac Min.	0.33
12	Victor B & Shauna Hardy	3582 Thompson Ct	0045 081 210	Residential Estate 1/3 Ac Min.	0.46
13	Stephen L & Susan M Laren	3588 Thompson Ct	0045 081 220	Residential Estate 1/3 Ac Min.	0.36
14	Mary R Ellsworth	3621 Thompson Ct	0045 081 230	Residential Estate 1/3 Ac Min.	0.36
15	Wanda G Hendrix	3600 Thompson Ct	0045 081 240	Residential Estate 1/3 Ac Min.	0.38
16	William P & Taffy L Paoli	3607 Ritchie Rd	0045 081 290	Residential Estate 1/3 Ac Min.	0.36
17	Ronald A & GL Plenovi	3602 Ritchie Rd	0045 082 020	Rural Residential 2 1/2 Ac Min.	0.69
18	Helen Maxine Lang	3603 Ritchie Rd	0045 081 010	Residential Estate 1/3 Ac Min.	0.72
19	John E Ellsworth	3599 Ritchie Rd	0045 081 020	Residential Estate 1/3 Ac Min.	0.88
20	Violet L Weber	3589,3593,3595 Ritchie Rd	0045 081 030	Residential Estate 1/3 Ac Min.	1.48
21	John E & Mary R Ellsworth	3577 Ritchie Rd	0045 090 010	Residential Estate 1/3 Ac Min.	0.17
22	John C & Linda McCulloch	2097 Cordelia Rd	0045 090 110	Residential Estate 1/3 Ac Min.	0.50
23	Ralph & Liy Etta Morrison	2101 Cordelia Rd	0045 090 100	Residential Estate 1/3 Ac Min.	0.41
24	John C & Linda McCulloch	2105 Cordelia Rd	0045 090 180	Residential Estate 1/3 Ac Min.	0.41
25	Jack McCulloch	2117, 2119 Cordelia Rd	0045 090 070	Residential Estate 1/3 Ac Min.	1.22
26	Roger G Deane	1000 Cordelia Rd	0045 090 030	Neighborhood Commercial	0.20
27	Cordelia Fire Protection Dist	2155 Cordelia Rd	0045 100 130	Rural Residential 2 1/2 Ac Min.	0.29
28	Rebeca A Tabert-Koslow	2137 Bridgeport Avenue	0045 131 060	Residential Estate 1/2 Ac Min.	0.76
29	Mary Margaret Renner	2145 Bridgeport Avenue	0045 131 070	Residential Estate 1/2 Ac Min.	0.45

REF. NO.	PARCEL OWNER	SITE ADDRESS	AP NUMBER	LAND USE ZONES	ACREAGE
30	Chloris M Kincaid	2151 Bridgeport Avenue	0045 131 020	Residential Estate 1/2 Ac Min.	0.36
31	Dale Eugene Kincaid	2159 Bridgeport Avenue	0045 131 030	Residential Estate 1/2 Ac Min.	0.39
32	Robert Snider Gartley	2165 Bridgeport Avenue	0045 131 040	Residential Estate 1/2 Ac Min.	0.36
33	Eileen Maguire	2100 Bridgeport Avenue	0045 140 040	Residential Estate 1/2 Ac Min.	0.28
34	Kenneth R & Gail L Bechtle	2110 Bridgeport Avenue	0045 140 060	Residential Estate 1/2 Ac Min.	1.00
35	Leroy & Eilen Maestas	2124 Bridgeport Avenue	0045 140 190	Residential Estate 1/2 Ac Min.	0.45
36	Dolores L Ruffer	2132 Bridgeport Avenue	0045 132 010	Residential Estate 1/2 Ac Min.	0.88
37	Aidene H Harper	2138 Bridgeport Avenue	0045 132 020	Residential Estate 1/2 Ac Min.	0.86
38	Sue D Pinkham	2146 Bridgeport Avenue	0045 132 030	Residential Estate 1/2 Ac Min.	0.66
39	John P & Myra A Lord	*No Site Address*	0045 132 060	Residential Estate 1/2 Ac Min.	1.00
40	Catherine D Collins	2166 Bridgeport Avenue	0045 132 070	Residential Estate 1/2 Ac Min.	0.10
41	Albert K & Carol Jean Guyan	2172 Bridgeport Avenue	0045 132 080	Residential Estate 1/2 Ac Min.	0.12
42	Johnson Lillian Collins Tr	3624 Ritchie Road	0045 300 130	Rural Residential 2 1/2 Ac Min.	2.31

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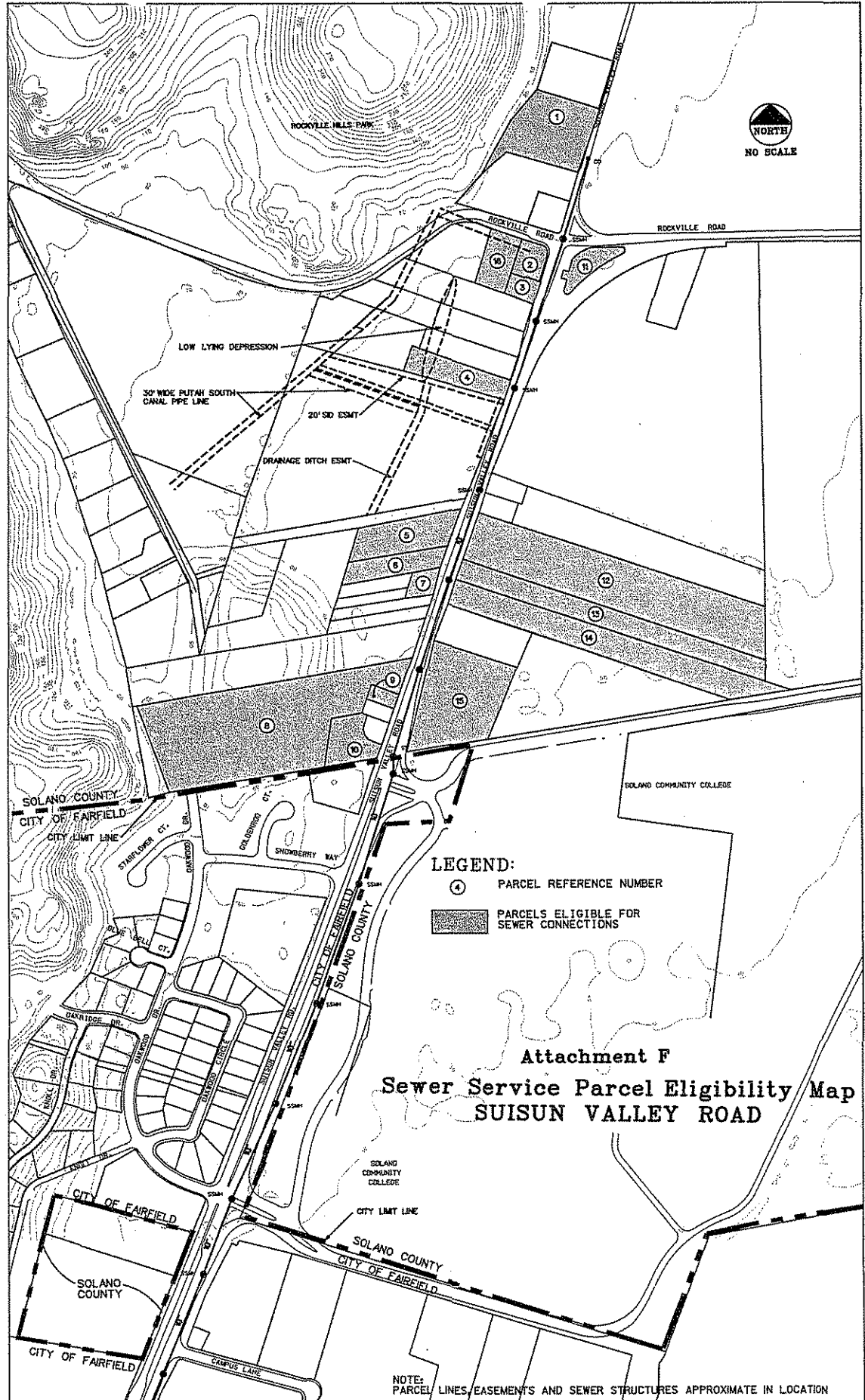


**ATTACHMENT E SEWER SERVICE PARCEL ELIGIBILITY TABLE-SUISUN VALLEY RD.**

REF. NO.	PARCEL OWNER	SITE ADDRESS	AP NUMBER	LAND USE ZONES	ACREAGE
1	Presbytery of the Redwoods	4177 Suisun Valley Rd	0153 180 040	Residential Estate 1 Ac Min.	2.26
2	Tower Energy Group	4155 Suisun Valley Rd	0027 141 380	Neighborhood Commercial	0.41
3	Allan F & Nancy L Mueller	4149 Suisun Valley Rd	0027 141 040	Neighborhood Commercial	0.34
4	Lawrence E Peacock	4129 Suisun Valley Rd	0027 141 200	Residential Estate 1 Ac Min.	1.00
5	Dolores Johnson	4091 Suisun Valley Rd	0027 180 020	Residential Estate 1 Ac Min.	1.40
6	Frank & Ranelle Ascariz	4085 Suisun Valley Rd	0027 180 030	Residential Estate 1 Ac Min.	1.10
7	Jann M Rowball	4081 Suisun Valley Rd	0027 180 040	Residential Estate 1 Ac Min.	0.32
8	Maurice J Koch	2280 Rockville Rd	0027 141 240	Neighborhood Commercial	1.15
9	Edwin L & Cherei A Mopas	4055 Suisun Valley Rd	0027 190 030	Residential Estate 1 Ac Min.	0.19
10	Mary Beth Tirey-Jines	4043 Suisun Valley Rd	0027 190 110	Residential Estate 1 Ac Min.	0.78
11	Judy & Brian Ladschoot	4160 Suisun Valley Rd	0027 142 070	Neighborhood Commercial	0.50
12	Lonnie W Chui	4092 Suisun Valley Rd	0027 200 060	Agiculture 40 Ac Min.	6.50
13	Bay Area Stewardship Corp	4084 Suisun Valley Rd	0027 200 200	Agiculture 40 Ac Min.	6.65
14	Jim H & Grace SH Chan	4070 Suisun Valley Rd	0027 210 020	Agiculture 40 Ac Min.	3.10
15	Joseph F & Deborah D Lopez	4060 Suisun Valley Rd	0027 210 110	Agiculture 40 Ac Min.	2.33
16	Maurice J Koch	2288 Rockville Rd	0027 141 370	Neighborhood Commercial	0.74

Agenda Item 7.A Fairfield Island Annexation Phase 1

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# ATTACHMENT G SEWER SERVICE PARCEL ELIGIBILITY TABLE-OLD CORDELIA

REF. NO.	PARCEL OWNER	SITE ADDRESS	AP NUMBER	LAND USE ZONES	ACREAGE
1	Curtix R. Beckwith	9394 West Cordelia Rd	0180-120-040	General Manufacturing 1/2 Ac Min.	3.04
2	P & C PROPERTIES	3594 Ritchie Rd	0045 300 060	Rural Residential 2 1/2 Ac Min.	4.11
3	Earl R Pierson	*No Site Address*	0045 100 380	2 1/2 Rural Residential 2 1/3 Ac Min.	3.24
4	Jeffrey W DM Nixon	2181 Cordelia Rd	0045 100 230	Rural Residential 2 1/2 Ac Min.	0.36
5	Emma Ball	2092 Bridgeport Avenue	0045 140 160	Residential Estate 1/2 Ac Min.	1.15
6	Richard L Watson	2102 Bridgeport Avenue	0045 140 050	Residential Estate 1/2 Ac Min.	1.01
7	Renee D Noyes	2116 Bridgeport Avenue	0045 140 170	Residential Estate 1/2 Ac Min.	0.50
8	Lawrence U Hudson	2120 Bridgeport Avenue	0045 140 180	Residential Estate 1/2 Ac Min.	0.46
9	Edna Lee Kelly	2158 Bridgeport Avenue	0045 120 030	Agriculture 20 Ac Min.	3.09
10	William & Alfredina Paoli	2162 Bridgeport Avenue	0045 120 020	Agriculture 20 Ac Min.	4.07

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11



**AMENDMENT No. 1**  
**AGREEMENT TO PROVIDE DISPOSAL OF SEWAGE**

This amendment is entered into as of the 27<sup>th</sup> day of September, 2004, between the COUNTY OF SOLANO, a political subdivision of the State of California (hereinafter "County") and FAIRFIELD-SUISUN SEWER DISTRICT, (hereinafter "District").

**Recitals**

WHEREAS, DISTRICT and COUNTY entered into an Agreement to Provide Disposal of Sewage, hereinafter referred to as "Agreement" on May 13, 2003 to provide for disposal of sewage emanating from certain building outside of the district, and

WHEREAS, the Local Agency Formation Commission (LAFCO), adopted a policy for Out-of-Agency Service Contracts on March 1, 2004 consistent with the requirements of Government Code Section 56133, and

WHEREAS, LAFCO identified parcels within an "Existing Extended Service Area" for the DISTRICT including parcels which are adjacent to existing sewer collection lines but have not yet connected to the sewage collection system, which under LAFCO policy may make connection to the sewage collection system if existing as legal parcels, as of January 5, 2002, and

WHEREAS, DISTRICT and COUNTY wish to amend said Agreement consistent with LAFCO's policy for Out-of-Agency Service Contracts,

NOW, THEREFORE, DISTRICT and COUNTY mutually agree to AMENDMENT NO. 1 of the AGREEMENT TO PROVIDE DISPOSAL OF SEWAGE, previously entered into on May 13, 2003 as follows:

1. Subsection 1.a. of the Agreement is hereby amended to read as follows:

1.a. Eligible Parcels. Land parcels within the COUNTY eligible to connect to COLLECTION SYSTEM for the purpose of receiving DISTRICT sanitary sewer service under this Agreement are listed in Attachment E "Sewer Service Parcel Eligibility Table – Suisun Valley Road; Attachment F "Sewer Service Parcel Eligibility Map – Suisun Valley Road"; Attachment G "Sewer Service Parcel Eligibility Table – Old Cordelia"; and Attachment H "Sewer Service Parcel Eligibility Map – Old Cordelia", attached hereto and incorporated herein by reference. Both parties acknowledge that Attachments E, F, G, and H may be modified by future amendments to this Agreement.

Attachments E, F, G, and H to the Agreement are hereby modified and replaced with Attachments E1, F1, G1 and H1, attached hereto and incorporated herein by this reference.

Existing Service Parcels and Eligible Parcels are hereinafter referred to as PARCELS.

2. Subsection 1.c. of the Agreement is hereby amended to read as follows:

1.c. Connection to COLLECTION SYSTEM. Unless otherwise approved in writing by DISTRICT, all connections to COLLECTION SYSTEM shall be made with a single sewer lateral serving the PARCEL. The sewer lateral serving the accessory uses described under Subsection 1.d. shall be connected to the sewer lateral serving the primary use on the property.

3. Subsection 1.d. of the Agreement is hereby amended to read as follows:

1.d. Service Connections Permitted. No more than one single family residence and one permitted accessory use on a PARCEL; - including a secondary living unit, a companion living unit or an accessory dwelling unit consistent with COUNTY zoning regulations - may be connected to the sewer system. All other land uses consistent with COUNTY zoning regulations may be connected to the sewer system only upon review and approval by LAFCO.

4. Except as amended herein the Agreement remains in full effect.

In WITNESS the parties hereto have executed this Amendment No. 1 to the Agreement on the day first above written.

**FAIRFIELD-SUISUN SEWER DISTRICT**

**ATTEST:**

Verna Thompson  
District Clerk

Harry T. Pave  
Board President

**SOLANO COUNTY**

**ATTEST:**

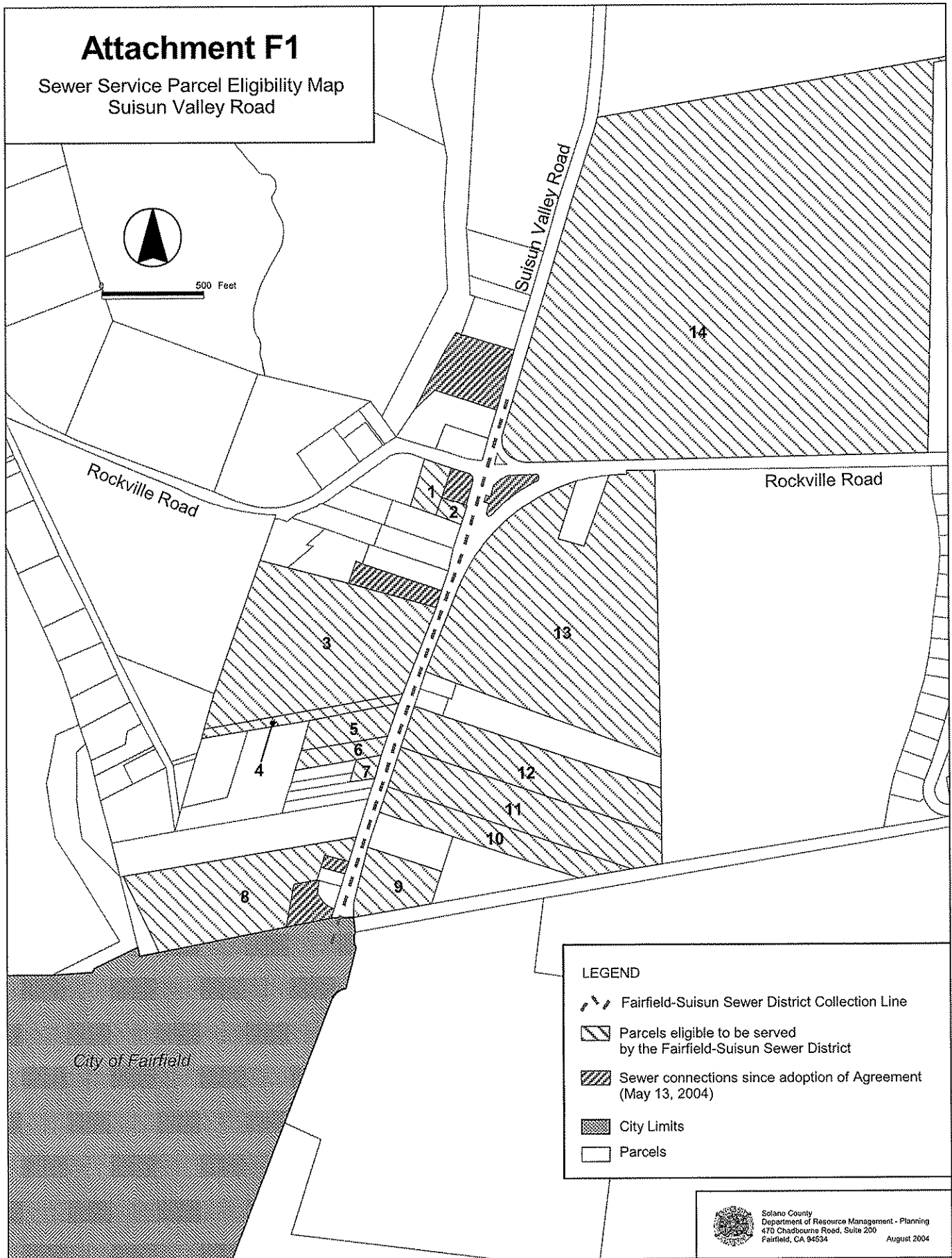
Michael D. Johnson, Clerk  
Of the Board of Supervisors

By Maggie Jimenez  
Maggie Jimenez, Deputy Clerk

Barbara Kelly  
for John F. Silva Chairman 9/7/04

**ATTACHMENT E1 SEWER SERVICE PARCEL ELIGIBILITY TABLE-SUISUN VALLEY RD.**

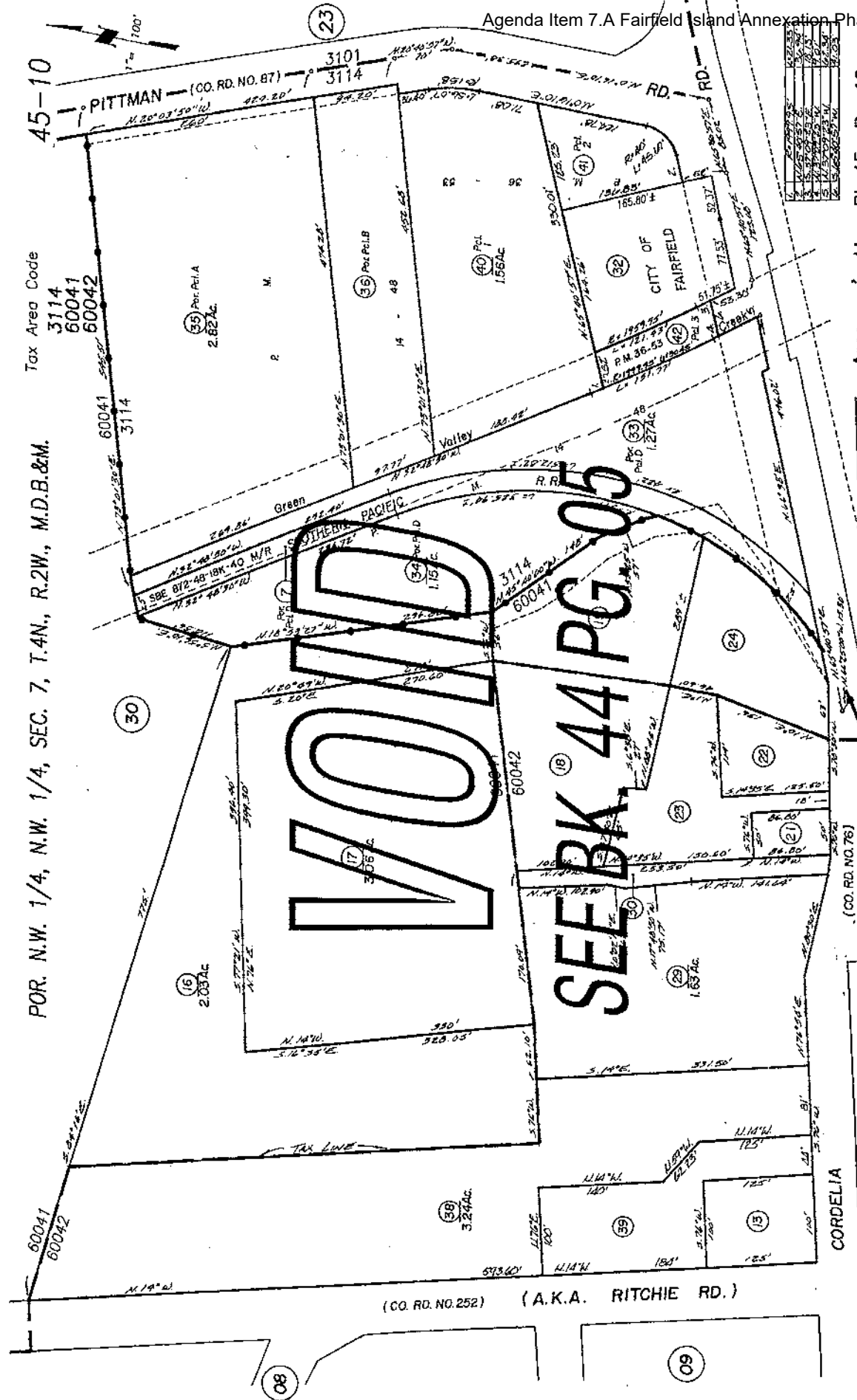
REF. NO.	PARCEL OWNER	SITE ADDRESS	AP NUMBER	LAND USE ZONES	ACREAGE
1	KOCH MAURICE J TR	2288 ROCKVILLE ROAD	0027-141-370	CN	0.74
2	MUELLER ALLAN F & NANCY L TR	4149 SUISUN VALLEY ROAD	0027-141-040	CN	0.34
3	WOODCREEK HOMES INC	*No Site Address*	0027-160-010	RE1	13.20
4	WOODCREEK HOMES INC	*No Site Address*	0027-160-020	RE1	1.06
5	JOHNSON DOLORES	4091 SUISUN VALLEY ROAD	0027-180-020	RE1	1.40
6	ASCARIZ FRANK JR & RANELLE JT	4085 SUISUN VALLEY ROAD	0027-180-030	RE1	1.10
7	ROWBAL JANN M	4081 SUISUN VALLEY ROAD	0027-180-040	RE1	0.32
8	SMITH NORMAN D & JEAN Z JT	4059 SUISUN VALLEY ROAD	0027-190-060	RE1	7.80
9	LOPEZ JOSEPH F & DEBORAH D	4060 SUISUN VALLEY ROAD	0027-210-110	A40	2.33
10	CHAN JIM H & GRACE S	4070 SUISUN VALLEY ROAD	0027-210-020	A40	3.10
11	BAY AREA STEWARDSHIP CORP	4084 SUISUN VALLEY ROAD	0027-200-200	A40	6.65
12	CHUI LONNIE W TR	4092 SUISUN VALLEY ROAD	0027-200-060	A40	6.50
13	MONEZ RUTH LAVON	2316 ROCKVILLE ROAD	0027-200-150	A40 & CN	24.42
14	ROBBINS WILLIAM C III	4248 SUISUN VALLEY ROAD	0027-030-070	A40	78.29



ATTACHMENT G1 SEWER SERVICE PARCEL ELIGIBILITY TABLE-OLD CORDELIA

REF. NO	PARCEL OWNER	SITE ADDRESS	AP NUMBER	LAND USE ZONES	ACREAGE
1	BECKWITH CURTIS R & C C TR	9324 WEST CORDELIA ROAD	0180-120-050	MG 1-2 - General Manufacturing 1/2 acre min.	3.02
2	CAMPI JAMES L & CHERYL C TR	3625 CENTRAL WAY	0045-300-030	CS - Service Commercial	0.29
3	CAMPI JAMES L & CHERYL C TR	*No site address*	0045-300-020	CH - Highway Commercial	0.39
4	OBRIEN ANITA L	*No site address*	0045-081-320	CH - Highway Commercial	1.88
5	OBRIEN ANITA L	*No site address*	0045-090-260	RE 1-3 - Residential Estate 1/3 acre min.	0.22
6	MCCULLOCH JOHN C & LINDA L TR	2091 CORDELIA ROAD	0045-090-120	RE 1-3 - Residential Estate 1/3 acre min.	0.54
7	MCCULLOCH JOHN C & LINDA L TR	*No site address*	0045-090-080	RE 1-3 - Residential Estate 1/3 acre min.	0.38
8	MCCULLOCH JOHN C & LINDA L TR	*No site address*	0045-090-060	RE 1-3 - Residential Estate 1/3 acre min.	1.90
9	MCCULLOCH JOHN C & LINDA L TR	*No site address*	0045-081-090	RE 1-3 - Residential Estate 1/3 acre min.	0.45
10	ELLSWORTH JOHN E & MARY R TR	*No site address*	0045-090-050	CN - Neighborhood Commercial	0.19
11	DEANE ROGER G TR	*No site address*	0045-090-040	RE 1-3 - Residential Estate 1/3 acre min.	0.21
12	MCCULLOCH JOHN C & LINDA L TR	*No site address*	0045-090-020	RE 1-3 - Residential Estate 1/3 acre min.	0.42
13	RAMIREZ EDGARDO	3594 RITCHIE ROAD	0045-300-060	RR2.5 - Rural Residential 2 1/2 acre min.	4.11
14	LYNCH ELMER	3596 RITCHIE ROAD	0045-082-010	RR2.5 - Rural Residential 2 1/2 acre min.	0.69
15	PIERSON EARL RUSSELL TR	*No site address*	0045-100-390	RR2.5 - Rural Residential 2 1/2 acre min.	3.24
16	CORDELIA FIRE PROTECTION DIST	*No site address*	0045-100-390	RR2.5 - Rural Residential 2 1/2 acre min.	0.57
17	PIERSON EARL RUSSELL TR	2161 CORDELIA ROAD	0045-100-290	RR2.5 - Rural Residential 2 1/2 acre min.	1.63
18	LOCKEFEEER ROBERT J	*No site address*	0045-100-300	RR2.5 - Rural Residential 2 1/2 acre min.	0.15
19	NIXON JEFFREY W & DAPHNE M JT	*No site address*	0045-100-210	RR2.5 - Rural Residential 2 1/2 acre min.	0.10
20	NIXON JEFFREY W & DAPHNE M JT	2181 CORDELIA ROAD	0045-100-230	RR2.5 - Rural Residential 2 1/2 acre min.	0.36
21	LOCKEFEEER ROBERT J TR	*No site address*	0045-100-180	RR2.5 - Rural Residential 2 1/2 acre min.	0.79
22	NIXON JEFFREY W & DAPHNE M JT	*No site address*	0045-100-220	RR2.5 - Rural Residential 2 1/2 acre min.	0.26
23	NIXON JEFFREY W & DAPHNE M JT	*No site address*	0045-100-240	RR2.5 - Rural Residential 2 1/2 acre min.	0.46
24	TEMANSEN INDUSTRIES INC	475 PITTMAN ROAD	0045-300-170	A20 - Agriculture 20 acre min.	4.86
25	TURK MARTIN F TR	535 PITTMAN ROAD	0045-300-160	A20 - Agriculture 20 acre min.	3.21
26	SOUTHERN PACIFIC CO	*No site address*	0045-140-200	RE 1-3 - Residential Estate 1/3 acre min.	1.37
27	BALL EMMA	2092 BRIDGEPORT AVENUE	0045-140-160	RE 1-2 - Residential Estate 1/2 acre min.	1.15
28	WATSON RICHARD L JT	2102 BRIDGEPORT AVENUE	0045-140-050	RE 1-2 - Residential Estate 1/2 acre min.	1.01
29	NOYES RENEE D	2116 BRIDGEPORT AVENUE	0045-140-170	RE 1-2 - Residential Estate 1/2 acre min.	0.50
30	HUDSON LAWRENCE U TR	2120 BRIDGEPORT AVENUE	0045-140-160	RE 1-2 - Residential Estate 1/2 acre min.	0.46
31	SOUTHERN PACIFIC CO	*No site address*	0045-131-080	RE 1-3 - Residential Estate 1/3 acre min.	3.52
32	SOLANO COUNTY	*No site address*	0045-131-050	RE 1-2 - Residential Estate 1/2 acre min.	0.12
33	LORD JOHN P & MYRA A TR	2150 BRIDGEPORT AVENUE	0045-132-040	RE 1-2 - Residential Estate 1/2 acre min.	1.30
34	KELLY EDNA LEE	*No site address*	0045-132-110	RE 1-2 - Residential Estate 1/2 acre min.	0.17
35	GUYAN ALBERT K & CAROL J JT	*No site address*	0045-132-130	RE 1-2 - Residential Estate 1/2 acre min.	0.27
36	KELLY EDNA LEE	2158 BRIDGEPORT AVENUE	0045-120-030	A20 - Agriculture 20 acre min.	3.09
37	PAOLI WILLIAM & ALFREDINA TR	2162 BRIDGEPORT AVENUE	0045-120-020	A20 - Agriculture 20 acre min.	4.07

Agenda Item 7.A Fairfield Island Annexation Phase 1



FOR N.W. 1/4, N.W. 1/4, SEC. 7, T.4N., R.2W., M.D.B.&M.

Tax Area Code  
3114  
60041  
60042

45-10

REMAP DATE: 12-31-2010

NOTE: Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles

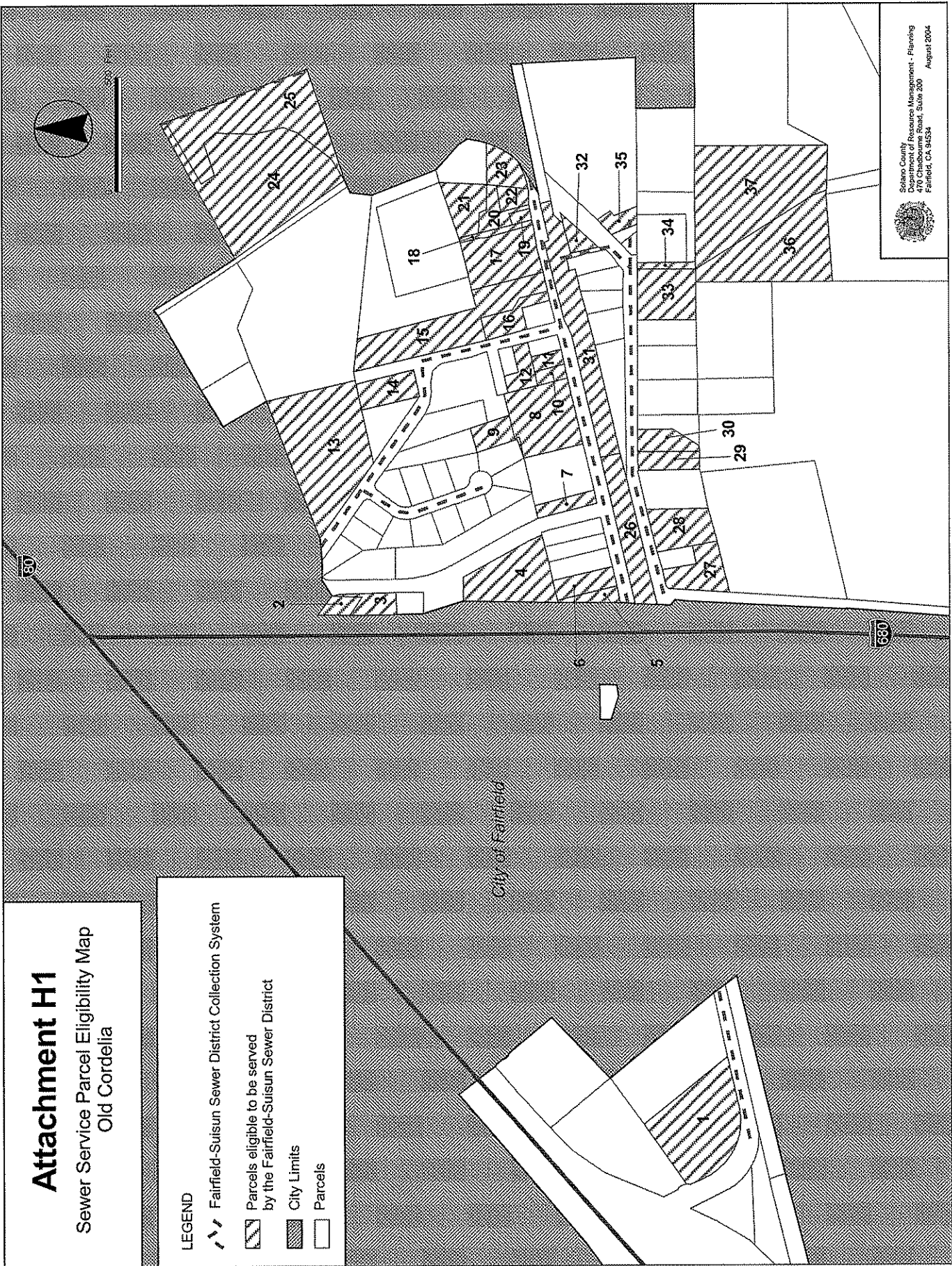
REVISION	DATE	BY
100-32 CHS. (06)	5-27-04	SE
Adj Pg 23 (fm)	12-1-00	FG
100-40 thru 43	7-10-91	FG
100-38 & 39	10-28-84	068

NOTE: This map is for assessment purposes only and is not for the intent of interpreting legal boundary rights, zoning regulations and/or legality of land division laws.

Assessor's Map Bk. 45 Pg. 10  
County of Salano, Calif.

Copyright © 1996, Salano County Assessor/Recorder, All rights Reserved





Will-serve email from Pacific Gas and Electric:

**From:** Harvey, Michael [<mailto:MQHJ@pge.com>]

**Sent:** Friday, July 30, 2021 10:00 AM

**To:** Peter Giles <[pgiles@denovahomes.com](mailto:pgiles@denovahomes.com)>

**Subject:** RE: PG&E Will Serve Letter

Hi Pete,

We can serve that property with gas and electric. Please use this email as a formal response that PG&E can serve gas and electric to the 475 & 535 Pittman Rd Addresses.

I can't issue the PG&E "will serve" letter until an application is created.

Thank you,

Mike Harvey

Senior New Business Representative

Pacific Gas & Electric

Phone: 530-434-3603

Email: [MQHJ@pge.com](mailto:MQHJ@pge.com)

Agenda Item 7.A Fairfield Island Annexation Phase 1

Pittman Road Annexation: Letter and emails to Fire Districts re "De-Annexation" Payments

From: Kerri Watt (kwatt@denovahomes.com)  
To: rseithel@solanolafoo.com; clove@solanolafoo.com  
Date: Thursday, December 8, 2022 at 01:54 PM PST

Hello Rich,

Attached please find the letter I have sent to the Cordelia Fire District, with an email reply from Chief Carpenter. I apologize, I had only sent an email to Chief Abruzzini (see attached),

**KERRI WATT**

Director of Entitlements  
DeNova Homes, Inc.  
1500 Willow Pass Court  
Concord, CA 94520  
Office: (925) 685-0110, ext 610  
Direct: (925) 291-6828  
Cell: (925) 605-9304



Hello Kerri,

My apologies for not getting back to you sooner.

I have reached out to all board members involved with finance and taxes. None have any objections and the reimbursement amount provided by LAFCO

**Dave Carpenter**  
Fire Chief  
Cordelia Fire Protection District  
2155 Cordelia Road  
Fairfield, CA 94534  
(o) 707-864-0468  
(m) 707-580-2485

On Thursday, September 15, 2022 at 05:16:24 PM PDT, Kerri Watt <kwatt@denovahomes.com> wrote:

Hello Dave,

I hope you are doing well. Thank you again for speaking with me several weeks ago regarding this property detachment and the proposed pay-out to the District. I realize you have quite a lot on your Board about this or have the item scheduled for a Board meeting, if so required?

Do you foresee any concerns or is this something you think the Board would be willing to accept?

Although I will be out of the office for a few weeks, please don't hesitate to "reply all" to this email: Trent Sanson, my VP, will be happy to answer any questions you may have, as will Meily

**PLEASE NOTE I WILL BE OUT OF THE OFFICE BEGINNING SEPT 19<sup>th</sup>, RETURNING OCT 10<sup>th</sup>.**

**Kerri Watt**

Director of Entitlements  
DeNova Homes, Inc.  
Cell: (925) 605-9304

From: Kerri Watt  
Sent: Wednesday, August 31, 2022 4:42 PM  
To: firechief3100@yahoo.com  
Subject: Detachment of 475/535 Pittman Road -

Agenda Item 7.A Fairfield Island Annexation Phase 1

Hello Dave,

It was a pleasure speaking with you just now. Attached is the letter which apparently never made it to you. Nonetheless, as we discussed, the Solano Local Area Formation Commission (historically, the CFPD has requested a lump sum payout equivalent to 20 years' worth of the *ad valorem* fire tax. The 2 parcels in question would pay just over \$19,000.

I sincerely would appreciate if the CFPD could respond to my letter indicating that it supports the annexation, the detachment and is willing to accept the proffered lump sum payment. Plea

**Kerri Watt**

Director of Entitlements

DeNova Homes, Inc.

1500 Willow Pass Court

Concord, CA 94520

Office: (925) 685-0110, ext 610

Direct: (925) 291-6828

Cell: (925) 605-9304

**PLEASE NOTE I WILL BE OUT OF THE OFFICE BEGINNING SEPT 19<sup>TH</sup>, RETURNING OCT 10<sup>TH</sup>.**



Hello Chief Abruzzini,

Thanks for returning my call so quickly and discussing the "detachment" from the Suisun Fire Protec on District (SFPD) in order to annex some property "islands" into the City of Fair Seithel of LAFCo has indicated that the SFPD generally requests that a mi ga on fee be paid for the "detachment" of service from the District, based upon a calcula on of assessment hopefully receive concurrence that the detachment mi ga on fee is correct and acceptable. I have cc'd on this email Trent Sanson, DeNova's vice president of Land Acquisi on. Plea: Thanks so very much!

	Map Index	Detail Map	APN	Assessee	Parcel Address	Acres	Zoning	Water	Sewer	TRU
Phase	2	B	28182020	GUTIERREZ JUAN RODRIGUEZ JT	2291 WOOLNER AVENUE	0.44	RTC1AC	no	no	6000
	3	B	28182150	ROBINS JANICE JT	2287 WOOLNER AVENUE	0.19	RTC1AC	no	no	6000
	4	B	28191010	RODRIGUEZ GILBERTO & JOSEFINA	335 HAMILTON DRIVE	0.19	RTC1AC	stubbed	yes	6000
	5	B	28191020	BARAJAS ELIBERTO LOPEZ	339 HAMILTON DRIVE	0.4	RTC1AC	stubbed	no	6000
	6	B	28191040	DARK CAROL J	401 HAMILTON DRIVE	2.82	RR2.5	stubbed	no	6000

**PLEASE NOTE I WILL BE OUT OF THE OFFICE BEGINNING SEPT 19<sup>th</sup>, RETURNING OCT 10<sup>th</sup>.**

**KERRI WATT**

Director of Entitlements

DeNova Homes, Inc.

Cell: (925) 605-9304

**From:** Rich Seithel <rseithel@solanolafco.com>  
**Sent:** Thursday, September 15, 2022 2:28 PM  
**To:** Chief Abruzzini <firechief33sui@gmail.com>  
**Cc:** Kerri Wa <kwa @denovahomes.com>  
**Subject:** Annexa on mi ga on

Chief,


You will be receiving a call from Kerri Watt, Director of Entitlements, Denova Homes, regarding the City of Fairfield annexing several parcels. Many of the ensure that the 20-yr mitigation fee payable to the Suisun Fire District is covered. I shared your cell phone # with Kerri.

Rich

Rich Seithel  
Executive Officer

Agenda Item 7.A Fairfield Island Annexation Phase 1

Solano LAFCO  
675 Texas St.  
Suite 6700  
Fairfield, CA 94533  
(707) 439-3897

 22.08.19\_Cordelia Fire District\_Detachment Payment Ltr.pdf  
565.7kB

 Untitled  
43.2kB

 Untitled  
128kB



1500 Willow Pass Court  
Concord, CA 94520

☎ 925.685.0110  
☎ 925.685.0660

Building a Better Community

August 17, 2022

Cordelia Fire Protection District  
2155 Cordelia Road  
Fairfield, CA 94534  
ATTN: Chief Dave Carpenter

**RE: Proposed Annexation of Two Parcels into the City of Fairfield and Detachment from the Fire District  
475 / 535 Pittman Road / APN 044-080-160 and 044-080-170**

Dear Chief Carpenter,

The City of Fairfield City Council has approved a proposal by Meadow Creek Group, Inc. to annex its above-noted properties into the City of Fairfield. I have been meeting twice-monthly with Solano County LAFCo staff (Executive Officer Rich Seithel and Deputy Executive Officer Christina Love) and City Planning Department Staff (Meily Sheehan) staff to ensure a coordinated and smooth process of annexation. One of the LAFCo requirements of the annexation is the detachment of the property from the Cordelia Fire Protection District (“District”) since the City of Fairfield Fire Department is required to serve the property upon annexation.

It is my understanding from LAFCo that the District generally requests the owner of the detaching property(ies) to pay in one lump sum 20 years’ worth of the *ad valorem* fire tax, and the District Special Parcel Tax. Apparently, this lump sum payment is intended to compensate for the loss of expected revenue from these parcels and ensure that the District is properly funded going forward. Rich Seithel kindly calculated the assessment on these two properties and the expected 20-year payment:

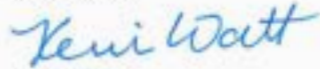
C:\Users\jseithel\Dropbox (Solano LAFCo)\2022 Projects (12)\2022-07 Fairfield Islands\Draft Table 8-4 City of Fairfield APN of all islands (6)

Map Index	Detail Map	APN	Assessor	Parcel Address	Acres	Zoning	Water	Sewer	TBA	2021-22 Ass'd Value	Ad Valorem Fire Tax Share	Ad Valorem Fire Tax Revenue	Fire Special Parcel Tax	2021-22 Fire Property Tax \$ Estimate	20-yr at 2% growth/yr
n/a		44980160	MEADOW CREEK GROUP, INC.	535 PITTMAN ROAD	3.21	A20	available	yes	R0041	\$ 368,066	0.050009	\$ 184.07	\$ 178.90	\$ 362.97	\$ 8,824.54
n/a		44980170	MEADOW CREEK GROUP, INC.	475 PITTMAN ROAD	4.88	A20	available	yes	R0041	\$ 492,647	0.050009	\$ 246.37	\$ 178.90	\$ 424.67	\$ 20,318.33

Therefore, the combined lump sum payment for these 2 parcels would be \$19,122.85. Prior to LAFCo approval of the annexation, it requires that the District indicate its consent to the amount of the lump sum payment, and identify when it would be paid, e.g. upon LAFCo approval of the annexation. It would be very helpful and we’d sincerely appreciate it if the District could make a determination about the payment by the end of October, so that we may schedule the annexation and detachment for the December LAFCo hearing.

Please don't hesitate to call (925-605-9304) or email me ([KWatt@denovahomes.com](mailto:KWatt@denovahomes.com)) with any questions or comments. I also would be happy to set up a conference call / Zoom with you, me and City and LAFCo staff to discuss any questions or concerns you might have. I have cc'd City and LAFCo staff on this letter, also. Thank you so much for your time and consideration.

Sincerely,



Kerri Watt  
Director of Entitlements

CC: Rich Seithel, Executive Officer, Solano County LAFCo, *via email*  
Christina Love, Deputy Executive Officer, Solano County LAFCo, *via email*  
Meily Sheehan, Senior Planner, City of Fairfield, *via email*  
Trent Sanson, VP Land Acquisition and Entitlements, DeNova Homes, Inc., *via email*

Exhibit A  
SOLANO LAFCO PROJECT NO. 2023-05  
FAIRFIELD ISLANDS ANNEXATION – PHASE 1  
ANNEXATION TO CITY OF FAIRFIELD

GEOGRAPHIC DESCRIPTION


All that certain real property, situate in the unincorporated territory of the County of Solano, State of California, and being a portion of Rancho Suisun

Description consists of 3 pages  
Exhibit consists of 1 page

**SURVEYOR'S STATEMENT:**

This description and exhibit of the LAFCO Annexation No. 2023-05 boundary is not a legal property description as defined in the Subdivision Map Act and may not be used as a basis for an offer for sale of the land described. It is for assessment purposes only.

Prepared on June 26, 2023, by or under the direction of:


  
\_\_\_\_\_  
Sabrina Kyle Pack, LS 8164



**COUNTY SURVEYOR'S STATEMENT:**

This description and exhibit meet the requirements of the State Board of Equalization, the Solano County Assessor/Recorder's Office and conforms to the lines of assessment.

Dated: June 26, 2023

  
\_\_\_\_\_  
Name: Brian L. Sousa  
Acting Solano County Surveyor



**APPROVED BY LOCAL AGENCY FORMATION COMMISSION:**

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Richard J. Seithel, Executive Officer  
Solano LAFCO



Exhibit A  
SOLANO LAFCO PROJECT NO. 2023-05  
FAIRFIELD ISLANDS ANNEXATION – PHASE 1  
ANNEXATION TO CITY OF FAIRFIELD

GEOGRAPHIC DESCRIPTION

All that certain real property, situate in the unincorporated territory of the County of Solano, State of California, and being a portion of Rancho Suisun, also lying within Lot 37 of Township 4 North, Range 2 West, Mount Diablo Meridian and being within the projection of Sections 6 and 7 in said Township, described as follows:

Being all of Parcel One and Parcel Two, as said parcels are described in that certain grant deed recorded October 31, 2014, as document number 201400084471 of Official Records, in the Office of the County Recorder of Solano County, further described as follows:

Beginning at a point on the existing city limit line of the City of Fairfield, said Point of Beginning being on the boundary of the 6th annexation of 1971 (Cordelia Annexation) by Fairfield Ordinance #71-46 as approved by the City on December 27, 1971, said Point of Beginning being the northerly terminus of the course described therein as North 21° West 680 feet, said point lying on the western line of Pittman Road (County Road No. 87) and being North 31°11'52" West 155.79 feet, more or less, from the intersection of the centerlines of Pittman Road (County Road No. 87) and Redwood Meadows Lane;

- Thence, ( 1 ) from said point of beginning, along said existing City limit line, South 20°03'50" East 683.32 feet to the northeastern corner of that certain Annexation (Smith Annex) to the City of Fairfield by Resolution #77-65 as approved by the City on May 17, 1977, recorded in Book 1977 of Official Records, at Page 45157;
- Thence, ( 2 ) along said City limit line, being the northern line of said Resolution #77-65, the following two (2) courses: South 73°01'30" West 498.47 feet, and
- Thence, ( 3 ) South 64°21'30" West 14.37 feet;
- Thence, ( 4 ) leaving said City limit line, along the western lines of said Parcels One and Two (DN 20140084471), North 32°49'30" West 570.89 feet a point on said City limit line, said point being the southwestern corner of that certain Annexation (Fort George Wright Annex) to the City of Fairfield by Resolution #88-46 as approved by the City on March 1, 1988, recorded in Book 1988 of Official Records, at Page 58430;

Exhibit A  
SOLANO LAFCO PROJECT NO. 2023-05  
FAIRFIELD ISLANDS ANNEXATION – PHASE 1  
ANNEXATION TO CITY OF FAIRFIELD

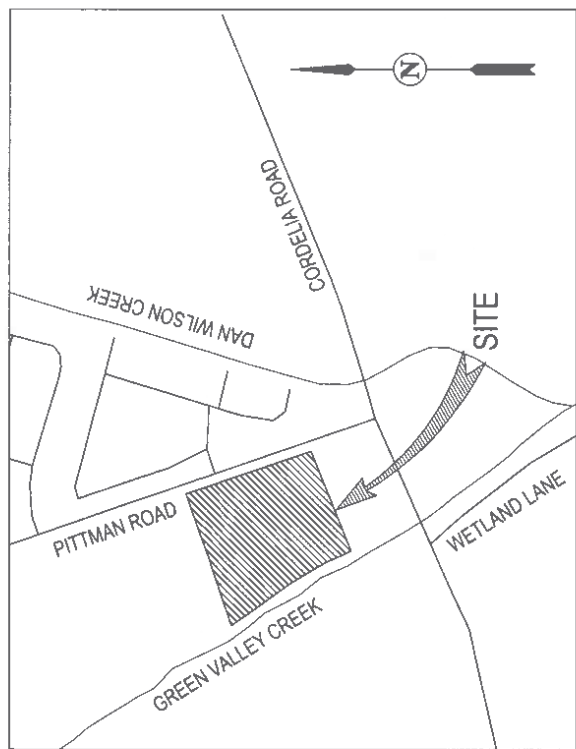
GEOGRAPHIC DESCRIPTION

Thence, ( 5 ) along said City limit line, being along the southern line of said Resolution #88-46 and said boundary line of Ordinance #71-46, North 60°56'10" East 646.10 feet to said point of beginning.

Containing 8.2 acres of land more or less.

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer of sale of the land described.

END OF DESCRIPTION



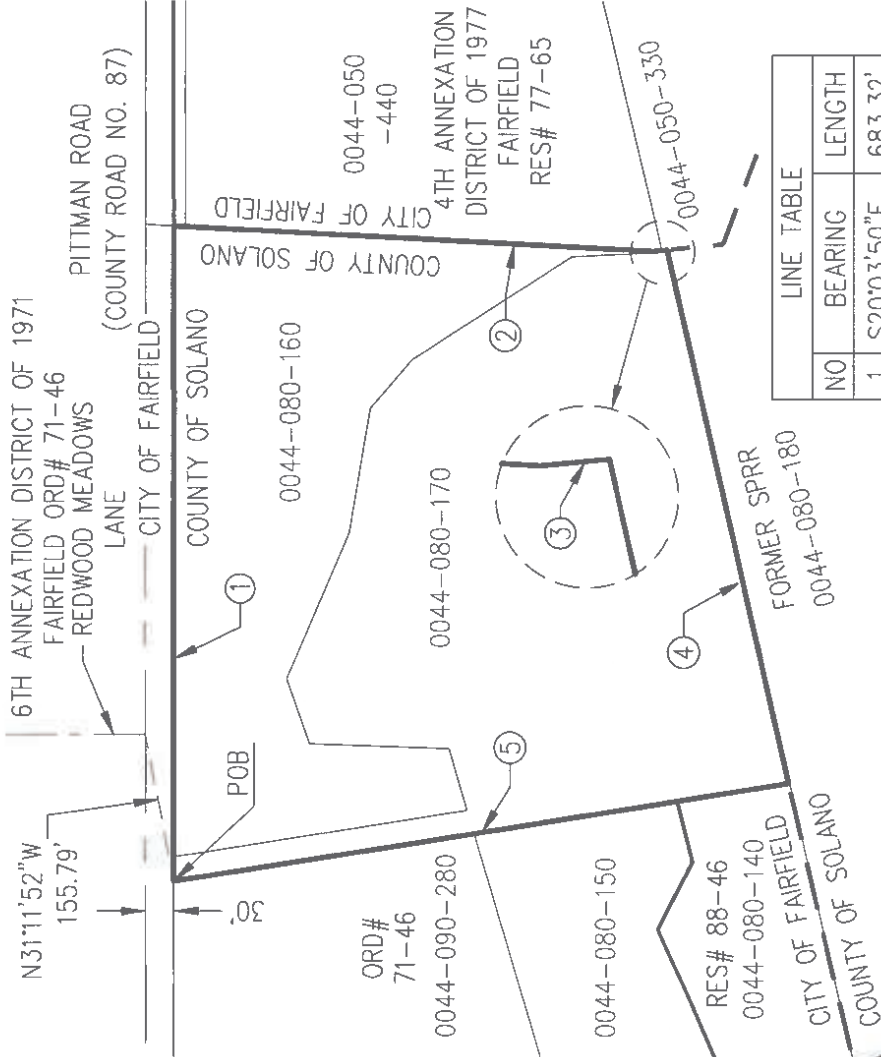
**VICINITY MAP**

**LEGEND**

NOT TO SCALE

- = EXISTING CITY LIMIT LINE
- = PROPOSED ANNEXATION
- = EXISTING ANNEXATION
- = CENTER LINE
- = POINT OF BEGINNING

BEING A PORTION OF RANCHO SUISUN, LYING WITH LOT 37, AND PROJECTED SECTIONS 6 AND 7, T4N, R2W CONTAINING 8.2 ACRES, MORE OR LESS.



