PLANNING COMMISSION
Anthony Adams, Chair
Angel Borja
Albert Enault
Jessie Pooni
Vinay Tewari

PLANNING COMMISSION MEETING

Second and Fourth Tuesday
Every Month

A G E N D A

REGULAR MEETING OF THE CITY OF SUISUN CITY
PLANNING COMMISSION
TUESDAY, MARCH 8, 2022
6:30 P.M.

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

NOTICE
Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Planning Commission meeting includes teleconference participation by Commissioners Angel Borja, Albert Enault, Jessie Pooni, Vinay Tewari and Chair Anthony Adams. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585

PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES IF NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

THE PLANNING COMMISSION HAS RESUMED IN-PERSON MEETINGS IN ADDITION TO ZOOM. A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT clerk@suisun.com OR 707 421-7302.

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
***MEETING ID:* 834 2556 2844**

CALL IN PHONE NUMBER: (707) 438-1720

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

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE PLANNING COMMISSION MEETING BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6 pm) OR VIA WEBSITE OR PHONE APPLICATION, ZOOM

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

(Next Resolution No. PC 22–01)

ROLL CALL
Planning Commissioners
Pledge of Allegiance
Invocation

CONFLICT OF INTEREST NOTIFICATION

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

REPORTS: (Informational items only.)

1. City Manager/Staff

PRESENTATIONS/APPOINTMENTS

2. Election of Chairperson and Vice-Chairperson

CONSENT CALENDAR

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

3. Planning Commission Approval of the Minutes of the Regular Meeting of the Suisun City Planning Commission held on January 11, 2022 - (Pock: dpock@suisun.com).

PUBLIC COMMENTS

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

PUBLIC HEARING

4. Request to Establish a Retail Cannabis Dispensary and Delivery Business at 300 Railroad Avenue (APN: 0037-160-100) – (Kearns: jkearns@suisun.com).

   Resolution No. PC22-___, A Resolution of the Planning Commission of the City of Suisun City Recommending City Council Approval of a Development Agreement, Commercial Cannabis Business Permit, and Cannabis Business Zone for a Retail Cannabis Dispensary and Delivery Business at 300 Railroad Avenue (APN: 0037-160-100).

GENERAL BUSINESS

5. Accept 2021 Annual Progress Report Suisun City General Plan/Housing Element – (Kearns: jkearns@suisun.com).

REPORTS: (Informational items only.)

6. a. Commission Members
   b. Commission Chairperson

ADJOURNMENT

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council/Commissions, are available for public review at least 72 hours prior to a Council /Agency/Authority/Commission Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority/Commission meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The City may charge photocopying charges for requested copies of such documents. Assistive listening devices may be obtained at the meeting

PLEASE NOTE:

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

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of March 8, 2022 was posted and available for review, in compliance with the Brown Act.

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PLANNING COMMISSION
Anthony Adams, Chair
Angel Borja
Albert Enault
Jessie Pooni
Vinay Tewari
Vacant
Vacant

PLANNING COMMISSION MEETING

Second and Fourth Tuesday
Every Month

M I N U T E S

REGULAR MEETING OF THE CITY OF SUISUN CITY

PLANNING COMMISSION

TUESDAY, JANUARY 11, 2022

6:30 P.M.

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

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(Next Resolution No. PC 22–01)

ROLL CALL

Chair Adams called the meeting to order at 6:30 p.m. with the following Planning Commissioners present:

Present: Borja Enault, Pooni, Adams
Absent: Tewari

Pledge of Allegiance was led by Commissioner Enault.

Invocation was given by City Manager Folsom.

Commissioner Tewari arrived at 6:35 p.m.

CONFLICT OF INTEREST NOTIFICATION NONE

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

REPORTS: (Informational items only.)

1. City Manager/Staff

   City Manager Folsom reminded everyone of the STA Ribbon Cutting tomorrow at 4:00 pm.

   Senior Planner Kearns reported the City Council will consider the adoption of an Ordinance reducing the number of Planning Commissioners from seven to five at next Tuesdays council meeting.

PRESENTATIONS/APPOINTMENTS NONE

CONSENT CALENDAR

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

2. Planning Commission Approval of the Minutes of the Regular Meeting of the Suisun City Planning Commission held on December 14, 2021 - (Pock: dpock@suisun.com).

   Motioned by Commissioner Borja and Seconded by Commissioner Tewari to approve the Consent Calendar.

   AYES: Borja Pooni, Tewari, Adams
   NOES: None
   ABSTAIN: Enault

PUBLIC COMMENTS

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

Steve Olry commented on planning commission having no focus on making money and balancing budget. Focus is on low-income housing.

George Guynn commented on rich communities not having low-income housing and how Suisun City should not have low-income housing because there's more expense than revenue.

PUBLIC HEARING NONE

GENERAL BUSINESS

3. Planning Commission Study Session on Housing and Safety Element Updates of Suisun City General Plan – (Kearns: jkearns@suisun.com).

   Senior Planner Kearns introduced PlaceWorks consultants who provided a presentation on the Housing Element Update. Amy Sinsheimer, Senior Consultant, presented the Housing Element and Jacqueline Protsman Rohr, Associate, provided a presentation on the Safety Element, a mandatory part of the General Plan

   The PlaceWorks consultants responded to Commissioner comments and questions.

   Public Comments:

   George Guynn commented that we're getting away from both parties agreeing and the government deciding everything.

   Steve Olry commented the presentation was state propaganda and for the last 10-15 years we had high density and low income property. Suisun City recently lost 5 ½ acres exempt from property taxes.

   Donna LeBlanc was curious about housing regulations, what's going to happen when we don't have property to convert to high density housing? Are we going to be exempt from having to follow regulations? Does it mean we're going to start rezoning commercial properties to housing properties?

REPORTS: (Informational items only.)

4. a. Commission Members

   Commissioner Enault commented the Housing Element is a significant document that affects what we can and cannot do in the city. The city needs to comply with state law. The Planning Commission reviews whatever development proposals are submitted by private developers.

   b. Commission Chairperson

   Chair Adams thanked City Manager Folsom and Senior Planner Kearns for putting together the presentation. The RHNA numbers were not met and because of that we are subject to all of the state laws that require us to meet our RHNA numbers. We are a General Law City, we can only do things that the State allows us to do. They took all of our redevelopment money, and they can stop us from issuing permits. We are going to find our way within the guidelines and do what is best for our city.

ADJOURNMENT

There being no further business the meeting was adjourned at 7:41 pm.

_____

Donna Pock, CMC
Deputy City Clerk

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Planning Commission Agenda Report Meeting Date 3/8/2022

Files: CBZ 21/22-001; DA 21/22-001

DATE: 3/8/2022

TO: PLANNING COMMISSION

FROM: John Kearns, Senior Planner (707.421.7337, jkearns@suisun.com)

RE: Request to Establish a Retail Cannabis Dispensary and Delivery Business at 300 Railroad Avenue (APN: 0037-160-100)

A. Resolution No. PC22-___, A Resolution of the Planning Commission of the City of Suisun City Recommending City Council Approval of a Development Agreement, Commercial Cannabis Business Permit, and Cannabis Business Zone for a Retail Cannabis Dispensary and Delivery Business at 300 Railroad Avenue (APN: 0037-160-100)

SUMMARY

The applicant, Element 7, intends to operate a (Cannabis) Type 10 Storefront Retailer License with delivery services at 300 Railroad Avenue. The project is proposed to include two phases, the first of which includes utilizing the existing building on-site before ultimately constructing a new building on-site which will be a second phase. Only the first phase is being considered at this time.

Recommendation: Planning staff recommends adoption of Resolution No. PC22-___; A Resolution of the Planning Commission of the City of Suisun City Recommending City Council Approval of a Development Agreement, Commercial Cannabis Business Permit, and Cannabis Business Zone for a Retail Cannabis Dispensary and Delivery Business at 300 Railroad Avenue (APN: 0037-160-100).

Proposed Motion: I move that the Planning Commission adopt Resolution No. PC22-___, A Resolution of the Planning Commission of the City of Suisun City Recommending City Council Approval of a Development Agreement, Commercial Cannabis Business Permit, and Cannabis Business Zone for a Retail Cannabis Dispensary and Delivery Business at 300 Railroad Avenue (APN: 0037-160-100).

BACKGROUND/DISCUSSION

The City (Planning Commission and City Council) has discussed cannabis regulations, appropriate tax rates, and user fees on several occasions over the past few years. Below is a condensed timeline which shows key discussions and milestones since beginning the discussion in March 2017:

- March 21, 2017 – First City Council Briefing and Policy Discussion.
- June 7, 2017 – Cannabis Policy Community Meeting.
- May 29, 2018 - City Council adopted Ordinance No. 750, adding Chapter 18.49 (“Cannabis Regulatory Program”) to the Suisun City Code (SCC).

- November 26, 2019 – City Council set applicable tax rates for cannabis related activities with the passage of Resolution 2019-120.
- December 3, 2019 – City Council directed staff to prepare amendments to Chapter 18.49 that would expand opportunities for retail storefronts and various text amendments.
- December 17, 2019 – City Council amended Master Fee Schedule which included cannabis application fee and Commercial Cannabis Business Permit fee increases.
- January 9, 2020 to May 7, 2020 – Request for Applications (RFA) period for up to three retail storefronts.
- January 28, 2020 – Staff held a cannabis applicant workshop at Suisun City Hall.
- March 17, 2020 – City Council adopts Ordinance No. 768 which increased the number of retail storefront locations from one to three and expanded the eligible zoning districts.
- November 24, 2020 – City Council discussion and direction regarding application submitted through the city's second Request for Applications (RFA) process.

As a result of the direction provided by the City Council on November 24, 2020 (unanimous direction to work with Element 7), staff began working with Element 7 in preparing a package for Planning Commission and City Council consideration including a development agreement and establishment of a Cannabis Business Zone.

ANALYSIS

The project proposes utilizing the existing retail storefront, formerly office space, of 1,717 square feet fronting onto Railroad Avenue with a future second phase of potentially constructing a new building on-site which would replace the existing structure. Phase 1 is proposed to include 26 vehicular parking spaces and access would be to and from Railroad Avenue. Due to concerns raised at the November 24, 2020, City Council meeting regarding access, the applicant contracted with W-Trans to complete a focused traffic study. The report is included as Attachment 3 of this staff report. Staff has also included a redacted copy of the retail storefront application for reference as Attachment 2. The application includes information on the applicant, including other licenses they currently hold, and how they intend to operate at the proposed location.

General Plan and Zoning

General Plan

The General Plan emphasizes economic development by "enhancing the City's long-term fiscal sustainability" [Goal ED-4]. The establishment of this specific use is expected to generate substantial tax revenues for the City. It is anticipated the City will receive a 7% tax on gross receipts and $2 per square foot.

Zoning

In 2018, the City established the Cannabis Regulatory Program through Ordinance No. 750. This set an initial framework for allowable cannabis uses in certain parts of the city. As other elements of the city's program were coming together, an Ad Hoc Committee consisting of Councilmember Wanda Williams and former Councilmember Anthony Adams was formed to work through any remaining issues and move the program forward. During this process, the Ad Hoc discussed several amendments to the code. They ultimately supported expanding the total number of retail dispensaries to three and increasing the allowable zoning districts certain cannabis activities would be allowed to operate within. This culminated with the passage of Ordinance No. 768 in March of 2020.

Development Agreement and Conditions of Approval

Per Section 18.49.070, the presence of a Cannabis Business Zone requires the processing of a Development Agreement. As a part of the Development Agreement, staff has prepared conditions of approval, attached as Exhibit C to the Development Agreement. These were developed following a close analysis of the project and several discussions with the applicant. The provisions of the Development Agreement are consistent with the City's Cannabis Regulatory Program addressing conditions such as the term and renewal of the cannabis operation, fiscal exactions, assignment responsibilities, and annual review standards.

CEQA Review

Subsequent to the filing of the Project Applications, the City performed a preliminary environmental assessment pursuant to the requirements of the California Environmental Quality Act (California Public Resources Code section 21000, *et seq*.) and the Guidelines thereunder (14 California Code of Regulations section 15000, *et seq*.) (collectively, **"CEQA"**), and determined the Project Approvals were subject to exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities).

NEXT STEPS

Following the action of the Planning Commission, staff will take an item to the City Council (including the Commission's recommendation) for consideration of the requested entitlements. If approved by the City Council, the applicant would then submit construction drawings for any tenant improvements or site work. The applicant would still need to submit a license application to the California Department of Cannabis Control.

PUBLIC CONTACT

The agenda was posted on the Suisun City website, mailed to property owners within 600 feet of the subject parcel and four signs were affixed to the perimeter fence of the property. As of the date of this report, no additional inquiries regarding this item had been received by City staff.

DISTRIBUTION

Internal

- PC Distribution
- City Manager Greg Folsom
- Development Services Director Jim Bermudez
- Senior Planner John Kearns

External

- City Website https://www.suisun.com/planning-commission/

ATTACHMENTS

1. PC 22-__: A Resolution of the Planning Commission of the City of Suisun City Recommending City Council Approval of a Development Agreement, Commercial Cannabis Business Permit, and Cannabis Business Zone for a Retail Cannabis Dispensary and Delivery Business at 300 Railroad Avenue (APN: 0037-160-100).

Exhibit A: Project Plans
Exhibit B: Cannabis Business Zone Overlay
Exhibit C: Development Agreement

2. Element 7 – Retail Storefront Application - (Redacted). Due to the size of this attachment it can be found online at https://www.suisun.com/wp-content/files/March_8_2022_-_Element_7_Attachment_2.pdf; or in the City Clerk's Office.

3. Focused Traffic Study, W-Trans

4. PowerPoint Presentation

RESOLUTION NO. PC 22-

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SUISUN CITY RECOMMENDING CITY COUNCIL APPROVAL OF A DEVELOPMENT AGREEMENT, COMMERCIAL CANNABIS BUSINESS PERMIT, AND CANNABIS BUSINESS ZONE FOR A RETAIL CANNABIS DISPENSARY AND DELIVERY BUSINESS AT 300 RAILROAD AVENUE (APN: 0037-160-100).

WHEREAS, Element 7 (hereinafter referred to as Applicant) filed an application with the City of Suisun City in response to the City of Suisun City's second Request for Applications; and

WHEREAS, the City Council of the City of Suisun City did direct staff to work with the applicant as a result of a discussion and direction item held on November 24, 2020; and

WHEREAS, the public notice was published in the Daily Republic on February 23, 2022; and

WHEREAS, Applicant has met all applicable requirements under State law and City ordinances related to this development plan; and

WHEREAS, a report by the City Staff was presented and made a part of the recommendations of said meeting; and

WHEREAS, the Planning Commission is required to make a recommendation to the Suisun City Council on this Project including the proposed Project Plans (Exhibit A), Cannabis Business Zone (Exhibit B), and; Development Agreement (Exhibit C); and

WHEREAS, the Planning Commission of the City of Suisun City did conduct on March 8, 2022, a properly noticed public hearing pursuant to Government Code Section 65090 and has considered all written and verbal testimony presented during the hearing; and

NOW, THEREFORE, BE IT RESOLVED THAT the Planning Commission of the City of Suisun City does hereby recommend City Council Approval of a Development Agreement, Commercial Cannabis Business Permit, Cannabis Business Zone, at 300 Railroad Avenue (APN: 0037-160-100) subject to the following findings:

A. Subsequent to the filing of the Project Applications, the City performed a preliminary environmental assessment pursuant to the requirements of the California Environmental Quality Act (California Public Resources Code section 21000, *et seq*.) and the Guidelines thereunder (14 California Code of Regulations section 15000, *et seq*.) (collectively, **"CEQA"**), and determined the Project Approvals were subject to exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities).

B. The Planning Commission recommended approval of the subject entitlements subject to the below criterion:

1. That the establishment, maintenance or operation of a use or building applied for are in conformity to the General Plan for the City with regard to circulation, population densities and distribution, design, and/or other aspects of the General Plan considered by the Development Services Director to be pertinent;
2. That adequate utilities, access roads, pedestrian and bicycle access, drainage, parking, and/or other necessary facilities have been or are being provided;
3. That the applicant exhibits proof that such use will not, under the circumstances of the particular case, constitute a nuisance or be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in or passing through the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city, provided that if any proposed building or use is necessary for the public health, safety or general welfare, the finding shall be to that effect.
4. That the proposed use conforms with all relevant federal, state, and local laws and regulations.

The forgoing motion was made by Commissioner _____ and seconded by Commissioner _____ and carried by the following vote:

AYES: Commissioners:
NOES: Commissioners:
ABSENT: Commissioners:
ABSTAIN: Commissioners:

WITNESS my hand and the seal of said City this 8th day of March 2022.

_____
Commission Secretary

ELEMENT 7 - SUISIN CITY

General Notes:

ALL WORK SHALL BE DONE TO THE HIGHEST STANDARDS OF CRAFTSMANSHIP AND BEST TRADE PRACTICES. ALL WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH ALL APPLICABLE NATIONAL, STATE AND/OR LOCAL CODES, LAWS AND ORDINANCES, RULES AND REGULATIONS. REFERENCES TO "CODE" OR TO "BUILDING CODE" NOT OTHERWISE IDENTIFIED SHALL MEAN THE CALIFORNIA BUILDING CODE, LATEST ADOPTED EDITION, TOGETHER WITH ADDITIONS, AND IN EFFECT ON THE DATE OF PERMIT ISSUANCE. NOTHING IN THE DRAWINGS IS TO BE CONSTRUED AS OR PERMITTING WORK THAT IS CONTRARY TO THESE RULES, REGULATIONS, AND CODES.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS WITH THOSE AT THE SITE. WRITTEN DIMENSIONS ARE TO BE USED, DO NOT SCALE PLANS. ANY VARIATION WHICH REQUIRES PHYSICAL CHANGE SHALL BE BROUGHT TO THE ATTENTION OF ARCHITECT BEFORE PROCEEDING. NOTIFY ARCHITECT BEFORE PROCEEDING WITH THE WORK IF DISCREPANCIES, INCONSISTENCIES OR UNANTICIPATED CONDITIONS ARE ENCOUNTERED.

PROVIDE REINFORCED BACKING AT WALLS & CEILINGS AS REQUIRED TO SUPPORT ALL EQUIPMENT, FIXTURES, FURNISHINGS, ETC. TO BE ATTACHED TO FRAMING.

SEAL ALL PENETRATIONS AT FIRE & SOUND RATED PARTITIONS W/ APPROVED SYSTEMS TO MAINTAIN REQUIRED RATINGS.

PROVIDE FIRE RATED GYP. BD. ENCLOSURE AT ALL RECESSED FIXTURES TO MAINTAIN REQUIRED RATINGS.

CONTRACTOR SHALL PROVIDE ACCESS PANELS REQUIRED BY THE PLUMBING, AIR CONDITIONING AND OTHER INSTALLERS, AS REQUIRED BY CODE. ANY ACCESS PANEL IN A FIRE RATED WALL OR CEILING SHALL HAVE SAME FIRE RATING AS THE WALL OR CEILING IN WHICH THEY OCCUR.

STRUCTURAL AND FIRE RESISTIVE INTEGRITY SHALL BE MAINTAINED AT PENETRATIONS FOR MECHANICAL, PLUMBING, ELECTRICAL AND COMMUNICATIONS PIPE, DUCT AND CONDUIT.

PROVIDE FIRE BLOCKING AT FLOOR, CEILING AND MID-HEIGHT OF WALLS OVER 10'-1".

STUCCO, PLASTER AND GYPSUM BOARD SHALL TERMINATE WITH A "J" MOLDING WHERE EDGE IS EXPOSED UNLESS OTHERWISE NOTED.

DOOR HARDWARE SHALL BE LEVER TYPE.

PROVIDE ATTIC ACCESS NOT LESS THAN 22"x30". MIN. 30" UNOBSTRUCTED HEADROOM IN THE ATTIC SPACE SHALL BE PROVIDED AT OR ABOVE THE ACCESS OPENING.

STAIR HANDRAILS SHALL BE PLACED NOT LESS THAN 34" NOR MORE THAN 38" ABOVE LANDING AND THE NOSING OF THE TREADS. THEY SHALL BE CONTINUOUS FOR THE FULL LENGTH OF THE STAIRS AND THE ENDS SHALL BE RETURNED. HAND GRIP PORTION OF HANDRAILS SHALL BE NOT LESS THAN 1¼" NOR MORE THAN 2" IN CROSS-SECTIONAL DIMENSION AND HAVE A SMOOTH GRIPPING SURFACE. A SPACE OF NOT LESS THAN 1½" SHALL BE PROVIDED BETWEEN THE WALL AND THE RAIL.

GUARDRAIL TO BE MINIMUM 42" HIGH, NO OPENING OVER 4". TRIANGULAR OPENINGS FORMED BY THE RISE, TREAD AND BOTTOM ELEMENT OF A GUARDRAIL AT THE SIDE OF A STAIRWAY MAY BE OF SUCH SIZE THAT A SPHERE 6" IN DIA. CANNOT PASS THROUGH.

ALL EGRESS WINDOW SILLS IN HABITABLE AREAS TO HAVE MAX. SILL HEIGHT OF 44". WINDOWS MUST HAVE MIN. 5.7 S.F. OF OPENABLE AREA, MIN. CLEAR WIDTH OF 20" AND MIN. CLEAR HEIGHT OF 24". CONTRACTOR TO VERIFY WINDOW UNITS MEET EGRESS REQUIREMENTS PRIOR TO INSTALLATION.

WHERE THE OPENING OF THE SILL PORTION OF AN OPERABLE WINDOW IS LOCATED MORE THAN 72" ABOVE THE FINISHED GRADE OR OTHER SURFACE BELOW, THE LOWEST PART OF THE CLEAR OPENING OF THE WINDOW SHALL BE A MINIMUM OF 24" ABOVE THE FINISHED FLOOR SURFACE OF THE ROOM IN WHICH THE WINDOW IS LOCATED. GLAZING BETWEEN THE FLOOR AND A HEIGHT OF 24" SHALL BE FIXED OR HAVE OPENINGS SUCH THAT A 4" DIAMETER SPHERE CANNOT PASS. OR PROVIDE WINDOW GUARDS IN COMPLIANCE WITH ASTM F 2006 OR F 2090. CBC 1405.13.2.

Abbreviations:

&	AND	HORIZ.	HORIZONTAL
L	ANGLE	HGT.	HIEGHT
@	AT	I.D.	IINSIDE DIAMETER
C	CENTER LINE	INSUL.	INSULATION
∅	DIAMETER	INT.	INTERIOR
#	POUND OR NUMBER	IRRIG.	IRRIGIGATION
ACCOUS.	ACCOUSTICAL	JT.	JOINT
ADJ.	ADJUSTABLE	LAM.	LAMINATED
ALUM.	ALUMINUM	LAV.	LAVITORY
APPROX.	APPROXIMATE	MAX.	MAXIMUM
ARCH.	ARCHITECTURAL	M.B.	MACHINE BLOT
BD.	BOARD	MECH.	MECHANICAL
BITUM.	BITUMINOUS	MFR.	MANUFACTURER
BLDG.	BUILDING	MIN.	MINIMUM
BLK.	BLOCK	MISC.	MISCELLANEOUS
BLKG.	BLOCKING	M.S.	MUD SILL
CAB.	CABINET	MTD.	MOUNTED
C.B.	COLUMN BASE	NO.	NORTH
CEM.	CEMENT	N.I.C.	NOT IN CONTRACT
CLG.	CEILING	N.T.S.	NOT TO SCALE
CKLG.	CAULKING	O.C.	ON CENTER
CLR.	CLEAR	O.D.	OUTSIDE DIAMETER
COL.	COLUMN	OPP.	OPPOSITE
CONC.	CONCRETE	PFA	POST FROM ABOVE
CONT.	CONTINUOUS	P.LAM.	PLASTIC LAMINATE
CORR.	CORRIEDOR	PLAS.	PLASTER
DBL.	DOUBLE	PLT.	PLATE
DET.	DETAIL	PLYWD.	PLYWOOD
DIA.	DIAMETER	P.M.T.	PRE-MANUFACTURED TRUSS
DIM.	DIMENSION	PT.	POINT
DN.	DOWN	RAD.	RADIUS
DS.	DOWN SPOUT	R.D.	ROOF DRAIN
DWG.	DRAWING	REF.	REFERENCE
E.	EAST	REFR.	REFRIDGERATOR
EA.	EACH	REINF.	REINFORCED
E.J.	EXSPANSION JOINT	REQ.	REQUIRED
ELEC.	ELECTRICAL	RM.	ROOM
ELEV.	ELEVATION	R.O.	ROUGH OPENING
EQ.	EQUAL	RS.	RE-SAWN
EQPT.	EQUIPMENT	RWD.	REDWOOD
EXST.	EXISTING	S.A.M.	SELF-ADHERED MEMBRANE
EXPO.	EXPOSED	SO.	SOUTH
EXP.	EXPANSION	S.C.	SOLID CORE
EXT.	EXTERIOR	SCHD.	SCHEDULE
F.D.	FIUNDATION DRAIN	S.DISP.	SOAP DISPENSER
FDN.	FOUNDATION	SECT.	SECTION
F.E.	FIRE EXTINGUISHER	SIM.	SIMILAR
F.E.C.	FIRE EXTINGUISHER CABINET	SPEC.	SPECIFICATION
F.H.C.	F HOSE CABINET	SQ.	SQUARE
FIN.	FINISH	ST.STL.	STAINLESS STEEL
FL	FLOOR	STD.	STANDARD
FLASH	FLASHING	STL.	STEEL
FLOUR.	FLOURESCENT	STOR.	STORAGE
F.O.B.	FACE OF BEAM	STRUC.	STRUCURE
F.O.C.	FACE OF COLUMN	SUSP.	SUSPENDED
F.O.F.	FACE OF FINISH	SYM.	SYMMETRICAL
F.O.S.	FACE OF STUD	S.M.	SHEET METAL
F.S.	FULL SIZE	T.C.	TOP OF CURB
FT.	FOOT OR FEET	TEL.	TELEPHONE
FTG.	FOOTING	TER.	TERRAZO
FURR.	FURRING	T&G	TONGUE AND GROOVE
F.F.E.	FINISH FLOOR ELEVATION	THK.	THICK
GA.	GAUGE	T.V.	TELEVISION
GALV.	GALVINIZED	T.W.	TOP OF WALL
G.B.	GRAB BR	TYP.	TYPICAL
GL.	GLASS	T.O.	TOP OF
GR.	GRADE	T.O.P.	TOP OF PLATE
G.S.M.	GALVINIZED SHEET METAL	U.O.N.	UNLESS OTHERWISE NOTED
G.W.B.	GYPSUM WALL BOARD	VERT.	VERTICAL
GYP.	GYPSUM	W	WEST
H.B.	HOSE BIBB	W/	WITH
H.C.	HOLLOW CORE	W.C.	WATER CLOSET
HDWD.	HARDWOOD	WD.	WOOD
HDW.	HARDWARE	W/O	WITHOUT
H.M.	HOLLOW METAL	WP.	WATERPROOF
		WSCT.	WAINSCOT
		WT.	WEIGHT

General Project Information:

PROJECT LOCATION:
300 Railroad Ave.
Suinsin City, CA 94585
APN: 0037-160-100

ARCHITECT:
CD SNELL DESIGNS
ARCHITECTURE + PLANNING, INC.
4401 Hazel Avenue, Suite 200
Fair Oaks, CA 95628
PHONE: 530.414.6135

OWNERS:
ELEMENT 7
8033 SUNSEST BLVD., UNIT 987
LOS ANGELES, CA 90046

CONTRACTOR:
TBD

Project Summary:

BUILDING TYPE V-B (SPRINKLERED)
OCCUPANCY MIXED-USE:
ZONING C. GENERAL COMMERCIAL

SCOPE OF WORK

NEW REMODEL ON EXISTING IMPROVED COMMERCIAL LOT.

