

CITY COUNCIL
Lori Wilson, Mayor
Wanda Williams, Mayor Pro-Tem
Jane Day
Alma Hernandez
Michael J. Hudson



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

A G E N D A

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, DECEMBER 15, 2020

5:30 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), and Executive Order released on March 12, 2020, the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Anthony Adams, Jane Day, Michael A. Segala, and Mayor Pro Tem Wanda Williams. 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 YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

DUE TO CORONAVIRUS COVID-19 CITY HALL IS CLOSED TO THE PUBLIC, RESIDENTS MAY ATTEND THE CITY COUNCIL MEETING VIA THE APPLICATION, ZOOM.

ZOOM MEETING INFORMATION:

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

MEETING ID: 836 4526 1031

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 CITY COUNCIL MEETING

BY EMAILING CLERK@SUISUN.COM (PRIOR TO 5pm) OR

VIA WEBSITE OR PHONE APPLICATION, ZOOM.

ROLL CALL

Council Members

PUBLIC COMMENT

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

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320

FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340

SUCCESSOR AGENCY 421-7309 FAX 421-7366

CONFLICT OF INTEREST NOTIFICATION

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

CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the purpose of:

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

SCMPEA (Suisun City Management and Professional Employees' Association);

SCPOA (Suisun City Police Officers Association).

CONVENE OPEN SESSION

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

ADJOURNMENT

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council /Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City (24 hours prior to a Council /Agency/Authority Meeting). Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The City may charge photocopying charges for requested copies of such documents. Assistive listening devices may be obtained at the meeting

PLEASE NOTE:

1. The City Council/Agency/Authority hopes to conclude its public business by 11:00 P.M. Ordinarily, no new items will be taken up after the 11:00 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.
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I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of December 15, 2020 was posted and available for review, in compliance with the Brown Act.

CITY COUNCIL
Lori Wilson, Mayor
Wanda Williams, Mayor Pro-Tem
Jane Day
Alma Hernandez
Michael J. Hudson



CITY COUNCIL MEETING
First and Third Tuesday
Every Month

A G E N D A

**REGULAR MEETING OF THE
SUISUN CITY COUNCIL
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, DECEMBER 15, 2020
6:30 P.M.**

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

NOTICE

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BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6pm) 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 Ord. No. – 777)
(Next City Council Res. No. 2020 – 152)
Next Suisun City Council Acting as Successor Agency Res. No. SA2020 - 03)
(Next Housing Authority Res. No. HA2020 – 02)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320
FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340
SUCCESSOR AGENCY 421-7309 FAX 421-7366

ROLL CALL

Council / Board Members

Pledge of Allegiance

Invocation

PUBLIC COMMENT

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

CONFLICT OF INTEREST NOTIFICATION

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

REPORTS: (Informational items only.)

1. COVID-19 Update – (Folsom: gfolson@suisun.com).

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- Mayoral Appointments to Recreation, Parks, Marina and Arts Commission Ad hoc.

CONSENT CALENDAR

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

City Council

2. Council Adoption of Resolution No. 2020 - ____: Accepting the Suisun City Marina Dock Waterline Replacement Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project. – (Lofthus: klofthus@suisun.com).
3. Council Adoption of Resolution No. 2020 - ____: Reaffirming the Necessity of the Development Impact Fees, and Accepting the Annual Report on Development Impact Fees. – (Deol: ideol@suisun.com).
4. Council Adoption of Resolution No. 2020 - ____: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project. – (Kearns: jkearns@suisun.com).
5. Council Adoption of Resolution No. 2020 - ____: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with First Carbon Solutions to Prepare an Environmental Impact Report for the Suisun Logistics Center Project – (Kearns: jkearns@suisun.com).
6. Council Adoption of Resolution No. 2020 - ____: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with DKS Associates for the Rectangular Rapid Flashing Beacons Project, Federal Project No. HSIPL-5032(033) - (Medill: mmedill@suisun.com).

7. Council Adoption of Resolution No. 2020 - ____: Accepting the Civic Center Boulevard Asphalt Concrete Overlay and Waterline Replacement Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project – (Medill: mmedill@suisun.com).
8. Council Adoption of Resolution No. 2020 - ____: Accepting the Lawler Ranch Masonry Wall & Monument Sign Painting Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project – (Medill: mmedill@suisun.com).
9. Council Adoption of Resolution No. 2020 - ____: Authorizing the City Manager to Request that the Metropolitan Transportation Commission Allocate Fiscal Year 2020-2021 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding to the City for the Railroad Avenue Buffered Bicycle Lanes Project – (Medill: mmedill@suisun.com).
10. Council Adoption of Resolution No. 2020 - ____: Authorizing the City Manager to Request that the Metropolitan Transportation Commission Allocate Fiscal Year 2020-2021 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding to the City for the Main Street Pedestrian and Bicycle Striping Improvements Project – (Medill: mmedill@suisun.com).
11. Council Adoption of Resolution No. 2020 - ____: Adopting the Second Amendment to the Annual Appropriation Resolution No. 2020-82 to Accept Council Approved Grant from the Office of Traffic Safety to Purchase Extrication Equipment (Office of Traffic Safety Jaws of Life Grant) – (Vincent: jvincent@suisun.com).
12. Council Adoption of Resolution No. 2020 - ____: Authorizing the City Manager to execute a purchase agreement with Golden State Fire Apparatus (Pierce Manufacturing Inc.) for a Mobile Light and Air Unit to be financed over 10 years – (Vincent: jvincent@suisun.com).
13. Council Adoption of Resolution No. 2020 - ____: Authorizing the City Manager to execute a lease-to-own purchase agreement with Motorola Solutions, Inc., or its assignee, for portable and mobile radios for the Police Department – (Roth: aroth@suisun.com).

Suisun City Council Acting as Successor Agency

14. Agency Adoption of Resolution No. SA 2020-____: Receiving and Accepting a Recognized Obligation Payment Schedule 2021/22 (ROPS) for the Period of July 1, 2021 through June 30, 2022 – (Deol: ldol@suisun.com).

PUBLIC HEARINGS:

15. **Public Hearing:** Council Introduction and Waive Reading of Ordinance No. ____: Amending Section 2.16.070 of the Suisun City Code to Update Recreation, Parks, Marina, & Arts Commission Start Time of the Monthly Commission Meetings – (Lofthus: klofthus@suisun.com).
16. **Public Hearing:** Consideration of Amending the Suisun City Historic Waterfront Business Improvement District Assessment for Calendar/Fiscal Year 2021 – (Folsom: gfolson@suisun.com).
 - a. Council Adoption of Resolution No. 2020-____: Amending the Suisun City Historic Waterfront Business Improvement District Assessment Levy for the District for Calendar/Fiscal Year 2021; and

- b. Council Introduction and Waive Reading of Ordinance No. ____: Repealing and Replacing Section 3.40.050 (Establishment of Benefit Assessment) of Chapter 3.40 (Main Street-Waterfront Business Improvement District) of Title 3 (Revenue and Finance) of the Suisun City Code

17. **Public Hearing:** Shryne Group Inc. Commercial Cannabis Business Permit, Site Plan/Architectural Review Permit, Cannabis Business Zone, and Development Agreement. Zone — (Kearns: jkearns@suisun.com).

- a. Council adoption of Resolution No. 2020-____: Approving a Commercial Cannabis Business Permit and Site Plan/Architectural Review Permit, for SGI Suisun LLC dba Authentic 707 for a Type 10 Retail Cannabis Dispensary License and Type 11 Distribution License at 521 Railroad Avenue.
- b. Council Introduction and Waive Reading of Ordinance No. ____: An Ordinance of the City Council of the City of Suisun City, California Amending the Suisun City Zoning Map to Establish a Cannabis Business Zone for Assessor's Parcel Number: 0037-080-060.
- c. Council Introduction and Waive Reading of Ordinance No. ____: An Ordinance of the City Council of the City of Suisun City, California Approving a Development Agreement for with SGI Suisun LLC dba Authentic 707 at 521 Railroad Avenue

GENERAL BUSINESS

City Council

18. Council Adoption of Resolution No. 2020-____: Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2021 as Provided in Chapter 8.04 of the Suisun City Code Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2021 as Provided in Chapter 8.04 of the Suisun City Code – (Vincent: jvincent@suisun.com).

19. Community Benefits Program: (Lofthus: klofthus@suisun.com).

- a. Council Adoption of Council Resolution No. 2020-__: Adopting the City of Suisun City Partnership Policy and Application
- b. Council Adoption of Council Resolution No. 2020-__: Adopting the City of Suisun City Special Event Permit Application
- c. Council Adoption of Council Resolution No. 2020-__: Adopting the City of Suisun City Fee Waiver Policy and Application

REPORTS: (Informational items only.)

20. a. Council/Boardmembers
- b. Mayor/Chair

21. City Manager/Executive Director/Staff

ADJOURNMENT

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council /Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the

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 - 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 December 15, 2020 was posted and available for review, in compliance with the Brown Act.

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AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-___: Accepting the Suisun City Marina Dock Waterline Replacement Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project.

FISCAL IMPACT: Acceptance of this Suisun City Marina Dock Waterline Replacement Project as complete will not have fiscal impact on the General Fund as the project costs are covered by Recognized Obligation Payments Schedule (ROPS). The project services are complete, and Contractor provided the final invoice in the amount of \$665,894.

BACKGROUND: In early 2019 the fire suppression systems on the east and west docks were completed. The work included removing and disposing of the water suppression system; replacing the 3" fire main line with a 3" high-density polyethylene main line; adding new risers to the 1½" fire cabinets; adding risers to the 2½" Fire Department Connections (FDC); and testing the system.

Due to funding constraints, that project did not include replacing the docks' domestic waterline systems, which were in need of repairs. With the State of California Department of Finance's approval of the ROPS request, the City was able to complete the project. The upgrades to the docks include replacing the onshore water supply lines, gate valves, reduced pressure backflow preventer assemblies, and double check detector valve assemblies (with Fire Department Connections) at the following locations: 1) Marina Office at 800 Kellogg Street, 2) Easterly terminus of Walnut Street, and 3) Solano Yacht Club.

STAFF REPORT: On March 17, 2020, City Council approved and awarded the contract to Bellingham Marine Industries, Inc. in the amount not to exceed \$669,000.

The scope of work was completed and staff recommends accepting the Project as completed and authorizing the City Manager to file and record the Notice of Completion (NOC) with the County, which will then start the one-year warranty period on all work.

RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2020-___: Accepting the Suisun City Marina Dock Waterline Replacement Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project.

ATTACHMENTS:

1. Resolution No. 2020-___: Accepting the Suisun City Marina Dock Waterline Replacement Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project.
2. Location Map.
3. Notice of Completion.

PREPARED BY:

Janet Hull, Recreation Manager

REVIEWED BY:

Kris Lofthus, Recreation, Parks, and Marina Director

APPROVED BY:

1

Greg Folsom, City Manager

RESOLUTION NO. 2020-

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ACCEPTING THE SUISUN CITY MARINA DOCK WATERLINE REPLACEMENT
PROJECT AS COMPLETE, AND AUTHORIZING THE CITY MANAGER TO
RECORD THE NOTICE OF COMPLETION FOR THE PROJECT**

WHEREAS, in early 2019, the fire suppression systems on the east and west docks were completed; and

WHEREAS, due to funding constraints, the domestic waterline system in the east and west docks were not replaced as part of the fire suppression system project; and

WHEREAS, on March 17, 2020, the City Council awarded the construction contract for the Suisun City Marina Waterline Replacement Project to Bellingham Marine; and

WHEREAS, the scope of work included, replacing the onshore water supply lines, gate valves, reduced pressure backflow preventer assemblies, and double check detector valve assemblies.

WHEREAS, Bellingham Marine has completed all work under the contract for the Project and is ready to receive a Notice of Completion.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby accept the Suisun City Marina Dock Waterline Replacement Project as completed, and authorizes the City Manager to take such measures as necessary to execute the Notice of Completion.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 15th day of December 2020, by the following vote:

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

WITNESS my hand and the seal of said City this 15th day of December 2020.

Donna Pock, CMC
Deputy City Clerk

LOCATION MAP

Suisun Marina Docks Water Line Replacement Project



WHEN RECORDED MAIL TO:

Name Public Works Department
Street CITY OF SUISUN CITY
Address 701 CIVIC CENTER BLVD.
City & SUISUN CITY, CA 94585
State, Zip

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

No Fee, per code 27283

NOTICE OF COMPLETION

A.P.N. _____

Notice is hereby given that:

- The undersigned is owner of the interest or estate stated below in the property hereinafter described.
- The full name of the undersigned is City of Suisun City
- The full address of the undersigned is 701 Civic Center Blvd.
Suisun City, CA 94585
- The nature of the title of the undersigned is: In fee. N/A
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee.")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: **NONE**

NAMES	ADDRESSES
_____	_____
_____	_____
- The names of the predecessors in the interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to: **NONE**

NAMES	ADDRESSES
_____	_____
_____	_____

(If no transfer made, insert "none.")

(If no contractor for work of improvement as a whole, insert "none.")

- A work of improvement on the property hereinafter described was completed on December 15, 2020
- The name of the contractor, if any, for such work of improvement was Bellingham Marine Industries, Inc.

- The property on which said work of improvement was completed is in the City of Suisun City, County of Solano, State of California, and is described as follows:
Dock Waterline Replacement Project

- The street address of said property is at Suisun City Marina East and West Docks

11. I declare under penalty of perjury the foregoing is true and correct.

Signature of
owner named
in paragraph 2 _____

Dated: _____

By Greg Folsom, City Manager

AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-____: Reaffirming the Necessity of the Development Impact Fees and Accepting the Annual Report on Development Impact Fees.

FISCAL IMPACT: There would be no fiscal impact associated with the adoption of the proposed Resolution.

STRATEGIC PLAN IMPACT: Provide good governance.

BACKGROUND: AB 1600 (codified as California Government Code Section 66000 *et seq.*) requires that local agencies prepare annual reports on all development impact fees collected to finance “public facilities” if those fees were established, increased, or imposed on or after January 1, 1989. It does not include fees charged for processing development applications, development agreements, or reimbursement agreements. The report is due 180 days after the close of each fiscal year and requires that a report concerning each fee fund be made available to the public.

To be in full compliance with State Law, the City must:

- Spend or commit development impact fees within five years of collecting them; or
- Adopt a resolution that makes a finding that a reasonable relationship remains between the current need for the fees and the purpose for which they were originally proposed.

The City currently collects five different categories of impact fees which are described in the attached report. Below is the finding for the one impact fee that require accumulation beyond five years to complete projects:

- Off-Site Street Improvement Program (OSSIP) Fee - A portion of the Off-Site Street Improvement Program fees collected have not yet been spent within five years of collection. These revenues have been set aside to design and construct the planned improvements which have not yet been accomplished. This is to ensure that the projects can benefit from the economies of scale of a few larger projects, rather than a piecemeal approach consisting of numerous smaller projects. It will also ensure that there will be fewer disruptions of the select street system during construction.

In 2015, the City Council appropriated funds to update the Development Impact Fee Study. Through a competitive process, the consulting firm TischlerBise was selected to perform this work. The study was completed in January 2017 and was accepted by the City Council through Resolution No. 2017-01 passed and adopted on January 3, 2017. The study has resulted in the need to diversify the fees beyond those that were adopted in 1993. The current three fees are proposed to be divided into five fees to better determine the associated costs of each category of

PREPARED BY:	Elizabeth N. Luna, Accounting Services Manager
REVIEWED BY:	Lakhwinder Deol, Finance Director
APPROVED BY:	Greg Folsom, City Manager

services and to more accurately collect the associated revenue. The City currently impose the following fees:

- Fire Facilities & Equipment Fee.
- Municipal Facilities & Equipment Fee.
- Off-Site Street Improvements Program Fee.
- Park Improvement Program Fee.
- Police Facilities & Equipment Fee.

A copy of this report of required information will be available at the Finance Department by December 31, 2020, thereby satisfying the law's requirement that the report be available to the public by that date. In addition, public contact will be made through posting of the City Council Agenda on the City's official website.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2020-____: Reaffirming the Necessity of the Development Impact Fees, and Accepting the Annual Report on Development Impact Fees.

ATTACHMENTS:

1. Resolution No. 2020-____: Reaffirming the Necessity of the Development Impact Fees, and Accepting the Annual Report on Development Impact Fees.
2. Exhibit A – Annual Report on Development Impact Fees

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RESOLUTION NO. 2020-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
REAFFIRMING THE NECESSITY OF THE DEVELOPMENT IMPACT FEES AND
ACCEPTING THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES**

WHEREAS, the City of Suisun City imposes fees to mitigate the impact of development pursuant to Government Code section 66000 *et seq.*; and

WHEREAS, said fees collected are deposited into a special revenue and separate capital accounts for each type of improvement funded by development fees; and

WHEREAS, the City maintains separate funds for off-site street improvement program fees, park development program fees, police facility, fire facility and municipal vehicle and equipment fees; and

WHEREAS, the City is required within 180 days after the last day of each fiscal year to make available to the public information for the fiscal year regarding these fees pursuant to Government Code section 66006; and

WHEREAS, the documents reflecting the balance in each development impact fee fund or account, accrued interest in said fund or account and the amount of expenditure by public facility for the fiscal year have been made available for public review as required by Code Section 66006, a copy of which is attached hereto as Exhibit A.

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

Section 1. That the recitations above are true and correct.

Section 2. That the following findings are made pursuant to California Government Code Section 66001:

- A. The Off-Site Street Improvement Program fee has been accumulated beyond five years to achieve economies of scale for projects in the adopted Capital Improvement Program. The fees collected are being accumulated to build large projects rather than being used in a piecemeal fashion.

BE IT FURTHER RESOLVED that the Annual Report on Development Impact Fees attached hereto as Exhibit A and incorporated by this reference is hereby accepted by the City Council.

PASSED AND ADOPTED by a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 15th of December 2020, by the following vote:

AYES: Councilmembers _____

NOES: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

WITNESS my hand and the seal of the City of Suisun City this 15th day of December 2020.

Anita Skinner
City Clerk

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Annual Report on Development Impact Fees, Per Government Code 66000
AB 1600 Statement
Analysis of Changes in Fund Balance
 Exhibit A

	OSSIP Fund (120)	Parks Dev. Fund (300)	Fire Facility Fund (310)	Police Facility Fund (312)	Municipal Veh/Equip Fund (314)
Beginning Fund Balance, 07/01/2019	\$ 4,473,833	\$ 136,691	\$ (1,337)	\$ 15,049	\$ 18,501
REVENUE					
Developer Fees	\$ 23,171	\$ 7,302	\$ 7,938	\$ 11,890	\$ 715
SSWA Portion of ERP					
Transfer In from General Fund	\$ 129,343	\$ 4,333	\$ (852)	\$ 728,564	\$ 49,009
Investment Income (incl market value at yearend)	\$ -	\$ 42,839		\$ (2,956)	\$ (931)
Miscellaneous/Return of Unused Funds	\$ 152,515	\$ 54,474	\$ 7,086	\$ 737,498	\$ 48,793
EXPENDITURES					
Impact Fee Study/Other Study	\$ -	\$ 5,179			
Railroad Avenue pavement	\$ 2,758				
Police/Fire Facility & Equipment	\$ 16,432			\$ 728,564	
Sunset & Walters Signal Integration	\$ 62,741				
Railroad Avenue					\$ 49,009
Questica-software and training			\$ 39,936		
Fire Facility- Assessment Study	\$ 11,800	\$ 5,000			
Cost Allocation	\$ 93,731	\$ 10,179	\$ 39,936	\$ 728,564	\$ 49,009
Excess Revenue Over/(Under)	\$ 58,784	\$ 44,294	\$ (32,850)	\$ 8,934	\$ (216)
Expenditures					
Ending Fund Balance , 06/30/2020	\$ 4,532,617	\$ 180,985	\$ (34,187)	\$ 23,983	\$ 18,286

Five Year Revenue Test Using First In First Out Method

Fees collected in FY2016	178,899	130,848	-	-	-
Fees collected in FY2017	182,092	134,364	624	558	19,556
Fees collected in FY2018	28,757	32,433	15,437	12,279	1,429
Fees collected in FY2019	76,812	-	27,198	39,120	2,433
Fees collected in FY2020	23,171	7,302	7,938	11,890	715
Total Revenue for Last Five Years	489,731	304,947	51,197	63,847	24,133

Result: A resolution has been adopted to make a finding that there remains a reasonable relationship between the current need for the **Off-Site Street Improvement** fees and the purpose for which they were originally proposed to continue fee collection.

Note: The Police Facility and Municipal Vehicle /Equipment fund received monies as transfers in from General Fund in aid of completing the much needed projects. Fire Facility Fund projected sufficient impact fees in the year 2020-21 to cover the current deficit.

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AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City’s Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project.

FISCAL IMPACT: There would be no impact to the General Fund. The cost for retaining the firm of David Wade and Associates to act as city staff and process the development application is \$66,000 and is fully borne by the developer/applicant.

STRATEGIC PLAN IMPACT: Provide Good Governance; Develop Sustainable Economy; Enhance the Environment.

BACKGROUND: In 2016, a development project (“Suisun 355”) was submitted and progress was made toward entitling the project and ultimately certifying an Environmental Impact Report. The project proponent decided not to move the project forward and thus the entitlement work was discontinued. During the application processing, Mr. David Wade was very involved in the Planned Unit Development for the prior project. Last month, a development application was filed with the Development Services Department for a project which has many of the same characteristics, but a much smaller footprint. Due to David Wade’s familiarity with the property, staff recommends that they be chosen to process the development application for this project.

STAFF REPORT: Below is a listing of the proposed services that Mr. Wade will be providing as a part of this contract. Details to each of the tasks can be found in Attachment 2 of this staff report:

- Review Development Proposal.
- Comparison of Application to City Policies, Ordinances, and Existing Services.
- Scheduling.
- Establish Communication Procedures with City Staff and Applicant.
- Coordination of Information Flow and Resolution of Issues.
- Documentation of Entitlement, CEQA, Wetlands, and LAFCO Issues.
- Advise on Issues that Arise in the Entitlement Process.
- Coordination of LAFCO Annexation Process.
- Review of CEQA Draft and Final Documents.
- Preparation of Staff Reports.
- Presentations to Planning Commission and City Council.

PREPARED BY:
APPROVED BY:

John Kearns, Senior Planner
Greg Folsom, City Manager

The time for completion of the project will depend on several factors that are controlled by other stakeholders in the process, including but not limited to the CEQA production team and LAFCO. A specific master schedule will be prepared when consultation with the city and other stakeholders is completed.

The master schedule will establish key milestones for assessing progress throughout the entire process. The master schedule will be documented and monitored with Microsoft Project or similar software.

This contract is for an amount not to exceed \$66,000 plus a 10% contingency (\$6,600). Additionally, a retainer of \$8,000 will be paid upon commencement of the professional services contract.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2020-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project.

ATTACHMENTS:

1. Council Resolution No. 2020-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project.
2. David Wade and Associates Proposal.

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT ON THE CITY'S BEHALF WITH
DAVID WADE AND ASSOCIATES TO PROCESS THE DEVELOPMENT
APPLICATION FOR THE SUISUN LOGISTICS CENTER PROJECT**

WHEREAS, a development application has been received for the Suisun Logistics Center Project east of Walters Road between Peterson Road and Highway 12 and requires supplemental staff to move the project expeditiously; and

WHEREAS, it has been determined that it is necessary to hire a firm to process the development project at the full cost of the applicant; and

WHEREAS, the selected firm has a strong familiarity with the development project and has processed numerous entitlements throughout Northern California; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute a Professional Services Agreement on the City's behalf with David Wade and Associates to process the development application for the Suisun Logistics Center Project in the amount of \$66,000 plus a ten percent contingency.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 15th day of December 2020 by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

WITNESS my hand and the seal of said City this 15th day of December 2020.

Donna Pock, CMC,
Deputy City Clerk



November 30, 2020

John Kearns
Senior Planner
City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585

SUBJECT: Contract Services for Planning Management of the *Suisun Logistics Center* Entitlement Process

Dear Mr. Kearns,

I am pleased to submit this proposal for contract services to the City of Suisun City.

SETTING/ EXISTING CONDITIONS

The City of Suisun City has received an application for approval of a rezoning and planned development of a logistics center and associated facilities on approximately 119 acres located near the intersection of Walters Road (to the west) and State Route 12 (to the south). Petersen Road is the north boundary.

The project area is a portion of a previous development proposal for which a substantial level of information and study was prepared.

CONTRACT SERVICES OBJECTIVE

The objective of the proposed services is to efficiently, and correctly process the application to the following milestones:

- certification of required CEQA documentation; and
- annexation to the City of Suisun City; and
- a decision regarding approval or denial of the application by the City Council.

PROPOSED SERVICES

Wade Associates will provide the following services through the direct participation of David Wade, AICP-CUD. The key elements of this process include providing senior level experience in recognizing and resolving issues, coordinating among the various stakeholders, establishing viable communication channels, and establishing a master process schedule.

1. Review of Proposal Application

Wade will conduct a thorough review of the proposal application relative to the city requirements and will provide the applicant with a list/description of any deficiencies. Upon correction of any such deficiencies, Wade will issue to the applicant a notice of completion of the application.

2. Comparison of Application to City Policies, Ordinances, and Existing Services

Wade will conduct a thorough review of the application relative to all pertinent city policies and ordinances, and relative to the existing city and other public services required to serve the proposed development. Wade will issue to the applicant, city departments, and other affected agencies a description of any apparent discrepancies with such policies, ordinances, and service availabilities, and shall establish procedures for resolution of such discrepancies.

3. Scheduling

Upon discussion with the city, the applicant, and other key stakeholders, Wade will establish a master schedule for the process and will monitor the workflow to ensure an efficient and timely progress.

This cornerstone task will include all stakeholders in the process; including but not limited to:

- City of Suisun City
- City of Fairfield
- Solano County
- Solano County LAFCO
- Caltrans
- USAF (Travis AFB)

4. Establish Communication Procedure with City Staff and Applicant

Wade will establish and maintain a process of regular communication with the city staff and the applicant. At minimum this shall include a weekly summary report, and periodic meetings either virtually or in person on a bi-weekly schedule, or as needed to resolve issues in a timely manner.

5. Coordination of Information Flow, and Resolution of Issues

Wade will provide coordination of information and resolution of issues throughout the entitlement process through regular communication and established resolution procedures.

6. Documentation of the Entitlement, CEQA, Wetlands, and LAFCO Processes

Wade will maintain a log of events, issues, and resolution of issues throughout the process in a digital form that is accessible by the city and applicant. Wade will create an on line archive of the log as well as pertinent documents in chronologic order. Wade will provide a weekly summary of events, issues, and determinations.

7. Advise on Issues that Arise in the Entitlement Process

In addition to coordinating information flow, Wade will provide advice and recommendation on specific issues that may arise in the course of project proposal refinement and entitlement such as site design, urban design, and public policy.

8. Coordination of LAFCO Annexation Process

Wade will interface with the LAFCO staff and commission to coordinate and expedite the annexation of the project to the city.

9. Review of CEQA Draft and Final Documents

Wade will review draft sections of the CEQA documents and provide written comments as necessary to the CEQA consultants.

10. Preparation of Staff Reports

Wade will prepare staff reports to the Planning Commission and City Council. Such reports will be prepared in timely drafts to afford review by senior city staff.

11. Presentations to Planning Commission and City Council

Wade will make presentations to the Planning Commission, City Council, and other public entities as required in the entitlement procedures.

TIME FRAME

The time for completion of the project will depend on several factors that are controlled by other stakeholders in the process, including but not limited to the CEQA production team and LAFCO. A specific master schedule will be prepared when consultation with the city and other stakeholders is completed. The estimated time for completion of the entire process including entitlement including annexation processing and wetland permitting is estimated to be 12 to 18 months.

The master schedule will establish key milestones for assessing progress throughout the entire process. The master schedule will be documented and monitored with Microsoft Project or similar software.

COMPENSATION

The City of Suisun City will compensate Wade Associates at \$195 per hour billed monthly on a time and materials basis as documented by a detailed time log in increments of 15 minutes. The time invoiced shall not exceed limits related to the specific tasks summarized as follows:

Tasks 1 through 3:	not to exceed \$8,000
Tasks 4 through 7:	not to exceed \$39,000
Tasks 8:	not to exceed \$7,000
Tasks 9 through 11:	not to exceed <u>\$12,000</u>
Total Not to Exceed Labor	\$66,000

Wade Associates will bill travel at \$0.25 per mile and a labor rate of one-half the quoted billing rate.

A retainer of \$8,000 is due at the commencement of contract. The retainer will be credited to final billings.

The proposed work will be under a contract with the City of Suisun City, however, it is understood that the project applicant reimburses such work. Wade Associates agrees that in the event that such reimbursement does not occur, Wade Associates shall not hold the City of Suisun City liable for non-payment of the contract. In the event of non-payment of the contract for a period of 45 days following submittal of a monthly invoice, Wade Associates shall notify the city and cease work.

UNANTICIPATED CONDITIONS

Wade Associates bases the compensation proposal on the assumptions that:

- There are no legal challenges to the entitlement process, the LAFCO annexation process, the CEQA process, the wetland permitting process, or any other challenge.
- Wade Associates shall coordinate information with the US Army Corps of Engineers and other agencies related to wetland permitting, but the applicant shall have primary responsibility for pursuing necessary permits.
- The proposed application pertains to the approximately 119 acres and does not include the entire area included in the previous development application.
- The proposed annexation does include the entire area included in the previous annexation.

In the event of unanticipated conditions not addressed in the Proposed Services above the City of Suisun City and Wade Associates shall negotiate amendments to the compensation.

QUALIFICATIONS TO PROVIDE SERVICES

SUMMARY OF RESUME

David Wade is principal/senior project manager with an extensive background in planning and design of environmentally sound, large- and small-scale urban development and environmental projects. He has over 40 years' experience in managing and planning master and specific plans located throughout the northwest region of the United States for both public and private sectors. He has substantial skill in leading multi-disciplinary planning programs involving integration of planning, design, engineering, environmental, and policy studies. His expertise includes land use, socio-economics, community design, and public facilities.

As a founding Principal for Wade Associates, David Wade served as principal-in-charge and senior project manager for over 40 specific plan and general development plan projects in northern and central California and northern Nevada. He has developed expertise in managing large teams in a comprehensive planning effort on specific plan projects range from 160 to 5,000 acres. He has prepared numerous community designs for private-land developers. Design concepts include constraints and opportunities analyses, land use configurations and community design elements.

Mr. Wade has served as a senior consultant to local governments on the preparation of specific plans and other planning documents. An example is the Mariposa Lakes Specific Plan, a 10,000 dwelling unit mixed use project in the City of Stockton. Mr. Wade provided direction on the overall project through the entitlements and provided editing of the plan documents.

Mr. Wade has prepared over 30 public facilities master plans, jobs/housing analyses, recreation master plans, public facility feasibility studies, master services assessments, and sphere of influence studies for public service agencies.

Prior to founding Wade Associates, Mr. Wade was the Executive Coordinator for the South Placer Policy Committee where he prepared a comprehensive policy document and conceptual regional plan for a 100 square mile area including Lincoln, Rocklin and Roseville plans to secure funding the Highway 65 Roseville Bypass.

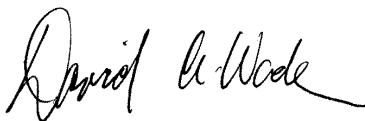
As the Assistant Executive Officer for the Sacramento Local Agency Formation Commission Mr. Wade prepared and managed studies on creation and reorganization of special districts throughout Sacramento County.

SIMILAR PROJECT EXPERIENCES

David Wade has served as the project manager or coordinator for local jurisdiction on the following similar projects:

- Hewlett Packard Roseville Plant Master Plan, City of Roseville
- Twelve Bridges Specific Plan Project Review, City of Lincoln
- Stanford Ranch Business Park, City of Rocklin
- Westside Industrial Specific Plan, City of Turlock
- El Dorado Hills Business Park Design Guidelines, El Dorado County

Sincerely,



David Wade, AICP-CUD

Principal

AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with First Carbon Solutions to Prepare an Environmental Impact Report for the Suisun Logistics Center Project.

FISCAL IMPACT: There would be no impact to the General Fund. The cost for retaining the firm of First Carbon Solutions to prepare and complete an Environmental Impact Report (EIR) is \$268,729. Staff is requesting a ten percent contingency be added to the contract. The total cost of the contract is fully borne by the developer/applicant.

STRATEGIC PLAN IMPACT: Provide Good Governance; Develop Sustainable Economy; Enhance the Environment.

BACKGROUND: In 2016, First Carbon Solutions was selected to prepare an Environmental Impact Report for the former Suisun 355 project east of Walters between Peterson Road and Highway 12. Substantial work was completed for the project and a draft EIR was to be imminently released before the project proponent chose not to move the project forward. Last month, a development application was filed with the Development Services Department for a project which has many of the same characteristics, but a much smaller footprint. Due to First Carbon's familiarity with the property, staff recommends that they be chosen to complete the necessary CEQA work for the project.

STAFF REPORT: Below is a listing of the proposed services that First Carbon Solutions will be providing as a part of this contract. Details to each of the tasks can be found in Attachment 2 of this staff report, but below are some of the key tasks that staff identified:

- Preparation and circulation of a Notice of Preparation.
- Preparation of technical studies beginning with transportation study.
- Preparation of Administrative Draft of Environmental Impact Report.
- Circulation of Draft Environmental Impact Report for 45-day review period.
- Submit Final Environmental Impact Report and Mitigation Monitoring and Reporting Program to the City.
- Release Final Environmental Impact Report and Mitigation Monitoring and Reporting Program.

The time for completion of the project will depend on several factors that are controlled by other stakeholders in the process including applicable environmental agencies. A specific master schedule will be prepared when consultation with the city and other stakeholders is completed. However, the initial schedule approximates a 14-month process for the EIR.

PREPARED BY:
APPROVED BY:

John Kearns, Senior Planner
Greg Folsom, City Manager

This contract is for an amount not to exceed \$268,729 and authorize the City Manager to approve up to an additional 10% for contingencies.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2020-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City’s Behalf with First Carbon Solutions to Prepare an Environmental Impact Report for the Suisun Logistics Center Project.

ATTACHMENTS:

1. Council Resolution No. 2020-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City’s Behalf with First Carbon Solutions to Prepare an Environmental Impact Report for the Suisun Logistics Center Project.
2. First Carbon Solutions Proposal.

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT ON THE CITY’S BEHALF WITH
FIRST CARBON SOLUTIONS TO PREPARE AN ENVIRONMENTAL IMPACT
REPORT FOR THE SUISUN LOGISTICS CENTER PROJECT**

WHEREAS, a development application has been received for the Suisun Logistics Center project and requires environmental review consistent with California state law; and

WHEREAS, it has been determined that it is necessary to hire a firm to complete the environment document for the project at the full cost of the applicant; and

WHEREAS, the City originally solicited a Request for Proposals (RFP) from environmental firms to complete the work for the former project in 2016 and found it most appropriate to have First Carbon Solutions complete this work at this time; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute a Professional Services Agreement on the City’s behalf with First Carbon Solutions Prepare an Environmental Impact Report for the Suisun Logistics Center Project in the amount of \$268,729 and authorize the City Manager to approve up to an additional 10% for contingencies.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 15th day of December 2020 by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

WITNESS my hand and the seal of said City this 15th day of December 2020.

Donna Pock, CMC,
Deputy City Clerk

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December 9, 2020


John Kearns, City Planner
City of Suisun City
701 Civic Center Drive
Suisun City, CA 9485

Subject: Suisun Logistics Project – Scope of Work

Dear John:

FCS is pleased to submit this scope of work to prepare the Suisun Logistics Project Environmental Impact Report (EIR). We are eager to initiate work and complete the CEQA process for the City.

Sincerely,



Mary Bean, Director
FirstCarbon Solutions
1350 Treat Boulevard, Suite 380
Walnut Creek, CA 94597

UNITED STATES

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250 Commerce, Suite 250
Irvine, CA 92602

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Pasadena, CA 91101

Bay Area
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Walnut Creek, CA 94597

Central Valley
7265 N First Street, Suite 101
Fresno, CA 93720

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650 E. Hospitality Lane, Suite 125
San Bernardino, CA 92408

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Selangor, Malaysia



PROJECT UNDERSTANDING—SUISUN LOGISTICS PROJECT

Project Summary

Existing Conditions

The 167-acre project site is located in unincorporated Solano County, California, within the existing Sphere of Influence the City of Suisun City. The semi-triangular project site is bounded by undeveloped land and Walters Road (west), Petersen Road (north), farmland, grazing land, and Travis Air Force Base (east), and State Route 12 (SR-12) (south). The project site is located on the Denverton, California United States Geological Survey 7.5-minute topographic quadrangle, Township 5 North, Range 1 West, Section 33 (Latitude 38° 14' 22" North; Longitude 121° 58' 48" West).

The project site is mostly used for cattle grazing and contains grassy vegetation. The project site gently slopes from north to south and the elevation ranges from 5 feet in the southeast corner to 21 feet above mean sea level in the northeast corner.

Two man-made drainage channels cross the site in a north-south direction. The southern portion of the project site overlaps with a 100-year flood plain that contains depressions that are occupied by emergent wetlands and marshy areas. A 16-inch-diameter Pacific Gas and Electric Company (PG&E) underground natural gas pipeline crosses through the project site in an east-west direction within a 15-foot-wide easement. A 100-foot power line easement crosses the project site in an east-west direction. A barbed wire fence surrounds the project site.

The project site is currently designated “Agriculture” by the Solano County General Plan and zoned “A-160” by the Solano County Zoning Ordinance. The southeastern portion of the project site is within the Solano County General Plan’s “Travis Reserve Overlay.”

The project site is currently designated “Special Planning Area” by the City of Suisun City General Plan, which is a non-binding designation. The project site is within the Suisun City Sphere of Influence.

The project site is within the boundaries of the Travis Air Force Base Airport Land Use Compatibility Plan and, thus, new development activities that occur on the site are subject to review by the Solano County Airport Land Use Commission.

Project Description

Buzz Oates Construction, Inc. is proposing to develop 2.1 million square feet of warehouse uses on approximately 120 acres of the project site. The remaining acreage would be preserved as open space.

Six buildings ranging from 145,397 to 644,782 square feet would be developed onsite. The facility would be enclosed with a secure perimeter and access would be restricted to authorized users. Vehicular access would be taken from one point on Walters Road and three points on Petersen Road. A reciprocal access point may be provided with a planned service station at the corner of SR-12 / Walters Road.



SCOPE OF WORK

Task 1: Technical Studies/Analysis

Air Quality and Greenhouse Gas Emissions Analysis

FCS will prepare an Air Quality and Greenhouse Gas (GHG) Analysis. The analysis will be wholly contained in the CEQA document and the supporting technical data will be appended to the document; no stand-alone report will be prepared. To perform this analysis, the following tasks are required.

Air Quality Analysis

FCS will provide a quantitative estimate of potential short-term demolition/ construction and long-term operational regional criteria air pollutant and precursor emissions. Emissions will be quantified using the latest version of the California Emissions Estimator Model (CalEEMod). The modeling will incorporate the type and size of the proposed uses, demolition/construction phasing schedule, and other construction data (duration of construction, area of land to be disturbed/graded, etc.).

Long-term (i.e., operational) regional criteria air pollutant and precursor estimates will be updated and revised to evaluate emissions from the proposed project's area-, stationary-, and mobile-sources. Mobile-source emissions will be based, in part, on the traffic analysis to be prepared for this project. Stationary sources will be quantified using appropriate emission factors and methodologies from BAAQMD, California Air Resources Board (ARB), and/or U.S. Environmental Protection Agency (EPA).

Greenhouse Gas Emissions Analysis

FCS will provide a quantification of the project's construction and operational GHG emissions using assumptions and methodologies consistent with those used in the air quality analysis. Estimated GHG emissions will be evaluated against appropriate cumulative significance thresholds established in the BAAQMD CEQA Guidelines. BAAQMD quantitative thresholds of significance will be used to determine if the proposed project's generation of GHG emissions, based on its mass emissions or GHG efficiency (GHG emissions per service population where service population equals the sum of residents and employees), is considered a significant impact. Pursuant to the CEQA Guidelines Appendix G, FCS will also evaluate the project's design and purpose in the context of consistency with applicable GHG reduction plans. The GHG Emissions Analysis will also address the California Supreme Court ruling on the Newhall Ranch project and will utilize current approved methods for quantifying GHG impacts. Additional measures or design considerations will be proposed, as necessary, to reduce potential impacts to less than significant.

Health Risk Assessment

FCS will provide a health risk assessment (HRA) to evaluate potential construction-related toxic air contaminant (TAC) impacts. The major TAC that affects health impacts in the air is diesel particulate matter (DPM). DPM from the operation of diesel trucks and heavy construction equipment has been

identified by the California Air Resources Board (ARB) as a carcinogen that can result in long-term health impacts. The proposed project has the potential to generate substantial DPM emissions during demolition and construction that would expose nearby sensitive receptors to elevated levels of TACs.

In addition, because of the potential for idling of heavy duty trucks and diesel buses onsite as a result of project implementation, and due to the location of the project relative to existing sensitive receptors, FCS will also provide an updated and revised quantitative health risk analysis to document and quantify the project's potential operation-generated health risks to adjacent sensitive receptors. Therefore, FCS will prepare a stand-alone Health Risk Assessment (HRA) to assess operation-generated health impacts to adjacent land uses. The findings of the HRA will be summarized in the EIR, with the technical memorandum included in the appendix. FCS will perform the following tasks as part of this analysis.

- In accordance with the BAAQMD's air dispersion modeling guidance, FCS will apply the USEPA AERMOD air dispersion model to estimate concentrations of the various TACs, including DPM and components of total organic gases.
- Line emission sources will be used to estimate emission impacts from vehicle travel and emissions from transportation refrigeration units both onsite and along adjacent roadways.
- A point source representation of idling trucks and buses and transport refrigeration units will be applied in the air dispersion modeling per BAAQMD guidance.
- Project-level incremental health risk impacts will be assessed for cancer risk and non-cancer hazards in accordance with the methodology recommended by the BAAQMD.
- The resulting health risk impacts will be compared to the applicable significance thresholds defined in the BAAQMD CEQA Guidelines for both project-specific impacts and cumulative impacts, considering the emissions from all sources within 1,000 feet.

Mitigation measures will be identified, if necessary, to reduce emissions for those pollutants that exceed any significance thresholds.

Data Needs and Assumptions

FCS will provide the project applicant with an RFI that includes all necessary construction and operational parameters required for the Air Quality and GHG Emissions Analysis. This SOW assumes relevant data (e.g., heavy-duty equipment, hours of use for equipment or emergency generators, if proposed) for the construction and operational analyses will be provided by the project applicant. However, if project-specific information is not available, FCS can work with the City and applicant to develop reasonable assumptions based on professional experience. This analysis will be completed within six weeks of receipt of the RFI response, the City-approved Project Description, and the proposed project's traffic analysis data required for modeling. If changes are made to the Project Description that would require additional modeling, the modeling would be accomplished as an additional service not included in this SOW.

Cultural Resources Assessment

FCS will prepare a Cultural Resources Assessment. The assessment will include a field visit and record search. The conclusions will be reflected in the EIR section. Supporting information will be appended to the EIR.

Noise Analysis

FCS will prepare a Noise Analysis. The analysis will be wholly contained in the EIR and the supporting technical data will be appended to the document. To perform this analysis, the following tasks are required.

Compile and Summarize Background Information

The dominant noise source on the project site is traffic from adjacent roadways, therefore, existing noise environment will be documented through traffic noise modeling based on the updated traffic report to be prepared for the project. Because of changes in normal traffic patterns due to Covid-19, this scope does not include a new ambient noise monitoring effort, but will rely on the ambient noise measurement data previously conducted for this project. If the City determines that noise measurements are necessary, that effort will be covered under a separate scope and fee.

Conduct Construction Noise Impact Analysis

FCS will update and revised the construction noise impact analysis based on the revised site plan and construction schedule. Construction noise impacts will be evaluated in terms of maximum levels (L_{max}) or hourly equivalent continuous noise levels (L_{eq}) and their frequency of occurrence. The analysis will determine if construction noise would generate a substantial temporary increase in ambient noise levels that would result in annoyance or sleep disturbance of nearby sensitive receptors. FCS will provide an updated and revised analysis of potential vibration impacts associated with construction activities through application of the methodology used in the Transit Noise and Vibration Impact Assessment Manual (September 2018), prepared by the Federal Transit Administration

Conduct Operational Noise Impact Analysis

FCS will update and revise the previous quantitative assessment of noise impacts from project-specific and cumulative vehicular traffic trips. Traffic noise impacts will be assessed using the FHWA Traffic Noise Prediction Model (FHWA-RD-77-108, December 1978). Required model input data include without-project and with-project average daily traffic (ADT) volumes on adjacent roadway segments, based on the traffic study prepared for the project. Traffic impacts will be determined based on whether the project would generate a substantial increase in traffic noise levels in the project vicinity in excess of standards established in the local general plan or noise ordinance.

The project site is located within 1 mile of Travis Air Force Base, with portions of the project site located within the aviation noise contours of the air base. Therefore, the project will be re-evaluated for compliance with the Travis Air Force Base Land Use Compatibility Plan.

Potential noise impacts from project-related stationary noise sources, such as loading/unloading activity and mechanical system operations, will also be re-evaluated to determine if the proposed project would generate a substantial increase in ambient noise levels in excess of the City’s operational noise performance standards.

Traffic Impact Analysis

Transportation Analysis

3.11.1 Introduction

W-Trans will prepare an introduction section based on the proposed project.

3.11.2 Existing Conditions

W-Trans will prepare a 2021 Existing Conditions Setting Section for the EIR, including existing intersection levels of service and queues, roadway segments, and alternative modes of transportation.

W-Trans proposed to analyze the same 23 study intersection as previously analyzed in the 2018 report. Intersection turning movement counts will be conducted in early 2021 and compare to the prior 2016 traffic counts. Because of the COVID-19 pandemic W-Trans will evaluate whether adjustments need to be made to the new traffic counts to create “2021 typical traffic conditions.” The study intersections are:

- Pintail Drive/Sunset Avenue
- Rio Vista Road (SR-12)/Sunset Avenue [Caltrans]
- Rio Vista Road (SR-12)/Snow Drive [Caltrans]
- Pintail Drive/Emperor Drive
- Rio Vista Road (SR-12)/Emperor Drive-Lawler Ranch Parkway [Caltrans]
- Rio Vista Road (SR-12)/Woodlark Drive [Caltrans]
- Air Base Parkway/Walters Road [CMP*]
- Tabor Avenue/Walters Road [Fairfield]
- Bella Vista Drive/Walters Road
- Pintail Drive/Walters Road
- Montebello Drive-Mammoth Way/Walters Road
- Petersen Road/Walters Road
- Main Driveway/Walters Road
- South Driveway/Walters Road
- Rio Vista Road (SR-12)/Walters Road-Lawler Ranch Parkway [Caltrans]
- Alamo Drive/WB I-80 Ramps-Merchant Street [Caltrans]
- Alamo Drive/EB I-80 Ramps [Caltrans]
- Alamo Drive/Marshall Road [Vacaville]
- Peabody Road/Cliffside Drive [Vacaville]
- Peabody Road/Hume Way-Berryessa Drive [Vacaville]
- Peabody Road/Marshall Road [Vacaville]
- Peabody Road/Alamo Drive [Vacaville]

- Peabody Road/Foxboro Parkway [Vacaville]

W-Trans proposes to analyze the same CMP Road Segments as was done in the 2018 report. We will conduct new roadway segment counts and compared to the 2016 traffic counts. Because of the COVID-19 pandemic we will evaluate whether adjustments need to be made to the new roadway segment traffic counts to create “2021 typical traffic conditions.” The roadway segments are:

- Rio Vista Road (SR 12) between Sunset Avenue to Walters Road (2 segments)
- Air Base Parkway between Walters Road and Peabody Road
- Walters Road between Petersen Road to Bella Vista Drive (Suisun City, 3 segments)
- Walters Road between East Tabor Avenue to Air Base Parkway (Fairfield)

Truck counts were conducted for one full week in 2016 to obtain heavy vehicle percentages on Walters Road and Sunset Avenue in the study area. W-Trans proposes to apply the same heavy vehicle percentages to the 2021 analysis as these factors are not likely to have changed over the past five years.

3.11.3 Regulatory Setting

W-Trans will confirm that the regulatory setting items from the 2018 report are still applicable, including those for state, regional and local cities. Items will be updated if needed.

3.11.4 Methodology

Trip Generation and Distribution

W-Trans will update the forecast of the number of net new trips for the proposed project based on the current project description (2.1 million square feet of warehouse/distribution center to be developed in one phase). The trip generation for the proposed development will be determined based on standard average trip rates for a High-Cube Warehousing/Distribution Center (ITE Land Use Code #150) published in the most recent edition of Institute of Transportation Engineers’ Trip Generation Manual. Truck trip estimates will be converted to Passenger Car Equivalents (PCE) assuming 2.0 automobiles are equivalent to one large truck.

To the extent to which a Transportation Demand Management (TDM) plan has been developed or required by Solano Transportation Authority (STA) guidelines, appropriate trip reduction measures will be considered. Alternate modes such as pedestrian, bicycle, and transit facilities will be considered as part of the TDM plan.

This scope of work does not include preparation of a TDM plan. However, if a TDM plan has not been included as part of the proposed project, then TDM measures may be considered as a mitigation measure for potential transportation impacts.

The trip distribution will be based on the land use types and the likely paths of travel anticipated for each land use, as described in the prior analysis. The currently proposed project would have four

driveways, including one on Walters and three on Petersen Road. W-Trans will confirm assumptions with City staff regarding the completion of the Jepson Parkway project.

The trip generation, distribution and assignment will be confirmed with City staff prior to commencement of analysis.

3.11.5 Thresholds of Significance

W-Trans will confirm that the thresholds of significance from the 2018 report are still applicable, including those for state, regional and local cities. Items will be updated if needed, including the threshold to be applied for vehicle miles traveled (VMT).

