

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, JANUARY 5, 2021

5:45 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 Jane Day, Alma Hernandez, Michael Hudson, Mayor Pro Tem Wanda Williams, and Mayor Lori Wilson. 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: 879 1960 0186

CALL IN PHONE NUMBER: (707) 438-1720

TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE

(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 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.)*

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

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 - 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 January 5, 2021 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, JANUARY 5, 2021

6:30 P.M.

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

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(Next Ord. No. – 781)

(Next City Council Res. No. 2021 – 01)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 01)

(Next Housing Authority Res. No. HA2021 – 01)

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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).

2. Police Department 100 Year Anniversary Presentation – (Roth: aroeth@suisun.com).
3. Fairfield and Suisun Transit Short Range Transit Plan Update – (Transportation Manager, City of Fairfield).
4. Mayoral Appointments to Council Committees and Ad Hocs – (Wilson: lwilson@suisun.com).

CONSENT CALENDAR

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

City Council

5. Council Adoption of Ordinance No. 777: Amending Section 2.16.070 of the Suisun City Code to Update Recreation, Parks, Marina, & Arts Commission Start Time of the Monthly Commission Meetings (Introduced and Reading Waived on December 15, 2020) – (Lofthus: klofthus@suisun.com).
6. Council Adoption of Ordinance No. 778: 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 (Introduced and Reading Waived on December 15, 2020) – (Folsom: gfolson@suisun.com).
7. Shryne Group Inc. Cannabis Business Zone, and Development Agreement – (Kearns: jkearns@suisun.com).
 - a. Council Adoption of Ordinance No. 779: 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 (Introduced and Reading Waived on December 15, 2020).

- b. Council Adoption of Ordinance No. 780: 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 (Introduced and Reading Waived on December 15, 2020).
8. Suisun City Local Early Action Planning (LEAP) Grant – (Kearns: jkearns@suisun.com).
 - a. Council Adoption of Resolution No. 2021____: Adopting the 2nd Amendment of the Annual Appropriation Resolution No. 2020-82 to Accept a Grant from the Department of Housing and Community Development (HCD).
 - b. Council Adoption of Resolution No. 2021-____: Authorizing the City Manager to Execute a Professional Services Agreement on the City’s Behalf with Accela to Provide Community Development Software, Data Migration and Support.
9. Council Adoption of Resolution No. 2021-____: Authorizing the City Manager to Execute a Professional Services Agreement on the City’s Behalf with AECOM Technical Services Inc. to Provide SB 2 Grant Programs Implementation – (Kearns: jkearns@suisun.com).

PUBLIC HEARINGS: None

GENERAL BUSINESS None

REPORTS: (Informational items only.)

10. a. Council/Boardmembers
- b. Mayor/Chair
11. City Manager/Executive Director/Staff

ADJOURNMENT

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CITY OF SUISUN CITY					
COMMISSIONS / COMMITTEES / AD HOC APPOINTMENT LIST					
December 30, 2020					
COMMISSION/COMMITTEE	MEMBER	APPOINTED	REAPPOINTED	TERM EXPIRES	APPOINTED BY
Planning Commission	Ken Holzwarth	10/6/2009	2/17/2017	2/6/2021	
	Dennis Clemente	6/19/2007	2/7/2017	1/5/2021	
	Robert Thomas	5/17/2016	2/7/2017	1/5/2021	
	Anthony Ramos	1/20/2009	2/7/2017	1/5/2021	
	Vacant			1/5/2023	
	Garry Rowe	2/5/2019		1/5/2023	
	Angel Borja	2/7/2017	2/5/2019	1/5/2023	
RPMA Commission	Puriie Conley	5/5/2018		1/5/2021	
	Tristan Dubois	2/19/2019		1/5/2021	
	Tyler Wilson	10/6/2020		1/5/2021	
	Eddrick Osborne	2/5/2019		1/5/2023	
	Loraine Meek	6/4/2019		1/5/2023	
	Shawn Lee Risko	6/4/2019		1/5/2023	
	David Anderson	10/6/2020		1/5/2023	
General Tax	Ruth Forney	5/30/2017	3/17/2020	4/1/2025	
Oversight Committee	Barbara Pisching	3/5/2019	3/17/2020	4/1/2025	
	John Pierce	2/5/2019		1/1/2022	
	Donald Peters	2/5/2019		1/1/2022	
	Tamara Colden	3/5/2019		4/1/2022	
Public Safety Committee	Billy Gaither	5/7/2019		3/31/2021	Mayor Wilson
	Michael Kucsera	5/7/2019		3/31/2021	Mayor Wilson
	Baruch Gould	12/17/2019		3/31/2021	Mayor Wilson
	Rene Steinhauer	3/17/2020		3/31/2021	Council Member Day
	Terrance West	12/17/2019		3/31/2021	Council Member Adams
	Fatima Neal-Epps	5/7/2019		3/31/2021	Council Member Williams
	Tom Kamin	5/21/2019		3/31/2021	Council Member Segala
	Brian Kermoade	5/21/2019		3/31/2021	SC Firefighters Association
	Eric Vera	7/2/2019		3/31/2021	SC Police Officers Association
Environment and Climate Committee	Elizabeth Ball	5/7/2019		3/31/2021	Mayor Wilson
	Patricia Matteson	5/7/2019		3/31/2021	Mayor Wilson
	Tristan Dubois	5/7/2019		3/31/2021	Council Member Adams
	Belinda Baugh Brown	5/7/2019		3/31/2021	Council Member Williams
	Joshua Russo	9/17/2019		3/31/2021	Council Member Segala
	George Guynn	7/2/2019		3/31/2021	Council Member Day
	Vacant			3/31/2021	Mayor Wilson Council Appointment
Lighting Landscape District	Patricia Matteson	5/21/2019		3/31/2021	
Citiaen Advisory Committee	Loraine Meek	6/19/2019		3/31/2021	
	Jim Wise	5/7/2019		3/31/2021	
	Mariah Klein	5/7/2019		3/31/2021	
	Douglas Stockins	5/7/2019		3/31/2021	
	Belinda Baugh Brown	5/7/2019		3/31/2021	

COMMISSION/COMMITTEE	MEMBER	APPOINTED	REAPPOINTED	TERM EXPIRES	APPOINTED BY
Economic Pandemic Impact	Jon Riley	5/19/2020			Mayor Wilson
Citizen's Advisory Committee	Valerie Baker	5/19/2020			Council Member Williams
	James Berg	5/19/2020			Council Member Adams
	Bill Champagne	5/19/2020			Council Member Day
	George Guynn	5/19/2020			Council Member Segala
	Michael Ndah	5/19/2020			Smaill Business
	Zen Hunter-Ishikawa	5/19/2020			Smaill Business
	John Salwoke	5/19/2020			Large Business
	Camran Nojoomi	5/19/2020			Large Business
	Vacant	5/19/2020			KROC Center
	Shello Kontagiannis	5/19/2020			Locally Owned Restaurant
	Laura Cole Rowe	5/19/2020			Business Member of BID
	Andrea Garcia	5/19/2020			Fairfield-Suisun Chamber of Commerce
	Solano County Black Chamber of Commerce	5/19/2020			Jonicon George
	Solano Hispanic Chamber of Commerce	5/19/2020			Alma Hernandez
	Lori Wilsom	5/19/2020			Mayor Wilson
	Greg Folsom	5/19/2020			City Manager
Committee/Board Appointments	MEMBER	APPOINTED	REAPPOINTED	TERM EXPIRES	
Senior Coalition of Solano County	Winston Baker	2/5/2019		1/1/2021	
Solano County Mosquito Abatement District	Maian Osum	2/5/2019		1/1/2023	
STA Bicycle Advisory Committee	Lawrence Gee	12/4/2018		12/31/2021	
STA Pedestrian Advisory Committee	Steve Olry	7/30/2019		12/31/2021	
Solano Commission for Women and Girls	Tiffany Thomas	12/4/2018		12/1/2021	
Solano County Library Advisory Council	Vacant	2/18/2020		1/1/2024	
Council/Staff Appointments	MEMBER	APPOINTED	REAPPOINTED	TERM EXPIRES	
SR2S Task Force Committee	Wanda Williams	3/5/2019			
STA-SR2S-AC (Appt by Police Chief Association)	Dan Healy				
Suisun City/FSUSD Joint Advisory Committee	Vacant				
Solano EDC Board	Wanda Williams	2/5/2019			
	Mayor Wilson	2/5/2019			
STA Board	Mayor Wilson				
	Vacant, Alternate	2/5/2019			
	Mayor Wilson				
Solano County Water Agency	Vacant, Alternate	2/5/2019			
Travis Regional Armed Forces Committee (No Appt, membership)	Mayor Wilson	2/5/2019			
	Greg Folsom	7/2019			
SSWA Appointment to ACWA as SSWA Rep	Vacant				

AD HOC Committee Appointments					
	MEMBER	APPOINTED	REAPPOINTED	TERM EXPIRES	
30 Acre Parcel Highway 12 and Marina Mixed Use	Lori Wilson Anthony Adams	2/19/2019			
Arts Park Proposal	Lori Wilson Wanda Williams	2/19/2019			
Main Street West Disposition and Development Agreement	Lori Wilson Mike Segala	2/19/2019			
FY 2019-20 Budget	Lori Wilson Mike Segala	12/11/2018			
FY 2020-21 Budget	Lori Wilson	2/4/2020			
Cannabis	Anthony Adams Wanda Williams	7/2/2019			
Lawler Ranch Mixed Use (Camran)	Lori Wilson Wanda Williams	9/17/2019			
Republic Services Contract Review	Anthony Adams Wanda Williams	12/19/2019			
City Manager Evaluation 2019	Anthony Adams Mike Segala	1/17/2020			
RPMA Commission Application Review	Wanda Williams Alma Hernandez	12/15/2020			

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AGENDA TRANSMITTAL

MEETING DATE: January 5, 2021

CITY AGENDA ITEM: Adoption of Ordinance No. 777: Amending Section 2.16.070 of the Suisun City Code to Update Recreation, Parks, Marina, & Arts Commission Start Time of the Monthly Commission Meetings (Introduced and Reading Waived on December 15, 2020)

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 Adopt Ordinance No. 777: Amending Section 2.16.070 of the Suisun City Code to Update Recreation, Parks, Marina, & Arts Commission Start Time of the Monthly Commission Meetings

ATTCHMENTS:

1. Ordinance No. 777: 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. 777

**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 January 2021.

Lori D. Wilson
Mayor

ATTEST:

Anita Skinner
City Clerk

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council on December 15, 2020 and passed, approved, and adopted by the City Council of the City of Suisun City at a regular meeting held on the 5th day of January 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 January 2021.

Anita Skinner
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: January 5, 2021

AGENDA ITEM: Council Adoption of Ordinance. 778: 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 (Introduced and Reading Waived on December 15, 2020).

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 District, 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: As required by law, the City Council held a public hearing on December 15, 2020 to receive and review any written protests to the proposed additional business classifications and levy of an annual benefit fee on businesses in the District. No written protests were received prior to or at the meeting. After the close of the Public Hearing City Attorney Taylor read the title of Ordinance 778 into the record and the Ordinance was introduced.

RECOMMENDATION: It is recommended that Council Adopt Ordinance No. 778: 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: Ordinance No. 778: 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.

APPROVED BY:

Greg Folsom, City Manager

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ORDINANCE NO. 778

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

13
14
15 _____
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 _____
Aleshire & Wynder, LLP
25
26
27
28

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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AGENDA TRANSMITTAL

MEETING DATE: January 5, 2021

CITY AGENDA ITEM: Shryne Group Inc. Cannabis Business Zone, and Development Agreement.

- A. Council Adoption of Ordinance No. 779: 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.
- B. Council Adoption of Ordinance No. 780: 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 Council held a public hearing on December 15 to discuss the entitlements for the Shryne Group Inc. proposal at 521 Railroad Avenue. The entitlements included a Commercial Cannabis Business Permit; Site Plan/Architectural Review; Cannabis Business Zone; and Development Agreement. At the close of the public hearing, the City Council voted 5-0 to adopt the resolution for the Commercial Cannabis Business Permit and Site Plan/Architectural Review Permits. They also voted 5-0 to introduce and waive reading of the two ordinances.

STAFF REPORT: Following the action of the City Council on December 15, the next step would be to consider adopting the two ordinances. The Cannabis Business Zone is essentially an overlay zone in the City's Zoning Map which allows for a Type 11 "Distribution" license on the subject property in this case. Without the Cannabis Business Zone, only a retail dispensary would be allowed. The other ordinance under consideration is for the development agreement which is triggered by the formation of Cannabis Business Zone and would establish specific requirements for the project and its operation. If adopted, the ordinances would become effective 30 days after the date of adoption.

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

PREPARED BY:
APPROVED BY:

John Kearns, Senior Planner
Greg Folsom, City Manager

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. Adopt Ordinance No.: 779 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.
2. Adopt Ordinance No. 780: 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. Ordinance No. 779: 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.
2. Ordinance No. 780: 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.

ORDINANCE NO. 779

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 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

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on 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

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


$$1'' = \frac{100'}{1}$$

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22

Attachment 1 - Exhibit A

CITY OF SUI SUN
 Assessor's Map Bk. 37 Pg. 68
 County of Solano, Calif.

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

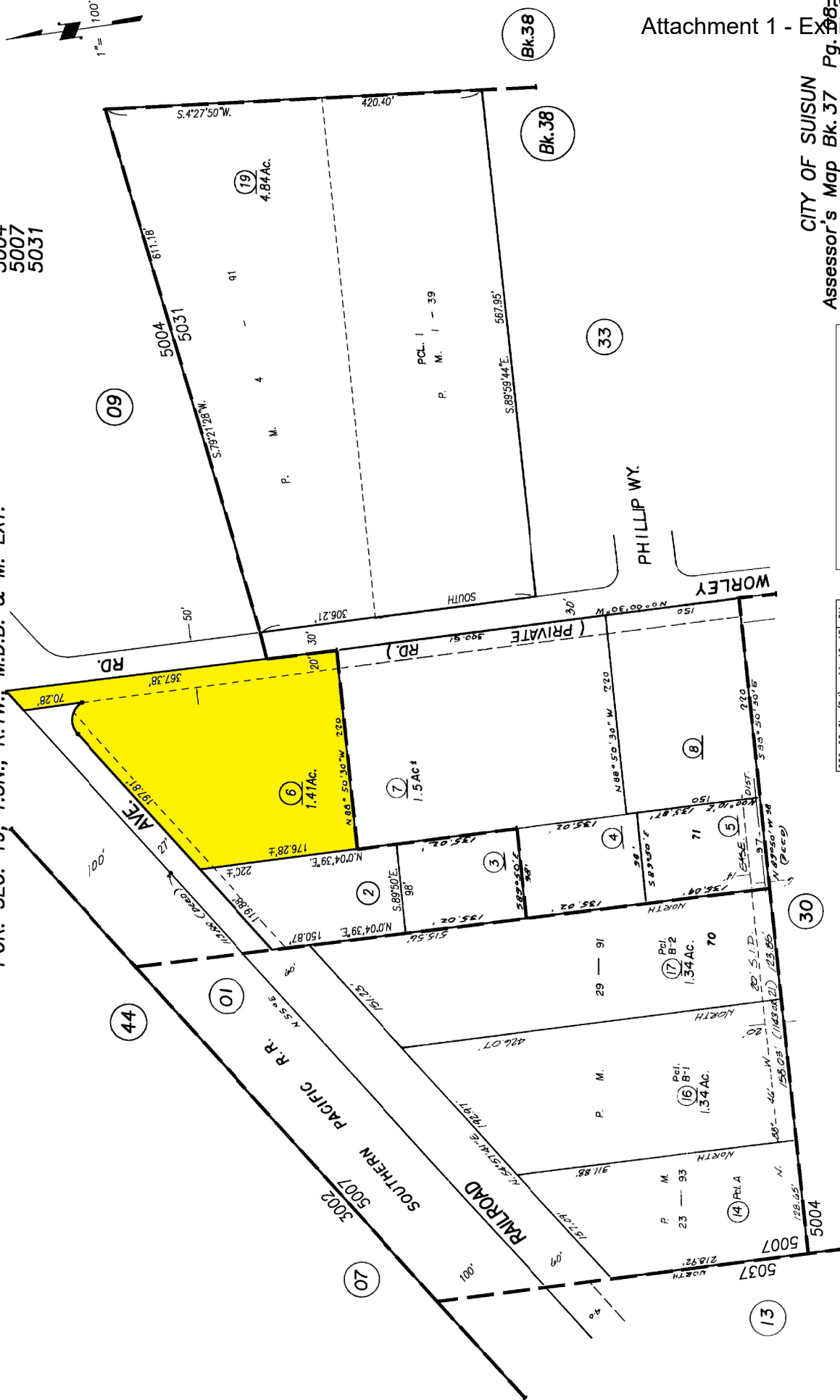
REVISION	DATE	BY
080-02 Chg.(Dd)	11-10-15	DV
080-06 Chg.(Dd)	9-1-15	DV
SBE 07-005	12-11-06	DV
080-19 (Dd)	10-25-04	SE

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

R.M. Bk.04 Pg.13

Locke—Paddon Colony No. 4,

Assess



ORDINANCE NO. 780

**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**

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
2 this Ordinance, and are incorporated herein by reference.

3 **Section 2.** Based on the evidence provided in the staff report, all evidence presented
4 at the public hearing, and all oral and documentary evidence submitted as part of the record in
5 this matter, including all evidence submitted at the public hearing, the City Council hereby
6 approves the Development Agreement (“Agreement”) with SGI Suisun LLC dba Authentic
7 707, attached hereto as Attachment 1 and incorporated herein by reference, and makes the
8 following findings:

- 9 1. The Agreement furthers the public health, safety and general welfare, and that the
10 provisions of this Agreement are consistent with the goals and policies of the 2035
11 Suisun City General Plan and any applicable Specific Plan. For the reasons recited
12 herein, the City and Developer have determined that the Project is a development
13 for which this Agreement is appropriate.
- 14 2. The provisions of the Agreement, including the uses and activities authorized herein,
15 are compatible with the uses authorized in, and the regulations prescribed for, the
16 zoning district and area in which the Property is located, and will not adversely
17 affect the orderly development of property or the preservation of property values in
18 the City.
- 19 3. The Agreement will be beneficial to the residents of the City so as to promote the
20 health, safety and welfare of City residents. Such benefits may arise from, without
21 limitation, direct creation of new jobs, creation of ancillary and related jobs,
22 contributions toward the construction of key infrastructure projects, contributions of
23 revenue to the City to support key community priorities, or other measures as
24 proposed by the Developer and determined appropriate by the City.
- 25 4. This Agreement will not be not detrimental to the public health, safety, or general
26 welfare.
- 27 5. This Agreement complies with the California Environmental Quality Act.
28 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).
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.

