

CITY COUNCIL
Lori Wilson, Mayor
Wanda Williams, Mayor Pro-Tem
Anthony Adams
Jane Day
Michael A. Segala



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

A G E N D A

**REGULAR MEETING OF THE
SUISUN CITY COUNCIL
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, MARCH 17, 2020
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 Executive Order released on March 12, 2020, the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Anthony Adams, Jane Day, Michael A. Segala, and Mayor Pro Tem Wanda Williams. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

*DUE TO CORONAVIRUS COVID-19 RESIDENTS ARE ENCOURAGED
TO ATTEND THE CITY COUNCIL MEETING VIA THE APPLICATION, ZOOM.*

ZOOM MEETING INFORMATION:

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

MEETING ID: 744 576 1347

CALL IN PHONE NUMBER: (707) 438-1720

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

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

(Next Ord. No. – 769)

(Next City Council Res. No. 2020 – 25)

Next Suisun City Council Acting as Successor Agency Res. No. SA2020 - 01)

(Next Housing Authority Res. No. HA2020 – 02)

ROLL CALL

Council / Board Members

Pledge of Allegiance

Invocation

DEPARTMENTS: AREA CODE (707)

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

PUBLIC COMMENT

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

CONFLICT OF INTEREST NOTIFICATION

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

REPORTS: (Informational items only.)City Council

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

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

City Council

2. Proclamation (not presented) – (Wilson: lwilson@suisun.com).
 - a. Presentation of Proclamation recognizing the 150th year Anniversary of the Order of Eastern Star.
 - b. Presentation of Proclamation to Nanette Shamieh, Community Partnerships Coordinator; Pamela Ingram, Community Preparedness Team Lead; Marilyn Hodges, Disaster Action Team Tech, and Philip Arsich, Disaster Team Dispatcher of the Solano County American Red Cross recognizing March 2020 as American Red Cross Month
3. Presentation of Certificates of Recognition (not presented) – (Wilson: lwilson@suisun.com).
 - a. Presentation of Certificates of Recognition to Stephanie Knight and HGTV Participants
4. Mayoral Appointments:
 - a. General Tax Oversight Committee – (Wilson: lwilson@suisun.com).
 - b. Public Safety and Emergency Management Committee – (Day: jday@suisun.com).
5. Engie Rebate Check Presentation – (Medill: mmedill@suisun.com).

CONSENT CALENDAR

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

City Council

6. Council Adoption of Resolution 2020-___: Authorizing the City Manager to Enter into a Construction Contract with Dynamic Precast for the 1203 Potrero Circle Sound Wall Repair Project – (Medill: mmedill@suisun.com).
7. Council Adoption of Resolution 2020-___: Authorizing the City Manager to Enter into an Agreement with Miracle Play Systems for the Lawler Ranch Park Tot Lot Fall Protection Material Replacement Project - (Medill: mmedill@suisun.com).

8. Council Adoption of Resolution 2020-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Willdan Engineering for the Asphalt Rubber Cape Seal Project of Village Drive and Whispering Bay Lane – (Medill: mmedill@suisun.com).
9. Council Adoption of Resolution 2020-___: Accept the Replacement of the Fire Alarm Panel at the Harbor Theater Project as Complete, and Authorize the City Manager to Record the Notice of Completion for the Project – (Medill: mmedill@suisun.com).
10. Council Adoption of Resolution No. 2020-___: Authorizing the City Manager to Execute Eight (8) Vehicle Lease Agreements with Enterprise Fleet Management, Inc. and Declare Nine (9) City Vehicles as Surplus Assets for Auction – (Medill: mmedill@suisun.com).
11. Council Adoption of Resolution 2020-___: Authorizing the City Manager Enter into a Construction Contract on the City's Behalf with Bellingham Marine Industries, Inc. for the Suisun Marina Docks Water Line Replacement Project – (Medill/Lofthus: mmedill@suisun.com, klofthus@suisun.com).
12. Council Adoption of Resolution No. 2020-___: Authorizing the City Manager to Enter into a Memorandum of Understanding (MOU) with Bobby Sox – (Lofthus: klofthus@suisun.com).
13. Council Adoption of Resolution No. 2020-___: Authorizing the City Manager to Waive Program and Rental Fees During the COVID-19 Outbreak – (Lofthus: klofthus@suisun.com).
14. Council Adoption of Resolution No. 2020-___: Adopt an Amendment to the Planning Commission Bylaws to Change the Time of Regular Planning Commission Meetings from 7PM to 6PM – (Kearns: jkearns@suisun.com).
15. Approving Appointments of City Staff Members to the Pooled Liability Assurance Network (PLAN) JPA Board of Directors and to the Local Agency Workers' Compensation Excess Joint Powers Authority's Governing Board:
 - a. Council Adoption of Resolution 2020-___: Appointing One Director and One Alternate Director to the Pooled Liability Assurance Network (PLAN) JPA Board of Directors; and
 - b. Council Adoption of Resolution 2020-___: Appointing One Representative and One Alternative Representative to the Local Agency Workers' Compensation Excess Joint Powers Authority's Governing Board.
16. Council Adoption of Resolution No. 2020-___: Authorizing the Purchase of Two Cardiac Monitors from Zoll Medical Corporation – (Vincent: jvincent@suisun.com).
17. Council Adoption of Resolution No. 2020___: Approval of Police Department Police Officer Position Converted to one Additional Full Time Equivalent (FTE) Police Sergeant Position and Eliminate the .5 Position. No FTE's added.
18. Council Adoption of Resolution No. 2020-___: Accepting the Comprehensive Annual Financial Report and Report on Federal Awards in Accordance with OMB Circular A-133 for Fiscal Year 2018-19 – (Luna: eluna@suisun.com).