3.11.6 Project Impacts and Mitigation Measures

W-Trans will update the following traffic operations (non-CEQA) and traffic impact (CEQA) analysis items:

Near-Term Traffic Operations Analysis (Non-CEQA)

- Traffic Modeling Methodology
- Near-Term Traffic Scenario
- Near-Term (No Project) Traffic Volumes, including list of Approved Projects (for project buildout year)
- Intersection Operations for Near-Term and Near-Term plus Project
- Intersection Queuing
- CMP Roadway Segment Level of Service
- Operational Effects and Improvement Measures
- Conclusion

Cumulative Traffic Operations Analysis (Non-CEQA)

- Traffic Modeling Methodology
- Cumulative Traffic Scenario
- Cumulative (No Project) Traffic Volumes
- Future Roadway Improvements
- Assumed Site Circulation
- Assumed Intersection Configuration
- Intersection Operations or Cumulative and Cumulative plus Project
- Intersection Queuing
- CMP Road Segment Level of Service
- Operational Effects and Improvement Measures
- Conclusion

Roadway Safety Impact Analysis (CEQA)

- Petersen Road Daily Volumes and Proportional Share of Traffic Volumes
- Driveway Design Considerations

- Level of Significance Before Mitigation
- Mitigation Measures
- Level of Significance After Mitigation
- Qualitative analysis of potential reciprocal access point with gas station at the corner of SR-12/Walters Road. This is assumed to be an internal access point from the gas station to the project site; W-Trans will qualitatively evaluate the potential impacts to overall site access and internal roadway circulation.

Emergency Access Impact Analysis (CEQA)

- Impact Analysis
- Level of Significance Before Mitigation
- Mitigation Measures
- Level of Significance After Mitigation

Public Transit, Bicycles, and Pedestrians (CEQA)

- Impact Analysis
- Transit Circulation and Facilities
- Bicycle Circulation and Facilities
- Pedestrian Circulation and Facilities
- Level of Significance Before Mitigation
- Mitigation Measures
- Level of Significance After Mitigation

Vehicle Miles Traveled (CEQA)

- Impact Analysis. W-Trans will work with Elite Transportation Group (ETG) to prepare travel model runs using the Napa-Solano Travel Forecast Model to evaluate the potential VMT impacts under the Cumulative No Project and Cumulative with Project scenarios. The VMT analysis requires running the Countywide travel forecast model to compare VMT per employee results with and without the proposed project, and a comparison to the citywide average VMT per employee for commercial land uses.
- Level of Significance Before Mitigation. If the project is found to be at or below the citywide average VMT, then no further mitigation measures will be required. If the project is found to generate a higher VMT than the citywide average, then the City will require additional mitigation measures to reduce the project's VMT to match the citywide average.
- Mitigation Measures
- Level of Service After Mitigation

Documentation

Administrative Draft and Draft EIR Transportation Impact Analysis Reports

W-Trans will document all work assumptions, analysis procedures, findings, impacts and recommendations in an Administrative Draft EIR Transportation Impact Analysis Report for review and comments. The Report will also include an executive summary, tables, figures, and conclusions. In general, the report will consist of a description of the proposed project, methodologies used, analysis results for each scenario, identification of significant transportation effects (non-CEQA) or impacts (CEQA) and recommended operational improvements (non-CEQA) or mitigation measures (CEQA). The report will be consistent with City of Suisun and Solano County Guidelines.

W-Trans will respond to one set of unified non-contradictory comments on the Administrative Draft EIR Transportation Impact Analysis Report, and the text, graphics and analysis will be modified as needed to prepare the Draft EIR Report.

Final EIR – Response to Comments Memo

W-Trans will respond to public Draft EIR comments associated with transportation and prepare a response to comments memo. Because it is speculative to know how many comments will be received, or the nature of public comments, W-Trans has allocated a certain amount of time to this task; however, if additional effort is needed to complete this task then W-Trans will respectfully ask for a contract amendment at that time.

Meetings

Time has been assumed for project administration and meetings with the project team, City staff and public hearings, up to the budget resources allocated to this task. Meeting can be in-person or remote depending on the nature of the meeting.

Task 2: Project Initiation and Notice of Preparation

FCS's Project Manager and other key team members will meet with City staff and applicant in Suisun City for a start-up meeting to clarify and confirm the project description, identify key contacts, discuss scheduling targets, and obtain copies of the project plans and other relevant information.

In accordance with CEQA Guidelines Section 15082, FCS will prepare the Notice of Preparation (NOP), which will include the project area, a summary of the project description, and a summary of probable environmental effects and a list of the environmental topics to be evaluated in the EIR, supported by tables, exhibits, colored graphics, and a topographical map. FCS will submit the Draft NOP to the City for review. Upon receiving the City's approval, FCS will file the NOP to the State Clearinghouse and provide copies to the City for distribution to public agencies, private parties, and other stakeholders.

Following release of the NOP, the City will hold a public scoping meeting, which FCS's Project Manager and key staff will attend (meeting attendance at the scoping meeting is accounted for in the "Meetings



and Public Hearing Attendance” task). FCS will monitor the comments received, answer questions as directed by the City, and provide a summary of public comments with regard to any environmental concerns raised. FCS will also be available to provide an overview of the CEQA and NOP process. FCS will work with the City staff in determining the format and content of the scoping presentation, as well as in preparing materials for the meeting, such as handouts and other meeting logistics.

All public comments received at the scoping meeting will be noted in a public involvement appendix to the Draft EIR. If the City should request additional scoping meetings, FCS will attend under separate authorization to be augmented in FCS’s rates.

Task 3: Administrative Draft EIR

FCS will prepare the Administrative Draft EIR to reflect (1) the project description; (2) the findings of the technical studies; and (3) the 2019 CEQA Guidelines Appendix G Checklist. This includes narrative text, tables, exhibits, and technical appendices. FCS will submit an electronic version of the Administrative Draft EIR for City staff review.

Deliverables

- One (1) electronic version of the Administrative Draft EIR to the City of Suisun City

Task 4: Screencheck Draft EIR

FCS will revise the Administrative Draft EIR based on one set of consolidated and vetted comments from the City. FCS will submit a Screencheck EIR to allow for final review before publication. FCS assumes that any comments on the Screencheck EIR will be minor.

Deliverables

- One (1) electronic version of the Screencheck Draft EIR to the City of Suisun City

Task 5: Draft EIR

Upon receipt of final City staff comments on the Screencheck Draft EIR, FCS will proceed with finalizing and producing the Draft EIR for public review. This task assumes technical staff time to complete revisions to the Draft EIR, plus editing and administrative staff time to prepare the document for publication. If additional hours are required, we will prepare a budget augment to cover the actual level of effort.

FCS will provide copies of the Draft EIR to the City of Suisun City, which will be responsible for local distribution, noticing, and posting. FCS will provide copies of the Draft EIR to the State Clearinghouse, which will distribute the document to state agencies. FCS will also prepare the Notice of Completion that will be provided to the State Clearinghouse as part of this task. Finally, this scope of work includes preparation of the Notice of Availability and assumes that City staff will distribute the notice to local agencies and interested parties.



Deliverables

- Ten (10) bound hard copies (appendices on CD) and twenty (20) CDs (PDF format) of the Draft EIR to the City of Suisun City
- Electronic submittal of the Draft EIR and the signed Notice of Completion form to the State Clearinghouse

Task 6: Administrative Final EIR

FCS will prepare an Administrative Final EIR in accordance with the applicable requirements contained in CEQA Guidelines Sections 15088 and 15089. The Administrative Final EIR will list all agencies, organizations, and individuals who submitted written comments on the Draft EIR during the public review period and provide written responses to those comments. To enhance readability and avoid redundancy, FCS will use Master Responses to address frequent and reoccurring comments on the Draft EIR’s analysis. Additionally, the Administrative Final EIR will contain an Errata, which will document minor changes to the Draft EIR text in strikeout-underline format.

FCS representatives will attend a public comment session concerning the Draft EIR during the public review period. FCS will summarize verbal comments received at the meeting in the Administrative Final EIR and provide written responses to said comments.

Based on FCS’s experience responding to comments, we have budgeted eighty (80) hours of FCS staff time (including technical, editing, and administrative personnel) for this task. Together with the City, FCS will evaluate the volume and complexity of comments received on the Draft EIR. If additional time is required beyond what is budgeted, FCS will prepare a budget augment to cover the actual level of effort.

Deliverables

- One (1) electronic version (PDF) of the Administrative Final EIR to the City of Suisun City

Task 7: Screencheck Final EIR

Once City staff provides a single set of consolidated and vetted comments on the Administrative Final EIR, FCS will prepare a Screencheck Final EIR. FCS will submit the Screencheck Final EIR to the City for review and confirmation that the document is ready for publication.

Deliverables

- One (1) electronic version (PDF) of the Screencheck Final EIR to the City of Suisun City

Task 8: Final EIR

Once City staff provides final comments on the Screencheck Final EIR, FCS will proceed with finalizing and producing the Final EIR for public review. This task assumes technical staff time will be required to

complete revisions to the Final EIR, plus editing and administrative staff time to prepare the document for publication. If additional hours are required, we will prepare a budget augment to cover the actual level of effort. FCS will provide copies of the Final EIR to the City of Suisun City, which will be responsible for local distribution, noticing, and posting. Finally, this scope of work assumes that City staff will prepare and mail all notices associated with the Final EIR to local agencies and interested parties.

Deliverables

- Ten (10) bound hard copies (appendices on CD) and twenty (20) CDs (PDF format) of the Final EIR to the City of Suisun City.

Task 9: Mitigation Monitoring and Reporting Program

FCS will prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP), pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the EIR. This comprehensive MMRP will provide City staff with a single source of reference to the full range of mitigation measures to be implemented. For each measure or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification. Copies of the MMRP will be included in the Final EIR submittal.

Deliverables

- One (1) electronic version (PDF format) of the MMRP to City of Suisun City

Task 10: Meetings/Hearings

This scope of work assumes that FCS’s Project Director or Project Manager will attend up to six (6) meetings in Suisun City and/or teleconference. Meetings would consist of a combination of coordination meetings with staff and public hearings. A not-to-exceed budget has been established to cover attendance at the meetings. If the City staff and/or the applicant requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify the applicant of the additional costs and obtain authorization for the extra meeting time.

Task 11: Project Management

In addition to the research, analysis, communications, and report writing tasks described above, FCS will perform a variety of project management duties to ensure that the EIR meets the City’s standards of quality, and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with City staff, project accounting, and quality assurance review by FCS’s Project Director and Technical Editor of all deliverable products. These services also will include ongoing support to City staff, such as providing input to staff reports, regular schedule updates, and discussions of technical issues. This task assumes sixty (60) hours of staff time.

Tasks Outside the Scope of Work

The following are tasks FCS has identified as falling outside its scope of work for the proposed project.

Newspaper Noticing/Local Noticing

FCS assumes that City staff will be responsible for any public noticing related to the certification of the EIR.

Findings of Fact/Statement of Overriding Considerations

FCS assumes that the City’s legal counsel will prepare the Findings of Fact/Statement of Overriding Considerations to allow certification of the EIR.

Notice of Determination Filing/Payment of Fees

FCS assumes the applicant will be responsible for preparing and filing the Notice of Determination with the Solano County Clerk’s Office within 5 business days of certification of the EIR. Please be advised that as of January 1, 2020, the filing fees for an EIR are \$3,343.25 (CDFW fee) plus a \$50 County handling fee, for a grand total of **\$3,393.25**.

SCHEDULE

FCS has prepared the following schedule outlining the anticipated timing of each task.

Task	Week
Project Initiation/Begin Technical Study Updates and Revisions	1
FCS submits NOP to City	2
City provides comments to FCS; NOP released for 30-day review	3
30-day review period ends	7
FCS submits draft Transportation Study to the City for review	8
City comments on draft Transportation study	10
FCS submits revised Transportation Study to City for approval and authorization to proceed with Air Quality, GHG, and Noise studies	12
FCS submits Admin Draft EIR and Technical Studies to the City of Suisun City	18
City staff provide comments on Administrative Draft EIR and Technical Studies to FCS	21
FCS submits Screencheck Draft EIR to the City of Suisun City	24
City staff provide comments on Screencheck Draft EIR	25
Release Draft EIR for public review; begin 45-Day Public Review Period	26
End 45-Day Public Review Period	32
Submit Administrative Final EIR and MMRP to the City of Suisun City	35

Task	Week
Receive City comments on Administrative Final EIR and MMRP	37
Submit Screencheck Final EIR and MMRP to the City of Suisun City	39
Receive City comments on Administrative Final EIR and MMRP	40
Release Final EIR and MMRP	41
Public Meeting(s)	To Be Determined
File Notice of Determination with Solano County Clerk	Within 5 business days of EIR Certification

BUDGET

FCS has prepared the following budget identifying the costs of each task.

Phase	Task	Fee
Technical Studies/Analysis	Air Quality/Health Risk Assessment/Greenhouse Gas Analysis	\$20,585
	Cultural Resources Assessment	\$3,890
	Noise Analysis	\$6,190
	Traffic Analysis (W-Trans)	\$114,290
Environmental Impact Report	Project Initiation and Notice of Preparation	\$17,920
	Administrative Draft Environmental Impact Report	\$36,760
	Screencheck Draft EIR	\$10,340
	Draft Environmental Impact Report	\$4,320
	Administrative Final Environmental Impact Report	\$14,520
	Screencheck Final EIR	\$6,400
	Final Environmental Impact Report	\$2,460
	Mitigation Monitoring and Reporting Program	\$1,220
	Meetings/Hearings	\$16,600
	Project Management	\$9,120
	Direct Costs*	\$4,500
Total	\$268,729	

*Depends on the number of hard copies, the size of the EIR and number of color copies

Assumptions

The assumptions used in calculating the above fees are:

- Reimbursable expenses have been included in the table above. These direct costs, including but not limited to those items presented below, will be reimbursable upon provision of proper documentation:
 - Purchases of project materials.
 - Reproduction, reprographics, document production, printing and photographic.
 - Postage, messenger, delivery, and overnight mailing.
 - Mileage, noticing, and record searches.
 - Other miscellaneous costs directly related to the project.
- There will be no significant revisions to the submitted development application. If there is a change in the project description by the applicant, a budget adjustment will be required to account for the project revisions.
- This price is based on completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs, and to reflect adjustments for updated billing rates.
- The fee is valid for up to 30 days from the date of this scope, after which it may be subject to revision.
- City staff will be responsible for distribution of documents.
- This price is based upon completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs, and to reflect adjustments for updated billing rates.
- Costs have been allocated to tasks based upon FCS's proposed approach. During the work, FCS may, on its sole authority, re-allocate costs among tasks and/or direct costs, as circumstances warrant, so long as the adjustments maintain the total price within its authorized amount.
- The FCS Project Manager will be the primary representative at the project meeting and public hearing.
- Printing costs are based on the method of printing and binding proposed, numbers of copies proposed as work products, and estimated page lengths. Document printing costs are estimated and will be finalized at the time of printing. On further clarification of the documents and City's (paper and/or digital CD) that City staff will need during the preparation effort, FCS will specifically identify a detailed reproduction work plan with more specific costs.

Scope of Work Modifications

FCS assumes a stable and complete project description and project plan set at project initiation. In the event the project description and/or scope of work change to a degree that alters the fee estimate, FCS will contact the City in writing to submit a revised fee for mutual agreement, and a contract amendment will be processed. Requests for additional work will be documented, and a completion timetable and estimated fee will be submitted for applicant approval.

Invoice Billing

Invoices will be submitted monthly and will identify project progress on a percent complete basis.

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AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with DKS Associates for the Rectangular Rapid Flashing Beacons Project, Federal Project No. HSIPL-5032(033).

FISCAL IMPACT: There would be no impact to the General Fund. The City has received a Highway Safety Improvement Program (HSIP) grant allocation in the amount of \$248,100 for design and construction for this Rectangular Rapid Flashing Beacons Project (Project), Federal Project No. HSIPL-5032(033). The Program allows grantees to utilize 25% of their HSIP allocation for design work. The cost for retaining the firm of DKS to prepare plans, specifications and cost estimates for the Rectangular Rapid Flashing Beacons Project, Federal Project No. HSIPL-5032(033) (Project) is \$43,117, which will be covered by the HSIP allocation.

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

BACKGROUND: The City has applied for and has been awarded HSIP grant funding in the amount of \$248,100 to cover design and construction costs, including City staff time. No local match is required of the grant program. The goal of the Project is to improve pedestrian safety at roadway crossings.

STAFF REPORT: The Project will install 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) Proposed 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 may include, but is not limited to the following:

- Locations #1 and #2: Replace the existing in-roadway lighted crosswalk systems with rectangular rapid flashing beacons; replace the crosswalk with a high visibility crosswalk; and install pavement markings and roadway signs.
- Location #3: Install high visibility crosswalk, rectangular rapid flashing beacons, concrete curb extensions (aka bulbouts), pavement markings and striping, roadway signs, curb ramps, and street lighting.

The Request for Proposals (RFP) for design services was published on October 14, 2020. Six (6) proposals were received and opened on November 5, 2020. After review of the submitted

PREPARED BY:
REVIEWED BY:
APPROVED BY:

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

proposals, the City panel review team determined DKS Associates, a California Corporation, to be the best qualified to perform the professional design services for the City. City staff negotiated a cost with DKS Associates in the amount of \$43,117 to prepare construction documents for the Project. Since this amount is above the City Manager's purchasing authorization threshold, City Council approval would be required to award this contract.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2020-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with DKS Associates for the Rectangular Rapid Flashing Beacons Project, Federal Project No. HSIPL-5032(033).

ATTACHMENTS:

1. Council Resolution No. 2020-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with DKS Associates for the Rectangular Rapid Flashing Beacons Project, Federal Project No. HSIPL-5032(033).
2. Location Map.

RESOLUTION NO. 2020 - ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT ON THE CITY’S BEHALF DKS ASSOCIATES FOR THE
RECTANGULAR RAPID FLASHING BEACONS PROJECT, FEDERAL PROJECT
NO. HSIPL-5032(033)**

WHEREAS, the City has been awarded Highway Safety Improvement Program (HSIP) grant funds for the design and construction of the Rectangular Rapid Flashing Beacons Project (Project), Federal Project No. HSIPL-5032(033), in the amount of \$248,100; and

WHEREAS, of the \$248,100 awarded for the Project, 25% (\$62,025) is allowed to be utilized for the design phase; and

WHEREAS, the grant program does not require a local match from the City; and

WHEREAS, on October 14, 2020, the City staff published a Request for Proposals (RFP) to prepare construction documents for the Project; and

WHEREAS, on November 5, 2020, the City received proposals from six (6) professional engineering firms in response to the RFP; and

WHEREAS, the City panel review team determined DKS Associates, a California Corporation, to be the best qualified to perform the professional design services for the City; and

WHEREAS, DKS Associates has submitted a reasonable cost proposal to perform the necessary design services for the Project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute a Professional Services Agreement on the City’s behalf with DKS Associates for the Rectangular Rapid Flashing Beacons Project, Federal Project No. HSIPL-502(33), in the amount of \$43,117. The City Council further authorizes the City Manager to utilize an additional \$10,000 to execute contract change orders; authorizes City staff to administer the design contract for a total design budget of \$53,117; and to take any and all necessary and appropriate actions to implement this contract.

PASSED AND ADOPTED by a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 15th of December 2020, by the following vote:

AYES:	COUNCILMEMBERS	_____
NOES:	COUNCILMEMBERS	_____
ABSTAIN:	COUNCILMEMBERS	_____
ABSENT:	COUNCILMEMBERS	_____

WITNESS my hand and the seal of the City of Suisun City this 15th of December 2020.

Anita Skinner
City Clerk

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LOCATION MAP

Rectangular Rapid Flashing Beacons Project, Federal Project No. HSIPL-5032(033)



Location #1: Merganser Drive
between Sunset Avenue and Wigeon Way,
fronting the Senior Center

Location #2: Pintail Drive at Scoter Way,
fronting the Suisun City library and
Suisun Elementary School

Location #3: Lawler Ranch Parkway
between Fennie Way and Hillborn Way
(at existing pathway to Lawler Falls Park)

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AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

CITY AGENDA ITEM: Adoption of Council Resolution No. 2020-__: Accepting the Civic Center Boulevard Asphalt Concrete Overlay and Waterline Replacement Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project.

FISCAL IMPACT: There is no impact to the General Fund. The City pavement resurfacing portion of the Civic Center Boulevard Asphalt Concrete Overlay and Waterline Replacement Project (Project) is funded with Senate Bill 1 (SB1) allocations. This project is budgeted under the Transportation Capital Projects fund, CIP Construction account (115-96310-9906) for FY 2020-21.

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

BACKGROUND: On August 10, 2020, the City Council awarded the construction contract for the pavement resurfacing portion of the Project to Maggiora & Ghilotti (Contractor) in the amount of \$325,423.00. The City Council also authorized the use \$50,000 in SB1 monies for contingencies and staff time's in administering the construction contract and performing construction inspections for the pavement resurfacing portion.

Also, on August 10, 2020, the Suisun-Solano Water Authority (SSWA) Board consented to the City awarding the construction contract to the Contractor for the waterline replacement portion of the Project, and authorizing payment for the total SSWA project amount of \$286,188.00, plus a 20% contingency.

For both the City and SSWA projects, the total construction amount awarded to the Contractor is \$611,611.00.

STAFF REPORT: The Contractor has completed the work under the construction contract, which includes replacing the waterline and resurfacing the pavement on Civic Center Boulevard from Lotz Way to Driftwood Drive. The completed work also includes upgrading six (6) curb ramps with curb ramps complying with Americans with Disabilities Act (ADA) standards.

City and SSWA staff has received, reviewed and approved the Contractor's final invoice for this contract. The final construction cost is \$631,108.35, of which \$344,920.35 is for the City's pavement resurfacing portion and \$286,188.00 for the SSWA's waterline replacement portion. The total increase of \$19,497.35 for the City's pavement resurfacing portion is within the City's \$50,000 contingency authorized by the City Council. The additional cost is a result of increased quantities in asphalt concrete placed and sidewalks replaced, as well as a contract change order for re-setting a City survey benchmark.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

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

As of the preparation of this staff report, SSWA staff has agendized the acceptance of the waterline replacement improvements at their SSWA Board meeting on December 13, 2020.

Maggiore & Ghilotti, Inc. has completed the Project in an acceptable and satisfactory manner, and it is now appropriate to file the Notice of Completion (NOC) with the County for the work completed. Staff recommends accepting the Project as complete and authorizing the City Manager to file and record the NOC with the County, contingent upon the SSWA Board accepting the waterline replacement portion as complete. Filing and recording the NOC will start the one-year warranty period on the completed improvements.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2020-___: Accepting the Sunset Avenue and Railroad Avenue Turn Signal and Countdown Pedestrian Crosswalk Timers Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project.

ATTACHMENTS:

1. Resolution No. 2020-___: Accepting the Civic Center Boulevard Asphalt Concrete Overlay and Waterline Replacement Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project.
2. Project Location Map.
3. Notice of Completion.
4. Photos.

RESOLUTION NO. 2020-

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ACCEPTING THE CIVIC CENTER BOULEVARD ASPHALT CONCRETE
OVERLAY AND WATERLINE REPLACEMENT PROJECT AS COMPLETE, AND
AUTHORIZING THE CITY MANAGER TO RECORD THE NOTICE OF
COMPLETION FOR THE PROJECT**

WHEREAS, the City has received Senate Bill 1 (SB1) funds for pavement projects, such as for the pavement resurfacing portion of the Civic Center Boulevard Asphalt Concrete Overlay and Waterline Replacement Project (Project); and

WHEREAS, the Project budget includes \$375,423.00 in SB1 funds for construction on the pavement resurfacing portion of the Project; and

WHEREAS, on August 10, 2020, the City Council awarded the construction contract of \$325,423.00 for the pavement resurfacing portion of Project to Maggiora & Ghilotti, Inc. (Contractor); and

WHEREAS, on August 10, 2020, the Suisun-Solano Water Authority (SSWA) consented to the City awarding the construction contract to the Contractor for SSWA’s waterline replacement portion of the Project in the amount of \$286,188.00; and

WHEREAS, on August 10, 2020, the total construction contract awarded to the Contractor through City Council and SSWA Board actions is \$611,611.00 for the Project; and

WHEREAS, the construction contract includes replacing the waterline and resurfacing the pavement on Civic Center Boulevard from Lotz Way to Driftwood Drive, and upgrading six (6) curb ramps with curb ramps complying with Americans with Disabilities Act (ADA) standards; and

WHEREAS, the Contractor has completed all work under the contract for the Project and is ready to receive a Notice of Completion, and

WHEREAS, the final construction cost is \$631,108.35, of which \$344,920.35 is for the City’s pavement resurfacing portion and \$286,188.00 for the SSWA’s waterline replacement portion; and

WHEREAS, the total increase of \$19,497.35 for the City’s pavement resurfacing portion is well within the City’s \$50,000 contingency authorized by the City Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby accept the Civic Center Boulevard Asphalt Concrete Overlay and Waterline Replacement Project as completed, and authorizes the City Manager to take such measures as necessary to execute and record the Notice of Completion.

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PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 15th day of December 2020 by the following vote:

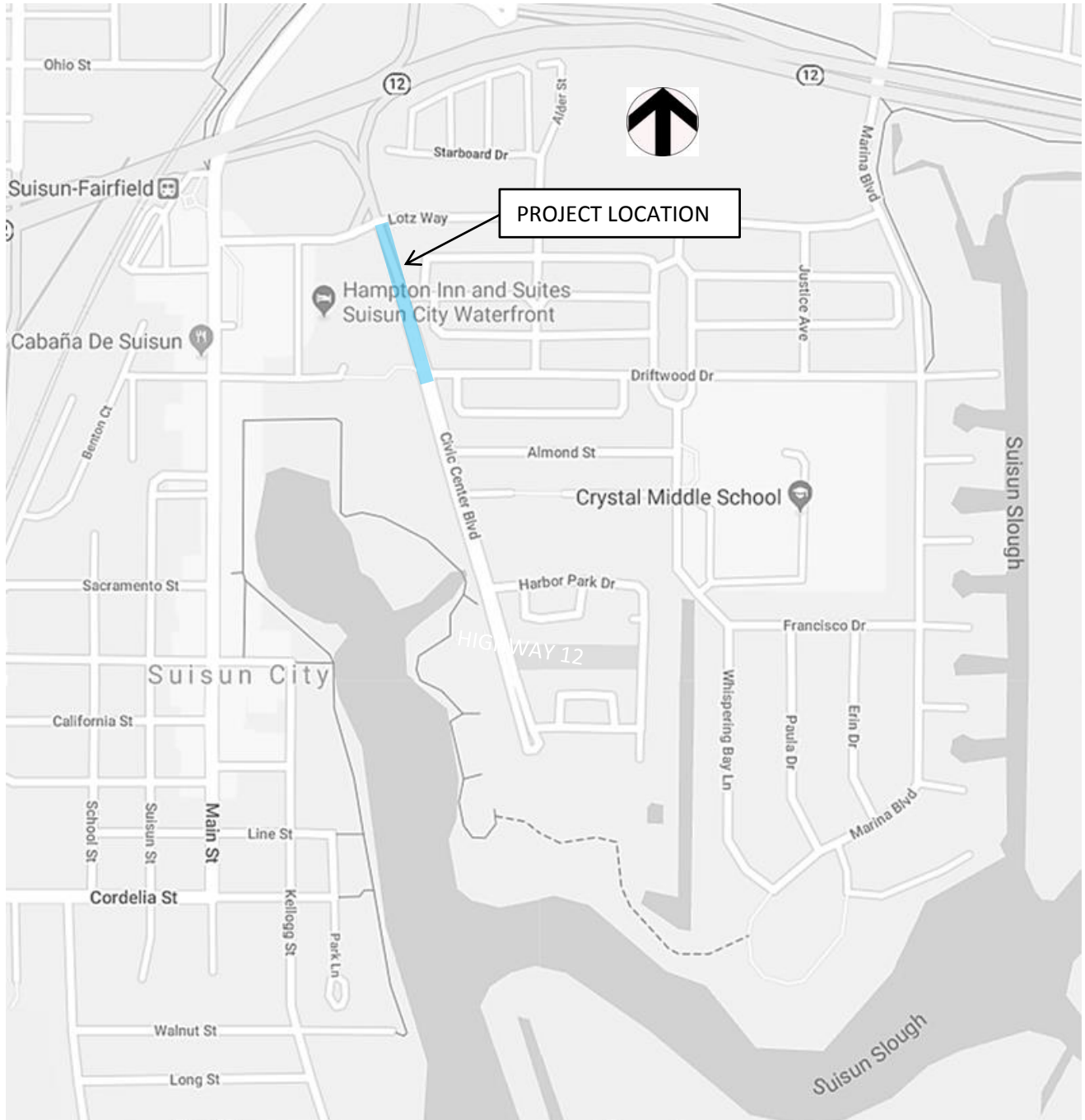
AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this 15th day of December 2020.

Anita Skinner
City Clerk

LOCATION MAP

Civic Center Boulevard Asphalt Concrete Overlay and Waterline Replacement Project



WHEN RECORDED MAIL TO:

Name	Public Works Department
Street Address	CITY OF SUISUN CITY 701 CIVIC CENTER BLVD.
City & State, Zip	SUISUN CITY, CA 94585

SPACE ABOVE THIS LINE FOR RECORDER'S USE

No Fee, per code 27283

NOTICE OF COMPLETION

A.P.N. _____

Notice is hereby given that:

- The undersigned is owner of the interest or estate stated below in the property hereinafter described.
- The full name of the undersigned is City of Suisun City
- The full address of the undersigned is 701 Civic Center Blvd.
Suisun City, CA 94585
- The nature of the title of the undersigned is: In fee. N/A
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee.")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: **NONE**

NAMES

ADDRESSES

- The names of the predecessors in the interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to: **NONE**

NAMES

ADDRESSES

(If no transfer made, insert "none.")

- A work of improvement on the property hereinafter described was completed on: December 15, 2020
- The name of the contractor, if any, for such work of improvement was Maggiora & Ghilotti, Inc.

(If no contractor for work of improvement as a whole, insert "none.")

- The property on which said work of improvement was completed is in the City of Suisun City, County of Solano, State of California, and is described as follows:

Civic Center Boulevard Asphalt Concrete Overlay and Waterline Replacement Project

- The street address of said property is Civic Center Boulevard from Lotz Way to Driftwood Drive

- I declare under penalty of perjury the foregoing is true and correct.

Signature of
owner named
in paragraph 2

Dated: _____

By Greg Folsom, City Manager

Photos

Civic Center Boulevard Asphalt Concrete Overlay and Waterline Replacement Project

Page 1 of 3

POST-CONSTRUCTION PHOTOS

At Lotz Way, camera pointing south:



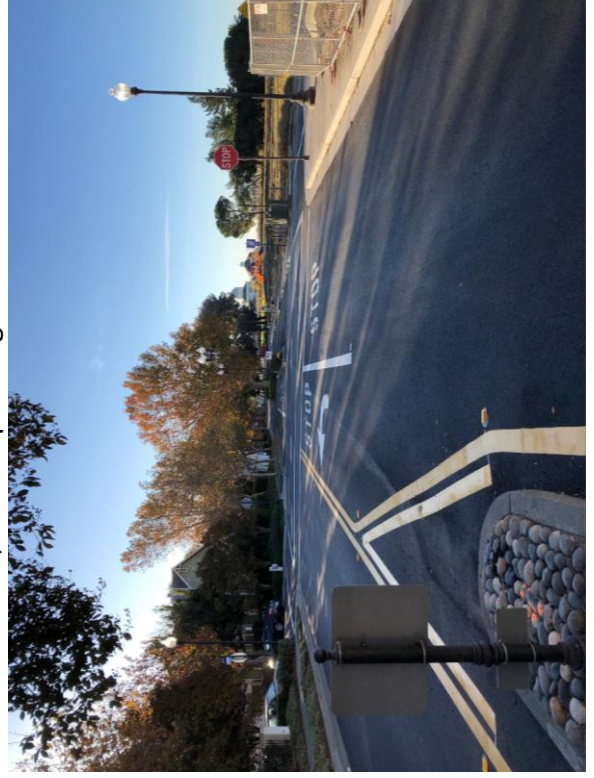
At Driftwood Drive, camera pointing north:



North of Driftwood Drive, camera pointing north:



At median island, camera pointing south at Driftwood Drive:



Photos
Civic Center Boulevard Asphalt Concrete Overlay and Waterline Replacement Project
Page 2 of 3

POST-CONSTRUCTION PHOTOS

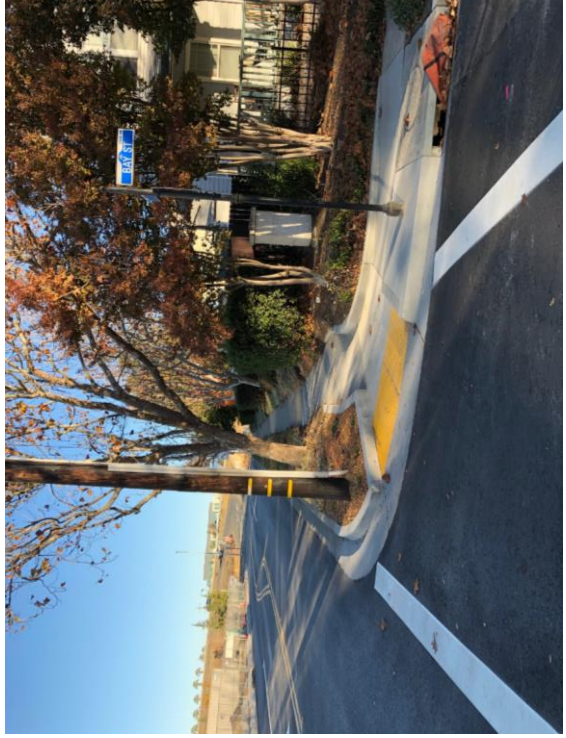
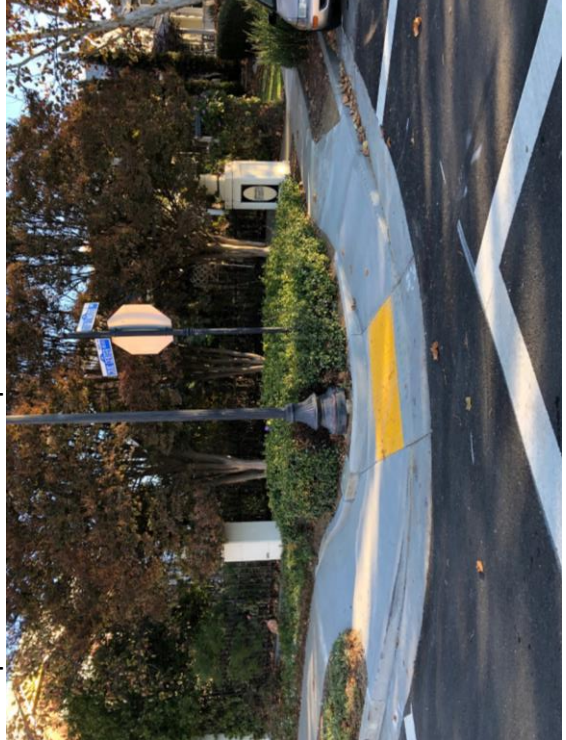
At Bay Street, camera pointing north:



At Bay Street, camera pointing south:



Examples of new curb ramps:



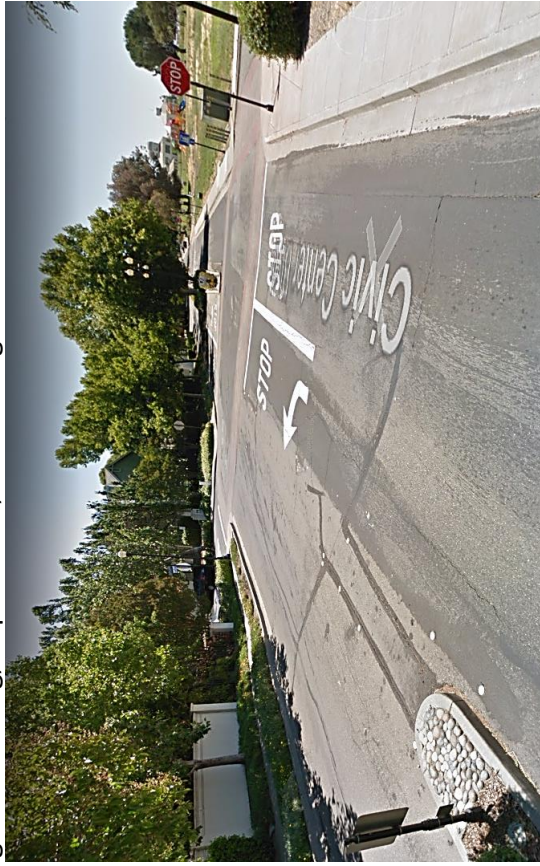
Photos

Civic Center Boulevard Asphalt Concrete Overlay and Waterline Replacement Project

Page 3 of 3

PRE-CONSTRUCTION PHOTOS

Pre-construction pavement conditions include utility cut patches, alligator cracking, depressions, weathering and uneven road surface:



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AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

CITY AGENDA ITEM: Adoption of Council Resolution No. 2020-__: Accepting the Lawler Ranch Masonry Wall & Monument Sign Painting Project as Complete and Authorizing the City Manager to Record the Notice of Completion (NOC) for the Project.

FISCAL IMPACT: Acceptance of NOC for Lawler Ranch Masonry Wall & Monument Sign Painting Project (Project) has no fiscal impact on the General Fund. This Project was entirely paid by the Lawler Ranch Landscaping & Lighting District (LLD).

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

BACKGROUND: On September 1, 2020, the City Council awarded a construction contract of \$388,102 for the Project to C & J Painting (Contractor). The City Council also authorized Contract Change Orders (CCO) for the Project up to \$60,000.

STAFF REPORT: The Contractor has completed the prescribed work under the construction contract, which included the preparation and painting of the masonry wall, entrance monument signs, neighborhood monument signs, and low-lying monument signs. A Contract Change Order (CCO#1) was negotiated with the Contractor for stucco repairs to the entrance monument signs.

City staff has received, reviewed, and approved the Contractor's final invoice for this Project. The final construction contract cost is \$394,102, which is \$54,000 less than the allocated construction budget of \$448,102.

C & J Painting has completed the Project in an acceptable and satisfactory manner, and it is now appropriate to file the Notice of Completion (NOC) with the County for the work completed. Staff recommends accepting the Project as complete and authorizing the City Manager to file and record the NOC with the County, which will then start the one-year warranty period on the completed improvements.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2020-__: Accepting the Lawler Ranch Masonry Wall & Monument Sign Painting Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Amanda Dum, Management Analyst I
 Matthew Medill, Public Works Director
 Greg Folsom, City Manager

ATTACHMENTS:

1. Resolution No. 2020-__: Accepting the Lawler Ranch Masonry Wall & Monument Sign Painting Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project.
2. Notice of Completion.
3. Project Photos.

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ACCEPTING THE LAWLER RANCH MASONRY WALL & MONUMENT SIGN
PAINTING PROJECT AS COMPLETE AND AUTHORIZING THE CITY MANAGER
TO RECORD THE NOTICE OF COMPLETION FOR THE PROJECT**

WHEREAS, the Lawler Ranch Landscaping & Lighting District (District) has masonry walls and monument signs within its boundaries that need to be painted periodically as part of routine maintenance, and painting of these features was deemed to be a high priority by the residents within the District; and

WHEREAS, on September 1, 2020, the City Council awarded a construction contract in the amount of \$388,102 with an additional \$60,000 allocated for change orders for the Project to C & J Painting of Napa, CA; and

WHEREAS, one Contract Change Order (CCO#1) was issued for the Lawler Ranch Masonry Wall & Monument Sign Painting Project (Project) at a cost of \$6,000 which resulted in a total Project cost of \$394,102, with 100% of this Project being funded by the Lawler Ranch Landscaping & Lighting District (LLD); and

WHEREAS, the construction contract included prepping and painting masonry wall, entrance monument signs, neighborhood monument signs, and low-lying monument signs, with the CCO#1 including stucco repairs to the entrance signs; and

WHEREAS, C & J Painting has completed all work under the contract for the Project and is ready to receive a Notice of Completion.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby accept Lawler Ranch Masonry Wall & Monument Sign Painting Project as completed, and authorizes the City Manager to take such measures as necessary to execute and record the Notice of Completion.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 15th day of December 2020 by the following vote:

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

WITNESS my hand and the seal of said City this 15th day of December 2020.

Donna Pock, CMC
Deputy City Clerk

WHEN RECORDED MAIL TO:

Name Public Works Department
Street CITY OF SUISUN CITY
Address 701 CIVIC CENTER BLVD.
City & SUISUN CITY, CA 94585
State, Zip

SPACE ABOVE THIS LINE FOR RECORDER'S USE

No Fee, per code 27283

NOTICE OF COMPLETION

A.P.N. _____

Notice is hereby given that:

- 1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
- 2. The full name of the undersigned is City of Suisun City
- 3. The full address of the undersigned is 701 Civic Center Blvd.
Suisun City, CA 94585
- 4. The nature of the title of the undersigned is: In fee. N/A
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee.")
- 5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: **NONE**

NAMES

ADDRESSES

- 6. The names of the predecessors in the interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to: **NONE**

NAMES

ADDRESSES

(If no transfer made, insert "none.")

- 7. A work of improvement on the property hereinafter described was completed on: December 15, 2020
- 8. The name of the contractor, if any, for such work of improvement was C & J Painting

(If no contractor for work of improvement as a whole, insert "none.")

- 9. The property on which said work of improvement was completed is in the City of Suisun City, County of Solano, State of California, and is described as follows:
Lawler Ranch Masonry Wall & Monument Sign Painting Project

- 10. The street address of said property is Various locations within the Lawler Ranch subdivision (all masonry wall and all monument signs)

11. I declare under penalty of perjury the foregoing is true and correct.

Signature of
owner named
in paragraph 2

Dated: _____

By Greg Folsom, City Manager

Project Photos
Lawler Ranch Masonry Wall & Monument Sign Painting Project



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AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

CITY AGENDA ITEM: Adoption of Council Resolution No. 2020-__: Authorizing the City Manager to Request that the Metropolitan Transportation Commission Allocate Fiscal Year 2020-2021 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding to the City for the Railroad Avenue Buffered Bicycle Lanes Project.

FISCAL IMPACT: There would be no impact to the General Fund. The Solano Transportation Authority (STA) will be recommending to the Metropolitan Transportation Commission (MTC) the allocation of \$124,675 in Transportation Development Act (TDA) Article 3 funds to the City for the Railroad Avenue Buffered Bicycle Lanes Project.

BACKGROUND: Transportation Development Act (TDA) funds are generated from a 1/4 cent tax on retail sales throughout California. An amount equal to two percent of the TDA funding generated, called TDA Article 3, is returned to each county from which it was generated for bicycle and pedestrian projects. The STA works with the MTC to administer the TDA funds.

STAFF REPORT: The Railroad Avenue Buffered Bicycle Lanes Project (Project) has been recommended by the STA for TDA Article 3 funding, and the STA will need to submit a countywide claim to MTC that comprises of each project sponsor's resolutions (attached to this staff report). In order to receive the TDA funds, the City must submit a formal request and application (Attachment B) along with the resolution associated with this staff report, as well as approve the statements in Attachment A, Findings.

The Project would entail upgrading the existing bicycle lanes on both sides of Railroad Avenue from Sunset Avenue to Marina Boulevard to buffered bicycle lanes consisting of a 2-foot wide paint striped buffer between the bicycle lanes and the adjacent vehicular lanes. This would require reducing the widths of the vehicular lanes, resulting in a traffic calming effect.

Moreover, this Project will be incorporated as part of the Railroad Avenue Pavement Rehabilitation Project, which is currently in the design phase. The Railroad Avenue Pavement Rehabilitation Project will provide a pavement overlay on the eastbound lanes of Railroad Avenue from Birchwood Court to Sunset Avenue, as well as upgrade the curb ramps with Americans with Disabilities Act (ADA) compliant curb ramps. The construction of the pavement rehabilitation will be funded by One Bay Area Grant Cycle 2 (OBAG 2) Surface Transportation Program (STP) grant funds.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2020-__: Authorizing the City Manager to Request that the Metropolitan Transportation Commission Allocate Fiscal Year 2020-2021 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding to the City for the Railroad Avenue Buffered Bicycle Lanes Project.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

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

ATTACHMENTS:

1. Resolution No. 2020-__: Authorizing the City Manager to Request that the Metropolitan Transportation Commission Allocate Fiscal Year 2020-2021 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding to the City for the Railroad Avenue Buffered Bicycle Lanes Project.
2. Attachment A – Findings.
3. Attachment B – TDA Article 3 Project Application Form.
4. Project Location Map.

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RESOLUTION NO. 2020-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO REQUEST THAT THE
METROPOLITAN TRANSPORTATION COMMISSION ALLOCATE FISCAL YEAR
2020-2021 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3
PEDESTRIAN/BICYCLE PROJECT FUNDING TO THE CITY FOR THE RAILROAD
AVENUE BUFFERED BICYCLE LANES PROJECT**

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 *et seq.*, authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No.4108, entitled “Transportation Development Act, Article 3, Pedestrian and Bicycle Projects,” which delineates procedures and criteria for submission of requests for the allocation of “TDA Article 3” funding; and

WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the City of Suisun City desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of City of Suisun City hereby declares that it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this Resolution, or that might impair the ability of the City of Suisun City to carry out the project; and furthermore, that the project has been reviewed by the countywide Bicycle Advisory Committee and has been approved by MTC to use the countywide BAC and the countywide BAC provides for expanded representation of the City of Suisun City and the designated representative is familiar with the bicycle and pedestrian needs of the City of Suisun City and furthermore, that the City of Suisun City attests to the accuracy of and approves the statements in Attachment A to this Resolution; and furthermore, that a certified copy of this Resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of Solano County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

1 **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of
2 Suisun City held on Tuesday the 15th day of December 2020 by the following vote:

3 **AYES:** Councilmembers: _____

4 **NOES:** Councilmembers: _____

5 **ABSENT:** Councilmembers: _____

6 **ABSTAIN:** Councilmembers: _____

7 **WITNESS** my hand and the seal of said City this 15th day of December 2020.

8 _____
9 Anita Skinner
10 City Clerk

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Attachment A

Findings

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1. That the City of Suisun City is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of Suisun City legally impeded from undertaking the project(s) described in “Attachment B” of this resolution.
2. That the City of Suisun City has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of Suisun City within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the City of Suisun City agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Attachment B

TDA Article 3 Project Application Form

Fiscal Year of this Claim: FY 2020-2021 **Applicant:** City of Suisun City

Contact Person: Matt Medill, P.E.

Mailing Address: 701 Civic Center Blvd.

E-Mail Address: mmedill@suisun.com **Telephone:** 707-421-7340

Secondary Contact (in event primary not available): Nick Lozano

E-Mail Address: nlozano@suisun.com **Telephone:** 707-580-0629

Short Title Description of Project: Buffered bicycle lanes on Railroad Avenue from Sunset Avenue to Marina Boulevard

Amount of Claim: \$124,675

Functional Description of Project: This Project will entail upgrading the existing bicycle lanes on Railroad Avenue from Sunset Avenue to Marina Boulevard to buffered bicycle lanes. This will require striping modifications on this street segment that will include reducing the width of the adjacent vehicular lanes, thereby creating a traffic calming effect.

Financial Plan:

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

Project Elements: Construction & contingency.

Funding Source	All Prior FYs	Application FY	Next FY	Following FYs	Totals
TDA Article 3	\$0	\$124,675	\$0	\$0	\$124,675
list all other sources:					
1. Local (design)	\$0	\$63,000	\$0	\$0	\$65,000
2.	\$0	\$0	\$0	\$0	\$0
3.	\$0	\$0	\$0	\$0	\$0
4.	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0

Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date and when is anticipated).	Yes
B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	No
C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	Yes
D. Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: October 15, 2020	Yes
E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction).	Yes
F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year): 12/2021	Yes
G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name:	Yes

Location Map Buffered Bicycle Lanes Project on Railroad Avenue



Buffered Bicycle Lanes Project (highlighted yellow)
from Sunset Avenue to Marina Boulevard

Railroad Avenue Pavement Rehabilitation Project (dashed green line)
only in eastbound lanes from Birchwood Court to Sunset Avenue

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AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

CITY AGENDA ITEM: Adoption of Council Resolution No. 2020-__: Authorizing the City Manager to Request that the Metropolitan Transportation Commission Allocate Fiscal Year 2020-2021 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding to the City for the Main Street Pedestrian and Bicycle Striping Improvements Project.

FISCAL IMPACT: There would be no impact to the General Fund. The Solano Transportation Authority (STA) will be recommending to the Metropolitan Transportation Commission (MTC) the allocation of \$50,000 in Transportation Development Act (TDA) Article 3 funds to the City for the Main Street Pedestrian and Bicycle Striping Improvements Project (Project).

BACKGROUND: Transportation Development Act (TDA) funds are generated from a 1/4 cent tax on retail sales throughout California. An amount equal to two percent of the TDA funding generated, called TDA Article 3, is returned to each county from which it was generated for bicycle and pedestrian projects. The STA works with the MTC to administer the TDA funds.

STAFF REPORT: The Main Street Pedestrian and Bicycle Striping Improvements Project has been recommended by the STA for TDA Article 3 funding, and the STA will need to submit a countywide claim to MTC that comprises of each project sponsor's resolutions (attached to this staff report). In order to receive the TDA funds, the City must submit a formal request and application (Attachment B) along with the resolution associated with this staff report, as well as approve the statements in Attachment A, Findings.

The Project will be incorporated as part of the Main Street Slurry Seal Project, which is currently in the design phase. The slurry seal limits on Main Street will be from the Train Depot to Cordelia Street. Moreover, the TDA Article 3 funding allocation will augment the funds set aside for the Slurry Seal Project. The pedestrian and bicycle striping improvements may include painted curb extensions, high visibility crosswalks, and sharrows.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2020-__: Authorizing the City Manager to Request that the Metropolitan Transportation Commission Allocate Fiscal Year 2020-2021 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding to the City for the Main Street Pedestrian and Bicycle Striping Improvements Project.