PROPERTY ADDRESS

300 RAILROAD AVE.
SUISUN CITY, CA 94585
SOLANO COUNTY

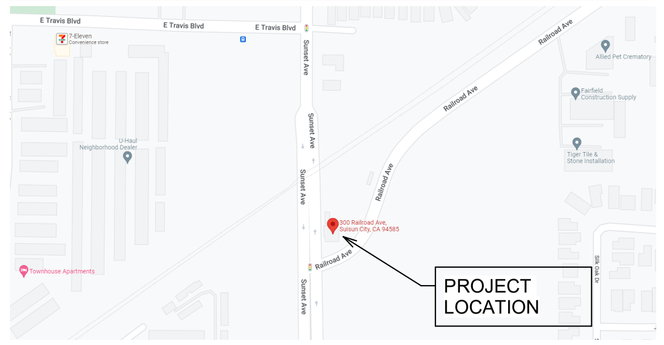
ASSESSOR'S PARCEL NUMBER

APN: 0037-160-100

SITE INFORMATION:

SITE AREA	= 27,878	S.F.
EXISTING BUILDING	= 1,575	S.F.
PROPOSED ADDITION	= 0	S.F.
TOTAL PROPOSED BUILDING AREA	= 1,575	S.F.

Vicinity Map:



ELEMENT 7

PROJECT #: 2112.06
PROJECT:

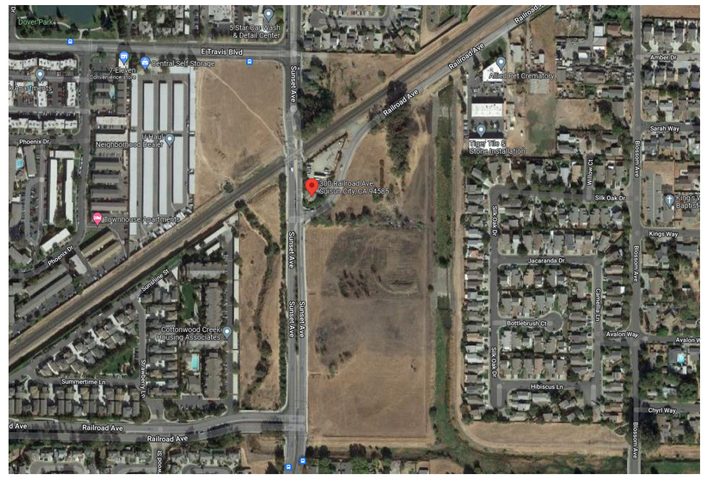
Proposed Remodel
Element 7 Cannabis Retail
300 Railroad Avenue, Suisun City, CA 94585
APN: 0037-160-100

SHEET TITLE:
General Information

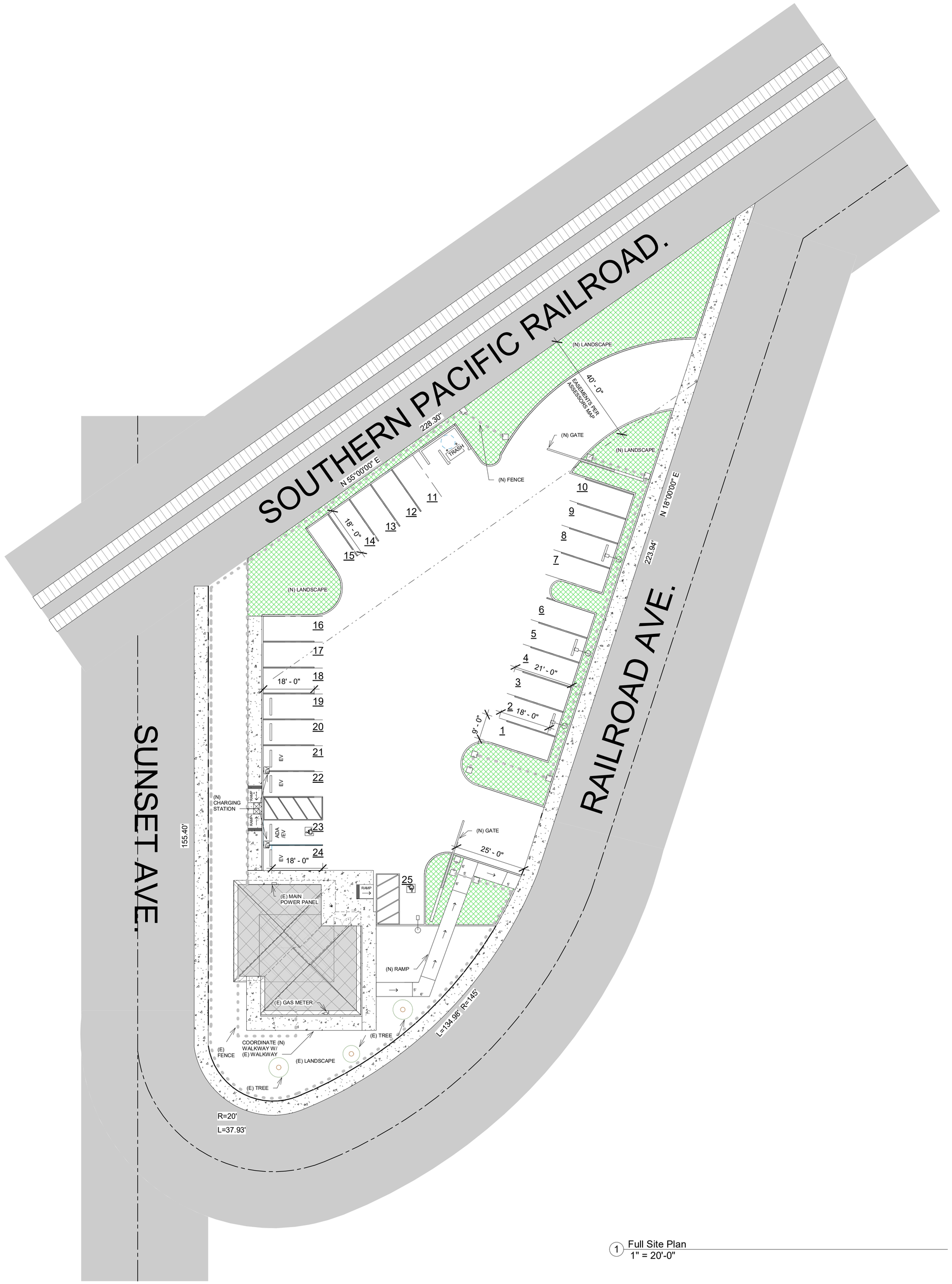
NO.	DATE	REVISION / ISSUE
1		
2		
3		
4		
5		

DRAWN BY	ITL
DATE	CDS
SCALE	02.23.2022
SHEET SIZE	1/4" = 1'-0"
SHEET NO.	T1

Item 4
Attachment 1 - Exhibit A



Aerial Map



1 Full Site Plan
1" = 20'-0"

PROPERTY ADDRESS

300 RAILROAD AVE.
SUISUN CITY, CA 94585
SOLANO COUNTY

ASSESSOR'S PARCEL NUMBER

APN: 0037-160-100

SITE INFORMATION:

SITE AREA	=	27,878 S.F.
EXISTING BUILDING	=	1,575 S.F.
PROPOSED ADDITION	=	0 S.F.
TOTAL PROPOSED BUILDING AREA	=	1,575 S.F.

ELEMENT 7

Proposed Remodel
Element 7 Cannabis Retail
300 Railroad Avenue, Suisun City, CA 94585
APN: 0037-160-100

PROJECT #: 2112.06
PROJECT:

SHEET TITLE: Site Plan

NO.	DATE	REVISION / ISSUE
1		
2		
3		
4		
5		

DRAWN BY	ITL
DATE	CDS
SCALE	02.23.2022
SHEET SIZE	As indicated
SHEET NO.	A1

Item 4
Attachment 1 - Exhibit A

Item 4
Attachment 1 - Exhibit A

Green Building Notes:

GB1 PROJECTS WHICH DISTURB LESS THAN ONE ACRE OF SOIL AND ARE NOT PART OF A LARGER COMMON PLAN OF DEVELOPMENT WHICH IN TOTAL DISTURBS ONE ACRE OR MORE, SHALL MANAGE STORM WATER DRAINAGE DURING CONSTRUCTION. (CALGREEN 4.106.2)

GB2 THE SITE SHALL BE PLANNED AND DEVELOPED TO KEEP SURFACE WATER FROM ENTERING BUILDINGS. CONSTRUCTION PLANS SHALL INDICATE HOW THE SITE GRADING OR DRAINAGE SYSTEM WILL MANAGE SURFACE WATER FLOWS. (CALGREEN 4.106.3)

GB3 LOW-RISE RESIDENTIAL BUILDINGS SHALL MEET OR EXCEED THE MINIMUM STANDARD DESIGN REQUIRED BY THE CALIFORNIA ENERGY STANDARDS. (CALGREEN 4.201.1)

GB4 WATER CONSERVING PLUMBING FIXTURES AND FITTINGS SHALL COMPLY WITH THE FOLLOWING:

A **WATER CLOSETS:** THE EFFECTIVE FLUSH VOLUME OF ALL WATER CLOSETS SHALL NOT EXCEED 1.28 GALLONS PER FLUSH. TANK-TYPE WATER CLOSETS SHALL BE CERTIFIED TO THE PERFORMANCE CRITERIA OF THE US EPA WATERSENSE SPECIFICATION FOR TANK-TYPE TOILETS. NOTE: THE EFFECTIVE FLUSH VOLUME OF DUAL FLUSH TOILETS IS DEFINED AS THE COMPOSITE, AVERAGE FLUSH VOLUME OF TWO REDUCED FLUSHES AND ONE FULL FLUSH. (CALGREEN 4.303.1.1)

B. **URINALS:** THE EFFECTIVE FLUSH VOLUME SHALL NOT EXCEED 0.125 GALLONS PER FLUSH FOR WALL-MOUNTED URINALS AND 0.5 GALLONS PER FLUSH FOR ALL OTHER URINALS. (CALGREEN 4.303.1.2)

C. **SHOWERHEADS:** SINGLE SHOWERHEADS SHALL HAVE A MAX. FLOW RATE OF NOT MORE THAN 2.0 GALLONS PER MINUTE AT 80 PSI. SHOWERHEADS SHALL BE CERTIFIED TO THE PERFORMANCE CRITERIA OF THE US EPA WATERSENSE SPECIFICATION FOR SHOWERHEADS. (CALGREEN 4.303.1.3.1)

D. **MULTIPLE SHOWERHEADS SERVING ONE SHOWER:** WHEN SHOWER IS SERVED BY MORE THAN ONE SHOWERHEAD, THE COMBINED FLOW RATE OF ALL SHOWERHEADS AND/OR OTHER SHOWER OUTLETS CONTROLLED BY A SINGLE VALVE SHALL NOT EXCEED 2.0 GALLONS PER MINUTE AT 80 PSI, OR THE SHOWER SHALL BE DESIGNED TO ALLOW ONLY ONE SHOWER OUTLET TO BE IN OPERATION AT A TIME. NOTE: A HAND-HELD SHOWER SHALL BE CONSIDERED A SHOWERHEAD. (CALGREEN 4.303.1.3.2)

E. **LAVATORY FAUCETS:** THE MAXIMUM FLOW RATE OF RESIDENTIAL LAVATORY FAUCETS SHALL NOT EXCEED 1.2 GALLONS PER MINUTE AT 60 PSI. THE MINIMUM FLOW RATE OF RESIDENTIAL LAVATORY FAUCETS SHALL NOT BE LESS THAN 0.8 GALLONS PER MINUTE AT 20 PSI. (CALGREEN 4.303.1.4.1)

F. **LAVATORY FAUCETS IN COMMON AND PUBLIC USE AREAS:** THE MAXIMUM FLOW RATE OF LAVATORY FAUCETS INSTALLED IN COMMON AND PUBLIC USE AREAS (OUTSIDE OF DWELLINGS OR SLEEPING UNITS) IN RESIDENTIAL BUILDINGS SHALL NOT EXCEED 0.5 GALLONS PER MINUTE AT 60 PSI. (CALGREEN 4.303.1.4.2)

G. **METERING FAUCETS:** METERING FAUCETS WHEN INSTALLED IN RESIDENTIAL BUILDINGS SHALL NOT DELIVER MORE THAN 0.25 GALLONS PER CYCLE. (CALGREEN 4.303.1.4.3)

H. **KITCHEN FAUCETS:** THE MAXIMUM FLOW RATE OF KITCHEN FAUCETS SHALL NOT EXCEED 1.8 GALLONS PER MINUTE AT 60 PSI. KITCHEN FAUCETS MAY TEMPORARILY INCREASE THE FLOW ABOVE THE MAXIMUM RATE, BUT NOT TO EXCEED 2.2 GALLONS PER MINUTE AT 60 PSI, AND MUST DEFAULT TO A MAXIMUM FLOW RATE OF 1.8 GALLONS PER MINUTE AT 60 PSI. (CALGREEN 4.303.1.4.4)

GB5 AUTOMATIC IRRIGATION SYSTEMS CONTROLLERS INSTALLED AT THE TIME OF FINAL INSPECTION SHALL BE WEATHER-OR SOIL BASED TO ADJUST IRRIGATION IN RESPONSE TO CHANGES IN PLANTS' NEEDS AS WEATHER CONDITIONS CHANGE. WEATHERBASED CONTROLLERS WITHOUT INTEGRAL RAIN SENSORS OR COMMUNICATION SYSTEMS THAT ACCOUNT FOR LOCAL RAINFALL SHALL HAVE A SEPARATE WIRED OR WIRELESS RAIN SENSOR WHICH CONNECTS OR COMMUNICATES WITH THE CONTROLLER(S). SOIL MOISTURE-BASED CONTROLLERS ARE NOT REQUIRED TO HAVE RAIN SENSOR INPUT. (CALGREEN 4.304.1)

GB6 ANNULAR SPACES AROUND PIPES, ELECTRIC CABLES, CONDUITS OR OTHER OPENINGS IN PLATES AT EXTERIOR WALLS, SHALL BE PROTECTED AGAINST THE PASSAGE OF RODENTS BY CLOSING SUCH OPENINGS WITH CEMENT MORTAR, CONCRETE MASONRY OR SIMILAR METHOD ACCEPTABLE TO THE BUILDING OFFICIAL. CALGREEN 4.406.1

GB7 PROVIDE A CONSTRUCTION WASTE MANAGEMENT PLAN – PER TOWN OF TRUCKEE DOCUMENTS.

GB8 AT THE TIME OF FINAL INSPECTION, A MANUAL, COMPACT DISC, WEB-BASED REFERENCE OR OTHER MEDIA SHALL BE PLACED IN THE BUILDING. (CALGREEN 4.410)
SUCH MEDIA SHALL INCLUDE:

1. DIRECTIONS THAT THE MANUAL SHALL REMAIN WITH THE BUILDING THROUGHOUT THE LIFE OF THE STRUCTURE.
2. OPERATION AND MAINTENANCE INSTRUCTIONS FOR EQUIPMENT AND APPLIANCES, ROOF AND YARD DRAINAGE, SPACE CONDITIONING SYSTEMS, LANDSCAPE IRRIGATION SYSTEMS, WATER REUSE SYSTEMS.
3. INFO FROM LOCAL UTILITY PROVIDERS, INCLUDING RECYCLE PROGRAMS AND LOCATIONS.
4. PUBLIC TRANSPORTATION INFORMATION.
5. EDUCATIONAL MATERIAL ON THE POSITIVE IMPACTS OF AN INTERIOR RELATIVE HUMIDITY BETWEEN 30-60% AND WHAT METHODS AN OCCUPANT MAY USE TO MAINTAIN THE LEVEL IN THAT RANGE.
6. INFORMATION ABOUT WATER-CONSERVING LANDSCAPE AND IRRIGATION DESIGN AND CONTROLLERS WHICH CONSERVE WATER.
7. INSTRUCTIONS FOR MAINTAINING GUTTERS AND DOWNSPOUTS AND THE IMPORTANCE OF DIVERTING WATER AT LEAST 5' AWAY FROM THE FOUNDATION.
8. INFO ON REQUIRED ROUTINE MAINTENANCE MEASURES, INCLUDING BUT NOT LIMITED TO CAULKING, PAINTING, GRADING AROUND THE BUILDING, ETC.
9. INFO ABOUT STATE SOLAR ENERGY AND INCENTIVE PROGRAMS AVAILABLE.
10. A COPY OF ALL SPECIAL INSPECTION VERIFICATIONS REQUIRED BY THE ENFORCING AGENCY OR THE CALGREEN CODE. COMPLETED MANUAL SHALL BE AVAILABLE AT JOBSITE FOR REVIEW BY BUILDING INSPECTOR AT TIME OF FINAL. AN EXAMPLE OF A MANUAL IS AVAILABLE AT: HTTP://WWW.HCD.CA.GOV/BUILDING-STANDARDS/CALGREEN/CAL-GREEN-FORMS.SHTML.

GB9 ANY INSTALLED GAS FIREPLACE SHALL BE A DIRECT-VENT SEALED-COMBUSTION TYPE. ANY INSTALLED WOODSTOVE OR PELLET STOVE SHALL COMPLY WITH EPA PHASE II EMISSION LIMITS. (CALGREEN 4.503.1)

GB10 AT THE TIME OF ROUGH INSTALLATION OR DURING STORAGE ON THE CONSTRUCTION SITE AND UNTIL FINAL STARTUP OF THE HEATING AND COOLING EQUIPMENT, ALL DUCT AND OTHER RELATED AIR DISTRIBUTION COMPONENT OPENINGS SHALL BE COVERED WITH TAPE, PLASTIC, SHEET METAL OR OTHER METHODS ACCEPTABLE TO THE ENFORCING AGENCY TO REDUCE THE AMOUNT OF DUST OR DEBRIS WHICH MAY COLLECT IN THE SYSTEM. (CALGREEN 4.504.1)

GB11 DOCUMENTATION SHALL BE PROVIDED TO VERIFY THAT FINISH MATERIALS WITH COMPLIANT VOC LIMITS HAVE BEEN USED. BUILDING INSPECTOR WILL ACCEPT MANUFACTURER'S PRODUCT SPECIFICATIONS AND/OR FIELD VERIFICATION OF ON-SITE PRODUCT CONTAINERS. (CALGREEN 4.504.2.4)

A. ADHESIVES, SEALANTS AND CAULKS SHALL BE COMPLIANT WITH VOC AND OTHER TOXIC COMPOUND LIMITS. (CALGREEN 4.504.2.1)
B. PAINTS, STAINS AND OTHER COATINGS SHALL BE COMPLIANT WITH VOC LIMITS. (CALGREEN 4.504.2.2)
C. AEROSOL PAINTS AND COATINGS SHALL BE COMPLIANT WITH PRODUCT WEIGHTED MIR LIMITS FOR ROC AND OTHER TOXIC COMPOUNDS. (CALGREEN 4.504.2.3)
D. CARPET AND CARPET SYSTEMS SHALL BE COMPLIANT WITH VOC LIMITS. (CALGREEN 4.504.3)
E. 80% OF FLOOR AREA RECEIVING RESILIENT FLOORING SHALL COMPLY WITH THE VOC-EMISSION LIMITS DEFINED IN THE COLLABORATIVE FOR HIGH PERFORMANCE SCHOOLS (CHPS) LOW-EMITTING MATERIAL LIST OR BE CERTIFIED UNDER THE RESILIENT FLOOR COVERING INSTITUTE (RFCI) FLOOR SCORE PROGRAM. (CALGREEN 4.504.4)
F. PARTICLEBOARD, MEDIUM DENSITY FIBERBOARD (MDF) AND HARDWOOD PLYWOOD USED IN INTERIOR FINISH SYSTEMS SHALL COMPLY WITH LOW FORMALDEHYDE EMISSION STANDARDS. (CALGREEN 4.504.5)
COMPLIANCE FORMS ARE AVAILABLE AT: HTTP://WWW.HCD.CA.GOV/BUILDING-STANDARDS/CALGREEN/INDEX.SHTML.

GB12 CONCRETE SLAB FOUNDATIONS REQUIRE VAPOR RETARDER AND CAPILLARY BREAK. (CALGREEN 4.505.2, CRC SECTION R506.2.3)

GB13 MOISTURE CONTENT OF BUILDING MATERIALS USED IN WALL AND FLOOR FRAMING IS CHECKED BEFORE ENCLOSURE. BUILDING MATERIALS WITH VISIBLE SIGNS OF WATER DAMAGE SHALL NOT BE INSTALLED. WALL AND FLOOR FRAMING SHALL NOT BE ENCLOSED WHEN THE FRAMING MEMBERS EXCEED 19% MOISTURE CONTENT AS VERIFIED BY THE FOLLOWING:

1. MOISTURE CONTENT SHALL BE DETERMINED WITH EITHER A PROBE-TYPE OR CONTACT-TYPE MOISTURE METER.
2. MOISTURE READING SHALL BE TAKEN AT A POINT 2' TO 4' FROM THE GRADE STAMPED END OF EACH PIECE TO BE VERIFIED.
3. AT LEAST THREE RANDOM MOISTURE READINGS SHALL BE PERFORMED ON WALL AND FLOOR FRAMING WITH DOCUMENTATION ACCEPTABLE TO THE ENFORCING AGENCY PROVIDED AT THE TIME OF APPROVAL TO ENCLOSE THE WALL AND FLOOR FRAMING. INSULATION PRODUCTS WHICH ARE VISIBLY WET OR HAVE A HIGH MOISTURE CONTENT SHALL BE REPLACED OR ALLOWED TO DRY PRIOR TO ENCLOSURE IN WALL OR FLOOR CAVITIES. WET APPLIED INSULATION PRODUCTS SHALL FOLLOW THE MANUFACTURERS' DRYING RECOMMENDATIONS PRIOR TO ENCLOSURE. (CALGREEN 4.505.3)

GB14 BATHROOM EXHAUST FANS SHALL: (CALGREEN 4.506.1)

1. BE ENERGY STAR COMPLIANT AND BE DUCTED TO TERMINATE OUTSIDE THE BUILDING.
2. (UNLESS FUNCTIONING AS A COMPONENT OF A WHOLE HOUSE VENTILATION SYSTEM) BE CONTROLLED BY A HUMIDISTAT. HUMIDISTAT CONTROLS SHALL BE CAPABLE OF ADJUSTMENT BETWEEN A RELATIVE HUMIDITY RANGE OF ≤ 50 TO 80 PERCENT. BATHROOM CONTAINS A BATHTUB, SHOWER OR TUB/SHOWER COMBINATION.

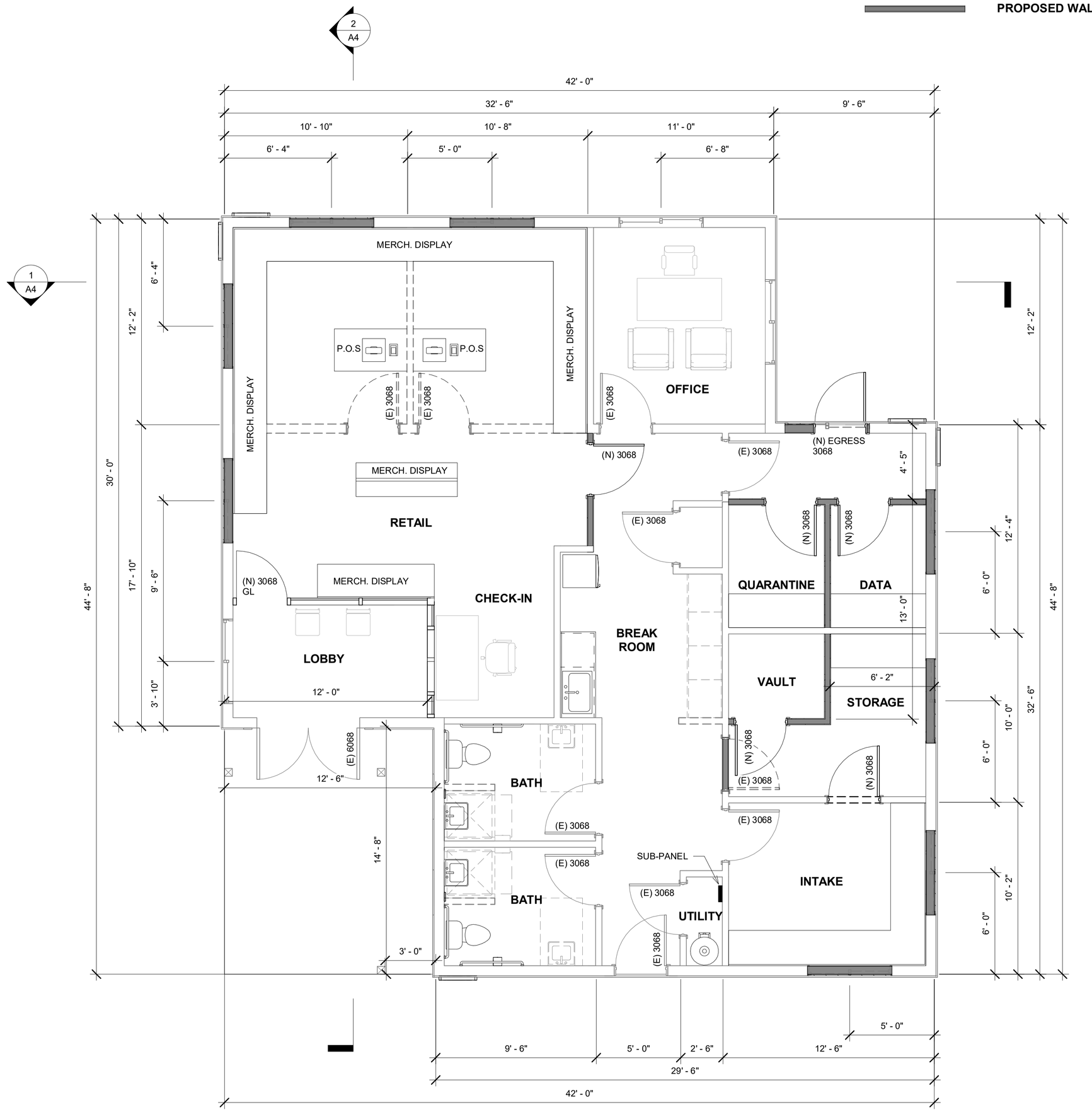
GB15 HEATING AND AIR-CONDITIONING SYSTEMS SHALL BE SIZED, DESIGNED AND HAVE THEIR EQUIPMENT SELECTED USING THE FOLLOWING METHODS: (CALGREEN 4.507.2)
1) THE HEAT LOSS AND HEAT GAIN IS ESTABLISHED ACCORDING TO ANSI/ACCA 2 MANUAL J-2011, ASHRAE HANDBOOKS OR OTHER EQUIVALENT DESIGN SOFTWARE OR METHODS.
2) DUCT SYSTEMS ARE SIZED ACCORDING TO ANSI/ACCA 1 MANUAL D-2014, ASHRAE HANDBOOKS OR OTHER EQUIVALENT DESIGN SOFTWARE OR METHODS (DUCT SIZING CALCULATIONS SHALL BE PROVIDED TO FIELD INSPECTOR PRIOR CONCEALING/COVERING DUCTS).
3) SELECT HEATING AND COOLING EQUIPMENT ACCORDING TO ANSI/ACCA 3 MANUAL S-2014 OR OTHER EQUIVALENT DESIGN SOFTWARE OR METHODS.