19. Council/Agency/Authority Accept the Investment Report for the Quarter Ending December 31, 2019 – (Luna: eluna@suisun.com).
20. 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 4, 2020, February 18, 2020, and March 4, 2020 – (Hobson: Clerk@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

21. Council/Agency Approval of the February 2020 Payroll Warrants in the Amount of \$476,784.05. Council/Agency Approval of the February 2020 Accounts Payable Warrants in the Amount of \$695,468.07– (Finance).

PUBLIC HEARINGS

City Council

22. PUBLIC HEARING (CONTINUED FROM FEBRUARY 18, 2020)
Council Introduction and Waive Reading of Ordinance No.____: Repealing and Replacing Section 18.36.070 of Title 18 of the Suisun City Code and Amending the Waterfront District Specific Plan, Relating to Regulations for Front, Rear, and Side Yard Areas of Residential Properties – (Kearns: jkearns@suisun.com)
23. PUBLIC HEARING (CONTINUED TO MAY 5, 2020)
Waterfront District Business Improvement District – (Kearns: jkearns@suisun.com).
 - a. Resolution No. 2020-__ : Declaring its Intent to Consider Reauthorizing the Suisun City Historic Waterfront Business Improvement District and the Assessment Levy for the District for Fiscal Year 2020, and Setting a Public Hearing to Consider these Matters for _____, 2020.
24. PUBLIC HEARING
Council Introduction and Waive Reading of Ordinance No.____: Amending Chapter 10.36 of the Suisun City Municipal Code and Add Definitions to the Existing Code – (Roth: aroeth@suisun.com)

GENERAL BUSINESS

City Council

25. Council Adoption of Resolution 2020-____: Accepting the 2019 Annual Progress Report of Suisun City General Plan and Housing Element - (Kearns: jkearns@suisun.com).
26. Council Adoption of Ordinance 768: 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 – (Folsom / Kearns: gfolson@suisun.com, jkearns@suisun.com).

REPORTS: (Informational items only.)

27. a. Council/Boardmembers
b. Mayor/Chair
28. City Manager/Executive Director/Staff

PUBLIC COMMENT

(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)

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 the 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; and the 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 17, 2020 was posted and available for review, in compliance with the Brown Act.

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Office of the Mayor
Suisun City, California

Proclamation



WHEREAS, the Order of the Eastern Star of California, Suisun Chapter No. 2 is Celebrating its 150th Anniversary striving to live a life by the enduring beliefs of Brotherly Love, Relief, and Truth, along with certain core values of Friendship, Community Service, Diversity, Charity, and Patriotism; and

WHEREAS, “A Star Was Born”, Suisun Chapter No. 2 was formed in the City of Suisun City, California on Saint Patrick’s Day, March 17, 1870. The Golden Gate Chapter No. 1 of San Francisco came to Suisun City and acted as sponsors for the new Chapter at the head of the Suisun Slough. They traveled to Suisun City on the steamship Walker, arriving at the Institution at 1 o’clock in the morning. Its inaugural meeting was held at the Frank & Dinkelspiel Building, which was destroyed by fire in 1888 along with half of Suisun City; and

WHEREAS, Suisun Chapter No. 2 moved from Suisun City in 1970 to the Fairfield/Suisun Masonic Building in Fairfield, CA and later consolidated with Rio Vista Chapter #222 on November 20, 2004; and

WHEREAS, the Order of the Eastern Star is an inclusive fraternal organization for those who are committed to providing an environment of friendship and fellowship by implementing innovative ideas for positive change while working cohesively with the Masonic Family; and

WHEREAS, the members of the Suisun Chapter #2 are joined by more than 500,000 members worldwide making it the largest fraternal organization in the world; and

WHEREAS, the Suisun Chapter No. 2 serves our community in a variety of ways by collecting food for needy families, supporting our military men and women, and participating in several state wide charities including American Cancer Society Relay for Life.

NOW, THEREFORE, I, Lori D. Wilson, Mayor of the City of Suisun City, do hereby recognize the 150th Anniversary of the founding of the Order of the Eastern Star of California, Suisun Chapter No. 2 and encourage residents to Celebrate their efforts to give back to our community.

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

Lori D. Wilson, Mayor

ATTEST: _____
DATE: _____ March 17, 2020



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Office of the Mayor
Suisun City, California

Proclamation



WHEREAS; every year, the American Red Cross, the largest humanitarian organization in the world, responds to an average of more than 60,000 disasters across the country from small home fires to massive disasters; and

WHEREAS; March is American Red Cross Month, a time when we recognize the humanitarian organization that eases people’s suffering during life’s emergencies in Suisun City, across the United States and around the world.

WHEREAS; last year in Solano County, American Red Cross volunteers helped 88 families affected by 53 home fires providing emotional support, collected 166 units of lifesaving blood; taught skills that save lives to 6,885 community members; and supported 662 military members and their families; and

WHEREAS; when large disasters occur in other parts of the country, volunteers from Suisun City, were among the nearly 9,000 Red Crossers who left their homes to work alongside partners to provide refuge, food, relief items, emotional support; and

WHEREAS; the Red Cross continues to work with its partners to prevent fire tragedies through its national Home Fire Campaign and installed nearly 967 free smoke alarms in Solano County and made 306 households safer from the threat of home fires; and

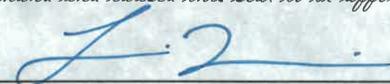
WHEREAS; every day, people in our community depend on the American Red Cross, whose lifesaving mission is powered by the devotion of volunteers, generosity of donors and partnership of community organizations; and

NOW, THEREFORE, I, Lori D. Wilson, Mayor of the City of Suisun City, do hereby proclaim March 2017 as

“American Red Cross Month”

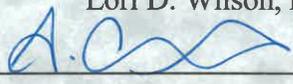
in the City of Suisun City and encourage all residents to supports its vital work to prevent and alleviate human suffering in the face of emergencies.