ATTACHMENTS:

1. Resolution No. 2020-__: Authorizing the City Manager to Request that the Metropolitan Transportation Commission Allocate Fiscal Year 2020-2021 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding to the City for the Main Street Pedestrian and Bicycle Striping Improvements Project.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

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

2. Attachment A – Findings.
3. Attachment B – TDA Article 3 Project Application Form.
4. Project Location Map.

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RESOLUTION NO. 2020-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO REQUEST THAT THE
METROPOLITAN TRANSPORTATION COMMISSION ALLOCATE FISCAL YEAR
2020-2021 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3
PEDESTRIAN/BICYCLE PROJECT FUNDING TO THE CITY FOR THE MAIN
STREET PEDESTRIAN AND BICYCLE STRIPING IMPROVEMENTS PROJECT**

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 *et seq.*, authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No.4108, entitled “Transportation Development Act, Article 3, Pedestrian and Bicycle Projects,” which delineates procedures and criteria for submission of requests for the allocation of “TDA Article 3” funding; and

WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the City of Suisun City desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of City of Suisun City hereby declares that it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this Resolution, or that might impair the ability of the City of Suisun City to carry out the project; and furthermore, that the project has been reviewed by the countywide Bicycle Advisory Committee and has been approved by MTC to use the countywide BAC and the countywide BAC provides for expanded representation of the City of Suisun City and the designated representative is familiar with the bicycle and pedestrian needs of the City of Suisun City and furthermore, that the City of Suisun City attests to the accuracy of and approves the statements in Attachment A to this Resolution; and furthermore, that a certified copy of this Resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of Solano County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

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PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City held on Tuesday the 15th day of December 2020 by the following vote:

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

WITNESS my hand and the seal of said City this 15th day of December 2020.

Anita Skinner
City Clerk

Attachment A

Findings

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1. That the City of Suisun City is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of Suisun City legally impeded from undertaking the project(s) described in “Attachment B” of this resolution.
2. That the City of Suisun City has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of Suisun City within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the City of Suisun City agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Attachment B

TDA Article 3 Project Application Form

Fiscal Year of this Claim: FY 2020-2021 **Applicant:** City of Suisun City

Contact Person: Matt Medill, P.E.

Mailing Address: 701 Civic Center Blvd.

E-Mail Address: mmedill@suisun.com **Telephone:** 707-421-7340

Secondary Contact (in event primary not available): Nick Lozano

E-Mail Address: nlozano@suisun.com **Telephone:** 707-580-0629

Short Title Description of Project: Pedestrian and bicycle striping improvements on Main Street

Amount of Claim: \$50,000

Functional Description of Project: This Project will entail upgrading the striping on Main Street from the Train Depot to Cordelia Street to improve pedestrian and bicycle safety by providing striping enhancements such as painted curb extensions, high visibility crosswalks, and sharrows.

Financial Plan:

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

Project Elements: Construction & contingency.

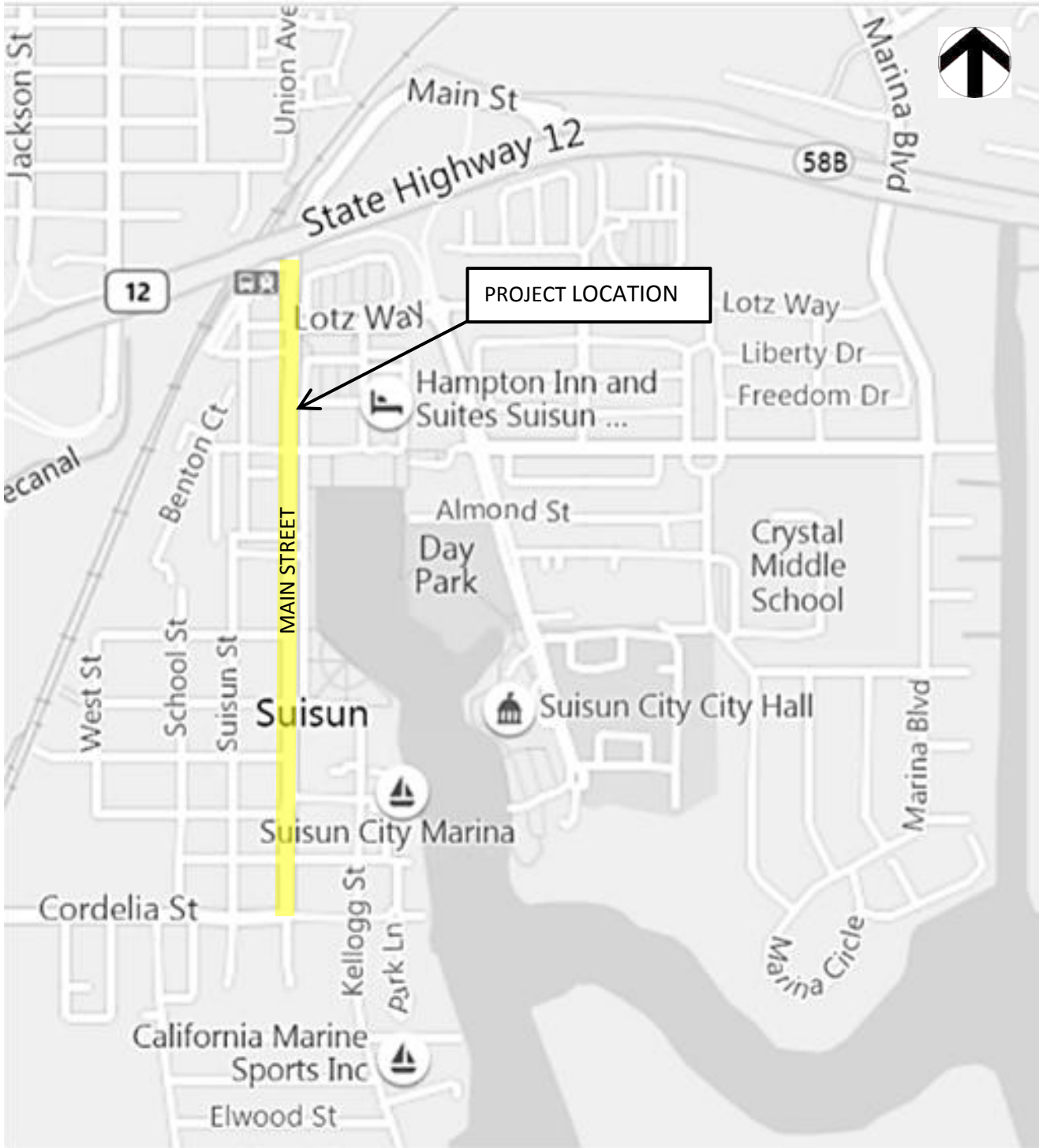
Funding Source	All Prior FYs	Application FY	Next FY	Following FYs	Totals
TDA Article 3	\$0	\$50,000	\$0	\$0	\$50,000
list all other sources:					
1. Local (design)	\$0	\$21,000	\$0	\$0	\$65,000
2.	\$0	\$0	\$0	\$0	\$0
3.	\$0	\$0	\$0	\$0	\$0
4.	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0

Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated).	Yes
B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	No
C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	Yes
D. Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: <u>October 15, 2020</u>	Yes
E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction).	Yes
F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year): <u>12/2022</u>	Yes

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G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name:	Yes
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Location Map
Main Street Pedestrian and Bicycle Striping Improvements Project



AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

CITY AGENDA ITEM:

Council Adoption of Resolution 2020-___: Adopting the Second Amendment to the Annual Appropriation Resolution No. 2020-82 to Accept Council Approved Grant from the Office of Traffic Safety to Purchase Extrication Equipment (Office of Traffic Safety Jaws of Life Grant).

FISCAL IMPACT: There is no fiscal impact as the grant does not require matching funds.

STRATEGIC PLAN:

- Ensure Fiscal Solvency: 5.5. Maximize grant opportunities.
-

BACKGROUND: The Office of Traffic Safety (OTS) was established by the National Highway Safety Act in 1967 in response to the nearly 51,000 lives lost in one year due to traffic accidents. The OTS provides federal traffic safety funds to the states, with the goal of making the roadways of the United States safer.

In the month of January 2020, the fire department submitted a grant application with the California Office of Traffic Safety for three sets of extrication equipment, more commonly known as the “Jaws of Life”. The fire department was awarded one set of extrication equipment, due to the number of fire stations we currently operate.

The “Jaws of Life” is not one item, it’s a set of tools that consists of:

- Ram – Telescopic arm
 - Spreader – has the ability to spread compressed metal and provide an opening for rescue.
 - Cutter – has the ability to cut through the metal of a vehicle.
-

STAFF REPORT: On August 4th, 2020 the City Council voted to accept the grant awarded to the fire department from the California Office of Traffic Safety in the amount of \$37,000.00, for the purpose of purchasing extrication equipment. The grant will provide funding for one full set of equipment and will replace one set of existing equipment that has reached the end of its useful life span and is in need of replacement. The Annual Appropriation Resolution (AAR) was not included in the initial agenda item and therefore is being submitted at this time, in order to proceed with purchasing the needed rescue equipment.

It is staff’s recommendation that the City Council approve the AAR for the transfer allowing the fire department to proceed with the order and eventual purchase of the extrication equipment.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2020-82: Adopting the Second Amendment to the Annual Appropriation Resolution No. 2020-___ to Accept Council Approved Grant from the Office of Traffic Safety to Purchase Extrication Equipment.

PREPARED BY:

REVIEWED AND APPROVED BY:

Justin Vincent, Fire Chief
Greg Folsom, City Manager

ATTACHMENTS:

1. Resolution No. 2020-82: Adopting the Second Amendment to the Annual Appropriation Resolution No. 2020- to Accept Council Approved Grant from the Office of Traffic Safety to Purchase Extrication Equipment

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RESOLUTION NO. 2020-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING THE 1st AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2020-82
TO ACCEPT A GRANT FROM THE OFFICE OF TRAFFIC SAFETY
TO PURCHASE EXTRICATION EQUIPMENT**

WHEREAS, On June 30, 2020, the City Council adopted the Annual Appropriation Resolution No. 2020-82 to appropriate from each of the several funds of the City to each department of the City amounts set forth in the Annual Budget Business and Financial Plan for Fiscal Year 2020-2021.

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

THAT the annual appropriation for the Fire Department is hereby amended as follows:

		<u>Increase/ (Decrease)</u>
TO:	OFFICE OF TRAFFIC SAFETY GRANT FUND	\$ <u>37,000</u>
	TOTAL Fund 156	\$ <u>37,000</u>

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

		<u>Sources</u>	<u>Uses</u>
<u>Office of Traffic Safety Grant Fund</u>			
Revenue:			
A/C No. 156-76210-2426	Traffic Grant	\$ (37,000)	
Appropriations:			
A/C No. 010-96415-2426	Vehicle & Equipment Acquisition		\$ 37,000
	Total Fund 10	<u>\$ (37,000)</u>	<u>\$ 37,000</u>

THAT the purpose is to accept and appropriate a grant from the California Office of Traffic Safety for the purchase of a Jaws of Life emergency extrication equipment for use by the Fire Department.

ADOPTED AND PASSED at a regular meeting of the City Council of the City of Suisun City duly held on the 15th day of December, 2020 by the following vote:

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

WITNESS my hand and seal of the said City this 15th day of December 2020.

Donna Pock, CMC
Deputy City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-___: Authorizing the City Manager to execute a purchase agreement with Golden State Fire Apparatus (Pierce Manufacturing Inc.) for a Mobile Light and Air Unit to be financed over 10 years.

FISCAL IMPACT: The Light and Air Unit and total upfit will not cost more than \$471,000. Vehicle cost is estimated at under \$436,000 and \$35,000 will be used for upfitting, equipment, and radios. The funding for this vehicle will come from 706 Vehicle Acquisition Fund and funding was approved in the FY 20/21 budget. The unit would be purchased utilizing a 10-year lease purchase agreement with the first payment due in FY 21/22 and the unfitting will be paid up front. The fire department has been quoted a yearly payment of \$50,572.38 with an interest rate of 2.79% over 10 years.

STRATEGIC PLAN: Section 3.5 Ensure Public Safety; Optimize the use of technology to drive efficiency, productivity and customer service.

BACKGROUND: The current process for department members to refill the Self-Contained Breathing Apparatus (SCBA) involves a major life safety risk to all personnel. The outdated unit is known for catastrophic compressed air cylinder ruptures that can kill or injury anyone in a 20 ft range. Along with the before mentioned danger, the unit is not able to be serviced or maintained due to its age. This unit is over 30 years old and predates every single member currently on the fire department. Due to its age, parts are no longer available and there are several OSHA compliance hazards associated with the unit.

STAFF REPORT: The Fire Department has explored multiple replacement options. The three possible solutions are as follows:

1. Replace the current system with a like modern unit and building.

A SCBA filling system is composed of: high-pressure air compressor, electrical motor, air-purification system, refill station, storage system, all operating controls and appliances. The building that would house this critical piece of firefighting equipment would fall under the definition of an essential service building. The essential service building seismic safety act (SBSSA) was established in 1986. The California Legislature determined that buildings providing essential services should be capable of providing those services to the public after a disaster. Their intent in this regard was defined in legislation known as the Essential Services Buildings Seismic Safety Act of 1986 and includes requirements that such buildings shall be: “designed and constructed to minimize fire hazards and to resist...the forces generated by earthquakes, gravity, and winds.” *Excerpt from Health and Safety Code section 16001.*

Pros

- **Safety:** Purpose built building to ensure firefighter safety and OSHA compliance when filling cylinders.

PREPARED BY:

REVIEWED AND APPROVED BY:

Justin Vincent, Fire Chief
Greg Folsom, City Manager

- **All Weather:** Can operate in a temperature controlled enclosed facility.
- **Custom:** Custom Built and made to meet the specific needs and challenges to Suisun City.

Cons

- **Cost:** The total cost is high because it is a standalone building that must be overbuilt to meet the laws on essential service buildings.
- **Delays:** Delayed in service times – Must drive to alternate location to refill SCBA cylinders
- **Efficiency:** Does not allow for efficiency in growth of the fire department as off-site filling is a waste of staff time and availability.
- **Location:** Only available location would be the corporation yard on the outskirts of city limits.
- **Single Role Building:** The purpose-built building would have little to no use beside filling SCBA cylinders.
- **Access:** The roads would have to be built up around the corporation yard to allow for the weight of the ladder truck to access and fill up its ladder mounted air supply cylinder at this fill location.
- **Electrical:** Cost to run 3 phase electrical lines is high at this location.
- **Design:** Cost for a certified architect to design is high.

2. Mobile Light and Air Unit

A light and Air Unit, also known as a breathing support unit, is a specialized piece of firefighting apparatus used by firefighters to provide supplemental light and SCBA air bottles at the scene of an emergency. Purchasing this unit would resolve the SCBA filling station issues and increase fire department effectiveness.

Pros

- **Mobility:** Can be easily deployed to emergency scenes.
- **Versatility:** Can be used to provide scene lighting at nighttime emergencies.
- **CERT:** Provides a vehicle for the CERT members to operate.
- **Reliability:** A mobile option provides an all-weather response capability to the scene.
- **Firefighter Rehab:** Provides a vehicle to carry firefighter rehab equipment.
- **Faster in-service time:** Units can refill SCBA cylinders on scene, granting the ability to immediately respond to incidents.
- **Growth:** Has the ability to grow with the department, whereas a permanent mount does not easily serve two or more fire stations.
- **Custom:** Custom built and made to meet the specific needs and challenges of Suisun City.
- **Training:** Can be brought to training sites to refill SCBA cylinders and provide for prolonged trainings inside and outside of Suisun City.

Cons

- **Cost:** The total cost of the unit is higher because it combines a response vehicle with a SCBA cylinder fill station.
- **Cost:** Annual Maintenance.
- **Parking:** Limited space at the fire station for storage (parked outside).

3. Trailer

The TCOM TRAILER designs are powered by a unique diesel/electric dual drive system. Each system is equipped with a 2-position containment fill station, and enclosed fill control panel, four ASME storage cylinders and integral SCBA storage for up to twelve SCBA cylinders all incorporated onto a heavy-duty frame built by BAUER.

Pros

- **Mobility:** Can be deployed to emergency scenes.
- **Versatility** – can potentially be used to provide scene lighting at night emergencies.
- **Faster in-service time:** Units can refill SCBA's on scene and be immediately available for calls.
- **Growth:** ability to grow with the department, whereas a permanent mount does not easily serve two or more fire stations.

Cons

- **Cost:** the total cost is high for a single use unit with no other strategic value.
- **Vehicle:** Needs a heavy-duty truck to pull the trailer that has a weight of 8,400 pounds.
- **Parking:** Limited space at the fire station for storage (parked outside).
- **No alternate usage:** Strictly a fill station unit.
- **Elements:** Provides no protection from the elements when filling SCBA cylinders.

Staff recommends the second option, consisting of the Light and Air Unit. The versatility and flexibility that the unit will provide the department outweighs the initial investment. The Light and Air unit will improve fire ground safety in multiple of ways. The ability to fill SCBA cylinders on scene of the incident will allow the firefighters to continue to battle the fire, as well as returning mutual-aid units back to their respective cities in service with full SCBA cylinders. The extra scene lighting will illuminate a larger area, affording better fire ground operations. The extra storage space will house the water and Gatorade, often referred to as "Rehab", necessary to keep the firefighters hydrated. Housing all of this in one unit will provide a quick response from the station to any type of Immediate Danger to Life or Health (IDLH) scenario.

Currently, the rehab is provided to the scene by the first person who arrives at the station and is not assigned to a unit. Monday through Friday, during working hours, the administrative assistant often times will load the old Utility vehicle with the rehab and any other needed items. There is often a delayed response, since everything is stored in different locations and has to be loaded by one person. The Light and Air unit would always be fully stocked and ready to respond, lessening the response

times by a minimum of 10 minutes. As an equipped emergency response vehicle that only requires a Class C driver's license, all staff would be able to operate the unit. If necessary, the unit could be used to respond to medical calls, as it would also carry a basic compliment of medical gear.

The third option of a trailer based SCBA cylinder fill station would cost less than the Light and Air but would also have less functionality. It also would require a vehicle to tow the unit at a moment's notice. The fire department would need to then invest in a reliable tow vehicle with the towing capabilities needed to bring this trailer to the fire scene.

The first option will require a new building, road modifications, and new electrical installation resulting in the highest cost of all. This option is highly unfeasible and is not a forward-thinking opportunity. The static building located at the corporation yard does not provide efficiency or growth to our hybrid staffed fire department.

After researching all options, staff recommends that the City Council approve the purchase of a Light and Air Unit from Golden State Fire Apparatus (Pierce Manufacturing Inc.). With the purchase of this unit, the fire department will be better equipped to protect its members through reduced life safety risk and a more efficient SCBA filling procedures while on scene of emergencies.

Pierce / Golden State Fire Apparatus utilized the Sourcewell purchasing consortium. The City of Suisun City already participates with the Sourcewell Government Master Service Agreement as part of a purchasing consortium. Purchasing through this type of Government Master Service Agreement exempts the purchase from normal bidding requirements as the price is standardized through the agreement.

STAFF RECOMMENDATION: It is recommended that the City Council:

Adopt Resolution No. 2020-___: Authorizing the City Manager to execute a purchase agreement with Golden State Fire Apparatus (Pierce Manufacturing Inc.) for a Mobile Light and Air Unit to be financed over 10 years and authorize up to an additional \$35,000 in upfitting and equipment.

ATTACHMENTS:

1. Council Adoption of Resolution No. 2020 – Authorizing the City Manager to execute a purchase agreement with Golden State Fire Apparatus (Pierce Manufacturing Inc.) for a Mobile Light and Air Unit to be financed over 10 years.
2. Proposal and Specification Documentation.
3. Financing Option

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH GOLDEN STATE FIRE APPARATUS (PIERCE MANUFACTURING INC.) FOR A MOBILE LIGHT AND AIR UNIT TO BE FINANCED OVER 10 YEARS.

WHEREAS, the fire department staff has completed extensive research and validated the need to acquire a new mobile light and air unit; and

WHEREAS, the mobile light and air unit will grant the department a necessary level of flexibility and mobility needed to fulfill the life safety goals of a fire department; and

WHEREAS, entering in to a 10-year lease/purchase agreement will provide for a first payment in the FY21/22 budget; and

WHEREAS, staff reviewed and recommended the acceptance of the bid received from Golden State Fire Apparatus (Pierce Manufacturing Inc.); and

NOW, THEREFORE, be it here resolved by the City Council of Suisun City that the City Manager is authorized to execute a purchase agreement, in a form acceptable to the City Attorney, with Golden State Fire Apparatus (Pierce Manufacturing Inc.), for a mobile light and air unit and further authorize the Finance Director to enter into a 10-year lease/purchase agreement for the amount of \$435,963.58 and to authorize up to an additional \$35,000 in upfitting and equipment.

PASSED AND ADOPTED at a regular meeting of said City Council held on Tuesday, the 15th day of December 2020 by the following vote:

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

WITNESS my hand and the seal of said City this 15th day of December 2020.

Donna Pock, CMC
Deputy City Clerk

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www.goldenstatefire.com
7400 Reese Road
Sacramento, CA 95828
Office 916.330.1638
Fax 916.330.1649

PROPOSAL PREPARED FOR:
Suisun City Fire Department
621 Pintail Drive
Suisun City, CA 94585

Submitted Date:	October 28, 2020
Proposal Number:	51028-20
Expiration Date:	November 27, 2020
Sales Consultant:	Jon Bauer

Pursuant to this proposal (the "Proposal"), Golden State Fire Apparatus, Inc. ("GSFA") hereby proposes to furnish SUISUN CITY FIRE DEPARTMENT ("Customer"), the following fire apparatus and equipment, hereinafter called the "Product":

100% PRE-PAYMENT AT TIME OF ORDER

#	Description	Unit Price
A	One (1) Pierce Manufacturing, Inc. – Ford Extended Cab, 4x2 Air-Light Vehicle	417,343.11
B	Discount 100% Pre-Payment	(9,045.65)
C	Discount Sourcewell GPO Consortium Purchase – Product Code 791	(6,033.95)
	8.375% State Sales Tax	33,689.57
	California Tire Fee	10.50
	GRAND TOTAL	435,963.58

PROPOSAL SUMMARY

This Proposal includes the following items in accordance with the specifications hereto attached:

- Fire apparatus and equipment
- Third party performance bond
- Pre-construction conference at customer location
- Factory final inspection for two customer representatives
- Demonstration and familiarization of Product at the factory
- Delivery of vehicle from factory to customer location
- California Tire Fee

PRODUCT COMPLETION

The Product shall be built in accordance with the specifications hereto attached within approximately **345 to 375 calendar days** after Customer's acceptance of this Proposal, subject to the force majeure provisions contained in the Purchase Agreement (defined below). The Purchase Agreement shall further describe the delivery schedule for the Product.

DELIVERY LOCATION

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **SUISUN CITY, CALIFORNIA**. Prior to final delivery of the Product to Customer, Customer agrees to provide proof of liability and physical damage insurance to GSFA. GSFA shall not deliver the Product until such proof of insurance is provided.

ACCEPTING THIS PROPOSAL

In the event Customer wishes to purchase the Product described in this Proposal and the attached specifications, then, prior to the expiration date listed on page 2 of this Proposal, Customer shall sign and return this Proposal. Thereafter, GSFA and Customer will endeavor to enter into a purchase agreement incorporating this Proposal and including additional terms (a "Purchase Agreement"). If Customer returns a signed copy of this Proposal alone, GSFA will send Customer its form of Purchase Agreement for Customer's review and signature. If Customer desires to use its standard form of purchase order as the Purchase Agreement, then Customer should return a signed copy of this Proposal along with a copy of such purchase order. **All purchase orders shall be made out to GSFA.** GSFA will review such purchase order and contact the Customer regarding any required revisions. Only upon a full execution of a Purchase Agreement shall GSFA and Customer be obligated to purchase and sell the Product set forth in this Proposal.

TERMS AND CONDITIONS

The following Terms and Conditions are hereby made part of this Proposal:

1. Payment Terms, Payment within 15 Calendar Days of Contract Signing – Customer shall pay the Grand Total within 15 Calendar Days of Contract Signing to GSFA. It is the responsibility of the Customer to have full payment ready within this timeframe. If payment is late or delivery is delayed pending payment, a daily finance charge of \$150.00 and a daily storage fee of \$50.00 may apply until such payment is received. Due to insurance liability, the Product(s) will not be left at the Customer's location without full acceptance and payment or prior written agreement between the Customer and GSFA.

2. Multiple Unit Purchase – If the Purchase Price includes pricing for multiple units, the price stated on this Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Purchase Agreement.

3. Stock / Demo Units – If applicable, any stock/demo units, including those identified by this Proposal, are available for sale on an as-is, first-come and first served-basis. Regardless of this Proposal, the first Customer to enter into a Purchase Agreement identifying any such stock/demo units shall obtain said units.

4. Order Changes – The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product by delivering a written change order to GSFA, which shall include a description of the proposed change sufficient to permit GSFA to evaluate the feasibility of such change (a "Change Order"). GSFA will provide Customer a written response (a "Response") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion) and (ii) the terms of the modification to the order, including any increase or decrease in the Purchase Price resulting from such Change Order, and any effect on production scheduling or Delivery resulting from such Change Order. Customer shall have seven (7) days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer counter-signs GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Purchase Price prior to final delivery to Customer location.

5. Force Majeure – GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

6. Cancellation/Termination – In the event Customer and GSFA enter into a Purchase Agreement and Customer thereafter cancels or terminates the Purchase Agreement, GSFA will charge a cancellation fee as follows: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of the pre-construction phase of the order process; and (c) 50% of the Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or the manufacturer of the Product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of GSFA.

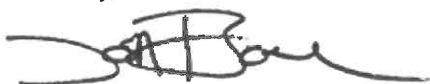
7. State Sales Tax – Customer shall be responsible for the cost of state sales tax associated with, or attributable to the Product. The taxes owed by Customer for the Product is subject to adjustment for the applicable state sales tax rate in effect when the Product is delivered to the Customer. Therefore, the sales tax will be increased or decreased at the time of delivery if a change in the sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the applicable change in sales tax.

8. Proposal Expiration – After the Expiration Date shown on page one of this Proposal, Customer shall require GSFA's written consent to accept this Proposal.

9. Governing Law – This Proposal is to be governed by and under the laws of the state of California.

Thank you for providing Golden State Fire Apparatus, Inc. with the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options, please contact me.

Sincerely,



Jon Bauer

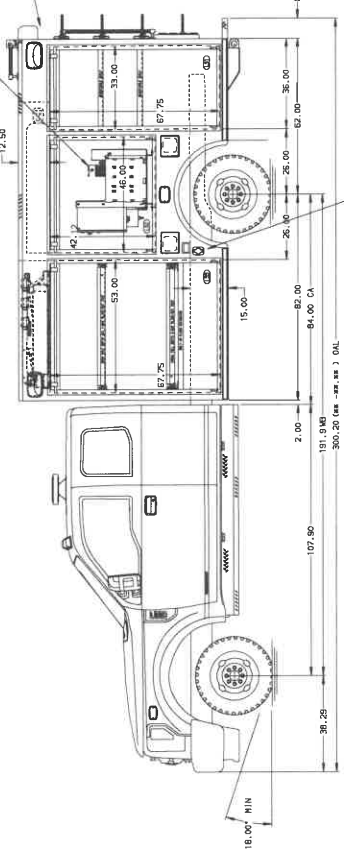
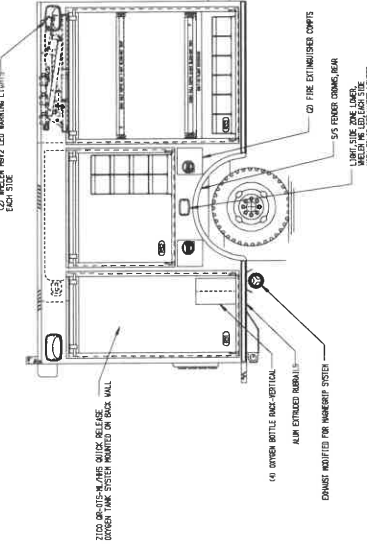
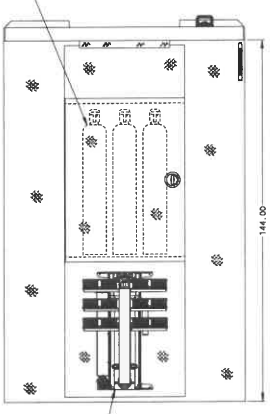
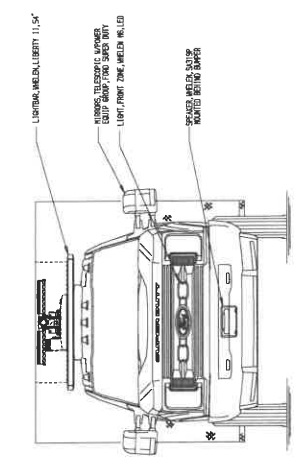
Golden State Fire Apparatus, Inc.

I, _____ authorized representative of **SUISUN CITY FIRE DEPARTMENT** agrees to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

SIGNATURE: _____

TITLE: _____

DATE: _____



ALUMINUM BODY

NOTE: DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR VARIATIONS AS MAY OCCUR OR BE NECESSARY IN CONSTRUCTION. DIMENSIONS NOT SHOWN.

CUSTOMER APPROVAL

REV.	DATE	BY	CHK'D	NO.	DRNG.	INSTR.	TITLE	FOR

MANUFACTURING INC.
SHANDON, FLORIDA

Job No. PRE 008

DATE	SCALE	REV.	DATE	NO.
21 OCT 20	1:2	1	21 OCT 20	000

SUNISUN CITY FIRE DEPARTMENT
PL-SUISUN



Phone: 888.777.7850
Fax: 888.777.7875
Cell: 785.313.3154
215 S. Seth Child Road
Manhattan, KS 66502
www.clpusa.net

November 9, 2020

Customer Name: Suisun City, CA
Justin Vincent, Chief

Equipment: One New Pierce Ford 4 X 2 Air & Light Unit
Sales Representative: Jon Bauer @ Golden State Fire Apparatus
Delivery: Estimated 12 months

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

Option 1

Total Cost:	\$ 445,009.23	Payment Frequency:	Annual
Down Payment:	\$ -	First Payment:	One year from closing
Prepay Discount:	\$ 9,045.65		
Amount Financed:	\$ 435,963.58		
Term in Years:	<u>5</u>	<u>7</u>	<u>10</u>
Payment:	\$93,985.71	\$69,170.17	\$50,572.38
Factor:	0.215582	0.158660	0.116001
Interest Rate:	2.55%	2.69%	2.79%

- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**
- Fixed interest rate for the terms provided unless otherwise stated.
- This financing is to be executed and funded within 30 days of the date of the proposal, or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval of mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.

Thank you for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 1-888-777-7850.

Respectively,

Blake J. Kaus
Vice President & Director of Leasing
blakekaus@clpusa.net

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AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-__: Authorizing the City Manager to execute a lease-to-own purchase agreement with Motorola Solutions, Inc., or its assignee, for portable and mobile radios for the Police Department.

FISCAL IMPACT: The Police Department has previously identified a need to replace hand-held and in-car police radios. The total fiscal impact has been forecasted for funding through the public safety communications fund. The funds have been budgeted in the amount of \$100,000 for FY 20/21 in the public safety communications fund. The Motorola five-year lease-to-own purchase agreement including tax and interest is estimated at \$90,595.41 over a five-year lease term for a total fiscal impact not to exceed \$452,977.05, with the first payment due one year after contract execution. This quote includes discounts for execution prior to December 21, 2020 in the amount of \$30,368.

STRATEGIC PLAN: Ensure Public Safety

3.5 Optimize the use of technology to drive efficiency, productivity and customer service.

BACKGROUND: The Police Department is currently utilizing “VHF: radio system. The “VHF” radio coverage is not supported by the Vacaville/Fairfield/Suisun Project-25 (P25) radio system. The current radios used by the Police Department are end of life and can no longer be repaired or refurbished by Motorola. As part of the P25 system implementation, the Police Department has been delaying the purchase of radios until such a time as it necessary for the future success of the project. P25 complainant hand-held and car radios are essential components to the City and county-wide public safety communications. This purchase will bring Suisun police officers into alignment with the cites in the Vacaville/Fairfield/Suisun P25 radio system.

STAFF REPORT: The Suisun City Police Department is seeking approval by the City Council to approve the City Manager to execute a lease-to-own purchase agreement with Motorola Solutions, Inc. for portable and mobile radios.

The police department has been managing the public safety communications project over the past years. As part of that project, investment in police department radios were postponed, so that we could invest in critical local and regional infrastructure required by the P25 radio system. The project has progressed to a stage where procurement of police department radios are now the priority. This lease will allow police department radios to be procured in a manner consistent with the radios purchased by the Suisun City Fire Department in June 2019.

Suisun City police officers and community service officers are equipped with hand-held portable radios in the field. These radios serve as a vital lifeline to the Suisun City communications

PREPARED BY:

Daniel Healy, Police Commander

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

center. In addition to allowing emergency traffic between personnel in the field and the communications center, these radios are used throughout the day to serve the community. While personnel are away from their vehicles, these portable radios allow personnel to remain safe and effective in the field, keeping communication with dispatch without returning to their vehicles. Mobile police radios are installed in each patrol and community service vehicle. These radios allow officers to maintain battery life on their portable radios, while responding to and broadcasting incidents in their vehicles. These mobile radios allow personnel to receive emergency information prior to arriving at calls for service, enhancing personnel and community safety. These radios also allow for emergency radio traffic from the vehicle, such as vehicle pursuits in a safe manner. The portable and mobile radios used by departmental personnel in the field are essential pieces of equipment. These lifelines are depended on for the safety of our personnel and the safety of the community. P25 radios allow for interoperability amongst agencies and mark a move towards a standardized radio communications system throughout Solano County. Should the region move towards a Joint Powers Authority (JPA), these radios will conform to those currently used by the cities of Benicia, Fairfield, Vacaville and Vallejo.

Motorola is a sole source provider of these products. These radios are public safety grade radio solutions and operate on public safety P25 government systems. These platforms are designed by the Association of Public Safety Communication Officers (APCO) and have come up to P25 standards. This quote is based on Houston-Galveston Area Council (HGAC) Co-Operative purchasing agreement for government, which provides the best government pricing on these items. Since Suisun City is a participant in this Government Master Service Agreement, the purchase is exempt from the normal public bidding process.

Motorola Solutions, Inc. provides three-year, five-year and seven-year lease-to-own purchase options with varying lease payments and expirations. Of these purchase options, the five-year option has been identified as the preferred option. The three-year option would condense payments to an annual rate that would be untenable to the project. The seven-year lease would extend beyond the sunset of Measure S and would become an unfunded liability. The five-year lease option will allow this lease to be spread out over a five-year period, where funding can be allocated from Measure S as part of the Public Safety Communications project. This option allows for the lease-to-own agreement to be completed prior to the sunset of Measure S, while allowing payments to be spread over a more manageable period.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2020-__: Authorizing the City Manager to execute a lease-to-own purchase agreement with Motorola Solutions, Inc., or its assignee, for portable and mobile radios for the Police Department via a five-year lease not to exceed \$452,977.05.

ATTACHMENTS:

1. Resolution No. 2020-__: Authorizing the City Manager to execute a lease-to-own purchase agreement with Motorola Solutions, Inc. for portable and mobile radios for the police department.
2. Motorola Solutions, Inc. Communications System Financing Proposal.
3. HGAC Based Proposal

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE-TO-OWN
PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR
PORTABLE AND MOBILE RADIOS FOR THE POLICE DEPARTMENT.**

WHEREAS, there is a need by the City of Suisun City to provide for both expeditious emergency and routine public safety services to its citizens; and

WHEREAS, critical to the police function, response and service delivery, is the radio system; and

WHEREAS, the police department has submitted a five-year lease-to-purchase agreement, from Motorola Solutions, Inc.; and

WHEREAS, the purchase of goods and services by local contracting units from authorized State vendors without competitive bidding is authorized by Houston-Galveston Area Council (HGAC) cooperative purchasing program; and

WHEREAS, this purchase will be in the best interest of the City of Suisun City in that it will provide the police department with a digital radio system that will enable the police department to continue providing for critical and essential services; and

WHEREAS, the proposed solution will move the Suisun City towards completion of the long-term public safety communications project; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Suisun City hereby authorizes the City Manager, to execute a lease-to-own purchase agreement with Motorola Solutions, Inc. for portable and mobile radios for the police department.

PASSED AND ADOPTED at a regular meeting of said City Council held on Tuesday, the 15th day of December 2020 by the following vote:

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

WITNESS my hand and the seal of said City this 15th day of December 2020.

Donna Pock, CMC
Deputy City Clerk

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12/3/20

City of Suisun
701 Civic Center Blvd
Suisun CA 94585

RE: Municipal Lease # 25022

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the solution to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25022 are valid for contracts that are executed and returned to Motorola on or before **December 20, 2020**. After **12/20/20**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of Suisun

- E-mail Address: _____
- Attention: _____
- Phone: _____

2. Lessee County Location: _____

3. Federal Tax I.D. Number _____

4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

- Phone: _____
- Fax: _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25022

LESSEE:

City of Suisun
701 Civic Center Blvd
Suisun CA 94585

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee").

LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss") , Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of December, 2020.

LESSEE:
City of Suisun

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____
Title: _____

By: _____
Title Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Suisun, an entity duly organized and existing under the laws of the **State of California** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25022**, between City of Suisun and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Suisun , hereto this ____ day of December, 2020.

By: _____
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 25022 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Suisun

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 25022
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25022** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 60 Months Commencement Date: 1/1/2021
First Payment Due Date: 1/1/2022

5 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Suisun (Schedule B)						
Compound Period:			Monthly			
Nominal Annual Rate:			3.190%			
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Lease	1/1/2021	\$ 412,106.40	1		
2	Lease Payment	1/1/2022	\$ 90,595.41	5	Annual	1/1/2026
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	1/1/2021				\$412,106.40	
1	1/1/2022	\$ 90,595.41	\$ 13,340.34	\$ 77,255.07	\$334,851.33	
2	1/1/2023	\$ 90,595.41	\$ 10,839.51	\$ 79,755.90	\$255,095.43	
3	1/1/2024	\$ 90,595.41	\$ 8,257.72	\$ 82,337.69	\$172,757.74	
4	1/1/2025	\$ 90,595.41	\$ 5,592.36	\$ 85,003.05	\$ 87,754.69	
5	1/1/2026	\$ 90,595.41	\$ 2,840.72	\$ 87,754.69	\$ -	
Grand Totals		\$ 452,977.05	\$ 40,870.65	\$412,106.40		

INITIAL INSURANCE REQUIREMENT: \$412,106.40

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25022** to that Equipment Lease Purchase Agreement number **25022** will be maintained by the City of Suisun as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25022** , City of Suisun , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25022 to that Equipment Lease Purchase Agreement number 25022. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25022 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of **City of Suisun**?

3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25022

Lease Schedule A No. : 25022

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25022. See Schedule A for a detailed Equipment List.

LESSEE:

City of Suisun

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on December _____, 2020, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Suisun (Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.



HGAC BASED PROPOSAL

Contract #RA05-18

Houston Galveston Area Council
Co-operative purchasing agreement
Quote # QU0000516685REV003

City of Suisun Police Department
Radio Configurations and Quantities

12/3/2020

COST AND EQUIPMENT REQUIREMENTS

ITEM	QT	Nom	DESCRIPTION	HGAC Standard Discount Price	Additional Discount for orders placed prior to 12-21-20 (8)	E	TD
Suisun Police Configuration							
APX8000 ALL BAND P25 TRUNKED RADIO (VHF and 700/800 Enabled)							
1	30	H91TGD9PW6 N	APX 8000 ALL BAND PORTABLE MODEL 2.5	\$4,367.59	\$4,018.18		\$120,545.48
a	30	Q806	ADD: CAI DIGITAL OPERATION	\$375.95	\$345.87		\$10,376.22
b	30	H38	ADD: SMARTZONE OPERATION	\$1,095.00	\$1,007.40		\$30,222.00
c	30	Q361	ADD: P25 9600 BAUD TRUNKING	\$219.00	\$201.48		\$6,044.40
d	30	Q887AY	ENH: 5 YEAR ESSENTIAL SERVICE	\$216.00	\$216.00		\$6,480.00
e	30	QA00580	ADD: TDMA OPERATION	\$328.50	\$302.22		\$9,066.60
f	30	Q498	ENH: P25 OTAR WITH MULTI-KEY	\$540.20	\$496.98		\$14,909.52
g	30	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$73.00	\$67.16		\$2,014.80
h	30	Q629	ADD: AES ENCRYPTION	\$346.75	\$319.01		\$9,570.30
I	30	QA09001	ADD: WIFI CAPABILITY	\$219.00	\$201.48		\$6,044.40
j	30	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	\$0.00	\$0.00		\$0.00
k	30	QA05509	DEL: DELETE UHF BAND	(\$584.00)	(\$584.00)		(\$17,520.00)
PORTABLE RADIO ACCESSORIES							
2	20	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$123.75	\$113.85		\$2,277.00
3	3	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG	\$1,031.25	\$948.75		\$2,846.25
4	35	NMN6271A	IMPRES PUBLIC SAFETY MICROPHONE	\$260.00	\$239.20		\$8,372.00
5	5	PMNN4486A	IMPRES LI-ION 3400 MAH BATTERY	\$122.25	\$112.47		\$562.35
APX8500 ALL BAND P25 TRUNKED MOBILE RADIO (VHF & 700/800)SINGLE HEAD CONFIG Remote Mount ALL BAND ANTENNA							
6	17	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE	\$3,482.10	\$3,203.53		\$54,460.04
a	17	G806	ENH: ASTRO DIGITAL CAI OP APEX	\$375.95	\$345.87		\$5,879.86
b	17	G51	ENH: SMARTZONE OPERATION APX	\$1,095.00	\$1,007.40		\$17,125.80
c	17	G361	ADD: P25 TRUNKING SOFTWARE	\$219.00	\$201.48		\$3,425.16
d	17	GA01670	ADD: APX E5 CONTROL HEAD	\$417.56	\$384.16		\$6,530.64
e	17	G444	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00		\$0.00
f	17	W22	ADD: STD PALM MICROPHONE APEX	\$52.56	\$48.36		\$822.04
g	17	B18	ADD: AUXILLARY SPKR	\$43.80	\$40.30		\$685.03
h	17	GA01517	DEL: NO J600 ADAPTER CABLE	\$0.00	\$0.00		\$0.00
i	17	GA00318	ADD: 5 YEAR ESSENTIAL SERVICE	\$335.00	\$335.00		\$5,695.00
j	17	G67	ADD: REMOTE MOUNT	\$216.81	\$199.47		\$3,390.91
k	17	G996	ENH: OVER THE AIR PROVISIONING	\$73.00	\$67.16		\$1,141.72
l	17	G298	ENH: P25 OTAR WITH MULTI-KEY	\$540.20	\$496.98		\$8,448.73
m	17	G843	ADD: AES ENCRYPTION	\$346.75	\$319.01		\$5,423.17
n	17	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$69.35	\$63.80		\$1,084.63
o	17	GA00580	ADD: TDMA OPERATION	\$328.50	\$302.22		\$5,137.74
p	17	GA00250	ADD: GPS/WI-FI ANTENNA	\$73.00	\$67.16		\$1,141.72
q	17	GA09001	ADD: WI-FI CAPABILITY	\$219.00	\$201.48		\$3,425.16
r	17	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIONING	\$0.00	\$0.00		\$0.00
s	17	GA05509	DEL; DELETE UHF BAND	(\$584.00)	(\$584.00)		(\$9,928.00)
APX8000 ALL BAND P25 TRUNKED RADIO (VHF and 700/800 Enabled) with SUBMERSIBLE OPTION							
7	5	H91TGD9PW6 N	APX 8000 ALL BAND PORTABLE MODEL 2.5	\$4,367.59	\$4,018.18		\$20,090.91

Item 13
Attachment 3

a	5	Q806	ADD: CAI DIGITAL OPERATION	\$375.95	\$345.87	\$1,729.37
b	5	H38	ADD: SMARTZONE OPERATION	\$1,095.00	\$1,007.40	\$5,037.00
c	5	Q361	ADD: P25 9600 BAUD TRUNKING	\$219.00	\$201.48	\$1,007.40
d	5	Q887AY	ENH: 5 YEAR ESSENTIAL SERVICE	\$216.00	\$216.00	\$1,080.00
e	5	QA00580	ADD: TDMA OPERATION	\$328.50	\$302.22	\$1,511.10
f	5	Q498	ENH: P25 OTAR WITH MULTI-KEY	\$540.20	\$496.98	\$2,484.92
g	5	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$73.00	\$67.16	\$335.80
h	5	Q629	ADD: AES ENCRYPTION	\$346.75	\$319.01	\$1,595.05
i	5	QA09001	ADD: WIFI CAPABILITY	\$219.00	\$201.48	\$1,007.40
j	5	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	\$0.00	\$0.00	\$0.00
k	5	H499	ENH: SUBMERSIBLE (DELTA-T)	\$109.50	\$100.74	\$503.70
l	5	QA05509	DEL: DELETE UHF BAND	(\$584.00)	(\$584.00)	(\$2,920.00)

APX8000 "Convertacom" In Vehicle Charging and mounting solution

8	6	NNTN8527A	CHARGER IMPRESS VEHICULAR ADAPTERQ	\$1,155.00	\$1,062.60	\$6,375.60
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KVL ENCRYPTION KEYLOADER AND CABLES

9	1	T8476B	KVL5000 KEYLOADER	\$6,000.00	\$5,520.00	\$5,520.00
a	1	CA00182	ENH: ASTRO DIGITAL CAI OP APEX	\$0.00	\$0.00	\$0.00
b	1	CA03358	ENH: SMARTZONE OPERATION APX	\$0.00	\$0.00	\$0.00
c	1	CA03467	ADD: P25 TRUNKING SOFTWARE	\$0.00	\$0.00	\$0.00
10	1	TKN8531C	ADD: APX O7 CONTROL HEAD	\$207.60	\$190.99	\$190.99
11	1	HKN6182B	ADD: APX CONTROL HEAD SOFTWARE	\$130.65	\$120.20	\$120.20
12	1	WPLN6904A	ADD: STD PALM MICROPHONE APEX	\$82.50	\$75.90	\$75.90
13	1	DQUUSBOTG	ADD: SPKR 15W WATER RESISTANT	\$10.79	\$9.93	\$9.93

SERVICES FOR PROGRAMMING AND KEYLOADER TRAINING

14	1	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$3,500.00	\$3,500.00	\$3,500.00
15	1	SVC03SVC0126D	TECHNICAL ASSISTANCE	\$2,500.00	\$2,500.00	\$2,500.00

Equipment Total \$377,455.95
Sales Tax 8.38% \$31,630.81
Freight \$3,019.65
Total \$412,106.40

*Motorola is providing this quotation for budgetary [informational] purposes only and it does not constitute an offer for sale.
If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale
or alternatively, receive your purchase order, which will be acknowledged with a letter enclosing the Motorola standard terms and conditions.*

Programming and Installation Installation is not included. A separate quote can be generated if requested.
Programming all radios with a common template is included. Additional templates can be created at an extra cost

TERMS: Net 30 days from shipment
VALIDITY: Price valid until 12-21-20
SHIPPING: Prepay & Add, FOB Ship Point *

PHONE: 408-640-9861
ADDRESS: 4728 E. 2nd St. Suite 10 Benicia CA 94510

sent via email
Email jtrevino@daywireless.com
QUOTED BY Jim Trevino
DATE: 12/3/2020

AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

SUCCESSOR AGENCY AGENDA ITEM: Agency Adoption of Resolution SA 2020-___: Receiving and Accepting a Recognized Obligation Payment Schedule 2021/22 (ROPS) for the Period of July 1, 2021 through June 30, 2022.

FISCAL IMPACT: None. All obligations listed will be included in the FY 2021-22 Annual Budget.

BACKGROUND: A component of the dissolution of the former redevelopment agency requires that the Successor Agency prepare a Required Obligation Payment Schedule (ROPS) and submit it to the County Oversight Board. Pursuant to Health and Safety Code §34179.7(o)(1), enacted by SB 107 in the Fall of 2015, commencing with the ROPS covering the period from July 1, 2016 to June 30, 2017 and thereafter, Successor Agencies are to submit an Oversight Board approved annual ROPS to Finance and the County Auditor-Controller by February 1, 2016 and each February 1 thereafter.

STAFF REPORT: The following provides an overview of deadlines and process associated with the ROPS:

ROPS Submittal Deadline – February 1, 2021, is the deadline to submit a ROPS covering the period of July 1, 2021, through June 30, 2022 to the State Department of Finance (DOF).

ROPS Submittal/Approval Process – The Successor Agency must submit the ROPS to the County Auditor-Controller, County Administrative Officer, and to the Solano County Oversight Board for approval. The deadline to submit the report is December 24, 2020 for January 14, 2021 scheduled County Oversight Board Meeting.

ROPS Form – The DOF has provided the form for this ROPS period.

Penalties – A penalty may be levied on the City of \$10,000 per day for each day the ROPS is delinquent. Failure to submit the ROPS within 10 days of the deadline will result in a 25% reduction of the Successor Agency’s maximum administrative cost allowance for the period covered by the delinquent ROPS.

The current ROPS includes line items that were listed on previously adopted ROPS, but contain updated figures to reflect the upcoming fiscal year (July 1, 2021, to June 30, 2022). The ROPS include the following addition:

- \$598,293 Marina Maintenance Projects added to Marina Construction Loan Annual Payment
Suisun City Marina require major facility repairs. Included in this year’s request are the following:
 - a. \$223,440 for Dock Box Replacement.