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, 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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RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DEVELOPMENT AGREEMENT

by and between

**THE CITY OF SUISUN CITY
a municipal corporation**

and

**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 1~~5~~ 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 Indemnatee or held to be the liability of the City Indemnatee (including plaintiff’s or petitioner’s attorney’s fees if awarded, in connection with the City Indemnatee’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 or 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”

CITY OF SUISUN CITY,
a municipal corporation

By: _____
Lori Wilson, Mayor
_____, 2020

ATTEST:

Linda Hobson, City Clerk

“DEVELOPER”

_____,
a California Corporation

By: _____
Name:
Its:
_____, 2020

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

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	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

EXHIBIT "A"

PROPERTY (red property lines)

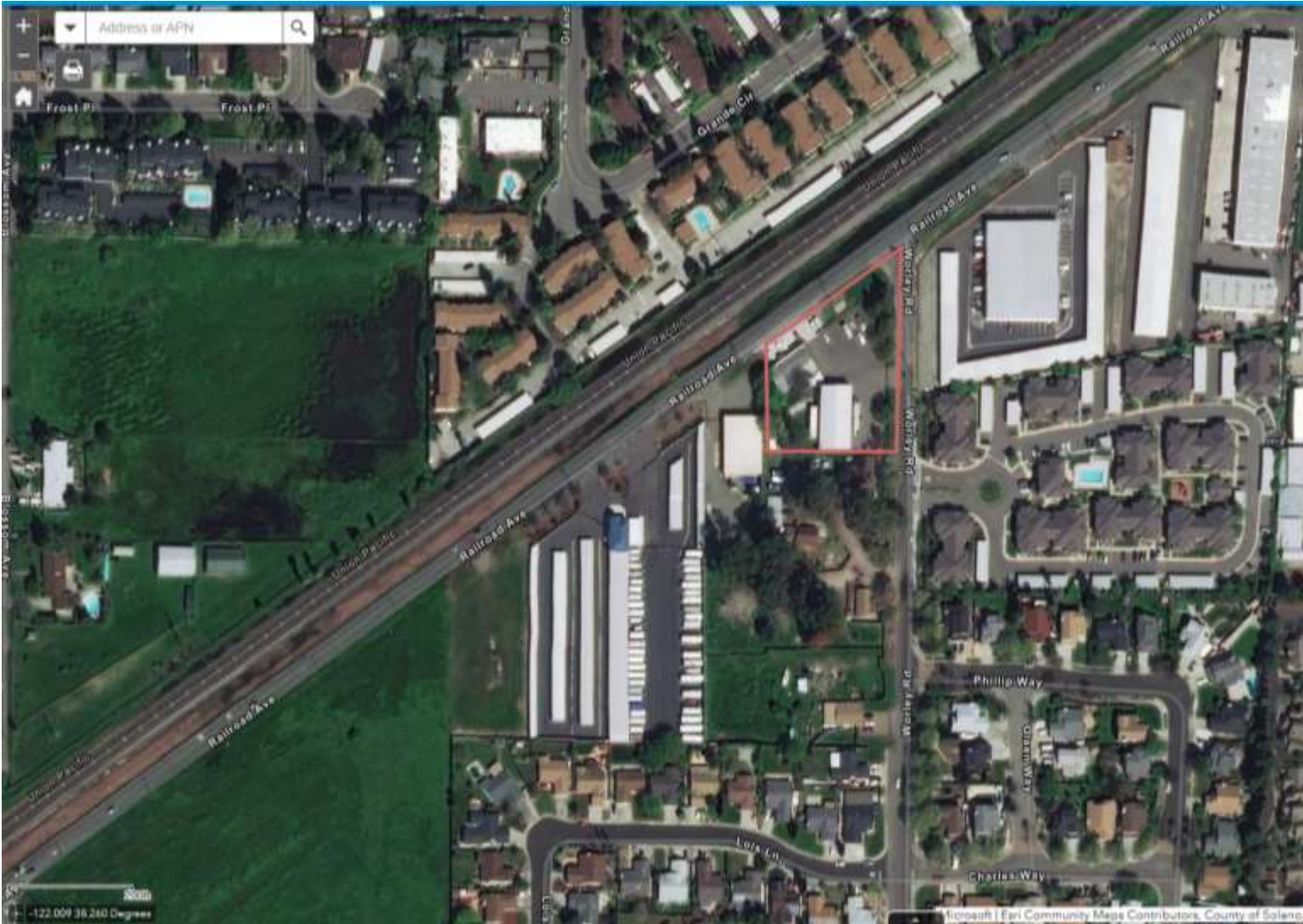


EXHIBIT "B"

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.

AGENDA TRANSMITTAL

MEETING DATE: January 5, 2021

CITY AGENDA ITEM: Suisun City Local Early Action Planning (LEAP) Grant

- A. Council Adoption of Resolution No. 2021-___: A Resolution of the City Council of the City of Suisun City Adopting the 2nd Amendment of the Annual Appropriation Resolution No. 2020-82 to Accept a Grant from the Department of Housing and Community Development (HCD).
- B. Council Adoption of Resolution No. 2021-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Accela to Provide Community Development Software, Data Migration and Support.

FISCAL IMPACT: The City received \$150,000 in Local Early Action Planning (LEAP) grant funds from the State of California. Accela has provided a proposal for new community development software which totals \$83,512.78. the remainder of the funds will go toward the City's upcoming Housing Element Update project. City staff time required for administering the grant applications and managing the projects funded by the grant would be absorbed as part of the staff workload and would have no additional impact on the City's General Fund.

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

BACKGROUND: The Local Early Action Planning Grants Program (LEAP Program) is part of the broader program formerly known as the Local Government Planning Support Grants Program, which was established as part of the 2019-20 Budget Act. The 2019-20 Budget Act provides a spectrum of support, incentives, resources and accountability to meet California's housing goals. LEAP provides one-time grant funding to cities and counties to update their planning documents and implement process improvements that will facilitate the acceleration of housing production and help local governments prepare for their 6th cycle Regional Housing Needs Assessment (RHNA) much like the SB2 Planning Grants. Some specific elements include:

The Public Grants Program (PGP) is a one-time component of LEAP that, among other provisions, provides financial and technical assistance to local governments to update planning documents to provide:

- Planning Support (local and regional planning grants);
- Incentives (Pro-housing preference and infill incentive grants);
- Funding Resources • Accountability (penalties for noncompliant housing plans);
- Reform (collaborative processes to reform regional housing needs).

On January 27, 2020 the Department of Housing and Community Development (HCD) released the Notice of Funding Availability (NOFA) for approximately \$119 million statewide under the

PREPARED BY:
APPROVED BY:

John Kearns, Senior Planner
Greg Folsom, City Manager

2019-20 Budget Act. A Small Locality, defined as $\leq 59,999$ people, is eligible for up to \$150,000 in funding.

On May 5, 2020, the City Council adopted a resolution authorizing the City Manager to submit a LEAP grant application and execute an agreement with the State of California accepting the funds. At this same meeting, the understanding was that staff would include the purchase of permit software and the hiring of a consultant to prepare a housing element in the application. The City received an award letter from the State of California in early December.

STAFF REPORT: The City has been using Permits Plus (which is a product of Accela) since 2000. It is a DOS-based permitting system which does not provide many of the essential functions that newer software would such as a customer portal or access to the system for inspection staff while out in the field. Additionally, Permits Plus is no longer supported by the vendor.

Staff received proposals from CentralSquare, iWorQ, and Accela. However, it was Accela and its Civic Application that was determined to be the best solution for the City. Accela has identified in their proposal that the cost for three years of three licenses as well as software, data migration and support costs from a partner (Avocette) will cost \$83,512.78. Staff has identified the following benefits of implementing the new Accela software/support:

- Faster processing times (Permits Plus must be run on virtual machines and regularly has to be repaired and serviced by IT).
- Easier tracking of pending plan checks.
- Efficient fee entry – The software will have automatic calculation and entry versus the manual calculations and entry the Permit Technician goes through presently.
- Customer portal – This will allow customers to submit for permits online and obtain over the counter permits quickly and remotely.
- Faster and more efficient inspection entry/access to all information in the field.
- Efficient inspection scheduling for customers through the portal (currently voicemail manually called in and retrieved).

As stated in the proposal, once the contract is executed, implementation can begin remotely.

RECOMMENDATION: It is recommended that the City Council:

- A. Adopt Resolution No. 2021-___: A Resolution of the City Council of the City of Suisun City Adopting the 2nd Amendment of the Annual Appropriation Resolution No. 2020-82 to Accept a Grant from the Department of Housing and Community Development (HCD).

- B. Adopt Resolution No. 2021-____: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Accela Provide Community Development Software, Data Migration and Support.

ATTACHMENTS:

1. Council Adoption of Resolution No. 2021-____: A Resolution of the City Council of the City of Suisun City Adopting the 2nd Amendment of the Annual Appropriation Resolution No. 2020-82 to Accept a Grant from the Department of Housing and Community Development (HCD).
2. Council Resolution No. 2021-____: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Accela Provide Community Development Software, Data Migration and Support.
3. Accela Proposal.

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RESOLUTION NO. 2021-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING THE 2nd AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2020-82 TO
ACCEPT A GRANT FROM THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)**

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 Development Services Department is hereby amended as follows:

		Increase/ (Decrease)
TO:	<u>LEAP (Local Early Action Planning Grant Fund</u>	<u>\$150,000</u>
	TOTAL Fund 173	<u>\$ 150,000</u>

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

	<u>Sources</u>	<u>Uses</u>
<u>LEAP (Local Early Action Planning Grant Fund</u>		
Revenue:		
A/C No. 173-76300-3444 LEAP -Housing & Community Grant	\$ (150,000)	
Appropriations:		
A/C No. 173-93130-3444 LEAP - Computer/Equipment Software		\$ 150,000
A/C No. 173-91140-3444 LEAP - Other Professional Services		
Total Fund 173	<u>\$ (150,000)</u>	<u>\$ 150,000</u>

THAT the purpose is to accept and appropriate a grant from the California Department of Housing and Community Development to purchase permit software and pay a consultant to prepare a Housing Element for the City.

ADOPTED AND PASSED at a regular meeting of the City Council of the City of Suisun City duly held on the 5th day of January, 2021 by the following vote:

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

WITNESS my hand and seal of the said City this 5th day of January 2021.

Donna Pock, CMC
Deputy City Clerk

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RESOLUTION NO. 2021-

**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 ACCELA TO
PROVIDE COMMUNITY DEVELOPMENT SOFTWARE, DATA
MIGRATION, AND SUPPORT**

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council on May 5, 2020 authorized the City Manager to submit a LEAP Grant application to the State of California and to execute the necessary grant agreement; and

WHEREAS, the City of Suisun City received a grant award on December 3, 2020 for \$150,000; and

WHEREAS, the City of Suisun City received proposals from three companies in which Accela was identified as best solution.

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 Accela to provide community development software, data migration, and support.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 5th day of January 2021 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 5th day of January 2021.

Anita Skinner
City Clerk

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2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by : JR McKee
Contact Phone : 8014009090
Contact Email : gmckee@accela.com
Quote ID : Q-21000
Valid Through : 1/14/2021 /
Currency : USD

Order Form

Address Information

Bill To:

Suisun City, CA - City of
701 Civic Center Blvd
Suisun City, California 94585
United States

Ship To:

Suisun City, CA - City of
701 Civic Center Blvd
Suisun City, California 94585
United States

Billing Name : John Kearns
Billing Phone : 707-421-7337
Billing Email : jkearns@suisun.com

Services	Year	Start Date	End Date	Term(Mths)	Price	Qty	Net Total
Accela Building - SaaS	Year 1	1/15/2021	1/14/2022	12	\$2,700.00	1	\$2,700.00
Multi User	Year 1	1/15/2021	1/14/2022	12	\$3,240.00	2	\$6,480.00
> Accela Building - SaaS	Year 1	1/15/2021	1/14/2022	12	\$0.00	2	\$0.00
> Accela Planning - SaaS	Year 1	1/15/2021	1/14/2022	12	\$0.00	2	\$0.00
TOTAL:							\$9,180.00

Services	Year	Start Date	End Date	Term(Mths)	Price	Qty	Net Total
Accela Building - SaaS	Year 2	1/15/2022	1/14/2023	12	\$2,889.00	1	\$2,889.00
Multi User	Year 2	1/15/2022	1/14/2023	12	\$3,466.80	2	\$6,933.60
> Accela Building - SaaS	Year 2	1/15/2022	1/14/2023	12	\$0.00	2	\$0.00
> Accela Planning - SaaS	Year 2	1/15/2022	1/14/2023	12	\$0.00	2	\$0.00
TOTAL:							\$9,822.60

Services	Year	Start Date	End Date	Term(Mths)	Price	Qty	Net Total
Accela Building - SaaS	Year 3	1/15/2023	1/14/2024	12	\$3,091.23	1	\$3,091.23
Multi User	Year 3	1/15/2023	1/14/2024	12	\$3,709.48	2	\$7,418.95
> Accela Building - SaaS	Year 3	1/15/2023	1/14/2024	12	\$0.00	2	\$0.00



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by : JR McKee
Contact Phone : 8014009090
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Quote ID : Q-21000
Valid Through : 1/14/2021/
Currency : USD

Order Form

Services	Year	Start Date	End Date	Term(Mths)	Price	Qty	Net Total
> Accela Planning - SaaS	Year 3	1/15/2021	1/14/2022	12	\$0.00	2	\$0.00
TOTAL:							\$10,510.18

Period	Net Total
Year 1	\$ 9,180.00
Year 2	\$ 9,822.60
Year 3	\$ 10,510.18
Total	\$ 29,512.78

Additional Terms :

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.
2. This Order Form is governed by the applicable Accela terms found at www.accela.com/terms, unless Customer has an effective master agreement executed by Accela for such services as referenced in this Order Form, in which case such master agreement will govern.
3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.
5. If this Order Form is executed and/or returned to Accela by Customer after the Order State Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by : JR McKee
Contact Phone : 8014009090
Contact Email : gmckee@accela.com
Quote ID : Q-21000
Valid Through : 1/14/202/
Currency : USD

Order Form

Signatures	
Accela	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

November 23, 2020

Mr. Rowland Roberts
Manager, Information Technology
701 Civic Center Boulevard
Suisun CA 94585

Re: Accela Planning and Building module implementation services. Updated from April 27. 2020.

Dear Mr. Roberts

Avocette has been consulting with Mr. JR McKee of Accela on your requirements to replace your existing Permits Plus system. Avocette is happy to present to you our proposal for the Accela Civic Platform Planning and Building Civic Applications which we feel will meet the current and future needs of your organization. We have included a description of our organizations, the proposed Accela Civic Platform solution, a description of the process to implement the solution, a high level schedule and detailed pricing for the solution with some options which you may want to consider.

Avocette has been an Accela Partner for nine years and is very experienced in delivering all of our services remotely. During these trying times of the Covid-19 pandemic, Avocette can provide the City with a complete implementation remotely so that the City does not need to wait for the return to normal working conditions to get the project underway.

We look forward to discussing our proposal with you and to being able to support you now and in the future.

Sincerely,



Stewart Jack,
Executive Vice President,
Avocette Technologies Inc.
Stewart.Jack@Avocette.com

Attachments 2

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Introduction

Avocette Technologies Inc.

Avocette Technologies Inc. (Avocette) was founded in 1977 and has been in business for over 43 years. Avocette's focus is on providing IT solutions and consulting to public sector organizations at all levels. We also provide IT consulting services and software to non-profit organizations, healthcare providers and regulatory organizations.

We believe in providing our clients with the best solutions for their needs and supporting these solutions through their lifecycle. We meet our commitments by developing strong partnerships with leading technology organizations and by providing long term support. Our staff have a deep understanding of our clients' business as well as deep knowledge of the technology required to power it.

Our clients have rewarded Avocette's performance and commitment with repeat engagements and contract renewals. A number of organizations have been clients for more than twenty years.

Our employees are based out of offices in Victoria BC, New Westminster BC, Boston MA and Phoenix AZ with over 155 staff and 50 active subcontractors.

Avocette works collaboratively with our clients in long-term partnerships, by providing tailored solutions, best-of-breed software and responsive services. We deliver reliable on-going support and expertise, creating opportunity, stability, and mutual success.

Our Strategic Vision is:

***"Supporting clients with technology solutions that create
a foundation for business success."***

Avocette's Accela Experience

Avocette currently has 28 experienced consultants with an average of five implementations per consultant. In addition, as a full-service consulting company, Avocette has a team of Project Managers, Business Analysts, Technical Architects, Technical Analysts and Database Administrators. Avocette is an both a Value Added Reseller and a Gold level Implementation Partner and we have been delivering and supporting Accela solutions since 2011.

Avocette's technical staff is very experienced in providing implementation services and several members of our team are in high demand to assist with complex implementation and integration projects. Avocette provides full implementation services including analysis, design, configuration, integration, data conversion, technical implementation and project management.

Avocette has specialized in providing an enhanced post implementation support services offering for Accela: Avocette's ServicePlus applications managed service offering. Our service level based support offering is available at a number of support levels. Avocette's post implementation support for upgrades, implementation of new and changed features, continuing training, data conversions, integrations and new automation keeps your system up to date and provides for continuous improvement.

Avocette provides both standard and customized training. Avocette's trainers are experienced in delivering classroom and web based training to our clients. Our experience has been that, while standard

Proposal to Suisun City CA for Building and Planning solution

training does provide the necessary foundation for client to use the system, standard training can be improved by understanding the true needs of the user base and adapting the training to meet their needs.

In addition to our deep experience in integrating Accela with numerous applications, we generally do data conversions as part of delivering the Accela-based solutions noted above. Our consultants are now recognized in the Accela community as experts in both interfaces using web services and complex data conversions. Avocette's staff are called upon by Accela and other Accela Partners to assist them with their projects.

Avocette staff take professional pride in their work and because we focus on the public sector our consultants are experienced in working in complex multi-stakeholder environments. Avocette is invested in our client's success and we encourage you to contact our references to learn how the implementation experience working with Avocette has been.

See the list below of Avocette's clients and experience.