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



Lori D. Wilson, Mayor

ATTEST:



DATE:

March 17, 2020



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City of Suisun City

Certificate of Mayoral Recognition



Presented to

Stephanie Knight, SK Creative Arts	Greg Folsom, Suisun City Manager	Lana Meek
Larry Burns, Epic Flight	Aaron Roth, Suisun City Chief of Police	Kimberle Richard
Michael Ndah, Steadfaster Media	Justin Vincent, Suisun City Fire Chief	John Moore
Ryan Bates, Ryan Bates Photography	Arri McConville	Ramses Solis
Jodi Webber, Jodi Webber Photography	Joshua Kinder	Scott Corey
Christopher Cooke, Christopher Cooke Photography	Arian Mahusay	Kristiana Knight
Joe Neitzel, Solano History Exploration Center	Darin Reyes	Tonya Dretzka
Sue Cavazos, Suisun Harbor Theater	Ron Smith	Jessica Ostrowski
Dylan Carpowich, Author	Jeff Knight	Elli Vincent
James Berg, Grizzly Waters Kayaking	Laura Souza	Chavares Wilson
Dragon Roll Media	Leslie Austin Smith	Sheila Rose
Michelle Austin	Kellan Clark	Austin Meek
John Harter	Tia Maddison	Kris Reiger, Suisun Wildlife Center
Barbara McFadden	JoRené Daniel	Monique Liguori, Suisun Wildlife Center
Lorraine Meek	Beth Luna	

For your participation in highlighting our City to HGTV's Hometown Takeover and to our Region. Your support in this effort is a vital component to moving our City forward and fulfilling the Council's Strategic Plan to revitalize the Downtown Waterfront.

Lori D. Wilson, Mayor
March 17, 2020

****Due to the COVID-19 social distancing protocols, we look forward to hosting a recognition event later this year.****

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AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-___: Authorizing the City Manager to Enter into a Construction Contract with Dynamic Precast for the 1203 Potrero Circle Sound Wall Repair Project.

FISCAL IMPACT: There would be no impact to the General Fund. The total cost of the 1203 Potrero Circle Sound Wall Repair Project (Project) will be no more than \$65,000 borne by the Lawler Ranch Landscaping & Lighting District (Lawler LLD).

STRATEGIC PLAN IMPACT: Ensure Public Safety, Provide Good Governance.

BACKGROUND: As part of the approval for the construction of the Lawler Ranch subdivision, a concrete sound wall running along the length of the Highway 12 was required. The sound wall also runs down both sides of the street at each main entrance to the first four-way intersection for each entrance. The maintenance of the sound wall is the responsibility of the Lawler LLD.

STAFF REPORT: A strong windstorm occurred over the last weekend in October 2019. The windstorm knocked over several trees along Highway 12 and in the Lawler Ranch interior. One of the trees that was knocked down was located behind 1203 Potrero Circle. This downed tree knocked down two (2) panels of the sound wall and damaged at least one (1) column when it fell into the resident's backyard.

Staff removed the downed tree and now it is appropriate to make the necessary repairs to the damaged sound wall. The access location for repairs, along the shoulder of Highway 12, requires that the vendor obtain a Caltrans sub-Encroachment Permit and include a traffic control plan as part of their quote. The City will first obtain a "Parent" Encroachment Permit (Permit) and then the vendor will apply for a sub-Encroachment Permit under the City's Permit number.

Staff reached out to four (4) concrete precast vendors. Only two (2) responded with quotes. The first, Old Castle Precast provided a quote of \$27,210 to replace and paint the damaged sound wall. They do not provide traffic control and will not contact Caltrans for the sub-Encroachment Permit, meaning that all Caltrans and Highway 12 related work and permits would fall to the City to manage. Staff contacted Old Castle Precast to determine if the needed additional Caltrans items could be added into the quote but Old Castle Precast would not include these additional items.

The second vendor, Dynamic Precast, provided a quote ranging from \$38,000 to \$55,000. The quote did not initially include the necessary Caltrans permit and work but after a phone conversation with the vendor, they agreed to include this in the project and in their quote. The final price will be dependent on whether Caltrans will allow the fence along Highway 12 to be temporarily cut and replaced for this project. Cutting the fence will allow the vendor direct access to the repair location.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

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

If Caltrans will not allow the vendor to cut and replace the fence, it will be necessary for the vendor to rent a large heavy-duty crane that can lever the panels and column into place over the fence.

The Staff Recommendation is that the City award the contract for this work to Dynamic Precast and include a contingency of up to \$10,000.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2020-__: Authorizing the City Manager to Enter into a Construction Contract with Dynamic Precast for the 1203 Potrero Circle Sound Wall Repair Project.

ATTACHMENTS:

1. Resolution No. 2020-__: Authorizing the City Manager to Enter into a Construction Contract with Dynamic Precast for the 1203 Potrero Circle Sound Wall Repair Project
2. Project Location Map.
3. Dynamic Precast Quote.