LINE TABLE		
NO	BEARING	LENGTH
1	S20°03'50"E	683.32'
2	S73°01'30"W	498.47'
3	S64°21'30"W	14.37'
4	N32°49'30"W	570.89'
5	N60°56'10"E	646.10'

SHEET 1 OF 1

**EXHIBIT B**

**SOLANO LAFCO PROJECT NO. 2023-05  
 FAIRFIELD ISLANDS ANNEXATION - PHASE 1  
 ANNEXATION TO CITY OF FAIRFIELD  
 SOLANO COUNTY, CALIFORNIA  
 JUNE 26, 2023**



CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON (925) 866-0322  
 ROSEVILLE (916) 788-4456  
 WWW.CBANDG.COM

## **APPENDIX B**

### **SUNSET APARTMENTS ISLAND DOCUMENTS**

1. City of Fairfield City Council Approval Actions
2. Will Serve Letters
3. Central Valley Flood Protection Board Consent to be Annexed
4. Suisun Fire Protection District Standard No. 11 Notice
5. Sunset Apartment CEQA: Adopted Mitigated Negative Declaration
6. Sunset Apartments Island Map and Legal Description

**CITY OF FAIRFIELD****RESOLUTION NO. 2022-342**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD ADOPTING A MITIGATED NEGATIVE DECLARATION (ER2021-039) FOR THE SUNSET AVENUE APARTMENTS PROJECT INVOLVING 130 APARTMENTS ON APPROXIMATELY 8.71-ACRES AT THE SOUTHEAST CORNER OF SUNSET AVENUE AND EAST TABOR AVENUE (APNs: 0037-030-200; 0037-030-210; 0037-060-480); FINDING THE PROPOSED ANNEXATION (ANX2021-002) OF ±4.72-ACRES LOCATED ON SUNSET AVENUE (APNS: 0037-060-480 AND 0037-060-490) CONSISTENT WITH THE CITY'S GENERAL PLAN AND MUNICIPAL SERVICE REVIEW; AND REQUESTING THE SOLANO LOCAL AGENCY FORMATION COMMISSION (LAFCO) TO INITIATE PROCEEDINGS FOR THE REORGANIZATION OF TERRITORY**

**WHEREAS**, on September 29, 2021, Annexation (ANX2021-002), Zone Change (ZC2021-006), Development Review (DR2021-017), and Environmental Review (ER2021-039) applications for a proposed multifamily residential development involving 130 apartments and annexation of two parcels (APNs: 0037-060-480 and 0037-060-490) into Fairfield City limits and Zone Change from Residential, Low Medium Density (RLM) District to Residential, Medium Density (RM) District located at the southeast corner of Sunset Avenue and East Tabor Avenue (APNs: 0037-030-200; 0037-030-210; and 0037-060-480) (Project) were properly filed with the Community Development Department in accordance with the rules and regulations governing the official filing of such applications; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on September 28, 2022. City staff presented substantial factual information regarding the proposed Project in staff reports and through oral presentations before the commission, and the commission considered all public testimony and information presented during the public hearing regarding this application; and

**WHEREAS**, the City Council has held a duly noticed public hearing for the proposed Mitigated Negative Declaration and Annexation requests on December 6, 2022; and

**WHEREAS**, the Mitigated Negative Declaration has been prepared for the Project that satisfies the requirements of the California Environmental Quality Act (CEQA); and

**WHEREAS**, the Mitigated Negative Declaration prepared for the Project applies to the City Council's actions as well as the Project's actions during the public hearing of the Planning Commission on September 28, 2022; and

**WHEREAS**, the council has determined the following findings exist in support of the Annexation request:

RES. NO. 2022-342

Page 2

- (a) The proposed annexation is consistent with the goals, policies, and objectives of the General Plan. *The Project site has a General Plan land use designation of Medium Density Residential and Open Space Conservation, including the 4.72 acres of land to be annexed into Fairfield City limits. The annexation of the subject parcels is necessary to facilitate the Project and provide City services, such as water and service. The Project is consistent with this land use designation in that the General Plan anticipates a variety of attached residential units, such as duets, townhomes, rowhouses, condominiums, and apartments for properties with the Medium Density Residential designations and the Laurel Creek Flood Control Channel shall remain in its form within the Open Space Conservation designation. The Project is consistent with the following General Plan Objectives: Objective HO 1: Provide for varied housing opportunities, in terms of type, price, amenities, neighborhood design, and location, for all income groups and family types; Objective HO 2: Encourage infill housing in developed areas of the City; Objective LU 8: Develop and maintain a pattern of residential land uses which provides for a variety and balance of densities and opportunities for a mixture of different dwelling and tenure types; Objective LU 11: Provide multi-family ownership and rental units in a variety of cost ranges dispersed throughout the City; Objective LU 18: Encourage infill development and compact growth; Objective UD4: Ensure high standards of quality in development; and Objective UD 8: Encourage and approve infill development which is compatible with the surrounding area. Overall, the Project is consistent with each of these General Plan Objectives. The Project provides 130 large market-rate rental units on an infill site. The residential buildings that comprise the Project site are sited in a compact manner with a high-quality design of the Spanish Colonial architectural style.*
- (b) The proposed annexation would not be detrimental to the public interest, health, safety, or welfare of the city. *Annexation of the subject parcels would not be detrimental to the public interest, health, safety, or welfare of the city. The parcel fronting Sunset Avenue (APN: 0037-060-480) will be incorporated into a proposed multifamily residential development with 130 units following the annexation into the City of Fairfield. The rear parcel (APN: 0037-060-490) contains the existing Laurel Creek Flood Control Channel and is not part of the Project development area. The Project will be subject to a collection of development standards and conditions of approval to ensure that it is constructed in a manner that does not endanger the public interest, health, or the general welfare of Fairfield.*
- (c) The proposed annexation is consistent with the 2012 Municipal Service Review. *The subject parcels are within the City of Fairfield Sphere of Influence, and it has been analyzed in the most recent 2012 Municipal Service Review (MSR). The MSR identifies the site as Annexation Area "H," an "Island Annexation," for which the City and LAFCO encourage annexation to promote the efficient provision of urban services and utilities. The Project will require LAFCO approval of the proposed annexation. Therefore, the Project approvals shall not be valid unless and until LAFCO approves and completes the proposed annexation into the City of Fairfield; and*

**WHEREAS**, the council desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Act of 2000, commencing with Section 56000 of the California Government Code, for a reorganization which would annex territory to the City of Fairfield.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:**

Section 1. The Mitigated Negative Declaration, as contained in Exhibit A, is hereby adopted.

Section 2. The annexation of the property described in Exhibit B is hereby found consistent with the General Plan and Municipal Service Review. The Solano LAFCO is hereby requested to take proceedings for the annexation of territory, as authorized, in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of December, 2022, by the following vote:

AYES: COUNCILMEMBERS: MOY / BERTANI / CARR / PANDURO / TONNESEN / VACCARO / WILLIAMS

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

Carther May  
MAYOR

ATTEST:

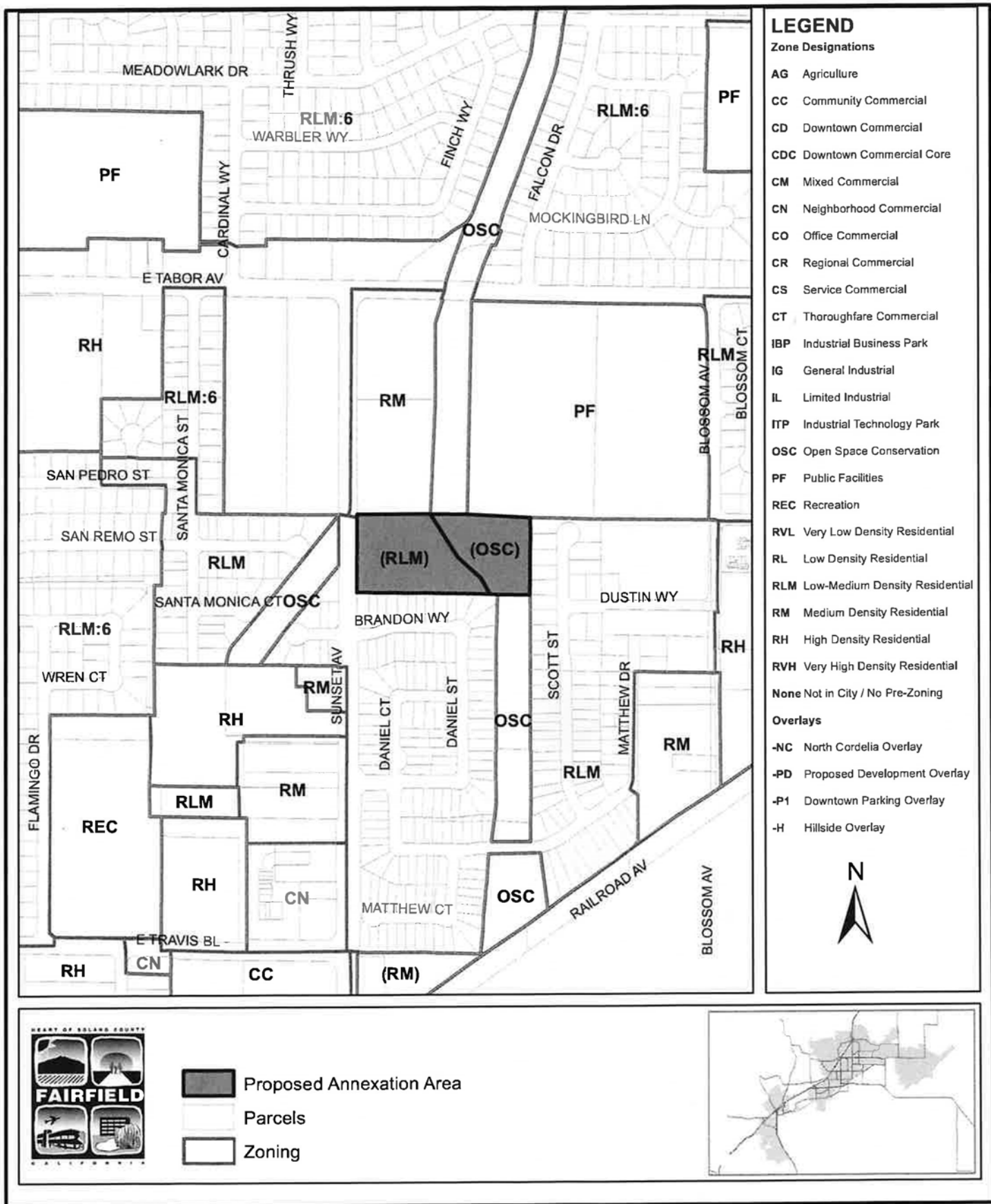
Karen L. Rees  
CITY CLERK

# ANNEXATION EXHIBIT

## Sunset Avenue Apartments

**(APNs: 0037-060-480 and 0037-060-490)**

EXHIBIT B







# FAIRFIELD-SUISUN SEWER DISTRICT

1010 CHADBOURNE ROAD • FAIRFIELD, CALIFORNIA 94534 • (707) 429-8930 • WWW.FSSD.COM

2/15/2023

Autumn Gasparella  
TK Consulting, Inc  
c/o Red Tail Multifamily Land Development, LLC  
2082 Michelson Drive, 3<sup>rd</sup> Floor  
Irvine, CA 92612

RE: Wastewater Service for APN Nos. 0037-030-200, 0037-030-210, 0037-060-480,  
0037-060-490

Fairfield-Suisun Sewer District (FSSD) is obligated to provide sewer service to all projects approved by the City of Fairfield on parcels within the limits of the City of Fairfield. The southerly parcel would need to be annexed into the City of Fairfield in order to obtain sewer service. Please note that sewer capacity fees must be paid in order to secure entitlement to sewer capacity.

Sincerely,

Kyle Broughton  
Senior Engineer

Sent via email



Comcast Cable  
3011 Triad Place  
Livermore, CA 94551

14 February 2023

Red Tail Multifamily Land Development, LLC  
Attn: Autumn Gasparella & Christopher Jellison  
2082 Michelson Drive, Irvine, CA 92612  
[agasparella@rtacq.com](mailto:agasparella@rtacq.com), [cjellison@rtacq.com](mailto:cjellison@rtacq.com)

RE: Comcast Broadband Communications Services Availability at – **E. Tabor Ave. & Sunset Ave., Fairfield, CA 94533**

Dear Property Owner:

This letter is to confirm that your proposed project located at – **E. Tabor Ave. & Sunset Ave., Fairfield, CA 94533** is within Comcast's service territory.

Under its present plans, and upon owner's/developer's completion of the service application documents, Comcast expects to be in a position to provide its services to occupants in the referenced projects. Our broadband services include television, telephone services, and high-speed internet.

- For Retail High-Speed Internet service, Xfinity offers a wide range of residential High-Speed Internet choices, ranging from minimum average speeds of 50 Mbps for downloading and 5 Mbps for uploading to 1.2 Gbps for downloading and 35 Mbps for uploading.
- For Bulk Managed Wi-Fi, Xfinity can offer high-speed internet service with average minimum speeds of 100 Mbps for downloading and 100 Mbps for uploading.

Arrangements to install the necessary service facilities are being made in accordance with Comcast's wiring infrastructure specifications and requirements.

You will be contacted by our local Engineering department, as well as our Contract Access Department, to discuss the specifics and align your project details to our internal processes.

Sincerely,

A handwritten signature in black ink that reads "David T. Higginbotham".

David Higginbotham | COMCAST – California Region | Sr. Specialist, Business Development Operations |  
[WSTCAL\\_XC\\_FIELD\\_OPS@comcast.com](mailto:WSTCAL_XC_FIELD_OPS@comcast.com)



February 27, 2023

Red Tail Multifamily Land Development, LLC  
2082 Michelson Dr  
Irvine, CA 92612

Re: Will Serve Notice

Dear Autumn Gasparella & Christopher Jellison,

This letter is written to confirm that the proposed project at E. Tabor Ave & Sunset Ave in Fairfield, California is within the Base Rate Area of the AT&T California serving area in the Fairfield Exchange. AT&T expects to be in a position to provide telephone service to applicants in the above-referenced development upon request in accordance with requirements of, and at the rates and charges specified in, its Tariffs that are on file with the California Public Utilities Commission.

This offer to provide service will terminate 24 months after the date of this letter unless both of the following first occur: 1) you, in your capacity as the developer, enter into a written service agreement with AT&T; and, 2) you, in your capacity as developer, pay all charges you are required by AT&T's Tariffs to pay.

If you have any questions, I can be contacted on 707-639-4481.

Sincerely,

Charles Jones  
AT&T California – North C&E  
OSP Design Engineer



PG&E Service Planning, 850 Stillwater Rd West Sacramento CA 95605

February 14, 2023

Red Tail Multifamily Land Development, LLC  
Attn: Autumn Gasparella & Christopher Jellison  
2082 Michelson Drive, Irvine, CA 92612

RE: E. Tabor Ave & Sunset Ave, Fairfield, CA 94533

Dear Autumn Gasparella & Christopher Jellison

This is to inform you that the Pacific Gas and Electric Company is the utility and the certified carrier of gas and electric energy serving the territory wherein the above captioned project is located.

Gas & Electric main extensions are made in accordance with the provisions of Gas & Electric Rule 15. Services are provided under Gas & Electric Rule 16. Copies of these Rules are available upon request.

To date, there has been no action on the part of the California Public Utilities Commission to close our residential or commercial rates to new or additional gas requirements. However, since all of our tariffs are subject to decisions of this Commission, you should be aware that our rules and rates in effect at the time service to the project is required will apply.

Sincerely,

Michael Harvey  
Industrial Power Engineer  
850 Stillwater Road, West Sacramento, CA 95605  
C: (530) 434-3603



February 26, 2023

Ms. Christina Love  
 Solano Local Agency Formation Commission  
 675 Texas St., Ste. 6700  
 Fairfield, CA 94533

RE: Intersection of Sunset Ave and E. Tabor Ave., Fairfield, Solano County, California  
 "Island Annexation" of County Parcel into the City of Fairfield  
 Central Valley Flood Protection Board Letter of Consent

Dear Ms. Love:

We understand the Local Agency Formation Commission of the County of Solano, together with the City of Fairfield, is in the process of annexing County Island parcels into the City of Fairfield. As part of the Island Annexation, it is our intent to assist and include the Central Valley Flood Protection Board (the "Flood Board") parcel, identified as Solano County Assessor's Parcel Number 00037-060-490 consisting of approximately 2.82-acres, from the County into the City. The Flood Board's parcel is adjacent to the parcel we have applied to annex (APN 0037-060-480) under Red Tail Multifamily Land Development, LLC.

As part of the process, we made several attempts to engage with the Central Valley Flood Protection Board to request a Letter of Consent with no avail. The first attempt was made through a Microsoft Teams Meeting on November 17, 2022, as requested from Jessica Heidari (TK Consulting, Inc.) to Humberto Negrete (CVFPB) and Andrea Buckley (CVFPB). Since the first attempt, several emails were sent to Humberto Negrete, Angela Buckley, and Jaime Silva (See Exhibit A and Exhibit B attached hereto).

We believe the Flood Board's parcel should be included in the annexation submittal package as to not leave the parcel as an island parcel. We have included the Flood Board's parcel in our Solano LAFCO Change of Organization/Reorganization Application materials. Please accept this letter to proceed with the annexation of as Central Valley Flood Protection Board's parcel.

Sincerely,

A handwritten signature in cursive script that reads "Jessica Heidari".

Jessica Heidari  
 Assistant Project Manager

**EXHIBIT A**

Agenda Item 7.A Fairfield Island Annexation Phase 1

**Jessica Heidari**

---

**From:** Jessica Heidari  
**Sent:** Thursday, February 9, 2023 12:34 PM  
**To:** Brent Little; Negrete, Humberto@CVFPB; Silva, Jamie@CVFPB  
**Cc:** Chris Santala; Buckley, Andrea@CVFPB; Tyler White; Christopher Jellison; Matsumoto, Bryan T CIV USARMY CESPAN (USA); Autumn Gasparella; Natalie Goetz; clove .; Sheehan, Meily  
**Subject:** RE: Arrive Fairfield 408

Hi Jaime and Humberto,

We still have not received the Letter of Consent yet for the annexation. We have a deadline and need the signed copy as soon as possible. Can you please forward no later than tomorrow?

Many thanks,

**Jessica Heidari**  
 Assistant Project Manager  
 TK Consulting, Inc.

2082 Michelson Dr. 4<sup>th</sup> Floor  
 Irvine, CA 92612  
[jheidari@rtacq.com](mailto:jheidari@rtacq.com)  
 949.299.0861

---

**From:** Brent Little <brent@urban-ab.com>  
**Sent:** Monday, January 23, 2023 4:32 PM  
**To:** Jessica Heidari <jheidari@rtacq.com>; Negrete, Humberto@CVFPB <Humberto.Negrete@cvflood.ca.gov>; Silva, Jamie@CVFPB <Jamie.Silva@cvflood.ca.gov>  
**Cc:** Chris Santala <csantala@padreinc.com>; Buckley, Andrea@CVFPB <Andrea.Buckley@CVFlood.ca.gov>; Tyler White <twhite@rtacq.com>; Christopher Jellison <cjellison@rtacq.com>; Matsumoto, Bryan T CIV USARMY CESPAN (USA) <Bryan.T.Matsumoto@usace.army.mil>; Autumn Gasparella <AGasparella@rtacq.com>; Natalie Goetz <ngoetz@PadreInc.com>; clove . <clove@solanolafco.com>; Sheehan, Meily <mshsheehan@fairfield.ca.gov>  
**Subject:** RE: Arrive Fairfield 408

Hi Humberto,

This is really a letter of non-objection to the annexation. I have also included Christina Love with Solano County LAFCO and Meily Sheehan with the City of Fairfield. They are our principal points of contact for this annexation.

By way of background, the County and City are cooperating to annex all County islands in the City. This is to effectuate several County and City planning and service policies.

We are glad to coordinate a call amongst the agencies and stakeholders to answer any questions. However, if there is no objection, please have the appropriate person execute the document on your letterhead and provide it to this group.

Thanks,

Brent

**From:** Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>  
**Sent:** Monday, January 23, 2023 12:55 PM  
**To:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>; Silva, Jamie@CVFPB <[Jamie.Silva@cvflood.ca.gov](mailto:Jamie.Silva@cvflood.ca.gov)>  
**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>; Tyler White <[twhite@rtacq.com](mailto:twhite@rtacq.com)>; Christopher Jellison <[cjellison@rtacq.com](mailto:cjellison@rtacq.com)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>; Autumn Gasparella <[AGasparella@rtacq.com](mailto:AGasparella@rtacq.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>  
**Subject:** RE: Arrive Fairfield 408

Hi Humberto,

Can you please confirm the ETA on the Letter of Consent needed for the LAFCO application? We'd like to obtain as soon as possible, please. Let me know if there is anything further I can do to help move this along.

Kind Regards,

**Jessica Heidari**  
 Assistant Project Manager  
 TK Consulting, Inc.

2082 Michelson Dr. 4<sup>th</sup> Floor  
 Irvine, CA 92612  
[jheidari@rtacq.com](mailto:jheidari@rtacq.com)  
 949.299.0861

---

**From:** Jessica Heidari  
**Sent:** Tuesday, November 22, 2022 3:41 PM  
**To:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>  
**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>; Tyler White <[twhite@rtacq.com](mailto:twhite@rtacq.com)>; Christopher Jellison <[cjellison@rtacq.com](mailto:cjellison@rtacq.com)>  
**Subject:** RE: Arrive Fairfield 408

Hi Humberto and Andrea,

Thank you for taking the time to be on a call with us late last week. Were you able to get the 408 permit to ACOE last Friday? If not, can you please confirm it will go out Monday 11/28/22 at latest?

Please see attached LAFCO application that is being included as a package application to annex in other "Fairfield Islands" with the City of Fairfield. At this time, we haven't had to supply any other materials as this is being led by Solano LAFCO and the City of Fairfield. We'll keep you updated on the process, but in the meantime, please review the application and Letter of Consent. Upon review, please add the Letter of Consent to the Flood Board's letter head and return a signed copy. We will forward the Letter of Consent to LAFCO and copy you and Humberto.

Hope you and yours have a wonderful Thanksgiving holiday!

Kind Regards,

**Jessica Heidari**  
Project Coordinator  
TK Consulting, Inc.

2082 Michelson Dr. 4<sup>th</sup> Floor  
Irvine, CA 92612  
[jheidari@rtacq.com](mailto:jheidari@rtacq.com)  
949.299.0861

---

**From:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>  
**Sent:** Wednesday, November 16, 2022 10:31 AM  
**To:** Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>  
**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>; Tyler White <[twhite@rtacq.com](mailto:twhite@rtacq.com)>; Christopher Jellison <[cjellison@rtacq.com](mailto:cjellison@rtacq.com)>  
**Subject:** RE: Arrive Fairfield 408

Sounds good. Thank you.

**Humberto Negrete**  
Water Resources Engineer  
Central Valley Flood Protection Board  
  
(916) 574-0633 direct  
[Humberto.Negrete@CVFlood.ca.gov](mailto:Humberto.Negrete@CVFlood.ca.gov)

---

**From:** Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>  
**Sent:** Wednesday, November 16, 2022 9:45 AM  
**To:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>; Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>  
**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>; Tyler White <[tyler.white@rtacq.com](mailto:tyler.white@rtacq.com)>; Christopher Jellison <[cjellison@rtacq.com](mailto:cjellison@rtacq.com)>  
**Subject:** RE: Arrive Fairfield 408

Hi Humberto,

Let's proceed with the meeting as you proposed. Jessica will lead the meeting on our side and Chris will be available to represent Padre.

Thanks,

Brent

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**From:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>  
**Sent:** Wednesday, November 16, 2022 9:09 AM  
**To:** Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>  
**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>  
**Subject:** RE: Arrive Fairfield 408

Good morning,



## Agenda Item 7.A Fairfield Island Annexation Phase 1

I've received two requests to change the meeting date and time. Unfortunately, Andrea and I will not be in-office next week. If the Thursday date is not desirable, the meeting will need to wait until the week of the 28<sup>th</sup>. Let me know if the meeting needs to be rescheduled until after the holiday week.

Regards,

**Humberto Negrete**

Water Resources Engineer  
Central Valley Flood Protection Board

(916) 574-0633 direct

[Humberto.Negrete@CVFlood.ca.gov](mailto:Humberto.Negrete@CVFlood.ca.gov)

---

**From:** Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>

**Sent:** Tuesday, November 15, 2022 2:40 PM

**To:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>

**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>

**Subject:** RE: Arrive Fairfield 408

Hi Humberto,

Just following up on the below. Did you get a chance to look at Board staff schedules? I know we are kind of pinching against the Thanksgiving holiday.

Thanks,

**Jessica Heidari**

Project Coordinator  
TK Consulting, Inc.

2082 Michelson Dr. 4<sup>th</sup> Floor

Irvine, CA 92612

[jheidari@rtacq.com](mailto:jheidari@rtacq.com)

949.299.0861

---

**From:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>

**Sent:** Tuesday, November 8, 2022 2:34 PM

**To:** Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>

**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>

**Subject:** RE: Arrive Fairfield 408

Hi Brent,

I'll look over our Board staff schedules and send you some meeting dates for next week.

Thanks,

**Humberto Negrete**

Water Resources Engineer

Central Valley Flood Protection Board

Agenda Item 7.A Fairfield Island Annexation Phase 1

(916) 574-0633 direct

[Humberto.Negrete@CVFlood.ca.gov](mailto:Humberto.Negrete@CVFlood.ca.gov)

---

**From:** Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>  
**Sent:** Tuesday, November 8, 2022 2:31 PM  
**To:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>  
**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>  
**Subject:** RE: Arrive Fairfield 408

Hi Humberto,

Can we also have arrange a call with your land management group so I can debrief everyone on the LAFCO annexation?

Thanks,

Brent

---

**From:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>  
**Sent:** Tuesday, November 8, 2022 1:45 PM  
**To:** Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>  
**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>  
**Subject:** RE: Arrive Fairfield 408

Good afternoon Natalie,

I will have the package transmitted early next week. Once the 408 Group receives the submittal, we can schedule a meeting, if needed.

Regards,

**Humberto Negrete**

Water Resources Engineer

Central Valley Flood Protection Board

(916) 574-0633 direct

[Humberto.Negrete@CVFlood.ca.gov](mailto:Humberto.Negrete@CVFlood.ca.gov)

---

**From:** Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>  
**Sent:** Tuesday, November 8, 2022 1:38 PM  
**To:** Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>  
**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>; Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>  
**Subject:** Arrive Fairfield 408

Hi Bryan,

Agenda Item 7.A Fairfield Island Annexation Phase 1

Chris mentioned that you have been gathering more information regarding the Project's need for an encroachment permit and 408 permission.

We submitted an encroachment permit request to the CVFPB earlier this year and have been working toward having them initiate 408 consultation. The last we heard, Humberto mentioned on 10/18 that he was preparing the application package to send to the 408 department. **Humberto**, do you have any updates on this?

We are also trying to arrange a meeting to collaborate regarding the annexation process with LAFCO. Would you like to join these meetings or get any updates regarding the above next steps?

Thank you!

Natalie Goetz  
Staff Planner  
**Padre Associates, Inc.**  
369 Pacific Street  
San Luis Obispo, CA 93401  
Cell Phone: (805) 863-3452

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**Please consider the environment before printing this email.**

**EXHIBIT B**

Agenda Item 7.A Fairfield Island Annexation Phase 1

**Jessica Heidari**

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**From:** Jessica Heidari  
**Sent:** Friday, February 3, 2023 4:47 PM  
**To:** Negrete, Humberto@CVFPB; Matsumoto, Bryan T CIV USARMY CESPAN (USA); Silva, Jamie@CVFPB  
**Cc:** Tai, Kinwai CESPAN; Chris Santala; Buckley, Andrea@CVFPB; Tyler White; Christopher Jellison; Brent Little; Natalie Goetz; Campbell, Seth SPK; Lamb, Steven@CVFPB; Angela Pedroncelli; Andrew Palffy  
**Subject:** RE: Permit 19688 - Storm Outfall Project - Laurel Creek Diversion Channel - USACE Incomplete Letter

Hi Humberto

Thank you so much for you, CVFPB, and the Corps' time and attention with the Fairfield Apartments project. In our attempt to maintain the Local Maintaining Agency endorsement, the City of Fairfield chose not to sign. Instead, the City requested a study of alternatives in which we accomplished a design to drain into the existing storm drain along Sunset Ave. While it was our original design intention for the Fairfield Apartments to outfall into the Laurel Creek Diversion Channel, we will no longer need to pursue the 408 permit due to the revised project design.

We will, however, still be pursuing and coordinating for the annexation of our one island parcel and CVFPB's island parcel into the City of Fairfield. With that, we are still in need of the consent letter, please! Your continued support and collaboration is appreciated.

We are happy to discuss further by phone if needed. Again, thank you so much!

Respectfully,

**Jessica Heidari**  
 Assistant Project Manager  
 TK Consulting, Inc.

2082 Michelson Dr. 4<sup>th</sup> Floor  
 Irvine, CA 92612  
[jheidari@rtacq.com](mailto:jheidari@rtacq.com)  
 949.299.0861

---

**From:** Negrete, Humberto@CVFPB <Humberto.Negrete@cvflood.ca.gov>  
**Sent:** Thursday, January 19, 2023 12:55 PM  
**To:** Jessica Heidari <jheidari@rtacq.com>; Matsumoto, Bryan T CIV USARMY CESPAN (USA) <Bryan.T.Matsumoto@usace.army.mil>; Silva, Jamie@CVFPB <Jamie.Silva@cvflood.ca.gov>  
**Cc:** Tai, Kinwai CESPAN <Kinwai.Tai@usace.army.mil>; Chris Santala <csantala@padreinc.com>; Buckley, Andrea@CVFPB <Andrea.Buckley@CVFlood.ca.gov>; Tyler White <twhite@rtacq.com>; Christopher Jellison <cjellison@rtacq.com>; Brent Little <brent@urban-ab.com>; Natalie Goetz <ngoetz@PadreInc.com>; Campbell, Seth SPK <Seth.Campbell@usace.army.mil>; Lamb, Steven@CVFPB <Steven.Lamb@cvflood.ca.gov>; Aquino, Melvin <maquino@fairfield.ca.gov>; Aquino, Melvin <maquino@fairfield.ca.gov>; Angela Pedroncelli <apedroncelli@dkengin.com>; Andrew Palffy <apalffy@dkengin.com>  
**Subject:** RE: Permit 19688 - Storm Outfall Project - Laurel Creek Diversion Channel - USACE Incomplete Letter

Good afternoon Jessica,

Thank you for the notification. The requested extension until February 3<sup>rd</sup> is approved. I will check back with you by the end of next week.

Regards,

**Humberto Negrete**

Water Resources Engineer  
Central Valley Flood Protection Board

(916) 574-0633 direct

[Humberto.Negrete@CVFlood.ca.gov](mailto:Humberto.Negrete@CVFlood.ca.gov)

---

**From:** Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>  
**Sent:** Thursday, January 19, 2023 11:58 AM  
**To:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>; Silva, Jamie@CVFPB <[Jamie.Silva@cvflood.ca.gov](mailto:Jamie.Silva@cvflood.ca.gov)>  
**Cc:** Tai, Kinwai CESP <[Kinwai.Tai@usace.army.mil](mailto:Kinwai.Tai@usace.army.mil)>; Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>; Tyler White <[twhite@rtacq.com](mailto:twhite@rtacq.com)>; Christopher Jellison <[cjellison@rtacq.com](mailto:cjellison@rtacq.com)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Campbell, Seth SPK <[Seth.Campbell@usace.army.mil](mailto:Seth.Campbell@usace.army.mil)>; Lamb, Steven@CVFPB <[Steven.Lamb@cvflood.ca.gov](mailto:Steven.Lamb@cvflood.ca.gov)>; Aquino, Melvin <[maquino@fairfield.ca.gov](mailto:maquino@fairfield.ca.gov)>; Aquino, Melvin <[maquino@fairfield.ca.gov](mailto:maquino@fairfield.ca.gov)>; Angela Pedroncelli <[apedroncelli@dkengin.com](mailto:apedroncelli@dkengin.com)>; Andrew Palffy <[apalffy@dkengin.com](mailto:apalffy@dkengin.com)>  
**Subject:** RE: Permit 19688 - Storm Outfall Project - Laurel Creek Diversion Channel - USACE Incomplete Letter

Hi Humberto and Jamie,

Our team has been diligently working on the requested information and working directly with the City of Fairfield. The City has asked us to study an alternative before they sign the Maintenance Agreement. With that, we would like to request an extension for the requested information originally due within 30 days of the attached USACE Incomplete Letter. Can you please confirm if we can extend the information submittal deadline to Friday, February 3<sup>rd</sup>, 2023?

I have copied Alivn Lei and Melvin Aquino from the Public Works Engineering Department at the City of Fairfield.

Thank you,

**Jessica Heidari**

Assistant Project Manager  
TK Consulting, Inc.

2082 Michelson Dr. 4<sup>th</sup> Floor

Irvine, CA 92612

[jheidari@rtacq.com](mailto:jheidari@rtacq.com)

949.299.0861

---

**From:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>  
**Sent:** Friday, January 6, 2023 3:29 PM  
**To:** Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>  
**Cc:** Tai, Kinwai CESP <[Kinwai.Tai@usace.army.mil](mailto:Kinwai.Tai@usace.army.mil)>; Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>; Tyler White <[twhite@rtacq.com](mailto:twhite@rtacq.com)>; Christopher Jellison <[cjellison@rtacq.com](mailto:cjellison@rtacq.com)>; Campbell, Seth SPK <[Seth.Campbell@usace.army.mil](mailto:Seth.Campbell@usace.army.mil)>; Lamb, Steven@CVFPB <[Steven.Lamb@cvflood.ca.gov](mailto:Steven.Lamb@cvflood.ca.gov)>; Silva,

Jamie@CVFPB <[Jamie.Silva@cvflood.ca.gov](mailto:Jamie.Silva@cvflood.ca.gov)>

**Subject:** RE: Permit 19688 - Storm Outfall Project - Laurel Creek Diversion Channel - USACE Incomplete Letter

Ok, thank you. I will get back to you on an ETA.

Have a good weekend.

**Humberto Negrete**

Water Resources Engineer  
Central Valley Flood Protection Board

(916) 574-0633 direct

[Humberto.Negrete@CVFlood.ca.gov](mailto:Humberto.Negrete@CVFlood.ca.gov)

---

**From:** Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>

**Sent:** Friday, January 6, 2023 3:27 PM

**To:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>

**Cc:** Tai, Kinwai CESP <[Kinwai.Tai@usace.army.mil](mailto:Kinwai.Tai@usace.army.mil)>; Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>; Tyler White <[twhite@rtacq.com](mailto:twhite@rtacq.com)>; Christopher Jellison <[cjellison@rtacq.com](mailto:cjellison@rtacq.com)>; Campbell, Seth SPK <[Seth.Campbell@usace.army.mil](mailto:Seth.Campbell@usace.army.mil)>; Lamb, Steven@CVFPB <[Steven.Lamb@cvflood.ca.gov](mailto:Steven.Lamb@cvflood.ca.gov)>; Silva, Jamie@CVFPB <[Jamie.Silva@cvflood.ca.gov](mailto:Jamie.Silva@cvflood.ca.gov)>

**Subject:** RE: Permit 19688 - Storm Outfall Project - Laurel Creek Diversion Channel - USACE Incomplete Letter

Hi Humberto,

No need at this point, but thank you!!

Can you please confirm when we can expect the Letter of Consent?

Much appreciated,

**Jessica Heidari**

Assistant Project Manager  
TK Consulting, Inc.

2082 Michelson Dr. 4<sup>th</sup> Floor

Irvine, CA 92612

[jheidari@rtacq.com](mailto:jheidari@rtacq.com)

949.299.0861

---

**From:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>

**Sent:** Tuesday, January 3, 2023 1:16 PM

**To:** Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>

**Cc:** Tai, Kinwai CESP <[Kinwai.Tai@usace.army.mil](mailto:Kinwai.Tai@usace.army.mil)>; Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>; Tyler White <[twhite@rtacq.com](mailto:twhite@rtacq.com)>; Christopher Jellison <[cjellison@rtacq.com](mailto:cjellison@rtacq.com)>; Campbell, Seth SPK <[Seth.Campbell@usace.army.mil](mailto:Seth.Campbell@usace.army.mil)>; Lamb, Steven@CVFPB <[Steven.Lamb@cvflood.ca.gov](mailto:Steven.Lamb@cvflood.ca.gov)>; Silva, Jamie@CVFPB <[Jamie.Silva@cvflood.ca.gov](mailto:Jamie.Silva@cvflood.ca.gov)>

**Subject:** RE: Permit 19688 - Storm Outfall Project - Laurel Creek Diversion Channel - USACE Incomplete Letter

Good afternoon,

Apologies for the delayed response. The requested information is from the USACE 408 Group so I will need to check on their availability and then coordinate a meeting date. I will get back to you as soon as I have some information.

Regards,

**Humberto Negrete**

Water Resources Engineer  
Central Valley Flood Protection Board

(916) 574-0633 direct

[Humberto.Negrete@CVFlood.ca.gov](mailto:Humberto.Negrete@CVFlood.ca.gov)

---

**From:** Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>

**Sent:** Friday, December 23, 2022 11:22 AM

**To:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>

**Cc:** Tai, Kinwai CESP <[Kinwai.Tai@usace.army.mil](mailto:Kinwai.Tai@usace.army.mil)>; Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>; Tyler White <[twhite@rtacq.com](mailto:twhite@rtacq.com)>; Christopher Jellison <[cjellison@rtacq.com](mailto:cjellison@rtacq.com)>; Campbell, Seth SPK <[Seth.Campbell@usace.army.mil](mailto:Seth.Campbell@usace.army.mil)>; Lamb, Steven@CVFPB <[Steven.Lamb@cvflood.ca.gov](mailto:Steven.Lamb@cvflood.ca.gov)>; Silva, Jamie@CVFPB <[Jamie.Silva@cvflood.ca.gov](mailto:Jamie.Silva@cvflood.ca.gov)>

**Subject:** RE: Permit 19688 - Storm Outfall Project - Laurel Creek Diversion Channel - USACE Incomplete Letter

Good Morning Humberto,

Thank you for forwarding. We will review internally and confirm our expected date of submittal for the items listed under "a. Information for requester to provide." It might be worth a call between you/your team and ours to ensure we understand the items in full before the submittal. Do you have availability the first week of January?

Thank you,

**Jessica Heidari**

Project Coordinator  
TK Consulting, Inc.

2082 Michelson Dr. 4<sup>th</sup> Floor

Irvine, CA 92612

[jheidari@rtacq.com](mailto:jheidari@rtacq.com)

949.299.0861

---

**From:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>

**Sent:** Friday, December 23, 2022 10:44 AM

**To:** Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>

**Cc:** Tai, Kinwai CESP <[Kinwai.Tai@usace.army.mil](mailto:Kinwai.Tai@usace.army.mil)>; Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>; Tyler White <[twhite@rtacq.com](mailto:twhite@rtacq.com)>; Christopher Jellison <[cjellison@rtacq.com](mailto:cjellison@rtacq.com)>; Campbell, Seth SPK <[Seth.Campbell@usace.army.mil](mailto:Seth.Campbell@usace.army.mil)>; Lamb, Steven@CVFPB <[Steven.Lamb@cvflood.ca.gov](mailto:Steven.Lamb@cvflood.ca.gov)>; Silva, Jamie@CVFPB <[Jamie.Silva@cvflood.ca.gov](mailto:Jamie.Silva@cvflood.ca.gov)>

**Subject:** RE: Permit 19688 - Storm Outfall Project - Laurel Creek Diversion Channel - USACE Incomplete Letter

Good morning,

The Board has received the attached correspondence from the USACE 408 Group regarding information needed to render a decision letter.

Additionally, please verify the coordinates for the following proposed encroachments:

<b>Permanent / Temporary Structures and Activities</b>			
<b>Encroachment Components / Details</b>	<b>Comments</b>	<b>Lat: decimal degrees</b>	<b>Long: decimal degrees</b>
<i>40 linear feet of 18-inch diameter storm drain pipeline (Permanent)</i>	<i>Pipe material to be Rubber Gasketed Reinforced Concrete Pipe Class III from detention basin to outfall structure headwall.</i>	<i>38.26218 To 38.26219</i>	<i>-121.01818 To -121.01800</i>
<i>Construct New Outfall Concrete Headwall (Permanent)</i>	<i>Per Caltrans Detail D89 and flap gate</i>	<i>38.26219</i>	<i>-121.01800</i>
<i>Retaining Wall at existing property line fence (Perm)</i>	<i>1-foot-tall retaining wall</i>	<i>38.26219</i>	<i>-121.01805</i>
<i>Rock Slope Protection (Permanent)</i>	<i>For bank stabilization. Existing bank has revetment.</i>	<i>38.26220</i>	<i>-122.01796</i>

Please let me know if you have any questions or if you will need more than 30 days to submit the information, which a expected date of submittal. Include the Board in any direct correspondence with the USACE.

Have a great holiday season.

Regards,

**Humberto Negrete**

Water Resources Engineer  
Central Valley Flood Protection Board

(916) 574-0633 direct

[Humberto.Negrete@CVFlood.ca.gov](mailto:Humberto.Negrete@CVFlood.ca.gov)

---

**From:** Negrete, Humberto@CVFPB

**Sent:** Friday, December 2, 2022 1:51 PM

**To:** Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>

**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>; Tyler White <[twhite@rtacq.com](mailto:twhite@rtacq.com)>; Christopher Jellison <[cjellison@rtacq.com](mailto:cjellison@rtacq.com)>; Campbell, Seth SPK <[Seth.Campbell@usace.army.mil](mailto:Seth.Campbell@usace.army.mil)>; Lamb, Steven@CVFPB <[Steven.Lamb@cvflood.ca.gov](mailto:Steven.Lamb@cvflood.ca.gov)>; Silva, Jamie@CVFPB <[Jamie.Silva@cvflood.ca.gov](mailto:Jamie.Silva@cvflood.ca.gov)>

**Subject:** Permit 19688 - Sunset Ave Apts Storm Outfall Project - Laurel Creek Diversion Channel - Transmitted

Good afternoon,

The transmittal was sent today to 408 requesting they initiate their federal review. A copy of the transmittal can be access from the following link: <https://cadwr.box.com/s/depxhbex9m2zx0i4nfa888kl3fevlpzs>

Some outstanding items or items that still need clarification, and might be requested by the USACE 408 Group, are:

1. LMA endorsement from Fairfield Suisun Sewer District. Stated as in-progress at application submission.



Agenda Item 7.A Fairfield Island Annexation Phase 1

2. USACE going to require positive closure for the pipe.
3. Lease/agreement for constructing, operating, and maintaining the encroachment within the channel, which is owned in fee by the Board. This is needed to issue the permit to non-landowner.
4. Is the embankment between the outfall and detention basin designed to limit seepage and failure due to hydraulic loading?
5. Are there hydraulic drainage calculations prepared to account for the HGL of the channel?
6. Provide an overland release path should the basin be blocked or closed for any period of time to determine impacts to existing channel banks.
7. Does the design discharge of the outfall exceed predevelopment conditions?
8. Expected impacts to design flow due to pipe discharges.

A more detailed request should follow from 408 within 30 days of this submission. Let me know if you have any questions.

Regards,

**Humberto Negrete**

Water Resources Engineer  
Central Valley Flood Protection Board

(916) 574-0633 direct

[Humberto.Negrete@CVFlood.ca.gov](mailto:Humberto.Negrete@CVFlood.ca.gov)

---

**From:** Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>

**Sent:** Friday, December 2, 2022 1:11 PM

**To:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>

**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>; Tyler White <[twhite@rtacq.com](mailto:twhite@rtacq.com)>; Christopher Jellison <[cjellison@rtacq.com](mailto:cjellison@rtacq.com)>

**Subject:** RE: Arrive Fairfield 408

Hi Humberto,

I don't recall receiving a confirmation from you on the 408 permit, but I know you working on were clearing it. Can you please confirm?

Thank you,

**Jessica Heidari**

Project Coordinator  
TK Consulting, Inc.

2082 Michelson Dr. 4<sup>th</sup> Floor

Irvine, CA 92612

[jheidari@rtacq.com](mailto:jheidari@rtacq.com)

949.299.0861

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**From:** Jessica Heidari

**Sent:** Tuesday, November 29, 2022 3:14 PM

**To:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>

**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>; Tyler White <[twhite@rtacq.com](mailto:twhite@rtacq.com)>; Christopher Jellison <[cjellison@rtacq.com](mailto:cjellison@rtacq.com)>

**Subject:** RE: Arrive Fairfield 408

Hi Humberto,

I hope you had a nice Thanksgiving holiday. Can you please confirm if the 408 permit has been sent to ACOE? If you haven't already, will you be copying us on the email?

Thank you,

**Jessica Heidari**

Project Coordinator  
TK Consulting, Inc.

2082 Michelson Dr. 4<sup>th</sup> Floor  
Irvine, CA 92612  
[jheidari@rtacq.com](mailto:jheidari@rtacq.com)  
949.299.0861

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**From:** Jessica Heidari

**Sent:** Tuesday, November 22, 2022 3:41 PM

**To:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>

**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>; Tyler White <[twhite@rtacq.com](mailto:twhite@rtacq.com)>; Christopher Jellison <[cjellison@rtacq.com](mailto:cjellison@rtacq.com)>

**Subject:** RE: Arrive Fairfield 408

Hi Humberto and Andrea,

Thank you for taking the time to be on a call with us late last week. Were you able to get the 408 permit to ACOE last Friday? If not, can you please confirm it will go out Monday 11/28/22 at latest?

Please see attached LAFCO application that is being included as a package application to annex in other "Fairfield Islands" with the City of Fairfield. At this time, we haven't had to supply any other materials as this is being led by Solano LAFCO and the City of Fairfield. We'll keep you updated on the process, but in the meantime, please review the application and Letter of Consent. Upon review, please add the Letter of Consent to the Flood Board's letter head and return a signed copy. We will forward the Letter of Consent to LAFCO and copy you and Humberto.

Hope you and yours have a wonderful Thanksgiving holiday!

Kind Regards,

**Jessica Heidari**

Project Coordinator  
TK Consulting, Inc.

2082 Michelson Dr. 4<sup>th</sup> Floor  
Irvine, CA 92612

[jheidari@rtacq.com](mailto:jheidari@rtacq.com)  
949.299.0861

---

**From:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>  
**Sent:** Wednesday, November 16, 2022 10:31 AM  
**To:** Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>  
**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>; Tyler White <[twhite@rtacq.com](mailto:twhite@rtacq.com)>; Christopher Jellison <[cjellison@rtacq.com](mailto:cjellison@rtacq.com)>  
**Subject:** RE: Arrive Fairfield 408

Sounds good. Thank you.

**Humberto Negrete**

Water Resources Engineer  
Central Valley Flood Protection Board

(916) 574-0633 direct

[Humberto.Negrete@CVFlood.ca.gov](mailto:Humberto.Negrete@CVFlood.ca.gov)

---

**From:** Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>  
**Sent:** Wednesday, November 16, 2022 9:45 AM  
**To:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>; Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>  
**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>; Tyler White <[tyler.white@rtacq.com](mailto:tyler.white@rtacq.com)>; Christopher Jellison <[cjellison@rtacq.com](mailto:cjellison@rtacq.com)>  
**Subject:** RE: Arrive Fairfield 408

Hi Humberto,

Let's proceed with the meeting as you proposed. Jessica will lead the meeting on our side and Chris will be available to represent Padre.

Thanks,

Brent

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**From:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>  
**Sent:** Wednesday, November 16, 2022 9:09 AM  
**To:** Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>  
**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>  
**Subject:** RE: Arrive Fairfield 408

Good morning,

I've received two requests to change the meeting date and time. Unfortunately, Andrea and I will not be in-office next week. If the Thursday date is not desirable, the meeting will need to wait until the week of the 28<sup>th</sup>. Let me know if the meeting needs to be rescheduled until after the holiday week.

Regards,

**Humberto Negrete**

Water Resources Engineer  
Central Valley Flood Protection Board

(916) 574-0633 direct

[Humberto.Negrete@CVFlood.ca.gov](mailto:Humberto.Negrete@CVFlood.ca.gov)

**From:** Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>

**Sent:** Tuesday, November 15, 2022 2:40 PM

**To:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESPN (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>

**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>

**Subject:** RE: Arrive Fairfield 408

Hi Humberto,

Just following up on the below. Did you get a chance to look at Board staff schedules? I know we are kind of pinching against the Thanksgiving holiday.

Thanks,

**Jessica Heidari**

Project Coordinator  
TK Consulting, Inc.

2082 Michelson Dr. 4<sup>th</sup> Floor

Irvine, CA 92612

[jheidari@rtacq.com](mailto:jheidari@rtacq.com)

949.299.0861

**From:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>

**Sent:** Tuesday, November 8, 2022 2:34 PM

**To:** Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESPN (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>

**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>

**Subject:** RE: Arrive Fairfield 408

Hi Brent,

I'll look over our Board staff schedules and send you some meeting dates for next week.

Thanks,

**Humberto Negrete**

Water Resources Engineer  
Central Valley Flood Protection Board

(916) 574-0633 direct

[Humberto.Negrete@CVFlood.ca.gov](mailto:Humberto.Negrete@CVFlood.ca.gov)

**From:** Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>

**Sent:** Tuesday, November 8, 2022 2:31 PM

**To:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>; Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>;  
Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>  
**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Buckley, Andrea@CVFPB  
<[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>  
**Subject:** RE: Arrive Fairfield 408

Hi Humberto,

Can we also have arrange a call with your land management group so I can debrief everyone on the LAFCO annexation?

Thanks,

Brent

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**From:** Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>  
**Sent:** Tuesday, November 8, 2022 1:45 PM  
**To:** Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>; Matsumoto, Bryan T CIV USARMY CESP (USA)  
<[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>  
**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Jessica Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>;  
Buckley, Andrea@CVFPB <[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>  
**Subject:** RE: Arrive Fairfield 408

Good afternoon Natalie,

I will have the package transmitted early next week. Once the 408 Group receives the submittal, we can schedule a meeting, if needed.

Regards,

**Humberto Negrete**

Water Resources Engineer  
Central Valley Flood Protection Board

(916) 574-0633 direct

[Humberto.Negrete@CVFlood.ca.gov](mailto:Humberto.Negrete@CVFlood.ca.gov)

---

**From:** Natalie Goetz <[ngoetz@PadreInc.com](mailto:ngoetz@PadreInc.com)>  
**Sent:** Tuesday, November 8, 2022 1:38 PM  
**To:** Matsumoto, Bryan T CIV USARMY CESP (USA) <[Bryan.T.Matsumoto@usace.army.mil](mailto:Bryan.T.Matsumoto@usace.army.mil)>  
**Cc:** Chris Santala <[csantala@padreinc.com](mailto:csantala@padreinc.com)>; Negrete, Humberto@CVFPB <[Humberto.Negrete@cvflood.ca.gov](mailto:Humberto.Negrete@cvflood.ca.gov)>; Jessica  
Heidari <[jheidari@rtacq.com](mailto:jheidari@rtacq.com)>; Brent Little <[brent@urban-ab.com](mailto:brent@urban-ab.com)>; Buckley, Andrea@CVFPB  
<[Andrea.Buckley@CVFlood.ca.gov](mailto:Andrea.Buckley@CVFlood.ca.gov)>  
**Subject:** Arrive Fairfield 408

Hi Bryan,

Chris mentioned that you have been gathering more information regarding the Project's need for an encroachment permit and 408 permission.

We submitted an encroachment permit request to the CVFPB earlier this year and have been working toward having them initiate 408 consultation. The last we heard, Humberto mentioned on 10/18 that he was preparing the application package to send to the 408 department. **Humberto**, do you have any updates on this?

We are also trying to arrange a meeting to collaborate regarding the annexation process with LAFCO. Would you like to join these meetings or get any updates regarding the above next steps?

Thank you!

Natalie Goetz  
Staff Planner  
Padre Associates, Inc.  
369 Pacific Street  
San Luis Obispo, CA 93401  
Cell Phone: (805) 863-3452

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Please consider the environment before printing this email.



February 13, 2023

Suisun Fire Protection District  
455 Jackson Street  
Fairfield, CA 94534  
ATTN: Chief Abruzinni  
Ph: (707) 425-3605

RE: Proposed Annexation of Parcels into the City of Fairfield and Detachment from the Fire District (1776 Sunset Avenue/ APN 0037-060-480, and 0037-060-490)

Dear Chief Abruzinni,

I am writing in regard to the "Island Annexation" of County Parcels into the City of Fairfield, the detachment from the Suisun Fire Protection District ("SFPD"), and payment to SFPD for the detachment. We are the project management team working on behalf of the developer, Red Tail Multifamily Land Development, LLC, for the Arrive Fairfield project, formerly known as Sunset Avenue Apartments.

The City of Fairfield City Council has approved a proposal to annex the above-noted parcels into the City of Fairfield. We have been meeting regularly with Solano County LAFCo staff (Executive Officer Rich Seithel and Deputy Executive Officer Christina Love) and City Planning Department Staff (Meily Sheehan) to ensure a coordinated and smooth process of annexation. Discussions between LAFCo and the City have identified a number of other County "Islands" which both jurisdictions would prefer to be annexed into the City of Fairfield and utilize City services. These other "islands" would be "bundled" with the annexation of the above-listed Pittman Road properties.

There are five total properties proposed for annexation which currently are serviced by the SFPD. One of the LAFCo requirements of the annexation is the detachment of these properties from the Suisun Fire Protection District as the City of Fairfield Fire Department is required to serve the property upon annexation.

It is our understanding that the owners of the detaching properties are expected to pay in one lump sum 20 years' worth of the ad valorem fire tax, and the District Special Parcel Tax. We understand this lump sum payment is intended to compensate for the loss of expected revenue from these parcels and ensure that the District is properly funded moving forward. Rich Seithel, Executive Officer of Solano Local Agency Formation Commission, kindly

calculated the assessment on these five properties and the expected 20-year payments, shown below.

The total detachment payment has been calculated as \$21,708.46. Enclosed, please review the breakdown pertaining to the two parcels we are representing (APN #'s 0037-060-480 and 0037-060-490) and check #260 in the amount of \$1,666.79 for the said fee, which includes the amortized amount for the next twenty years. Please provide written confirmation accepting the detachment mitigation fee and approval of detachment. This would allow us to proceed to an August 2023 LAFCo hearing on the proposed annexations.

Should you have any questions or comments regarding the matter, please don't hesitate to call (323-351-8296) or email me directly ([agasparella@rtacq.com](mailto:agasparella@rtacq.com)). I also would be happy to coordinate a conference call or virtual meeting with you, me, and City and LAFCo staff to discuss any questions or concerns you might have. Thank you so much for your time and consideration.

Sincerely,

*Autumn Gasparella*

Autumn Gasparella  
Project Manager, TK Consulting  
c/o of Red Tail Multifamily Land Development, LLC

CC: Rich Seithel, Executive Officer, Solano County LAFCo, ([rseithel@solanolaftco.com](mailto:rseithel@solanolaftco.com))  
Christina Love, Deputy Executive Officer, Solano County LAFCo, ([clove@solanolaftco.com](mailto:clove@solanolaftco.com))  
Meily Sheehan, Principal Planner, City of Fairfield, ([msheehan@fairfield.ca.gov](mailto:msheehan@fairfield.ca.gov))  
Tendai Mtunga, Senior Planner, City of Fairfield, ([tmtunga@fairfield.ca.gov](mailto:tmtunga@fairfield.ca.gov))



DATE:02/13/2023 CK#:260 TOTAL:\$1,666.79\*\*\* BANK:SUISUN CITY PARCEL ACCT(suisun)  
PAYEE:SUISUN FIRE PROTECTION DISTRICT(suis455)

Agenda Item 7.A Fairfield Island Annexation Phase 1

Job(Prop)	Categ(Acct)	Invoice - Date	Description	Amount
suisun(suisun)	0068(17010-000)	Fire Detachment Fee-02/	Fire Detachment Fees	1,666.79
				1,666.79

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

**GF PARKWAYS, LLC**  
SUISUN CITY PARCEL ACCOUNT  
2082 Michelson Drive, 4th Floor  
Irvine, CA 92612

WESTAMERICA BANK  
San Rafael, CA

260

90-4021/1211

\*\*\*\* ONE THOUSAND SIX HUNDRED SIXTY SIX AND 79/100 DOLLARS

DATE	AMOUNT
02/13/2023	\$1,666.79***

PAY TO THE  
ORDER OF

SUISUN FIRE PROTECTION DISTRICT  
455 JACKSON ST  
FAIRFIELD, CA 94534

VOID IF NOT CASHED IN 90 DAYS

*[Signature]*  
AUTHORIZED SIGNATURE



⑈000260⑈ ⑆121140218⑆0501292064⑈

**State of California - Department of Fish and Wildlife**  
**2022 ENVIRONMENTAL DOCUMENT FILING FEE**  
**CASH RECEIPT**  
 DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a

RECEIPT NUMBER:  
 48 — 12/21/2022 — 232  
 STATE CLEARINGHOUSE NUMBER *(if applicable)*  
 2022080702

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY <b>CITY OF FAIRFIELD</b>	LEAD AGENCY EMAIL	DATE <b>12/21/2022</b>
COUNTY/STATE AGENCY OF FILING Solano	DOCUMENT NUMBER <b>12212022-232</b>	

PROJECT TITLE

**SUNSET AVENUE APARTMENTS**

PROJECT APPLICANT NAME <b>TK CONSULTING, INC</b>	PROJECT APPLICANT EMAIL	PHONE NUMBER <b>(707) 428-7387</b>
PROJECT APPLICANT ADDRESS <b>1000 WEBSTER STREET, SECOND FLOOR</b>	CITY <b>FAIRFIELD</b>	STATE <b>CA</b>
		ZIP CODE <b>94533</b>

PROJECT APPLICANT *(Check appropriate box)*

- Local Public Agency    
  School District    
  Other Special District    
  State Agency    
  Private Entity

CHECK APPLICABLE FEES:

- |   |            |    |          |
|---|------------|----|----------|
| <input type="checkbox"/> Environmental Impact Report (EIR)  | \$3,539.25 | \$ | 0.00     |
| <input checked="" type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)                                | \$2,548.00 | \$ | 2,548.00 |
| <input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW         | \$1,203.25 | \$ | 0.00     |
| <br>  |            |    |          |
| <input type="checkbox"/> Exempt from fee  |            |    |          |
| <input type="checkbox"/> Notice of Exemption (attach)   |            |    |          |
| <input type="checkbox"/> CDFW No Effect Determination (attach)  |            |    |          |
| <input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy)                   |            |    |          |
| <hr/>   |            |    |          |
| <input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only) | \$850.00   | \$ | 0.00     |
| <input checked="" type="checkbox"/> County documentary handling fee   |            | \$ | 50.00    |
| <input type="checkbox"/> Other  |            | \$ | 0.00     |

PAYMENT METHOD:

- Cash    
  Credit    
  Check    
  Other    
 TOTAL RECEIVED \$ **2,598.00**

SIGNATURE 	AGENCY OF FILING PRINTED NAME AND TITLE <b>AIMEE JOHNSON, DEPUTY</b>
---	---

Check Number: 194  
 Receipt Number: 1066581

Notice of Determination

Appendix D

To:
Office of Planning and Research
U.S. Mail: P.O. Box 3044 Sacramento, CA 95812-3044
Street Address: 1400 Tenth St., Rm 113 Sacramento, CA 95814
County Clerk
County of: Solano
Address: 675 Texas Street, Suite 1900 Fairfield, CA 94533

From:
Public Agency: City of Fairfield
Address: 1000 Webster Street: 2nd Floor Fairfield, CA 94533
Contact: Jonathan Atkinson
Phone: (707) 428-7387

Lead Agency (if different from above):
Address:
Contact:
Phone:

FILED

DEC 21 2022

Bill Emien, Clerk of the Board of Supervisors of the County of Solano, State of California
Deputy [Signature]

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2022080702

Project Title: Sunset Avenue Apartments

Project Applicant: TK Consulting, Inc.