Accela Clients	
<ul style="list-style-type: none"> ■ *Regional Municipality of Wood Buffalo (Fort McMurray, AB) ■ City of Mesa AZ ■ City of Peoria AZ ■ *City of Scottsdale AZ ■ *Insurance Council of British Columbia, Vancouver BC ■ *Resort Municipality of Whistler BC ■ *City of Inglewood CA ■ *City of Commerce CA ■ *City of Cupertino CA ■ County of San Benito CA ■ City of Newport Beach CA ■ *Contra Costa County CA ■ *County of San Mateo CA ■ *City of Menlo Park CA ■ Lake County CA ■ San Bernardino County CA ■ Sonoma County CA ■ Town of Yountville CA ■ City of Denver CO ■ Osceola County FL ■ *City of Atlanta GA ■ *Boone County IL 	<ul style="list-style-type: none"> ■ *City of Covington KY ■ Barnstable County MA ■ *Grand Rapids MI ■ *Oakland County MI ■ *City of Las Cruces NM ■ Clark County (Las Vegas) NV ■ *City of Watertown NY ■ New York City NY ■ New York State, Albany NY ■ *Hamilton County (Cincinnati) OH ■ *City of Kingston ON, ■ City of Barrie ON ■ *Town of Newmarket ON ■ *City of Brampton ON ■ Deschutes County, OR ■ City of Albany, OR ■ City of Redmond, OR ■ *Linn County OR ■ City of Hillsboro, OR ■ City of El Paso, TX ■ City of Fort Worth, TX ■ *City of Lake Forest Park WA ■ *City of Seattle WA ■ *Skagit County WA

*Current active engagements

Accela Inc.

Accela was formed in 1981 and incorporated in California in 1999. We are a privately held corporation with headquarters in San Ramon, California. Accela's solutions are implemented in virtually all 50 states, as well as in Australia, Canada, New Zealand, and the United Arab Emirates.

Proposal to Suisun City CA for Building and Planning solution

Accela's public sector experience, proven technology, and passion for civic innovation makes us the platform of choice for agencies seeking to improve government and community engagement and for a broad range of developers and business partners looking to build their government businesses. **At Accela, civic excellence + civic engagement = civic good.**

We are harnessing our collective expertise to package and deliver civic solutions. Accela solutions enable more agencies to subscribe for streamlining processes and services and engage and better serve professionals and citizens in their communities. We are applying cloud, mobile, and social technologies to key agency and citizen challenges, and in the process, bettering government and governing through civic engagement.

In parallel, Accela's vibrant ecosystem promotes innovation in our solutions with a bold civic innovation program for developers and partners.

Accela's solutions enable agencies of all sizes to automate and streamline these civic processes:

- ▶ **Building communities** – Planning, Building, Service Requests
- ▶ **Growing businesses** – Business Licensing, Occupational Licensing, Alcohol Beverage Control, and Cannabis Regulation
- ▶ **Protecting citizens** – Fire Prevention and Environmental Health



Solution

We are proposing the Accela Planning and Building Civic Applications as the solution that meet the needs of the City. This solution is provided as a Software as a Service hosted on the Microsoft Azure Cloud. Below is a brief description of the proposed civic applications and attached is a complete description of the proposed civic application solutions.

Proposal to Suisun City CA for Building and Planning solution

Planning Civic Application

State and local jurisdictions are tasked with enhancing the community's safety, welfare, economic opportunities and quality of life. One of the many processes they need is the authorization on planning and zoning related developments which occurs on a regular basis.

Some of the challenges planners now face may include:

- Inefficiencies in creating Master Plans, with long planning and approval times, and high costs.
- Ambiguity in planning detail, which results in excessive reviews and enforcement effort.
- Excessive time and cost for plan reviews on infrastructure projects.
- Long waits and extremely high costs for developers and contractors for Planning Commission review and approval, slowing project timelines and driving up costs for professional builders and citizens.
- Manual and detailed communications on plan reviews with Building departments to enable inspections.
- The time and cost of collecting and handling plan approval fees when collected in Suisun City offices.
- The results of manual steps and processes within Planning are the added time to every process, errors in data as employees manually capture and rekey data, and code inspections requiring multiple trips back to the office for needed data and routing information.

Accela Planning helps state and local governments streamline and modernize their planning and zoning authorization programs and processes to improve internal efficiency, enhance service delivery and transparency, ensure code compliance and enhance the quality of development projects throughout the community. It includes online services, cross-department workflows, meeting scheduling, and electronic plan review. Suisun City staff can track every step of the processes, make assignments, manage their workload, and collaborate with others. Applicants can apply, track, and pay for their applications online.

Accela's Civic Applications provide the City:

- Minimal maintenance – Maintain your Civic Application with ease when you are confident you have all necessary security patches, performance improvements, and updates.
- Increased security – Stay up to date on all your security patches to reduce virus attacks. Our Civic Applications are hosted on a Microsoft Azure infrastructure that meets various ISO, U.S. and international standards for complete data protection.
- Decreased overall costs – Cut costs associated with running an on premises solution including IT, maintenance and support expenses.
- Easy upgrades – Take the hassle out of keeping your software updated with a SaaS solution that ensures you're always on the latest version so you can enjoy upgrades as they're released.
- Fully supported solutions – Experience high functioning solutions that are fully supported by Accela's Technical Support team.
- Integrated technology – Platform-wide APIs, SDKs and open data allow developers to integrate data and processes across complementary technology for a more robust solution.
- A highly configurable solution– Meet the unique needs of your agency with configurable components without the need for custom code.

The above benefits can help the City:

- Promote economic growth with faster plan development and processing
- Create more livable communities, with more precision in zoning and codes, and better enforcement

Proposal to Suisun City CA for Building and Planning solution

- Save money, with across-the-board automation
- Increase inter-department communication with electronic routing and collaboration
- Improve builder efficiency, with less work for developers
- Improve citizen satisfaction with efficient digital access and communications

What does the Civic Application include?

- All platform technologies needed for the solution, including automation, citizen-facing portals, mobile technologies, GIS, APIs, etc.
- Regulatory processes, including applications, licenses, permits, cases, complaints, violations, renewals, etc.
- Pre-defined workflows, including business logic and rules
- Inspections and checklists
- Solution-specific fields
- Fee generation and payment adapters
- Reports and notification templates
- Contact and licensed professional types
- Role-specific functions
- Pre-defined “models” for extending Civic Applications

Citizen Requests

Accela Planning also includes a platform for citizens to submit complaints from their computers or mobile devices. Citizen request ensure agencies respond quickly to citizens’ complaints and improve their quality of life more effectively.

- Citizens download their mobile request app from their favorite app store
- Agencies can then manage code enforcement inspections using Accela, to manage compliant data, and the scheduling and routing process
- Data captured in the field, including pictures, notes, and documents, can be downloaded remotely, saving time and effort
- Code violations can be assessed and citations can be issued quickly if needed

Other key features include:

- Electronic Document Review and Management – All relevant documents are searchable, secure, and employees are always working with the correct versions.
- Workflow Management - Automates the tasks and functions needed for planning processes. The system can assign tasks, track reviews, associate documents and information to tasks, and keep the most complex processes running smoothly.
- Integration to GIS - GIS capabilities produce interactive maps and visualizations, making planning and code enforcement data easy to leverage and understand.
- Built-in reporting – Giving administrators and managers the information they need to manage Suisun City productivity, uncovering any bottlenecks or process congestion, and highlighting areas for process optimization or redesign.
- Robust mobile solution - Allows inspectors and code enforcement personnel to efficiently manage their routing, access all needed documents and information in the field, and get more work done.
- A Modern and intuitive user interface - The HTML5 and responsive design provide a seamless experience for both Suisun City staff and citizens on any device.
- Online citizen portal – Providing a one-stop shop to apply, verify status, pay fees, and conduct property research, reducing in-person visits and phone calls, and improving the citizen experience.

Proposal to Suisun City CA for Building and Planning solution

- Platform-wide integration – Using APIs, SDKs, and open data, Accela Planning allows developers to integrate with existing software solutions to meet the unique needs of any community.
- Online payment system - with credit card, ACH, and trust account capability to increase convenience for citizens and remove the manual payment processing work from Suisun City employees.

Building Civic Application

State and local jurisdictions are tasked with enhancing the community's safety, welfare, economic opportunities and quality of life. Within the process of application to approved permit for construction, there are many steps managed by Building departments. Without automation, this process is lengthy and costly for both the agency and builder. The lack of visibility into the process makes it hard for builders to manage resources, budgets, and timeframes. Communities who want to encourage development and growth know the permitting process must be made easier and less costly for builders.

Government agencies tend to have specific needs and requirements that differentiate themselves. As a result, technology vendors have relied heavily on their ability to customize products. However, heavy customization leads to long implementations, makes solutions difficult to support and maintain, and is challenging to upgrade. Fortunately, there are some similarities in agency processes and best practices to follow that make pre-built solutions a viable opportunity, in which these challenges can be overcome.

Accela offers pre-configured Civic Applications with built-in system functionality, record types, automation, and reports and notifications to reduce time to value, minimize maintenance, increase supportability and decrease overall costs. Our built-in workflow designer enables clients to make changes on the fly, instead of having to go in and code the changes themselves.

Accela Building, an Accela Civic Application, helps state and local governments streamline and modernize their construction permitting, trade licensing, and code enforcement processes to improve internal efficiency, enhance service delivery and transparency, ensure code compliance and enhance the quality of development projects throughout the community.

Our Civic Applications provide the City:

- **Minimal maintenance** – Maintain your Civic Application with ease when you are confident you have all necessary security patches, performance improvements, and updates.
- **Increased security** – Stay up to date on all your security patches to reduce virus attacks. Our Civic Applications are hosted on a Microsoft Azure infrastructure that meets various ISO, U.S. and international standards for complete data protection.
- **Decreased overall costs** – Cut costs associated with running an on premises solution including IT, maintenance and support expenses.
- **Easy upgrades** – Take the hassle out of keeping your software updated with a SaaS solution that ensures you're always on the latest version so you can enjoy upgrades as they're released.
- **Integrated technology** – Platform-wide APIs, SDKs and open data allow developers to integrate data and processes across complementary technology for a more robust solution.
- **A highly configurable solution**– Meet the unique needs of your agency with configurable components without the need for custom code.

What does the Civic Application include?

- Mobile user interface, Citizen Access, APIs, and back office

Proposal to Suisun City CA for Building and Planning solution

- All platform technologies needed for the solution, including automation, citizen-facing portals, mobile technologies, GIS, APIs, etc.
- Regulatory processes, including applications, licenses, permits, cases, complaints, violations, renewals, etc.
- Pre-defined workflows, including business logic and rules
- Inspections and checklists
- Solution-specific fields
- Fee generation and payment adapters
- Reports and notification templates
- Standard libraries
- Contact and licensed professional types
- Role-specific functions
- Pre-defined “models” for extending Civic Applications

All state and local jurisdictions do their best to ensure code compliance and enhance the quality of development projects. This solution offers best practice regulation that helps with these processes.

Accela Building saves time for citizens by moving traditional counter services online. It can reduce the time to complete review tasks from days or weeks, to hours or even minutes:

- Submit permit application within a secure portal
- Builders can access from desktop, laptop, or mobile device
- Upload all relevant documents and plan approvals for the permit from any location
- Fee calculation and payment processing is online and automated
- Builders can schedule inspections online, instead of through phone calls and visits to the office
- Applicants have 24/7 access to plan review comments, inspection history, and overall status

Accela Building automates the review and route of permit applications:

- All documents and plans stay with the electronic case file, and automatic routing and workflow means tasks are assigned to correct Suisun City resources
- Integrations with other systems allow the reviewers to pull zoning and code information and have it attached to the file
- GIS support allows the visual representation of location-based information
- Document review capabilities allow multiple reviewers to share documents, mark up and comment on documents, and manage versions, within Accela Building
- No more handling of paper documents and plans, lost documents or files, or errors in data
- Managers and administrators get reports showing fees collected, process throughput, and if there are any backlogs or choke points to address

Accela Building also automates the data access, routing and data collection processes:

- Inspectors have their “office” on their mobile devices, allowing them to stay 100% in the field and perform more inspections in their workday
- Automates inspection assignments based on geographic region and inspector discipline, and optimizes scheduling and routing
- All relevant data, including permit history, plan data, conditional approvals, etc. is available on the inspector’s mobile device
- Inspectors capture data during the inspection, adding notes, photographs, and attaching other data, rather than waiting until they return to the office

Proposal to Suisun City CA for Building and Planning solution

- Use offline mode to ensure inspectors can do their jobs even when there is no network

Inspection reports can be sent directly to the customer or printed in the field which dramatically increases the speed in getting results to builders — which the construction industry greatly appreciates.

Other key features include:

- Electronic Document Review - Removes the need for paper in the permitting process. Suisun City employees can upload digital documents, comment on and markup documents, and ensure they always have the unstructured information needed to complete their inspections and process permits.
- Workflow Management - Automates the tasks and functions needed for permit processing. The solution assigns tasks, track reviews, associate documents and information to tasks, and keep processes running smoothly and on time.
- Integration to GIS - GIS capabilities produce interactive maps and visualizations, making planning and permitting data easier to understand.
- Online Reporting - Provides management insight into the metrics and data about the broader permitting function. This helps managers measure, track and analyze your permitting processes to uncover opportunity to improve employee speed and effectiveness.
- Accela Mobile - Allows inspectors and code enforcement officers to carry their "offices" with them. It provides all the functionality they need on their mobile devices to manage their schedules, route their travel, view GIS information, download needed information from the Suisun City systems, complete the inspection report, upload data captured in the field, and submit inspection reports electronically.
- Accela Citizen Access - The citizen portal ensures builders can more easily submit permit applications, make payments, check status, schedule inspections, upload information, and generally get a much better sense of the permitting process and status of their applications.
- A Modern and Intuitive User Interface - The HTML5 and responsive design provide a seamless experience for both Suisun City staff and citizens on their desktop and mobile devices.
- Platform-wide APIs, SDKs and open data – Developers can integrate data and processes across complementary solutions to meet the unique needs of agencies.

Process and Scope

Avocette has created a five step process to implement the Accela Civic Applications for smaller jurisdictions. This process is designed to provide a viable, industry leading solution while at the same time minimizing cost and disruption to the organization. The process is based on adopting the Accela Civic Applications as the best practice standard for business processes then modifying them over time to more closely align to your specific needs.

Phase 1 – Startup - Implementation startup and familiarization training

The following table describes the steps taken and the deliverables provided during Phase 1 of the project.

Step	Process	Deliverables
Project initiation	Avocette's project manager meets with your project manager/leader to identify the people in your organization who will be responsible for: <ul style="list-style-type: none"> • Understanding the solution • Providing feedback and agreeing to changes to the solution configuration • Testing the system prior to implementation 	Documented understanding of how the project in a short-form project charter.
Organization Configuration	You will provide the organization structure, user names, roles and security permissions for your team.	Configured users, roles and security permissions.
Project team solution familiarization	For each Civic Application your plan to implement Avocette will provide two application training sessions of four hours each to provide your project team with an understanding of the system capabilities and the Civic Application.	Core team trained on Civic Applications
Application walk-through	For each Civic Application that you have decided to implement the Avocette team will walk you through each process type from start to finish. During this walk through you will provide to Avocette the following: <ul style="list-style-type: none"> • Which of the built in record (process) types you want to implement and which ones you do not want to implement • For each record type you will provide feedback on critical changes required. For each 	Documented changes to Civic Application processes.

Proposal to Suisun City CA for Building and Planning solution

	<p>record type you may specify up to 3 workflow changes, up to 2 new data fields, up to 1 new business rules and 2 changes to output reports (emails, invoices, letters etc.).</p> <ul style="list-style-type: none"> You may specify up to 1 new record type with associated business rules and workflow. <p>*(Note: if new records are not required then you can optionally request up to 6 additional workflow changes, 10 new data fields and 3 additional report changes)</p>	
Acceptance	Sign off of documented changes and additions	Signed off project document detailing changes and new records.

Phase 2 – Localization – Getting the apps ready for your operations

Step	Process	Deliverables
Implement Record changes	Avocette's project team will implement the requested changes and implement a new record if required.	Configured Civic Application with required changes and updates.
Implement Accela Citizen Access Portal	Avocette's team will integrate the Accela Citizen Access portal into your website.	Citizen Access portal configured.
Implement localization for reports, letters and emails.	For each letter and report provided with the Civic Application, Avocette will configure changes to any identity using your standard logo or salutations.	Updated letter, reports and emails.

Phase 3 – Integrations and Data Conversion

Step	Process	Deliverables
Integrate your GIS system into the Accela Civic Platform	Avocette will create the connection between your ESRI GIS system and the Accela system. Up to 4 layer queries will be implemented.	Configured GIS solution
Integrate your payment server or use Accela payment server	For on-line transactions through the Accela Citizen Access portal, Avocette will integrate your payment service.	Payment service integrated into the Citizen Access Portal.
Integrate Outlook	For using calendaring, Avocette will integrate your outlook server so that emails can be sent from within the	Outlook integrated into the Accela Civic Platform.

Proposal to Suisun City CA for Building and Planning solution

	system and calendars can be maintained.	
Data Conversion	Avocette will convert data from your current system or spreadsheets to populate the system before go-live.	Integrated data

Phase 4 – Testing and Training

Step	Process	Deliverables
Testing	Avocette will provide support for your User Acceptance Testing.	Fully tested system ready to deploy
Training	Avocette will provide one day of training to all of the system users for each Civic Application.	Trained user community
Basic Administration training	Avocette will provide 2 days of system administrator training to your administrator.	Trained Administrator

Phase 5 – Go-live

Step	Process	Deliverables
Optional final data conversion	If selected, Avocette will complete the final data conversion prior to go-live	Fully converted data
Go-Live checklist	Avocette will work with you to complete the checklist for all of the activities needed to be completed prior to go-live.	Go-live checklist
Go-live	System live	System in production
Post Go-Live Support	Avocette will provide up to 20 hours of post-go live support over two weeks	System supported post-go live
Transition to Support	Transition to either Avocette's ServicePlus support or to Accela's SaaS support	

Schedule

The schedule from startup to go-live is variable based on the availability of your staff to support the implementation process. The typical time for implementing one module is three months from project initiation to go-live for each Civic Application.

Proposal to Suisun City CA for Building and Planning solution

Pricing

The pricing schedule below shows our standard implementation pricing, optional implementation tasks and change order and support pricing.

Standard implementation

Module	Description	Cost
Accela Planning Civic Application	Implement the Accela Planning Civic Application as described in Process. Standard integrations included are a Financial Export, Esri GIS integration, payment server integration, mobile integration and MS Outlook or Office 365 integration.	\$25,000.00
Accela Building Civic Application	Implement the Accela Building Civic Application as described in Process and Scope	\$10,000.00
Data Conversion - Database	Convert data from Permits Plus database.	\$14,000.00
Total		\$49,000.00

Optional Implementation Tasks

Task	Description	Cost
Electronic Document Review Integration	Integration of electronic document review system such as Bluebeam – (Adobe integration is included in standard implementation but the City must acquire their own Adobe licenses)	\$5,000.00

Change orders and Support

Avocette's change order rate for all changes in scope commissioned by the City is \$125.00/Hour. In addition, post implementation support is available with Avocette's ServicePlus "as and when" service available at \$125.00/hours.

