AGENDA

SPECIAL MEETING OF THE SUISUN CITY COUNCIL
TUESDAY, MARCH 29, 2022
5:30 P.M.

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

NOTICE
Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair 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 NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

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

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: 851 5255 5286
CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@suisun.com (PRIOR TO 4pm) 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

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.)
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.)

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

City Council
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).

2. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
   Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (one potential case). Two Workers Comp claims by Jose Martinez; case number not assigned yet.

3. PERSONNEL MATTERS
   Pursuant to California Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager

CONVENE OPEN SESSION
Announcement of Actions Taken, if any, in Closed Session.

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

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

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of March 29, 2022 was posted and available for review, in compliance with the Brown Act.
AGENDA

REGULAR MEETING OF THE
SUISOON CITY COUNCIL
SUISOON CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISOON CITY,
AND HOUSING AUTHORITY
TUESDAY, MARCH 29, 2022
6:30 P.M.

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

NOTICE
Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair 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 NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

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

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: 891 0359 7103
CALL IN PHONE NUMBER: (707) 438-1720

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

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

(Next Ord. No. – 791)
(Next City Council Res. No. 2022 – 42)
Next Suisun City Council Acting as Successor Agency Res. No. SA2022 - 01)
(Next Housing Authority Res. No. HA2022 – 01)
ROLL CALL
Council / Board Members
Pledge of Allegiance
Invocation

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

REPORTS: (Informational items only)
1. City Manager/Executive Director/Staff

PRESENTATION/APPOINTMENTS
(Presentations, Awards, Proclamations, Appointments).

Proclamations Not Presented
2. Proclamation Proclaiming the Month of March 2022 as Women’s History Month and Recognizing Suisun City Women Leaders - (Wilson: lwilson@suisun.com)

Mayoral Appointments of Council Boards, Commissions and Committees
3. Appointment to Ad hoc Committees – (Wilson: lwilson@suisun.com).

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

City Council
4. Council Consideration and possible action to adopt Resolution No. 2022-__: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City’s legislative bodies, as authorized by government code section 54953(e) et seq., through April 27, 2022 – (Folsom: gfolsom@suisun.com).

5. Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to Enter into a Contract on the City’s Behalf with Melton Design Group for the Design Plan and Project Coordination of Prosperity Garden Park in the amount of $121,750 and Authorizing the City Manager to Approve Change Orders up to 10% of the Original Contract Amount– (Lofthus: Klofthus@suisun.com).

6. Council Adoption of Resolution No. 2022-___: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) To Accept Funds from Kaiser Permanente’s Community Relations Sponsorship Program in the amount of $5,000– (Lofthus: Klofthus@suisun.com).

7. Council Adoption of Resolution No. 2022-___: Dissolving and Disbanding the Lighting & Landscaping District Community Advisory Committee – (Vue: NVue@suisun.com).

8. Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to Execute a Contract with HCI Systems, Inc. to Replace the Fire Sprinkler Main Lines for City Hall and Police Department in the Amount of $96,307.40 which includes up to 10% for Contingencies – (Vue: NVue@suisun.com).
Joint City Council / Suisun City Council Acting as Successor Agency / Housing Authority

9. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on February 15, 2022, March 1, 2022 and March 15, 2022 - (Skinner: askinner@suisun.com).

PUBLIC COMMENTS
(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the 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.)

PUBLIC HEARING
City Council

10. PUBLIC HEARING: Element 7 Commercial Cannabis Business Permit, Cannabis Business Zone, and Development Agreement - (Bermudez: jbermudez@suisun.com).
   b. Council Introduce and Waive Reading of Ordinance No. ___: An Ordinance of the City Council of the City of Suisun City, California Amending the Suisun City Zoning Map to Establish a Cannabis Business Zone for Assessor’s Parcel Number: 0037-160-100.
   c. Council Introduce and Waive Reading of Ordinance No. ___: An Ordinance of the City Council of the City of Suisun City, California Approving a Development Agreement with Element 7, Located at 300 Railroad Avenue.

GENERAL BUSINESS
City Council

11. Council Adoption of Resolution No. 2022-___: Accept the Community Based Transportation Plan survey findings, choose a microtransit option, and notify Rio Vista and Solano Transportation Authority if City decides to partner on microtransit and participate in their RFP – (Folsom: gfolsom@suisun.com).

REPORTS: (Informational items only)

12. Council Updates
   a. Council/Boardmembers
   b. Mayor

13. Non-Discussion Items

ADJOURNMENT

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

PLEASE NOTE:
1. The City Council/Agency/Authority hopes to conclude its public business by 10:00 P.M. Ordinarily, no new items will be taken up after the 10:00 P.M. cutoff and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
2. Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.
3. Agendas are posted at least 72 hours in advance of regular meetings at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including:
   • Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
   • Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA;
   • Joe Nelson Center, 611 Village Drive, Suisun City, CA;
   • Harbor Master Office, 800 Kellogg Street, Suisun City, CA.
I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of March 29, 2022 was posted and available for review, in compliance with the Brown Act.
Office of the Mayor
Suisun City, California

Proclamation

WHEREAS, Women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, Women have played and continue to play critical economic, cultural, and social role in every sphere of the life of our Nation by constituting a significant portion of the labor force working inside and outside of the home and have served our country courageously in the military; and

WHEREAS, Women have played a unique role throughout the history of our Nation by providing the majority of the volunteer labor force and were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, Women have served as early leaders in the forefront of every major progressive social change movement which created a more fair and just society for all; and

WHEREAS, Women have played a strategic role in the executive leadership of our City including City Manager Suzanne Bragdon (2005 to 2018), Councilwomen such as Claire McFall (1952 to 1958) the first woman elected to the Suisun City Council and the second woman elected to a Council in Solano County, Gertrude Lotz (1982 to 1990) the first woman to serve as President of the Suisun City Chamber of Commerce, Jane Day (1986 to Present) the longest serving elected official in Solano County serving in the same position, 36 years at present, Sharon Ventura (2000 to 2004) the third woman elected to the Council and on her first try edging out a 4-term incumbent, Lori Wilson (2012 to 2018) the first African American Woman elected to the Council and the first African American to appointed to serve as Vice Mayor, Wanda Williams (2016 to Present) the second African American Woman elected to the Council and the second to serve as Vice Mayor, and Alma Hernandez (2018 to Present) the first Latina elected to the Council and the first to serve as Vice Mayor, and Mayors such as Clare McFall (1958 to 1960) the first woman to serve as Mayor in Suisun City and Solano County (appointed by her fellow councilmembers), and Lori Wilson (2018 to Present) the second woman to serve as Mayor in Suisun City (first one elected by popular vote), the first African American elected as Mayor in Suisun City, and the first African American Woman elected as Mayor in Solano County; and

WHEREAS, in 2018, for the first time in Suisun City’s history, women held the majority, and in 2020 expanded the majority to 4 out of 5 seats; and

WHEREAS, women have also served in the appointed office of City Attorney and the elected offices of City Treasurer and City Clerk, all providing a vital role in the operation of our City, and we recognize the women serving on staff, and the service of women serving on our commissions, committees and other boards representing Suisun City; and

WHEREAS, despite these contributions, the role of women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history:

NOW, THEREFORE, I, Lori D. Wilson, Mayor of the City of Suisun City, hereby proclaim the month of March 2022 as

"Women’s History Month"

in the City of Suisun City and encourage residents to support the next generation of women leaders as they carry forward this distinguished legacy.

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

__________________________________________
Lori D. Wilson, Mayor

ATTEST:

________

DATE: March 29, 2022
AGENDA TRANSMITTAL

MEETING DATE: March 29, 2022

CITY AGENDA ITEM: Consideration and possible action to adopt Resolution No. 2022-__: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City’s legislative bodies, as authorized by government code section 54953(e) et seq., through April 27, 2022.

FISCAL IMPACT: None.

STRATEGIC PLAN: Provide Good Governance

BACKGROUND: A number of laws have changed since the beginning of the COVID pandemic related to the Brown Act as it relates to teleconferenced public meetings, both from Governor Newsom’s Executive Orders and recently from the enactment of Assembly Bill 361, which took effect October 1, 2021, allowing continued remote teleconference meetings without traditional Brown Act compliance, provided certain findings can be made related to the ongoing state of emergency and subject to adherence to certain new noticing and public participation requirements.

The City, as all public agencies in California, must now invoke and adhere to AB 361 and its modifications on certain elements of remote public meetings, or else revert to traditional Brown Act compliance. The major change associated with continuing remote meetings under AB 361 is that the public must now be allowed to make comments in real-time during the public comment period, either telephonically or electronically (such as by Zoom). No physical location for public comment need be provided.

The other major change is that all public agencies, if they want to continue to conduct public meetings remotely, must adopt a resolution every 30 days making the findings of necessity to do so and affirming the measures in place to allow remote public comments by the public.

On October 19, 2021 the City of Suisun City passed a resolution proclaiming that a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City’s the legislative bodies, as authorized by government code section 54953(e) et seq., for the initial period of October 19, 2021 through November 18, 2021.

STAFF REPORT: This is a recurring resolution, after 30 days following the initial invocation of AB 361, continued reliance on AB 361 for subsequent meetings requires the following:

1. Either the “state of emergency” must remain active, or state or local officials have imposed or recommended measures to promote social distancing; and

2. No later than 30 days after teleconferencing for the first time under AB 361 rules, and every 30 days thereafter, the legislative body, by majority vote, finds that it has reconsidered the circumstances of the state of emergency and at least one of the following circumstances exist:

PREPARED/APPROVED BY: Greg Folsom, City Manager
The state of emergency continues to impact the ability of the members to meet safely in person; or

State or local officials continue to impose recommended measures to promote social distancing.

Continued reliance on AB 361 will require adoption of a new resolution making the required findings every 30 days.

**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2022-____: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City’s the legislative bodies, as authorized by government code section 54953(e) et seq., through April 27, 2022.

**ATTACHMENTS:**

1. Resolution 2022-____ A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City’s the legislative bodies, as authorized by government code section 54953(e) et seq., through April 27, 2022.
RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE TRANSITION TO USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY CITY’S THE LEGISLATIVE BODIES, AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(E) ET SEQ., THROUGH APRIL 27, 2022

WHEREAS, the City Council of the City of Suisun City is committed to preserving and nurturing public access, transparency, observation and participation in its meetings and the meetings of each of its legislative bodies; and

WHEREAS, all meetings of the City’s legislative bodies are open and public, as required by the Ralph M. Brown Act, codified as Government Code sections 54950 et seq., so that any member of the public may attend, participate, and observe the City’s legislative bodies conduct their business; and

WHEREAS, the Brown Act, as amended by Assembly Bill 361 (2021), amending Government Code section 54953(e) et seq., allows for remote teleconferencing observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act, Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, as provided in Government Code section 8558; and

WHEREAS, on March 4, 2020, pursuant to Government Code Section 8625, Governor Newsom declared the existence of a state of emergency for the State of California, in response to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on March 16, 2020, the City’s Director of Emergency Services declared a local emergency for the City pursuant to Chapter 2.32 of the Suisun City Municipal Code, finding that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the COVID-19 virus and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 2020-40, ratifying the Director of Emergency Services’ declaration of local emergency; and

WHEREAS, Government Code section 54953(e) further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the City finds that meeting in person would present imminent risk to the health and safety of attendees; and
WHEREAS, the Council hereby finds that such emergency conditions now exist in the City, such that meeting in person for the meetings of the legislative bodies of the City would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance; and

WHEREAS, the Council hereby finds that the state of emergency due to the COVID-19 virus and the conditions related thereto has caused, and will continue to cause, conditions of extreme peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and thereby affirms, authorizes, and proclaims that the existence of a local emergency persists throughout the City, and ratifies the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, the Council hereby finds that, as a consequence of the existing local emergency, the legislative bodies of the City shall conduct their meetings without compliance with Government Code section 54953(b)(3), and shall instead comply with the remote teleconference meeting requirements as authorized by Government Code section 54953(e) et seq.; and

WHEREAS, the Council affirms that it will allow for observation and participation by Councilmembers and the public by allowing limited in-person attendance, as well as allowing public participation and comment in real time via Zoom or by telephone, in an effort to protect the constitutional and statutory rights of all attendees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

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

Section 2. The Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor, the existence of emergency conditions in the City, and affirms, authorizes, and proclaims that the existence of a local emergency persists throughout the City.

Section 3. The Council hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Further, the Council finds that holding the meetings of the City’s legislative bodies in person with no limitations to attendance would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance, as required by Government Code section 54953(e) et seq.

Section 5. The City Manager and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) April 27, 2022, or (ii) such time the Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on March 29, 2022, 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 29th day of March 2022.

________________________________________________________________________
Anita Skinner
City Clerk
AGENDA TRANSMITTAL

MEETING DATE: March 29, 2022

CITY AGENDA ITEM: Adoption of Council Resolution No. 2022-__: Authorizing the City Manager to Enter into a Contract on the City’s Behalf with Melton Design Group for the Design Plan and Project Coordination of Prosperity Garden Park in the amount of $121,750 and Authorizing the City Manager to Approve Change Orders up to 10% of the Original Contract Amount.

FISCAL IMPACT: The Prosperity Park Design and Project Coordination (Project) will have no fiscal impact to the General Fund. The project will be funded through the City’s Park Development Fund. The low bid was $121,750 by Melton Design Group.

STRATEGIC PLAN IMPACT: Provide Good Governance.

BACKGROUND: The former Suisun City Community Garden ceased to exist in 2016. The garden was located at the corner of Lotz Way and Civic Center Drive. In September 2021, City Council dedicated $300,000 of American Rescue Plan Act Funds to fund the community garden. At the October 5, 2021, City Council meeting, Prosperity Garden Park was discussed at length and ultimately staff was directed to move forward with the project.

Prosperity Garden Park will be located on a City owned property that sits adjacent to the McCoy Creek Bike Trail Phase 3, which will connect this area to the city by walking or riding a bicycle. The 1.73-acre lot is located off of Blossom Avenue. The initial intent of the lot was for it to become a street named Prosperity Lane, hence the name of the garden being Prosperity Garden Park.

STAFF REPORT: The requirements for the selected firm are:

Requirement I: Project Coordination & Community Engagement
1. Initiate Design Process, based on initial design concept which will be shared after RFP award.
2. Develop and prioritize the key elements of the community garden.
3. Meet with RPM Department to discuss expectations, design needs, and scope of work of community garden project.
   a. Conduct kick-off meeting with RPM Management staff and RPMA Commission members to gain a complete understanding of the project.
4. Hosting stakeholder and/or community meetings
   a. At least three (in-person and/or virtual) public meetings – targeting residents, local gardening groups, and farmer’s market groups. One of these meetings will be held specifically for the residents that live on Camellia Lane, Hibiscus Lane, Silk Oak Drive, and Silk Oak Court in the Blossom Meadows development.

PREPARED BY: Marvin Mora, Recreation Supervisor
REVIEWED BY: Kris Lofthus, Recreation, Parks, & Marina Director
APPROVED BY: Greg Folsom, City Manager
b. Public outreach results, analysis, and develop an implementation plan based on public feedback

5. Coordination with Suisun City Public Works Department

Requirement II: **Site Analysis**
1. Site visit to verify utilities, elements to be added/removed, conduct soil analysis, study grades of site, etc.
2. Conduct site topographic survey
   a. Identify features such as manholes, valves, sidewalks, utility poles, water meters, curb lines, etc.
   b. Create comprehensive topographic map of site from survey

Requirement III: **Development of Community Garden Master Plan**
1. Create a themed design of the Prosperity Park Community Garden
   a. Develop complete renderings, including photo boards, 3D sketches, garden layouts, etc. to give a full understanding of the design.
   b. Develop a comprehensive cost estimate, including all materials.
   c. Provide cost analysis to aid the RPM Department in decision making.
2. Presentation of Master Plan to relevant groups
   a. Inclusion of Master Plan at community meeting(s) for discussion.
   b. At RPMA Commission and/or City Council meetings to gain City approval.

Requirement IV: **Plans, Specifications, and Estimate (PS&E)**
Prepare and complete PS&E documents, which includes design improvement plans, technical specifications, and engineer’s plans. Prepare a base map showing existing information to facilitate the design of all the necessary improvements. The base map limits shall be sufficient to cover all necessary improvements within the project area.

**Design Process - Intermediate Reviews**
Improvement plans at 1” = 20’ scale for paving improvements, grading and drainage, erosion control and/or planting and any other plans shall be submitted for review to the City at the 75%, 90% and 100% design stage. City will provide and prepare the front-end specifications that the Consultant is to incorporate with the technical specifications (and attachments) that Consultant is to prepare. The Consultant is to provide electronic copies and two (2) sets of hard copies of plans, specifications, and engineer’s estimates (PS&E). Plans shall be 22”x34” at each design stage for review and comments. This plan size can be printed to scale at 11”x17”. With each stage, the review comments from the previous stage shall be itemized and a written response to each shall be prepared in a comment matrix. The original red-line comments from the reviewing agency shall be returned with the succeeding submittal.

**Final PS&E (100% Complete)**
The Consultant is to provide the necessary final PS&E documents in a bid-ready form. Final submittal shall include: one complete bond plan set (22”x34”), one mylar sheet (22”x34”) of title or cover sheet, final cost estimate (stamped, in excel and pdf format) and final specifications (in word and pdf format) and shall be delivered to the City, along with a USB thumb drive of all electronic files including AutoCAD drawing files. A reproducible set of the final construction
documents are to be submitted along with electronic files for all work products. Construction
drawings shall be in .pdf and AutoCAD formats. Technical specifications shall be in .pdf and in
MS Word formats. The estimate shall be in .pdf and in MS Excel formats. All work products
shall become the property of the City of Suisun City.

The RFP for the project was posted on January 20, 2022. Bids were opened on February 25, 2022,
at 1:00 PM, and six (6) bids were received for the Project. Each were scored based on
qualifications and experience, qualifications, and experience of key personnel, demonstrated
success, perceived ability to perform the work in a timely and cost-effective manner, understanding
of the project, and responsiveness and overall quality of the proposal. The average score and costs
are as follows:

<table>
<thead>
<tr>
<th>FIRM</th>
<th>SCORE (MAX 100)</th>
<th>BASE COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Integra Planning and Landscape Architects Inc.</td>
<td>100</td>
<td>$313,678</td>
</tr>
<tr>
<td>Schmidt Design Group</td>
<td>100</td>
<td>$246,943</td>
</tr>
<tr>
<td>RHAA</td>
<td>100</td>
<td>$233,284</td>
</tr>
<tr>
<td>Gates &amp; Associates</td>
<td>100</td>
<td>$134,555</td>
</tr>
<tr>
<td>GSM Landscape Architects Inc.</td>
<td>83</td>
<td>$122,055</td>
</tr>
<tr>
<td>Melton Design Group</td>
<td>100</td>
<td>$121,750</td>
</tr>
</tbody>
</table>

Given the current balance of $672,943 (as of 3/1/22) in the City’s Park Development Fund, and
anticipated revenues of an estimated $3.5 million into the fund due to incoming housing projects in
the next 12-36 months, there are sufficient monies available.

The City’s Recreation, Parks, Marina, and Arts Commission unanimously recommended awarding
the Project contract to Melton Design Group at its March 16, 2022, meeting.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2022-
___: Authorizing the City Manager to Enter into a Contract on the City’s Behalf with Melton
Design Group for the Design Plan and Project Coordination of Prosperity Garden Park in the
amount of $121,750 and Authorizing the City Manager to Approve Change Orders up to 10% of
the Original Contract Amount.

ATTACHMENTS:

1. Resolution No. 2022-___: Authorizing the City Manager to Enter into a Contract on the
City’s Behalf with Melton Design Group for the Design Plan and Project Coordination of
Prosperity Garden Park in the amount of $121,750 and Authorizing the City Manager to
Approve Change Orders up to 10% of the Original Contract Amount.
RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT ON THE
CITY’S BEHALF WITH MELTON DESIGN GROUP FOR THE DESIGN PLAN AND
PROJECT COORDINATION OF PROSPERITY GARDEN PARK IN THE AMOUNT
OF $121,750 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE
ORDERS UP TO 10% OF THE ORIGINAL CONTRACT AMOUNT

WHEREAS, the former Suisun City Community Garden ceased to exist in 2016; and
WHEREAS, Suisun City Council dedicated $300,000 of American Rescue Plan Act
Funds to fund the Prosperity Garden Park; and
WHEREAS, at the October 5, 2021 City Council Meeting, staff was directed to move
forward with the Prosperity Garden Park project; and
WHEREAS, the RFP for the Project was posted on January 20, 2022, closed on
February 25, 2022, and six bids were received; and
WHEREAS, Melton Design Group provided the lowest responsive bid of $121,750; and
WHEREAS, the Recreation, Parks, Marina, and Arts Commission recommended
awarding the Project contract to Melton Design Group at its March 16, 2022 meeting; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun
City authorizes the City Manager to Enter into a Contract on the City’s Behalf with Melton
Design Group for the Design Plan and Project Coordination of Prosperity Garden Park in the
amount of $121,750 and Authorizing the City Manager to Approve Change Orders up to 10%
of the Original Contract Amount.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of
Suisun City duly held on Tuesday, the 29th day of March 2022, by the following vote:

AYES: Councilmembers: ______________________________
NOES: Councilmembers: ______________________________
ABSENT: Councilmembers: ______________________________
ABSTAIN: Councilmembers: ______________________________

WITNESS my hand and the seal of said City this 29th day of March 2022.

Anita Skinner
City Clerk
AGENDA TRANSMITTAL

MEETING DATE: March 29, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022-___: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) To Accept Funds from Kaiser Permanente’s Community Relations Sponsorship Program in the amount of $5,000.

FISCAL IMPACT: Sponsorship award of $5,000.

BACKGROUND: Kaiser Permanente’s Community Relations Sponsorship Program supports a range of activities that enrich the health of local communities. More specifically, the funding gives preference to activities that increase access to care and coverage, increase economic opportunities, promote mental health and wellness, and/or highlight community and family safety. Kaiser Permanente awards between $1,500 to $15,000 for special events, forums, and health initiatives that fit those criteria.

The Recreation, Parks, and Marina (RPM) Department submitted an application in January 2022 for the 2022 Kaiser Permanente Community Relations Sponsorship Program.

STAFF REPORT: In March 2022, the Recreation, Parks, and Marina Department was notified that their application was approved for a $5,000 sponsorship.

The application was centered around creating a ‘Special Event Series’ for the senior community. The sponsorship would fund monthly large scale special events for the senior community at the Joseph Nelson Center, including a paint night, a dinner dance series, trivia night, and health fair. The events are free of charge and will provide much needed socialization opportunities that will give the Suisun City senior population something to look forward to. In the events proposed, there are aspects of socialization, community building, access of care, potential behavioral support, and economic security education.

STAFF RECOMMENDATION: Authorize the Director of Recreation, Parks, and Marina Department (RPM) To Accept Funds from Kaiser Permanente’s Community Relations Sponsorship Program in the amount of $5,000.

ATTACHMENTS:

1. Resolution No. 2022-___: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) To Accept Funds from Kaiser Permanente’s Community Relations Sponsorship Program in the amount of $5,000.
RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE DIRECTOR OF RECREATION, PARKS, AND MARINA
DEPARTMENT (RPM) TO ACCEPT FUNDS FROM KAISER PERMANENTE’S
COMMUNITY RELATIONS SPONSORSHIP PROGRAM IN THE
AMOUNT OF $5,000

WHEREAS, Kaiser Permanente supports activities that enrich the health of local
communities; and

WHEREAS, Kaiser Permanente’s Community Relations Sponsorship Program awards
sponsorships between $1,500 to $15,000 to activities that increase access to care and coverage,
increases economic opportunities, promote mental health and wellness, and/or highlight
community and family safety; and

WHEREAS, the RPM Department submitted an application centered around a Special
Event Series for the Suisun City senior community; and

WHEREAS, Kaiser Permanente approved a $5,000 sponsorship for the RPM
Department’s application; and

WHEREAS, the special event series will be free of charge and provide much needed
socialization, community building, behavioral support, and education for the senior community;
and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun
City authorizes the Director of Recreation, Parks, and Marina Department (RPM) To Accept
Funds from Kaiser Permanente’s Community Relations Sponsorship Program.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of
Suisun City duly held on Tuesday, the 29th day of March 2022, by the following vote:

AYES: Councilmembers: ____________________________________________

NOES: Councilmembers: ____________________________________________

ABSENT: Councilmembers: __________________________________________

ABSTAIN: Councilmembers: _________________________________________

WITNESS my hand and the seal of said City this 29th day of March 2022.

__________________________________________________________
Anita Skinner
City Clerk
AGENDA TRANSMITTAL

MEETING DATE: March 29, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022-___: Dissolving and Disbanding the Lighting & Landscaping District Community Advisory Committee.

FISCAL IMPACT: There is fiscal impact to the General Fund from this item.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: On February 19, 2019, the City Council endorsed the creation of the Public Safety, Environment, and Climate Committee and a Lighting & Landscaping District Citizen’s Advisory Committee.

STAFF REPORT: The Lighting & Landscaping District Community Advisory Committee (Committee) was initially created on February 19, 2019. Amendments/updates to the Committee, which included updates/amendments to other existing Committees, occurred on September 17, 2019 (Resolution 2019-99), January 14, 2020 (2020-01), and on December 8, 2020 (2020-148). The Committee’s focus was to review the annual Engineer’s Report for the Districts and to be a sounding board for issues such as levels of service with the landscape contractor and cost recovery for the Districts.

Since the Committee creation, the maintenance of all District landscaping has been brought in-house as of January 2022 which means all landscape maintenance is now scheduled and managed by the Public Works Maintenance Division. This has resulted in the Committee’s main purpose becoming obsolete as City Committees do not direct City staff in their duties. Additionally, supporting factors for dissolution are that the content of the Annual Engineer’s Report (Report) does not change significantly from year to year with only the annual assessment amounts being updated in the Report and the timing of the release of the annual Report has such a short window which does not always allow for adequate Committee review of the annual Engineer’s Report before it goes to Council for approval.

The Staff recommendation is to dissolve the Landscaping & Lighting District Community Advisory Committee.

RECOMMENDATION: Council Adoption of Resolution No. 2022-___: Dissolving and Disbanding the Lighting & Landscaping District Community Advisory Committee.

ATTACHMENTS:


PREPARED BY: Amanda Dum, Management Analyst
REVIEWED BY: Nouae Vue, Public Works Director
APPROVED BY: Greg Folsom, City Manager
RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
DISSOLVING AND DISBANDING THE LIGHTING & LANDSCAPING DISTRICTS
COMMUNITY ADVISORY COMMITTEE

WHEREAS, the Lighting & Landscaping Districts (LLDs) Community Advisory
Committee was established on February 19, 2019, pursuant to City Council Resolution No.
2019-09; and

WHEREAS, The LLDs Community Advisory Committee was established to review
the annual Engineer’s Report and provide input on cost recovery within the various LLDs; and

WHEREAS, the City Council desires to dissolve and disband the LLDs Community
Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun
City that the Lighting & Landscaping District Community Advisory Committee is hereby
dissolved and disbanded.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun
City duly held on Tuesday, the 29th day of March 2022, 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 29th day of March 2022.

______________________________________________________________
Donna Pock, CMC
Deputy City Clerk
THIS PAGE INTENTIONALLY LEFT BLANK
AGENDA TRANSMITTAL

MEETING DATE: March 29, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to Execute a Contract with HCI Systems, Inc. to Replace the Fire Sprinkler Main Lines for City Hall and Police Department in the Amount of $96,307.40 which includes up to 10% for Contingencies.