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION
CONTRACT WITH DYNAMIC PRECASE FOR THE 1203 POTRERO CIRCLE
SOUND WALL REPAIR PROJECT**

WHEREAS, as part of its development the Lawler Ranch subdivision installed sound wall around Highway 12 and to the first intersection at both entrances; and

WHEREAS, a large windstorm occurred over the last week in October 2019 and knocked over multiple trees including the tree that fell on and broke two panels and a column of sound wall behind 1203 Potrero Circle; and

WHEREAS, repair to the broken portions of the sound wall are required to reinstate the integrity of the sound wall and close the exposed yard behind 1203 Potrero Circle, and

WHEREAS, staff contacted four (4) concrete precast companies for repair quotes and two (2) companies responded; and

WHEREAS, as part of this project is it is necessary to coordinate with Caltrans and obtain a Caltrans Encroachment Permit due to the only access to the project site being along the shoulder of Highway 12; and

WHEREAS, the City has identified Dynamic Precast (Contractor) as the vendor who will provide all aspects of the project that are required for completion include the concrete precast materials, installation, and obtaining a Caltrans Encroachment Permit; and

WHEREAS, this final cost of this project is uncertain at this time as the City and Contractor must obtain Caltrans permission to cut and replace fencing along Highway 12 to keep this project on this lower end of the cost projection (\$38,000), if this is not authorized then it will be necessary to bring in large, heavy equipment that can pick up the pieces and move them over the fence into place (\$17,000) for a total price of \$55,000; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby authorize the City Manager, or his designee, to enter into a construction contract with Dynamic Precast to complete the 1203 Potrero Circle Sound Wall Repair Project of up to \$55,000, and authorizes contingency of up to \$10,000.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 17th day of March 2020 by the following vote:

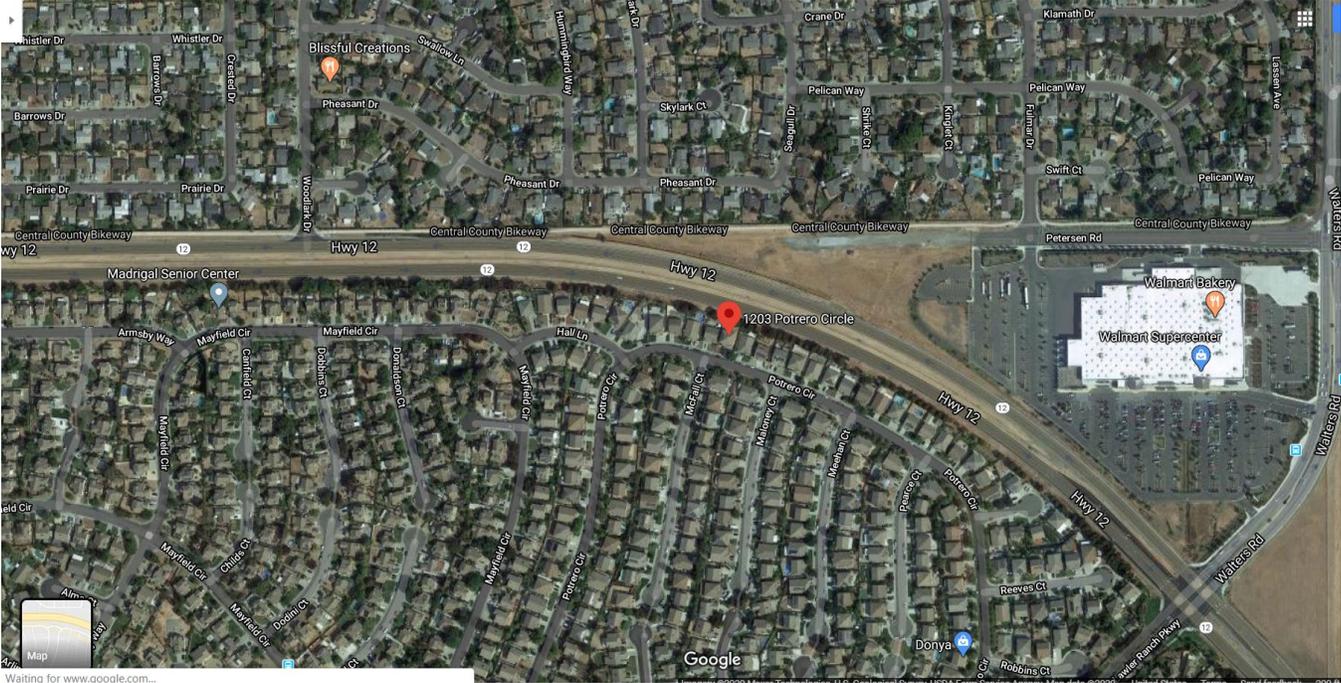
AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this 17th day of March 2020.

Donna Pock, CMC
Deputy City Clerk

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Project Location Map 1203 Potrero Circle Sound Wall Repair Project



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DYNAMIC PRECAST CO., INC.

PROPOSAL/CONTRACT

5300 SEBASTOPOL ROAD
SANTA ROSA CA 95407
(707) 573-1110 FAX (707) 573-1919
CONT. LIC. NO. 599046

PROPOSAL NO. 5

DATE: MARCH 2, 2020

PROPOSAL TO CONTRACTOR:

LOCATION OF WORK:

CITY OF SUISUN

PROJECT: LAWLOR RANCH - REPAIR WALL
PANEL AND COLUMNS

701 CIVIC CENTER BLVD

ADDRESS: 1203 PORTRERO CIRCLE

SUISUN CITY, CA 94585

CITY STATE ZIP: SUISUN CITY, CA 94585

TEL: 707-421-7345

DATE OF PLANS: EMAIL W/PICTURES

EMAIL: adum@suisun.com

ARCHITECT: NA

ATTN: AMANDA DUM

DESCRIPTION OF WORK:

DYNAMIC PRE-CAST CO., INC. HEREBY PROPOSES TO PROVIDE THE MATERIAL AND PERFORM THE LABOR NECESSARY AT THE ABOVE LOCATION FOR THE COMPLETION OF THE FOLLOWING:

TO REPAIR PRECAST PANEL WALL 6 FT. HIGH, WHERE DAMAGED BY FALLING TREE ON THE S. SIDE OF CA HWY 12 IMMEDIATELY EAST OF THE "SAFETY CORRIDOR SIGN. WALL FORM THE REAR FENCE OF THE ABOVE JOBSITE ADDRESS. WORK CONSISTS OF THE FOLLOWING:

1. REMOVE TWO EXISTING PANELS. DISPOSE OF BROKEN CONCRETE.
2. REMOVE AND DISPOSE OF BROKEN COLUMN.
3. CONSTRUCT ONE OR MORE COLUMNS (CAST IN PLACE).
4. MANUFACTURE TWO MATCHING PRECAST PANELS AT OUR PLANT IN SANTA ROSA.
5. TRANSPORT AND INSTALL 2 NEW PANELS.
6. PAINT ALL TO MATCH.
7. FALLEN TREE REMOVAL BY OTHERS.
8. WE UNDERSTAND THIS IS A PREVAILING WAGE PROJECT.
9. INCLUDES AND CALTRANS ENCROACHMENT FEES (OBTAINED UNDER CITY MASTER).
10. INCLUDES CRANE WORK AS NECESSARY.
11. THIS PROPOSAL SUPERSEDES ALL PREVIOUS QUOTES: (PPL #1 DATED 12-13-19, AND PPL 1 DATED 12-18-19.)

WORK INCLUDES ONLY THAT WHICH IS LISTED ABOVE.

PAYMENT:

CONTRACTOR AGREES TO PAY DYNAMIC PRECAST CO. INC. A TOTAL PRICE OF: \$ 38,000.00 (THIRTY EIGHT THOUSAND AND 00/100 DOLLARS)

PAYMENT SCHEDULE:

MONTHLY...THAT PORTION OF THE WORK WHICH WAS COMPLETED IN A GIVEN MONTH WILL BE DUE AND PAYABLE BY THE TENTH OF THE FOLLOWING MONTH. **NO RETENTION.** PLEASE ADD 5% TO THE ABOVE PRICES IF RETENTION IS REQUIRED.

COMMENCEMENT OF WORK:

IF THE JOBSITE IS NOT READY FOR COMMENCEMENT OF THE WORK COVERED BY THIS CONTRACT WITHIN 90 DAYS FROM THE ACCEPTANCE DATE, CONTRACTOR MAY CANCEL THIS CONTRACT

TERMS AND CONDITIONS:

THIS PROPOSAL INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, AND IS SUBJECT TO YOUR WRITTEN ACCEPTANCE WITHIN 20 DAYS FROM THE DATE SIGNED BY SUBCONTRACTOR OR MAY BE WITHDRAWN BY SUBCONTRACTOR. WHEN ACCEPTED BY YOU WITHIN SUCH TIME, THIS PROPOSAL WILL CONSTITUTE A SUBCONTRACT BETWEEN DYNAMIC PRE-CAST CO., INC. AS "SUBCONTRACTOR" AND YOU AS "CONTRACTOR".

DYNAMIC PRECAST CO., INC.

ACCEPTED

BY: *Guenter Meiburg*

BY: _____

DATE: MARCH 2, 2020

DATE: _____

LIC. NO. 599046

LIC. NO. _____

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AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-__: Authorizing the City Manager to Enter into an Agreement with Miracle Play Systems for the Lawler Ranch Park Tot Lot Fall Protection Material Replacement Project.

FISCAL IMPACT: There would be no impact on the General Fund. The cost for the Lawler Ranch Park Tot Lot Fall Protection Material Replacement Project (Project), if awarded, would be \$58,883.17. The Project would be fully paid for by the Lawler Ranch Landscaping and Lighting District (LRLLD).

BACKGROUND: The Lawler Ranch Landscaping and Lighting District (LRLLD) contains four (4) parks, two (2) of which contain play structures. One of those parks is Lawler Ranch Park which is home to two (2) play structure lots: a tot lot and a bigger kids' lot. Both play structure lots have pour-in-place fall material under the play structures which periodically needs patching and/or replacing to ensure adequate fall protection for play structure users.

STAFF REPORT: The fall protection material under the tot lot play structure in Lawler Ranch Park has reached a point where is necessary to be replaced. Pour-in-place rubber fall protection material is a type of solid surface fall material. In high use areas, such as the Lawler Park tot lot (tot lot), the material begins to wear in high traffic areas. Children will also often start to pick apart pieces of the material. The tot lot fall material is not heavily worn but has large areas of damage. Patches have been placed in the past to address damaged areas, but the patches are now damaged, and it is now appropriate to replace the entire tot lot fall material area.

In order to keep the tot lot up to safety standards and in response to resident comments, staff obtained three quotes for this Project. The lowest bid was provided by Miracle Play Systems and includes removing the existing fall material and replacing the existing color waves to imitate the existing pattern.

COMPANY	BID AMOUNT
Miracle Play Systems	\$58,883.17
California Playgrounds	\$70,990.00
Playgrounds Unlimited	\$71,916.96

STAFF RECOMMENDATION: It is recommended that the City Council adopt resolution No. 2020-__: Authorizing the City Manager to Enter into an Agreement with Miracle Play Systems for the Lawler Ranch Park Tot Lot Fall Protection Material Replacement Project and authorize up to 10% for contingencies.