Wall Legend:

EXISTING WOOD STUD WALL

REMOVED, EXISTING WALL

PROPOSED WALL



1 Main Level Floor Plan
1/4" = 1'-0"

ELEMENT 7

Proposed Remodel
Element 7 Cannabis Retail
300 Railroad Avenue, Suisun City, CA 94585
APN: 0037-160-100

PROJECT #: 2112.06
PROJECT:

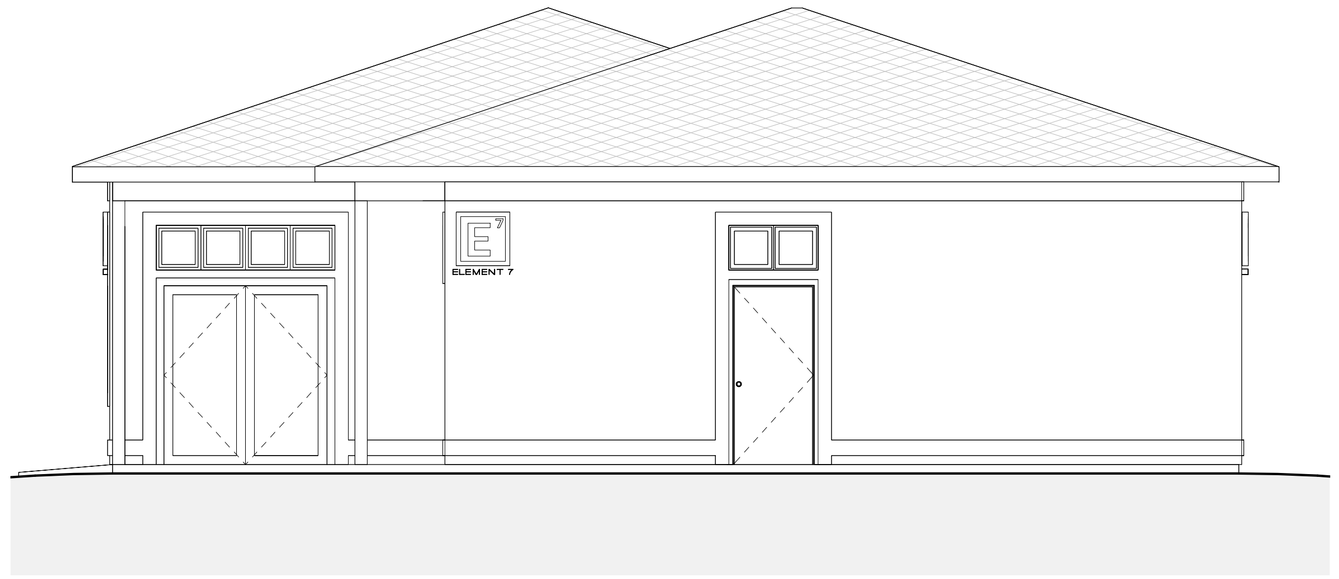
SHEET TITLE: Floor Plan

NO.	DATE	REVISION / ISSUE
1		
2		
3		
4		
5		

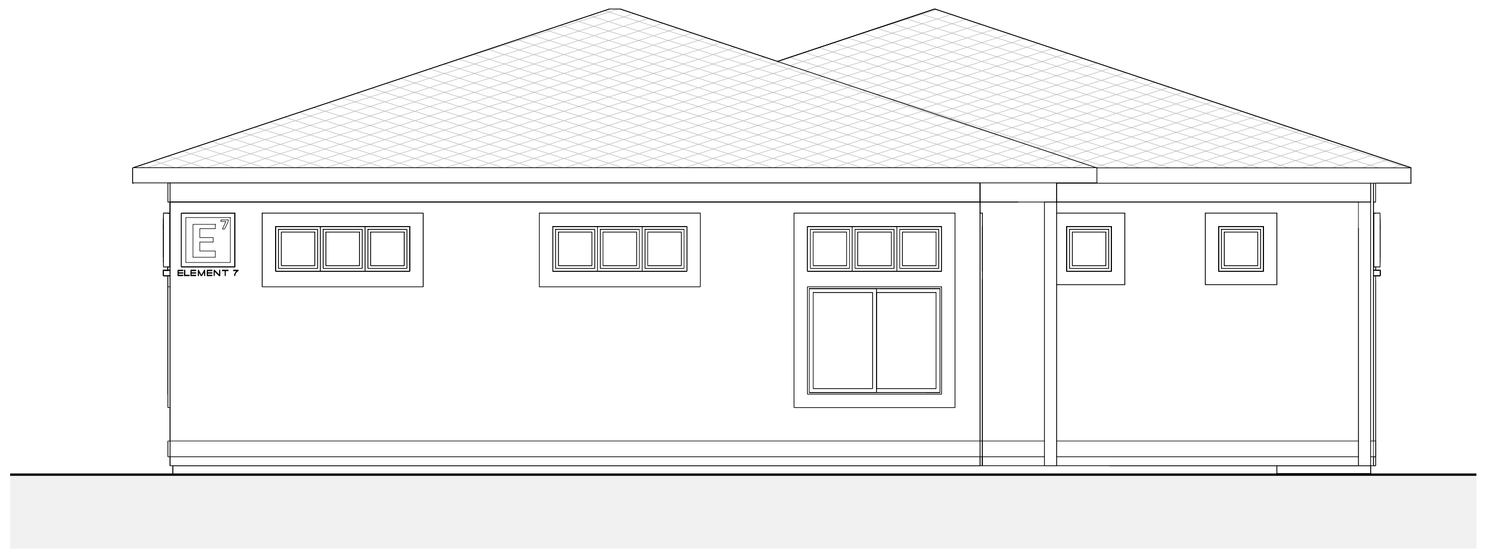
DRAWN BY	ITL
DATE	CDS
SCALE	02.23.2022
SHEET SIZE	1/4" = 1'-0"
SHEET NO.	A2

13

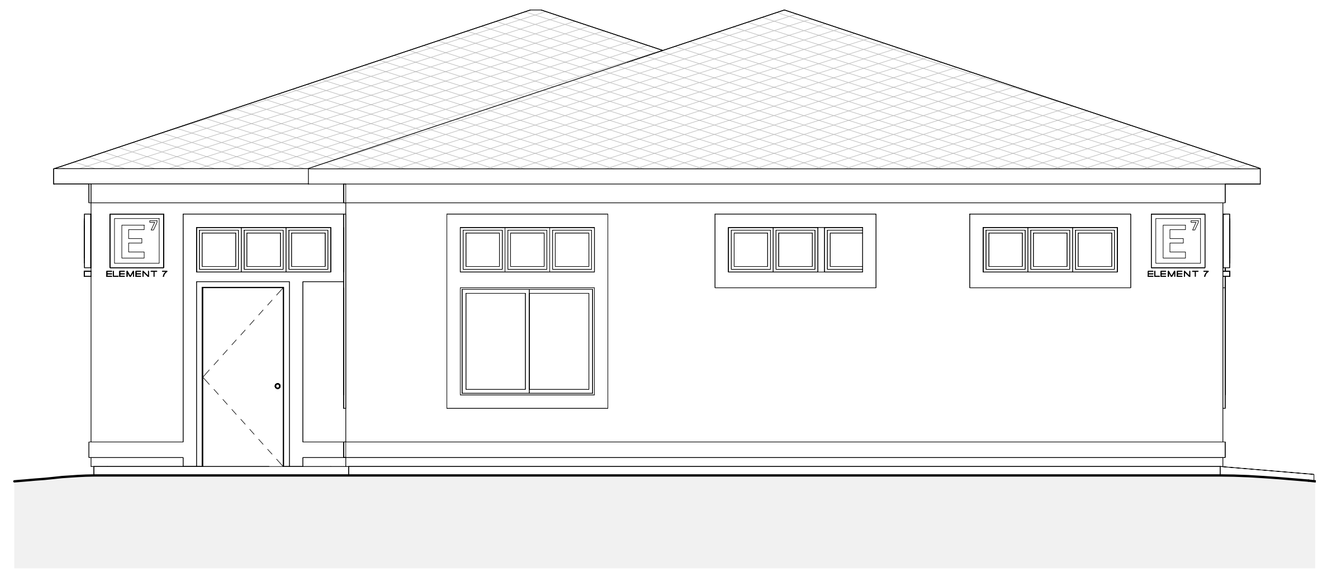
Item 4
Attachment 1 - Exhibit A



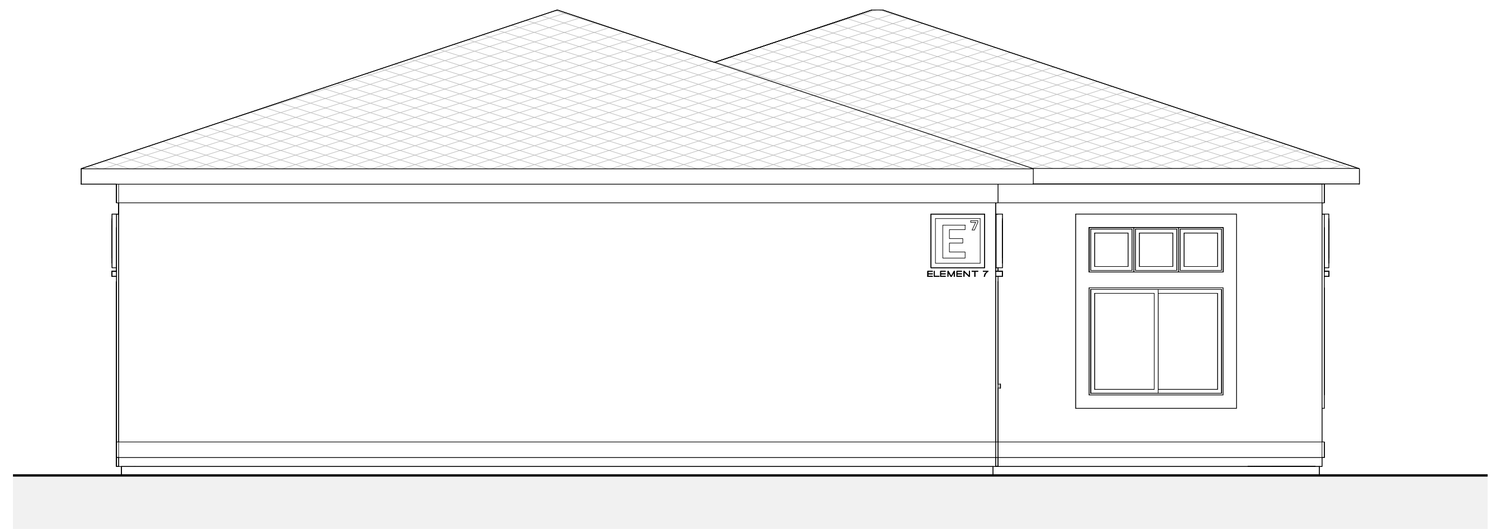
E North Elevation (Front)
1/4" = 1'-0"



B East Elevation
1/4" = 1'-0"



F South Elevation
1/4" = 1'-0"



C West Elevation
1/4" = 1'-0"

ELEMENT 7

Proposed Remodel
Element 7 Cannabis Retail

300 Railroad Avenue, Suisun City, CA 94585
APN: 0037-160-100

PROJECT #: 2112.06
PROJECT:

SHEET TITLE:
Exterior Elevations

NO.	DATE	REVISION / ISSUE
1		
2		
3		
4		
5		

DRAWN BY	ITL
DATE	CDS
SCALE	02.23.2022
SHEET SIZE	1/4" = 1'-0"
SHEET NO.	A3

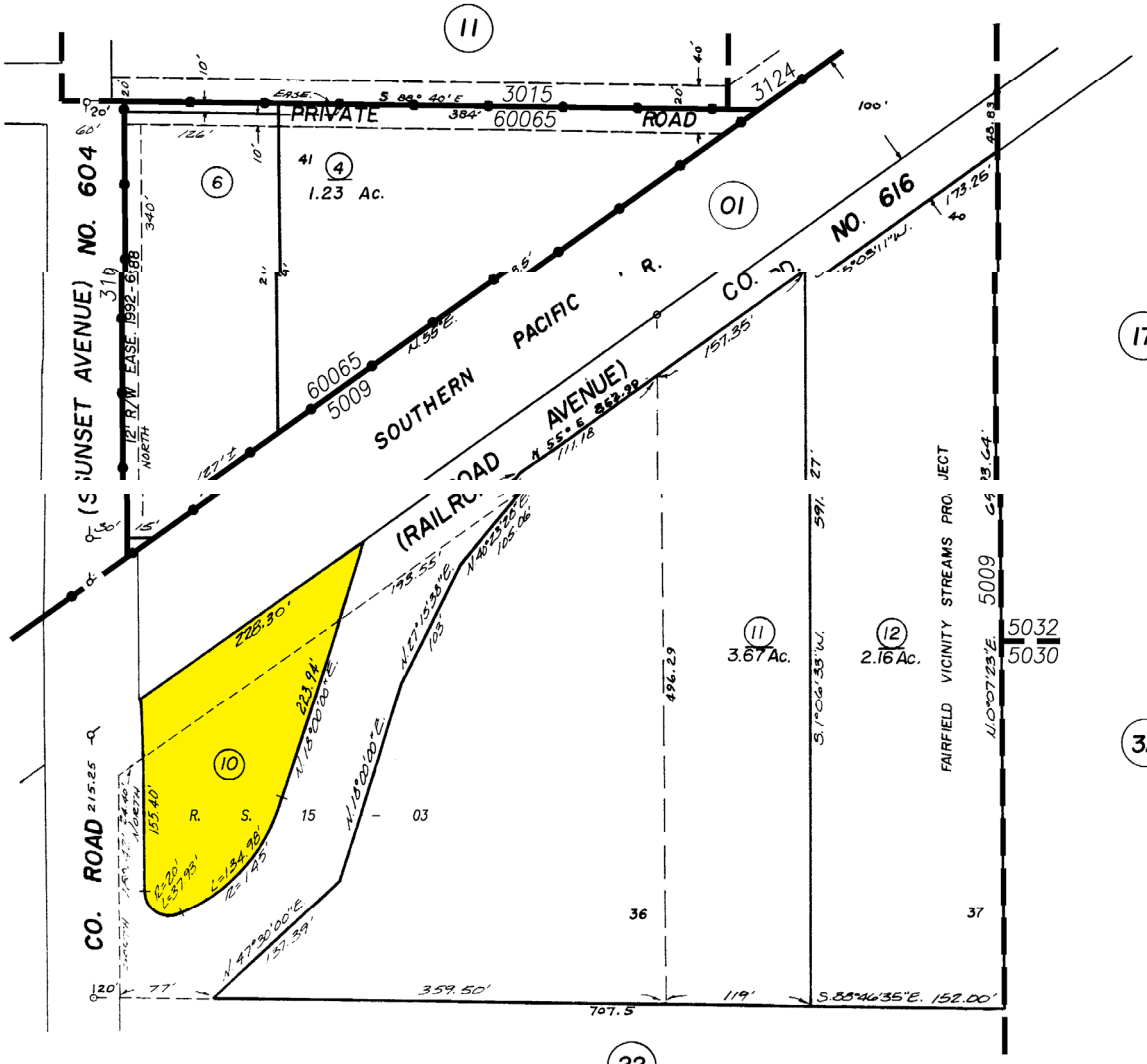
Item 4
Attachment 1 - Exhibit A

POR. LOT 37, RANCHO TOLENAS
POR., SEC. 30, T.5 N., R.1.W., M.D.B.&M. EXT.

Tax Area Code
5009
60067

37–16

1"= 100'



Cannabis Busines Zone

TAC Layer (Mm)	8–21–08	Cr
Add RS info.	1–2–08	JS
160–10 Ac Chg	3–27–02	JS
REVISION	DATE	BY

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

Locke–Paddon Colony Unit No. 4 , R.M. Bk. 04 Pg. 13
Assessor's Block Numbers Shown in Ellipses, Assessor's Parcel Numbers Shown in Circles

CITY OF SUISUN CITY
Assessor's Map Bk. 37 Pg. 16
County of Solano, Calif.

09–10

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RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City of Suisun City
Attn: City Clerk
City Hall
701 Civic Center Blvd
Suisun City, CA 94585

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DEVELOPMENT AGREEMENT

by and between

THE CITY OF SUISUN CITY
a municipal corporation

and

ELEMENT 7 SUISUN CITY LLC
a California limited liability company

DEVELOPMENT AGREEMENT

This Development Agreement (the **"Agreement"**) is made on _____, 2022, by and between the CITY OF SUISUN CITY, a municipal corporation, organized and existing pursuant to the laws of the State of California (the **"City"**) and Element 7 Suisun City LLC, a limited liability company (the **"Developer")**. City and Developer may be referred to, individually or collectively, as "Party" or "Parties."

R E C I T A L S

A. Pursuant to Section 65864 through 65869.5 of the California Government Code (the **"Development Agreement Laws"**), the City is authorized to enter into binding development agreements with Persons (as defined) having legal or equitable interests in real property for the development of such real property.

B. Developer is the owner of that certain property located at 300 Railroad Avenue, Suisun City, CA 94585, APN 0037-160-100 (the **"Property"**), and intends to operate a Type 10 Storefront Retailer License with Delivery Services.

C. Pursuant to Section 18.49.060 the Suisun City Municipal Code, "no commercial cannabis operation or activity, other than a storefront retailer pursuant to Section 18.49.160, shall be permitted to operate anywhere in the City other than in a Cannabis Business Zone [(CBZ)]."

D. Pursuant to Section 18.49.070 of the Suisun City Municipal Code, "each applicant for establishment of a Cannabis Business Zone pursuant to Section 18.49.060, concurrently with CBZ application review, shall apply for and negotiate, in good faith, terms of a development agreement to guide subsequent development and operation of cannabis-related uses within the CBZ."

E. The following applications have been filed by the Developer for a cannabis business to be located at the Property) for the development of cannabis uses Type 10 Storefront Retailer License with Delivery Services (the **"Project"**):

1. An application for this Development Agreement (the **"DA Application"**).

2. An application for a Site Plan/Architectural Review Permit filed by the Developer (the **"Site Plan Application"**) for architectural treatment, drainage, site aesthetics, and similar development within the Property (as more particularly described in the Site Plan Application).

3. A Commercial Business Zone overlay application (the **"CBZ Application"**).

4. An application filed by the Developer (the **"Commercial Cannabis Permit Application"**) for a Commercial Cannabis Permit, as required by Chapter 18.49 of the Suisun City Municipal Code, for cannabis uses in the Property (as more particularly described in the Commercial Cannabis Permit application), which would allow the use of a cannabis retail at the Property.

The Site Plan Application, the CBZ Application, and the Commercial Cannabis Permit Application may be referred to collectively as the **"Project Applications."** Approval of the Project

Applications may be collectively referred to as the **"Project Approvals."** The Property is depicted on Exhibit "A" to this Agreement, and the legal description is set forth on Exhibit "B".

F. All required fees and costs have been paid for the filing, and the City's processing of, the Project Applications except for the payment of the City Preparation Costs which will be paid within 30 (thirty) days of the Effective Date of this Agreement.

G. Subsequent to the filing of the Project Applications, the City performed a preliminary environmental assessment pursuant to the requirements of the California Environmental Quality Act (California Public Resources Code section 21000, *et seq*.) and the Guidelines thereunder (14 California Code of Regulations section 15000, *et seq*.) (collectively, **"CEQA"**), and determined the Project Approvals were subject to exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities).

H. Developer filed the DA Application for approval of this Agreement in order to: (1) vest the land use and zoning policies established in the Existing City Requirements (defined below) as of the Adoption Date of this Agreement for the duration of the Term with respect to the Property and the Project regardless of intervening changes in City land use regulations; and (2) memorialize certain other agreements made between the City and Developer with respect to the Property and the Project.

I. The City has determined that this Agreement will eliminate uncertainty regarding Project Approvals and certain subsequent development approvals, thereby encouraging planning for, investment in and commitment to use and develop the Property. Continued use and development of the Property is anticipated to, in turn, provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Laws were enacted: (1) Provide for the development of unused land; (2) Provide increased tax revenues for the City; (3) Provide for jobs and economic development in the City; and (4) Provide infrastructure improvements that can be utilized by regional users and future users. It is based upon these benefits to the City that the City is agreeable to proceeding with the proposed Project Applications and Project Approvals.

J. The City has further determined that it is appropriate to enter into this Agreement to: (1) provide certainty to encourage investment in the comprehensive development and planning of the Project; (2) secure orderly development and progressive fiscal benefits for public services, improvements and facilities planning for the Property and neighboring areas, as appropriate; and (3) fulfill and implement applicable adopted City plans, goals, policies and objectives.

K. In accordance with Section 18.49.070(D), the City Council of Suisun City makes the following findings:

1. This Agreement furthers the public health, safety and general welfare, and that the provisions of this Agreement are consistent with the goals and policies of the 2035 Suisun City General Plan and any applicable Specific Plan. For the reasons recited herein, the City and Developer have determined that the Project is a development for which this Agreement is appropriate.

2. The provisions of this Agreement, including the uses and activities authorized herein, are compatible with the uses authorized in, and the regulations prescribed for, the zoning district and area in which the Property is located, and will not adversely affect

the orderly development of property or the preservation of property values in the City.

3. This Agreement will be beneficial to the residents of the City so as to promote the health, safety and welfare of City residents. Such benefits may arise from, without limitation, direct creation of new jobs, creation of ancillary and related jobs, contributions toward the construction of key infrastructure projects, contributions of revenue to the City to support key community priorities, or other measures as proposed by the Developer and determined appropriate by the city

4. This Agreement will not be detrimental to the public health, safety, or general welfare.

5. This Agreement complies with the California Environmental Quality Act.

6. This Agreement will not adversely affect the orderly development of property or the preservation of property values in the city.

7. This Agreement provides a reasonable penalty for violation of its terms, as stated in Section 10 hereof.

L. This Agreement provides for payment by the Developer of all costs associated with preparing and entering into this Agreement.

M. This Agreement will survive beyond the term or terms of the present City Council.

N. On _____, at a duly noticed public hearing and after due review and consideration of (i) the report of City staff on the Project Applications, (ii) all other evidence heard and submitted at the public hearing, and (iii) all other appropriate documentation and circumstances, the Planning Commission of the City adopted resolutions recommending that the City Council: (1) adopt the exemption pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301(Existing Facilities) in compliance with CEQA; (2) approve the Site Plan Application and CBZ Application; and (3) approve this Agreement, subject to the conditions of approval set forth herein (the **"Conditions of Approval"**), attached hereto as Exhibit "C" and incorporated herein by reference.

O. On _____, 2022, at a duly noticed public hearing and after introduction of the ordinance due review and consideration of (i) the report of City staff on the Project Applications, (ii) the recommendations of the Planning Commission, (iii) all other evidence heard and submitted at the duly noticed public hearing conducted and closed, and (iv) all other appropriate documentation and circumstances, the City Council adopted an ordinance to: (1) adopt the exemption pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301(Existing Facilities) in compliance with CEQA and adopt any attendant findings required by CEQA; (2) approve the Site Plan Application and CBZ Application; (3) approve this Agreement, subject to the Conditions of Approval, upon making the findings required by section 18.49.070(D) of the Suisun City Municipal Code; and (4) direct the City Manager to finalize and execute this Agreement on behalf of the City (collectively, the **"City Council Ordinance").**

[continued on next page]

A G R E E M E N T

NOW, THEREFORE, with reference to the above Recitals, incorporated herein by reference, and in consideration of the mutual covenants and agreements contained in this Agreement, the City and the Developer agree as follows:

1. Interests of Developer.

1.1 Cannabis Business. Developer will operate a Type 10 cannabis business at the Property. The Type 10 cannabis business shall be a Storefront Retailer with Delivery Services. The Project will be operated out of the main building with frontage along Railroad Avenue. The Project is a direct-to-consumer operation.

1.2 Existing Structures. Developer shall utilize the existing structure on the Property, subject to any improvements deemed necessary for the operation of the Project. The Project shall operate on a lot size of 27,878 square feet, with an ultimate storefront of 3,800 square feet out of the structure facing Railroad Avenue.

1.3 Recordation of Agreement. Within 10 (ten) days following mutual execution of this Agreement by the City and Developer, the City shall cause this Agreement to be recorded in the official records of Solano County, California (the "**Official Records**") with respect to the Property. Following the recordation of this Agreement in the Official Records, the City shall deliver to Developer a conformed copy of this Agreement evidencing the recording information. This Agreement must be recorded on the Property prior to commencement of any commercial cannabis use on the Property, regardless of the existence of any site plan, entitlement, City-issued Commercial Cannabis Permit or State-issued license for cannabis operations at the Property.