FISCAL IMPACT: Replacement of the fire sprinkler main lines for the City Hall and Police Department is a public safety issue not anticipated or budgeted for Fiscal Year 2021-2022. The repair is $87,634 and 10% contingency is $8,763.40 for a not to exceed amount of $96,307.40. There is enough money in Fund 320-6510 to cover this emergency repair.

STRATEGIC PLAN: Ensure Public Safety.

BACKGROUND: The two fire sprinkler lines serving City Hall and the Police Department are over 30 years old and are at the end of their useful life. Over the years, both pipes have developed several pinhole leaks. Temporary repairs were completed by placing “saddles” over the leaks. It is now necessary to make full repairs which will include replacing the main line pipes.

STAFF REPORT: A leak was recently discovered in one of the sprinkler lines. The leak occurred following the annual sprinkler test. The leak is located at a joint where installing a “saddle” over the leak in not possible. The City’s on-call contractor, HCI Systems, Inc., and the Fire Marshal both inspected the failure and recommended that the pipes be replaced instead of doing a leak repair. Additionally, due to the age of the pipes, the repair process of only repairing the leak may create more failures. This will likely create a cycle of leaks and repairs that would weaken the pipes further.

The City has an on-call contractor, HCI Systems, Inc., that performs inspections and repairs on the City’s fire suppression (sprinkler) system. The on-call contract was bid and awarded in 2019. Thus, HCI Systems, Inc. is the on-call contractor who the City works with to make these types of emergency repairs.

This will be an emergency repair based on potential failure of the fire sprinkler system which presents direct safety impacts for the City staff in both buildings served by the existing fire sprinkler system. It was decided that this was an emergency repair due to the safety issues for the public and City employees as outlined in Administrative Directive 5, Section XI Emergency Purchases which states, “In the case of an emergency as defined below, purchases may be made without following the regular or open purchase procedures. An emergency is defined as a situation where the life, health, safety, or convenience of citizens are involved, and where it is impossible or impractical to follow regular purchase order procedures.”

RECOMMENDATION: Approve Council Adoption of Resolution 2022-___: Authorizing the City Manager to Execute a Contract with HCI Systems, Inc. to Replace the Fire Sprinkler Main Lines for
City Hall and Police Department in the Amount of $96,307.40 which includes up to 10% for Contingencies

ATTACHMENTS:

1. Resolution 2022 - ___: Authorizing the City Manager to Execute a Contract with HCI Systems, Inc. to Replace the Fire Sprinkler Main Lines for City Hall and Police Department in the Amount of $96,307.40 which includes up to 10% for Contingencies.

2. Scope of Work Proposal from HCI Systems, Inc.
RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH HCI
SYSTEMS, INC. TO REPLACE THE FIRE SPRINKLER MAIN LINES FOR CITY
HALL AND POLICE DEPARTMENT AND INCLUDING UP TO 10% FOR
CONTINGENCIES

WHEREAS, the fire suppression (sprinkler) main line pipes for City Hall and Police Department buildings need replacement; and

WHEREAS, to date several temporary repairs were made to previous leaks in the sprinkler system but with the recent annual system test additional leaks were identified; and

WHEREAS, The on-call contractor and Fire Marshall are both in agreement that replacing both sprinklers lines is the best interest of City employees and the sprinkler system and that this repair is considered an emergency repair; and

WHEREAS, the per the California State Fire Code, Chapter 9, Section 901.7, and the Suisun City Municipal Code Section 15.04.030 requires the City Hall and Police Department to have a functioning fire suppression system; and

WHEREAS, the deficiency requires emergency repair for the health and safety of the public and City employees in the buildings; and

WHEREAS, in Administrative Directive 5, Section XI Emergency Purchases which states, “In the case of an emergency as defined below, purchases may be made without following the regular or open purchase procedures. An emergency is defined as a situation where the life, health, safety, or convenience of citizens are involved, and where it is impossible or impractical to follow regular purchase order procedures”; and

WHEREAS, the City received a proposal with a scope of work and cost estimate of $87,634.00 from the City’s on-call contracted contractor, HCI Systems Inc., to repair the fire suppression main line pipes; and

WHEREAS, the City has determined that HCI Systems, Inc., as our on-call emergency contractor, is familiar with our system and was the best contractor to do the replacement; and

WHEREAS, funds are available in the Fiscal 2021-22 budget to make this emergency replacement for this project; and

WHEREAS, the standard 10% contingency has been recommended for unforeseen repairs; and

WHEREAS, the City Council declares that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property because of the emergency situation as described herein; and

WHEREAS, the City Council finds that there is substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby approve the replacement of Fire Sprinkler Main Lines for City Hall and Police Department buildings and authorizes the City Manager to execute an agreement with HCI Systems, Inc. in the amount of $96,397.40 which includes the base contract amount of $87,634 and 10% contingency ($8,763.40) for unforeseen issues.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 29th day of March 2022, by the following vote:

AYES: Councilmembers: ____________________________
NOES: Councilmembers: ____________________________
ABSENT: Councilmembers: ____________________________
ABSTAIN: Councilmembers: ____________________________

WITNESS my hand and the seal of the City of Suisun City this 29th day of March 2022.

__________________________
Anita Skinner
City Clerk
Project: Fire Sprinkler Pipe Replacement
701 Civic Center Blvd
Suisun City, CA 94585

CUSTOMER
Suisun Police Department
Gemma Geluz

March 18, 2022

Mark Syres
msyres@hcisystems.net
Direct: 530-409-8302
Office: 916-419-6900
SCOPE OF WORK

Shut down fire sprinkler riser for the Police Dpt call center
Replace all 4” and 3” supply mains currently installed with new sched 10 dyna flow piping by cutting into small manageable sections allowing us to remove it from the existing 2x4 tiles then reinstall in the same manner.

CLARIFICATIONS

All payments to be progress of net 30 days.
All material to be UL / FM listed and approved
Labor to be prevailing wage and hours of 7am to 4pm M-F

This project to include mains only. The branchlines and drops to remain.
The scope of work is the Police Dept only (not city hall).

INCLUSIONS

Applicable taxes and freight.
This proposal is valid for (30) days from the date of this proposal. HCI reserves the right to use subcontractors to perform this scope of work.

EXCLUSIONS

No work shall commence until Customer signs this proposal indicating acceptance of terms.
Any and all Demo work unless specifically listed above.
Any and all Painting, patching, access hatches, fire or sound caulking, fire stopping unless specifically listed below.
Scaffolding and Podium type ladders. Access to any pipe, sprinkler head, raceway, conduit, junction box or device that cannot be safely reached from a 12 foot ladder shall be furnished by others. This includes throughout installation, testing and the contract warranty period.
120VAC power, fire-rated backboards, trenching, backfill, outdoor or underground raceway, fire caulking, penetrations through rated-structure, X-ray or sonar of slabs or coring. Electrical wiring, alarm or detection work.
Any and all BIM Modeling (backgrounds must be provided in AutoCAD or DXF format for shop drawings)
Any and all asbestos containment and/or abatement.
Any and all Seismic calculations. Seismic mounting details will be shown on shop drawings as required.
Any and all painting of pipe, fittings and protection of heads for painting
Any and all Structural engineer, IOR or FM Global approvals or calculations.

Any and all cutting and/or threading of pipe outside of work area or floor. Working/set-up outside the work area. The requirement to set-up outside or in loading dock will result in extra cost.

Any and all Fire pump or booster pump work.

Any and all installation, fees or design of new underground fire water service.

Any and all shut down fee(s)

Any and all adjustment to current upright protection (if any). If additional/relocation of uprights is required, extra cost will apply.

Any and all relocation of branch lines due to lack of defined prints/jobwalk.

Any and all repairs, corrections, defect, leaks or adjustments to any fire sprinkler components outside the SOW area.

Any and all damages or injuries that occur at the customer site when HCI is not actually present on the customers premises/work site.

Any and all Fire hose or fire extinguisher equipment.

Any and all City water Calculations. Engineer’s Professional Fire Protection, Structural, Seismic reviews or fees, if any.


TOTAL PROPOSED COST:  $ 87,634.00

General Conditions and Clarifications

Invoicing will be submitted on a monthly basis based on percent of work completed. Payments are due within 30 days after submission of an invoice. Overdue payments shall bear interest at the rate of 1.5% per month from the date on which payment is due until paid.

If any arbitration or action at law or equity shall be brought on account of this Agreement or to enforce or interpret any of its provisions, the prevailing party shall be entitled to recover from the other party its actual attorneys' fees, which shall be made a part of any award or judgment rendered.

This proposal is based on the published project schedule at bid time. Any changes or delays to the project schedule not within HCI’s control will be subject to additional charges.

If applicable, in order to proceed with design, HCI must have a hard copy of all relevant current contract drawings and specifications. CAD files for contract drawings are not acceptable.

If applicable, HCI shall make every reasonable attempt to obtain a timely plan check. However, HCI is in no way responsible for any delays whatsoever due to plan check officials or procedures.

The liability for any work requested by Customer to be performed, prior to HCI obtaining plan check approval, shall be the sole responsibility of Customer/company requesting said work. Such requests must be made in writing.

This proposal includes electronic copies in PDF of submittals and drawings only, unless otherwise specified in specifications. If Customer requires hardcopy of drawings it shall be subject to additional cost.

Any changes to the project beyond the bid documents for any reason whatsoever outside of HCI’s control, whether caused by Owner revisions or construction modifications, are subject to Change Order.

Page 3 of 4

29
If applicable, HCI requires a reasonable amount of time to pretest the entire system including interface with other trades. Failure of other trades to complete their work in a timely manner which causes HCI to incur additional expenses to meet the construction schedule will be subject to additional charges.

If applicable, all work (installation, testing and inspections) shall be scheduled during regular business hours only. Any work or inspections scheduled outside regular business hours will be subject to additional charges.

If applicable, HCI will be responsible for scheduling system related inspections. System inspections scheduled by others, resulting in additional cost to HCI, shall be subject to additional charges.

HCI shall have the right to terminate this Agreement for any reason, with or without cause, and at any time upon providing a 30-days written notice to Customer. In such event, HCI shall provide a credit to Customer for work not performed and such credit shall be the sole and exclusive remedy to Customer.

By issuing a contract to HCI to perform the work proposed herein, Customer hereby agrees that this proposal and all items contained within is made part of and incorporated in said contract issued for the performance of this work.

This proposal is based on HCI’s standard insurance coverage. Any requests for additional coverage beyond HCI’s standard limits shall be subject to additional charges unless specifically included above. Copies of HCI’s standard insurance coverage are available upon request.

A bond is not provided for this project. If a bond is required by the Customer, it shall be requested by Customer in writing prior to the issuance of a contract. The additional cost of said bond shall be added to the price quoted herein. HCI’s current Bond Rate is 1.1%.

HCI will not accept any deduction or back charge without a valid reasonable written notice to HCI. HCI must provide written acceptance to the back charge or deduction.

If Customer requires special wording for Waiver Of Subrogation Certificate, Customer shall request in writing such Certificate from HCI and Customer agrees to add and pay $300 to the proposed cost herein.

HCI will not be bound to any labor agreements unless HCI independently executes such agreements.

The person executing this Agreement on behalf of Customer represents and warrants that they are authorized to do so by Customer to bind Customer to all terms herein. As a further inducement to HCI to enter into this Agreement, the person executing this Agreement agrees to guarantee the performance of Customer herein and to be personally liable for any payments not made by Customer.

The Parties acknowledge that this Agreement is the result of good faith negotiations between the Parties through their respective counsel. Any statute or rule of construction that any ambiguity is to be resolved against the Party that caused such an ambiguity shall not be employed in the interpretation or enforcement of this Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. In addition, the Parties agree that facsimile and/or electronic signatures shall be acceptable to evidence the Parties’ assent to this Agreement and are deemed equivalent to original “wet ink” signatures for all purposes under this Agreement.

Company: Suisun Police Department

Signature: 

Printed Name: 

Title: 

Date: 

Respectfully Submitted By: 

Mark Syres
MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL
TUESDAY, FEBRUARY 15, 2022
5:30 P.M.

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

NOTICE
Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH REQUIRES MASKING FOR ALL INDOOR PUBLIC SETTINGS. 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: 896 2644 0732
CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@SUISUN.COM (PRIOR TO 4pm) 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
Mayor Wilson called the meeting to order at 5:34pm with the following Council Members present:
PRESENT: Hernandez, Hudson, Wilson
ABSENT: Day, Wilson (arrived at 5:35pm)

CONFLICT OF INTEREST NOTIFICATION None
(Any items on this agenda that might be a conflict of interest to any Councilmembers/Boardmembers should be identified at this time.)
PUBLIC COMMENT  None
(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

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

1. PERSONNEL MATTERS
   Pursuant to California Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager

2. Conference with Legal Counsel - Significant Exposure to Litigation (1 potential case)
   Pursuant to Government Code Section 54956.9(d)(2)

Mayor Wilson announced that Item #2 would be discussed first.
Council entered into closed session at 5:36pm.

CONVENE OPEN SESSION
Council convened open session at 7:18pm and continued the closed session following the regular meeting of the City Council.

ADJOURNMENT
Council reconvened closed session at 10:37pm. Council reconvened open meeting at 11:03pm.
There were no announcements.
There being no further business the meeting was adjourned at 11:03pm.

_____________________________
Anita Skinner, City Clerk
AGENDA

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, FEBRUARY 15, 2022
6:30 P.M.

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

NOTICE
Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH REQUIRES MASKING FOR ALL INDOOR PUBLIC SETTINGS. 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: 841 8879 3577
CALL IN PHONE NUMBER: (707) 438-1720

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

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

(Next Ord. No. – 791)
(Next City Council Res. No. 2022 – 14)
Next Suisun City Council Acting as Successor Agency Res. No. SA2022 - 01)
(Next Housing Authority Res. No. HA2022 – 01)
ROLL CALL
Council / Board Members
Pledge of Allegiance
Invocation

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

REPORTS:  (Informational items only)
1.  City Manager/Executive Director/Staff

PRESENTATION/APPOINTMENTS
(Presentations, Awards, Proclamations, Appointments).
City Council
2.  Mayoral Appointments – (Wilson: lwilson@suisun.com).
   a.  Appointment of Suisun City Mayor Pro Tem

CONSENT CALENDAR
Consent calendar items requiring little or no discussion may be acted upon with one motion.
City Council
3.  Council Consideration and possible action to adopt Resolution No. 2022-__:  A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City’s legislative bodies, as authorized by government code section 54953(e) et seq., through March 16, 2022 – (Folsom: gfolsom@suisun.com).
4.  Council Adoption of Resolution No. 2022-____:  Authorizing the Recreation, Parks, and Marina (RPM) Department Director to Apply for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018- Rural Recreation and Tourism (RRT) Program Grant Funds – (Loftus: klofthus@suisun.com).
5.  Council Adoption of Resolution No. 2022-__:  Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with Consolidated Engineering, Inc. for the Suisun Marina Dock Box Replacement Project and Authorize up to $34,786.00 for Contingencies and Staff Time in Administering the Construction Contract and Performing Construction Inspections – (Loftus: klofthus@suisun.com).
6.  Council Adoption of Resolution No. 2022-__:  Authorizing the City Manager to sign an agreement with Medic Ambulance Service, Inc., for billing services for the City of Suisun City First Responder Fee – (Renucci: grenucci@suisun.com).
7.  Council Adoption of Resolution No. 2022-__:  Authorizing the City Manager to Execute a Purchase Agreement with Golden State Fire Apparatus for a Skeeter Brush Truck LLC Type 5 Wildland Engine and Authorizing the City Manager to Approve the Cost for Upfitting of the Type 5 in an Amount up to $120,000 – (Renucci: grenucci@suisun.com).
8.  Council Adoption of Resolution No. 2022-__:  Adopting a List of Projects for Fiscal Year 2022-23 Funded by SB 1: The Road Repair and Accountability Act of 2017 – (Vue: nvue@suisun.com).
9. Council Adoption of Resolution No. 2022-___: Establishing a List of Qualified Environmental Consultants for Development Projects and Capital Improvement Projects – (Bermudez: jbermudez@suisun.com).

10. Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to Execute the Contract with Tyler Technologies for the Purchase and Implementation of Tyler Technologies system Software as a Service (SaaS) – (Deol: ideol@suisun.com).

11. Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to purchase two StarWind SANs (Storage Area Network) Information Technology Servers: one for the Police Department and one for City Hall – (Deol: ideol@suisun.com).

12. Council Adoption of Resolution No. 2022-____: Amending the Council Norms and Procedures Manual – (Folsom: gfolsoam@suisun.com).

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

13. Council/Agency/Authority Accept the Investment Report for the Quarter Ending December 31, 2021 – (Deol: ideol@suisun.com).

14. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on February 1, 2022 - (Skinner: askinner@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency


PUBLIC COMMENTS
(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the 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.)

PUBLIC HEARING

City Council

16. HEARING
Council Adoption of Resolution No. 2022-___: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California – (Deol: ideol@suisun.com).

17. Council Decision to Implement a Major Service Change to Fairfield and Suisun Transit Fixed Route Services within Suisun City effective April 1, 2022 – (Folsom: gfolsoam@suisun.com).
GENERAL BUSINESS

City Council

18. Council Adoption of Resolution No. 2022-___: Authorizing the City Manager to execute the First Amendment to the Granicus Service Agreement between Granicus, LLC and Suisun City – (Deol: ideol@suisun.com).

REPORTS: (Informational items only)

19. Council Updates
   a. Council/Boardmembers
   b. Mayor

20. Non-Discussion Items

ADJOURNMENT

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

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

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of February 15, 2022 was posted and available for review, in compliance with the Brown Act.
MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, MARCH 1, 2022

5:30 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH REQUIRES ONLY UNVACCINATED PERSONS ARE REQUIRED TO MASK IN ALL INDOOR PUBLIC SETTINGS. FULLY VACCINATED INDIVIDUALS ARE RECOMMENDED TO CONTINUE INDOOR MASKING WHEN THE RISK MAY BE HIGH. PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES IF NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

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

ZOOM MEETING INFORMATION:

WEBSITE: https://zoom.us/join
MEETING ID: 869 0147 8672
CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING
BY EMAILING CLERK@suisun.com (PRIOR TO 4pm) 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

Mayor Wilson called the meeting to order at 5:30pm with the following Council Members present:
PRESENT: Hernandez, Hudson, Williams, Wilson
ABSENT: Day

CONFLICT OF INTEREST NOTIFICATION  NONE

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

PUBLIC COMMENT  NONE

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)
CLOSED SESSION
Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the purpose of:

1. PERSONNEL MATTERS
   Pursuant to California Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager

2. Conference with Legal Counsel - Significant Exposure to Litigation/Initiation of Litigation (1 potential case)
   Pursuant to Government Code Section 54956.9(d)(2), (e)(1) and (d)(4).

3. 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
Council entered into closed session at 5:33pm. No announcements are expected.

ADJOURNMENT
Council reconvened from Closed Session and no announcements were made. There being no further business the meeting was adjourned at 6:46pm.

________________________________
Anita Skinner, City Clerk
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, MARCH 1, 2022
6:30 P.M.
SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE
Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH REQUIRES ONLY UNVACCINATED PERSONS ARE REQUIRED TO MASK IN ALL INDOOR PUBLIC SETTINGS. FULLY VACCINATED INDIVIDUALS ARE RECOMMENDED TO CONTINUE INDOOR MASKING WHEN THE RISK MAY BE HIGH. PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES IF NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

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

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: 858 0030 3773
CALL IN PHONE NUMBER: (707) 438-1720

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

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

(Next Ord. No. – 791)
(Next City Council Res. No. 2022 – 26)
Next Suisun City Council Acting as Successor Agency Res. No. SA2022 - 01)
(Next Housing Authority Res. No. HA2022 – 01)
ROLL CALL
Mayor Wilson called the meeting to order at 6:46pm with the following Council Members present:
PRESENT: Day, Hernandez, Hudson, Williams, Wilson
ABSENT: None
Pledge of Allegiance was led by Council Member Hudson.
Invocation was given by City Manager Greg Folsom.

CONFLICT OF INTEREST NOTIFICATION  NONE
(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. City Manager/Executive Director/Staff
   - COVID update: Starting today no masks are required for unvaccinated individuals but strongly recommended for everyone for all indoor settings. After March 11th, schools will no longer be required to wear masks. Some jurisdictions may have additional requirements.
   - On February 26th the City hosted the Solano Youth Commission for youth in government type events; held a mock city council meeting with the youth acting as council members.
   - Public Safety and Management meeting was held and provided updates on public safety issues.
   - On Thursday, February 24 Marina Village Apartments had its ground breaking with work scheduled to begin this week.
   - Construction is starting this week on the Railroad Avenue Rehabilitation Project and completion is expected to take 3 weeks.
   - Heritage Park upgrades to rehab the grass fields to add soccer fields and upgrade restrooms. Estimated completion is June 2022.
   - Reminder there will be three meetings in the month of March.

PRESENTATION/APPOINTMENTS
(Presentations, Awards, Proclamations, Appointments).

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

City Council
2. Council Consideration and possible action to adopt Resolution No. 2022-26: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City’s legislative bodies, as authorized by government code section 54953(e) et seq., through March 30, 2022 – (Folsom: gfolsom@suisun.com).
3. Council Adoption of Resolution No. 2022-27: Accepting the Suisun Sprayed Polyurethane Foam Roofing Systems for City Buildings Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project – (Vue: nvue@suisun.com).
4. Approving Purchase of Groundmaster Mowers -- (Vue: nvue@suisun.com).
   a. Council Adoption of Resolution No. 2022-28: Approving the Purchase of a Groundmaster 40000-D T4 Diesel Mower and a Groundmaster 3200 Mower; and
   b. Council Adoption of Resolution No. 2022-29: Approving the 7th Amendment to the Annual Appropriate Resolution No. 2021-57 to Appropriate Funds to Purchase Groundmaster 4000-D T4 Diesel Mower and Groundmaster 3200 Mower.

5. Council Adoption of Resolution No. 2022-30: Authorizing the City Manager to have Settlement Authority for General Civil Liability Claims in amounts under $35,000 – (Folsom: gfolsom@suisun.com).

PUBLIC COMMENTS

George Guynn
   • Item #2 – COVID has been going on for 2 years, city has lost a lot of money during this, need to get back to normal
   • Item #5 – If City Manager has authority to sign off up to $35K, the public may not know about any litigations. Litigations need to be on the agendas; hopes public can still see what’s going on.

Steve Olry
   • Item #2 – past year has been overwhelmed with litigation. Need to be brought to the public’s attention and at least let us know what is going on.

Donna LeBlanc
   • Item #3 – Is the 20-year warranty on materials? Have the roofs been tested to make sure they no longer leak and if not, shouldn’t that be done before the one-year warranty starts?
   • Item #4 – talks about the fair share for the LLD’s but no dollar amounts are listed on how much will be paid back to them. The numbers for the mowers do not add up. Are we getting new or used equipment? Are spark arrestors needed for these mowers?

After Public Comments Council Member Hudson asked to pull Item #5.

Motion by Council Member Hudson to approve Items 2, 3, 4 and seconded by Vice Mayor Hernandez. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson
NOES: None
ABSENT: None

Item #5

Motion by Council Member Hudson to approve Item #5 and adding that all claims under $35K would be reported out in the Non-Discussion Item of the agenda and seconded by Council Member Day. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson
NOES: None
ABSENT: None
PUBLIC HEARING   NONE

GENERAL BUSINESS

City Council

6. Council Adoption of Resolution No. 2022-31: Adopting the Updated Multi-Jurisdiction Hazard Mitigation Plan – (Roth: aroth@suisun.com).

Police Chief Roth gave a brief staff report and introduced Ethan Mobley, Owner/Project Manager for Dynamics Planning +Science who gave a power point presentation.

Motion by Vice Mayor Hernandez to adopt Resolution No. 2022-21 and recommending staff to return for an opportunity to prioritize the pre-disaster grand funding and seconded by Council Member Day. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson
NOES: None
ABSENT: None

PUBLIC COMMENTS

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

Steve Olry

- thanked the Public Works Department for the clean-up work along Walters Road.
- A Community website has a survey “Is Suisun City a good place to live.” He read a comment that Suisun has so much potential to be a great little town but because of its lack of safety hinders its own world appeal; the area is nice but the crime rate is high. He further commented that this is what the public sees when it comes into town with all the trash along the fence line on Highway 12; need to change this to a positive view from the outside.
- Transition of public transportation in spite of limited services for the handicapped, seniors and students that it’s a shame that in spite of some increase in business revenue and $5mil of ARPA funds we couldn’t bridge the gap. What we say and do don’t match.

George Guynn

- Ditto to Steve Olry’s comments.
- Holes in fence by the water tank; crime to cut fence; area looks shabby with more tents, trash.
- Comments of underage youth traveling to Walnut Creek on public transportation should not be the City’s concern. It is the concern of the parents.

Donna LeBlanc

- Voiced concern about the agenda and reports. There are grammatical errors, wrong words used, misspelled words; numbers that don’t add up. Everything written by someone,
reviewed by someone, approved by someone. Are they really being read and if they are how do these mistakes keep happening?

**Continued General Business**

7. Discussion and Direction Regarding the Waterfront District Specific Plan Residential High Density and Downtown Commercial Land Use Zones – (Bermudez: jbermudez@suisun.com).

Mayor Wilson briefly commented on the letter from the Victorian Harbor residents with their concerns about the current zoning of the remaining vacant parcels along Lotz Way.

Community Services Director Bermudez gave the staff report and power point presentation.

**Public Comment**

Donna LeBlanc commented that the name “good neighbor policy” may be confusing; notifications should not just be 600 ft. but to all residents in the city.

Senior Planner John Kearns commented that staff is in the process of updating the Housing Element. This would be the time staff would look at properties as a whole for consistency with the Specific Plan and General Plan. Residents would have an opportunity at time to voice concerns.

Mayor Wilson also asked for consensus to have the City Manager notify all addresses listed on the letter of the Housing Element review.

8. Council Adoption of Resolution No. 2022-32: Opposing Initiative 21-0042A1, the Taxpayer Protection and Government Accountability Act – (Folsom: gfolsom@suisun.com).

Mr. Folsom explained this is an Initiative sponsored by the California Business Round Table and is currently out for signatures to get on the ballot. It will place new and increased restrictions on every manner of revenue measures. It will also disallow local agencies from placing advisory measures on ballots.

**Public Comment**

Steve Olry commented that he cannot believe some of the Council oppose accountability. Government needs to be held accountable and he supports the taxpayers.

George Guynn commented he agrees with Council Member Hudson and Mr. Olry. He has been a long-time supporter of the taxpayer and government needs to have accountability to the public and Council should not write a letter opposing the initiative.

**Motion by Vice Mayor Hernandez to send a letter opposing the proposed Initiative 21-0042A1 and seconded by Council Member Williams. Motion passed by the following vote:**

**AYES:** Day, Hernandez, Williams, Wilson
**NOES:** Hudson
**ABSENT:** None

9. Discussion and Direction – Legislative Advocacy Policy – (Folsom: gfolsom@suisun.com).

Mr. Folsom gave a brief explanation.
Public Comment

George Guynn commented that he has seen this policy in other agencies and there are problems with it. Taxpayers don’t have a say and they need to have a say on how to produce money. Suisun has money going out and not enough coming in.

Mayor Wilson will establish an ad hoc to create a legislative policy and recommend to Council for review and adoption. Mayor Wilson appointed Council Member Hudson and Vice Mayor Hernandez.