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AGENDA TRANSMITTAL

MEETING DATE: January 5, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with AECOM Technical Services Inc. to Provide SB 2 Grant Programs Implementation.

FISCAL IMPACT: The City received \$160,000 in SB 2 grant funds from the State of California. \$5,000 of which has been agreed to go to the Solano Transportation Authority for the Solano Housing Investment Partnership (SolHIP). AECOM Technical Services Inc. has provided a proposal to complete the requested scope of work for a total of \$152,940. The funding provides the opportunity for Suisun City to address certain best practice policies related to state-mandated housing requirements in a manner that minimizes costs to the general fund and demands on staff resources. City staff time required for administering the grant applications and managing the projects funded by the grant would be absorbed as part of the staff workload and would have no additional impact on the City's General Fund.

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

BACKGROUND: In 2017, Governor Brown signed Senate Bill 2 (SB 2), titled the "Building Homes and Jobs Act." Adopted in conjunction with a swath of other housing legislation, this law specifically establishes a permanent, on-going source of funding dedicated to promoting and facilitating affordable housing development. The source of funding is secured through a fee that is imposed at the time of the recording of every real estate instrument, paper or notice for each single real estate transaction on a parcel of property (although sales of single-family homes are exempt from this fee). The fee became effective January 1, 2018 and is projected to generate \$200 million in annual revenue statewide. The Public Grants Program (PGP) is a one-time component of SB 2 that, among other provisions, provides financial and technical assistance to local governments to update planning documents in order to:

- Accelerate housing production;
- Streamline the approval of housing development affordable to owner and renter households at all income levels;
- Facilitate housing affordability, particularly for all income groups;
- Promote development consistent with the State Planning Priorities; and
- Ensure geographic equity in the distribution and expenditure of allocated funds

On March 28, 2019 the Department of Housing and Community Development (HCD) released the Notice of Funding Availability (NOFA) for approximately \$123 million statewide under the Senate Bill 2 (SB 2, 2017) Planning Grants Program (PGP). A Small Locality, defined as $\leq 60,000$ people, is eligible for up to \$160,000.00 in funding less an agreement to set-aside \$5,000 for a countywide program thru the Solano Transportation Authority.

PREPARED BY:
APPROVED BY:

John Kearns, Senior Planner
 Greg Folsom, City Manager

The City Council held a discussion and direction item on September 3, 2019 in order to determine what product or service the City could use the grant funds for. Staff was directed to apply for the grant and include planning activities in the scope of work that were consistent with the intent of the grant. Below is a listing of potential activities that staff provided the City Council at their October 22, 2019 meeting when the City Council adopted a resolution authorizing the City Manager to apply for the grant:

- Analyze the buildout capacity of the Specific Plan districts (potential program by subarea, vacant/opportunity sites, infill building prototypes, public investment projects).
- Identify short-term infill project opportunity sites, analyze feasibility gaps, and identify public investment strategies.
- Assist with roll-out/definition of marketing packages/development RFP's, project applications.
- Conduct a housing yield and feasibility study.
- Develop conceptual site plans that show viable projects that would promote the City's goals and objectives for design and community character.
- Assist the City with a focused Specific Plan amendment to further increase allowable density in the area around the depot and to increase the capacity for housing.
- Update the Specific Plan CEQA analysis to ensure environmental coverage for compact housing development in the target area.
- Develop up to three prototypes for projects that could be built on identified opportunity sites.

The City received an award letter from the State of California this past summer which prompted the release of a Request for Proposals this Fall.

STAFF REPORT: AECOM was the only respondent to the Request for Proposals which were due on December 8. Staff heard from other qualified consultants that they were not able to submit a proposal due to heavy workloads. AECOM has completed the City's General Plan, Waterfront District Specific Plan and Title 18 "Zoning" updates in recent years.

Below is a listing of the proposed services that AECOM 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:

- Housing Feasibility and Yield Analysis and Recommendations.
- Waterfront District and Zoning Code Amendments to Increase Housing Capacity.
- Environmental Streamlining.
- Storm System Capacity Study in the Priority Development Area.
- Fee Study for Parking In-Lieu Fees in the Priority Development Area.

The timeline for completion of the project is shown as four months from contract execution but will ultimately be dependent on input from the public as well as other stakeholders.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2021-__: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with AECOM Technical Services Inc. to Provide SB 2 Grant Programs Implementation.

ATTACHMENTS:

1. Council Resolution No. 2021-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with AECOM Technical Services Inc. to Provide SB 2 Grant Programs Implementation.
2. AECOM Proposal.

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RESOLUTION NO. 2021-

**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
AECOM TECHNICAL SERVICES INC. TO PROVIDE SB 2 GRANT PROGRAMS
IMPLEMENTATION**

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the City Council held a discussion and direction item on September 3, 2019 to determine the general scope of work which the application would include; and

WHEREAS, the City Council authorized the City Manager to submit an SB 2 Grant application to the State of California and to execute the necessary grant agreement; and

WHEREAS, the City of Suisun City issued a Requests for Proposals in which AECOM Technical Services Inc. was the sole respondent.

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 AECOM Technical Services Inc. to Provide SB 2 Grant Programs Implementation.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 5th day of January 2021 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 5th day of January 2021.

Anita Skinner
City Clerk

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Proposal to Provide

SB2 Planning Grant Programs Implementation



Submitted to
City of Suisun City

December 8, 2020

December 8, 2020

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

Subject: AECOM Proposal for SB2 Planning Grant Programs Implementation

Dear Mr. Kearns:

Thank you for sending us your Request for Proposals to assist the City with implementation of the City's S B2 Planning Grant Programs (PGP). We are excited about the particular tasks the City has identified for this grant program to facilitate housing production.

In our Proposal, we have provided a detailed approach and scope of services to assist with each of these tasks, with the exception of the Solano Housing Investment Partnership, which we understand is not a part of the services sought through this RFP. While we have endeavored to provide a responsive Proposal, we also welcome an open discussion of the approach, scope of services, and division of labor embodied in the work program to best meet the City's needs.

AECOM has been engaged in policy development, community design, infrastructure planning, financing strategies, and environmental streamlining to promote housing development, particularly in the last 20 years, throughout northern California. Our deep experience with each of the requisite disciplines will be valuable to the City, as will our unparalleled familiarity with Suisun City developed through the General Plan update, General Plan environmental review, Zoning Ordinance update, the Waterfront District Specific Plan and environmental review, and other relevant projects for the City. Resources to support this type of critically important planning work are finite and bringing on the most experienced team is the best single way to maximize the value produced for the City with these finite resources.

Our proposal is a firm offer for a 90-day period. Our contact for questions and contract negotiations is:

Matthew Gerken, Senior Project Manager
AECOM Technical Services, Inc.
2020 L Street, Suite 400, Sacramento, CA 95811
D +1 916.414.5892 M +1 916.205.4385
matthew.gerken@aecom.com

We greatly look forward to the opportunity of working with Suisun City again on this important and interesting assignment.

Sincerely,



Matthew Gerken
Project Manager/Authorized Signatory
Mathew.Gerken@aecom.com

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Section 5. Insurance Information18

Appendix: Resumes

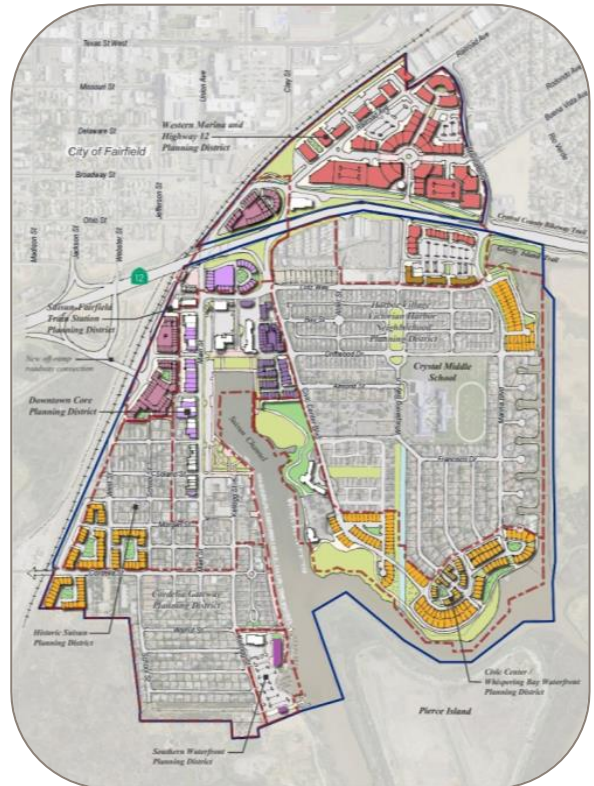
AECOM has over 25 years of experience and extensive expertise in the areas of housing policy, planning, economics, zoning and development code work, community design, infrastructure master planning, environmental planning, and related assignments. We have prepared more than 80 Housing Elements over the past decade, for example, along with many general plan updates that are focused on facilitating housing development. AECOM brings relevant experience from around the nation on housing policy, affordable housing financing strategies, infill reinvestment programs, nexus studies and impact fee revisions, and related work. We can identify some examples that have been successful elsewhere for consideration in Suisun City. However, the most successful recommendations are those tailored to the local context. While AECOM will bring statewide and national experience to this effort, we will work with the City on a highly customized approach that is based on local economic conditions and the exiting regulatory framework, as well as input from City staff, decision makers, and the development community.

The staff we propose to assist the City with this project have decades of municipal planning experience, including development of planning documents, zoning, and other development codes, housing programs, grant funding and administration for affordable housing, urban design, and other related experience, along with infrastructure master planning, costing, and financing strategies.

Below is a sampling of some of our relevant experience. If the City would like additional detail on any of the projects or additional examples, please do not hesitate to ask.

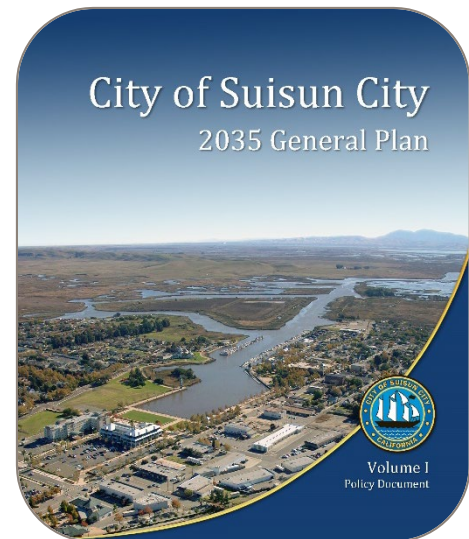
Client: City of Suisun City

Suisun City is interested in attracting reinvestment downtown, while preserving the historic architecture and other valued physical elements of the area. AECOM developed an efficient work program for the Specific Plan and CEQA review in order to comport with the available budget for this Specific Plan. The update to development standards allows the City to meet objectives expressed in the General Plan to better leverage the City's Capitol Corridor commuter rail stop and add housing and non-residential development downtown, taking advantage of market conditions and trends. Thorough design standards carefully illustrate the City's vision for future development, while also providing the flexibility necessary for infill development. The Plan comprehensively outlines pedestrian and bicycle improvements, other transportation improvements, infrastructure upgrades, parks and open space, and the funding strategy required to support necessary improvements. CEQA review was streamlined based on our rigorous and detailed assessment in the General Plan EIR.

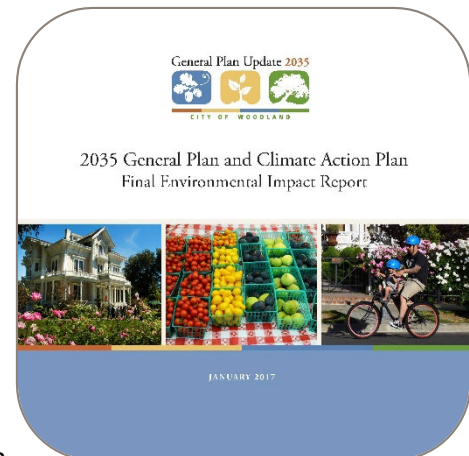


City of Suisun City, General Plan, Municipal Code Update, and CEQA Analysis and Streamlining**Client: City of Suisun City**

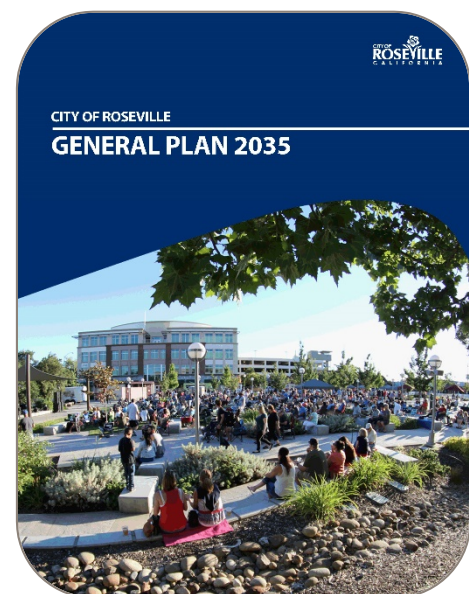
AECOM comprehensively updated the City's General Plan, in coordination with revisions to the City's Municipal Code to clarify and streamline the entitlements process, including measures to facilitate compact housing development near the Capitol Corridor regional commuter station. AECOM also prepared a rigorous EIR and a CEQA streamlining strategy, which has been used to streamline environmental review for projects consistent with the General Plan. Policy concepts explored in the General Plan Update are translated into clear and consistent regulatory language in our work on the updated Municipal Code.

**City of Woodland Housing Element, 2035 General Plan Update, EIR, and Climate Action Plan****Client: City of Woodland**

AECOM worked with Dyett & Bhatia to comprehensively update the City of Woodland's General Plan to guide development and conservation through 2035. AECOM's work included preparation of a certified Housing Element, as well as authorship of a climate action plan, and the lead role on CEQA documentation for the General Plan Update and climate action plan. AECOM provided full integration of the environmental review and planning process for Woodland to provide a self-mitigating General Plan and maximize future streamlining and tiering potential for housing development that is consistent with the General Plan and climate action plan. The climate action plan is one of the first in the state to use an "efficiency based" 2035 reduction target. This is the 2018 APA Sacramento Valley Section Award winner for Comprehensive Planning. We are currently using our General Plan EIR to streamline review of a large mixed-use specific plan proposed in one of the identified new growth areas from the General Plan.

**City of Roseville General Plan Update and General Plan EIR****Client: City of Roseville**

AECOM prepared the first comprehensive update to the City's General Plan since 1992. This update is to provide a strategic framework and CEQA streamlining for additional compact housing development along key mixed-use corridors, anticipating an increased regional housing needs assessment, but also recognizing the importance of a range of housing types to support economic development and fiscal sustainability. The update also addresses community resiliency and adaptation, pursuant to direction in SB 379, environmental justice, pursuant to SB 1000, and comprehensive policy development related to travel demand and VMT, pursuant to direction included in SB 743 and technical guidance from the Governor's Office of Planning and Research. We prepared a rigorous EIR with detailed land use assumptions that streamlines CEQA review for future development, including compact housing development. Our General Plan EIR is currently being used by the City to facilitate housing development under the ongoing update to the Housing Element.



General Plan Update, 2021-2029 Housing Element Update, and Resiliency and Climate Action Plan

Client: City of West Sacramento

AECOM is updating the City's General Plan, with a focus on the Housing Element, Safety Element, Mobility Element, and environmental justice. AECOM is integrating this General Plan work with our ongoing work to prepare a Resiliency and Climate Action Plan, with coordinated environmental review and public engagement for the two planning efforts. AECOM is identifying key areas of climate vulnerability and strategies the City can implement to adapt and become more resilient to the future effects of climate change. The Mobility Element will be updated in a coordinated fashion, including coordinated changes to evaluate vehicular travel demand (VMT), and consider the benefits of changes in transportation policy as a part of our work on the Resiliency and Climate Action Plan.



General Plan Update, Housing Element, EIR, Infrastructure Master Plans, Fee Update

Client: City of Live Oak

AECOM prepared the City's 2030 General Plan, including the Housing Element, and the accompanying EIR. The 2030 General Plan examines future land use for 3,000 acres, in addition to land already within City limits. Particular concerns for the City included maintaining a small-town character, revitalizing downtown, reinvesting in older neighborhoods with poor infrastructure and housing, redesigning the City's main street (Highway 99), and ensuring a high-quality community for current and future residents. Following our General Plan work, we have written more than \$17 million in successful competitive grant funding for the City's priority design, planning, and construction projects, using the General Plan to develop strategic priorities, a policy framework, and analytical support for grant writing opportunities. Follow-on work to date includes the City's Downtown Reinvestment Plan, the Highway 99 Streetscape Master Plan, successful grant writing for transportation improvement yielding more than \$16M for the City, and a General Plan amendment to address new state legislation. This is the winner of the American Planning Association Sacramento Valley Section, 2010 Award, Comprehensive Planning, Small Jurisdiction.



City of La Mesa Transit Oriented Development Feasibility Study

Client: City of La Mesa

As a follow on to the City's General Plan Update, AECOM prepared a climate action plan (funded by our successful grant application) and then wrote a successful grant to fund our work on the TOD Feasibility Study. Our work is producing conceptual site plans coupled with pro forma analysis to enhance feasibility. We are assembling development concepts, with appropriate transportation and parking analysis, to help facilitate compact and affordable housing development on sites adjacent to regional commuter transit. AECOM's integrated, multi-disciplinary expertise is critical to the success of this project – including our policy planning, urban design, economics and financing, infrastructure master planning, and community engagement expertise.

Development Capacity Test
Spring Street Station

Test Site	Spring Street Station at 520 of Spring Street	Test Yield
Land Area	2.17 ac	
Intensity / Density		
Commercial 240	104	0.50
Density	15-20 du/ac	20 du/ac
DU	38-50	43
Commercial GFA		0
Residential GFA		102,300 sf
Average Net Unit Size	1,885-2,420 sf	1,886 sf
Residential Efficiency		65%
Height		
Max. Height	30	30
Parking		
Total Parking Required (spaces)		277
Residential Parking Required (spaces)		167
Transit Parking Required (spaces)		110
Total Parking Provided (spaces)		250

- Centrally located mixed use building
- Transit plaza in front of the drop-off loop
- Three 3-story buildings on existing elevated pad
- Utilize existing grade change for one-story subterranean parking
- Add potential parking entry from Spring Street



Fairfield Train Station Specific Plan and EIR**Client: City of Fairfield**

AECOM prepared a Specific Plan and EIR to guide redevelopment, new development, and conservation for a 2,970-acre site oriented around a commuter train station. This site represents the last major new-growth area for the City of Fairfield. Our integrated environmental and land planning/urban design process was fundamental to the success of

this plan. Our work included an iterative set of GHG emissions analyses with different land planning and design configurations. The overall target for this effort was to achieve the Bay Area Air Quality Management District (BAAQMD) significance threshold for GHG emissions. The integrated environmental/planning effort for this project reduces upfront and ongoing mitigation costs, improves environmental performance, provides streamlining, reduces administrative costs, and enhances predictability in the development process. The environmental analysis blended project-level and programmatic approaches to comprehensively address environmental impacts and appropriately streamline future environmental review. The Specific Plan and EIR involved extensive communications and meetings with a series of landowners and City staff to design a financing plan and approach to land use programming that was satisfactory to everyone involved.