ATTACHMENTS:

1. Council Adoption of Resolution No. 2020-__: Authorizing the City Manager to Enter into an Agreement with Miracle Play Systems for the Lawler Ranch Park Tot Lot Fall Protection Material Replacement Project.
2. Project Location Map.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Jim Herrod, Public Works Supervisor
 Matthew Medill, Public Works Director | City Engineer
 Greg Folsom, City Manager

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RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
MIRACLE PLAY SYSTEMS FOR THE LAWLER RANCH PARK TOT LOT FALL
PROTECTION MATERIAL REPLACEMENT PROJECT**

WHEREAS, the Lawler Ranch has two (2) parks that contain play structures within in its boundaries; and

WHEREAS, it is part of routine maintenance to repair and/or replace the fall material under each play structure as need; and

WHEREAS, it is now necessary to replace the pour-in-place fall protection material under the play structure in the Tot Lot area of Lawler Ranch Park; and

WHEREAS, staff has obtained three (3) quotes for this project with Miracle Play Systems being the lowest bidder providing a bid of \$58,883.17; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby approves the Lawler Ranch Park Tot Lot Fall Protection Material Replacement Project (Project), and authorizes the City Manager to execute an agreement with Miracle Play Systems in the amount up to \$58,883.17, to include an up to 10% contingency.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 17th day of March 2020, by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of March 2020.

Donna Pock, CMC
Deputy City Clerk

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Project Location Map
Lawler Ranch Park Tot Lot Fall Protection Material Replacement Project



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AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Willdan Engineering for the Asphalt Rubber Cape Seal Project of Village Drive and Whispering Bay Lane.

FISCAL IMPACT: There would be no impact to the General Fund. The cost for retaining the firm of Willdan Engineering, Inc. to perform the professional services to produce the plans, specifications and estimate construction bid package including optional tasks, is \$55,034, and the Transportation Capital Projects Fund (F115) has adequate funding to cover the cost for this professional service work.

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

BACKGROUND: The City of Suisun City is responsible for the maintenance of nearly 153 lane miles of roadway with over 13 million square feet of pavement. The goal of the Suisun City Pavement Management Program is to maintain the city's pavement in the best condition possible given the available funding. Each year, preventive maintenance treatments are performed on various city streets. These treatment projects are intended to extend the life of the pavement and avoid costlier repair or replacement of streets. Road reconstruction is only considered when preventive maintenance treatments are no longer cost-effective or feasible. The cost of reconstructing a street can exceed ten times the cost of performing a preventative maintenance treatment.

On April 2, 2019 the City Council approved Resolution 2019-32 approving the list of roadway projects for Fiscal Year 2019-20 to comply with the requirements of SB1 and staff submitted the adopted Resolution to the California Transportation Commission prior to May 1, 2019 to secure funding. The list of projects included a resurfacing project of rubberized cape seal with some dig out areas for pavement repair and curb ramp upgrades to comply with the Americans with Disabilities Act for Village Drive (Leafwood Court to Highway 12) and Whispering Bay Lane (Francisco Drive to Driftwood Drive).

STAFF REPORT: The Public Works Department (Department) is committed to optimizing our Pavement Management Program by incorporating elements of City planning documents and programs included the Complete Streets Safety Assessment Report, the Safe Routes to School Program and the Active Transportation Plan, and also combining funding sources from potential grant funding sources such as the Transportation Fund for Clean Air (TFCA). As the 2019 list of streets including Whispering Bay Lane, in an effort to maximize collaboration in 2019 the Department successfully applied for and was granted a TFCA grant for a traffic calming project at Crystal Middle School. This project achieved two objectives in providing a Safe Routes to

PREPARED BY:
APPROVED BY:

Matthew Medill, Public Works Director | City Engineer
Greg Folsom, City Manager

School enhancement as well as a clean air project. This project funding source was complementary to the pavement management program resurfacing project.

In December 2019 the Department issued a Request for Proposals (RFP) for professional engineering services to complete the TFCA Crystal Middle School Traffic Calming Project. After review of the proposals, the RFP evaluation panel selected Willdan Engineering as the most qualified for the project. The City Manager executed the professional services agreement with Willdan Engineering for the TFCA Crystal Middle School Traffic Calming project (TFCA Project) on February 13, 2020.

As Willdan Engineering was determined to be highly qualified by the Department selection panel, the Department requested a scoping meeting and proposal for professional services to prepare the plans, specifications and estimate bid documents for the Asphalt Rubber Cape Seal Project of Village Drive and Whispering Bay Lane (ARCS Project). See Attachment No. 3 for a map showing ARCS Project streets Village Drive and Whispering Bay Lane. This project will combine Safe Routes to School enhancements, the Complete Streets Safety Assessment Report recommendations, clean air enhancements, Active Transportation Plan enhancements, and leverage TFCA grant funds to maximize the collective benefits of the City Pavement Management Program. Willdan Engineering provided the Department a proposal for ARCS Project on February 28, 2020 (Attachment No. 2).

The Public Works Director reviewed the proposal, including the full scope of work, and recommends the City contract with Willdan Engineering for the ARCS Project to combine both projects (ARCS and TFCA projects) to maximize efficiencies. The project will combine the ARCS and TFCA projects into one construction bid package prepared by Willdan Engineering. Although the construction bid documents will be combined into one construction contract, the professional services and construction contract costs will be tracked separately for funding and budgetary purposes.

Staff recommends the City contract with Willdan Engineering for \$55,034 for the ARCS Project. This combined construction project is tentatively scheduled for advertisement in June 2020 and for construction in late Summer 2020.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2020-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Willdan Engineering for the Asphalt Rubber Cape Seal Project of Village Drive and Whispering Bay Lane and authorize up to 10% for contingencies.