PREPARED BY:	Elizabeth N. Luna, Accounting Services Manager
REVIEWED/APPROVED BY:	Lakhwinder Deol, Finance Director
REVIEWED/APPROVED BY:	Greg Folsom, City Manager

- b. \$86,512 for Annual Maintenance and Inspection of Floating Concrete Dock System including repairs.
 - c. \$59,665 for truck vehicle to haul boat trailer and spill response trailer.
 - d. \$98,000 for Marina CCTV, need to re-request, initial funding in FY18-19 did not get spend in the same fiscal year and subject to prior-period adjustment.
 - e. \$130,676 for Fuel System Repairs additional cost, Spill Prevention, Control, and Counter Measure (SPCC) Plan, and annual maintenance and inspection cost.
- \$1,294,537 for Supplemental Education Revenue Augmentation Fund (SERAF) loan repayment to Low and Moderate Housing Fund is composed of \$690,150 annual payment plus the \$604,387 unpaid from prior year due to the maximum loan repayment formula.

If necessary, there is an opportunity to submit an amended ROPS no later than October 1, 2021, if the Solano Consolidated Oversight Board makes a finding the revision is necessary for the payment of approved enforceable obligations during the second half of the ROPS period (January 1, 2022 through June 30, 2022).

The full ROPS is attached. Beyond costs associated with the timely sale of property, the ROPS includes monies for debt and Successor Agency administration costs of \$250,000.

Staff recommends that the Successor Agency receive and accept the ROPS.

RECOMMENDATION: It is recommended that the Successor Agency:

1. Adopt Agency Resolution No. SA 2020-___: Receiving and Accepting a Recognized Obligation Payment Schedule 2021/22 (ROPS) for the Period of July 1, 2021 to June 30, 2022.

ATTACHMENTS:

1. Agency Resolution No. SA 2020-___: Receiving and Accepting a Recognized Obligation Payment Schedule 2021/22 (ROPS) for the Period of July 1, 2021 to June 30, 2022.
2. ROPS 20/21 (July 1, 2020 through June 30, 2021).

RESOLUTION NO. SA 2020-

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY RECEIVING AND ACCEPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE 2021/22 (ROPS) FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature enacted and the Governor has signed, companion bills AB 26 X1 (AB 26) and AB 27 X1 (AB 27), requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments; and

WHEREAS, on December 29, 2011, the California Supreme Court issued its opinion in the case of *California Redevelopment Association, et al. v. Ana Matosantos, etc., et al.*, Case No. S196861, and upheld the validity of AB 26 and invalidated AB 27; and

WHEREAS, the Court's decision resulted in the implementation of AB 26, which dissolves all redevelopment agencies in the State of California as of February 1, 2012; and

WHEREAS, the City is, by operation of law, the Successor Agency (the "Agency") to the Redevelopment Agency for purposes of winding down the Redevelopment Agency under AB 26; and

WHEREAS, as part of the 2012-13 State budget bill, the California Legislature enacted and the Governor has signed AB 1484, which enacted several technical and substantive amendments to AB 26, including certain processes and procedures relating to the submittal of the ROPS; and

WHEREAS, the California Legislature enacted and the Governor has signed SB107, which enacted several additional technical and substantive amendments to the dissolution laws, including certain processes and procedures relating to the submittal of the ROPS; and

WHEREAS, pursuant to the dissolution laws, the City as Successor Agency is required to maintain a "Recognized Obligation Payment Schedule" (the "ROPS"), which schedule was revised with pertinent data for the period of July 1, 2021 through June 30, 2022; and

WHEREAS, the City Council desires to memorialize the Successor Agency's receipt and acceptance of the ROPS 2021-2022 including the \$250,000 Successor Agency Admin Cost; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Suisun City, acting as the Successor Agency to the Redevelopment Agency of the City of Suisun City, resolve as follows:

Section 1. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. The ROPS, attached hereto and incorporated herein by this reference, is hereby adopted pursuant to Health & Safety Code Section 34180.

Section 3. The Successor Agency Executive Director or designee is authorized to take all actions necessary to implement this Resolution, including any necessary

1 administrative corrections, in addition to the posting of this Resolution and ROPS on the
2 Board's website, and the provision of notice of adoption of this Resolution and such Schedule
to the State Department of Finance.

3 **PASSED AND ADOPTED** at a regular meeting of the City Council Acting as
4 Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on
Tuesday, the 15th day of December 2020, by the following vote:

5	AYES:	Boardmembers:	_____
6	NOES:	Boardmembers:	_____
7	ABSENT:	Boardmembers:	_____
	ABSTAIN:	Boardmembers:	_____

8 **WITNESS** my hand and the seal of said City this 15th day of December 2020.

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10 _____
Anita Skinner, Secretary

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**Recognized Obligation Payment Schedule (ROPS 21-22) - Summary
Filed for the July 1, 2021 through June 30, 2022 Period**

Successor Agency: Suisun City
County: Solano

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	21-22A Total (July - December)	21-22B Total (January - June)	ROPS 21-22 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 20,000	\$ -	\$ 20,000
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	20,000	-	20,000
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 3,897,595	\$ 3,050,680	\$ 6,948,275
F RPTTF	3,772,595	2,925,680	6,698,275
G Administrative RPTTF	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E)	\$ 3,917,595	\$ 3,050,680	\$ 6,968,275

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

**Suisun City
Recognized Obligation Payment Schedule (ROPS 21-22) - ROPS Detail
July 1, 2021 through June 30, 2022**

A Item #	B Project Name	C Obligation Type	D Agreement Execution Date	E Agreement Termination Date	F Payee	G Description	H Project Area	I Total Outstanding Obligation	J Retired	K ROPS 21-22 Total	L ROPS 21-22A (Jul - Dec)				M ROPS 21-22B (Jan - Jun)				W 21-22B Total				
											P Bond Proceeds	Q Reserve Balance	R Other Funds	S RPTTF	T Bond Proceeds	U Reserve Balance	V Other Funds	W RPTTF		X Bond Proceeds	Y Reserve Balance	Z Other Funds	AA RPTTF
								\$47,112,036		\$6,968,275	\$-	\$20,000	\$3,772,595	\$125,000	\$-	\$2,925,680	\$125,000	\$3,050,680					
4	Marina Construction Loan	Third-Party Loans	07/22/1991	08/01/2048	Dept of Boating and Waterways	Marina Construction/Rehab	All	5,357,612	N	\$952,363	-	-	452,070	-	-	500,293	-	\$500,293					
5	Marina Expansion Loan	Third-Party Loans	10/24/1995	10/01/2025	Sheldon Oil	Marina Expansion/Land Acquisition	All	1,000,074	N	\$268,000	-	-	268,000	-	-	-	-	\$-					
6	SERAF Payment	SERAF/ERAF	05/10/2010	06/30/2029	Suisun City Housing Authority (Housing Successor)	SERAF Loan Payment	All	6,125,592	N	\$1,294,537	-	-	690,150	-	-	604,387	-	\$604,387					
9	Successor Agency Admin Cost	Admin Costs	02/01/2012	07/18/2029	Various	Staffing, Rent/Utilities, Supplies, Legal, Oversight Board, Etc.	All	250,000	N	\$250,000	-	-	-	125,000	-	-	125,000	\$125,000					
11	Marina Lease	Miscellaneous	05/07/1992	06/30/2048	CA State Lands Commission	Marina Lease with CA State Lands Commission	All	20,000	N	\$20,000	-	20,000	-	-	-	-	-	\$-					
12	Main Street West DDA	OPA/DDA/Construction	04/17/2006	10/31/2021	Various	DDA Obligations	All	162,000	N	\$162,000	-	-	101,000	-	-	61,000	-	\$61,000					
13	Civic Center COP	Third-Party Loans	04/01/2004	11/01/2025	City of Suisun City	Civic Center COP Reimbursement Agreement	All	2,434,258	N	\$500,000	-	-	500,000	-	-	-	-	\$-					
21	2014 Series B Tax Allocation Bonds	Refunding Bonds Issued After 6/27/12	12/11/2014	10/01/2033	US Bank	2014 Series B Tax Allocation Bonds	All	31,755,000	N	\$3,514,375	-	-	1,761,375	-	-	1,753,000	-	\$1,753,000					
23	2014 Bond Continuing Disclosure Services	Fees	11/02/2015	10/01/2033	Don Fraser & Associates	FY21 Continuing Disclosure on 2014 Bonds	All	3,000	N	\$3,000	-	-	-	-	-	3,000	-	\$3,000					
24	2014 Bond Trustee Services	Fees	12/11/2014	10/01/2033	US Bank	FY21 Bond Trustee Fees	All	4,000	N	\$4,000	-	-	-	-	-	4,000	-	\$4,000					
25	2014 Bond Arbitrage	Fees	12/11/2014	10/01/2033	BLX Group, LLC	FY21 Bond Arbitrage	All	500	N	\$-	-	-	-	-	-	-	-	\$-					

A Item #	B Project Name	C Obligation Type	D Agreement Execution Date	E Agreement Termination Date	F Payee	G Description	H Project Area	I Total Outstanding Obligation	J Retired	K ROPS 21-22 Total	L	M	N	O	P	Q 21-22A Total	R	S ROPS 21-22B (Jan - Jun)				V	W	
																		Bond Proceeds	Reserve Balance	Other Funds	RPTTF			Bond Proceeds
	Report					Report																		
29	Property Disposition Costs	Property Dispositions	11/07/2017	06/30/2020	City of Suisun City	Cost associated-sale of properties including marketing, appraisal, legal, and other relevant cost.	All	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	-	\$-
31	Property Disposition Costs-Other SA Properties	Property Dispositions	07/01/2020	06/30/2020	City of Suisun City	Cost associated-sale of other SA properties mostly for Appraisals		-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	-	\$-
33	Marina East Restoration and Marina Promenade Extension Plan	Miscellaneous	07/01/2019	06/30/2020	City of Suisun City	Complete environmental studies to assess the potential of converting the Marina east into a park and extending the promenade from the terminus of Civic Center Blvd through and around Whispering Bay/ Marina Circle area		-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	-	\$-
34	Parking Implementation Plan	Miscellaneous	07/01/2019	06/30/2022	City of Suisun City	Complete a parking implementation plan for long term parking solutions in the downtown		-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	-	\$-

Suisun City
Recognized Obligation Payment Schedule (ROPS 21-22) - Report of Cash Balances
July 1, 2018 through June 30, 2019
(Report Amounts in Whole Dollars)

A		B		C	D	E	F	G	H
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF			
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin			
		ROPS 18-19 Cash Balances (07/01/18 - 06/30/19)							
1	Beginning Available Cash Balance (Actual 07/01/18)				217,509	352,138	Beg Balance includes \$414,270 PPA that reduced RPTTF in FY18-19		
	RPTTF amount should exclude "A" period distribution amount.								
2	Revenue/Income (Actual 06/30/19)				87,129	4,930,320	\$87,129 represents interest income adjusted to market value at yearend.		
	RPTTF amount should tie to the ROPS 18-19 total distribution from the County Auditor-Controller								
3	Expenditures for ROPS 18-19 Enforceable Obligations (Actual 06/30/19)				217,509	5,035,458			
	RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					151,866	\$123,735 PPA 16-17 applied in ROPS 19-20; \$28,131 PPA 17-18 applied in ROPS 20-21		
5	ROPS 18-19 RPTTF Prior Period Adjustment					91,911	item 4 \$79,278; item #31 \$1,758; item #23 \$937; item #25 \$3,000; admin fee \$6,938		
	RPTTF amount should tie to the Agency's ROPS 18-19 PPA form submitted to the CAC								
6	Ending Actual Available Cash Balance (06/30/19)	\$-	\$-	No entry required	\$87,129	\$3,223			
	C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)								

Suisun City
Recognized Obligation Payment Schedule (ROPS 21-22) - Notes
July 1, 2021 through June 30, 2022

Item #	Notes/Comments
4	In addition to the annual debt service payment of \$452,070, a total of \$598,293 is requested for Marina Maintenance
5	
6	Annual Schedule payment is 690,150 plus 604,387 from FY20-21. The maximum repayment allowed in FY2020-21 was only \$85,763
9	
11	It's annual cost paid from Marina Berth Operation Fund.
12	The DDA expiration date was extended by force majeure into October 2021 from April 2021.
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24	Amount requested includes \$300 to complete payment of FY18-19 Bond Trustee Fee.
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AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

CITY AGENDA ITEM: PUBLIC HEARING: Council Introduce and Waive Reading of Ordinance No. ____: Amending Section 2.16.070 of the Suisun City Code to Update Recreation, Parks, Marina, & Arts Commission Start Time of the Monthly Commission Meetings

FISCAL IMPACT: None

STRATEGIC PLAN IMPACT: Provide Good Governance.

BACKGROUND: Chapter 2.16 – Parks and Recreation Commission. The City of Suisun City Code, Section 2.16.070 titled Meetings, establishes the place, day, and time for regular meetings of the Recreation, Parks, Marina & Arts Commission (RPMA). This section of the ordinance was last amended in 1990 establishing 7:00 pm as the meeting time.

STAFF REPORT: On November 3, 2020 RPMA unanimously voted in support of recommending to City Council a change to the monthly commission meeting start time. The Regular RPMA meetings have been set at 7:00 pm since 1990 and the meeting start time has not been discussed in thirty years. Staff reviewed the starting time for neighboring cities in Solano County and they are as follows:

- Vallejo – 6:30 pm
- Vacaville – 7:00 pm
- Benicia – 6:30 pm, quarterly
- Dixon – 7:00 pm
- Rio Vista – 6:00 pm
- Fairfield – Does not have a Recreation Commission

STAFF RECOMMENDATION: It is recommended that the City Council:

1. Open the Public Hearing; and
2. Take Public Comment; and
3. Close the Public Hearing; and

ATTCHMENTS:

1. Ordinance No. ____: Amending Section 2.16.070 of the Suisun City Code to Update Recreation, Parks, Marina, & Arts Commission Start Time of the Monthly Commission Meetings.

PREPARED BY:
APPROVED BY:

Kris Lofthus, Recreation, Parks, & Marina Director
Greg Folsom, City Manager

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ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY,
CALIFORNIA, AMENDING SECTION 2.16.070 OF THE SUISUN CITY CODE TO
UPDATE RECREATION, PARKS, MARINA, & ARTS COMMISSION START TIME
OF THE MONTHLY COMMISSION MEETINGS**

WHEREAS, Ordinance No. 2.16.070, adopted and approved by the City Council of the City of Suisun City in 1978 and updated in 1990, provides for the establishment of the meeting time of regular Council meetings; and

WHEREAS, On November 3, 2020 the Recreation, Parks, Marina, and Arts Commission unanimously voted to update the monthly commission start time; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY
FINDS AND ORDAINS AS FOLLOWS:**

Amendment of Code: (Recreation, Parks, Marina, and Arts Commission) of the Suisun City Code is hereby amended by revising Section 2.16.070 entitled "Meetings" to read in its entirety as follows:

2.16.070 - Meetings.

One regular meeting of the parks and recreation commission shall be scheduled on the first Wednesday of each month, starting at 6:00 p.m. Additional meetings may be scheduled by the chairperson, and/or as directed by city council, on the third Wednesday of the month or as the chairperson and/or city council determines necessary. All meetings must be posted 72 hours in advance and held in a public place

PASSED, APPROVED, AND ADOPTED as an Ordinance at a regular meeting of the City Council of the City of Suisun City, California, on this ____ day of December 2020.

Lori D. Wilson
Mayor

ATTEST:

Anita Skinner
City Clerk

1 **CERTIFICATION**

2 I, Anita Skinner, City Clerk of the City of Suisun City, California, do hereby certify that
3 the foregoing Ordinance was introduced at a regular meeting of the City Council on December
4 15, 2020 and passed, approved, and adopted by the City Council of the City of Suisun City at a
5 regular meeting held on the ____ day of December 2020 by the following vote:

6 **AYES:** Councilmembers:
7 **NOES:** Councilmembers:
8 **ABSENT:** Councilmembers:
9 **ABSTAIN:** Councilmembers:

10 **WITNESS** my hand and the seal of said City this ____ day of December 2020.

11 _____
12 Anita Skinner
13 City Clerk

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26 Ordinance ____
27 Adopted December ____ 2020
28 Page 2 of 2

AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

AGENDA ITEM: Consideration of Amending the Suisun City Historic Waterfront Business Improvement District Assessment for Calendar/Fiscal Year 2021:

- A. Public Hearing:** Adoption of Resolution No. 2020-__: Amending the Suisun City Historic Waterfront Business Improvement District Assessment Levy for the District for Calendar/Fiscal Year 2021; and
- B. Public Hearing:** Council Introduction and Waive Reading of Ordinance No. __: Repealing and Replacing Section 3.40.050 (Establishment of Benefit Assessment) of Chapter 3.40 (Main Street-Waterfront Business Improvement District) of Title 3 (Revenue and Finance) of the Suisun City Code.

FISCAL IMPACT: A minimal amount of City staff time will be incurred by the Finance Department administering the collection and disbursement of monies associated with the assessment.

STRATEGIC PLAN IMPACT: Good Governance

BACKGROUND: Per City Ordinance No. 667, enacted April 18, 2003, the Main Street Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District, (the “District”) was established. The District is a 501(c)(3) non-profit organization created at the request of downtown merchants to promote improved business conditions and marketing of downtown Suisun City. Under procedures described in the California Street and Highways Code, the City on behalf of the BID levies assessments on those businesses within the District area (see attached map) for use in various marketing and improvement activities, as determined beneficial by the District board.

At its October 20, 2020, meeting, the City Council adopted Resolution No. 2020-126 approving the associated levy on the existing business types. The levy was waived for 2020 and reduced or held the same for 2021. A notice of intent to levy for additional business types was noticed for December 15, 2020. A separate hearing is required with a longer noticing process for increasing or adding assessments. The executed resolution was mailed to all businesses located within the District at the addresses on record with the City Finance Department, and published as a legal notice in the Daily Republic newspaper.

STAFF REPORT: On October 6, 2020, the District Board requested consideration of renewal of the District and the associated assessment for 2020 and 2021 and amending the assessment to add in additional business categories. Amending the District assessment will involve several additional steps, described in State Law and the Suisun City Code, due to the request. In addition to the actions taken at the October 20th City Council meeting, the District Board has requested the following:

APPROVED BY:

Greg Folsom, City Manager

- Add business categories to the assessment as follows:

Type of Business	Assessment Amount
Personal Services (such as hair dressers, barbers, massage therapists, etc.)	\$25
Commercial Cannabis Businesses	\$1,000

A 1. Protest Hearing

A Public Hearing is required by law to review any written protests to the assessment levy. As of preparation of this report, staff was unaware of any such written protests. Staff will advise the City Council at the hearing whether written protests were submitted.

A 2. Consider Adding New Rates

The District has proposed adding some additional assessments for commercial cannabis businesses and for personal services providers, such as hair dressers, barbers, massage therapists, etc.

B 1. Public Hearing

Assuming that the new rates are approved, a Public Hearing is required by law to amend Ordinance 667 to reflect the new rates.

RECOMMENDATION: It is recommended that:

A 1 Council Conduct a Public Hearing to receive any protests against the assessment; and

A 2 Council Adopt Resolution No. 2020-__: Resolution of the City Council of the City of Suisun City Reauthorizing and the Assessment Levy for the District for Calendar/Fiscal Year 2021; and

B 1 Council Conduct a Public Hearing on Amending Ordinance 667; and

B 2 Council Introduce and Waive Reading of Ordinance No. __: Repealing and Replacing Section 3.40.050 (Establishment of Benefit Assessment) of Chapter 3.40 (Main Street-Waterfront Business Improvement District) of Title 3 (Revenue and Finance) of the Suisun City Code.

ATTACHMENTS:

1. Resolution No. 2020-__ Resolution of the City Council of the City of Suisun City Reauthorizing and Renewing Assessment Levy for the District for Calendar/Fiscal Years 2020 and 2021.
2. Ordinance No. __: Repealing and Replacing Section 3.40.050 (Establishment of Benefit Assessment) of Chapter 3.40 (Main Street-Waterfront Business Improvement District) of Title 3 (Revenue and Finance) of the Suisun City Code.
3. Suisun City Code 3.40.050 – Establishment of Benefit Assessment
4. Ordinance 667 – Adding a Chapter to the Suisun City Municipal Code Establishing the Main Street Waterfront Business Improvement District.
5. PowerPoint Presentation

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RESOLUTION NO. 2020-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING AMENDMENTS TO THE SUISUN CITY HISTORIC
WATERFRONT BUSINESS IMPROVEMENT DISTRICT ASSESSMENT LEVY
FOR THE DISTRICT FOR CALENDAR/FISCAL YEAR 2021**

WHEREAS, the California Streets and Highways Code Section 36500 et seq. authorizes cities to establish parking and business improvement areas for the purpose of promoting economic revitalization and physical maintenance of business districts in order to create jobs, attract new business and prevent erosion of the business district; and

WHEREAS, the Main Street-Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District (see boundaries of district in Exhibit A, incorporated herein by reference), was formed at the request of the Main Street-Waterfront Business Improvement District Formation Committee (“Committee”) by City Council adoption of Ordinance No. 667 on April 18, 2003; and

WHEREAS, at the request of the Committee, Ordinance No. 667 established an annual special assessment on all businesses within the Main Street-Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District, (the “District”), which amount must be reassessed annually by City Council; and

WHEREAS, the Main Street-Waterfront Business Improvement District Board of Directors (“Board”) has requested that the Suisun City Council adopt a new special assessment on all business within the BID with amendments; and

WHEREAS, renewal of the special assessment may occur only after the City Council conducts a noticed public hearing pursuant to the Parking and Business Improvement District Area Law of 1989, codified as Part 6 (commencing with Section 36500) of Division 18 of the California Streets and Highways Code.

WHEREAS, at its October 20, 2020, meeting, the City Council adopted Resolution No. 2020-126 approving the associated levy on the existing business types. The levy was waived for 2020 and reduced or held the same for 2021. A notice of intent to levy for additional business types was noticed for December 15, 2020. A separate hearing is required with a longer noticing process for increasing or adding assessments. The executed resolution was mailed to all businesses located within the District at the addresses on record with the City Finance Department, and published as a legal notice in the Daily Republic newspaper.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Suisun City does hereby determine that:

- 1. The recitals set forth herein are true and correct, and incorporated herein by reference.

- 1 2. The types of improvements and activities proposed to be funded by the levy of
- 2 assessments on business in the District are in Exhibit B hereto and incorporated by
- 3 reference.
- 4 3. The City Council intends to consider authorizing amendments to the levy of an
- 5 annual benefit fee on businesses in the District to pay for selected improvements
- 6 and activities of the District.
- 7 4. All funds of the District shall be expended on improvements and activities within
- 8 the District.
- 9 5. The method and the basis for levying the benefit fee on all the businesses within
- 10 the District are set forth in the Exhibit C hereto, incorporated herein by reference.
- 11 6. The Annual Benefit fees shall be incorporated into the City Business License fee
- 12 for those businesses within the District and shall be due and payable as part of
- 13 obtaining the required City Business License pursuant to City Code Title 5.
- 14 7. A public hearing to consider re-authorization of the levy was set for **December 15,**
- 15 **2020** at 6:30 p.m. before the City Council of the City of Suisun City, at the City
- 16 Council Chambers at 701 Civic Center Blvd., Suisun City, CA 94585.
- 17 8. At the public hearing, the testimony of all interested persons, for or against the
- 18 assessments to be levied, may be heard.
- 19 9. Further information regarding the proposed Main Street-Waterfront Business
- 20 Improvement District may be obtained from the City Clerk of the City of Suisun
- 21 City, at Suisun City Hall, 701 Civic Center Blvd., Suisun City, CA. and or by
- 22 calling (707) 421-7309.
- 23 10. The City Clerk provided notice of the public hearing as follows:
- 24 a. Published the Resolution of Intention in a newspaper of general circulation in
- 25 the City of Suisun City once, at least ten (10) days before the hearing.
- 26 b. Mailed a complete copy of this Resolution of Intention to each and every
- 27 business owner in the District within seven (7) days of the adoption of this
- 28 Resolution by the City Council.
- 11. This Resolution is effective on its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City held on December 15, 2020 by the following vote:

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

WITNESS my hand and the seal of said City this 15th day of December 2020.

Donna Pock, CMC, Deputy City Clerk

EXHIBIT A (3)

**PROPOSED SUISUN CITY DOWNTOWN - WATERFRONT
BUSINESS IMPROVEMENT DISTRICT (BID)
BOUNDARY MAP**



EXHIBIT “B”

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Purpose and Use of Benefit Assessments.

The types of improvements and activities proposed to be funded by the levy of assessments on businesses in the District are as follows:

a. The acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following improvements:

- (1) Benches;
- (2) Trash receptacles;
- (3) Decorations;
- (4) Signage;
- (5) Facade improvements;
- (6) Permanent landscaping.

b. Activities including but not limited to the following:

- (1) Promotion of public events which benefit businesses in the area and which take place on or in public places within the area;
- (2) Furnishing of music in any public place in the area;
- (3) Activities which benefit businesses located and operating in the area, including but not limited to commercial shopping and promotional programs.
- (4) Trash clean up.

EXHIBIT “C”

DISTRICT ASSESSMENT FORMULA

Proposed 2021 Benefit Fee Formula Matrix:

Type of Business	Assessment Amount
Retailers and Restaurants	\$200
Service and Professional Businesses	\$100
* Personal Services (such as hair dressers, barbers, massage therapists, manicurists/pedicurists, etc.)	\$25
* Commercial Cannabis Businesses	\$1,000
Lodging	\$10 per room
Financial Institutions	\$500

*** Commencing February 5, 2012**

Business Type Definitions:

Retail and Restaurant: Businesses that buy and resell goods, examples are clothing stores, shoe stores, office supplies as well as businesses that sell prepared foods and drinks.

Service Businesses: Businesses that sell services. Examples are beauty and barber shops, repair shops, most automotive-oriented businesses, entertainment businesses such as theaters, etc.

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Professional Businesses: Includes Architects, Engineers, Attorneys, Dentists, Doctors, Accountants, Optometrists, Realtors, Insurance Offices, Mortgage Brokers and most other businesses that require advanced and/or specialized licenses and/or advanced academic degrees.

Personal Services: Individuals/Businesses that have their own business license and rent “stalls” or space within a building to provide personal services, such as hair dressers, barbers, massage therapists, and manicurists/pedicurists.

Lodging: Includes renting rooms by the day or week to community visitors.

Financial Institutions: Includes banking and savings and loan institutions as well as credit unions, etc.

Commercial Cannabis Business: Includes any retail or non-retail commercial operation that is licensed under the city’s commercial cannabis ordinance.

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ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
REPEALING AND REPLACING SECTION 3.40.050 (ESTABLISHMENT OF
BENEFIT ASSESSMENT) OF CHAPTER 3.40 (MAIN STREET-WATERFRONT
BUSINESS IMPROVEMENT DISTRICT) OF TITLE 3 (REVENUE AND
FINANCE) OF THE SUISUN CITY CODE**

WHEREAS, the California Streets and Highways Code Section 36500 et seq. authorizes cities to establish parking and business improvement areas for the purpose of promoting economic revitalization and physical maintenance of business districts in order to create jobs, attract new business and prevent erosion of the business district; and

WHEREAS, the Main Street-Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District, was formed at the request of the Main Street-Waterfront Business Improvement District Formation Committee (“the Committee”) by City Council adoption of Ordinance No. 667 on April 18, 2003; and

WHEREAS, at the request of the Committee, Ordinance No. 667 established an annual special assessment on all businesses within the Main Street-Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District, (the “District”), which assessment must be renewed annually by the City Council; and

WHEREAS, the Main Street-Waterfront Business Improvement District Board of Directors (the “Board”) requested that the Suisun City Council renew the special assessment on all businesses within the District with amendments; and

WHEREAS, the Suisun City Council did renew the special assessment on all businesses within the District with amendments after City Council conducted a noticed public hearing pursuant to the Parking and Business Improvement District Area Law of 1989, Part 6 (commencing with Section 36500) of Division 18 of the California Streets and Highways Code.

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

SECTION 1. RECITALS.

The recitals set forth herein are all true and correct.

SECTION 2. SECTION 3.40.050, “Establishment of benefit assessment” is hereby repealed and replaced as follows:

All businesses, trades, and professions located within the district boundaries shown on Exhibit "A" shall, commencing on January 1, 2021, pay an annual benefit assessment to the district in the following amounts:

DISTRICT ASSESSMENT FORMULA
Proposed 2021 Benefit Fee Formula Matrix:

Type of Business	Assessment Amount
Retailers and Restaurants	\$200
Service and Professional Businesses	\$100
* Personal Services (such as hair dressers, barbers, massage therapists, manicurists/pedicurists, etc.)	\$25
* Commercial Cannabis Businesses	\$1,000
Lodging	\$10 per room
Financial Institutions	\$500

* Commencing February 5, 2021

Business Type Definitions:

Retail and Restaurant: Businesses that buy and resell goods, examples are clothing stores, shoe stores, office supplies as well as businesses that sell prepared foods and drinks.

Service Businesses: Businesses that sell services. Examples are beauty and barber shops, repair shops, most automotive-oriented businesses, entertainment businesses such as theaters, etc.

Professional Businesses: Includes architects, engineers, attorneys, dentists, doctors, accountants, optometrists, realtors, insurance offices, mortgage brokers and most other businesses that require advanced and/or specialized licenses and/or advanced academic degrees.

1 Personal Services: Individuals/Businesses that have their own business license and rent
2 “stalls” or space within a building to provide personal services, such as hair dressers, barbers,
3 massage therapists, and manicurists/pedicurists.

3 Lodging: Includes renting rooms by the day or week to community visitors.

4 Financial Institutions: Includes banking and savings and loan institutions as well as credit
5 unions, etc.

6 Commercial Cannabis Business: Includes any retail or non-retail commercial operation that is
7 licensed under the city’s commercial cannabis ordinance.

8 **SECTION 3. EFFECTIVE DATE.** This ordinance shall be in full force and effect thirty (30)
9 days after its passage.

9 **SECTION 4. CERTIFICATION.** The City Clerk shall certify to the adoption of this
10 ordinance, and shall cause the same to be posted and codified in the manner required by law.

11 [SIGNATURES ON FOLLOWING PAGE]

12 **PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City
13 Council of the City of Suisun City, California, on this ___ day of 2021.

14
15 _____
16 Lori D. Wilson, Mayor

16 ATTEST:

17
18 _____
19 Donna Pock, CMC
20 Deputy City Clerk

21 APPROVED AS TO FORM
22 AND LEGAL CONTENT:

23
24 _____
25 Aleshire & Wynder, LLP
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CERTIFICATION

I, Donna Pock, Deputy City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on December 15, 2020 and passed and adopted at a regular meeting of said City Council held on _____, 2021, by the following vote:

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

WITNESS my hand and the seal of said City this _____ day of _____ 2021.

Donna Pock, CMC
Deputy City Clerk

EXHIBIT "A"

EXHIBIT A(3)

PROPOSED SUISUN CITY DOWNTOWN - WATERFRONT BUSINESS IMPROVEMENT DISTRICT (BID) BOUNDARY MAP



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3.40.050 - Establishment of benefit assessment.

All businesses, trades, and professions located within the district boundaries shown on Exhibit "A" shall, commencing on July first, 2003, pay an annual benefit assessment to the district in the following amounts:

District Assessment Formula
Proposed Benefit Fee Formula Matrix

	Zone A	Zone B	Zone C
Retailers and Restaurants	\$400	\$300	\$200
Service Businesses	\$300	\$200	\$150
Lodging	\$10 per room	\$10 per room	\$10 per room
Professional Businesses	\$200	\$150	\$100
Financial Institutions	\$500	\$500	\$500

Business type definitions:

Retail and restaurant: Businesses that buy and resell goods, examples are clothing stores, shoe stores, office supplies as well as businesses that sell prepared foods and drinks.

Service businesses: Businesses that sell services. Examples are beauty and barber shops, repair shops, most automotive-oriented businesses, entertainment businesses such as theaters, etc.

Lodging: Includes renting rooms by the day or week to community visitors.

Professional businesses: Includes architects, engineers, attorneys, dentists, doctors, accountants, optometrists, realtors, insurance offices, mortgage brokers and most other businesses that require advanced and/or specialized licenses and/or advanced academic degrees.

Financial institutions: Includes banking and savings and loan institutions as well as credit unions, etc.

(Ord. 667 § 1(part), 2003)

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ORDINANCE NO. 667

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, ADDING A CHAPTER TO THE SUISUN CITY MUNICIPAL CODE ESTABLISHING THE MAIN STREET-WATERFRONT BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, on February 4, 2003, the Suisun City Council, (the "City"), adopted Resolution No. 2003-03 (the "Resolution"), declaring its intention to establish a Parking and Business Improvement District (hereinafter referred to as the "District"), to levy a benefit assessment on all businesses, trades, professions, and vendors within said District, the proceeds of which shall be used for the public purposes herein described to benefit the businesses in the District, pursuant to the Parking and Business Improvement Area Law of 1989, Part 6 (commencing with Section 36500) of Division 18 of the California Streets and Highways Code (the "Act"); and,

WHEREAS, pursuant to the Act and the Resolution, City conducted a public hearing, after having given due notice thereof as required by law, on March 4, 2003, at 7:00 p.m., at Suisun City Hall, 701 Civic Center Blvd, Suisun City, CA 94585; and,

WHEREAS, said public hearing has been held and the City Council has heard and considered all oral and written protests and other comments regarding such proposed actions; and,

WHEREAS, protests in writing from businesses in the proposed District paying 50% or more of the proposed assessment have not been received; and,

WHEREAS, this City Council has now determined to establish the proposed District as a Parking and Business Improvement District, to provide for the imposition of a benefit assessment and to adopt an ordinance to such effect; and,

WHEREAS, in the opinion of this City Council, the businesses within the District will be benefited by the expenditure of the funds raised by the assessments levied hereby in the manner prescribed herein; and,

WHEREAS, this City Council may, for each of the purposes set forth in Section 36510 & 36513 of the Act, establish one or more separate benefit zones based upon the degree of benefit derived from the formation of the District, and may impose a tiered assessment or charge within each of the benefit zones; and,

WHEREAS, all provisions of the Act applicable to the establishment, modification, or disestablishment of a District shall apply to the establishment, modification, or disestablishment of benefit zones pursuant to the Act, and the establishment or the modification of any benefit zone shall follow the same procedure as provided for under the establishment of a Parking and Business Improvement District; and the disestablishment of a

1 benefit zone shall follow the same procedure as provide for disestablishment of a District;
2 and,

3 **WHEREAS**, upon the request of the BID Establishment Committee, this City Council
4 shall commence the proceedings required by law to amend the boundaries, assessments or
5 charges established pursuant to this Ordinance subject to approval of the Board of Directors
6 of the District as expressly provided for herein; said modifications being made pursuant to the
7 procedural requirements of the Act, but no assessment or charge shall be modified which
8 would impair the ability of the District to meet the obligations of a contract to construct or
9 operate physical improvements in the District; and,

10 **WHEREAS**, adjustments may be made in the assessments or charges to businesses in
11 the District, or in the uses to which the revenue shall be put, as specified in this Ordinance and
12 subject to Board approval, provided such changes are made by a supplemental Ordinance
13 adopted after a hearing before the City Council; and,

14 **WHEREAS**, for purposes of the assessments or charges to be imposed pursuant to
15 this Ordinance, this City Council may make a reasonable classification of businesses, giving
16 consideration to various factors, including general benefit to businesses and the degree of
17 benefit received from District programs; and,

18 **WHEREAS**, the assessments or charges levied on businesses pursuant to this
19 Ordinance shall, to the maximum extent feasible, be levied on the basis of the estimated
20 benefit to the businesses within the District.

21 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES
22 HEREBY ORDAIN AS FOLLOWS:**

23 **SECTION I.**

24 Title 3, Chapter 3.40 Sections 3.40.10 – 3.40.160, inclusive, of the Suisun City Code
25 are hereby added as follows:

26 **MAIN STREET-WATERFRONT BUSINESS IMPROVEMENT DISTRICT.**

27 3.40.10 **Resolution of Intention, Public Hearing and Findings.**

28 The Recitals hereof, which set forth facts regarding the adoption of Council
Resolutions, the conduct of public hearings and certain findings of the City
Council, are true and correct and incorporated herein by reference.

3.40.20 **Definitions.**

In order to distinguish between District businesses and for the purpose of
calculating and applying the amount of assessments owed, the following definitions
shall apply:

(a) Retail Businesses: "Retail Businesses" include all businesses not
covered by other definitions set out in this section, at least fifty percent (50%) of
whose gross income is derived from "retail sales" as that term is defined under the

1 California Sales and Use Tax Law. The fact that a substantial part of its business
2 consists of sales other than retail sales does not exclude said business from this
3 classification so long as such other business component does not account for more
4 than fifty percent (50%) of said business' gross income;

5 (b) Restaurants: "Restaurant" businesses include cafes, eating
6 establishments, sandwich shops, dinner houses, restaurants and fast food services
7 and other similar businesses;

8 (c) Sales and Service: "Sales and Service" businesses include businesses
9 that combine retail and product services. Examples are appliance stores, most
10 automotive-oriented businesses, repair shops, repairing and servicing businesses
11 and service stations. Other businesses of a general service-type nature such as
12 general office, news and advertising media, printers, renting and leasing businesses,
13 utilities, vending machine businesses, household finance companies, entertainment
14 businesses and other similar businesses not otherwise included in categories a, b, d,
15 e, f, or g are included in this section;

16 (d) Personal Care Salons: Includes beauty salons, barber shops, tanning
17 salons, etc.

18 (e) Lodging: "Lodging" businesses include inns, hotels, motels, RV Parks
19 and other similar businesses;

20 (f) Professional: "Professional" includes attorneys, architects, accountants,
21 engineers, surveyors, physicians, dentists, optometrists, chiropractors and others in
22 a medical / health service field, consultants, real estate brokers, financial advisors,
23 laboratories (including dental and optical), hearing aid services, artists,
24 photographers and designers.

25 (g) Financial: Banks, savings & loans, credit unions, etc.

26 (h) Calendar Year: "Calendar Year" means January 1st to and including
27 December 31st of the same year.

28 (i) Billing Period: "Billing Period" shall refer to the Fiscal Year period
beginning on July 1 and ending on June 30 of the following year.

3.40.30 Establishment of Boundaries.

A Parking and Business Improvement District is hereby established pursuant to the
Parking and Business Improvement Area Law of 1989, Streets and Highways Code
Section 36500 et seq. The boundaries of the District and the benefit zones within
the District shall be as set forth on Exhibit "A", attached hereto and incorporated
herein by reference. This District shall be known as the "MAIN STREET-
WATERFRONT BUSINESS IMPROVEMENT DISTRICT" (the "District").

3.40.40. Establishment of District Board of Directors.

There shall be a Board of Directors ("BID Board") of the District to administer the
affairs of the District. Said Board shall be constituted of businesses within the
District. Within the BID Board there shall be a President, Vice-President,
Secretary and Treasurer elected by the membership, and such other officers as
deemed necessary by the Board. Such other officers shall be appointed by the
Board of Directors at their discretion.

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3.40.50 Establishment of Benefit Assessment.
All businesses, trades, and professions located within the District boundaries shown on Exhibit "A" shall, commencing on July 1, 2003, pay an annual benefit assessment to the District in the following amounts:

DISTRICT ASSESSMENT FORMULA
Proposed Benefit Fee Formula Matrix:

	ZONE A	ZONE B	ZONE C
Retailers and Restaurants	\$400	\$300	\$200
Service Businesses	\$300	\$200	\$150
Lodging	\$ 10 per room	\$ 10 per room	\$ 10 per room
Professional Businesses	\$200	\$150	\$100
Financial Institutions	\$500	\$500	\$500

Business Type Definitions:

Retail and Restaurant: Businesses that buy and resell goods, examples are clothing stores, shoe stores, office supplies as well as businesses that sell prepared foods and drinks.

Service Businesses: Businesses that sell services. Examples are beauty and barber shops, repair shops, most automotive-oriented businesses, entertainment businesses such as theaters, etc.

Lodging: Includes renting rooms by the day or week to community visitors.

Professional Businesses: Includes Architects, Engineers, Attorneys, Dentists, Doctors, Accountants, Optometrists, Realtors, Insurance Offices, Mortgage Brokers and most other businesses that require advanced and/or specialized licenses and/or advanced academic degrees.

Financial Institutions: Includes banking and savings and loan institutions as well as credit unions, etc.

- 1 3.40.60 Purpose and Use of Benefit Assessments.
2 The types of improvements and activities proposed to be funded by the levy of
3 assessments on businesses in the District are as follows:
4 a. The acquisition, construction, installation, or maintenance of any tangible
5 property with an estimated useful life of five years or more including, but not
6 limited to, the following improvements:
7 (1) Benches;
8 (2) Trash receptacles;
9 (3) Decorations;
10 (4) Facade improvements;
11 (5) Permanent landscaping
12
13 b. Activities including but not limited to the following:
14 (1) promotion of public events which benefit businesses in the area and
15 which take place on or in public places within the area;
16 (2) Furnishing of music in any public place in the area;
17 (3) Activities which benefit businesses located and operating in the area,
18 including but not limited to commercial shopping and promotional
19 programs.
20
21 3.40.70 Exclusions From Benefit Assessment.
22 No person or business shall be required to pay an assessment based on: (a) a
23 residential use of the property within the District, or (b) a non-profit organization
24 as defined by Section 501 (C) (3) or (C) (6) of the Internal Revenue Service Code
25 located within the District.
26
27 3.40.80. New Business Assessment Waiver.
28 Any new business established within the District shall not be required to pay an
assessment for the Billing Period during which said business is initiated. The
business will have been considered initiated on the date of issuance of the business
license. This waiver shall not apply to an existing business that has changed
ownership or location within the District. City agrees to supply the BID Board
with timely information regarding new businesses initiated within the District.
- 3.40.90. Collection of Benefit Assessment.
The benefit assessment authorized by this Ordinance for SUISUN CITY businesses
(Section 3.40.50 hereof), shall be billed and collected each Fiscal Year on July 1.
City will bill and collect the assessments, at no charge to the District and forward
all funds collected to the BID Board within 30 days of said collections.
- 3.40.100 Voluntary Contributions to District.
Contributions to the District shall be permitted on a voluntary basis. The
boundaries of the District shall not be modified as a result of the contribution, nor
shall said contributing business be considered a member of the District for voting

1 or other purposes. However, said business making a voluntary contribution may be
2 entitled to participate in the programs of the District upon a finding by the BID
3 Board that the District derives a benefit from said business' participation in the
4 program.

5 3.40.110 Annual Budget Process.

6 Pursuant to the Act, it shall be necessary for the BID Board to present an annual
7 budget for City Council review and approval prior to the beginning of each Fiscal
8 Year. The purpose of this process is to comply with the Act provisions regarding
9 public notice and hearing prior to establishing the benefit assessments for the
10 following Fiscal Year. City shall not adopt, modify or otherwise amend any Fiscal
11 Year budget of the District that is inconsistent in any way with said Fiscal Year's
12 budget as agreed to and presented by the BID Board except in the case of a written
13 majority protest (regarding elimination or modification of any specific budget item)
14 from business owners which will pay 50% or more of the assessments proposed to
15 be levied as to any specific budget item pursuant to GC Section 36525 (b). In such
16 case the written protest regarding any specific budget item shall be grounds to
17 eliminate or modify said expenditure from the District's proposed budget pursuant
18 to the written protest.

19 3.40.120 Decisions Regarding Expenditure of Funds.

20 As provided for within the guidelines of SB 1424, decisions of the BID Board
21 regarding expenditure of all funds generated under this program shall be final.

22 3.40.130 District Proceeds Do Not Offset City Services.

23 City specifically finds and declares that the funds derived from the District shall not
24 be used to offset or diminish current maintenance, capital improvement programs,
25 including but not limited to, public property and sidewalk cleaning, street cleaning
26 and maintenance, tree maintenance, restroom cleaning and maintenance. The City
27 declares its intent to provide at least the same level and standard of maintenance
28 and repair of public property within the District providing City funds are available
from year to year.

3.40.140 Disestablishment of the District.

Proceedings to disestablish the District shall be initiated by the City Council
following the presentation of a petition to the City Council signed by business
owners paying 50% or more of the assessments levied in the District. Proceedings
to disestablish the District shall follow the procedures set forth in GC Section
36550. The City Council shall disestablish the District if, following the public
hearing prescribed in Section 36550 (b), written protests are not withdrawn as to
reduce the protests below the 50% level. In the event of disestablishment of the
District, remaining revenues of the District shall be refunded to paying business
owners in a pro-rata manner calculated in the same manner as was used to establish
the most recent assessments applied in the District.

3.40.150

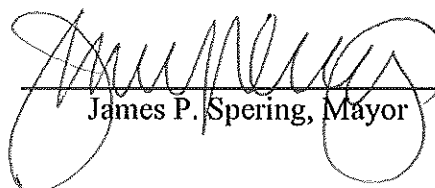
If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance, it being expressly declared that this ordinance and each section, subsection, clause and phrase hereof would have been prepared, proposed, adopted, approved and ratified irrespective of the fact that any one or more other sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

3.40.160 Effective date of Ordinance

The ordinance shall take effect upon the thirty-first (31st) day after its final passage.

SECTION II. NOTICE OF PUBLICATION

This ordinance shall be posted in two (2) public places within the City prescribed by ordinance within fifteen (15) days after its passage and published in the local newspaper of general circulation within the City.


James P. Spring, Mayor

CERTIFICATION

I, Linda Hobson, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was regularly introduced at a meeting of the said City Council held on Tuesday, March 4, 2003 and regularly passed and adopted at a regular meeting of said City Council held on Tuesday, March 18, 2003 by the following vote:

AYES: Council Members: Day, Sanchez, Segala, Ventura, Sperring
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None

WITNESS my hand and the seal of said City this 18th day of March 2003.


Linda Hobson, City Clerk

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SUISUN CITY DOWNTOWN BID LEVY ASSESSMENTS

DECEMBER 15, 2020



Reauthorize District and Assessment

- State law requires a Public Hearing to amend the levy of assessments
- City Clerk has not received any written or verbal protests against the assessment





District Board Recommendations

- Waive 2020 District assessments
- Eliminate separate zone fees and have one fee schedule
- **Add/expand the following categories**
 - **Cannabis**
 - **Beauty, nail salons, massage businesses, and barber shops**



Assessments for 2020

Type of Business	Assessment Amount
Retailers and Restaurants	\$0
Service and Professional Businesses	\$0
Lodging	\$0
Financial Institutions	\$0



Assessments for 2021

Type of Business	Assessment Amount
Retailers and Restaurants	\$200
Service and Professional Businesses	\$100
Lodging	\$10 per room
Financial Institutions	\$500



Recommended Assessments for 2021

Type of Business	Assessment Amount
Retailers and Restaurants	\$200
Service and Professional Businesses	\$100
Lodging	\$10 per room
Financial Institutions	\$500
Personal Services (such as hair dressers, barbers, massage therapists, manicurists, etc)	\$25
Commercial Cannabis Businesses	\$1,000



Staff Recommendation #1

A 1 Council Conduct a Public Hearing to receive any protests against renewal of the District or the assessment; and

A 2 Council Adopt Resolution No. 2020-__ : Amending the Assessment Levy for the Suisun City Historic Waterfront Business Improvement District ;



Staff Recommendation #2

If previous recommendations pass:

B 1 Council Conduct a Public Hearing on Amending

Ordinance 667

B 2 Council Adopt Resolution No. 2020-__: Repealing and Replacing Section 3.40.050 (Establishment of Benefit Assessment) of Chapter 3.40 (Main Street – Waterfront Business Improvement District) of Title 3 (Revenue and Finance) of the Suisun City Code.

AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

CITY AGENDA ITEM: PUBLIC HEARING: Shryne Group Inc. Commercial Cannabis Business Permit, Site Plan/Architectural Review Permit, Cannabis Business Zone, and Development Agreement.

- A. Council adoption of Resolution No. 2020-___: Approving a Commercial Cannabis Business Permit and Site Plan/Architectural Review Permit, for SGI Suisun LLC dba Authentic 707 for a Type 10 Retail Cannabis Dispensary License and Type 11 Distribution License at 521 Railroad Avenue.
- B. Council Introduce and Waive Reading of Ordinance No. ___: An Ordinance of the City Council of the City of Suisun City, California Amending the Suisun City Zoning Map to Establish a Cannabis Business Zone for Assessor’s Parcel Number: 0037-080-060.
- C. Council Introduce and Waive Reading of Ordinance No. ___: An Ordinance of the City Council of the City of Suisun City, California Approving a Development Agreement for with SGI Suisun LLC dba Authentic 707 at 521 Railroad Avenue.

FISCAL IMPACT: These types of uses can generate significant general fund tax dollars for a local jurisdiction because of paying specific cannabis taxes. The proposed use will pay the city’s cannabis tax (7% of gross receipts and \$2 per square foot per year – Retail Dispensary and 5% and \$5 per square foot per year – Distribution). Since this will be a new location it is difficult to anticipate the amount the City will receive, but it should at least be several hundred thousand dollars per year.

STRATEGIC PLAN IMPACT: Develop Sustainable Economy.

BACKGROUND: 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.

PREPARED BY:
APPROVED BY:

John Kearns, Senior Planner
Greg Folsom, City Manager

- 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.
- June 16, 2020 – City Council discussion and direction regarding application submitted through the city’s first Request for Applications (RFA) process.

As a result of the direction provided by the City Council on June 16 (unanimous direction to work with the Shryne Group), staff began working with the Shryne Group in preparing a package for Planning Commission and City Council consideration including a development agreement and establishment of a Cannabis Business Zone.

At the November 10 Planning Commission meeting, the Commission recommended City Council approval of both the Commercial Cannabis Business Permit and Cannabis Business Zone by a vote of 6-0. As a part of their recommendation, the Planning Commission included the following amendments to the proposed development agreement (and was agreed to by the applicant):

- Instead of the collecting the tax on the first of every month, the operator would pay quarterly, and the tax would be due the 15th of the month after the quarter ends.
- The enforcement of late payment of the tax was tied back to Section 3.44.050 of the City Code which already includes enforcement provisions.

The above recommended amendments are shown in tracked changes format in Attachment 1.