Project Location (include county): Sunset Avenue and East Tabor Avenue (Solano County)

Project Description:

Multifamily residential development involving 130 apartments at Sunset Avenue and East Tabor Avenue (APNs: 0037-030-200 and -210; and 0037-060-480). Annexation of 4.72 acres of land located at Sunset Avenue (APNs: 0037-060-480 and -490) and Zone Change from Residential, Low Medium Density District to Residential, Medium Density District for 2.82-acres on Sunset Avenue (APN: 0037-060-480).

This is to advise that the City of Fairfield has approved the above (Lead Agency or Responsible Agency)

described project on 12/20/2022 and has made the following determinations regarding the above described project.

- 1. The project will not have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan was adopted for this project.
5. A statement of Overriding Considerations was not adopted for this project.
6. Findings were made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

Fairfield City Hall: 1000 Webster Street: 2nd Floor, Fairfield, CA 94533

Signature (Public Agency): [Signature] Title: Senior Planner

Date: 12/21/2022 Date Received for filing at OPR:

Authority cited: Sections 21083, Public Resources Code. Reference Section 21000-21174, Public Resources Code.

Document Posted From 12-21-2022 to Revised 2011

Deputy Clerk of the Board

**Official Departmental Receipt - County of Solano 1066581**

FAIRFIELD, CALIF., ~~City of~~ December 21, 2022

RECEIVED FROM City of Fairfield \$ 3598.00

IN PAYMENT OF NOD Filing + Admin Fees Two Thousand Five Hundred and Ninety Eight and no/100 DOLLARS

Eq W # 48-12212022-232 CR#194 (Red Tail Land Development)

ORIGINAL

Doc # 12212022-232 CR#194 (Red Tail Land Development) LLC  
CAD/BOS  
BY [Signature] DEPARTMENT

# ANNEXATION EXHIBIT

## Sunset Avenue Apartments (APNs: 0037-060-480 and 0037-060-490)

EXHIBIT B



LEGEND	
<b>Zone Designations</b>	
AG	Agriculture
CC	Community Commercial
CD	Downtown Commercial
CDC	Downtown Commercial Core
CM	Mixed Commercial
CN	Neighborhood Commercial
CO	Office Commercial
CR	Regional Commercial
CS	Service Commercial
CT	Thoroughfare Commercial
IBP	Industrial Business Park
IG	General Industrial
IL	Limited Industrial
ITP	Industrial Technology Park
OSC	Open Space Conservation
PF	Public Facilities
REC	Recreation
RVL	Very Low Density Residential
RL	Low Density Residential
RLM	Low-Medium Density Residential
RM	Medium Density Residential
RH	High Density Residential
RVH	Very High Density Residential
None	Not in City / No Pre-Zoning
<b>Overlays</b>	
-NC	North Cordelia Overlay
-PD	Proposed Development Overlay
-PI	Downtown Parking Overlay
-H	Hillside Overlay



- Proposed Annexation Area
- Parcels
- Zoning



**EXHIBIT "A"**

**LAFCO PROJECT NO. 2023-05**

**PROJECT NAME: Fairfield Islands Annexation - Phase 1**

Page 1 of 3

**BEING A PORTION OF SECTION 19,  
TOWNSHIP 5 NORTH, RANGE 1 WEST, M.D.B.&M.,  
COUNTY OF SOLANO, STATE OF CALIFORNIA**

- Sheet 1- cover sheet
- Sheet 2- legal description
- Sheet 3- plat


**SURVEYOR'S STATEMENT**

This description and exhibit of "Fairfield Islands Annexation - Phase 1" boundary, prepared under my supervision is not a legal property description as defined in the Subdivision Map Act and may not be used as a basis for an offer for sale of the land described. It is for assessment purposes only.

 6/27/2023  
 Daniel Drummond, Is 6333 date

**COUNTY SURVEYOR'S STATEMENT**

This description and exhibit meets the requirements of the State Board of Equalization, the Solano County Assessor/Recorder's Office and confirms to the lines of annexation.

 6/28/2023  
 Brian L. Sousa, LS 7917 date  
 Acting County Surveyor



**APPROVED BY LOCAL AGENCY FORMATION COMMISSION:**

\_\_\_\_\_  
 Rich Seithel, Executive Officer date  
 Solano LAFCO

**EXHIBIT "A"**

**LAFCO PROJECT NO. 2023-05**

**PROJECT NAME: Fairfield Islands Annexation - Phase 1**

Page 2 of 3

The land referred to herein below is situated in the county of Solano, state of California and is described as follows:

All that property lying in section 19, township 5 North, range 1 West, M. D. B. & M., County of Solano, State of California, being a portion of lot 52 as shown on map entitled "Map of Locke Paddon Colony no. 4", recorded October 11, 1912, book 4 of maps at page 13, Solano County records, described as follows:

Commencing at a found monument at the intersection of Brandon Way and Sunset Ave;  
 (L1) Thence from said point of commencement, North 8° 54' 06" East 164.02 feet to the true point of beginning being the Northwest corner of the 4<sup>th</sup> Annexation District of 1982 Fairfield Resolution 1982-266, recorded November 23, 1982 in book 1982 at page 44171 Official Records Solano County, California, and a point on the East boundary of the 9<sup>th</sup> Annexation District of 1978 Fairfield Resolution 1978-177, recorded October 20, 1978 in book 1978 at page 88876 Official Records Solano County, California;

(L2) Thence from said true point of beginning leaving the Northwest corner of the 4<sup>th</sup> Annexation District of 1982 Fairfield Resolution 1982-266, along said Easterly boundary of said 9<sup>th</sup> Annexation District of 1978 Fairfield Resolution 1978-177 North 0° 06' 25" East ,300.35 feet to the Southerly boundary of the 4<sup>th</sup> Annexation District of 1972 Fairfield resolution 1972-50 (no recorded copy found);

(L3) Thence leaving said Easterly boundary of the 9<sup>th</sup> Annexation District of 1978 Fairfield Resolution 1978-177 along the Southerly boundary of said 4<sup>th</sup> Annexation District of 1972 Fairfield Resolution 1972-50 South 88° 54' 03" East 465.04 feet to the Southwesterly boundary of the 4<sup>th</sup> annexation district of 1970 (no recorded copy found);

(L4) Thence leaving 4<sup>th</sup> Annexation District of 1972 Fairfield Resolution 1972-50 along said Southerly boundary of said 4<sup>th</sup> annexation district of 1970 South 88° 54' 03" East 242.50 feet to the Northwesterly corner of the First Annexation District of 1977 Fairfield Resolution 1977-27 recorded April 21, 1977, in book 1977 at page 26448 Official Records Solano County, California;

(L5) Thence leaving said 4<sup>th</sup> Annexation District of 1970 along the Westerly boundary of said 1st Annexation District of 1977 Fairfield Resolution 1977-27 South 0° 05' 29" West, 300.10 feet to the most Northeasterly corner of said 4<sup>th</sup> Annexation District of 1982 Fairfield Resolution 1982-266;

(L6) Thence leaving said 1st Annexation District of 1977 Fairfield Resolution 1977-27, along the Northerly boundary of said 4<sup>th</sup> Annexation District Fairfield Resolution 1982-266 North 88° 55' 16" West 707.63 feet to the true point of beginning.

Containing 4.88 acres more or less.

End of description

prepared by:

  
 Daniel Drummond, Is 6333

6/27/2023  
 date





## **APPENDIX C**

### **BLESSED BAPTIST CHURCH ISLAND DOCUMENTS**

1. City of Fairfield City Council Approval Actions
2. Will Serve Letters
3. Suisun Fire Protection District Standard No. 11 Notice
4. Blessed Baptist Church CEQA: Adopted Mitigated Negative Declaration

**CITY OF FAIRFIELD****RESOLUTION NO. 2021-20****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD ADOPTING A MITIGATED NEGATIVE DECLARATION (ER2019-043) FOR ANNEXATION AND DEVELOPMENT OF A 10,342 SQUARE-FOOT CHURCH AND ASSOCIATED SITE IMPROVEMENTS ON A VACANT ±1.23-ACRE PARCEL ON SUNSET AVENUE (APN: 0037-160-040), AND FINDING THE PROPOSED ANNEXATION (ANX2019-002) OF THE ENTIRE ±2.1-ACRES LOCATED ON SUNSET AVENUE (APNS: 0037-160-040, 0037-160-060) CONSISTENT WITH THE CITY'S GENERAL PLAN AND MUNICIPAL SERVICE REVIEW.**

**WHEREAS**, on November 27, 2019 applications for Annexation (ANX2019-002), Minor Development Review (MD2019-010), and Environmental Review (ER2019-043) for a proposed 10,342 square-foot church and associated site improvements located off of Sunset Avenue (APN: 0037-160-040) ("Project") was properly filed with the Department of Community Development in accordance with the rules and regulations governing the official filing of such applications; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing for the proposed projects on November 18, 2020, approving the Development Review and forwarded the Mitigated Negative Declaration and Annexation to the City Council with recommendation for adoption and approval; and

**WHEREAS**, the City Council has held a duly noticed public hearing for the proposed Annexation and Mitigated Negative Declaration for the project on January 19, 2020; and

**WHEREAS**, the Planning Commission has reviewed the Mitigated Negative Declaration (ER2019-043) and Mitigation Monitoring Program for the Project and all comments received and, based on the whole record before it, recommends City Council adoption of the Mitigated Negative Declaration and Mitigation Monitoring Program, to wit:

- (a) City staff prepared an Initial Study of the potential environmental effects of the proposed Project. Staff determined that there were potential significant impacts associated with air quality, biological resources, cultural resources, geology and soils, and tribal cultural resources that could be mitigated to a less than significant level through air quality control measures (Mitigations AQ1); obtaining required pre-construction surveys for biological resources (Mitigations BIO1), protocols if archeological resources (Mitigation CR1), or human remains (Mitigation CR2) are uncovered during construction; protocols if paleontological resources (Mitigation GEO1) are uncovered during construction; meeting Sound Transmission Class Ratings construction standards (Mitigation NOI1); completing cultural sensitivity training prior to construction (Mitigation TC1) and protocols if tribal cultural resources (Mitigation TC2) are uncovered during construction. A copy of the Initial Study and Mitigated Negative Declaration are attached hereto as Exhibit "A" and incorporated herein by reference.

RES. NO. 2021-20

Page 2

- (b) City staff provided public notice of the public comment period and of the intent to adopt the Mitigated Negative Declaration as required by law.
- (c) There is no substantial evidence, in light of the whole record before the Planning Commission, that the Project, as conditioned, will have a significant effect on the environment.
- (d) The Mitigated Negative Declaration reflects the independent judgment and analysis of the Planning Commission.
- (e) The Mitigation Monitoring Plan set forth in the Mitigated Negative Declaration has been prepared in accordance with law.

**WHEREAS**, the Planning Commission has determined the following findings exist in support of this Annexation request:

- (a) The proposed annexation is consistent with the goals, policies, and objectives of the General Plan. *The site is designated Residential Medium on the General Plan Land Use Diagram. The annexation is necessary order to obtain the provision of City services, such as sewer and water, to serve the project's utility needs. The site is consistent with General Plan Land Use Element Objectives Policy ED 7.3: Preserve and enhance the community's assets and character, including education, agriculture, open space, recreational amenities, cultural amenities, and other factors, which make the community an attractive area to live, work, and invest; Policy LU 2.3: Review and comment on all development proposals within the unincorporated areas of the City's sphere of influence and in neighboring cities; Policy LU 10.1: Where infill development is proposed, the character, scale and density of existing single-family residential neighborhoods should be preserved in the new development; Objective LU 18: Encourage infill development and compact growth; Objective UD 4: Ensure high standards of quality in development; Objective UD 8: Encourage and approve infill development which is compatible with the surrounding area.*
- (b) The proposed annexation would not be detrimental to the public interest, health, safety, or welfare of the City. *Annexation of the site would not be detrimental to the public interest, health, safety or welfare of the City. Annexation of the site is necessary to facilitate development of the Project. The Project has been designed to complement and enhance the existing visual character of the site and its surroundings. The Project as proposed and the conditioned will ensure that it does not bear an adverse effect on the general welfare of the surrounding neighborhood and the City. The project has been conditioned to meet or exceed City of Fairfield design and development regulations and comply with all applicable sections of the Zoning Ordinance.*
- (c) The proposed annexation is consistent with the 2012 Municipal Service Review. *The project site is within of the City of Fairfield Sphere of Influence and has it been analyzed in the most recent 2012 Municipal Service Review. The Project will require LAFCO*

*approval of the proposed annexation. Therefore, the project entitlements shall not be valid unless and until LAFCO approves and completes the proposed annexation into the City of Fairfield.*

**WHEREAS**, the City Council desires to initiate proceedings pursuant to the Cortese-Knox-Hertberg Act of 2000, commencing with Section 56000 of the California Government Code, for a reorganization which would annex territory to the City of Fairfield.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:**

Section 1. The Mitigated Negative Declaration as contained in Exhibit "A" is hereby adopted.

Section 2. The annexation of the property described in Exhibit "B" is hereby found consistent with the General Plan and Focused Municipal Service Review. The Solano County LAFCO is hereby requested to take proceedings for the annexation of territory as authorized and in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of January, 2021, by the following vote:

AYES: COUNCILMEMBERS: PRICE / BERTANI / MOY / PANDURO / TIMM / TONNESEN / VACCARO

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

  
MAYOR

ATTEST:

  
CITY CLERK

**EXHIBIT A**

**CITY OF FAIRFIELD**

**Initial Study Questionnaire**

**PROJECT DESCRIPTION AND BACKGROUND**

**Project title:** Blessed Baptist Church  
**Contact Person:** Meily Sheehan, Senior Planner (707) 428-7474  
msheehan@fairfield.ca.gov

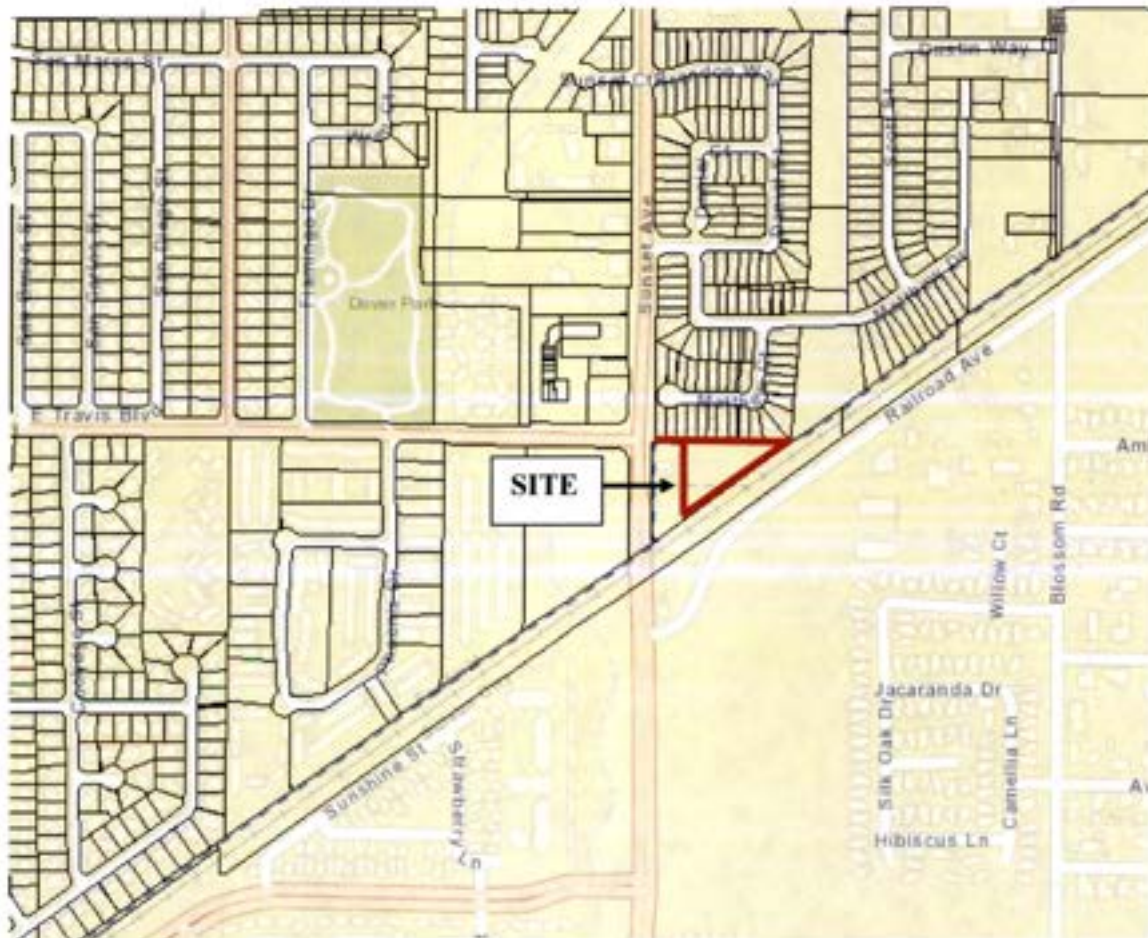
**Project Sponsor's Name and Address:** Joseph Palafox  
3939 Smith Street  
Union City, CA 94581

**General Plan Designation:** RM (Residential Medium)

**Zoning:** RM (Residential Medium)

**Project Location:** On Sunset Avenue, Fairfield, Solano County

**Longitude/Latitude:** 38.257999"N", -122.019069"W"  
**Assessor's Parcel Number:** 0037160040



**AVAILABILITY OF DOCUMENT:** This document is available for review at: 1000 Webster St, 2<sup>nd</sup> fl., Fairfield, CA; 8am-12pm, 1-5:30pm; Monday-Thursday, and the second, fourth, and fifth Fridays of each month.

**EXHIBIT B**

**LAFCO PROJECT NO. 2019-  
PROJECT NAME: BLESSED BAPTIST CHURCH  
ANNEXATION TO THE CITY OF FAIRFIELD  
GEOGRAPHIC DESCRIPTION**

The land referred to is situated in the unincorporated area of the County of Solano, State of California, and is described as follows:

Being a portion of Lot 41, as the same is shown on that certain map entitled: "LOCKE PADDON COLONY NO. 4", which map was filed for record in the office of the County Recorder of Solano County, California, October 11, 1912, in Book 4 of Maps, Page 13, described as follows:

**Beginning** at a point on the northwesterly boundary line of Southern Pacific Railroad Company right of way at the Northeasterly corner of Lot 41, LOCKE PADDON COLONY NO. 4, also being the common corner of Solano County with the City of Fairfield and City of Suisun City as shown on the 3<sup>rd</sup> Annexation District of 1984, City of Fairfield; thence along the prolongation of said line,

(C01) North 88°54'13" West, 509.35 feet to the westerly line of the Parcel described in that Grant Deed recorded as Document #200800040225, Solano County Official Records; thence along last said line,

(C02) South 00°06'15" West, 366.10 feet, more or less to the northwesterly boundary of the Southern Pacific Railroad Right of Way and the Suisun City limit line; thence along said City/County Limit Line and said northwesterly boundary line of the Southern Pacific Railroad Company,

(C03) North 55°03'11" East, 622.10 feet, more or less to the **Point of Beginning**.

Containing 2.1401 Acres, more or less.

*See Exhibit, plot to accompany description, attached hereto and made a part hereof.*

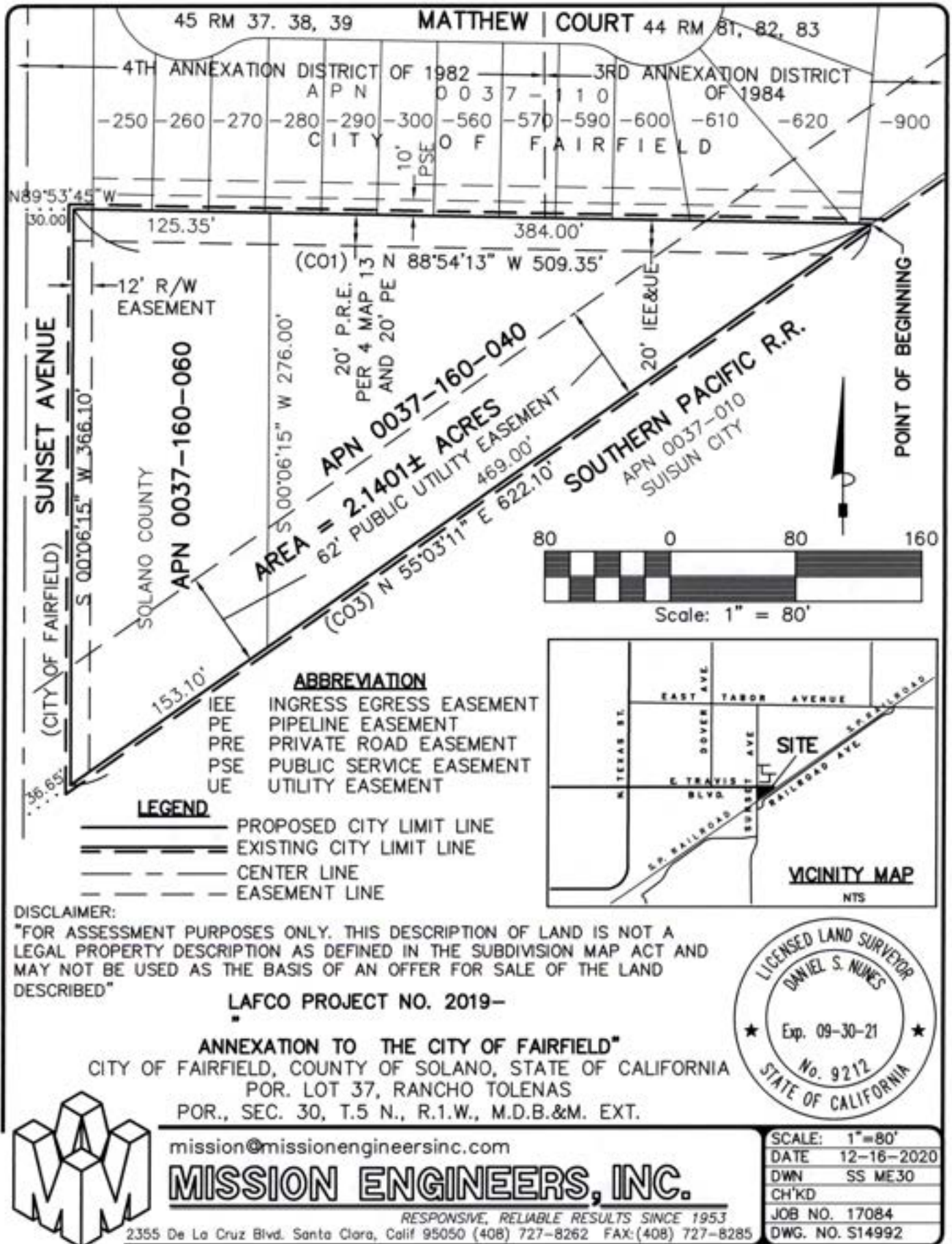
This Legal Description was prepared by or under the direction of:

\_\_\_\_\_  
Daniel S. Nunes, PLS 9212

Date



For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.





# FAIRFIELD-SUISUN SEWER DISTRICT

1010 CHADBOURNE ROAD • FAIRFIELD, CALIFORNIA 94534 • (707) 429-8930 • WWW.FSSD.COM

2/24/2023

Daniel Nunes  
Mission Engineers, Inc.  
2355 De La Cruz Boulevard  
Santa Clara, CA 95050

RE: Wastewater Service for APN Nos. 0037-160-040 & 0037-040-060

Fairfield-Suisun Sewer District (FSSD) is obligated to provide sewer service to all projects approved by the City of Fairfield on parcels within the limits of the City of Fairfield. The parcels would need to be annexed into the City of Fairfield in order to obtain sewer service. Please note that sewer capacity fees must be paid in order to secure entitlement to sewer capacity.

Sincerely,

Kyle Broughton  
Senior Engineer

Sent via email





PG&E Service Planning, 850 Stillwater Rd West Sacramento CA 95605

February 24, 2023

Mission Engineers, Inc.  
Attn: John Soares  
2355 De La Cruz Blvd Santa Clara, CA 95050

RE: 4408 Sunset Avenue & 4412 Sunset Avenue, Fairfield, CA 94533

Dear John Soares

This is to inform you that the Pacific Gas and Electric Company is the utility and the certified carrier of gas and electric energy serving the territory wherein the above captioned project is located.

Gas & Electric main extensions are made in accordance with the provisions of Gas & Electric Rule 15. Services are provided under Gas & Electric Rule 16. Copies of these Rules are available upon request.

To date, there has been no action on the part of the California Public Utilities Commission to close our residential or commercial rates to new or additional gas requirements. However, since all of our tariffs are subject to decisions of this Commission, you should be aware that our rules and rates in effect at the time service to the project is required will apply.

Sincerely,

Michael Harvey  
Industrial Power Engineer  
850 Stillwater Road, West Sacramento, CA 95605  
C: (530) 434-3603

---

**From:** Suisun District <firechief33sui@gmail.com>  
**Sent:** Friday, December 9, 2022 9:26 PM  
**To:** Kerri Watt  
**Subject:** Re: Suisun Fire Protection District - Detachment Payment

Good evening Kerri,

Thank you for reaching out and for speaking with me today. The Suisun Fire Protection District is in concurrence with the Deannexation from the district. If you have any questions please feel free to reach out to me. Thank you.

**Fire Chief**  
**Alfred Abruzzini**  
**Suisun Fire Protection District**  
**Office 707-425-3605**  
**Cell 707-333-4567**

On Dec 8, 2022, at 3:04 PM, Kerri Watt <kwatt@denovahomes.com> wrote:

Hello Chief Abruzzini,

I am following up on a conversation and an email I sent in mid-September (attached) regarding the detachment of some properties from the Suisun Fire Protection District and the calculation and of the detachment payment. Since that email, Meadow Creek Group, Inc., owner of several annexing properties and who I am representing, has agreed to pay the costs of five of the residential properties which are proposed to be detaining from SFPD. Please see the attached letter.

I would sincerely appreciate the opportunity to speak with you, and hopefully receive the SFPD's concurrence with the detachment payment and amount. Please don't hesitate to call or email with any questions or comments. Thank you so much!

*KERRI WATT*  
**Director of Entitlements**  
**DeNova Homes, Inc.**  
1500 Willow Pass Court  
Concord, CA 94520  
Office: (925) 685-0110, ext 610  
Direct: (925) 291-6828  
Cell: (925) 605-9304

<image001.jpg>

C:\Users\rseithel\Dropbox (Solano LAFCO)\2022 Projects (1)\2022-07 Fairfield Islands\Draft table 8-4 City of Fairfield APN of all islands (6)

Map Index	Detail Map	APN	Assessee	Parcel Address	Acres	Zoning	Water	Sewer	TRA	2021-22 Assd Value	Ad Valorem Fire Tax Share	Ad Valorem Fire Tax Revenue	Fire Special Parcel Tax	2021-22 Fire Property Tax \$ Estimate	20-yr at 2% growth/yr
n/a		44080160		535 PITTMAN ROAD	3.21	A20			60041	\$ 368,066	0.050009	\$ 184.07	\$ 178.30	\$ 362.37	\$ 8,804.54
n/a		44080170		475 PITTMAN ROAD	4.86	A20			60041	\$ 492,647	0.050009	\$ 246.37	\$ 178.30	\$ 424.67	\$ 10,318.31
x	A	180110120	GARTON MICHAEL & BEVERLY JT	228 LOPES ROAD	0.18	RTC1AC	no	yes	60040	\$ 160,963	0.050762	\$ 81.71	\$ 356.60	\$ 438.31	\$ 10,649.73
x	B	28182020	GUTIERREZ JUAN RODRIGUEZ JT	2291 WOOLNER AVENUE	0.44	RTC1AC	no	no	60064	\$ 352,186	0.077457	\$ 272.79	\$ -	\$ 272.79	\$ 6,628.15
	B	28182150	ROBINS JANICE JT	2287 WOOLNER AVENUE	0.19	RTC1AC	no	no	60064	\$ 428,929	0.077457	\$ 332.24	\$ -	\$ 332.24	\$ 8,072.45
x	B	28191010	RODRIGUEZ GILBERTO & JOSEFINA	335 HAMILTON DRIVE	0.19	RTC1AC	stubbed	yes	60064	\$ 101,623	0.077457	\$ 78.71	\$ -	\$ 78.71	\$ 1,912.55
x	B	28191020	BARAJAS ELIBERTO LOPEZ	339 HAMILTON DRIVE	0.4	RTC1AC	stubbed	no	60064	\$ 113,713	0.077457	\$ 88.08	\$ -	\$ 88.08	\$ 2,140.08
x	B	28191040	DARK CAROL J	401 HAMILTON DRIVE	2.82	RR2.5	stubbed	no	60065	\$ 157,026	0.077457	\$ 121.63	\$ -	\$ 121.63	\$ 2,955.23
x	D	37060480	CROSS CHARLES R & MARY E TR	1776 SUNSET AVENUE	0.85	RR2.5	yes	yes (2)	60065	\$ 82,592	0.077457	\$ 63.97	\$ -	\$ 63.97	\$ 1,554.38
	D	37060490	SAC & SAN JOAQUIN DRAIN DIST		2.06	A20	n/a	n/a	60065	\$ -	0.077457	\$ -	\$ -	\$ -	\$ -
x	D	37160040	BLESSED BAPTIST CHURCH	4408 SUNSET AVENUE	0.7	A20	no	no	60065	\$ 134,025	0.077457	\$ 103.81	\$ -	\$ 103.81	\$ 2,522.35
	D	37160060	WOODRUFF ROBERT E & DEBRA J TR	4412 SUNSET AVENUE	4.94	A20	no	yes (2)	60065	\$ 609,247	0.077457	\$ 471.90	\$ -	\$ 471.90	\$ 11,466.04
												<b>\$ 2,045.28</b>	<b>\$ 713.20</b>	<b>\$ 2,758.48</b>	<b>\$ 67,023.81</b>

**Cordelia Fire**  
**Suisun Fire**

	Yr 1	Yr 1 X 20	20 yrs w/2% ↑ /yr
Cordelia	\$ 1,225.34	\$ 24,506.84	\$ 29,772.59
Suisun	\$ 1,533.14	\$ 30,662.76	\$ 37,251.22
<b>Total</b>	<b>\$ 2,758.48</b>	<b>\$ 55,169.60</b>	<b>\$ 67,023.81</b>

### Notice of Determination

Appendix D

**To:**

Office of Planning and Research  
 U.S. Mail: \_\_\_\_\_ Street Address: \_\_\_\_\_  
 P.O. Box 3044 1400 Tenth St., Rm 113  
 Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk  
 County of: Solano \_\_\_\_\_  
 Address: 675 Texas Street \_\_\_\_\_  
 Fairfield, CA 94533 \_\_\_\_\_

**From:**

Public Agency: City of Fairfield  
 Address: 1000 Webster Street  
 Fairfield, CA 94533  
 Contact: Meily Sheehan  
 Phone: 707-428-7474

**FILED**

Lead Agency (if different from above) **FEB 22 2021**

Address: \_\_\_\_\_  
 Birgitte E. Corsello, Clerk of  
 the Board of Supervisors of  
 the County of Solano, State of California  
 Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Deputy: *[Signature]*

**SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.**

State Clearinghouse Number (if submitted to State Clearinghouse): \_\_\_\_\_

Project Title: Blessed Baptist Church

Project Applicant: Joseph Palafox, Blessed Baptist Church

Project Location (include county): Sunset Avenue (APNS: 0037-160-040, 0037-160-060) Fairfield, Solano CA

**Project Description:**

Annexation of two parcels totaling ±2.1 acres of of Sunset Avenue into the City of Fairfield in order to construct a 10,342 square-foot church and associated site improvements on one of the two parcels, the vacant ± 1.23-acre parcel (APN:0037-160-040).

This is to advise that the City of Fairfield has approved the above  
( Lead Agency or  Responsible Agency)

described project on January 19, 2021 and has made the following determinations regarding the above  
(date)  
described project.

1. The project [ will  will not] have a significant effect on the environment.
2.  An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.  
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [ were  were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [ was  was not] adopted for this project.
5. A statement of Overriding Considerations [ was  was not] adopted for this project.
6. Findings [ were  were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:  
Community Development Department – 2nd floor City Hall, 1000 Webster Street, Fairfield, CA 94533

Signature (Public Agency): *[Signature]* Title: Senior Planner

Date: 2-1-21 Date Received for filing at OPR: \_\_\_\_\_

Authority cited: Sections 21083, Public Resources Code.  
Reference Section 21000-21174, Public Resources Code.

Document Posted From 02-22-21 to \_\_\_\_\_ Revised 2011

Deputy Clerk of the Board

## ATTACHMENT A

### §56375

(a)(4) A commission shall not disapprove an annexation to a city, initiated by resolution, of contiguous territory that the commission finds is any of the following:

- (A) Surrounded or substantially surrounded by the city to which the annexation is proposed or by that city and a county boundary or the Pacific Ocean if the territory to be annexed is substantially developed or developing, is not prime agricultural land as defined in Section 56064, is designated for urban growth by the general plan of the annexing city, and is not within the sphere of influence of another city.
- (B) Located within an urban service area that has been delineated and adopted by a commission, which is not prime agricultural land, as defined by Section 56064, and is designated for urban growth by the general plan of the annexing city.
- (C) An annexation or reorganization of unincorporated islands meeting the requirements of Section 56375.3.

### §56375.3

(a) Island annexation may be approved without protest and election if all of the following requirements are met:

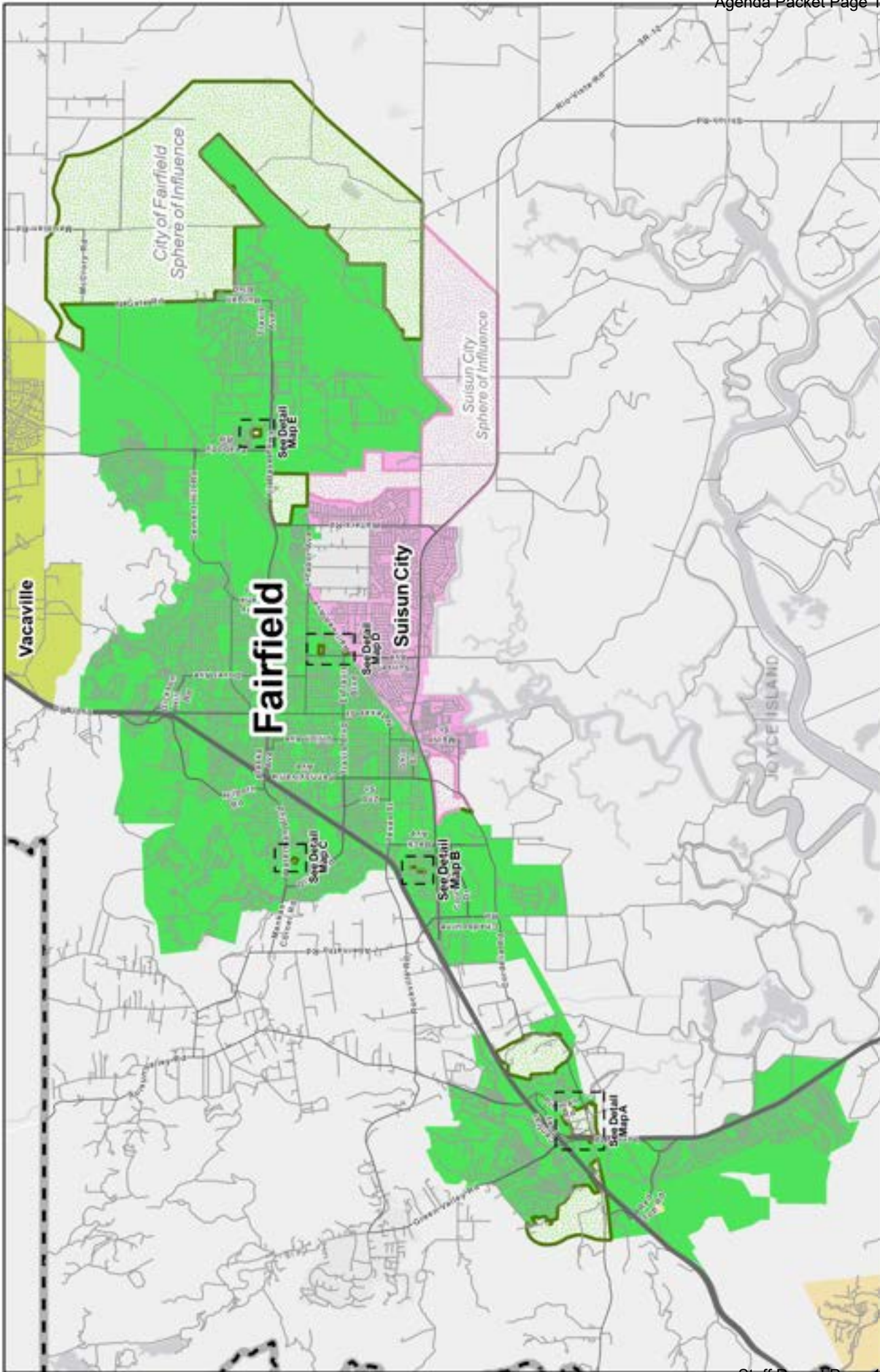
- (1) The change of organization or reorganization is initiated on or after January 1, 2000.
- (2) The change of organization or reorganization is proposed by resolution adopted by the affected city.
- (3) The commission finds that the territory contained in the change of organization or reorganization proposal meets all of the requirements set forth in subdivision (b).

(b) Subdivision (a) applies to territory that meets all of the following requirements:

- (1) It does not exceed 150 acres in area, and that area constitutes the entire island.
- (2) The territory constitutes an entire unincorporated island located within the limits of a city, or constitutes a reorganization containing a number of individual unincorporated islands.
- (3) It is surrounded in either of the following ways:
  - A. Surrounded, or substantially surrounded, by the city to which annexation is proposed or by the city and a county boundary or the Pacific Ocean.
  - B. Surrounded by the city to which annexation is proposed and adjacent cities.
- (4) It is substantially developed or developing. The finding required by this paragraph shall be based upon one or more factors, including, but not limited to, any of the following factors:
  - A. The availability of public utility services.
  - B. The presence of public improvements.
  - C. The presence of physical improvements upon the parcel or parcels within the area.
- (5) It is not prime agricultural land, as defined by Section 56064.
- (6) It will benefit from the change of organization or reorganization or is receiving benefits from the annexing city.
- (7) This subdivision does not apply to any unincorporated island within a city that is a gated community where services are currently provided by a community services district
- (8) Notwithstanding any other law, at the option of either the city or the county, a separate property tax transfer agreement may be agreed to between a city and a county pursuant to Section 99 of the Revenue and Taxation Code regarding an annexation subject to this subdivision without affecting any existing master tax sharing agreement between the city and county.

**B ATTACHMENT B**

**LAFCO Map of Existing Islands in City of  
Fairfield**



# City of Fairfield



Disclaimer: The information shown is intended to be used for general display only and is not to be used as an official map.



- City of Fairfield Boundary
- City of Fairfield Sphere of Influence
- Suisun City
- Suisun City Sphere of Influence
- City of Vacaville Boundary
- Solano County
- City of Vallejo



# City of Fairfield — Detail Map A

- City of Fairfield Boundary
- City of Fairfield Sphere of Influence



Disclaimer: The information shown is intended to be used for general display only and is not to be used as an official map.







**Fairfield**

**Fairfield**

APN: 0028-182-02

APN: 0028-182-15

APN: 0028-191-01

APN: 0028-191-02

APN: 0028-191-04

# City of Fairfield — Detail Map B

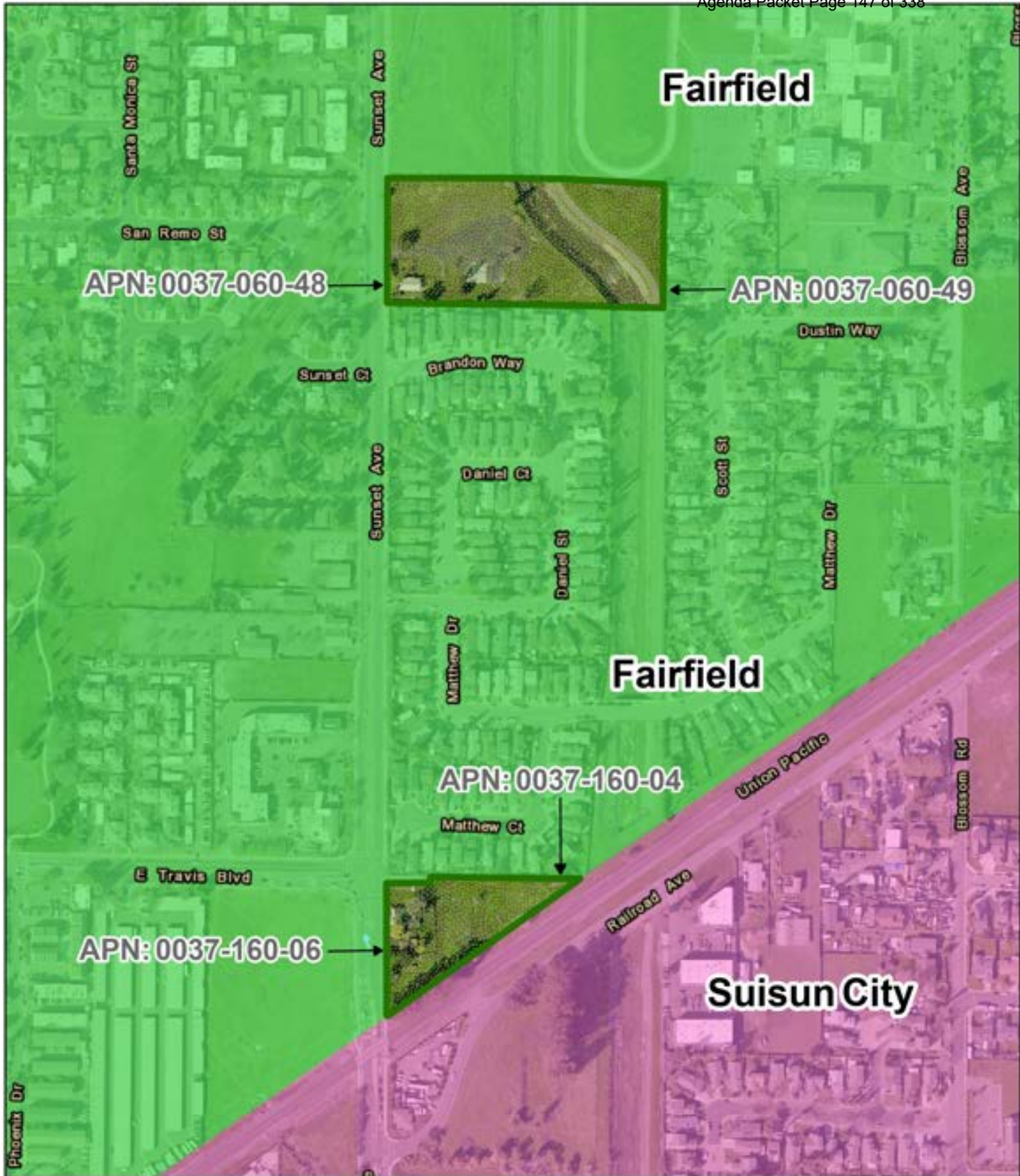


Disclaimer: The information shown is intended to be used for general display only and is not to be used as an official map.



- City of Fairfield Boundary
- City of Fairfield Sphere of Influence





# City of Fairfield — Detail Map D

- City of Fairfield Sphere of Influence
- City of Fairfield Boundary
- Suisun City



Disclaimer: The information shown is intended to be used for general display only and is not to be used as an official map.





# City of Fairfield — Detail Map E

- City of Fairfield Boundary
- City of Fairfield Sphere of Influence

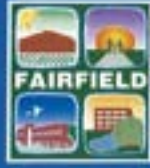


Disclaimer: The information shown is intended to be used for general display only and is not to be used as an official map.



**ATTACHMENT C**

**City of Fairfield Community Meeting Letter for  
Property Owners**



# CITY OF FAIRFIELD

*Founded 1856 - Incorporated December 12, 1903*

## Community Development Department

March 8, 2023

**Re: Pittman Road Proposed Bundle Annexation Comprising of a Total of Twelve (12) Properties on 16.51 Acres in Solano County**

Dear Property Owners:

The City of Fairfield will be hosting a property owners' meeting on March 25, 2023, at 10:30 A. M. to be held at the Fairfield Civic Center Library located east of the City Hall at 1150 Kentucky Street. The purpose of the meeting is to provide annexation procedures involving your property. All property owners are highly encouraged to attend.

The City is pursuing the annexation of areas of unincorporated Solano County associated with twelve (12) Assessor's Parcel Numbers which include your property.

The City of Fairfield is inviting you as our neighbors within our Sphere of Influence (SOI) to join the City through annexation. Your neighbors, namely Meadow Creek Group LLC, Blessed Baptist Church, and the Sunset Avenue Apartments, have already completed the City entitlement process towards annexation and their annexation applications are under review with the Solano County Local Agency Formation Commission (LAFCO). It is prudent to include your properties in this annexation so that your properties will not remain isolated as islands in the County surrounded by the City of Fairfield. If annexed your properties will benefit from the following City services:

- A full range of superior municipal services that are provided to all Fairfield residents;
- Service from City of Fairfield Police and Fire;
- City water and sewer services;
- Ability to vote for City elected officials, be appointed a member of a Board or Commission, or run for City Council.

Page 2

**Pittman Road Proposed Bundle Annexation Comprising of a Total of Twelve (12) Properties on 16.51 Acres in Solano County**

Please consider this letter of invitation as a courtesy of the City of Fairfield to provide all property owners with the knowledge that they are being annexed and the opportunity to participate in the annexation willingly. In addition, this annexation does not cost your property any normal annexation costs. You are being offered the opportunity to be a part of the City of Fairfield without paying any LAFCO Annexation Application fees. However, some unforeseeable City service connection charges may be applicable. Such charges may vary from parcel to parcel depending on the City services your property is already connected to or would like to be connected to.

In the case you may not want your property to be annexed, the City of Fairfield and LAFCO are empowered under Sections 56744 and 56375.3 of the Government Code to annex your property.

**Streamlined Island Annexation Process (Government Code §56375.3):**

The law provides that an "island annexation" initiated by a City must be approved by LAFCO and protest proceedings are waived if the following requirements are met:

1. Annexation is proposed by resolution of the annexing city.
2. The island is 150 acres or less in size.
3. The island is surrounded or substantially surrounded by the annexing city or by the annexing city and adjacent cities.
4. The island is not a gated community where services are currently provided by a community services district.
5. The island is substantially developed or developing based on the availability of public utilities, presence of public improvements or the presence of physical improvements on the parcels within the area.
6. The island is not prime agricultural land as defined in Government Code Section 56064.
7. The island is receiving benefits from the annexing city or will benefit from the city.
8. The island was not created after January 1, 2000.

Furthermore, California Legislature enacted special legislation in 2001 (Government Code Section 56375.3) to make it easier for cities to annex certain unincorporated islands. The law allows cities to annex islands through a streamlined process that does not require protest proceedings or elections, provided the island meets the above eight requirements and is 150 acres or less in size.

If you would like to meet prior to the property owners' meeting, or have any questions, please feel free to call or email me at [tmtunga@fairfield.ca.gov](mailto:tmtunga@fairfield.ca.gov) or 707-428-7446.

Page 3

**Pittman Road Proposed Bundle Annexation Comprising of a Total of Twelve (12) Properties  
on 16.51 Acres in Solano County**

Sincerely,

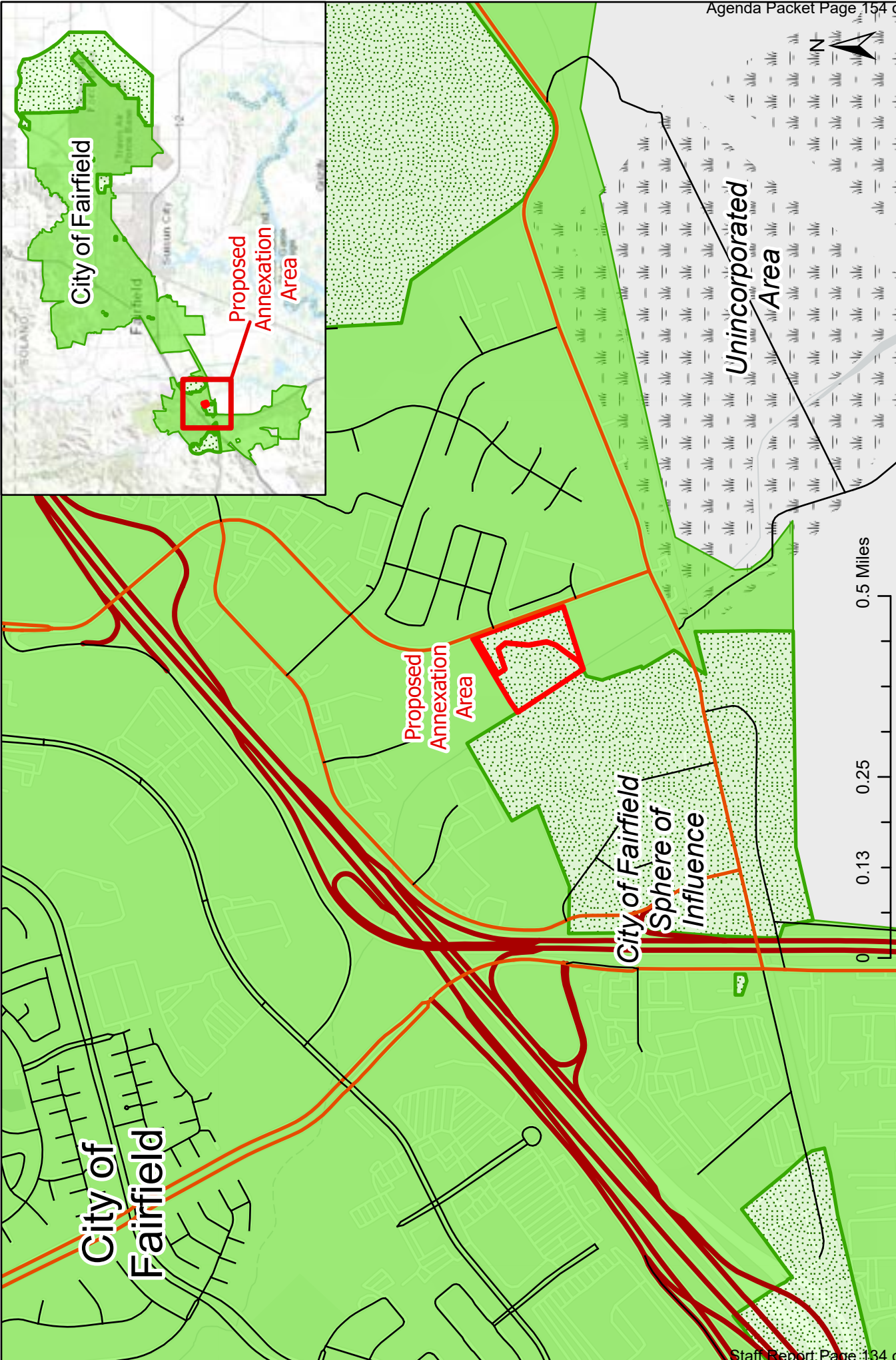
A handwritten signature in blue ink, appearing to read "T. Mtunga".

**Tendai Mtunga  
Senior Planner**



**ATTACHMENT D**

**Location Maps for Each Island**

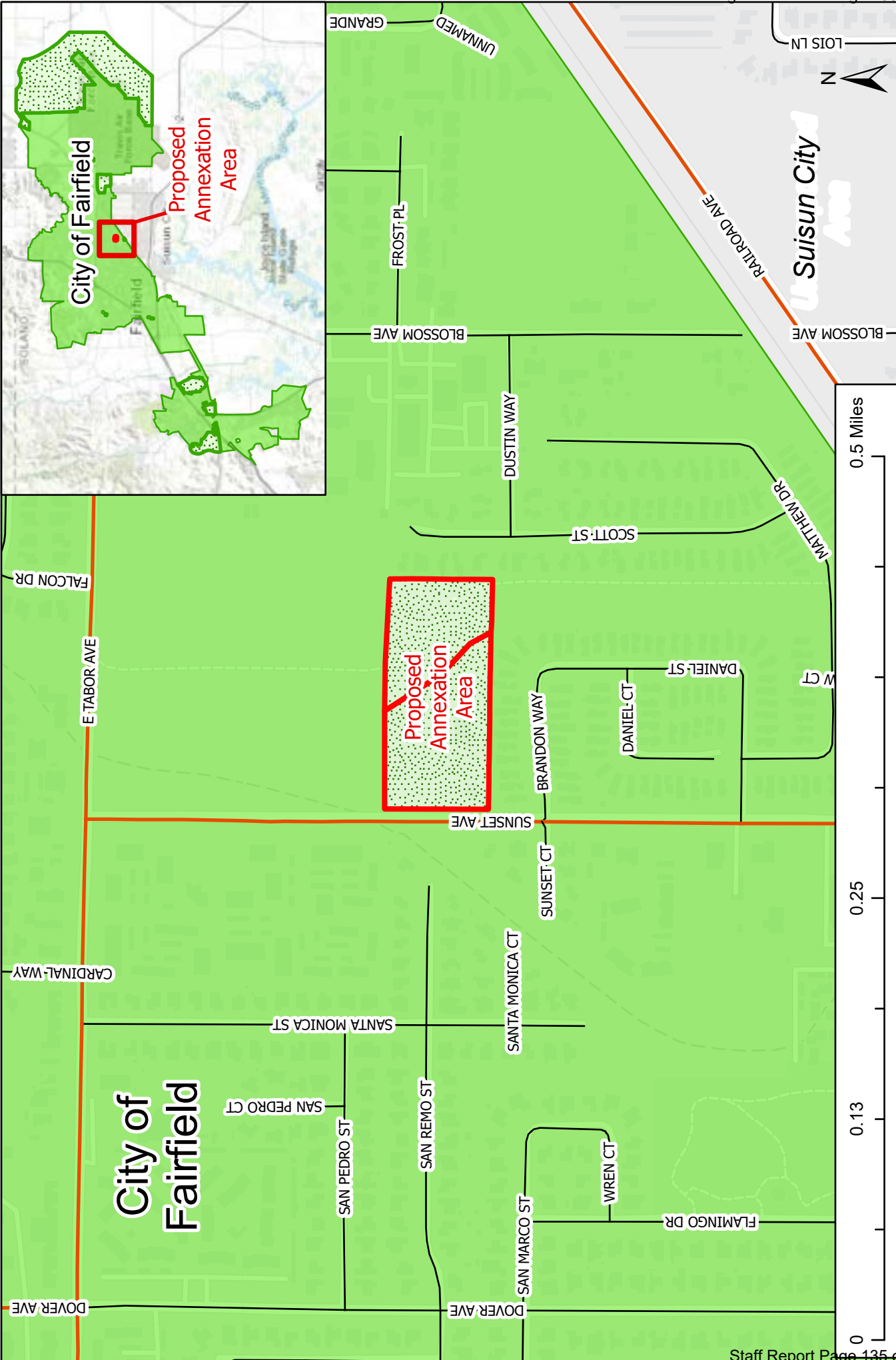


- Island A: Pittman Road
- Fairfield City Boundary
- Fairfield Sphere of Influence
- Highways
- Secondary Roads
- Local Roads

## Island A-PR: Pittman Road

Disclaimer: The information shown is intended to be used for general display purposes only and is not to be used as an official map.