ATTACHMENTS:

1. Council Resolution No. 2020-___: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Willdan Engineering for the Asphalt Rubber Cape Seal Project of Village Drive and Whispering Bay Lane.
2. Willdan Engineering *Proposal for 2021 Asphalt Rubber Cape Seal Project of Village Drive and Whispering Bay Lane* dated February 28, 2020.
3. Pavement Management Program – 2020 Recommendations Map

RESOLUTION NO. 2020-

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT ON THE CITY’S BEHALF WITH
WILLDAN ENGINEERING FOR THE ASPHALT RUBBER CAPE SEAL PROJECT
OF VILLAGE DRIVE AND WHISPERING BAY LANE PROJECT**

WHEREAS, the City is responsible for the maintenance of nearly 153 lane miles of roadway with over 13 million square feet of pavement; and

WHEREAS, on April 2, 2019 the City Council approved Resolution 2019-32 approving the list of roadway projects for Fiscal Year 2019-20; and

WHEREAS, the list of projects included a resurfacing project of rubberized cape seal with some dig out areas for pavement repair and curb ramp upgrades to comply with the Americans with Disabilities Act for Village Drive (Leafwood Court to Highway 12) and for Whispering Bay Lane (Francisco Drive to Driftwood Drive); and

WHEREAS, the Public Works Department selected Willdan Engineering from a Request for Proposal (RFP) evaluation and the City Manager executed the professional services agreement with Willdan Engineering for the TFCA Crystal Middle School Traffic Calming Project (TFCA Project) on February 13, 2020; and

WHEREAS, the Department requested and received a proposal for professional services from Willdan Engineering to prepare the plans, specifications and estimate (PS&E) bid documents for the Asphalt Rubber Cape Seal Project of Village Drive and Whispering Bay Lane (ARCS Project); and

WHEREAS, the Public Works Director reviewed the proposal including the full scope of work and recommends the City contract with Willdan Engineering for the ARCS Project to combine both projects (ARCS and TFCA projects) to maximize efficiencies; and

WHEREAS, staff recommends that the City contract with Willdan Engineering to prepare the ARCS Project plans, specifications, and estimate for construction bid documents.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute a Professional Services Agreement on the City’s behalf with Willdan Engineering for the Asphalt Rubber Cape Seal Project of Village Drive and Whispering Bay Lane Project in the amount of \$55,034 and to take any and all necessary and appropriate actions to implement this contract including change orders up to 10% of the contract amount.

PASSED AND ADOPTED by a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 17th of March 2020, by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of March 2020.

Donna Pock, CMC
Deputy City Clerk

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February 28, 2020

Mr. Matthew Medill
Public Works Director
City of Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585

Subject: Proposal for 2021 Asphalt Rubber Cape Seal Project of Village Drive and Whispering Bay Lane

Dear Mr. Medill:

The City of Suisun City is seeking a qualified engineering consulting firm to assist with evaluating, designing, and constructing pavement on Village Drive and Whispering Bay Lane. Willdan understands the City's requirements for professional services and outstanding customer service. Willdan is an industry leader in pavement management, street improvements, and construction management and inspection. Willdan is uniquely positioned to assist the City with developing roadway construction standard specifications and details. We offer the City:

- **Public Sector Experience.** Our staff offers the City a multi-faceted perspective from both a public agency and consultant point of view. Many of our staff members have experience as former public agency staff and managers. Through our service as contract City Engineer and former Public work directors for many cities in California, we know first-hand how important it is to protect the significant investment the City has in their roadways, water, sewer, and storm drain utilities as well as any utilities located within City's roadways.
- **Pavement Rehabilitation.** Willdan has been at the forefront for many years in developing new and more cost-effective approaches to upgrading pavement structures of deteriorated streets. During this time, design specifications have been tested and refined for various processes using methods and materials proven to be economical and effective in their application. Willdan has provided engineering design and construction management services for hundreds of roadway improvement, rehabilitation, and resurfacing projects throughout California. Resurfacing streets with nonstandard design are a special challenge that Willdan deals with on a regular basis. Our experience with asphalt-rubber hot mix is unsurpassed – dating back to the first asphalt rubber project bid in Southern California in 1989.
- **Utilities and Underground Facilities.** Willdan has extensive experience coordinating with the various utilities and has established working relationships with the project's affected utility agencies. This experience – along with our existing relationship with current City staff – will ensure the project schedule and required detailed plans and studies meet City and utility agency requirements. Early and frequent communications with the utility agencies will be required to inform and monitor the utility progress and address project concerns.
- **Strong Project Management.** Mr. Jonathan Mitchell, PE will serve as Project Manager. Willdan believes this provides us a unique advantage over other firms to better assist the City with managing their pavement and needs. Mr. Mitchell possesses over 20 years of experience in the public and private sectors administering roadway pavement improvements similar to those desired by the City.

City of Suisun City – 2021 Asphalt Rubber Cape Seal Project
Village Drive and Whispering Bay Lane
February 28, 2020
Page 2

- **Subject Matter Expertise.** Mr. Mitchell is backed by a team that is responsible for design, construction management, and inspection of a wide variety of public works improvement projects, including various street rehabilitation, street, highway, and complete street improvements for agencies similar in size to City of Suisun City. Our team excels in pavement maintenance and rehabilitation street design and construction management.

The enclosed proposal includes Willdan's proposed project team members, firm experience, scope of work, project schedules, and project fee.

Willdan can provide the City with the technical assistance necessary to develop and implement the construction improvements. Once the construction plans are complete, Willdan can provide bid support services to assist the City as well as construction engineering, management, and inspection services.

We appreciate the opportunity to submit our proposal and look forward to fully discussing the City's needs. If there are any questions regarding this submittal, please contact Mr. Jonathan Mitchell by phone at (916) 662-0634 or by email at jmitchell@willdan.com.