STAFF REPORT: SGI Suisun LLC dba Authentic 707 (Shryne Group, Inc.) intends to operate a Type 10 Storefront Retailer License with delivery services in addition to a Type 11 Distributor license. Both licenses are to be operated out of the same property located at 521 Railroad Ave, Suisun City, CA 94585. The Retailer license will be operated out of the main building with frontage along Railroad Avenue. The Distributor license and the Delivery portion will be operated out of the back warehouse that does not have frontage along any road. The Retailer license is a direct-to-consumer operation while the Distributor license is a business-to-business operation. The Distributor license permits the retrieval of goods from a licensed cultivator, manufacturer, or other distributor and also authorizes the testing of products by a licensed third-party laboratory. Upon a completed passing inspection, products may then be transported to another licensed distributor for resale or direct to licensed retailers for final sale to consumers.

The project proposes a retail storefront of 3,661 square feet fronting onto Railroad Avenue and a warehouse building of 5,000 square feet for distribution toward the rear of the property. The site is proposed to include 28 vehicular parking spaces. Ingress onto the property would be taken from Railroad Avenue with egress out onto Worley Road. This will allow a consistent flow of customers and a simple internal circulation pattern. Significant care has been taken to make only necessary changes which enhance the site layout.

Commercial Cannabis Business Permit

Per Section 18.49.080, all commercial cannabis operations require a Commercial Cannabis Business Permit (CCBP) subject to review of the Planning Commission and approval of the City Council. Section 18.49.150 sets forth the “General Operating Standards and Restrictions” that each permit is to abide by. Further Sections 18.49.060 (Retail Storefront) and 18.49.070 (Distribution)

set forth more specific standards and restrictions relative to the type of business being operated. Staff reviewed the application submittal and feel the application is consistent with each of these standards.

If approved, the CCBP is required to be renewed annually subject to a ministerial review.

Required Findings for Commercial Cannabis Business Permit

1. The establishment, maintenance, and operation of the use or building applied for has been found to be in conformity with the General Plan for the City regarding circulation, population densities and distribution, design, and/or other aspects of the General Plan considered by the Development Services Director to be pertinent. The proposed use is commercial in nature and the existing building on-site will be utilized to carry out the proposed business.
2. Adequate utilities, access roads, pedestrian and bicycle access, drainage, parking, and/or other necessary facilities have been or are being provided. The site has direct access to existing utilities and is located at the intersection of two existing roadways (Railroad Avenue and Worley Road).
3. The applicant has demonstrated that such use will not 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. Care has been taken by staff to develop conditions of approval that keep the residents of the community and nearby neighborhood in mind. The projects frontage is well-landscaped and the specific hours of operation will be incorporated into the operation of the permit.
4. That the proposed use conforms with all relevant federal, state, and local laws and regulations. The permit has been considered with all federal, state and local laws in mind including the Section 18.49 of the Suisun City Code.

Cannabis Business Zone

Per Sections 18.49.060 and 18.49.070, cannabis operations other than a retail storefront are required to be located in a Cannabis Business Zone (CBZ). A CBZ is a zoning overlay that is put on top of an existing parcel(s) of land which retains the underlying zoning district but adds the flexibility of operating cannabis businesses other than a retail storefront. Due to the complexity of a CBZ, a development agreement is required which sets forth specific parameters in which the business is to operate including when taxes are due to the City and certain timelines in which actions will take place.

Required Findings for Cannabis Business Zone

1. Subsequent to the filing of the Project Applications, the City performed an 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). The site utilizes existing buildings on-site with no additional square footage or floor area proposed. Access will be taken from Railroad Avenue and existing on Worley Road. Additionally, the hours of operation will remain consistent with those of a typical commercial business in the subject zoning district.

2. The Cannabis Business Zone consists of a single parcel totaling 1.41 acres and is appropriately zoned as Commercial Services and Fabricating to allow for Cannabis Business Zone overlay district. Section 18.49.060 clearly lays out how such a district can be established. In this case, the operation of the distribution license required the formation of such a district.
3. The establishment of a Cannabis Business Zone on this property is not within 600 feet of a school, day care center, or youth center. The site is located approximately 1,400 feet from Grange Middle School in Fairfield which has been found to be the closest school to the site.
4. The subject property is not located within 1,000 feet of an established Cannabis Business Zone. This is the first Cannabis Business Zone within the City of Suisun City thus it is not within 1,000 feet of another such district.

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 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 Planning Commission made no changes to the conditions.

Require Findings for the Development Agreement

1. The 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 the 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. The 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 of the Agreement.

General Plan and Zoning

General Plan

The General Plan emphasizes economic development by “enhancing the City’s long-term fiscal sustainability” [Goal ED-4], for example. The establishment of these uses is expected to generate substantial tax revenues for the city as the retail dispensary will pay a 7% tax on gross receipts and \$2 per square foot while the distribution use will pay 5% on gross receipts and \$5 per square foot.

Zoning

In 2018, the City established its 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 Vice-Mayor Wanda Williams and Councilmember Anthony Adams was formed to work through any remaining issues and move the program forward. During this process, the Ad Hoc wanted to make amendments to the code to do a number of things including expanding the total number of retail dispensaries from 1 to 3 and increase the allowable zoning districts certain activities would be allowed to operate within. This culminated in the adoption of Ordinance No. 768 in March of this year. As mentioned above, the formation of the overlay zone or CBZ would allow the combination of activities that the applicant is requesting.

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).

RECOMMENDATION: It is recommended that the City Council:

1. Open the Public Hearing.
2. Take Public comment.
3. Close the Public Hearing.
4. Adopt Resolution No. 2020-___; Approving a Commercial Cannabis Business Permit and Site Plan/Architectural Review Permit, for SGI Suisun LLC dba Authentic 707 for a Type 10 Retail Cannabis Dispensary License and Type 11 Distribution License at 521 Railroad Avenue.
5. Introduce and Waive Reading of Ordinance No.: An Ordinance of the City Council of the City of Suisun City, California Amending the Suisun City Zoning Map to Establish a Cannabis Business Zone for Assessor’s Parcel Number: 0037-080-060.

6. Introduce and Waive Reading of Ordinance No. ____: An Ordinance of the City Council of the City of Suisun City, California Approving a Development Agreement for with SGI Suisun LLC dba Authentic 707 at 521 Railroad Avenue.

ATTACHMENTS:

1. Resolution No. 2020-____; Approving a Commercial Cannabis Business Permit and Site Plan/Architectural Review Permit, for SGI Suisun LLC dba Authentic 707 for a Type 10 Retail Cannabis Dispensary License and Type 11 Distribution License at 521 Railroad Avenue.
2. Ordinance No. ____; An Ordinance of the City Council of the City of Suisun City, California Amending the Suisun City Zoning Map to Establish a Cannabis Business Zone for Assessor's Parcel Number: 0037-080-060.
3. Ordinance No. ____: An Ordinance of the City Council of the City of Suisun City, California Approving a Development Agreement for with SGI Suisun LLC dba Authentic 707 at 521 Railroad Avenue.
4. Shryne Group – Retail Storefront Application (Due to the size of this attachment it is not included in the packet. However, it can be found online at https://www.suisun.com/wp-content/files/Suisun_City_Council_Agenda_December_15_2020_Attachment_4.pdf or in the City Clerk's Office).
5. Ordinance No. 768.
6. PowerPoint Presentation.

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING A COMMERCIAL CANNABIS BUSINESS PERMIT AND SITE PLAN/ARCHITECTURAL REVIEW PERMIT, FOR SGI SUISUN LLC DBA AUTHENTIC 707 FOR A TYPE 10 RETAIL CANNABIS DISPENSARY LICENSE AND TYPE 11 DISTRIBUTION LICENSE AT 521 RAILROAD AVENUE.

WHEREAS, SGI Suisun LLC dba Authentic 707 (Applicant) is the owner of that certain property located at 521 Railroad Ave, Suisun City, CA 94585, APN 0037-080-060 (the “Property”), and intends to operate a Type 10 Storefront Retailer License with Delivery Services, and a Type 11 Distributor License at the Property; and

WHEREAS, pursuant to Section 18.49.060 the Suisun City Municipal Code, “[n]o 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)]”; and

WHEREAS, pursuant to Section 18.49.070 of the Suisun City Municipal Code, “[e]ach 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”; and

WHEREAS, Applicant has filed applications for a Development Agreement, a Site Plan-Architectural Review Permit, a Commercial Cannabis Business Permit, and a Commercial Business Zone overlay for the development of cannabis uses Type 10 Storefront Retailer License with Delivery Services, and a Type 11 Distributor License at the Property; and

WHEREAS, at the June 16, 2020 meeting, the City Council of the City of Suisun City directed staff to work with SGI Suisun LLC dba Authentic 707; and

WHEREAS, on November 10, 2020, the Planning Commission recommended City Council approval of both the Commercial Cannabis Business Permit and Site Plan/Architectural Review Permit through the passage of Resolution PC20-07; and

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

WHEREAS, a notice of public hearing was published in the Daily Republic on December 2, 2020; and

WHEREAS, a report by City Staff including the proposed site plan (Exhibit A) was presented and made a part of the record at the December 15, 2020 City Council Public Hearing; and

WHEREAS, the City Council of the City of Suisun City conducted on December 15, 2020, a properly noticed public hearing pursuant to Government Code Section 65090 and has considered all written and verbal testimony presented during the hearing.

1 **NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun
2 City does hereby approve a Commercial Cannabis Business Permit and Site Plan/Architectural
3 Review Permit for a Type 10 License and Type 11 Distribution License at 521 Railroad Avenue
4 subject to the following findings:

5 A. The above Recitals are true and correct, material to the adoption of this Resolution, and
6 are incorporated herein by reference.

7 B. Subsequent to the filing of the Project Applications, the City performed an
8 environmental assessment pursuant to the requirements of the California Environmental
9 Quality Act (California Public Resources Code section 21000, *et seq.*) and the
10 Guidelines thereunder (14 California Code of Regulations section 15000, *et seq.*)
11 (collectively, “CEQA”), and determined the Project Approvals were subject to
12 exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing
13 Facilities). The site utilizes to existing buildings on-site with no additional square
14 footage or floor area proposed. Access will be taken from Railroad Avenue and existing
15 on Worley Road. Additionally, the hours of operation will remain consistent with those
16 of a typical commercial business in the subject zoning district.

17 C. The City Council approves the Commercial Cannabis Business Permit for a Type 10
18 License and Type 11 Distribution License at 521 Railroad Avenue and makes the
19 following findings based on the application submitted:

20 1. The establishment, maintenance, and operation of the use or building applied for
21 has been found to be in conformity with the General Plan for the City regarding
22 circulation, population densities and distribution, design, and/or other aspects of
23 the General Plan considered by the Development Services Director to be
24 pertinent. The proposed use is commercial in nature and the existing building
25 on-site will be utilized to carry out the proposed business.

26 2. Adequate utilities, access roads, pedestrian and bicycle access, drainage,
27 parking, and/or other necessary facilities have been or are being provided. The
28 site has direct access to existing utilities and is located at the intersection of two
existing roadways (Railroad Avenue and Worley Road).

 3. The applicant has demonstrated that such use will not 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. Care has been taken by staff
to develop conditions of approval that keep the residents of the community and
nearby neighborhood in mind. The projects frontage is well-landscaped and the
specific hours of operation will be incorporated into the operation of the permit.

 4. The proposed use conforms with all relevant federal, state, and local laws and
regulations. The permit has been considered with all federal, state and local laws
in mind including the Section 18.49 of the Suisun City Code.

 D. The City Council approves the Site Plan/Architectural Review Permit for the project
located at 521 Railroad Avenue and makes the following findings based on the
application submitted:

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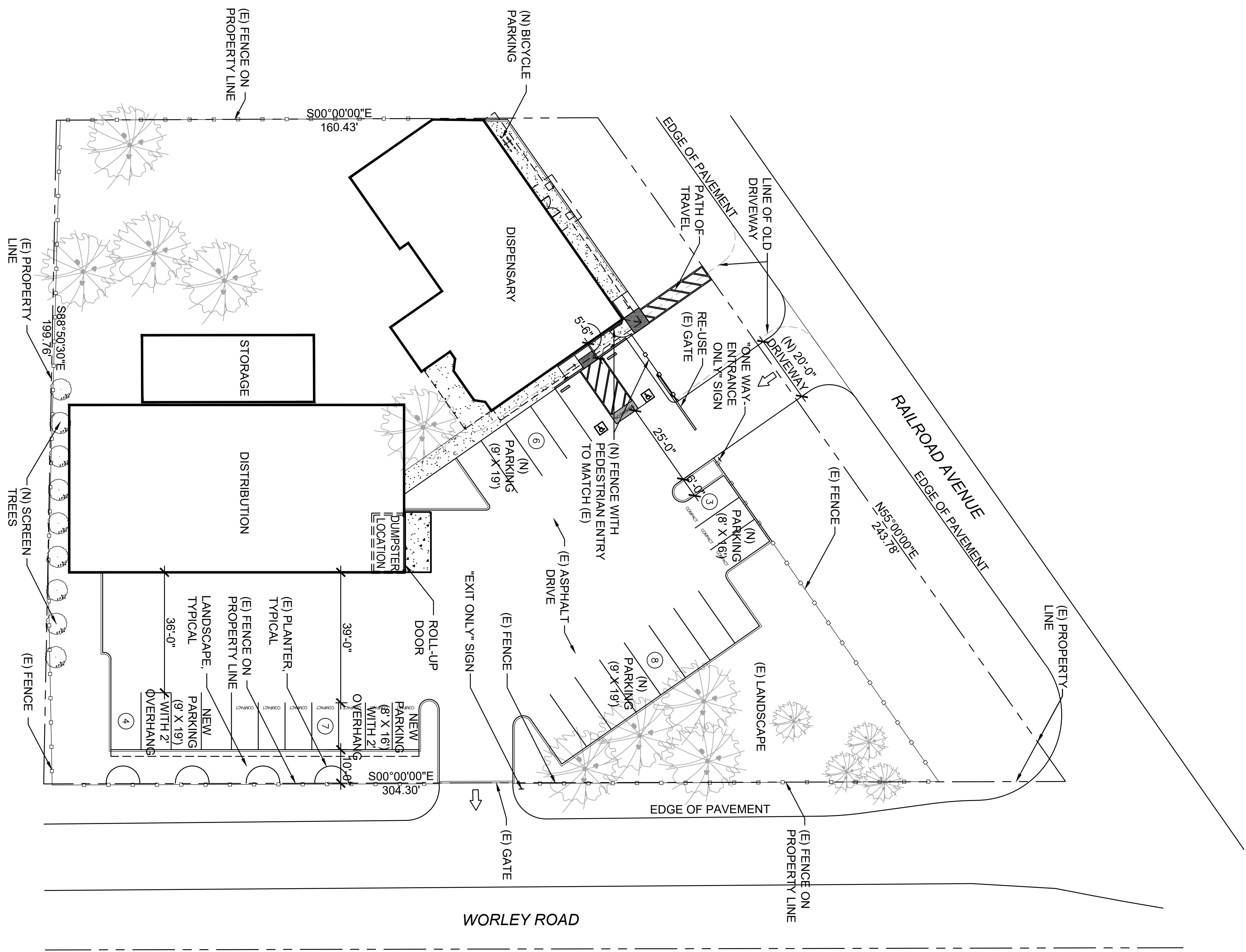
- 1. The establishment of the project is consistent with Title 18 of the Suisun City Code. Review of the application against Title 18 of the Suisun City Code (specifically Section 18.49) with the inclusion of the conditions of approval has been found consistent with the City’s zoning regulations.
- 2. The project is consistent with the city’s Development Guidelines for Architecture and Site Planning document. The project was properly conditioned to be consistent with this document. The site will take access from Railroad Avenue and exit on Worley Road. Additional landscape has been provided on the frontage and toward the rear of the site to provide proper screening/buffering.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 15th day of December 2020 by the following vote:

AYES: Council Members: _____
NOES: Council Members: _____
ABSENT: Council Members: _____
ABSTAIN: Council Members: _____

WITNESS my hand and the seal of said City this 15th day of December 2020.

 Anita Skinner
 City Clerk



SITE PLAN
SCALE: 1" = 20'-0"

SITE DATA

APN:	0037-080-060
ZONING:	CSF (COMMERCIAL SERVICES & FABRICATING)
SITE AREA:	46,320 S.F. (1.41 AC.)
BUILDING AREA:	
DISPENSARY	3,661 S.F.
DISTRIBUTION	5,000 S.F.
DELIVERY	1,028 S.F.
TOTAL BUILDING AREA	9,689 S.F.
COVERAGE	20.9%
PARKING REQUIRED:	
RETAIL AT 1/200 S.F. (3,661 S.F.)	18 SPACES
DELIVERY AT 1/300 S.F. (1,028 S.F.)	4 SPACES
DISTRIBUTION AT 1/1,000 S.F. (5,000 S.F.)	5 SPACES
TOTAL PARKING REQUIRED	27 SPACES
PARKING PROVIDED:	
ACCESSIBLE	2 SPACES
STANDARD (9'x19')	16 SPACES
COMPACT (8'x16')	10 SPACES
TOTAL PARKING PROVIDED	28 SPACES
BICYCLE PARKING AT 5% (30 SPACES) = 2 REQUIRED	



TOM WILSON ARCHITECT, INC.
920 First Street, Suite 202
Berkeley, CA 94710
Tel: (707) 747-1231
www.tw-architects.com



AUTHENTIC 707
521 RAILROAD AVENUE
SUISUN CITY, CALIFORNIA

DATE:	09-15-2020
REV. NO.	REV. DATE

SITE PLAN

X - 23

JOB NO.: NSE13

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA AMENDING THE SUISUN CITY ZONING MAP TO ESTABLISH A CANNABIS BUSINESS ZONE FOR ASSESSOR’S PARCEL NUMBER: 0037-080-060.

WHEREAS, SGI Suisun LLC dba Authentic 707 (Applicant) is the owner of that certain property located at 521 Railroad Ave, Suisun City, CA 94585, APN 0037-080-060 (the “Property”), and intends to operate a Type 10 Storefront Retailer License with Delivery Services, and a Type 11 Distributor License at the Property; and

WHEREAS, pursuant to Section 18.49.060 the Suisun City Municipal Code, “[n]o 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)]”; and

WHEREAS, pursuant to Section 18.49.070 of the Suisun City Municipal Code, “[e]ach 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”; and

WHEREAS, Applicant has filed applications for a Development Agreement, a Site Plan-Architectural Review Permit, a Commercial Cannabis Business Permit, and a Commercial Business Zone overlay for the development of cannabis uses Type 10 Storefront Retailer License with Delivery Services, and a Type 11 Distributor License at the Property; and

WHEREAS, at the June 16, 2020 meeting, the City Council of the City of Suisun City directed staff to work with SGI Suisun LLC dba Authentic 707; and

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

WHEREAS, the Planning Commission held a Public Hearing on November 10, 2020 and at that meeting recommended the City Council approve and adopt the submitted Cannabis Business Zone; and

WHEREAS, the City Council held a Public Hearing on December 15, 2020 and took all public comments offered at that meeting.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES ORDAIN AS FOLLOWS:

1. The Recitals above are true and correct, material to the adoption of this Ordinance, and are incorporated herein by reference,
2. Subsequent to the filing of the Project Applications, the City performed an 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

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determined the Project Approvals were subject to exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities). The site utilizes to existing buildings on-site with no additional square footage or floor area proposed. Access will be taken from Railroad Avenue and existing on Worley Road. Additionally, the hours of operation will remain consistent with those of a typical commercial business in the subject zoning district.

- 3. The Cannabis Business Zone consists of a single parcel (APN 0037-080-060 – attached as Exhibit A) totaling 1.41 acres and is appropriately zoned as Commercial Services and Fabricating to allow for Cannabis Business Zone overlay district. Section 18.49.060 clearly lays out how such a district can be established. In this case, the operation of the distribution license required the formation of such a district.
- 4. The establishment of a Cannabis Business Zone on this property is not within 600 feet of a school, day care center, or youth center. The site is located approximately 1,400 feet from Grange Middle School in Fairfield which has been found to be the closest school to the site.
- 5. The subject property is not located within 1,000 feet of an established Cannabis Business Zone. This is the first Cannabis Business Zone within the City of Suisun City thus it is not within 1,000 feet of another such district.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this 5th day of January 2021.

Lori D. Wilson, Mayor

ATTEST:

Anita Skinner,
City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

Aleshire & Wynder, LLP

1 **CERTIFICATION**

2 I, Anita Skinner, Deputy City Clerk of the City of Suisun City and ex-officio Clerk of
3 the City Council of said City, do hereby certify that the above and foregoing ordinance was
4 introduced at a regular meeting of the said City Council held on December 15, 2020 and passed
and adopted at a regular meeting of said City Council held on January 5, 2021, by the following
vote:

5	AYES:	Councilmembers:	_____
6	NOES:	Councilmembers:	_____
7	ABSENT:	Councilmembers:	_____
7	ABSTAIN:	Councilmembers:	_____

8 **WITNESS** my hand and the seal of said City this 5th day of January 2021.

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Anita Skinner,
City Clerk

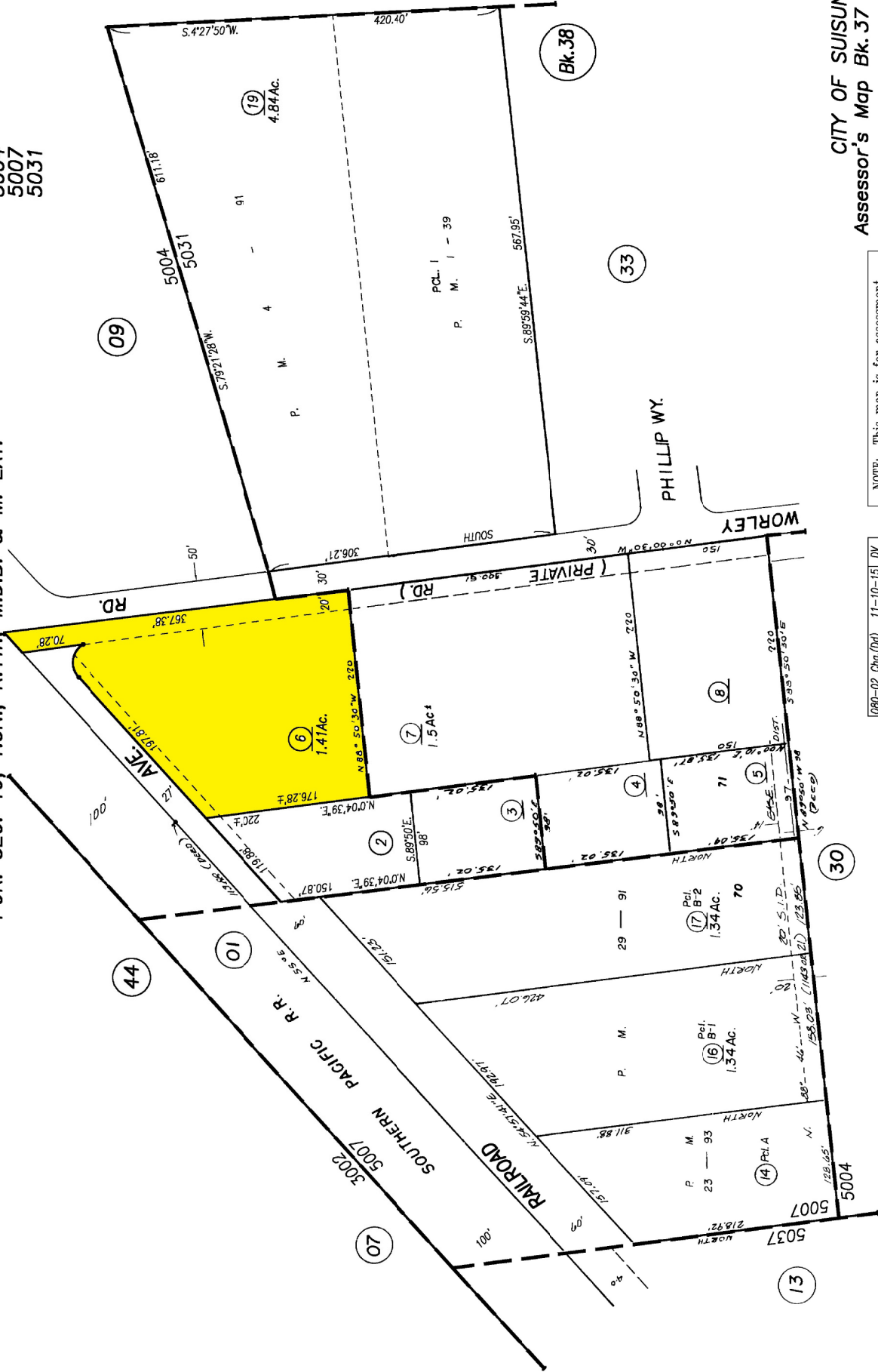
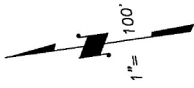
CANNABIS BUSINESS ZONE -



POR. LOT 37, RANCHO TOLENAS
POR. SEC. 19, T.5N., R.1W., M.D.B. & M. EXT.

Tax Area Code
5004
5007
5031

37-08



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

REVISION	DATE	BY
080-02 Chg.(0d)	11-10-15	DV
080-06 Chg.(0d)	9-1-15	DV
SSE 07-005	12-11-06	DV
080-19 (0d)	10-25-04	SE

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

Item 17
Attachment 2
CITY OF SUISUN
Assessor's Map Bk. 37 Pg. 08
County of Solano, Calif.
16-17

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF SUISUN CITY APPROVING A DEVELOPMENT
AGREEMENT FOR SGI SUISUN LLC DBA AUTHENTIC
707 AT 521 RAILROAD AVENUE**

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WHEREAS, pursuant to Section 65864 through 65869.5 of the California Government Code, 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; and

WHEREAS, SGI Suisun LLC dba Authentic 707 (Applicant) is the owner of that certain property located at 521 Railroad Ave, Suisun City, CA 94585, APN 0037-080-060 (the “Property”), and intends to operate a Type 10 Storefront Retailer License with Delivery Services, and a Type 11 Distributor License at the Property; and

WHEREAS, pursuant to Section 18.49.060 the Suisun City Municipal Code, “[n]o 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)]”; and

WHEREAS, pursuant to Section 18.49.070 of the Suisun City Municipal Code, “[e]ach 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”; and

WHEREAS, Applicant has filed applications for a Development Agreement, a Site Plan-Architectural Review Permit, a Commercial Cannabis Business Permit, and a Commercial Business Zone overlay for the development of cannabis uses Type 10 Storefront Retailer License with Delivery Services, and a Type 11 Distributor License at the Property; and

WHEREAS, at the June 16, 2020 meeting, the City Council of the City of Suisun City directed staff to work with SGI Suisun LLC dba Authentic 707; and

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

WHEREAS, the Planning Commission held a Public Hearing on November 10, 2020 and at that meeting recommended the City Council approve and adopt the submitted Development Agreement for the project; and

WHEREAS, a notice of public hearing was published in the Daily Republic on December 2, 2020; and

WHEREAS, the City Council held a Public Hearing on December 15, 2020, considered all the evidence submitted, and took all public comments offered at that meeting.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES ORDAIN AS FOLLOWS:

1 **Section 1.** The Recitals above are true and correct and material to the adoption of
this Ordinance, and are incorporated herein by reference.

2 **Section 2.** Based on the evidence provided in the staff report, all evidence presented
3 at the public hearing, and all oral and documentary evidence submitted as part of the record in
4 this matter, including all evidence submitted at the public hearing, the City Council hereby
5 approves the Development Agreement (“Agreement”) with SGI Suisun LLC dba Authentic
6 707, attached hereto as Attachment 1 and incorporated herein by reference, and makes the
7 following findings:

- 8 1. The Agreement furthers the public health, safety and general welfare, and that the
9 provisions of this Agreement are consistent with the goals and policies of the 2035
10 Suisun City General Plan and any applicable Specific Plan. For the reasons recited
11 herein, the City and Developer have determined that the Project is a development
12 for which this Agreement is appropriate.
- 13 2. The provisions of the Agreement, including the uses and activities authorized herein,
14 are compatible with the uses authorized in, and the regulations prescribed for, the
15 zoning district and area in which the Property is located, and will not adversely
16 affect the orderly development of property or the preservation of property values in
17 the City.
- 18 3. The Agreement will be beneficial to the residents of the City so as to promote the
19 health, safety and welfare of City residents. Such benefits may arise from, without
20 limitation, direct creation of new jobs, creation of ancillary and related jobs,
21 contributions toward the construction of key infrastructure projects, contributions of
22 revenue to the City to support key community priorities, or other measures as
23 proposed by the Developer and determined appropriate by the City.
- 24 4. This Agreement will not be not detrimental to the public health, safety, or general
25 welfare.
- 26 5. This Agreement complies with the California Environmental Quality Act.
27 Subsequent to the filing of the Project Applications, the City performed an
28 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).
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 of the Development Agreement.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this 5th day of January 2021.

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Lori D. Wilson, Mayor

ATTEST:

Anita Skinner
City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

Anthony R. Taylor, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION

I, Anita Skinner, Deputy City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on December 15, 2020 and passed and adopted at a regular meeting of said City Council held on January 5, 2021, by the following vote:

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

WITNESS my hand and the seal of said City this 5th day of January 2021.

Anita Skinner
City Clerk

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AND WHEN RECORDED MAIL TO:

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

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DEVELOPMENT AGREEMENT

by and between

**THE CITY OF SUISUN CITY
a municipal corporation**

and

**SGI SUISUN LLC dba AUTHENTIC 707
a California Corporation**

DEVELOPMENT AGREEMENT

This Development Agreement (the “**Agreement**”) is made on _____, 2020, 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 _SGI Suisun LLC dba Authentic 707, a limited liability company (the “**Developer**”). City and Developer may be referred to, individually or collectively, as “**Party**” or “**Parties**.”

RECITALS

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 521 Railroad Ave, Suisun City, CA 94585, APN 0037-080-060 (the “**Property**”), and intends to operate a Type 10 Storefront Retailer License with Delivery Services, and a Type 11 Distributor License at the Property.

C. Pursuant to Section 18.49.060 the Suisun City Municipal Code, “[n]o 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, “[e]ach 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, and a Type 11 Distributor License (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 and distribution center 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 as of the Adoption Date of this Agreement for the duration of the Term with respect to the Property and the Project; 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 not 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.
- 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**”).
- O. On _____, 2020, 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**”).

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 and Type 11 cannabis business at the Property. The Type 10 shall be a Storefront Retailer with Delivery Services, and the Type 11 shall be a Distributor. The Retailer business will be operated out of the main building with frontage along Railroad Avenue. The Distributor business and the Delivery portion will be operated out of the back warehouse that does not have frontage along any road. The Retailer business is a direct-to-consumer operation while the Distributor business is a business-to-business operation. The Distributor License permits the retrieval of goods from a licensed cultivator, manufacturer, or other distributor and also authorizes the testing of products by a licensed third party laboratory. Upon a completed passing inspection, products may then be transported to another licensed distributor for resale or direct to licensed retailers for final sale to consumers.

1.2 Existing Structures. Developer shall utilize the existing structures on the Property, subject to any improvements deemed necessary for the operation of the Retail and Distribution businesses. The Retail business shall operate as a storefront of 3,661 square feet out of the structure facing Railroad Avenue. The Distribution business shall operate out of the 5,000 square foot structure in the back of the Property, and shall not be accessible by the public.

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 or in the Property Area.

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 2 (two) 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 approval by the City Council.

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) a reduction in the parking ratio requirements for the Project under consistent with the Suisun City Municipal Code, provided that (i) the reduction does not exceed 10% (ten percent) of the Code requirement, and (ii) the reduction is approved by the City Manager, which approval shall not be unreasonably withheld or denied; or (c) 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 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 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.

3.6 Timing of Development. The Project must be operational no later than the expiration of the first two-year Term.

3.7 No Obligation to Develop Type 11, Distribution, business. Nothing in this Agreement is intended, should be construed nor shall require Developer to proceed with the construction of any improvements in the Property relating to the operation of a Type 11, Distribution, business. The decision to proceed or to forbear or delay in proceeding with the implementation or any improvements on the Property for the Type 11 business shall be in the sole discretion of Developer.

3.8 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.

3.9 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 15 of every year-, pay the City the following Cannabis Taxes: (i) Type 10, Retail: \$2.00 per square foot of space utilized for commercial cannabis activities; and (ii) Type 11, Distribution: \$5.00 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) ~~On the first of each month, Developer shall~~ pay the City the following Cannabis Taxes on a quarterly basis: (i) Type 10, Retail: 7% of the Proceeds from commercial cannabis activities; and (ii) Type 11, Distribution: 5% of the Proceeds from commercial cannabis activities. Payment shall be remitted no later than the 15th day of the month following the quarter for which the tax is remitted. At the same time as Developer remits its ~~monthly~~ quarterly Cannabis Taxes, it shall remit an accurate accounting of that ~~month's~~ quarters Proceeds. If the ~~first~~ fifteenth of the month 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 the ~~first 15th~~ of the month.

(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 3,661 square feet for Type 10, Retail. Developer may use up to 5,000 square feet for Type 11, Distribution, at Developer's discretion. In the event Developer increases or decreases the space utilized for commercial cannabis activities of either business, 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 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.

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; Audit.

6.2.2.1 ~~Annual Square Footage Cannabis Tax~~ Late Payment Penalties. Penalties for late remittance of cannabis business taxes pursuant to 6.2.1.1, above, shall be imposed in accordance with Section 3.44.050 of the Suisun City Municipal Code. 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.~~

~~6.2.2.2 Monthly 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 month'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.~~

6.2.2.23 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.

6.2.3 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 action or other proceeding is instituted by a third party or parties, other governmental entity or official challenging the validity of any provision of this Agreement (collectively, a "**Third Party Action**"), 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 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**" collectively 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 Approvals, 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 Approvals, 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 and each of its officers, officials, employees, consultants, attorneys, agents and volunteers (“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 a cannabis operations; 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, and/or (iii) any other entitlements or approvals by the City to operate the Developer’s commercial cannabis business. 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 City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers 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 or any of its officers, officials, employees, consultants, attorneys, agents, or volunteers 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 City or any of its officers, officials, employees, agents or volunteers.

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 and each of its officers, officials, employees, consultants, attorneys, agents and volunteers 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 the City or any of its officers, officials, employees, consultants, attorneys, agents or authorized volunteers.

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) either (i) 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 and \$2,000,000 general aggregate.

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 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 rendered 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.

”Person” means an individual, partnership, firm, association, corporation, 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: City Manager
701 Civic Center Drive
Suisun City, CA 94585

and to:

Aleshire & Wynder, LLP
Attn: Anthony Taylor, City Attorney
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
email: ataylor@awattorneys.com

If to Developer:

Email:

and to

Email:

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 Exactions related to the Project. In the alternative, upon request by the City, Developer i) agrees to join a Landscape and Lighting District or annex to the same; and ii) agrees to become part of a Community Facility District, 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”

“DEVELOPER”

CITY OF SUISUN CITY,
a municipal corporation

_____,
a California Corporation

By: _____
Lori Wilson, Mayor
_____, 2020

By: _____
Name:
Its:
_____, 2020

ATTEST:

Linda Hobson, City Clerk

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.

APPROVED AS TO FORM:

Anthony R. Taylor
City Attorney

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 _____, 2020 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

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	NUMBER OF PAGES
<input type="checkbox"/> <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> OTHER _____	_____

SIGNER IS REPRESENTING:

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

EXHIBIT "A"

PROPERTY (red property lines)

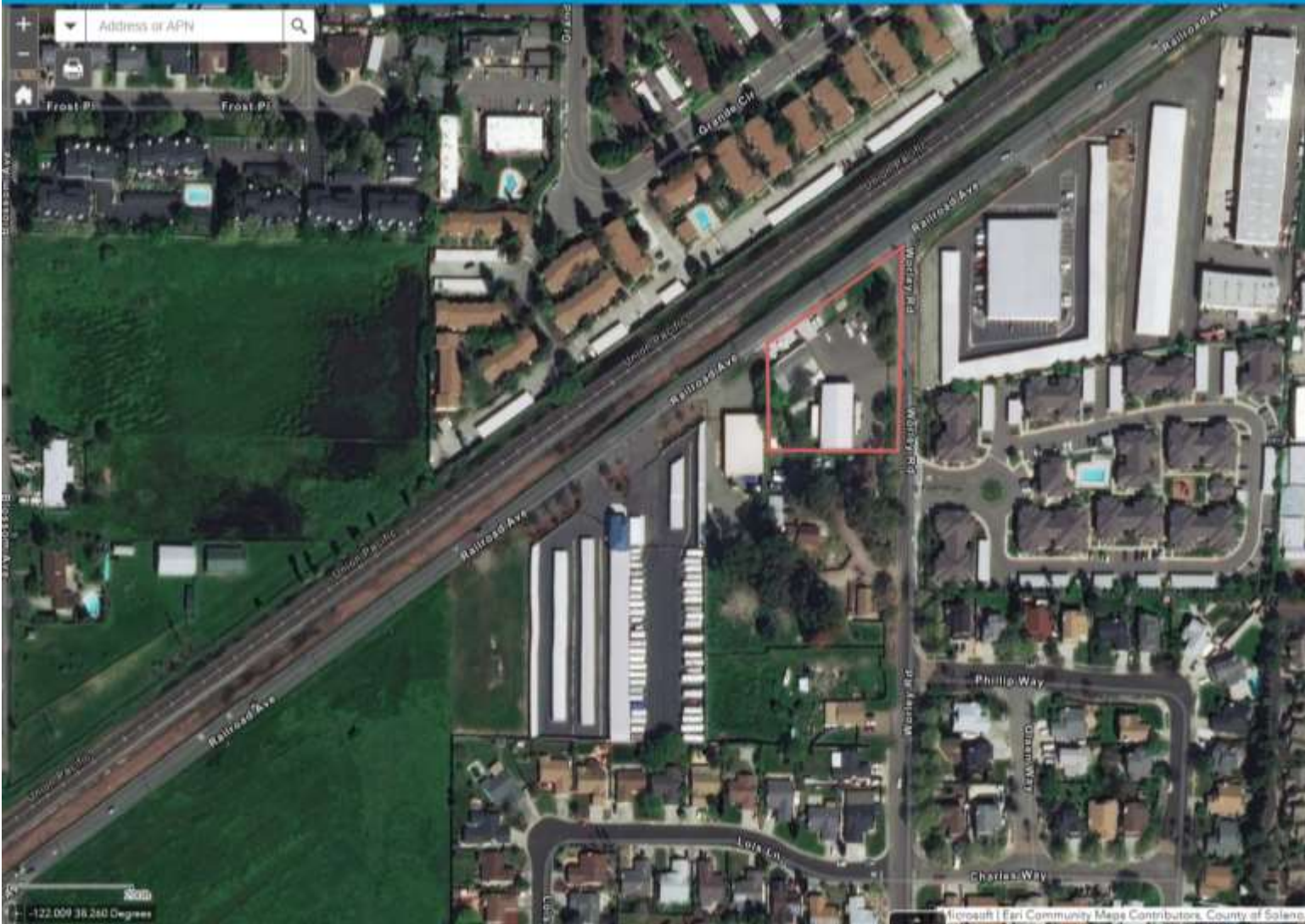


EXHIBIT "B"

PROPERTY LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Solano, City of Suisun City, described as follows:

Beginning at a point on the Easterly line of Lot 71, said point being in the center of a 40 foot public road and being North 0°00'30" West 450.00 feet from the Southeast corner of Lot 71, as shown on that certain map entitled: "Locke Paddon Colony No. 4", filed for record October 11, 1912 in Book 4 of Maps, Page 13, Solano County Records; and from said point of beginning proceeding North 0°00'30" West 367.38 feet to the Northeast corner of said Lot 71; thence along the North line of Lot 71, said line being also the Southeasterly line of right of way of the Southern Pacific Railroad company, South 55°00' West 268.00 feet to a point; thence South 0°00'30" East 209.26 feet to a point that is distant North 0°00'30" West 450.00 feet from the Southerly line of said Lot 71; thence parallel to the Southerly line of Lot 71, South 50°30' East 220.00 feet to the point of beginning.

Excepting therefrom that portion of said land lying within the bounds of private roads as shown on said map.

Also excepting therefrom that portion thereof conveyed to the City of Suisun City in grant deed recorded

September 1, 2015, Instrument No. 201500079523, Official Records.
APN: 0037-080-060

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 Type 10 Retailer cannabis licenses 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. Developer shall obtain a Type 11 Distributor license prior to commencing such operations, which may be at a later date, as determined by Developer.

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.
- P-8 A total of nine trees shall be planted along the south property line adjacent to the nearest single-family resident to act as a buffer between the properties.

PUBLIC WORKS

- PW-1 Developer intends to make limited frontage improvements and parking improvements, pursuant to an Improvement Plan.
- PW-2 All work performed shall conform to these Conditions of Approval 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 inspections to ensure conformance. Any deviation shall require review and written approval by the City Engineer. Deviations or exceptions to the design requirements 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 Developer 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 Developer 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, Republic Services garbage trucks and commercial trucks.
- PW-7 The Developer 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 The Developer shall pay Suisun-Solano Water Authority (SSWA) plan check and inspection fees within 30 calendar days upon receipt of invoice from the Solano Irrigation District (SID) if applicable. The invoice will be for actual expenses incurred by SSWA for providing plan checking and inspection services for the project.
- PW-9 Developer shall submit his Faithful Performance Bond and Labor & Materials Bond

prior to the approval of Improvement Plans. Developer shall submit his One-Year Warranty Bond prior to the City's acceptance of the improvements. The amounts of the Faithful Performance Bond and Labor & Materials Bond shall each be 100% the cost estimate of the civil improvements, while the amount of the One-Year Warranty Bond shall be 20% of the cost estimate of the civil improvements.

- PW-10 The Developer shall obtain all necessary permits from all applicable agencies prior to start of construction.
- PW-11 The Developer agrees to dedicate right-of-way (the "Dedication") by Final Map or approved instrument prepared by the Developer. The Dedication required of the project along the Railroad Avenue frontage shall create the total ultimate 60-foot road right-of-way, measured from the existing right-of-way line on the northerly side of Railroad Avenue to the south side of the road. The current road right-of-way width is 27 feet, and the right-of-way dedication required of the project is 33 feet or to a point no closer than 10 feet from the existing building.
- PW-12 Debris dumpsters to be used on the 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 Developer, 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 Developer shall have a superintendent present at all times at the job site. Superintendent shall provide the quality control for the Developer; respond to the City's concerns; coordinate inspections with the City Inspector; make construction decisions on behalf of the Developer; and coordinate work of the Developer's subcontractors.
- PW-15 A sign shall be posted on the Property in a manner consistent with the all sign requirements, and shall identify the address and phone number of the Developer and/or Developer's representative for the purposes of responding to questions and complaints during the construction period. The sign shall also indicate the hours of permissible construction work, as required by Suisun City Municipal Code Section 15.04.075.
- PW-16 Prior to start of construction, a privacy screen fence shall be installed and affixed to the existing perimeter fence, and shall be maintained around the perimeter of the lot for the duration of the project construction. The lot and surrounding area shall be kept clear of all trash, weeds, and unusable construction material throughout the construction activity. All construction supplies and equipment shall be stored on the Property.
- PW-18 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 Developer's expense.
- PW-19 Any relocation or modification of any existing facilities necessary to accommodate the Project shall be at Developer's expense. It shall be the responsibility of the Developer to

coordinate all necessary utility relocations with the appropriate utility company.

- PW-20 Any existing frontage or street improvements, which in the opinion of the City Engineer, are currently damaged or become damaged as a part of the work shall be removed and replaced as required to the current City Standards, or as directed. Prior to start of construction, Developer shall perform a walk-through with Public Works Department staff and take date-stamped photos of existing conditions.
- PW-21 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-22 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 including implementing recommended construction and post-construction Best Management Practices (BMPS).
- PW-23 No structures such as trees and building foundations shall be installed within easements. Civil and landscape plan sheets shall show the easements.
- PW-24 The Developer shall install a trash enclosure that is in compliance with Detail SW-3 of the City's Stormwater C.3 Guidebook, or the Developer shall provide a location for the trash receptacles located within the existing building. If exterior trash enclosures are provided, the drive aisle pavement sections between driveways and trash enclosures shall be designed to accommodate garbage truck traffic. There shall be a concrete slab that extends 10 feet from the front of the enclosure. The slab shall be a minimum of 6 inches of reinforced concrete over 6 inches of Class II aggregate base compacted to 95% relative compaction. The trash enclosure shall be installed by the northeast corner of the proposed distribution building or another location as approved by Republic Services and the City Engineer. If the trash receptacles are planned to be stored inside of the building, the location must adhere to all building codes and a written service plan shall be provided and approved by the City refuse service provider, Building Official and the City Engineer prior to issuance of the Certificate of Occupancy.
- PW-25 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-26 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-27 Dust control shall be in conformance with Section 15.12.320 of the Suisun City Municipal Code.
- PW-28 Street sweeping shall be regularly performed during the construction phase such that no evidence of tracking dirt shall be present on the public street.
- PW-29 Landscaping and irrigation shall comply with the City's water efficient landscaping ordinance.
- PW-30 Project improvements shall comply with the requirements of the Americans with Disabilities Act.

- PW-31 Drive aisles in the parking lot shall be a minimum of 25 feet wide.
- PW-32 The Developer shall submit for City review and approval a parking lot lighting, signage, and striping plan.
- PW-33 The project shall re-establish and cleanout the existing natural ditch along the west side of Worley Road fronting the project site as approved by the City Engineer.
- PW-34 The exit-only project driveway on Worley Road shall be controlled by a STOP sign, bar and legend. The project driveways shall have entrance only and exit only signage including arrow directional pavement markings. Moreover, driveways shall comply with the City requirements for a commercial driveway.
- PW-35 The driveway on Worley Road shall be an exit only driveway, while the driveway on Railroad Avenue shall be an entrance only driveway. Any deviation must be approved by the City Engineer.
- PW-36 The project shall utilize the existing frontage improvements as a paved eastbound deceleration driveway taper to the proposed entrance-only driveway on Railroad Avenue. Striping and signage improvements shall be utilized to restrict parking on the property frontage on Railroad Avenue. including cross striping the area in front of the building to reinforce the no parking area adjacent to the driveway taper.
- PW-37 No on-street parking shall be permitted on Railroad Avenue upon substantial completion of the right-of-way construction at 500 block Railroad Avenue, or Worley Road. The project shall post No Parking signs along Worley Avenue frontage and Railroad Avenue upon substantial completion of the right-of-way construction and prior to issuance of the Certificate of Occupancy
- PW-38 The Improvement Plans shall include any necessary street signage and pavement markings and striping along the project frontages. All pavement markings and striping shall be thermoplastic or as required by City Engineer.
- PW-39 Prior to the issuance of Certificate of Occupancy, the Developer shall submit to the Public Works Department “as-built” Improvement Plans in PDF format.

FIRE SAFETY

- FD-1 Emergency Vehicle Access- Maneuverability into and around the parking area must meet minimum requirements regarding turning radius, as determined by the Suisun City Fire Department.
- FD-2 Security Gates- The security gates located at Railroad avenue and Blossom avenue shall have a means of emergency operation approved by the SCFD, from the street side, including in the event of power loss, as required by the 2019 California Fire Code, Section 503.6 Security Gates. The SCFD recommends Knox Gate & Key Switch operation as this would comply with multiple other gated businesses in the City.
- FD-3 Key Boxes – SCFD emergency access to or within the structures is necessary and shall be provided with key boxes installed at approved locations.

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.