REPORTS: (Informational items only)

10. Council Updates

Council Member Hudson commented that it was Mardi Gras tonight and he would like to see our streets and roads get a little more attention.

Council Member Williams comment Adopt a Neighborhood will be hosting a class on SB13 at the Suisun City Library on the 3rd Saturday of the Month in partnership with Republic Services regarding composting. Attended a Black History Month forum at the Suisun City Library and thanked Vice Mayor Hernandez for her support. Wished everyone a Happy Women’s History Month.

Vice Mayor Hernandez participated in the Suisun City Walking Tour with Solano Transportation Authority and invited the public to visit the STA website and participate in the survey. Member of the Transportation Public Work and Communication Policy Committee for the League of California Cities and participated in the Link 21 Program. More information at Link 21 Program.org.

Mayor Wilson noted that the Train Station RFP was on line if you or someone you know might be interested in starting a small business.

11. Non-Discussion Items

ADJOURNMENT

There being no further business the meeting was adjourned at 9:32pm.

______________________________
Anita Skinner, City Clerk
SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE
Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair 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 NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

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

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: 842 3706 6045
CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING
BY EMAILING CLERK@suisun.com (PRIOR TO 4pm) 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
Mayor Wilson called the meeting to order at 5:34 pm with the following Council Members present:
PRESENT: Hernandez, Hudson, Williams, Wilson
ABSENT: Day

CONFLICT OF INTEREST NOTIFICATION: NONE
(Any items on this agenda that might be a conflict of interest to any Councilmembers/Boardmembers should be identified at this time.)
PUBLIC COMMENT

None

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

CLOSED SESSION

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

City Council

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).

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   Pursuant to Government Code Section 54956.8 Real Property Identified by APN 0173-010-230, located at 318 Merganser Drive
   Negotiating Party: City Manager
   Subject: Price and Terms of Payment
   Parties Negotiating With: TC Property Management, Ltd.

Joint City Council / Housing Authority

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   Negotiating Party: City Manager
   Subject: Price and Terms of Payment
   Parties Negotiating With: Norton Capital Inc.

City Council

4. Conference with Legal Counsel - Significant Exposure to Litigation/Initiation of Litigation (1 potential case)
   Pursuant to Government Code Section 54956.9(d)(2), (e)(1) and (d)(4).

5. PERSONNEL MATTERS
   Pursuant to California Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager
Council entered into Closed Session at 5:36 pm.

**CONVENE OPEN SESSION**
Council will continue Closed Session following the regular meeting of the City Council.
Council entered into Closed Session at 8:42 pm to conclude agenda items.

**ADJOURNMENT**
There were no announcements following Closed Session. There being no further business the meeting was adjourned at 9:58 pm.

______________________________
Anita Skinner, City Clerk
MINUTES

SPECIAL 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, MARCH 15, 2022
7:00 P.M.

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

NOTICE
Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair 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 NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

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

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: 839 7008 0379
CALL IN PHONE NUMBER: (707) 438-1720

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

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

(Next Ord. No. – 791)
(Next City Council Res. No. 2022 – 33)
Next Suisun City Council Acting as Successor Agency Res. No. SA2022 - 01)
(Next Housing Authority Res. No. HA2022 – 01)
ROLL CALL
Mayor Wilson called the meeting to order at 7:17 pm. Announcement was made that the Closed Session would continue following the regular meeting of the Council.
PRESENT: Day, Hernandez, Hudson, Williams (7:22 pm), Wilson
ABSENT: None
Pledge of Allegiance was led by Vice Mayor Hernandez.
Invocation was given by City Manager Greg Folsom.

CONFLICT OF INTEREST NOTIFICATION  NONE
(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

PRESENTATION/APPOINTMENTS
(Presentations, Awards, Proclamations, Appointments).

Proclamations Presented at Meeting
1. Presentation of Proclamation to Solano American Red Cross Representatives Nanette Shamieh and Susan Reese Proclaiming the Month of March 2022 as Red Cross Month in Suisun City - (Wilson: lwilson@suisun.com)
   Mayor Wilson read the proclamation and Vice Mayor Hernandez presented the proclamation to Red Cross Representatives Ms. Shamieh and Ms. Reese. Ms. Shamieh thanked the Council and spoke about the “Sound the Alarm” fire campaign.

2. Presentation to Community Services Officer Pam Greenwood, retiring after 21 years of service with the Suisun City Police Department – (Wilson: lwilson@suisun.com).
   Police Chief Aaron Roth gave a brief presentation. Vice Mayor Hernandez read the proclamation and Mayor Wilson presented the plaque to Ms. Greenwood. Ms. Greenwood thanked the Council and spoke on her 21 year service with the Suisun City Police Department.

REPORTS:  (Informational items only)
3. City Manager/Executive Director/Staff
   - Attended the Solano County Homelessness Forum along with Vice Mayor Hernandez and Council Member Hudson. Forum was hosted by Supervisors Mitch Mashburn and Jim Spering. Modifying CAP Solano Bylaws were discussed to have the Board consist of two elected officials from each jurisdiction and the item is on the Council agenda tonight.
   - Road work on Railroad Avenue is almost complete. Work consisted of asphalt grinding and overlays, upgrade to curb ramps and upgrading the bike lanes.
   - The Planning Commission approved Element 7 Cannabis to be located at Sunset and Railroad and will be on the Council agenda on March 29th.
   - Reminder there will be a third Council meeting on March 29th.

Mayoral Appointments of Council Boards, Commissions and Committees
4. Approving Appointment of Solano Economic Development Corporation Board Member – (Wilson: lwilson@suisun.com).
Mayor Wilson moved to appoint Vice Mayor Hernandez to the SEDC Board and seconded by Council Member Hudson. Motion passed by the following vote:

AYES: Day, Hernandez, Wilson
NOES: Hudson, Williams
ABSENT: None

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

City Council

5. Council Consideration and possible action to adopt Resolution No. 2022-33: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City’s legislative bodies, as authorized by government code section 54953(e) et seq., through April 14, 2022 – (Folsom: gfolsom@suisun.com).


7. Council Adoption of Resolution No. 2022-35: Approving a Priority List of Community Events for Fiscal Year (FY) 2022 – (Lofthus: klofthus@suisun.com).

8. Council Adoption of Resolution No. 2022-36: Authorizing the City Manager to Enter into a Contract on the City’s Behalf with GSM Landscape Architects, Inc. for the Development of a Parks and Facilities Master Plan in the amount of $135,525 and authorizing the City Manager to approve change orders up to 10% of the original contract amount– (Lofthus: klofthus@suisun.com).

9. Council Adoption of Resolution No. 2022-37: Authorizing the City Manager to Execute a Contract Change Order on the City’s Behalf with Lamassu Utility Services, Inc. for the Highway 12 Storm Drain Pipe Lining and CCTV Inspection Project in the amount of $312,905.46 and Authorize up to $63,000 for Contingencies – (Vue: nvue@suisun.com).

10. Council Adoption of Resolution No. 2022-38: Approving the Application for Grant Funds from the Recreational Trails Program – (Vue: nvue@suisun.com).

11. Council Adoption of Resolution No. 2022-39: Accepting the Rectangular Rapid Flashing Beacon Project, Federal Project No. HSIPL-5032(033), as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project - (Vue: nvue@suisun.com).

12. Council Adoption of Resolution No. 2022-40: Endorsing its support for Amending the Governance Structure of CAP Solano Joint Powers Authority – (Folsom: gfolsom@suisun.com).

13. Council Adoption of Resolution No. 2022-41: Resolution of support for designation of the Wednesday Club of Suisun on the National Register of Historic Places – (Folsom: gfolsom@suisun.com).

Council Member Hudson pulled Item #6 and Item #11. Council Member Williams pulled Item #12.

PUBLIC COMMENT:

ITEM #2
George Guynn commented that COVID has been over 2 years and Council needs to put the Brown Act back in force as soon as possible.

Item #8
George Guynn commented there should be a more efficient way to pay for a Parks and Facilities Master Plan.

Motion by Council Member Hudson to approve Consent Calendar Items 5, 7, 8, 9, 10, 13, 14 and seconded by Vice Mayor Hernandez. Motion passed by the following vote:

AYES:  Day, Hernandez, Hudson, Williams, Wilson
NOES:  None
ABSENT:  None

Item #6
Council Member Hudson clarified the RENA numbers in the Housing Element Report.

Item #11
Council Member Hudson commented that the lights at the crosswalk by the Senior Center are very difficult to see during the daylight hours. Public Works Director Vue stated he would look into his concern.

Motion by Council Member Hudson to approve Items #6 and #11 and seconded by Vice Mayor Hernandez. Motion passed by the following vote:

AYES:  Day, Hernandez, Hudson, Williams, Wilson
NOES:  None
ABSENT:  None

Item #12
Council Member Williams asked how frequently reports would be given back to the Council. Mayor Wilson stated it has not been formed yet and at the time of the two-member appointment it can then be discussed how often Council wishes to have a report

PUBLIC COMMENT
George Guynn commented the Council need to know details. He has been watching You Tube videos on homelessness and just spending money to make it go away is not going to work. Things are going to get worse. He has concerns about tents by the water tank and possible contamination.
Motion by Council Member Williams to approve Item #12 and seconded by Vice Mayor Hernandez. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson
NOES: None
ABSENT: None

PUBLIC COMMENTS

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the 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.)

Karen Garcia spoke about the City Center and Rehab facility. Programs offered are to help the homeless and those with drug addictions. They will also help people get jobs upon graduating from the program.

George Guynn commented at a recent past Council meeting the City Attorney gave good advice which was overlooked. He stated that it is not too late to change course and that he is really disappointed on the voting.

Richard Giddings spoke about a complaint and restraining order resulting from an incident in November of 2021. Police Chief Roth stated the complaint was received by the department and would follow up per the law.

PUBLIC HEARING None

GENERAL BUSINESS

City Council

15. Council Discussion and Direction: Community Christmas Tree Replacement – (Lofthus: klofthus@suisun.com).

RPMA Director Kris Lofthus presented the staff report and power presentation as provided in the packet. After Council discussion there was consensus to buy a replacement tree and to come back to Council for approval of the location of the new tree; Plan B would be to follow the RPMA Commission’s recommendation to use the tree located at the gazebo on Solano Street. There was no consensus for Plan B.

REPORTS: (Informational items only)

16. Council Updates
   a. Council/Boardmembers

   Council Member Hudson stated he appreciated the comments and concerns on the homelessness. He wished everyone a Happy St. Patrick’s Day.

   Council Member Williams wished everyone a Happy St. Patrick’s Day. Adopt a Neighborhood is hosting, along with Republic Services, an education program on composting to be held at the Suisun Library at 11am on March 19th. On Sunday, March 20th at 2pm there will be a clean-up at the vacant property on Old Railroad Avenue.
Vice Mayor Hernandez commented that she appreciated the efforts to clean up that area on Railroad Avenue. Attended a Business Policy Summit this morning in Sacramento. Also had an opportunity to meet with Senator Dodd and advocate for Suisun City. Will be attending the Planning Commissioners Academy hosted by the League of California Cities for the remainder of the week.

b. Mayor - None

17. Non-Discussion Items

ADJOURNMENT
Mayor Wilson announced the Council will be adjourning the regular meeting of the City Council at 8:42 pm and reconvening the Closed Session. No announcements are expected.

There being no further business of the regular meeting of the City Council the meeting was adjourned at 8:42pm.

__________________________________
Anita Skinner, City Clerk
AGENDA TRANSMITTAL

MEETING DATE: March 29, 2022

CITY AGENDA ITEM: PUBLIC HEARING: Element 7 Commercial Cannabis Business Permit, Cannabis Business Zone, and Development Agreement.

A. Council Adoption of Resolution No. 2022-___: Approving a Commercial Cannabis Business Permit for Element 7, Located at 300 Railroad Avenue.

B. Council Introduce and Waive Reading of Ordinance No. ___: An Ordinance of the City Council of the City of Suisun City, California Amending the Suisun City Zoning Map to Establish a Cannabis Business Zone for Assessor’s Parcel Number: 0037-160-100.

C. Council Introduce and Waive Reading of Ordinance No. ___: An Ordinance of the City Council of the City of Suisun City, California Approving a Development Agreement with Element 7, Located at 300 Railroad Avenue.

FISCAL IMPACT: Cannabis retail uses can generate significant general fund tax dollars for a local jurisdiction. The proposed cannabis business retailer will be subject to the City’s cannabis tax of 7% of gross receipts and $2 per square foot per year – Retail Dispensary. If approved, Element 7 would be the second cannabis retailer operating in the city and estimates project that the City should see additional revenue increases with the addition of the retailer. Financial reporting over the past six months indicates that the City has exacted approximately $300,000 from the currently operating cannabis retailer.

STRATEGIC PLAN IMPACT: Develop Sustainable Economy.

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

- March 21, 2017 – First City Council Briefing and Policy Discussion.
- June 7, 2017 – Cannabis Policy Community Meeting.
- May 29, 2018 - City Council adopted Ordinance No. 750, adding Chapter 18.49 (“Cannabis Regulatory Program”) to the Suisun City Code (SCC).
- November 26, 2019 – City Council set applicable tax rates for cannabis related activities with the passage of Resolution 2019-120.
- December 3, 2019 – City Council directed staff to prepare amendments to Chapter 18.49 that would expand opportunities for retail storefronts and various text amendments.
- December 17, 2019 – City Council amended Master Fee Schedule which included cannabis application fee and Commercial Cannabis Business Permit fee increases.
- January 9, 2020 to May 7, 2020 – Request for Applications (RFA) period for up to three retail storefronts.
January 28, 2020 – Staff held a cannabis applicant workshop at Suisun City Hall.

March 17, 2020 – City Council adopts Ordinance No. 768 which increased the number of retail storefront locations from one to three and expanded the eligible zoning districts.

June 16, 2020 – City Council discussion and direction regarding application submitted through the city’s first Request for Applications (RFA) process.

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

At the March 8, 2022, Planning Commission meeting, the Commission recommended City Council approval of the Commercial Cannabis Business Permit, Cannabis Business Zone, and Development Agreement by a vote of 5-0. As a part of their recommendation, the Planning Commission included the following amendments to Exhibit C of the proposed development agreement (and was agreed to by the applicant):

G-7 The applicant will provide 24-hour on-site security for the first three months of operation. At the conclusion of three months, and after review of the Chief of Police, security may be reduced to only business hours if the business has been found to not have any security issues.

PW-30 The landscaping and irrigation shall comply with the City’s water efficient landscaping ordinance. The irrigation plans shall include Model Water Efficient Landscape Ordinance (MWELO) calculations. The project shall provide enhanced landscaping along the project’s frontage to include shrubs, trees, and ground cover.

The above recommended amendments are shown in tracked changes format in Attachment 3.

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

The project proposes utilizing the existing retail storefront, formerly office space, of 1,717 square feet fronting onto Railroad Avenue with a future second phase of potentially constructing a new building on-site which would replace the existing structure. Phase 1 is proposed to include 26 vehicular parking spaces and access would be to and from Railroad Avenue. Due to concerns raised at the November 24, 2020, City Council meeting regarding access, the applicant contracted with W-Trans to complete a focused traffic study. The report is included as Attachment 5 of this staff report. Staff has also included a redacted copy of the retail storefront application for reference as Attachment 4. The application provides additional background information about the applicant, including other licenses they currently hold, and how they intend to operate at the proposed location.

**General Plan**

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

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

Focused Traffic Study
Due to the location of the project and comments received at the November 24, 2020, City Council meeting, staff requested that a traffic analysis be prepared for the project. The Final Focused Traffic Study prepared by W-Trans, dated October 18, 2021 includes direct findings and recommended actions to ensure satisfactory traffic conditions.

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

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

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

Turn Lane Warrants
Finding – The installation of an eastbound left-turn lane on Railroad Avenue at the east project driveway is not warranted at this time and is not expected to be needed in the future.

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

Commercial Cannabis Business Permit
Per Section 18.49.080, all commercial cannabis operations require a Commercial Cannabis Business Permit (CCBP) subject to review of the Planning Commission and approval of the City Council. Section 18.49.150 sets forth the “General Operating Standards and Restrictions” for the permit to abide by. Further, Section 18.49.060 (Retail Storefront) sets forth more specific standards and restrictions relative to the type of business being operated. Staff reviewed the application submittal and determined the application is consistent with these standards.
If approved, the CCBP is required to be renewed annually subject to a ministerial review.

**Required Findings for Commercial Cannabis Business Permit**

1. The establishment, maintenance, and operation of the use or building applied for has been found to be in conformity with the General Plan for the City regarding circulation, population densities and distribution, design, and/or other aspects of the General Plan considered by the Development Services Director to be pertinent. The proposed use is commercial in nature and the existing building on-site will be utilized to carry out the proposed business.

2. Adequate utilities, access roads, pedestrian and bicycle access, drainage, parking, and/or other necessary facilities have been or are being provided. The site has direct access to existing utilities and is located at the intersection of two existing roadways (Railroad Avenue and Sunset Avenue).

3. The applicant has demonstrated that such use will not constitute a nuisance or be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in or passing through the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city. Care has been taken by staff to develop conditions of approval that keep the residents of the community and nearby neighborhood in mind. The projects frontage is well-landscaped and the specific hours of operation will be incorporated into the operation of the permit.

4. That the proposed use conforms with all relevant federal, state, and local laws and regulations. The permit has been considered with all federal, state and local laws in mind including the Section 18.49 of the Suisun City Code.

**Cannabis Business Zone**

Per Sections 18.49.060 and 18.49.070, cannabis operations other than a retail storefront are required to be located in a Cannabis Business Zone (CBZ). A CBZ is a zoning overlay that is put on top of an existing parcel(s) of land which retains the underlying zoning district but adds the flexibility of operating cannabis businesses other than a retail storefront. Due to the complexity of a CBZ, a development agreement is required which sets forth specific parameters in which the business is to operate including when taxes are due to the City and certain timelines in which actions will take place.

**Required Findings for Cannabis Business Zone**

1. Subsequent to the filing of the Project Applications, the City performed an environmental assessment pursuant to the requirements of the California Environmental Quality Act (California Public Resources Code section 21000, et seq.) and the Guidelines thereunder (14 California Code of Regulations section 15000, et seq.) (collectively, “CEQA”), and determined the Project Approvals were subject to exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities). The site utilizes to existing buildings on-site with no additional square footage or floor area proposed. Access will be
taken from Railroad Avenue via two driveways. Additionally, the hours of operation will remain consistent with those of a typical commercial business in the subject zoning district.

2. The Cannabis Business Zone consists of a single parcel totaling 0.64 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.

3. The establishment of a Cannabis Business Zone on this property is not within 600 feet of a school, day care center, or youth center. The site is located approximately 2,000 feet from Grange Middle School in Fairfield which has been found to be the closest school to the site.

4. The subject property is not located within 1,000 feet of an established Cannabis Business Zone. The first Cannabis Business Zone (521 Railroad Avenue) is approximately 3,000 feet from the subject location.

Development Agreement and Conditions of Approval

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

Require Findings for the Development Agreement

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

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

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

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

5. This Agreement complies with the California Environmental Quality Act.
6. This Agreement will not adversely affect the orderly development of property or the preservation of property values in the city.

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

---

**CEQA REVIEW**

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

---

**RECOMMENDATION:** It is recommended that the City Council:

1. Open the Public Hearing.
2. Take Public comment.
3. Close the Public Hearing.
5. Introduce and Waive Reading of Ordinance No.____: An Ordinance of the City Council of the City of Suisun City, California Amending the Suisun City Zoning Map to Establish a Cannabis Business Zone for Assessor’s Parcel Number: 0037-160-100.
6. Introduce and Waive Reading of Ordinance No. ___: An Ordinance of the City Council of the City of Suisun City, California Approving a Development Agreement with Element 7 Located at 300 Railroad Avenue.

---

**ATTACHMENTS:**

1. Resolution No. 2022-___: Approving a Commercial Cannabis Business Permit for Element 7, Located at 300 Railroad Avenue.
2. Ordinance No. _____: An Ordinance of the City Council of the City of Suisun City, California Amending the Suisun City Zoning Map to Establish a Cannabis Business Zone for Assessor’s Parcel Number: 0037-160-100.
3. Ordinance No. ___: An Ordinance of the City Council of the City of Suisun City, California Approving a Development Agreement with Element 7, Located at 300 Railroad Avenue.
4. Element 7 – Retail Storefront Application - (Redacted). Due to the size of this attachment it can be found online at [https://www.suisun.com/wp-content/files/2022_03_29_Item_10__Element_7_Attachment_4_Retail_Storefront_Application_Redacted.pdf](https://www.suisun.com/wp-content/files/2022_03_29_Item_10__Element_7_Attachment_4_Retail_Storefront_Application_Redacted.pdf) or in the City Clerk’s Office.
6. Ordinance No. 768.
7. PowerPoint Presentation.
RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING A COMMERCIAL CANNABIS BUSINESS PERMIT FOR
ELEMENT 7, LOCATED AT 300 RAILROAD AVENUE

WHEREAS, Element 7 (Applicant) is the owner of that certain property located at 300 Railroad Ave, Suisun City, CA 94585, APN 0037-160-100 (the “Property”), and intends to operate a Type 10 Storefront Retailer License with Delivery Services 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 Commercial Cannabis Business Permit, and a Commercial Business Zone overlay for the development of cannabis uses Type 10 Storefront Retailer License with Delivery Services at the property; and

WHEREAS, at the November 24, 2020, meeting, the City Council of the City of Suisun City directed staff to work with Element 7; and

WHEREAS, on March 8, 2022, the Planning Commission recommended City Council approval of the Commercial Cannabis Business Permit through the passage of Resolution PC20-07; and

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

WHEREAS, a notice of public hearing was published in the Daily Republic on March 16, 2022; and

WHEREAS, a report by City Staff including the proposed site plan (Exhibit A) was presented and made a part of the record at the March 29, 2022, City Council Public Hearing; and

WHEREAS, the City Council of the City of Suisun City conducted on March 29, 2022, a properly noticed public hearing pursuant to Government Code Section 65090 and has considered all written and verbal testimony presented during the hearing.
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby approve a Commercial Cannabis Business Permit for a Type 10 License located at 300 Railroad Avenue subject to the following findings:

A. The above recitals are true and correct, material to the adoption of this Resolution, and are incorporated herein by reference.

B. 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 an existing building with no additional square footage or floor area proposed. Access will be taken from Railroad Avenue. Additionally, the hours of operation will remain consistent with those of a typical commercial business in the subject zoning district.

C. The City Council approves the Commercial Cannabis Business Permit for a Type 10 License at 300 Railroad Avenue and makes the following findings based on the application submitted:

1. The establishment, maintenance, and operation of the use or building applied for has been found to be in conformity with the General Plan for the City regarding circulation, population densities and distribution, design, and/or other aspects of the General Plan considered by the Development Services Director to be pertinent. The proposed use is commercial in nature and the existing building on-site will be utilized to carry out the proposed business.

2. Adequate utilities, access roads, pedestrian and bicycle access, drainage, parking, and/or other necessary facilities have been or are being provided. The site has direct access to existing utilities and is located at the intersection of two existing roadways (Railroad Avenue and Sunset Avenue).

3. The applicant has demonstrated that such use will not constitute a nuisance or be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in or passing through the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city. Care has been taken by staff to develop conditions of approval that keep the residents of the community and nearby neighborhood in mind. The projects frontage is well-landscaped and the specific hours of operation will be incorporated into the operation of the permit.

4. The proposed use conforms with all relevant federal, state, and local laws and regulations. The permit has been considered with all federal, state and local laws in mind including the Section 18.49 of the Suisun City Code.

[SIGNATURES ON FOLLOWING PAGE]
PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 29th day of March 2022 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 29th day of March 2022.

Anita Skinner
City Clerk
THIS PAGE INTENTIONALLY LEFT BLANK
ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA AMENDING THE SUISUN CITY ZONING MAP TO ESTABLISH A CANNABIS BUSINESS ZONE FOR ASSESSOR’S PARCEL NUMBER: 0037-160-100

WHEREAS, Element 7 (Applicant) is the owner of that certain property located at 300 Railroad Ave, Suisun City, CA 94585, APN 0037-160-100 (the “Property”), and intends to operate a Type 10 Storefront Retailer License with Delivery Services 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 Commercial Cannabis Business Permit, and a Commercial Business Zone overlay for the development of cannabis uses Type 10 Storefront Retailer License with Delivery Services at the Property; and

WHEREAS, at the November 24, 2020 meeting, the City Council of the City of Suisun City directed staff to work with Element 7; 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 March 8, 2022, 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 March 29, 2022, 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 via two driveways. 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 0037-160-100 – attached as Exhibit A) totaling 0.64 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.

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 2,000 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. The first Cannabis Business Zone (521 Railroad Avenue) is approximately 3,000 feet from the subject location.

[SIGNATURES ON FOLLOWING PAGE]
PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this 5th day of April 2022.

_______________________________
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 March 29, 2022 and passed and adopted at a regular meeting of said City Council held on April 5, 2022, 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 April 2022.

_______________________________
Anita Skinner,  
City Clerk
ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING A DEVELOPMENT AGREEMENT FOR ELEMENT 7, LOCATED AT 300 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, Element 7 (Applicant) is the owner of that certain property located at 300 Railroad Ave, Suisun City, CA 94585, APN 0037-160-100 (the “Property”), and intends to operate a Type 10 Storefront Retailer License with Delivery Services 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 at the Property; and

WHEREAS, at the November 24, 2020, meeting, the City Council of the City of Suisun City directed staff to work with Element 7; 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 March 8, 2022, 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 March 16, 2022; and

WHEREAS, the City Council held a Public Hearing on March 29, 2022, 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:

Section 1. The Recitals above are true and correct and material to the adoption of this Ordinance, and are incorporated herein by reference.
Section 2. Based on the evidence provided in the staff report, all evidence presented at the public hearing, and all oral and documentary evidence submitted as part of the record in this matter, including all evidence submitted at the public hearing, the City Council hereby approves the Development Agreement ("Agreement") with Element 7, attached hereto as Attachment 1 and incorporated herein by reference, and makes the following findings:

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]
PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this 5th day of April 2022.

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 March 29, 2022 and passed and adopted at a regular meeting of said City Council held on April 5, 2022, 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 April 2022.

Anita Skinner
City Clerk
DEVELOPMENT AGREEMENT

by and between

THE CITY OF SUISUN CITY
a municipal corporation

and

ELEMENT 7 SUISUN CITY LLC
a California limited liability company
DEVELOPMENT AGREEMENT

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

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 300 Railroad Avenue, Suisun City, CA 94585, APN 0037-160-100 (the “Property”), and intends to operate a Type 10 Storefront Retailer License with Delivery Services.

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

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

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

1. An application for this Development Agreement (the “DA Application”).

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

3. A Commercial Business Zone overlay application (the “CBZ Application”).

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

The Site Plan Application, the CBZ Application, and the Commercial Cannabis Permit Application may be referred to collectively as the “Project Applications.” Approval of the Project
Applications may be collectively referred to as the “Project Approvals.” The Property is depicted on Exhibit “A” to this Agreement, and the legal description is set forth on Exhibit “B”.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N. On March 8, 2022, at a duly noticed public hearing and after due review and consideration of (i) the report of City staff on the Project Applications, (ii) all other evidence heard and submitted at the public hearing, and (iii) all other appropriate documentation and circumstances, the Planning Commission of the City adopted resolutions recommending that the City Council: (1) adopt the exemption pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301(Existing Facilities) in compliance with CEQA; (2) approve the Site Plan Application and CBZ Application; and (3) approve this Agreement, subject to the conditions of approval set forth herein (the “Conditions of Approval”), attached hereto as Exhibit “C” and incorporated herein by reference.