Key Staff

AECOM has proposed a strong team of planners, designers, economists, engineers, and CEQA specialists to assist the City with the five projects outlined in the RFP. We do not anticipate the need for any sub-consultants.

AECOM Team Organization



Matthew Gerken, AICP, Project Manager

Matthew Gerken is a senior urban and environmental planner with 20 years of experience who has served a variety of clients on a wide range of municipal planning and environmental assignments, with a focus on public clients throughout northern California. He has experience with housing elements, specific plans, comprehensive general plan preparation, climate action planning, zoning code updates, planning-oriented public outreach, and environmental documentation for a variety of projects and plans. Matthew manages projects and conducts research, writing, community outreach, and analysis to produce various planning and environmental documents and local ordinances. In the past 13 years in particular, Matthew has led a variety of strategic efforts to facilitate infill development, including housing development, in communities throughout northern and southern California. Matthew will be the Project Manager and point-of-contact for the City.

BeiBei Chen, Senior Urban Designer

With over 14 years of experience in urban planning and design, Beibei Chen is a senior urban designer and project manager in various types and scale of projects throughout California, the U.S., and internationally, with a focus on infill housing development. Project experience includes regional master plan, urban design, physical feasibility testing, and urban design guidelines, as well as housing feasibility testing and yield studies. BeiBei will collaborate with Matthew as senior urban designer for this assignment, bringing in others in our northern California design studio, as appropriate, to assist.

Xue Jin, AICP, LEED Green Associate

Xue Jin has been a planner and urban designer on various multi-disciplinary planning projects for public and private sector projects, honing her skills in site analysis, data collection and interpretation, site planning, and

graphic representation. Xue is familiar with software including Adobe Creative Cloud, AutoCAD, Rhino, SketchUp, ArcGIS, V-Ray, and others. Her recent work includes projects such as the Roseville General Plan Update, Yuba-Sutter Transit Corridor, North Natomas Sleep Train Arena Specific Plan, and other relevant projects. She works frequently with Matthew and BeiBei on projects in Northern California communities.

Anne DeBoer, Senior Planner/Economist

Anne DeBoer, who has background in both urban planning and land economics, will support the housing feasibility analysis and lead fee study related tasks. Anne is a member of AECOM's economics practice, where she develops and uses tools such as triple bottom line and benefit cost analysis to help public and private sector clients better understand their risks and evaluate strategies to address that risk, including strategies to promote infill and compact housing development.

Nathan Schmitt, Economist and Planner

As Economist and Planner, Nathan will assist with the development of strategic options for facilitating housing production through Specific Plan amendments, development of recommendations for changes to policies and standards, and the parking fee study. Nathan has developed experience in economic analysis and policy research in the public, private, and non-profit sectors. His work involves cost/benefit analysis, impact evaluation, market analysis, spatial analysis, econometrics and drafting policy recommendations. Recent projects include Transit Oriented Development analysis and implementation for Los Angeles County and the City of La Mesa, the Transfer of Development Rights Pilot Program for San Diego County, and developing the Inclusionary Housing Program economic analysis and policy options also for San Diego County.

Aditi Shetti, PE, Project Civil Engineer

Ms. Shetti is a civil and environmental engineer with more than ten years of experience in hydrologic and hydraulic (H&H) modeling for storm and sanitary sewer network systems. Ms. Shetti is familiar with a variety of advanced modeling software including InfoWorks ICM (ICM), InfoSewer, InfoWater, ArcGIS, EPA-SWMM, PCSWMM, XPSWMM, HEC-RAS, HEC-HMS, and EPANET. She will lead AECOM's work on the storm drain system capacity analysis.

Lu Chen, PE, Staff Civil Engineer

Lu Chen is a civil engineer in AECOM's Oakland office. She has conducted hydraulic modeling and model calibration to evaluate water supply system's capacity. Before joining Oakland office, she worked on hydrology and hydraulic modeling at Atlanta office for FEMA to manage flood risk in FEMA region IV. Lu's diverse skillsets and experience contribute to reducing flood hazard and implementing sustainability strategies. She will support our work on the storm drain system capacity analysis.

Wendy Copeland, CEQA Specialist

Wendy Copeland is an environmental scientist with 21 years of experience. She has collaborated with Matthew Gerken and other leadership at AECOM on a wide variety of environmental assignments throughout California, with a recent focus on environmental reporting and streamlining strategies to benefit infill development, including facilitating housing development.

Section 2. Scope of Work

Scope of Work

INTRODUCTION

While the General Plan and Waterfront District Specific Plan promote housing development (including the “triangle” area adjacent to the Depot), additional feasibility analysis, market analysis, yield estimates, and objective standards in the Specific Plan could help facilitate near- and mid-term housing production in the City’s Priority Development Area. There is potential for compact housing development in the “triangle” transitioning light industrial area and along Main Street – both “stand alone” housing projects and also compact housing projects that include ground-level commercial/retail uses. There is also the potential for substantial housing development on the “30-acre parcel” (~34 acres) near the train depot.

We agree with the City that a technical update to the City’s Waterfront District Specific Plan, supported by housing yield analysis, analysis of drainage capacity, and a parking in-lieu approach, could provide analysis and revisions needed to facilitate housing development in both of these locations Downtown.

Task 1. Housing Yield and Feasibility Analysis and Recommendations

One important early phase planning study would be a housing yield and feasibility study. This would identify key opportunities and constraints that would be used to inform other City work related to Specific Plan amendments, incentives, impact fee revisions, or other actions the City can take to encourage housing development in the triangle and 30-acre parcel portions of the Specific Plan Area.

AECOM will identify existing sources of data, relevant documents, maps, and other information related to compact housing within the Specific Plan Area, with a focus on the triangle area (aka, the Northwest Downtown Opportunity Area) and the City’s 30-acre parcel. We assume that certain technical reports, analysis, conceptual site planning, and (potentially) public outreach for the 30-acre parcel would be provided by outside entities, but that this information could be helpful in informing our work on Task 1 and other Tasks included in this proposal.

AECOM will collaborate with the City to examine housing feasibility and estimate the number of compact housing units that could be developed based on the location, infrastructure capacity, and other characteristics. We understand that the City’s preliminary estimate of housing capacity in the target area is 500-550 at the low end and perhaps as many as 1,000 to 1,500 at the high end, depending on how parking, infrastructure, and municipal services can be provided. AECOM will develop density assumptions based on prevailing and anticipated market conditions, identify vacant and underutilized properties that could support housing development, and create housing yield estimates on these properties with accompanying mapping for City review. We assume the City will provide relevant information on infrastructure capacity used to inform our housing yield study.

Deliverables:

AECOM will prepare a technical memo (electronic only) that summarizes housing yield estimates for target locations and characterizes key data and findings related to housing feasibility in the target area and recommendations to enhance feasibility for near- and mid-term housing production and one revised technical memo that incorporates what we assume would be minor comments from the City.

Optional Planning-Level Proforma Analysis. If so directed by the City under an amended scope of services, AECOM could develop a planning-level (generalized) proforma analysis to guide assumptions related to housing

density and type. AECOM has developed “planning-level” proforma techniques designed to inform allowable density and development standards without the need for a specific project proposal. If desired by the City, we can update and make use of such a tool to “optimize” density levels relative to construction costs and forecast revenue streams. We can also consider whether building code changes would suggest any changes to allowable density in the Waterfront District.

Task 2. Waterfront District and Zoning Code Amendments to Increase Housing Capacity

AECOM will assist the City with a focused Specific Plan amendment to further increase allowable density in the area around the Depot and to increase the capacity for housing, including potential revisions to development standards, as well as allowable uses. We also anticipate that the land use guidance may be revised to allow more compact housing without the need for a conditional use permit in a greater number of Specific Plan Land Use Zones. We understand that certain circulation planning revisions may be needed to facilitate infill development in the triangle area (Northwest Opportunity Area) and the City’s 30-acre parcel. AECOM would assist the City in identifying revisions to the City’s circulation planning to facilitate infill development in these key housing opportunity areas. Overall, revisions supporting this Specific Plan amendment will be focused on Chapter 3 (Land Use), Chapter 4 (Traffic + Circulation), and Chapter 6 (Development Standards + Design Guidelines).

AECOM will identify key areas of focus for Specific Plan amendments and summarize these potential revisions in a brief memo for City review and input and then participate in one virtual meeting to discuss City comments on the memo. We will prepare an annotated version of the Specific Plan highlighting proposed revisions for City confirmation prior to drafting the amended Specific Plan. We assume the same native files will be used for the Specific Plan amendment as were used for the original Specific Plan.

AECOM will assist the City with a brief presentation that would accompany an update to the Planning Commission and City Council while the team is preparing the administrative draft amended Specific Plan and another brief presentation summarizing the Specific Plan amendments for study sessions with the Planning Commission and City Council once the public review draft amended Specific Plan has been posted on the City’s website for review. AECOM will also assist the City with a brief presentation summarizing any revisions made to prepare the final amended Specific Plan and the CEQA process for use in recommendation and adoption hearings with the Planning Commission and City Council.

Deliverables:

AECOM will prepare one brief memo identifying focused areas for revision and participate in one virtual meeting. We will prepare an annotated version of the Specific Plan highlighting proposed revisions. AECOM will prepare one administrative draft, one public review draft, and one final set of Specific Plan amendments (electronic) based on input from the City, findings of the housing yield study, information supplied by the City or private applicants for the 30-acre parcel, and a summary of the City’s community and stakeholder engagement. One presentation during preparation of the administrative draft, one presentation following release of the public review draft, and one presentation for the final hearings to consider the amended Specific Plan before the Planning Commission and City Council (electronic). We assume all workshops and hearings will be virtual.

Task 3. Environmental Streamlining

Based on an analysis of potential housing yield within the triangle area and an estimate of potential housing yield for the 30-acre parcel, we propose to update the existing CEQA analysis to ensure environmental coverage for compact housing development in the target area. The land use change assumptions used in the General Plan EIR and the Specific Plan CEQA analysis were relatively ambitious to reflect the City’s desire to promote compact, infill development. Therefore, we assume the overall amount of development would not change, and that the amended Specific Plan would continue to be consistent with the General Plan, which calls for the Waterfront District Specific Plan to accommodate, “...a wide range of uses...including “horizontal” (same site) and “vertical” (same building) mixed retail, commercial service, professional office, public services and facilities; research, assembly, fabrication; low-, medium-, and higher-density dwelling units; and other compatible uses.”

AECOM will collaborate with the City to update the CEQA analysis in order to streamline future housing development as much as is feasible.

We propose preparation of an updated Specific Plan Consistency Analysis, similar to the approach for the existing Specific Plan, that provides the appropriate California Environmental Quality Act (CEQA) analysis and findings to support the City's action on the amended Specific Plan, consistent with CEQA Guidelines Section 15183 and Public Resources Code Section 21083.3. The Consistency Analysis would be limited to environmental effects that "...are peculiar to the parcel or to the project and which were not addressed as significant effects in the prior environmental impact report, or which substantial new information shows will be more significant than described in the prior environmental impact report." Public Resources Code Section 21083.3(d) further defines that an effect of a project upon the environment shall not be considered peculiar to the parcel or to the project if uniformly applied development policies or standards have been previously adopted, with a finding based upon substantial evidence that the development policies or standards will substantially mitigate the environmental effect when applied to future projects.

It is possible that, through decision maker and stakeholder engagement, there is consensus for changes to allowable density that may require an alternative approach to CEQA review, and we will advise the City if this need arises.

In order to preserve available budget for the other Tasks, we assume the existing General Plan EIR and Specific Plan Consistency Analysis would provide the majority of information and analysis required to address the Specific Plan amendments. We assume that the City will handle all noticing requirements, that no field visits or records updates are needed, and that no travel demand modeling would be required to address any VMT-related effects, since Specific Plan amendments are assumed to occur in low-VMT areas where impacts can be screened out. We assume no need for any response to comments.

Deliverables:

AECOM will prepare one administrative draft, one draft, and one final Consistency Analysis (all electronic), incorporating one set of consolidated comments from the City on each deliverable and upload the public review draft document using the State Clearinghouse digital upload protocol. We will prepare one draft and one revised Notice of Intent to Adopt and one Notice of Determination for the City to file with the County Clerk upon adoption.

Task 4. Storm Drain System Capacity Study in the Priority Development Area

AECOM will assist City staff with a study of storm drainage capacity in portions of the Priority Development Area that are anticipated for additional housing development. The storm drainage capacity study of the Priority Development Area would include gathering data including system information and relevant criteria (from the City, County, and the Fairfield-Suisun Sewer District), spreadsheet analysis of capacity, preparation of a draft and final memo documenting the study, and a meeting with the City to discuss the draft memo.

Deliverables:

AECOM will prepare one draft and one final memo documenting our analysis of storm drainage capacity (electronic) and will participate in one virtual meeting with City staff to discuss comments on the draft.

Optional Solutions for Capacity Issues. If so directed by the City under an amended scope of services, AECOM would assist with the development of potential solutions to any capacity issues which could be undertaken either by the City or developers, which could include shared drainage facilities with LID components or infrastructure upgrades.

Task 5. Fee Study for Parking In-Lieu Fees in the Priority Development Area

AECOM will assist the City in preparing a parking in-lieu fee study that provides options for new development outside of on-site parking, particularly for residential development, including affordable housing development. This

study would be based on existing parking studies, including the 2016 Parking Study we prepared to support the Waterfront District Specific Plan that estimates parking demand associated with buildout of the Specific Plan, factoring in varying time-of-day parking demand periods for different land uses.

We assume the City will provide any necessary updates to our survey of available parking from that study and identify future parking strategies (structured parking or surface lots, including any required access improvements) that should be assumed for the purposes of cost estimating, as well as identifying existing public parking supply that would be removed during buildout of the amended Specific Plan. We will make use of RS Means or similar publicly available data to estimate the cost of parking improvements identified by the City at a planning level (not based on design for any particular parking facilities).

We will determine the percentage of parking improvement costs that can be proportionately allocated to new development using our existing database of existing land uses in the Priority Development Area, a calculation of total parking demand using ITE recommendations, the summary of total existing public parking supply confirmed by the City, and an assumption from the City regarding the proportion of new development that will use the in-lieu rather than providing on-site parking or satisfying parking requirements through adjacent on-street parking (WDSP, Table 6.40). We will develop an allocation of new development parking in-lieu proportional fee by land use. We will collaborate with the City to identify an appropriate index (e.g. CPI, Engineering News Record Construction Cost Index, or other) for annual escalation of fee rates.

AECOM will prepare one administrative draft memo (electronic) that documents the assumptions and methodology and establishes the nexus for the in-lieu fee and participate in one virtual meeting with City staff to discuss comments. We will prepare one revised final memo (electronic) based on one set of consolidated City comments. We assume the City will develop any ordinance that would implement the fee.

Deliverables:

AECOM will prepare on draft and one final memo describing the methods associated with a PDA in-lieu parking fee and participate in one meeting to review City comments.

Timeline

We have developed the following schedule estimate for the Tasks outlined previously based on the assumption that a contract for the proposed services would be executed by January 15, 2021. If the contract execution date is delayed, we would adjust the schedule estimates for each of the identified Tasks accordingly.

Task	Estimated Start	Estimated End
Execute Contract	1/15/2021 (assumed)	1/15/2021
Project Initiation	January 2021	January 2021
Task 1. Housing Feasibility and Yield Analysis and Recommendations	January 2021	March 2021
Task 2. Waterfront District and Zoning Code Amendments to Increase Housing Capacity	April 2021	December 2021
Task 3. Environmental Streamlining	October 2021	December 2021
Task 4. Storm Drain System Capacity Study in the Priority Development Area	February 2021	April 2021
Task 5. Fee Study for Parking In-Lieu Fees in the Priority Development Area	February 2021	May 2021

Section 3. Fee Schedule

Hourly Rate Schedule

Staff Classification	Rate
Project Manager	\$225
Senior Civil Engineer	\$210
Senior Urban Designer	\$170
Project Civil Engineer	\$150
Staff Civil Engineer	\$130
Senior Planner/Economist	\$125
CEQA Specialist and Economist/Planner	\$115
Urban Designer	\$110
Document Specialist	\$105
GIS Specialist	\$ 90
Project Management Assistant	\$75

Quoted rates are for 12 months from award, the expected duration of the contract. If the services extend beyond 12/31/2021, AECOM may adjust billing rates each calendar year to reflect updated labor cost categories. This list includes staff that are proposed to work on the contract. However, additional staff may be added based on project needs and availability. Classifications have been assigned based on current level of experience. Select staff may change categories after 12/31/2021 as a result of increased expertise and responsibilities over time. Overtime for exempt staff is charged at straight time rate. Overtime for non-exempt staff is charged at 1.5x regular rate.

Please see Section 2 of this Proposal under "Timeline" for a schedule estimate.

To ensure efficient use of available budget, we assume no need for lengthy progress reports or invoice reports.

Other Direct Costs

Direct expenses are billed at the amount charged, as described below, plus a 5% administration cost, unless otherwise specified by the contract.

1. Out-of-pocket expenses (such as, but not limited to, delivery service, record searches, printing, fees, supplies): Cost, as charged to AECOM.
2. Passenger cars: rental cost and fuel as charged to AECOM or personal vehicle mileage at current federal rate.
3. In-house copies at cost, e.g. per page: \$0.03 (B/W 8.5"x11") \$0.08 (color; 8.5"x11") \$0.44 (color 11"x17"), Large Format Plotting - Color Print Charge \$0.205 per square foot or cost as charged by outside printing firm.
4. Specialized equipment usage fee (e.g., air/noise monitoring equipment, GPS unit use): \$50-350/day.