ORDINANCE NO. 768

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SUISUN CITY, CALIFORNIA, AMENDING CHAPTER 18.49
(CANNABIS REGULATORY PROGRAM) OF THE SUISUN CITY
CODE TO REGULATE COMMERCIAL CANNABIS OPERATIONS
AND PERSONAL CANNABIS CULTIVATION IN THE CITY OF
SUISUN CITY, AND FINDING AN EXEMPTION FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

WHEREAS, in 1996 California voters approved Proposition 215, the Compassionate Use Act (“CUA”), codified as Health and Safety Code §11362.5, to exempt certain patients and their primary caregivers from criminal liability under state law for the possession and cultivation of cannabis for medical purposes; and

WHEREAS, in 2003 the California legislature enacted Senate Bill 420, the Medical Marijuana Program Act (“MMPA”), codified as Health & Safety Code §§ 11362.7, *et seq.*, and as later amended, to clarify the scope of the Compassionate Use Act of 1996 relating to the possession and cultivation of cannabis for medical purposes, and to authorize local governing bodies to adopt and enforce laws consistent with its provisions; and

WHEREAS, in 2015, the State of California adopted AB 266, AB 243, and SB 643, collectively referred to as the Medical Cannabis Regulation and Safety Act (“MCRSA”), which established a comprehensive regulatory and licensing scheme for commercial medical cannabis operations; and

WHEREAS, at the November 8, 2016 general election, the Control, Regulate and Tax Adult Use of Marijuana Act (“AUMA”) was approved by California voters as Proposition 64, which established a comprehensive regulatory and licensing scheme for commercial recreational (adult-use) cannabis operations, and which also legalized limited personal recreational cannabis use, possession, and cultivation; and

WHEREAS, on June 27, 2017, Governor Brown signed Senate Bill 94, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), which merged the regulatory regimes of the MCRSA and the AUMA; and

WHEREAS, pursuant to the MAUCRSA, the State of California began issuing licenses late 2017 and early 2018 for both medical and adult-use cannabis businesses in over 20 different categories, which are found in Business & Professions Code § 26050 and the regulations promulgated pursuant thereto, and which categories include cannabis cultivator, manufacturer, testing, retailer, distributor, and microbusiness; and

WHEREAS, the MAUCRSA, at Business & Professions Code § 26200(a)(1), provides that local jurisdictions may completely prohibit the establishment or operation of any or all of the different medical and recreational business operations to be licensed by the state under Business & Professions Code § 26050; and

1 **WHEREAS**, the MAUCRSA, at Business & Professions Code § 26055(d), provides
2 that a State commercial cannabis license may not be issued to an applicant whose operations
would violate the provisions of any local ordinance or regulation; and

3 **WHEREAS**, the MAUCRSA, at Business & Professions Code Section 26200(a)(1),
4 provides that local jurisdictions may adopt and enforce local ordinances to regulate any or all
5 of the 20 different medical and recreational business operations to be licensed by the state
under Business & Professions Code Section 26050, including, but not limited to, local zoning
and land use requirements; and

6 **WHEREAS**, the MAUCRSA, at Business & Professions Code Section 26201, provides
7 that any standards, requirements, and regulations regarding health and safety, environmental
8 protection, testing, security, food safety, and worker protections established by the state for the
9 different medical and recreational business operations to be licensed by the state under Business
& Professions Code Section 26050, shall be the minimum standards, and a local jurisdiction
may establish additional standards, requirements, and regulations; and

10 **WHEREAS**, the AUMA, Health & Safety Code § 11362.1(a)(3), makes it lawful for
11 any person 21 years of age or older to “[p]ossess, plant, cultivate, harvest, dry, or process not
12 more than six living cannabis plants and possess the cannabis produced by the plants”; and

13 **WHEREAS**, the AUMA, Health & Safety Code § 11362.2(b), explicitly allows a city
14 to “enact and enforce reasonable regulations to reasonably regulate” the cultivation of cannabis
15 permitted under Health & Safety Code § 11362.1(a)(3), so long as the city does not completely
prohibit the cultivation of up to six plants; and

16 **WHEREAS**, on November 16, 2017, the California Bureau of Cannabis Control
17 (“BCC”), Department of Food and Agriculture (“CDFA”), and Department of Public Health
18 (CDPH”) released proposed emergency regulations pursuant to the MAUCRSA, which specify
the process and requirements for obtaining state licenses to engage in all types of commercial
medicinal and adult-use cannabis activities in the State of California (“Regulations”); and

19 **WHEREAS**, the Regulations establish multiple new state license classifications,
20 additional to those specified in Business & Professions Code § 26050, including one for “Non-
21 Storefront Retailers,” or commercial cannabis operations which conduct sales of cannabis
solely by delivery; and

22 **WHEREAS**, the Regulations were submitted to the State Office of Administrative Law
23 (“OAL”) for review on November 28, 2017, and were subject to a public comment period that
24 ended on December 4, 2017; and

25 **WHEREAS**, the Regulations were approved by the OAL on December 7, 2017; and

26 **WHEREAS**, the BCC began accepting applications for temporary state licenses for
27 commercial cannabis retailers, distributors, microbusinesses, testing laboratories, and cannabis
events in December, 2017, and is now accepting annual state licenses for such activities; and

1 **WHEREAS**, the CDPH began accepting applications for temporary state licenses for
2 commercial cannabis manufacturers in December, 2017, and is now accepting applications for
annual state licenses for such activities; and

3 **WHEREAS**, the CDFA began accepting applications for temporary state licenses for
4 commercial cannabis cultivators, nurseries and processors in December, 2017, and is now
accepting applications for annual state licenses for such activities; and

5 **WHEREAS**, the City of Suisun City (“City”) is a general law city and a political
6 subdivision of the State of California; and

7 **WHEREAS**, Article XI, Section 7 of the California Constitution grants the City
8 authority to make and enforce all local, police, sanitary, and other ordinances and regulations
not in conflict with general laws.

9 **WHEREAS**, the City Council of Suisun City now desires to permit and regulate various
10 types of commercial medicinal and adult-use cannabis activities, and to prohibit others, within
the City of Suisun City; and

11 **WHEREAS**, pursuant to the above-described express statutory authority and the City’s
12 police power, the City now desires to regulate all commercial cannabis activities (whether not-
13 for-profit or for-profit) that may otherwise be permitted by the State of California under the
AUMA and the MAUCRSA, by adding a new Chapter 18.49 (“Cannabis Regulatory Program”)
14 to the Suisun City Code to regulate commercial medicinal and adult-use cannabis activities and
the cultivation of cannabis for personal use; and

15 **WHEREAS**, this ordinance is enacted, consistent with the CUA, MCRSA,
16 MAUCRSA, AUMA and all other applicable state laws, to protect the health, safety, and
welfare of the public in relation to commercial medicinal and adult-use cannabis activities and
17 to cultivation of cannabis for personal use; and

18 **WHEREAS**, the City Council finds that this Ordinance is not subject to the California
19 Environmental Quality Act (“CEQA”), pursuant to both Section 26055(h) of the Business &
Professions Code and Section 15061(b)(3) of the CEQA Guidelines; and

20 **WHEREAS**, nothing in this Ordinance shall be construed to allow any person to engage
21 in conduct that endangers others or causes a public nuisance; and

22 **WHEREAS**, in November of 2017, the City adopted Ordinance No. 745, which added
23 Chapter 5.42 (“Marijuana Uses and Activities Prohibited”) to the Suisun City Code to prohibit
all commercial cannabis activities in the City, and which provided that it shall expire on July 1,
24 2018; and

25 **WHEREAS**, Chapter 18.59 (“Prohibited Businesses”) of the Suisun City Code
26 prohibits the establishment and operation of businesses involving the cultivation, sale,
delivery or distribution of cannabis other than personal cultivation and use of cannabis for
27 medicinal purposes as permitted by the Compassionate Use Act of 1996 (“CUA”) and the
AUMA; and

28 **WHEREAS**, the subject matter of Suisun City Code Chapters 5.42 and 18.59 is
superseded by this Ordinance, and the City Council therefore sees fit to repeal Chapters 5.42

1 and 18.59 of the Suisun City Code in their entirety in order to avoid conflicts and
inconsistencies in the Suisun City Code; and

2 **WHEREAS**, the Planning Commission of the City of Suisun City did hold a duly
3 noticed public hearing on April 30, 2018 and, following discussion, consideration and public
4 comment, voted 6-0 (one absent) in favor of recommending that the City Council adopt this
Ordinance; and

5 **WHEREAS**, all legal pre-requisites to adoption of this Ordinance have occurred; and

6 **WHEREAS**, nothing in this Ordinance shall be construed to allow any person to
engage in conduct that endangers others or causes a public nuisance.

7 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY,**
8 **CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

9 **SECTION 1. THE CITY COUNCIL OF THE CITY OF SUISUN CITY**
10 **HEREBY MAKES THE FOLLOWING FINDINGS:**

- 11 A. The recitals set forth above are all true and correct and are incorporated herein.
- 12 B. The regulation of, and prohibitions on, commercial cannabis activities
13 established by this ordinance are necessary to protect the public health, safety
14 and welfare, and are enacted pursuant to the authority granted to the City of
Suisun City by state law.
- 15 C. The regulations of personal cultivation of cannabis established by this Ordinance
16 are reasonable and necessary to protect the public health, safety and welfare, and
17 are enacted pursuant to the authority granted to the City of Suisun City by state
law.

18 **SECTION 2. A new Chapter 18.49, "CANNABIS REGULATORY**
19 **PROGRAM," is hereby added to the SUISUN City Code to read in its entirety as**

20 **SECTION 3. follows:**

21 **Chapter 18.49 CANNABIS REGULATORY PROGRAM**

- 22 Section 18.49.010 Purpose and Intent.
- 23 Section 18.49.020 Definitions.
- 24 Section 18.49.030 Commercial Cannabis Operations Prohibited without Permit.
- 25 Section 18.49.040 Prohibited Types of Commercial Cannabis Operations.
- 26 Section 18.49.050 Permitted Types of Commercial Cannabis Operations.
- 27 Section 18.49.060 Cannabis Business Zone; Establishment and Criteria.
- 28 Section 18.49.070 Cannabis Business Zone Development Agreements.
- Section 18.49.080 Commercial Cannabis Business Permit Required for All
Commercial Cannabis Operations.
- Section 18.49.090 Application for Commercial Cannabis Business Permit.
- Section 18.49.100 Director Review of Application for Commercial Cannabis
Business Permit.

1	Section 18.49.110	Planning Commission Review of Application for Commercial Cannabis Business Permit.
2	Section 18.49.120	City Council Review of Application for Commercial Cannabis Business Permit.
3	Section 18.49.130	Continuing Obligations of Commercial Cannabis Operations.
4	Section 18.49.140	Renewal of Commercial Cannabis Business Permit.
5	Section 18.49.150	General Operating Standards and Restrictions.
6	Section 18.49.160	Commercial Cannabis Retailer (Storefront and Non-Storefront): Establishment, Operating Standards and Restrictions.
7	Section 18.49.170	Commercial Cannabis Distribution Operating Standards and Restrictions.
8	Section 18.49.180	Commercial Cannabis Manufacturing Operating Standards and Restrictions.
9	Section 18.49.190	Commercial Cannabis Testing Operating Standards and Restrictions.
10	Section 18.49.200	Commercial Cannabis Cultivation Operating Standards and Restrictions.
11	Section 18.49.210	Application Fees.
12	Section 18.49.220	Commercial Cannabis Business Permit Suspension and Revocation.
13	Section 18.49.230	Cultivation of Cannabis for Personal Use.
14	Section 18.49.240	Administration.
15	Section 18.49.250	Violations and Penalties.
16	Section 18.49.260	Prohibitions.
17	Section 18.49.270	Nonconforming Use.

Section 18.49.010 Purpose and Intent.

The purpose and intent of this chapter is to protect and promote the public health, safety and welfare of residents and visitors of the City by establishing a comprehensive set of regulations and prohibitions regarding various types of commercial medicinal and adult-use cannabis activities and the cultivation of cannabis for personal use in the City, in a manner that is consistent with the Compassionate Use Act of 1996, the Medical Marijuana Program Act of 2003, the Medical Cannabis Regulation and Safety Act of 2015, the Adult-Use of Marijuana Act of 2016, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and other applicable state laws governing cannabis activities.

Section 18.49.020 Definitions.

As used in this chapter, the following words and phrases shall have the following meanings:

- A. "Adult-use" (or non-medicinal) refers to an activity involving cannabis or cannabis products that is restricted to adults 21 years of age and over and who do not possess physician's recommendations, in contrast to activities involving medicinal cannabis or medicinal cannabis products.

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- B. “Applicant” means a person applying for any City permit or approval pursuant to this chapter.
- C. “Application” means an application for a commercial cannabis business permit pursuant to this chapter.
- D. “Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
- E. “Cannabis Business Zone” or “CBZ” refers to an overlay zoning designation that is intended to facilitate the use and development of property for commercial cannabis activities on non-residential-zoned land within the City, subject to section 18.49.060 and other applicable provisions of this chapter.
- F. “Cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this chapter. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health & Safety Code, or a drug, as defined by Section 109925 of the Health & Safety Code.
- G. “Cannabis products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.
- H. “CDTFA” means the California Department of Tax and Fee Administration, formerly known as the Board of Equalization.
- I. “City Manager” means the City Manager of the City of Suisun City, or his or her designee(s).
- J. “Commercial cannabis activity” or “commercial cannabis operation” includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale (including retail and wholesale) of cannabis and cannabis products, except cultivation and possession of cannabis for personal use as set forth in this chapter or as preempted by state law.

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- K. “Commercial cannabis business permit” means a permit issued by the City pursuant to this Chapter which authorizes the permittee to operate a specific type of commercial cannabis operation in the City subject to the requirements of this chapter, state law, and the specific terms and conditions of the permit.
- L. “Consumption cafe/lounge,” for the onsite retail sale and consumption of cannabis or cannabis products.
- M. “CSF” means the City’s Commercial Services Fabrication Zone.
- N. “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading or trimming of cannabis.
- O. “Cultivation site” means a location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of these activities occurs.
- P. “Day care center” means, as the term is understood in Business & Professions Code Section 26001(o), as may be amended, any child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities, and school age child care centers.
- Q. “Delivery” means the commercial transfer of cannabis or cannabis products to a customer, and includes the use by a retailer of any technology platform.
- R. “Director” means the City Manager of the City of Suisun City, or his or her designee(s).
- S. “Distribution” means the procurement, sale and transport of cannabis and cannabis products between persons possessing state licenses.
- T. “Employee” means any person, whether paid or unpaid, who provides regular labor or regular services for a commercial cannabis operation, including, but not limited to, at the location of a commercial cannabis operation. The term “employee” includes managers and owners as used in this chapter.
- U. “Extraction” means the process of obtaining cannabis concentrates from cannabis plants, including but not limited to through the use of solvents such as butane, alcohol or carbon dioxide.
- V. “Ground lease” means a real property lease whereby the lessee is authorized to undertake significant development or make significant improvements to the leased property.
- W. “Indoor,” in the context of cultivation, refers to cultivation using exclusively artificial lighting and no natural lighting.

- 1 X. "License" or "State license" means a State of California commercial cannabis
2 operation license, as provided for in Division 10 of the Business and Professions
3 Code (and attendant state regulations), and as may be amended.
- 4 Y. "Live scan" means a system for inkless electronic fingerprinting and the automated
5 background check developed by the California Department of Justice (DOJ) which
6 involves digitizing fingerprints and electronically transmitting the fingerprint image
7 data along with personal descriptor information to computers at the DOJ for
8 completion of a criminal record check; or such other comparable inkless electronic
9 fingerprinting and automated background check process as determined by the City
10 Council.
- 11 Z. "Manager" means an employee responsible for management and/or supervision of
12 a commercial cannabis operation or its employees.
- 13 AA. "Manufacture" means to compound, blend, extract, infuse, or otherwise make or
14 prepare a cannabis product.
- 15 BB. "Manufacturer" means a licensee that conducts the production, preparation,
16 propagation, or compounding of cannabis or cannabis products either directly or
17 indirectly or by extraction methods, or independently by means of chemical
18 synthesis, or by a combination of extraction and chemical synthesis at a fixed
19 location that packages or repackages cannabis or cannabis products or labels or re-
20 labels its container; "Manufacturer" includes the activity of manufacturing.
- 21 CC. "Medicinal cannabis" or "medicinal cannabis product" means cannabis or a
22 cannabis product used in compliance with state law for medical/medicinal purposes,
23 pursuant to the Compassionate Use Act (Health and Safety Code § 11362.5), the
24 Medical Marijuana Program Act (Health and Safety Code §§ 11362.7, et seq.), and
25 the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Business and
26 Professions Code §§ 26000, et seq.).
- 27 DD. "Minor" means a person under twenty-one (21) years of age.
- 28 EE. "Mixed-light" refers to cultivation using a combination of natural and supplemental
artificial lighting.
- FF. "Non-storefront retailer" means a retailer operating pursuant to a Type 9 State
license and which engages in the retail sale of cannabis and cannabis products
exclusively by delivery.
- GG. "Owner" means an owner of a commercial cannabis operation.
- HH. "Person" includes any individual, firm, partnership, joint venture, association,
corporation, limited liability company, estate, trust, business trust, receiver,

1 syndicate, or any other group or combination acting as a unit, and includes the plural
2 as well as the singular.

3 II. "Physician's recommendation" means a determination from a physician that a
4 patient's medicinal cannabis use is deemed appropriate and is recommended by the
5 physician on the basis of the physician has determined that the patient's health
6 would benefit from the use of cannabis in the treatment of cancer, anorexia, AIDS,
7 chronic pain, spasticity, glaucoma, arthritis, migraine, or any other illness for which
8 cannabis provides relief, in strict accordance with the Compassionate Use Act of
9 1996 (Proposition 215), and as understood by Section 11362.5 of the Health and
10 Safety Code.

11 JJ. "Premises" means the designated structure or structures and the surrounding land
12 that is owned, leased, or otherwise held under the control of an applicant or permittee
13 where commercial cannabis activity will be or is conducted.

14 KK. "Primary caregiver" has the same meaning as in Section 11362.7 of the Health
15 and Safety Code, as may be amended.

16 LL. "Private residence" has the same meaning as in 11362.2(b)(5) of the Health and
17 Safety Code, as may be amended, which provides that private residence "means a
18 house, an apartment unit, a mobile home, or other similar dwelling."

19 MM. "Qualified patient" has the same meaning as in Section 11362.7 of the
20 Health and Safety Code, as may be amended.

21 NN. "Retailer" means a cannabis business that engages in the retail sale of cannabis
22 or cannabis products to customers, whether by delivery or from a storefront.
23 "Retailer" includes "storefront retailer" and "non-storefront retailer."

24 OO. "RFA" means "request for applications."

25 PP. "School" means, as the term is understood in Business & Professions Code Section
26 26054(b), as may be amended, as a place of instruction in kindergarten or any grades
27 1 through 12.

28 QQ. "Simple lease" means a real property lease which does not authorize the lessee
to undertake significant development of, or make significant improvements to, the
leased property.

RR. "State" means the State of California.

SS. "Storefront retailer/dispensary" means a retailer operating pursuant to a Type 10
State License and engaging in the retail sale of cannabis and cannabis products to
walk-in customers from a storefront, commonly referred to as a dispensary.
Storefront retailers may also engage in the retail sale of cannabis and cannabis
products by delivery.

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TT. “Testing laboratory” or “testing” means a laboratory, facility, or entity in the State that offers or performs tests of cannabis or cannabis products; includes the activity of laboratory testing.

UU. “Youth center” means, as the term is understood in Business & Professions Code Section 26001(av), as may be amended, any public or private facility that is primarily used to host recreational or social activities for minors, including but not limited to private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.

Section 18.49.030 Commercial Cannabis Operations Prohibited without Permit.

It shall be unlawful to own, establish, operate, use or permit the establishment or activity of a commercial cannabis operation, or to participate in commercial cannabis operations as an employee, contractor, agent, volunteer, or in any manner or capacity, unless such operation is: (1) pursuant to a current and valid City of Suisun City commercial cannabis business permit issued pursuant to this chapter; (2) pursuant to an equivalent State license for the type of commercial cannabis operation being conducted, pursuant to Division 10 of the Business & Professions Code, as amended, and applicable State regulations promulgated pursuant thereto; and (3) in compliance all the other applicable requirements of this chapter. The prohibition of this section shall include renting, leasing, or otherwise permitting a commercial cannabis operation to occupy or use a location, vehicle, or other mode of transportation.

Section 18.49.040 Prohibited Types of Commercial Cannabis Operations.

A. Commercial cannabis operations (including non-profit operations) within the City which involve the activities of outdoor cultivation and microbusiness are prohibited in the City. This prohibition includes, but is not limited to, commercial cannabis activities licensed by the State license classifications listed below, as provided for in Business & Professions Code Section 26050 and applicable State regulations:

- 1. Type 1= Cultivation; Specialty Outdoor; Small.
- 2. Type 1C = Cultivation; Specialty Cottage; Small.
- 3. Type 2 = Cultivation; Outdoor; Small.
- 4. Type 3= Cultivation; Outdoor; Medium.
- 5. Type 5 = Cultivation; Outdoor; Large.

B. Except as otherwise expressly provided in this chapter, the prohibition provided by subsection (A) includes any similar activities authorized under new or revised State licenses, or any other State authorization, for any type, category, or classification of commercial cannabis activities which involve the above-referenced activities or similar operations (including non-profit, collective or cooperative operations.)

Section 18.49.050 Permitted Types of Commercial Cannabis Operations.

A. Commercial cannabis operations (including non-profit operations) within the City, which comprise the activities of indoor cultivation, mixed-light cultivation, retailer, non-storefront retailer, manufacturer, testing or distributor are allowed subject to issuance and maintenance of a valid and current City-issued commercial cannabis business permit, continuing compliance with this chapter and all other applicable City and State laws and regulations, and issuance and maintenance of a valid and current State license of a type listed below, as provided for in Business & Professions Code Section 26050 and applicable State regulations:

1. Type 1A = Cultivation; Specialty Indoor; Small.
2. Type 1B = Cultivation; Specialty Mixed-Light; Small.
3. Type 2A = Cultivation; Indoor; Small.
4. Type 2B = Cultivation; Mixed-Light; Small.
5. Type 3A = Cultivation; Indoor; Medium.
6. Type 3B = Cultivation; Mixed-Light; Medium.
7. Type 4 = Cultivation; Nursery.
8. Type 5A = Cultivation; Indoor; Large.
9. Type 5B = Cultivation; Mixed-Light; Large.
10. Type 6 = Manufacturer 1 (extractions using mechanical methods or nonvolatile solvents).
11. Type 7 = Manufacturer 2 (extractions using volatile solvents).
12. Type N = Manufacturer (no extractions, pursuant to 17 CCR § 40118, and as may be amended).
13. Type P = Manufacturer (packaging and labeling only, pursuant to 17 CCR § 40118, and as may be amended).
14. Type 8 = Testing Laboratory.
15. Type 9 = Non-Storefront Retailer (by delivery only, pursuant to 16 CCR § 5414, and as may be amended).
16. Type 10 = Retailer.
17. Type 11 = Distributor.
18. Type 12 = Microbusiness
19. Type 13 = Distributor (transport only, pursuant to 16 CCR § 5315, and as may be amended).
20. Cultivation License Types for Indoor or Mixed-Light pursuant to 3 CCR § 8201, and as may be amended).
21. Type 14 = Consumption cafe/lounge

B. The requirements provided by above subsection (A) apply to any similar activities authorized under new or revised State licenses, or any other State authorization, to allow any type, category, or classification of commercial cannabis activities which involve the above-referenced activities or similar operations (including non-profit, collective or cooperative operations.)

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C. All permitted commercial cannabis uses, with the exception of a storefront retailer, must operate within a Cannabis Business Zone pursuant to Sections 18.49.060 and 18.49.070. Storefront retailers are limited to three within the City limits and restricted to the CSF Zone pursuant to Section 18.49.160.

Section 18.49.060 Cannabis Business Zone; Establishment and Criteria.

A. 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.

B. The Cannabis Business Zone is an overlay zoning designation that is intended to facilitate the use and development of property for commercial cannabis activities on non-residential-zoned land within the City.

C. Establishment of a Cannabis Business Zone does not limit, reduce, or alter the uses allowed pursuant to the base zoning designation of any property or area to which it applies.

D. Under no circumstances shall any property or area located within residential zones (RL, RM, RH1, RH2, RMU) or within the Waterfront District Specific Plan (RLD, RMD, HR, RHD, HLC) receive a Cannabis Business Zone designation.

E. Under no circumstances shall any area located within 600 feet of a school, day care center or youth center receive a Cannabis Business Zone designation. If a property or area is located within 1,000 feet of an established Cannabis Business Zone, the property or area shall not be designated as a separate Cannabis Business Zone. Distances shall be measured as the shortest horizontal distance measured in a straight line from the property line of one site to the property line of another site.

F. Application Submittal and Review

1. CBZ designations and modifications shall be initiated, and review and action related to CBZ designations shall be conducted, in accordance with the procedure set forth in Chapter 18.82 (Amendments) of the Suisun City Code.

2. Notwithstanding the foregoing, for CBZ designations or modifications initiated by one or more property owners, the initiating document shall be in the form of a City-provided application, in lieu of a verified petition as provided for in section 18.82.020(A). The application for designation or modification of a CBZ shall be accompanied by a fee set by resolution of the City Council.

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3. For CBZ designations or expansions initiated by application, if there is more than one holder of a legal or equitable ownership interest in property located in the area subject to the proposed CBZ designation or expansion, each such property owner shall consent to the CBZ designation or expansion over his or her property. If such property owner does not so consent, his or her property shall not become subject to the CBZ. Consent shall be evidenced by a property owner's status as a joint applicant for the CBZ designation or expansion, or via submission of a signed and notarized consent form from a non-applicant property owner, submitted with the application, consenting to inclusion of his or her property within a CBZ.
4. In addition to all submittal requirements identified within Chapter 18.82 of the Suisun City Code, applicants shall provide information as requested to facilitate City review of the CBZ, as determined by the Director. Such information may include, but not be limited to:
 - a. Conceptual layout of development within the CBZ.
 - b. Description of proposed uses, including but not limited to the percentage of use or development by the various permitted cannabis business types described in Section 18.49.050.
 - c. Anticipated number of jobs to be created.
 - d. General statement of design, including perimeter security, landscaping and typical architectural character.

G. Criteria for Review

- a. It is the City's expectation that development and operation of businesses within Cannabis Business Zones will be designed and operated in a manner that generally benefits the residents of Suisun City. Such benefits may arise from 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 and determined appropriate by the applicant.
- b. In reviewing an application for a CBZ, the City Council shall find that the proposed cannabis uses will not adversely impact the existing community. Potential adverse impacts include, but are not limited to, increases in criminal activity and the creation of nuisances, including but not limited to detrimental odors and emissions.

H. Development Agreement. Due to the complexity of implementing development within a Cannabis Business Zone, in order to define the interests of the City, Cannabis Business Zone applicants, and commercial cannabis business permit applicants, and to further the overall public health, safety and welfare of the

1 residents of the City, holders of legal or equitable interests in land located within the
2 Cannabis Business Zone are subject to development agreement obligations as set
forth in Section 18.49.070.

3 **Section 18.49.070 Cannabis Business Zone Development Agreements.**

4 A. Development Agreement Requirements.

- 5 1. Each applicant for establishment of a Cannabis Business Zone pursuant to
6 Section 18.49.060, concurrently with CBZ application review, shall apply for
7 and negotiate, in good faith, terms of a development agreement to guide
8 subsequent development and operation of cannabis-related uses within the CBZ.
9 Prior to commencement of any commercial cannabis operations or issuance of
10 any certificate of occupancy for such operations within the CBZ, the City and
11 the CBZ applicant shall execute an appropriate development agreement pursuant
to this section. All real property located within the CBZ in which the CBZ
applicant holds a legal or equitable interest, greater than a simple lease, shall be
subject to the development agreement.
- 12 2. The development agreement shall set forth the terms and conditions under which
13 the subject commercial cannabis operation(s) will operate, which may, in
14 addition to the requirements of this chapter, include, but not be limited to, public
15 outreach and education, community service, payment of fees and other charges
16 as mutually agreed, and such other terms and conditions that will protect and
17 promote the public health, safety, and welfare of the residents of the City. The
procedures for development agreements shall comply with this chapter, Suisun
City Code Chapter 18.70, and Article 2.5 of Chapter 4 of Division 1 of Title 7
of the California Government Code.
- 18 3. If any real property located within a CBZ is at any time owned by persons other
19 than the CBZ applicant, such owners shall be subject to the same obligations,
20 set forth in subparagraph (A)(1), as the CBZ applicant, except as otherwise
stated in this section.
- 21 4. Term Limits; Renewal. The maximum term for any development agreement
22 entered into pursuant to this section be until revoked in accordance with the
23 provisions of Section 65865.1 of the Government Code. A ministerial annual
24 review shall be made to check for compliance or at an earlier date if exigent
25 circumstances arise. A development agreement may remain in effect for an
26 unlimited number of consecutive terms. All development agreements shall be
subject to compliance with the periodic review requirements of Government
Code Section 65865.1. However, the timing of any renewal may be made to
coincide with a successful periodic review.

27 B. Development Agreement Filing Requirements.

- 28 1. Only qualified applicants, as defined in Section 18.49.100(D), may apply to
enter into a development agreement pursuant to this section.

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2. The Director shall prescribe the form for each application, notice and other documents provided for or required under this section for the preparation and implementation of development agreements. The applicant shall complete and submit such an application form to the Director, along with a deposit for the estimated direct and indirect costs of processing the development agreement. The applicant shall deposit any additional amounts for all costs and fees to process the development agreement, including all legal fees, within fifteen (15) days of request by the Director. Upon either completion of the application process or withdrawal of the application, the City shall refund any remaining deposited amounts in excess of the costs of processing.
3. The Director shall require an applicant to submit such information and supporting data as the Director considers necessary to process the application, including but not limited to a community benefit assessment to evaluate the benefits the development agreement will provide to the community.

C. Processing and Requirements.

1. The Director shall endorse on the application the date it is received. An application or related document shall not be complete until an estimated deposit (as estimated by the City) for the cost of processing has been paid to the City. If within thirty (30) days of receiving the application the Director finds that all required information has not been submitted or the application is otherwise incomplete or inaccurate, the processing of the application and the running of any time limits shall be suspended upon written notice to the applicant and a new thirty (30) day period shall commence once the required material is received by the Director. If the Director finds that the application is complete for filing, it shall be accepted for filing and the applicant so notified. The Director shall review the application and determine the additional requirements necessary to complete final processing of the agreement. After receiving the required information and determining the application to be complete for processing, the Director shall prepare a staff report and recommendation to the Planning Commission and City Council stating whether or not the agreement as proposed or in an amended form would be consistent with policies of the City, this chapter, and any applicable general or specific plan.
2. Notice of a hearing regarding the development agreement shall be given by the Director and shall comply with the requirements of Section 65867 of the California Government Code, as may be amended, as well as in the manner set forth in Suisun City Code Section 18.70.110.
3. The Planning Commission shall review the proposed development agreement and provide a recommendation to the City Council to approve, approve with modifications or deny the proposed development agreement. If the Planning Commission fails to take action within sixty (60) days of opening the hearing on

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the matter, such failure shall be deemed to constitute a recommendation of denial to the City Council unless the applicant has requested an extension of time, either in writing or on the record, which has been approved by the Planning Commission prior to the running of the sixtieth day.

4. The proposed development agreement shall be set for hearing and consideration before the Council within sixty (60) days of the recommendation of the Planning Commission, unless the applicant agrees in writing to an extension of time with the Director prior to the matter being heard by the Council.
5. Within ten (10) calendar days after the City enters into the development agreement, the City Clerk should have the agreement recorded with the County Recorder. If the parties to the agreement or their successors in interest amend or cancel the agreement as provided in Section 65868 of the California Government Code, or if the City terminates or modifies the agreement as provided in Section 65865.1 of the California Government Code for failure of the applicant to comply in good faith with the terms or conditions of the agreement, the City Clerk shall have notice of such action recorded with the County Recorder.

D. Required Findings for Approval Development Agreement.

After the City Council completes the public hearing, the Council may not approve the development agreement unless it finds that the provisions of the agreement:

1. Are consistent with the goals, objectives, and policies of the general plan and any applicable specific plan;
2. Are compatible with the uses authorized in and the regulations prescribed for the zoning district in which the real property is located;
3. Are 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 applicant and determined appropriate by the City;
4. Are not detrimental to the public health, safety, or general welfare;
5. Comply with the California Environmental Quality Act;
6. Will not adversely affect the orderly development of property or the preservation of property values in the City; and
7. Provide for a reasonable penalty for any violation of the development agreement.

1 E. Transfer of Development Agreements.

- 2 1. If a party to a development agreement pursuant to this section transfers title to
3 any real property that is subject to the development agreement or any term or
4 obligation thereof, then the transferor shall assign, and the transferee shall
5 assume, the terms and obligations of the development agreement that are
6 applicable to the transferred real property, unless the transferor, by the terms of
7 the transfer, agrees to retain such obligations. Transferee shall meet all the
8 requirements asked of applicants.
- 9 2. No assignment or assumption of any development agreement, or any term or
10 obligation thereof, shall be valid without the prior written consent of the City
11 Council, and then only upon presentation of evidence demonstrating that the
12 transferee has the experience, expertise, financial strength, and resources to
13 perform its obligations under the agreement, in addition to compliance with any
14 transfer conditions or obligations set forth in the agreement.
- 15 3. No permit or entitlement authorizing the transferee to engage in commercial
16 cannabis activity on the transferred real property shall issue until such
17 assignment and assumption has been executed and consented to by the City in
18 accordance with subparagraph (E)(2), unless the transferor has agreed to retain
19 the obligations under the development agreement by the terms of the transfer,
20 and the transferee has demonstrated the same to the City.
- 21 4. Notwithstanding any other provision of this section, if the transferee will not
22 engage in or authorize commercial cannabis activity on the property, the
23 transferee shall be exempt from all provisions of the development agreement
24 that accrue specific benefits to the City and its residents such as requiring
25 payment of funds to the City by commercial cannabis operations, to the extent
26 such requirements are based on the nature of such operations as commercial
27 cannabis operations. Subject to the foregoing, the assignment and assumption
28 pursuant to subparagraphs (E)(1)-(3) shall be required, but upon expiration of
the then-existing term of the development agreement, the transferee shall not be
obligated to apply for or enter into a new or renewed development agreement
pertaining to the transferred real property.
5. Leases. All real property is subject to a development agreement pursuant to this
section.
6. Each assignment and assumption of a development agreement pursuant to this
section shall provide for the transferee to be bound by and comply with all terms
and conditions of the development agreement, for the remainder of the term
thereof, or until the transferee no longer retains a legal or equitable interest in
the subject property (except as stated in subparagraph (E)(4)).

1 7. The assignment and assumption shall be signed, with notary acknowledgment,
2 by a person who is duly authorized to bind the transferor and the transferee. The
3 assignment and assumption shall also be approved by the City Council and
4 executed by a duly authorized representative of the City, acknowledging that the
5 assignment and assumption complies with this section and consenting thereto.
6 Upon full execution and approval of the assignment and assumption, the
7 transferee shall be deemed a party to the development agreement pursuant to this
8 section for all purposes. The fully executed assignment and assumption should
9 be recorded on the subject property within 10 days after its approval and
10 execution.

11 F. Modifications and Extensions.

- 12 1. The provisions of Section 65868 of the California Government Code shall apply
13 for all modifications, extensions or other amendments of the terms of a
14 development agreement subject to this chapter.
- 15 2. Either party may propose an amendment or termination of an approved
16 development agreement subject to the following:
- 17 a. The procedure for amending or terminating the development agreement is
18 the same as the procedure for entering into an agreement in the first instance.
 - 19 b. The development agreement may be amended or cancelled only by the
20 mutual consent of the parties, as provided in Section 65868 of the California
21 Government Code.
- 22 3. Nothing herein shall limit the City's ability to terminate or modify the agreement
23 consistent with Section 65865.1 or 65865.3 of the California Government Code
24 as may be amended.

25 **Section 18.49.080 Commercial Cannabis Business Permit Required for All
26 Commercial Cannabis Operations.**

- 27 A. Prior to commencing any commercial cannabis operation and as a continuing
28 requisite to conducting operations, the owner of a commercial cannabis operation
shall obtain a commercial cannabis business permit from the City under the terms
and conditions set forth in this chapter in addition to an equivalent, valid and current
State license issued pursuant to Division 10 of the Business & Professions Code, as
amended.
- B. Commercial cannabis business permits issued pursuant to this chapter shall be
renewed annually after their date of issuance subject to ministerial review, unless
otherwise expressly provided.

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- C. The issuance of a commercial cannabis business permit shall constitute a revocable privilege and shall not create or establish any vested rights for the development or use of any property.

- D. Conditions necessary for the continuing validity of a commercial cannabis business permit include:
 - 1. Strict adherence to each and every applicable requirement of this chapter and Code, as well as any further applicable requirements, including administrative regulations, adopted by the City.
 - 2. Maintaining an equivalent, current and valid State license issued pursuant to Division 10 of the Business & Professions Code, as amended. Revocation, suspension or expiration of a required State license shall automatically invalidate the commercial cannabis business permit.
 - 3. Allowing City code enforcement, fire officials and police officers to conduct reasonable inspections, at the discretion of the City, of the location of the commercial cannabis operation, including but not limited to inspection of security, inventory, and written and electronic records, recordings and files pertaining to the commercial cannabis operation, for the purposes of ensuring compliance with this Code and State law.
 - 4. Maintaining valid and current contact information on file with the City for the owner(s) and manager(s) of the commercial cannabis operation, and that of the legal representative of the operation, if applicable.

- E. Commercial cannabis business permits are transferable only if the transferee satisfies all of the requirements for issuance of a new commercial cannabis business permit.

Section 18.49.090 Application for Commercial Cannabis Business Permit.

- A. The owner of a proposed commercial cannabis operation, prior to commencing operation, shall file an application for a commercial cannabis business permit with the Director upon a form provided by the City, and shall pay a filing fee as established by resolution adopted by the City Council, as may be amended.

- B. An application for a commercial cannabis business permit shall include, but not be limited to, the following information:
 - 1. The full name, address, e-mail address, and phone number of the applicant.
 - 2. The street address, assessor's parcel number, and total square footage of the premises where the commercial cannabis operation will be located, and a description of the characteristics of the area surrounding the premises.

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3. If the applicant is not the property owner, a notarized acknowledgment from the property owner consenting to the operation of the proposed commercial cannabis operation on the premises.
4. The full names, addresses, e-mail addresses, and phone numbers of all persons who will be responsible for or who will participate in the management of the proposed commercial cannabis operation.
5. A list of the full names of all management and owners of the proposed commercial cannabis operation, along with any other identifying information requested by the Director.
 - a. For each manager and owner identified, a color photocopy of either a valid California Driver's license or equivalent identification approved by the Director.
 - b. For each manager and owner identified, and for all owners of the proposed operation, a written and signed consent form provided by the City whereby the employee consents to fingerprinting and a State and federal criminal history background check. At the discretion of the City and in compliance with State law, the City may use live scan to perform criminal background checks.
 - c. For each manager and owner identified, a check for payment of the appropriate fees to the City to cover the costs of performing the required criminal history background check.
6. The name, e-mail address and phone number of an employee designated as Community Outreach Manager, who shall be responsible for outreach and communication with the surrounding community.
7. A description of the statutory entity or business form that will serve as the legal structure for the proposed applicant, the ownership structure of the applicant as filed with the California Secretary of State, (e.g. S-corporation, limited liability company, limited liability partnership, etc.), and a copy of all applicable formation and organizing documents for the entity. An applicant that is a foreign corporation shall provide a certificate of qualification issued by the California Secretary of State.
8. The proposed days and hours of operation of the commercial cannabis operation.
9. A scaled site plan, prepared by a licensed civil engineer or architect, of the premises, including at minimum all buildings, structures, driveways, parking lots, landscape areas, and boundaries.

- 1 10. A scaled floor plan, prepared by a licensed civil engineer or architect, for each
2 level of each building on the premises, including the entrances, exits, walls and
operating areas.
- 3 11. A security plan satisfactorily addressing all required security measures identified
4 in Section 18.49.150(H).
- 5 12. A transportation plan describing the procedures for safely and securely
6 transporting cannabis and cannabis products and currency to and from the
premises.
- 7 13. A description of the odor control devices and techniques that will be used to
8 prevent odors from cannabis or cannabis products from becoming detectable off
9 of the premises, in compliance with Section 18.49.150(G).
- 10 14. Procedures for identifying, managing, and disposing of litter, waste, and
11 contaminants and hazardous materials pursuant to Section 18.49.150(M)-(N).
- 12 15. A business plan, reflecting the capitalization of the proposed business and the
13 degree of training, professionalism and experience of the owner, managers and
employees of the proposed business.
- 14 16. An operations plan, detailing the operating procedures of the proposed
15 commercial cannabis business, tailored to the specific type of business proposed.
16 Such procedures shall address, without limitation, storage, handling and use of
17 cannabis, cannabis products, and any other materials to be used or contained in
the proposed operation, handling of cash, equipment and methods to be used,
18 inventory procedures, lighting, signage and quality control procedures, as
applicable.
- 19 17. Written authorization to the City to conduct reasonable unannounced inspections
20 of the premises at the discretion of the City, including but not limited to
21 inspection of security, inventory, and written records and files pertaining to the
commercial cannabis operation, for the purposes of ensuring compliance with
22 this Code and State law.
- 23 18. Evidence of compliance with all operating standards and requirements
24 applicable to the proposed commercial cannabis operation, including but not
limited to as provided for by this chapter.
- 25 19. Evidence of compliance with all applicable insurance requirements under State
26 and local law, including but not limited to those established by the Director
27 pursuant to Section 18.49.130(A)(1) and 18.49.150(I). Endorsements reflecting
the City's status as an additional insured on all required policies shall be
28 provided by the applicant.

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- 20. A copy of a valid and current seller’s permit issued by the CDTFA to the applicant, or confirmation from the CDTFA that a seller’s permit is not required. If the applicant has not yet received a seller’s permit, an attestation that the applicant is currently applying for a seller’s permit.
- 21. Identification of any and all other licenses and/or permits for commercial cannabis operations issued by any licensing or permitting authority:
 - a. held currently by the applicant;
 - b. pending approval for the applicant; or
 - c. denied to, suspended for, or revoked from the applicant.
- 22. Signed authorization for the Director to seek verification of the information contained in the application.
- 23. A written statement, signed under penalty of perjury by the applicant, certifying that all of the information contained in the application is true and correct.
- 24. Evidence of compliance with State laws and regulations applicable to the proposed commercial cannabis operation.
- 25. Any additional information as is deemed necessary by the Director to administer this chapter.

Section 18.49.100 Director Review of Application for Commercial Cannabis Business Permit.

- A. Upon receipt of a commercial cannabis business permit application, the Director shall review the application for completeness, including payment of the required fees.
- B. If the Director determines that the application is incomplete, the Director shall notify the applicant of such fact within thirty (30) days of receipt of the application. If the applicant, after receiving such notice, re-submits an incomplete application to the City, the application shall be deemed abandoned. The applicant may then submit a new application for review pursuant to the requirements of this chapter.
- C. Upon receipt of a completed application, the Director shall investigate the information contained in the application to determine whether the application is in compliance with the requirements of this chapter for potential issuance of a commercial cannabis business permit.
- D. Upon completing his or her investigation of a completed application, the Director shall deem the application a qualified application, unless the Director finds any of the following:

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1. The applicant has made one or more false or misleading statements or omissions, either on the written application form or during the application process;
2. The applicant has not satisfied each and every requirement of this chapter and code; or
3. The applicant is not in compliance with applicable State law.

E. Upon deeming an application a qualified application, the Director shall set the application for review by the City’s Planning Commission and shall make a recommendation to the Planning Commission as to whether it should recommend approval or denial of the application based on satisfaction of the criteria set forth in Section 18.49.110(B)-(C). The Director may also recommend the imposition of reasonable conditions on the approval and maintenance of the permit, in addition to the requirements of this chapter, to ensure the safe operation of the commercial cannabis operation, and to ensure the health, safety and welfare of the residents and visitors of the City.

Section 18.49.110 Planning Commission Review of Application for Commercial Cannabis Business Permit.

- A. The Planning Commission shall review a qualified application at a duly noticed public meeting of the Planning Commission within a reasonable time after the application is deemed qualified by the Director, and shall provide a written recommendation on the application to the City Council.
- B. The Planning Commission shall recommend approval of a qualified application to the City Council only upon making a positive finding that the proposed operation will promote the overall health, safety and welfare of the City’s residents, based on consideration of the following factors:
 1. The proposed operating procedures are detailed, comprehensive, and consistent with best practices and industry standards.
 2. The proposed security plan is thorough and establishes high standards for public safety, and for protection of cannabis and cannabis products against theft and diversion to unlawful uses.
 3. The exterior appearance of the premises of the proposed operation is aesthetically pleasing and architecturally consistent with surrounding uses.
 4. The proposed operation is compatible with surrounding land uses.
 5. The proposed operation will provide economic benefits to the City.

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6. The proposed operation will provide employment opportunities for City residents.
 7. The proposed operation will positively impact the community, based on factors such as, without limitation, whether and to what extent the proposed operation will offer or engage in community service, education, outreach and engagement programs.
 8. The proposed operation will be sensitive to community concerns and is not likely to result in negative or nuisance impacts on the community.
 9. The proposed operation will maintain best practices with regards to sanitation, cleanliness, and handling, treatment and disposal of waste, contaminants and hazardous materials.
 10. The proposed operation will make efficient and safe use of energy, water and other resources.
 11. The proposed operation is in compliance with the California Environmental Quality Act.
 12. The proposed operation is adequately capitalized.
 13. The owner, managers and employees of the proposed operation possess a high degree of training, professionalism and experience.
 14. The proposed operation meets all applicable requirements of this chapter, this code and State law.
 15. The proposed operation will be within an established Cannabis Business Zone.
 16. The proposed operation satisfies any additional criteria that the Planning Commission determines is of benefit to making a determination of the applicant's commitment to the health, safety and welfare of the residents and visitors of the City.
- C. In evaluating a qualified application pursuant to above subsection (B), the Planning Commission shall consider the information contained in the application as well as any additional information submitted by the applicant at or prior to the hearing. If the Planning Commission finds that the applicant fails to satisfy three or more of the factors set forth in above subsection (B), the Planning Commission shall recommend denial of the application to the City Council.

Section 18.49.120 City Council Review of Application for Commercial Cannabis Business Permit.

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- A. Within a reasonable time after the Planning Commission has made a recommendation to the City Council regarding a qualified application, the City Council shall make a final written determination on the qualified application at a properly noticed public meeting of the City Council. Factors to be considered by the City Council include the findings and recommendation of the Planning Commission as well as all pertinent evidence timely submitted to the City Council by the applicant, the public, and other interested parties.
 - B. The City Council shall not be bound by the findings or recommendation of the Planning Commission, and shall be entitled, but not required, to conduct an independent review of the application. If, upon review, the City Council makes an affirmative finding that the proposed operation will promote the overall health, safety and welfare of the City's residents pursuant to section 18.49.110(B), and does not find that the applicant fails to satisfy three or more of the factors set forth in Section 18.49.110(B), the City Council shall grant the applicant a commercial cannabis business permit.
 - C. The City Council may impose reasonable terms and conditions upon the use of the commercial cannabis business permit that it deems necessary to ensure compliance with this chapter and applicable State law, and/or to ensure the safe operation of the proposed operation and the health, safety and welfare of the residents and visitors of the City.

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Section 18.49.130 Continuing Obligations of Commercial Cannabis Operations.

- A. Upon receiving a commercial cannabis business permit pursuant to this chapter, the permit holder shall:
 - 1. Prior to commencing operations, execute an agreement to indemnify, defend and hold harmless (at the commercial cannabis business permit holder's sole expense, the ability to do so demonstrated through proof of sufficient insurance coverage to the satisfaction of the Director) the City, its elected officials, employees, agents, officers, and representatives, and each and all of them individually, from all liability or harm arising from or in connection with all claims, damages, attorney's fees, costs and allegations arising from or in any way related to the operation of the commercial cannabis operation; and, to reimburse the City for any costs and attorney's fees that the City may be required to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action.
 - 2. Maintain continuing compliance with all applicable insurance requirements imposed pursuant to local and State law at all times while operating pursuant to the commercial cannabis business permit.

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3. Maintain a valid seller’s permit issued by the CDTFA, to the extent required by the CDTFA under State law.
 4. Maintain continuing compliance with the criminal history background check requirements of Section 18.49.150 at all times while operating pursuant to the commercial cannabis business permit by ensuring that, immediately upon hiring or association by the commercial cannabis operation of an employee who has not undergone the required background check, the permit holder provides the Director the authority to obtain:
 - a. The results of a live scan or other criminal history background check, as determined by the City, for the employee which was performed no earlier than ninety (90) days prior to the date of hiring or association of the employee (or as soon as is practicable as determined by the Director); and
 - b. A color photocopy of either a valid California Driver’s License for the employee, or equivalent identification of the employee approved by the Director.
 5. Immediately update the Director in writing with correct and current contact information when there is a change in the information previously provided to the City relating to the individuals associated with the permit holder.
- B. Failure to perform the requirements of this section shall render the permit holder’s commercial cannabis operation unlawful.

Section 18.49.140 Renewal of Commercial Cannabis Business Permit.

- A. The following procedure shall govern the process for renewal of a commercial cannabis business permit:
1. Commercial cannabis business permits issued pursuant to this chapter shall be renewed annually after their date of issuance subject to ministerial review, unless otherwise expressly provided. The following will be checked, but not limited to:
 - i. Calls for Service
 - ii. Loitering
 - iii. Public nuisance violations, etc.
 2. A permit holder may apply to the Director for renewal of an existing permit no less than sixty (60) days, but no more than ninety (90) days, prior to the permit’s expiration date.
 3. Application for renewal shall be made through submittal of a commercial cannabis business permit renewal application form provided by the City.

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- 4. Applications for renewal shall contain all information and documentation required by Section 18.49.090 for applications for new commercial cannabis permits, except as may be waived by the Director based on a finding that certain required information is already possessed by the City, and upon receipt of a certification from the permit holder to the effect that the information remains up to date and has not changed since it was submitted to the City. A storefront retailer permitted pursuant to an RFA process shall be treated the same as all other commercial cannabis business permit holders for purposes of renewal.
 - 5. If a permit holder files a renewal application less than sixty (60) days prior to permit expiration, the holder must provide a written explanation detailing the circumstances surrounding the late filing.
 - 6. The Director may, but is not required to, accept the late-filed application for renewal. If the Director accepts the application, then the Director may elect to administratively extend the permit beyond the expiration date pending the Director's review and decision upon the renewal application.
 - 7. An application for renewal shall not be accepted unless it is accompanied by payment of the required fee for the renewal application set pursuant to resolution of the City Council.
- B. If the Director, upon review of a completed application for renewal of a commercial cannabis business permit, determines that the commercial cannabis operation remains in compliance with all applicable requirements of this chapter, all terms of any applicable development agreements, and other applicable City and State laws and regulations, the Director shall approve the application and renew the permit. If the Director determines that the commercial cannabis operation has not remained in compliance, the Director shall deny the application. Decisions of the Director may be appealed to the City Council for review in accordance with the provisions of Section 18.49.220(E) of this chapter.
- C. A commercial cannabis business permit is immediately invalid upon its expiration date if it is not renewed by such date (with the exception of extensions pursuant to Section 18.49.140(A)(5)). In the event the permit is not renewed prior to expiration, the affected commercial cannabis operation shall be required to cease operation, and any continued operation after expiration is unlawful.

Section 18.49.150 General Operating Standards and Restrictions.

The following operating standards and restrictions shall apply to all commercial cannabis operations and activities in the City, and shall be deemed conditions of issuance and use of all commercial cannabis business permits:

- A. Commercial cannabis operations shall comply with all applicable State laws and regulations as well as the requirements of this chapter and other applicable City laws and regulations.