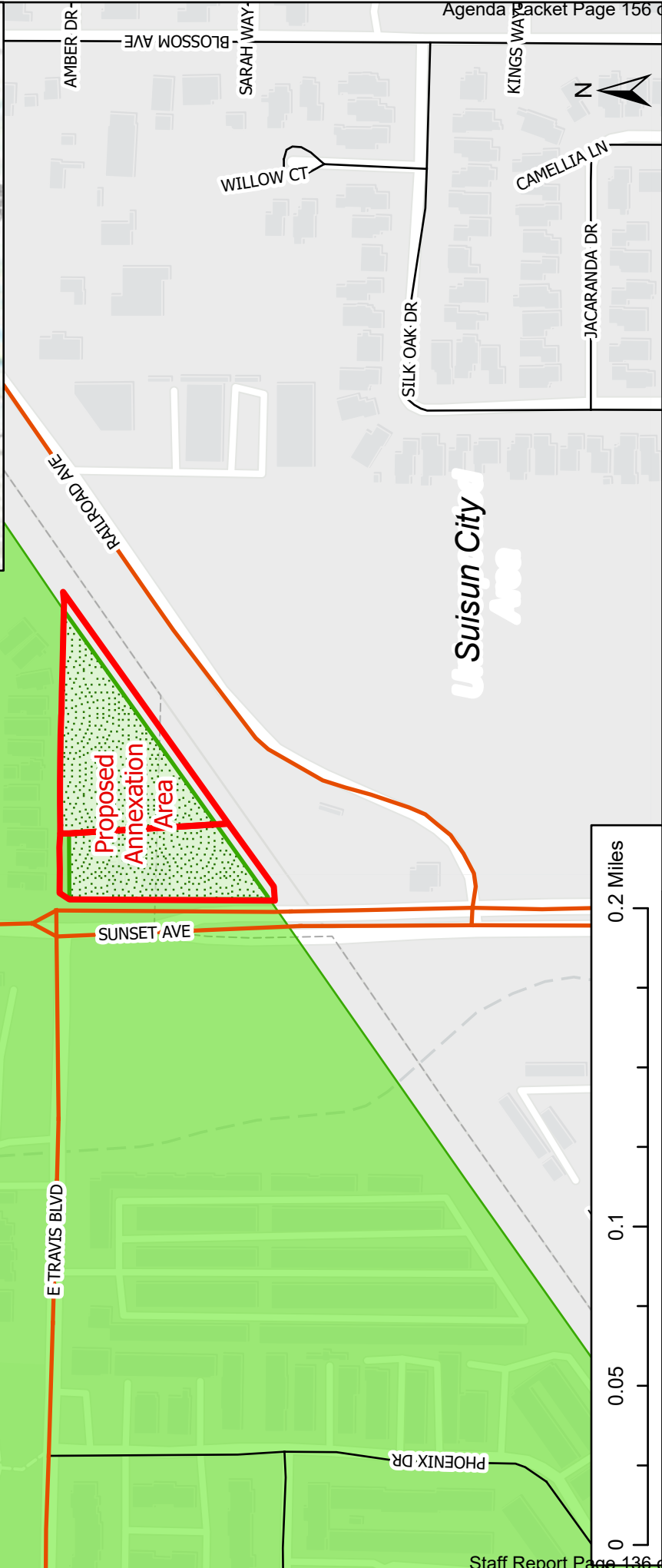
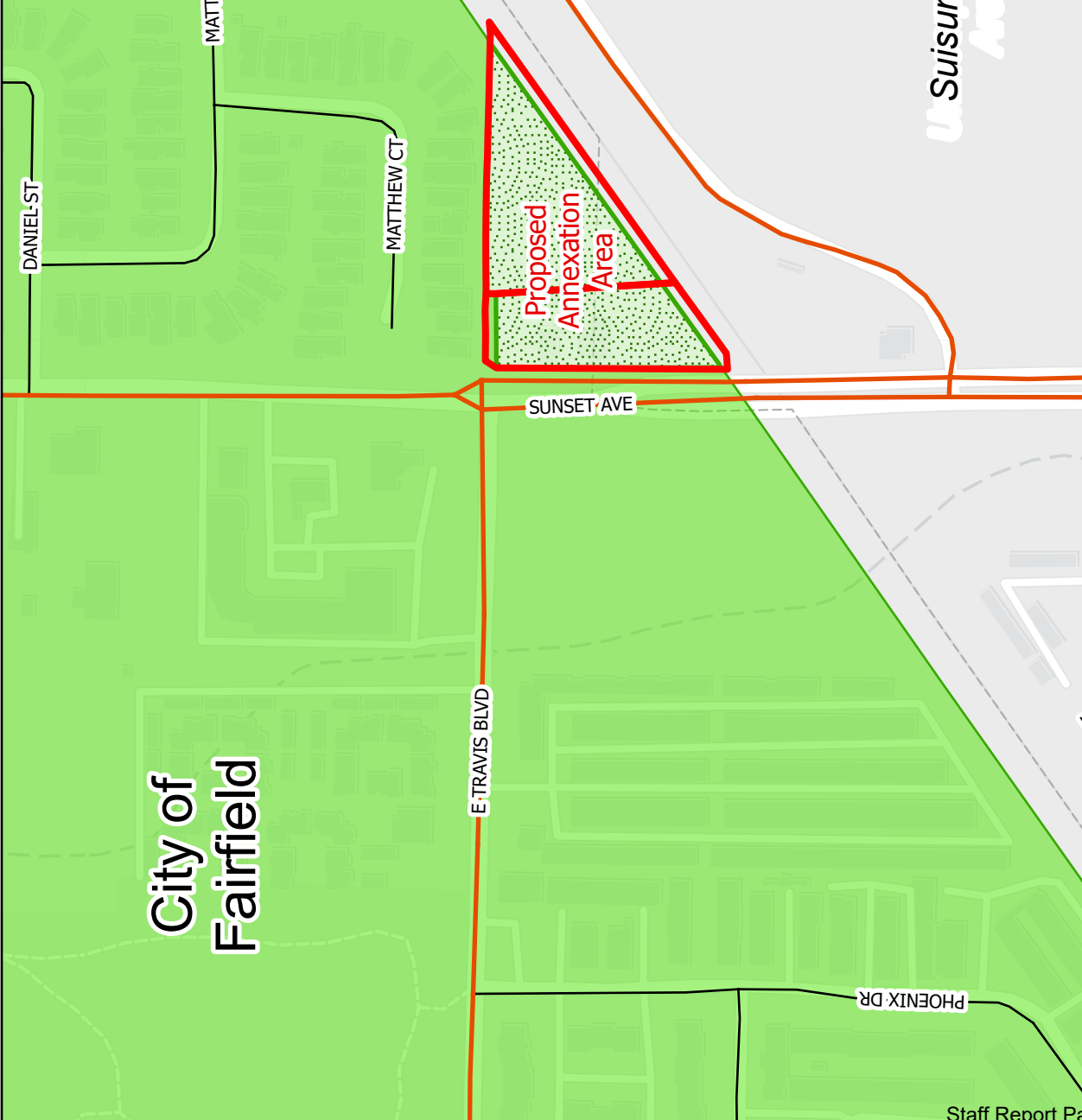
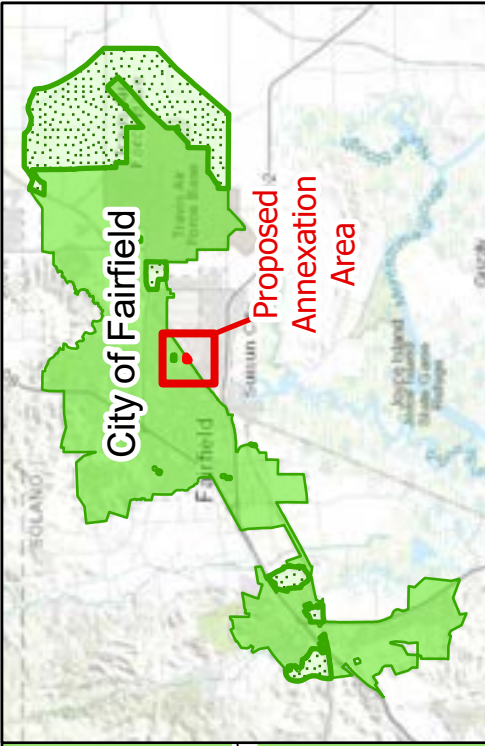
**Island B: Sunset Ave**

- Island B: Sunset Ave
- Fairfield City Boundary
- Fairfield Sphere of Influence
- Highways
- Secondary Roads
- Local Roads

**Island B-SA: Sunset Ave**



Disclaimer: The information shown is intended to be used for general display purposes only and is not to be used as an official map.





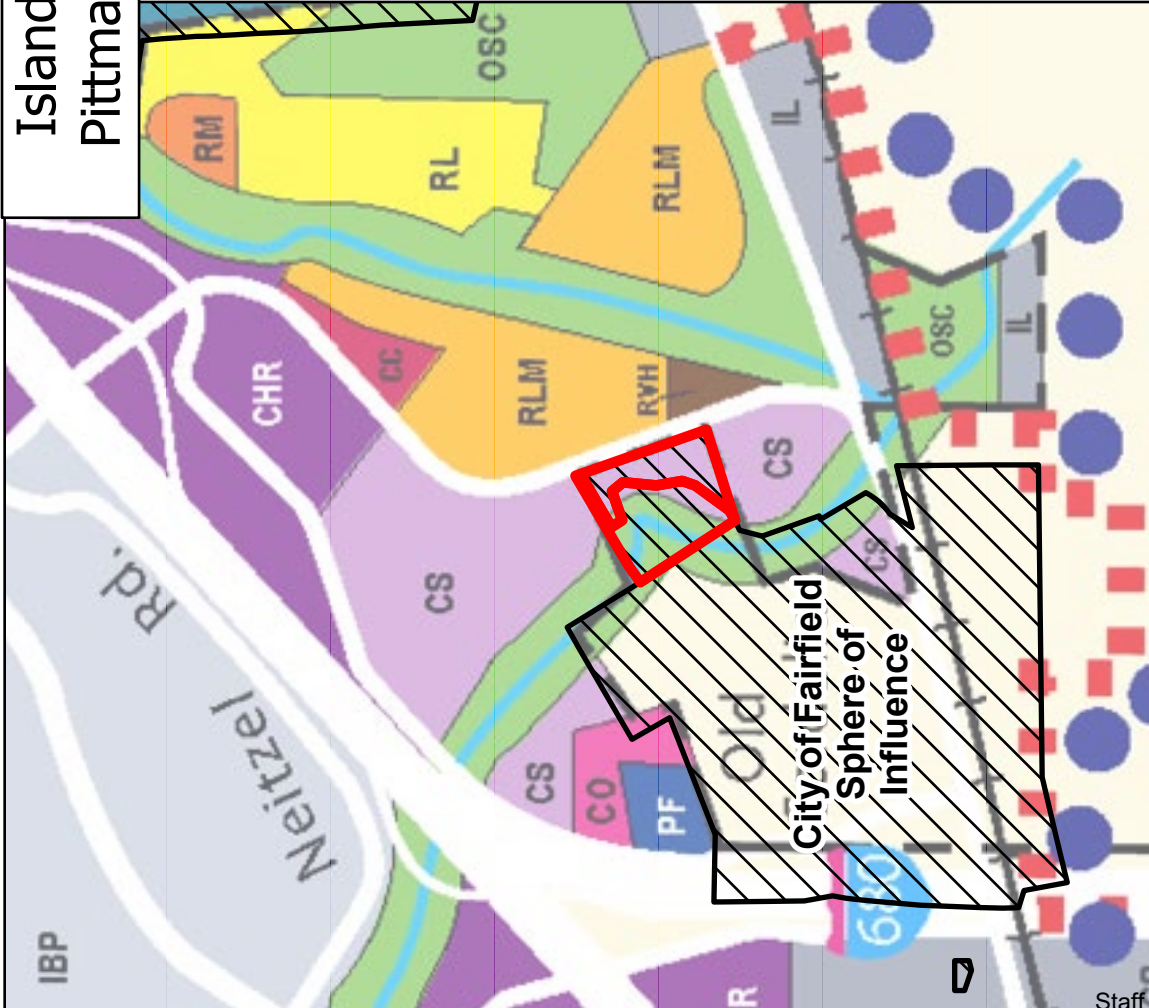
# Island C-BBC: Blessed Baptist Church

Disclaimer: The information shown is intended to be used for general display purposes only and is not to be used as an official map.

-  Island C: Blessed Baptist Church
-  Fairfield City Boundary
-  Fairfield Sphere of Influence
-  Highways
-  Secondary Roads
-  Local Roads

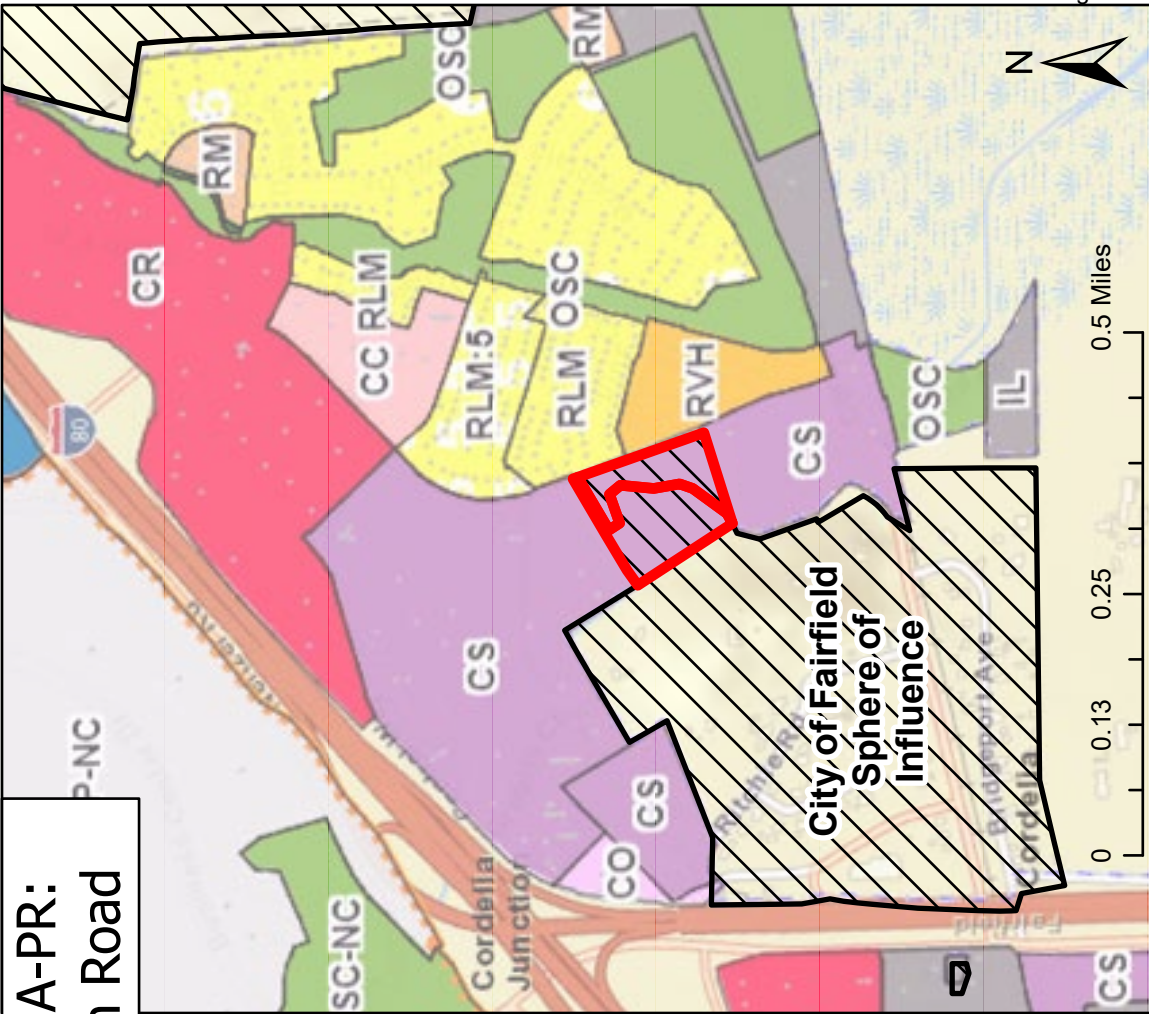


Island A-PR:  
Pittman Road



### City of Fairfield General Plan

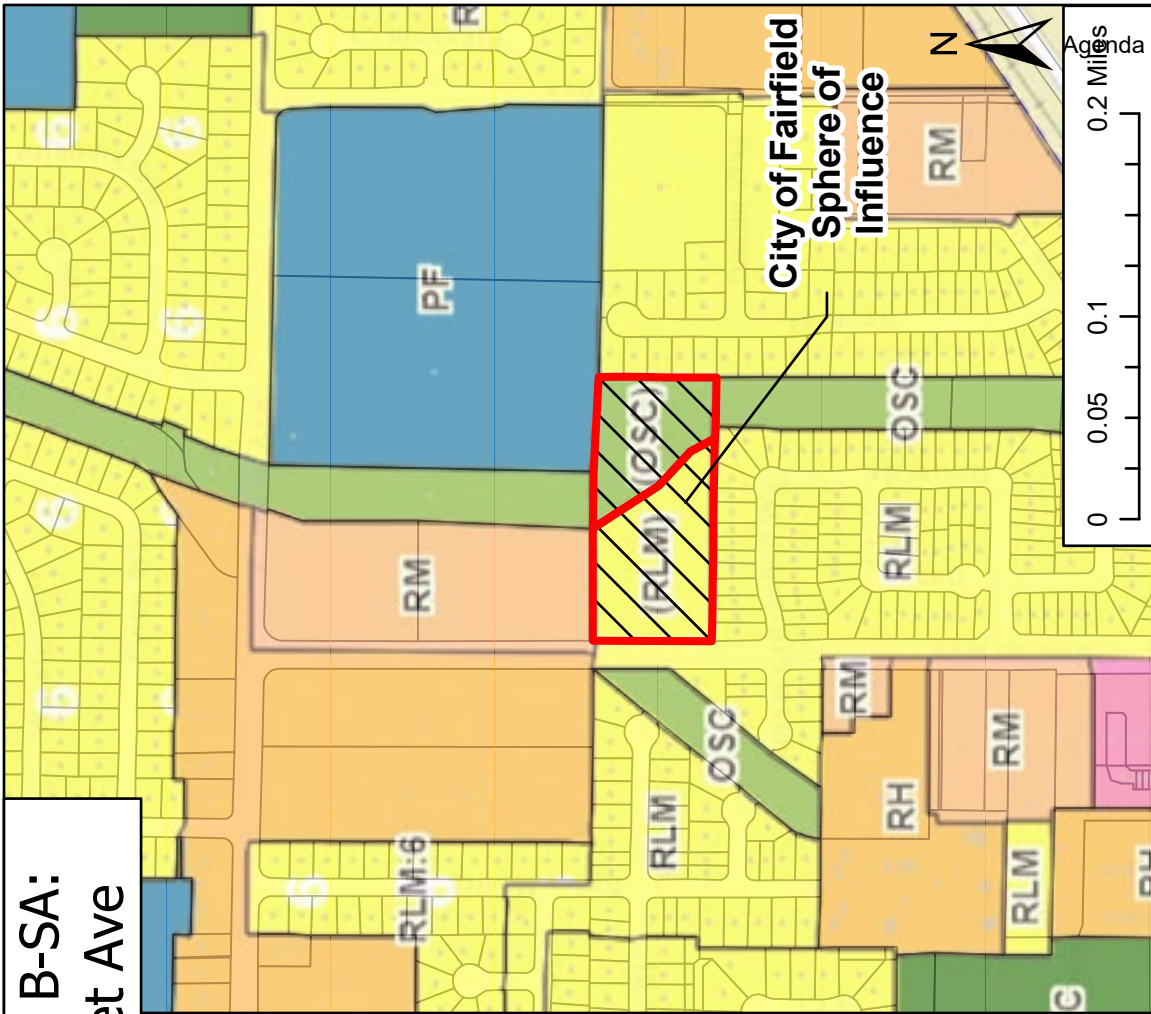
- IL - Ind Limited
- CO - Com Office
- CHR - Com Highway & Regional
- CS - Com Service
- CC - Com Community
- PF - Public Facilities
- RL - Res Low
- RLM - Res Low Medium
- RM - Res Medium
- RVH - Res Very High
- OSC - Open Space Conservation



### City of Fairfield Zoning

- IL - Limited Industrial
- IBP - Industrial Business Park
- CO - Office Commercial
- CR - Regional Commercial
- CS - Service Commercial
- PF - Public Facilities
- RLM - Low-Medium Density Residential
- RM - Medium Density Residential
- RVH - Very High Density Residential
- OSC - Open Space Conservation

Island B-SA:  
Sunset Ave



# City of Fairfield Zoning

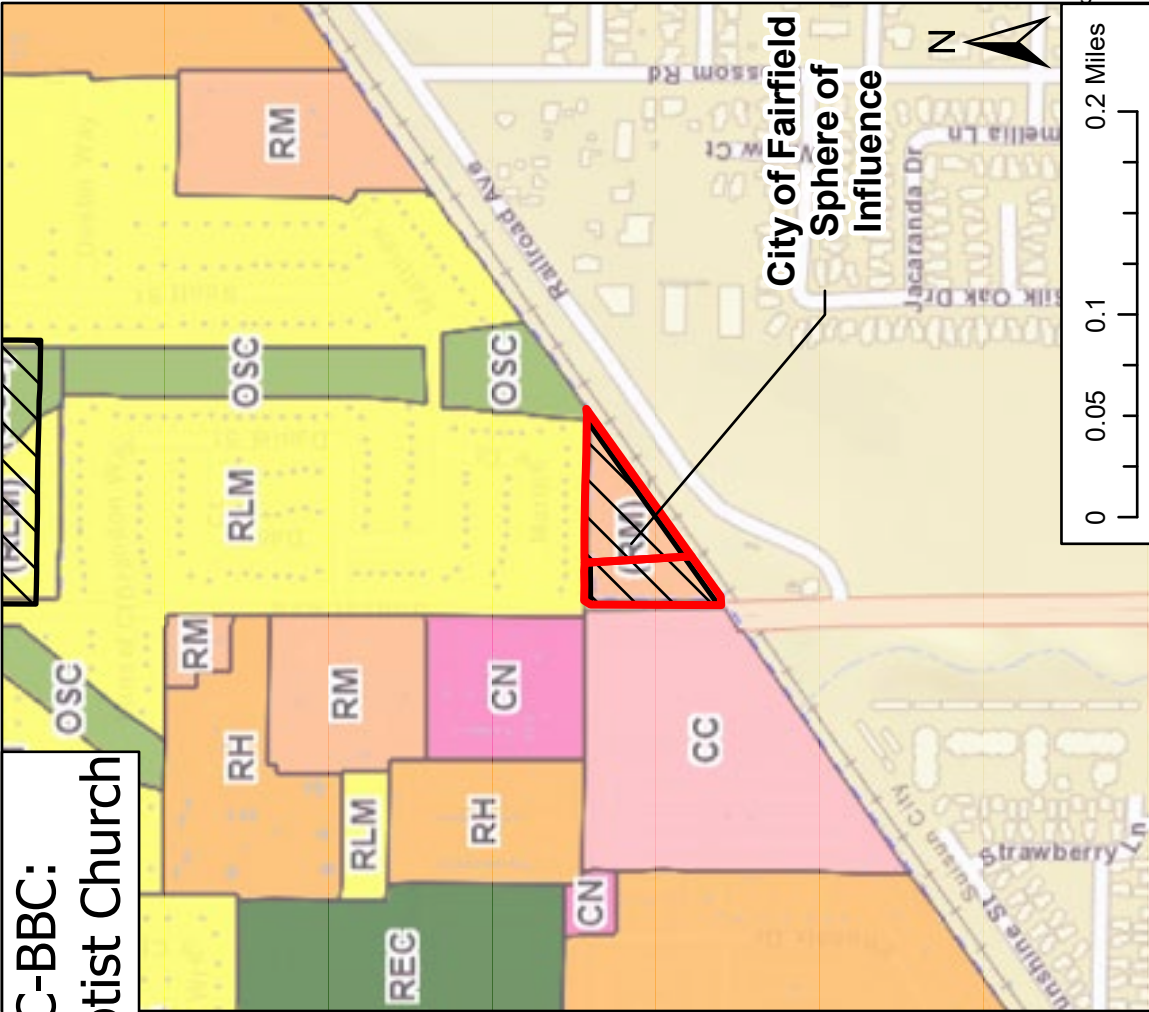
- RLM - Low-Medium Density Residential
- RM - Medium Density Residential
- CN - Neighborhood Commercial
- PF - Public Facilities
- OSC - Open Space Conservation
- RH - High Density Residential



# City of Fairfield General Plan

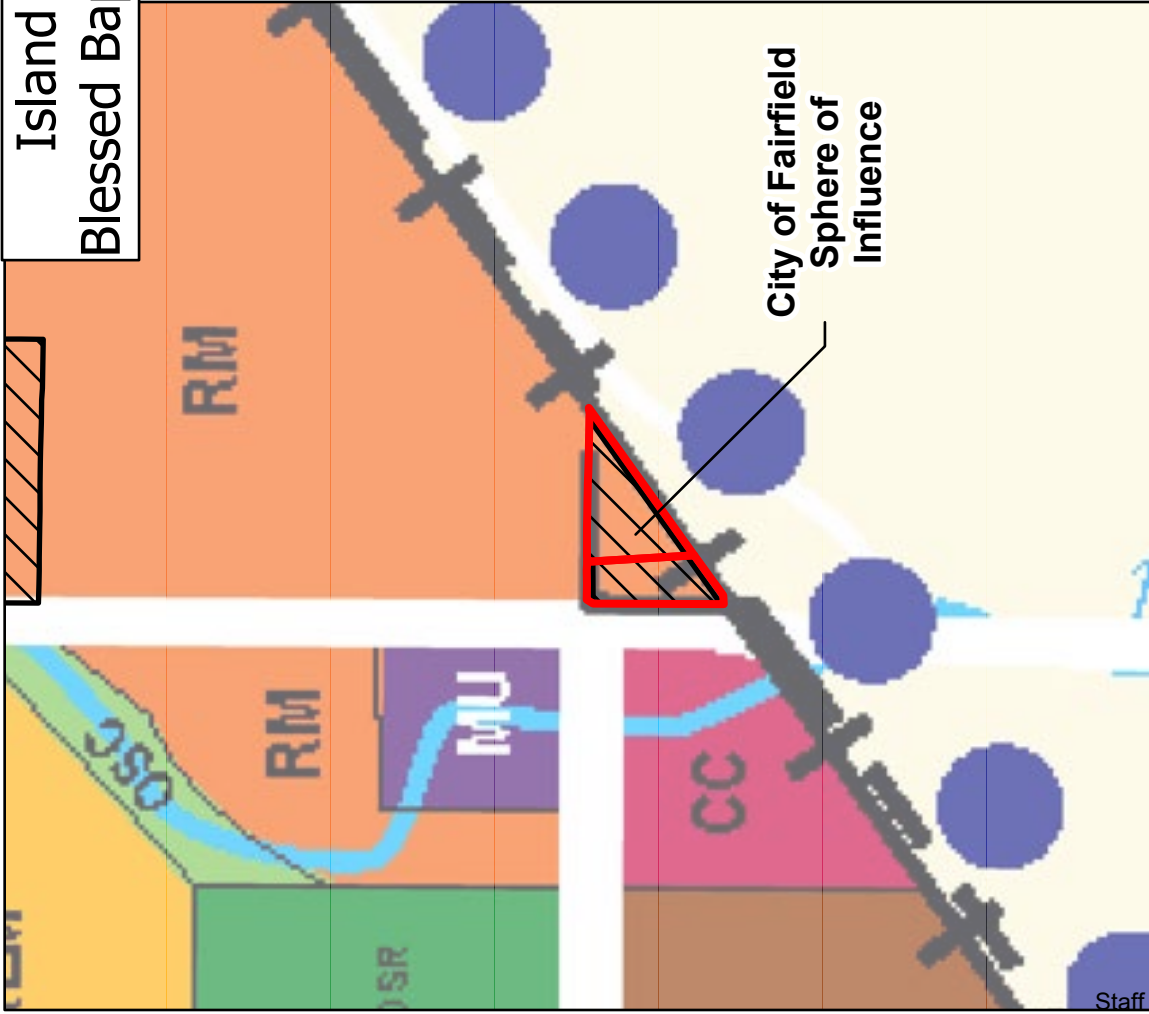
- RL - Res Low
- RM - Res Medium
- MU - Mixed Use
- PF - Public Facilities
- OSC - Open Space Conservation
- RH - Res High

Island C-BBC:  
Blessed Baptist Church



### City of Fairfield Zoning

- CC - Community Commercial
- CN - Neighborhood Commercial
- RLM - Low-Medium Density Residential
- RM - Medium Density Residential
- RH - High Density Residential
- OSC - Open Space Conservation
- REC - Recreation



### City of Fairfield General Plan

- CC - Com Community
- MU - Mixed Use
- RLM - Res Low Medium
- RM - Res Medium
- OSC - Open Space Conservation
- ORS - Open Space Recreation

**ATTACHMENT E**  
**Tax Exchange Letter**



**PHYLLIS S. TAYNTON, CPA**  
Auditor-Controller

**SHEILA O. TURGO**  
Assistant Auditor-Controller

**OFFICE OF THE AUDITOR-CONTROLLER**



675 Texas Street, Suite 2800  
Fairfield, CA 94533-6338  
(707) 784-6280  
Fax (707) 784-3420

[www.solanocounty.com](http://www.solanocounty.com)

**SENT VIA EMAIL**

March 27, 2023

To: Taxing Agency  
(See attached agency notification list)

Re: Proposed Fairfield Island Phase 1 Annexation to City of Fairfield (2023-05)

The Local Agency Formation Commission, in accordance with Revenue and Taxation Code section 99, has notified the Auditor-Controller's Office that a reorganization application has been filed that involves detachment of territory within the boundaries of your district to the City of Fairfield.

Revenue and Taxation Code section 99.01 provides for a negotiation of property tax exchange between your district and City of Fairfield. In accordance with Revenue and Taxation Code section 99(b)(3), the attached schedule provides information regarding increment tax allocations to your district in the Tax Rate Area(s) proposed for detachment.

If you have any questions, please contact Rosemary Bettencourt at (707) 784-6413.

Sincerely,

Phyllis S. Taynton, CPA  
Date: 2023.03.28 06:54:56 -07'00'

Phyllis Taynton, CPA  
Auditor-Controller

Cc: Rich Seithel, LAFCO  
Christina Love, LAFCO

S:\PROPIAX\_GRANTS\Property Tax Data\FY 2022-23\Annexation\_Proptax Exchange Report\Property Tax Exchange\Fairfield Island Annexation to City of Fairfield\Agency Notification List - Fairfield Island Phase 1 Annexation to Fairfield

**Agency Notification List**

Fund	Agency-Tax Sharing Ratio	Contact Name	Agency	Address	City	State	Zip	Email
1	GENERAL COUNTY*	Bill Emlen	County Administrator's Office	675 Texas Street, Suite 6500	Fairfield	CA	94533	WFEmlen@SolanoCounty.com
108/46	SPECIAL ROAD/SOLANO COUNTY LIGHTING SVC AREA	Terry Schmidtbauer	Resource Management, Public Works	675 Texas Street, Suite 5500	Fairfield	CA	94533	TSchmidtbauer@SolanoCounty.com
77	FAIRFIELD CITY	David Gassaway	City of Fairfield	1000 Webster Street	Fairfield	CA	94533	dgassaway@fairfield.ca.gov
127	CORDELIA FIRE	Jim Frische	Cordelia Fire Protection District	2155 Cordelia Road	Fairfield	CA	94534	jfrischecordeliafire@gmail.com
132	SUISUN FIRE	Fred Abruzzini	Suisun Fire Protection District	445 Jackson Street	Fairfield	CA	94533	alfredabruzzo@yahoo.com
276	FAIRFIELD SUISUN SEWER DISTRICT	James Russell-Field	Fairfield Suisun Sewer District	1010 Chadbourne Road	Fairfield	CA	94534	jfield@fssd.com

**EXCHANGE AMOUNTS**

**2023-05 Fairfield Island Phase 1 Annexation to City of Fairfield**

APNs 0044-080-170 & 0044-080-160 TAG 60041

Fund No.	Fund Name	Exchange Amount	FY 22/23 Revenues	Add To	Subtract From
77	CITY OF FAIRFIELD			\$ 1,071.59	
1	GENERAL FUND				\$ 351.79
46	SOL COUNTY LIGHTING SVC AREA				\$ -
108	SPECIAL ROAD				\$ 289.36
127	CORDELIA FIRE				\$ 430.44
276	FAIRFIELD SUISUN SEWER DISTRICT				\$ -
Total				<u>\$ 1,071.59</u>	<u>\$ 1,071.59</u>

**EXCHANGE AMOUNTS**

**2023-05 Fairfield Island Phase 1 Annexation to City of Fairfield**

APNs 0037-160-040, 0037-160-060, 0037-060-480 & 0037-060-490 TAG 60065

Fund No.	Fund Name	Exchange Amount	FY 22/23 Revenues	Add To	Subtract From
77	CITY OF FAIRFIELD			\$ 1,048.77	
1	GENERAL FUND				\$ 113.30
46	SOL COUNTY LIGHTING SVC AREA				\$ -
108	SPECIAL ROAD				\$ 282.98
132	SUISUN FIRE				\$ 652.49
276	FAIRFIELD SUISUN SEWER DISTRICT				\$ -
Total				<u>\$ 1,048.77</u>	<u>\$ 1,048.77</u>

**OFFICE OF THE AUDITOR-CONTROLLER**

**PHYLLIS S. TAYNTON, CPA**  
 Auditor-Controller

**SHEILA O. TURGO**  
 Assistant Auditor-Controller



675 Texas Street, Suite 2800  
 Fairfield, CA 94533-6338  
 (707) 784-6280  
 Fax (707) 784-3420  
 www.solanocounty.com

Consolidation of Existing Tax Rate Areas

**Statement of TRA Assignment**

District Resolution No.:  
 LAFCO Resolution No.:

Short Title: **2023-05 - Fairfield Island Phase 1 Annexation to City of Fairfield**

The County Auditor-Controller's office certifies that changes to existing tax rate areas in the above named action can be made as follows:

<u>Existing TRA Affected</u>	<u>Assign to Existing TRA Number</u>	<u>New TRA Number Required</u>
060-041	New	YES
060-065	003-212	NO

Phyllis S. Taynton, CPA  
 Auditor-Controller

Rosemary C. Bettencourt  
 Digitally signed by Rosemary C. Bettencourt  
 Date: 2023.03.23 17:37:48 -07'00'

by Rosemary C. Bettencourt  
 Deputy Auditor-Controller  
 Property Tax Division  
[rbettencourt@solanocounty.com](mailto:rbettencourt@solanocounty.com)  
 Phone (707) 784-6413

**Statement of TRA Assignment**

**2023-05 - Fairfield Island Phase 1 Annexation to City of Fairfield**

Existing TRA		Add/Deduct	Proposed Assigned TRA		Fund variance	Rate variance	Comments
Fund	60041		Fund	New			
0001	0.407753	-0.040872	0001	0.366881	-	0.040872	Ratio matches existing TRAs but does not include Fairfield Suisun Sewer
0004	0.035702		0004	0.035702	-	0.000000	
0006	0.010503		0006	0.010503	-	0.000000	
0007	0.007641		0007	0.007641	-	0.000000	
0010	0.001550		0010	0.001550	-	0.000000	
0016	0.002635		0016	0.002635	-	0.000000	
0027	0.019879		0027	0.019879	-	0.000000	
0032	0.014830		0032	0.014830	-	0.000000	
0036	0.015943		0036	0.015943	-	0.000000	
0046	-				46	0.000000	Detach
0048	0.002855		0048	0.002855	-	0.000000	
0059	-		0059	-	-	0.000000	
		0.124500	0077	0.124500	(77)	-0.124500	Annex to Fairfield
0108	0.033619	-0.033619			108	0.033619	Detach
0127	0.050009	-0.050009			127	0.050009	Detach
0196	0.018316		0196	0.018316	-	0.000000	
			276		(276)	0.000000	Added to annexation to City of Fairfield
0300	-		0300	-	-	0.000000	
0317	-		0317	-	-	0.000000	
0318	-		0318	-	-	0.000000	
0411	-		0411	-	-	0.000000	
0424	-		0424	-	-	0.000000	
0431	-		0431	-	-	0.000000	
0436	-		0436	-	-	0.000000	
0437	-		0437	-	-	0.000000	
0440	-		0440	-	-	0.000000	
0451	-		0451	-	-	0.000000	
0454	-		0454	-	-	0.000000	
0460	-		0460	-	-	0.000000	
0464	-		0464	-	-	0.000000	
0466	-		0466	-	-	0.000000	
0476	-		0476	-	-	0.000000	
0481	-		0481	-	-	0.000000	
0483	-		0483	-	-	0.000000	
0484	-		0484	-	-	0.000000	
0485	-		0485	-	-	0.000000	
0487	-		0487	-	-	0.000000	
0488	-		0488	-	-	0.000000	
0494	-		0494	-	-	0.000000	
0497	-		0497	-	-	0.000000	
0500	0.013345		0500	0.013345	-	0.000000	
0503	0.002823		0503	0.002823	-	0.000000	
0512	-		0512	-	-	0.000000	
0527	0.035898		0527	0.035898	-	0.000000	
0611	0.320937		0611	0.320937	-	0.000000	
0671	-		0671	-	-	0.000000	
0998	0.001417		0998	0.001417	-	0.000000	
0999	0.004345		0999	0.004345	-	0.000000	
	1.000000			1.000000		(0.000000)	

**Statement of TRA Assignment**

**2023-05 - Fairfield Island Phase 1 Annexation to City of Fairfield**

Existing TRA			Proposed Assigned TRA		Fund	Rate	
Fund	60065	Add/Deduct	Fund	3212	variance	variance	Comments
0001	0.407437	-0.01345	0001	0.393987	-	0.013450	Annex to Fairfield
0004	0.035675		0004	0.035675	-	0.000000	
0006	0.010495		0006	0.010495	-	0.000000	
0007	0.007635		0007	0.007635	-	0.000000	
0010	0.001548		0010	0.001548	-	0.000000	
0016	0.002633		0016	0.002633	-	0.000000	
0027	0.019864		0027	0.019864	-	0.000000	
0036	0.015931		0036	0.015931	-	0.000000	
0046	-				46	0.000000	Detach
0048	0.002853		0048	0.002853	-	0.000000	
0059	-		0059	-	-	0.000000	
		0.124500	0077	0.124500	(77)	-0.124500	Annex to Fairfield
0108	0.033593	-0.033593			108	0.033593	Detach
0132	0.077457	-0.077457			132	0.077457	Detach
0196	0.006410		0196	0.006410	-	0.000000	
			0276	-	(276)	0.000000	Added to annexation to City of Fairfield
0300	-		0300	-	-	0.000000	
0317	-		0317	-	-	0.000000	
0318	-		0318	-	-	0.000000	
0411	-		0411	-	-	0.000000	
0424	-		0424	-	-	0.000000	
0431	-		0431	-	-	0.000000	
0436	-		0436	-	-	0.000000	
0437	-		0437	-	-	0.000000	
0440	-		0440	-	-	0.000000	
0451	-		0451	-	-	0.000000	
0454	-		0454	-	-	0.000000	
0460	-		0460	-	-	0.000000	
0464	-		0464	-	-	0.000000	
0466	-		0466	-	-	0.000000	
0476	-		0476	-	-	0.000000	
0481	-		0481	-	-	0.000000	
0483	-		0483	-	-	0.000000	
0484	-		0484	-	-	0.000000	
0485	-		0485	-	-	0.000000	
0487	-		0487	-	-	0.000000	
0488	-		0488	-	-	0.000000	
0494	-		0494	-	-	0.000000	
0497	-		0497	-	-	0.000000	
0500	0.013335		0500	0.013335	-	0.000000	
0503	0.002821		0503	0.002821	-	0.000000	
0512	-		0512	-	-	0.000000	
0527	0.035870		0527	0.035870	-	0.000000	
0611	0.320688		0611	0.320688	-	0.000000	
0671	-		0671	-	-	0.000000	
0998	0.001415		0998	0.001415	-	0.000000	
0999	0.004340		0999	0.004340	-	0.000000	
	1.000000			1.000000		0.000000	

**Staff Report**

DATE: August 14, 2023

TO: Local Agency Formation Commission

FROM: Christina Love, Deputy Executive Officer

SUBJECT: **LAFCO PROJECT 2023-12: UPDATE THE SOLANO LAFCO PERSONNEL AND SALARY RESOLUTION APPENDIX A TO REFLECT A 5% COST OF LIVING ADJUSTMENT FOR LAFCO CLASSIFICATIONS OF OFFICE ADMINISTRATOR/CLERK, ANALYST I, ANALYST II, SR. ANALYST, AND DEPUTY EXECUTIVE OFFICER, EFFECTIVE JULY 1, 2023; AND UPDATE THE EXECUTIVE OFFICER'S SALARY.**

**EXECUTE CONTRACT AMENDMENT 2023-01 AMENDING SECTION 5.01 EXECUTIVE OFFICER ANNUAL SALARY, EFFECTIVE JUNE 12, 2023**

**Recommendation:**

REVIEW and APPROVE the LAFCO Resolution approving a 5% cost of living adjustment, effective July 1, 2023; and update the LAFCO Personnel and Salary Resolution Appendix A to reflect the COLA updates and Executive Officer's salary.

EXECUTE Amendment 2023-01 to the Employment Contract for the Executive Officer amending Section 5.01 Annual Salary to \$180,000, effective June 12, 2023.

DIRECT staff to submit the amended documents to Solano County Auditor-Controller's Office for payroll processing.

**Background:**

During the LAFCO (Commission) public hearing on the Final Budget for Fiscal Year 2023-2024 on June 12, 2023, the Commission considered a 5% cost of living adjustment (COLA) for non-contracted LAFCO employees, effective with the new Fiscal Year. The Commission directed staff to return with a resolution to adopt said COLA.

Additionally, the Commission directed Legal Counsel to draft an amendment to the Employment Contract with the Executive Officer to increase his compensation.

**Discussion:**

Revised Personnel and Salary Resolution (PSR)

Solano LAFCO has an adopted Personnel and Salary Resolution policy (PSR). Amendments to Appendix A of the PSR are required to implement the 5% COLA for non-contracted employees and the amendment to the Executive Officer contract for a pay increase as discussed below.

The proposed Amended PSR is Attachment A. Specifically, Appendix A includes black strike-through and double-underlined revisions to reflect the wage adjustments, consistent with the table depicted below.

Cost of Living Adjustments for Non-contracted Employees

Solano LAFCO staff are self-represented and therefore must make requests for cost-of-living adjustments to the Commission on an ongoing basis based on supporting evidence. Without COLAs, Solano LAFCO salaries become less competitive compared to similar positions in other government agencies and have created both hiring and retention challenges.

At the April 10, 2023, and June 12, 2023 Commission meetings, staff proposed COLAs as part of the Fiscal Year 23/24 Budget for non-contracted employees to begin bridging the pay-scale gap. At the June 12, 2023 meeting, the Commission adopted the Fiscal Year 23/24 Final Budget, including a 5% COLA. This item formally adopts the 5% COLA by resolution and by amending the Personnel and Salary Resolution to reflect the new pay scale.

The following table reflects the 5% COLA effect in Appendix A.

PSR Appendix A: The monthly pay rate for stated classification

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Admin/Clerk</b>	\$4,401.47	\$4,621.54	\$4,852.62	\$5,095.25	\$5,350.01
5% increase	<u>\$4,621.54</u>	<u>\$4,852.62</u>	<u>\$5,095.25</u>	<u>\$5,350.01</u>	<u>\$5,617.51</u>
<b>Analyst I</b>	\$5,352.88	\$5,620.52	\$5,901.55	\$6,196.63	\$6,555.49
5% increase	<u>\$5,620.52</u>	<u>\$5,901.55</u>	<u>\$6,196.63</u>	<u>\$6,506.46</u>	<u>\$6,883.26</u>
<b>Analyst II</b>	\$6,243.33	\$6,555.49	\$6,883.27	\$7,227.43	\$7,588.81
5% increase	<u>\$6,555.50</u>	<u>\$6,883.26</u>	<u>\$7,227.43</u>	<u>\$7,588.80</u>	<u>\$7,968.25</u>
<b>Sr Analyst</b>	\$7,215.87	\$7,576.66	\$7,955.49	\$8,353.27	\$8,770.93
5% increase	<u>\$7,576.66</u>	<u>\$7,955.49</u>	<u>\$8,353.26</u>	<u>\$8,770.93</u>	<u>\$9,209.48</u>
<b>DEO</b>	\$9,209.17	\$9,669.63	\$10,153.11	\$10,660.76	\$11,193.92
5% increase	<u>\$9,669.63</u>	<u>\$10,153.11</u>	<u>\$10,660.77</u>	<u>\$11,193.80</u>	<u>\$11,753.62</u>



Contract Employee – Executive Officer

The LAFCO Commission entered an Employment Contract with Richard J. Seithel for Solano LAFCO Executive Officer (“Employment Contract”). On February 14, 2022, LAFCO adopted Amendment No. 2022-01 to the Employment Contract to increase compensation. On June 12, 2023, the LAFCO Commission requested LAFCO Legal Counsel to prepare an amendment to the Employment Contract to increase his compensation to \$180,000 effective June 12, 2023.

## Action item:

- Solano LAFCO Resolution approving a 5% cost of living adjustment, effective July 1, 2023; and updating the LAFCO Personnel and Salary Resolution Appendix A to reflect the COLA updates and Executive Officer’s salary.
  
- Employment Contract for Solano LAFCO Executive Officer Amendment 2023-01 amending Section 5.01 Annual Salary.

## Attachments:

- A. Proposed Personnel and Salary Resolution, Proposed August 12, 2023
- B. Amendment 2023-01 to Employment Contract
- C. Amendment 2022-01 to Employment Contract
- D. Employment Contract

**LAFCO RESOLUTION NO. 2023-**

**RESOLUTION OF THE SOLANO LOCAL AGENCY FORMATION COMMISSION APPROVING A 5% COST OF LIVING ADJUSTMENT, EFFECTIVE JULY 1, 2023; AND UPDATING THE LAFCO PERSONNEL AND SALARY RESOLUTION APPENDIX A TO REFLECT THE COLA UPDATES AND EXECUTIVE OFFICER'S SALARY**

**WHEREAS**, the Local Agency Formation Commission (LAFCO) of Solano County has an adopted Personnel and Salary Resolution (PSR) applicable to all employees, last amended October 12, 2022, and;

**WHEREAS**, the LAFCO adopted the FY 2023-24 Final Budget and Workplan at the regular LAFCO Commission meeting held on June 12, 2023, and;

**WHEREAS**, during the public hearing of the FY 2023-24 Final Budget, the LAFCO considered and approved a five percent (5%) cost of living adjustment for all non-contracted employees as part of the Final Budget and effective July 1, 2023, and;

**WHEREAS**, during a public hearing on August 14, 2023, the LAFCO reviewed proposed amendments to the PSR updating Appendix A – Salary Schedule to reflect a 5% cost of living increase to all non-contracted employees.

**WHEREAS**, amendments to the PSR also include an increase in the Executive Officer's compensation pursuant to an amendment to his Employment Contract.

**NOW, THEREFORE, BE IT HEREBY DETERMINED AND ORDERED** as follows:

1. The LAFCO adopts a 5% cost of living adjustment for all non-contracted employees, effective July 1, 2023 as provided in the updated Salary Schedule listed in Appendix A, which also reflects the salary increase for the Executive Officer also effective July 1, 2023.
2. The Executive Officer is directed to submit the amended PSR, with Appendix A – Salary Schedule, to the Solano County Auditor-Controller's Office for payroll processing.

**PASSED AND ADOPTED** by the Local Agency Formation Commission of Solano County at a regular meeting, held on the 14th day of August 2023, by the following vote:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

---

Nancy Shopay, Chair  
 Presiding Officer Solano Local Agency  
 Formation Commission

ATTEST:

---

Tova Guevara, Office Administrator/Clerk

EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER  
Amendment No 2023-01

This Amendment No. 2023-01 to the EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER is made and entered into as of August 14, 2023 by and between the Solano Local Agency Formation Commission, hereinafter referred to as EMPLOYER and Richard J. Seithel, hereinafter referred to as EMPLOYEE and is hereby amended to make the following change, effective June 12, 2023:

1. Section 5.01 Annual Salary is hereby amended to reads as follows:

“Section 5.01 Annual Salary: As compensation for the services to be rendered by EMPLOYEE here under, EMPLOYER shall pay EMPLOYEE \$180,000 per year. Future merit increases will be considered annually as part of the performance review described above.”

2. Except as amended above, all terms of the Employment Contract and Amendment No 2022-01 remain in full force and effect.

3. This Amendment No 2023-01 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, this Amendment No 2023-01 to Agreement was executed by the parties hereto as of the date first above written.

For LAFCO:

EMPLOYEE

By: \_\_\_\_\_  
Nancy Shopay  
Chair, Solano LAFCO

By: \_\_\_\_\_  
Richard J. Seithel

Approved as to Form:

By: \_\_\_\_\_  
Mala Subramanian  
Counsel, Solano LAFCO

Solano Local Agency Formation Commission (LAFCo)
Personnel and Salary Resolution (PSR)
As Proposed August 12, 2023

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## **Division 1. Working Environment**

### **Section 1.1 Introduction to LAFCo**

Solano Local Agency Formation Commission (LAFCo) is an independent public agency formed to regulate the boundaries and the creation of cities and special districts through Solano County. As a public agency, LAFCo is responsible for providing a service to all members of the public.

LAFCo has prepared this manual to provide all employees a summary of its policies and benefits. It is not intended to be exhaustive of all employee requirements and regulations.

LAFCo strives to improve its policies, the services that it provides, and positive relations with its employees. All employees are encouraged to bring suggestions for improvements to the attention of the Executive Officer. By working together, LAFCo hopes that it will share with its employees a sincere pride in the services we are providing.

### **Section 1.2 Authority; Amendment; No Vested Rights**

These policies have been adopted by the Commission and are intended to establish enforceable regulations governing LAFCo employees. These policies may be amended by the Commission at any time, and nothing herein is intended to create vested rights in the employees that cannot be modified by the Commission.

### **Section 1.3 Equal Employment Opportunity Policy**

LAFCo believes that all persons are entitled to equal employment opportunity. LAFCo does not discriminate against its employees or applicants because of race, color, religion, sex, pregnancy, national origin, ancestry, age, sexual orientation, marital status, physical or mental disability, medical condition, or any other grounds prohibited by state or federal law. Equal opportunity will be extended in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and termination. Employment decisions shall, therefore, comply with all applicable state and federal laws prohibiting discrimination in employment.

### **Section 1.4 Policy Against Disability Discrimination**

LAFCo is committed to complying fully with state and federal disability discrimination laws. No program or activity administered by LAFCo shall exclude from participation, deny benefits to or subject to discrimination any individual based on an individual's actual or perceived disability or based on an individual's association with someone who has an actual or perceived disability.

LAFCo is further committed to providing reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee. If you believe you are a qualified individual with a disability and that you need a reasonable accommodation in order to perform the essential functions of your job, please notify the Executive Officer.

### **Section 1.5 Policy Against Harassment**

LAFCo prohibits and will not tolerate unlawful harassment. This policy applies to all persons involved with LAFCo including employees, applicants, customers or persons providing services pursuant to a contract. This policy prohibits sexual harassment and harassment based on an individual's inclusion in a protected class, such as race, color, religion, national origin, ancestry, sex, age, medical condition, sexual orientation, marital status, citizenship, pregnancy, physical and mental disabilities, veteran or any other consideration made unlawful by federal, state or local laws, including persons perceived to have these characteristics. LAFCo will also take all responsible steps to prevent or eliminate unlawful harassment by non-employees, including customers, clients, and suppliers, who have workplace contact with LAFCo's employees.

Unlawful harassment is generally conduct that: does not relate to the business of LAFCo; has the purpose or effect of interfering with an individual's ability to work, or that creates a hostile, intimidating or abusing work environment; and is directed at an individual because of the individual's inclusion in a protected class.

Conduct prohibited by this policy includes, but is not limited to the following:

- A. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- B. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawing or gestures;
- C. Physical conduct such as assault, unwanted touching, blocking, normal movement or interfering with work because of sex, race or any other protected basis;
- D. Threats, demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors.

An employee who believes that he or she has been subjected to any form of prohibited harassment should make a complaint, preferably written, to the Executive Officer or the Chair of the Commission. If the employee is uncomfortable approaching either the Executive Officer or the Chair of the

Commission, any other member of management is available to hear their concerns. Managers must report all harassment complaints. Complaints should be specific and should include the names of the individuals involved and names of any witness.

LAFCo will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation. LAFCo will maintain confidentiality to the extent possible during the investigation, however, disclosures of certain information to the members of management or as required by law may be necessary. If LAFCo determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense up to and including termination.

Appropriate action will also be taken to deter any future harassment.

Employees will not be retaliated against for bringing a complaint in good faith under the Equal Employment Opportunity Policy or the Policy Against Harassment, or for honestly assisting in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken if false or frivolous accusations are made in bad faith.

## **Section 1.6 Drug and Alcohol Policy**

It is LAFCo's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse are encouraged to use the resources of the Employee Assistance Program. They may also wish to discuss these matters with the Executive Officer to receive assistance or referrals to appropriate resources in the community.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify LAFCo of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

### **Division 2. Definitions**

**CONTINUOUS SERVICE** – Shall mean employment in a regular position which has not been interrupted by resignation, discharge, layoff, or retirement.



**TEMPORARY EMPLOYEE** – A person who is employed for the purpose of relieving or augmenting regular staff in the accomplishment of work. Employment assignments in this category are typically of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain this status unless and until notified of a change. Time spent in such an appointment shall not constitute a part of the probationary period. While temporary employees receive all legally mandated benefits (workers' compensation insurance), they are ineligible for all of Solano LAFCo's other benefit programs.

**REGULAR FULL-TIME EMPLOYEE** – An employee who is not in a temporary or part-time status and who is regularly scheduled to work at least forty (40) hours per week or eighty (80) hours a pay period. Generally, they are eligible for Solano LAFCo's benefit package, subject to the terms, conditions, and limitations of each benefit program.

**REGULAR PART-TIME EMPLOYEE** – An employee who is not in a temporary or full-time status and who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours a pay period. Generally, they are eligible for Solano LAFCo's benefit package, subject to the terms, conditions, and limitations of each benefit program.

**SPOUSE** – As used herein shall mean the legally married spouse or registered domestic partner of the employee.

### **Division 3. Terms and Conditions of Employment**

#### **Section 3.1 Hiring Policy and Procedure**

- A. Each vacancy is announced simultaneously for internal and external recruitment.
- B. For positions under direction of the Executive Officer, the Executive Officer shall conduct the screening process, interview applicants, choose the top candidates for an open position, check references of the top candidates, and select the individual for the position.
- C. For positions which report directly to the Commission (e.g., the Executive Officer), the Commission shall have exclusive authority to conduct the selection process as it deems appropriate.
- D. The Executive Officer shall not appoint a member of his or her immediate family, nor shall he or she appoint or assign any employee to directly or indirectly supervise a member of the employee's immediate family.