Task No.	TASKS	Project Manager	Sr Urban Designer	Urban Designer	Sr Planner/ Economist	Economist and Planner	Senior Civil Engineer	Project Civil Engineer	Staff Civil Engineer	CEQA Specialist	GIS Specialist	Graphics Document Production	Project Mgmt Assistant	Total Hours	Total Dollars
	Rate/Hour	\$225	\$170	\$110	\$125	\$115	\$210	\$150	\$130	\$115	\$90	\$105	\$75		
1	Housing Feasibility and Yield Analysis and Recommendations														
1.1	Data review	1	2		1								1	5	\$765
1.2	Develop housing assumptions	4	12	16	4	8							1	45	\$6,195
1.3	Calculate potential yields	4	12	16									1	33	\$4,775
1.4	Draft memo	4			8							4	1	17	\$2,395
1.5	Final memo	4			4							1	1	10	\$1,580
	Subtotal for Task 1	17	26	32	17	8	0	0	0	0	0	5	5	110	\$15,710
2	Waterfront District and Zoning Code Amendments to Increase Housing Capacity														
2.1	Identify areas for focused updates	16	8	16	4	8							1	53	\$8,215
2.2	Prepare annotated outline of potential Specific Plan amendments	8	8	16	16	32							1	81	\$10,675
2.3	Administrative draft amended Specific Plan	24	8	40							8	16	1	97	\$13,635
2.4	Public review draft and final amended Specific Plan	24	8	20							4	8	1	65	\$10,235
2.5	Brief Specific Plan presentations	24	8	12									1	45	\$8,155
	Subtotal for Task 2	96	40	104	20	40	0	0	0	0	12	24	5	341	\$50,915
3	Environmental Streamlining														
3.1	Administrative draft Consistency Analysis	16								120	16	40	1	193	\$23,115
3.2	Public review draft Consistency Analysis	10								24	4	16	1	55	\$7,125
3.3	Final Consistency Analysis	8								16		4	1	29	\$4,135
3.4	Draft and revised Notice of Intent to Adopt	4								4			1	9	\$1,435
3.5	Notice of Determination	2								2			1	5	\$755
	Subtotal for Task 3	40	0	0	0	0	0	0	0	166	20	60	5	291	\$36,565
4	Storm Drain System Capacity Study in the Priority Development Area														
4.1	Gather data						1	10	12				1	24	\$3,345
4.2	Spreadsheet analysis						2	16	16				1	35	\$4,975
4.3	Draft memo	1					2	12	8			4		27	\$3,905
4.4	Meeting	1					2	4	4					11	\$1,765
4.5	Final memo	1					1	4	4			2		12	\$1,765
	Subtotal for Task 4	3	0	0	0	0	8	46	44	0	0	6	2	109	\$15,755
5	Fee Study for Parking In-Lieu Fees in the Priority Development Area														
5.1	Review parking data	4			8	16							1	29	\$3,815
5.2	Analyze parking supply and demand	8			16	32					8			64	\$8,200
5.3	Define new versus existing development share	4			8	16								28	\$3,740
5.4	Develop cost estimates and allocate costs	8			16	32		16						72	\$9,880
5.5	Draft and final memo	8			16	32						8		64	\$8,320
	Subtotal for Task 5	32	0	0	64	128	0	16	0	0	8	8	1	257	\$33,955
	Total Labor Hours	188	66	136	101	176	8	62	44	166	40	103	18	1,108	
	Total Direct Labor Dollars	\$42,300	\$11,220	\$14,960	\$12,625	\$20,240	\$1,680	\$9,300	\$5,720	\$19,090	\$3,600	\$10,815	\$1,350		\$152,900

OTHER DIRECT COSTS

	Printing	\$20
	Postage/Delivery	\$20
	Total Other Direct Costs	\$40

	TOTAL ESTIMATED COST	\$152,940
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Section 4. Conflict of Interest

AECOM has no known financial, business or other relationships with the City that may have an impact on the outcome of this contract or any resulting construction project.

Section 5. Insurance Information

AECOM meets the requirements for insurance as listed in the sample Contract Services Agreement provided with this RFP. Please see sample ACORD insurance certificate below.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/31/2020		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: Los Angeles CertRequest@Marsh.Com CN101348564-STND-GAUE-20-21			CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: N/A INSURER C: Illinois Union Insurance Co INSURER D: SEE ACORD 101 INSURER E: INSURER F:			
INSURED AECOM 1999 Avenue of the Stars, Suite 2600 Los Angeles, CA 90067			NAIC # 22667 N/A 27960			
COVERAGES CERTIFICATE NUMBER: LOS-002167648-21 REVISION NUMBER:						
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HDO G7123311A	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H25301730	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	SEE ACORD 101	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.		EON G21654693 005 "CLAIMS MADE"	04/01/2020	04/01/2021	Per Claim/Agg \$ 2,000,000 Defense Included
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) EVIDENCE OF COVERAGE Contractors Pollution Liability, Carrier: AIG Specialty Insurance Company, NAIC #26883, Policy #: CPL 1814870, Policy Term: 04/01/2020 - 04/01/2021, "Claims Made," Defense Included, Limit: \$2,000,000 Per Loss/Aggregate						
CERTIFICATE HOLDER				CANCELLATION		
AECOM 1999 Avenue of the Stars, Ste. 2600 Los Angeles, CA 90067				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services James L. Vogel		

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Appendix: Resumes



Matthew Gerken, AICP

Senior Urban and Environmental Planner
Role: Project Manager

Education

MA, Urban and Regional Planning,
University of North Carolina at
Chapel Hill, 2001

BA, Geography, University of Iowa,
1997

Registrations and Certifications

American Institute of Certified Planners

Years of Experience

With AECOM: 20

With Other Firms: 0

Affiliations

American Institute of Certified Planners

American Planning Association

Association of Environmental
Professionals

Matthew Gerken is a senior urban and environmental planner who has served a variety of clients on a wide range of municipal planning and environmental assignments, with a focus on infill-oriented projects and plans throughout California.

He has experience with housing elements, reinvestment strategies, TOD studies, specific plans, comprehensive general plan preparation, climate action planning, impact fee studies, zoning code updates, planning-oriented public outreach, and environmental documentation for a variety of projects and plans. Matthew is an expert in environmental streamlining strategies, which he has developed on behalf of various clients, often beginning with a rigorous General Plan environmental platform.

Matthew manages projects and conducts research, writing, community outreach, and analysis to produce various planning and environmental documents and local ordinances. He is the primary author of dozens of environmental and planning documents and has extensive project management experience with large, multi-year, complex programs, as well as smaller-scale work.

Experience

City of Suisun City, General Plan, Development Code Update, and CEQA Analysis, Solano County, CA. Project manager for this comprehensive policy update and revision to the City's Municipal Code. Matthew also led the comprehensive analysis of the effects of implementing this General Plan, with a focus on transportation analysis to inform policy development. The integrated planning and environmental approach has provided substantial CEQA streamlining for follow-on projects that are consistent with the General Plan.

City of Suisun City, Downtown Waterfront Specific Plan and CEQA Review, Solano County, CA.

Project manager for this Specific Plan, which includes a variety of land use changes and transportation improvements to promote residential and economic development of the Specific Plan Area. The work program combines strategic market and economic analysis with urban design and a regulatory framework that facilitates housing development. This Plan and environmental document was a Statewide Association of Environmental Professionals award winner for Outstanding Planning Document in 2017.

City of Woodland Housing Element, 2035 General Plan Update, EIR, and Climate Action Plan, Woodland, CA.

Project manager working with Dyett & Bhatia to comprehensively update the City of Woodland's General Plan to guide development and conservation through 2035. AECOM's work included preparation of the Housing Element, as well as authorship of a climate action plan, and the lead role on CEQA documentation for the General Plan Update and climate action plan. AECOM provided full integration of the environmental review and planning process for Woodland to provide a self-mitigating General Plan and maximize future streamlining and tiering potential for housing development.

City of Roseville, 2035 General Plan Update, EIR, and Climate Action Plan, Roseville, CA.

Matthew is the project manager for this climate action plan and update to the City's General Plan to provide new transportation policy, GHG emission reduction strategies, revise safety and public facility policies, and make a number of other changes, along with a new comprehensive EIR to provide streamlining.

City of Tracy, Housing Element, San Joaquin County, CA. Urban planner and primary author of this Housing Element. Mr. Gerken conducted public outreach, coordinated with interested citizens, supported Housing Element preparation through extensive use of GIS, coordinated revisions to the document

according to a meticulous review by the California Department of Housing and Community Development, and conducted all research and analysis to support the Housing Element update.

City of Dixon, Housing Element, Solano County, CA. Urban planner who co-authored this Housing Element. Mr. Gerken coordinated review and revisions to the element with the California Department of Housing and Community Development.

City of Modesto, Housing Element, Stanislaus County, CA. Urban planner who co-authored this Housing Element. Mr. Gerken assisted an advisory committee with public outreach and coordination.

City of Lodi, Housing Element and EIR, San Joaquin County, CA. Urban and environmental planner who co-authored this Housing Element and EIR. The EIR analyzed the impacts of implementation of the Housing Element.

City of Live Oak, Housing Element, General Plan Update and EIR, Sutter County, CA. Project manager and primary author of this comprehensive general plan update. The Plan is a 2010 Merit Award Winner for Comprehensive Planning, Small Jurisdiction, from the Sacramento Valley Section APA.

City of Gridley, Housing Element, General Plan Update, EIR, and MSR, Butte County, CA. Project manager and primary author for the 2030 general plan and program EIR. There is a major focus on creating development patterns that facilitate multiple modes of travel, attracting high-quality job development, using best management practices in stormwater management, and improving transportation connectivity and access. Other key issues in this general plan include regional coordination on community design, infill development, and policies that encourage compact development.

City of Riverbank Housing Element, General Plan and EIR, Stanislaus County, CA. Project manager and primary analyst/author of background reports, general plan elements and EIR sections, in support of this comprehensive plan update, which included an opportunities and constraints analysis, and an infill and revitalization potential assessment. Major themes included intelligent transportation design, community character and design, compact and mixed-use development patterns, natural drainage systems, and public infrastructure and service adequacy.

City of Riverbank Comprehensive Impact Fee Update. As a part of a team of economists and engineers, provided the City of Riverbank with a comprehensive set of development impact fees, including water, sewer, storm drainage, parks and recreation, general government, and traffic. Following this initial nexus fee study, the City retained Matthew to assist with an update to all impact fees following the update of the General Plan (which Matthew also led).

Yuba County, General Plan and EIR, Yuba County, CA. Project manager for a comprehensive update of the General Plan and EIR. The Yuba County 2030 General Plan was selected for a 2012 Sacramento Valley Section APA Award for Outstanding Comprehensive Planning and the statewide Outstanding Planning Document, as determined by the Association of Environmental Professionals.

Yuba County, East Linda Revitalization Plan, Yuba County, CA. Project manager for a plan that provides direction for updates to Yuba County's codes, standards, and public investments, removing constraints to, and providing incentives for redevelopment. The Plan guides housing and mixed-use, infill development in Linda; identifies multimodal transportation improvements to support development; and, describes public infrastructure needed to encourage investment. The plan's vision is to provide mixed land uses of adequate density and transportation facilities so that walking, bicycling, or taking transit is viable for daily needs.

City of Gridley, Development Code and Improvement Standards Update, GHG Reduction Program, and Infill Design Guidelines, Gridley, CA. Authored #1 ranked application to SGC to fund this project which ties GHG reduction strategies to development code and improvement standards revisions and infill design guidelines, a key implementation measure from the recent General Plan update.

Fairfield Train Station Area Specific Plan and EIR. Project manager for this integrated Specific Plan/EIR process to guide development and conservation for a 2,970-acre transit-oriented plan designed to promote reinvestment/infill and guide new development, including compact housing development designed to support the establishment of regional commuter transit.

BeiBei Chen, LEED AP

Senior Urban Designer

Education

Master of Science, Architecture and
Urban Design, Harvard University
Graduate, School of Design, 2005

Bachelor of Science, Architecture,
Tongji University, Shanghai, China,
2003

Years of Experience

With AECOM: 12
With Other Firms: 2

Training

American Planning Association (APA)

Professional Associations

American Planning Association (APA)

Over 10 years of professional experience in urban planning and design, BeiBei Chen is a senior urban designer and project manager in various types and scale of projects in the US, Asia and Middle East. Project experience includes regional master plan, urban design, physical feasibility testing and urban design guidelines.

Experience

Easton Development Company, LLC, The Boroughs of Easton Master Planning Services, Sacramento County, CA. Project Manager and Designer. AECOM has been working with Easton Development for several years, providing a full suite of professional services for their large plan area, which includes parts of Folsom, Rancho Cordova, and Sacramento County. The services provided range from preparation of two Specific Plans and two Land Use Development Plans, preparation of Design Guidelines, and concept studies, through to technical services required to address various

onsite conditions, for approximately 20,000 residential units and approximately 8M sf of commercial land use. As part of a large, and collaborative multi-disciplinary team, many alternatives were discussed and explored. As this is a multi-year relationship, the “project” elements are varied and at various stages of implementation.

City of Pasadena, General Plan Implementation Program and EIR Addenda, Pasadena, CA. Urban Designer. The Plan Areas include five transit stations and a mix of commercial office, retail, flex industrial, institutional and multifamily residential uses. The updates will refine land uses, develop new development and design standards and guidelines, and create new public realm policies, standards, and mobility concepts. The project includes the generation of land use capacities in advance of Housing Element update. Streamlining and coordinating policies, standards, and guidelines across the City’s many policy, zoning, and guidelines documents is also a key focus. BeiBei worked on physical feasibility testing on various opportunity sites in the Plan Areas.

Burbank Planning & Transportation Division, Golden State Specific Plan and High Speed Rail Station Area Plan, Burbank, CA. Urban Designer. A new Specific Plan for the 600-acre post-industrial area around the Hollywood-Burbank Airport in anticipation of a new high speed rail station and new Metrolink station (underway). Key focus areas of the project so far have been evaluating the feasibility of more housing and density in the district, identifying the appropriate jobs housing balance, and improving access to the Metro and HSR stations and relocated airport terminals. BeiBei provided feasibility testing on three major redevelopment sites in the Plan Area.

Phoenix-Mesa Gateway Airport Authority, Skybridge Arizona, Phoenix, AZ. Lead Designer and Project Manager. AECOM prepared a concept master plan for the 300 acre industrial park site adjacent to Mesa Gateway Airport in Phoenix. The scope of work included aviation analysis, master planning and landscape design services, and coordinated infrastructure concepts. AECOM team of urban designers, landscape designers, aviation engineers and civil engineers worked closely to define the development strategy and establish an overall vision and framework for future development of the site. Once completed, Skybridge Arizona will provide the national’s first cargo hub to house both Mexican and US customs and become a premier destination for e-commerce and manufacture business.

The Irvine Company, Development Advisory Services, Santa Clara County, CA. Urban Designer. AECOM is providing development advisory services, evaluating the development potential for a variety of sites located throughout Santa Clara County. This includes area-wide, GIS-based, land-use analysis, and

site-specific site design studies of a variety of residential, mixed-use, retail and entertainment oriented land uses.

Nor'wood Development, Banning Lewis Ranch Framework Master Plan, Colorado Springs, CO.

Project Manager and Lead Designer. AECOM is currently preparing a Framework Master Plan for an 18,000-acre site located on the eastern boundary of Colorado Springs. The long-term goal of this planning and design effort is to establish a new framework vision plan leading to the creation of dynamic new communities for the City of Colorado Springs; one that accommodates the projected growth of the City while staying true to its established values. AECOM is preparing a Framework Plan that incorporates 21st century design principles, green infrastructure, transportation, urban analytics and urban ecology.

University of California, Santa Barbara (UCSB) Ocean Road Planning Study, Santa Barbara, CA.

Lead Designer. AECOM prepared a planning study at the University of California, Santa Barbara (UCSB) campus addressing the university's desire for new faculty and staff housing on the campus – specifically on an approximately 5.43-acre area known as "Ocean Road". The goal of the study was to provide for approximately 200 market rate apartments and 90-150 for sale units; while at the same time, reconfiguring Ocean Road to allow it to slope down to a more natural grade thereby eliminating the need for an existing pedestrian and bicycle undercrossing. The relationship between the campus and the adjacent community of Isla Vista was considered including the important pedestrian and bicycle connections between the two. AECOM conducted a five step concept development and planning process through the preparation of 1) an existing conditions memo, 2) roadway alignment studies, 3) parcel development yield studies, 4) up to three concept development scenarios, and finally, 5) provided support and input to the CEQA process.

Confidential Project, San Francisco Bay Area. Urban Designer. AECOM's San Francisco Master Planning team prepared a variety of density and yield studies for this client on a number of potential development sites located throughout the San Francisco Bay Area – particularly those in close proximity to regional transit. The team also prepared large scaled conceptual master plans for this client in China. These studies focused on community revitalization by both introducing housing and employment opportunities as well as enhancing the area's historic waterfront district.

Transit Center District Plan + 4th/King Railyards Study, San Francisco, CA. Urban Designer. The Transit Center District Plan built on the City of San Francisco's renowned 1985 Downtown Plan, which envisioned the area around the Transbay Terminal as the heart of the new downtown. The study produced new planning policies and controls for land use, urban form, building design, and public realm improvements for private properties as well as for properties owned by the Transbay Joint Powers Authority.

Japantown Urban Design Plan, San Francisco, CA. Urban Designer. Development of an urban design concept to help create a world-class retail experience in the neighborhood, while remaining true to the community's cultural roots. A new bus rapid transit line was added to the neighborhood, and a range of urban design schemes and concepts that addressed both commercial and residential land uses, and improved the streetscape, pedestrian experience, and transit access were developed. Our team collaborated with the City of San Francisco to engage the community in a public participation process. The client was 3-D Investment.

Anne deBoer

Senior Analyst, Sustainable Economics

Education

Master of City Planning, Department of
City & Regional Planning, University
of California-Berkeley, 2017

BA with High Honors, Art History,
Wesleyan University, 2012

Years of Experience

With AECOM: 3

With Other Firms: 3

Training

Interdisciplinary Graduate Certificate in
Real Estate, University of California-
Berkeley, 2017

Certificate of Environmental Studies,
Wesleyan University, 2012

Anne deBoer is a member of AECOM's Sustainable Economics practice. She works with public and private sector clients to help develop funding and financing strategies to pay for infrastructure, plan for climate change adaptation, and minimize real estate risk. She has experience conducting benefit cost analysis for infrastructure and developing dynamic tools such as triple bottom line, multicriteria assessment, and impact fee calculators to support transparent and standardized evaluation. In her previous professional experience, she advised higher education clients on asset management and greenhouse gas reduction strategies. Her master's degree focused on transportation, land use planning and real estate, and climate vulnerability assessments. She obtained a B.A with high honors from Wesleyan University where she studied sustainable architecture.

Experience

City of West Sacramento, 2021-2019 Housing Element Update, West Sacramento, CA. AECOM is currently working with the City to prepare their 2021-2019 Housing Element Update. Anne DeBoer is one of AECOM's team members for the West Sacramento Housing Element update. Her role is focused on data collection and analysis required to determine existing socio-economic and housing conditions, the relationship to future housing needs, and City's capacity to accommodate those needs, including whether sufficient additional residential development capacity has been added with the City's recent zoning code update to accommodate West Sacramento RHNA share of regional housing needs.