O. On March 29, 2022, at a duly noticed public hearing and after introduction of the ordinance due review and consideration of (i) the report of City staff on the Project Applications, (ii) the recommendations of the Planning Commission, (iii) all other evidence heard and submitted at the duly noticed public hearing conducted and closed, and (iv) all other appropriate documentation and circumstances, the City Council adopted an ordinance to: (1) adopt the exemption pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301(Existing Facilities) in compliance with CEQA and adopt any attendant findings required by CEQA; (2) approve the Site Plan Application and CBZ Application; (3) approve this Agreement, subject to the Conditions of Approval, upon making the findings required by section 18.49.070(D) of the Suisun City Municipal Code; and (4) direct the City Manager to finalize and execute this Agreement on behalf of the City (collectively, the “City Council Ordinance”).

[continued on next page]
AGREEMENT

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

1. Interests of Developer.

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

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

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

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

2. Term of Agreement.

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

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

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

“City Agency” means any office, board, commission, department, division or agency of the City.
“City Manager” means the City Manager of the City of Suisun, and shall include his or her designee.

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

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

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

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

“State” means the State of California.

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

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

2.3 Effect of Termination. Termination of this Agreement shall mean that Developer must cease operation of its cannabis business within 90 (ninety) days of the date of Termination. Upon any Termination of this Agreement, each Party shall retain any and all of the respective benefits that it received as of the date of Termination under or in connection with this Agreement. Nothing herein shall preclude the City, in its discretion, from taking any action authorized
by Laws or Existing City Requirements to prevent, stop, or correct any violation of Laws or Existing City Requirements occurring before, during, or after construction of the improvements in the Project by Developer.

3. **Development of the Project.**

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

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

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

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

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

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

3.2 **Applicable Rules.**

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

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

3.3 Minor Changes.

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

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

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

3.4 Future Discretionary Approvals. Nothing in this Agreement shall operate to preclude Developer from applying to the City during the Term of this Agreement for any of the following new approvals with respect to any proposed buildings and improvements in the Project (collectively, the “Future Discretionary Approvals”): (a) any new entitlements that may be required under the Existing City Requirements; (b) any subsequent commercial cannabis permit; and (c) any other approval (i) which is not otherwise addressed or set forth in this Agreement and (ii) which the
Existing City Requirements mandate must be reviewed and approved by the Planning Commission or City Council. The City shall process, review and approve or disapprove any application for a Future Discretionary Approval filed by Developer in accordance with the City Requirements then in effect. The approval by the City of an application by Developer for a Future Discretionary Approval shall not require an amendment of this Agreement.

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

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

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

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

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

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

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

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

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

3.8 City Permits. Developer shall obtain all City Permits required for the construction and operation of the Project. Developer shall pay to the City the City Application Fees
chargeable in accordance with the City’s Fee Schedule that is in effect at the time the relevant application for a City Permit is made; provided that such City Application Fees are uniformly imposed by the City and any City Agency at similar stages of project development on all similar applications for development in the City.

4. [Reserved.]

5. [Reserved.]

6. **Exactions.**

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

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

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

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

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

6.2 **Exactions.**

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

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

   (a) On July 1 of every year, pay the City the following Cannabis Taxes: Type 10, Retail: $2.00 per square foot of space utilized for commercial cannabis activities. Upon submission of the annual square footage tax, Developer will confirm in writing the square footage of each type of business. City may confirm the square footage by conducting an inspection during business hours. If July 1 falls on a day City Hall is closed, the payment and accounting shall be remitted on the first business day City Hall is open following July 1.
(b) Within 31 days after the end of each fiscal quarter (each a "Quarterly Payment Date"), pay the City the following Cannabis Taxes: 7% of the Proceeds from Type 10, Retail commercial cannabis activities. At the same time as Developer remits its quarterly Cannabis Taxes, it shall remit an accurate accounting of that quarter’s Proceeds. If the Quarterly Payment Date falls on a day City Hall is closed, the payment and accounting shall be remitted on the first business day City Hall is open following such Quarterly Payment Date.

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

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

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

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

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

6.2.2 Late Payment Penalties.

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

6.2.2.2 Quarterly Proceeds Cannabis Tax. Payment of the Cannabis Tax pursuant to Section 6.2.1.1(b) shall be subject to a penalty of 20% of that quarter’s payment if remitted later than 5 days after it is due. Late payments shall be subject to an additional 10% late payment per 5 additional days that payment is not remitted, for a maximum of 100% of that month’s
payment. In accordance with Section 15, City shall provide Developer with notice of penalty amounts owed and the date the late payments are due.

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

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

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

7. Actions by City.

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

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

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

7.3.1 Third Party Actions. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers (collectively, the “City Indemnitees”) from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action. The term “Third Party Action” means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (a) challenges or contests any or all of this Agreement, the Project Applications, and the Project Approvals; or (b) claims or alleges a violation of CEQA or another law by the City Council; or (c) the grant, issuance or approval by the City of any or all of this Agreement, the Project Applications, and the Project Approvals. Developer’s obligations under this Section 7.3.1 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.
Additional Claims. To the fullest extent permitted by law, Developer shall indemnify, hold harmless and defend the City Indemnitees from any and all loss, liability, fines, penalties, forfeitures, costs and damages, including but not limited to personal injury, death at any time, and property damage, and including further attorney's fees, litigation and legal expenses incurred by the City Indemnitee or held to be the liability of the City Indemnitee (including plaintiff’s or petitioner’s attorney’s fees if awarded, in connection with the City Indemnitee’s defense of its actions in any proceeding) (collectively, “Losses”) incurred by any City Indemnitees from any and all claims, demands and actions in law or equity (collectively, a “Claim”), whether in contract, tort or strict liability, resulting from, arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the issuance of the Commercial Cannabis Business Permit, permits, licenses, or other entitlements related to the Project; or (iv) the City’s granting, issuing or approving use of this Agreement. If any portion of a claim, demand or action in law gives rise to indemnification under this Agreement, Developer shall be responsible for indemnifying, holding harmless or defending the City as to the entire claim, demand or action in law. Developer’s indemnification obligations under the proceeding portions of this paragraph shall apply regardless of whether the City Indemnitees are negligent, but shall not apply to any Losses caused solely by the gross negligence or willful misconduct of any City Indemnitees.

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

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

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

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

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

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

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

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

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

7.4.5 General Insurance Requirements.

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

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

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

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

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

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

(g) If the general contractor should subcontract all or a portion of the services or work to be performed under this Agreement to one or more subcontractors, Developer shall require the general contractor to require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that each subcontractor shall be required to pay for and maintain Commercial General Liability insurance with limits of liability of not less than $1,000,000 per occurrence for bodily injury and property damage, $1,000,000 per occurrence for personal injury, $2,000,000 aggregate for products and completed operations and $2,000,000 general
aggregate and Commercial Automobile Liability insurance with limits of liability of not less than less than $1,000,000 per accident for bodily injury and property damage. Subcontractors’ certificates and endorsements shall be on file with the general contractor, Developer and City prior to the commencement of any work by the subcontractor. Developer’s failure to comply with these requirements shall constitute an “Event of Default” as that term is defined in Section 10.1.

8. **Benefits**

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

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

9. **Annual Review of Compliance.**

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

9.2 **Developer Report.** Not later than the first anniversary date of the Effective Date, and not later than each anniversary date of the Effective Date thereafter during the Term, Developer shall apply for annual review of this Agreement. Developer shall submit with such application a report to the City Manager describing Developer's good faith compliance with the terms of this Agreement during the preceding year (the “Developer Report”). The Developer Report shall include a statement that the report is submitted to City pursuant to the requirements of California Government Code section 65865.1.
9.3 Finding of Compliance. Within 30 (thirty) days after Developer submits the Developer Report under Section 9.2, the City Manager shall review Developer's submission to ascertain whether Developer has demonstrated good faith compliance with the material terms of this Agreement. If the City Manager finds and determines that Developer has in good faith complied with the material terms of this Agreement, or does not determine otherwise within 30 (thirty) days after delivery of the Developer Report, the annual review shall be deemed concluded. If the City Manager initially determines that the Developer Report is inadequate in any respect, he or she shall provide written notice to that effect to Developer, and Developer may supply such additional information or evidence as may be necessary to demonstrate good faith compliance with the material terms of this Agreement. If the City Manager concludes that Developer has not demonstrated good faith compliance with the material terms of this Agreement, he or she shall so notify Developer prior to the expiration of the 30-day period and prepare a staff report to the City Council with respect to the conclusions of the City Manager and the contentions of Developer with respect thereto (the “Staff Report”).

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

9.5 Meet and Confer Process. If either the City Manager or the City Council makes a determination that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, the City Manager and/or designated City Council representatives may initiate a meet and confer process with Developer pursuant to which the Parties shall meet and confer in order to determine a resolution acceptable to both Parties of the basis upon which the City Manager or City Council has determined that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement. If, as a result of such meet and confer process,
the Parties agree on a resolution on the basis related to the determination that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, the results and recommendations of the meet and confer process shall be presented to the City Council for review and consideration at its next regularly scheduled public meeting, including consideration of such amendments to this Agreement as may be necessary or appropriate to effectuate the resolution achieved through such meet and confer process. Developer shall be deemed to be in good faith substantial compliance with the material terms of this Agreement, only upon City Council acceptance of the results and recommendations of the meet and confer process.

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

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

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

10. Events Of Default; Remedies; Estoppel Certificates.

10.1 Events of Default.

10.1.1 The failure by a Party to perform any material term or provision of this Agreement (including but not limited to the failure of a Party to approve a matter or take an action within the applicable time periods governing such performance under this Agreement) shall, subject to the provisions of this Agreement, constitute an “Event of Default”, if: (a) such defaulting Party does not cure such failure within 30 (thirty) days following delivery of a Notice (as hereinafter defined) of default from the other Party (“Notice of Default”), where such failure is of a nature that can be cured within such 30 day period; or (b) where such failure is not of a nature which can be cured within such 30 day period, the defaulting Party does not within such 30 day period commence substantial efforts.
to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Any Notice of Default given hereunder shall specify in reasonable detail the nature of the failures in performance by the defaulting Party and the manner in which such failures of performance may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

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

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

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

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

11. [Reserved].

12. Transfers.

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

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

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

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

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

“Mortgagee” means the holder of a Mortgage.

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

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

“Transferee” means the Person to whom a Transfer is effected.

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

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

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

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

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

12.4 Mortgagee as Transferee. No Mortgage (including the execution and delivery thereof to the Mortgagee) shall constitute a Transfer. A Mortgagee shall be a Transferee only upon: (a) the acquisition by such Mortgagee of the affected interest of Developer encumbered by such Mortgagee’s Mortgage; and (b) delivery to the City of an Assumption Agreement executed by the Mortgagee pursuant to which the Mortgagee assumes assuming, from and after the date such Mortgagee so acquires its interest, the applicable rights, duties and obligations of Developer under this Agreement. No further consent of the City shall be required for any such Transfer to a Mortgagee.
12.5 **Effect of Transfer.** A Transferee shall become a Party to this Agreement only with respect to the interest transferred to it under the Transfer and then only to the extent set forth in the Assumption Agreement delivered under Sections 12.2.2, 12.3 and 12.4. When and if Developer Transfers all of its rights, duties and obligations under this Agreement in accordance with Section 12.2, 12.3 or 12.4, Developer shall be released from any and all obligations accruing after the date of the Transfer under this Agreement. If Developer effectuates a Transfer as to only some but not all of its rights, duties and obligations under this Agreement, Developer shall be released only from its obligations accruing after the date of the Transfer which the Transferee assumes in the Assumption Agreement.

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

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

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

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

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

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

If to City: City of Suisun City  
Attn: Greg Folsom, City Manager  
701 Civic Center Drive  
Suisun City, CA 94585  
gfolsom@suisun.com

and to: Aleshire & Wynder, LLP  
Attn: Elena Gerli, City Attorney  
2361 Rosecrans Avenue, Suite 475  
El Segundo, CA 90245  
email: egerli@awattorneys.com

If to Developer: Element 7 Suisun City LLC  
Attn: Robert DiVito, Manager  
PO Box 388  
San Francisco, CA 94104  
Email: robert@e7ca.com

and to: Sheila Merchant Esq.  
215 Culver Blvd, #5313  
Playa Del Rey, CA 90296  
Email: Sheila.merchant@gmail.com

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

16. **General Provisions.**

16.1 **City’s Reservation of Authority.** The Parties acknowledge and agree that the intent of the Parties is that this Agreement be construed in a manner that protects the vested rights granted to Developer herein. Except for anything to the contrary in this Agreement, the Parties acknowledge and agree that: (a) the City reserves all of its police power and/or statutory or other legal powers or responsibilities; (b) the City reserves all of its authority to enact additional regulations, whether enacted by the City Council or the City Manager, relating to commercial cannabis business activities; and (3) this Agreement shall not be construed to limit the authority or obligation of the City
to hold necessary public hearings, to limit the discretion of the City or any of its officers or officials 
with regard to rules, regulations, ordinances, laws, and entitlement of use which require the exercise 
of discretion by the City or any of its officers or officials. This Agreement shall not be construed to 
limit the obligations of the City to comply with CEQA or any other federal or state law.

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

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

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

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

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

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

16.8 Attorneys’ Fees. If either Party commences any action for the interpretation, 
enforcement, termination, cancellation or rescission hereof, or for specific performance of the breach 
hereof, the prevailing party shall be entitled to its reasonable attorneys’ fees and litigation expenses 
and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include 
an award thereof. Attorneys’ fees under this Section shall include attorneys’ fees on any appeal and 
any post-judgment proceedings to collect or enforce the judgment. This provision is separate and 
several and shall survive the merger of this Agreement into any judgment on this Agreement.
16.9 **Limitation of Legal Acts.** Except as provided in Section 16.8, in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed that the Developer’s sole legal remedy for a breach or violation of this Agreement by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

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

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

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

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

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

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

16.16 **Counterparts.** This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be
one and the same instrument when each Party signs each such counterpart.

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

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

SIGNATURES ARE ON THE FOLLOWING PAGE
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

“CITY”

CITY OF SUISUN CITY,
a municipal corporation

By: __________________________
    Lori Wilson, Mayor
    ______________, 2022

ATTEST:

______________________
    Anita Skinner, City Clerk

“DEVELOPER”

ELEMENT 7 SUISUN CITY LLC,
a limited liability company

By: __________________________
    __________________________
    Name: __________________________
    Its: __________________________
    ______________, 2022

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

APPROVED AS TO FORM:

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

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

WITNESS my hand and official seal.
Signature: ____________________________________

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER ________________________________

DESCRIPTION OF ATTACHED DOCUMENT

- TITLE OR TYPE OF DOCUMENT
- TITLE(S)
- NUMBER OF PAGES
- DATE OF DOCUMENT
- SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))
EXHIBIT “A”

PROPERTY (red property lines)

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

PROPERTY LEGAL DESCRIPTION

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

PARCEL ONE


PARCEL TWO

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

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

APN: 0037-160-100
EXHIBIT “C”

CONDITIONS OF APPROVAL

GENERAL

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

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

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

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

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

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

G-7 The applicant will provide 24-hour on-site security for the first three months of operation. At the conclusion of three months, and after review of the Chief of Police, security may be reduced to only business hours if the business has been found to not have any security issues.

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 _______________ March 29, 2022, City Council meeting, need to be submitted and approved by the Development Services Director (or his/her designee).
A photometric/lighting plan shall be submitted and approved by the Development Services Director (or his/her designee) before building permit issuance.

All exterior lighting shall be downcast.

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

PUBLIC WORKS

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

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

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

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

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

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

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

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

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

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

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

PW-12 Dumpsters to be used on this project shall be dumpsters supplied by Republic Services. This is pursuant to the agreement between the City and Republic Services for all areas within Suisun City. Dumpsters shall be screened from public view by a City-approved method and shall be covered at all times after work hours.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PW-30 The landscaping and irrigation shall comply with the City’s water efficient landscaping ordinance. The irrigation plans shall include Model Water Efficient Landscape Ordinance (MWELO) calculations. The project shall provide enhanced landscape along the project’s frontage to include shrubs, trees, and ground cover, and ground cover.

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

PW-32 Project improvements shall comply with ADA requirements.

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

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

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

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

PW-37 The proposed gates shall be set back at least 25 feet from the edge of pavement. Gates shall be open during work hours. Gates shall only be closed after work hours.
PW-38 Per the City’s ordinance, the on-site parking lot shall be paved.

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

PW-40 The project shall install, at the minimum, two electric vehicle (EV) charging stall: a) one with EV charger, and b) One EV pre-wired.

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

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

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

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

FAIRFIELD-SUISUN SEWER DISTRICT

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

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

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

FIRE SAFETY


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

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

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

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

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

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

SOLANO IRRIGATION DISTRICT

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

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

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

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

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

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

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

SID-8  Electronic AutoCAD files and scanned .tif images at 300 dpi (of all improvement plan sheets) are required upon the completion of the project showing “as-builts” for electronic archiving.
October 18, 2021

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

Final Focused Traffic Study for the 300 Railroad Avenue Project

Dear Ms. Norwood,

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

Existing Conditions and Project Description

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

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

Trip Generation

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

Because the site is currently occupied by an office building that would cease operation with the proposed project, the trip generation of this office was considered. The "General Office Building" (LU #710) rates from the Trip Generation Manual were applied to the existing office use.
The expected trip generation potential for the proposed project is indicated in Table 1, with deductions taken for trips made to and from the existing office use of the site that would no longer occur. The proposed project is expected to generate an average of 146 trips per day, including three trips during the a.m. peak hour and 37 during the p.m. peak hour. After deductions for the office being displaced are taken into account, the project would be expected to generate 129 net new trips on a daily basis, including one trip during the morning peak hour and 35 trips during the evening peak hour; these new trips represent the increase in traffic associated with the project compared to existing volumes.

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Units</th>
<th>Daily Rate</th>
<th>Trips</th>
<th>AM Peak Hour Rate</th>
<th>Trips</th>
<th>In</th>
<th>Out</th>
<th>PM Peak Hour Rate</th>
<th>Trips</th>
<th>In</th>
<th>Out</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Office</td>
<td>-1,717 ksf</td>
<td>9.74</td>
<td>-17</td>
<td>1.16</td>
<td>-2</td>
<td>-2</td>
<td>0</td>
<td>1.15</td>
<td>-2</td>
<td>0</td>
<td>-2</td>
</tr>
<tr>
<td>Proposed Marijuana Dispensary</td>
<td>1,717 ksf</td>
<td>85.12</td>
<td>146</td>
<td>1.59</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>21.27</td>
<td>37</td>
<td>19</td>
<td>18</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>129</strong></td>
<td></td>
<td><strong>1</strong></td>
<td></td>
<td>0</td>
<td></td>
<td><strong>35</strong></td>
<td></td>
<td>19</td>
<td>16</td>
</tr>
</tbody>
</table>

Note: ksf = thousand square feet

### Collision Analysis

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

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

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

### Driveway Access

#### Sight Distance

Sight distances along Railroad Avenue at the two existing driveways serving the project site were evaluated using sight distance criteria contained in the *Highway Design Manual* published by Caltrans. The recommended sight distances for driveway approaches are based on stopping sight distance with approach travel speed used as the basis for determining the recommended sight distance.
For the posted 35-mph speed limit on Railroad Avenue, the minimum stopping sight distance needed is 250 feet. Based on a review of field conditions, sight lines extend more than 300 feet to the east from each driveway, providing more than adequate visibility between the driveways and westbound traffic. However, there is limited visibility to the west due to the horizontal curve on Railroad Avenue and existing vegetation, with approximately 130 feet visible from the west driveway and 270 feet visible from the east driveway.

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

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

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

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

Turn Lane Warrants

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

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

115
Finding – The installation of a left-turn lane at the east project driveway is not warranted at this time and is not expected to be needed in the future.

Parking Lot Geometric Analysis

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

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

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

Vehicle Miles Traveled

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

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

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

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

- The project would be expected to generate 146 trips per day, including three trips during the morning peak hour and 37 during the evening peak hour. This would represent an increase of 129 net new daily trips compared to the existing office use, including one a.m. peak hour trip and 35 p.m. peak hour trips.

- The segment of Railroad Avenue spanning Sunset Avenue to Blossom Avenue, including fronting the project site, had a collision rate lower than the statewide average for similar facilities, with six collisions in five years.

- Sight lines from each driveway of westbound traffic are adequate, as are sight lines between eastbound traffic and the east driveway. However, there is a visual obstruction between eastbound traffic and the west driveway. One collision was reported in the past ten years involving an eastbound driver turning into the west driveway.

- Installation of a left-turn lane would not be warranted with addition of project traffic under either 2019 or anticipated 2040 traffic volumes.

- The parking lot as proposed would adequately serve emergency, delivery, and garbage service vehicles.

- The project would have a less than significant impact on VMT based on the project’s classification as local-serving retail.

Recommendation

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

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

Sincerely,

Kevin Carstens, PE, TE
Associate Engineer

Mark E. Spencer, PE
Senior Principal

MES/krc/SCI007.L1

Enclosures: Proposed Site Plan, North Bay Dispensary Trip Generation Rates, Collision Rate Summary, Turn Lane Warrant Worksheets, Turning Template Exhibits
<table>
<thead>
<tr>
<th>LOCATION</th>
<th>No. of Units</th>
<th>Units</th>
<th>DATE</th>
<th>Setting/Location</th>
<th>DAILY</th>
<th>AM PEAK HOUR (7-9)</th>
<th>PM PEAK HOUR (4-6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dispensary 1</td>
<td>3.8</td>
<td>ksf</td>
<td>12/18/2018</td>
<td>General Urban/Suburban</td>
<td>4.97</td>
<td>17 88% 3.95 10 12% 0.53 0</td>
<td>20.00 76 42% 8.42 32 56% 8.18 32</td>
</tr>
<tr>
<td>Santa Rosa</td>
<td>3.8</td>
<td>ksf</td>
<td>12/19/2018</td>
<td>General Urban/Suburban</td>
<td>4.21</td>
<td>16 94% 3.95 10 6% 0.20 0</td>
<td>23.88 90 44% 10.53 36 56% 13.16 50</td>
</tr>
<tr>
<td>Dispensary 2</td>
<td>1.17</td>
<td>ksf</td>
<td>12/12/2018</td>
<td>General Urban/Suburban</td>
<td>1.71</td>
<td>2 100% 1.71 2 0% 0.00 0</td>
<td>44.72 57 53% 25.64 30 47% 23.08 27</td>
</tr>
<tr>
<td>Santa Rosa</td>
<td>1.17</td>
<td>ksf</td>
<td>12/17/2018</td>
<td>General Urban/Suburban</td>
<td>1.71</td>
<td>2 100% 1.71 2 0% 0.00 0</td>
<td>53.85 63 54% 29.06 34 46% 24.79 29</td>
</tr>
<tr>
<td>Dispensary 3</td>
<td>4.8</td>
<td>ksf</td>
<td>12/18/2018</td>
<td>General Urban/Suburban</td>
<td>1.46</td>
<td>7 88% 1.29 6 14% 0.21 1</td>
<td>14.58 70 54% 7.92 36 46% 6.67 32</td>
</tr>
<tr>
<td>Santa Rosa</td>
<td>4.8</td>
<td>ksf</td>
<td>12/19/2018</td>
<td>General Urban/Suburban</td>
<td>0.83</td>
<td>4 100% 0.83 4 0% 0.00 0</td>
<td>15.00 72 56% 8.33 40 44% 6.67 32</td>
</tr>
<tr>
<td>Dispensary 4</td>
<td>1.50</td>
<td>ksf</td>
<td>8/6/2019</td>
<td>General Urban/Suburban</td>
<td>1.15</td>
<td>93% 1.04 7% 0.10 1.24 79</td>
<td>43.10 65 51% 21.98 33 49% 21.22 32</td>
</tr>
<tr>
<td>Sebastopol</td>
<td>1.50</td>
<td>ksf</td>
<td>8/15/2019</td>
<td>General Urban/Suburban</td>
<td>38.12</td>
<td>59 49% 19.23 29 51% 15.89 30</td>
<td>41.11 50% 20.56 50% 20.56</td>
</tr>
<tr>
<td>Dispensary 5</td>
<td>8.79</td>
<td>ksf</td>
<td>8/7/2019</td>
<td>General Urban/Suburban</td>
<td>24.11</td>
<td>140 51% 12.44 78 49% 11.14 68</td>
<td>29.46 156 51% 13.13 70 51% 13.82 60</td>
</tr>
<tr>
<td>Cotati</td>
<td>8.79</td>
<td>ksf</td>
<td>8/12/2019</td>
<td>General Urban/Suburban</td>
<td>38.12</td>
<td>59 49% 19.23 29 51% 15.89 30</td>
<td>25.56 50% 22.78 50% 22.78</td>
</tr>
<tr>
<td>Dispensary 6</td>
<td>3.464</td>
<td>ksf</td>
<td>9/30/2020</td>
<td>General Urban/Suburban</td>
<td>75.85</td>
<td>162 67% 0.58 2 33% 0.29 0</td>
<td>6.98 24 58% 4.03 14 42% 2.90 14</td>
</tr>
<tr>
<td>Santa Rosa</td>
<td>3.464</td>
<td>ksf</td>
<td>10/1/2020</td>
<td>General Urban/Suburban</td>
<td>87.43</td>
<td>136 50% 0.29 1 50% 0.29 1</td>
<td>7.53 26 54% 4.05 14 46% 3.47 17</td>
</tr>
<tr>
<td>3.464</td>
<td>ksf</td>
<td>10/2/2020</td>
<td>General Urban/Suburban</td>
<td>92.07</td>
<td>318 55% 1.74 6 45% 1.45 5</td>
<td>6.66 23 48% 3.18 11 52% 3.47 12</td>
<td></td>
</tr>
<tr>
<td>Dispensary 7</td>
<td>2.5</td>
<td>ksf</td>
<td>9/30/2020</td>
<td>General Urban/Suburban</td>
<td>21.60</td>
<td>54 0.00 0 0.00 0 0 0.00 0</td>
<td>2.80 7 71% 2.00 0 29% 0.80 02</td>
</tr>
<tr>
<td>Napa</td>
<td>2.5</td>
<td>ksf</td>
<td>10/1/2020</td>
<td>General Urban/Suburban</td>
<td>22.40</td>
<td>56 0.00 0 0.00 0 0 0.00 0</td>
<td>2.00 5 60% 1.70 5 40% 0.80 02</td>
</tr>
<tr>
<td>2.5</td>
<td>ksf</td>
<td>10/2/2020</td>
<td>General Urban/Suburban</td>
<td>21.60</td>
<td>54 0.00 0 0.00 0 0 0.00 0</td>
<td>2.00 5 60% 1.70 5 40% 0.80 02</td>
<td></td>
</tr>
<tr>
<td>AVERAGE</td>
<td>21.07</td>
<td></td>
<td></td>
<td></td>
<td>3.33</td>
<td>59% 3.37 41% 3.47</td>
<td></td>
</tr>
<tr>
<td>ITE RATES (LUI#882) -</td>
<td>252.70</td>
<td></td>
<td></td>
<td></td>
<td>21.83</td>
<td>50% 10.92 50% 10.92</td>
<td></td>
</tr>
<tr>
<td>AVERAGE LOCAL RATES</td>
<td>85.12</td>
<td></td>
<td></td>
<td></td>
<td>21.27</td>
<td>53% 10.84 47% 10.43</td>
<td></td>
</tr>
</tbody>
</table>
## Roadway Segment Collision Rate Worksheet