### **Section 3.2 At-Will Employment**

- A. All employees of LAFCo are at-will employees and may be terminated at any time without cause and without any formal procedure.
- B. The Executive Officer shall serve at the will of the Commission subject to the conditions of applicable contracts. Employees shall serve at the will of the Executive Officer as provided by state law.

### **Section 3.3 Separation from Service**

- A. **RESIGNATION**  
An employee who wishes to resign his/her employment in good standing must submit the resignation in writing to his/her supervisor two weeks prior to the planned separation date. A resignation becomes final when accepted by the Executive Officer or Chairperson. Once a resignation has been accepted by the Executive Officer or Chairperson, it cannot be withdrawn without the concurrence of the Executive Officer or Chairperson.
- B. **JOB ABANDONMENT**  
An employee is deemed to have resigned if the employee is absent from work without prior authorization and without notification during the period of the absence. Regular employees will be sent a notice of intent to terminate, an opportunity to respond, and final notice of termination for job abandonment. An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee has any right to evidentiary appeal for separation due to job abandonment.
- C. **TERMINATION; REDUCTION IN HOURS**
  - (i) An employee may be terminated at any time, with or without cause, and with or without advance notice. Prior to any action to terminate an employee, the Executive Officer shall consult with the Commission in closed session to seek advice and direction.
  - (ii) If LAFCo determines that a reduction in the work force expense is warranted, all recruitment/hiring will be frozen; employees will be invited and permitted to request a voluntary reduction in their hours or days of work; LAFCo will consider any request for time off without pay; and employees will be encouraged to take accrued vacation time off. If a voluntary reduction in employees' hours is not sufficient to meet LAFCo's needs and objectives, LAFCo may implement an involuntary reduction in hours or days off work. Such reductions will be

administered to maximize productivity and efficiency and can be made on a temporary, indefinite or permanent basis

#### D. SEPARATION PROCEDURE

- (i) Upon termination, the employee shall promptly return any employer property such as office keys, cell phone, laptop computer etc. that the employee may have in his or her possession.
- (ii) LAFCo will calculate pay to time of separation, any accrued vacation, administrative leave and compensatory time off and issue a check in accordance with State Law after separation.
- (iii) The date of termination of employment shall be considered as the date certified by the Executive Officer as the last day worked, or the last day in an authorized leave without pay status, and shall not include the equivalent time involved in any vacation payoff made at the time of termination.

### **Section 3.4 Incompatible Activities**

LAFCo employees shall not engage in any activity, which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. An employee may not engage in political activities during working hours nor use his or her office to promote propose or contribute to any political cause or candidate. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform the Executive Officer or when appropriate the Commission, in advance, of the nature of such activity. It shall be the responsibility of the Executive Officer to ensure that employees do not engage in any activity which constitutes a conflict of interest.

### **Section 3.5 Work Schedules**

The base work schedule for all regular full time employees is 8 hours a day, 5 days a week. Flexible scheduling and alternative work arrangements are available in some cases to allow employees to vary their starting and ending times each day within reasonable limits. Flextime may be possible if a mutually workable schedule can be negotiated with the Executive Officer. However, such issues as staffing needs, the employee's performance, and the nature of the job will be considered before approval of flextime. Employees should consult the Executive Officer to request participation in the flextime program.

### **Section 3.6 Employee's Duty to Notify of Late Arrival or Absence**

An employee who is unexpectedly unable to report for work as scheduled must notify his or her immediate supervisor no later than the scheduled work time and report the expected time or duration of any late arrival or absence. If the employee's immediate supervisor is not available, the employee must notify the department head or another supervisor. An employee who fails to timely notify the supervisor of absences, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence.

### **Section 3.7 Excessive Tardiness/Absenteeism**

Excessive tardiness occurs when an employee is late to work or returning from breaks more than three times during any 30-day period. Excessive absenteeism occurs when the number of unprotected absences (absences due to other than leaves authorized by state or federal law) exceeds 3 days in any three-month period. Excessive tardiness or absenteeism will be grounds for discipline, up to and including termination. Abuse of, or misrepresentation of any form of accrued or unpaid leave time will be grounds for discipline, up to and including termination.

### **Section 3.8 Rest Periods**

- A. Employees may take one 15 minute rest period for each four (4) hours worked. Usually breaks are scheduled mid-morning and mid-afternoon and are counted as time worked. If the employee does not take a break, it is waived.
- B. The normal lunch break is at least 1/2 an hour. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.
- C. Employees are encouraged to take rest periods for ergonomic considerations and the avoidance of repetitive movement injuries.

### **Section 3.9 Workers' Compensation and State Disability Insurance**

- A. In accordance with the California Labor Code, LAFCo provides all statutory workers' compensation benefits for LAFCo employees who sustain work-related injuries or illnesses. Pursuant to Labor Code 3700 et seq., any employee claiming a work-related injury shall as soon as possible notify the Executive Officer and the Executive Officer shall notify the Chairperson as soon as possible of the injury and a written report shall be prepared. Employees may be required to submit to an independent medical evaluation to determine the extent of their disability as may be required by LAFCo's workers' compensation insurance carrier.

- B. In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by LAFCo, the employee shall receive full compensation for his/her scheduled work days and paid holidays falling during the first three (3) days of such absence. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to Section I, below.
- C. In the event that LAFCo is unable to determine if the injury or illness is work-related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. If the injury or illness is determined to be work-related, leave benefits will be restored in accordance with Section B, above. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to Section I, below.
- D. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits.
- E. LAFCo will continue to pay the employer share of the monthly premium for medical, vision, dental, and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that he/she has leave accruals to integrate or for the period of time he/she is on approved FMLA leave, whichever is longer.
- F. Sick leave and vacation shall accrue during any pay period in which the employee is receiving workers' compensation temporary disability benefits.
- G. Employees receiving State Disability Benefits will not accrue sick or annual leave during any pay period in which the employee does not have sufficient leave accruals to fully integrate such leave accruals to achieve 100% integration. In the case of an employee who is working less than his/her position allocation while collecting State Disability Benefits, the employee will continue to earn prorated accruals based on actual hours worked.
- H. In accordance with Division 4, Section 3, sick leave may be used for any appointments due to a work-related injury or illness. Up to two (2) hours paid LAFCo time-off may be used to attend repeat medical appointments due to a work related injury or illness. Sick leave may be used for medical appointments due to work related injuries beyond two (2) hours.

- I. Service credit as provided in this Resolution toward longevity compensation and seniority shall not be affected by any pay period during which an employee received both LAFCo paid leave and temporary disability benefits from workers' compensation.
- J. Workers' compensation temporary disability and State Disability Insurance temporary disability benefits shall be integrated with accrued leave as follows:
  - (i) Employees must promptly inform the Executive Officer or his/her designee of their worker's compensation temporary disability benefit amount and provide documentation of receipt for which he/she is eligible.
  - (ii) Employees must promptly inform the Executive Officer or his/her designee (when appropriate) of their State Disability benefit amount and provide documentation of receipt for which he/she is eligible. State Disability Insurance integration is not retroactive beyond one pay period.
  - (iii) Employee's pay, including leave accruals and workers' compensation temporary disability or State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.
  - (iv) Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly Workers' Compensation temporary disability or State Disability Insurance temporary disability benefits.

### **Section 3.10 Computer and E-Mail Usage**

Computers, computer files, the email system, and software furnished to employees are LAFCo property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. Employees can have no expectation of privacy in any documents or materials in these systems. LAFCo reserves the right to access all systems and to monitor use of these systems.

LAFCo strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, LAFCo prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters. Internet access is for business and related professional use.

LAFCo purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, LAFCo does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. LAFCo prohibits the illegal duplication of software and its related documentation.

Employees should notify the Executive Officer upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

LAFCo-owned computers, with the exception of laptops designated for remote use, shall not be removed from the premises. Use of the LAFCo laptops, projector or any other equipment must be authorized in advance by the Executive Officer.

## **Division 4. Employee Benefits**

### **Section 4.1 Holidays**

- A. Only regular and part time employees are eligible for paid holidays.
- B. A new employee, whose first working day is the day after a paid holiday, shall not be paid for that holiday.
- C. Employees terminating employment for reasons other than LAFCo retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
- D. Employees terminating employment for reasons other than LAFCo retirement may not use vacation leave, sick leave or comp time on the day after a holiday if the last working day is before the holiday. A holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that holiday.
- E. Employees on a leave of absence without pay for both the regularly scheduled working day before a holiday and the regularly scheduled working day after a holiday shall not be paid for that holiday.

- F. Part-time employees are eligible for paid holidays on a pro-rata basis as hours worked relates to forty (40) hours.
- G. When a paid holiday falls on a Saturday, the preceding Friday is a paid holiday. When a paid holiday falls on a Sunday, the Monday following is a paid holiday.

H. Holidays

Fixed Holidays Include:

January 1 <sup>st</sup>	New Years Day
Third Monday in January	Martin Luther King Jr.'s Birthday
February 12 <sup>th</sup>	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4 <sup>th</sup>	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11 <sup>th</sup>	Veterans' Day
Thanksgiving Day	Traditional
Day after Thanksgiving	Day after Thanksgiving
December 25 <sup>th</sup>	Christmas Day

**Section 4.2 Vacation**

- A. Every employee, with the exception of the Executive Officer as outlined below, in a full-time regular position shall receive vacation benefit for each pay period of continuous service according to the following schedule:

Pay Periods of Continuous Service	Vacation Credits per Pay Period of Continuous Service	Maximum Earnable Vacation Accrual
0 through 78 pay periods	3.08 hours	160 hours
79 through 259 pay periods	4.62 hours	240 hours
Over 260 pay periods	6.16 hours	320 hours

Vacation accrual shall date from the first of the pay period following the pay period in which the employee commenced such continuous service. If such commencement date was the first working day of the pay period, vacation accrual shall start from such commencement date. Vacation accrual is credited at the end of each pay period and may be taken in the following pay period.

- B. Every employee in a part-time position shall receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time position with like pay



periods of consecutive service, as the number of hours in the part-time work schedule is to the numbers of hours in the full-time work schedule.

- C. The Executive Officer shall receive vacation benefits of 6.16 hours per pay period to a maximum accrual of 440 hours. In the event the Executive Officer is employed on a less than full time basis, he or she shall receive vacation benefits on a pro rata basis, proportional to their authorized hours, to a maximum accrual of 440 hours.
- D. Vacation time taken shall not be counted as time worked for the purposes of overtime compensation. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
- E. Employees who are terminating their employment for reasons other than paid LAFCo retirement shall not use vacation time to extend their termination date (e.g., requesting vacation time to begin 3-7 and the actual termination date to be 3-13, etc.).
- F. Any person separating from LAFCo who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one tenth of an hour. Employees terminating from LAFCo service prior to becoming eligible to take earned vacation credit shall be paid for earned (accrued) vacation. For the purposes of this section, sick leave and compensatory time off with pay shall be counted as days worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.
- G. An employee who has accumulated the maximum accrual for his/her years of service (160/240/320/440) hours and who has taken eighty (80) hours of vacation within the previous 26 pay periods, may request payment for up to forty (40) hours of vacation pay by submitting a written request for payment to the Executive Officer or when appropriate the Chairperson. Only one such request may be made or paid during any 12 calendar month period.

### **Section 4.3 Sick Leave**

- A. Every employee holding a full time position shall accrue 3.70 working hours sick leave with pay for each pay period of service; except, that no employee shall earn sick leave credit during a pay period in which he/she is absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours. During that pay period in which a leave of absence without pay is granted for two (2) days or less, the employee shall

accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty (80) hours. It shall be computed to the nearest hundred of an hour. If unpaid leave exceeds 16 hours in any pay period, no sick leave will be accrued by the employee for that period. Sick leave accrual is credit at the end of each pay period and may be taken in the following pay period.

- B. Every employee holding a part-time position shall accrue sick leave with pay in proportions to the relationship his/her basic workweek bears to forty (40) hours.

No such employee shall earn sick leave credit during a pay period in which he/she is absent without pay more than fifteen (15) percent of the regularly scheduled working hours for the position.

- C. Temporary employees shall not accrue sick leave.

- D. An employee who enters the service of LAFCo in a regular or limited-term position shall begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which case, the first day of sick leave accrual shall date from the first of the pay period in which the service began

- E. Sick leave may be applied to absence caused by illness, injury, pre-natal care or pregnancy of an employee. Sick leave may be used during pregnancy when the employee's physician certifies that, due to her pregnancy, she is no longer able to perform the duties of her position. The employee shall be required to furnish, at intervals to be determined by the Executive Officer, a certificate from her physician to the effect that, due to her pregnancy, she is physically unable to perform the duties of her position. Sick leave may be used for medical, dental or vision appointments when absence during working hours for this purpose is authorized by the Executive Officer. In any instance involving use of a fraction of a day's sick leave, the amount charged to the employee's sick leave account shall be to the nearest one tenth of an hour. The Executive Officer shall be responsible for the control of abuse of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory evidence of illness to the Executive Officer.

- F. Sick leave may be utilized by an employee for the care or attendance of ill or injured members of his/her family, up to a maximum of eighty (80) hours annually.

- G. Sick leave shall not be used in lieu of vacation, but vacation or administrative leave may be used in lieu of sick leave, after accrued sick leave has been exhausted.
- H. No payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination of employment, except as set forth in I below. Termination of an employee's continuous service, except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters employment.
- I. When an employee terminates for reasons of regular or disability retirement or death, an amount equal to the dollar value of the employee's accumulated unused sick leave shall be contributed to a Retirement Health Savings Account to assist in payment of retiree medical expenses in accordance with LAFCo policy.
- J. For the purposes of this Section, a member of the immediate family is construed to mean the mother, father, spouse, son, daughter, brother or sister of the employee or the minor child for whom the employee has legal custody.
- K. Hospitalization of a member of the immediate family is a valid reason for sick leave under the following conditions:
  - (i) A day's absence may be authorized for the employee to be at the hospital on the day of an operation, on the day of a birth of his child or in the event of a critical illness of a member of the immediate family. Absences for these reasons for more than one day may be authorized on sick leave only if a doctor provides a written statement that the employee's presence, away from work, is required.
- L. The Auditor-Controller shall maintain sick leave records of all personnel. The Executive Officer or his/her designee shall report the absences of his/her employees for approved sick leave during the pay period concerned.

#### **Section 4.4 Family and Medical Leave**

- A. STATEMENT OF POLICY
  - (i) To the extent not already provided for under current leave policies and provisions, LAFCo will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to

such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Family Rights Act (CFRA). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.

## B. DEFINITIONS

- (i) "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- (ii) "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or step-child, legal ward, or a child of a person standing in loco parentis.

A child is "incapable of self care" if he/she requires active assistance or supervision to provide daily self care in three or more of the activities of daily living or instrumental activities of daily living□ such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.

- (iii) "Parent" means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- (iv) "Spouse" means a husband or wife as defined or recognized under California State law for purposes of marriage or registered domestic partner as defined in Family Code section 297 et seq.
- (v) "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
  - 1) "Inpatient Care" (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom); or

- 2) "Continuing treatment" by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
- a) A period of incapacity (i.e., inability to work, or perform other regular daily activities due to serious health condition) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
    - (i) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or
    - (ii) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
    - (iii) Any period of incapacity due to pregnancy or for prenatal care. (Note: This entitles the employee to FMLA leave, but not CFRA leave. Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave.)
  - (vi) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
    - 1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
    - 2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

- 3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
  - 4) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
  - 5) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- (vii) "Health Care Provider" means:
- 1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
  - 2) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;
  - 3) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
  - 4) Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
  - 5) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
  - 6) Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the

existence of a serious health condition to substantiate a claim for benefits.

#### C. REASONS FOR LEAVE

Leave is only permitted for the following reasons:

- (i) The birth of a child or to care for a newborn of an employee;
- (ii) The placement of a child with an employee in connection with the adoption or foster care of a child;
- (iii) Leave to care for a child, parent, spouse or domestic partner who has a serious health condition; or
- (iv) Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

#### D. EMPLOYEES ELIGIBLE FOR LEAVE

An employee is eligible for leave if the employee:

- (i) Has been employed for at least 12 months; and
- (ii) Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

#### E. AMOUNT OF LEAVE

Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period.

##### (i) Minimum Duration of Leave

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for bonding with a newborn for at least one day, but less than two weeks duration on any two occasions.

If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice

and medical certification provisions of this policy must be complied with.

(ii) Spouses or Domestic Partners Both Employed by LAFCo

In any case in which a husband and wife both, or domestic partners, are employed by the LAFCo are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave). This limitation does not apply to any other type of leave under this policy.

F. EMPLOYEE BENEFITS WHILE ON LEAVE

- (i) Leave under this policy is unpaid. While on leave, employees will continue to be covered by LAFCo's group health insurance to the same extent that coverage is provided while the employee is on the job.
- (ii) Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, LAFCo will inform the employee whether the premiums should be paid to the carrier or to LAFCo. Coverage on a particular plan may be dropped if an employee is more than 30 days late in making a premium payment. However, the employee will receive notice at least 15 days before coverage is to cease, advising that he/she will be dropped if the premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.
- (iii) If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, LAFCo shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. LAFCo shall have the right to recover premiums through deduction from any sums due LAFCo (e.g. unpaid wages, vacation pay, etc.)

G. SUBSTITUTION OF PAID ACCRUED LEAVES

While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the LAFCo may require an



employee to concurrently use paid accrued leaves after requesting FMLA and/or CFRA leave, and may also require an employee to use Family and Medical Care Leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.

- (i) Employee's Right To Use Paid Accrued Leaves Concurrently With Family Leave - Where an employee has earned or accrued paid vacation, or compensatory time, that paid leave may be substituted for all or part of any (otherwise) unpaid leave under this policy.
- (ii) As for sick leave, an employee is entitled to use sick leave concurrently with leave under this policy if:
  - 1) The leave is for the employee's own serious health condition; or
  - 2) The leave is needed to care for a parent, spouse, domestic partner or child with a serious health condition, and would be permitted as sick leave under the LAFCo's sick leave policy.
- (iii) LAFCo's Right To Require An Employee To Use Paid Leave When Using FMLA/CFRA Leave - Employees must exhaust their accrued vacation, administrative and sick leaves concurrently with FMLA/CFRA leave with one exception:
  - 1) Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition.
- (iv) The LAFCo's Right To Require An Employee To Exhaust FMLA/CFRA Leave Concurrently With Other Leaves - If an employee takes a leave of absence for any reason which is FMLA/CFRA qualifying, the LAFCo may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.

#### H. MEDICAL CERTIFICATION

Employees who request leave for their own serious health condition or to care for a child, parent, spouse or domestic partner who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by LAFCo.

- I. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.

## (i) Time to Provide a Certification

When an employee's leave is foreseeable and at least 30 days notice has been provided, if a medical certification is requested, the employee must provide the requested certification to LAFCo within the time frame requested by LAFCo (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

## (ii) Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency.

However, if an employee fails to provide a medical certification within the time frame established by this policy, LAFCo may delay the taking of FMLA/CFRA leave until the required certification is provided.

## J. EMPLOYEE NOTICE OF LEAVE

Although LAFCo recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If LAFCo determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, LAFCo may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

**Section 4.5 Bereavement Leave**

Employees shall be entitled to a bereavement leave, not chargeable to vacation or sick leave, in the event of the death of one of the following members of the employee's family:

- natural, step, adoptive parents and grandparents of the employee;
- natural, step, adopted children and grandchildren of the employee;
- natural and step brothers and sisters of the employee;
- present spouse of the employee;

- ex-spouse who is a natural or adoptive parent of a minor child in the custody of the employee;
- natural and adopted brothers and sisters of the employee's spouse;
- present spouses of the employee's natural and adopted brothers and sisters;
- son-in-law and daughter-in-law of the employee.

Such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, whether services are within the State or outside the State of California. Leave benefits will be prorated for part-time employees based upon the number of hours worked (for example, a halftime employee has a maximum of twenty (20) hours). Employees desiring more time off under these circumstance may request vacation or other appropriate leaves which may or may not granted at the sole discretion of the Executive Officer when appropriate, the Chairperson. LAFCo may require an affected employee to submit proof of qualifying relationship in order to be eligible for bereavement leave.

#### **Section 4.6 Leave of Absence Without Pay**

- A. A leave of absence may be granted only to an employee upon the exhaustion of all other appropriate leave balances and the employee must have a satisfactory employment record. The Executive Officer or Commission may authorize a leave of absence for an employee without pay for a period of time not to exceed thirty (30) calendar days. Additional leave may be granted but only if authorized by the Commission
- B. A leave of absence request shall normally be initiated by the employee, but may be initiated by the Executive Officer.
- C. Neither leave accruals nor benefits shall accrue while an employee is on leave of absence without pay, except as required under the Federal Family and Medical Leave Act.
- D. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by the Executive Officer to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties of his/her position.
- E. Whenever an employee has been granted a leave without pay and desires to return before expiration of such leave, the Executive Officer or when appropriate the Chairperson may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- F. A leave of absence may be revoked by the Executive Officer or when appropriate the Chairperson upon evidence that the cause for granting leave was misrepresented or has ceased to exist.
- G. Failure to return at the expiration date of leave of absence or being absent without leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the Executive Officer or when appropriate the

Chairperson if the employee presents satisfactory reasons his/her absence within three (3) days of the date his/her automatic resignation became effective.

- H. A leave of absence without pay may be granted for any of the following reasons:
- (i) Illness or disability
  - (ii) Pregnancy or Childbirth
  - (iii) To take a course of study which will increase the employee's usefulness on return to his/her position.
  - (iv) For reasons acceptable to the Executive Officer or when appropriate to the Commission.
  - (v) Illness of a family member or other qualifying criteria under the Federal Family and Medical Leave Act.

#### **Section 4.7 Jury Duty**

Any employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the employee shall be entitled to his/her regular pay provided the employee deposits fees received for such services, exclusive of mileage, with LAFCo's treasurer within thirty (30) calendar days after his/her excused absence for such duty. Requests for Jury Duty leave should be made by presenting the official court summons to the Executive Officer as soon as possible after receipt. Verification of time release for jury duty is required.

Employees are expected to report for work whenever the court schedule permits, including any remaining parts of a normally scheduled workday. Jury Duty is not considered as time worked for overtime compensation purposes.

#### **Section 4.8 Insurance and Service Plans**

- A. **Medical Insurance**  
Employees in regular or limited term positions have the option of becoming members of the Public Employees' Medical and Hospital Care Act ("PEMHCA" or "PERS Health") insurance program. LAFCo's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be adjusted in accordance with the Minimum Employer Contribution ("MEC") established by PEMHCA.
- B. **Retiree Medical Insurance**  
All employees who have concurrently retired from LAFCOo and from the California Public Employees' Retirement System ("PERS") may participate in the PERS Health insurance program at their own expense. LAFCo shall contribute the Minimum Employer Contribution ("MEC") established by PERS.

C. Cafeteria Plan

LAFCo's contribution toward the cafeteria plan shall be set at 75% of the 2014 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC. Effective with coverage effective January 1, 2015, LAFCo's contribution toward the health plan shall be set at 75% of the 2015 PEMHCA Bay Area Kaiser Permanent family rate minus the PEMHCA MEC.

An employee may use LAFCo's contribution to the cafeteria plan toward the medical insurance plan for which s/he has elected to enroll.

An employee who has unused (unspent) cafeteria plan contributions shall retain those contributions as additional earnings (wages), but only to a maximum of \$334.58 per month.

An employee who waives health insurance because the employee demonstrates to LAFCo that s/he has alternate health insurance coverage shall receive \$500.00 per month minus the PEMHCA MEC.

A regular or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan of the full-time employee contribution in proportion to the relationship their basic workweek bears to forty hours. That total amount shall first be allocated to the PEMHCA MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.

**Health Care Reimbursement Account:** During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement with LAFCo whereby LAFCo will direct the amount of the salary reduction on a pre-tax basis into the employee's Health Care Reimbursement Account ("HCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the LAFCo Plan Document. The employee will forfeit all unused funds remaining in his/her HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the LAFCo Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

**Dependent Care Reimbursement Account:** During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement whereby LAFCo will direct the amount of the salary reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account ("DCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the LAFCo Plan Document. The employee will forfeit all unused funds in his/her DCRA at the end of the plan year or at the end of the grace

period, if any, allowed under the LAFCo Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her DCRA to obtain reimbursement of eligible dependent care expenses.

D. Dental Insurance

Employees in regular or limited term positions are eligible for dental insurance coverage for the employee and eligible dependents beginning on the first of the month following three (3) months of continuous service with LAFCo.

LAFCo will pay on behalf of each eligible full-time employee and his/her eligible dependents one hundred percent (100%) of the monthly dental care insurance premium rate charged by the Plan Provider. LAFCo's contribution will be prorated for regular part-time employees, to reflect the same percentage that the regularly scheduled hours in the employee's basic workweek bears to forty (40) hours. Premium amounts in excess of LAFCo's contribution will be paid by the participating employee through payroll deduction.

LAFCo intends to retain the existing plan of dental insurance benefits. However, if the insurance plan provider mandates a change in the benefit plan and LAFCo did not request the change, then LAFCo will have no obligation to replace benefits eliminated or modified by the Plan provider.

LAFCo reserves the right to eliminate or provide additional dental insurance plans.

E. Vision Insurance

Employees in regular or limited term positions are eligible for vision insurance coverage for the employee and eligible dependents beginning the first of the month following three (3) months of continuous service with LAFCo.

LAFCo will pay one hundred percent (100%) of the monthly vision plan insurance premium rate charged on behalf of each regular full-time employee and his/her eligible dependents. LAFCo's contribution will be prorated for regular part-time employees, to reflect the same percentage that the regularly scheduled hours in the employee's basic workweek bears to forty (40) hours. Premium amounts in excess of LAFCo's contribution will be paid by the participating employee through payroll deduction.

LAFCo intends to maintain the existing Plan of vision insurance benefits. However, if the insurance plan provider mandates a change in benefits and LAFCo did not request the change, then LAFCo will have no obligation to replace benefits eliminated or modified by the Plan provider.

LAFCo reserves the right to eliminate or provide additional vision insurance plans.

F. Life Insurance

Employees in regular or limited term positions are eligible for life insurance coverage and accidental death and dismemberment insurance for the employee beginning the first of the month following six (6) months of continuous service with LAFCo.

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one and one-half (1.5) times the employee's annualized monthly base salary valued up to the next thousand dollars (e.g., if annualized wage equals \$21,100 then life insurance policy is valued at \$22,000) to a maximum policy of three hundred fifty thousand dollars (\$350,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

LAFCo pays one hundred percent (100%) of the life insurance premium on behalf of each regular employee.

LAFCo shall maintain the existing life insurance benefits. However, it is understood that insurance plan providers from time to time mandate changes in benefits and LAFCo has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

LAFCo reserves the right to eliminate or provide additional life insurance plans.

G. Deferred Compensation

A Deferred Compensation Program as established by LAFCo, is available to all employees employed in regular or limited term positions. Such programs are hereby incorporated by reference.

To encourage LAFCo employee participation in the deferred compensation program, LAFCo will contribute a dollar for dollar match up to a maximum of five dollars (\$5) a pay period to the deferred compensation account of any LAFCo employee who is actively enrolled in the deferred compensation program.

H. Short Term Disability Insurance

LAFCo participates in the State Disability Insurance program for employees and employees shall have deducted from their paychecks the cost of the State Disability Insurance program.

I. Long Term Disability Insurance

Employees in regular or limited term positions are eligible for long term disability insurance coverage for the employee beginning the first of the month following six (6) months of continuous service with LAFCo.

The long term disability insurance policy provides a replacement income benefit, generally and as described by the plan, of 60% of basic monthly earnings to a

maximum benefit of \$12,000 of monthly base pay.

LAFCo pays one hundred percent (100%) of the long term disability insurance premium on behalf of each regular employee.

LAFCo shall maintain the existing long term disability insurance benefits. However, it is understood that insurance plan providers from time to time mandate changes in benefits and LAFCo has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

LAFCo reserves the right to eliminate or provide additional long term disability insurance plans.

#### **Section 4.9 Unemployment Benefits**

Employees are covered under the State of California Unemployment Insurance Benefits Program.

#### **Section 4.10 Pregnancy Leave**

- A. Eligibility: In accordance with applicable law and this policy, female employees are eligible for a leave of absence and/or transfer on account of pregnancy, regardless of length of service with LAFCo.
- B. Pregnancy Disability Leave

A woman is "disabled by pregnancy" if, in the opinion of her health care provider, she is unable to work at all or is unable to perform one or more of the essential functions of her job or to perform these without undue risk to herself, to the successful completion of her pregnancy, or to other persons.

Pregnancy disability leave is for any period(s) of actual disability caused by pregnancy, childbirth, or related medical conditions. Where medically advisable, pregnancy disability leave may be taken for a reasonable period of time, up to four months per pregnancy (eighty-eight workdays for a full-time employee). Employees who regularly work more or less than a 40-hour workweek are entitled to such leave on a pro rata basis.

- C. Leave Due to Normal Childbirth

Even if the employee is not disabled by pregnancy, childbirth, or related medical conditions, a pregnant employee is entitled to up to six weeks of leave for normal childbirth. Employees working more or less than a 40-hour workweek are entitled to such leave on a pro rata basis.



#### D. Leave and Other Reasonable Accommodation Requests

- (i) Pregnant employees should notify the Executive Officer as soon as possible regarding their intent/need to take a leave of absence due to pregnancy, childbirth, or related medical conditions. Such notice should specify the anticipated timing and duration of the leave.
- (ii) Where the need for a leave of absence is foreseeable, employees must provide such notice at least 30 days prior to the date the leave is to begin. Further, employees must consult with the Executive Officer regarding the scheduling of any planned medical treatment or supervision so as to minimize any disruption to LAFCo's operations. (Actual scheduling of the leave is subject to the approval of the employee's health care provider.)
- (iii) Where 30 days advance notice is not possible, notice must be given as soon as possible. However, LAFCo will not deny a pregnancy disability leave where the need for leave is an emergency or was otherwise unforeseeable.
- (iv) LAFCo shall respond to the leave request as soon as practicable and, in any event, no later than 10 calendar days after receiving the request. LAFCo shall attempt to respond to the leave request before the date the leave is due to begin. Once given, approval shall be deemed retroactive to the date of the first day of the leave.
- (v) Reasonable accommodation other than leave will be granted upon request. Such requests must be supported by a written certification from the employee's health care provider.

#### E. Intermittent Leave

Pregnancy disability leave need not be taken in one continuous block. It may be taken on an as-needed basis, intermittently or on a reduced work schedule.

#### F. Temporary Transfers

- (i) An employee may request a temporary transfer to a position with less strenuous or less hazardous duties when where the employee's health care provider certifies that such a transfer is medically advisable.
- (ii) Temporary transfers will be granted where appropriate and when LAFCo is able to reasonably accommodate the transfer, provided that the transfer would not require LAFCo to:
  - 1) Create additional employment;
  - 2) Discharge another employee;
  - 3) Transfer a more senior employee in order to make room for the pregnant employee's transfer; or

- 4) Promote or transfer the employee or any other employee to a position for which he/she is not qualified.

#### G. Certifications

- (i) As a condition of taking a pregnancy disability leave or transfer, the employee must provide medical certification from her health care provider that she is disabled due to pregnancy, childbirth or related medical conditions and/or that a transfer to an alternative position is medically advisable.

- (ii) The medical certification should include:

The date on which the employee become disabled due to pregnancy or the date of the medical advisability for the transfer;

The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and

A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, to the successful completion of her pregnancy, or to other persons or a statement that, due to pregnancy, the transfer is medically advisable.

#### H. Recertification

Recertification may be required where additional time is requested.

#### I. Fitness for Duty

The employee must provide certification from her health care provider of her fitness for duty prior to being reinstated.

#### J. Pay During Leave

- (i) Pregnancy disability leave is unpaid leave. However, the employee may request or LAFCo may require that the employee use accrued sick leave to provide pay during the period of leave.
- (ii) An employee may also elect, at her option, to use accrued vacation or other accrued paid time off, if any, to provide pay during pregnancy disability leave.
- (iii) The employee may also be eligible to receive temporary disability insurance payments during her pregnancy disability leave, and to

coordinate the use of any accrued sick leave and/or vacation to supplement temporary disability insurance payments.

K. Reinstatement

- (i) The employee is entitled to be reinstated to the same or a comparable position upon release to return to work by her health care provider.
  - 1) Where a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated by the date agreed upon, provided that the employee has provided medical certification of her fitness for duty.
  - 2) If the actual reinstatement date differs from the original agreement, the employee will be reinstated within two business days, where feasible, after the employee notifies LAFCo of her readiness to return and provides medical certification of her fitness for duty.
  - 3) Failure to return to work on the next work day following the expiration of pregnancy disability leave may be grounds for termination of employment.
- (ii) The employee is not, however, entitled to any greater right of reinstatement than she would have had if she had not taken leave. Thus, reinstatement to the "same position" may be denied if:
  - 1) For legitimate business reasons unrelated to the employee having taken a pregnancy disability leave or transfer, the employee would not otherwise have been employed in her same position at the time reinstatement is requested; or
  - 2) Each means of preserving the job or duties for the employee (such as leaving it unfilled or filling it with a temporary employee) would substantially undermine LAFCo's ability to operate safely and efficiently.
- (iii) Also, the employee has no greater right to reinstatement to a "comparable position" or to other benefits and conditions of employment than an employee who has been continuously employed. Thus, reinstatement to a comparable position may be denied if:
  - 1) There is no comparable position open on the employee's scheduled date of reinstatement or within 10 working days thereafter; or

- 2) The pregnancy disability leave does not qualify as leave pursuant to the Federal Family and Medical Leave Act ("FMLA") and a comparable position is available, but filling the available position with the returning employee would substantially undermine LAFCo's ability to operate safely and efficiently.
- (iv) In the event that the employee takes family and medical leave under the California Family Rights Act ("CFRA") following her pregnancy disability leave for the birth of her child, the employee's right to reinstatement shall be governed by the CFRA and LAFCo's Family and Medical Leave Policy rather than these provisions.

#### L. Seniority and Benefits

- (i) In general, employees taking pregnancy disability leave will be treated the same as other similarly situated employees taking disability leave.
- (ii) The employee returning from a pregnancy disability leave shall return with no less seniority than she had when the leave commenced for purposes of layoff, recall, promotion, job assignment, and seniority related benefits such as vacation.
- (iii) The employee shall retain employee status during the period of leave, and the leave shall not constitute a break in service for purposes of longevity and/or seniority.

#### M. Federal Family and Medical Leave

In accordance with the FMLA, LAFCo shall count each day of pregnancy disability leave against an eligible employee's entitlement to up to 12 weeks of federal family and medical leave under the FMLA.

#### N. Group Health Insurance

Pursuant to the FMLA, where an eligible employee is on pregnancy disability/FMLA leave, LAFCo will continue the employee's group health insurance coverage for up to a maximum of 12 weeks under the same terms and conditions as applied prior to the leave of absence.

- (i) In the event that the employee fails to return from leave, LAFCo may recover premiums it paid to maintain group health insurance coverage. (For details, see LAFCo's Family and Medical Leave Policy.)
- (ii) If the employee is not eligible for continued paid coverage or if coverage ceases after 12 weeks, the employee may continue group health insurance coverage pursuant to federal and state COBRA guidelines.
- (iii) LAFCo is not required to continue paying group health insurance premiums during pregnancy disability leave which does not also constitute FMLA leave.

## O. California Family and Medical Leave

The right to take a pregnancy disability is separate and distinct from the right to take family and medical leave under the CFRA. Thus, at the end of the employee's period(s) of pregnancy disability, or at the end of four months pregnancy disability leave, whichever occurs first, an eligible employee may request to take up to 12 workweeks of CFRA leave in accordance with LAFCo's family and medical leave policy.

- (i) There is no requirement that either the employee or her child have a serious health condition or that the employee no longer be disabled by her pregnancy before taking CFRA leave for the birth of a child.
- (ii) Where the employee has used all four months of her pregnancy disability leave prior to the birth of her child, and her health care provider determines that a continuation of the leave is medically necessary, LAFCo may, but is not required to, allow the use of CFRA leave prior to the birth of a child.
- (iii) The maximum possible combined leave for pregnancy disability/FMLA and CFRA leave due to the birth of a child is four months and 12 workweeks.
- (iv) CFRA leave taken due to the birth of the employee's child must be concluded within one year of the child's birth. The basic minimum duration of such leave shall be two weeks, except that LAFCo will grant a CFRA leave of less than two weeks' duration on any two occasions within one year of the child's birth.

### Section 4.11 Administrative Leave

- A. In recognition that their responsibilities occasionally require work in excess of the normal 40 hour week, the Executive Officer and the LAFCo Analyst position shall receive Administrative Leave benefit. This will be in lieu of any payment of overtime or compensatory time off for work performed in excess of 40 hours per week.
  - (i) The above referenced full-time positions shall be granted eighty (80) hours of Administrative Leave effective July 1 of each year. Any employee incumbent in an eligible position for less than a full fiscal year shall be eligible for a pro-rata lump sum number of Administrative Leave hours at a rate of 3.0769 hours times the number of full pay periods remaining in the fiscal year. Employees working in regular positions on a less than full-time basis shall accrue Administrative Leave on a pro-rata basis, proportional to the number of authorized hours employed.
  - (ii) Use of Administrative Leave is subject to approval of the Executive Officer. Administrative Leave may be taken in increments of not less than one (1) hour. In the event it is the Executive Officer's determination that

an employee covered by this provision has worked an extraordinary number of hours over the forty (40) hour workweek, the Executive Officer may approve additional informal administrative leave for that employee.

- (iii) No eligible employee shall carry over Administrative Leave from one fiscal year to another. Employees who have unused Administrative Leave at the end of the fiscal year shall be paid for those remaining hours at the employee's base rate of pay in effect on the last pay period in the outgoing fiscal year in the following manner:
  - 1) Convert all unused Administrative Leave to their Retirement Health Savings Account in July of each year.
- (iv) Subject to advance approval by the Executive Officer, Administrative Leave may be taken at any time during the fiscal year, but must be taken within the fiscal year in which it is given. Administrative Leave may be used as sick leave, but only after all accrued sick leave has been exhausted.
- (v) No person shall be permitted to work for compensation for LAFCo in any capacity while on paid Administrative Leave.
- (vi) Any employee who separates from LAFCo employment shall not receive any compensation for any unused Administrative Leave.

#### **Section 4.12 Military Leave**

Military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees, who have been employed at least one year, are eligible for up to 30 days of paid leave for active duty training.

Employees on military leave will receive rights and benefits comparable to those they would receive under LAFCo's policies for other types of leave. Continuation of health insurance benefits is available based on the length of the leave and subject to the terms, conditions and limitations of the applicable plan for which the employee is otherwise eligible. Employees on leave for no more than 30 days will receive continued health insurance benefits but are responsible for paying their portion of the health care coverage continuation rights. Vacation, sick leave and holiday benefits will continue to accrue during any paid portion of a military leave of absence.

The federal Family and Medical Leave Act (FMLA) also entitles eligible employees to take leave for a covered family member's service in the Armed Forces. This policy supplements our FMLA policy and provides general notice of employee rights to this leave. Except as stated below, such rights and obligations for Servicemember FMLA

are governed by our existing FMLA policy. Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state and local law. Servicemember FMLA provides eligible employees unpaid leave for any one, or combination, of the following reasons:

- A 'qualifying exigency' arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan: and/or
- To care for a covered family member who has incurred an injury or illness while in the Armed Forces provided that such injury or illness renders the family member medically unfit to perform duties of the member's office, grade, rank or rating and is certified by the servicemember's health care provider.

When leave is due because of a 'Qualified Exigency' concerning the military duty of a family member: an eligible employee may take up to 12 workweeks of leave during any 12-month period.

When leave is to care for an injured or ill servicemember: an eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the servicemember. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed 26 workweeks in a single 12-month period.

Where spouses are both employed by LAFCo, they may take up to, in aggregate, 26 workweeks of servicemember FMLA, provided that any portion of the aggregate leave that is not for care of a family servicemember does not exceed 12 workweeks.

In any case where it is foreseeable that an employee will need servicemember FMLA, that employee must provide notice of his or her intent to take leave as soon as reasonably possible and provide certification of either the 'qualified exigency' or family servicemember's need for care as soon as practicable.

## **Division 5. Salary Plan Administration**

### **Section 5.1 Pay for New Employees**

The Executive Officer or when appropriate the Commission shall appoint new employees to the appropriate salary for the position, as approved by the Commission in the budgetary process.

### **Section 5.2 Salary Plan**

- A. During the annual budget review and at other times deemed necessary, the Executive Officer shall submit for the Commission's consideration a proposed

Salary Plan. Any COLAs awarded to employees will be part of the Salary Plan. (See **Appendix A, Salary Schedule.**)

- B. The Commission shall perform a written evaluation of the Executive Officer once a year per the LAFCo By-Laws as part of the budgetary process.
- C. The Executive Officer shall perform a written evaluation for employees once a year as part of the budgetary process. A successful review may result in a raise dependent upon the budgetary outcome and other Agency needs. LAFCo employees serve in an “at will” capacity; a satisfactory evaluation is not an assurance of continued employment.
- D. Eligible Employees in Appendix B, hired on the effective date of the resolution establishing personnel policies for LAFCo, shall still be eligible for the Salary Steps listed in Supplemental B.

**Section 5.3 Merit Increases within Grade**

- 1. Merit increases shall not be automatic, but shall be given only upon the recommendation of the department head.
- 2. The merit increase eligibility dates for all employees hired or promoted into classifications in this unit shall be the first day of the pay period following completion of 26 full pay periods.
- 3. The merit increase eligibility date for employees in regular positions shall be the first day of the pay period following completion of the number of full pay periods of service indicated as follows:

After	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Grade Steps	2	3	4	5

Employment beginning on the first working day of a pay period shall be considered as beginning on the first calendar day of that pay period. If the first working day is after the first Monday (Tuesday if Monday is a holiday) of the pay period, time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual.

Other than military leave, a leave-of-absence without pay exceeding seven (7) consecutive calendar days in a pay period shall defer a merit increase eligibility date by an amount equal to the number of pay periods during which the employee was on leave-of-absence without pay.



4. An employee in a regular part-time position shall be treated identically to an employee in a regular full-time position except that merit increases shall be granted in the same proportion as hours of work relate to the hours of work of a regular full-time position.
5. Each merit increase within grade shall be accompanied by a performance evaluation documenting the satisfactory performance of the employee. The merit increase shall consist of one step on the salary range for the class.
6. An overall rating of either unacceptable or improvement needed requires a performance re-evaluation no later than four (4) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, the appointing authority must recommend action to be taken.
7. If, in the Executive Officer's judgment (or, as appropriate the Commission's judgment), the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an effort at improved performance might be productive, the Executive Officer (or, as appropriate the Commission) shall complete the structured merit rating and defer a decision regarding the merit increase. A merit increase decision may be deferred for any number of pay periods, not to exceed 13. A merit increase may be deferred only once for any given step on the grade for the class. The Executive Officer or, as appropriate, the Commission, may reopen the matter by submitting another merit rating and recommendation. An employee's merit increase eligibility date shall not be changed by any deferment.
8. If an employee's merit increase eligibility date is overlooked through an error and, upon discovery of the error, the employee is recommended for merit increase, the employee shall be compensated for the additional salary he or she would have received dating from the original merit increase eligibility date.

#### **Section 5.4 Longevity Compensation**

- A. Longevity Compensation provided to the Executive Officer:  
For the purposes of longevity, continuous service is defined as employment in a regular position which has not been interrupted by resignation, discharge, or retirement. The Executive Officer shall receive credit for prior years of longevity compensation service credit for employment with California cities, counties, joint power authorities, and other special districts as approved by the LAFCO Chairperson or his/her delegate. The LAFCO Executive Officer shall receive longevity compensation of:

2.5% increase upon completion of the following years of service:  
10 years, 15 years, 20 years, 25 years, 30 years, 35 years

Longevity Compensation provided to other LAFCO regular employees: For the purposes of longevity, continuous service is defined as employment in a regular position which has not been interrupted by resignation, discharge, or retirement. Regular employees shall receive longevity compensation of:

2.5% increase upon completion of the following years of service  
10 years, 20 years, 25 years, 30 years

- B. Employees in part-time positions shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in a full-time position as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- C. Upon qualifying the longevity increase, any further pay increase shall be in addition thereto, and not restricted or reduced by any reason of the longevity increase.
- D. An employee who is laid off and subsequently re-employed in the same position within twenty-four (24) months by approval of the Executive Officer or when appropriate, the Commission will have continuous service credited to him or her for actual time worked prior to layoff for purposes of vacation and longevity pay eligibility

### **Section 5.5 Overtime; CTO**

- A. "Overtime" Defined. Unless otherwise stated in a memorandum of understanding, "overtime" is all hours an overtime-eligible employee actually works over 40 in his or her work week. Overtime is compensated at 1.5 times the Fair Labor Standards Act regular rate of pay. Only actual hours worked shall be counted toward the 40-hour threshold for purposes of calculating FLSA overtime pay. No overtime shall be recorded or reported for less than 6 minutes of work.
- B. Failure to obtain preapproval prior to working overtime could subject the Employee to discipline.
- C. LAFCo has determined that certain classifications are exempt and not eligible for overtime in accordance with the Fair Labor Standards Act. Those classifications designed as exempt from overtime provisions are identified in Appendix B, List of Positions Exempt from Overtime Requirements.

## **Section 5.6 Salary Payment Procedure**

- A. A pay period shall begin on a Sunday and end on a Saturday (14 days) and shall consist of eighty (80) working hours. Such pay periods will be as established by the Auditor-Controller. Employees shall be paid every other Friday.
- B. Compensation for each employee for whom compensation is established shall be paid out of the LAFCo fund upon certification from the Executive Officer that the employee has performed the services set forth in such certificates.
- C. When an employee separates from LAFCo and use of the regularly scheduled certification would create an inequitable delay, the Executive Officer or when appropriate the Chairperson, may immediately file a special payroll certification of such separation with the Auditor-Controller. The Auditor-Controller may draft a warrant for the period of time or day or both due such employee up to the time of separation.

## **Section 5.7 Employee Recognition**

In addition to any other compensation provided to officers and employees of LAFCo, Commissioners and employees may be recognized for outstanding achievement and/or contributions towards excellence by adoption of the Commission. This recognition may be in the form of additional compensation, a gift certificate or gift.

## **Section 5.8 Overpayments**

- A. This provision applies when the Auditor-Controller determines that an error has been made to either the employees earnings, taxes, deductions or accrued leaves. In such cases, LAFCo, for the purposes of future compensation, shall adjust such earnings, taxes, deductions or accrued leaves to the correct rate. The Auditor shall give written notice to the employee of the error. As used in this section:
  - (i) "Earnings" means the biweekly rate of pay.
  - (ii) "Taxes" means payment of Social Security (to applicable employees), Medicare or State Disability taxes; excluding federal and state withholding taxes.
  - (iii) "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation).
  - (iv) "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
  - (v) "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the

reason, including but not limited to, administrative, clerical or system error.

- (vi) "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- B. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse LAFCo. The employee has the following options for reimbursement:
- (i) Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
  - (ii) Full payment by personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
  - (iii) For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  - (iv) A method mutually agreed upon by the employee and the Auditor-Controller.
- C. In the case of underpayment, LAFCo will pay the employee a one-time adjustment through payroll. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed by the employee and the Auditor-Controller.
- (i) Full payment through payroll adjustment if total amount of reimbursed does not exceed biweekly earnings.
  - (ii) Full payment by a personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
  - (iii) For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  - (iv) In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.
- D. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, LAFCo retains the right to exercise other legal means to recover the remaining amount owed.

- E. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor's initial written notice to the employee shall be deemed waived and not reimbursable.
- F. The provisions of this section do not apply to grievance disputes which contend that LAFCo has underpaid by misapplying or incorrectly interpreting the terms of this or any other previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section.
- G. The provisions of this section only apply to errors involving earnings, taxes, deductions and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.

## **Division 6. Retirement Benefits**

### **Section 6.1 Retirement**

- A. Existing PERS Contract  
Subject to the terms of this section, the LAFCO will maintain its contract with the California Public Employees Retirement (PERS) and the benefits currently provided thereunder.
- B. PEPRA Tier  
Effective January 1, 2013 LAFCO implemented a new pension tier in accordance with and subject to the terms of the Public Employee Pension Reform Act of 2013. The new pension tier is referred to as the "PEPRA tier."
- C. PEPRA Basic Retirement Formula  
For employee required by law to participate in the PEPRA tier, the PEPRA established a pension formula of two percent (2%) of pensionable compensation for each qualifying year of service at the normal retirement age of 62 years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.
- D. Disputes Over PEPRA  
If an employee or any recognized employee association/union disputes the manner in which LAFCo applies the PEPRA tier to employees, neither the employee nor the employee association/union may submit the matter as a grievance under any LAFCo-adopted Grievance Procedure. If any term of this

Personnel and Salary Resolution conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.

- E. Pre-PEPRA 2.7% at Age 55 Formula Tier  
LAFCo's contract with the Public Employees Retirement System provides Miscellaneous Retirement formula (2.7% @ age 55) for employees who are not required by law to participate in the PEPRA tier.

For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the twelve (12) consecutive month period immediately preceding retirement (or date of last separation from service if prior to prior to retirement) or any other period of twelve (12) consecutive months during the member's applicable service that the member designates.

- F. Phase Out of Employer Paid Member Contribution  
LAFCo pays to PERS eight percent (8%) of the employee's pensionable pay toward the employee Member Contribution for employees that are not members of the PEPRA, and reports to PERS the same as additional reportable compensation for pension calculations ("EPMC as reportable compensation").

Effective August 17, 2014 LAFCo shall no longer report the employer paid member contributions as additional reportable compensation.

Effective August 17, 2014 LAFCo payment of the employee's Member Contribution shall be reduced from eight percent (8%) to zero percent (0%) for the LAFCO Executive Officer and thereafter the LAFCO Executive Officer shall pay his/her own portion of the retirement costs. Effective August 17, 2014 LAFCo payment of the employee's Member Contribution shall be reduced from eight percent (8%) to four percent (4%) for all other employees and employees shall pay his/her own four percent (4%) of the retirement costs; the LAFCO payment of the employee's Member Contribution shall be further reduced to two percent (2%) and each employee shall pay his/her own six percent (6%) effective February 15, 2015; and shall be further reduced to zero percent (0%) effective June 21, 2015 and thereafter each employee shall pay his/her own portion of the retirement costs.

- G. Employee Payment of PERS Member Contributions.

1. PEPRA Member Contributions.

Members of the PEPRA tier will contribute toward the PEPRA tier employee contribution in an amount equal to not less than fifty percent (50%) of the normal cost of the new tier, as determined from time to time by PERS, or the amount of the contribution provided in this Personnel and

Salary Resolution for members of the PEPRA tier, whichever is greater. Such contribution will be made by payroll deduction.

2. Non-PEPRA Member Contribution.

Employees subject to the Pre-PEPRA formulas described in paragraph **6.1.E** above will, through August 16, 2014 contribute zero percent (0%) of the applicable PERS member contribution by payroll deduction. Thereafter, employees shall be responsible for paying their own portion of the applicable PERS member contribution, except for any portion identified in paragraph **6.1.F** as an employer-paid contribution.

3. Employee Payment For Pre-PEPRA Formula Enhancement.

In January 2004, Solano County amended its contract with PERS to provide for the 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS (\$75,035,452). Solano County and its non-safety employees and their respective collective bargaining units agreed that such cost would be the responsibility of the employees. Solano County agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. Similarly, LAFCo employees were originally participants in that Solano County 2.7 @ 55 retirement formula and agree, in conjunction with the contracting by LAFCo with PERS, for the 2.7 @ 55 retirement formula for LAFCo employees to also subscribe to that exact same cost sharing. LAFCo employees will pay for the 2.7 @ 55 retirement formula enhancement, at the same amount and for the same duration, as do the mid-management employees of Solano County.

4. Pre-Tax Treatment PERS Member Contributions.

To the extent permitted by applicable law, employee contributions toward the Employee's and Employer's PERS contributions will be deducted on a pre-tax basis pursuant to and in accordance with section 414(h)(2) of the Internal Revenue Code.

## **Section 6.2 Social Security**

LAFCo employees opted out of the Section 218 Agreement with the Social Security Administration and do not receive work credit toward Social Security benefits through employment with LAFCo. Through September 27, 2014 in lieu of Social Security contributions, LAFCo will contribute the employer's normal rate as taxable cash back to the employee, and thereafter such contribution shall be discontinued.

Employees do have coverage under Medicare in accordance with the provisions of law. This system requires contributions by both the employee and employer in accordance with schedules provided by the federal government.

### **Section 6.3 Deferred Compensation**

LAFCo has established a 457 deferred compensation plan program through which employees can participate in a voluntary, payroll-deducted supplementary retirement program.

## **Division 7. Tuition Reimbursement Program**

### **Section 7.1 Objectives**

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in classroom courses which will educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs. While the Tuition Reimbursement Program is expected to enhance employee performance and professional abilities, LAFCo cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

### **Section 7.2 Eligibility of Employees for Tuition Reimbursement**

Only full-time employees filing regular positions and who are performing their jobs satisfactorily are eligible to participate in the Tuition Reimbursement Program. Employees are not eligible for reimbursement if their educational costs are being defrayed by another agency such as the U.S. Veterans Administration, the California State Department of Veteran's Affairs or the Commission on Peace Officer Standards and Training.

### **Section 7.3 Policy for Tuition Reimbursement**

- A. Courses must be related to the work of the employee's position or occupation in such a fashion that will offer substantial benefit to LAFCo.
- B. Each course must be taken on not more than fifty (50%) of LAFCo's time. Employees taking approved courses which encroach on their regular scheduled working hours shall be entitled to paid time off for such encroaching hours up to a total maximum amount of paid time off from work equal to fifty percent (50%) of the class time.
- C. Courses must be taken for credit; audited courses will not be reimbursed.
- D. Courses must be taken at accredited institutions. Correspondence courses from



reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent him/her from attending local courses.

- E. Prerequisite courses for eligible courses or courses which are required for the completion of a specific program are also eligibility for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactory completed.
- F. Courses are not eligible for tuition reimbursement if they:
  - (i) Are taken to bring unsatisfactory performance up to an acceptable level.
  - (ii) Are taken to acquire skills or knowledge which the employee was deemed to have when appointed.
  - (iii) Duplicate in-service training which is available.
  - (iv) Duplicate training which the employee already had.
- G. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program.
- H. Reimbursements shall be subject to certification by the Executive Officer and subject to the approval of the Executive Officer or when appropriate the Commission.
- I. Request for reimbursement must be approved before the course is undertaken.
- J. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the same fiscal year in which the course is completed and documentation must be presented to the Executive Officer within ninety (90) calendar days after the course completion date.

#### **Section 7.4 Nature of Reimbursement**

- A. Reimbursement in the amount of fifty (50) per cent may be made for tuition, registration fees, laboratory fees, and required textbooks. Other related expenses and incidental costs are not reimbursable.
- B. Reimbursement shall be limited as follows:
  - (i) No employees shall be reimbursed for more than two (2) courses in a single semester or quarter.
  - (ii) The maximum reimbursement that may be received by any employee in one fiscal year shall be one thousand one hundred (\$1,100) dollars.

- (iii) An employee shall be reimbursed for expenses totaling five (\$5.00) dollars or more for a single course. Expenses less than \$5.00 for a single course is not reimbursable.
- (iv) No employee shall be reimbursed for non-resident fees above the normal resident fees.

### **Section 7.5 Procedure for Tuition Reimbursement**

- A. The employee shall request in writing to the Executive Officer or when appropriate the Chairperson, tuition reimbursement.
- B.
- C. The Executive Officer or when appropriate, the Chairperson shall either approve or deny the request based on the criteria set forth in this policy.
- D. Upon completion of an approved course, the employee shall provide proof of fees paid and grade achieved to the Executive Officer.
- E. The Executive Officer shall authorize the Auditor-Controller to issue a warrant to the employee for reimbursement.

### **Section 7.6 Continued Service Requirement**

An employee must continue in a full-time position for one (1) year from the date of last receipt of a tuition reimbursement warrant. Failure to continue in service to LAFCo, through resignation or discharge, will result in the forfeiture of any tuition reimbursement payments received less than one (1) year prior to separation.