1.4 Binding Covenants. The Developer represents: (1) it has a legal or equitable interest in the Property; (2) it has provided proof of such interest to the satisfaction of the City Manager; (3) it has provided proof of the authority of any agent or representative to act for the Developer in connection with this Agreement to the satisfaction of the City Manager; and (4) all other persons holding legal title in the Property are bound by this Agreement. It is intended and determined that the provisions of this Agreement shall bind and inure to all successors in interest to the Parties.

2. Term of Agreement.

2.1 Definitions. For purposes of this Agreement, the following shall have the meanings set forth below:

"Adoption Date" means the date on which the City Council adopted the ordinance approving this Agreement and authorizing the Mayor to execute this Agreement on behalf of the City.

"Applicable Rules" collectively means: (a) the terms and conditions of the Project Approvals; (b) the terms and conditions of this Agreement; and (c) the Existing City Requirements.

"City Agency" means any office, board, commission, department, division or agency of the City.

"City Manager" means the City Manager of the City of Suisun, and shall include his or her designee.

"City Requirements" collectively means all of the following which are in effect from time to time: (a) the Suisun City Municipal Code; and (b) all rules, regulations and official plans and policies, including the 2035 Suisun City General Plan and any applicable Specific Plan, of the City governing development, subdivision and zoning that are applicable to the Property. The City Requirements may include, without limitation, requirements governing building height, maximum floor area, permitted and conditionally permitted uses, floor area ratios, maximum lot coverage, building setbacks and setbacks, parking, signage, landscaping, Exactions (as hereinafter defined) and dedications, growth management, environmental consideration, grading, construction, security measures, odor control and other items.

"Effective Date" means the later of: (a) 30 (thirty) days after the Adoption Date; or (b) if a referendum petition is timely and duly circulated and filed with respect to this Agreement, the date the election results on the ballot measure by City voters approving this Agreement are certified by the City Council in the manner provided in the Elections Code.

"Existing City Requirements" means the City Requirements that are in effect as of the Adoption Date of this Agreement.

"Laws" means the Constitution and laws of the State, the Constitution of the United States, and any codes, statutes, regulations, or executive mandates thereunder, and any court decision, State or federal, thereunder.

"State" means the State of California.

"Termination" means the expiration of the Term of this Agreement, whether by the passage of time or by any earlier occurrence pursuant to any provision of this Agreement.

2.2 Term. The term of this Agreement (the **"Term"**) shall commence on the Effective Date and shall continue for a period of two (2) years following the Effective Date; provided that such period shall be extended for any events of Force Majeure pursuant to Section 13.1 and during the pendency of any legal action challenging the Project Approvals or the adoption of an environmental finding or document for the Project pursuant to CEQA, or any legal action challenging or contesting the adoption of this Agreement. Any extension based upon an event described in this Section 2.2 shall be granted pursuant to the procedures set forth in Section 13.2. This Agreement may remain in effect for an unlimited number of consecutive Terms, provided that the development agreement is subject to renewal on a biennial basis. All renewals shall be subject to ministerial approval by the City Manager; provided that City Council approval shall be required in the event Developer is in material breach of this Agreement and has not cured the material breach, in accordance with the provisions of Section 6, below.

2.3 Effect of Termination. Termination of this Agreement shall mean that Developer must cease operation of its cannabis business within 90 (ninety) days of the date of Termination. Upon any Termination of this Agreement, each Party shall retain any and all of the respective benefits that it received as of the date of Termination under or in connection with this Agreement. Nothing herein shall preclude the City, in its discretion, from taking any action authorized

by Laws or Existing City Requirements to prevent, stop, or correct any violation of Laws or Existing City Requirements occurring before, during, or after construction of the improvements in the Project by Developer.

3. Development of the Project.

3.1 Definitions. For purposes of this Agreement, the following shall have the meanings set forth below:

"City Application Fees" means fees levied or assessed by the City and any City Agency to review and process applications for City Permits.

"City Permits" collectively means any and all permits or approvals that are required under the City Requirements in order to develop, use and operate the Project, other than the Project Approvals; and Future Discretionary Approvals that the Developer may elect to obtain from the City pursuant to Section 3.3. "City Permits" specifically include, without limitation, Technical City Permits.

"Developer Approved Changes" means those amendments, revisions or additions to the City Requirements adopted or enacted after the Adoption Date that: (a) Developer elects, in its sole discretion, to have applied to the development and occupancy of the Project and the Property during the Term of this Agreement; and (b) the City Manager approves such application, which approval shall not be unreasonably withheld.

"Permitted Rules Revisions" collectively means the following: (a) any Minor Changes to this Agreement that are proposed by Developer and approved by the City in accordance with Section 3.2; (b) any commercial cannabis activity regulations enacted by the City Manager; (c) any Future Discretionary Approvals that are applied for by Developer and approved by the City pursuant to Section 3.3; (d) any Authorized Code Revisions under Section 3.4 that are uniformly applied on a City-wide basis; and (e) written amendments to this Agreement that are mutually executed by City and Developer pursuant to Section 16.2.

"Technical City Permits" collectively means any of the following technical permits issued by the City or any City Agency in connection with any building or improvement in the Project: (a) demolition, excavation and grading permits; (b) building permits; (c) permits for the installation of underground lines and facilities for utilities, including without limitation, water, sewer, storm drain and dry utilities (electrical, gas, phone and cable); (d) any encroachment permits; and (e) any street improvement permits, including without limitation, permits for street lighting and traffic signals. "Technical City Permits" specifically excludes building permits from the City or any City Agency for the construction of particular buildings or improvements in the Project.

3.2 Applicable Rules.

3.2.1 Except for the Permitted Rules Revisions and any Developer Approved Changes, Developer shall have the right to develop and occupy the Project during the Term in accordance with the Applicable Rules. In the event of any conflict between the provisions in this Agreement, the Project Approvals and the Existing City Requirements, such conflict shall be resolved in the following order of priority: (a) the requirements of Chapter 18.49 of the Suisun City Municipal Code; (b) this Agreement; (c) the Project Approvals; (d) the Project Applications; and (e) any other

Existing City Requirements.

3.2.2 Except for the Permitted Rules Revisions and any Developer Approved Changes, no amendment to, revision of, or addition to any of the City Requirements that is adopted or enacted after the Effective Date shall (i) be effective or enforceable by the City with respect to the Project or the Property or (ii) modify or impair the rights of Developer under this Agreement during the Term without the Developer's written approval, whether such amendment, revision or addition is adopted or approved by: (a) the City Council; (b) any City Agency; or (c) by the people of the City through referendum or initiative measure.

3.3 Minor Changes.

3.3.1 The Parties acknowledge that further planning and development of the Project may demonstrate that refinements and changes are appropriate with respect to the details and performance of the Parties under this Agreement. The Parties desire that Developer retain a certain degree of flexibility with respect to the details of the development of the Project and with respect to those items covered in general terms under this Agreement. If and when Developer finds that Minor Changes are necessary or appropriate, then upon written request by Developer, the Parties shall, unless otherwise required by federal, state, or local law, effectuate such changes or adjustments through administrative amendments executed by the Developer and the City Manager, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further changed and amended from time to time as necessary, with approval by the City Manager and the Developer.

3.3.2 The term **"Minor Changes"** collectively means: (a) minor deviations to the Project Approvals that are permitted under the Existing City Requirements and are reasonably approved by the City Manager; (b) such other changes, modifications or adjustments to the Project Approvals, which the City Manager determines are consistent with the overall intent of the Project Approvals and which do not materially alter the overall nature, scope, or design of the Project, and which are consistent with the requirements of Chapter 18.49 of the Suisun City Municipal Code and any commercial cannabis activity regulations as may be enacted by the City.

3.3.3 In effecting any Minor Changes, the City shall cooperate with the Developer, provided that the permitted uses are not modified from those in the Project Approvals and any changes are in accordance with the Existing City Requirements. Minor Changes shall not be deemed to be an amendment to this Agreement under California Government Code section 65868 but are ministerial clarifications and adjustments, and unless otherwise required by law, no such administrative amendments shall require prior notice or hearing by the Planning Commission and City Council. Any amendment or change requiring an environmental impact report, or a supplement thereto, pursuant to CEQA shall not be considered a Minor Change, but shall be considered substantive amendment which shall be reviewed and approved by the Planning Commission or the City Council as determined by the applicable provisions of the Suisun City Municipal Code relating to the hearing and approval procedures for the specific Project Approval.

3.4 Future Discretionary Approvals. Nothing in this Agreement shall operate to preclude Developer from applying to the City during the Term of this Agreement for any of the following new approvals with respect to any proposed buildings and improvements in the Project (collectively, the **"Future Discretionary Approvals"**): (a) any new entitlements that may be required under the Existing City Requirements; (b) any subsequent commercial cannabis permit; and (c) any other approval (i) which is not otherwise addressed or set forth in this Agreement and (ii) which the

Existing City Requirements mandate must be reviewed and approved by the Planning Commission or City Council. The City shall process, review and approve or disapprove any application for a Future Discretionary Approval filed by Developer in accordance with the City Requirements then in effect. The approval by the City of an application by Developer for a Future Discretionary Approval shall not require an amendment of this Agreement.

3.5 Authorized Code Revisions. This Agreement shall not prevent the City from applying to the Project the following rules, regulations and policies adopted or enacted after the Adoption Date, if uniformly applied on a City-wide basis (collectively, the **"Authorized Code Revisions"**):

3.5.1 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided that such changes in procedural regulations do not have the effect of materially interfering with the substantive benefits and vested rights conferred to Developer by this Agreement.

3.5.2 Regulations which are not in conflict with this Agreement and which would not, alone or in the aggregate, cause development of the Project to be materially different, more burdensome, time consuming or expensive.

3.5.3 Regulations which are necessary to avoid serious threats to the public health and safety, provided that, to the maximum extent possible, such regulations shall be construed and applied in a manner to preserve the substantive benefits and vested rights conferred to Developer by this Agreement.

3.5.4 Mandatory regulations of the State and the United States of America applicable to the Project, provided that, to the maximum extent if possible, such regulations shall be construed and applied in a manner to preserve to the Developer the substantive benefits conferred to Developer by this Agreement.

3.5.5 City Requirements imposing life safety, fire protection, mechanical, electrical and/or building integrity requirements with respect to the design and construction of buildings and improvements, including the then current applicable building codes.

3.5.6 Any commercial cannabis activity regulations promulgated by the City, provided such regulations do not significantly impair or preclude Developer's ability to conduct its business as described in Section 1.1 above.

3.6 Timing of Development. The retail portion of the Project must be operational no later than 24 months from the Effective Date.

3.7 Hold on Certificate of Occupancy. Except as otherwise provided in Section 6.2.3, the City reserves the right to place a hold on the issuance of any required Certificate of Occupancy for a building in the Project in the event the Existing City Requirements or Conditions of Approval have not been substantially completed by Developer.

3.8 City Permits. Developer shall obtain all City Permits required for the construction and operation of the Project. Developer shall pay to the City the City Application Fees

chargeable in accordance with the City's Fee Schedule that is in effect at the time the relevant application for a City Permit is made; provided that such City Application Fees are uniformly imposed by the City and any City Agency at similar stages of project development on all similar applications for development in the City.

4. [Reserved.]

5. [Reserved.]

6. Exactions.

6.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Cannabis Taxes" means the taxes per square foot and per dollar of revenue as provided by with Chapter 3.44 of the Suisun City Municipal Code, as specified by City Council resolution.

"Exaction" means any exactions or mitigation measures, other than the payment of City Development Fees and City Application Fees, that are imposed by the City or any City Agency, as a condition of, or in connection with, the Project Approvals. "Exactions" may include, without limitation: (a) a requirement for the dedication of any portion of the Property to the City or any City Agency; (b) an obligation for the construction of any on-site or off-site improvements; (c) an obligation to provide services; or (d) the requirement to dedicate any easements, rights or privileges with respect to the Project or any portion thereof to the City or any City Agency.

"Proceeds" shall have the same meaning as that term is defined in Section 3.44.010 of the Suisun City Municipal Code.

"Space utilized for commercial cannabis activities" shall have the same meaning as the phrase is defined in Section 3.44.010 of the Suisun City Municipal Code.

6.2 Exactions.

6.2.1 All of the Exactions that Developer shall be required to perform or caused to be performed in connection with the development, construction, use and occupancy of the Project, during the term of the Agreement (collectively, the **"Required Exactions"**), and the timing requirements for the performance of such Required Exactions, are set forth in this Agreement. The Required Exactions include the following:

6.2.1.1 In accordance with Resolution No. 2019-120, Developer shall:

(a) On July 1 of every year, pay the City the following Cannabis Taxes: Type 10, Retail: $2.00 per square foot of space utilized for commercial cannabis activities. Upon submission of the annual square footage tax, Developer will confirm in writing the square footage of each type of business. City may confirm the square footage by conducting an inspection during business hours. If July 1 falls on a day City Hall is closed, the payment and accounting shall be remitted on the first business day City Hall is open following July 1.

(b) Within 31 days after the end of each fiscal quarter (each a **"Quarterly Payment Date"**), pay the City the following Cannabis Taxes: 7% of the Proceeds from Type 10, Retail commercial cannabis activities. At the same time as Developer remits its quarterly Cannabis Taxes, it shall remit an accurate accounting of that quarter's Proceeds. If the Quarterly Payment Date falls on a day City Hall is closed, the payment and accounting shall be remitted on the first business day City Hall is open following such Quarterly Payment Date.

(c) At each renewal of this Agreement, Developer's tax burden based on Proceeds and based on space utilized for commercial cannabis activities will be updated to match the current City Council resolution to this effect. If the square footage of commercial cannabis business use increases or decreases on a date other than July 1, the Cannabis Tax payments shall be adjusted on a pro rata basis starting on the date of the change in square footage.

6.2.1.2 The amount of space utilized for commercial cannabis activities at the time of execution of this Agreement, is 3,800 square feet for Type 10, Retail. In the event Developer increases or decreases the space utilized for commercial cannabis activities, the annual square foot exaction will increase or decrease proportionately.

6.2.1.3 Developer shall pay to the City an amount as determined by the City, in restricted funds to be utilized on a draw down basis for the City costs to process the Developer's DA Application and Commercial Cannabis Permit Application relating to its proposed commercial cannabis business. Should the restricted funds be exhausted prior to the City completing its processing of the application, Developer shall pay an additional amount to the City sufficient to process the application. The restricted funds shall be paid in full by Developer on or before 90 (ninety) days after approval of this Agreement. Any excess payment from the Developer shall be returned by the City within five (5) working days after all processing costs have been satisfied.

6.2.1.4 The Required Exactions include, without limitation, all Conditions of Approval imposed by the City, to fully mitigate adverse impacts resulting from, and reasonably related to, the development of the Project. The Conditions of Approval are attached hereto as Exhibit "C", and incorporated by reference.

6.2.1.5 City shall have the authority to audit Developer's books on an annual basis to confirm that Developer has remitted the correct amounts. The audit may go back as far as five (5) years, at City's discretion.

6.2.2 Late Payment Penalties.

6.2.2.1 Annual Square Footage Cannabis Tax. Payment of the Cannabis Tax pursuant to Section 6.2.1.1(a) shall be subject to a penalty of 20% of that year's payment if remitted on or after August 1. Late payments shall be subject to an additional 10% late payment per 10 additional days that payment is not remitted, for a maximum of 100% of that year's payment. In accordance with Section 15, City shall provide Developer with notice of penalty amounts owed and the date the late payments are due.

6.2.2.2 Quarterly Proceeds Cannabis Tax. Payment of the Cannabis Tax pursuant to Section 6.2.1.1(b) shall be subject to a penalty of 20% of that quarter's payment if remitted later than 5 days after it is due. Late payments shall be subject to an additional 10% late payment per 5 additional days that payment is not remitted, for a maximum of 100% of that month's

payment. In accordance with Section 15, City shall provide Developer with notice of penalty amounts owed and the date the late payments are due.

6.2.2.3 Audit. Developer shall be subject to a penalty of $1,000 if it delays the audit by more than 30 days following the City's request, unless City and Developer agree in good faith to a longer timeline. The penalty shall increase by $1,000 for every 30 days of delay, for a maximum of $10,000 per year.

6.2.2.4 Cure. Upon full payment of all exactions owed, including any applicable late payment penalties, any violation of Section 6 shall be deemed cured.

6.3 Violations Are Material Breach. Any violation by Developer of any of the provisions of this Section 6 shall presumptively be a material breach and may be grounds for Termination of this Agreement.

7. Actions by City.

7.1 Other Governmental Permits. The City agrees to cooperate with Developer in Developer's endeavors to obtain permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (including but not limited to public utilities or utility districts and agencies having jurisdiction over transportation facilities and air quality issues) so long as the cooperation by the City will not require the City to exercise legislative action or incur any cost, liability or expense without adequate indemnity against or right of reimbursement therefor from Developer.

7.2 Cooperation in Dealing with Legal Challenge. If any Third Party Action (defined below) is instituted challenging the validity of any provision of this Agreement, the Parties shall cooperate in the defense of the Third Party Action to the maximum extent reasonably possible under the circumstances unless otherwise required by law.

7.3 Indemnification. **This Section 7.3 shall survive termination or expiration of this Agreement.**

7.3.1 Third Party Actions. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers (collectively, the **"City Indemnitees")** from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action. The term **"Third Party Action"** means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (a) challenges or contests any or all of this Agreement, the Project Applications, and the Project Approvals; or (b) claims or alleges a violation of CEQA or another law by the City Council; or (c) the grant, issuance or approval by the City of any or all of this Agreement, the Project Applications, and the Project Approvals. Developer's obligations under this Section 7.3.1 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

7.3.2 Additional Claims. To the fullest extent permitted by law, Developer shall indemnify, hold harmless and defend the City Indemnitees from any and all loss, liability, fines, penalties, forfeitures, costs and damages, including but not limited to personal injury, death at any time, and property damage, and including further attorney's fees, litigation and legal expenses incurred by the City Indemnitee or held to be the liability of the City Indemnitee (including plaintiff's or petitioner's attorney's fees if awarded, in connection with the City Indemnitee's defense of its actions in any proceeding) (collectively, **"Losses"**) incurred by any City Indemnitees from any and all claims, demands and actions in law or equity (collectively, a **"Claim"**), whether in contract, tort or strict liability, resulting from, arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the issuance of the Commercial Cannabis Business Permit, permits, licenses, or other entitlements related to the Project; or (iv) the City's granting, issuing or approving use of this Agreement. If any portion of a claim, demand or action in law gives rise to indemnification under this Agreement, Developer shall be responsible for indemnifying, holding harmless or defending the City as to the entire claim, demand or action in law. Developer's indemnification obligations under the proceeding portions of this paragraph shall apply regardless of whether the City Indemnitees are negligent, but shall not apply to any Losses caused solely by the gross negligence or willful misconduct of any City Indemnitees.

In addition, Developer shall indemnify, hold harmless and defend the City Indemnitees from any and all federal enforcement actions arising from (i) the execution of this Agreement, (ii) the issuance of the Commercial Cannabis Business Permit, permits, licenses, or other entitlements related to the Project, and/or (iii) any other entitlements or approvals by the City to operate the Project. Further, Developer shall indemnify, hold harmless and defend the City Indemnitees from any and all violations of federal, state and/or local law by Developer, its officers, officials, employees, agents, subcontractors, independent contractors and volunteers.

If Developer should subcontract all or any portion of the work to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend the City Indemnitees in accordance with the terms of the two prior paragraphs of this Section. Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in the two prior paragraphs of this Section, be required to indemnify, hold harmless and defend the City Indemnitees to the fullest extent allowed by law, from any and all Claims and Losses that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

7.3.3 Damage Claims. The nature and extent of Developer's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 7.3.1 and 7.3.2 shall be governed by this Section 7.3.3. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend the City Indemnitees from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Developer or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Developer or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of any required Off-Site

Improvements unless and until such Off-Site Improvements are dedicated to and officially accepted by the City). Developer's obligations under the preceding sentence shall apply regardless of whether City Indemnitees are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of any City Indemnitees.

If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend City Indemnitees in accordance with the terms of the preceding paragraph. The Developer further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Developer, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of any of the City Indemnitees.

7.4 Insurance. Except for any Off-Site Improvements constructed pursuant to the terms of this Agreement (in which case insurance for the Off-Site Improvements shall be required through the date of the City's final formal acceptance of Off-Site Improvements constructed), from the Effective Date of this Agreement and at all times herein (the **"Insurance Period"**), Developer shall pay for and maintain in full force and effect all policies of insurance described in this section with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide. The following policies of insurance are required:

7.4.1 Commercial General Liability Insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement),with limits of liability of not less than $2,000,000 per occurrence for bodily injury and property damage, $1,000,000 per occurrence for personal injury, $2,000,000 general aggregate and $2,000,000 aggregate for products and completed operations.

7.4.2 Commercial Automobile Liability Insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than $2,000,000 per accident for bodily injury and property damage.

7.4.3 Workers' Compensation Insurance as required under the California Labor Code.

7.4.4 Employer's Liability with minimum limits of liability of not less than $1,000,000 each accident, $1,000,000.00 policy limit and $1,000,000 for each employee.

7.4.5 General Insurance Requirements.

(a) In the event Developer purchases an Umbrella or Excess insurance policy to meet the "Minimum Limits of Insurance," this insurance policy shall "follow form" and afford no less

coverage than the primary insurance policy.

(b) Developer shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Developer shall also be responsible for payment of any self-insured retentions.

(c) The above described policies of insurance shall be endorsed to provide an unrestricted 30 (thirty) day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 (ten) day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Developer shall provide a new certificate evidencing renewal of such policy not less than 15 (fifteen) calendar days prior to the expiration date of the expiring policy. Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Developer shall file with City a new certificate and all applicable endorsements for such policy.

(d) The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees, consultants, attorneys, and volunteers as an additional insured. Such policy of insurance shall be endorsed so Developer's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees, consultants, attorneys, and volunteers. Developer shall have furnished City with the certificates and applicable endorsements for all required insurance prior to start of construction of any phase of development. Developer shall furnish City with copies of the actual policies upon the request of City's City Manager at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

(e) If at any time during the Insurance Period, Developer fails to maintain the required insurance in full force and effect, the City Engineer, or his/her designee, may order that the Developer, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. The insurance requirements set forth in this Section 7.4 are material terms of this Agreement.

(f) If Developer should hire a general contractor to provide all or any portion of the services or work to be performed under this Agreement, Developer shall require the general contractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the general contractor's certificates and endorsements shall be on file with Developer and City prior to the commencement of any work by the general contractor.

(g) If the general contractor should subcontract all or a portion of the services or work to be performed under this Agreement to one or more subcontractors, Developer shall require the general contractor to require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that each subcontractor shall be required to pay for and maintain Commercial General Liability insurance with limits of liability of not less than $1,000,000 per occurrence for bodily injury and property damage, $1,000,000 per occurrence for personal injury, $2,000,000 aggregate for products and completed operations and $2,000,000 general

aggregate and Commercial Automobile Liability insurance with limits of liability of not less than less than $1,000,000 per accident for bodily injury and property damage. Subcontractors' certificates and endorsements shall be on file with the general contractor, Developer and City prior to the commencement of any work by the subcontractor. Developer's failure to comply with these requirements shall constitute an "Event of Default" as that term is defined in Section 10.1.

8. Benefits

8.1 Benefits to the City. The City has extensively reviewed the terms and conditions of this Agreement and, in particular, has specifically considered and approved the impact and benefits of the Project upon the regional welfare. The terms and conditions of this Agreement have been found by the City to be fair, just, and reasonable, and to provide appropriate benefits to the City. This Agreement and the development of the Project will serve the best interests, and the public health, safety, and welfare of the residents and invitees, of the City and the general public. This Agreement will help provide effective and efficient development of any off-site improvements and other Required Exactions in the vicinity of the Property; help maximize effective utilization of resources within the City; increase City tax revenues; and provide other substantial public benefits to the City and its residents by achieving the goals and purposes of the Development Agreement Laws, the Suisun City Municipal Code and the 2035 Suisun City General Plan (as may be amended).

8.2 Benefits to the Developer. The Developer has expended and will continue to expend substantial amounts of time and money on the planning and development of the Project. In addition, the Developer may expend substantial amounts of time and money for the construction of the off-site improvements, if required, and other Required Exactions in connection with the Project. The Developer would not make such expenditures except in reliance upon this Agreement. The benefit to the Developer under this Agreement consists of the assurance that the City will preserve the rights of Developer to develop the Property as planned and as set forth in the Project Approvals, the City Permits, and this Agreement.

9. Annual Review of Compliance.

9.1 Annual Review. City and Developer shall annually review this Agreement, and all actions taken pursuant to the terms of this Agreement with respect to the Project in accordance with the provisions of California Government Code section 65865.1 and this Section 9. The Parties recognize that this Agreement and the Project Approvals and City Permits referenced herein contain extensive requirements and that evidence of each and every requirement would be a wasteful exercise of the Parties' resources. Accordingly, Developer shall be deemed to have satisfied its duty of demonstration if it presents evidence satisfactory to the City of its good faith compliance, as that term is used in Government Code, section 65865.1, with the material provisions of this Agreement.

9.2 Developer Report. Not later than the first anniversary date of the Effective Date, and not later than each anniversary date of the Effective Date thereafter during the Term, Developer shall apply for annual review of this Agreement. Developer shall submit with such application a report to the City Manager describing Developer's good faith compliance with the terms of this Agreement during the preceding year (the **"Developer Report"**). The Developer Report shall include a statement that the report is submitted to City pursuant to the requirements of California Government Code section 65865.1.

9.3 Finding of Compliance. Within 30 (thirty) days after Developer submits the Developer Report under Section 9.2, the City Manager shall review Developer's submission to ascertain whether Developer has demonstrated good faith compliance with the material terms of this Agreement. If the City Manager finds and determines that Developer has in good faith complied with the material terms of this Agreement, or does not determine otherwise within 30 (thirty) days after delivery of the Developer Report, the annual review shall be deemed concluded. If the City Manager initially determines that the Developer Report is inadequate in any respect, he or she shall provide written notice to that effect to Developer, and Developer may supply such additional information or evidence as may be necessary to demonstrate good faith compliance with the material terms of this Agreement. If the City Manager concludes that Developer has not demonstrated good faith compliance with the material terms of this Agreement, he or she shall so notify Developer prior to the expiration of the 30-day period and prepare a staff report to the City Council with respect to the conclusions of the City Manager and the contentions of Developer with respect thereto (the **"Staff Report"**).