### 300 Railroad Ave FTIS

**Location:** Railroad Ave between Sunset Ave and Blossom Ave

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

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

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

- **Segment Length:** 0.4 miles  
- **Direction:** East/West

### Collision Rate

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

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

### Study Segment and Statewide Average

<table>
<thead>
<tr>
<th>Study Segment</th>
<th>Collision Rate</th>
<th>Fatality Rate</th>
<th>Injury Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.66 c/mvm</td>
<td>0.0%</td>
<td>16.7%</td>
</tr>
<tr>
<td>Statewide Average*</td>
<td>2.09 c/mvm</td>
<td>1.0%</td>
<td>39.2%</td>
</tr>
</tbody>
</table>

### Notes

- **ADT** = average daily traffic volume  
- **c/mvm** = collisions per million vehicle miles  
- *2016 Collision Data on California State Highways, Caltrans
Turn Lane Warrant Analysis - Tee Intersections

Direction of Analysis Street: East/West

<table>
<thead>
<tr>
<th>Railroad Avenue</th>
<th>Railroad Avenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Through Volume</td>
<td>179,500 veh/hr</td>
</tr>
<tr>
<td>Right Turn Volume</td>
<td>6,000 veh/hr</td>
</tr>
</tbody>
</table>

Cross Street Intersect: From the North

<table>
<thead>
<tr>
<th>Railroad Avenue</th>
<th>Railroad Avenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Through Volume</td>
<td>353,750 veh/hr</td>
</tr>
<tr>
<td>Left Turn Volume</td>
<td>13,000 veh/hr</td>
</tr>
</tbody>
</table>

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

Project Driveway

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

Westbound Right Turn Lane Warrants
1. Check for right turn volume criteria

Thresholds not met, continue to next step

2. Check advance volume threshold criteria for turn lane
   Advancing Volume Threshold AV = 1005.1
   Advancing Volume Va = 185
   If AV<Va then warrant is met No

Right Turn Lane Warranted: NO

Westbound Right Turn Taper Warrants
(evaluate if right turn lane is unwarranted)
1. Check taper volume criteria

NOT WARRANTED - Less than 20 vehicles

2. Check advance volume threshold criteria for taper
   Advancing Volume Threshold AV =
   Advancing Volume Va = 185
   If AV<Va then warrant is met

Right Turn Taper Warranted: NO

Eastbound Left Turn Lane Warrants

Percentage Left Turns % 3.6 %
Advancing Volume Threshold AV 1124 veh/hr
If AV<Va then warrant is met

The right turn lane and taper analysis is based on work conducted by Cottrell in 1981.
The left turn lane analysis is based on work conducted by M.D. Harmelink in 1967, and modified by Kikuchi and Chakroborty in 1991.
Turn Lane Warrant Analysis - Tee Intersections

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

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

Railroad Avenue

<table>
<thead>
<tr>
<th>Westbound Volumes (veh/hr)</th>
<th>Eastbound Volumes (veh/hr)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Through Volume = 395</td>
<td>Through Volume = 765</td>
</tr>
<tr>
<td>Right Turn Volume = 6</td>
<td>Left Turn Volume = 13</td>
</tr>
</tbody>
</table>

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

Project Driveway

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

Westbound Right Turn Lane Warrants
1. Check for right turn volume criteria

Thresholds not met, continue to next step

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

Right Turn Lane Warranted: NO

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

1. Check taper volume criteria

NOT WARRANTED - Less than 20 vehicles

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

Right Turn Taper Warranted: NO

Eastbound Left Turn Lane Warrants

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

The right turn lane and taper analysis is based on work conducted by Cottrell in 1981.
The left turn lane analysis is based on work conducted by M.D. Harmelink in 1967, and modified by Kikuchi and Chakraborty in 1991.
ORDINANCE NO. 768

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, AMENDING CHAPTER 18.49 (CANNABIS REGULATORY PROGRAM) OF THE SUISUN CITY CODE TO REGULATE COMMERCIAL CANNABIS OPERATIONS AND PERSONAL CANNABIS CULTIVATION IN THE CITY OF SUISUN CITY, AND FINDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, in 1996 California voters approved Proposition 215, the Compassionate Use Act (“CUA”), codified as Health and Safety Code §11362.5, to exempt certain patients and their primary caregivers from criminal liability under state law for the possession and cultivation of cannabis for medical purposes; and

WHEREAS, in 2003 the California legislature enacted Senate Bill 420, the Medical Marijuana Program Act (“MMPA”), codified as Health & Safety Code §§ 11362.7, et seq., and as later amended, to clarify the scope of the Compassionate Use Act of 1996 relating to the possession and cultivation of cannabis for medical purposes, and to authorize local governing bodies to adopt and enforce laws consistent with its provisions; and

WHEREAS, in 2015, the State of California adopted AB 266, AB 243, and SB 643, collectively referred to as the Medical Cannabis Regulation and Safety Act (“MCRSA”), which established a comprehensive regulatory and licensing scheme for commercial medical cannabis operations; and

WHEREAS, at the November 8, 2016 general election, the Control, Regulate and Tax Adult Use of Marijuana Act (“AUMA”) was approved by California voters as Proposition 64, which established a comprehensive regulatory and licensing scheme for commercial recreational (adult-use) cannabis operations, and which also legalized limited personal recreational cannabis use, possession, and cultivation; and

WHEREAS, on June 27, 2017, Governor Brown signed Senate Bill 94, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), which merged the regulatory regimes of the MCRSA and the AUMA; and

WHEREAS, pursuant to the MAUCRSA, the State of California began issuing licenses late 2017 and early 2018 for both medical and adult-use cannabis businesses in over 20 different categories, which are found in Business & Professions Code § 26050 and the regulations promulgated pursuant thereto, and which categories include cannabis cultivator, manufacturer, testing, retailer, distributor, and microbusiness; and

WHEREAS, the MAUCRSA, at Business & Professions Code § 26200(a)(1), provides that local jurisdictions may completely prohibit the establishment or operation of any or all of the different medical and recreational business operations to be licensed by the state under Business & Professions Code § 26050; and
WHEREAS, the MAUCRSA, at Business & Professions Code § 26055(d), provides that a State commercial cannabis license may not be issued to an applicant whose operations would violate the provisions of any local ordinance or regulation; and

WHEREAS, the MAUCRSA, at Business & Professions Code Section 26200(a)(1), provides that local jurisdictions may adopt and enforce local ordinances to regulate any or all of the 20 different medical and recreational business operations to be licensed by the state under Business & Professions Code Section 26050, including, but not limited to, local zoning and land use requirements; and

WHEREAS, the MAUCRSA, at Business & Professions Code Section 26201, provides that any standards, requirements, and regulations regarding health and safety, environmental protection, testing, security, food safety, and worker protections established by the state for the different medical and recreational business operations to be licensed by the state under Business & Professions Code Section 26050, shall be the minimum standards, and a local jurisdiction may establish additional standards, requirements, and regulations; and

WHEREAS, the AUMA, Health & Safety Code § 11362.1(a)(3), makes it lawful for any person 21 years of age or older to “[p]ossess, plant, cultivate, harvest, dry, or process not more than six living cannabis plants and possess the cannabis produced by the plants”; and

WHEREAS, the AUMA, Health & Safety Code § 11362.2(b), explicitly allows a city to “enact and enforce reasonable regulations to reasonably regulate” the cultivation of cannabis permitted under Health & Safety Code § 11362.1(a)(3), so long as the city does not completely prohibit the cultivation of up to six plants; and

WHEREAS, on November 16, 2017, the California Bureau of Cannabis Control (“BCC”), Department of Food and Agriculture (“CDFA”), and Department of Public Health (CDPH”) released proposed emergency regulations pursuant to the MAUCRSA, which specify the process and requirements for obtaining state licenses to engage in all types of commercial medicinal and adult-use cannabis activities in the State of California (“Regulations”); and

WHEREAS, the Regulations establish multiple new state license classifications, additional to those specified in Business & Professions Code § 26050, including one for “Non-Storefront Retailers,” or commercial cannabis operations which conduct sales of cannabis solely by delivery; and

WHEREAS, the Regulations were submitted to the State Office of Administrative Law (“OAL”) for review on November 28, 2017, and were subject to a public comment period that ended on December 4, 2017; and

WHEREAS, the Regulations were approved by the OAL on December 7, 2017; and

WHEREAS, the BCC began accepting applications for temporary state licenses for commercial cannabis retailers, distributors, microbusinesses, testing laboratories, and cannabis events in December, 2017, and is now accepting annual state licenses for such activities; and
WHEREAS, the CDPH began accepting applications for temporary state licenses for commercial cannabis manufacturers in December, 2017, and is now accepting applications for annual state licenses for such activities; and

WHEREAS, the CDFA began accepting applications for temporary state licenses for commercial cannabis cultivators, nurseries and processors in December, 2017, and is now accepting applications for annual state licenses for such activities; and

WHEREAS, the City of Suisun City ("City") is a general law city and a political subdivision of the State of California; and

WHEREAS, Article XI, Section 7 of the California Constitution grants the City authority to make and enforce all local, police, sanitary, and other ordinances and regulations not in conflict with general laws.

WHEREAS, the City Council of Suisun City now desires to permit and regulate various types of commercial medicinal and adult-use cannabis activities, and to prohibit others, within the City of Suisun City; and

WHEREAS, pursuant to the above-described express statutory authority and the City’s police power, the City now desires to regulate all commercial cannabis activities (whether not-for-profit or for-profit) that may otherwise be permitted by the State of California under the AUMA and the MAUCRSA, by adding a new Chapter 18.49 ("Cannabis Regulatory Program") to the Suisun City Code to regulate commercial medicinal and adult-use cannabis activities and the cultivation of cannabis for personal use; and

WHEREAS, this ordinance is enacted, consistent with the CUA, MCRSA, MAUCRSA, AUMA and all other applicable state laws, to protect the health, safety, and welfare of the public in relation to commercial medicinal and adult-use cannabis activities and to cultivation of cannabis for personal use; and

WHEREAS, the City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA"), pursuant to both Section 26055(h) of the Business & Professions Code and Section 15061(b)(3) of the CEQA Guidelines; and

WHEREAS, nothing in this Ordinance shall be construed to allow any person to engage in conduct that endangers others or causes a public nuisance; and

WHEREAS, in November of 2017, the City adopted Ordinance No. 745, which added Chapter 5.42 ("Marijuana Uses and Activities Prohibited") to the Suisun City Code to prohibit all commercial cannabis activities in the City, and which provided that it shall expire on July 1, 2018; and

WHEREAS, Chapter 18.59 ("Prohibited Businesses") of the Suisun City Code prohibits the establishment and operation of businesses involving the cultivation, sale, delivery or distribution of cannabis other than personal cultivation and use of cannabis for medicinal purposes as permitted by the Compassionate Use Act of 1996 ("CUA") and the AUMA; and

WHEREAS, the subject matter of Suisun City Code Chapters 5.42 and 18.59 is superseded by this Ordinance, and the City Council therefore sees fit to repeal Chapters 5.42
and 18.59 of the Suisun City Code in their entirety in order to avoid conflicts and inconsistencies in the Suisun City Code; and

WHEREAS, the Planning Commission of the City of Suisun City did hold a duly noticed public hearing on April 30, 2018 and, following discussion, consideration and public comment, voted 6-0 (one absent) in favor of recommending that the City Council adopt this Ordinance; and

WHEREAS, all legal pre-requisites to adoption of this Ordinance have occurred; and

WHEREAS, nothing in this Ordinance shall be construed to allow any person to engage in conduct that endangers others or causes a public nuisance.

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

SECTION 1. THE CITY COUNCIL OF THE CITY OF SUISUN CITY HEREBY MAKES THE FOLLOWING FINDINGS:

A. The recitals set forth above are all true and correct and are incorporated herein.

B. The regulation of, and prohibitions on, commercial cannabis activities established by this ordinance are necessary to protect the public health, safety and welfare, and are enacted pursuant to the authority granted to the City of Suisun City by state law.

C. The regulations of personal cultivation of cannabis established by this Ordinance are reasonable and necessary to protect the public health, safety and welfare, and are enacted pursuant to the authority granted to the City of Suisun City by state law.

SECTION 2. A new Chapter 18.49, "CANNABIS REGULATORY PROGRAM," is hereby added to the SUISUN City Code to read in its entirety as follows:

SECTION 3.

<table>
<thead>
<tr>
<th>Chapter 18.49</th>
<th>CANNABIS REGULATORY PROGRAM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 18.49.010</td>
<td>Purpose and Intent.</td>
</tr>
<tr>
<td>Section 18.49.020</td>
<td>Definitions.</td>
</tr>
<tr>
<td>Section 18.49.030</td>
<td>Commercial Cannabis Operations Prohibited without Permit.</td>
</tr>
<tr>
<td>Section 18.49.040</td>
<td>Prohibited Types of Commercial Cannabis Operations.</td>
</tr>
<tr>
<td>Section 18.49.050</td>
<td>Permitted Types of Commercial Cannabis Operations.</td>
</tr>
<tr>
<td>Section 18.49.060</td>
<td>Cannabis Business Zone; Establishment and Criteria.</td>
</tr>
<tr>
<td>Section 18.49.070</td>
<td>Cannabis Business Zone Development Agreements.</td>
</tr>
<tr>
<td>Section 18.49.080</td>
<td>Commercial Cannabis Business Permit Required for All Commercial Cannabis Operations.</td>
</tr>
<tr>
<td>Section 18.49.090</td>
<td>Application for Commercial Cannabis Business Permit.</td>
</tr>
<tr>
<td>Section 18.49.100</td>
<td>Director Review of Application for Commercial Cannabis Business Permit.</td>
</tr>
</tbody>
</table>

Section 18.49.120  City Council Review of Application for Commercial Cannabis Business Permit.

Section 18.49.130  Continuing Obligations of Commercial Cannabis Operations.

Section 18.49.140  Renewal of Commercial Cannabis Business Permit.

Section 18.49.150  General Operating Standards and Restrictions.

Section 18.49.160  Commercial Cannabis Retailer (Storefront and Non-Storefront): Establishment, Operating Standards and Restrictions.

Section 18.49.170  Commercial Cannabis Distribution Operating Standards and Restrictions.

Section 18.49.180  Commercial Cannabis Manufacturing Operating Standards and Restrictions.

Section 18.49.190  Commercial Cannabis Testing Operating Standards and Restrictions.

Section 18.49.200  Commercial Cannabis Cultivation Operating Standards and Restrictions.

Section 18.49.210  Application Fees.

Section 18.49.220  Commercial Cannabis Business Permit Suspension and Revocation.

Section 18.49.230  Cultivation of Cannabis for Personal Use.

Section 18.49.240  Administration.

Section 18.49.250  Violations and Penalties.

Section 18.49.260  Prohibitions.

Section 18.49.270  Nonconforming Use.

Section 18.49.010  Purpose and Intent.

The purpose and intent of this chapter is to protect and promote the public health, safety and welfare of residents and visitors of the City by establishing a comprehensive set of regulations and prohibitions regarding various types of commercial medicinal and adult-use cannabis activities and the cultivation of cannabis for personal use in the City, in a manner that is consistent with the Compassionate Use Act of 1996, the Medical Marijuana Program Act of 2003, the Medical Cannabis Regulation and Safety Act of 2015, the Adult-Use of Marijuana Act of 2016, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and other applicable state laws governing cannabis activities.

Section 18.49.020  Definitions.

As used in this chapter, the following words and phrases shall have the following meanings:

A. “Adult-use” (or non-medicinal) refers to an activity involving cannabis or cannabis products that is restricted to adults 21 years of age and over and who do not possess physician’s recommendations, in contrast to activities involving medicinal cannabis or medicinal cannabis products.
B. “Applicant” means a person applying for any City permit or approval pursuant to this chapter.

C. “Application” means an application for a commercial cannabis business permit pursuant to this chapter.

D. “Cannabis” means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

E. “Cannabis Business Zone” or “CBZ” refers to an overlay zoning designation that is intended to facilitate the use and development of property for commercial cannabis activities on non-residential-zoned land within the City, subject to section 18.49.060 and other applicable provisions of this chapter.

F. “Cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this chapter. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health & Safety Code, or a drug, as defined by Section 109925 of the Health & Safety Code.

G. “Cannabis products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

H. “CDTFA” means the California Department of Tax and Fee Administration, formerly known as the Board of Equalization.

I. “City Manager” means the City Manager of the City of Suisun City, or his or her designee(s).

J. “Commercial cannabis activity” or “commercial cannabis operation” includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale (including retail and wholesale) of cannabis and cannabis products, except cultivation and possession of cannabis for personal use as set forth in this chapter or as preempted by state law.
K. “Commercial cannabis business permit” means a permit issued by the City pursuant to this Chapter which authorizes the permittee to operate a specific type of commercial cannabis operation in the City subject to the requirements of this chapter, state law, and the specific terms and conditions of the permit.

L. “Consumption cafe/lounge,” for the onsite retail sale and consumption of cannabis or cannabis products.

M. “CSF” means the City’s Commercial Services Fabrication Zone.

N. “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading or trimming of cannabis.

O. “Cultivation site” means a location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of these activities occurs.

P. “Day care center” means, as the term is understood in Business & Professions Code Section 26001(o), as may be amended, any child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities, and school age child care centers.

Q. “Delivery” means the commercial transfer of cannabis or cannabis products to a customer, and includes the use by a retailer of any technology platform.

R. “Director” means the City Manager of the City of Suisun City, or his or her designee(s).

S. “Distribution” means the procurement, sale and transport of cannabis and cannabis products between persons possessing state licenses.

T. “Employee” means any person, whether paid or unpaid, who provides regular labor or regular services for a commercial cannabis operation, including, but not limited to, at the location of a commercial cannabis operation. The term “employee” includes managers and owners as used in this chapter.

U. “Extraction” means the process of obtaining cannabis concentrates from cannabis plants, including but not limited to through the use of solvents such as butane, alcohol or carbon dioxide.

V. “Ground lease” means a real property lease whereby the lessee is authorized to undertake significant development or make significant improvements to the leased property.

W. “Indoor,” in the context of cultivation, refers to cultivation using exclusively artificial lighting and no natural lighting.
X. “License” or “State license” means a State of California commercial cannabis operation license, as provided for in Division 10 of the Business and Professions Code (and attendant state regulations), and as may be amended.

Y. “Live scan” means a system for inkless electronic fingerprinting and the automated background check developed by the California Department of Justice (DOJ) which involves digitizing fingerprints and electronically transmitting the fingerprint image data along with personal descriptor information to computers at the DOJ for completion of a criminal record check; or such other comparable inkless electronic fingerprinting and automated background check process as determined by the City Council.

Z. “Manager” means an employee responsible for management and/or supervision of a commercial cannabis operation or its employees.

AA. “Manufacture” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

BB. “Manufacturer” means a licensee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container; “Manufacturer” includes the activity of manufacturing.

CC. “Medicinal cannabis” or “medicinal cannabis product” means cannabis or a cannabis product used in compliance with state law for medical/medicinal purposes, pursuant to the Compassionate Use Act (Health and Safety Code § 11362.5), the Medical Marijuana Program Act (Health and Safety Code §§ 11362.7, et seq.), and the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Business and Professions Code §§ 26000, et seq.).

DD. “Minor” means a person under twenty-one (21) years of age.

EE. “Mixed-light” refers to cultivation using a combination of natural and supplemental artificial lighting.

FF. “Non-storefront retailer” means a retailer operating pursuant to a Type 9 State license and which engages in the retail sale of cannabis and cannabis products exclusively by delivery.

GG. “Owner” means an owner of a commercial cannabis operation.

HH. “Person” includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver,
syndicate, or any other group or combination acting as a unit, and includes the plural as well as the singular.

II. "Physician's recommendation" means a determination from a physician that a patient's medicinal cannabis use is deemed appropriate and is recommended by the physician on the basis of the physician has determined that the patient's health would benefit from the use of cannabis in the treatment of cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other illness for which cannabis provides relief, in strict accordance with the Compassionate Use Act of 1996 (Proposition 215), and as understood by Section 11362.5 of the Health and Safety Code.

JJ. "Premises" means the designated structure or structures and the surrounding land that is owned, leased, or otherwise held under the control of an applicant or permittee where commercial cannabis activity will be or is conducted.

KK. "Primary caregiver" has the same meaning as in Section 11362.7 of the Health and Safety Code, as may be amended.

LL. "Private residence" has the same meaning as in 11362.2(b)(5) of the Health and Safety Code, as may be amended, which provides that private residence "means a house, an apartment unit, a mobile home, or other similar dwelling."

MM. "Qualified patient" has the same meaning as in Section 11362.7 of the Health and Safety Code, as may be amended.

NN. "Retailer" means a cannabis business that engages in the retail sale of cannabis or cannabis products to customers, whether by delivery or from a storefront. "Retailer" includes "storefront retailer" and "non-storefront retailer."

OO. "RFA" means "request for applications."

PP. "School" means, as the term is understood in Business & Professions Code Section 26054(b), as may be amended, as a place of instruction in kindergarten or any grades 1 through 12.

QQ. "Simple lease" means a real property lease which does not authorize the lessee to undertake significant development of, or make significant improvements to, the leased property.

RR. "State" means the State of California.

SS. "Storefront retailer/dispensary" means a retailer operating pursuant to a Type 10 State License and engaging in the retail sale of cannabis and cannabis products to walk-in customers from a storefront, commonly referred to as a dispensary. Storefront retailers may also engage in the retail sale of cannabis and cannabis products by delivery.
TT. “Testing laboratory” or “testing” means a laboratory, facility, or entity in the State that offers or performs tests of cannabis or cannabis products; includes the activity of laboratory testing.

UU. “Youth center” means, as the term is understood in Business & Professions Code Section 26001(av), as may be amended, any public or private facility that is primarily used to host recreational or social activities for minors, including but not limited to private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.

Section 18.49.030 Commercial Cannabis Operations Prohibited without Permit.

It shall be unlawful to own, establish, operate, use or permit the establishment or activity of a commercial cannabis operation, or to participate in commercial cannabis operations as an employee, contractor, agent, volunteer, or in any manner or capacity, unless such operation is: (1) pursuant to a current and valid City of Suisun City commercial cannabis business permit issued pursuant to this chapter; (2) pursuant to an equivalent State license for the type of commercial cannabis operation being conducted, pursuant to Division 10 of the Business & Professions Code, as amended, and applicable State regulations promulgated pursuant thereto; and (3) in compliance all the other applicable requirements of this chapter. The prohibition of this section shall include renting, leasing, or otherwise permitting a commercial cannabis operation to occupy or use a location, vehicle, or other mode of transportation.

Section 18.49.040 Prohibited Types of Commercial Cannabis Operations.

A. Commercial cannabis operations (including non-profit operations) within the City which involve the activities of outdoor cultivation and microbusiness are prohibited in the City. This prohibition includes, but is not limited to, commercial cannabis activities licensed by the State license classifications listed below, as provided for in Business & Professions Code Section 26050 and applicable State regulations:

1. Type 1 = Cultivation; Specialty Outdoor; Small.
2. Type 1C = Cultivation; Specialty Cottage; Small.
3. Type 2 = Cultivation; Outdoor; Small.
4. Type 3 = Cultivation; Outdoor; Medium.
5. Type 5 = Cultivation; Outdoor; Large.

B. Except as otherwise expressly provided in this chapter, the prohibition provided by subsection (A) includes any similar activities authorized under new or revised State licenses, or any other State authorization, for any type, category, or classification of commercial cannabis activities which involve the above-referenced activities or similar operations (including non-profit, collective or cooperative operations.)
Section 18.49.050 Permitted Types of Commercial Cannabis Operations.

A. Commercial cannabis operations (including non-profit operations) within the City, which comprise the activities of indoor cultivation, mixed-light cultivation, retailer, non-storefront retailer, manufacturer, testing or distributor are allowed subject to issuance and maintenance of a valid and current City-issued commercial cannabis business permit, continuing compliance with this chapter and all other applicable City and State laws and regulations, and issuance and maintenance of a valid and current State license of a type listed below, as provided for in Business & Professions Code Section 26050 and applicable State regulations:

1. Type 1A = Cultivation; Specialty Indoor; Small.
2. Type 1B = Cultivation; Specialty Mixed-Light; Small.
3. Type 2A = Cultivation; Indoor; Small.
4. Type 2B = Cultivation; Mixed-Light; Small.
5. Type 3A = Cultivation; Indoor; Medium.
6. Type 3B = Cultivation; Mixed-Light; Medium.
7. Type 4 = Cultivation; Nursery.
8. Type 5A = Cultivation; Indoor; Large.
9. Type 5B = Cultivation; Mixed-Light; Large.
10. Type 6 = Manufacturer 1 (extractions using mechanical methods or nonvolatile solvents).
11. Type 7 = Manufacturer 2 (extractions using volatile solvents).
12. Type N = Manufacturer (no extractions, pursuant to 17 CCR § 40118, and as may be amended).
13. Type P = Manufacturer (packaging and labeling only, pursuant to 17 CCR § 40118, and as may be amended).
14. Type 8 = Testing Laboratory.
15. Type 9 = Non-Storefront Retailer (by delivery only, pursuant to 16 CCR § 5414, and as may be amended).
16. Type 10 = Retailer.
17. Type 11 = Distributor.
18. Type 12 = Microbusiness
19. Type 13 = Distributor (transport only, pursuant to 16 CCR § 5315, and as may be amended).
20. Cultivation License Types for Indoor or Mixed-Light pursuant to 3 CCR § 8201, and as may be amended).
21. Type 14 = Consumption cafe/lounge

B. The requirements provided by above subsection (A) apply to any similar activities authorized under new or revised State licenses, or any other State authorization, to allow any type, category, or classification of commercial cannabis activities which involve the above-referenced activities or similar operations (including non-profit, collective or cooperative operations.)
C. All permitted commercial cannabis uses, with the exception of a storefront retailer, must operate within a Cannabis Business Zone pursuant to Sections 18.49.060 and 18.49.070. Storefront retailers are limited to three within the City limits and restricted to the CSF Zone pursuant to Section 18.49.160.

Section 18.49.060 Cannabis Business Zone; Establishment and Criteria.

A. No commercial cannabis operation or activity, other than a storefront retailer pursuant to Section 18.49.160, shall be permitted to operate anywhere in the City other than in a Cannabis Business Zone.

B. The Cannabis Business Zone is an overlay zoning designation that is intended to facilitate the use and development of property for commercial cannabis activities on non-residential-zoned land within the City.

C. Establishment of a Cannabis Business Zone does not limit, reduce, or alter the uses allowed pursuant to the base zoning designation of any property or area to which it applies.

D. Under no circumstances shall any property or area located within residential zones (RL, RM, RH1, RH2, RMU) or within the Waterfront District Specific Plan (RLD, RMD, HR, RHD, HLC) receive a Cannabis Business Zone designation.

E. Under no circumstances shall any area located within 600 feet of a school, day care center or youth center receive a Cannabis Business Zone designation. If a property or area is located within 1,000 feet of an established Cannabis Business Zone, the property or area shall not be designated as a separate Cannabis Business Zone. Distances shall be measured as the shortest horizontal distance measured in a straight line from the property line of one site to the property line of another site.