## **Division 8. Expense Reimbursement Section**

### **Section 8.1 Travel Expense**

- A. LAFCo will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Executive Officer.
- B. When approved, the costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by LAFCo. Employees are expected to limit expenses to the most economically reasonable amounts possible, subject to the Internal Revenue Service guidelines.
- C. The Executive Officer may approve reimbursement for other types of business related expenses which are in the best interest of LAFCo.
- D. Employees who are involved in an accident while traveling on business must promptly report the incident to the Executive Officer or when appropriate, the Chair of the Commission.

- E. Abuse of the business travel expenses policy, including falsifying claims to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.
- F. LAFCo will adhere to the adopted Travel Policy of Solano County except the above items (A-E) will supersede any travel related policy of Solano County.

## **Section 8.2 Other Expense Reimbursement**

LAFCo will reimburse employees for reasonable work-related expenses upon the approval of the Executive Officer. Such expenses may include:

- A. Meal costs for work-related meetings that run into meal times.
- B. LAFCo expenses advanced by the employee to cover cost when obtaining a warrant in advance is not practical.
- C. Other expenses that the Executive Officer determines were reasonably work-related.

## **Division 9. Personnel Files**

### **Section 9.1 General**

The LAFCo maintains a personnel file on each employee. An employee's personnel file shall contain only material that is necessary and relevant to the administration of LAFCo's personnel program. Personnel files are the property of LAFCo, and access to the information they contain is restricted.

### **Section 9.2 Notifying LAFCo of Changes in Personal Information**

Each employee is responsible to promptly notify the LAFCo Clerk of any changes in relevant personal information, including (1) mailing address, (2) telephone number, (3) persons to contact in emergency, and (4) number and names of dependents.

### **Section 9.3 Location of Personnel Files**

Personnel files shall be kept in a locked file cabinet in the Executive Officer's office.

### **Section 9.4 Medical Information**

- A. SEPARATE CONFIDENTIAL FILES - All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with the Americans with Disabilities Act (42 U.S.C. section

12112(d)(3)(b)) and the California Confidentiality of Medical Information Act (Cal. Civil Code section 56 et seq.), and any other applicable state or federal law.

- B. INFORMATION IN MEDICAL FILES - The LAFCo will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable the LAFCo to obtain certain medical information, the employee or applicant may need to sign an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION.
- C. ACCESS TO MEDICAL INFORMATION - Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for LAFCo business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.
- D. The LAFCo will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION in the form attached to this rule. The LAFCo will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the LAFCo will communicate those limitations to the person or entity to which it discloses the medical information.

### **Section 9.5 References and Release of Information in Personnel Files**

- A. PUBLIC INFORMATION - Upon request, the LAFCo will release to the public information about its employees as required by the Public Records Act. The LAFCo will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy.
- B. REFERENCE CHECKS - All requests from outside the LAFCo for reference checks or verification of employment concerning any current or former employee must be referred to the Executive Officer. Information will be released only if the employee signs and AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Department heads and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by Executive Officer on a case-by-case basis.
- C. MEDICAL INFORMATION - Medical information will be released only in accordance with the rules set out in subsection 4 above.

**Section 9.6 Employee Access to Personnel File**

- A. INSPECTION OF FILE - An employee may inspect his or her own personnel file, as defined in California Labor Code section 1198.5, at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the Executive Officer to arrange an appointment. The review must be done in the presence of the Executive Officer.
  
- B. COPIES - On request, an employee is entitled to receive a copy of any employment-related document he or she has signed. An employee who wishes to receive such a copy should contact Executive Officer or his/her designee. On request, the LAFCo will also provide an employee single copies of any other documents in his or her personnel file. The LAFCo may charge a reasonable fee for the copies these copies.

## **Position Description for LAFCo Executive Officer**

### **DEFINITION:**

Under policy direction of the Local Agency Formation Commission of Solano County (LAFCo), organizes, coordinates, and directs all LAFCo functions and activities, provides leadership, policy guidance, strategic direction, and day-to-day management of LAFCo; fosters cooperative working relationships with the Commission, the County of Solano, cities and special districts, the public and other agencies; performs related work as assigned.

The LAFCo Executive Officer is an “at-will” employee appointed by the LAFCo Commission. The LAFCo Executive Officer reports directly to the Commission and performs all duties necessary for the proper and efficient management of LAFCo as determined by the Commission and State Law.

### **EXAMPLES OF DUTIES:**

The following is used as a partial description and is not restrictive to duties required. Plans, organizes and directs the activities of LAFCo; develops goals, policies and work programs for LAFCo subject to Commission review, directs implementation of policies and procedures; evaluates programs, procedures and systems for overall effectiveness.

Receives and analyzes applications and petitions for LAFCo action; determines legal acceptability for filings; checks and certifies petitions; conducts complex analysis and prepares written reports and recommendations; attends all LAFCo meetings.

Represents LAFCo in various negotiations with other governmental agencies, property owners and consultants regarding the authority and functions of LAFCo and the policies, procedures and funding of LAFCo.

Prepares and administers LAFCo’s annual budget, serves as the LAFCo fiscal officer.

Works closely with and advises the Commission, staff, the County of Solano, cities, special districts, the public and other agencies to implement LAFCo programs and to ensure compliance with laws and local policies.

Reviews and authorizes personnel actions; evaluates the work of subordinate personnel; reviews work plans and progress reports and confers with staff to define and solve problems. Responsible for the efficient and effective performance of all contractors.

Represents LAFCo before the media, other agencies, and the public.

Actively participates in LAFCo related organizations and professional associations.

**QUALIFICATION GUIDELINES:**

## Knowledge Of:

Local Agency Formation Commission law, practices and procedures; principles and practices of organization, management, governmental budgeting, administrative analysis and personnel administration; urban planning practices and techniques; federal, state and local laws guidelines relating to environmental protection.

## Skills and Abilities In:

Planning, organizing, coordinating and directing LAFCo programs and activities.

Analyzing functional, organization and financial characteristics of local governmental agencies, evaluating alternatives, and recommending effective courses of action relating to LAFCo functions.

Interpreting, explaining and applying LAFCo law and policies and related state and federal laws.

Appointing, motivating and evaluating staff and providing for their training and professional development.

Representing LAFCo effectively in contacts with the public, the County of Solano and cities and special districts in the County, and other public agencies.

Promoting cooperative relationships with LAFCo constituent agencies and their staff, other public agencies, public groups concerned with LAFCo functions and operations.

## Supplemental Information:

Works primarily in an office environment but regular travel is required within Solano County.

**RECRUITING STANDARDS:**

## Education/Experience:

Graduation from an accredited college with a bachelor's degree in public administration, urban planning or a closely related field and five years of related experience in a professional capacity managing public programs and budgets involving multiple constituencies, or any combination of training and/or experience that could likely provide the desired knowledge, skills and abilities.

**OTHER REQUIREMENTS:**

Necessary Special Requirements: Possession of or the ability to obtain a valid unrestricted California driver license.

## **Position Description for LAFCo Deputy Executive Officer**

### **DEFINITION:**

Under direction of the LAFCO Executive Officer, performs complex professional work in support of LAFCO's statutory activities and on a variety of projects involving: research, data collection and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Solano County; responsible for a variety of specialized studies involving data collection and analysis, report preparation and public contact; performs as Clerk to the Solano County Commission, and; responsible day-to-day office procedures.

### **DISTINGUISHING CHARACTERISTICS:**

The LAFCO Deputy Executive Officer is a single-position management classification and an "at-will" management employee who performs all duties necessary for the proper and efficient management of LAFCO as determined by State Law, Solano LAFCO, and the Executive Officer. In the absence of the Executive Officer, the Senior LAFCO Analyst acts as the acting Executive Officer.

Responsibilities include developing and implementing policies and procedures for assigned programs, budget administration and reporting, and program evaluation. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines. The incumbent possesses specialized knowledge, including urban and regional planning, land development and environmental regulations.

The LAFCO Deputy Executive Officer differs from the LAFCO Executive Officer as the LAFCO Executive Officer has overall responsibility for all functions and activities of the LAFCO program under policy direction from the Commission.

### **TYPICAL TASKS:**

- Serves as assistant to the LAFCO Executive Officer and acts in place of the LAFCO Executive Officer in his or her absence.
- Ensures compliance with the California Environmental Quality Act (CEQA), reviews proposals for adequacy of environmental review documents; reviews and prepares comments on initial studies, negative declarations, and EIRs prepared by other agencies; and conducts initial studies, prepares and supervises the preparation of negative declarations and other environmental documents where LAFCO is the Lead Agency.
- Conducts analysis on a variety of special projects involving research, data collection and other tasks related to the operation of Solano County LAFCO; performs a variety of responsible and specialized technical



services involving administrative, planning, financial, legislative, and data analysis.

- Manages and conducts special studies involving inter-jurisdictional or inter-agency coordination, most of which is of a complex, controversial and politically sensitive nature.
- Monitors and evaluates local agencies, their service capabilities and proposals for changes or organization or jurisdictional boundaries.
- Reviews and analyzes proposals filed with LAFCO, conducts field investigations, makes recommendations and prepares and presents staff reports to Commission or LAFCO Executive Officer in written or oral form.
- Researches, analyzes and interprets information and data necessary to meet State law requirements and Solano County LAFCO policies and objectives.
- Manages contracts and consultants related to special studies.
- Makes verbal presentations and manages public participation/outreach processes relating to pending LAFCO proposals, studies, policies, and procedures; Interprets and explains governmental regulations, policies and procedures to the public, governmental agencies, subordinate staff and consultants.
- Executes the terms and conditions of LAFCO documents in accordance with determinations of LAFCO.
- Assists with Administrative functions, including the development of LAFCO budget, fee schedules, surveys, policies, procedure manuals, accepting of applications and notifications of public hearing.
- Maintains, revises, and interprets the LAFCO policies, procedures and maps.
- Advises management on the impact of new and proposed state and local legislation that pertains to LAFCO.
- Acts as a liaison between the Commission, the public, other governmental agencies, and organizations.
- Assists the Executive Officer in implementing Commission directions, policies and procedures, and in developing, tracking and managing the annual work program.
- Participates in LAFCO related organizations and professional associations; Participates and represents LAFCO on various committees and organizations;
- Performs other related duties as required.

**EMPLOYMENT STANDARDS:**

Sufficient training, education and experience that demonstrate the ability to perform the above tasks and possession of the knowledge and abilities listed below.

Four or more years of progressively responsible professional experience performing public sector planning, policy and program analysis. LAFCO work experience or working in a professional capacity in city or county planning or public administration is highly desirable.

A Master's degree in Public Administration or City and Regional Planning may be substituted for two (2) years of the required experience. A Master's degree in a closely related field (i.e. Business Administration) may be substituted for one (1) year of the required experience.

Possession of a valid California Driver's License prior to appointment.

**Knowledge of:**

- Local Agency Formation Commission laws, practices and procedures.
- Statutory purposes of LAFCO and state and local regulations relating to LAFCO; Principles and practices of public administration, urban and regional land planning and effective supervision and training;
- Public administration and management principles, including budget preparation and control and effective supervision and training;
- Federal, State and local laws and regulations relating to the organization, financing and functions of cities and special districts;
- Research, analysis, and statistical methods applicable to management analysis; Communication techniques required for gathering, evaluating and informing;
- State, local laws, and guidelines relating to environmental protection; Map reading.
- Computer applications used in city and regional planning, including Geographical Information Systems Software.

**Ability to:**

- Reason logically and creatively and utilize a variety of analytical techniques to resolve complex and specialized problems.
- Communicate and present concise, logical oral and written reports; Understand, interpret and apply laws, policies and procedures;
- Plan, organize and conduct work assignments under minimum direction

or independently and meet deadlines;

- Collect, interpret and evaluate data of a complex and specialized nature; Write clear and concise reports;
- Manage and coordinate large projects and studies;
- Gain and maintain the confidence and cooperation of those contacted during the course of work, especially in sensitive relationships with representatives of departmental and other outside groups;
- Supervise, train and evaluate the work of subordinate staff and consultants;
- Define problem areas; develop and evaluate alternatives;
- Represent LAFCO and or act as LAFCO spokesperson.

**Desirable Work Style and Personal Traits:**

- Possess a high degree of integrity, be facilitative rather than confrontational in nature, work well with peers and supervisors as well as with difficult and sensitive organizational issues.
- Possess a commitment to very high ethical standards and quality public services;
- An active listener, supportive team builder; has strong interpersonal and communication skills, and demonstrates an energetic work style;
- Embraces challenges, is objective, open minded, accountable, and is comfortable working in a complex political environment;
- Able to establish and maintain cooperative and effective working relationships with a variety of representatives of public and private organizations, members of boards and commissions, legislative representatives, and the public;
- Able to interact well and comfortably with individuals of diverse backgrounds;
- Able to approach challenges with confidence, and maintain positive, productive and ethical interaction with peers, the public, the Commission and elected officials, and;
- Maintain professional appearance.

## **Position Description for LAFCo Senior Analyst**

### **DEFINITION:**

Under general direction of the LAFCO Executive Officer, performs complex professional work in support of LAFCO's statutory activities and on a variety of projects involving: research, data collection and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Solano County; responsible for a variety of specialized studies involving data collection and analysis, report preparation and public contact; performs as Clerk to the Solano County Commission, and; responsible day-to-day office procedures.

### **DISTINGUISHING CHARACTERISTICS:**

The LAFCO Senior Analyst is an "at-will" management employee who performs all duties necessary for the proper and efficient management of LAFCO as determined by State Law, Solano LAFCO, and the Executive Officer. In the absence of the Executive Officer, the Senior LAFCO Analyst may act as the acting Executive Officer.

The LAFCO Senior Analyst works independently, reports to the LAFCO Executive Officer and provides direct assistance and input on policy development and program management. The LAFCO Senior Analyst is distinguished from the LAFCO Executive Officer in that the LAFCO Analyst acts as program manager and project coordinator to implement various components of the LAFCO work program whereas the LAFCO Executive Officer is responsible for the entire program. The LAFCO Senior Analyst: may supervise support staff; oversees consultants, and; provides administrative assistance to the Executive Officer as required. The incumbent possesses specialized knowledge, including urban and regional planning, land development and environmental regulations.

The LAFCO Senior Analyst position is distinguished from the LAFCO Analyst position by the requirement of advanced professional experience of high complexity and variety. The Senior Analyst performs complex analyses, research, and policy development and will routinely make presentations to the Commission and at other public meetings. Staff at this level exercise greater independence and judgment and have considerable latitude for the use of initiative and independent judgment.

### **TYPICAL TASKS:**

- Conducts analysis relating to the California Environmental Quality Act (CEQA) and on a variety of special projects involving research, data collection and other tasks related to the operation of Solano County LAFCO; performs a variety of responsible and specialized technical services involving administrative, planning, financial, legislative, and data analysis;

- Manages and conducts special studies involving inter-jurisdictional or inter-agency coordination, most of which is of a complex, controversial and politically sensitive nature;
- Monitors and evaluates local agencies, their service capabilities and proposals for changes or organization or jurisdictional boundaries;
- Reviews and analyzes proposals filed with LAFCO, conducts field investigations, makes recommendations and prepares and presents staff reports to Commission or LAFCO Executive Officer in written or oral form;
- Researches, analyzes and interprets information and data necessary to meet State law requirements and Solano County LAFCO policies and objectives;
- Manages contracts and consultants related to special studies;
- Makes verbal presentations and manages public participation/outreach processes relating to pending LAFCO proposals, studies, policies, and procedures; Interprets and explains governmental regulations, policies and procedures to the public, governmental agencies, subordinate staff and consultants;
- Executes the terms and conditions of LAFCO documents in accordance with determinations of LAFCO;
- May act in the Executive Officer's absence on a short-term basis.
- Assists with Administrative functions, including the development of LAFCO budget, fee schedules, surveys, policies, procedure manuals, accepting of applications and notifications of public hearing;
- Maintains, revises, and interprets the LAFCO policies, procedures and maps;
- Advises management on the impact of new and proposed state and local legislation that pertains to LAFCO;
- Acts as a liaison between the Commission, the public, other governmental agencies, and organizations;
- Assists the Executive Officer in implementing the Commission's directions, policies and procedures, and in developing, tracking and managing the annual work program.
- Participates in LAFCO related organizations and professional associations; Participates and represents LAFCO on various committees and organizations as required;
- Performs other related duties as required.
- Oversees the daily administration of LAFCO affairs in accordance with LAFCO and County of Solano policies and MOUs, including A/C receivable and payable, payroll.

**EMPLOYMENT STANDARDS:**

Sufficient training, education and experience that demonstrate the ability to perform the above tasks and possession of the knowledge and abilities listed below.

Four or more years of progressively responsible professional experience performing public sector planning, policy and program analysis. LAFCO work experience or working in a professional capacity in city or county planning or public administration is highly desirable.

A Master's degree in Public Administration or City and Regional Planning may be substituted for two (2) years of the required experience. A Master's degree in a closely related field (i.e. Business Administration) may be substituted for one (1) year of the required experience.

Possession of a valid California Driver's License prior to appointment.

**Knowledge of:**

- Local Agency Formation Commission laws, practices and procedures;
- Statutory purposes of LAFCO and state and local regulations relating to LAFCO; Principles and practices of public administration, urban and regional land planning and effective supervision and training;
- Public administration and management principles, including budget preparation and control and effective supervision and training;
- Federal, State and local laws and regulations relating to the organization, financing and functions of cities and special districts;
- Research, analysis, and statistical methods applicable to management analysis; Communication techniques required for gathering, evaluating and transmitting information;
- State and local laws and guidelines relating to environmental protection; Map reading;
- Computer applications used in city and regional planning, including Geographical Information Systems Software.

**Ability to:**

- Reason logically and creatively and utilize a variety of analytical techniques to resolve complex and specialized problems;
- Communicate and present concise, logical oral and written reports; Understand, interpret and apply laws, policies and procedures;

- Plan, organize and conduct work assignments under minimum direction or independently and meet deadlines;
- Collect, interpret and evaluate data of a complex and specialized nature; Write clear and concise reports;
- Manage and coordinate large projects and studies;
- Gain and maintain the confidence and cooperation of those contacted during the course of work, especially in sensitive relationships with representatives of departmental and other outside groups;
- Supervise, train and evaluate the work of subordinate staff and consultants;
- Define problem areas; develop and evaluate alternatives;
- Represent LAFCO and or act as LAFCO spokesperson.

**Desirable Work Style and Personal Traits:**

- Possess a high degree of integrity, be facilitative rather than confrontational innature, work well with peers and supervisors as well as with difficult and sensitive organizational issues;
- Possess a commitment to very high ethical standards and quality public services;
- An active listener, supportive team builder; has strong interpersonal and communication skills, and demonstrates an energetic work style;
- Embraces challenges, is objective, open minded, accountable, and is comfortable working in a complex political environment;
- Able to establish and maintain cooperative and effective working relationships with a variety of representatives of public and private organizations, members of boards and commissions, legislative representatives, and the public;
- Able to interact well and comfortably with individuals of diverse backgrounds;
- Able to approach challenges with confidence, and maintain positive, productive and ethical interaction with peers, the public, the Commission and elected officials, and;
- Maintain professional appearance.

## **Position Description for LAFCo Analyst I/II**

### **DEFINITION:**

The LAFCO Analyst I/II works under the direction of the Executive Officer with additional oversight provided by senior staff. The incumbent is principally tasked with performing data collection and associated analysis in assisting Solano LAFCO prepare various studies on local government as required under State law. The LAFCO Analyst I/II also serves as the Clerk to the Solano LAFCO and is responsible for carrying out day-to-day office procedures. The incumbent may provide supervision over clerical or technical support staff and is expected to collaborate and coordinate tasks with others within and outside of Solano LAFCO in meeting the position's duties.

### **DISTINGUISHING CHARACTERISTICS:**

The LAFCO Analyst I/II is an "at-will" employee who performs a wide range of entry-level to intermediate duties that include performing data collection and assisting in associated analysis in the preparation of studies required of Solano LAFCO under State law that culminate in making recommendations to the Commission on potential governmental reorganizations, boundary changes, and other related matters. The incumbent may also serve as a resource to the staff, committees, boards or commissions of other local agencies in Solano County as needed. Other pertinent characteristics include: providing administrative assistance to the Executive Officer, maintaining the LAFCO website, responding to public inquiries, organizing agency records, and working with Geographic Information Systems (GIS) to produce maps. Training will be provided, and as experience is gained, assignments may gradually become more complex and varied. Incumbents are expected to exercise considerable initiative and judgment in performing regular ongoing duties of the position.

The LAFCO Analyst I is the entry level class and is flexibly staffed to the Analyst II class; an employee in this classification initially works under close supervision completing less complex projects that are narrower in scope or specific portions of larger projects, progressing to general supervision as the incumbent becomes able to independently perform the full range of duties associated with this classification.

### **TYPICAL TASKS:**

- Conduct basic to intermediate research, data collection, and related analysis in evaluating local agencies and their governmental services in the preparation of municipal service reviews and related regional planning studies.
- Assist in various phases of processing application proposals for boundary changes, outside service extensions, and reorganizations of local government agencies including project initiation and completion, tracking and maintaining legal and policy deadlines, etc.
- Utilize a variety of computer software programs to prepare: charts, tables, spreadsheets, maps, diagrams, graphs, and reports.
- Respond to public inquiries while exercising independent judgement in providing information and/or referring questions to other staff.



- Consult with staff and representatives of other governmental agencies on programs, projects, or specialized assigned activities.
- Assist in the preparation of agendas and associated staff reports and organize and prepare Commission packet for distribution.
- Support for all Commission meetings including the posting of legal notices, agendas, and meeting materials; staff support during Commission meetings; preparing minutes and final meeting records; and tracking and maintaining legal or policy deadlines.
- Assist in making presentations before the Commission, other local agencies, and community groups.
- Support for Commission actions including reviewing resolutions and related documents for accuracy; and the distribution, recording, and filing of Commission actions.
- Maintain the LAFCO website.
- Administer the Fair Political Practices Commission (FPPC) regulations and disclosure documents and serve as LAFCO's filing officer.
- Maintain adequate office supplies inventories including submitting orders, providing price comparison, conducting product research, and providing recommendations when necessary.
- Provide administrative support such as processing time sheets, payroll/personnel transactions, claims and purchase order/requisitions; receiving monies; assisting in budget request preparation by researching and compiling information; establishing and documenting clerical operation and work methods procedures.
- Manage records and data files, including administrative records, project files, archive files, inventory and directories of local agencies, etc.

### **EMPLOYMENT STANDARDS:**

To qualify for this position, an individual must possess a combination of education and experience that would likely produce the required knowledge, skills, and abilities as detailed in this position description:

#### **Education/Experience:**

Bachelor's Degree from an accredited college or university with major course work in public or business administration, government, finance, economics, land use planning, public policy, urban studies, political science, graphic information system, or closely related field.

Analyst I - Experience: No direct experience is required, but experience in local government or land use planning is desirable.

Analyst II – Experience: One year of experience performing analysis work involving research and data collection, including the preparation of recommendations and reports, or one year of experience as a LAFCO Analyst I. Experience with geographic information systems is highly desirable, but not necessary.

**Knowledge of:**

- Advanced knowledge of Microsoft Word and Excel, and knowledge of other standard computer applications and software such as PowerPoint, Adobe, etc.
- Laws, regulations, and policies applicable to local government.
- Legislative and judicial analysis resources.
- Analytical techniques and practices to include administrative and statistical analysis, statistical report preparation, and graphic presentation of analysis.
- Basic city and county planning principles and practices.
- Budget preparation principles, practices, and techniques.
- Principles and practices of accounting, cost analysis, and fiscal management.
- Oral communication techniques to include presentations to groups of various sizes in a positive manner.
- Composition, spelling, grammar, vocabulary, and punctuation for both written and oral communications.
- Formats and appropriate terminology for written communications such as business correspondence, policies, procedures, and narrative reports.
- Basic mathematics for developing, preparing, and completing numerical, budgetary, and/or statistical reports.
- Best practices in office management, including filing and records retention.
- Skills in organizing work, setting priorities, meeting deadlines, and following assignments with minimum direction.

**Ability to:**

- Prepare and interpret a wide variety of maps, graphic illustrations, and land use data.
- Understand program objectives in relation to LAFCO's goals and procedures.
- Collect, compile, and analyze qualitative information.
- Research laws, regulations, procedures, and/or technical reference materials; analyze, evaluate, and interpret the data gathered; draw logical conclusions; develop reasonable and deliverable options; make appropriate recommendations; and implement the resultant change effectively.
- Understand, interpret, and apply applicable laws, regulations and policies, and use good judgement in their application.
- Prepare and present concise written reports and make verbal presentations.
- Prepare and monitor contracts according to Commission directives.
- Manage a variety of simultaneous work projects and carry them through successful completion.
- Prepare a variety of written communications to include reports, policies, procedures, and comprehensive narrative and statistical reports.

- Communicate information and ideas clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.
- Represent LAFCO in meeting with representatives from various public/non-public agencies and with the public.
- Maintain accurate records and document actions taken.
- Maintain confidentiality of records and information in compliance with laws and regulations.

**Desirable Work Style and Personal Traits:**

- Possess a high degree of integrity, works well with peers and supervisors as well as difficult and sensitive organization issues;
- Possess a commitment to very high ethical standards and quality public services;
- An active listener, supportive team member, and demonstrates an energetic work style;
- Embraces challenges, is objective, open minded, accountable, and is comfortable working in a complex political environment;
- Able to interact well and comfortably with individuals of diverse backgrounds;
- Able to approach challenges with confidence, and maintain positive, productive, and ethical interaction with peers, the public, the Commission and elected officials, and;
- Maintain a professional appearance.

**Special Requirements:**

- Possession of a valid California Driver's License prior to appointment.
- Required to work some extended hours to attend meetings or assist with presentations.

## **Position Description for LAFCo Office Administrator / Clerk**

### **DEFINITION:**

The LAFCO Officer Administrator/Clerk works under the direction of the Executive Officer, performs a wide range of administrative services in support of Solano Local Agency Formation Commission staff, and other related work as required. This person must have good knowledge of proper grammar, spelling, and punctuation and be an effective communicator both orally and in writing. This person should be able to independently learn and follow directions

### **GENERAL RESPONSIBILITIES:**

#### **Office Tasks**

- Maintains office services by organizing office operations and procedures, preparing payroll, controlling correspondence, designing and maintaining filing systems, reviewing and approving supply requisitions, and assigning and monitoring clerical functions.
- Assist Executive Officer in all administrative functions of the Commission, conducting research and analysis in support of, project processing, Municipal Services Reviews, Sphere of Influence reviews and special projects. Sort and distribute incoming mail and prepare outgoing mail (envelopes, packages, etc.)
- Undertake basic bookkeeping tasks, track project deposits, process vendor claims and purchasing card statements.
- Perform other office duties as assigned

#### **Clerk Tasks**

- Support for all Commission meetings including legal notice, agenda, meeting materials, staff support to Commissioners, preparing minutes and final meeting records in conjunction with Executive Officer.
- Project processing from initiation to completion. Follow up with applicants and complete final filing on Commission approved proposals.
- Maintain all Commissioner files. (Ethics training, Statement of Economic Interest ect...)
- Support for Commission actions including preparation of resolutions and related documents.
- Coordinate with Accountant to prepare and submit accounts payable, accounts receivable and payroll for LAFCo staff.

### **EMPLOYMENT STANDARDS:**

To qualify for this position, an individual must possess a combination of education and experience that would likely produce the required knowledge, skills, and abilities as detailed in this position description:

**Education/Experience:**

Bachelor's Degree from an accredited college or university with major course work in public or business administration, government, finance, economics, land use planning, public policy, urban studies, political science, graphic information system, or closely related field.

**Knowledge of:**

Must have strong analytical, communication and interpersonal skills. Five years of office experience preferred.

Must demonstrate expertise in:

- Computers and software programs typically used for data collection, retrieval and analysis, including but not limited to Word, Excel, PowerPoint, and Quick Books.
- Principles and practices relating to budget programs.
- Laws, regulations, and policies applicable to local government and meetings.

**Appendix A – Salary Schedule**

Classifications represented under this Personnel and Salary Resolution are:

- LAFCo Executive Officer
- LAFCo Deputy Executive Officer
- LAFCo Sr. Analyst
- LAFCo Analyst II
- LAFCo Analyst I
- LAFCo Office Administrator / Clerk

1. The present monthly base pay rate for represented classification is:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
LAFCo Office Administrator / Clerk	\$4,401.47 <u>\$4,621.54</u>	\$4,621.54 <u>\$4,852.62</u>	\$4,852.62 <u>\$5,095.25</u>	\$5,095.25 <u>\$5,350.01</u>	\$5,350.01 <u>\$5,617.51</u>
LAFCo Analyst I	\$5,352.88 <u>\$5,620.52</u>	\$5,620.52 <u>\$5,901.55</u>	\$5,901.55 <u>\$6,196.63</u>	\$6,196.63 <u>\$6,555.49</u>	\$6,555.49 <u>\$6,883.26</u>
LAFCo Analyst II	\$6,243.33 <u>\$6,555.49</u>	\$6,555.49 <u>\$6,883.27</u>	\$6,883.27 <u>\$7,227.43</u>	\$7,227.43 <u>\$7,588.81</u>	\$7,588.81 <u>\$7,968.25</u>
LAFCo Sr. Analyst	\$7,215.87 <u>\$7,576.66</u>	\$7,576.66 <u>\$7,955.49</u>	\$7,955.49 <u>\$8,353.27</u>	\$8,353.27 <u>\$8,770.93</u>	\$8,770.93 <u>\$9,209.48</u>
LAFCo Deputy Executive Officer	\$9,209.17 <u>\$9,669.63</u>	\$9,669.63 <u>\$10,153.11</u>	\$10,153.11 <u>\$10,660.76</u>	\$10,660.76 <u>\$11,193.92</u>	\$11,193.92 <u>\$11,753.62</u>
LAFCo Executive Officer					\$12,083.33 <u>\$15,000.00</u>



## **Appendix B – List of Positions Exempt from Overtime Requirements**

1. Executive Officer
2. LAFCo Deputy Executive Officer
3. LAFCo Senior Analyst
4. LAFCo Analyst I/II
5. LAFCo Officer Administrator / Clerk



### Employee Acknowledgement Form

I have received and read a copy of the Solano County LAFCo ("LAFCo") employee policy manual and understand all the policies, guidelines and procedures stated within. The guideline manual describes important information about LAFCo, and I understand that I should consult the LAFCo Executive Officer regarding any questions I might have. I have entered into my employment relationship with LAFCo voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or LAFCo can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law. Furthermore, I acknowledge that this manual is not a contract of employment.

Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions to the manual may occur, except to LAFCo's policy of employment-at-will. I understand that LAFCo reserves the right to modify, supplement or rescind any or all of its policies whenever it deems necessary or useful to do so, at any time with or without notice.

\_\_\_\_\_  
EMPLOYEE'S NAME (printed)

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
Date

EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER  
Amendment No 2023-01

This Amendment No. 2023-01 to the EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER is made and entered into as of August 12, 2023 by and between the Solano Local Agency Formation Commission, hereinafter referred to as EMPLOYER and Richard J. Seithel, hereinafter referred to as EMPLOYEE and is hereby amended to make the following change, effective July 1, 2023:

1. Section 5.01 Annual Salary is hereby amended to reads as follows:

“Section 5.01 Annual Salary: As compensation for the services to be rendered by EMPLOYEE here under, EMPLOYER shall pay EMPLOYEE \$180,000 per year. Future merit increases will be considered annually as part of the performance review described above.”

2. Except as amended above, all terms of the Employment Contract and Amendment No 2022-01 remain in full force and effect.

3. This Amendment No 2023-01 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, this Amendment No 2023-01 to Agreement was executed by the parties hereto as of the date first above written.

For LAFCO:

EMPLOYEE

By: \_\_\_\_\_  
Nancy Shopay  
Chair, Solano LAFCO

By: \_\_\_\_\_  
Richard J. Seithel

Approved as to Form:

By: \_\_\_\_\_  
Mala Subramanian  
Counsel, Solano LAFCO

EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER  
Amendment No 2022-01

The EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER executed February 14, 2022 is hereby amended to make the following change:

1. Section 5.01 Annual Salary is hereby amended to reads as follows:


As compensation for the services to be rendered by EMPLOYEE here under, EMPLOYER shall pay EMPLOYEE \$153,500 per year. Future merit increases will be considered annually as part of the performance review described above.

2. Except as amended above, all terms of the Employment Contract remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to Agreement was executed by the parties hereto as of the date first above written.

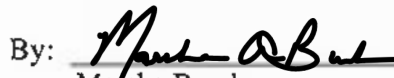
For LAFCo:

EMPLOYEE

By:   
John Vasquez  
Chair, Solano LAFCo

By:   
Richard J. Seithel

Approved as to Form:

By:   
Marsha Burch  
Counsel, Solano LAFCo

## **EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER**

The Solano Local Agency Formation Commission, hereinafter referred to as "EMPLOYER" agrees to employ Richard J. Seithel, hereinafter referred to as EMPLOYEE, as the Executive Officer of Solano LAFCO on the following terms and conditions:

### **ARTICLE 1. EMPLOYMENT SUBJECT TO SOLANO LAFCO PERSONNEL POLICIES**

Section 1.01 EMPLOYEE's employment shall be subject to the provisions of the Solano LAFCO Personnel and Salary Resolution, except to the extent otherwise expressly provided in this agreement. The Solano LAFCO Personnel and Salary Resolution shall hereinafter be referred to simply as "LAFCO Personnel Policies".

Section 1.02 EMPLOYEE has been provided with a copy of the LAFCO Personnel Policies prior to execution of this agreement and acknowledges by his signature on this agreement that he has read and understands those policies and agrees to abide by them.

### **ARTICLE 2. EMPLOYMENT AT WILL**

Section 2.01 EMPLOYER hereby employs EMPLOYEE as a full-time, at-will employee to serve until employee separates from service or his employment is otherwise ended hereunder.

Section 2.02 EMPLOYEE UNDERSTANDS AND ACKNOWLEDGES THAT HE IS AN AT-WILL EMPLOYEE SERVING AT THE WILL AND PLEASURE OF THE LAFCO COMMISSION. HE MAY BE TERMINATED, DISCIPLINED OR DISCHARGED AT ANY TIME DURING THE TERM HEREOF BY THE LAFCO COMMISSION, WITH OR WITHOUT CAUSE, AND WITHOUT RIGHTS OF APPEAL. EMPLOYEE FURTHER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT HE HAS NO PROPERTY INTEREST IN HIS EMPLOYMENT AND IS THEREFORE NOT ENTITLED TO PRE-DISCIPLINARY, OR PRE-REMOVAL DUE PROCESS.

### **ARTICLE 3. DUTIES AND OBLIGATIONS OF EMPLOYEE**

#### **General Duties**

EMPLOYEE shall serve as the LAFCO Executive Officer. In the capacity as Executive Officer, EMPLOYEE shall do and perform all services, acts or things necessary or advisable to manage and conduct the day-to-day-business of LAFCO as specified under the Cortese-Knox Hertzberg Act, subject at all times to the Solano LAFCO administrative policies and the direction of the Commission. The EMPLOYEE's job description is attached as part of the Solano LAFCO Personnel and Salary Resolution, Exhibit A.

#### **Devotion of Entire Time to Employer's Business**

Section 3.01

**EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER**

Richard J. Seithel

- (a) EMPLOYEE shall devote his productive time, ability and attention to the business of LAFCO during normal working hours during the term of the agreement except as otherwise allowed under the LAFCO Personnel Policies or agreed by amendment of this agreement.
- (b) Furthermore, during the term of this agreement, EMPLOYEE shall not, whether directly or indirectly, render any services of a commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that would either conflict with or subjugate the responsibilities of the EMPLOYEE to Solano LAFCO. However, the expenditure of reasonable amounts of time for education, charitable, or professional activities shall not be deemed a breach of this agreement if those activities do not materially interfere with the services required under this agreement.
- (c) This agreement shall not be interpreted to prohibit EMPLOYEE from making personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this agreement.

**Conflict of Interest**

Section 3.02 The parties to this Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. EMPLOYEE hereby covenants that he presently has no interest not disclosed to LAFCO and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of his services or confidentiality obligation hereunder, except as such as LAFCO may consent to in writing prior to the acquisition by EMPLOYEE of such conflict.

**ARTICLE 4. OBLIGATIONS OF EMPLOYER**

**General Description**

Section 4.01 EMPLOYER shall provide EMPLOYEE with the compensation, incentives, benefits, and expense reimbursement specified elsewhere in this agreement.

**Office and Staff**

Section 4.02 EMPLOYER shall provide EMPLOYEE with reasonable offices and staffing, equipment and supplies adequate for the performance of his duties consistent with the available funding as determined by the Commission.

**Indemnification of Losses of Employee**

**EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER**

Richard J. Seithel

Section 4.03 EMPLOYER shall indemnify, defend and hold EMPLOYEE harmless for all claims, liability or losses sustained by EMPLOYEE as a consequence of the discharge of his duties on EMPLOYER'S behalf, to the extent permitted by law.

**Performance Evaluation**

Section 4.04 EMPLOYEE shall receive performance evaluations conducted by EMPLOYER at the discretion of EMPLOYER, with a goal of completing a performance evaluation within the first 6 months of employment and thereafter at least every year in accordance with the Personnel Policies. It shall be the responsibility of EMPLOYEE to timely schedule the performance evaluations on the Commission Agenda.

**Managerial Authority**

Section 3.05. EMPLOYEE, as Executive Officer, shall be responsible for the day-to-day operation of LAFCO and has the right to exercise his managerial discretion, subject to the applicable federal and state laws, Solano LAFCO policies and the general direction of the Commission as provided herein.

**ARTICLE 5. COMPENSATION AND BENEFITS OF EMPLOYEE**

Section 5.01 Annual Salary: As compensation for the services to be rendered by EMPLOYEE hereunder, EMPLOYER shall pay EMPLOYEE \$135,000 per year. Future merit increases will be considered annually as part of the performance review described above

## Section 5.02 Employee Benefits

EMPLOYEE shall have such benefits as set forth in the LAFCO Personnel Policies and such additional or different benefits as provided in this article.

## Section 5.03 Additional Benefits

- (a) **Car and Phone Allowance:** EMPLOYEE agrees to provide a personal cell phone and vehicle for use in the conduct of LAFCO business. EMPLOYER shall pay to EMPLOYEE a \$200.00 per month vehicle allowance and a \$50.00 per month cellular phone allowance. These allowances constitute full compensation for use of EMPLOYEEs personal vehicle and cell phone. Car and phone allowances commence from first day of the month following the date of approval and execution of this agreement.
- (b) **Vacation Benefits.** EMPLOYEE shall be entitled to accrue vacation time at the rate established in Section 4.2 C. of the LAFCO Personnel Policies.
- (c) **Annual Vacation "Buy Back":** In addition to provisions in the personnel and salary

**EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER  
Richard J. Seithel**

resolution, employee may choose to receive pay at the hourly rate for vacation hours in lieu of taking time off for those hours accrued but not taken, in any calendar year, up to 1/3 of the hours of the annual vacation accrual.

- (d) Participation in Professional Associations. Participation at EMPLOYER'S expense in professional associations for the benefit of EMPLOYER is authorized and encouraged, subject to budget appropriations.
- (e) Retirement Plan Coordination. The parties understand that EMPLOYER's PERS Retirement Plan will allow EMPLOYEE to transfer his prior retirement plan service years and benefits from his prior employer, Contra Costa County, into EMPLOYER's PERS plan under the provisions for reciprocity. EMPLOYER agrees to work with EMPLOYEE to implement such a transfer if EMPLOYEE so elects.

**ARTICLE 6. TERMINATION OF EMPLOYMENT**

**Section 6.01 Immediate Termination for Cause**

- (a) EMPLOYER reserves the right to immediately terminate this agreement "for cause" if EMPLOYEE (1) willfully breaches this agreement or habitually neglects the duties which he is required to perform under the terms of this agreement, (2) is convicted of a felony, or misdemeanor involving moral turpitude, or (3) commits acts of dishonesty, fraud, misrepresentation, or other misconduct that would prevent or significantly interfere with his ability to effectively perform his duties consistent with LAFCO Policies and Procedures and the Cortese Knox Hertzberg Act.
- (b) EMPLOYER may terminate this agreement for the reasons stated in this section by giving written notice of termination to EMPLOYEE. Such action is without prejudice to any other remedy to which EMPLOYER may be entitled either at law, in equity, or under this agreement.
- (c) EMPLOYER may only terminate EMPLOYEE for cause upon a vote of a majority of the Commission.
- (d) The notice of termination required by this section shall specify the ground(s) for the termination and shall be supported by a statement of relevant facts.
- (e) Said termination shall be effective immediately after compliance with the provisions of Section 6.05 below.
- (f) If EMPLOYEE is terminated "for cause", EMPLOYEE shall not be entitled to the extended notice and continued salary and benefits provided in Section 6.03.

**Section 6.02 Termination Upon Death or Disability**

**EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER**

Richard J. Seithel

- (a) This agreement shall be immediately terminated upon the death of the EMPLOYEE.
- (b) EMPLOYER may terminate the agreement upon the physical or mental disability of EMPLOYEE that prevents EMPLOYEE from performing essential functions of his position and where no reasonable accommodation is possible. Such termination shall be in accordance with the then applicable law but where not so specified, in accordance with the following procedure:
  - (i) Termination may only occur after a minimum of three months of such disability and only when it reasonably appears that such disability would prevent EMPLOYEE from resuming his duties and performing essential job functions within the next 6 months or more.
  - (ii) Such termination shall be effected by giving thirty (30) days written notice of termination to EMPLOYEE.
  - (iii) Prior to such termination, EMPLOYER shall meet and confer with EMPLOYEE or a representative of EMPLOYEE as provided in Section 6.05 below.

**Section 6.03 Termination By EMPLOYER Without Cause**

- (a) EMPLOYEE is aware of and agrees to the provisions of California Labor Code Section 2922 which provides:

*An employment having no specified term, may be terminated at the will of either party on notice to the other. Employment for a specified term means employment for a period greater than one month.*

- (b) EMPLOYER may unilaterally elect to terminate EMPLOYEE'S employment without cause only upon a vote of a majority of the Commission.
- (c) EMPLOYER shall provide written notice of termination.
- (d) In the event of termination by EMPLOYER without cause, EMPLOYER shall pay severance in an amount equal to of 90 days salary.
- (e) Remaining salary and accrued benefits shall be paid to EMPLOYEE up to the effective date of terminations.

**Termination by Employee**

**Section 6.04** EMPLOYEE may terminate his obligations under this agreement by giving EMPLOYER at least ninety (90) days notice in advance, unless EMPLOYER agrees to accept less notice.



**EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER  
Richard J. Seithel**

**Meet and Confer Requirements**

Section 6.05 Prior to giving formal notice of termination, whether for cause, or without cause, the EMPLOYER and EMPLOYEE shall informally meet and confer in good faith with regard to the proposed action. EMPLOYER shall disclose the grounds being considered for termination and allow EMPLOYEE a reasonable opportunity to be heard on the issue. The EMPLOYER shall consider any response by EMPLOYEE prior to making its final decision. However, the provisions of this section are not intended to create any vested right in employment or right to due process beyond the informal process set forth above.

**Effect on Compensation**

Section 6.06 In the event that this agreement is terminated, EMPLOYEE shall be entitled to the compensation and all benefits earned or accrued by and vested to the date of termination as provided for in this agreement, computed pro rata up to and including that date. EMPLOYEE shall be entitled to no further compensation as of the date of termination.

**ARTICLE 7. GENERAL PROVISIONS**

**Notices**

Any notices to be given by any party to the other shall be in writing and may be transmitted either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Commission Chair and to the Clerk to the Commission at the LAFCO offices, and to the EMPLOYEE at the address shown below. Each party may change the address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of five (5) business days after date of mailing.

**Representation**

Section 7.01 The parties understand that Legal Counsel is representing EMPLOYER only in this transaction and that EMPLOYEE has been advised to seek his own attorney to review the agreement prior to execution. EMPLOYEE understands and acknowledges that neither Browne nor EMPLOYER have advised him concerning the legality, tax consequences, economic consequences, or other ramifications of executing this document.

**Attorney's Fees**

**EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER**

Richard J. Seithel

Section 7.02 If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

**Mediation\Arbitration**

Any dispute with regard to the interpretation or performance of this agreement shall be mediated or arbitrated in accordance with the provisions of Exhibit B.

**Entire Agreement**

Section 7.03 This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of EMPLOYEE by EMPLOYER, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise no contained in this agreement, shall be valid or binding.

**Modifications**

Section 7.04 Any modification of this agreement will be effective only if it is in writing signed by both parties.

**Effect of Waiver**

Section 7.05 The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power for all or any other times.

**Partial Invalidity**

Section 7.06 If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without impaired or invalidated in any way.

**Law Governing Agreement**

Section 7.07 This agreement shall be governed by and construed in accordance with the laws of the State of California.

**EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER**  
**Richard J. Seithel**

**Personnel Policies Superseded by Agreement Terms**

Section 7.08 The provisions of this agreement shall control and supersede the provisions of the Solano LAFCO Personnel Policies in the event there is now, or is in the future, any inconsistency between this agreement and the Solano LAFCO Personnel Policies as extant or as may be amended hereafter.

**Sums Due Deceased Employee**

Section 7.09 If EMPLOYEE dies prior to the expiration of the term of his employment, any sums that may due to him from EMPLOYER under this agreement as of the date of death shall be paid to the EMPLOYEE'S executors, administrators, heirs, personal representatives, successors, and assigns.

**Third Party Beneficiaries:**

Section 7.10 Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

**Severability**

Section 7.11 If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

**Entirety of Contract**

Section 7.12 : This Agreement, including documents expressly incorporated by reference wither or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

**EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER  
Richard J. Seithel**

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

For LAFCO:

EMPLOYEE

By: Nancy Shopay  
Nancy Shopay  
Chair, Solano LAFCO

By: Richard J. Seithel  
Richard J. Seithel

Approved as to Form:

By: \_\_\_\_\_  
P. Scott Browne  
Counsel, Solano LAFCO

**EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER  
Richard J. Seithel**

**Exhibit A**

*(Attach copy of Solano LAFCO Personnel and Salary Resolution)*

EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER  
Richard J. Seithel

EXHIBIT B

MEDIATION/ARBITRATION OF DISPUTES

- (a) Any controversy between the parties involving the construction, application or performance of any of the terms, provisions, or conditions of this agreement shall, on the written request of either party served on the other, be submitted to mediation before a mediator acceptable to all parties. The mediation shall occur within 45 days of the initial request, unless extended by agreement of the parties. Should any party commence arbitration or court action based on a dispute or claim to which this Section applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action or arbitration.
- (b) If the mediation is unsuccessful, either party may, within 5 days thereafter, serve a written request on the other demanding that the matter be submitted to binding arbitration.
- (c) Exceptions to Mediation/Arbitration. Neither mediation, nor arbitration is required under the following limited circumstances:
  - (i) If the matter is justiciable in small claims court, than the dispute shall be resolved through that court.
  - (ii) If the controversy to be arbitrated also involves third parties who are not willing to submit the matter to arbitration, and multiple proceedings would result from enforcement of this arbitration clause, then the dispute shall be resolved through the courts without referral to arbitration.
  - (iii) If it is alleged that irreparable harm would occur prior to the completion of the arbitration, a party may immediately apply for injunctive relief to prevent the irreparable harm, but the matter shall be stayed and submitted to mediation/arbitration after the Court has acted on the issue of injunctive relief.
- (d) Except as provided herein, Arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Section 1280 et.seq. of the California Code of Civil Procedure.
- (e) Upon receipt of a notice of intent to arbitrate, the parties shall mutually agree on an arbitrator within 15 days. If they are unable to agree on a single arbitrator, each party shall appoint another individual as a selection arbitrator and the two selection arbitrators shall select a third impartial arbitrator to decide the matter within 30 days of notice of arbitration. If for any reason this process fails to result in the selection of an impartial arbitrator in a timely manner, either party may petition the Court for appointment of an arbitrator pursuant to CCP 1281.6.

**EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER  
Richard J. Seithel**

- (f) The decision of the Arbitrator, after close of the hearing, shall be final and conclusive upon the parties.
- (g) The parties agree to do all acts necessary to expedite the arbitration proceedings such that the matter can be arbitrated within 90 days of service of the notice of intent to arbitrate.
- (h) Upon a showing of good cause and the approval of the arbitrator, either party may obtain discovery necessary for the proof of their case. Provided that the arbitrator shall supervise the discovery process to insure that it is carried out in an expeditious manner and that it is not permitted to be unduly burdensome or delay the hearing. The arbitrator may establish shortened time requirements for completion of any discovery and impose appropriate sanctions for non-compliance.
- (i) Up to the time of award, the cost of arbitration shall be split by the parties. In the event a party fails to pay their share in a timely fashion, the Arbitrator shall treat the omission as a default and enter judgment in favor of the other party. The Arbitrator may award the prevailing party reimbursement for any fees and expenses incurred, including arbitration costs paid, or allocate the attorneys fees and expenses between the parties in such proportions as the Arbitrator decides is just and reasonable.
- (j) The Arbitrator shall make his or her decision in writing. In making his or her decision, the arbitrator shall follow California Law and shall have authority to impose any appropriate remedy permitted under California Law. Either party may seek clarification or reconsideration of the award within 10 days of issuance.
- (k) Mediation and Arbitration Confidentiality. All proceedings and all documents prepared in connection with any Arbitrable Claim shall be confidential and, unless otherwise required by law, the subject matter thereof shall not be disclosed to any person other than the parties to the proceedings, their counsel, witnesses and experts, the mediator, the arbitrator, and, if involved, the court and court staff. All documents filed with the arbitrator or with a court shall be filed under seal. The parties shall stipulate to all arbitration and court orders necessary to effectuate fully the provisions of this Section concerning confidentiality.

**NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.**

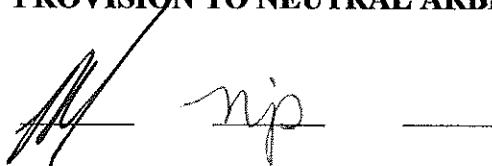
**BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE**

EMPLOYMENT CONTRACT FOR SOLANO LAFCO EXECUTIVE OFFICER  
Richard J. Seithel


**SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.**

Initial:

Handwritten initials 'RS' and 'rip' are written on horizontal lines. The 'RS' initials are written in a stylized, bold font, and the 'rip' initials are written in a cursive font.





**Solano Local Agency Formation Commission**

675 Texas St. Ste. 6700 • Fairfield, California 94533  
 (707) 439-3897 • FAX: (707) 438-1788

**Staff Report**

DATE: August 14, 2023

TO: Local Agency Formation Commission

FROM: Rich Seithel, Executive Officer

SUBJECT: **LAFCO PROJECT 2023-11: AMEND THE PERSONNEL AND SALARY RESOLUTION BY APPROVING THE NEW LAFCO PROJECT SPECIALIST JOB CLASSIFICATION AND RELATED CHANGES TO SECTION 4.11 ADMINISTRATIVE LEAVE, POSITION DESCRIPTIONS, AND APPENDIX A AND B; and APPROPRIATE FUNDS TO FILL THE POSITION**

**Recommendation:**

RECEIVE the proposed LAFCO Project Specialist classification and salary (Attachment A), and revised Solano LAFCO Personnel and Salary Resolution (Attachment B),

APPROVE the LAFCO Resolution updating LAFCO Personnel and Salary Resolution sections related to the LAFCO Project Specialist classification, specifically sections:

- Division 4.11 Administrative Leave
- Position Descriptions
- Appendix A and Appendix B

APPROVE or Approve with modifications FY 2023/24 Adjusted Final Budget of \$1,223,316 via the adoption of the attached LAFCO Resolution.

APPROVE and DIRECT staff to process a FY 2023/24 Budget Adjustment as approved.

DIRECT staff to commence recruitment for the LAFCO Project Specialist position.

**Executive Summary:**

During the June 12, 2023, FY 2023/24 Final Budget public hearing, the Commission directed staff to review the fund balance in consideration of funding a new position with a primary focus on in-house service reviews and sphere of influence updates. This decision was a result of the Commission recognizing that securing top-level consultants has become difficult, costly, and time-consuming. The Commission also expressed confidence in staff and the quality of work being produced. Having an in-house person will enhance that level and, in addition, help address delays in preparing service reviews and SOI updates. The result of this discussion was the direction to develop a job description and salary range for an additional employee.

**Commissioners**

Nancy Shopay, Chair • Ron Kott, Vice-Chair • John Vasquez • Mitch Mashburn • Steve Bird

**Alternate Commissioners**

Robert Guerrero • Alma Hernandez • Wanda Williams

**Staff**

Rich Seithel, Executive Officer • Christina Love, Deputy Executive Officer • Aaron Norman, Analyst II • Tova Guevara, Office Administrator/Clerk • Mala Subramanian, Lead Legal Counsel

Agenda Item 8.B - LAFCO Project Specialist Job Classification

Given the Commission’s direction and after researching positions that carry similar responsibility levels and experience requirements, staff developed the LAFCO Project Specialist position. This position will provide a team member that will greatly aid our service review production rate, help the financially challenged cities update their municipal service reviews, and complement the existing LAFCO team. Following is a more robust discussion and details on the new position, funding, and required Personnel and Salary Resolution amendments.

**Discussion:**

New Position – LAFCO Project Specialist

*Description*

During the June discussion about the final budget and workplan for FY 2023-24, the Commission acknowledged the heavy workload and numerous high-priority tasks (Attachment A – FY 23/24 Workplan). Particularly, LAFCO’s legislative responsibility of maintaining and updating service reviews and spheres of influence for jurisdiction, and how many jurisdictions have unreliable/old service reviews. Commission acknowledged and appreciated the depth of review and analysis done on recent service reviews, but understands that the ability, cost, and management of continuously hiring outside consultants may be inefficient in the long term.

As a result, Commission directed staff to research job descriptions and funding availability for hiring a new employee with a focus on in-house service reviews and sphere updates. Having an in-house employee will better support Solano LAFCO’s expectations of high-quality service reviews, and likely expedite the process because staff will not have to facilitate and manage an outside consultant.



Staff constructed the attached proposed job classification for LAFCO Project Specialist (Attachment B). This action helps to complete the FY 2023-24 Workplan Task 1 (MSR and SOI updates) and Task 5 (Reorganizations) by LAFCO initiating and completing updates in-house.

This action also updates the Solano LAFCO Personnel and Salary Resolution by incorporating the new Project Specialist classification. This position qualifies for exemption under the applicable Fair Labor Standards Act (FLSA).

*Proposed Salary*

The new position requires a high level of education and experience. In order to fill the position with an

eligible person that can meet the needs of LAFCO, the salary and benefits must be

Agenda Item 8.B - LAFCO Project Specialist Job Classification

competitive with the existing market for like positions. Staff searched “project specialist management position” salaries to weigh considerations, as well as comparing similar positions to existing Solano County positions and salaries<sup>1</sup>.

As a result, staff proposes the following pay scale:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
LAFCo Project Specialist	\$10,103.41	\$10,608.58	\$11,138.58	\$11,695.51	\$12,280.28

*Funding of new Expenses*

As of July 2023, and as noted in the final budget hearing, Solano LAFCO’s Fund Balance Available is approximately \$500,000; excluding the mandatory Reserve and the approved appropriation for the Final Budget for FY 2023/24.

The position can be filled as early as October 2023 so that the approved FY 2023/24 Workplan tasks related to Municipal Service Reviews and Sphere of Influence updates can begin quickly. The new position would require a \$177,757 adjustment to the approved Final Budget for FY 2023/24.

The following table summarizes the Proposed Adjusted Final Budget FY 2023/24. The columns display the Approved Final Budget next to the proposed Adjustment for the New Position with the new Adjusted Final Budget.

	Approved Final Budget FY 2023/24	New Job Classification Adjustment	Adjusted Final Budget FY 2023/24
(1000s) Salary and Employee Benefits	\$659,443	\$170,877	\$830,320
(2000s) Services and Supplies	\$386,116	\$6,880	\$392,996
Total Expenses	\$1,045,559	\$177,757	\$1,223,316
Fund Balance Appropriation	\$94,771	\$177,757	\$272,528

The Salary and Employee Benefits (1000s) are anticipated to be an increase of \$170,877, with the position being filled as early as October. Expenses for Services and Supplies (2000s) are required to furnish a new workstation, an anticipated \$6,880.