9.4 Hearing Before City Council to Determine Compliance. After submission of the Staff Report of the City Manager, the City Council shall conduct a noticed public hearing to determine the good faith compliance by Developer with the material terms of this Agreement. At least 30 (thirty) days prior to such hearing, the City Manager shall provide to the City Council, Developer, and to all other interested Persons requesting the same, copies of the Staff Report and other information concerning Developer's good faith compliance with the material terms of this Agreement and the conclusions and recommendations of the City Manager. At the public hearing, Developer and any other interested persons may submit evidence, orally or in writing, and address all the issues raised in the Staff Report on, or with respect or germane to, the issue of Developer's good faith compliance with the material terms of this Agreement. If, after receipt of any written or oral response of Developer, and after considering all of the evidence at such public hearing, the City Council finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with the material terms of this Agreement, then the City Council shall specify to Developer the respects in which Developer has failed to comply, and shall also specify a reasonable time for Developer to meet the terms of compliance, which time shall be not less than 30 (thirty) days after the date of the City Council's determination, and shall be reasonably related to the time adequate to bring Developer's performance into good faith compliance with the material terms of this Agreement. If the areas of noncompliance specified by the City Council are not corrected within the time limits prescribed by the City Council , subject to Force Majeure pursuant to Section 13.1, then the City Council may by subsequent noticed public hearing extend the time for compliance for such period as the City Council may determine (with conditions, if the City Council deems appropriate), Terminate, or modify this Agreement (in which case notice of such action shall be recorded) or take such other actions as may be specified in the Development Agreement Laws. Any notice to Developer of a determination of noncompliance by Developer hereunder, or of a failure by Developer to perfect the areas of noncompliance hereunder, shall specify in reasonable detail the grounds therefor and all facts demonstrating such noncompliance or failure, so that Developer may address the issues raised in the notice of noncompliance or failure on a point-by-point basis in any hearing held by the City Council hereunder.

9.5 Meet and Confer Process. If either the City Manager or the City Council makes a determination that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, the City Manager and/or designated City Council representatives may initiate a meet and confer process with Developer pursuant to which the Parties shall meet and confer in order to determine a resolution acceptable to both Parties of the basis upon which the City Manager or City Council has determined that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement. If, as a result of such meet and confer process,

the Parties agree on a resolution on the basis related to the determination that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, the results and recommendations of the meet and confer process shall be presented to the City Council for review and consideration at its next regularly scheduled public meeting, including consideration of such amendments to this Agreement as may be necessary or appropriate to effectuate the resolution achieved through such meet and confer process. Developer shall be deemed to be in good faith substantial compliance with the material terms of this Agreement, only upon City Council acceptance of the results and recommendations of the meet and confer process.

9.6 Certificate of Compliance. If the City Manager (or the City Council, if applicable) finds good faith substantial compliance by Developer with the material terms of this Agreement, the City Manager shall issue a certificate of compliance within 10 (ten) days thereafter, certifying Developer's good faith compliance with the material terms of this Agreement through the period of the applicable annual review. Such certificate of compliance shall be in recordable form and shall contain such information as may be necessary in order to impart constructive record notice of the finding of good faith compliance hereunder. Developer shall have the right to record the certificate of compliance in the Official Records.

9.7 Effect of City Council Finding of Noncompliance; Rights of Developer. If the City Council determines that Developer has not substantially complied in good faith with the material terms of this Agreement pursuant to Section 9.4 and takes any of the actions specified in Section 9.4 with respect to such determination of noncompliance, Developer shall have the right to contest any such determination of noncompliance by the City Council pursuant to a legal action filed in accordance with Section 16.5.

9.8 City Costs. Developer shall reimburse the City for all of the City's reasonable costs, (including but not limited to, staff time, attorney's fees, and administrative costs) incurred in connection with Sections 9.1 through 9.8 of this Agreement. Pursuant to this section, Developer shall remit a deposit of $2,000 (Two Thousand Dollars) to the City at the time of submission of the required Developer Report. If the deposit is insufficient to reimburse the City, the City may submit an invoice to Developer, who shall render payment to the City within 30 (thirty) days of receiving an invoice from the City for its costs. Any excess monies deposited by Developer to the City pursuant to this Section 9.8 shall be returned to Developer by the City within 30 (thirty) days after issuance of the certificate of compliance or completion of any of the actions set forth in Section 9.7 of this Agreement.

10. Events Of Default; Remedies; Estoppel Certificates.

10.1 Events of Default.

10.1.1 The failure by a Party to perform any material term or provision of this Agreement (including but not limited to the failure of a Party to approve a matter or take an action within the applicable time periods governing such performance under this Agreement) shall, subject to the provisions of this Agreement, constitute an **"Event of Default"**, if: (a) such defaulting Party does not cure such failure within 30 (thirty) days following delivery of a Notice (as hereinafter defined) of default from the other Party (**"Notice of Default"**), where such failure is of a nature that can be cured within such 30 day period; or (b) where such failure is not of a nature which can be cured within such 30 day period, the defaulting Party does not within such 30 day period commence substantial efforts

to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Any Notice of Default given hereunder shall specify in reasonable detail the nature of the failures in performance by the defaulting Party and the manner in which such failures of performance may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

10.1.2 Any Notice of Default to the defaulting Party pursuant to Section 10.1.1 shall satisfy the requirements of Section 15 of this Agreement and shall include a provision in at least fourteen face bold type substantially as follows: "YOU HAVE FAILED TIMELY TO PERFORM OR RENDER AN APPROVAL OR TAKE AN ACTION REQUIRED UNDER THE DEVELOPMENT AGREEMENT: [SPECIFY IN DETAIL]. YOUR FAILURE TO COMMENCE TIMELY PERFORMANCE AND COMPLETE SUCH PERFORMANCE AS REQUIRED UNDER THE AGREEMENT OR RENDER SUCH APPROVAL TO TAKE SUCH ACTION WITHIN 30 (THIRTY) DAYS AFTER THE DATE OF THIS NOTICE SHALL ENTITLE THE UNDERSIGNED TO TAKE ANY ACTION OR EXERCISE ANY RIGHT OR REMEDY TO WHICH IT IS ENTITLED UNDER THE AGREEMENT AS A RESULT OF THE FOREGOING CIRCUMSTANCES."

10.2 Remedies. Upon the occurrence of an Event of Default, each Party shall have the right, in addition to all other rights and remedies available under this Agreement, to: (a) bring any proceeding in the nature of specific performance, injunctive relief or mandamus; and/or (b) bring any action at law or in equity as may be permitted by laws of the State of California or this Agreement. Nothing in this Agreement shall limit or waive any other right or remedy available to a party to seek injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm.

10.3 Waiver. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any failure of performance, including an Event of Default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent action or inaction.

10.4 Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party to certify in writing: (a) that this Agreement is in full force and effect and a binding obligation of the Parties; (b) that this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; (c) to the knowledge of such other Party, that neither Party has committed an Event of Default under this Agreement, or if an Event of Default has to such other Party's knowledge occurred, to describe the nature of any such Event of Default; and (d) such other certifications that may be reasonably requested by the other Party or a Mortgagee (as hereinafter defined). A Party receiving a request hereunder shall execute and return such certificate within 20 (twenty) days following the receipt thereof, and if a Party fails so to do within such 20 day period, the information in the requesting Party's notice shall conclusively be deemed true and correct in all respects. The City Manager, as to the City, shall execute certificates requested by Developer hereunder. Each Party acknowledges that a certificate hereunder may be relied upon by Transferees (as hereinafter defined) and Mortgagees (as hereinafter defined). No Party shall, however, be liable to the requesting Party, or other Person requesting or receiving a certificate hereunder, on account of any information therein contained,

notwithstanding the omission for any reason to disclose correct and/or relevant information, but such Party shall be estopped with respect to the requesting Party, or such third Person, from asserting any right or obligation, or utilizing any defense, which contravenes or is contrary to any such information.

11. [Reserved].

12. Transfers.

12.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" means any Person directly or indirectly Controlling, Controlled by or under Common Control with Owner.

"Control" means the ownership (direct or indirect) by one Person of an interest in the profits and capital and the right to manage and control the day to day affairs of another Person. The term "Control" includes any grammatical variation thereof, including "Controlled" and "Controlling".

"Common Control" means that two Persons are both controlled by the same other Person.

"Mortgage" means a first or second lien mortgage, deed of trust, or other similar instrument affecting the Property .

"Mortgagee" means the holder of a Mortgage.

"Person" means an individual, partnership, firm, association, corporation, limited liability company, trust, governmental agency, administrative tribunal or other form of business or legal entity.

"Transfer" means the sale, assignment, or other transfer by Developer of this Agreement, or any right, duty or obligation of Developer under this Agreement, including by foreclosure, trustee sale, or deed in lieu of foreclosure, under a Mortgage, but excluding: (a) a dedication of any portion of the Property to the City or another governmental agency; (b) a Mortgage; (c) ground leases, leases, subleases, licenses and operating agreements entered into by Developer with tenants or occupants of the Project for occupancy of space in any buildings or improvements (together with any appurtenant tenant rights and controls customarily included in such leases or subleases) in the Project, and any assignment or transfer of any such ground lease, lease, sublease, license or operating agreement by either party thereto; (d) any sale of a building pad and surrounding area in the Property to a future retail or restaurant occupant (or its affiliated entity) for the intended purpose of the development and occupancy of a building or improvement thereon; and (e) any collateral assignment of this Agreement to a Mortgagee.

"Transferee" means the Person to whom a Transfer is effected.

12.2 Conditions Precedent to Developer Right to Transfer. Except as otherwise provided in this Section 12, Developer shall only have the right to effect a Transfer subject to and upon

fulfillment of the following conditions precedent:

12.2.1 No Event of Default by Developer shall be outstanding and uncured as of the effective date of the proposed Transfer, unless the City Council has received adequate assurances satisfactory to the City Council that such Event of Default shall be cured in a timely manner either by Developer or the Transferee under the Transfer.

12.2.2 Prior to the effective date of the proposed Transfer, Developer or the proposed Transferee has delivered to the City an executed and acknowledged assignment and assumption agreement (the "**Assumption Agreement**") in recordable form. Such Assumption Agreement shall include provisions regarding: (a) the rights and interest proposed to be Transferred to the proposed Transferee; (b) the obligations of Developer under this Agreement that the proposed Transferee will assume; and (c) the proposed Transferee's acknowledgment that such Transferee has reviewed and agrees to be bound by this Agreement. The Assumption Agreement shall also include the name, form of entity, and address of the proposed Transferee, and shall provide that the Transferee assumes the obligations of Developer to be assumed by the Transferee in connection with the proposed Transfer. The Assumption Agreement shall be recorded in the Official Records concurrently with the consummation of the Transfer.

12.2.3 Prior to the effective date of the proposed Transfer, City consents in writing to the Transfer. City's consent shall not be unreasonably withheld. Factors the City may consider in determining whether to consent to the transfer include the financial capacity of the proposed Transferee to comply with all of the terms of the Agreement and the history, if any, of compliance of Transferee, its principals, officers or owners with the provisions of federal or state law, the Suisun City Municipal Code or agreements with the City relating to development projects within the City of Suisun City.

12.3 Transfer to Affiliate. Notwithstanding the provisions of Section 12.2, Developer shall have the right to Transfer all of its rights, duties, and obligations under this Agreement to an Affiliate of Developer. Such Affiliate shall become a Transferee upon: (a) the acquisition by such Affiliate of the affected interest of Developer under this Agreement; (b) delivery to the City of an Assumption Agreement executed by the Affiliate pursuant to which the Affiliate assumes, from and after the date such Affiliate so acquires its interest, the applicable rights, duties and obligations of Developer under this Agreement and (c) delivery to the City of documents and other evidence establishing, to the reasonable satisfaction of the City, the Affiliate's financial capacity to meet all of its duties and obligations under this Agreement. By virtue of its demonstrated status as an Affiliate of Developer and recognizing that Transfers to Affiliates will facilitate Developer's ability to develop the Project consistent with this Agreement, the City hereby consents to any Transfer to an Affiliate in accordance with this Section 12.3 and no further consent of the City shall be required for any Transfer by Developer to an Affiliate.

12.4 Mortgagee as Transferee. No Mortgage (including the execution and delivery thereof to the Mortgagee) shall constitute a Transfer. A Mortgagee shall be a Transferee only upon: (a) the acquisition by such Mortgagee of the affected interest of Developer encumbered by such Mortgagee's Mortgage; and (b) delivery to the City of an Assumption Agreement executed by the Mortgagee pursuant to which the Mortgagee assumes assuming, from and after the date such Mortgagee so acquires its interest, the applicable rights, duties and obligations of Developer under this Agreement. No further consent of the City shall be required for any such Transfer to a Mortgagee.

12.5 Effect of Transfer. A Transferee shall become a Party to this Agreement only with respect to the interest transferred to it under the Transfer and then only to the extent set forth in the Assumption Agreement delivered under Sections 12.2.2, 12.3 and 12.4. When and if Developer Transfers all of its rights, duties and obligations under this Agreement in accordance with Section 12.2, 12.3 or 12.4, Developer shall be released from any and all obligations accruing after the date of the Transfer under this Agreement. If Developer effectuates a Transfer as to only some but not all of its rights, duties and obligations under this Agreement, Developer shall be released only from its obligations accruing after the date of the Transfer which the Transferee assumes in the Assumption Agreement.

12.6 No Transfer of Commercial Cannabis Permit. Notwithstanding any other provision of this Agreement, a Commercial Cannabis Permit shall not be subject to the transfer process, and prior to any transfer Transferee must seek to qualify for and obtain a Commercial Cannabis Permit as required by Chapter 18.49 of the Suisun City Municipal Code.

13. Enforced Delay; Extension of Time of Performance; Excused Performance.

13.1 Force Majeure. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or failures to perform are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, the discovery and remediation of hazardous waste or significant geologic, hydrologic, archaeologic or paleontologic problems on the Property, fires, casualties, acts of God, shortages of labor or material, governmental restrictions imposed or mandated by governmental entities other than the City, enactment of conflicting state or federal statutes or regulations, judicial decisions, litigation not commenced by a Party to this Agreement claiming the enforced delay, or any other basis for excused performance which is not within the reasonable control of the Party to be excused. Causes for delay as set forth above are collectively referred to as **"Force Majeure."**

13.2 Notice. If Notice (as hereinafter defined) of such delay or impossibility of performance is provided to a Party within 30 (thirty) days after the commencement of such delay or condition of impossibility, an extension of time for such cause shall not be unreasonably denied by such Party. The extension shall be for the period of the enforced delay, or longer as may be mutually agreed upon by the applicable Parties in writing. Any performance rendered impossible shall be excused in writing by the Party so notified.

14. Project Approvals Independent. Except to the extent otherwise recognized by CEQA, all City Permits which may be granted pursuant to this Agreement, and all Project Approvals which have been issued or granted by the City with respect to the Property and the Project, constitute independent actions and approvals by the City. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if this Agreement is Terminated for any reason, then such invalidity, unenforceability or Termination of this Agreement, or any part hereof, shall not affect the validity or effectiveness of any such City Permits or the Project Approvals. In such cases, such City Permits and Project Approvals will remain in effect pursuant to their own terms, provisions, and conditions of approval. As such, the City may place conditions of approval on all City Permits which may be granted pursuant to this Agreement, and Project Approvals which have been issued or granted by the City with respect to the Property and the Project, so long as such conditions are consistent with the terms of this Agreement.

15. Notices

15.1 Form of Notices; Addresses. All notices and other communications (the **"Notices"**) required or permitted to be given by any Party to another Party pursuant to this Agreement shall be properly given only if the Notice is: (a) made in writing (whether or not so stated elsewhere in this Agreement); (b) given by one of the methods prescribed in Section 15.2; and (c) sent to the Party (to which it is addressed at the address set forth below (with a copy to the appropriate entity as indicated below) or at such other address as such Party (or the addressee required to be sent a copy) may hereafter specify by at least five (5) calendar days' prior written notice:

If to City:	City of Suisun City Attn: Greg Folsom, City Manager 701 Civic Center Drive Suisun City, CA 94585 gfolsom@suisun.com
and to:	Aleshire & Wynder, LLP Attn: Elena Gerli, City Attorney 2361 Rosecrans Avenue, Suite 475 El Segundo, CA 90245 email: egerli@awattorneys.com
If to Developer:	Element 7 Suisun City LLC Attn: Robert DiVito, Manager PO Box 388 San Francisco, CA 94104 Email: robert@e7ca.com
and to:	Sheila Merchant Esq. 215 Culver Blvd, #5313 Playa Del Rey, CA 90296 Email: Sheila.merchant@gmail.com

15.2 Methods of Delivery. Notices may be either: (a) delivered by hand; (b) via overnight delivery or through the U.S. Mail via certified mail; or (c) via email with a confirmation copy delivered the following day via overnight delivery. Notices shall be effective on the date of receipt.

16. General Provisions.

16.1 City's Reservation of Authority. The Parties acknowledge and agree that the intent of the Parties is that this Agreement be construed in a manner that protects the vested rights granted to Developer herein. Except for anything to the contrary in this Agreement, the Parties acknowledge and agree that: (a) the City reserves all of its police power and/or statutory or other legal powers or responsibilities; (b) the City reserves all of its authority to enact additional regulations, whether enacted by the City Council or the City Manager, relating to commercial cannabis business activities; and (3) this Agreement shall not be construed to limit the authority or obligation of the City

to hold necessary public hearings, to limit the discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws, and entitlement of use which require the exercise of discretion by the City or any of its officers or officials. This Agreement shall not be construed to limit the obligations of the City to comply with CEQA or any other federal or state law.

16.2 Amendment or Cancellation. Subject to meeting the notice and hearing requirements of section 65867 of the California Government Code, this Agreement may be amended from time to time, or canceled in whole or in part, by mutual written consent of the City and Developer, or their respective successors in interest in accordance with the provisions of section 65868 of the California Government Code.

16.3 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and referring expressly to this Section. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence of event.

16.4 Successor and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, and any subsequent owners of all or any portion of the Property and their respective successors and assigns. Any successors in interest to the City shall be subject to the provisions set forth in sections 65865.4 and 65868.5 of the California Government Code.

16.5 Interpretation and Governing State Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to enforce the terms of this Agreement shall be brought and heard solely in the Superior Court of the State of California, County of Solano.

16.6 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other Person shall have any right of action based upon any provision of this Agreement.

16.7 Future Acquisitions. In the event that Developer or an affiliate of Developer acquires or obtains a legal or equitable interest in any property other than the Property (the **"After Acquired Land"**) during the Term of this Agreement that the Developer intends to use to expand the Project, the City and Developer shall engage in good faith negotiations for an amendment to this Agreement to incorporate the After Acquired Land and any additional or expanded cannabis businesses.

16.8 Attorneys' Fees. If either Party commences any action for the interpretation, enforcement, termination, cancellation or rescission hereof, or for specific performance of the breach hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorneys' fees under this Section shall include attorneys' fees on any appeal and any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

16.9 Limitation of Legal Acts. Except as provided in Section 16.8, in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed that the Developer's sole legal remedy for a breach or violation of this Agreement by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

16.10 Validation. If so requested in writing by the Developer, the City agrees to initiate appropriate procedure under California Code of Civil Procedure section 860 *et seq*., in order to validate this Agreement, and the obligations thereunder. Any validation undertaken at the request of the Developer shall be at the sole cost of the Developer.

16.11 Successor Statutes Incorporated. All references to a statute or ordinance, shall incorporate any, or all, successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to the Developer under this Agreement.

16.12 Incorporation of Attachments. All recitals and attachments to this Agreement, including all Exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

16.13 Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the affairs of the City, or otherwise, or cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any Person who is not a Party or a Transferee; and nothing in this Agreement shall limit or waive any rights Developer may have or acquire against any third Person with respect to the terms, covenants or conditions of this Agreement.

16.14 Not A Public Dedication. Except for Required Exactions specifically set forth in this Agreement and then only when made to the extent so required, nothing herein contained shall be deemed to be a gift or dedication of the Property or any buildings or improvements constructed in the Project, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Property as private property.

16.15 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

16.16 Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be

one and the same instrument when each Party signs each such counterpart.

16.17 Signature Pages. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement.

16.18 LLMD and CFD. If required as a condition of a Project Approval, and at the written request of Developer, the City agrees to reasonably cooperate with Developer, at no cost or expense to the City, in the establishment of a Lighting and Landscaping Maintenance District (LLMD) or community facility district (CFD) encompassing the Property to assist in the financing of certain off-site improvements and Required Exactions related to the Project. In the alternative, upon request by the City, Developer i) agrees to join an LLMD or annex to the same; and ii) agrees to become part of a CFD, under the Mello-Roos Community Facilities Act, or equivalent mechanism to address services such as fire, police, storm drainage maintenance, road infrastructure maintenance, or similar services, and agrees to annex or join the same. Developer shall be solely responsible for paying its proportionate cost for services associated with the same, including i) any costs of formation or annexation, including those incurred by the City; and ii) costs required by participants in said District(s). This provision will survive the termination of the Agreement.

SIGNATURES ARE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

"CITY"

CITY OF SUISUN CITY,
a municipal corporation

By: _____
Lori Wilson, Mayor

_____, 2022

ATTEST:

_____
Anita Skinner, City Clerk

APPROVED AS TO FORM:

_____
Elena Q. Gerli
City Attorney

"DEVELOPER"

ELEMENT 7 SUISUN CITY LLC,
a limited liability company

By: _____
Name:
Its:

_____, 2022

Note: Developer's signature shall be notarized, and appropriate attestations shall be included as may be required by the bylaws, articles of incorporation, or other rules or regulations applicable to developer's business entity.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.
Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

PROPERTY (red property lines)

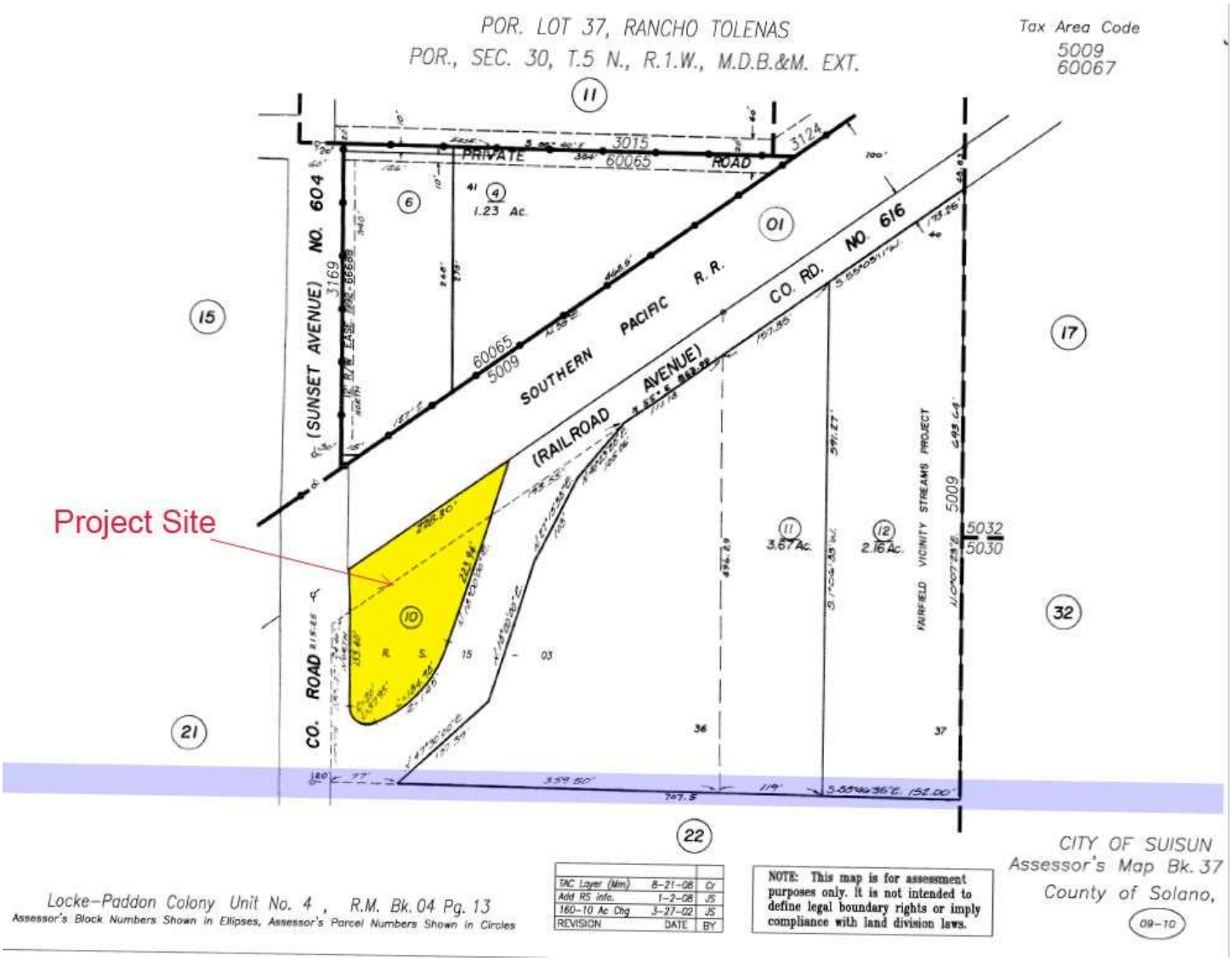


EXHIBIT "B"

PROPERTY LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE

A PORTION OF LOT 36 AS SAME IS SHOWN ON THAT CERTAIN MAP ENTITLED: "LOCKE PADDON COLONY NUMBER 4" WHICH WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA, OCTOBER 11, 1912 IN BOOK 4 OFMAPS, PAGE 13, WHICH LIES WESTERLY NORTHERLY AND EASTERLY OF THAT PROPERTY CONVEYED BY PETER S. PICHERING TO THE COUNTY OF SOLANO, WHICH DEED WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER JULY 21, 1978 AT PAGE 59800 AS INSTRUMENT NO. 34484.

PARCEL TWO

THAT PORTION OF COUNTY ROAD NUMBER 616 (RAILROAD AVENUE) LYING EAST OF SUNSET AVENUE AS ABANDONED BY THE COUNTY OF SOLANO BY RESOLUTION NO. 80-163 WHICH RESOLUTION WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, SEPTEMBER 8, 1980 AT PAGE 62316 AS INSTRUMENT NO. 38271, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SUNSET AVENUE (COUNTY ROAD NUMBER 604) A 40 FOOT ROAD AND THE SOUTHEASTERLY RIGHT-OF-WAY LIEN OF RAILROAD AVENUE (COUNTYROAD NUMBER 616) A 40 FOOT ROAD; THENCE NORTH 55° 02' 31" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 24.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 55° 02' 31" EAST ALONG A SAID SOUTHEASTERLY RIGHT-OF-WAY A DISTANCE OF 203.26 FEET; THENCE NORTH 18° 00' 00" EAST A DISTANCE OF 56.40 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LIEN OF THE SOUTHERN PACIFIC RAILROAD; THENCE SOUTH 55° 02' 31" WEST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 228.30 FEET; THENCE SOUTH ADISTANCE OF 48.81 FEET TO THE TRUE POINT OF BEGINNING.