F. Application Submittal and Review

1. CBZ designations and modifications shall be initiated, and review and action related to CBZ designations shall be conducted, in accordance with the procedure set forth in Chapter 18.82 (Amendments) of the Suisun City Code.

2. Notwithstanding the foregoing, for CBZ designations or modifications initiated by one or more property owners, the initiating document shall be in the form of a City-provided application, in lieu of a verified petition as provided for in section 18.82.020(A). The application for designation or modification of a CBZ shall be accompanied by a fee set by resolution of the City Council.
3. For CBZ designations or expansions initiated by application, if there is more than one holder of a legal or equitable ownership interest in property located in the area subject to the proposed CBZ designation or expansion, each such property owner shall consent to the CBZ designation or expansion over his or her property. If such property owner does not so consent, his or her property shall not become subject to the CBZ. Consent shall be evidenced by a property owner’s status as a joint applicant for the CBZ designation or expansion, or via submission of a signed and notarized consent form from a non-applicant property owner, submitted with the application, consenting to inclusion of his or her property within a CBZ.

4. In addition to all submittal requirements identified within Chapter 18.82 of the Suisun City Code, applicants shall provide information as requested to facilitate City review of the CBZ, as determined by the Director. Such information may include, but not be limited to:

a. Conceptual layout of development within the CBZ.

b. Description of proposed uses, including but not limited to the percentage of use or development by the various permitted cannabis business types described in Section 18.49.050.

c. Anticipated number of jobs to be created.

d. General statement of design, including perimeter security, landscaping and typical architectural character.

G. Criteria for Review

a. It is the City’s expectation that development and operation of businesses within Cannabis Business Zones will be designed and operated in a manner that generally benefits the residents of Suisun City. Such benefits may arise from direct creation of new jobs, creation of ancillary and related jobs, contributions toward the construction of key infrastructure projects, contributions of revenue to the City to support key community priorities, or other measures as proposed and determined appropriate by the applicant.

b. In reviewing an application for a CBZ, the City Council shall find that the proposed cannabis uses will not adversely impact the existing community. Potential adverse impacts include, but are not limited to, increases in criminal activity and the creation of nuisances, including but not limited to detrimental odors and emissions.

H. Development Agreement. Due to the complexity of implementing development within a Cannabis Business Zone, in order to define the interests of the City, Cannabis Business Zone applicants, and commercial cannabis business permit applicants, and to further the overall public health, safety and welfare of the
residents of the City, holders of legal or equitable interests in land located within the Cannabis Business Zone are subject to development agreement obligations as set forth in Section 18.49.070.

Section 18.49.070 Cannabis Business Zone Development Agreements.

A. Development Agreement Requirements.

1. Each applicant for establishment of a Cannabis Business Zone pursuant to Section 18.49.060, concurrently with CBZ application review, shall apply for and negotiate, in good faith, terms of a development agreement to guide subsequent development and operation of cannabis-related uses within the CBZ. Prior to commencement of any commercial cannabis operations or issuance of any certificate of occupancy for such operations within the CBZ, the City and the CBZ applicant shall execute an appropriate development agreement pursuant to this section. All real property located within the CBZ in which the CBZ applicant holds a legal or equitable interest, greater than a simple lease, shall be subject to the development agreement.

2. The development agreement shall set forth the terms and conditions under which the subject commercial cannabis operation(s) will operate, which may, in addition to the requirements of this chapter, include, but not be limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare of the residents of the City. The procedures for development agreements shall comply with this chapter, Suisun City Code Chapter 18.70, and Article 2.5 of Chapter 4 of Division 1 of Title 7 of the California Government Code.

3. If any real property located within a CBZ is at any time owned by persons other than the CBZ applicant, such owners shall be subject to the same obligations, set forth in subparagraph (A)(1), as the CBZ applicant, except as otherwise stated in this section.

4. Term Limits; Renewal. The maximum term for any development agreement entered into pursuant to this section be until revoked in accordance with the provisions of Section 65865.1 of the Government Code. A ministerial annual review shall be made to check for compliance or at an earlier date if exigent circumstances arise. A development agreement may remain in effect for an unlimited number of consecutive terms. All development agreements shall be subject to compliance with the periodic review requirements of Government Code Section 65865.1. However, the timing of any renewal may be made to coincide with a successful periodic review.

B. Development Agreement Filing Requirements.

1. Only qualified applicants, as defined in Section 18.49.100(D), may apply to enter into a development agreement pursuant to this section.
2. The Director shall prescribe the form for each application, notice and other documents provided for or required under this section for the preparation and implementation of development agreements. The applicant shall complete and submit such an application form to the Director, along with a deposit for the estimated direct and indirect costs of processing the development agreement. The applicant shall deposit any additional amounts for all costs and fees to process the development agreement, including all legal fees, within fifteen (15) days of request by the Director. Upon either completion of the application process or withdrawal of the application, the City shall refund any remaining deposited amounts in excess of the costs of processing.

3. The Director shall require an applicant to submit such information and supporting data as the Director considers necessary to process the application, including but not limited to a community benefit assessment to evaluate the benefits the development agreement will provide to the community.

C. Processing and Requirements.

1. The Director shall endorse on the application the date it is received. An application or related document shall not be complete until an estimated deposit (as estimated by the City) for the cost of processing has been paid to the City. If within thirty (30) days of receiving the application the Director finds that all required information has not been submitted or the application is otherwise incomplete or inaccurate, the processing of the application and the running of any time limits shall be suspended upon written notice to the applicant and a new thirty (30) day period shall commence once the required material is received by the Director. If the Director finds that the application is complete for filing, it shall be accepted for filing and the applicant so notified. The Director shall review the application and determine the additional requirements necessary to complete final processing of the agreement. After receiving the required information and determining the application to be complete for processing, the Director shall prepare a staff report and recommendation to the Planning Commission and City Council stating whether or not the agreement as proposed or in an amended form would be consistent with policies of the City, this chapter, and any applicable general or specific plan.

2. Notice of a hearing regarding the development agreement shall be given by the Director and shall comply with the requirements of Section 65867 of the California Government Code, as may be amended, as well as in the manner set forth in Suisun City Code Section 18.70.110.

3. The Planning Commission shall review the proposed development agreement and provide a recommendation to the City Council to approve, approve with modifications or deny the proposed development agreement. If the Planning Commission fails to take action within sixty (60) days of opening the hearing on
the matter, such failure shall be deemed to constitute a recommendation of denial
to the City Council unless the applicant has requested an extension of time, either
in writing or on the record, which has been approved by the Planning
Commission prior to the running of the sixtieth day.

4. The proposed development agreement shall be set for hearing and consideration
before the Council within sixty (60) days of the recommendation of the Planning
Commission, unless the applicant agrees in writing to an extension of time with
the Director prior to the matter being heard by the Council.

5. Within ten (10) calendar days after the City enters into the development
agreement, the City Clerk should have the agreement recorded with the County
Recorder. If the parties to the agreement or their successors in interest amend or
cancel the agreement as provided in Section 65868 of the California Government
Code, or if the City terminates or modifies the agreement as provided in Section
65865.1 of the California Government Code for failure of the applicant to
comply in good faith with the terms or conditions of the agreement, the City
Clerk shall have notice of such action recorded with the County Recorder.

D. Required Findings for Approval Development Agreement.

After the City Council completes the public hearing, the Council may not
approve the development agreement unless it finds that the provisions of the agreement:

1. Are consistent with the goals, objectives, and policies of the general plan and
   any applicable specific plan;

2. Are compatible with the uses authorized in and the regulations prescribed for
   the zoning district in which the real property is located;

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

4. Are not detrimental to the public health, safety, or general welfare;

5. Comply with the California Environmental Quality Act;

6. Will not adversely affect the orderly development of property or the preservation
   of property values in the City; and

7. Provide for a reasonable penalty for any violation of the development
   agreement.
E. Transfer of Development Agreements.

1. If a party to a development agreement pursuant to this section transfers title to any real property that is subject to the development agreement or any term or obligation thereof, then the transferor shall assign, and the transferee shall assume, the terms and obligations of the development agreement that are applicable to the transferred real property, unless the transferor, by the terms of the transfer, agrees to retain such obligations. Transferee shall meet all the requirements asked of applicants.

2. No assignment or assumption of any development agreement, or any term or obligation thereof, shall be valid without the prior written consent of the City Council, and then only upon presentation of evidence demonstrating that the transferee has the experience, expertise, financial strength, and resources to perform its obligations under the agreement, in addition to compliance with any transfer conditions or obligations set forth in the agreement.

3. No permit or entitlement authorizing the transferee to engage in commercial cannabis activity on the transferred real property shall issue until such assignment and assumption has been executed and consented to by the City in accordance with subparagraph (E)(2), unless the transferor has agreed to retain the obligations under the development agreement by the terms of the transfer, and the transferee has demonstrated the same to the City.

4. Notwithstanding any other provision of this section, if the transferee will not engage in or authorize commercial cannabis activity on the property, the transferee shall be exempt from all provisions of the development agreement that accrue specific benefits to the City and its residents such as requiring payment of funds to the City by commercial cannabis operations, to the extent such requirements are based on the nature of such operations as commercial cannabis operations. Subject to the foregoing, the assignment and assumption pursuant to subparagraphs (E)(1)-(3) shall be required, but upon expiration of the then-existing term of the development agreement, the transferee shall not be obligated to apply for or enter into a new or renewed development agreement pertaining to the transferred real property.

5. Leases. All real property is subject to a development agreement pursuant to this section.

6. Each assignment and assumption of a development agreement pursuant to this section shall provide for the transferee to be bound by and comply with all terms and conditions of the development agreement, for the remainder of the term thereof, or until the transferee no longer retains a legal or equitable interest in the subject property (except as stated in subparagraph (E)(4)).
7. The assignment and assumption shall be signed, with notary acknowledgment, by a person who is duly authorized to bind the transferor and the transferee. The assignment and assumption shall also be approved by the City Council and executed by a duly authorized representative of the City, acknowledging that the assignment and assumption complies with this section and consenting thereto. Upon full execution and approval of the assignment and assumption, the transferee shall be deemed a party to the development agreement pursuant to this section for all purposes. The fully executed assignment and assumption should be recorded on the subject property within 10 days after its approval and execution.

F. Modifications and Extensions.

1. The provisions of Section 65868 of the California Government Code shall apply for all modifications, extensions or other amendments of the terms of a development agreement subject to this chapter.

2. Either party may propose an amendment or termination of an approved development agreement subject to the following:

a. The procedure for amending or terminating the development agreement is the same as the procedure for entering into an agreement in the first instance.

b. The development agreement may be amended or cancelled only by the mutual consent of the parties, as provided in Section 65868 of the California Government Code.

3. Nothing herein shall limit the City’s ability to terminate or modify the agreement consistent with Section 65865.1 or 65865.3 of the California Government Code as may be amended.

Section 18.49.080 Commercial Cannabis Business Permit Required for All Commercial Cannabis Operations.

A. Prior to commencing any commercial cannabis operation and as a continuing requisite to conducting operations, the owner of a commercial cannabis operation shall obtain a commercial cannabis business permit from the City under the terms and conditions set forth in this chapter in addition to an equivalent, valid and current State license issued pursuant to Division 10 of the Business & Professions Code, as amended.

B. Commercial cannabis business permits issued pursuant to this chapter shall be renewed annually after their date of issuance subject to ministerial review, unless otherwise expressly provided.
C. The issuance of a commercial cannabis business permit shall constitute a revocable privilege and shall not create or establish any vested rights for the development or use of any property.

D. Conditions necessary for the continuing validity of a commercial cannabis business permit include:

1. Strict adherence to each and every applicable requirement of this chapter and Code, as well as any further applicable requirements, including administrative regulations, adopted by the City.

2. Maintaining an equivalent, current and valid State license issued pursuant to Division 10 of the Business & Professions Code, as amended. Revocation, suspension or expiration of a required State license shall automatically invalidate the commercial cannabis business permit.

3. Allowing City code enforcement, fire officials and police officers to conduct reasonable inspections, at the discretion of the City, of the location of the commercial cannabis operation, including but not limited to inspection of security, inventory, and written and electronic records, recordings and files pertaining to the commercial cannabis operation, for the purposes of ensuring compliance with this Code and State law.

4. Maintaining valid and current contact information on file with the City for the owner(s) and manager(s) of the commercial cannabis operation, and that of the legal representative of the operation, if applicable.

E. Commercial cannabis business permits are transferable only if the transferee satisfies all of the requirements for issuance of a new commercial cannabis business permit.

**Section 18.49.090 Application for Commercial Cannabis Business Permit.**

A. The owner of a proposed commercial cannabis operation, prior to commencing operation, shall file an application for a commercial cannabis business permit with the Director upon a form provided by the City, and shall pay a filing fee as established by resolution adopted by the City Council, as may be amended.

B. An application for a commercial cannabis business permit shall include, but not be limited to, the following information:

1. The full name, address, e-mail address, and phone number of the applicant.

2. The street address, assessor’s parcel number, and total square footage of the premises where the commercial cannabis operation will be located, and a description of the characteristics of the area surrounding the premises.
3. If the applicant is not the property owner, a notarized acknowledgment from the property owner consenting to the operation of the proposed commercial cannabis operation on the premises.

4. The full names, addresses, e-mail addresses, and phone numbers of all persons who will be responsible for or who will participate in the management of the proposed commercial cannabis operation.

5. A list of the full names of all management and owners of the proposed commercial cannabis operation, along with any other identifying information requested by the Director.

   a. For each manager and owner identified, a color photocopy of either a valid California Driver's license or equivalent identification approved by the Director.

   b. For each manager and owner identified, and for all owners of the proposed operation, a written and signed consent form provided by the City whereby the employee consents to fingerprinting and a State and federal criminal history background check. At the discretion of the City and in compliance with State law, the City may use live scan to perform criminal background checks.

   c. For each manager and owner identified, a check for payment of the appropriate fees to the City to cover the costs of performing the required criminal history background check.

6. The name, e-mail address and phone number of an employee designated as Community Outreach Manager, who shall be responsible for outreach and communication with the surrounding community.

7. A description of the statutory entity or business form that will serve as the legal structure for the proposed applicant, the ownership structure of the applicant as filed with the California Secretary of State, (e.g. S-corporation, limited liability company, limited liability partnership, etc.), and a copy of all applicable formation and organizing documents for the entity. An applicant that is a foreign corporation shall provide a certificate of qualification issued by the California Secretary of State.

8. The proposed days and hours of operation of the commercial cannabis operation.

9. A scaled site plan, prepared by a licensed civil engineer or architect, of the premises, including at minimum all buildings, structures, driveways, parking lots, landscape areas, and boundaries.
10. A scaled floor plan, prepared by a licensed civil engineer or architect, for each level of each building on the premises, including the entrances, exits, walls and operating areas.

11. A security plan satisfactorily addressing all required security measures identified in Section 18.49.150(H).

12. A transportation plan describing the procedures for safely and securely transporting cannabis and cannabis products and currency to and from the premises.

13. A description of the odor control devices and techniques that will be used to prevent odors from cannabis or cannabis products from becoming detectable off of the premises, in compliance with Section 18.49.150(G).

14. Procedures for identifying, managing, and disposing of litter, waste, and contaminants and hazardous materials pursuant to Section 18.49.150(M)-(N).

15. A business plan, reflecting the capitalization of the proposed business and the degree of training, professionalism and experience of the owner, managers and employees of the proposed business.

16. An operations plan, detailing the operating procedures of the proposed commercial cannabis business, tailored to the specific type of business proposed. Such procedures shall address, without limitation, storage, handling and use of cannabis, cannabis products, and any other materials to be used or contained in the proposed operation, handling of cash, equipment and methods to be used, inventory procedures, lighting, signage and quality control procedures, as applicable.

17. Written authorization to the City to conduct reasonable unannounced inspections of the premises at the discretion of the City, including but not limited to inspection of security, inventory, and written records and files pertaining to the commercial cannabis operation, for the purposes of ensuring compliance with this Code and State law.

18. Evidence of compliance with all operating standards and requirements applicable to the proposed commercial cannabis operation, including but not limited to as provided for by this chapter.

19. Evidence of compliance with all applicable insurance requirements under State and local law, including but not limited to those established by the Director pursuant to Section 18.49.130(A)(1) and 18.49.150(I). Endorsements reflecting the City’s status as an additional insured on all required policies shall be provided by the applicant.
20. A copy of a valid and current seller's permit issued by the CDTFA to the applicant, or confirmation from the CDTFA that a seller's permit is not required. If the applicant has not yet received a seller's permit, an attestation that the applicant is currently applying for a seller's permit.

21. Identification of any and all other licenses and/or permits for commercial cannabis operations issued by any licensing or permitting authority:
   a. held currently by the applicant;
   b. pending approval for the applicant; or
   c. denied to, suspended for, or revoked from the applicant.

22. Signed authorization for the Director to seek verification of the information contained in the application.

23. A written statement, signed under penalty of perjury by the applicant, certifying that all of the information contained in the application is true and correct.

24. Evidence of compliance with State laws and regulations applicable to the proposed commercial cannabis operation.

25. Any additional information as is deemed necessary by the Director to administer this chapter.

Section 18.49.100  Director Review of Application for Commercial Cannabis Business Permit.

A. Upon receipt of a commercial cannabis business permit application, the Director shall review the application for completeness, including payment of the required fees.

B. If the Director determines that the application is incomplete, the Director shall notify the applicant of such fact within thirty (30) days of receipt of the application. If the applicant, after receiving such notice, re-submits an incomplete application to the City, the application shall be deemed abandoned. The applicant may then submit a new application for review pursuant to the requirements of this chapter.

C. Upon receipt of a completed application, the Director shall investigate the information contained in the application to determine whether the application is in compliance with the requirements of this chapter for potential issuance of a commercial cannabis business permit.

D. Upon completing his or her investigation of a completed application, the Director shall deem the application a qualified application, unless the Director finds any of the following:
1. The applicant has made one or more false or misleading statements or omissions, either on the written application form or during the application process;

2. The applicant has not satisfied each and every requirement of this chapter and code; or

3. The applicant is not in compliance with applicable State law.

E. Upon deeming an application a qualified application, the Director shall set the application for review by the City’s Planning Commission and shall make a recommendation to the Planning Commission as to whether it should recommend approval or denial of the application based on satisfaction of the criteria set forth in Section 18.49.110(B)-(C). The Director may also recommend the imposition of reasonable conditions on the approval and maintenance of the permit, in addition to the requirements of this chapter, to ensure the safe operation of the commercial cannabis operation, and to ensure the health, safety and welfare of the residents and visitors of the City.


A. The Planning Commission shall review a qualified application at a duly noticed public meeting of the Planning Commission within a reasonable time after the application is deemed qualified by the Director, and shall provide a written recommendation on the application to the City Council.

B. The Planning Commission shall recommend approval of a qualified application to the City Council only upon making a positive finding that the proposed operation will promote the overall health, safety and welfare of the City’s residents, based on consideration of the following factors:

1. The proposed operating procedures are detailed, comprehensive, and consistent with best practices and industry standards.

2. The proposed security plan is thorough and establishes high standards for public safety, and for protection of cannabis and cannabis products against theft and diversion to unlawful uses.

3. The exterior appearance of the premises of the proposed operation is aesthetically pleasing and architecturally consistent with surrounding uses.

4. The proposed operation is compatible with surrounding land uses.

5. The proposed operation will provide economic benefits to the City.
6. The proposed operation will provide employment opportunities for City residents.

7. The proposed operation will positively impact the community, based on factors such as, without limitation, whether and to what extent the proposed operation will offer or engage in community service, education, outreach and engagement programs.

8. The proposed operation will be sensitive to community concerns and is not likely to result in negative or nuisance impacts on the community.

9. The proposed operation will maintain best practices with regards to sanitation, cleanliness, and handling, treatment and disposal of waste, contaminants and hazardous materials.

10. The proposed operation will make efficient and safe use of energy, water and other resources.

11. The proposed operation is in compliance with the California Environmental Quality Act.

12. The proposed operation is adequately capitalized.

13. The owner, managers and employees of the proposed operation possess a high degree of training, professionalism and experience.

14. The proposed operation meets all applicable requirements of this chapter, this code and State law.

15. The proposed operation will be within an established Cannabis Business Zone.

16. The proposed operation satisfies any additional criteria that the Planning Commission determines is of benefit to making a determination of the applicant’s commitment to the health, safety and welfare of the residents and visitors of the City.

C. In evaluating a qualified application pursuant to above subsection (B), the Planning Commission shall consider the information contained in the application as well as any additional information submitted by the applicant at or prior to the hearing. If the Planning Commission finds that the applicant fails to satisfy three or more of the factors set forth in above subsection (B), the Planning Commission shall recommend denial of the application to the City Council.
Section 18.49.120  City Council Review of Application for Commercial Cannabis Business Permit.

A. Within a reasonable time after the Planning Commission has made a recommendation to the City Council regarding a qualified application, the City Council shall make a final written determination on the qualified application at a properly noticed public meeting of the City Council. Factors to be considered by the City Council include the findings and recommendation of the Planning Commission as well as all pertinent evidence timely submitted to the City Council by the applicant, the public, and other interested parties.

B. The City Council shall not be bound by the findings or recommendation of the Planning Commission, and shall be entitled, but not required, to conduct an independent review of the application. If, upon review, the City Council makes an affirmative finding that the proposed operation will promote the overall health, safety and welfare of the City’s residents pursuant to section 18.49.110(B), and does not find that the applicant fails to satisfy three or more of the factors set forth in Section 18.49.110(B), the City Council shall grant the applicant a commercial cannabis business permit.

C. The City Council may impose reasonable terms and conditions upon the use of the commercial cannabis business permit that it deems necessary to ensure compliance with this chapter and applicable State law, and/or to ensure the safe operation of the proposed operation and the health, safety and welfare of the residents and visitors of the City.

Section 18.49.130  Continuing Obligations of Commercial Cannabis Operations.

A. Upon receiving a commercial cannabis business permit pursuant to this chapter, the permit holder shall:

1. Prior to commencing operations, execute an agreement to indemnify, defend and hold harmless (at the commercial cannabis business permit holder’s sole expense, the ability to do so demonstrated through proof of sufficient insurance coverage to the satisfaction of the Director) the City, its elected officials, employees, agents, officers, and representatives, and each and all of them individually, from all liability or harm arising from or in connection with all claims, damages, attorney’s fees, costs and allegations arising from or in any way related to the operation of the commercial cannabis operation; and, to reimburse the City for any costs and attorney’s fees that the City may be required to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action.

2. Maintain continuing compliance with all applicable insurance requirements imposed pursuant to local and State law at all times while operating pursuant to the commercial cannabis business permit.
3. Maintain a valid seller’s permit issued by the CDTFA, to the extent required by the CDTFA under State law.

4. Maintain continuing compliance with the criminal history background check requirements of Section 18.49.150 at all times while operating pursuant to the commercial cannabis business permit by ensuring that, immediately upon hiring or association by the commercial cannabis operation of an employee who has not undergone the required background check, the permit holder provides the Director the authority to obtain:
   a. The results of a live scan or other criminal history background check, as determined by the City, for the employee which was performed no earlier than ninety (90) days prior to the date of hiring or association of the employee (or as soon as is practicable as determined by the Director); and
   b. A color photocopy of either a valid California Driver’s License for the employee, or equivalent identification of the employee approved by the Director.

5. Immediately update the Director in writing with correct and current contact information when there is a change in the information previously provided to the City relating to the individuals associated with the permit holder.

B. Failure to perform the requirements of this section shall render the permit holder’s commercial cannabis operation unlawful.

Section 18.49.140 Renewal of Commercial Cannabis Business Permit.

A. The following procedure shall govern the process for renewal of a commercial cannabis business permit:

1. Commercial cannabis business permits issued pursuant to this chapter shall be renewed annually after their date of issuance subject to ministerial review, unless otherwise expressly provided. The following will be checked, but not limited to:
   i. Calls for Service
   ii. Loitering
   iii. Public nuisance violations, etc.

2. A permit holder may apply to the Director for renewal of an existing permit no less than sixty (60) days, but no more than ninety (90) days, prior to the permit’s expiration date.

3. Application for renewal shall be made through submittal of a commercial cannabis business permit renewal application form provided by the City.
4. Applications for renewal shall contain all information and documentation required by Section 18.49.090 for applications for new commercial cannabis permits, except as may be waived by the Director based on a finding that certain required information is already possessed by the City, and upon receipt of a certification from the permit holder to the effect that the information remains up to date and has not changed since it was submitted to the City. A storefront retailer permitted pursuant to an RFA process shall be treated the same as all other commercial cannabis business permit holders for purposes of renewal.

5. If a permit holder files a renewal application less than sixty (60) days prior to permit expiration, the holder must provide a written explanation detailing the circumstances surrounding the late filing.

6. The Director may, but is not required to, accept the late-filed application for renewal. If the Director accepts the application, then the Director may elect to administratively extend the permit beyond the expiration date pending the Director's review and decision upon the renewal application.

7. An application for renewal shall not be accepted unless it is accompanied by payment of the required fee for the renewal application set pursuant to resolution of the City Council.

B. If the Director, upon review of a completed application for renewal of a commercial cannabis business permit, determines that the commercial cannabis operation remains in compliance with all applicable requirements of this chapter, all terms of any applicable development agreements, and other applicable City and State laws and regulations, the Director shall approve the application and renew the permit. If the Director determines that the commercial cannabis operation has not remained in compliance, the Director shall deny the application. Decisions of the Director may be appealed to the City Council for review in accordance with the provisions of Section 18.49.220(E) of this chapter.

C. A commercial cannabis business permit is immediately invalid upon its expiration date if it is not renewed by such date (with the exception of extensions pursuant to Section 18.49.140(A)(5)). In the event the permit is not renewed prior to expiration, the affected commercial cannabis operation shall be required to cease operation, and any continued operation after expiration is unlawful.

Section 18.49.150  General Operating Standards and Restrictions.

The following operating standards and restrictions shall apply to all commercial cannabis operations and activities in the City, and shall be deemed conditions of issuance and use of all commercial cannabis business permits:

A. Commercial cannabis operations shall comply with all applicable State laws and regulations as well as the requirements of this chapter and other applicable City laws and regulations.
B. All commercial cannabis activities shall be conducted within a fully enclosed building or structure which shall be closed to the general public (except storefront retailers may be open to the public during normal business hours pursuant to Section 18.49.160). Neither cannabis nor cannabis products shall be visible from the public right-of-way.

C. No person under twenty-one (21) years of age shall be allowed access to any portion of the premises of any commercial cannabis operation at any time.

D. Signs shall be posted conspicuously on the premises indicating that the site is not open to the public (except permitted storefront retailers need not post such signs) and that minors are prohibited from entering the site.

E. Notwithstanding any other provision of this Code, all commercial cannabis operation premises (except permitted storefront retailers) shall be screened to a height of seven feet with fencing consisting of materials permitted by Suisun City Code Chapter 18.34, as may be amended.

F. All premises must maintain the required lot setbacks pursuant to the City standards applicable to the underlying zoning district in which the premises are located.

G. All premises must be equipped with an air treatment system sufficient to ensure that off-site odors shall not result from its activities. The premises shall be designed to provide sufficient odor absorbing ventilation and exhaust systems so that any odor generated inside the location of the commercial cannabis operation is not detected outside the building, on adjacent properties or public rights-of-way, or within any other unit located within the same building as the commercial cannabis operation, if the use occupies a portion of a building.

H. All commercial cannabis operations shall maintain the following security standards:

1. If the premises are available for public access, such access must be through a single secured vestibule area designed to allow for identification confirmation prior to entry into the main lobby area.