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- B. All commercial cannabis activities shall be conducted within a fully enclosed building or structure which shall be closed to the general public (except storefront retailers may be open to the public during normal business hours pursuant to Section 18.49.160). Neither cannabis nor cannabis products shall be visible from the public right-of-way.
- C. No person under twenty-one (21) years of age shall be allowed access to any portion of the premises of any commercial cannabis operation at any time.
- D. Signs shall be posted conspicuously on the premises indicating that the site is not open to the public (except permitted storefront retailers need not post such signs) and that minors are prohibited from entering the site.
- E. Notwithstanding any other provision of this Code, all commercial cannabis operation premises (except permitted storefront retailers) shall be screened to a height of seven feet with fencing consisting of materials permitted by Suisun City Code Chapter 18.34, as may be amended.
- F. All premises must maintain the required lot setbacks pursuant to the City standards applicable to the underlying zoning district in which the premises are located.
- G. All premises must be equipped with an air treatment system sufficient to ensure that off-site odors shall not result from its activities. The premises shall be designed to provide sufficient odor absorbing ventilation and exhaust systems so that any odor generated inside the location of the commercial cannabis operation is not detected outside the building, on adjacent properties or public rights-of-way, or within any other unit located within the same building as the commercial cannabis operation, if the use occupies a portion of a building.
- H. All commercial cannabis operations shall maintain the following security standards:
 - 1. If the premises are available for public access, such access must be through a single secured vestibule area designed to allow for identification confirmation prior to entry into the main lobby area.
 - 2. All areas of the premises where cannabis or cannabis products are cultivated, tested, manufactured, or stored shall be separated from any areas which are available to public access, and shall be secured by lock accessible only to authorized personnel of the commercial cannabis operation.
 - 3. All authorized personnel of commercial cannabis operations shall wear badges or other identification issued by the owner of the operation at all times while on the premises.
 - 4. All premises shall be equipped with high definition security surveillance cameras, which shall be installed and maintained in good condition at all times.

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The security surveillance camera system shall be in continuous use 24 hours per day, seven days per week, and shall be capable of monitoring all doors, windows, parking lots, areas where cannabis or cannabis products are located, areas adjacent to the exterior walls of all buildings and structures on the premises, and other areas as deemed necessary by the Director. Recordings generated by the security surveillance camera system shall be maintained by the commercial cannabis operation for a minimum of 90 days. The recording system must be capable of exporting the recorded video in standard MPEG formats (or other formats approved or required by the Director) to a common medium such as a USB drive, DVD or other medium approved by the Director. Recordings shall be made available to the City immediately upon request. Additionally, remote log-in information shall be provided to the City's Police Department to allow City police officers and/or other City officers and employees to view live and recorded security camera images remotely at any time.

5. The premises shall have sufficient lighting such that all areas subject to monitoring by the security surveillance camera system shall be visible to all cameras of the system at all times.
6. Sensors shall be installed to detect entry and exit from all secured areas.
7. The premises shall be equipped with a centrally-monitored fire and burglar alarm system and monitored by an alarm company properly licensed by the State of California Department of Consumer Affairs Bureau of Security and Investigative Services in accordance with Business & Professions Code Sections 7590 et seq., and whose agents are properly licensed and registered under applicable law, all subject to approval by the Director.
8. The premises shall have one or more secured transport areas from which all vehicular transportation of cannabis and cannabis products to and from the premises shall occur.
9. At least one security guard licensed by and in good standing with the Bureau of Security and Investigative Services shall be on the premises at all times. The number of security personnel required to be present on any premises at any time, or at all times, may be adjusted as deemed necessary by the Director in consultation with the City's Chief of Police.
10. If security bars for doors or windows are used, such security bars shall be placed on the interior side of such doors and windows, and must comply with applicable State building standards.
11. Commercial cannabis operations must designate an employee to act as a liaison to the City and its Police Department and must provide the City and its Police Department with the phone number and email address of the liaison. The liaison

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shall be reasonably available to meet with City or Police Department officials representatives as requested by the City or its Police Department.

12. Commercial cannabis operations must report any of the following occurrences to the Police Department within twenty-four (24) hours of discovery thereof:

- a. Suspected theft of inventory or equipment, or significant unexplained discrepancies relating thereto;
- b. Security breaches, including but not limited to burglaries;
- c. Loss or unauthorized alteration of records subject to City inspection pursuant to this chapter; and
- d. Any criminal activity or suspected criminal activity taking place on the premises.

13. Commercial cannabis operations shall have the capacity to remain secure during a power outage. Access doors with locks shall not be controlled solely by an electronic access panel.

I. Commercial cannabis operations shall maintain insurance coverage in amounts satisfactory to the Director which evidence compliance with all applicable insurance requirements as provided for by this chapter, local law and State law. Minimum insurance levels shall be determined by the Director after an assessment of the risks posed by the commercial cannabis operation, including provision for meeting the requirements of Section 18.49.130(A)(1). The City shall be named as an additional insured on all required policies.

J. Commercial cannabis operations shall maintain on-site the following records in paper or electronic form:

- 1. The full name, address, and telephone number of the owner and any lessee of the property.
- 2. The name, date of birth, and telephone number, and job title or position of each employee of the commercial cannabis operation.
- 3. Copies of all required State licenses.
- 4. An inventory record documenting the dates and amounts of cannabis and cannabis products received at the site, the daily amounts of cannabis and cannabis products on the site, and the daily amounts of cannabis and cannabis products leaving the site for any reason, including but not limited to sale, delivery and distribution.

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5. A written accounting of all expenditures, costs, revenues and profits of the commercial cannabis operation, including but not limited to cash and in-kind transactions.
6. A copy of all insurance policies held by or related to the commercial cannabis operation.
7. A copy of the commercial cannabis operation's financial statement and tax return for the most recent previous year.
8. A copy of the required valid and current State license and City-issued commercial cannabis business permit.

K. All records required to be maintained by commercial cannabis operations pursuant to this chapter shall be maintained for three years and are subject to immediate inspection upon request by the City, subject to applicable State and federal law requirements relating to medical confidentiality or other applicable privacy restrictions.

L. Employees; Background Checks; Identification.

1. All employees must submit to fingerprinting and criminal background checks by the City.
 - a. No individual convicted within the last ten years of a felony substantially related to the qualifications, functions or duties of an employee of a commercial cannabis operation (such as a felony conviction for distribution of controlled substances other than cannabis, money laundering, racketeering, etc.) shall be involved in the operation or ownership of a commercial cannabis business, unless such employee has obtained a certificate of rehabilitation (expungement of felony record) under California law or under a similar federal statute or state law where the expungement was granted.
 - b. At the request of the commercial cannabis operation, the Director and Police Chief shall determine the applicability of a waiver of this section to a potential employee for good cause within a reasonable period of time after a written request has been made to the Director and Police Chief for such determination.
2. All employees and owners must possess a valid government issued (or equivalent) form of identification containing an identifying photograph of the employee, the name of the employee, the date of birth of the employee, and the residential address of the employee or owner. Color copies of such identification shall be maintained at the location of the commercial cannabis operation. A valid California Driver's license will satisfy this requirement.

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- M. Commercial cannabis operations shall ensure at all times that all cannabis and cannabis products on-site remains free of harmful contaminants, including but not limited to pesticides, mold and fungus. Commercial cannabis operations shall establish, implement, and at all times maintain written procedures to ensure compliance with this subsection.
- N. Commercial cannabis operations shall ensure that litter and waste, including chemical and organic waste, are properly and regularly removed from the premises, that waste disposal operating systems are maintained in an adequate manner so as not to constitute a source of contamination in areas where cannabis is exposed, and that hazardous materials and waste are properly stored, handled and disposed of in accordance with applicable law. Commercial cannabis operations shall establish, implement, and at all times maintain written procedures to ensure compliance with this subsection.
- O. Commercial cannabis operations shall not result in a nuisance or adversely affect the health, welfare, or safety of nearby persons by creating dust, glare, heat, noise, noxious gases, odors, smoke, traffic, vibration, or other impacts, or be hazardous due to use or storage of materials, processes, products or waste. The permittee shall promptly and diligently both prevent as well as eliminate conditions on the site of the commercial cannabis operation that constitute a nuisance.
- P. Notwithstanding any provision of this Code to the contrary, commercial cannabis business permittees shall remove all graffiti from the site and parking lots under the control of the commercial cannabis business permittee within twenty-four (24) hours of its application.

Section 18.49.160 Commercial Cannabis Retailer (Storefront and Non-Storefront): Establishment, Operating Standards and Restrictions.

- A. Storefront retailers (State license Type 10) shall be subject to the general operating standards and restrictions set forth in section 18.49.150 and to the following minimum standards and restrictions, all of which shall be deemed conditions of any commercial cannabis business permit for a storefront retailer operation:
 - 1. No more than three commercial cannabis business permits for storefront retailers shall be active or valid in the City at any one time. In the event no such permits are active and valid in the City at any given time, the Director, in his or her discretion, may initiate an RFA process to accept applications in accordance with Section 18.49.160(B). Applications for commercial cannabis business permits for storefront retailers shall not be accepted other than pursuant to the RFA process.
 - 2. Storefront retailers may be permitted to operate only in the following zones:
Zoning Ordinance (CSF – Commercial Services Fabricating, CMU –

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Commercial Mixed Use), and Waterfront Specific Plan (DMU – Downtown Mixed Use, MSMU – Main Street Mixed Use). Provided that no permit applications shall be accepted, and no storefront retailers shall be allowed, in the Main Street Mixed Use (MSMU) and Downtown Mixed Use (DMU) zones for a period of 12 months from the effective date of this Ordinance.

Type	Zone
Type 1A = Cultivation; Specialty Indoor; Small.	CSF
Type 1B = Cultivation; Specialty Mixed-Light; Small.	CSF
Type 2A = Cultivation; Indoor; Small.	CSF
Type 2B = Cultivation; Mixed-Light; Small.	CSF
Type 3A = Cultivation; Indoor; Medium	CSF
Type 3B = Cultivation; Mixed-Light; Medium	CSF
Type 4 = Cultivation; Nursery.	CSF
Type 5A = Cultivation; Indoor; Large.	CSF
Type 5B = Cultivation; Mixed-Light; Large.	CSF
Type 6 = Manufacturer 1 (extractions using mechanical methods or nonvolatile solvents).	CSF
Type 7 = Manufacturer 2 (extractions using volatile solvents).	CSF
Type N = Manufacturer (no extractions, pursuant to 17 CCR § 40118, and as may be amended).	CSF
Type P = Manufacturer (packaging and labeling only, pursuant to 17 CCR § 40118, and as may be amended).	CSF
Type 8 = Testing Laboratory.	CSF, CMU, DMU
Type 9 = Non-Storefront Retailer (by delivery only, pursuant to 16 CCR § 5414, and as may be amended).	CSF, DMU
Type 10 = Retailer.	CSF, CMU, DMU, MSMU
Type 11 = Distributor.	CSF
Type 12 = Microbusiness	CSF, CMU, DMU, MSMU
Type 13 = Distributor (transport only, pursuant to 16 CCR § 5315, and as may be amended).	CSF
Cultivation License Types for Indoor or Mixed-Light pursuant to 3 CCR § 8201, and as may be amended).	CSF
Type 14 = Consumption cafe/lounge	CMU, DMU, MSMU

3. Storefront retailers may be open to the public only during normal operating hours. Normal operating hours are limited to 8:00 a.m. to 10:00 p.m., Monday through Sunday.
4. Storefront retailers shall have an operable electronic point-of-sale system, which produces historical transactional data available for review by the Director upon request, on the premises of the storefront retailer at all times during operating

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- hours. All retail sales of cannabis and cannabis products transacted by the storefront retailer shall be entered into or otherwise recorded by the electronic point-of-sale system.
5. A manager must be present on the premises of the storefront retailer at any time that any person, other than security personnel, is on the premises.
 6. Smoking, ingesting or consuming cannabis or cannabis products must take place within designated approved consumption area/lounge in accordance with this ordinance and State Law and must not take place at or within 20 feet of the premises of a storefront retailer is prohibited.
 7. Storefront retailers shall not provide free cannabis or cannabis products, except in accordance with Title 16, Section 5411 of the California Code of Regulations, and as may be amended.
 8. Storefront retailers shall not sell mature or flowering plants.
 9. Storefront retailers shall not sell or dispense alcohol from their premises, and no alcohol shall be consumed on the premises.
 10. Odor control devices and techniques shall be used to prevent odors from cannabis or cannabis products from becoming both detectable off of the premises, in compliance with Section 18.49.150(G), and from becoming detectable beyond reasonable levels (as determined by the Director) inside the premises.
 11. Proof of the required State license and City-issued commercial cannabis business permit, and a copy of all requests/orders for deliveries being made, shall be carried at all times in vehicles being used to make deliveries on behalf of a storefront retailer, and shall be immediately available upon request from law enforcement officers.
 12. Storefront retailers shall take reasonable steps to discourage and correct activities or conditions that are illegal or that constitute a nuisance in parking areas, sidewalks, alleys and other areas surrounding or adjacent to the premises of the storefront retailer during operating hours, if such conduct is related to the storefront retailer operation or any of its owners, managers, employees, agents, representatives, contractors, or customers. Reasonable steps shall include immediately calling the police upon observation of any such activity, and requesting that any person engaging in such activity immediately cease the activity, unless personal safety would be at risk in making the request.
 13. An approved and permitted storefront retailer/dispensary may also deliver medicinal and adult-use cannabis and cannabis products for retail sale subject to the limitations and operating regulations of Section 18.49.160(C).

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14. A consumption cafe/lounge shall have a licensed premises that is a physical location from which commercial cannabis activities are conducted. The consumption cafe/lounge shall only sell cannabis or cannabis products to adults 21 years of age or older for onsite consumption, either through smoking, vaping, or ingestion of edible or topical products. The space occupied by a consumption cafe/lounge shall be definite and distinct from the space where other activities licensed under this division are exercised, and shall be accessed through a separate entrance.

B. Storefront Retailers/Dispensaries: Request for Applications (RFA) Process.

1. Applications for storefront retailers (State license Type 10) may only be accepted pursuant to a Request for Applications (RFA) process conducted pursuant to this subsection. Notwithstanding Sections 18.49.100, 18.49.110, and 18.49.120, applications for storefront retailers shall be reviewed and approved in accordance with this subsection.
2. Whenever there is no existing commercial cannabis business permit for a storefront retailer in the City (including after a previously-issued permit has been permanently revoked or voluntarily forfeited, or expired without being renewed), the Director, in his or her discretion, may initiate and conduct an RFA process. The Director may promulgate regulations to guide the RFA process, subject to compliance with this subsection.
3. Upon initiating an RFA process, the Director shall prepare an RFA for the purpose of soliciting applications for establishment of a storefront retailer/dispensary in the City. Responses to the RFA, including regulations and other requirements that the Director may promulgate to guide the RFA process, shall be deemed applications for City-issued commercial cannabis business permits for storefront retailers, pursuant to Sections 18.49.080 and 18.49.090. In the event generally applicable procedures and requirements of this chapter conflict with Sections 18.49.080 and/or 18.49.090, this subsection (B) and section 18.49.160(A) shall govern.
4. The City Manager shall develop, for Council approval, a process for reviewing and selecting a recommended operator of a storefront retailer from applications received through the RFA process. The recommended operator for a commercial cannabis business permit to operate a storefront retailer/dispensary shall be approved for issuance of a commercial cannabis business permit by the City Council.
5. Notwithstanding any provision of this subsection (B), the City Council shall not be obligated at any time to approve any application for issuance of a commercial cannabis business permit for a storefront retailer/dispensary.

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6. Renewal of commercial cannabis business permits issued pursuant to this subsection (B) shall be conducted in accordance with Section 18.49.140.

C. Non-storefront retailers shall be subject to the general operating standards and restrictions set forth in section 18.49.150 and to the following minimum standards and restrictions, all of which shall be deemed conditions of any commercial cannabis business permit for a non-storefront retailer operation:

1. Non-storefront retailers based within the City that are not directly associated with and co-located with a permitted storefront retailer/dispensary must be located within an approved Cannabis Business Zone and must obtain a commercial cannabis business permit.
2. Non-storefront retailers may sell medicinal and adult-use cannabis and cannabis products, and all such sales shall be by delivery only.
3. Deliveries of cannabis and cannabis products shall only occur within the City by a commercial cannabis operation properly licensed or permitted to engage in cannabis deliveries by both the State of California as well as the originating jurisdiction of the delivery.
4. Non-storefront retailers delivering cannabis and cannabis products within the City shall have a valid City business license. Non-storefront retailers based outside of the City (i.e. having no business premises in the City) are not required to obtain a commercial cannabis business permit.
5. No cannabis or cannabis products shall be sold directly from the premises of a non-storefront retailer.
6. The premises of non-storefront retailers shall be closed to the general public at all times, and shall be accessible only to employees and persons with a bona fide business or regulatory purpose for accessing the premises.
7. A manager must be present on the premises of the non-storefront retailer at any time that any person other than security personnel is on the premises.
8. No employee or other person acting on behalf of a non-storefront retailer may possess during deliveries, or deliver, more than \$5,000 total worth of cash, cannabis and/or cannabis products at any given time.
9. No delivery of cannabis or cannabis products shall be made to any person other than the person who requested the delivery, except, for deliveries of medicinal cannabis or medicinal cannabis products, when the person requesting the delivery is a qualified patient and the person receiving the delivery is his or her primary caregiver, or vice versa.

1 10. Any person who is present on the premises of the non-storefront retailer who is
2 not an employee, officer, agent, or representative of the non-storefront retailer
3 must sign in and wear a “visitor” identification badge at all times while on the
4 premises.

5 11. Proof of the required State license and City-issued commercial cannabis
6 business permit, and a copy of all requests/orders for deliveries being made, shall
7 be carried at all times in vehicles being used to make deliveries on behalf of a
8 non-storefront retailer, and shall be immediately available upon request from
9 law enforcement officers.

10 **Section 18.49.170 Commercial Cannabis Distribution Operating Standards**
11 **and Restrictions.**

12 Commercial cannabis operations involving the distribution of cannabis and cannabis
13 products in the City shall be subject to the general operating standards and restrictions
14 set forth in section 18.49.150 and to the following minimum standards and
15 restrictions, all of which shall be deemed conditions of any commercial cannabis
16 business permit for a distribution operation:

- 17 A. Distribution may be conducted only by commercial cannabis operations possessing
18 a valid and current Type 11 (Distributor) State license issued pursuant to Division
19 10 of the Business & Professions Code, or a Type 13 (Distributor – Transport Only)
20 State license pursuant to 16 CCR §5315, as well as a City-issued commercial
21 cannabis business permit.
- 22 B. Distribution operations shall distribute cannabis and cannabis products only
23 between licensed commercial cannabis operations.
- 24 C. Distribution operations shall not conduct retail sales of cannabis or cannabis
25 products.
- 26 D. Distribution operations shall not distribute any cannabis or cannabis products to
27 retail operations unless such cannabis or cannabis products has been properly tested
28 and approved for retail sale pursuant to State law.
- 29 E. Upon demand by any City law enforcement officer, a distributor shall make
30 immediately available copies of any required shipping manifests as understood by
31 Section 26070(f) of the Business and Professions Code.

32 **Section 18.49.180 Commercial Cannabis Manufacturing Operating Standards**
33 **and Restrictions.**

34 Commercial cannabis operations involving the manufacturing of cannabis and cannabis
35 products in the City shall be subject to the general operating standards and restrictions
36 set forth in section 18.49.150 and to the following minimum standards and restrictions,

1 all of which shall be deemed conditions of any commercial cannabis business permit for
2 a manufacturing operation:

3 A. Manufacturing may be conducted only by commercial cannabis operations
4 possessing a valid and current manufacturing State license issued pursuant to
5 Division 10 of the Business & Professions Code (or pursuant to State regulations)
6 as well as a City-issued commercial cannabis business permit.

7 B. Manufacturer 1 (Type 6) permittees (as defined by Division 10 of the Business and
8 Professions Code) shall utilize only manufacturing processes that are either
9 solventless or that employ only nonflammable, nontoxic solvents that are generally
10 recognized as safe pursuant to the federal Food, Drug, and Cosmetic Act (21 U.S.C.
11 Sec. 301 et seq.).

12 C. Manufacturer 2 (Type 7) permittees shall utilize only manufacturing processes that
13 use solvents exclusively within a closed-loop system that meets all of the following
14 requirements:

15 1. The system uses only solvents that are generally recognized as safe pursuant to
16 the federal Food, Drug, and Cosmetic Act (21 U.S.C. Sec. 301 et seq.)

17 2. The system is designed to recapture and contain solvents during the
18 manufacturing process, and otherwise prevent the off-gassing of solvents into
19 the ambient atmosphere to mitigate the risks of ignition and explosion during
20 the manufacturing process.

21 3. A licensed engineer certifies that the system is commercially manufactured, safe
22 for its intended use, and built to codes of recognized and generally accepted
23 good engineering practices, including, but not limited to, the American Society
24 of Mechanical Engineers (ASME), the American National Standards Institute
25 (ANSI), Underwriters Laboratories (UL), the American Society for Testing and
26 Materials (ASTM), or OSHA Nationally Recognized Testing Laboratories
27 (NRTLs).

28 4. The system has a certification document that contains the signature and stamp
of a professional engineer and the serial number of the extraction unit being
certified.

D. Fire Safety Plan.

1. Manufacturing operations shall not commence until written approval is received
from the Director for a completed Fire Safety Plan for the operation.

2. An application for a renewal of a Commercial Cannabis Operation Permit for
manufacturing shall not be approved until an inspection of the site occurs by the
Director which affirms that both the operation remains in compliance with the

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approved Fire Safety Plan (or an amended Fire Safety Plan as determined by the Director) and that any further actions that need to be taken in the determination of the Director are taken to ensure that all applicable and necessary health and safety requirements are met.

E. The premises shall be equipped with an automatic fire sprinkler system, in accordance with NPFA 13, the California Fire Code (including but not limited to Section 903), as adopted by the City, and the Suisun City Code.

F. Certified Industrial Hygienist (CIH).

1. The permittee must provide for, maintain, and follow a detailed plan prepared by a CIH, and approved by the Director, to ensure the appropriate health and safety procedures including, but not limited to, procedures necessary to control hazards, for use of proper protective equipment, product safety, compliance with Cal OSHA limits, to provide specifications for ventilation controls, and ensure environmental protections, are adopted and used by the operation on a continuing basis.

2. The Director may establish further written requirements for the plan, including but not limited to required inspections by the CIH and a hazardous materials management plan. Upon reasonable determination by the Director, the permittee shall be required to update or amend the approved plan to the satisfaction of the Director.

G. All processing and analytical testing devices used by the operation must be UL listed, or otherwise approved for the intended use by the Director. Any processing devices using only non-pressurized water are exempt from such approval.

H. All chemical waste and hazardous material used, generated or associated with the operation must be disposed of in a manner which is approved by the Director before disposal occurs, and which is compliant with all local, State and federal guidelines for the disposal of hazardous materials.

I. The permittee must provide for and maintain a waste treatment system which is approved by the Director so as to prevent contamination in areas where cannabis or cannabis products may be exposed to waste or waste by-products.

Section 18.49.190 Commercial Cannabis Testing Operating Standards and Restrictions.

Commercial cannabis operations involving the testing of cannabis and cannabis products in the City shall be subject to the general operating standards and restrictions set forth in section 18.49.150 and to the following minimum standards and restrictions, all of which shall be deemed conditions of any commercial cannabis business permit for a testing operation:

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- A. Testing may be conducted only by commercial cannabis operations possessing a valid and current Type 8 (Testing Laboratory) State license issued pursuant to Division 10 of the Business & Professions Code as well as a City-issued commercial cannabis business permit.
- B. Testing operations shall be and remain at all times independent from all other persons and entities involved in commercial cannabis operations other than testing operations.
- C. Fire Safety Plan.
 - 1. Testing operations shall not commence until written approval is received from the Director for a completed Fire Safety Plan for the operation.
 - 2. An application for a renewal of a Commercial Cannabis Operation Permit for testing shall not be approved until an inspection of the site occurs by the Director which affirms that both the operation remains in compliance with the approved Fire Safety Plan (or an amended Fire Safety Plan as determined by the Director) and that any further actions that need to be taken in the determination of the Director are taken to ensure that all applicable and necessary health and safety requirements are met.
- D. The premises shall be equipped with an automatic fire sprinkler system, in accordance with NPFA 13, the California Fire Code (including but not limited to Section 903), as adopted by the City, and the Suisun City Code.
- E. Certified Industrial Hygienist (CIH).
 - 1. The permittee must provide for, maintain, and follow a detailed plan prepared by a CIH, and approved by the Director, to ensure the appropriate health and safety procedures including, but not limited to, procedures necessary to control hazards, for use of proper protective equipment, product safety, compliance with Cal OSHA limits, to provide specifications for ventilation controls, and ensure environmental protections, are adopted and used by the operation on a continuing basis.
 - 2. The Director may establish further written requirements for the plan, including but not limited to required inspections by the CIH and a hazardous materials management plan. Upon reasonable determination by the Director, the permittee shall be required to update or amend the approved plan to the satisfaction of the Director.
- F. All processing and analytical testing devices used by the operation must be UL listed, or otherwise approved for the intended use by the Director. Any processing devices using only non-pressurized water are exempt from such approval.

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G. Operation Requirements. The testing operation shall comply with the following requirements:

1. Conduct all testing in a manner pursuant to Section 26100 of the Business and Professions Code, and as amended, subject to State and local laws and regulations.
2. Conduct all testing in a manner consistent with general requirements for the competence of testing and calibration activities, including sampling using verified methods.
3. Obtain and maintain ISO/IEC 17025 accreditation as required by the State.
4. Destroy the remains of the sample of cannabis or cannabis products upon the completion of analysis as determined by the State through regulations.
5. Dispose of any waste byproduct resulting from testing operations in the manner required by State and local laws and regulations.

Section 18.49.200 Commercial Cannabis Cultivation Operating Standards and Restrictions

Commercial cannabis operations involving the cultivation of cannabis in the City shall be subject to the general operating standards and restrictions set forth in section 18.49.150 and to the following minimum standards and restrictions, all of which shall be deemed conditions of any commercial cannabis business permit for a cultivation operation:

- A. Cultivation may be conducted only by commercial cannabis operations possessing a valid and current State license authorizing indoor or mixed-light (but not outdoor) cultivation issued pursuant to Division 10 of the Business & Professions Code (or State regulations), as well as a City-issued commercial cannabis business permit.
- B. Applications for a City-issued commercial cannabis business permit for cultivation operations require a detailed description of the proposed operation’s energy and water usage plan, providing for best practices and leading industry practices in efficient utilization of energy and water.
- C. Water.
 1. The water supply shall be sufficient for the operations intended, shall comply with all State regulations, and shall be derived from a source that is a regulated water system. Private water supplies shall be derived from a water source that is capable of providing a safe, potable, and adequate supply of water to meet the facility’s needs.

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2. Plumbing shall be of adequate size and design and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the plant and that shall properly convey sewage and liquid disposable waste from the facility. There shall be no cross-connections between the potable and waste water lines.

D. Cannabis cultivation shall take place inside fully enclosed structures, and cannabis cultivation areas shall be secured at all times and shall be separated from all other portions of the premises.

E. Each building with a cultivation area shall have adequate storage space for cannabis that has completed the cultivation process or is otherwise not being cultivated. The storage areas shall be separated from the main entrance and lobby, and shall be secured by a lock accessible only to employees of the permittee.

F. Electricity used for cannabis cultivation shall not exceed the rated wattage and capacity of the circuit breaker.

G. Sufficient lighting must be used in all areas where cannabis is cultivated and stored, and where equipment or utensils are cleaned, so that at all times the items and activities in these areas are fully visible to both any security cameras covering the areas as well as the naked eye. All lighting shall be shielded so as to completely confine light and glare to the interior of the cannabis cultivation area.

H. Floors, walls, and ceilings in cultivation areas shall be constructed in such a manner that they may be adequately cleaned and kept clean and kept in good repair.

I. All chemical waste and hazardous material used, generated or associated with the operation must be disposed of in a manner which is approved by the Director before disposal occurs, and which is compliant with all local, State and federal guidelines for the disposal of hazardous materials.

J. The permittee must provide for and maintain a waste treatment system which is approved by the Director so as to prevent contamination in areas where cannabis or cannabis products may be exposed to waste or waste by-products.

Section 18.49.210 Application Fees.

An application fee set by resolution of the City Council shall be required for formal processing of every application made under this chapter. The City Council is authorized to adopt resolutions to recover any and all fees and costs incurred in the administration and enforcement of this chapter through an appropriate fee recovery mechanism to be imposed upon commercial cannabis operations.

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Section 18.49.220 Commercial Cannabis Business Permit Suspension and Revocation.

- A. The Director is authorized to suspend and/or revoke any commercial cannabis business permit issued pursuant to this chapter upon the determination through written findings of a failure to comply with any provision of this chapter, any permit condition, or any agreement or covenant as required pursuant to this chapter.
- B. Prior to suspension or revocation of a commercial cannabis business permit, the permittee shall be provided with a written notice which details the violation(s). The permittee shall have seven (7) days to cure the violation to the satisfaction of the Director. The seven (7) day cure period may be extended by the Director or the City Council for reasonable cause.
- C. The Director may suspend or revoke a commercial cannabis business permit if he or she determines that any of the following have occurred:
 - 1. The Director determines that the permit holder has failed to comply with any provision of this chapter, any permit condition, or any agreement or covenant as required pursuant to this chapter;
 - 2. The permit holder’s equivalent State license has been suspended or revoked by the State of California;
 - 3. The permit holder has ceased operations for more than 180 calendar days (including during any change of ownership, if applicable);
 - 4. Ownership is changed without securing a new commercial cannabis business permit.
 - 5. The permit holder has failed to maintain required security camera recordings; or
 - 6. The permit holder has failed to allow inspection of the security recordings, the activity logs, the records, or the premises of the site by authorized City officials pursuant to this chapter.
 - 7. The permit holder has failed to comply with the terms of an applicable Development Agreement.
- D. Conditions (if any) of suspension or revocation are at the discretion of the Director and may include, but are not limited to, a prohibition on all owners, operators, managers and employees of the suspended or revoked Commercial Cannabis Operation from operating within the City for a period of time set forth in writing and/or a requirement (when operations may resume, if at all, pursuant to the Director’s determination) for the holder of the suspended or revoked permit to resubmit an application for a commercial cannabis business permit pursuant to the requirements of this chapter.

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E. Decisions of the Director made pursuant to this section may be appealed to the City Council by filing a notice of appeal with the City Clerk within ten (10) days of receiving notice of the permit suspension or revocation. The notice of appeal shall specify the grounds for the appeal. The Council shall fix a time and place for hearing the appeal, and the City Clerk shall give written notice to the appellant of the time and place of the hearing via certified mail, return receipt requested, addressed to the address specified in the appellant's permit. The appeal shall be heard by the City Council within forty-five days following the date the appeal is filed with the City Clerk. The findings and decision of the Council shall be final and conclusive, and shall be served upon the applicant, in the manner prescribed in this subsection for service of notice of hearing, within thirty days of the hearing date. The provisions of Sections 1094.5 and 1094.6 of the Code of Civil Procedure set forth the procedure for judicial review of any final determination.

Section 18.49.230 Cultivation of Cannabis for Personal Use.

The following regulations shall apply to the cultivation of cannabis for personal use within the City:

- A. Total cultivation is limited to no more than six (6) living cannabis plants per private residence at any one time.
- B. Only persons who are twenty-one (21) years of age or older may participate in any part of the cultivation process.
- C. Cultivation shall not take place at any place other than private residences.
- D. Persons who cultivate cannabis for personal use shall reside full-time on the premises where the cannabis cultivation occurs.
- E. None of the cannabis plants, nor any cannabis produced by the plants in excess of 28.5 grams, shall be visible by normal unaided vision from any place regularly accessible to the general public.
- F. All cannabis produced by cannabis plants in excess of 28.5 grams shall be kept in a fully enclosed and locked structure located on the residential premises of the person(s) cultivating the cannabis.
- G. Structures in which cannabis is cultivated shall comply with all applicable State and local health, safety, buildings and fire standards, including but not limited to the California Buildings Standards Code, as adopted by the City of Suisun City.
- H. Use of gasses (such as carbon dioxide, butane, propane and natural gas) for personal cannabis cultivation is prohibited.

- 1 I. Private residences used for cannabis cultivation (whether such cultivation occurs
2 within the main residence or an accessory structure) shall maintain fully functional
3 kitchen, bathroom and bedroom facilities, and shall not be used primarily or
4 exclusively for cannabis cultivation.
- 5 J. Cannabis cultivation areas shall be locked when not in use by authorized persons.
- 6 K. Cannabis cultivation areas shall not be readily accessible to persons under twenty-
7 one (21) years of age, regardless of whether such persons reside at the private
8 residence used for cultivation.
- 9 L. If the person(s) engaging in cannabis cultivation are not the property owners of the
10 private residence being used for cultivation, such person(s) must obtain express
11 consent of the property owner(s) prior to engaging in cannabis cultivation.
- 12 M. The odor resulting from cannabis cultivation shall not be detectable by human senses
13 from any neighboring property or public right-of-way. If deemed necessary by the
14 Director to ensure that no odor resulting from cannabis cultivation shall be
15 detectable by human senses from any neighboring property or public right-of-way,
16 a personal cannabis cultivator shall install and continuously operate a functioning
17 ventilation and filtration system which complies with all applicable building code
18 regulations, including obtaining all required permits and approvals.
- 19 N. Cannabis cultivation shall not result in emission of dust, glare, heat, gases, smoke,
20 odors, fumes, particles, hazardous waste, or other impacts which constitute a
21 nuisance or adversely affect the health, safety or welfare of any occupants of the
22 subject property or of the surrounding area.

18 **Section 18.49.240 Administration.**

19 Further rules, regulations, procedures and standards for the administration and
20 implementation of this chapter may be adopted from time to time either by resolution
21 or ordinance of the City Council, by the Director (pursuant to authorization by resolution
22 of the City Council), or as further provided by this chapter.

22 **Section 18.49.250 Violations and Penalties.**

- 23 A. Any violation of the provisions of this chapter is punishable as a misdemeanor or an
24 infraction, at the discretion of the city prosecutor, pursuant to Chapter 1.08 of the
25 Suisun City Code.
- 26 B. Any violation of the provisions of this chapter is grounds for issuance of an
27 administrative compliance order pursuant to Chapter 1.16 of the Suisun City Code
28 and/or issuance of an administrative citation pursuant to Chapter 1.20 of the Suisun
City Code.

- 1 C. Any violation of this chapter constitutes a public nuisance which may be abated in
2 accordance with the procedures set forth in Chapter 8.12 of the Suisun City Code.
3 All costs to abate such public nuisance, including attorneys' fees and court costs,
4 shall be paid by the person causing the nuisance, including the property owner where
5 the nuisance is occurring.
- 6 D. The remedies prescribed in this chapter are cumulative of one another and of any
7 other legal or equitable remedies which are or may be available to the City to enforce
8 the provisions of this chapter. The use of one or more remedies by the City shall
9 not bar the use of any other remedy for the purpose of enforcing this chapter.
- 10 E. Any violation of the provisions of this chapter shall constitute a separate offense for
11 each and every day during which such violation is committed or continued.

12 **Section 18.49.260 Prohibitions.**

- 13 A. Any commercial cannabis operation in violation of the MAUCRSA, this chapter, or
14 any other applicable State or local law or regulation is expressly prohibited.
- 15 B. It is unlawful for any commercial cannabis operation in the City, or any agent,
16 employee, or representative of such commercial cannabis operation, to permit any
17 breach of peace or any disturbance of public order or decorum by any tumultuous,
18 riotous, or disorderly conduct at the site of the commercial cannabis operation.
- 19 C. It is unlawful for any cannabis or cannabis products originally produced for personal
20 use, pursuant to Section 18.49.230, to be sold in any manner.

21 **Section 18.49.270 Nonconforming Use.**

22 No use which purports to have engaged in a commercial cannabis activity of any nature
23 prior to the enactment of this chapter shall be deemed to have been a legally established
24 use under the provisions of this Code, or any other local ordinance, rule or regulation,
25 and such use shall not be entitled to claim legal nonconforming status.

26 **SECTION 4. SEVERABILITY.** If any section, subsection, sentence, clause,
27 phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by
28 the decision of any court of competent jurisdiction, such decision shall not affect the validity of
the remaining portions of this ordinance. The City Council hereby declares that it would have
adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof,
irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases,
or portions thereof may be declared invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect
thirty (30) days after its passage.

SECTION 6. CERTIFICATION. The City Clerk shall certify to the adoption of
this ordinance, and shall cause the same to be posted and codified in the manner required by
law.

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SECTION 7.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this 17 day of March 2020.


Lori D. Wilson, Mayor

CERTIFICATION

I, Linda Hobson, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on Tuesday, February 18, 2020 and passed and adopted at a regular meeting of said City Council held on Tuesday, March 17, 2020, by the following vote:

AYES:	Councilmembers:	Adams, Williams, Mayor Wilson
NOES:	Councilmembers:	Day, Segala
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

WITNESS my hand and the seal of said City this 17th day of March 2020.


Donna Pock, CMC
Deputy City Clerk

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

Anthony R. Taylor, City Attorney

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SECTION 7.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this 17th day of March 2020.

Lori D. Wilson, Mayor

CERTIFICATION

I, Linda Hobson, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on Tuesday, February 18, 2020 and passed and adopted at a regular meeting of said City Council held on Tuesday, March 17, 2020, by the following vote:

AYES:	Councilmembers:	Adams, Williams, Mayor Wilson
NOES:	Councilmembers:	Day, Segala
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

WITNESS my hand and the seal of said City this 17th day of March 2020.

Donna Pock, CMC
Deputy City Clerk

**APPROVED AS TO FORM
AND LEGAL CONTENT:**



Anthony R. Taylor, City Attorney



Shryne Group 521 Railroad Avenue

City Council
December 15, 2020





Project Description

266

- Shryne Group and Application Proposal
- Type 10 and 11 licenses
- Commercial Cannabis Business Permit, Site Plan/Architectural Review Permit, Cannabis Business Zone and Development Agreement



Recommendation

1. Open the Public Hearing.
2. Take Public comment.
3. Close the Public Hearing.
4. Adopt Resolution No. 2020-___; Approving a Commercial Cannabis Business Permit and Site Plan/Architectural Review Permit for a Type 10 Retail Cannabis Dispensary License and Type 11 Distribution License at 521 Railroad Avenue.
5. Introduce and Waive Reading of Ordinance No. ___; Ordinance No. ___: An Ordinance of the City Council of the City of Suisun City, California Amending the Suisun City Zoning Map to Establish a Cannabis Business Zone for Assessor's Parcel Number: 0037-080-060.
6. Ordinance No. ___: An Ordinance of the City Council of the City of Suisun City, California Approving a Development Agreement for the Shryne Group at 521 Railroad Avenue.



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.
- June 16, 2020 City Council Direction.



707 W. BROADWAY, SUITE 100
SUISUN CITY, CA 94588
TEL: (707) 261-0000
WWW.TMAARCHITECT.COM

Authentic 707

AUTHENTIC 707

521 RAILROAD AVENUE
SUISUN CITY, CALIFORNIA

DATE: 05-15-2020
REV. NO.: 001 DATE: _____
DRAWN BY: _____
CHECKED BY: _____
SCALE: _____
SHEET NO.: _____
TOTAL SHEETS: _____

SITE PLAN
X - 23
JOB NO.: NSE13

SITE DATA

APN: 007-004040
ZONING: C-2F COMMERCIAL SERVICES & PARKING
SITE AREA: 45,325 SF (1.04 AC)

BUILDING AREA: 18,182 SF
TOTAL GARAGE AREA: 10,000 SF
TOTAL PARKING: 100 SPACES
DEVELOPER/OWNER: TMA ARCHITECT
DESIGNER/ARCHITECT: TMA ARCHITECT
CONTRACT NO.: _____

PERMITS REQUIRED: (S & F) 18 SPACES
DELIVERY AT 10,000 SF (L & S F) 4 SPACES
TOTAL PERMITS REQUIRED: 22 SPACES
TOTAL PARKING REQUIRED: 27 SPACES

ACCESSIBLE PARKING: 2 SPACES
TOTAL ACCESSIBLE PARKING: 2 SPACES
BICYCLE PARKING AT 1%: 18 SPACES - 2 REQUIRED

SITE PLAN
SOCIETY 2020



Site Plan



Analysis

270

- Commercial Cannabis Business Permit (CCBP)
- Cannabis Business Zone (CBZ)
- General Plan Consistency.
- Zoning Consistency.
- Proposed Conditions of Approval.
- CEQA Review.



Next Steps

- With the approval of the CCBP and Site Plan/Architectural Review Permit and introduction of the CBZ and Development Agreement ordinance, the next step will be to have a second reading of the two ordinance in January.
- Once ordinance are adopted they will become effective 30 days from adoption.



Attachments

- Resolution with Exhibits.
- CBZ Ordinance.
- Development Agreement Ordinance.
- Retail Storefront Application.
- PowerPoint.

AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

CITY AGENDA ITEM: City Council Adoption of Resolution No. 2020 - ____: Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2021 as Provided in Chapter 8.04 of the Suisun City Code.

FISCAL IMPACT: Failure to approve the proposed resolution could result in the loss of approximately \$87,470 to fund the 2021 Fourth of July Celebration, as well as \$21,388.27 for fire prevention, fire education, fire investigation, and fire code enforcement associated with fireworks use.

BACKGROUND: This is an annual resolution to regulate the sales of Safe and Sane Fireworks. Specifically, certain dates and times are required to be specified in a City Council Resolution.

In 2013, Title 8, Chapter 8.04 – (“Fireworks.”) was modified to insure that future Safe and Sane Fireworks sales periods may be approved by resolution without the need for technical changes every year to the City Ordinance.

STAFF REPORT: During the year of COVID-19 there was much consideration into cancelling the sales of Safe and Sane Fireworks for 2020. Although ultimately the decision was made to cancel the public celebration and display of fireworks at the city’s waterfront, the sales of Safe and Sane Fireworks was allowed to happen under the guidance of the city, county, and state for COVID-19. It turned out to be a record setting year in the terms of fireworks sales regarding profits for both the non-profit groups and the City of Suisun City.

For one week, beginning June 28th at noon, non-profit groups are allowed to sell Safe and Sane Fireworks up to and ending on the fourth of July at 9:00 pm. This year, record sales were reported from each of the non-profit groups beginning with the first day. Normally, an order of product supplies each group of fireworks throughout the week for sales. This year each group required multiple additional reorders and one group required four reorders. Each of the nonprofit sales groups sold out all of their product and were able to close their booths by 4:00 pm on the fourth of July even though they are allowed to stay open until 9:00 pm. Normally, the last day of sales runs late into the evening with last minute sales and people rushing to provide fireworks for their own private use. With record sales daily at each sales booth, and additional processing required for reordering more product, not a single incident was reported by any of the non-profit groups.

This year saw illegal fireworks enforcement beginning nearly ten days before the fourth of July and continued through the holiday weekend- culminating in nearly two weeks of illegal fireworks use and enforcement. The fire department issued 46 citations relating to illegal firework use and has received \$27,850.00 to date, with \$20,690.00 pending for the citations written. As the fire prevention division awaits full return on all of the citations issued for 2020, this year’s fireworks enforcement can only be looked at as successful.

PREPARED BY:
REVIEWED/APPROVED BY:

Carmen Maio, Division Chief
Greg Folsom, City Manager

In accordance with the wholesaler agreement, below you will find the breakdown of the non-profit groups payments and the monies remitted to the City:

2020 Fireworks Sales Breakdown of Payments by Non-Profit Groups

Description	Dan O Root	Armijo Music boosters	Crystal Music Boosters
Cash Sales Deposited	\$81,542.00	\$44,910.00	\$45,156.00
Credit Card Receipts	\$121,853.39	\$71,173.57	\$90,494.57
Gross Sales	\$203,395.39	\$116,083.57	\$135,650.57
8.375% Sales Tax	-\$15,009.50	-\$8,546.84	-\$9,762.18
Retail + Regulatory Fee	\$188,385.89	\$107,536.73	\$125,888.39
Regulatory Fee	-\$9,540.02	-\$5,476.27	-\$6,380.98
Total Retail Sales	\$179,217.89	\$102,051.83	\$119,507.41
TNT Fireworks Product Cost	\$99,183.20	\$58,788.90	\$67,863.88
Gross Proceeds	\$80,034.69	\$43,262.93	\$51,643.53
Split With City Of Suisun			
Nonprofit 50%	\$40,017.35	\$21,631.47	\$25,821.77
Suisun City 50%	\$40,017.35	\$21,631.47	\$25,821.77
Checks Issued (NP)			
Suisun City (Regulatory Fee)	\$9,540.02	\$5,467.27	\$6,380.98
Board of Equalization	\$15,009.50	\$8,546.84	\$9,762.18
TNT Fireworks (Product & Expenses)	-\$22,670.19	-\$12,384.67	-\$22,630.72
TNT Fireworks (Suisun City Proceeds)	\$40,017.35	\$21,631.47	\$25,821.77
Total Amount to Non Profit Group	\$39,645.33	\$21,649.09	\$25,821.77
	\$81,542.01	\$44,910.00	\$45,156.00
Total Cash	\$81,542.00	\$44,910.00	\$45,156.00

2020 Fireworks Sales & Regulatory Fees Remitted by Non-Profit Groups and Wholesaler

Non-Profit Group	Gross Split	Regulatory Fee	Totals
Dan O'Root	\$40,017.35	\$9,540.02	\$49,557.37
Armijo Music Boosters	\$21,631.47	\$5,467.27	\$27,098.74
Crystal Music Boosters	\$25,821.77	\$6,380.98	\$76,656.11
	\$87,470.59	\$21,388.27	\$153,312.22

The attached Resolution provides the applicable dates for applying the Fireworks Ordinance to the 2021 Season. These changes are made to accommodate the 2021 calendar year and include the following:

- The dates for accepting applications will be January 4th, through February 3rd
- The date for the lottery, if needed, will be February 10^h, at 10:00 AM

- The date for execution of the Fireworks Wholesaler Distribution Agreement will be May 1st
- The no later than date for the Wholesaler Public Education Plan will be May, 28th
- All unsold fireworks and accompanying litter shall be cleared from the sites no later than July 6th

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2020 -____: Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2021 as Provided in Chapter 8.04 of the Suisun City Code.

ATTACHMENTS:

1. Resolution No. 2020 -____: Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2021 as Provided in Chapter 8.04 of the Suisun City Code.
2. PowerPoint Presentation

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RESOLUTION NO. 2020-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING CERTAIN FINDINGS AND THE POLICY DIRECTIVES TO
IMPLEMENT THE SALES AND USE OF SAFE AND SANE FIREWORKS FOR 2020
AS ALLOWED BY TITLE 8, CHAPTER 8.04 OF THE SUISUN CITY CODE**

WHEREAS, the Suisun City Code has been amended to permit the sales of Safe and Sane Fireworks, and to regulate other fireworks-related activities; and

WHEREAS, the sale of Safe and Sane Fireworks has benefitted the City of Suisun City by providing local Nonprofit Organizations who work for the benefit of the community with an opportunity to raise funds; and

WHEREAS, the City Council deems it necessary to adopt Certain Findings for the sale and use of Safe and Sane Fireworks; and

WHEREAS, the City Council deems it necessary to adopt Policy Directives for the sales and use of Safe and Sane Fireworks.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City hereby finds that Fireworks stands are categorically exempt from the California Environmental Quality Act (“CEQA”) under CEQA Guidelines section 15311 as minor accessory structures appurtenant to existing commercial, industrial, or institutional facilities; and

BE IT FURTHER RESOLVED that the City Council of the City of Suisun City hereby adopts the following Policy Directives:

1. City Manager to Administer Fireworks Program. The City Manager is hereby directed to administer the Suisun City Fireworks Program; the City Council of the City of Suisun City authorizes the City Manager to execute any and all necessary documents pertaining to implementation of the Sales and the Use of Safe and Sane Fireworks in the City Suisun City.

2. Number of Permits. Three (3) Fireworks Sales Permits will be made available for the sale of Safe and Sane Fireworks in the City of Suisun City.

3. Filing Application for Fireworks Sales. Applications will be accepted from January 4th 2021 through February 3rd 2021 until 5:00 pm.

4. Permittee Selection Process. The process for selection of permittees to hold and use Fireworks Sales Permits shall be consistent with the following policy directives:

a. Only Qualified Applicants, as that term is defined in section 8.04.010 of the Suisun City Code, shall be eligible to submit an application for a permit. Applicants are qualified on the basis of the following criteria:

i. Organizations that have proved they are qualified by documentation of charitable nonprofit status with the State and IRS 501(c)(3). The organization bylaws or Articles of incorporation shall state organized for

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a charitable, educational, religious, or scientific purposes, and a nonprofit organization.

- ii. Charitable organizations “Primarily Serving Suisun City Residents and Businesses,” as that phrase is defined in the Municipal Code, and are organized primarily to benefit youth, schools, veterans, or local businesses in Suisun City shall be given preference in the first lottery drawing.
 - iii. The organization has at least 10 members that will staff the booth and a plan to keep the booth open for the full sales period.
 - iv. Organizations with less than 10 members shall produce an agreement with another nonprofit organization for a joint application.
- b. The lottery shall take place at a time, place, and manner determined by the Fire Chief in accordance with the administrative rules and procedures adopted by the Fire Chief. In 2021, the lottery will be held on February 10th, at 10:00 am in the Council Chambers.
- i. If three (3) or more organizations with the above preference apply, these organizations will be drawn in a lottery to determine selection for available permits.
 - ii. The choice of fireworks stand sites will be drawn separately after the permits have been determined.
- c. After the authorized number of permits has been awarded, the remaining qualified applicants shall be drawn in a second lottery as alternates. Each alternate, according to the order drawn, shall be offered a permit if one of the original permittees cannot meet the requirements of this Chapter or if a permittee voluntarily surrenders its permit.

5. Fireworks Wholesaler—Distribution Agreement.

All fireworks wholesalers who seek to do business in the City and supply a contract with applicants for fireworks booth permits in the city shall enter into and execute a fireworks wholesaler distribution agreement with the City no later than May 1st, 2021.

6. Fireworks Wholesaler Public Education Plan.

Each fireworks distributor/wholesaler supplying one or more nonprofit organizations who are permittees under this chapter, shall submit a public education plan to the City by no later than 5:00 pm on May 28th, 2021.

7. Locations of Fireworks Stands. Fireworks stand locations will be approved by the City Manager.

1 **8. Fireworks Stands.** Fireworks stands may be put in place by the permittee no earlier than
2 8:00 a.m. on June 21, 2021.