APN: 0037-160-100

EXHIBIT "C"

CONDITIONS OF APPROVAL

GENERAL

G-1 The Developer shall indemnify, defend, and hold harmless the City of Suisun City, including its agents, employees, and officers in accordance with the indemnification provisions of the Agreement.

G-2 The use shall be constructed and operated in accordance with the information presented (except as otherwise identified in these Conditions of Approval) and shall conform to all requirements of the Suisun City Municipal Code (SCMC), including but not limited to the Uniform Building Code, as adopted by SCMC Title 15.

G-3 Approval of this permit will be effective, provided no appeals are received within 10 days of the City Council meeting date of _____ and that Developer's signatures are obtained affirming that they have read and understand the Conditions of Approval for Application No. _____, and agree to comply with the conditions.

G-4 The Developer shall comply with all applicable Federal, State, and local codes including, but not limited to, the Uniform Building Code, Fire Code and County Health Department guidelines as interpreted by the County Health Inspectors.

G-5 All the proposed improvements, including landscape installation shall be completed prior to issuance of any business license or Certificate of Occupancy.

G-6 Prior commencing operations, Developer shall obtain a Type 10 Retailer cannabis license from the State of California's Bureau of Cannabis Control, CalCannabis Cultivation Licensing, or the Manufactured Cannabis Safety Branch, as applicable, including from any successor or later-added State agency, and shall maintain such State licensing in good standing throughout the Term of the Agreement.

PLANNING

P-1 The use shall operate consistently with approved Commercial Cannabis Business Permit (CCBP) approved by the City Council. This includes hours of operation, types of business activities on and off site, and approved site layout.

P-2 A sign permit and building permit shall be submitted to and approved by the Development Services Department.

P-3 The final color scheme to be approved by Development Services Director (or his/her designee).

P-4 Final plans, responding to any comments raised at the _____ City Council meeting, need to be submitted and approved by the Development Services Director (or his/her designee).

P-5 A photometric/lighting plan shall be submitted and approved by the Development Services Director (or his/her designee) before building permit issuance.

P-6 All exterior lighting shall be downcast.

P-7 Construction of the project and use of the property shall be in substantial conformance with the approved plans including the project description. Any deviation will need to be submitted to the Development Services Director to determine whether further Planning Commission consideration is necessary.

PUBLIC WORKS

PW-1 All work performed shall conform to these conditions as well as to all City ordinances, rules, standard specifications and details, design standards, and any special requirements imposed by the City Engineer. The Public Works Department will provide inspection to ensure conformance. Any deviation from the aforementioned documents shall require review and written approval by the City Engineer. Deviations or exceptions to the design requirements in the listed documents for private improvements must be identified in the design guidelines, or submitted to the City Engineer for approval.

PW-2 The City Engineer may approve and/or negotiate minor changes or exceptions to Public Works Department conditions of approval.

PW-3 The Applicant shall designate a design professional as the main point of contact in submitting plans, reports and other documents to the City during the design and plan review phase. Submittals from any other person will not be accepted by the City.

PW-4 The Improvement Plans shall include a General Note that: any revisions to the approved Improvement Plans and/or City Standards, including those due to field conditions, shall require review and written approval by the City Engineer. The Applicant shall have the revised plans prepared by the Project Professional Designer and shall have the revised plans submitted for review and approval by the City Engineer. Any revisions to the Improvement Plans resulting from these or other conditions contained herein shall be subject to written approval of the City Engineer.

PW-5 The Improvement Plans shall include a Site Improvement Plan prepared by a registered Civil Engineer.

PW-6 The Improvement Plans shall include and demonstrate successful turning movements for all City fire trucks and commercial trucks.

PW-7 The Applicant shall pay all Public Works fees, including plan review and inspection fees, as established by the City Public Works Fee Schedule at the time of submittal of Improvement Plans.

PW-8 At the time of submittal of Improvement Plans, the Applicant shall submit a deposit for City Public Works, Fire Department, and Suisun-Solano Water Authority (SSWA) plan review and inspections. The deposit shall be in the amount of $20,000. Plan review and inspection will be charged against this deposit. At the end of the project, any remaining balance will be returned to the Applicant. Conversely, any charges above the deposit shall be paid by the Applicant within 7 calendars of being notified of the shortfall.

PW-9 The Applicant shall obtain all necessary permits from all applicable agencies prior to start of construction.

PW-10 The Applicant shall dedicate, as required, on-site easements for new public utilities by Final Map or approved instrument prior to start of construction.

PW-11 If not already existing, the Applicant shall dedicate a ten-foot (10') minimum utility service easements along the road frontages by Final map or approved instrument prior to construction.

PW-12 Dumpsters to be used on this project shall be dumpsters supplied by Republic Services. This is pursuant to the agreement between the City and Republic Services for all areas

within Suisun City. Dumpsters shall be screened from public view by a City-approved method and shall be covered at all times after work hours.

PW-13 All work within the public right-of-way, which is to be performed by the Applicant, the general contractor, and all subcontractors shall be included within a single City Encroachment Permit issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

PW-14 The Applicant shall have a superintendent present at all times at the job site. Superintendent shall provide the quality control for the Applicant; respond to the City's concerns; coordinate inspections with the City Inspector; make construction decisions on behalf of the Applicant; and coordinate work of the Applicant's subcontractors.

PW-15 Any existing wells shall be abandoned per County of Solano Health Department standards prior to development of the property. Owner shall submit documentation to the Public Works Director that this condition has been satisfied prior to any construction on this project.

PW-16 If any archaeological resources are found during the grading of the site or during performance of any work, work shall be halted, the City Engineer shall be notified and a certified archaeological firm shall be consulted for advice at Applicant's expense.

PW-17 Any relocation or modification of any existing facilities necessary to accommodate subject project shall be at the Applicant's expense. It shall be the responsibility of the Applicant to coordinate all necessary utility relocations with the appropriate utility company.

PW-18 Any existing frontage, or street, improvements, which in the opinion of the City Engineer, are currently damaged or become damaged as a part of the work shall be removed and replaced as required to the current City Standards, or as directed.

PW-19 Visual obstructions over three feet in height will not be allowed within the driver's sight triangle near driveways and corners in order to allow an unobstructed view of oncoming traffic. Improvements at driveways and corners are subject to the review and approval of the City Engineer.

PW-20 The project shall comply with the requirements of the most current Municipal Regional Permit (MRP) issued to the Fairfield-Suisun Urban Runoff Management Program and to the City's Stormwater C.3 Guidebook. This includes, but is not limited to, construction and post-construction Best Management Practices (BMPS); obtaining all necessary permits for storm water discharges; entering into a Stormwater Treatment Measures Maintenance Agreement; preparing a long-term maintenance plan for the Applicant's maintenance of the post-construction stormwater facilities; and contracting with a Qualified SWPPP Practitioner (QSP) to inspect and to ensure the implementation of all elements of the Storm Water Pollution Prevention Plan (SWPPP), including non-stormwater and stormwater visual observations, sampling, and analysis and preparation of Rain Event Action Plans (REAP).

PW-21 The project shall install bioretention areas in compliance with the City's Stormwater C.3 Guidebook. As part of the improvement plans, the ponding depths, pipe sizing, time of release, and storage for the bioretention facilities shall be calculated. The project shall not introduce any ponding nuisance and shall eliminate the possibility of flooding in the bioretention facilities.

PW-22 Trees shall not be planted within bioretention areas.

PW-23 The project shall install a trash enclosure in compliance with the City's standard detail SW-3 of the City's Stormwater C.3 Guidebook. The trash enclosure shall be lockable to prevent rummaging. Also, the location of the trash enclosure shall be coordinated with the garbage company, Republic Services.

PW-24 Runoff shall not drain onto the adjacent private parcels.

PW-25 All on-site drain inlets and catch basins along the project frontage shall be marked with "No Dumping – Flows to Bay" or equivalent information.

PW-26 Street sweeping shall be regularly performed such that no evidence of tracking dirt shall be present on the public street.

PW-27 Dust control shall be in conformance with City Standards and Ordinances. Vehicles hauling dirt or other construction debris from the site shall cover any open load with a tarpaulin or other secure covering to minimize dust emissions.

PW-28 No structures such as trees, buildings, and concrete foundations shall be installed within utility easements. Civil and landscape plan sheets shall show the utility easements and all other easements.

PW-29 All relocated facilities shall meet state and local separation standards. Separation between proposed water and sanitary sewer pipes shall meet the latest Suisun-Solano Water Authority (SSWA) Design Standards, Standard Specifications, and Standard Drawings.

PW-30 The landscaping and irrigation shall comply with the City's water efficient landscaping ordinance. The irrigation plans shall include Model Water Efficient Landscape Ordinance (MWELO) calculations.

PW-31 The maximum allowable slope in landscape areas shall be 3:1, or as approved by City Engineer. Slopes steeper than the allowable slope would require the installation of retaining wall.

PW-32 Project improvements shall comply with ADA requirements.

PW-33 The project shall provide accessible on-site walk path connections to all buildings.

PW-34 The project shall install a sidewalk along the Railroad Avenue frontage. The new sidewalk shall not reduce the width of the existing paved street. Moreover, in order to property drain the street, the project shall install the necessary catch basin(s) and underground storm drain pipes.

PW-35 The project shall install private street lighting at each of the driveways to illuminate both the driveways and the street. Illumination shall comply with the City's standards. The project shall provide a photometric analysis for the on-site parking lot as well as for the public street segment fronting the project site.

PW-36 Each project driveway shall be controlled by STOP signs, bars and legends. Moreover, each driveway shall install centerlines and pavement arrows to guide outbound and inbound customers.

PW-37 The proposed gates shall be set back at least 25 feet from the edge of pavement. Gates shall be open during work hours. Gates shall only be closed after work hours.

PW-38 Per the City's ordinance, the on-site parking lot shall be paved.

PW-39 The project shall perform digout repairs and crack sealing on both sides of Railroad Avenue along the entire project site frontage (Phase 1 and Phase 2). The digout repair locations along said frontage shall be at the City Engineer's sole discretion.

PW-40 The project shall install, at the minimum, two electric vehicle (EV) charging stall: a) one

with EV charger, and b) One EV pre-wired.

PW-41 Per the traffic study prepared for the project, the project shall install delineators on the centerline of Railroad Avenue to ensure that the west driveway operates as a right-in/right-out only driveway. Property owner shall be solely responsible for the upkeep of the delineators. Property Owner shall enter into an agreement for the daily inspection and immediate replacement of damaged and missing delineators.

PW-42 The project shall install advance warning signs on Railroad Avenue east of the project site to alert westbound motorists of the existing driveways.

PW-43 The existing wood fences shall be replaced with metal fences. An alternative to the the existing wood fence that backs up against the railroad tracks is an 8-foot tall masonry wall.

PW-44 Prior to the issuance of Certificate of Occupancy, the Applicant shall submit to the Public Works Department "as-built" Improvement Plans in PDF format.

FAIRFIELD-SUISUN SEWER DISTRICT

FSSD-1 Sewer capacity fees are required to be paid upon issuance of a building permit.

FSSD-2 A site plan indicating the proposed sanitary sewer improvements, conforming to City of Suisun City and Fairfield-Suisun Sewer District standards, shall be submitted for approval. City standards require a 6-inch minimum sewer service lateral diameter for commercial connections.

FSSD-3 Conversion of the parcel from residential to commercial shall result in adherence to applicable C3 and biotreatment water quality requirements for trash capture and biotreatment, respectively.

FIRE SAFETY

FD-1 Governing Code shall comply with 2019 California Fire Code.

FD-2 Emergency Vehicle Access - Vehicle turning radius shall meet current apparatus standard. (See spec. sheet) into and throughout parcel.

FD-3 Security Gates - Shall have unobstructed width of 20 feet with electric KNOX keyed entry. Security gates shall have an approved means of emergency operation, including the event of power loss.

FD-4 Key Boxes -Fire Department emergency access to or within the structure is necessary and shall be provided KNOX key boxes installed in an approved location.

FD-5 Click-2-Enter - shall be installed on all gates to allow access for all emergency vehicles.

FD-6 Trash Enclosure shall not be closer than 5 feet of combustible walls, openings, or combustible roof eves.

FD-7 Egress and exits shall comply with requirements set by the occupant load.

SOLANO IRRIGATION DISTRICT

SID-1 Water facilities shall conform to the current Suisun-Solano Water Authority (SSWA) standard specifications and details.

SID-2 Per the SSWA Cross-Connection Control Resolution No. 99-01, all types of commercial buildings and landscape irrigation services are required to include an approved backflow prevention assembly, at the developer's expense. The desired location, service size, and flow-rate for the backflow prevention assembly must be submitted for approval. Based on the proposed commercial use, a Reduced Pressure Principle Assembly will be required on each of the domestic water services.

SID-3 Per the SSWA Cross-Connection Control Resolution No. 99-01, fire protection systems are required to include an approved backflow prevention assembly, at the developer's expense. The desired location, service size and flow-rate for the fire protection system must be submitted for approval. Based on the proposed commercial use, a Double Check-Detector Check (DCDC) Assembly will be required on each of the fire protection systems.

SID-4 The developer is required to provide and install freeze protection for all RPBFP's and DCDC's at the developer's expense.

SID-5 At the time the Building Permit is issued, the developer will be required to pay the appropriate SSWA Connection Fee and Meter Installation Fee at the City of Suisun City. These fees are determined by the size of meter requested. All domestic water services will be metered.

SID-6 We require that the District (on behalf of SSWA) review, approve and sign all Final and/or Parcel Maps, and that SSWA review, approve and sign the Improvement Plans of this development.

SID-7 The SSWA Plan Review Fee applies and is due upon submittal of the maps and plans for review.

SID-8 Electronic AutoCAD files and scanned .tif images at 300 dpi (of all improvement plan sheets) are required upon the completion of the project showing "as-builts" for electronic archiving.

October 18, 2021

Ms. Amber Norwood
Element 7, LLC
8033 Sunset Boulevard #987
Los Angeles, CA 90046

Final Focused Traffic Study for the 300 Railroad Avenue Project

Dear Ms. Norwood;

As requested, W-Trans has prepared a focused traffic study relative to the proposed project at 300 Railroad Avenue in the City of Suisun City. The project as proposed includes retail space, distribution space, a parking area, and two driveways. This study includes descriptions of the existing conditions and proposed project, the estimated trip generation of the project, a collision analysis of Railroad Avenue in the vicinity of the project, an analysis of the proposed driveways for potential operational issues, a geometric access analysis of the proposed parking lot, and a screening evaluation of vehicle miles traveled (VMT).

Existing Conditions and Project Description

Railroad Avenue in the vicinity of the site has two lanes and a posted speed limit of 35 miles per hour (mph), with a horizontal "S" curve fronting the project site. For this analysis, Railroad Avenue is considered to be oriented east-west. The existing 1,717-square-foot building is currently used as an office, and the adjacent lot is used for storage.

The proposed project would repurpose the office building to be used for cannabis retail and distribution, and the adjacent lot would be paved into 26 parking spaces including two accessible spaces. The two driveways on Railroad Avenue would be reconstructed to be 24 feet wide each and provide full access. The hours of operation would be 9:00 a.m. to 9:00 p.m., seven days per week. A copy of the site plan is enclosed.

Trip Generation

While the *Trip Generation Manual*, 10th Edition, Institute of Transportation Engineers (ITE), 2017, includes rates for "Marijuana Dispensary" (LU #882), these rates were collected at sites in Colorado during the early years of such sales being legal. In instances where the trip generation forecast may vary due to location or other factors, the recommended practice is to collect and apply local data to estimate the trip generation potential of the proposed project. Over the last two years, W-Trans collected data for 16 days at seven dispensaries in the North Bay Area. This data collection effort has identified that local rates are generally consistent with those published by ITE for the p.m. peak hour, though are considerably less over the course of an entire day. Our data collection effort has identified that local dispensaries are expected to generate about 85 vehicle trips per day per 1,000 square feet of gross floor area with about 21 trips per 1,000 square feet during the weekday p.m. peak hour. The difference in daily rates is likely because the ITE data was collected shortly after recreational marijuana was legalized in Colorado so there was a heightened level of excitement associated with the newness of the industry as well as a limited number of retail outlets and the resulting rates reflect this elevated level of trip activity. As the industry has stabilized in the North Bay Area and more dispensaries have opened for business, customers have more options so the trip generation of any single dispensary has decreased. A spreadsheet summarizing the local trip generation data and resulting rates is enclosed for reference.

Because the site is currently occupied by an office building that would cease operation with the proposed project, the trip generation of this office was considered. The "General Office Building" (LU #710) rates from the *Trip Generation Manual* were applied to the existing office use.

The expected trip generation potential for the proposed project is indicated in Table 1, with deductions taken for trips made to and from the existing office use of the site that would no longer occur. The proposed project is expected to generate an average of 146 trips per day, including three trips during the a.m. peak hour and 37 during the p.m. peak hour. After deductions for the office being displaced are taken into account, the project would be expected to generate 129 net new trips on a daily basis, including one trip during the morning peak hour and 35 trips during the evening peak hour; these new trips represent the increase in traffic associated with the project compared to existing volumes.

Table 1 – Trip Generation Summary

Land Use	Units	Daily		AM Peak Hour				PM Peak Hour			
		Rate	Trips	Rate	Trips	In	Out	Rate	Trips	In	Out
Existing											
Office	-1.717 ksf	9.74	-17	1.16	-2	-2	0	1.15	-2	0	-2
Proposed											
Marijuana Dispensary	1.717 ksf	85.12	146	1.59	3	2	1	21.27	37	19	18
Total			**129**		**1**	**0**	**1**		**35**	**19**	**16**

Note: ksf = thousand square feet

Collision Analysis

Collisions on the segment of Railroad Avenue between Sunset Avenue and Blossom Avenue, which includes the project site frontage, were collected from data provided by the Suisun City Police Department for the five-year period spanning August 2016 to August 2020. There were six reported collisions during this period and an average daily traffic volume of 5,300 vehicles per day as measured in June 2019, resulting in a segment collision rate of 1.68 collisions per million vehicle miles (c/mvm). This collision rate is lower than the statewide average for similar facilities of 2.09 c/mvm. Likewise, one of the collisions resulted in injury for an injury rate of 16.7 percent, compared to a statewide average for similar facilities of 39.2 percent. There were no fatalities reported related to these collisions. A copy of the collision summary is enclosed.

Of the six reported collisions, one involved a driver entering or exiting a driveway along Railroad Avenue. This collision involved an eastbound vehicle turning left into the western project driveway being rear-ended by another eastbound vehicle whose driver was following too closely.

Finding – The collision rate for the segment of Railroad Avenue between Sunset Avenue and Blossom Avenue is lower than the statewide average for similar facilities. There was one reported collision at the project driveway over the most recent five-year period.

Driveway Access

Sight Distance

Sight distances along Railroad Avenue at the two existing driveways serving the project site were evaluated using sight distance criteria contained in the *Highway Design Manual* published by Caltrans. The recommended sight distances for driveway approaches are based on stopping sight distance with approach travel speed used as the basis for determining the recommended sight distance.

For the posted 35-mph speed limit on Railroad Avenue, the minimum stopping sight distance needed is 250 feet. Based on a review of field conditions, sight lines extend more than 300 feet to the east from each driveway, providing more than adequate visibility between the driveways and westbound traffic. However, there is limited visibility to the west due to the horizontal curve on Railroad Avenue and existing vegetation, with approximately 130 feet visible from the west driveway and 270 feet visible from the east driveway.

The sight distance is adequate for the east driveway, given that the posted speed limit is 35 mph and the critical speed was estimated to be 30 mph in the eastbound direction per an informal speed survey conducted during the field visit using a speed radar gun. The lower speed is attributable to the horizontal curve of the roadway, and results in a minimum stopping sight distance of 200 feet. The available 270-foot sight distance from the east driveway is greater than what is required for either the 35-mph speed limit or 30-mph estimated critical speed.

At the project's west driveway, the 130-foot sight line is shorter than required for either the posted or critical speeds. It is possible for this sight distance to be extended by removing vegetation along the project frontage. However, westbound vehicles stacking for the nearby signal at Railroad Avenue/Sunset Avenue (140 feet west of the west driveway) might continue to occasionally block sight lines even without the vegetation. Therefore, it is recommended that eastbound access to and from the west driveway be eliminated, so that the driveway would provide right-in/right-out access only. This could be achieved by installing flexible delineator posts along the centerline adjacent to the west driveway, similar to the existing flexible delineator posts posted between the northbound right-turn and through lanes at Railroad Avenue/Sunset Avenue. This would also eliminate the movement that involved a collision with a driver turning left into the west driveway. Inbound traffic from the west and outbound traffic to the east would be able to use the east driveway to complete these movements, with minimal disruption to overall circulation and access.

Finding – Existing sight lines are adequate between westbound traffic and the project driveways, as well as between eastbound traffic and the east driveway. However, sight distance is restricted between eastbound traffic at the west driveway due to the horizontal curve on Railroad Avenue.

Recommendation – It is recommended that the project's west driveway be restricted to right-in/right-out movements only and flexible delineator posts be installed along the centerline adjacent to the west driveway to prohibit eastbound access to and from the driveway.

Turn Lane Warrants

The need for a left-turn, was evaluated based on criteria contained in the *Intersection Channelization Design Guide*, National Cooperative Highway Research Program (NCHRP) Report No. 279, Transportation Research Board, 1985, as well as an update of the methodology developed by the Washington State Department of Transportation and published in the *Method For Prioritizing Intersection Improvements*, January 1997. The NCHRP report references a methodology developed by M. D. Harmelink that includes equations that can be applied to expected or actual traffic volumes in order to determine the need for a left-turn pocket based on safety issues.

The warrant analysis was based on p.m. peak hour volume data collected in June 2019 for Railroad Avenue adjacent to the project site and the anticipated p.m. peak hour driveway volumes upon completion of the project. The driveway volumes were distributed to the east and west based on the ratio of eastbound and westbound traffic recorded on Railroad Avenue. While the project as proposed includes two driveways, the turn lane analysis was conducted assuming one driveway to be consistent with the recommendation to restrict access to right turns at the west driveway. A left-turn lane would not be warranted using 2019 volumes, anticipated project traffic, and the single driveway where it is recommended that left turns be permitted. Future volumes anticipated for Railroad Avenue were gathered from the Future Full-Growth Conditions scenario of the *Evaluation of the Feasibility of Eliminating the General Plan Railroad Avenue Realignment*, Fehr & Peers, August 2019. With these estimated 2040 traffic volumes applied, a left-turn lane would not be warranted. The turn lane warrant worksheets are enclosed.

Finding – The installation of a left-turn lane at the east project driveway is not warranted at this time and is not expected to be needed in the future.

Parking Lot Geometric Analysis

Both project driveways would have widths of more than the 20 feet which is needed for fire apparatus access, and the entire existing building is within 150 feet of Sunset Avenue and Railroad Avenue, providing adequate emergency access from the public right-of-way.

To determine if fire engines, delivery trucks, and garbage trucks would be able to operate through the proposed parking lot, a turning template analysis was conducted using the AutoTURN extension for the Autodesk AutoCAD 2018 software application. It was determined that fire engines would be able to access the parking lot from the east driveway and in either direction. Additionally, a garbage or delivery truck would be able to turn around within the parking lot, back up to the building for loading or unloading, pull away from the building, and depart the project site. Exhibits documenting the turning template analysis are enclosed.

Finding – Access for emergencies, deliveries, and garbage services would function acceptably.

Vehicle Miles Traveled

Senate Bill (SB) 743 established a change in the metric to be applied to determining transportation impacts associated with development projects. Rather than the delay-based criteria associated with a Level of Service analysis, the increase in vehicle-miles-travelled (VMT) as a result of a project will be the basis for determining environmental impacts. In the technical memorandum *Suisun City SB 743 Implementation Summary of Findings and Recommendations for VMT-Based CEQA Thresholds*, City of Suisun City, July 2020, standard of significance for evaluating VMT are adopted from guidance provided by the California Governor's Office of Planning and Research (OPR) in the publication *Transportation Impacts (SB 743) CEQA Guidelines Update and Technical Advisory*, 2018. OPR's guidance for retail land uses, which the proposed dispensary would be classified as, were applied.

The OPR Technical Advisory indicates that retail projects should generally be analyzed by examining total VMT, with an increase in total regional VMT being considered a significant impact. In the Technical Advisory section outlining project screening, OPR indicates that *local-serving* retail may generally be presumed to have a less than significant VMT impact and can generally be screened from further VMT analysis. OPR based this presumption on substantial research demonstrating that adding local-serving retail uses typically improves destination accessibility to customers, often reducing trip distances (i.e., the, "miles" in vehicle miles traveled) since customers need to travel shorter distances than they previously did. The total demand for retail in a region also tends to hold steady; adding new local-serving retail typically shifts trips away from another use rather than adding entirely new shopping trips to the region.

OPR cites a size of 50,000 square feet or greater as being a potential indicator of regional-serving retail (versus local-serving), which is greater than the 1,717 square feet of the proposed project. Based on this finding, and consistent with OPR's guidance on local-serving retail, the project is expected to have a less than significant VMT impact.

Finding – Per guidance developed by OPR and adopted by the City of Suisun City, this project would have a less than significant impact to VMT based on its classification as local-serving retail, and therefore would screen from further VMT analysis.

Conclusions

- The project would be expected to generate 146 trips per day, including three trips during the morning peak hour and 37 during the evening peak hour. This would represent an increase of 129 net new daily trips compared to the existing office use, including one a.m. peak hour trip and 35 p.m. peak hour trips.
- The segment of Railroad Avenue spanning Sunset Avenue to Blossom Avenue, including fronting the project site, had a collision rate lower than the statewide average for similar facilities, with six collisions in five years.
- Sight lines from each driveway of westbound traffic are adequate, as are sight lines between eastbound traffic and the east driveway. However, there is a visual obstruction between eastbound traffic and the west driveway. One collision was reported in the past ten years involving an eastbound driver turning into the west driveway.
- Installation of a left-turn lane would not be warranted with addition of project traffic under either 2019 or anticipated 2040 traffic volumes.
- The parking lot as proposed would adequately serve emergency, delivery, and garbage service vehicles.
- The project would have a less than significant impact on VMT based on the project's classification as local-serving retail.

Recommendation

- The project's west driveway should be restricted to right-in/right-out movements only due to limited sight distance for eastbound traffic. This could be accommodated by installing flexible delineator posts along the centerline of Railroad Avenue adjacent to the west driveway.