2. All areas of the premises where cannabis or cannabis products are cultivated, tested, manufactured, or stored shall be separated from any areas which are available to public access, and shall be secured by lock accessible only to authorized personnel of the commercial cannabis operation.

3. All authorized personnel of commercial cannabis operations shall wear badges or other identification issued by the owner of the operation at all times while on the premises.

4. All premises shall be equipped with high definition security surveillance cameras, which shall be installed and maintained in good condition at all times.
The security surveillance camera system shall be in continuous use 24 hours per day, seven days per week, and shall be capable of monitoring all doors, windows, parking lots, areas where cannabis or cannabis products are located, areas adjacent to the exterior walls of all buildings and structures on the premises, and other areas as deemed necessary by the Director. Recordings generated by the security surveillance camera system shall be maintained by the commercial cannabis operation for a minimum of 90 days. The recording system must be capable of exporting the recorded video in standard MPEG formats (or other formats approved or required by the Director) to a common medium such as a USB drive, DVD or other medium approved by the Director. Recordings shall be made available to the City immediately upon request. Additionally, remote log-in information shall be provided to the City’s Police Department to allow City police officers and/or other City officers and employees to view live and recorded security camera images remotely at any time.

5. The premises shall have sufficient lighting such that all areas subject to monitoring by the security surveillance camera system shall be visible to all cameras of the system at all times.

6. Sensors shall be installed to detect entry and exit from all secured areas.

7. The premises shall be equipped with a centrally-monitored fire and burglar alarm system and monitored by an alarm company properly licensed by the State of California Department of Consumer Affairs Bureau of Security and Investigative Services in accordance with Business & Professions Code Sections 7590 et seq., and whose agents are properly licensed and registered under applicable law, all subject to approval by the Director.

8. The premises shall have one or more secured transport areas from which all vehicular transportation of cannabis and cannabis products to and from the premises shall occur.

9. At least one security guard licensed by and in good standing with the Bureau of Security and Investigative Services shall be on the premises at all times. The number of security personnel required to be present on any premises at any time, or at all times, may be adjusted as deemed necessary by the Director in consultation with the City’s Chief of Police.

10. If security bars for doors or windows are used, such security bars shall be placed on the interior side of such doors and windows, and must comply with applicable State building standards.

11. Commercial cannabis operations must designate an employee to act as a liaison to the City and its Police Department and must provide the City and its Police Department with the phone number and email address of the liaison. The liaison
shall be reasonably available to meet with City or Police Department officials representatives as requested by the City or its Police Department.

12. Commercial cannabis operations must report any of the following occurrences to the Police Department within twenty-four (24) hours of discovery thereof:

a. Suspected theft of inventory or equipment, or significant unexplained discrepancies relating thereto;

b. Security breaches, including but not limited to burglaries;

c. Loss or unauthorized alteration of records subject to City inspection pursuant to this chapter; and

d. Any criminal activity or suspected criminal activity taking place on the premises.

13. Commercial cannabis operations shall have the capacity to remain secure during a power outage. Access doors with locks shall not be controlled solely by an electronic access panel.

I. Commercial cannabis operations shall maintain insurance coverage in amounts satisfactory to the Director which evidence compliance with all applicable insurance requirements as provided for by this chapter, local law and State law. Minimum insurance levels shall be determined by the Director after an assessment of the risks posed by the commercial cannabis operation, including provision for meeting the requirements of Section 18.49.130(A)(1). The City shall be named as an additional insured on all required policies.

J. Commercial cannabis operations shall maintain on-site the following records in paper or electronic form:

1. The full name, address, and telephone number of the owner and any lessee of the property.

2. The name, date of birth, and telephone number, and job title or position of each employee of the commercial cannabis operation.

3. Copies of all required State licenses.

4. An inventory record documenting the dates and amounts of cannabis and cannabis products received at the site, the daily amounts of cannabis and cannabis products on the site, and the daily amounts of cannabis and cannabis products leaving the site for any reason, including but not limited to sale, delivery and distribution.
5. A written accounting of all expenditures, costs, revenues and profits of the commercial cannabis operation, including but not limited to cash and in-kind transactions.

6. A copy of all insurance policies held by or related to the commercial cannabis operation.

7. A copy of the commercial cannabis operation’s financial statement and tax return for the most recent previous year.

8. A copy of the required valid and current State license and City-issued commercial cannabis business permit.

K. All records required to be maintained by commercial cannabis operations pursuant to this chapter shall be maintained for three years and are subject to immediate inspection upon request by the City, subject to applicable State and federal law requirements relating to medical confidentiality or other applicable privacy restrictions.

L. Employees; Background Checks; Identification.

1. All employees must submit to fingerprinting and criminal background checks by the City.

   a. No individual convicted within the last ten years of a felony substantially related to the qualifications, functions or duties of an employee of a commercial cannabis operation (such as a felony conviction for distribution of controlled substances other than cannabis, money laundering, racketeering, etc.) shall be involved in the operation or ownership of a commercial cannabis business, unless such employee has obtained a certificate of rehabilitation (expungement of felony record) under California law or under a similar federal statute or state law where the expungement was granted.

   b. At the request of the commercial cannabis operation, the Director and Police Chief shall determine the applicability of a waiver of this section to a potential employee for good cause within a reasonable period of time after a written request has been made to the Director and Police Chief for such determination.

2. All employees and owners must possess a valid government issued (or equivalent) form of identification containing an identifying photograph of the employee, the name of the employee, the date of birth of the employee, and the residential address of the employee or owner. Color copies of such identification shall be maintained at the location of the commercial cannabis operation. A valid California Driver’s license will satisfy this requirement.
M. Commercial cannabis operations shall ensure at all times that all cannabis and cannabis products on-site remains free of harmful contaminants, including but not limited to pesticides, mold and fungus. Commercial cannabis operations shall establish, implement, and at all times maintain written procedures to ensure compliance with this subsection.

N. Commercial cannabis operations shall ensure that litter and waste, including chemical and organic waste, are properly and regularly removed from the premises, that waste disposal operating systems are maintained in an adequate manner so as not to constitute a source of contamination in areas where cannabis is exposed, and that hazardous materials and waste are properly stored, handled and disposed of in accordance with applicable law. Commercial cannabis operations shall establish, implement, and at all times maintain written procedures to ensure compliance with this subsection.

O. Commercial cannabis operations shall not result in a nuisance or adversely affect the health, welfare, or safety of nearby persons by creating dust, glare, heat, noise, noxious gases, odors, smoke, traffic, vibration, or other impacts, or be hazardous due to use or storage of materials, processes, products or waste. The permittee shall promptly and diligently both prevent as well as eliminate conditions on the site of the commercial cannabis operation that constitute a nuisance.

P. Notwithstanding any provision of this Code to the contrary, commercial cannabis business permittees shall remove all graffiti from the site and parking lots under the control of the commercial cannabis business permittee within twenty-four (24) hours of its application.

Section 18.49.160 Commercial Cannabis Retailer (Storefront and Non-Storefront): Establishment, Operating Standards and Restrictions.

A. Storefront retailers (State license Type 10) shall be subject to the general operating standards and restrictions set forth in section 18.49.150 and to the following minimum standards and restrictions, all of which shall be deemed conditions of any commercial cannabis business permit for a storefront retailer operation:

1. No more than three commercial cannabis business permits for storefront retailers shall be active or valid in the City at any one time. In the event no such permits are active and valid in the City at any given time, the Director, in his or her discretion, may initiate an RFA process to accept applications in accordance with Section 18.49.160(B). Applications for commercial cannabis business permits for storefront retailers shall not be accepted other than pursuant to the RFA process.

2. Storefront retailers may be permitted to operate only in the following zones: Zoning Ordinance (CSF – Commercial Services Fabricating, CMU –
Commercial Mixed Use), and Waterfront Specific Plan (DMU – Downtown Mixed Use, MSMU – Main Street Mixed Use). Provided that no permit applications shall be accepted, and no storefront retailers shall be allowed, in the Main Street Mixed Use (MSMU) and Downtown Mixed Use (DMU) zones for a period of 12 months from the effective date of this Ordinance.

<table>
<thead>
<tr>
<th>Type</th>
<th>Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 1A = Cultivation; Specialty Indoor; Small.</td>
<td>CSF</td>
</tr>
<tr>
<td>Type 1B = Cultivation; Specialty Mixed-Light; Small.</td>
<td>CSF</td>
</tr>
<tr>
<td>Type 2A = Cultivation; Indoor; Small.</td>
<td>CSF</td>
</tr>
<tr>
<td>Type 2B = Cultivation; Mixed-Light; Small.</td>
<td>CSF</td>
</tr>
<tr>
<td>Type 3A = Cultivation; Indoor; Medium</td>
<td>CSF</td>
</tr>
<tr>
<td>Type 3B = Cultivation; Mixed-Light; Medium</td>
<td>CSF</td>
</tr>
<tr>
<td>Type 4 = Cultivation; Nursery.</td>
<td>CSF</td>
</tr>
<tr>
<td>Type 5A = Cultivation; Indoor; Large.</td>
<td>CSF</td>
</tr>
<tr>
<td>Type 5B = Cultivation; Mixed-Light; Large.</td>
<td>CSF</td>
</tr>
<tr>
<td>Type 6 = Manufacturer 1 (extractions using mechanical methods or nonvolatile solvents).</td>
<td>CSF</td>
</tr>
<tr>
<td>Type 7 = Manufacturer 2 (extractions using volatile solvents).</td>
<td>CSF</td>
</tr>
<tr>
<td>Type N = Manufacturer (no extractions, pursuant to 17 CCR § 40118, and as may be amended).</td>
<td>CSF</td>
</tr>
<tr>
<td>Type P = Manufacturer (packaging and labeling only, pursuant to 17 CCR § 40118, and as may be amended).</td>
<td>CSF</td>
</tr>
<tr>
<td>Type 8 = Testing Laboratory.</td>
<td>CSF, CMU, DMU</td>
</tr>
<tr>
<td>Type 9 = Non-Storefront Retailer (by delivery only, pursuant to 16 CCR § 5414, and as may be amended).</td>
<td>CSF, DMU</td>
</tr>
<tr>
<td>Type 10 = Retailer.</td>
<td>CSF, CMU, DMU, MSMU</td>
</tr>
<tr>
<td>Type 11 = Distributor.</td>
<td>CSF</td>
</tr>
<tr>
<td>Type 12 = Microbusiness.</td>
<td>CSF, CMU, DMU, MSMU</td>
</tr>
<tr>
<td>Type 13 = Distributor (transport only, pursuant to 16 CCR § 5315, and as may be amended).</td>
<td>CSF</td>
</tr>
<tr>
<td>Cultivation License Types for Indoor or Mixed-Light pursuant to 3 CCR § 8201, and as may be amended).</td>
<td>CSF</td>
</tr>
<tr>
<td>Type 14 = Consumption cafe/lounge</td>
<td>CMU, DMU, MSMU</td>
</tr>
</tbody>
</table>

3. Storefront retailers may be open to the public only during normal operating hours. Normal operating hours are limited to 8:00 a.m. to 10:00 p.m., Monday through Sunday.

4. Storefront retailers shall have an operable electronic point-of-sale system, which produces historical transactional data available for review by the Director upon request, on the premises of the storefront retailer at all times during operating
hours. All retail sales of cannabis and cannabis products transacted by the storefront retailer shall be entered into or otherwise recorded by the electronic point-of-sale system.

5. A manager must be present on the premises of the storefront retailer at any time that any person, other than security personnel, is on the premises.

6. Smoking, ingesting or consuming cannabis or cannabis products must take place within designated approved consumption area/lounge in accordance with this ordinance and State Law and must not take place at or within 20 feet of the premises of a storefront retailer is prohibited.

7. Storefront retailers shall not provide free cannabis or cannabis products, except in accordance with Title 16, Section 5411 of the California Code of Regulations, and as may be amended.

8. Storefront retailers shall not sell mature or flowering plants.

9. Storefront retailers shall not sell or dispense alcohol from their premises, and no alcohol shall be consumed on the premises.

10. Odor control devices and techniques shall be used to prevent odors from cannabis or cannabis products from becoming both detectable off of the premises, in compliance with Section 18.49.150(G), and from becoming detectable beyond reasonable levels (as determined by the Director) inside the premises.

11. Proof of the required State license and City-issued commercial cannabis business permit, and a copy of all requests/orders for deliveries being made, shall be carried at all times in vehicles being used to make deliveries on behalf of a storefront retailer, and shall be immediately available upon request from law enforcement officers.

12. Storefront retailers shall take reasonable steps to discourage and correct activities or conditions that are illegal or that constitute a nuisance in parking areas, sidewalks, alleys and other areas surrounding or adjacent to the premises of the storefront retailer during operating hours, if such conduct is related to the storefront retailer operation or any of its owners, managers, employees, agents, representatives, contractors, or customers. Reasonable steps shall include immediately calling the police upon observation of any such activity, and requesting that any person engaging in such activity immediately cease the activity, unless personal safety would be at risk in making the request.

13. An approved and permitted storefront retailer/dispensary may also deliver medicinal and adult-use cannabis and cannabis products for retail sale subject to the limitations and operating regulations of Section 18.49.160(C).
14. A consumption cafe/lounge shall have a licensed premises that is a physical location from which commercial cannabis activities are conducted. The consumption cafe/lounge shall only sell cannabis or cannabis products to adults 21 years of age or older for onsite consumption, either through smoking, vaping, or ingestion of edible or topical products. The space occupied by a consumption cafe/lounge shall be definite and distinct from the space where other activities licensed under this division are exercised, and shall be accessed through a separate entrance.

B. Storefront Retailers/Dispensaries: Request for Applications (RFA) Process.

1. Applications for storefront retailers (State license Type 10) may only be accepted pursuant to a Request for Applications (RFA) process conducted pursuant to this subsection. Notwithstanding Sections 18.49.100, 18.49.110, and 18.49.120, applications for storefront retailers shall be reviewed and approved in accordance with this subsection.

2. Whenever there is no existing commercial cannabis business permit for a storefront retailer in the City (including after a previously-issued permit has been permanently revoked or voluntarily forfeited, or expired without being renewed), the Director, in his or her discretion, may initiate and conduct an RFA process. The Director may promulgate regulations to guide the RFA process, subject to compliance with this subsection.

3. Upon initiating an RFA process, the Director shall prepare an RFA for the purpose of soliciting applications for establishment of a storefront retailer/dispensary in the City. Responses to the RFA, including regulations and other requirements that the Director may promulgate to guide the RFA process, shall be deemed applications for City-issued commercial cannabis business permits for storefront retailers, pursuant to Sections 18.49.080 and 18.49.090. In the event generally applicable procedures and requirements of this chapter conflict with Sections 18.49.080 and/or 18.49.090, this subsection (B) and section 18.49.160(A) shall govern.

4. The City Manager shall develop, for Council approval, a process for reviewing and selecting a recommended operator of a storefront retailer from applications received through the RFA process. The recommended operator for a commercial cannabis business permit to operate a storefront retailer/dispensary shall be approved for issuance of a commercial cannabis business permit by the City Council.

5. Notwithstanding any provision of this subsection (B), the City Council shall not be obligated at any time to approve any application for issuance of a commercial cannabis business permit for a storefront retailer/dispensary.
6. Renewal of commercial cannabis business permits issued pursuant to this subsection (B) shall be conducted in accordance with Section 18.49.140.

C. Non-storefront retailers shall be subject to the general operating standards and restrictions set forth in section 18.49.150 and to the following minimum standards and restrictions, all of which shall be deemed conditions of any commercial cannabis business permit for a non-storefront retailer operation:

1. Non-storefront retailers based within the City that are not directly associated with and co-located with a permitted storefront retailer/dispensary must be located within an approved Cannabis Business Zone and must obtain a commercial cannabis business permit.

2. Non-storefront retailers may sell medicinal and adult-use cannabis and cannabis products, and all such sales shall be by delivery only.

3. Deliveries of cannabis and cannabis products shall only occur within the City by a commercial cannabis operation properly licensed or permitted to engage in cannabis deliveries by both the State of California as well as the originating jurisdiction of the delivery.

4. Non-storefront retailers delivering cannabis and cannabis products within the City shall have a valid City business license. Non-storefront retailers based outside of the City (i.e. having no business premises in the City) are not required to obtain a commercial cannabis business permit.

5. No cannabis or cannabis products shall be sold directly from the premises of a non-storefront retailer.

6. The premises of non-storefront retailers shall be closed to the general public at all times, and shall be accessible only to employees and persons with a bona fide business or regulatory purpose for accessing the premises.

7. A manager must be present on the premises of the non-storefront retailer at any time that any person other than security personnel is on the premises.

8. No employee or other person acting on behalf of a non-storefront retailer may possess during deliveries, or deliver, more than $5,000 total worth of cash, cannabis and/or cannabis products at any given time.

9. No delivery of cannabis or cannabis products shall be made to any person other than the person who requested the delivery, except, for deliveries of medicinal cannabis or medicinal cannabis products, when the person requesting the delivery is a qualified patient and the person receiving the delivery is his or her primary caregiver, or vice versa.
10. Any person who is present on the premises of the non-storefront retailer who is not an employee, officer, agent, or representative of the non-storefront retailer must sign in and wear a “visitor” identification badge at all times while on the premises.

11. Proof of the required State license and City-issued commercial cannabis business permit, and a copy of all requests/orders for deliveries being made, shall be carried at all times in vehicles being used to make deliveries on behalf of a non-storefront retailer, and shall be immediately available upon request from law enforcement officers.

Section 18.49.170 Commercial Cannabis Distribution Operating Standards and Restrictions.

Commercial cannabis operations involving the distribution of cannabis and cannabis products in the City shall be subject to the general operating standards and restrictions set forth in section 18.49.150 and to the following minimum standards and restrictions, all of which shall be deemed conditions of any commercial cannabis business permit for a distribution operation:

A. Distribution may be conducted only by commercial cannabis operations possessing a valid and current Type 11 (Distributor) State license issued pursuant to Division 10 of the Business & Professions Code, or a Type 13 (Distributor – Transport Only) State license pursuant to 16 CCR §5315, as well as a City-issued commercial cannabis business permit.

B. Distribution operations shall distribute cannabis and cannabis products only between licensed commercial cannabis operations.

C. Distribution operations shall not conduct retail sales of cannabis or cannabis products.

D. Distribution operations shall not distribute any cannabis or cannabis products to retail operations unless such cannabis or cannabis products has been properly tested and approved for retail sale pursuant to State law.

E. Upon demand by any City law enforcement officer, a distributor shall make immediately available copies of any required shipping manifests as understood by Section 26070(f) of the Business and Professions Code.

Section 18.49.180 Commercial Cannabis Manufacturing Operating Standards and Restrictions.

Commercial cannabis operations involving the manufacturing of cannabis and cannabis products in the City shall be subject to the general operating standards and restrictions set forth in section 18.49.150 and to the following minimum standards and restrictions,
all of which shall be deemed conditions of any commercial cannabis business permit for
a manufacturing operation:

A. Manufacturing may be conducted only by commercial cannabis operations
possessing a valid and current manufacturing State license issued pursuant to
Division 10 of the Business & Professions Code (or pursuant to State regulations)
as well as a City-issued commercial cannabis business permit.

B. Manufacturer 1 (Type 6) permittees (as defined by Division 10 of the Business and
Professions Code) shall utilize only manufacturing processes that are either
solventless or that employ only nonflammable, nontoxic solvents that are generally
recognized as safe pursuant to the federal Food, Drug, and Cosmetic Act (21 U.S.C.
Sec. 301 et seq.).

C. Manufacturer 2 (Type 7) permittees shall utilize only manufacturing processes that
use solvents exclusively within a closed-loop system that meets all of the following
requirements:

1. The system uses only solvents that are generally recognized as safe pursuant to
the federal Food, Drug, and Cosmetic Act (21 U.S.C. Sec. 301 et seq.)

2. The system is designed to recapture and contain solvents during the
manufacturing process, and otherwise prevent the off-gassing of solvents into
the ambient atmosphere to mitigate the risks of ignition and explosion during
the manufacturing process.

3. A licensed engineer certifies that the system is commercially manufactured, safe
for its intended use, and built to codes of recognized and generally accepted
good engineering practices, including, but not limited to, the American Society
of Mechanical Engineers (ASME), the American National Standards Institute
(ANSI), Underwriters Laboratories (UL), the American Society for Testing and
Materials (ASTM), or OSHA Nationally Recognized Testing Laboratories
(NRTLs).

4. The system has a certification document that contains the signature and stamp
of a professional engineer and the serial number of the extraction unit being
certified.

D. Fire Safety Plan.

1. Manufacturing operations shall not commence until written approval is received
from the Director for a completed Fire Safety Plan for the operation.

2. An application for a renewal of a Commercial Cannabis Operation Permit for
manufacturing shall not be approved until an inspection of the site occurs by the
Director which affirms that both the operation remains in compliance with the
approved Fire Safety Plan (or an amended Fire Safety Plan as determined by the Director) and that any further actions that need to be taken in the determination of the Director are taken to ensure that all applicable and necessary health and safety requirements are met.

E. The premises shall be equipped with an automatic fire sprinkler system, in accordance with NPFA 13, the California Fire Code (including but not limited to Section 903), as adopted by the City, and the Suisun City Code.

F. Certified Industrial Hygienist (CIH).

1. The permittee must provide for, maintain, and follow a detailed plan prepared by a CIH, and approved by the Director, to ensure the appropriate health and safety procedures including, but not limited to, procedures necessary to control hazards, for use of proper protective equipment, product safety, compliance with Cal OSHA limits, to provide specifications for ventilation controls, and ensure environmental protections, are adopted and used by the operation on a continuing basis.

2. The Director may establish further written requirements for the plan, including but not limited to required inspections by the CIH and a hazardous materials management plan. Upon reasonable determination by the Director, the permittee shall be required to update or amend the approved plan to the satisfaction of the Director.

G. All processing and analytical testing devices used by the operation must be UL listed, or otherwise approved for the intended use by the Director. Any processing devices using only non-pressurized water are exempt from such approval.

H. All chemical waste and hazardous material used, generated or associated with the operation must be disposed of in a manner which is approved by the Director before disposal occurs, and which is compliant with all local, State and federal guidelines for the disposal of hazardous materials.

I. The permittee must provide for and maintain a waste treatment system which is approved by the Director so as to prevent contamination in areas where cannabis or cannabis products may be exposed to waste or waste by-products.

Section 18.49.190 Commercial Cannabis Testing Operating Standards and Restrictions.

Commercial cannabis operations involving the testing of cannabis and cannabis products in the City shall be subject to the general operating standards and restrictions set forth in section 18.49.150 and to the following minimum standards and restrictions, all of which shall be deemed conditions of any commercial cannabis business permit for a testing operation:
A. Testing may be conducted only by commercial cannabis operations possessing a valid and current Type 8 (Testing Laboratory) State license issued pursuant to Division 10 of the Business & Professions Code as well as a City-issued commercial cannabis business permit.

B. Testing operations shall be and remain at all times independent from all other persons and entities involved in commercial cannabis operations other than testing operations.

C. Fire Safety Plan.

1. Testing operations shall not commence until written approval is received from the Director for a completed Fire Safety Plan for the operation.

2. An application for a renewal of a Commercial Cannabis Operation Permit for testing shall not be approved until an inspection of the site occurs by the Director which affirms that both the operation remains in compliance with the approved Fire Safety Plan (or an amended Fire Safety Plan as determined by the Director) and that any further actions that need to be taken in the determination of the Director are taken to ensure that all applicable and necessary health and safety requirements are met.

D. The premises shall be equipped with an automatic fire sprinkler system, in accordance with NPFA 13, the California Fire Code (including but not limited to Section 903), as adopted by the City, and the Suisun City Code.

E. Certified Industrial Hygienist (CIH).

1. The permittee must provide for, maintain, and follow a detailed plan prepared by a CIH, and approved by the Director, to ensure the appropriate health and safety procedures including, but not limited to, procedures necessary to control hazards, for use of proper protective equipment, product safety, compliance with Cal OSHA limits, to provide specifications for ventilation controls, and ensure environmental protections, are adopted and used by the operation on a continuing basis.

2. The Director may establish further written requirements for the plan, including but not limited to required inspections by the CIH and a hazardous materials management plan. Upon reasonable determination by the Director, the permittee shall be required to update or amend the approved plan to the satisfaction of the Director.

F. All processing and analytical testing devices used by the operation must be UL listed, or otherwise approved for the intended use by the Director. Any processing devices using only non-pressurized water are exempt from such approval.
G. Operation Requirements. The testing operation shall comply with the following requirements:

1. Conduct all testing in a manner pursuant to Section 26100 of the Business and Professions Code, and as amended, subject to State and local laws and regulations.

2. Conduct all testing in a manner consistent with general requirements for the competence of testing and calibration activities, including sampling using verified methods.

3. Obtain and maintain ISO/IEC 17025 accreditation as required by the State.

4. Destroy the remains of the sample of cannabis or cannabis products upon the completion of analysis as determined by the State through regulations.

5. Dispose of any waste byproduct resulting from testing operations in the manner required by State and local laws and regulations.

Section 18.49.200 Commercial Cannabis Cultivation Operating Standards and Restrictions

Commercial cannabis operations involving the cultivation of cannabis in the City shall be subject to the general operating standards and restrictions set forth in section 18.49.150 and to the following minimum standards and restrictions, all of which shall be deemed conditions of any commercial cannabis business permit for a cultivation operation:

A. Cultivation may be conducted only by commercial cannabis operations possessing a valid and current State license authorizing indoor or mixed-light (but not outdoor) cultivation issued pursuant to Division 10 of the Business & Professions Code (or State regulations), as well as a City-issued commercial cannabis business permit.

B. Applications for a City-issued commercial cannabis business permit for cultivation operations require a detailed description of the proposed operation’s energy and water usage plan, providing for best practices and leading industry practices in efficient utilization of energy and water.

C. Water.

1. The water supply shall be sufficient for the operations intended, shall comply with all State regulations, and shall be derived from a source that is a regulated water system. Private water supplies shall be derived from a water source that is capable of providing a safe, potable, and adequate supply of water to meet the facility’s needs.
2. Plumbing shall be of adequate size and design and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the plant and that shall properly convey sewage and liquid disposable waste from the facility. There shall be no cross-connections between the potable and waste water lines.

D. Cannabis cultivation shall take place inside fully enclosed structures, and cannabis cultivation areas shall be secured at all times and shall be separated from all other portions of the premises.

E. Each building with a cultivation area shall have adequate storage space for cannabis that has completed the cultivation process or is otherwise not being cultivated. The storage areas shall be separated from the main entrance and lobby, and shall be secured by a lock accessible only to employees of the permittee.

F. Electricity used for cannabis cultivation shall not exceed the rated wattage and capacity of the circuit breaker.

G. Sufficient lighting must be used in all areas where cannabis is cultivated and stored, and where equipment or utensils are cleaned, so that at all times the items and activities in these areas are fully visible to both any security cameras covering the areas as well as the naked eye. All lighting shall be shielded so as to completely confine light and glare to the interior of the cannabis cultivation area.

H. Floors, walls, and ceilings in cultivation areas shall be constructed in such a manner that they may be adequately cleaned and kept clean and kept in good repair.

I. All chemical waste and hazardous material used, generated or associated with the operation must be disposed of in a manner which is approved by the Director before disposal occurs, and which is compliant with all local, State and federal guidelines for the disposal of hazardous materials.

J. The permittee must provide for and maintain a waste treatment system which is approved by the Director so as to prevent contamination in areas where cannabis or cannabis products may be exposed to waste or waste by-products.