The difference between the Approved Final Budget and the proposed Adjusted Final Budget is \$177,757. Therefore, an additional appropriation of \$177,757 from Fund Balance is necessary to balance the Proposed Adjusted Budget for FY 2023/24.

On-going funding for this position will be included in the FY 2024-25 Budget and fiscal year budgets moving forward.

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<sup>1</sup> (Special) Planning Program Manager, Project Manager, Management Analyst, and Compliance and Quality Assurance Manager

## Agenda Item 8.B - LAFCO Project Specialist Job Classification

Revised Personnel and Salary Resolution (PSR)

Solano LAFCO has an adopted Personnel and Salary Resolution policy (PSR). The aforementioned proposals require related updates to the PSR. The proposed Amended PSR is Attachment B. The highlighted parts in the Table of Contents reflect the sections with amendments.

- Division 4.11 will be amended to identify that all positions listed in Appendix B are exempt and therefore eligible for Administrative Leave. The proposed revision is shown with black strike-through and double-underline.
- Position Descriptions section includes double-underlined text reflecting the addition of the proposed LAFCO Project Specialist classification.
- Appendix A includes double-underlined text reflecting the addition of the new classification.
- Appendix B includes double-underlined text reflecting the addition of the new classification as exempt from overtime.

**Conclusion**

In conclusion, MSRs and SOIs are legislative directives given to LAFCOs by State law, and are essential for LAFCO to accomplish its public purposes under the CKH Act. As such, MSRs and SOI updates are legitimate and necessary LAFCO expenses. By having an in-house specialist with a major focus on MSRs and SOIs, Solano LAFCO will more effectively and efficiently fulfill this legislative mandate.

## Action Items:

- Resolution of the Solano Local Agency Formation Commission Adopting the New Job Classification and Salary for LAFCO Project Specialist Job Description and Salary and the Related Amendments to the Personnel and Salary Resolution
- Resolution of the Local Agency Formation Commission of Solano County Adopting an Adjusted Final Budget Fiscal Year 2023-2024

## Attachments:

- A. Proposed LAFCO Project Specialist Job Classification and Salary
- B. Proposed Personnel and Salary Resolution, Revised August 14, 2023

**LAFCO RESOLUTION NO. 2023-****RESOLUTION OF THE SOLANO LOCAL AGENCY FORMATION COMMISSION  
AMENDING THE PERSONNEL AND SALARY RESOLUTION SECTION 4.11  
ADMINISTRATIVE LEAVE; POSITION DESCRIPTIONS; APPENDIX A; AND APPENDIX B  
TO INCORPORATE A NEW PROJECT SPECIALIST CLASSIFICATION**

**WHEREAS**, the Local Agency Formation Commission (LAFCO) of Solano County has an adopted Personnel and Salary Resolution (PSR) applicable to all employees, last amended October 12, 2022, and;

**WHEREAS**, service reviews and sphere of influence updates are legislative directives given to LAFCOs by State law, and essential for LAFCO to accomplish its public purposes under the CKH Act. As such, MSRs and SOI updates are legitimate and necessary LAFCO expenses, and;

**WHEREAS**, LAFCO practices have been to seek and hire contracted consultants to conduct service reviews and sphere of influence updates that meet State law, and the needs and expectations of LAFCO, and;

**WHEREAS**, at the June 12, 2023 public hearing, the Commission directed staff to research and draft a new position classification with a focus on in-house service reviews and sphere of influence updates with a proposed salary schedule and funding means, and;

**WHEREAS**, MSRs and SOIs are legislative directives given to LAFCOs by State law, and are essential for LAFCO to accomplish its public purposes under the CKH Act. As such, MSRs and SOI updates are legitimate and necessary LAFCO expenses. By having an in-house specialist with a major focus on MSRs and SOIs, Solano LAFCO will more effectively and efficiently fulfill this legislative mandate, and;

**WHEREAS**, at the August 14, 2023 public hearing, the Commission received and considered a draft position classification for a LAFCO Project Specialist with proposed funding, and;

**WHEREAS**, at the August 14, 2023 public hearing, the Commission received and considered amendments to the Personnel and Salary Resolution Section 4.11, Position Descriptions, Appendix A – Salary Schedule, and Appendix B – List of Positions Exempt from Overtime Requirements to include the new LAFCO Project Specialist and Salary, and;

**WHEREAS**, the LAFCO Project Specialist Classification is funded in the Adjusted Final Budget Fiscal Year 2023-24 that was considered and approved at the regular LAFCO Commission meeting held on August 14, 2023, and;

**\*\*\*CONTINUED ON NEXT PAGE\*\*\***

Agenda Item 8.B - LAFCO Project Specialist Job Classification

**NOW, THEREFORE, BE IT HEREBY DETERMINED AND ORDERED** as follows:

1. The LAFCO Project Specialist Position is created pursuant to the Adjusted Final Budget Fiscal Year 2023-24.
2. The salary range for the position is \$10,103.41 - \$12,280.28 Monthly, exempt from FLSA.
3. The Executive Officer is directed to commence recruitment.

**PASSED AND ADOPTED** by the Local Agency Formation Commission of Solano County at a regular meeting, held on the 14th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Nancy Shopay, Chair  
Presiding Officer Solano Local Agency  
Formation Commission

ATTEST:

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Tova Guevara, Office Administrator/Clerk

**LAFCO RESOLUTION NO. 2023-**

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION  
OF SOLANO COUNTY ADOPTING THE  
ADJUSTED FINAL BUDGET FISCAL YEAR 2023-2024**

**WHEREAS**, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000(CKH) section 56000 et seq. of the California Government Code (GC) requires the Local Agency Formation Commission (LAFCO or Commission) of Solano County to perform planning duties by encouraging the orderly development and coordination of local agencies; and,

**WHEREAS**, the Commission is required to adopt annual final budgets by June 15; and,

**WHEREAS**, staff consulted with the Budget Committee group on March 23, 2023 to help inform and make decisions regarding the agency’s funding requirements; and,

**WHEREAS**, the Executive Officer prepared a written report and recommendations on a proposed budget and proposed work plan for the fiscal year 2023-24 adopted by the Commission on April 10, 2023, and subsequently circulated for review and comment to all funding agencies; and,

**WHEREAS**, the Commission considered and adopted the Final Budget and Workplan for Fiscal Year 2023-24 at the public hearing held on June 12, 2023; and,

**WHEREAS**, during the public hearing for the Final Budget Fiscal Year 2023-24 on June 12, 2023, the Commission also directed staff to create a new position classification for an in-house service review specialist and to propose a salary and funding for such a position; and

**WHEREAS**, on August 14, 2023, the Commission received and considered a new position classification and salary schedule for LAFCO Project Specialist with proposed funding; and,

**WHEREAS**, on August 14, 2023, the Commission heard and considered all evidence and testimony for an Adjusted Final Budget for Fiscal Year 2023-24 for the new LAFCO Project Specialist position; and,

**WHEREAS**, the Commission’s Adjusted operating budget for FY 2023-24 is \$1,223,316; and,

**WHEREAS**, expenses for Adjusted Final Budget Fiscal Year 2023-24 are hereby allocated by budget category in the following manner:

Salaries and Employee Benefits	\$ 830,320
Services and Supplies	\$ 392,996
<u>Designated Reserve</u>	<u>\$ 0</u>
<b>Total Expenses</b>	<b>\$ 1,223,316</b>

**WHEREAS**, the Adjusted Final Budget Fiscal Year 2023-24 includes an increased appropriation from Fund Balance by an additional \$177,757; and,

Agenda Item 8.B - LAFCO Project Specialist Job Classification

**WHEREAS**, the Adjusted Final Budget Fiscal Year 2023-24 does not change the City/County Apportionment amount; and,

**WHEREAS**, revenues for Adjusted Final Budget Fiscal Year 2023-24 or the means of financing the LAFCO program will be by monies derived from the following sources of funding:

Anticipated Revenue	\$ 50,000
Anticipated Interest	\$ 5,000
Fund Balance	\$ 272,528
City/County Apportionment	\$ 895,788
<b>Total Revenue</b>	<b>\$1,223,316</b>

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, that the Local Agency Formation Commission of the County of Solano does approve and adopt the Adjusted Final Budget as shown in Exhibit A, attached, and by this reference incorporated herein and does further order and direct the following:

Section 1: The Executive Officer shall transmit the Adjusted Final Budget to the Auditor and all parties specified in Government Code §56381(a) as promptly as possible.

The foregoing resolution was duly passed and adopted by the Local Agency Formation Commission of the County of Solano at a duly noticed public hearing held on August 14, 2023, by the following roll call vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
 Nancy Shopay, Chair  
 Presiding Officer of Local Agency Formation  
 Commission County of Solano, State of California

ATTEST:

\_\_\_\_\_  
 Christina Love, Clerk of the Commission

Exhibit A: 2023-24 Adjusted Final Budget



EXHIBIT A FY 23/24 PROPOSED BUDGET						
	Sub-object	Object Description	23/24 Final Budget (FB)	Adjustment for New Position	23/24 Adjusted Budget	
EXPENSES	<b>1000</b>	<b>SALARIES AND EMPLOYEE BENEFITS</b>				
	1110	SALARY/WAGES REGULAR	\$498,740	\$ 118,758.98	\$617,499	
	1210	RETIREMENT-EMPLOYER	\$50,714	\$20,035	\$70,749	
	1212	DEFERRED COMP-COUNTY MATCH	\$520	\$130	\$650	
	1220	FICA-EMPLOYER	\$7,014	\$1,722	\$8,736	
	1230	HEALTH INS-EMPLOYER	\$63,786	\$20,501	\$84,287	
	1231	VISION CARE INSURANCE	\$584	\$166	\$750	
	1240	COMPENSATION INSURANCE	\$2,000	\$200	\$2,200	
	1241	LT DISABILITY INSURANCE ER	\$3,831	\$1,173	\$5,004	
	1250	UNEMPLOYMENT INSURANCE	\$900	\$150	\$1,050	
	1260	DENTAL INS-EMPLOYER	\$4,493	\$1,323	\$5,816	
	1270	ACCRUED LEAVE CTO PAYOFF	\$23,092	\$5,400	\$28,492	
	1290	LIFE INSURANCE-EMPLOYER	\$3,770	\$1,318	\$5,088	
	<b>TOTAL</b>	<b>SALARIES AND EMPLOYEE BENEFITS</b>	<b>\$659,443</b>	<b>\$170,877</b>	<b>\$830,320</b>	
		<b>2000</b>	<b>SERVICES AND SUPPLIES</b>			
		2021	COMMUNICATION-TELEPHONE SYSTEM	\$11,904		\$11,904
		2026	CELL PHONE ALLOWANCE	\$2,100		\$2,100
		2028	TELEPHONE SERVICES	\$12,180		\$12,180
		2051	LIABILITY INSURANCE	\$8,089	\$1,000	\$9,089
		2140	MAINTENANCE-BLDGS & IMPROVE	\$500		\$500
		2170	MEMBERSHIPS	\$11,498		\$11,498
		2180	BOOKS & SUBSCRIPTIONS	\$488	\$80	\$568
		2200	OFFICE EXPENSE	\$12,000		\$12,000
		2201	EQUIPMENT UNDER \$1,500	\$15,000	\$600	\$15,600
		2202	CONT ASSETS COMPUTER RELATED	\$1,500	\$3,000	\$4,500
		2204	COMPUTER RELATED ITEMS:<\$500	\$1,000	\$600	\$1,600
		2205	POSTAGE	\$700		\$700
		2235	ACCOUNTING & FINANCIAL SERVICE	\$15,000		\$15,000
		2239	LEGAL SERVICE	\$30,200		\$30,200
	2245	CONTRACTED SERVICES	\$130,000		\$130,000	
	2250	OTHER PROFESSIONAL SERVICES	\$16,000		\$16,000	
	2266	CENTRAL DATA PROCESSING SVCE	\$41,157		\$41,157	
	2271	SOFTWARE RENTAL / SUBSCRIPTION	\$2,400	\$300	\$2,700	
	2280	PUBLICATIONS AND LEGAL NOTICES	\$1,000		\$1,000	
	2285	LEASE EXPENSE-COPIERS/MFD'S ST	\$7,000		\$7,000	
	2295	LEASE EXPENSE - BUILDINGS ST	\$28,000		\$28,000	
	2310	EDUCATION & TRAINING	\$8,000		\$8,000	
	2335	TRAVEL EXPENSE	\$18,600	\$1,300	\$19,900	
	2339	MANAGEMENT BUSINESS EXPENSE	\$2,000		\$2,000	
	2354	CAR ALLOWANCE	\$7,800		\$7,800	
	2355	PERSONAL MILEAGE	\$2,000		\$2,000	
	<b>TOTAL</b>	<b>SERVICES AND SUPPLIES</b>	<b>\$386,116</b>	<b>\$6,880</b>	<b>\$392,996</b>	
		<b>OTHER EXPENSES</b>				
	730	20% RESERVE POLICY ADJUSTMENT	\$0		\$0	
	<b>TOTAL</b>	<b>TOTAL EXPENSES</b>	<b>\$1,045,559</b>	<b>\$177,757</b>	<b>\$1,223,316</b>	
REVENUES	<b>9200</b>	<b>LICENSES &amp; PERMITS-OTHER</b>				
	9229	LICENSES & PERMITS-OTHER	\$50,000		\$50,000	
	<b>9400</b>	<b>REVENUE FROM USE OF MONEY/PROP</b>				
	9401	INTEREST INCOME	\$5,000		\$5,000	
	<b>9500</b>	<b>INTERGOVERNMENTAL REVENUES</b>				
	9511	OTHER GOVERNMENTAL AGENCIES	\$895,788		\$895,788	
	<b>740</b>	<b>OTHER REVENUE</b>				
	740	FUND BALANCE FROM PRIOR YEAR	\$94,771	\$177,757	\$272,528	
	<b>TOTAL REVENUES</b>		<b>\$1,045,559</b>	<b>\$177,757</b>	<b>\$1,223,316</b>	
SUMMARY	EXPENSES	1000	\$659,443	\$170,877	\$830,320	
		2000	\$386,116	\$6,880	\$392,996	
		Reserve Adjustment	\$0	\$0	\$0	
		<b>TOTAL EXPENSES</b>	<b>\$1,045,559</b>	<b>\$177,757</b>	<b>\$1,223,316</b>	
	REVENUES	9200	\$50,000		\$50,000	
		9400	\$5,000		\$5,000	
		9500	\$895,788		\$895,788	
		Fund Balance Appropriation	\$94,771	\$177,757	\$272,528	
		Encumbrance Roll-over				
		<b>TOTAL REVENUES</b>	<b>\$1,045,559</b>	<b>\$177,757</b>	<b>\$1,223,316</b>	

## Agenda Item 8.B - LAFCO Project Specialist Job Classification

**ATTACHMENT A****LAFCO Project Specialist****SALARY RANGE**

\$10,103.41 - \$12,280.28 Monthly  
 \$121,240.92 - \$147,363.36 Annually

**DEFINITION:**

The LAFCO Project Specialist position's primary function/role is to maintain a cycle of updated municipal service reviews, updated spheres of influence, and conduct regional service reviews and project reviews. This person will generally work independently with some collaboration when necessary. The position will be under the supervision of the Executive Officer and Deputy Executive Officer.

This individual must have a highly specialized understanding of agency municipal services, city and special district operations and functions, Cortese-Knox-Hertzberg legislation, and interagency cooperation. This person must be a well-rounded professional with exceptional technical and project management skills, and a proven ability to be able to be adaptable and innovative. This person will be expected to deliver high-quality, outstanding reports and projects.

**GENERAL RESPONSIBILITIES:**

- Management-level understanding of how municipal services function and are financed.
- Familiarity with the Cortese-Knox-Hertzberg Act, the role and functions of LAFCOs, and the MSR/SOI Study process.
- Experience in governmental organization analysis, including performance measurement and evaluation.
- Ability to facilitate and synthesize input from a variety of sources, including archival research.
- Ability to interpret varied financial and planning documents.
- Experience in identifying and fostering multi-agency cooperation.
- Ability to conduct public input processes.
- Experience presenting and disseminating information to the Commission, local agencies, and the public for review and comment.
- Ability to work cooperatively with multi-agency interests on regional and complex projects.

**Service Review/Sphere of Influence Updates**

- Obtain information about municipal services in a geographic area.
- Evaluate the provision of municipal services from a comprehensive perspective, including regional.

## Agenda Item 8.B - LAFCO Project Specialist Job Classification

- Recommend actions when necessary, to promote the efficient provision of those services.
- Gather and obtain information and data for a municipal service review.
- Prepare and issue a draft service review report which includes draft determinations required by state law.
- Provide the technical expertise and administrative management to complete the final municipal service review.

**EMPLOYMENT STANDARDS:**

To qualify for this position, an individual must possess a combination of education and experience that would likely produce the required knowledge, skills, and abilities as detailed in this position description:

**Education:**

Bachelor's Degree from an accredited college or university with major course work in public or business administration, government, finance, economics, land use planning, public policy, urban studies, political science, graphic information system, or closely related field.

**Experience:**

Must have strong analytical, communication, and written skills. Minimum 5 years of government agency experience at a management level.

Must demonstrate expertise in:

- Computers and software programs typically used for data collection, retrieval, and analysis; including but not limited to Word, Excel, and PowerPoint.
- Laws, regulations, and policies applicable to CKH/LAFCO law, special districts, and local government.
- Excellent written and oral communications, reports, and presentations.

**ATTACHMENT B**

**Solano Local Agency Formation Commission (LAFCo)  
Personnel and Salary Resolution (PSR)  
As Proposed August 12, 2023**

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**ATTACHMENT B****Division 1. Working Environment****Section 1.1 Introduction to LAFCo**

Solano Local Agency Formation Commission (LAFCo) is an independent public agency formed to regulate the boundaries and the creation of cities and special districts through Solano County. As a public agency, LAFCo is responsible for providing a service to all members of the public.

LAFCo has prepared this manual to provide all employees a summary of its policies and benefits. It is not intended to be exhaustive of all employee requirements and regulations.

LAFCo strives to improve its policies, the services that it provides, and positive relations with its employees. All employees are encouraged to bring suggestions for improvements to the attention of the Executive Officer. By working together, LAFCo hopes that it will share with its employees a sincere pride in the services we are providing.

**Section 1.2 Authority; Amendment; No Vested Rights**

These policies have been adopted by the Commission and are intended to establish enforceable regulations governing LAFCo employees. These policies may be amended by the Commission at any time, and nothing herein is intended to create vested rights in the employees that cannot be modified by the Commission.

**Section 1.3 Equal Employment Opportunity Policy**

LAFCo believes that all persons are entitled to equal employment opportunity. LAFCo does not discriminate against its employees or applicants because of race, color, religion, sex, pregnancy, national origin, ancestry, age, sexual orientation, marital status, physical or mental disability, medical condition, or any other grounds prohibited by state or federal law. Equal opportunity will be extended in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and termination. Employment decisions shall, therefore, comply with all applicable state and federal laws prohibiting discrimination in employment.

**Section 1.4 Policy Against Disability Discrimination**

LAFCo is committed to complying fully with state and federal disability discrimination laws. No program or activity administered by LAFCo shall exclude from participation, deny benefits to or subject to discrimination any individual based on an individual's actual or perceived disability or based on an individual's association with someone who has an actual or perceived disability.

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LAFCo is further committed to providing reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee. If you believe you are a qualified individual with a disability and that you need a reasonable accommodation in order to perform the essential functions of your job, please notify the Executive Officer.

**Section 1.5 Policy Against Harassment**

LAFCo prohibits and will not tolerate unlawful harassment. This policy applies to all persons involved with LAFCo including employees, applicants, customers or persons providing services pursuant to a contract. This policy prohibits sexual harassment and harassment based on an individual's inclusion in a protected class, such as race, color, religion, national origin, ancestry, sex, age, medical condition, sexual orientation, marital status, citizenship, pregnancy, physical and mental disabilities, veteran or any other consideration made unlawful by federal, state or local laws, including persons perceived to have these characteristics. LAFCo will also take all responsible steps to prevent or eliminate unlawful harassment by non-employees, including customers, clients, and suppliers, who have workplace contact with LAFCo's employees.

Unlawful harassment is generally conduct that: does not relate to the business of LAFCo; has the purpose or effect of interfering with an individual's ability to work, or that creates a hostile, intimidating or abusing work environment; and is directed at an individual because of the individual's inclusion in a protected class.

Conduct prohibited by this policy includes, but is not limited to the following:

- A. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- B. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawing or gestures;
- C. Physical conduct such as assault, unwanted touching, blocking, normal movement or interfering with work because of sex, race or any other protected basis;
- D. Threats, demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors.

An employee who believes that he or she has been subjected to any form of prohibited harassment should make a complaint, preferably written, to the Executive Officer or the Chair of the Commission. If the employee is uncomfortable approaching either the Executive Officer or the Chair of the

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Commission, any other member of management is available to hear their concerns. Managers must report all harassment complaints. Complaints should be specific and should include the names of the individuals involved and names of any witness.

LAFCo will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation. LAFCo will maintain confidentiality to the extent possible during the investigation, however, disclosures of certain information to the members of management or as required by law may be necessary. If LAFCo determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense up to and including termination.

Appropriate action will also be taken to deter any future harassment.

Employees will not be retaliated against for bringing a complaint in good faith under the Equal Employment Opportunity Policy or the Policy Against Harassment, or for honestly assisting in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken if false or frivolous accusations are made in bad faith.

**Section 1.6 Drug and Alcohol Policy**

It is LAFCo's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse are encouraged to use the resources of the Employee Assistance Program. They may also wish to discuss these matters with the Executive Officer to receive assistance or referrals to appropriate resources in the community.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify LAFCo of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

**Division 2. Definitions**

**CONTINUOUS SERVICE** – Shall mean employment in a regular position which has not been interrupted by resignation, discharge, layoff, or retirement.



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**TEMPORARY EMPLOYEE** – A person who is employed for the purpose of relieving or augmenting regular staff in the accomplishment of work. Employment assignments in this category are typically of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain this status unless and until notified of a change. Time spent in such an appointment shall not constitute a part of the probationary period. While temporary employees receive all legally mandated benefits (workers' compensation insurance), they are ineligible for all of Solano LAFCo's other benefit programs.

**REGULAR FULL-TIME EMPLOYEE** – An employee who is not in a temporary or part-time status and who is regularly scheduled to work at least forty (40) hours per week or eighty (80) hours a pay period. Generally, they are eligible for Solano LAFCo's benefit package, subject to the terms, conditions, and limitations of each benefit program.

**REGULAR PART-TIME EMPLOYEE** – An employee who is not in a temporary or full-time status and who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours a pay period. Generally, they are eligible for Solano LAFCo's benefit package, subject to the terms, conditions, and limitations of each benefit program.

**SPOUSE** – As used herein shall mean the legally married spouse or registered domestic partner of the employee.

### **Division 3. Terms and Conditions of Employment**

#### **Section 3.1 Hiring Policy and Procedure**

- A. Each vacancy is announced simultaneously for internal and external recruitment.
- B. For positions under direction of the Executive Officer, the Executive Officer shall conduct the screening process, interview applicants, choose the top candidates for an open position, check references of the top candidates, and select the individual for the position.
- C. For positions which report directly to the Commission (e.g., the Executive Officer), the Commission shall have exclusive authority to conduct the selection process as it deems appropriate.
- D. The Executive Officer shall not appoint a member of his or her immediate family, nor shall he or she appoint or assign any employee to directly or indirectly supervise a member of the employee's immediate family.

**ATTACHMENT B****Section 3.2 At-Will Employment**

- A. All employees of LAFCo are at-will employees and may be terminated at any time without cause and without any formal procedure.
- B. The Executive Officer shall serve at the will of the Commission subject to the conditions of applicable contracts. Employees shall serve at the will of the Executive Officer as provided by state law.

**Section 3.3 Separation from Service**

- A. **RESIGNATION**  
An employee who wishes to resign his/her employment in good standing must submit the resignation in writing to his/her supervisor two weeks prior to the planned separation date. A resignation becomes final when accepted by the Executive Officer or Chairperson. Once a resignation has been accepted by the Executive Officer or Chairperson, it cannot be withdrawn without the concurrence of the Executive Officer or Chairperson.
- B. **JOB ABANDONMENT**  
An employee is deemed to have resigned if the employee is absent from work without prior authorization and without notification during the period of the absence. Regular employees will be sent a notice of intent to terminate, an opportunity to respond, and final notice of termination for job abandonment. An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee has any right to evidentiary appeal for separation due to job abandonment.
- C. **TERMINATION; REDUCTION IN HOURS**
  - (i) An employee may be terminated at any time, with or without cause, and with or without advance notice. Prior to any action to terminate an employee, the Executive Officer shall consult with the Commission in closed session to seek advice and direction.
  - (ii) If LAFCo determines that a reduction in the work force expense is warranted, all recruitment/hiring will be frozen; employees will be invited and permitted to request a voluntary reduction in their hours or days of work; LAFCo will consider any request for time off without pay; and employees will be encouraged to take accrued vacation time off. If a voluntary reduction in employees' hours is not sufficient to meet LAFCo's needs and objectives, LAFCo may implement an involuntary reduction in hours or days off work. Such reductions will be

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administered to maximize productivity and efficiency and can be made on a temporary, indefinite or permanent basis

**D. SEPARATION PROCEDURE**

- (i) Upon termination, the employee shall promptly return any employer property such as office keys, cell phone, laptop computer etc. that the employee may have in his or her possession.
- (ii) LAFCo will calculate pay to time of separation, any accrued vacation, administrative leave and compensatory time off and issue a check in accordance with State Law after separation.
- (iii) The date of termination of employment shall be considered as the date certified by the Executive Officer as the last day worked, or the last day in an authorized leave without pay status, and shall not include the equivalent time involved in any vacation payoff made at the time of termination.

**Section 3.4 Incompatible Activities**

LAFCo employees shall not engage in any activity, which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. An employee may not engage in political activities during working hours nor use his or her office to promote propose or contribute to any political cause or candidate. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform the Executive Officer or when appropriate the Commission, in advance, of the nature of such activity. It shall be the responsibility of the Executive Officer to ensure that employees do not engage in any activity which constitutes a conflict of interest.

**Section 3.5 Work Schedules**

The base work schedule for all regular full time employees is 8 hours a day, 5 days a week. Flexible scheduling and alternative work arrangements are available in some cases to allow employees to vary their starting and ending times each day within reasonable limits. Flextime may be possible if a mutually workable schedule can be negotiated with the Executive Officer. However, such issues as staffing needs, the employee's performance, and the nature of the job will be considered before approval of flextime. Employees should consult the Executive Officer to request participation in the flextime program.

**ATTACHMENT B****Section 3.6 Employee's Duty to Notify of Late Arrival or Absence**

An employee who is unexpectedly unable to report for work as scheduled must notify his or her immediate supervisor no later than the scheduled work time and report the expected time or duration of any late arrival or absence. If the employee's immediate supervisor is not available, the employee must notify the department head or another supervisor. An employee who fails to timely notify the supervisor of absences, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence.

**Section 3.7 Excessive Tardiness/Absenteeism**

Excessive tardiness occurs when an employee is late to work or returning from breaks more than three times during any 30-day period. Excessive absenteeism occurs when the number of unprotected absences (absences due to other than leaves authorized by state or federal law) exceeds 3 days in any three-month period. Excessive tardiness or absenteeism will be grounds for discipline, up to and including termination. Abuse of, or misrepresentation of any form of accrued or unpaid leave time will be grounds for discipline, up to and including termination.

**Section 3.8 Rest Periods**

- A. Employees may take one 15 minute rest period for each four (4) hours worked. Usually breaks are scheduled mid-morning and mid-afternoon and are counted as time worked. If the employee does not take a break, it is waived.
- B. The normal lunch break is at least 1/2 an hour. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.
- C. Employees are encouraged to take rest periods for ergonomic considerations and the avoidance of repetitive movement injuries.

**Section 3.9 Workers' Compensation and State Disability Insurance**

- A. In accordance with the California Labor Code, LAFCo provides all statutory workers' compensation benefits for LAFCo employees who sustain work-related injuries or illnesses. Pursuant to Labor Code 3700 et seq., any employee claiming a work-related injury shall as soon as possible notify the Executive Officer and the Executive Officer shall notify the Chairperson as soon as possible of the injury and a written report shall be prepared. Employees may be required to submit to an independent medical evaluation to determine the extent of their disability as may be required by LAFCo's workers' compensation insurance carrier.

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- B. In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by LAFCo, the employee shall receive full compensation for his/her scheduled work days and paid holidays falling during the first three (3) days of such absence. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to Section I, below.
- C. In the event that LAFCo is unable to determine if the injury or illness is work-related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. If the injury or illness is determined to be work-related, leave benefits will be restored in accordance with Section B, above. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to Section I, below.
- D. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits.
- E. LAFCo will continue to pay the employer share of the monthly premium for medical, vision, dental, and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that he/she has leave accruals to integrate or for the period of time he/she is on approved FMLA leave, whichever is longer.
- F. Sick leave and vacation shall accrue during any pay period in which the employee is receiving workers' compensation temporary disability benefits.
- G. Employees receiving State Disability Benefits will not accrue sick or annual leave during any pay period in which the employee does not have sufficient leave accruals to fully integrate such leave accruals to achieve 100% integration. In the case of an employee who is working less than his/her position allocation while collecting State Disability Benefits, the employee will continue to earn prorated accruals based on actual hours worked.
- H. In accordance with Division 4, Section 3, sick leave may be used for any appointments due to a work-related injury or illness. Up to two (2) hours paid LAFCo time-off may be used to attend repeat medical appointments due to a work related injury or illness. Sick leave may be used for medical appointments due to work related injuries beyond two (2) hours.

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- I. Service credit as provided in this Resolution toward longevity compensation and seniority shall not be affected by any pay period during which an employee received both LAFCo paid leave and temporary disability benefits from workers' compensation.
- J. Workers' compensation temporary disability and State Disability Insurance temporary disability benefits shall be integrated with accrued leave as follows:
  - (i) Employees must promptly inform the Executive Officer or his/her designee of their worker's compensation temporary disability benefit amount and provide documentation of receipt for which he/she is eligible.
  - (ii) Employees must promptly inform the Executive Officer or his/her designee (when appropriate) of their State Disability benefit amount and provide documentation of receipt for which he/she is eligible. State Disability Insurance integration is not retroactive beyond one pay period.
  - (iii) Employee's pay, including leave accruals and workers' compensation temporary disability or State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.
  - (iv) Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly Workers' Compensation temporary disability or State Disability Insurance temporary disability benefits.

**Section 3.10 Computer and E-Mail Usage**

Computers, computer files, the email system, and software furnished to employees are LAFCo property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. Employees can have no expectation of privacy in any documents or materials in these systems. LAFCo reserves the right to access all systems and to monitor use of these systems.

LAFCo strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, LAFCo prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

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Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters. Internet access is for business and related professional use.

LAFCo purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, LAFCo does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. LAFCo prohibits the illegal duplication of software and its related documentation.

Employees should notify the Executive Officer upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

LAFCo-owned computers, with the exception of laptops designated for remote use, shall not be removed from the premises. Use of the LAFCo laptops, projector or any other equipment must be authorized in advance by the Executive Officer.

**Division 4. Employee Benefits****Section 4.1 Holidays**

- A. Only regular and part time employees are eligible for paid holidays.
- B. A new employee, whose first working day is the day after a paid holiday, shall not be paid for that holiday.
- C. Employees terminating employment for reasons other than LAFCo retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
- D. Employees terminating employment for reasons other than LAFCo retirement may not use vacation leave, sick leave or comp time on the day after a holiday if the last working day is before the holiday. A holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that holiday.
- E. Employees on a leave of absence without pay for both the regularly scheduled working day before a holiday and the regularly scheduled working day after a holiday shall not be paid for that holiday.

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- F. Part-time employees are eligible for paid holidays on a pro-rata basis as hours worked relates to forty (40) hours.
- G. When a paid holiday falls on a Saturday, the preceding Friday is a paid holiday. When a paid holiday falls on a Sunday, the Monday following is a paid holiday.

H. Holidays

Fixed Holidays Include:

January 1 <sup>st</sup>	New Years Day
Third Monday in January	Martin Luther King Jr.'s Birthday
February 12 <sup>th</sup>	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4 <sup>th</sup>	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11 <sup>th</sup>	Veterans' Day
Thanksgiving Day	Traditional
Day after Thanksgiving	Day after Thanksgiving
December 25 <sup>th</sup>	Christmas Day

**Section 4.2 Vacation**

- A. Every employee, with the exception of the Executive Officer as outlined below, in a full-time regular position shall receive vacation benefit for each pay period of continuous service according to the following schedule:

<b>Pay Periods of Continuous Service</b>	<b>Vacation Credits per Pay Period of Continuous Service</b>	<b>Maximum Earnable Vacation Accrual</b>
0 through 78 pay periods	3.08 hours	160 hours
79 through 259 pay periods	4.62 hours	240 hours
Over 260 pay periods	6.16 hours	320 hours

Vacation accrual shall date from the first of the pay period following the pay period in which the employee commenced such continuous service. If such commencement date was the first working day of the pay period, vacation accrual shall start from such commencement date. Vacation accrual is credited at the end of each pay period and may be taken in the following pay period.

- B. Every employee in a part-time position shall receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time position with like pay



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periods of consecutive service, as the number of hours in the part-time work schedule is to the numbers of hours in the full-time work schedule.

- C. The Executive Officer shall receive vacation benefits of 6.16 hours per pay period to a maximum accrual of 440 hours. In the event the Executive Officer is employed on a less than full time basis, he or she shall receive vacation benefits on a pro rata basis, proportional to their authorized hours, to a maximum accrual of 440 hours.
- D. Vacation time taken shall not be counted as time worked for the purposes of overtime compensation. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
- E. Employees who are terminating their employment for reasons other than paid LAFCo retirement shall not use vacation time to extend their termination date (e.g., requesting vacation time to begin 3-7 and the actual termination date to be 3-13, etc.).
- F. Any person separating from LAFCo who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one tenth of an hour. Employees terminating from LAFCo service prior to becoming eligible to take earned vacation credit shall be paid for earned (accrued) vacation. For the purposes of this section, sick leave and compensatory time off with pay shall be counted as days worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.
- G. An employee who has accumulated the maximum accrual for his/her years of service (160/240/320/440) hours and who has taken eighty (80) hours of vacation within the previous 26 pay periods, may request payment for up to forty (40) hours of vacation pay by submitting a written request for payment to the Executive Officer or when appropriate the Chairperson. Only one such request may be made or paid during any 12 calendar month period.

**Section 4.3 Sick Leave**

- A. Every employee holding a full time position shall accrue 3.70 working hours sick leave with pay for each pay period of service; except, that no employee shall earn sick leave credit during a pay period in which he/she is absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours. During that pay period in which a leave of absence without pay is granted for two (2) days or less, the employee shall

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accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty (80) hours. It shall be computed to the nearest hundred of an hour. If unpaid leave exceeds 16 hours in any pay period, no sick leave will be accrued by the employee for that period. Sick leave accrual is credit at the end of each pay period and may be taken in the following pay period.

- B. Every employee holding a part-time position shall accrue sick leave with pay in proportions to the relationship his/her basic workweek bears to forty (40) hours.

No such employee shall earn sick leave credit during a pay period in which he/she is absent without pay more than fifteen (15) percent of the regularly scheduled working hours for the position.

- C. Temporary employees shall not accrue sick leave.
- D. An employee who enters the service of LAFCo in a regular or limited-term position shall begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which case, the first day of sick leave accrual shall date from the first of the pay period in which the service began
- E. Sick leave may be applied to absence caused by illness, injury, pre-natal care or pregnancy of an employee. Sick leave may be used during pregnancy when the employee's physician certifies that, due to her pregnancy, she is no longer able to perform the duties of her position. The employee shall be required to furnish, at intervals to be determined by the Executive Officer, a certificate from her physician to the effect that, due to her pregnancy, she is physically unable to perform the duties of her position. Sick leave may be used for medical, dental or vision appointments when absence during working hours for this purpose is authorized by the Executive Officer. In any instance involving use of a fraction of a day's sick leave, the amount charged to the employee's sick leave account shall be to the nearest one tenth of an hour. The Executive Officer shall be responsible for the control of abuse of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory evidence of illness to the Executive Officer.
- F. Sick leave may be utilized by an employee for the care or attendance of ill or injured members of his/her family, up to a maximum of eighty (80) hours annually.

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- G. Sick leave shall not be used in lieu of vacation, but vacation or administrative leave may be used in lieu of sick leave, after accrued sick leave has been exhausted.
- H. No payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination of employment, except as set forth in I below. Termination of an employee's continuous service, except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters employment.
- I. When an employee terminates for reasons of regular or disability retirement or death, an amount equal to the dollar value of the employee's accumulated unused sick leave shall be contributed to a Retirement Health Savings Account to assist in payment of retiree medical expenses in accordance with LAFCo policy.
- J. For the purposes of this Section, a member of the immediate family is construed to mean the mother, father, spouse, son, daughter, brother or sister of the employee or the minor child for whom the employee has legal custody.
- K. Hospitalization of a member of the immediate family is a valid reason for sick leave under the following conditions:
  - (i) A day's absence may be authorized for the employee to be at the hospital on the day of an operation, on the day of a birth of his child or in the event of a critical illness of a member of the immediate family. Absences for these reasons for more than one day may be authorized on sick leave only if a doctor provides a written statement that the employee's presence, away from work, is required.
- L. The Auditor-Controller shall maintain sick leave records of all personnel. The Executive Officer or his/her designee shall report the absences of his/her employees for approved sick leave during the pay period concerned.

**Section 4.4 Family and Medical Leave**

- A. STATEMENT OF POLICY
  - (i) To the extent not already provided for under current leave policies and provisions, LAFCo will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to

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such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Family Rights Act (CFRA). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.

**B. DEFINITIONS**

- (i) "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- (ii) "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or step-child, legal ward, or a child of a person standing in loco parentis.

A child is "incapable of self care" if he/she requires active assistance or supervision to provide daily self care in three or more of the activities of daily living or instrumental activities of daily living□ such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.

- (iii) "Parent" means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- (iv) "Spouse" means a husband or wife as defined or recognized under California State law for purposes of marriage or registered domestic partner as defined in Family Code section 297 et seq.
- (v) "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
  - 1) "Inpatient Care" (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom); or

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- 2) “Continuing treatment” by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
- a) A period of incapacity (i.e., inability to work, or perform other regular daily activities due to serious health condition) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
    - (i) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or
    - (ii) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
    - (iii) Any period of incapacity due to pregnancy or for prenatal care. (Note: This entitles the employee to FMLA leave, but not CFRA leave. Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave.)
  - (vi) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
    - 1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
    - 2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

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- 3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
  - 4) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
  - 5) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- (vii) "Health Care Provider" means:
- 1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
  - 2) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;
  - 3) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
  - 4) Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
  - 5) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
  - 6) Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the

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existence of a serious health condition to substantiate a claim for benefits.

**C. REASONS FOR LEAVE**

Leave is only permitted for the following reasons:

- (i) The birth of a child or to care for a newborn of an employee;
- (ii) The placement of a child with an employee in connection with the adoption or foster care of a child;
- (iii) Leave to care for a child, parent, spouse or domestic partner who has a serious health condition; or
- (iv) Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

**D. EMPLOYEES ELIGIBLE FOR LEAVE**

An employee is eligible for leave if the employee:

- (i) Has been employed for at least 12 months; and
- (ii) Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

**E. AMOUNT OF LEAVE**

Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period.

**(i) Minimum Duration of Leave**

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for bonding with a newborn for at least one day, but less than two weeks duration on any two occasions.

If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice

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and medical certification provisions of this policy must be complied with.

## (ii) Spouses or Domestic Partners Both Employed by LAFCo

In any case in which a husband and wife both, or domestic partners, are employed by the LAFCo are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave). This limitation does not apply to any other type of leave under this policy.

## F. EMPLOYEE BENEFITS WHILE ON LEAVE

- (i) Leave under this policy is unpaid. While on leave, employees will continue to be covered by LAFCo's group health insurance to the same extent that coverage is provided while the employee is on the job.
- (ii) Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, LAFCo will inform the employee whether the premiums should be paid to the carrier or to LAFCo. Coverage on a particular plan may be dropped if an employee is more than 30 days late in making a premium payment. However, the employee will receive notice at least 15 days before coverage is to cease, advising that he/she will be dropped if the premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.
- (iii) If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, LAFCo shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. LAFCo shall have the right to recover premiums through deduction from any sums due LAFCo (e.g. unpaid wages, vacation pay, etc.)

## G. SUBSTITUTION OF PAID ACCRUED LEAVES

While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the LAFCo may require an



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employee to concurrently use paid accrued leaves after requesting FMLA and/or CFRA leave, and may also require an employee to use Family and Medical Care Leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.

- (i) Employee's Right To Use Paid Accrued Leaves Concurrently With Family Leave - Where an employee has earned or accrued paid vacation, or compensatory time, that paid leave may be substituted for all or part of any (otherwise) unpaid leave under this policy.
- (ii) As for sick leave, an employee is entitled to use sick leave concurrently with leave under this policy if:
  - 1) The leave is for the employee's own serious health condition; or
  - 2) The leave is needed to care for a parent, spouse, domestic partner or child with a serious health condition, and would be permitted as sick leave under the LAFCo's sick leave policy.
- (iii) LAFCo's Right To Require An Employee To Use Paid Leave When Using FMLA/CFRA Leave - Employees must exhaust their accrued vacation, administrative and sick leaves concurrently with FMLA/CFRA leave with one exception:
  - 1) Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition.
- (iv) The LAFCo's Right To Require An Employee To Exhaust FMLA/CFRA Leave Concurrently With Other Leaves - If an employee takes a leave of absence for any reason which is FMLA/CFRA qualifying, the LAFCo may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.

**H. MEDICAL CERTIFICATION**

Employees who request leave for their own serious health condition or to care for a child, parent, spouse or domestic partner who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by LAFCo.

- I. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.

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## (i) Time to Provide a Certification

When an employee's leave is foreseeable and at least 30 days notice has been provided, if a medical certification is requested, the employee must provide the requested certification to LAFCo within the time frame requested by LAFCo (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

## (ii) Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency.

However, if an employee fails to provide a medical certification within the time frame established by this policy, LAFCo may delay the taking of FMLA/CFRA leave until the required certification is provided.

**J. EMPLOYEE NOTICE OF LEAVE**

Although LAFCo recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If LAFCo determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, LAFCo may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

**Section 4.5 Bereavement Leave**

Employees shall be entitled to a bereavement leave, not chargeable to vacation or sick leave, in the event of the death of one of the following members of the employee's family:

- natural, step, adoptive parents and grandparents of the employee;
- natural, step, adopted children and grandchildren of the employee;
- natural and step brothers and sisters of the employee;
- present spouse of the employee;

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- ex-spouse who is a natural or adoptive parent of a minor child in the custody of the employee;
- natural and adopted brothers and sisters of the employee's spouse;
- present spouses of the employee's natural and adopted brothers and sisters;
- son-in-law and daughter-in-law of the employee.

Such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, whether services are within the State or outside the State of California. Leave benefits will be prorated for part-time employees based upon the number of hours worked (for example, a halftime employee has a maximum of twenty (20) hours). Employees desiring more time off under these circumstance may request vacation or other appropriate leaves which may or may not granted at the sole discretion of the Executive Officer when appropriate, the Chairperson. LAFCo may require an affected employee to submit proof of qualifying relationship in order to be eligible for bereavement leave.

**Section 4.6 Leave of Absence Without Pay**

- A. A leave of absence may be granted only to an employee upon the exhaustion of all other appropriate leave balances and the employee must have a satisfactory employment record. The Executive Officer or Commission may authorize a leave of absence for an employee without pay for a period of time not to exceed thirty (30) calendar days. Additional leave may be granted but only if authorized by the Commission
- B. A leave of absence request shall normally be initiated by the employee, but may be initiated by the Executive Officer.
- C. Neither leave accruals nor benefits shall accrue while an employee is on leave of absence without pay, except as required under the Federal Family and Medical Leave Act.
- D. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by the Executive Officer to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties of his/her position.
- E. Whenever an employee has been granted a leave without pay and desires to return before expiration of such leave, the Executive Officer or when appropriate the Chairperson may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- F. A leave of absence may be revoked by the Executive Officer or when appropriate the Chairperson upon evidence that the cause for granting leave was misrepresented or has ceased to exist.
- G. Failure to return at the expiration date of leave of absence or being absent without leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the Executive Officer or when appropriate the

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Chairperson if the employee presents satisfactory reasons his/her absence within three (3) days of the date his/her automatic resignation became effective.

- H. A leave of absence without pay may be granted for any of the following reasons:
- (i) Illness or disability
  - (ii) Pregnancy or Childbirth
  - (iii) To take a course of study which will increase the employee's usefulness on return to his/her position.
  - (iv) For reasons acceptable to the Executive Officer or when appropriate to the Commission.
  - (v) Illness of a family member or other qualifying criteria under the Federal Family and Medical Leave Act.

**Section 4.7 Jury Duty**

Any employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the employee shall be entitled to his/her regular pay provided the employee deposits fees received for such services, exclusive of mileage, with LAFCo's treasurer within thirty (30) calendar days after his/her excused absence for such duty. Requests for Jury Duty leave should be made by presenting the official court summons to the Executive Officer as soon as possible after receipt. Verification of time release for jury duty is required.

Employees are expected to report for work whenever the court schedule permits, including any remaining parts of a normally scheduled workday. Jury Duty is not considered as time worked for overtime compensation purposes.

**Section 4.8 Insurance and Service Plans**

- A. **Medical Insurance**  
Employees in regular or limited term positions have the option of becoming members of the Public Employees' Medical and Hospital Care Act ("PEMHCA" or "PERS Health") insurance program. LAFCo's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be adjusted in accordance with the Minimum Employer Contribution ("MEC") established by PEMHCA.
- B. **Retiree Medical Insurance**  
All employees who have concurrently retired from LAFCOo and from the California Public Employees' Retirement System ("PERS") may participate in the PERS Health insurance program at their own expense. LAFCo shall contribute the Minimum Employer Contribution ("MEC") established by PERS.

**ATTACHMENT B****C. Cafeteria Plan**

LAFCo's contribution toward the cafeteria plan shall be set at 75% of the 2014 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC. Effective with coverage effective January 1, 2015, LAFCo's contribution toward the health plan shall be set at 75% of the 2015 PEMHCA Bay Area Kaiser Permanent family rate minus the PEMHCA MEC.

An employee may use LAFCo's contribution to the cafeteria plan toward the medical insurance plan for which s/he has elected to enroll.

An employee who has unused (unspent) cafeteria plan contributions shall retain those contributions as additional earnings (wages), but only to a maximum of \$334.58 per month.

An employee who waives health insurance because the employee demonstrates to LAFCo that s/he has alternate health insurance coverage shall receive \$500.00 per month minus the PEMHCA MEC.

A regular or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan of the full-time employee contribution in proportion to the relationship their basic workweek bears to forty hours. That total amount shall first be allocated to the PEMHCA MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.

**Health Care Reimbursement Account:** During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement with LAFCo whereby LAFCo will direct the amount of the salary reduction on a pre-tax basis into the employee's Health Care Reimbursement Account ("HCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the LAFCo Plan Document. The employee will forfeit all unused funds remaining in his/her HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the LAFCo Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

**Dependent Care Reimbursement Account:** During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement whereby LAFCo will direct the amount of the salary reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account ("DCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the LAFCo Plan Document. The employee will forfeit all unused funds in his/her DCRA at the end of the plan year or at the end of the grace

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period, if any, allowed under the LAFCo Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her DCRA to obtain reimbursement of eligible dependent care expenses.

**D. Dental Insurance**

Employees in regular or limited term positions are eligible for dental insurance coverage for the employee and eligible dependents beginning on the first of the month following three (3) months of continuous service with LAFCo.

LAFCo will pay on behalf of each eligible full-time employee and his/her eligible dependents one hundred percent (100%) of the monthly dental care insurance premium rate charged by the Plan Provider. LAFCo's contribution will be prorated for regular part-time employees, to reflect the same percentage that the regularly scheduled hours in the employee's basic workweek bears to forty (40) hours. Premium amounts in excess of LAFCo's contribution will be paid by the participating employee through payroll deduction.

LAFCo intends to retain the existing plan of dental insurance benefits. However, if the insurance plan provider mandates a change in the benefit plan and LAFCo did not request the change, then LAFCo will have no obligation to replace benefits eliminated or modified by the Plan provider.

LAFCo reserves the right to eliminate or provide additional dental insurance plans.

**E. Vision Insurance**

Employees in regular or limited term positions are eligible for vision insurance coverage for the employee and eligible dependents beginning the first of the month following three (3) months of continuous service with LAFCo.

LAFCo will pay one hundred percent (100%) of the monthly vision plan insurance premium rate charged on behalf of each regular full-time employee and his/her eligible dependents. LAFCo's contribution will be prorated for regular part-time employees, to reflect the same percentage that the regularly scheduled hours in the employee's basic workweek bears to forty (40) hours. Premium amounts in excess of LAFCo's contribution will be paid by the participating employee through payroll deduction.

LAFCo intends to maintain the existing Plan of vision insurance benefits. However, if the insurance plan provider mandates a change in benefits and LAFCo did not request the change, then LAFCo will have no obligation to replace benefits eliminated or modified by the Plan provider.

LAFCo reserves the right to eliminate or provide additional vision insurance plans.

**ATTACHMENT B****F. Life Insurance**

Employees in regular or limited term positions are eligible for life insurance coverage and accidental death and dismemberment insurance for the employee beginning the first of the month following six (6) months of continuous service with LAFCo.

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one and one-half (1.5) times the employee's annualized monthly base salary valued up to the next thousand dollars (e.g., if annualized wage equals \$21,100 then life insurance policy is valued at \$22,000) to a maximum policy of three hundred fifty thousand dollars (\$350,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

LAFCo pays one hundred percent (100%) of the life insurance premium on behalf of each regular employee.

LAFCo shall maintain the existing life insurance benefits. However, it is understood that insurance plan providers from time to time mandate changes in benefits and LAFCo has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

LAFCo reserves the right to eliminate or provide additional life insurance plans.

**G. Deferred Compensation**

A Deferred Compensation Program as established by LAFCo, is available to all employees employed in regular or limited term positions. Such programs are hereby incorporated by reference.

To encourage LAFCo employee participation in the deferred compensation program, LAFCo will contribute a dollar for dollar match up to a maximum of five dollars (\$5) a pay period to the deferred compensation account of any LAFCo employee who is actively enrolled in the deferred compensation program.

**H. Short Term Disability Insurance**

LAFCo participates in the State Disability Insurance program for employees and employees shall have deducted from their paychecks the cost of the State Disability Insurance program.

**I. Long Term Disability Insurance**

Employees in regular or limited term positions are eligible for long term disability insurance coverage for the employee beginning the first of the month following six (6) months of continuous service with LAFCo.

The long term disability insurance policy provides a replacement income benefit, generally and as described by the plan, of 60% of basic monthly earnings to a

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maximum benefit of \$12,000 of monthly base pay.

LAFCo pays one hundred percent (100%) of the long term disability insurance premium on behalf of each regular employee.

LAFCo shall maintain the existing long term disability insurance benefits. However, it is understood that insurance plan providers from time to time mandate changes in benefits and LAFCo has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

LAFCo reserves the right to eliminate or provide additional long term disability insurance plans.

**Section 4.9 Unemployment Benefits**

Employees are covered under the State of California Unemployment Insurance Benefits Program.

**Section 4.10 Pregnancy Leave**

- A. Eligibility: In accordance with applicable law and this policy, female employees are eligible for a leave of absence and/or transfer on account of pregnancy, regardless of length of service with LAFCo.
- B. Pregnancy Disability Leave

A woman is “disabled by pregnancy” if, in the opinion of her health care provider, she is unable to work at all or is unable to perform one or more of the essential functions of her job or to perform these without undue risk to herself, to the successful completion of her pregnancy, or to other persons.

Pregnancy disability leave is for any period(s) of actual disability caused by pregnancy, childbirth, or related medical conditions. Where medically advisable, pregnancy disability leave may be taken for a reasonable period of time, up to four months per pregnancy (eighty-eight workdays for a full-time employee). Employees who regularly work more or less than a 40-hour workweek are entitled to such leave on a pro rata basis.

- C. Leave Due to Normal Childbirth

Even if the employee is not disabled by pregnancy, childbirth, or related medical conditions, a pregnant employee is entitled to up to six weeks of leave for normal childbirth. Employees working more or less than a 40-hour workweek are entitled to such leave on a pro rata basis.



**ATTACHMENT B****D. Leave and Other Reasonable Accommodation Requests**

- (i) Pregnant employees should notify the Executive Officer as soon as possible regarding their intent/need to take a leave of absence due to pregnancy, childbirth, or related medical conditions. Such notice should specify the anticipated timing and duration of the leave.
- (ii) Where the need for a leave of absence is foreseeable, employees must provide such notice at least 30 days prior to the date the leave is to begin. Further, employees must consult with the Executive Officer regarding the scheduling of any planned medical treatment or supervision so as to minimize any disruption to LAFCo's operations. (Actual scheduling of the leave is subject to the approval of the employee's health care provider.)
- (iii) Where 30 days advance notice is not possible, notice must be given as soon as possible. However, LAFCo will not deny a pregnancy disability leave where the need for leave is an emergency or was otherwise unforeseeable.
- (iv) LAFCo shall respond to the leave request as soon as practicable and, in any event, no later than 10 calendar days after receiving the request. LAFCo shall attempt to respond to the leave request before the date the leave is due to begin. Once given, approval shall be deemed retroactive to the date of the first day of the leave.
- (v) Reasonable accommodation other than leave will be granted upon request. Such requests must be supported by a written certification from the employee's health care provider.

**E. Intermittent Leave**

Pregnancy disability leave need not be taken in one continuous block. It may be taken on an as-needed basis, intermittently or on a reduced work schedule.

**F. Temporary Transfers**

- (i) An employee may request a temporary transfer to a position with less strenuous or less hazardous duties when where the employee's health care provider certifies that such a transfer is medically advisable.
- (ii) Temporary transfers will be granted where appropriate and when LAFCo is able to reasonably accommodate the transfer, provided that the transfer would not require LAFCo to:
  - 1) Create additional employment;
  - 2) Discharge another employee;
  - 3) Transfer a more senior employee in order to make room for the pregnant employee's transfer; or

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- 4) Promote or transfer the employee or any other employee to a position for which he/she is not qualified.

**G. Certifications**

- (i) As a condition of taking a pregnancy disability leave or transfer, the employee must provide medical certification from her health care provider that she is disabled due to pregnancy, childbirth or related medical conditions and/or that a transfer to an alternative position is medically advisable.

- (ii) The medical certification should include:

The date on which the employee become disabled due to pregnancy or the date of the medical advisability for the transfer;

The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and

A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, to the successful completion of her pregnancy, or to other persons or a statement that, due to pregnancy, the transfer is medically advisable.

**H. Recertification**

Recertification may be required where additional time is requested.

**I. Fitness for Duty**

The employee must provide certification from her health care provider of her fitness for duty prior to being reinstated.

**J. Pay During Leave**

- (i) Pregnancy disability leave is unpaid leave. However, the employee may request or LAFCo may require that the employee use accrued sick leave to provide pay during the period of leave.
- (ii) An employee may also elect, at her option, to use accrued vacation or other accrued paid time off, if any, to provide pay during pregnancy disability leave.
- (iii) The employee may also be eligible to receive temporary disability insurance payments during her pregnancy disability leave, and to

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coordinate the use of any accrued sick leave and/or vacation to supplement temporary disability insurance payments.