Development Impact Fee Program Nexus Study, City of East Palo Alto, CA. AECOM worked with the City of East Palo Alto to update allocation methodologies and development fees in accordance with California AB1600 requirements. Anne's involvement included support on pro forma models to test the impact of proposed fees on development feasibility and local economic growth. Anne also developed an impact fee calculator for the City to provide to the public as an easy tool to understand the fees associated with proposed development.

General Plan Update, Town of Loomis. AECOM is working with the Town of Loomis to update their General Plan, inclusive of an update to the Economic Development Element. Anne is overseeing the update to the market analysis and working to develop an update of strategies to support the Town in efforts to attract and retain business with an outlook that accounts for the potential long-term impacts of Covid-19.

Palo Alto Climate Action Plan, Palo Alto. Palo Alto is undertaking an update of their Sustainability/Climate Action Plan Framework. The project encompasses a citywide greenhouse gas emissions inventory, community engagement, and implementation support particularly as related to adoption of vehicle miles traveled policy for CEQA purposes as required by SB743. Anne is supporting a costing analysis to understand how the cost of the proposed actions compares to business as usual, such as the cost of transitioning to electric vehicles and requiring residential units on certain commercial development.

Wind Energy Economic and Fiscal Impacts, Solano County, CA. AECOM is partnering with the Sacramento Municipal Utility District to evaluate the economic and fiscal impacts of historical and planned land-based wind energy projects in the Montezuma Hills. Anne is supporting the economic and fiscal

impact analysis which will show the impacts of investments in construction and ongoing operations, maintenance and renewal.

Valley Link Feasibility Study, CA. AECOM is working with the Tri-Valley San Joaquin Valley Regional Rail Authority to evaluate the feasibility of constructing light-rail to connect Northern San Joaquin County communities to the Tri-Valley and Bay Area Rapid Transit. As part of this project, Anne supported the evaluation of innovative funding and financing mechanisms that could be leveraged for operations of the proposed rail connection. This included research related to recent new development along the rail line, an understanding of plans for future transit-oriented development, and analysis of existing Community Facilities Districts.

Confidential Client, San Francisco Bay Area. AECOM was engaged in a Triple Bottom Line (TBL) and benefit-cost analysis to evaluate the value of investing in climate adaptation and resilience for a private sector client with real estate vulnerable to coastal hazards. A tool was developed to assist in the design and implementation of an asset management strategy that accounts for climate risk by providing an understanding of the tradeoffs between a range of potential climate adaptation responses.

Santa Barbara Sea Level Rise Adaptation Plan and Local Coastal Plan Update, CA. In support of the City of Santa Barbara's Local Coastal Plan update, Anne analyzed Santa Barbara's public and private assets, coastal recreational assets, utilities, and transportation information to evaluate the future economic and financial impacts from sea level rise, coastal flooding, and erosion. Benefit-cost analysis was used for several adaptation scenarios to prioritize investment strategies.

Funding and Financing Climate Adaptation and Resilience Projects in California, Resources Legacy Fund, CA. Anne was part of a team that delivered a policy report on existing and potential sources of funding and financing for resilience projects in California for a non-profit organization headquartered in Sacramento. To complete the report, the AECOM team conducted expert interviews, reviewed academic and policy literature, and identified case studies to develop an understanding of how to enable adaptation and resilience investments in California.

Financing Mechanisms for Adaptation to Sea Level Rise in the San Francisco Bay Area, Metropolitan Transportation Commission (MTC). To better prepare for sea level rise, MTC is interested in understanding possible revenue generation sources that can be used to pay for climate adaptation. Anne co-wrote a report analyzing how three specific mechanisms could apply, using relevant case studies and theoretical applications to specific areas around the Bay. The mechanisms were chosen based on considerations regarding equity, feasibility, applicability, and innovation.

Berkeley Energy Assurance Transformation, Berkeley, CA. AECOM developed a coordinated regulatory, technical and financial feasibility analysis and implementation plan for a multi-facility clean energy microgrid in Downtown Berkeley. Anne supported the policy research and the development of a financial model for the proposed microgrid including identifying and evaluating potential financing opportunities and conducting a sustainable return on investment analysis.

Nathan Schmitt
Economist/Planner

Education

MIA, International Economics
University of California, SD
BA, Political Science,
Anthropology University of
Wisconsin, Madison

Registrations/Certifications

Certificate, Real Estate Finance
and Development University of
San Diego

Years of Experience

With AECOM: 2
2018-Present
With Other Firms: 4

Nathan is an economist and planner with experience in economic analysis and policy research in the public, private and non-profit sectors. His work involves cost/benefit analysis, impact evaluation, market analysis, spatial analysis, econometrics and drafting policy recommendations. His work regularly involves data and spatial analysis software such as Stata, R, Arc GIS and Google Earth Engine API. He has worked and lived in Latin America and is fluent in Spanish.

Experience

County of San Diego, Analysis to Develop Criteria for Inclusionary Zoning and Middle-Income Housing Program, San Diego County, CA. Economic Analyst. The County of San Diego retained AECOM to conduct an economic analysis with criteria for the potential development of an inclusionary housing program and density bonus program for middle-income households. Nathan developed the market analysis, financial feasibility analysis, and

literature/best practice review. Having completed the first phases of the project, AECOM is now designing a policy to increase the development of affordable housing while minimizing financial loss to market-rate development through a menu of compliance options, offsets, and incentives. Nathan built a flexible pro forma model to estimate the impacts of affordable set aside percentages on a variety of residential product types.

City of La Mesa, Transit Oriented Development Study, San Diego, CA. Economist The City of La Mesa was awarded a Sustainable Communities Grant (SB-1) to encourage multimodal transportation, reduce GHG emissions, and promote access between affordable housing and employment centers. AECOM was retained to assess the feasibility of mixed-use development at two San Diego MTS trolley stations in a multidisciplinary effort including economics, planning, architecture, and civil engineering. Nathan served as technical lead on the affordable housing program to identify sources of local, state, and federal funding and assess financial feasibility of mixed-use prototypes through pro-forma analysis.

Town of Loomis, General Plan Update Economic Development, Loomis, CA. Economic Analyst. AECOM was retained by the Town of Loomis to comprehensively update the Town's General Plan. Nathan updated the chapters on economic development that included both comprehensive strategies and technical appendices that analyzed demand, absorption, and economic trends for retail, office, and industrial land uses. The report integrated market analysis, land use economics, socio-demographic forecasting, and policy recommendations.

Los Angeles County, General Hospital Feasibility Analysis, Los Angeles, CA. Economist. Nathan worked as an economist on a multidisciplinary team to explore potential uses of a repurposed LAC USC General Hospital building in the heart of Los Angeles. He analyzed the feasibility of multiple land uses, developed programs for market rate and affordable housing in a mixed-use development, carried out a hotel feasibility study, drafted memos in English and Spanish, and served as a bilingual specialist for community outreach events.

County of San Diego, Alpine Community Plan Update, San Diego County, CA. Economist. The County of San Diego retained AECOM for two related projects to conduct market and feasibility analysis and develop a Transfer of Development Rights (TDR) Pilot Program concurrent with the Alpine Community Plan Update to assess the potential for higher-density residential development in designated receiving areas, while also preserving open space and reducing hazards. AECOM is currently working with the County to design the transfer mechanism, land use policies, and public outreach strategies.

County of San Diego, Transfer of Development Rights Pilot Program, San Diego, CA. Economist. AECOM was retained to perform a feasibility analysis for a TDR program in the County of San Diego with the goal to induce higher-density residential development and conserve rural lands through a transfer mechanism. Nathan performed economic analysis, feasibility testing, and community outreach during phase one as the County developed program options. In the second phase, he led the technical development of potential valuation and transfer mechanisms to be scaled up for a county-wide program.

County of San Diego, Land Development Code, San Diego, CA. Planner/Economist. AECOM was retained by the County of San Diego for an on-call services contract to advise the County's updated Land Development Code. Nathan researched and developed best practices for various technical codes and analyzed County spatial data to provide insight into current land uses and zoning codes, creating dozens of maps for the County Board of Supervisors. He also participated in community outreach events as the Spanish speaking representative for the County.

Los Angeles County Department of Regional Planning, Florence-Firestone Transit Oriented Development Specific Plan, Los Angeles, CA. The County of Los Angeles retained AECOM to develop zoning ordinances, urban design guidelines, and economic development strategies for half-mile radii surrounding three light rail stations in an unincorporated urban island. The economics team conducted market research, made recommendations for land use designations, and developed financing strategies to maximize economic development and value capture.

City of Santa Ana, Economic/Fiscal Impact of Land Use Alternatives, Santa Ana, CA. Nathan worked on series of reports for the City to analyze the potential impact of land use alternatives for specific focus areas in preparation for the City's General Plan Update. Deliverables included market analysis, development feasibility analysis, economic/fiscal impact analysis, and peer reviews for proposed development projects. Of interest to the City was an analysis of industrial land uses and how the City's inventory aligned with economic forecasts. AECOM developed dynamic economic models to highlight data-driven policy alternatives.

City of San Diego, Strategic Transportation Optimization Program, San Diego, CA. The City of San Diego contracted AECOM to perform a comparative analysis of recently formed or restructured departments of transportation from peer cities around the country. Nathan analyzed best practices and developed recommendations for budgeting, capital improvement financing, structural organization and strategic planning to inform the City's ongoing restructuring program for mobility related tasks.

City of San Diego, 5G Wireless Cost Analysis, San Diego, CA: AECOM was retained by the City of San Diego to estimate the capital and operation expenses necessary for the City to permit and regulate small cell wireless facilities for the rollout of 5G technologies. Nathan conducted policy research, interviewed officials, and developed a spatial model anticipating the demand and cost of service throughout the City.

Western Riverside Council of Governments (WRCOG), Economic/Sustainability Indicators, Alhambra, CA. Economic Analyst. AECOM was retained by WRCOG to develop a series of key economic and environmental indicators to track progress on policy initiatives. Nathan served as an economist to create user-friendly models for WRCOG staff to track and update indicators of economic development and environmental sustainability.

City of Del Mar, Coastal Restoration and Climate Mitigation Program, Del Mar, CA. Economic Analyst. AECOM was retained to develop strategies for the City to restore sensitive coastal areas and mitigate against future deterioration as the result of climate change. Nathan researched potential solutions, identified sources of state and federal funding, and wrote grant applications with the City.

Kansas Legislature, Kansas Electricity Rates Study, KS. AECOM was retained by the Kansas Legislature to study consequential issues materially affecting Kansas electricity rates. Nathan analyzed how industrial and commercial electricity rates were impacting economic development of key sectors in Kansas and selected peer states and performed a benefit/cost analysis of transmission investments. The Economics team partnered with the Smart Energy Team to develop policy recommendations.

Aditi Shetti, PE

Civil and Environmental Engineer

Education

MS, Civil and Environmental
Engineering, San Jose State
University, 2012

BE, Environmental Engineering, Shivaji
University, India, 2004

Registrations

Civil Engineer, California, #B7957

Years of Experience

With AECOM: 6

With Other Firms: 4

Ms. Shetti is a civil and environmental engineer with more than ten years of experience in hydrologic and hydraulic (H&H) modeling for storm and sanitary sewer network systems. Ms. Shetti is familiar with a variety of advanced modeling software including InfoWorks ICM (ICM), InfoSewer, InfoWater, ArcGIS, EPA-SWMM, PCSWMM, XPSWMM, HEC-RAS, HEC-HMS, and EPANET. Ms. Shetti has worked on numerous sanitary, storm and combined sewer modeling projects for City of Detroit, City of Manhattan Beach, City of San Diego, City of San Jose, United Utilities, Scottish Water, and Northumbrian Water Utilities.

Experience

City of Manhattan Beach, Storm Drain Master Plan, Manhattan Beach, CA. Lead Modeler currently working on H&H model development using XPSWMM for City of Manhattan Beach. Model covers 38 miles of storm pipes, 4 pump stations, and 22 outfalls. Tasks include:

- H&H model development
- System capacity performance evaluation
- Development of Capital Improvement Program (CIP) Projects

Detroit Water and Sewer Department (DWSD), Capital Improvement Program (CIP), Detroit, MI. Lead Modeler who worked on H&H model development using ICM for City of Detroit's combined sewer system. Model covers 3500 miles of sewer pipes, 16 pump stations, and 88 outfalls. Tasks include:

- Conversion of baseline model from SWMM to ICM
- All pipe model network development and calibration
- System capacity performance evaluation
- Technical guidance and supervision

City of San Jose, Storm Drain Master Plan, San Jose, CA. Lead Modeler who worked on H&H model development for City's storm drain system using ICM. Model covers 480 miles of storm pipes with 24-inch-diameter and larger in size, 30 pump stations, 900 outfalls, and approximately 49 creeks. Tasks included:

- H&H model development for City's storm drain system
- Riverine model development by integrating HEC-RAS network into ICM, representing HEC-RAS objects into ICM format
- Preparing flow monitoring plans
- Calibration and verification of the H&H model using flow monitoring data, creek stage data and pump station data
- Development of near-term and long-term planning scenarios
- Development of design storms
- Modeling Low Impact Development (LID) structures, Hydro-modification Management (HM) projects
- Evaluation of system capacity performance

- Development of Capital Improvement Program (CIP) Projects
- Preparing training memos, technical memorandums and report writing

City of Atwater, Sewer Master Plan Model Update, Atwater, California. Hydraulic modeler who updated InfoSewer model that was developed in 2010 as part of the city's sewer master plan for recent developments and corresponding wastewater loads.

City of San Diego, Morena Pump Station Diversion Sewers Evaluation, San Diego, CA. Hydraulic modeler who, using ICM, performed hydraulic modeling of the proposed diversion sewer system to the Morena Pump Station (MPS) and evaluated any potential impacts on the existing sewer system. Tasks included.

- Review and validation of existing ICM model
- Analysis of proposed diversion system
- Evaluation of failsafe scenarios
- Evaluation of the existing sewer system performance for various wet weather flow conditions and modeling alternate scenarios to prevent the potential impacts

Scottish Water, Barrhead Model Build and Verification, Strategic Review of Charges 2010-14 (SR10) UID Program, Glasgow City, United Kingdom. Hydraulic modeler who, using InfoWorks CS, constructed and verified the hydraulic model for Barrhead catchment as a part of SR10 Unsatisfied Intermittent Discharge (UID) Program. The model was then to be used for defining catchment UID needs and developing proposed options to resolve these. The Barrhead catchment covers 490 hectares (1.89 sq. mile), with a population of approximately 22,000. The catchment included detailed study and modeling of 10 Combined Sewer Overflows (CSOs). Verification was completed using 18 flow monitors.

Scottish Water, White Cart River Optioneering, SR10 UID Program, United Kingdom. Hydraulic Modeler. As a part of SR10 UID Program, seven UIDs were studied. Provided storage and screening solutions to the CSOs, which were classified as UIDs, discharging to White Cart River. Based on spill frequency and five-year peak spill flow rate, static or power screen was proposed. Due to insufficient capacity of network downstream to the UID's, options of common screen chamber, pipe upsizing, provision of online and offline storage tanks were proposed.

Northumbrian Water, Seaham & Murton Verification, United Kingdom. Hydraulic modeler who desimplified the Seaham and Murton catchment model to tally with the GIS data. The model was verified using 11 flow monitors including one depth monitor.

Hydraulic Modeler, United Utilities, Model Build, Verification, & Water Quality Analysis, United Utilities Manchester Ship Canal Study, United Kingdom. Hydraulic Modeler. Using InfoWorks CS constructed and verified the hydraulic model for the Irlam & Northbank catchment. The Irlam/Northbank catchment covers 350 hectare (1.35 sq. mile), and has a population of 21,000, approximately. A total of 35 flow monitors, including eight depth monitors, were verified. The catchment included detailed study and modeling of five CSOs, seven pumping stations and wastewater treatment works.

Scottish Water, Merry Burn Model Maintenance, Strategic Review of Charges 2006-10 (SR06) Model Maintenance Program, South Glasgow, United Kingdom. Hydraulic modeler who completed model maintenance for Merryburn catchment in South Glasgow. Two UIDs from Merryburn catchment were identified by Scottish Water and Scottish Environment Protection Agency to be impacting on the Merry Burn. Verification was completed by using two flow monitors to check the performance of the model near the identified UID's. The model covers area of 35 hectares (.13 square miles) and population of approximately 1,500.

Lu Chen, PE

Water Resources Civil Engineer

Education

MS, Civil and Environmental Engineering (Environmental Engineering), University of Michigan - Ann Arbor, 2016
MS, Sustainable Systems, University of Michigan - Ann Arbor, 2016
Bachelor of Science (BSc), Environmental/Environmental Health Engineering, Tongji University (同济大学), 2013

Registrations

Professional Engineer (PE), State of California, State of California
Engineer in Training - EIT - State of Michigan, State of Michigan

Years of Experience

With AECOM: 4
With Other Firms: 3

Lu Chen is a civil engineer in the Oakland office. She has conducted hydraulic modeling and model calibration to evaluate water supply system's capacity. She mapped the reliability score for different firefighting water supply system alternatives by GIS. She also mapped the alternative fire suppression methods in ArcGIS Pro to help the stakeholder visualize the data in 3D view. Before joining Oakland office, she worked on hydrology and hydraulic modeling at Atlanta office for FEMA to manage flood risk in FEMA region IV.

Lu is a water resources engineer in the Oakland office. She has conducted environmental footprint studies for the retail industry, net-zero water and energy house retrofits, and a life-cycle assessment of coal mining and hydraulic fracturing during her academic study, and has enhanced her engineering skills through hydrology and hydraulic modeling for FEMA. Lu's diverse skill sets and experience contribute to reducing flood hazard and implementing sustainability strategies.

Experience

Confidential High-Tech Client, Global Supply Chain

Sustainability Program, California. Coordinated and recorded suppliers' Environment, Health and Safety audit data conducted by AECOM China offices and analyzed the performance trend for each month. Provided suggestions about potential improvements for client's data management. Developed communication strategies and corrective action plans based on the analysis.

San Francisco Public Utilities Commission, Auxiliary Water Supply System (AWSS) for Development Projects, San Francisco, California. Conducted hydraulic modeling through EPANET to assess the reliability of the high pressure system and select alternatives to meet the demand requirement by the major developments under normal operating condition, post-seismic condition, and greater-alarm condition. Conducted perimeter control analysis for each development and mapped fire suppression methods in ArcGIS Pro.

San Francisco Public Utilities Commission, AWSS Coverage Scoring Project, San Francisco, California. Developing coverage scoring methodology to assess the distribution of existing pipelines and providing suggestions for future phased implementation. Performing sensitivity analysis for each method alternatives and applying to Westside AWSS system for a small scope of test. Choosing one or two preferred method to apply citywide.