Section 18.49.210 Application Fees.

An application fee set by resolution of the City Council shall be required for formal processing of every application made under this chapter. The City Council is authorized to adopt resolutions to recover any and all fees and costs incurred in the administration and enforcement of this chapter through an appropriate fee recovery mechanism to be imposed upon commercial cannabis operations.
Section 18.49.220  Commercial Cannabis Business Permit Suspension and Revocation.

A. The Director is authorized to suspend and/or revoke any commercial cannabis business permit issued pursuant to this chapter upon the determination through written findings of a failure to comply with any provision of this chapter, any permit condition, or any agreement or covenant as required pursuant to this chapter.

B. Prior to suspension or revocation of a commercial cannabis business permit, the permittee shall be provided with a written notice which details the violation(s). The permittee shall have seven (7) days to cure the violation to the satisfaction of the Director. The seven (7) day cure period may be extended by the Director or the City Council for reasonable cause.

C. The Director may suspend or revoke a commercial cannabis business permit if he or she determines that any of the following have occurred:

1. The Director determines that the permit holder has failed to comply with any provision of this chapter, any permit condition, or any agreement or covenant as required pursuant to this chapter;

2. The permit holder’s equivalent State license has been suspended or revoked by the State of California;

3. The permit holder has ceased operations for more than 180 calendar days (including during any change of ownership, if applicable);

4. Ownership is changed without securing a new commercial cannabis business permit.

5. The permit holder has failed to maintain required security camera recordings; or

6. The permit holder has failed to allow inspection of the security recordings, the activity logs, the records, or the premises of the site by authorized City officials pursuant to this chapter.

7. The permit holder has failed to comply with the terms of an applicable Development Agreement.

D. Conditions (if any) of suspension or revocation are at the discretion of the Director and may include, but are not limited to, a prohibition on all owners, operators, managers and employees of the suspended or revoked Commercial Cannabis Operation from operating within the City for a period of time set forth in writing and/or a requirement (when operations may resume, if at all, pursuant to the Director's determination) for the holder of the suspended or revoked permit to resubmit an application for a commercial cannabis business permit pursuant to the requirements of this chapter.
E. Decisions of the Director made pursuant to this section may be appealed to the City Council by filing a notice of appeal with the City Clerk within ten (10) days of receiving notice of the permit suspension or revocation. The notice of appeal shall specify the grounds for the appeal. The Council shall fix a time and place for hearing the appeal, and the City Clerk shall give written notice to the appellant of the time and place of the hearing via certified mail, return receipt requested, addressed to the address specified in the appellant’s permit. The appeal shall be heard by the City Council within forty-five days following the date the appeal is filed with the City Clerk. The findings and decision of the Council shall be final and conclusive, and shall be served upon the applicant, in the manner prescribed in this subsection for service of notice of hearing, within thirty days of the hearing date. The provisions of Sections 1094.5 and 1094.6 of the Code of Civil Procedure set forth the procedure for judicial review of any final determination.

Section 18.49.230  Cultivation of Cannabis for Personal Use.

The following regulations shall apply to the cultivation of cannabis for personal use within the City:

A. Total cultivation is limited to no more than six (6) living cannabis plants per private residence at any one time.

B. Only persons who are twenty-one (21) years of age or older may participate in any part of the cultivation process.

C. Cultivation shall not take place at any place other than private residences.

D. Persons who cultivate cannabis for personal use shall reside full-time on the premises where the cannabis cultivation occurs.

E. None of the cannabis plants, nor any cannabis produced by the plants in excess of 28.5 grams, shall be visible by normal unaided vision from any place regularly accessible to the general public.

F. All cannabis produced by cannabis plants in excess of 28.5 grams shall be kept in a fully enclosed and locked structure located on the residential premises of the person(s) cultivating the cannabis.

G. Structures in which cannabis is cultivated shall comply with all applicable State and local health, safety, buildings and fire standards, including but not limited to the California Buildings Standards Code, as adopted by the City of Suisun City.

H. Use of gasses (such as carbon dioxide, butane, propane and natural gas) for personal cannabis cultivation is prohibited.
I. Private residences used for cannabis cultivation (whether such cultivation occurs within the main residence or an accessory structure) shall maintain fully functional kitchen, bathroom and bedroom facilities, and shall not be used primarily or exclusively for cannabis cultivation.

J. Cannabis cultivation areas shall be locked when not in use by authorized persons.

K. Cannabis cultivation areas shall not be readily accessible to persons under twenty-one (21) years of age, regardless of whether such persons reside at the private residence used for cultivation.

L. If the person(s) engaging in cannabis cultivation are not the property owners of the private residence being used for cultivation, such person(s) must obtain express consent of the property owner(s) prior to engaging in cannabis cultivation.

M. The odor resulting from cannabis cultivation shall not be detectable by human senses from any neighboring property or public right-of-way. If deemed necessary by the Director to ensure that no odor resulting from cannabis cultivation shall be detectable by human senses from any neighboring property or public right-of-way, a personal cannabis cultivator shall install and continuously operate a functioning ventilation and filtration system which complies with all applicable building code regulations, including obtaining all required permits and approvals.

N. Cannabis cultivation shall not result in emission of dust, glare, heat, gases, smoke, odors, fumes, particles, hazardous waste, or other impacts which constitute a nuisance or adversely affect the health, safety or welfare of any occupants of the subject property or of the surrounding area.

Section 18.49.240 Administration.

Further rules, regulations, procedures and standards for the administration and implementation of this chapter may be adopted from time to time either by resolution or ordinance of the City Council, by the Director (pursuant to authorization by resolution of the City Council), or as further provided by this chapter.

Section 18.49.250 Violations and Penalties.

A. Any violation of the provisions of this chapter is punishable as a misdemeanor or an infraction, at the discretion of the city prosecutor, pursuant to Chapter 1.08 of the Suisun City Code.

B. Any violation of the provisions of this chapter is grounds for issuance of an administrative compliance order pursuant to Chapter 1.16 of the Suisun City Code and/or issuance of an administrative citation pursuant to Chapter 1.20 of the Suisun City Code.
C. Any violation of this chapter constitutes a public nuisance which may be abated in accordance with the procedures set forth in Chapter 8.12 of the Suisun City Code. All costs to abate such public nuisance, including attorneys' fees and court costs, shall be paid by the person causing the nuisance, including the property owner where the nuisance is occurring.

D. The remedies prescribed in this chapter are cumulative of one another and of any other legal or equitable remedies which are or may be available to the City to enforce the provisions of this chapter. The use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing this chapter.

E. Any violation of the provisions of this chapter shall constitute a separate offense for each and every day during which such violation is committed or continued.

Section 18.49.260  Prohibitions.

A. Any commercial cannabis operation in violation of the MAUCRSA, this chapter, or any other applicable State or local law or regulation is expressly prohibited.

B. It is unlawful for any commercial cannabis operation in the City, or any agent, employee, or representative of such commercial cannabis operation, to permit any breach of peace or any disturbance of public order or decorum by any tumultuous, riotous, or disorderly conduct at the site of the commercial cannabis operation.

C. It is unlawful for any cannabis or cannabis products originally produced for personal use, pursuant to Section 18.49.230, to be sold in any manner.

Section 18.49.270  Nonconforming Use.

No use which purports to have engaged in a commercial cannabis activity of any nature prior to the enactment of this chapter shall be deemed to have been a legally established use under the provisions of this Code, or any other local ordinance, rule or regulation, and such use shall not be entitled to claim legal nonconforming status.

SECTION 4.  SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5.  EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its passage.

SECTION 6.  CERTIFICATION. The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.
SECTION 7.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this 17th day of March 2020.

Lori D. Wilson, Mayor

CERTIFICATION

I, Linda Hobson, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on Tuesday, February 18, 2020 and passed and adopted at a regular meeting of said City Council held on Tuesday, March 17, 2020, by the following vote:

AYES: Councilmembers: Adams, Williams, Mayor Wilson
NOES: Councilmembers: Day, Segala
ABSENT: Councilmembers: None
ABSTAIN: Councilmembers: None

WITNESS my hand and the seal of said City this 17th day of March 2020.

Donna Pock, CMC
Deputy City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

Anthony R. Taylor, City Attorney
SECTION 7.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this 17th day of March 2020.

__________________________
Lori D. Wilson, Mayor

CERTIFICATION

I, Linda Hobson, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on Tuesday, February 18, 2020 and passed and adopted at a regular meeting of said City Council held on Tuesday, March 17, 2020, by the following vote:

AYES: Councilmembers: Adams, Williams, Mayor Wilson
NOES: Councilmembers: Day, Segala
ABSENT: Councilmembers: None
ABSTAIN: Councilmembers: None

WITNESS my hand and the seal of said City this 17th day of March 2020.

__________________________
Donna Pock, CMC
Deputy City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

Anthony R. Taylor, City Attorney
1. Open the Public Hearing.
2. Take Public comment.
3. Close the Public Hearing.
5. Introduce and Waive Reading of Ordinance No.____: An Ordinance of the City Council of the City of Suisun City, California Amending the Suisun City Zoning Map to Establish a Cannabis Business Zone for Assessor’s Parcel Number: 0037-160-100.
6. Introduce and Waive Reading of Ordinance No. ___: An Ordinance of the City Council of the City of Suisun City, California Approving a Development Agreement with Element 7, Located at 300 Railroad Avenue.

Background

- Initiation of Cannabis Discussion in Suisun City.
- Ordinance No. 750 – Cannabis Regulatory Program Creation.
- Ordinance No. 768 – Expanded Zoning.
- November 24, 2020 City Council Direction.
Site Plan

Analysis

- Commercial Cannabis Business Permit (CCBP)
- Cannabis Business Zone (CBZ)
- General Plan Consistency
- Zoning Consistency
- Proposed Conditions of Approval
- CEQA Review
Next Steps

• With the approval of the CCBP and introduction of the CBZ and Development Agreement ordinances, the next step will be to have a second reading of the two ordinances at the April 5 City Council meeting.

• Once ordinances are adopted they will become effective 30 days from adoption.

Attachments

• Resolution with Exhibits.
• CBZ Ordinance.
• Development Agreement Ordinance.
• Retail Storefront Application.
• Focused Traffic Study, W-Trans.
• Ordinance No. 768.
AGENDA TRANSMITTAL

MEETING DATE: March 29, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022-___: Accept the Community Based Transportation Plan survey findings, choose a microtransit option, and notify Rio Vista and Solano Transportation Authority if City decides to partner on microtransit and participate in their RFP.

FISCAL IMPACT: There is no current fiscal impact.

STRATEGIC PLAN: Ensure Public Safety.

BACKGROUND: Solano Transportation Authority (STA) contracted with Nelson/Nygaard to conduct a Community Based Transportation Plan (CBTP) for Suisun City to help identify the best options for transit moving forward.

STAFF REPORT: A CBTP was performed in Suisun City over a several month period. The process included a survey that garnered 330 responses, which the consultant felt was a very good response. The presentation will go into detail about survey questions and responses.

Included in the CBTP is an Origin-Destination (OD) Analysis by Fehr & Peers (transportation solutions consultant). OD studies are used to determine travel patterns of traffic in an area of interest for a period of time. The presentation will go over the information from the OD analysis.

Based on the information from the CBTP the consultants have created a recommended service area map, have recommended the City adopt a “Hybrid” microtransit operating model, and have recommended a partnership with Suisun City, Rio Vista, and STA in order to provide a microtransit model in Suisun City starting January 1, 2023.

RECOMMENDATION: Approve Resolution No. 2022-___: Accept the Community Based Transportation Plan survey findings, approve the service area, choose a microtransit option, and notify Rio Vista and Solano Transportation Authority if City decides to partner on microtransit and participate in their RFP.

ATTACHMENTS:

1. Resolution No. 2022-___: Accept the Community Based Transportation Plan survey findings, approve the service area, choose a microtransit option, and notify Rio Vista and Solano Transportation Authority if City decides to partner on microtransit and participate in their RFP.
2. Presentation
RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY ACCEPTING THE COMMUNITY BASED TRANSPORTATION PLAN SURVEY FINDINGS, CHOOSE A MICROTRANSIT OPTION, AND NOTIFY RIO VISTA AND SOLANO TRANSPORTATION AUTHORITY IF CITY DECIDES TO PARTNER ON MICROTRANSIT AND PARTICIPATE IN THEIR RFP

WHEREAS, the Solano Transportation Authority (STA) contracted with Nelson/Nygaard to conduct a Community Based Transportation Plan (CBTP) for Suisun City to help identify the best options for transit moving forward.; and

WHEREAS, the process included a survey that garnered 330 responses, which the consultant felt was a very good response; and

WHEREAS, included in the CBTP is an Origin-Destination (OD) Analysis by Fehr & Peers (transportation solutions consultant) that can be used to determine travel patterns of traffic in an area of interest for a period of time; and

WHEREAS, based on the information from the CBTP the consultants have created a recommended service area map, have recommended the City adopt a “Hybrid” microtransit operating model, and have recommended a partnership with Suisun City, Rio Vista, and STA in order to provide a microtransit model in Suisun City starting January 1, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby accept the CBTP survey findings, approves the recommendations of the CBTP consultants, and authorizes the City Manager to notify Rio Vista and Solano Transportation Authority of Suisun City’s intent to partner on microtransit and participate in their RFP.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 29th day of March 2022, by the following vote:

AYES: Councilmembers: ____________________________________________

NOES: Councilmembers: ____________________________________________

ABSENT: Councilmembers: ____________________________________________

ABSTAIN: Councilmembers: ____________________________________________

WITNESS my hand and the seal of the City of Suisun City this 29th day of March 2022.

Anita Skinner
City Clerk
Suisun City Community-Based Transportation Plan (CBTP)

Project Leadership Team (PLT)

Wednesday, March 23, 2022
3:00pm – 4:30pm
Agenda

1. Welcome & Introductions
2. Current Mobility Programs
3. CBTP Outreach Survey Findings
4. CBTP Update: Microtransit Options
5. Microtransit Partnership RFP
6. Discussion & Next Steps
Welcome & Introductions
Current Mobility Programs Serving Suisun City
The Solano County Older Adults Medical Trip Concierge Service Program through GoGo Grandparents was established in FY 2018-19 and provides discounted Lyft and UBER rides to non-emergency medical appointments.

- Number of Suisun City GoGo registrants/participants: 98
- Number of rides taken originating in Suisun City (since program implementation): 1,034
- Number of rides taken to Suisun City (since program implementation): 870
Solano Intercity and Local Taxi Card For Suisun City Residents

The Taxi Card Program through PEX provides subsidized taxi service to older adults and ADA certified Solano County Residents.

- Suisun City specific PEX registrants/cardholders: 57
- Number of active users (those who have taken rides): 4
- Number of PEX Cardholders with funds available on their cards to use: 10
Suisun City Subsidized Lyft Programs

SUISUN 2/SUISUN 3 RIDES
For $2.00, take a one-way ride within Suisun City. For residents who qualify as low-income, all 1-way eligible rides are $1.50. For $3.00, take a one-way trip from Suisun City to the 5 locations listed below:

• Sutter Health
• NorthBay Medical Center
• Kaiser Clinic in Fairfield
• Ole Health Clinic
• Fairfield Transportation Center

Suisun $2/$3 Ride Data
Nov 2021 – Feb 2022

| 88 rides | $2.00 to/from Lawler Ranch and Pintail Dr. |
| 84 rides | $3.00 – 90% to/from FTC |
| 6 rides  | $1.50 |

178 Rides Total

8 Unique Riders
Average Cost $11.00/per trip

FIRST/LAST MILE PROGRAM
SUISUN CITY

<table>
<thead>
<tr>
<th>Total Number of One-Way Rides to/from Suisun Train Station</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 158</td>
</tr>
<tr>
<td>2019 1232</td>
</tr>
<tr>
<td>*2020 569</td>
</tr>
<tr>
<td>*2021 558</td>
</tr>
<tr>
<td>*2022 142</td>
</tr>
</tbody>
</table>

*During Covid
THANK YOU

Lloyd Nadal
Programs Department Division Manager
lloyd@sta.ca.gov

Debbie McQuilkin
Transit Mobility Coordinator II
dmcquilkin@sta.ca.gov
CBTP Outreach Survey Findings
Online Survey: Travel Behavior and Awareness

(330 responses total)

Reasons why respondents don’t use transit

- I prefer to use my own car (70%)
- Transit stop is too far from home (11%)
- Transit stop is too far from destination (11%)
- I don’t know enough about it (11%)

Respondents would make more trips on transit if…

- There were more routes where they needed to go (44%)
- Travel times were faster (42%)

59% of respondents were not aware of any of the services or incentives offered by Solano Mobility

53% of respondents have never used public transit in or around Suisun City.
Online Survey: Key Destinations

(330 responses total)

Locations respondents would like to go to but have difficulty traveling to included:

- **Airports** (SFO, OAK, SJC, SMF)
- **BART**
- Shopping centers like the mall, Walmart and Costco
- Other cities including Napa, Oakland, Sacramento, Vacaville, and Vallejo
Online Survey: Concerns and Recommendations

(330 responses total)

Respondents desired the following improvements:

- More convenient routes and schedules, including service later in the evenings and on weekends
- Sheltered bus stops
- Infrastructure for those with disabilities
- More information on routes / notifications about real time trip status

- Many respondents expressed concerns related to elimination of bus routes 5 and 6
CBTP Update: Microtransit Options
AM Peak Travel

- Near-term data based on cell phone origin-destination data
- Heavy westbound travel demand trend in the morning peak
- Some intra-Suisun City demand, including trips to schools
- Long term: More balance between Suisun City and Fairfield trips
Midday Peak Travel

- More balance between trips to/from Fairfield and Suisun City
- Intra-Suisun City demand shifts towards retail areas (Downtown, WalMart, Sunset/SR12)
- Long term: Most trips within Suisun City
Suisun City Existing Internal O-D Pairs (PM)

PM Peak Travel

- Heavier eastbound flows from Fairfield to Suisun City
- Intra-Suisun City demand remains focused on retail areas (Downtown, WalMart, Sunset/SR12)
- Long term: Most trips within Suisun City, including new employment centers.
Recommended Service Area

- Serve intra-Suisun City trips and trips between Suisun City and Fairfield
- One-seat ride to more destinations
- Connect with regional transit transfers:
  - Suisun City Amtrak
  - Fairfield Transportation Center
  - Solano Town Center

Major Transit Connection Points

1. Serve intra-Suisun City trips and trips between Suisun City and Fairfield
2. One-seat ride to more destinations
3. Connect with regional transit transfers:
   - Suisun City Amtrak
   - Fairfield Transportation Center
   - Solano Town Center
Microtransit Operating Models

- **In-House**
  - Agency procures custom app and dispatch software, and operates service (drivers, dispatchers, payment system, brand, marketing, customer service)

- **Hybrid**
  - Contractor provides off-the-shelf app and operates service, and agency operates service and marketing, customer service

- **Turnkey**
  - Contractor provides off-the-shelf app and operates service

- **TNC Subsidy**
  - Agency subsidizes specific trips booked and dispatched using contractor’s software and non-dedicated fleet

- **Community Mobility**
  - Service supported by members and/or grants provided to nonprofit organizations

*Note: No microtransit models yet but some carsharing models exist*
## Microtransit Operating Models

<table>
<thead>
<tr>
<th>Model</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>In-House</strong></td>
<td>Agency procures custom app and dispatch software, and operates service</td>
</tr>
<tr>
<td></td>
<td>(drivers, dispatchers, payment system, brand, marketing, customer service)</td>
</tr>
<tr>
<td><strong>Hybrid</strong></td>
<td>Contractor provides off-the-shelf app and payment system, and agency operates service</td>
</tr>
<tr>
<td><strong>Turnkey</strong></td>
<td>Contractor provides off-the-shelf app and operates service</td>
</tr>
</tbody>
</table>

**Community Mobility**

Service supported by members and/or grants provided to nonprofit organizations

(Note: No microtransit models yet but some carsharing models exist)
<table>
<thead>
<tr>
<th></th>
<th>Community Mobility</th>
<th>TNC Subsidy</th>
<th>Turnkey</th>
<th>Hybrid</th>
<th>In-House</th>
<th>Agency Provides</th>
<th>Contractor Provides</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>In-House</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Vehicles</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Drivers</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Brand</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Marketing</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Customer service</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Payment system</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Vehicles</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Drivers</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Brand</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Marketing</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Customer service</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Payment system</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Vehicles</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Drivers</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Brand</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Marketing</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Customer service</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Payment system</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Item 11 Attachment 2
## Operating Characteristics

<table>
<thead>
<tr>
<th>Ridership Range</th>
<th># of Vehicles Range*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ridership Range</strong></td>
<td><strong>Low – 4%</strong></td>
</tr>
<tr>
<td><strong>Trip Capture</strong></td>
<td><strong>Trip Capture</strong></td>
</tr>
<tr>
<td><strong>Low – 4%</strong></td>
<td><strong>High – 8%</strong></td>
</tr>
<tr>
<td><strong>Trip Capture</strong></td>
<td><strong>Trip Capture</strong></td>
</tr>
<tr>
<td><strong>Low – 4%</strong></td>
<td><strong>High – 8%</strong></td>
</tr>
<tr>
<td><strong>Trip Capture</strong></td>
<td><strong>Trip Capture</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Near-Term (Big Data)</th>
<th>AM Peak</th>
<th>MD Peak</th>
<th>PM Peak</th>
<th>Daily</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM Peak</td>
<td>60</td>
<td>36</td>
<td>48</td>
<td>150</td>
</tr>
<tr>
<td>MD Peak</td>
<td>118</td>
<td>70</td>
<td>96</td>
<td>300</td>
</tr>
<tr>
<td>PM Peak</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily</td>
<td>5-7</td>
<td>4-5</td>
<td>4-5</td>
<td>5-7</td>
</tr>
<tr>
<td>Daily</td>
<td>8-10</td>
<td>5-7</td>
<td>6-8</td>
<td>8-10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Long-Term (Forecasts)</th>
<th>AM Peak</th>
<th>MD Peak</th>
<th>PM Peak</th>
<th>Daily</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM Peak</td>
<td>74</td>
<td>62</td>
<td>88</td>
<td>225</td>
</tr>
<tr>
<td>MD Peak</td>
<td>145</td>
<td>126</td>
<td>176</td>
<td>450</td>
</tr>
<tr>
<td>PM Peak</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily</td>
<td>5-7</td>
<td>5-6</td>
<td>6-8</td>
<td>6-8</td>
</tr>
<tr>
<td>Daily</td>
<td>10-13</td>
<td>9-12</td>
<td>11-15</td>
<td>11-15</td>
</tr>
</tbody>
</table>

*Assumes 6-8 passengers per vehicle per trip
*Assumes each vehicle can make 2 trips/hour within Suisun City or 1 trip/hour for trips between Suisun City and Fairfield
**4% Trip Capture based on existing Suisun City mode split data from Solano County Active Transportation Plan
Peer Microtransit Services
# Napa Valley Transportation Authority: The Vine

<table>
<thead>
<tr>
<th>Operating Model</th>
<th>Hybrid</th>
<th>Estimated # of Vehicles (total)</th>
<th>Service Area</th>
<th>Subsidy per passenger trip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>4-6 vehicles (total)</td>
<td>10 sq mi each City (St. Helena and Calistoga)</td>
<td>$17.00 (2019 self-reported figures)</td>
</tr>
</tbody>
</table>
### West Sacramento: Partnership with Via

<table>
<thead>
<tr>
<th>Operating Model</th>
<th>Turnkey (operated by Via)</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Vehicles</td>
<td>11</td>
</tr>
<tr>
<td>Service Area</td>
<td>20 sq mi</td>
</tr>
<tr>
<td>Subsidy per passenger trip</td>
<td>$10.84 (FY 2019/20)</td>
</tr>
</tbody>
</table>
Marin Transit: "Connect2Transit"

<table>
<thead>
<tr>
<th>Operating Model</th>
<th># of Vehicles</th>
<th>Service Area</th>
<th>Subsidy per passenger trip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hybrid</td>
<td>4</td>
<td>60-70 sq mi (based on 2.5-mile radius from SMART stations)</td>
<td>$40.00 (2019 One-Year Evaluation Report)</td>
</tr>
</tbody>
</table>
## Benicia Lyft Program

<table>
<thead>
<tr>
<th>Operating Model</th>
<th>TNC Subsidy</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Vehicles</td>
<td>N/A</td>
</tr>
<tr>
<td>Service Area</td>
<td>13 sq mi</td>
</tr>
<tr>
<td>Subsidy per passenger trip</td>
<td>Up to $20.00 (riders pay $5 of Lyft fares plus difference in fares over $25)</td>
</tr>
</tbody>
</table>
## Rio Vista: Uber Partnership

<table>
<thead>
<tr>
<th>Operating Model</th>
<th># of Vehicles</th>
<th>Service Area</th>
<th>Subsidy per passenger trip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hybrid</td>
<td>4</td>
<td>7 sq mi (City of Rio Vista)</td>
<td>TBD</td>
</tr>
</tbody>
</table>

TBD: To Be Determined

---

Image: A bus with text that may indicate public transportation or a related service.
Microtransit Partnership RFP
Microtransit Pilot launched February 14, 2022 and averaging 60 riders per week.

Rio Vista Delta Breeze Microtransit

- Partnered with Uber Transit
- Hardware and tablets have been installed on all revenue vehicles
- Drivers and dispatch trained and are proficient with the technology
- Backend tasks completed
  - Fare Structure
  - Geofence Service Area
  - Span of Service

Now Featuring:
- Mobile App Reservations
- Realtime Vehicle Tracking
- Same Fare Structure
- Cashless/Contactless Fares
- Wheelchair Accessible

Ordering is as Easy as 1-2-3:
1. Download and install the Uber App on your smartphone
2. Scroll down to the Transit Option
3. Order your ride on Delta Breeze

*Phone Reservations Still Available: (707) 374-2878
Proposed City of Suisun City, Rio Vista, and STA Partnership

• In preparation for the provisions of microtransit service, STA worked with SolTrans to acquire three cutaway buses to be utilized for the new service model.
• The contract for the Rio Vista Delta Breeze operations and maintenance expires on December 31, 2022, with two option years remaining.
• If the City of Suisun City is interested, the Rio Vista Delta Breeze would issue a new RFP for the Operations and Maintenance to include the city of Suisun City.
• The Rio Vista Delta Breeze will be able to provide commute fixed route service, which can transport school age children to their school, and microtransit service within Suisun City and key destinations in Fairfield in the mid-day through its partnership with Uber Transit.
• STA staff manages the Delta Breeze contract for Rio Vista.
Next Steps:

Action Item: The Suisun City Council to formally request a microtransit partnership with the City of Rio Vista and STA.

Follow up Steps:
1) Identify a transit yard in the City of Suisun City in order to place Suisun City’s dedicated transit fleet.
2) STA Staff to Rio Vista will generate an RFP and have Caltrans approve prior to release
3) Evaluate proposers
4) Obtain Suisun City and the City of Rio Vista Council’s approval to enter into a contract with the selected vendor.
5) Have Caltrans approve the contract prior to the contract being executed.
6) Start the new microtransit service January 1, 2023.
Questions

Ron Grassi
Director of Programs
rgrassi@sta.ca.gov
707-399-3233

Brandon Thomson
Transit Mobility Coordinator
bthomson@sta.ca.gov
707-399-3234
6

Discussion & Next Steps
Next Steps

- March 29: City Council Meeting

Item 11
Attachment 2