3 Signs for fireworks sales shall be displayed no earlier than seven (7) days before the approved
4 start of sales, June 28, 2021, and must be removed four (4) days after the fireworks sales period
5 ends July 8, 2021.

6 All unsold fireworks and accompanying litter shall be cleared from the location by 5:00 p.m.
7 two (2) days after the fireworks sales period ends, July 6, 2021.

8 The fireworks stand shall be removed from the temporary location by 12:00 p.m. on July 10,
9 2021.

10 **9. Permissible Hours of Sale.** Dates and hours of the sale of "Safe and Sane Fireworks" shall
11 begin no earlier than 12:00 noon on June 28 and shall not continue after 9:00 pm on July 4 of
12 the same year. Sale of fireworks shall be permitted only from 12:00 noon to 9:00 pm on June
13 28 and from 9:00 am to 9:00 pm daily June 29 through July 4.

14 **10. Permissible hours of use.** It shall be unlawful to discharge any "Safe and Sane Fireworks"
15 except during the hours of 9:00 am to 10:00 pm June 28 through July 5, 2021.

16 **PASSED AND ADOPTED** at a regular meeting of the Suisun City Council duly
17 noticed and held on the 15th day of December, 2020 by the following vote:

18 **AYES:** Councilmembers: _____
19 **NOES:** Councilmembers: _____
20 **ABSENT:** Councilmembers: _____
21 **ABSTAIN:** Councilmembers: _____

22 **WITNESS** my hand and the seal of said City this 15th day of December, 2020.

23 _____
24 Anita Skinner
25 City Clerk
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SAFE & SANE FIREWORKS SALES

2020 NON PROFIT SALES REPORT



2020 Fireworks Sales - Regulatory Fee & Wholesaler Split -

Non-Profit Group	Gross Split	Regulatory Fee	Totals
Dan O'Root	\$40,017.35	\$9,540.02	\$49,557.37
Armijo Music Boosters	\$21,631.47	\$5,467.27	\$27,098.74
Crystal Music Boosters	\$25,821.77	\$6,380.98	\$76,656.11
	\$87,470.59	\$21,388.27	\$153,312.22

Nonprofit / Wholesaler

- Sales Debrief -

- Record sales reported daily and in total from each nonprofit group
- Each nonprofit group reported no incidents





Resolution for 2021 Firework Sales Applicable Date Changes

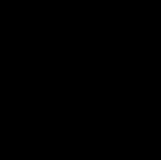
- Applications Accepted
 - January 4th - February 3rd
- Non Profit Selection Lottery
 - February 10th

Fireworks Wholesaler Distribution Agreement

- No Later Than May 1st

Wholesaler Public Education Plan

- No Later Than May 28th



Open for questions
or clarifications

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AGENDA TRANSMITTAL

MEETING DATE: December 15, 2020

CITY AGENDA ITEM: Community Benefits Program:

- a. Council Adoption of Council Resolution No. 2020-__: Adopting the City of Suisun City Partnership Policy and Application
- b. Council Adoption of Council Resolution No. 2020-__: Adopting the City of Suisun City Special Event Permit Application
- c. Council Adoption of Council Resolution No. 2020-__: Adopting the City of Suisun City Fee Waiver Policy and Application

FISCAL IMPACT: Adoption of above listed policies will not have any fiscal impact.

STRATEGIC PLAN IMPACT: Provide Good Governance.

BACKGROUND: The City of Suisun City (City) has worked with a variety of organizations to provide programs, services, facilities, and park enhancements to Suisun City residents. The City is continuously seeking those organizations or individuals that want to give back to the community through volunteerism, financial support, programmatic enhancements, and other community benefits. The City felt it necessary to create formal policies and procedures in order to ensure that the partnerships are consistent with the City's Strategic Plan and are treated with equity. Business associations, community based organizations, civic groups, and school districts have all been partners with Suisun City in the past. Some partners, although beneficial to the community, have never had a formal agreement that delineates the process, financial considerations, liability concerns, and staff resources used to manage these partnerships.

The City also recognized the need to update the special event permit application and policies to protect the City and the community. A comprehensive application and policy has been designed to help City staff acquire the necessary information from perspective event coordinators.

There is currently no formal policy that allows fees to be waived for facility, park, or recreation area use. Fee waivers are permissible, but must have an adopted process in which to allow it to occur.

STAFF REPORT: The purpose of the Partnership Policy is to establish policies, guidelines and procedures that govern how partnerships between the City and external entities are evaluated, entered into and managed. This policy provides a framework for expanding opportunities for interested parties to engage the community and support the Strategic Plan of the City. The purpose of a partnership is to expand or enhance the services the City provides to the community. Partnerships are designed to have a positive effect on the quality of life for those that reside in Suisun City.

PREPARED BY:
APPROVED BY:

Kris Lofthus, Recreation, Parks, and Marina Director
Greg Folsom, City Manager

In normal, non-pandemic times, the City promotes numerous events throughout the year attracting thousands of people to the waterfront for fireworks, lighted boat parades, music, and family fun. There are several agencies that also provide events and activities that enhance the lives of the community. With those events, the City is dedicated to protecting resources, as well as the quality of life for our residents. The updated Special Event Permit Application creates a process that will assist those wishing to promote events in Suisun City and streamlines the procedures for City staff. Included in the new Special Event process are fees and fines necessary to support the intent of this process that will be adopted through a Public Hearing at a future City Council meeting.

The creation of a fee waiver policy coincides with both the Partnership Policy and the Special Event Policy. When outside agencies are providing a community benefit or enhancing what the City can provide the community, a fee waiver may be considered. Stipulations restrict those that are eligible for the fee waiver to protect the financial health of the City.

RECOMMENDATION: It is recommended that the City Council:

- a. Council Adoption of Council Resolution No. 2020-__: Adopting the City of Suisun City Partnership Policy and Application
- b. Council Adoption of Council Resolution No. 2020-__: Adopting the City of Suisun City Special Event Permit Application
- c. Council Adoption of Council Resolution No. 2020-__: Adopting the City of Suisun City Fee Waiver Policy and Application

ATTACHMENTS:

1. Resolution No. 2020-__: Adopting the City of Suisun City Partnership Policy and Application
2. Resolution No. 2020-__: Adopting the City of Suisun City Special Event Permit Application
3. Resolution No. 2020-__: Adopting the City of Suisun City Fee Waiver Policy and Application
4. City of Suisun City Partnership Policy
5. City of Suisun Partnership Policy Application
6. City of Suisun City Special Event Permit Application
7. City of Suisun City Fee Waiver Policy and Application

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RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING THE CITY OF SUISUN CITY PARTNERSHIP POLICY AND
APPLICATION**

WHEREAS, It is the desire of the City Council to provide more services to the community while minimizing costs; and

WHEREAS, Creating positive partnerships will allow expansion of services to the community as a whole; and

WHEREAS, Suisun City values the current and past partners, but must establish policies, guidelines, and procedures to govern said partnerships; and

WHEREAS, the Suisun City Partnership Policy will enhance the services delivered by the various departments within the City of Suisun City; and

WHEREAS, Partnerships positively affect the quality of recreational, cultural and outdoor experiences by providing funding for projects, volunteers, programming activation, park and facility operational support and improvements, in-kind goods and services, and park and city facility development; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council adopting the City of Suisun City Partnership Policy public.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 15th day of December 2020, by the following vote:

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

WITNESS my hand and the seal of said City this 15th day of December 2020.

Donna Pock, CMC
Deputy City Clerk

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RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING THE CITY OF SUISUN CITY SPECIAL EVENT PERMIT APPLICATION**

WHEREAS, It is the desire of the City Council to provide more services to the community while minimizing costs; and

WHEREAS, Suisun City values the efforts of outside organizations wishing to provide the community with special events that strengthen the values of Suisun City; and

WHEREAS, the Special Event Application will protect the resources of the City of Suisun; and

WHEREAS, the Special Event Application will provide a fair and equitable opportunity to those that wish to provide events to the community; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council adopting the City of Suisun City Special Event Application public.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 15th day of December 2020, by the following vote:

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

WITNESS my hand and the seal of said City this 15th day of December 2020.

Donna Pock, CMC
Deputy City Clerk

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RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING THE CITY OF SUISUN CITY FEE WAIVER POLICY AND
APPLICATION**

WHEREAS, It is the desire of the City Council to provide opportunities to those who wish to provide essential services to the community: and

WHEREAS, Suisun City recognizes the efforts of non-profit, intergovernmental, and Suisun City partners and wishes to help them achieve their goals; and

WHEREAS, the Fee Waiver Policy offers a pathway for those seeking assistance from the City of Suisun City with equitable practices; and

WHEREAS, the Fee Waiver Application will provide Suisun City with an opportunity to grow programs designed to enhance the community by providing space in which organizations can operate effectively and safely; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council adopting the City of Suisun City Fee Waiver Policy.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 15th day of December 2020, by the following vote:

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

WITNESS my hand and the seal of said City this 15th day of December 2020.

Donna Pock, CMC
Deputy City Clerk

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City of Suisun City

PARTNERSHIP POLICY

1. **Policy Purpose:** The purpose of the Partnership Policy is to establish policies, guidelines and procedures that govern how partnerships between the City of Suisun City and external entities are evaluated, entered into and managed. This policy provides a framework for expanding opportunities for interested parties to engage the community and support the mission of the city.
2. **Partnership Purpose:** The purpose of a partnership is to expand or enhance services the city delivers to the community. Partnerships should be willing and able to mobilize additional resources for a variety of services while also promoting greater effectiveness of those services.
3. **Background:** For many years, the city has worked with a variety of organizations to provide programs, facilities, and service enhancements to Suisun City residents. The city seeks further expansion of partnerships to increase opportunities but minimize cost. With the goal of expanding partnerships, the city recognized the need to create more formal policies and procedures in order to ensure that the partnerships are consistent with the City of Suisun's Vision and that partners are treated with consistency and equity.
4. **Partnership Categories:**
 - Community Groups
 - Businesses or corporations
 - Social service clubs
 - Faith based community
 - Non-profit organizations
 - Volunteer/neighborhood organizations
 - Governmental entities
 - Public School Districts

Partners generally provide one or more of the following activities:

- Funding for programs or projects
- Volunteer time
- Programming or events
- Park and facility operational support and improvements
- In-kind goods and services
- Park and recreation facility development and maintenance

5. Definitions:

- **Partnership:** a working relationship with another organization that has compatible values and goals, which results in mutual benefit. The partnership may be formed around a single activity or event, or it may be long-term and multi-faceted. This definition of Partnership specifically excludes any agency or legal partnership as a separate business entity or joint venture relationship with the City.
- **Partner:** an individual, organization or group that, through a written agreement, provides a service or benefit to the city or Suisun City's citizens and in exchange receives benefits to their organization.
- **Partnership Application:** a standardized application each potential Partner completes and submits to the city.
- **Partnership Agreement:** a written and formally executed agreement between the city and an outside party that details the terms of the partnership. The Partnership Agreement must be signed by all parties, including formal execution in accordance with city laws, before partner work can begin.
- **Public Benefit:** an activity or service that accomplishes a public purpose promoting the needs, interests, social, economic and cultural well-being, or the health and safety of a community and complements the vision and direction of the city.
- **Guidelines:** All partnership applications are evaluated based upon the following guidelines. The guidelines are delineated by required conditions and compatible considerations.

Required Conditions:

- The Partnership must align with the City of Suisun Strategic Plan.
- The Partnership must comply with all applicable laws, rules and policies.
- The Partner must have the necessary competency, resources, or license(s) (if applicable) to engage in the proposed activity.
- The Partner must meet insurance coverage requirements as determined by the City's Risk Management Division.
- The Partner must agree to submit proposed activities to the city for review and approval.
- The Partner must agree to meet all applicable maintenance standards and construction requirements (if applicable)
- The Partner must attest to receiving and agree to following all communication requirements which include:

- Regular communication
- Public meetings (as necessary)
- Fundraising and development
- Branding requirements (City Logo)

Compatibility Considerations:

- Is the proposed Partnership activity consistent with the City of Suisun’s strategic plan?
- Does the Partnership provide public benefit?
- Does the Partnership meet the needs and interests of underserved or diverse populations?
- Does the Partnership engage populations that otherwise do not utilize City of Suisun programs and services?
- If the proposed Partnership activity displaces existing programs or other Partner programs, does it allow the city to reallocate current resources to new programs and services, provide more benefit to the public or increase the efficiency of utilization of city resources?
- If the proposed Partnership activity is housed at a city facility and the activity is similar to a program that the city has already established at this facility, does the proposed activity add value?
- Does the Partnership require the city to commit resources or create the expectation of the city to commit resources in the future?
- Does the proposed activity adversely impact or restrict public access, or require an adverse change in use to parks, facilities, programs or natural areas?
- Does the proposed Partnership activity create public safety issues or concerns?
- Does the Partnership increase the city’s capacity to deliver or enhance the quality of existing programs or services?
- Does the Partnership have the potential to reduce city operating, maintenance or capital costs?
- Will the Partnership provide money, labor (manual or employment), overall management or operational assistance to the city?
- Does the proposed Partnership activity negatively impact traffic, parking or the public’s enjoyment?

- Will the proposed Partnership activity create noise that will be a disturbance to users or the surrounding community?
- Will the activities performed through the Partnership generate revenue to the City?

Potential Partnerships will be evaluated on a case-by-case basis based on the information in the Partnership Application. Applications may also require additional review or approval by the City Council.

6. **Process:** Potential Partnerships shall be evaluated on an individual basis and the following process must be followed:
 - Partnership applications must be completed and sent to the Recreation, Parks, and Marina Department 90 days from the start of the requested activity. If the proposed partnership does not involve the Recreation, Parks, and Marina Department, it will be forwarded to the appropriate department director.
 - Within 30 days of receiving the application, the department director will;
 - Identify appropriate staff to include in the evaluation of the proposed Partnership.
 - Staff will review application for content and assess the application utilizing the established guidelines.
 - Follow up with applicant as needed.
 - Following review, the department director will make a recommendation to the City Manager whether the application should be approved or denied.
 - City Manager will approve or deny the Partnership Application within 45 days after the Application was submitted.
 - If fees are being requested to be waived, the Partner must complete the fee waiver process.
 - If approved, the application will run through the following process:
 - Department director along with the City Attorney's Office (as required) will finalize the terms of the Agreement and prepare for formal execution.
 - Final execution will entail the creation of a Partnership Agreement or memorandum of understanding (MOU).
 - Signatures by the applicant, City Manager, and City Attorney (as necessary) to ratify the MOU.



City of Suisun City
Recreation, Parks, & Marina Department
PARTNERSHIP APPLICATION

Organization Name

Main Contact Name

Phone Number Other Phone

Mailing Address

City State Zip

Email Address

Website

2nd Contact Name

2nd Contact Phone Other Phone

2nd Contact Email

Type of Partnership

- Community Group
- Business or Corporation
- Social Service Club
- Non-Profit
- Volunteer
- Government
- Public School District

Partnership Activity (Check all that apply)

- Funding
- Volunteer
- Programming / Special Event
- Park or Facility Operational Support
- Park or Facility Development
- In-kind Goods or Services

PARTNERSHIP DESCRIPTION

Location Please list location of activity, park, community center, or other location. If necessary, attach map.

Please describe in detail proposed partnership activity. Please include scope of those you serve i.e. the amount of people, frequency of proposed activity, scale of program, program duration, etc.

Does the City of Suisun City currently offer this activity

- Yes
- No
- Not Sure

If "Yes" please explain how the proposed activity is different or complementary to Suisun City's activity.

Does this project include other partners

- Yes
- No

If "Yes" Please list each partner and their role in this activity.

What is the benefit of your activity to the Suisun City community

What is the benefit to the City of Suisun City

Please describe in detail why you or your organization is qualified to offer this specific activity.

What City of Suisun City Strategic Plan Goals does this activity reflect Please explain how.

- Revitalize Historic Downtown
- Develop Sustainable Economy
- Ensure Public Safety
- Provide Good Governance
- Ensure Fiscal Solvency
- Enhance Environment

Other information you would like to share.

SUPPORTING DOCUMENTATION

Please include the following

Costs:

Please attach a complete proposed partnership budget. The following items must be included

- a. City staffing requirements
- b. How are you funding this service
- c. Sources of your funding
- d. What is your capacity to manage this activity
- e. Total project costs

Other Supporting Documentation:

- a. Project design
- b. Letters of support
- c. Management plan – long and short term
- d. Monitoring plan – long and short term
- e Insurance

SPECIAL EVENT PERMIT APPLICATION



WELCOME

The City of Suisun City offers a variety of outdoor facilities that are ideal for special events including community-based festivals, parades, seasonal celebrations, philanthropic events, or even large family gatherings.

Large special events often require City issued permits and have other requirements that ensure the safety of participants and minimize impacts to the surrounding neighborhoods. This application has been developed to help facilitate the planning of your special event. This application is also intended to help you understand the City’s special event permitting process and the deadlines for submitting required documents.

The submission of a Special Event Permit Application does not constitute approval of your special event. The application must be submitted a minimum of 60 days prior to your event in order for the City to have adequate time to distribute the application to City Departments for their review and/or approval and to allow you to answer any questions posed by the Special Events Committee.

Uses that require equipment set-up in a park, beyond a typical picnic reservation, bounce house use, or uses that meet the following criteria require a Special Event Permit:

Area Type	Criteria
Community Parks	50 or more people participating in an organized gathering that is not a typical activity contained within a reservable area such as a picnic or athletic field use*.
Special Use Parks (i.e. Old Town Plaza, Sheldon Plaza, Courtyard at Harbor Square)	50 or more people depending on the park. <i>Requires staff consultation prior to submitting permit.</i>
<i>*Note: Multiple fields and/or venues for the same event that use passive areas of the site location require a Special Event Permit. Special Event Permits will not be approved for events occurring on the same day as Celebrate Suisun, the Fourth of July festivities, or Christmas on the Waterfront, and other traditional City-wide events.</i>	

Payment of the special event deposit and application fee is due when the application is initially submitted. The City will review your application and either approve, conditionally approve, or deny the application within 21 days of receipt.

Special Event Permit Applications that are conditionally approved will provide the applicant with specific information of any applicable fees for required services and/or any additional conditions of use. Payment of fees for any additional services required by the City must be made before the City will issue a Special Event Permit. The applicant shall ensure the Permit is available on-site throughout the duration of the entire event.

If a Special Event Permit is denied, the applicant will receive a full refund of their deposit. The application fee is **non-refundable**. If a Special Event Permit is not issued, based upon an applicant's failure to comply with required measures within specified deadlines, the applicant forfeits the full application fee, including the deposit.

Organizations that violate any requirements included in their approved Special Event Permit will be subject to the following:

- 1st infraction - \$250.00 fine
- 2nd infraction - \$500.00 fine and denial of future events
- Unauthorized use of City water - \$250.00 fine per event day

The cost of any damages caused by the event to City property and/or equipment will be charged to the Special Event Permit applicant/organization at a fee equal to the total cost of repair and/or replacement. Damage costs will be deducted from the deposit on file and any damage costs above the deposit amount will be billed to the applicant/organization with a payment due to the City within 14 days of date of invoice.

Notable requirements:

The City does not permit or allow the use of stakes or any in-ground securement for securing fences, structures, bounce houses, etc.

In the interest of safety and to prevent confusion related to utility markings on City streets, paths, or paved surfaces, only white chalk may be used when marking routes.

All route markings are to be removed at the end of your special event including the removal of all chalk markings on City streets and property. Failure to remove route markings may result in forfeiture of part or all of the event deposit. If damages exceed the deposit amount, applicant will be billed for outstanding amount with a payment due within 30 days of invoice.

EVENT PLANNING CHECKLIST

The City of Suisun City is committed to supporting quality events that are safe and enjoyable. If you have questions regarding the permitting process, please contact the Recreation, Parks, & Marina Department (RPM) at (707) 421-7200.

Below are the required forms and information that must be submitted to the City to obtain a Special Event Permit. In the Completed column, check all applicable completed items or write N/A for any items that do not apply to your event. Only complete applications can be accepted.

Requirement/Form	Required to Complete/Acknowledge	Completed
Applicant & Event Information	All Applicants	
Applicant Certification & Agreement	All Applicants	
Insurance Certification	All Applicants	
ADA Awareness & Compliance	All Applicants	
Alcoholic Management Plan	Events serving or selling alcoholic beverages. Potential need for Open Container or ABC permit. <i>Contact Suisun PD (707) 421-7373</i>	
Entertainment Related Activities	Events including musicians, performers, and/or amplified sound. <i>Contact Suisun PD (707) 421-7373</i>	
Fencing	For questions about fencing or to make arrangements for an inspection, please contact <i>Suisun Public Works Department (707) 421-7340</i>	
Food & Product Concessions	Events involving the preparation and/or sale of food and beverage items. Potential need for Solano County Health Permit. (707) 784-8600	
Marketing/Advertising	All Applicants	
Parking Plan	May require Street Closure Application and Permit.	
Portable Restrooms	Events requiring a Site Plan and Route Map and/or all events expected to exceed 100 people in attendance.	
Safety & Security Plan	All Applicants – Provide detailed map	
Site Plan & Route Map	Events that will request street closures or will include use of streets, sidewalks, public parking lots, or vehicles in parks.	
Street Closure Approval	Events that will cause closure or block any street, delay or alter traffic movement (including pedestrian) on any street, highway, sidewalk, public parking lot or structure on an alley. <i>Contact Suisun PD (707) 421-7373</i>	
Stages/Platforms/Tents/Canopies/ Temporary Structures	Requirements will vary on event location and temporary structure size.	
Vehicles in Park	Events requiring special equipment OR that will require driving a vehicle into the park. <i>Contact RPM Department (707) 421-7200</i>	
Waste Management	All Applicants	

APPLICANT & EVENT INFORMATION

Event Name: _____ **Estimated Attendance:** _____
Event Location: _____
Event Date: _____ (include days of week and dates)
Event Time: _____
Set-up time: _____ am/pm
Clean-up time: _____ am/pm

Applicant Information (has primary responsibility for the event):

Applicant's Name: _____ **Title (if applicable):** _____
Name of Group/Organization (if applicable): _____
Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Daytime Phone: _____ **Cell Phone:** _____
Fax: _____ **Email:** _____
Name of Alternate Event Contact: _____
Daytime Phone: _____ **Email:** _____

Event Information

Event Type: (please check all that apply)

- Fair/Festival Parade/Rally Race/Walk Concert/Entertainment Performance
- Sports/Recreation Fundraising Wedding/Reunion Corporate Event/Training
- Other: (please explain) _____

Is this an annual event for you and/or your organization? Yes No

If yes, how many years has the event been held? _____

If yes, where have the previous events been held? _____

Does the City of Suisun have a copy of your liability insurance covering the date(s) of your event? Yes No

Emergency Contact

In case of an emergency during the event, a contact person must be available throughout all hours of the event. If this person is different from the primary applicant information, please list below:

Name: _____
Daytime Telephone: _____ **Cell:** _____

Permit Application Fee – For Office Use Only

- Approved Partner Organization (\$25) Resident (\$100) Non-Resident (\$200)
- Approved Non-Profit (\$50) must provide non-profit ID number

Event Deposits

- \$200 less than 100 people // \$500- 101 – 250 people // \$750- 251 – 500 people // \$1,000- 501 + people

APPLICANT CERTIFICATION & AGREEMENT

I, _____, on behalf of the group or organization I represent, certify all forms and requirements of the Special Event Permit Application packet have been completed. I attest the information contained herein is accurate, to the best of my knowledge and belief. I further attest I have read all the rules, regulations and guidelines specified herein and which is included in this Special Event Permit Application packet.

I, _____, on behalf of the group or organization I represent, am authorized to commit said organization to abide by the rules, regulations and guidelines specified herein, and that I and/or my organization accepts all responsibility for any damage to City property and/or facilities, any payments for municipal services and/or resources as have been outlined or as they may be utilized by me and the organization whom I am representing and the patrons who will be served by this Special Event. I further agree to provide the City with updated contact information as needed should the information change prior to or during the Special Event date.

In consideration of the requested Special Event Permit use, and upon my signature below, I and/or my organization do hereby agree to and represent the following

1. I, and/or my organization, do hereby agree to, and shall, defend, indemnify, and hold harmless the City of Suisun City, its officials, officers, directors, employees, volunteers and agents from and against any or all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description, directly or indirectly, arising from usage or activities for which Special Event Permits are granted.
2. I, and/or my organization, take full responsibility for seeing the use of said City facilities is in full adherence and compliance with all applicable City rules and conditions, and the requirements of State Law.
3. On the date(s) of _____, commencing at 12:01 a.m. and expiring at 12:00 midnight, I, and/or my organization, will at its sole expense, maintain in full force and effect a policy or policies of comprehensive general liability insurance written by one or more responsible insurance companies licensed to do business in California, that insure I, and/or my organization, and the City of Suisun as an additional insured, against liability for injury to persons or property and for death of any person or persons with respect to usage or activities under the permit. Each such policy shall be subject to approval by City of Suisun City as to form and as to insurance company. The comprehensive general liability insurance policy limits of such insurance shall not be less than \$1,000,000 combined single limit.

I, _____, on behalf of the group or organization I represent, understand various City Departments will review and/or comment, that department staff is aware of the request for a Special Event Use Permit, and the requirements for their respective departments have been met. If a department has any questions and/or the requirements have not been met pursuant to the Special Event Use Permit process, the processing of the permit application may be delayed. The City of Suisun City reserves the right to suggest and/or require additional conditions or corrective actions concerning, but not limited to, traffic and parking enforcement, litter control, insurance requirements, and facility scheduling to avoid conflicts with other scheduled activities. Only after each department has signed-off will the Special Event permit process be considered complete.

Applicant's Signature: _____ **Date:** _____

INSURANCE CERTIFICATION REQUIREMENT

As a condition of use, your organization must provide, at your sole expense, proof of insurance coverage including the required Additional Endorsement within 30 days prior to the start of your event/program. Insurance coverage and the Additional Endorsement shall be subject to approval by the City of Suisun City as to form and as to insurance company.

Proof of insurance comprised of certificates of insurance and original endorsements of **comprehensive general liability insurance** written by one or more responsible insurance companies licensed to do business in California must include:

1. Name the **City of Suisun City, its officials, officers, directors, employees, agents and volunteers** as **additional insured** against liability for injury to persons, damage to property and for the death of a person or persons arising or resulting from any act or omission on the part of your organization, its agents or employees.
2. Include liability coverage for claims made by participants of your event/program. You are advised that any and all **exclusions** pertaining to athletic or recreational events/programs must be disclosed in the endorsement and failure to do so will not necessarily insulate your organization from individual liability for claims made as a result of the use of the facilities and your event/program.
3. Be **PRIMARY** insurance with respect to the additional insured named above. Any other insurance available to the **City of Suisun City, its officials, officers, directors, employees, agents and volunteers shall** be excess and noncontributing.
4. The comprehensive general liability insurance policy limits of such insurance shall not be less than **\$1,000,000 per occurrence for bodily injury, personal injury and property damage**. Any deductible or self-insured retentions must be identified and approved by the City. In the event the deductible is deemed to be too great, the City may require you to have your insurer eliminate the deductible or reduce it.
5. You must satisfy these requirements by furnishing the City with certificates of insurance and original endorsements affecting the required coverage. The certificates and endorsements are to be on ISO-approved forms. The City will not accept a Certificate of Insurance alone as proof of insurance coverage. The original endorsement must specifically list the following:

"The City of Suisun City, its officials, officers, directors, employees, agents, and volunteers are additional insured against liability for injury to persons, damage to property and for the death of a person or persons arising or resulting from any act or omission on the part of your organization, its agents or employees. **This insurance is primary with respect to the additional insured.** Any other insurance available to the City of Suisun City, its officials, officers, directors, employees, agents, and volunteers shall be excess and noncontributing."

You are strongly urged to show this Notice of Conditions (including the precise wording of these requirements) to your insurance agent or broker to assist you, your agent, and the City process the proper documents in a timelier manner.

If you are not able to obtain this insurance on your own, you may be able to purchase insurance with the assistance of the City of Suisun City RPM Department

Your signature below indicates your receipt and understanding of each of the conditions listed above:

Printed Name of Authorized Representative: _____ Title (if applicable): _____

Signature of Authorized Representative: _____ Date: _____

Name of Group/Organization (if applicable): _____

ACCESSIBILITY / ADA COMPLIANCE

Event organizers are required to comply with all Federal, State, County and City ADA laws applicable to your event per the Americans with Disabilities Act (ADA). All event venues, structures, and activities shall be accessible to persons with disabilities. If a portion of your event cannot be made accessible, an alternate area must be provided with the same activities that are in an accessible area. This area must include signage indicating that it is an ADA accessible area.

You need to consider access to the following as you plan your event:

- First Aid
- Information Center
- Parking
- Paths of Travel (to and from and inside event)
- Restrooms (see “Restrooms” for requirements on page 14)
- Hand Washing Stations
- Seating
- Signage
- Drinking Fountains
- Telephones
- Transportation
- Access to vendors (food/beverage/merchandise and information)

If all areas are not accessible, directional signage or a map or program must be provided to attendees indicating the location of accessible restrooms, parking, drinking fountains, phones, etc.

Compliance with the Americans with Disabilities Act and any and all amendments to the Act shall be the sole responsibility of the applicant. The applicant agrees to defend and hold the City harmless from any expense or liability arising from the applicant’s non-compliance.

For more information about the Americans with Disabilities Act and compliance at events, please visit www.ada.gov.

ALCOHOL MANAGEMENT PLAN

If you are interested in serving or selling alcohol at your event you will need to obtain the appropriate licenses from the Suisun City Police Department and the California Department of Alcoholic Beverage Control (ABC) and abide by the following rules:

- All alcohol must be sold and consumed within a controlled area per Suisun City Municipal Code 21.06.010 General Rules and Regulations and 21.10.020 Special Event Beverage Control Area Diagram.
- All parks unless specifically designated are alcohol free.
- If the alcohol area is accessible to all ages, anyone wishing to purchase or consume alcohol must present a current ID, be of 21 years of age or older, must stay within the alcohol beverage containment area, and be wearing a wristband provided by the event host.
- Servers must be 21 years of age or older.
- Servers may not consume alcoholic beverages while serving.

- Shots are not permitted.
- Alcohol cups must be served in marked paper or plastic cups and be distinguishable from soda cups.
- Service must end a minimum of 30 minutes before the scheduled event end time.
- Non-alcoholic beverages, water, and food must be available at the event.

Are you requesting permission to serve alcohol at your event? Yes No

Does your event involve the sale of alcoholic beverages?* Yes No

****If yes, an additional permit is required.*** You must apply for an Alcohol Beverage Control (ABC) license. To qualify for a Special Daily License, you must be an existing non-profit organization. Commercial enterprises and caterers are subject to different requirements.

Type of alcohol (check all that apply): Beer Wine Distilled Spirits

Explain your sales plan (ticket system, cash at service area, etc.):

Explain your method of serving:

Explain who will serve the alcohol (professional bartenders, volunteers, etc.):

How many alcohol service locations will you have and where will they be located (please include on site map):

Is the event open to all ages? Yes No

Explain how ID's will be checked, wristbands applied and how you will monitor any underage drinking:

Do you have an alcohol sponsor? Yes No *If yes, explain:*

ENTERTAINMENT RELATED ACTIVITIES / AMPLIFIED SOUND

Amplified sound includes speeches, music or other sound projected or transmitted by electronic equipment including amplifiers, loud speakers, microphones, megaphones, similar devices or combination of devices which are powered by electricity or battery and which are intended to increase volume, range, distance or intensity of speech, music or other sound may require

Will your event include amplified sound? Yes No

Please note applicants are responsible for providing written notice to all affected addresses. Written notice shall be made to all residents on the form provided with the permit application (or other form approved by the Suisun City Police Department.) The complete list of addresses notified and a copy of the delivered notice shall be returned to the Suisun City Police Department no later than 14 days prior to the start of the event.

Will sound checks be conducted prior to the start time? Yes No *If yes, what time:* _____

Describe the sound equipment that will be used at your event:

Are there any musical entertainment features related to your event? Yes No

**If yes, please attach a performance schedule including performers/ bands/ DJ's, types of music and performance schedule.*

Does the entertainment include inflatables? Yes No *If yes, explain:*

Does the entertainment include carnival rides or live animals? Yes No **If yes, explain:*

Does the entertainment include vehicles? Yes No **If yes, explain:*

Drive on Permit and Fee may be required.

FENCING

Fenced area refers to any event or area within the event that is closed off by temporary fencing. The Suisun City Fire Department will review your site map and set an occupancy load for the fenced area. When developing your fence plan, please keep in mind the following rules:

- The City does not permit the use of stakes of any type or other in-ground securement for fencing.
- In addition to the main entrance, 2 exits shall be provided when the venue accommodates fewer than 1,000 attendees; 3 exits for 1,000-3,000 attendees; and 4 exits when the venue accommodates more than 3,000 attendees.
- Exits shall be equally spaced along the perimeter of the fence and shall be spaced so that no exit is greater than a distance of 400 feet of travel from the next exit.
- Exit widths shall be understood to be a panel's width of temporary fencing, to provide an opening of no less than 48 inches.
- Each exit shall have a security guard or volunteer assigned to it.
- Each emergency exit shall be indicated by a sign with a white background and contrasting red letters; sign shall measure 18x24 inches, sign lettering shall measure 12 inches in height; and signs shall be placed at the top center of the exit panel.
- In some cases, a Fire Department inspection may be required to set the occupancy load and check access and exits. For questions about fencing or to make arrangements for an inspection, please Suisun Fire Department at (707) 425-9133.

Will your event include the installation of fencing? Yes No **If yes, indicate on the site map and explain:*

FOOD & PRODUCT CONCESSIONS (VENDORS)

A "vendor" is defined as an organization or business that sells or advertises products/or services to event attendees. Generally, there are three (3) categories of vendors: 1) food/ beverage, 2) merchandise, and 3) information. A City of Suisun City Business License is required for vendors who wish to sell, expose for sale, or offer

for sale any food/beverage or merchandise in the City of Suisun City. You should require each vendor to provide you, the event organizer, with a copy of their City of Suisun City Business License and general liability insurance.

Does your event include food vendors? Yes No How many? _____

*A Solano County Health Permit may be required from the Solano County Health Department. A copy of the Health Department approval must be submitted to the Special Events Coordinator at least 14 days prior to your event. Please contact the Solano County Health Department at (707) 784-8600 for more information.

What method(s) will be used? (check all that apply) Gas Electric Charcoal Other

*A ground covering must be used in all cooking areas when ground covering is required by Health Department. Ground covering must be approved by Solano County Health.

What is your plan for disposing of grease, charcoal and/ or waste water?

Does your event include merchandise vendors? Yes* No How many? _____

*Contact the State Board of Equalization at (916) 445-2918 to determine the requirements necessary as the Event sponsor. Vendors who plan on selling products and/or services may be required to have a valid California seller's permit, and as the event sponsor, you may be required to maintain a record of each vendor's permit number. More detailed information on Special Event seller's permit requirements may be found online at the State of California Board of Equalization's web site: www.boe.ca.gov Sample forms, including Seller's Permit Applications, may be downloaded.

Does your event include information vendors? Yes No How many? _____

Will any items or services sold at your event present any unique liability issues? (massage, pony rides, tattooing/piercing, etc.) Yes No **If yes, explain:*

A complete listing of all vendors may be required prior to the event date. The listing must include the vendor(s) business name, address, city, state, zip code, telephone number, business license number California seller's permit number.

MARKETING / ADVERTISING / PROMOTION

Please ensure that you have conditional approval before you begin to market, advertise or promote your event. Acceptance of the Special Event Permit Application is not a guarantee of the date, location, or automatic approval of your event. Once you have conditional approval you may proceed to market, advertise or promote your event at your own risk. However, if the permit is not granted and the event is therefore cancelled you may not hold the City of Suisun City responsible or liable for any costs incurred from your marketing, advertising or promotions.

Describe how you will market, advertise or promote this event or invite attendees to the event (include event website and social networking sites if applicable; attach additional pages as needed):

Do you plan to advertise and promote your event beyond Solano County? Yes No **If yes, explain:*

Do you plan to include radio or television promotions? Yes No **If yes, explain:*

Do you expect a live broadcast or feed from the event? Yes No **If yes, explain:*

Do you expect media coverage? Yes No **If yes, explain*

Do you plan on using signs, banners, and/or searchlights as a source of advertisement? (See Municipal Code Section 18.44 for specific information on searchlights) Yes No **If yes, explain:*

Note: Temporary off-site signs such as banners, A-frames, or other signage within the public right-of-way are not permitted.

PARKING PLAN

When planning your event it is important to consider the impact your event will have on parking in the area. In some cases, a parking management plan will be required if the venue cannot accommodate the number of anticipated attendees. If a parking management plan is required, you will be required to identify City owned or private parking lots that will be utilized, a shuttle plan, the use of carpools, public transportation, ADA accessible parking provisions and/or special parking requests. For example, if your event expects to draw a large number of bicycle riders, the City of Suisun City recommends event organizers reserve space for bicycle parking.

PORTABLE RESTROOMS

To ensure there are adequate restroom facilities for your event participants/attendees, 2 portable toilets are required for every 200 people attending your event. This requirement may be modified at the sole discretion of the RPM Department in alignment with Solano County Health guidelines. Please contact the RPM Department at (707) 421-7200 to help determine the number of additional restrooms needed and the placement of the restrooms.

Number of expected participants/attendees: _____ Note: If only 2 portable toilets are required, 1 must be fully ADA accessible. Otherwise, a minimum of 10% of the total number of portable restrooms provided must be fully ADA accessible.

Setup Date: _____ Time: _____ Pickup Date: _____ Time: _____

Portable Toilet Company Name: _____ Contact Information: _____

SAFETY & SECURITY

You may be required to hire City of Suisun City Police Department officers, a professional security company, or a combination of both in order to obtain your Special Event Permit. The number and type of security personnel required will depend on expected attendance, location of the event, presence of alcohol, history of the event, nature of the event, street closures and the amount and type of advertising used to promote your event.

Do you anticipate having the need for event security to assist you with crowd control and/or traffic control?

Yes No ****If no, explain why you do not feel the need for security?***

If yes, what form of security will you be using? *(check all that apply)*

- City of Suisun City Police Officers (only if mandated by Suisun City Police Department)
- Licensed professional security company
- Other: _____

Consult with the Suisun City Police Department at (707) 421-7373 about hiring extra-duty City of Suisun City officers no less than 21 days prior to your event.

If using a licensed professional security company, please complete the following:

Name of Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Telephone: _____ Evening: _____

Fax: _____ Cell: _____

Private Patrol Operators License Number: _____

City of Suisun Business License Number: _____

License to carry firearms: Yes No

Have you made provisions for on-site medical services? Yes No

If yes, please describe your medical plan:

SITE PLAN, ROUTE PLAN, ROUTE MARKINGS

A scaled and complete site plan and/or route map is required to be submitted with your application. On your site plan/route map, please indicate:

1. An outline of the entire event venue including the names of all streets or areas that are part of the venue.
2. All existing structures, restrooms, and parking areas, including disabled parking with the event site.

3. Location of proposed street closures, temporary parking areas, and any temporary fencing, barriers, or barricades.
4. Location of all temporary structures (stages, bleachers, grandstands, other seating areas, tents, portable restrooms, booths, trash containers, dumpsters, etc.).
5. Location of cooking and/or food service areas; alcohol service areas; vendor areas; and any other booth areas.
6. Location of vendors/information booth(s)/entertainment.
7. Location of generators and/or source of electricity.
8. Placement of vehicles and trailers.
9. Entrance/exit locations for outdoor events that are fenced, and entrance/exit locations within tents or temporary structures.
10. Identification of all event components that meet Americans with Disabilities Act accessibility requirements (including, but not limited to accessible parking, passenger loading/unloading areas, restrooms, seating, and path of travel) if your event is open to the public.
11. A route map for parades or other moving components to the event.
12. Any staff/Information booths, first aid stations, etc.

Route Marking Policies:

1. No permanent route markings may be used.
2. When using chalk, only white chalk may be used.
3. All route markings must be removed on the day of the event.
4. White chalk markings on any surfaces must be washed/brushed off on the day of the event.
5. Route markings should be placed in a manner not to block the view of traffic.
6. A cleaning fee will be assessed after the event for non-removal of chalk markings the day of event or markings not authorized for use.

STREET CLOSURE

You must contact the Suisun City Police Department **at least 30 days prior to the event**. Applicants will be expected to provide Suisun PD a Traffic Management Plan.

Applicants are responsible for providing and properly placing the necessary traffic control equipment such as barriers/barricades, cones, delineators, and advisory/detour signage. Street closure points must be manned at all times. In some cases, Suisun City Police Officers will be required to facilitate the closure at an additional cost to the applicant.

Applicants are responsible for providing written notice to all affected addresses. Written notice shall be made to all residents on the form provided with the permit application (or other form approved by the Suisun Police Department.) The complete list of addresses notified and a copy of the delivered notice shall be returned to the Suisun Police Department no later than 14 days prior to the start of the event.

Contact the Suisun City Police Department (707) 421-7373 for questions or more information.

STAGES / PLATFORMS

Mobile stages are not permitted on the grass area of any Suisun City Park.

Will your event include the installation of stages or platforms? Yes No **If yes, indicate on the site map.*

How many stages? _____ What are the dimensions? _____

TENTS / CANOPIES / TEMPORARY STRUCTURES

Tents larger than 200 square feet and canopies that are larger than 400 square feet must be inspected by the Suisun City Fire Department (707) 425-9133. The City does not permit the use of any type of stakes or in-ground securement for tents, canopies, or temporary structures. The following California State Fire Code regulations apply to tents/canopies of this size:

Location:

- Must be placed at least 20 feet from any property line, building or other tent/canopy/temporary structure.
- A fire access roadway, at least 20 feet wide must be posted on the premises.
- All vehicles with an internal combustion engine must be at least 30 feet from any tent/canopy/temporary structure.

Tent/Canopy Material:

- All tent materials must be either fire retardant or made to be fire retardant in a Fire Department approved manor.
- Fire Extinguishers may be required by the Suisun City Fire Department.
- Proof that materials are fire retardant must be posted on the premises.
- All weeds, vegetation and combustible waste must be removed from the area occupied by the tent/temporary structure, as well as from a 30 feet area surrounding the tent/canopy/temporary structure.

Seating:

- Chair rows must be no longer than 15 seats and have 18 inches of clearance front to back.
- Aisles must be at least 44 inches wide.

Exits:

- Exits must be evenly spaced at least every 100 feet around the perimeter.
- Exit signs must be hung when the occupancy exceeds 50 attendees.

Will your event include tents or canopies? Yes No **If yes, indicate on the site map and explain:*

Number of tents/canopies: _____

Tent/canopy size(s): (If you have multiple tents/canopies with varying sizes, indicate the number with the corresponding size):

VEHICLES IN PARKS & PROMENADE

Vehicles are not authorized to drive in any grass/turf area or the Promenade without written approval from the RPM Department.

Are you requesting to drive on the Promenade? Yes No How many vehicles? _____

Are you requesting to drive on Park (turf)? Yes No How many vehicles? _____

Will you need to park vehicles in the park during your event? Yes No How many vehicles? _____

WASTE MANAGEMENT & RECYCLING

You are responsible for properly disposing of all waste and garbage throughout the term of your event. Immediately upon conclusion of the event, the area must be returned to a clean condition. All events are encouraged to use sustainable waste practices and recycling.

You, as the event organizer, are responsible for providing a sufficient number of garbage and recycling receptacles at your event. Republic Services can provide you with trash and organic waste dumpsters for your event. Republic Services can also provide recycling carts. Applicants must contact Republic Services at (707) 437-8900 at least 2 weeks in advance to request needed collection devices. All solid waste produced from your event must be removed.

Will you be providing additional dumpsters? Yes No **If yes, please identify the following:*

Total number of dumpsters: _____ Size of dumpsters: _____

Delivery Date: _____ Time: _____

Pickup Date: _____ Time: _____

Please explain your plan for clean-up, recycling, and waste removal during and after the event:



City of Suisun City of Suisun

611 Village Drive
Suisun City, CA 94585
Phone (707) 421-7200
www.suisun.com

Facility Fee Waiver Policy

Facility fees charged for the use of City facilities may be waived by the City of Suisun City, in certain limited cases. Any applicant requesting such a waiver must submit the appropriate documents demonstrating that the applicant or intended use fall within the following categories □

- 1) Intergovernmental Cooperation
- 2) Non-profit Organization
- 3) Official Suisun City Partner / Co-Sponsored Event

Any applicant requesting consideration of their waiver must complete the following:

1. Submit a letter to the Recreation, Parks, and Marina Director outlining the specific fee waiver request. The letter should include all pertinent information and must be signed by an authorized representative.
2. Complete the Fee Waiver Application and the appropriate facility application;
 - Facility rental application
 - Park rental application
 - Special event application
 - Combination of applications.
3. Submit a copy of the applicant's non-profit organization documents or any other documents as may be required to show the applicant's organizational paperwork.
4. Submit a copy of the applicant's appropriate insurance. A certificate of insurance must be provided by the permittee and should include the following language □ Contractor or event sponsor shall hold harmless, defend and indemnify the City of Suisun City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expenses, costs, (including without limitation costs and fees of litigation) or every nature arising out of or in connection with contractor's or event sponsor's performance or work hereunder or its failure to comply with any of its obligations contained in the agreement. Minimum limits of insurance are \$1,000,000 for General Liability, Automobile Liability, Employer's Liability and Errors and Omissions. The insured party will

need to supply an endorsement naming the City of Suisun City as an additional insured. This documentation must be provided to the City - at submission of application.

5. Submit a copy of any other documents that are requested by the Recreation, Parks, & Marina director.
6. No fee waivers will be granted at the Joseph Nelson Community Center or the Suisun City Senior Centers on any Friday, Saturday, or Sunday as those are prime rental periods.
7. No fee waivers will be approved for events scheduled to compete against already planned Suisun City community events (4th of July, Christmas on the Waterfront, Celebrate Suisun City, etc.)
8. All documents must be provided to the Recreation, Parks, and Marina Director well in advance of the event date. Please see Application Schedule below.
9. Failure to abide by these procedures will constitute in denial of the fee waiver request.

Examples of functions not considered for a waiver but not limited to the following

- Commercial events
 - Corporate events
 - Family or social gatherings
 - Events that provide no community benefit
 - Trainings that charge for participation
10. Fees may be waived and/or reduced for events and/or programs by the City of Suisun City. In determining a fee waiver, if a fee is to be waived, the following criterion should be considered

Intergovernmental Cooperation

The City of Suisun City may waive fees for Intergovernmental cooperation for special events or temporary uses when the applicant is another government agency and the use is related to the performance of its normal functions and is a benefit to residents of the City of Suisun City.

Non-Profit Organization

The city may waive fees for non-profit organizations. The non-profit must provide proof of their current standing with the State of California. The activity for which they are requesting a fee waiver must show a community benefit. This benefit could be the activity itself, a financial donation to an organization in need, or provide a necessary service. The valid non-profit or community service organization also needs to prove that they are serving the residents of Suisun City through their operation. The organization must submit their policy showing that they do not deny participants due to their inability

to pay registration or participation fees. They also need to prove the imposition of fees would create a financial hardship on the organization or would have a detrimental effect upon the services provided to the public. The activity in which the non-profit wishes to produce should have no significant impact on the facilities or department activities, that the permittee will provide volunteer services and materials to mitigate any impacts created by the event or program, or that the impacts are adequately offset by the public benefit provided by the program or event.

Official Suisun City Partner / Co-Sponsored Event

An official partner is an organization or individual that has completed the Partnership process with Suisun City. These partners have proven to provide a needed benefit to the community and therefore are eligible for fee waivers for the program delineated in the Partnership Agreement. All fees charged and waived will be listed in the Partnership Agreement and any additional activities requested on behalf of the recognized partner would cause an amendment to that Agreement.

Fee Waiver Application Fee

There is a \$190 application fee (non-refundable) due at the time of submission of the Fee Waiver Application. This fee is not eligible to be waived.

Fee Waiver Length

Three (3) years is the maximum time that a fee waiver can be approved for. At the end of the initial agreement, the applicant must complete the Fee Waiver process again.

Approvals

- Fee waiver requests for one time or the ongoing use of City facilities will be sent to the Recreation, Parks, Marina Department for consideration.
- If the request involves approval from another City of Suisun City Department, the request will be forwarded to that department.
- Request for fee waiver applications will be reviewed by the appropriate city staff and the department director based on the timeline published in this document.
- Applications will be assessed based on the requirements listed in this document.
- Department director will make a recommendation to the City Manager for final approval or denial.
- City Manager will approve or deny the Fee Waiver Application and applicant will be notified.
- Any denial of a request for Waiver may be appealed to the City Council by providing a notice of appeal to the City Clerk within ten (10) business days of the denial decision.

Fee Waiver Application Schedule

You must adhere to the fee waiver schedule or your request may be denied

2021

Period	Event Start Month	Application Due Date	Approval / Denial Notification
Quarter 2	April May June	February 1, 2021	March 1
Quarter 3	July August September	May 3, 2021	June 1
Quarter 4	October November December	August 2, 2021	September 1

2022

Quarter	Event Start Month	Application Due	Approval / Denial Notification
Quarter 1	January February March	November 1, 2021	December 1, 2021
Quarter 2	April May June	February 1, 2022	March 1, 2022
Quarter 3	July August September	May 2, 2022	June 1, 2022
Quarter 4	October November December	August 1, 2022	September 1, 2022

FACILITY RENTAL FEE WAIVER REQUEST FORM

Organization Name _____

Contact Name _____

Email _____

Address _____

Type of Organization 501(c) (3) 501(c) (4) Governmental Agency
 Official Suisun City Partner

Date(s) of event _____ Facility(s) requested _____

Name and Purpose of Event _____

Describe Frequency of Event _____

- I have read the Facility Rental Fee Waiver policy. I am applying for a fee waiver based on the understanding and belief that my organization qualifies based on criterion identified in the Facility Fee Waiver Policy.

Printed Name _____

Signature _____

Date _____