**K. Reinstatement**

- (i) The employee is entitled to be reinstated to the same or a comparable position upon release to return to work by her health care provider.
  - 1) Where a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated by the date agreed upon, provided that the employee has provided medical certification of her fitness for duty.
  - 2) If the actual reinstatement date differs from the original agreement, the employee will be reinstated within two business days, where feasible, after the employee notifies LAFCo of her readiness to return and provides medical certification of her fitness for duty.
  - 3) Failure to return to work on the next work day following the expiration of pregnancy disability leave may be grounds for termination of employment.
- (ii) The employee is not, however, entitled to any greater right of reinstatement than she would have had if she had not taken leave. Thus, reinstatement to the “same position” may be denied if:
  - 1) For legitimate business reasons unrelated to the employee having taken a pregnancy disability leave or transfer, the employee would not otherwise have been employed in her same position at the time reinstatement is requested; or
  - 2) Each means of preserving the job or duties for the employee (such as leaving it unfilled or filling it with a temporary employee) would substantially undermine LAFCo’s ability to operate safely and efficiently.
- (iii) Also, the employee has no greater right to reinstatement to a “comparable position” or to other benefits and conditions of employment than an employee who has been continuously employed. Thus, reinstatement to a comparable position may be denied if:
  - 1) There is no comparable position open on the employee’s scheduled date of reinstatement or within 10 working days thereafter; or

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2) The pregnancy disability leave does not qualify as leave pursuant to the Federal Family and Medical Leave Act ("FMLA") and a comparable position is available, but filling the available position with the returning employee would substantially undermine LAFCo's ability to operate safely and efficiently.

(iv) In the event that the employee takes family and medical leave under the California Family Rights Act ("CFRA") following her pregnancy disability leave for the birth of her child, the employee's right to reinstatement shall be governed by the CFRA and LAFCo's Family and Medical Leave Policy rather than these provisions.

L. Seniority and Benefits

- (i) In general, employees taking pregnancy disability leave will be treated the same as other similarly situated employees taking disability leave.
- (ii) The employee returning from a pregnancy disability leave shall return with no less seniority than she had when the leave commenced for purposes of layoff, recall, promotion, job assignment, and seniority related benefits such as vacation.
- (iii) The employee shall retain employee status during the period of leave, and the leave shall not constitute a break in service for purposes of longevity and/or seniority.

M. Federal Family and Medical Leave

In accordance with the FMLA, LAFCo shall count each day of pregnancy disability leave against an eligible employee's entitlement to up to 12 weeks of federal family and medical leave under the FMLA.

N. Group Health Insurance

Pursuant to the FMLA, where an eligible employee is on pregnancy disability/FMLA leave, LAFCo will continue the employee's group health insurance coverage for up to a maximum of 12 weeks under the same terms and conditions as applied prior to the leave of absence.

- (i) In the event that the employee fails to return from leave, LAFCo may recover premiums it paid to maintain group health insurance coverage. (For details, see LAFCo's Family and Medical Leave Policy.)
- (ii) If the employee is not eligible for continued paid coverage or if coverage ceases after 12 weeks, the employee may continue group health insurance coverage pursuant to federal and state COBRA guidelines.
- (iii) LAFCo is not required to continue paying group health insurance premiums during pregnancy disability leave which does not also constitute FMLA leave.

**ATTACHMENT B****O. California Family and Medical Leave**

The right to take a pregnancy disability is separate and distinct from the right to take family and medical leave under the CFRA. Thus, at the end of the employee's period(s) of pregnancy disability, or at the end of four months pregnancy disability leave, whichever occurs first, an eligible employee may request to take up to 12 workweeks of CFRA leave in accordance with LAFCo's family and medical leave policy.

- (i) There is no requirement that either the employee or her child have a serious health condition or that the employee no longer be disabled by her pregnancy before taking CFRA leave for the birth of a child.
- (ii) Where the employee has used all four months of her pregnancy disability leave prior to the birth of her child, and her health care provider determines that a continuation of the leave is medically necessary, LAFCo may, but is not required to, allow the use of CFRA leave prior to the birth of a child.
- (iii) The maximum possible combined leave for pregnancy disability/FMLA and CFRA leave due to the birth of a child is four months and 12 workweeks.
- (iv) CFRA leave taken due to the birth of the employee's child must be concluded within one year of the child's birth. The basic minimum duration of such leave shall be two weeks, except that LAFCo will grant a CFRA leave of less than two weeks' duration on any two occasions within one year of the child's birth.

**Section 4.11 Administrative Leave**

A. In recognition that their responsibilities occasionally require work in excess of the normal 40 hour week, the ~~Executive Officer and the LAFCo Analyst position~~ Appendix B positions shall receive Administrative Leave benefit. This will be in lieu of any payment of overtime or compensatory time off for work performed in excess of 40 hours per week.

- (i) The above referenced full-time positions shall be granted eighty (80) hours of Administrative Leave effective July 1 of each year. Any employee incumbent in an eligible position for less than a full fiscal year shall be eligible for a pro-rata lump sum number of Administrative Leave hours at a rate of 3.0769 hours times the number of full pay periods remaining in the fiscal year. Employees working in regular positions on a less than full-time basis shall accrue Administrative Leave on a pro-rata basis, proportional to the number of authorized hours employed.
- (ii) Use of Administrative Leave is subject to approval of the Executive Officer. Administrative Leave may be taken in increments of not less than one (1) hour. In the event it is the Executive Officer's determination that

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an employee covered by this provision has worked an extraordinary number of hours over the forty (40) hour workweek, the Executive Officer may approve additional informal administrative leave for that employee.

- (iii) No eligible employee shall carry over Administrative Leave from one fiscal year to another. Employees who have unused Administrative Leave at the end of the fiscal year shall be paid for those remaining hours at the employee's base rate of pay in effect on the last pay period in the outgoing fiscal year in the following manner:
  - 1) Convert all unused Administrative Leave to their Retirement Health Savings Account in July of each year.
- (iv) Subject to advance approval by the Executive Officer, Administrative Leave may be taken at any time during the fiscal year, but must be taken within the fiscal year in which it is given. Administrative Leave may be used as sick leave, but only after all accrued sick leave has been exhausted.
- (v) No person shall be permitted to work for compensation for LAFCo in any capacity while on paid Administrative Leave.
- (vi) Any employee who separates from LAFCo employment shall not receive any compensation for any unused Administrative Leave.

**Section 4.12 Military Leave**

Military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees, who have been employed at least one year, are eligible for up to 30 days of paid leave for active duty training.

Employees on military leave will receive rights and benefits comparable to those they would receive under LAFCo's policies for other types of leave. Continuation of health insurance benefits is available based on the length of the leave and subject to the terms, conditions and limitations of the applicable plan for which the employee is otherwise eligible. Employees on leave for no more than 30 days will receive continued health insurance benefits but are responsible for paying their portion of the health care coverage continuation rights. Vacation, sick leave and holiday benefits will continue to accrue during any paid portion of a military leave of absence.

The federal Family and Medical Leave Act (FMLA) also entitles eligible employees to take leave for a covered family member's service in the Armed Forces. This policy supplements our FMLA policy and provides general notice of employee rights to this leave. Except as stated below, such rights and obligations for Servicemember FMLA

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are governed by our existing FMLA policy. Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state and local law. Servicemember FMLA provides eligible employees unpaid leave for any one, or combination, of the following reasons:

- A 'qualifying exigency' arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan: and/or
- To care for a covered family member who has incurred an injury or illness while in the Armed Forces provided that such injury or illness renders the family member medically unfit to perform duties of the member's office, grade, rank or rating and is certified by the servicemember's health care provider.

When leave is due because of a 'Qualified Exigency' concerning the military duty of a family member: an eligible employee may take up to 12 workweeks of leave during any 12-month period.

When leave is to care for an injured or ill servicemember: an eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the servicemember. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed 26 workweeks in a single 12-month period.

Where spouses are both employed by LAFCo, they may take up to, in aggregate, 26 workweeks of servicemember FMLA, provided that any portion of the aggregate leave that is not for care of a family servicemember does not exceed 12 workweeks.

In any case where it is foreseeable that an employee will need servicemember FMLA, that employee must provide notice of his or her intent to take leave as soon as reasonably possible and provide certification of either the 'qualified exigency' or family servicemember's need for care as soon as practicable.

## **Division 5. Salary Plan Administration**

### **Section 5.1 Pay for New Employees**

The Executive Officer or when appropriate the Commission shall appoint new employees to the appropriate salary for the position, as approved by the Commission in the budgetary process.

### **Section 5.2 Salary Plan**

- A. During the annual budget review and at other times deemed necessary, the Executive Officer shall submit for the Commission's consideration a proposed

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Salary Plan. Any COLAs awarded to employees will be part of the Salary Plan. (See **Appendix A, Salary Schedule.**)

- B. The Commission shall perform a written evaluation of the Executive Officer once a year per the LAFCo By-Laws as part of the budgetary process.
- C. The Executive Officer shall perform a written evaluation for employees once a year as part of the budgetary process. A successful review may result in a raise dependent upon the budgetary outcome and other Agency needs. LAFCo employees serve in an “at will” capacity; a satisfactory evaluation is not an assurance of continued employment.
- D. Eligible Employees in Appendix B, hired on the effective date of the resolution establishing personnel policies for LAFCo, shall still be eligible for the Salary Steps listed in Supplemental B.

**Section 5.3 Merit Increases within Grade**

- 1. Merit increases shall not be automatic, but shall be given only upon the recommendation of the department head.
- 2. The merit increase eligibility dates for all employees hired or promoted into classifications in this unit shall be the first day of the pay period following completion of 26 full pay periods.
- 3. The merit increase eligibility date for employees in regular positions shall be the first day of the pay period following completion of the number of full pay periods of service indicated as follows:

After	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Grade Steps	2	3	4	5

Employment beginning on the first working day of a pay period shall be considered as beginning on the first calendar day of that pay period. If the first working day is after the first Monday (Tuesday if Monday is a holiday) of the pay period, time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual.

Other than military leave, a leave-of-absence without pay exceeding seven (7) consecutive calendar days in a pay period shall defer a merit increase eligibility date by an amount equal to the number of pay periods during which the employee was on leave-of-absence without pay.



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4. An employee in a regular part-time position shall be treated identically to an employee in a regular full-time position except that merit increases shall be granted in the same proportion as hours of work relate to the hours of work of a regular full-time position.
5. Each merit increase within grade shall be accompanied by a performance evaluation documenting the satisfactory performance of the employee. The merit increase shall consist of one step on the salary range for the class.
6. An overall rating of either unacceptable or improvement needed requires a performance re-evaluation no later than four (4) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, the appointing authority must recommend action to be taken.
7. If, in the Executive Officer's judgment (or, as appropriate the Commission's judgment), the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an effort at improved performance might be productive, the Executive Officer (or, as appropriate the Commission) shall complete the structured merit rating and defer a decision regarding the merit increase. A merit increase decision may be deferred for any number of pay periods, not to exceed 13. A merit increase may be deferred only once for any given step on the grade for the class. The Executive Officer or, as appropriate, the Commission, may reopen the matter by submitting another merit rating and recommendation. An employee's merit increase eligibility date shall not be changed by any deferment.
8. If an employee's merit increase eligibility date is overlooked through an error and, upon discovery of the error, the employee is recommended for merit increase, the employee shall be compensated for the additional salary he or she would have received dating from the original merit increase eligibility date.

**Section 5.4 Longevity Compensation**

- A. Longevity Compensation provided to the Executive Officer:  
For the purposes of longevity, continuous service is defined as employment in a regular position which has not been interrupted by resignation, discharge, or retirement. The Executive Officer shall receive credit for prior years of longevity compensation service credit for employment with California cities, counties, joint power authorities, and other special districts as approved by the LAFCO Chairperson or his/her delegate. The LAFCO Executive Officer shall receive longevity compensation of:

2.5% increase upon completion of the following years of service:  
10 years, 15 years, 20 years, 25 years, 30 years, 35 years

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Longevity Compensation provided to other LAFCO regular employees: For the purposes of longevity, continuous service is defined as employment in a regular position which has not been interrupted by resignation, discharge, or retirement. Regular employees shall receive longevity compensation of:

2.5% increase upon completion of the following years of service  
10 years, 20 years, 25 years, 30 years

- B. Employees in part-time positions shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in a full-time position as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- C. Upon qualifying the longevity increase, any further pay increase shall be in addition thereto, and not restricted or reduced by any reason of the longevity increase.
- D. An employee who is laid off and subsequently re-employed in the same position within twenty-four (24) months by approval of the Executive Officer or when appropriate, the Commission will have continuous service credited to him or her for actual time worked prior to layoff for purposes of vacation and longevity pay eligibility

**Section 5.5 Overtime; CTO**

- A. "Overtime" Defined. Unless otherwise stated in a memorandum of understanding, "overtime" is all hours an overtime-eligible employee actually works over 40 in his or her work week. Overtime is compensated at 1.5 times the Fair Labor Standards Act regular rate of pay. Only actual hours worked shall be counted toward the 40-hour threshold for purposes of calculating FLSA overtime pay. No overtime shall be recorded or reported for less than 6 minutes of work.
- B. Failure to obtain preapproval prior to working overtime could subject the Employee to discipline.
- C. LAFCo has determined that certain classifications are exempt and not eligible for overtime in accordance with the Fair Labor Standards Act. Those classifications designed as exempt from overtime provisions are identified in Appendix B, List of Positions Exempt from Overtime Requirements.

**ATTACHMENT B****Section 5.6 Salary Payment Procedure**

- A. A pay period shall begin on a Sunday and end on a Saturday (14 days) and shall consist of eighty (80) working hours. Such pay periods will be as established by the Auditor-Controller. Employees shall be paid every other Friday.
- B. Compensation for each employee for whom compensation is established shall be paid out of the LAFCo fund upon certification from the Executive Officer that the employee has performed the services set forth in such certificates.
- C. When an employee separates from LAFCo and use of the regularly scheduled certification would create an inequitable delay, the Executive Officer or when appropriate the Chairperson, may immediately file a special payroll certification of such separation with the Auditor-Controller. The Auditor-Controller may draft a warrant for the period of time or day or both due such employee up to the time of separation.

**Section 5.7 Employee Recognition**

In addition to any other compensation provided to officers and employees of LAFCo, Commissioners and employees may be recognized for outstanding achievement and/or contributions towards excellence by adoption of the Commission. This recognition may be in the form of additional compensation, a gift certificate or gift.

**Section 5.8 Overpayments**

- A. This provision applies when the Auditor-Controller determines that an error has been made to either the employees earnings, taxes, deductions or accrued leaves. In such cases, LAFCo, for the purposes of future compensation, shall adjust such earnings, taxes, deductions or accrued leaves to the correct rate. The Auditor shall give written notice to the employee of the error. As used in this section:
  - (i) "Earnings" means the biweekly rate of pay.
  - (ii) "Taxes" means payment of Social Security (to applicable employees), Medicare or State Disability taxes; excluding federal and state withholding taxes.
  - (iii) "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation).
  - (iv) "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
  - (v) "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the

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reason, including but not limited to, administrative, clerical or system error.

- (vi) "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- B. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse LAFCo. The employee has the following options for reimbursement:
- (i) Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
  - (ii) Full payment by personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
  - (iii) For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  - (iv) A method mutually agreed upon by the employee and the Auditor-Controller.
- C. In the case of underpayment, LAFCo will pay the employee a one-time adjustment through payroll. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed by the employee and the Auditor-Controller.
- (i) Full payment through payroll adjustment if total amount of reimbursed does not exceed biweekly earnings.
  - (ii) Full payment by a personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
  - (iii) For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  - (iv) In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.
- D. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, LAFCo retains the right to exercise other legal means to recover the remaining amount owed.

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- E. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor's initial written notice to the employee shall be deemed waived and not reimbursable.
- F. The provisions of this section do not apply to grievance disputes which contend that LAFCo has underpaid by misapplying or incorrectly interpreting the terms of this or any other previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section.
- G. The provisions of this section only apply to errors involving earnings, taxes, deductions and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.

**Division 6. Retirement Benefits****Section 6.1 Retirement**

- A. Existing PERS Contract  
Subject to the terms of this section, the LAFCO will maintain its contract with the California Public Employees Retirement (PERS) and the benefits currently provided thereunder.
- B. PEPRA Tier  
Effective January 1, 2013 LAFCO implemented a new pension tier in accordance with and subject to the terms of the Public Employee Pension Reform Act of 2013. The new pension tier is referred to as the "PEPRA tier."
- C. PEPRA Basic Retirement Formula  
For employee required by law to participate in the PEPRA tier, the PEPRA established a pension formula of two percent (2%) of pensionable compensation for each qualifying year of service at the normal retirement age of 62 years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.
- D. Disputes Over PEPRA  
If an employee or any recognized employee association/union disputes the manner in which LAFCo applies the PEPRA tier to employees, neither the employee nor the employee association/union may submit the matter as a grievance under any LAFCo-adopted Grievance Procedure. If any term of this

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Personnel and Salary Resolution conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.

- E. Pre-PEPRA 2.7% at Age 55 Formula Tier  
LAFCo's contract with the Public Employees Retirement System provides Miscellaneous Retirement formula (2.7% @ age 55) for employees who are not required by law to participate in the PEPRA tier.

For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the twelve (12) consecutive month period immediately preceding retirement (or date of last separation from service if prior to prior to retirement) or any other period of twelve (12) consecutive months during the member's applicable service that the member designates.

- F. Phase Out of Employer Paid Member Contribution  
LAFCo pays to PERS eight percent (8%) of the employee's pensionable pay toward the employee Member Contribution for employees that are not members of the PEPRA, and reports to PERS the same as additional reportable compensation for pension calculations ("EPMC as reportable compensation").

Effective August 17, 2014 LAFCo shall no longer report the employer paid member contributions as additional reportable compensation.

Effective August 17, 2014 LAFCo payment of the employee's Member Contribution shall be reduced from eight percent (8%) to zero percent (0%) for the LAFCO Executive Officer and thereafter the LAFCO Executive Officer shall pay his/her own portion of the retirement costs. Effective August 17, 2014 LAFCo payment of the employee's Member Contribution shall be reduced from eight percent (8%) to four percent (4%) for all other employees and employees shall pay his/her own four percent (4%) of the retirement costs; the LAFCO payment of the employee's Member Contribution shall be further reduced to two percent (2%) and each employee shall pay his/her own six percent (6%) effective February 15, 2015; and shall be further reduced to zero percent (0%) effective June 21, 2015 and thereafter each employee shall pay his/her own portion of the retirement costs.

- G. Employee Payment of PERS Member Contributions.

1. PEPRA Member Contributions.

Members of the PEPRA tier will contribute toward the PEPRA tier employee contribution in an amount equal to not less than fifty percent (50%) of the normal cost of the new tier, as determined from time to time by PERS, or the amount of the contribution provided in this Personnel and

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Salary Resolution for members of the PEPRA tier, whichever is greater. Such contribution will be made by payroll deduction.

2. Non-PEPRA Member Contribution.

Employees subject to the Pre-PEPRA formulas described in paragraph **6.1.E** above will, through August 16, 2014 contribute zero percent (0%) of the applicable PERS member contribution by payroll deduction. Thereafter, employees shall be responsible for paying their own portion of the applicable PERS member contribution, except for any portion identified in paragraph **6.1.F** as an employer-paid contribution.

3. Employee Payment For Pre-PEPRA Formula Enhancement.

In January 2004, Solano County amended its contract with PERS to provide for the 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS (\$75,035,452). Solano County and its non-safety employees and their respective collective bargaining units agreed that such cost would be the responsibility of the employees. Solano County agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. Similarly, LAFCo employees were originally participants in that Solano County 2.7 @ 55 retirement formula and agree, in conjunction with the contracting by LAFCo with PERS, for the 2.7 @ 55 retirement formula for LAFCo employees to also subscribe to that exact same cost sharing. LAFCo employees will pay for the 2.7 @ 55 retirement formula enhancement, at the same amount and for the same duration, as do the mid-management employees of Solano County.

4. Pre-Tax Treatment PERS Member Contributions.

To the extent permitted by applicable law, employee contributions toward the Employee's and Employer's PERS contributions will be deducted on a pre-tax basis pursuant to and in accordance with section 414(h)(2) of the Internal Revenue Code.

## **Section 6.2 Social Security**

LAFCo employees opted out of the Section 218 Agreement with the Social Security Administration and do not receive work credit toward Social Security benefits through employment with LAFCo. Through September 27, 2014 in lieu of Social Security contributions, LAFCo will contribute the employer's normal rate as taxable cash back to the employee, and thereafter such contribution shall be discontinued.

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Employees do have coverage under Medicare in accordance with the provisions of law. This system requires contributions by both the employee and employer in accordance with schedules provided by the federal government.

**Section 6.3 Deferred Compensation**

LAFCo has established a 457 deferred compensation plan program through which employees can participate in a voluntary, payroll-deducted supplementary retirement program.

**Division 7. Tuition Reimbursement Program****Section 7.1 Objectives**

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in classroom courses which will educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs. While the Tuition Reimbursement Program is expected to enhance employee performance and professional abilities, LAFCo cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

**Section 7.2 Eligibility of Employees for Tuition Reimbursement**

Only full-time employees filing regular positions and who are performing their jobs satisfactorily are eligible to participate in the Tuition Reimbursement Program. Employees are not eligible for reimbursement if their educational costs are being defrayed by another agency such as the U.S. Veterans Administration, the California State Department of Veteran's Affairs or the Commission on Peace Officer Standards and Training.

**Section 7.3 Policy for Tuition Reimbursement**

- A. Courses must be related to the work of the employee's position or occupation in such a fashion that will offer substantial benefit to LAFCo.
- B. Each course must be taken on not more than fifty (50%) of LAFCo's time. Employees taking approved courses which encroach on their regular scheduled working hours shall be entitled to paid time off for such encroaching hours up to a total maximum amount of paid time off from work equal to fifty percent (50%) of the class time.
- C. Courses must be taken for credit; audited courses will not be reimbursed.
- D. Courses must be taken at accredited institutions. Correspondence courses from



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reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent him/her from attending local courses.

- E. Prerequisite courses for eligible courses or courses which are required for the completion of a specific program are also eligibility for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactory completed.
- F. Courses are not eligible for tuition reimbursement if they:
  - (i) Are taken to bring unsatisfactory performance up to an acceptable level.
  - (ii) Are taken to acquire skills or knowledge which the employee was deemed to have when appointed.
  - (iii) Duplicate in-service training which is available.
  - (iv) Duplicate training which the employee already had.
- G. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program.
- H. Reimbursements shall be subject to certification by the Executive Officer and subject to the approval of the Executive Officer or when appropriate the Commission.
- I. Request for reimbursement must be approved before the course is undertaken.
- J. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the same fiscal year in which the course is completed and documentation must be presented to the Executive Officer within ninety (90) calendar days after the course completion date.

**Section 7.4 Nature of Reimbursement**

- A. Reimbursement in the amount of fifty (50) per cent may be made for tuition, registration fees, laboratory fees, and required textbooks. Other related expenses and incidental costs are not reimbursable.
- B. Reimbursement shall be limited as follows:
  - (i) No employees shall be reimbursed for more than two (2) courses in a single semester or quarter.
  - (ii) The maximum reimbursement that may be received by any employee in one fiscal year shall be one thousand one hundred (\$1,100) dollars.

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- (iii) An employee shall be reimbursed for expenses totaling five (\$5.00) dollars or more for a single course. Expenses less than \$5.00 for a single course is not reimbursable.
- (iv) No employee shall be reimbursed for non-resident fees above the normal resident fees.

**Section 7.5 Procedure for Tuition Reimbursement**

- A. The employee shall request in writing to the Executive Officer or when appropriate the Chairperson, tuition reimbursement.
- B.
- C. The Executive Officer or when appropriate, the Chairperson shall either approve or deny the request based on the criteria set forth in this policy.
- D. Upon completion of an approved course, the employee shall provide proof of fees paid and grade achieved to the Executive Officer.
- E. The Executive Officer shall authorize the Auditor-Controller to issue a warrant to the employee for reimbursement.

**Section 7.6 Continued Service Requirement**

An employee must continue in a full-time position for one (1) year from the date of last receipt of a tuition reimbursement warrant. Failure to continue in service to LAFCo, through resignation or discharge, will result in the forfeiture of any tuition reimbursement payments received less than one (1) year prior to separation.

**Division 8. Expense Reimbursement Section****Section 8.1 Travel Expense**

- A. LAFCo will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Executive Officer.
- B. When approved, the costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by LAFCo. Employees are expected to limit expenses to the most economically reasonable amounts possible, subject to the Internal Revenue Service guidelines.
- C. The Executive Officer may approve reimbursement for other types of business related expenses which are in the best interest of LAFCo.
- D. Employees who are involved in an accident while traveling on business must promptly report the incident to the Executive Officer or when appropriate, the Chair of the Commission.

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- E. Abuse of the business travel expenses policy, including falsifying claims to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.
- F. LAFCo will adhere to the adopted Travel Policy of Solano County except the above items (A-E) will supersede any travel related policy of Solano County.

**Section 8.2 Other Expense Reimbursement**

LAFCo will reimburse employees for reasonable work-related expenses upon the approval of the Executive Officer. Such expenses may include:

- A. Meal costs for work-related meetings that run into meal times.
- B. LAFCo expenses advanced by the employee to cover cost when obtaining a warrant in advance is not practical.
- C. Other expenses that the Executive Officer determines were reasonably work-related.

**Division 9. Personnel Files****Section 9.1 General**

The LAFCo maintains a personnel file on each employee. An employee's personnel file shall contain only material that is necessary and relevant to the administration of LAFCo's personnel program. Personnel files are the property of LAFCo, and access to the information they contain is restricted.

**Section 9.2 Notifying LAFCo of Changes in Personal Information**

Each employee is responsible to promptly notify the LAFCo Clerk of any changes in relevant personal information, including (1) mailing address, (2) telephone number, (3) persons to contact in emergency, and (4) number and names of dependents.

**Section 9.3 Location of Personnel Files**

Personnel files shall be kept in a locked file cabinet in the Executive Officer's office.

**Section 9.4 Medical Information**

- A. SEPARATE CONFIDENTIAL FILES - All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with the Americans with Disabilities Act (42 U.S.C. section

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12112(d)(3)(b)) and the California Confidentiality of Medical Information Act (Cal. Civil Code section 56 et seq.), and any other applicable state or federal law.

- B. **INFORMATION IN MEDICAL FILES** - The LAFCo will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable the LAFCo to obtain certain medical information, the employee or applicant may need to sign an **AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION**.
- C. **ACCESS TO MEDICAL INFORMATION** - Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for LAFCo business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.
- D. The LAFCo will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an **AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION** in the form attached to this rule. The LAFCo will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the LAFCo will communicate those limitations to the person or entity to which it discloses the medical information.

**Section 9.5 References and Release of Information in Personnel Files**

- A. **PUBLIC INFORMATION** - Upon request, the LAFCo will release to the public information about its employees as required by the Public Records Act. The LAFCo will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy.
- B. **REFERENCE CHECKS** - All requests from outside the LAFCo for reference checks or verification of employment concerning any current or former employee must be referred to the Executive Officer. Information will be released only if the employee signs and **AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION**, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Department heads and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by Executive Officer on a case-by-case basis.
- C. **MEDICAL INFORMATION** - Medical information will be released only in accordance with the rules set out in subsection 4 above.

**ATTACHMENT B****Section 9.6 Employee Access to Personnel File**

- A. INSPECTION OF FILE - An employee may inspect his or her own personnel file, as defined in California Labor Code section 1198.5, at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the Executive Officer to arrange an appointment. The review must be done in the presence of the Executive Officer.
  
- B. COPIES - On request, an employee is entitled to receive a copy of any employment-related document he or she has signed. An employee who wishes to receive such a copy should contact Executive Officer or his/her designee. On request, the LAFCo will also provide an employee single copies of any other documents in his or her personnel file. The LAFCo may charge a reasonable fee for the copies these copies.

## **Position Description for LAFCo Executive Officer**

### **DEFINITION:**

Under policy direction of the Local Agency Formation Commission of Solano County (LAFCo), organizes, coordinates, and directs all LAFCo functions and activities, provides leadership, policy guidance, strategic direction, and day-to-day management of LAFCo; fosters cooperative working relationships with the Commission, the County of Solano, cities and special districts, the public and other agencies; performs related work as assigned.

The LAFCo Executive Officer is an “at-will” employee appointed by the LAFCo Commission. The LAFCo Executive Officer reports directly to the Commission and performs all duties necessary for the proper and efficient management of LAFCo as determined by the Commission and State Law.

### **EXAMPLES OF DUTIES:**

The following is used as a partial description and is not restrictive to duties required. Plans, organizes and directs the activities of LAFCo; develops goals, policies and work programs for LAFCo subject to Commission review, directs implementation of policies and procedures; evaluates programs, procedures and systems for overall effectiveness.

Receives and analyzes applications and petitions for LAFCo action; determines legal acceptability for filings; checks and certifies petitions; conducts complex analysis and prepares written reports and recommendations; attends all LAFCo meetings.

Represents LAFCo in various negotiations with other governmental agencies, property owners and consultants regarding the authority and functions of LAFCo and the policies, procedures and funding of LAFCo.

Prepares and administers LAFCo’s annual budget, serves as the LAFCo fiscal officer.

Works closely with and advises the Commission, staff, the County of Solano, cities, special districts, the public and other agencies to implement LAFCo programs and to ensure compliance with laws and local policies.

Reviews and authorizes personnel actions; evaluates the work of subordinate personnel; reviews work plans and progress reports and confers with staff to define and solve problems. Responsible for the efficient and effective performance of all contractors.

Represents LAFCo before the media, other agencies, and the public.

Actively participates in LAFCo related organizations and professional associations.

**QUALIFICATION GUIDELINES:**

## Knowledge Of:

Local Agency Formation Commission law, practices and procedures; principles and practices of organization, management, governmental budgeting, administrative analysis and personnel administration; urban planning practices and techniques; federal, state and local laws guidelines relating to environmental protection.

## Skills and Abilities In:

Planning, organizing, coordinating and directing LAFCo programs and activities.

Analyzing functional, organization and financial characteristics of local governmental agencies, evaluating alternatives, and recommending effective courses of action relating to LAFCo functions.

Interpreting, explaining and applying LAFCo law and policies and related state and federal laws.

Appointing, motivating and evaluating staff and providing for their training and professional development.

Representing LAFCo effectively in contacts with the public, the County of Solano and cities and special districts in the County, and other public agencies.

Promoting cooperative relationships with LAFCo constituent agencies and their staff, other public agencies, public groups concerned with LAFCo functions and operations.

## Supplemental Information:

Works primarily in an office environment but regular travel is required within Solano County.

**RECRUITING STANDARDS:**

## Education/Experience:

Graduation from an accredited college with a bachelor's degree in public administration, urban planning or a closely related field and five years of related experience in a professional capacity managing public programs and budgets involving multiple constituencies, or any combination of training and/or experience that could likely provide the desired knowledge, skills and abilities.

**OTHER REQUIREMENTS:**

Necessary Special Requirements: Possession of or the ability to obtain a valid unrestricted California driver license.

## **Position Description for LAFCo Deputy Executive Officer**

### **DEFINITION:**

Under direction of the LAFCO Executive Officer, performs complex professional work in support of LAFCO's statutory activities and on a variety of projects involving: research, data collection and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Solano County; responsible for a variety of specialized studies involving data collection and analysis, report preparation and public contact; performs as Clerk to the Solano County Commission, and; responsible day-to-day office procedures.

### **DISTINGUISHING CHARACTERISTICS:**

The LAFCO Deputy Executive Officer is a single-position management classification and an "at-will" management employee who performs all duties necessary for the proper and efficient management of LAFCO as determined by State Law, Solano LAFCO, and the Executive Officer. In the absence of the Executive Officer, the Senior LAFCO Analyst acts as the acting Executive Officer.

Responsibilities include developing and implementing policies and procedures for assigned programs, budget administration and reporting, and program evaluation. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines. The incumbent possesses specialized knowledge, including urban and regional planning, land development and environmental regulations.

The LAFCO Deputy Executive Officer differs from the LAFCO Executive Officer as the LAFCO Executive Officer has overall responsibility for all functions and activities of the LAFCO program under policy direction from the Commission.

### **TYPICAL TASKS:**

- Serves as assistant to the LAFCO Executive Officer and acts in place of the LAFCO Executive Officer in his or her absence.
- Ensures compliance with the California Environmental Quality Act (CEQA), reviews proposals for adequacy of environmental review documents; reviews and prepares comments on initial studies, negative declarations, and EIRs prepared by other agencies; and conducts initial studies, prepares and supervises the preparation of negative declarations and other environmental documents where LAFCO is the Lead Agency.
- Conducts analysis on a variety of special projects involving research, data collection and other tasks related to the operation of Solano County LAFCO; performs a variety of responsible and specialized technical



services involving administrative, planning, financial, legislative, and data analysis.

- Manages and conducts special studies involving inter-jurisdictional or inter-agency coordination, most of which is of a complex, controversial and politically sensitive nature.
- Monitors and evaluates local agencies, their service capabilities and proposals for changes or organization or jurisdictional boundaries.
- Reviews and analyzes proposals filed with LAFCO, conducts field investigations, makes recommendations and prepares and presents staff reports to Commission or LAFCO Executive Officer in written or oral form.
- Researches, analyzes and interprets information and data necessary to meet State law requirements and Solano County LAFCO policies and objectives.
- Manages contracts and consultants related to special studies.
- Makes verbal presentations and manages public participation/outreach processes relating to pending LAFCO proposals, studies, policies, and procedures; Interprets and explains governmental regulations, policies and procedures to the public, governmental agencies, subordinate staff and consultants.
- Executes the terms and conditions of LAFCO documents in accordance with determinations of LAFCO.
- Assists with Administrative functions, including the development of LAFCO budget, fee schedules, surveys, policies, procedure manuals, accepting of applications and notifications of public hearing.
- Maintains, revises, and interprets the LAFCO policies, procedures and maps.
- Advises management on the impact of new and proposed state and local legislation that pertains to LAFCO.
- Acts as a liaison between the Commission, the public, other governmental agencies, and organizations.
- Assists the Executive Officer in implementing Commission directions, policies and procedures, and in developing, tracking and managing the annual work program.
- Participates in LAFCO related organizations and professional associations; Participates and represents LAFCO on various committees and organizations;
- Performs other related duties as required.

**EMPLOYMENT STANDARDS:**

Sufficient training, education and experience that demonstrate the ability to perform the above tasks and possession of the knowledge and abilities listed below.

Four or more years of progressively responsible professional experience performing public sector planning, policy and program analysis. LAFCO work experience or working in a professional capacity in city or county planning or public administration is highly desirable.

A Master's degree in Public Administration or City and Regional Planning may be substituted for two (2) years of the required experience. A Master's degree in a closely related field (i.e. Business Administration) may be substituted for one (1) year of the required experience.

Possession of a valid California Driver's License prior to appointment.

**Knowledge of:**

- Local Agency Formation Commission laws, practices and procedures.
- Statutory purposes of LAFCO and state and local regulations relating to LAFCO; Principles and practices of public administration, urban and regional land planning and effective supervision and training;
- Public administration and management principles, including budget preparation and control and effective supervision and training;
- Federal, State and local laws and regulations relating to the organization, financing and functions of cities and special districts;
- Research, analysis, and statistical methods applicable to management analysis; Communication techniques required for gathering, evaluating and informing;
- State, local laws, and guidelines relating to environmental protection; Map reading.
- Computer applications used in city and regional planning, including Geographical Information Systems Software.

**Ability to:**

- Reason logically and creatively and utilize a variety of analytical techniques to resolve complex and specialized problems.
- Communicate and present concise, logical oral and written reports; Understand, interpret and apply laws, policies and procedures;
- Plan, organize and conduct work assignments under minimum direction

or independently and meet deadlines;

- Collect, interpret and evaluate data of a complex and specialized nature; Write clear and concise reports;
- Manage and coordinate large projects and studies;
- Gain and maintain the confidence and cooperation of those contacted during the course of work, especially in sensitive relationships with representatives of departmental and other outside groups;
- Supervise, train and evaluate the work of subordinate staff and consultants;
- Define problem areas; develop and evaluate alternatives;
- Represent LAFCO and or act as LAFCO spokesperson.

**Desirable Work Style and Personal Traits:**

- Possess a high degree of integrity, be facilitative rather than confrontational in nature, work well with peers and supervisors as well as with difficult and sensitive organizational issues.
- Possess a commitment to very high ethical standards and quality public services;
- An active listener, supportive team builder; has strong interpersonal and communication skills, and demonstrates an energetic work style;
- Embraces challenges, is objective, open minded, accountable, and is comfortable working in a complex political environment;
- Able to establish and maintain cooperative and effective working relationships with a variety of representatives of public and private organizations, members of boards and commissions, legislative representatives, and the public;
- Able to interact well and comfortably with individuals of diverse backgrounds;
- Able to approach challenges with confidence, and maintain positive, productive and ethical interaction with peers, the public, the Commission and elected officials, and;
- Maintain professional appearance.

## **Position Description for LAFCo Senior Analyst**

### **DEFINITION:**

Under general direction of the LAFCO Executive Officer, performs complex professional work in support of LAFCO's statutory activities and on a variety of projects involving: research, data collection and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Solano County; responsible for a variety of specialized studies involving data collection and analysis, report preparation and public contact; performs as Clerk to the Solano County Commission, and; responsible day-to-day office procedures.

### **DISTINGUISHING CHARACTERISTICS:**

The LAFCO Senior Analyst is an "at-will" management employee who performs all duties necessary for the proper and efficient management of LAFCO as determined by State Law, Solano LAFCO, and the Executive Officer. In the absence of the Executive Officer, the Senior LAFCO Analyst may act as the acting Executive Officer.

The LAFCO Senior Analyst works independently, reports to the LAFCO Executive Officer and provides direct assistance and input on policy development and program management. The LAFCO Senior Analyst is distinguished from the LAFCO Executive Officer in that the LAFCO Analyst acts as program manager and project coordinator to implement various components of the LAFCO work program whereas the LAFCO Executive Officer is responsible for the entire program. The LAFCO Senior Analyst: may supervise support staff; oversees consultants, and; provides administrative assistance to the Executive Officer as required. The incumbent possesses specialized knowledge, including urban and regional planning, land development and environmental regulations.

The LAFCO Senior Analyst position is distinguished from the LAFCO Analyst position by the requirement of advanced professional experience of high complexity and variety. The Senior Analyst performs complex analyses, research, and policy development and will routinely make presentations to the Commission and at other public meetings. Staff at this level exercise greater independence and judgment and have considerable latitude for the use of initiative and independent judgment.

### **TYPICAL TASKS:**

- Conducts analysis relating to the California Environmental Quality Act (CEQA) and on a variety of special projects involving research, data collection and other tasks related to the operation of Solano County LAFCO; performs a variety of responsible and specialized technical services involving administrative, planning, financial, legislative, and data analysis;

- Manages and conducts special studies involving inter-jurisdictional or inter-agency coordination, most of which is of a complex, controversial and politically sensitive nature;
- Monitors and evaluates local agencies, their service capabilities and proposals for changes or organization or jurisdictional boundaries;
- Reviews and analyzes proposals filed with LAFCO, conducts field investigations, makes recommendations and prepares and presents staff reports to Commission or LAFCO Executive Officer in written or oral form;
- Researches, analyzes and interprets information and data necessary to meet State law requirements and Solano County LAFCO policies and objectives;
- Manages contracts and consultants related to special studies;
- Makes verbal presentations and manages public participation/outreach processes relating to pending LAFCO proposals, studies, policies, and procedures; Interprets and explains governmental regulations, policies and procedures to the public, governmental agencies, subordinate staff and consultants;
- Executes the terms and conditions of LAFCO documents in accordance with determinations of LAFCO;
- May act in the Executive Officer's absence on a short-term basis.
- Assists with Administrative functions, including the development of LAFCO budget, fee schedules, surveys, policies, procedure manuals, accepting of applications and notifications of public hearing;
- Maintains, revises, and interprets the LAFCO policies, procedures and maps;
- Advises management on the impact of new and proposed state and local legislation that pertains to LAFCO;
- Acts as a liaison between the Commission, the public, other governmental agencies, and organizations;
- Assists the Executive Officer in implementing the Commission's directions, policies and procedures, and in developing, tracking and managing the annual work program.
- Participates in LAFCO related organizations and professional associations; Participates and represents LAFCO on various committees and organizations as required;
- Performs other related duties as required.
- Oversees the daily administration of LAFCO affairs in accordance with LAFCO and County of Solano policies and MOUs, including A/C receivable and payable, payroll.

**EMPLOYMENT STANDARDS:**

Sufficient training, education and experience that demonstrate the ability to perform the above tasks and possession of the knowledge and abilities listed below.

Four or more years of progressively responsible professional experience performing public sector planning, policy and program analysis. LAFCO work experience or working in a professional capacity in city or county planning or public administration is highly desirable.

A Master's degree in Public Administration or City and Regional Planning may be substituted for two (2) years of the required experience. A Master's degree in a closely related field (i.e. Business Administration) may be substituted for one (1) year of the required experience.

Possession of a valid California Driver's License prior to appointment.

**Knowledge of:**

- Local Agency Formation Commission laws, practices and procedures;
- Statutory purposes of LAFCO and state and local regulations relating to LAFCO; Principles and practices of public administration, urban and regional land planning and effective supervision and training;
- Public administration and management principles, including budget preparation and control and effective supervision and training;
- Federal, State and local laws and regulations relating to the organization, financing and functions of cities and special districts;
- Research, analysis, and statistical methods applicable to management analysis; Communication techniques required for gathering, evaluating and transmitting information;
- State and local laws and guidelines relating to environmental protection; Map reading;
- Computer applications used in city and regional planning, including Geographical Information Systems Software.

**Ability to:**

- Reason logically and creatively and utilize a variety of analytical techniques to resolve complex and specialized problems;
- Communicate and present concise, logical oral and written reports; Understand, interpret and apply laws, policies and procedures;

- Plan, organize and conduct work assignments under minimum direction or independently and meet deadlines;
- Collect, interpret and evaluate data of a complex and specialized nature; Write clear and concise reports;
- Manage and coordinate large projects and studies;
- Gain and maintain the confidence and cooperation of those contacted during the course of work, especially in sensitive relationships with representatives of departmental and other outside groups;
- Supervise, train and evaluate the work of subordinate staff and consultants;
- Define problem areas; develop and evaluate alternatives;
- Represent LAFCO and or act as LAFCO spokesperson.

**Desirable Work Style and Personal Traits:**

- Possess a high degree of integrity, be facilitative rather than confrontational innature, work well with peers and supervisors as well as with difficult and sensitive organizational issues;
- Possess a commitment to very high ethical standards and quality public services;
- An active listener, supportive team builder; has strong interpersonal and communication skills, and demonstrates an energetic work style;
- Embraces challenges, is objective, open minded, accountable, and is comfortable working in a complex political environment;
- Able to establish and maintain cooperative and effective working relationships with a variety of representatives of public and private organizations, members of boards and commissions, legislative representatives, and the public;
- Able to interact well and comfortably with individuals of diverse backgrounds;
- Able to approach challenges with confidence, and maintain positive, productive and ethical interaction with peers, the public, the Commission and elected officials, and;
- Maintain professional appearance.

## **Position Description for LAFCo Analyst I/II**

### **DEFINITION:**

The LAFCO Analyst I/II works under the direction of the Executive Officer with additional oversight provided by senior staff. The incumbent is principally tasked with performing data collection and associated analysis in assisting Solano LAFCO prepare various studies on local government as required under State law. The LAFCO Analyst I/II also serves as the Clerk to the Solano LAFCO and is responsible for carrying out day-to-day office procedures. The incumbent may provide supervision over clerical or technical support staff and is expected to collaborate and coordinate tasks with others within and outside of Solano LAFCO in meeting the position's duties.

### **DISTINGUISHING CHARACTERISTICS:**

The LAFCO Analyst I/II is an "at-will" employee who performs a wide range of entry-level to intermediate duties that include performing data collection and assisting in associated analysis in the preparation of studies required of Solano LAFCO under State law that culminate in making recommendations to the Commission on potential governmental reorganizations, boundary changes, and other related matters. The incumbent may also serve as a resource to the staff, committees, boards or commissions of other local agencies in Solano County as needed. Other pertinent characteristics include: providing administrative assistance to the Executive Officer, maintaining the LAFCO website, responding to public inquiries, organizing agency records, and working with Geographic Information Systems (GIS) to produce maps. Training will be provided, and as experience is gained, assignments may gradually become more complex and varied. Incumbents are expected to exercise considerable initiative and judgment in performing regular ongoing duties of the position.

The LAFCO Analyst I is the entry level class and is flexibly staffed to the Analyst II class; an employee in this classification initially works under close supervision completing less complex projects that are narrower in scope or specific portions of larger projects, progressing to general supervision as the incumbent becomes able to independently perform the full range of duties associated with this classification.

### **TYPICAL TASKS:**

- Conduct basic to intermediate research, data collection, and related analysis in evaluating local agencies and their governmental services in the preparation of municipal service reviews and related regional planning studies.
- Assist in various phases of processing application proposals for boundary changes, outside service extensions, and reorganizations of local government agencies including project initiation and completion, tracking and maintaining legal and policy deadlines, etc.
- Utilize a variety of computer software programs to prepare: charts, tables, spreadsheets, maps, diagrams, graphs, and reports.
- Respond to public inquiries while exercising independent judgement in providing information and/or referring questions to other staff.



- Consult with staff and representatives of other governmental agencies on programs, projects, or specialized assigned activities.
- Assist in the preparation of agendas and associated staff reports and organize and prepare Commission packet for distribution.
- Support for all Commission meetings including the posting of legal notices, agendas, and meeting materials; staff support during Commission meetings; preparing minutes and final meeting records; and tracking and maintaining legal or policy deadlines.
- Assist in making presentations before the Commission, other local agencies, and community groups.
- Support for Commission actions including reviewing resolutions and related documents for accuracy; and the distribution, recording, and filing of Commission actions.
- Maintain the LAFCO website.
- Administer the Fair Political Practices Commission (FPPC) regulations and disclosure documents and serve as LAFCO's filing officer.
- Maintain adequate office supplies inventories including submitting orders, providing price comparison, conducting product research, and providing recommendations when necessary.
- Provide administrative support such as processing time sheets, payroll/personnel transactions, claims and purchase order/requisitions; receiving monies; assisting in budget request preparation by researching and compiling information; establishing and documenting clerical operation and work methods procedures.
- Manage records and data files, including administrative records, project files, archive files, inventory and directories of local agencies, etc.

### **EMPLOYMENT STANDARDS:**

To qualify for this position, an individual must possess a combination of education and experience that would likely produce the required knowledge, skills, and abilities as detailed in this position description:

#### **Education/Experience:**

Bachelor's Degree from an accredited college or university with major course work in public or business administration, government, finance, economics, land use planning, public policy, urban studies, political science, graphic information system, or closely related field.

Analyst I - Experience: No direct experience is required, but experience in local government or land use planning is desirable.

Analyst II – Experience: One year of experience performing analysis work involving research and data collection, including the preparation of recommendations and reports, or one year of experience as a LAFCO Analyst I. Experience with geographic information systems is highly desirable, but not necessary.

**Knowledge of:**

- Advanced knowledge of Microsoft Word and Excel, and knowledge of other standard computer applications and software such as PowerPoint, Adobe, etc.
- Laws, regulations, and policies applicable to local government.
- Legislative and judicial analysis resources.
- Analytical techniques and practices to include administrative and statistical analysis, statistical report preparation, and graphic presentation of analysis.
- Basic city and county planning principles and practices.
- Budget preparation principles, practices, and techniques.
- Principles and practices of accounting, cost analysis, and fiscal management.
- Oral communication techniques to include presentations to groups of various sizes in a positive manner.
- Composition, spelling, grammar, vocabulary, and punctuation for both written and oral communications.
- Formats and appropriate terminology for written communications such as business correspondence, policies, procedures, and narrative reports.
- Basic mathematics for developing, preparing, and completing numerical, budgetary, and/or statistical reports.
- Best practices in office management, including filing and records retention.
- Skills in organizing work, setting priorities, meeting deadlines, and following assignments with minimum direction.

**Ability to:**

- Prepare and interpret a wide variety of maps, graphic illustrations, and land use data.
- Understand program objectives in relation to LAFCO's goals and procedures.
- Collect, compile, and analyze qualitative information.
- Research laws, regulations, procedures, and/or technical reference materials; analyze, evaluate, and interpret the data gathered; draw logical conclusions; develop reasonable and deliverable options; make appropriate recommendations; and implement the resultant change effectively.
- Understand, interpret, and apply applicable laws, regulations and policies, and use good judgement in their application.
- Prepare and present concise written reports and make verbal presentations.
- Prepare and monitor contracts according to Commission directives.
- Manage a variety of simultaneous work projects and carry them through successful completion.
- Prepare a variety of written communications to include reports, policies, procedures, and comprehensive narrative and statistical reports.

- Communicate information and ideas clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.
- Represent LAFCO in meeting with representatives from various public/non-public agencies and with the public.
- Maintain accurate records and document actions taken.
- Maintain confidentiality of records and information in compliance with laws and regulations.

**Desirable Work Style and Personal Traits:**

- Possess a high degree of integrity, works well with peers and supervisors as well as difficult and sensitive organization issues;
- Possess a commitment to very high ethical standards and quality public services;
- An active listener, supportive team member, and demonstrates an energetic work style;
- Embraces challenges, is objective, open minded, accountable, and is comfortable working in a complex political environment;
- Able to interact well and comfortably with individuals of diverse backgrounds;
- Able to approach challenges with confidence, and maintain positive, productive, and ethical interaction with peers, the public, the Commission and elected officials, and;
- Maintain a professional appearance.

**Special Requirements:**

- Possession of a valid California Driver's License prior to appointment.
- Required to work some extended hours to attend meetings or assist with presentations.

## **Position Description for LAFCo Office Administrator / Clerk**

### **DEFINITION:**

The LAFCO Officer Administrator/Clerk works under the direction of the Executive Officer, performs a wide range of administrative services in support of Solano Local Agency Formation Commission staff, and other related work as required. This person must have good knowledge of proper grammar, spelling, and punctuation and be an effective communicator both orally and in writing. This person should be able to independently learn and follow directions

### **GENERAL RESPONSIBILITIES:**

#### **Office Tasks**

- Maintains office services by organizing office operations and procedures, preparing payroll, controlling correspondence, designing and maintaining filing systems, reviewing and approving supply requisitions, and assigning and monitoring clerical functions.
- Assist Executive Officer in all administrative functions of the Commission, conducting research and analysis in support of, project processing, Municipal Services Reviews, Sphere of Influence reviews and special projects. Sort and distribute incoming mail and prepare outgoing mail (envelopes, packages, etc.)
- Undertake basic bookkeeping tasks, track project deposits, process vendor claims and purchasing card statements.
- Perform other office duties as assigned

#### **Clerk Tasks**

- Support for all Commission meetings including legal notice, agenda, meeting materials, staff support to Commissioners, preparing minutes and final meeting records in conjunction with Executive Officer.
- Project processing from initiation to completion. Follow up with applicants and complete final filing on Commission approved proposals.
- Maintain all Commissioner files. (Ethics training, Statement of Economic Interest ect...)
- Support for Commission actions including preparation of resolutions and related documents.
- Coordinate with Accountant to prepare and submit accounts payable, accounts receivable and payroll for LAFCo staff.

### **EMPLOYMENT STANDARDS:**

To qualify for this position, an individual must possess a combination of education and experience that would likely produce the required knowledge, skills, and abilities as detailed in this position description:

**Education/Experience:**

Bachelor's Degree from an accredited college or university with major course work in public or business administration, government, finance, economics, land use planning, public policy, urban studies, political science, graphic information system, or closely related field.

**Knowledge of:**

Must have strong analytical, communication and interpersonal skills. Five years of office experience preferred.

Must demonstrate expertise in:

- Computers and software programs typically used for data collection, retrieval and analysis, including but not limited to Word, Excel, PowerPoint, and Quick Books.
- Principles and practices relating to budget programs.
- Laws, regulations, and policies applicable to local government and meetings.

## **Position Description for LAFCo Project Specialist**

### **DEFINITION:**

The LAFCO Project Specialist position's primary function/role is to maintain a cycle of updated municipal service reviews, updated spheres of influence, and conduct regional service reviews and project reviews. This person will generally work independently with some collaboration when necessary. The position will be under the supervision of the Executive Officer and Deputy Executive Officer.

This individual must have a highly specialized understanding of agency municipal services, city and special district operations and functions, Cortese-Knox-Hertzberg legislation, and interagency cooperation. This person must be a well-rounded professional with exceptional technical and project management skills, and a proven ability to be able to be adaptable and innovative. This person will be expected to deliver high-quality, outstanding reports and projects.

### **GENERAL RESPONSIBILITIES:**

- Management-level understanding of how municipal services function and are financed.
- Familiarity with the Cortese-Knox-Hertzberg Act, the role and functions of LAFCOs, and the MSR/SOI Study process.
- Experience in governmental organization analysis, including performance measurement and evaluation.
- Ability to facilitate and synthesize input from a variety of sources, including archival research.
- Ability to interpret varied financial and planning documents.
- Experience in identifying and fostering multi-agency cooperation.
- Ability to conduct public input processes.
- Experience presenting and disseminating information to the Commission, local agencies, and the public for review and comment.
- Ability to work cooperatively with multi-agency interests on regional and complex projects.

### **Service Review/Sphere of Influence Updates**

- Obtain information about municipal services in a geographic area.
- Evaluate the provision of municipal services from a comprehensive perspective, including regional.
- Recommend actions when necessary, to promote the efficient provision of those services.

- Gather and obtain information and data for a municipal service review.
- Prepare and issue a draft service review report which includes draft determinations required by state law.
- Provide the technical expertise and administrative management to complete the final municipal service review.

### **EMPLOYMENT STANDARDS:**

To qualify for this position, an individual must possess a combination of education and experience that would likely produce the required knowledge, skills, and abilities as detailed in this position description:

#### **Education:**

Bachelor's Degree from an accredited college or university with major course work in public or business administration, government, finance, economics, land use planning, public policy, urban studies, political science, graphic information system, or closely related field.

#### **Experience:**

Must have strong analytical, communication, and written skills. Minimum 5 years of government agency experience at a management level.

Must demonstrate expertise in:

- Computers and software programs typically used for data collection, retrieval, and analysis; including but not limited to Word, Excel, and PowerPoint.
- Laws, regulations, and policies applicable to CKH/LAFCO law, special districts, and local government.
- Excellent written and oral communications, reports, and presentations.

## Appendix A – Salary Schedule

Classifications represented under this Personnel and Salary Resolution are:

- LAFCo Executive Officer
- LAFCo Deputy Executive Officer
- LAFCo Sr. Analyst
- LAFCo Analyst II
- LAFCo Analyst I
- LAFCo Office Administrator / Clerk
- LAFCo Project Specialist

1. The present monthly pay rate for represented classification is:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
LAFCo Office Administrator / Clerk	\$4,621.54	\$4,852.62	\$5,095.25	\$5,350.01	\$5,617.51
LAFCo Analyst I	\$5,620.52	\$5,901.55	\$6,196.63	\$6,555.49	\$6,883.26
LAFCo Analyst II	\$6,555.49	\$6,883.27	\$7,227.43	\$7,588.81	\$7,968.25
LAFCo Sr. Analyst	\$7,576.66	\$7,955.49	\$8,353.27	\$8,770.93	\$9,209.48
<u>LAFCo Project Specialist</u>	<u>\$10,103.41</u>	<u>\$10,608.58</u>	<u>\$11,138.58</u>	<u>\$11,695.51</u>	<u>\$12,280.28</u>
LAFCo Deputy Executive Officer	\$9,669.63	\$10,153.11	\$10,660.76	\$11,193.92	\$11,753.62
LAFCo Executive Officer					\$15,000.00





## **Appendix B – List of Positions Exempt from Overtime Requirements**

1. Executive Officer
2. LAFCo Deputy Executive Officer
3. LAFCo Senior Analyst
4. LAFCo Analyst I/II
5. LAFCo Officer Administrator / Clerk
6. LAFCO Project Specialist

### Employee Acknowledgement Form

I have received and read a copy of the Solano County LAFCo ("LAFCo") employee policy manual and understand all the policies, guidelines and procedures stated within. The guideline manual describes important information about LAFCo, and I understand that I should consult the LAFCo Executive Officer regarding any questions I might have. I have entered into my employment relationship with LAFCo voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or LAFCo can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law. Furthermore, I acknowledge that this manual is not a contract of employment.

Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions to the manual may occur, except to LAFCo's policy of employment-at-will. I understand that LAFCo reserves the right to modify, supplement or rescind any or all of its policies whenever it deems necessary or useful to do so, at any time with or without notice.

\_\_\_\_\_  
EMPLOYEE'S NAME (printed)

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
Date