We hope this information is adequate to address the issue of potential traffic impacts associated with the proposed land use. Please contact us if you have any further questions.

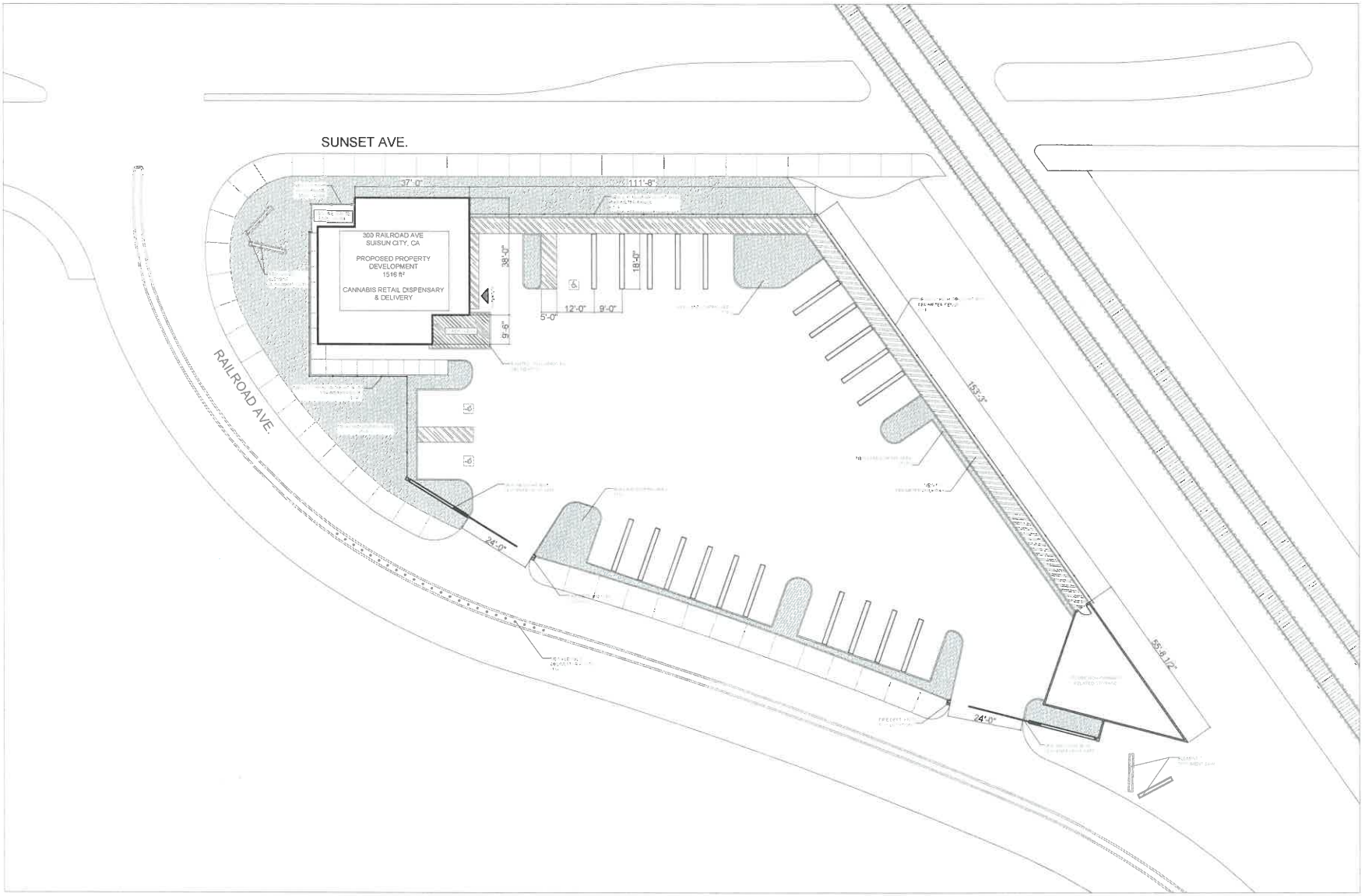
Sincerely,

Kevin Carstens, PE, TE
Associate Engineer

Mark E. Spencer, PE
Senior Principal

MES/krc/SCI007.L1

Enclosures: Proposed Site Plan, North Bay Dispensary Trip Generation Rates, Collision Rate Summary, Turn Lane Warrant Worksheets, Turning Template Exhibits



1
A01

SITE PLAN
SCALE: 1" = 30'-0"

N

ELEMENT 7

PROFESSIONAL SEAL

SOLANO COUNTY

PROPOSED TENANT IMPROVEMENT
CANNABIS RETAIL DISPENSARY & DELIVERY
300 RAILROAD AVE. SUISUN CITY, CA. 94585

SITE PLAN

NO.	DATE	REVISION / ISSUE
1		
2		
3		
4		
5		

APN: 0037-160-100

DRAWN BY R.F.
DATE SEPTEMBER 6, 2021
SCALE AS NOTED
SHEET SIZE 11X17
SHEET NO.

A01

NORTH BAY DISPENSARY RATES

LOCATION	No. of Units	Units	DATE	Setting/Location	DAILY		AM PEAK HOUR (7-9)							PM PEAK HOUR (4-6)						
					Trip Rate per Unit	Total Trips	Trip Rate per Unit	Number of Trips	In (%)	In (Rate)	In (Trips)	Out (%)	Out (Rate)	Out (Trips)	Trip Rate per Unit	Number of Trips	In (%)	In (Rate)	In (Trips)	Out (%)	Out (Rate)	Out (Trips)
Dispensary 1	3.8	ksf	12/18/2018	General Urban/Suburban			4.47	17	88%	3.95	15	12%	0.53	2	20.00	76	42%	8.42	32	58%	11.58	44
Santa Rosa	3.8	ksf	12/19/2018	General Urban/Suburban			4.21	16	94%	3.95	15	6%	0.26	1	23.68	90	44%	10.53	40	56%	13.16	50
				AVERAGE			*4.34*		*91%*	*3.95*		*9%*	*0.39*		*21.84*		*43%*	*9.47*		*57%*	*12.37*	
Dispensary 2	1.17	ksf	12/12/2018	General Urban/Suburban			1.71	2	100%	1.71	2	0%	0.00	0	48.72	57	53%	25.64	30	47%	23.08	27
Santa Rosa	1.17	ksf	12/17/2018	General Urban/Suburban			1.71	2	100%	1.71	2	0%	0.00	0	53.85	63	54%	29.06	34	46%	24.79	29
				AVERAGE			*1.71*		*100%*	*1.71*		*0%*	*0.00*		*51.28*		*53%*	*27.35*		*47%*	*23.93*	
Dispensary 3	4.8	ksf	12/18/2018	General Urban/Suburban			1.46	7	86%	1.25	6	14%	0.21	1	14.58	70	54%	7.92	38	46%	6.67	32
Santa Rosa	4.8	ksf	12/19/2018	General Urban/Suburban			0.83	4	100%	0.83	4	0%	0.00	0	15.00	72	56%	8.33	40	44%	6.67	32
				AVERAGE			*1.15*		*93%*	*1.04*		*7%*	*0.10*		*14.79*		*55%*	*8.13*		*45%*	*6.67*	
Dispensary 4	1.508	ksf	8/6/2019	General Urban/Suburban											43.10	65	51%	21.88	33	49%	21.22	32
Sebastopol	1.508	ksf	8/15/2019	General Urban/Suburban											39.12	59	49%	19.23	29	51%	19.89	30
				AVERAGE											*41.11*		*50%*	*20.56*		*50%*	*20.56*	
Dispensary 5	5.79	ksf	8/7/2019	General Urban/Suburban											24.18	140	51%	12.44	72	49%	11.74	68
Cotati	5.79	ksf	8/12/2019	General Urban/Suburban											26.94	156	49%	13.13	76	51%	13.82	80
				AVERAGE											*25.56*		*50%*	*12.78*		*50%*	*12.78*	
Dispensary 6	3.454	ksf	9/30/2020	General Urban/Suburban	75.85	262	0.87	3	67%	0.58	2	33%	0.29	1	6.95	24	58%	4.05	14	42%	2.90	10
Santa Rosa	3.454	ksf	10/1/2020	General Urban/Suburban	87.43	302	0.58	2	50%	0.29	1	50%	0.29	1	7.53	26	54%	4.05	14	46%	3.47	12
	3.454	ksf	10/2/2020	General Urban/Suburban	92.07	318	3.18	11	55%	1.74	6	45%	1.45	5	6.66	23	48%	3.18	11	52%	3.47	12
				AVERAGE	*85.12*		*1.54*		*57%*	*0.87*		*43%*	*0.68*		*7.04*		*53%*	*3.76*		*47%*	*3.28*	
Dispensary 7	2.5	ksf	9/30/2020	General Urban/Suburban	21.60	54	0.00	0	0%	0.00	0	0%	0.00	0	2.80	7	71%	2.00	5	29%	0.80	2
Napa	2.5	ksf	10/1/2020	General Urban/Suburban	22.40	56	0.00	0	0%	0.00	0	0%	0.00	0	2.00	5	60%	1.20	3	40%	0.80	2
	2.5	ksf	10/2/2020	General Urban/Suburban	19.20	48	0.00	0	0%	0.00	0	0%	0.00	0	5.20	13	46%	2.40	6	54%	2.80	7
				AVERAGE	*21.07*		*0.00*		*0.00*	*0.00*		*0.00*	*0.00*		*3.33*		*59%*	*1.87*		*41%*	*1.47*	
				ITE RATES (LU#882) -	**252.70**		**10.44**		**56%**	**5.85**		**44%**	**4.59**		**21.83**		**50%**	**10.92**		**50%**	**10.92**	
				AVERAGE LOCAL RATES -	85.12		1.59		82%	1.33		18%	0.25		21.27		53%	10.84		47%	10.43	

Roadway Segment Collision Rate Worksheet

300 Railroad Ave FTIS

Location: Railroad Ave between Sunset Ave and Blossom Ave

Date of Count: Tuesday, June 4, 2019
Average Daily Traffic (ADT): 5,300

Number of Collisions: 6
Number of Injuries: 1
Number of Fatalities: 0
Start Date: August 1, 2016
End Date: August 1, 2021
Number of Years: 5

Highway Type: Conventional 2 lanes or less
Area: Urban
Design Speed: ≤45

Segment Length: 0.4 miles
Direction: East/West

$$\text{Collision Rate} = \frac{\text{Number of Collisions} \times 1 \text{ Million}}{\text{ADT} \times \text{Days per Year} \times \text{Segment Length} \times \text{Number of Years}}$$

$$\text{Collision Rate} = \frac{6 \times 1{,}000{,}000}{5{,}300 \times 365 \times 0.37 \times 5}$$

	Collision Rate		Fatality Rate	Injury Rate
Study Segment	**1.68**	**c/mvm**	**0.0%**	**16.7%**
Statewide Average*	**2.09**	**c/mvm**	**1.0%**	**39.2%**

Notes
ADT = average daily traffic volume
c/mvm = collisions per million vehicle miles
* 2016 Collision Data on California State Highways, Caltrans

Turn Lane Warrant Analysis - Tee Intersections

Study Intersection: 300 Railroad Avenue
Study Scenario: PM Existing

Direction of Analysis Street: East/West
Cross Street Intersects: From the North

Railroad Avenue
Westbound Volumes (veh/hr)
Through Volume = 179
Right Turn Volume = 6

Railroad Avenue
Eastbound Volumes (veh/hr)
353 = Through Volume
13 = Left Turn Volume

Westbound Speed Limit: 35 mph
Westbound Configuration: 2 Lanes - Undivided

Project Driveway

Eastbound Speed Limit: 35 mph
Eastbound Configuration: 2 Lanes - Undivided

Westbound Right Turn Lane Warrants

1. Check for right turn volume criteria

Thresholds not met, continue to next step

2. Check advance volume threshold criteria for turn lane

Advancing Volume Threshold	AV =	1005.1
Advancing Volume	Va =	185
If AV<Va then warrant is met		No

Right Turn Lane Warranted: NO

Westbound Right Turn Taper Warrants
(evaluate if right turn lane is unwarranted)

1. Check taper volume criteria

NOT WARRANTED - Less than 20 vehicles

2. Check advance volume threshold criteria for taper

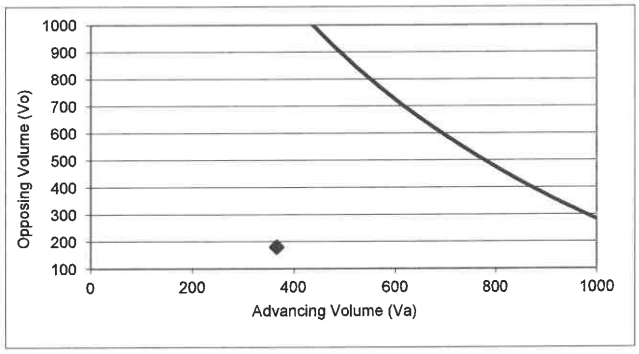
Advancing Volume Threshold	AV =	-
Advancing Volume	Va =	185
If AV<Va then warrant is met		-

Right Turn Taper Warranted: NO

Eastbound Left Turn Lane Warrants

Percentage Left Turns %lt	3.6 %
Advancing Volume Threshold AV	1124 veh/hr

If AV<Va then warrant is met



◆ Study Intersection
——— Two lane roadway warrant threshold for: 35 mph
Turn lane warranted if point falls to right of warrant threshold line

Left Turn Lane Warranted: NO

Methodology based on Washington State Transportation Center Research Report *Method For Prioritizing Intersection Improvements*, January 1997.
The right turn lane and taper analysis is based on work conducted by Cottrell in 1981.
The left turn lane analysis is based on work conducted by M.D. Harmelink in 1967, and modified by Kikuchi and Chakroborty in 1991.

Turn Lane Warrant Analysis - Tee Intersections

Study Intersection: 300 Railroad Avenue
Study Scenario: PM Future Full-Growth Scenario

Direction of Analysis Street: East/West
Cross Street Intersects: From the North

Railroad Avenue
Westbound Volumes (veh/hr)
Through Volume = 385
Right Turn Volume = 6

Railroad Avenue
Eastbound Volumes (veh/hr)
765 = Through Volume
13 = Left Turn Volume

Westbound Speed Limit: 35 mph
Westbound Configuration: 2 Lanes - Undivided

Project Driveway

Eastbound Speed Limit: 35 mph
Eastbound Configuration: 2 Lanes - Undivided

Westbound Right Turn Lane Warrants

1. Check for right turn volume criteria

Thresholds not met, continue to next step

2. Check advance volume threshold criteria for turn lane
   Advancing Volume Threshold AV = 1005.1
   Advancing Volume Va = 391
   If AV<Va then warrant is met No

Right Turn Lane Warranted: **NO**

Westbound Right Turn Taper Warrants
(evaluate if right turn lane is unwarranted)

1. Check taper volume criteria

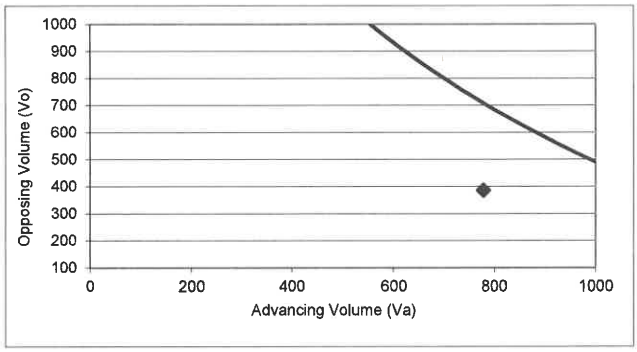
NOT WARRANTED - Less than 20 vehicles

2. Check advance volume threshold criteria for taper
   Advancing Volume Threshold AV = -
   Advancing Volume Va = 391
   If AV<Va then warrant is met -

Right Turn Taper Warranted: **NO**

Eastbound Left Turn Lane Warrants

Percentage Left Turns %lt 1.7 %
Advancing Volume Threshold AV 1127 veh/hr
If AV<Va then warrant is met



◆ Study Intersection
Two lane roadway warrant threshold for: 35 mph
Turn lane warranted if point falls to right of warrant threshold line

Left Turn Lane Warranted: **NO**

Methodology based on Washington State Transportation Center Research Report *Method For Prioritizing Intersection Improvements*, January 1997.
The right turn lane and taper analysis is based on work conducted by Cottrell in 1981.
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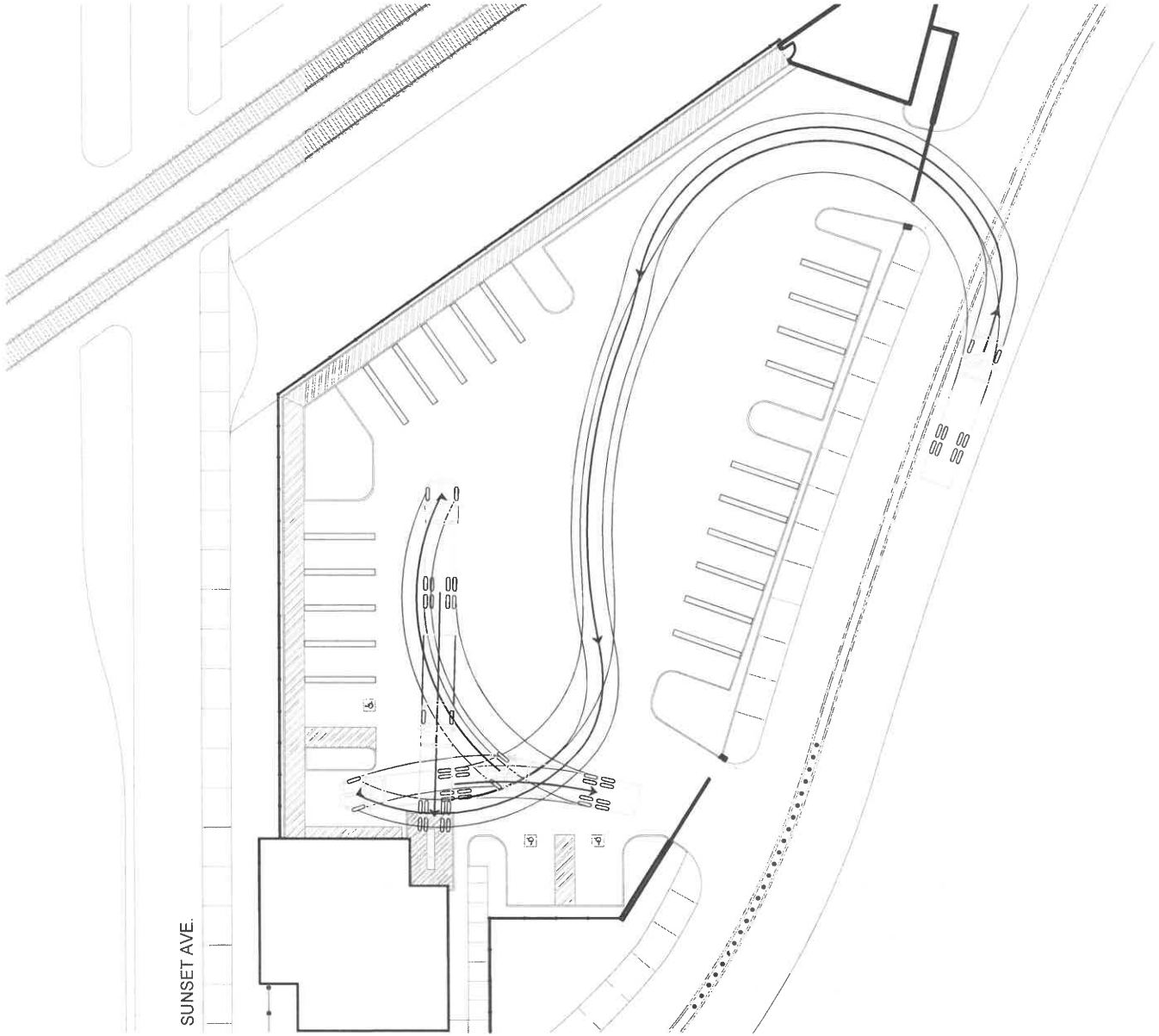
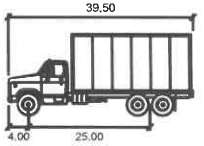




SU-40

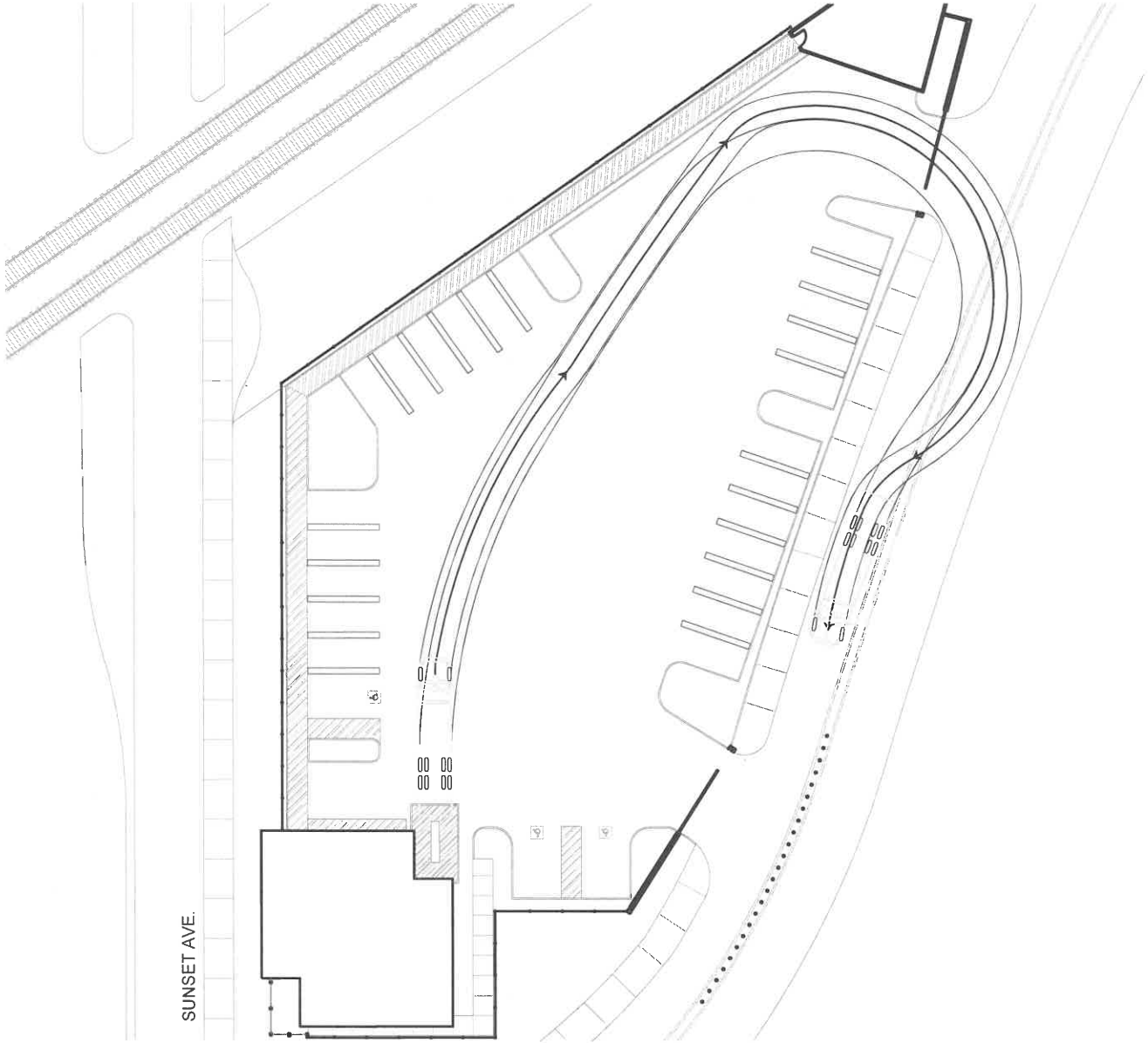
	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8

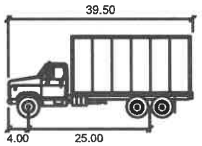
W-Trans

Delivery Truck Access – East Driveway – Inbound

SCI007– 300 Railroad Avenue Project

9/8/2021





SU-40

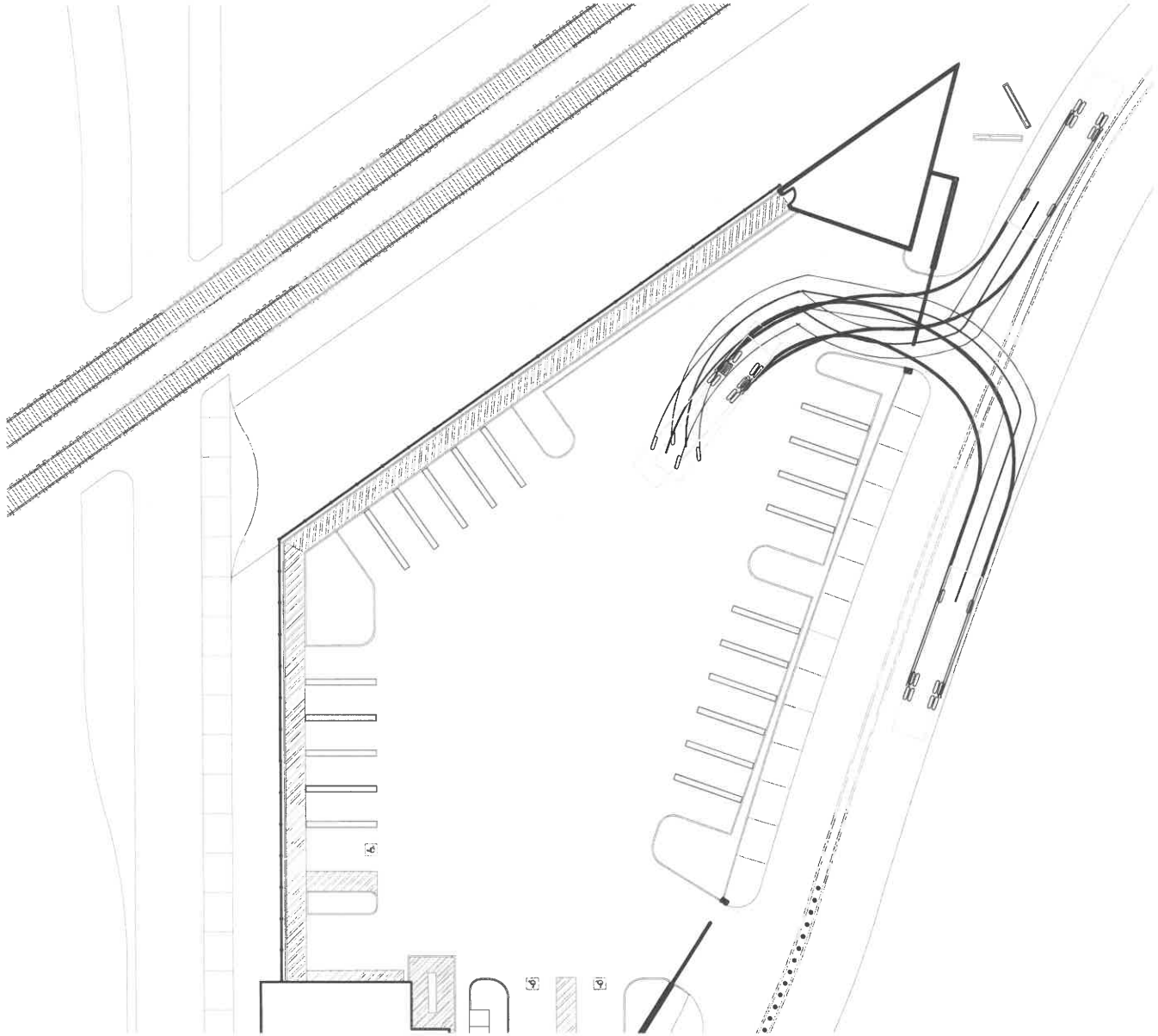
	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8