San Francisco Public Utilities Commission, AWSS University Mound Supply Project, San Francisco, California. Conducted hydraulic modeling by EPANET and assess the reliability score for each Fire Response Area to determine the University Mound pump station capacity and University Mound West Pipeline size and East Pipeline route as well as pipe size. Assessed the model under normal operating condition, post-seismic condition, and greater-alarm condition to select the best practice among alternatives.

San Francisco Public Utilities Commission, Westside Potable AWSS Pipeline, San Francisco, California. Conducted hydraulic modeling by EPANET and reliability score in Richmond District to provide pipeline extension alternatives. For potable co-benefit system, Lu conducted hydraulic modeling by Synergi Water Application to distribute water source coming from Sunset reservoir and Lake Merced and determine the demand locations to maximize the stress in the system to get the conservative pump station capacity and pipe size results.

Mississippi Geographic Information LLC, Big Sunflower River Watershed Regulatory, Various Locations, Mississippi. Drafted Bolivar County and Sharkey County flood insurance study reports for the watershed and reviewed FIRM panels for the watershed. Flood insurance study reports were drafted for QC1. Tables and figures in the report were listed to show flood history, data source, engineering methods and results, and community engagement.

Mississippi Geographic Information LLC, Watershed Risk MAP, Georgia. Conducted hydrology and hydraulic modeling for the limited detail 102-mile-long study. There were 20 streams in the upper Tallahatchie Watershed and the watershed was divided as 110 basins for hydrology modeling. Survey data of dams, bridges, and culverts were populated and validated in WISE for hydraulic modeling.

North Central Texas Council of Governments, FY15 Watershed Study and Hydrologic & Hydraulic Review, Dallas, Texas. Conducted hydraulic modeling for the Middle Denton Watershed West large-scale automated engineering 175-mile-long study. There were 114 streams in the watershed and 305 basins were divided up during hydrology modeling process. Cross sections for dams, bridges, and culverts were carefully placed in the model. Although survey data for structures is not available for the study, the most updated LiDAR data was applied for the model.

Texas Water Development Board, FY15 Watershed Study and Hydrologic & Hydraulic Review, Dallas, Texas. Conducted hydraulic modeling for the Middle Denton Watershed West large-scale automated engineering 175-mile-long study. There were 114 streams in the watershed and 305 basins were divided up during hydrology modeling process. Cross sections for dams, bridges, and culverts were carefully placed in the model. Although survey data for structures is not available for the study, the most updated LiDAR data was applied for the model.

US Environmental Protection Agency, Big Sunflower River Watershed Regulatory, Various Locations, Mississippi. Drafted Bolivar County and Sharkey County flood insurance study reports for the watershed and reviewed FIRM panels for the watershed. Flood insurance study reports were drafted for QC1. Tables and figures in the report were listed to show flood history, data source, engineering methods and results, and community engagement.

US Federal Emergency Management Agency - Region III, RiskMAP 2009-2014 - FY14 Region 4 Old Hickory Lake Watershed Discovery Services, Various Locations, Tennessee. Drafted a discovery meeting handbook and assisted with the discussion session during the meeting. Data was collected from flood insurance study reports, GIS specialists, and engineers and used for creating the handbook, including the current flood issues, current protection action, current flood hazard map, LOMCs and other content related to local floods. During the meeting's discussion session, that information was properly explained to the local community and comments were collected after the meeting.

US Federal Emergency Management Agency, Risk Map 2014-2019 - FY16 Standard Operations 2, Various Locations. Conducted the LSAE study for the 857-mile-long Mid-Tennessee Chickamauga Watershed. There were 155 streams and 509 basins were divided for hydrology modeling. The most updated LiDAR data was used for the model.

US Federal Emergency Management Agency, Risk Map 2014-2019 - FY17 Standard Operations 3, Various Locations. Reviewed Glades County, Florida FIRM panels for QC1. Labels and base flood elevations were fully reviewed. Feedback for further modification was placed on each map. Based flood elevations of nodes in alluvial fans and lakes from the engineering model were compared on each map.

US Federal Emergency Management Agency, RiskMAP 2009-2014 - FY10 Region 9 San Francisco Bay Area Coastal Study, San Francisco, California. Performed data entry for Santa Clara County LOMA study.

US Federal Emergency Management Agency, RiskMAP 2009-2014 - FY14 Region 4 Old Hickory Lake Watershed Discovery Services, Various Locations, Tennessee. Drafted a discovery meeting handbook and assisted with the discussion session during the meeting. Data was collected from flood insurance study reports, GIS specialists, and engineers and used for creating the handbook, including the current flood issues, current protection action, current flood hazard map, LOMCs and other content related to local floods. During the meeting's discussion session, that information was properly explained to the local community and comments were collected after the meeting.

Xue Jin, AICP, LEED Green Associate
Urban Designer

Education

Bachelor of Arts (BA), Urban Studies,
Bryn Mawr College, 2015

Master of Arts (MA), Urban Planning,
University of Pennsylvania, 2016

Registrations

AICP - Certified Planners - American
Institute of Certified
Planners/American Planning
Association, American Institute of
Certified Planners/American
Planning Association

LEED Green Associate

Years of Experience

With AECOM: 5

2015-Present

With Other Firms: 0

Xue Jin is urban designer and planner with an emphasis on urban design. She has been a planner and urban designer on various multi-disciplinary planning projects for public and private sectors, honing her skills in site analysis, data collection and interpretation, site planning, and graphic representation. Xue is familiar with software including Adobe Creative Cloud, AutoCAD, Rhino, SketchUp, ArcGIS, V-Ray, and others.

Experience

Easton Development Company LLC, Easton Place Design Guidelines, Folsom, California. Urban Designer who assisted in preparing design guidelines for Easton Place, an 183-acre fully-entitled ready-to-construct property on a portion of the former Aerojet campus, a rocket testing facility in Sacramento County. Easton Place is envisioned as an active, mixed-use, pedestrian- and transit-oriented village in the heart of the Easton Villages. Centered on the new Hazel Avenue light rail station on Folsom Boulevard, Easton Place provides a higher intensity mix of uses and a place for working, shopping, entertainment, and living. The

design guidelines were prepared in order to provide a clear summary for any manner of developers and/or builders to easily follow in making this vision a reality. [60566512]

City of Roseville, General Plan Update, Environmental Impact Report & Climate Action Plan, Roseville, California. Urban Designer. AECOM prepared the first comprehensive update to the City's General Plan since 1992. This update is to provide a strategic framework and CEQA streamlining for additional compact housing development along key mixed-use corridors, anticipating an increased regional housing needs assessment, but also recognizing the importance of a range of housing types to support economic development and fiscal sustainability. The update also addresses community resiliency and adaptation, pursuant to direction in SB 379, environmental justice, pursuant to SB 1000, and comprehensive policy development related to travel demand and VMT, pursuant to direction included in SB 743 and technical guidance from the Governor's Office of Planning and Research. We prepared a rigorous EIR with detailed land use assumptions that streamlines CEQA review for future development, including compact housing development. Our General Plan EIR is currently being used by the City to facilitate housing development under the ongoing update to the Housing Element.

Downtown Railyard Venture LLC, Sacramento Railyards Masterplan, Sacramento, California.

Planner involved in preparation of an update to the redevelopment plans for the Sacramento railyards, a high-visibility project located in the heart of downtown. The 244-acre site offers a unique opportunity to reinforce and expand the role of the Central City as Sacramento's regional center for business; and create a transit-oriented mixed-use district as an integral extension of the central business district, and as a key tourism destination with a multitude of public transit options, including the Capitol Corridor, regional transit, and future high speed rail station. [60339035]

San Manuel Band of Mission Indians PM/CM Services 2018-2021 - San Manuel Site Feasibility Study, Highland, California.

Urban Planner. AECOM is providing services for the preparation of a development yield and massing study for the San Manuel site in Highland, CA. The work will also involve transportation and engineering services. [60590257]

Los Angeles County - Chief Executive Office, General Hospital Study, Los Angeles, California.

Urban Planner providing planning services and conducting a feasibility study for a general hospital site. [60597574]

University of California – Merced, System Housing Advisory, Merced, California. Urban Planner. AECOM, as a subconsultant, provided advisory services.[60519709]

US NASA - Ames Research Center, Research Center Moffett Federal Airfield, Santa Clara County, California. Urban Planner. AECOM provided planning support and prepared a center master plan that will serve as the framework for the future development of the National Aeronautics and Space Administration's research park, a world-class research and development facility at Shenandoah Plaza at the historic Moffett Federal Airfield. [60444865, 60439751]

City of Pasadena, General Plan Implementation Program - Specific Plan Updates, Pasadena, California. Urban Designer. AECOM is providing services to create new zoning districts to correspond to each new land use designation identified in the land use diagram of the land use element; and update each of the specific plan's geographic boundaries, policies, development standards, zoning, and design guidelines to implement the general plan. [60563469]

City of South San Francisco, Transit Office/R&D Core - Concept Plan and Market Analysis, South San Francisco, California. Urban Planner. AECOM provided concept planning and performed a feasibility study for the Transit Office/R&D Core located in the East of 101 Area, as identified in the Downtown Station Area Specific Plan. Historically the East of 101 Area had been preserved for employment uses. The city, however, was considering rezoning portions of the East of 101 Area for mixed-use and residential development in order to provide transit-oriented housing options near employment centers. The results of AECOM's planning study formed the basis for regulatory updates (General Plan Amendment and rezoning) and associated environmental review to permit residential uses in the East of 101 Area. AECOM's scope of work included the preparation of an opportunities and constraints analysis document, the development of multiple planning concepts and yield studies, as well as a market analysis to test the feasibility of the planning concepts. [60532866]

Artha Capital, S. de R.L., San Luis Potosi Master Plan, San Luis Potosi, Distrito Federal, Mexico. AECOM created a concept master plan for Logistik III, the third phase of Logistik Industrial Park. The 1,090-ha site is located southeast of the city of San Luis Potosi in Mexico. Work included an economic study and project impact analysis, concept master planning and landscape design services, as well as integration of infrastructure concepts. Xue Jin worked closely with local consultants to develop a feasible plan that responded to local market conditions and regulations.

SBH Real Estate Group, LLC, North Natomas Sleep Train Arena Specific Plan, Sacramento, California. Urban Designer. AECOM is preparing the specific plan for redevelopment of the Sleep Train Arena site. Work includes Research & Analysis, Visioning Process, Preparation of Sleep Train Arena Specific Plan, Market Assessment, and Infrastructure Assessment & Financing Strategy. [60532999]

City of San Diego, City of San Diego Parks Master Plan, San Diego, California. Urban Designer. AECOM is providing landscape architectural services to expand park landscapes and designs as detailed in the master plan. Design included street lighting, and incorporation of plants that are well-adapted to particular sites and local conditions in order to comply with water efficient landscape regulations and maximize amounts of irrigation water used. [60557567]

Jan Sramek, Project Carnaby Community Master Plan, San Francisco, California. Urban Planner for Community Master plan prototype development. [60565867]

Yuba-Sutter Transit Authority, Yuba-Sutter Transit Corridor, Yuba and Sutter Counties, California. Urban Designer for transit corridor study. The Yuba-Sutter Transit Authority, operating as Yuba-Sutter Transit, serves as a key mobility service for the residents of Yuba and Sutter Counties. The organization provides commuter services to the Sacramento area, rural services to outlying communities, as well as local fixed route and demand-response services in the Yuba City / Marysville / Olivehurst / Linda area. [60537828]

Sacramento County Department of Transportation, Grant Writing, Sacramento County, California. Urban Planner assisting the County with on-call grant writing services for various projects. [60581709]

Wendy Copeland

Senior Environmental Planner/CEQA Specialist

Education

MS, Plant Pathology, University of Georgia

BS, Plant Science, University of Delaware

Years of Experience

With AECOM: 14

With Other Firms: 6

Training

Forest Plan Implementation, "Plan to Project," U.S. Forest Service, 2002

Affiliations

Society of Vertebrate Paleontology

Geological Society of America

Association of Environmental Professionals

Wendy Copeland is an environmental scientist with 21 years of experience writing environmental documents. Ms. Copeland has prepared a variety of environmental analyses for CEQA and NEPA documents including land use, population and housing, environmental justice, aesthetics (visual resources), geology and soils, paleontology, minerals, hazards and hazardous materials, hydrology and water quality, and recreation. She has worked on projects throughout the Sacramento and San Joaquin Valleys, San Francisco Bay Area, Lake Tahoe, and throughout the Sierra Nevada and Cascade Range. She has worked on both CEQA and NEPA projects for a wide variety of clients, ranging from private industry (residential/commercial developers and power companies) to government regulatory agencies—local (city/county planning and public works departments throughout northern California), State (California Department of Water Resources, California State Parks, California Department of Transportation, California Department of Fish and Wildlife, California Department of Corrections and Rehabilitation) and federal (U.S. Army Corps of Engineers, U.S. Bureau of Reclamation, and U.S. Forest Service).

Experience

City of Suisun City, General Plan, Development Code Update, and CEQA Analysis, Solano County, CA. Authored the geology and minerals, paleontological resources, hazards and hazardous materials, and hydrology and water quality general plan background reports for this update to the City of Suisun City General Plan. The integrated planning and environmental approach has provided substantial CEQA streamlining for follow-on projects that are consistent with the General Plan.

City of Suisun City, Downtown Waterfront Specific Plan, Suisun City, Solano County, CA. Prepared the Initial Study checklist and draft Findings of Fact under the exemptions opportunities that are afforded under Public Resources Code Section 21083.3. This provision of the CEQA statutes relates to environmental impacts that are "peculiar to a particular project or site" and are covered by adopted "uniformly applied development policies or standards" such as those contained in a general plan. The Downtown Waterfront Specific Plan was prepared to guide infill development and redevelopment of the historic downtown area of Suisun City, adjacent to Suisun Marsh.

City of Suisun City, Zephyr Estates Development Project IS/MND, Suisun City, CA. Authored the geology, hazards and hazardous materials, hydrology and water quality, and paleontological resources section of this IS/MND for a 55-lot residential development and 1.5 acres of commercial uses.

City of Fairfield, Northeast Fairfield Train Station Specific Plan EIR, Fairfield, CA. Authored the geology, minerals, and paleontological resources section of this EIR for a specific plan that would guide mixed-use development in a new growth area consisting of almost 3,000 acres in northeastern Fairfield, centered on the new Capitol Corridor train station (which opened in 2017) located at the southeast corner of Peabody Road and Vanden Road. The Train Station Specific Plan included policy language, land use and infrastructure plans, and implementation elements including zoning, design guidelines, and phasing plans specific to the station area, within the framework of a vision for development of a transit- and pedestrian-oriented district.

City of Roseville, 2035 General Plan Update EIR, Placer County, CA. Authored the aesthetics (visual resources), geology and soils, hazards and hazardous materials, hydrology and water quality, and paleontological resources section of this EIR evaluating the impacts of implementing the City's updated 2035 General Plan. The 2035 General Plan Update EIR uses detailed, parcel-level land use programming

for the basis of analysis, with a focus on vacant and underutilized properties that would be appropriate for development through 2035. The EIR includes a comprehensive analysis of land use changes anticipated under the 2035 General Plan Update, with additional detail in the analysis focused on these development opportunity sites. The General Plan update process was used to investigate policies and implementation programs that can serve as uniformly applied standards for streamlining of future infill development projects in the City based on the State CEQA Guidelines Section 15183.3.

City of Woodland Housing Element, 2035 General Plan Update, EIR, and Climate Action Plan, Woodland, CA. Authored the geology and soils, hazards and hazardous materials, hydrology and water quality, and paleontological resources sections of the general plan update EIR. AECOM, working with Dyett & Bhatia, comprehensively updated the City of Woodland's general plan to guide development and conservation through 2035. AECOM's work included preparation of the Housing Element through HCD's streamlined review process, as well as a climate action plan, and CEQA documentation for the general plan Update and climate action plan. AECOM provided full integration of the environmental review and planning process for Woodland to provide a self-mitigating general plan and maximize future streamlining and tiering potential for housing development that is consistent with the general plan and climate action plan.

Solano County, General Plan Update and EIR, Solano County, CA. Authored the geology, minerals, paleontological resources, and hydrology and water quality background reports to support the EIR prepared for this general plan update.

Town of Loomis, General Plan Update and EIR, Placer County, CA. Prepared an updated Public Health and Safety Technical Background Report addressing seismic and geologic hazards, flooding, wildland fires, climate change (as related to flooding and wildland fires), evacuation routes, and hazardous materials as required by recent amendments to the California Government Code. Assisting with updates to the Public Health and Safety Element of the General Plan. Preparing the aesthetics, geology and soils, hydrology and water quality, and hazards and hazardous materials sections of the EIR evaluating potential environmental impacts associated with the General Plan Update.

Washington Unified School District, Fallbrook/Westmore Oaks Modernization Project IS/MND, West Sacramento, CA. Authored the land use, population and housing, public services, recreation, aesthetics (visual resources), agriculture and forestry resources, geology and soils, hazards and hazardous materials, hydrology and water quality, mineral resources, paleontological resources, utilities and service systems, and wildfire sections of this IS/MND. The IS/MND was prepared based on the State CEQA Guidelines Section 15183.3, which provide a streamlined CEQA process for projects that qualify as infill development through the use of uniformly applicable development standards. The proposed project would modernize the buildings on the existing 9-acre school campus to serve K-8 students.

City of Sacramento, Yamanee Mixed-Use Project Sustainable Communities Environmental Assessment (SCEA), Sacramento, CA. Authored the geology, minerals, hydrology and water quality, and paleontological resources sections of this CEQA SCEA for redevelopment of approximately 0.5 acre in Midtown Sacramento with a new 12-story mixed-use building. The project qualified for streamlining provisions under Public Resources Code (PRC) Section 21155.

City of Sacramento, Sacramento Commons SCEA and EIR, Sacramento, CA. Authored the geology, hazards and hazardous materials, minerals, and paleontological resources sections and co-authored the hydrology and water quality section of the EIR for this residential mixed-use project on an approximately 10-acre infill site in downtown Sacramento. The project qualified for streamlining provisions under PRC Section 21155 as part of a regional plan to reduce VMT. The project included construction of new residential dwelling units, neighborhood-serving retail or support space, and live/work units located at street level, and a hotel.

City of Sacramento, 2025 L Street/2101 Capitol Avenue Mixed Use Project EIR, Sacramento, CA. Authored the geology, hazards and hazardous materials, and mineral resources section of the IS and the paleontological resources section of this urban infill project EIR that was tiered from the City of Sacramento General Plan under State CEQA Guidelines Section 15152, and also qualified for streamlining provisions under the State CEQA Guidelines Section 15183 (projects consistent with a community plan or zoning). The project included a 6-story building that would include a Whole Foods Market on the ground floor, an underground parking garage, and residential and commercial uses.

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