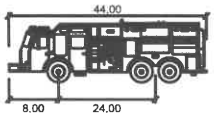
W-Trans

Delivery Truck Access – East Driveway – Outbound

SCI007– 300 Railroad Avenue Project

9/8/2021





Pumper Fire Truck

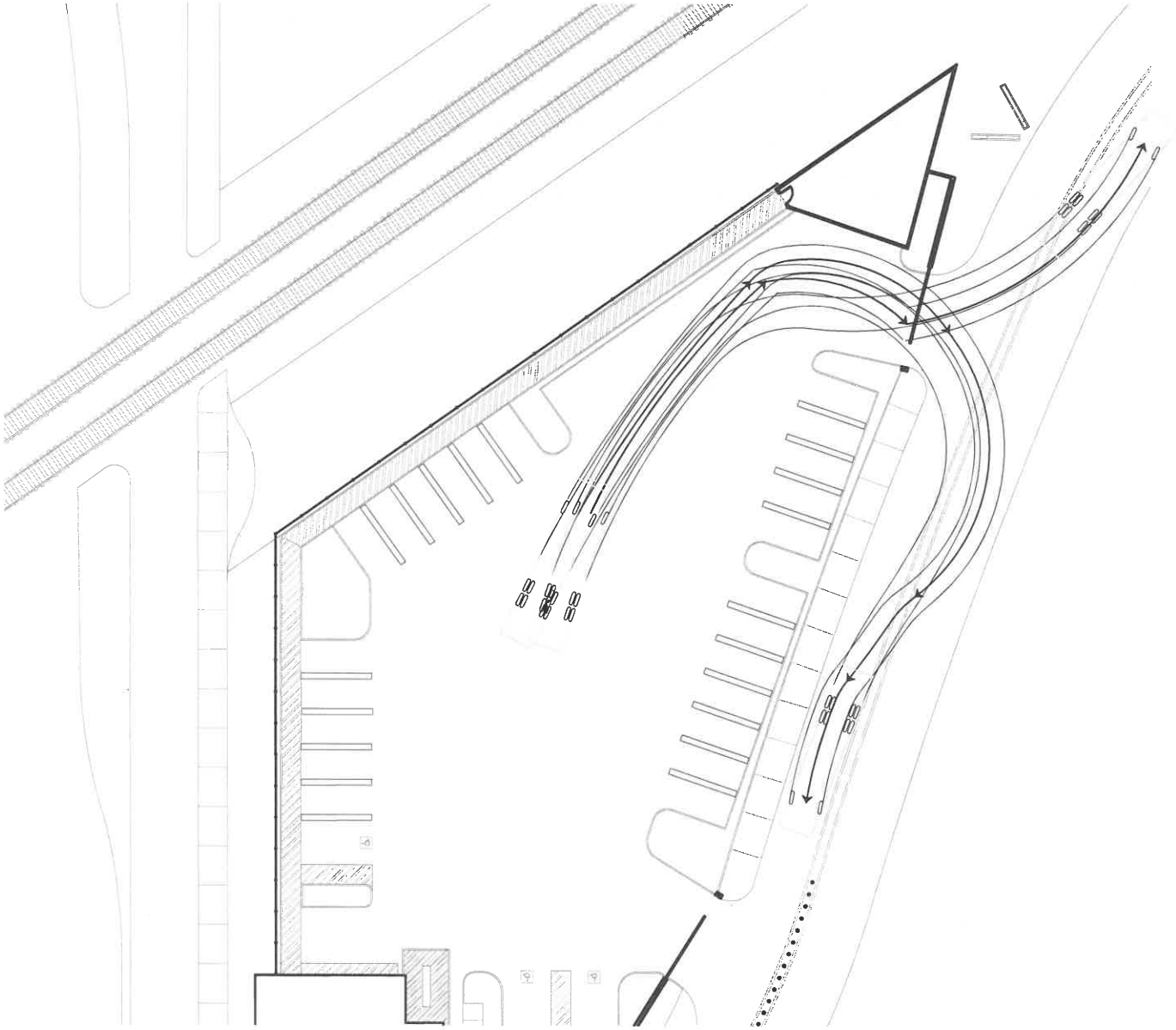
	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 37.8

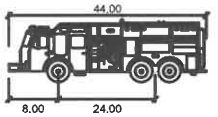
W-Trans

Fire Truck Access – East Driveway – Inbound

SCI007– 300 Railroad Avenue Project

9/8/2021





Pumper Fire Truck

	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 37.8

W-Trans

Fire Truck Access – East Driveway – Outbound

SCI007– 300 Railroad Avenue Project

9/8/2021

Element 7
300 Railroad Avenue

Planning Commission

March 8, 2022

1

Project Description

- Element 7 and Application Proposal
- Type 10 license

2

Recommendation

Planning staff recommends adoption of Resolution No. PC22-___; A Resolution of the Planning Commission of the City of Suisun City Recommending City Council Approval of a Development Agreement, Commercial Cannabis Business Permit, and Cannabis Business Zone for a Retail Cannabis Dispensary and Delivery Business at 300 Railroad Avenue (APN: 0037-160-100).

3

Background

- Initiation of Cannabis Discussion in Suisun City.
- Ordinance No. 750 – Cannabis Regulatory Program Creation.
- Resolution 2019-120 – Setting Cannabis Tax Rates in Suisun City.
- Ordinance No. 768 – Expanded Zoning.
- November 24, 2020, City Council Direction.

4

Site Plan

5

Analysis

- General Plan Consistency.
- Zoning Consistency.
- Proposed Conditions of Approval.
- CEQA Review.

6

Next Steps

- City Council Consideration.
- Tenant and Site Improvements.
- California Department of Cannabis Control.

7

Attachments

- Resolution with Exhibits.
- Retail Storefront Application.
- PowerPoint.

8

Planning Commission Agenda Report Meeting Date 3/8/2022

Files:

DATE: 3/8/2022

TO: PLANNING COMMISSION

FROM: John Kearns, Senior Planner (707.421.7335, jkearns@suisun.com)

RE: Annual Progress Report Suisun City General Plan/Housing Element

SUMMARY

An Annual Report is required for all General Plans by California Government Code Section 65400(b), which states, "the planning agency shall provide an annual report to the legislative body on the status of the plan and progress in its implementation, including the progress in meeting its share of regional housing needs…"

Recommendation: Planning staff recommends that the Commission accept staff's presentation on the 2021 Annual Progress Report.

Proposed Motion: I move that the Planning Commission accept staff's presentation on the 2021 Annual Progress Report.

BACKGROUND/DISCUSSION

The Annual Progress Report on the General Plan has been prepared in response to the California Government Code, which requires that the planning agency shall: "Provide an annual report each year, to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development regarding the status of the plan and progress in its implementation, including the progress in meeting its share of regional housing needs."

ANALYSIS

The General Plan represents Suisun City's future vision of the City in the year 2035. The Plan identifies the general location for future land uses, including residential, commercial, and industrial areas, and desired population and building densities throughout the community. The Plan states future goals for Community Character and Design, Land Use, Transportation, Economic Development, Housing, Open Space and Conservation, Community Facilities and Services, and Public Health and Safety.

The report describes the City's progress in implementing the policies and programs of the General Plan, as well as the City's progress on providing its share of the Regional Housing Needs Allocation (Attachment 2). The attachment includes an accounting of progress in addressing adopted housing policies as well as information in table form regarding the number of units that have been constructed in the City by calendar year. This information is used to track housing

production at the state level. The report of the General Plan (Attachment 1) is divided into topic areas based on the City's General Plan Elements. It is important to understand that the items provided under each element are only for the prior calendar year and not the life of the Plan.

The Annual Progress Report informs the Planning Commission, the City Council, and State agencies about the progress in implementing the Suisun City General Plan during the calendar year 2021. This report is the 7th annual report since the City Council adopted the 2035 General Plan Update and 2015-2023 Housing Element, respectively in May 2015.

Projects implementing the General Plan during 2021 included:

- **Community Character and Design Element**
  - Continued implementation of the Suisun City Strategic Plan.
  - Established committees for important specific issues in the City.
  - Continued implementation of revised public noticing requirements, as well as adoption of the Good Neighbor Policy.
- **Land Use Element**
  - Initiated amendments to Title 18 "Zoning" including allowable uses in various zoning districts.
  - Initiated amendments to Transportation Element of the General Plan to improve circulation in and around the City.
  - Initiated amendments to the Waterfront District Specific Plan including allowable uses and revisiting land use designations.
- **Transportation**
  - Construction completed for Rectangular Rapid Flashing Beacons (RRFB) Project, HSIP Cycle 9.
  - Design completed for McCoy Creek bicycle trail Phase II Improvements.
  - Design completed for Village Drive and Whispering Bay Lane Asphalt Rubber Cape Seal (Senate Bill 1), Traffic Calming Improvements on Whispering Bay Lane, and New Railroad Avenue Pavement Resurfacing Projects.
  - Secured grant funding for HSIP Cycle 10 Rectangular Rapid Flashing Beacons (RRFB), (HSIP) Cycle 10 Traffic Signal Improvements, Highway 12 Shoulder and Median Improvements Projects.
- **Economic Development**
  - Entitled and provided final inspection for Stiiizy Cannabis Dispensary at 521 Railroad Avenue.
  - Issued building permits for Lawler Plaza and Residences project which includes 75 multi-family units and 7,200 square feet of retail commercial space.
  - Continued processing Suisun Logistics (Eastern Sphere of Influence) and Highway 12 Logistics (Western Sphere of Influence) development projects.
  - Sold over 19 acres of former Successor Agency and Housing Authority property for private development.
  - Issued Certificate of Occupancy for 7-Eleven development project on Walters Road.
- **Housing Element**
  - Entitled Marina Village Affordable Housing Project (160 units).
  - Entitled Blossom Apartments Projects (180 units).
  - Permitted four Accessory Dwelling Units (ADU's).

    - In cooperation with other jurisdictions in Solano County, formed a collaborative in updating the Housing Element (6th Cycle).
- **Open Space and Conservation**
    - Continued to stay in contact with the Solano County Water Agency regarding the Habitat Conservation Plan (HCP).
- **Community Facilities and Services**
    - Completed energy efficiency upgrades to City-owned facilities.
    - Adopted a Public Art Ordinance.
    - Initiated work on the Prosperity Farm Community Garden Project.
- **Public Health and Safety**
    - Completed annual flood control projects.
    - Increased public safety personnel in the budget.
    - Received City Council authorization for equipment upgrades.
    - Worked closely on the Multi-Jurisdictional Hazard Mitigation Plan.

As required by State law, staff also prepared the Annual Progress Report in the Housing Element for submission to HCD. The report summarized progress toward the goals and policies of the 2015-2023 Housing Element.

CEQA Review
The Annual Review is not a "project" subject to review under the California Environmental Quality Act (CEQA).

Next Steps

The annual report will be on the next available agenda of the City Council for acceptance.

PUBLIC CONTACT

The agenda was posted on the Suisun City website. As of the date of this report, no additional inquiries regarding this item had been received by City staff.

DISTRIBUTION

Internal

- PC Distribution
- City Manager Greg Folsom
- Development Services Director Jim Bermudez
- Senior Planner John Kearns

External

- City Website https://www.suisun.com/planning-commission/

ATTACHMENTS

1. Annual Progress Report CY 2021.
2. Annual Housing Progress Report CY 2021 (Due to size of attachment the document is available for review in the City Clerk's Office).

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2021 ANNUAL GENERAL PLAN

PROGRESS REPORT

City or County Name:
City of Suisun City

Mailing Address:
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INTRODUCTION AND PURPOSE OF THE ANNUAL REPORT

An Annual Report is required for all General Plans by California Government Code Section 65400(b), which states "the planning agency shall provide an annual report to the legislative body on the status of the plan and progress in its implementation, including the progress in meeting its share of regional housing needs…."

The General Plan represents Suisun City's future vision of the City in the year 2035. The Plan identifies the general location for future land uses, including residential, commercial, and industrial areas, and desired population and building densities throughout the community. The Plan states future goals for Community Character and Design, Land Use, Transportation, Economic Development, Housing, Open Space and Conservation, Community Facilities and Services, and Public Health and Safety.

The report describes the City's progress in implementing the policies and programs of the General Plan, as well as the City's progress on providing its share of the Regional Housing Needs Allocation. The report is divided into topic areas based on the City's General Plan Elements.

This is the 7th Annual Report prepared by the Development Services Department since the adoption of the 2035 General Plan in 2015. For further information or additional copies of the Report, please contact:

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Below is a brief description of projects that the City has begun or completed during CY 2021 that assisted in implementing both the 2035 General Plan and 2015-2023 Housing Element:

Community Character and Design Element

Continued Implementation of Suisun City Strategic Plan. The Suisun City Council adopted the 2020-2025 Strategic Plan on October 22, 2019. Each City Council agenda item now ties back to how it relates to the adopted strategic plan.

Continued Holding Committee Meetings for Specific Issues. In 2019, the City Council created three committees to address important issues in the City: Lighting and Landscaping Districts, Public Safety, and Environment and Climate. These committees are made up of city residents appointed by the City Council.

Continued Implementation of Revised Public Notification Requirements and Adoption of Good Neighbor Policy. The City updated its public noticing requirements and procedures in 2019. Noticing for development projects now includes mailings sent to all property owners within 600 feet of a project and placing a sign visible on the site displaying project information. Full use of the City's social media and website has been implemented in order to get the word out. In 2021, the City Council adopted a "Good Neighbor" Policy which allows residents and interested parities to be better informed early in the development review process.

Land Use Element

Initiated Amendments to Title 18 "Zoning". Staff initiated work with the City's consultant, Gary Price, to amend/update the zoning code to address various inconsistencies and ambiguities.

Initiated Amendments to the Waterfront District Specific Plan. As a part of the City of Suisun City's Senate Bill 2 grant, AECOM Technical Service Inc. has been contracted to update and amend the Waterfront District Specific Plan. Amendments include a closer analysis of allowable uses, parking requirements throughout the Plan, and specific analysis of various sites within the Plan.

Transportation

Initiated Amendments to Transportation Element of the General Plan to Improve Circulation in and Around the City. Staff continued analysis of the realignment of Railroad Avenue as well as other possible long-term circulation improvements for the City to consider.

Construction completed for Rectangular Rapid Flashing Beacons (RRFB) Project, HSIP Cycle 9. This project installed Rectangular Rapid Flashing Beacons (RRFB) and other crossing improvements at the following three locations:

1) Existing mid-block crossing on Merganser Drive fronting the Senior Center.
2) Pintail Drive at Scoter Way, fronting the Suisun City library and the Suisun Elementary School.
3) New crossing on Lawler Ranch Parkway between Fennie Way and Hillborn Way (proposed new pedestrian crossing will be at walkway to Falls Park).

Project scope included, but was not limited to the following:

- Locations #1 and #2: Replaced the existing in-roadway lighted crosswalk systems with rectangular rapid flashing beacons; replace the crosswalk with a high visibility crosswalk; and installed pavement markings and roadway signs.
- Location #3: Installed high visibility crosswalk, rectangular rapid flashing beacons, concrete curb extension (aka bulbout), pavement markings and striping, roadway signs, and curb ramps as well as removed a tree and replace sidewalk damaged by root intrusion from said tree.

Design Completed for McCoy Creek Bicycle Trail Phase II Improvements. The project will be an extension of McCoy Creek Trail – Phase 1. Phase I was completed in 2008 and resulted in the addition of .38 miles (2,000 feet) in Class I trail to the City's existing trail system. The Phase 2 Project would extend the existing Phase 1 Trail along the west bank of the McCoy Creek canal, starting from the north side of Pintail Drive and ending at Blossom Avenue. It will include a pedestrian bridge across Laurel Creek. The bridge will span from the south bank of the Laurel Creek canal to the north bank of the Laurel Creek canal (roughly ending at the dead-end of Humphrey Drive). This is the most expensive portion of the Project as the bridge will span from one side of the creek to the other. The Trail will then continue along the north bank of the Laurel Creek canal to Blossom Avenue. The Project will be approximately one (1) mile in length. This Project will add a natural, scenic paved trail through the center of town that allows for easy connection to the Kroc Center, Suisun City Library, Suisun Elementary, transportation, shopping, and the Central County Bikeway. The last planned phase of this Project (Phase 3) would complete the Trail eastward from Blossom Avenue to the bend in Laurel Creek canal where it turns northward (just east of Sunset Avenue) and will dead-end at Old Railroad Avenue. This would allow easy access into the City of Fairfield from the Trail. Construction will begin in 2022 and is anticipated to be completed by the end of 2023.

Design completed for Village Drive and Whispering Bay Lane Asphalt Rubber Cape Seal (Senate Bill 1), Traffic Calming Improvements on Whispering Bay Lane, and New Railroad Avenue Pavement Resurfacing Projects.

<u>Village Drive and Whispering Bay Lane Asphalt Rubber Cape Seal Project (Senate Bill 1)</u>
This project will provide asphalt rubber cape seal treatment, including digout repairs, on the following street segments:

1) Village Drive from Highway 12 to Railroad Avenue.
2) Whispering Bay Lane from Francisco Drive to Josiah Circle.

As part of this project, Village Drive will receive a road diet, including the introduction of new buffered bicycle lanes on each side of the roadway, resulting in the reduction of vehicle travel widths. The new buffered bicycle lane will directly connect to the Central County Bikeway, and will create a safe facility for students who chose to ride their bikes to and from Crystal Middle School. Construction will begin and will be completed in 2022.

<u>Traffic Calming Improvements on Whispering Bay Lane</u>
This project will provide improvements at the existing crosswalk fronting Crystal Middle School, on Whispering Bay Lane and just south of Almond Street. The project will include installing

RRFBs, high visibility crosswalk, a concrete curb extension and curb ramp upgrades. Construction will begin and will be completed in 2022.

New Railroad Avenue Pavement Resurfacing Project
This project will provide a pavement overlay on the eastbound lanes on New Railroad Avenue. Pavement overlay will be from Village Drive to Sunset Avenue, on the south side of New Railroad Avenue. Also, dig out repairs will be performed on the south side of New Railroad Avenue from Village Drive to Birchwood Court. This roadway is experiencing significant alligator cracks and base failure. This Project will repair the roadway, including the base failure, and would upgrade curb ramps to ADA compliance.

The project will also replace the existing bicycle lanes with buffered bicycle lanes, resulting in the width reduction to the travel lanes. This striping improvement will be on both sides of New Railroad Avenue from Sunset Avenue to Marina Boulevard.

Construction will begin and will be completed in 2022.

Secured grant funding for HSIP Cycle 10 Rectangular Rapid Flashing Beacons (RRFB), (HSIP) Cycle 10 Traffic Signal Improvements, Highway 12 Shoulder and Median Improvements Projects.

HSIP Cycle 10 Rectangular Rapid Flashing Beacons (RRFB) Project
Highway Safety Improvement Program (HSIP) Cycle10 in the amount of $249,800 has been secured for this project. No local match is required. The project will install rectangular rapid flashing beacons, high visibility crosswalks and concrete bulbouts at the following locations:

1) Golden Eye Way at Shoveller Drive (fronting Suisun Elementary School.
2) Pintail Drive at Crane Drive (fronting Goepp Park and Dan O. Root Elementary School).
3) Harrier Drive, north of Osprey Way (fronting the main entrance to Dan O. Root Elementary School).

These are locations identified for Safe Routes to School (SR2S) improvements through the SR2S Task Force Committee, which is comprised of representatives from the Fairfield-Suisun Unified School District (FUSD), Solano Transportation Authority (STA), and the City. Design work will begin and will be completed by the end of 2022. Construction is anticipated to begin in 2022 and to be completed 2023.

(HSIP) Cycle 10 Traffic Signal Improvements Project
Highway Safety Improvement Program (HSIP) Cycle10 in the amount of $1,515,330 has been secured for this project. A 10% local match ($168,370) is required. The project will upgrade the existing five (5) traffic signals on Sunset Avenue, the five (5) traffic signals on Walters Road, and the one traffic signal at Main Street and Lotz Way. Among the possible improvements are upgrades to the hardware and controller, as well as replacement of the median island curbs, installation of median island fencing, and minor landscaping. Design will begin in 2022 and will be completed early 2023. Construction is anticipated to begin and to be completed in 2023.

Highway 12 Shoulder and Median Improvements Project

The City has secured Clean California grant funds in the amount of $2,300,000 for this project, which will beautify Highway 12 from Civic Center Boulevard to Walters Road at the following locations:

1) The unpaved area located between the eastbound off-ramp and on-ramp at Civic Boulevard.
2) The medians and the unpaved areas between the curbs and the 4-foot tall fences from Marina Boulevard to Walters Road.

Among the improvements that will be considered are minor landscaping, fence replacement, and surface material upgrades to eliminate or reduce weed growth. Design and construction is anticipated to begin and to be completed in 2022.

Economic Development

Entitled and Provided Final Inspection for Stiiizy Cannabis Dispensary at 521 Railroad Avenue. The City Council entitled the City's first cannabis dispensary in January 2021. Work then began on tenant improvements to the existing building at 521 Railroad Avenue. The business has approval for Type 10 "Retail" and Type 11 "Distribution" licenses. The facility opened in Summer 2021.

Issued Building Permits for Lawler Plaza and Residences Project. The project is located at the southeast corner of Anderson Drive and Lawler Center Drive. It received its building permits in July 2021 and held a groundbreaking event in August 2021. The project consists of 75 multi-family residential units and 7,200 square feet of retail space.

Continued Processing Suisun Logistics (Eastern Sphere of Influence) and Highway 12 Logistics (Western Sphere of Influence) Development Projects.

Suisun Logistics

The City received a development application and annexation request for 167 acres within the City's Eastern Sphere of Influence. The project, as proposed, would include over 2 million square feet of High-Cube Industrial space. Entitlements are anticipated to be considered by the end of the calendar year.

Highway 12 Logistics

The City received a development application and annexation request for property west of the Suisun City downtown, adjacent to Pennsylvania Avenue and south of Highway 12 within the City's Western Sphere of Influence. The project, as proposed, would include approximately 1.28 million square feet of High-Cube Industrial space. Entitlements are anticipated to be considered in late 2022/early 2023.

Sold Over 19 acres of Former Successor Agency and Housing Authority Property for Private Development. The City sold several parcels which were largely in the ownership of the Successor Agency and Housing Authority, for private development. Some of the parcels sold already have development applications submitted and are being processed.

Issued Certificate of Occupancy for 7-Eleven Development Project on Walters Road. The 7-Eleven convenience market/gas station (entitled December 2019) was issued a certificate of occupancy and began operation in 2021.

Housing Element

Entitled Marina Village Affordable Housing Project (160 units). The Planning Commission entitled the 160-unit affordable housing project in December 2021. The project is located at the southeast corner of Marina Boulevard and Buena Vista Avenue.

Entitled Blossom Apartments Projects (180 Units). The Planning Commission entitled the 180-unit market rate housing project in June 2021. The project is located at the southeast corner of Railroad Avenue and Blossom Avenue.

Permitting of Accessory Dwelling Units (ADU's). The City issued four Accessory Dwelling Units (ADU's) in the 2021 calendar year and are looking at ways to continue to streamline their permitting moving forward.

In Cooperation with Other Jurisdictions in Solano County, Formed a Collaborative in Updating the Housing Element (6th Cycle). Along with the cities of Benicia, Dixon, Rio Vista, Vacaville, Vallejo, and Solano County, the City of Suisun City formed a collaborative in updating the upcoming Housing Element of the General Plan. Consulting work (performed by PlaceWorks) began in late 2021 with a certification deadline of January 2021.

Open Space and Conservation

Habitat Conservation Plan (HCP). The City of Suisun City continues to be a participant of the HCP.

Community Facilities and Services

Completed Energy Efficiency Upgrades to City-Owned Facilities.

Adopted a Public Art Ordinance. The City adopted a Public Art Ordinance which obligates development to either pay a fee or install public art as part of a project. The Ordinance was further amended in late 2021.

Initiated Work on the Prosperity Farm Community Garden Project. The area being considered for the new Community Garden is City owned property that was once part of a plan to become a street. That idea never came to fruition and the land has been vacant ever since. Ironically, the name of the street that was never built was Prosperity Lane, which leads to naming this project Prosperity Farm. This property sits adjacent to the McCoy Creek Bike Trail Phase 3, which will connect this area to the majority of the city by walking or riding a bicycle. The Community Garden will be planned comprehensively and designed by a landscape architect to

help bring concepts to reality and to insure we have a first class product the community can be proud of at completion.

Public Health and Safety

Flood control projects (Annual). Staff completed routine removal of vegetation to ensure proper functioning and operation of channel runoff, existing water control facilities, or other structures necessary for public health, safety and benefit. The following activities took place in 2020: spraying, mowing/weed eating, debris removal, and limb pruning.

Increase of Public Safety Personnel in the Budget. The City focused on increasing public safety personnel in calendar year 2021 including personnel in both the Police and Fire Departments.

Received City Council Authorization for Equipment Upgrades. Various equipment upgrades in various departments were authorized including new vehicles.

Worked Closely on the Multi-Jurisdictional Hazard Mitigation Plan. Staff worked closely with the County and other participants of the Plan to complete the update. This is being completed in advance of the update to the Safety Element of the General Plan.

General Plan Safety Element. In addition to the update of the Housing Element that PlaceWorks is completing, they are also updating the Safety Element. The amendment are largely centered around update dictated by new laws/statutes.