Respectfully submitted,

Willdan Engineering



Vanessa Muñoz, PE, TE, PTOE
Director of Engineering

910005/WW.00.60/P20-073_20258



Team Availability

Willdan is committed to providing the staffing and resources required to complete the City's project on schedule and within the allotted and agreed upon budget. Willdan's internal project management procedures call for preparing labor requirements for each active project and integrating that data into a labor projections and resource allocations database for all projects. The projections for each project are aggregated by technical disciplines to produce company-wide labor needs and to identify shortages or surpluses. Willdan's workload is reviewed on a weekly, monthly, and quarterly basis.

A breakdown of our team's availability is provided herein.

Project Team Member	Project Role	Availability Percentage
Jonathan Mitchell, PE	Project Manager	40%
Tyrone Peter, PE	Quality Assurance Manager	10%
Galen Gritz	Civil Design Task Leader	35%
Alexis Escobar, EIT	Design Engineer	35%
Tamara Boeltl	Utility Coordinator	10%
Gordon Lum, PE	Traffic Engineer	15%

Description of Firm's Relevant Work Experience

2017-2018 Copper Valley Community Services District

Saddle Creek Community Services District
1000 Saddle Creek Drive
Copperopolis, CA 95228

Client Representative:

Peter Kempa
General Manager
(209) 591-7100
pkempa@kampacs.com

Scope of Work Summary:

Willdan provided design, bidding assistance, contract administration, construction observation, engineering support, material testing services for the Districts street resurfacing project. The project included

Project Dates:

2017 to 2019

Project Location

Copperopolis, CA

Project Size:

\$800,000

cold milling, dig outs, micro surfacing, storm drain improvements, AC overlay with high tensile fiber, and other appurtenant work on 30 street segments throughout the District.

2017-Present City of Hughson – Various Street Improvements

City of Hughson
7018 Pine Street
Hughson, CA 95326

Client Representative:

Lea Simvoulakis
Community Development Director
(209) 883-4054
lsimvoulakis@hughson.org

Scope of Work Summary:

Willdan provided design, bidding assistance, contract administration, construction observation, engineering support, material testing, and improvements encompassed curbs, gutters, and sidewalks; street

Project Dates:

2017 to Present

Project Location

Hughson, CA

Project Size:

\$1,000,000

widening; ADA-compliant ramps at street intersections; storm drain inlets; resetting sewer and water boxes to grade; and coordinating re-location of existing overhead telecommunications lines.

- Second Street Sidewalk CDBG Improvements
- Fox Road Improvements
- Whitmore Avenue Sidewalk/Bicycle Lane CMAQ/STBGP Impt, City of Hughson, California (In Design)

Commercial Street Improvements Phase II

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

Client Representative:

Les Johnson
Interim City manager
(562) 431-3538
ljohnson@cityoflosalamitos.org

Scope of Work Summary:

Willdan provided design, bidding assistance, construction management, inspection, and materials testing services required for resurfacing of the following projects in the Phase II city-wide program:

Project Dates:

2014 to 2019

Project Location

Los Alamitos, CA

Project Size:

\$1,400,000

- Via El Mercado Street Improvements
- Old Town West Improvements (Chestnut Street, Walnut Street, Florista Street)
- Commercial Street Improvements (Cerritos Avenue, Ball Road, Reagan Street, Humboldt Street, Portal Drive, Winners Circle, Los Alamitos Boulevard, Los Vaqueros Circle)
- Cottonwood Park, Greenbrook, Farquhar Street Improvements
- Noel Street Improvements

Willdan conducted site reconnaissance to observe the pavement condition, conducted coring, testing and engineering analysis and summarized the findings in a geotechnical report. Per the recommendation, the City streets within the project limits were ground and resurfaced with 2-inch thick asphalt-rubber hot mix or removed and replaced with asphalt concrete over aggregate base or with joint plain cement concrete. Visible

cracks were filled with rubberized crack filling material. All manhole, water valve, anode, and monitoring well covers within the project limits were adjusted to grade. Existing curbs and driveways were protected in place within the limits of the project. Sidewalks were improved and ADA-compliant ramps were brought up to current standards.

2016-2017 Pavement Rehabilitation

*City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555*

*Client Representative: Loren Culp
City Engineer
(760) 499-5082
lculp@ridgecrest-ca.gov*

Scope of Work Summary:

Willdan provided design, bidding assistance, contract administration, construction observation, engineering support, material testing, and labor compliance services for the City’s annual street resurfacing project.

Project Dates: 2016 to 2017

Project Location Ridgecrest, CA

Project Size: \$1,600,000

The project included PCC improvements, cold milling, dig outs, leveling course, GlasGrid interlayer, AC overlay with high tensile fiber, and other appurtenant work on seven street segments throughout the City.

Various Street Slurry Seal

*City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274*

*Client Representative: Greg Grammer
Assistant City Manager
(310) 377-1577 extension 107
GregG@ci.rolling-hills-estates.ca.us*

Scope of Work Summary:

Willdan provided services for design, construction administration, and construction observation for the citywide slurry seal. The design included preparation of plans, specification and estimate for street improvements and utility coordination. As part of our services Willdan advertised the project for the City, reviewed bids, and prepared a bid analysis. Once the project was awarded, Willdan provided construction management/construction observation services. This year’s project included 2,000 square feet of dig outs, 635 ELT of tire-rubber-modified slurry seal and pavement delineation.

Project Dates: 2016 to 2017

Project Location Rolling Hills Estates, CA

Project Size: \$227,000

Joint City Pavement Rehabilitation

*City of Westlake Village
31200 Oak Crest Drive
Westlake Village, CA 91361
and*

*Client Representative: Ray Taylor
City Manager (Westlake Village)
(818) 706-1613
Ray@wlv.org*

*City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301*

*and/or
Ramiro Adeva
City Engineer (Agoura Hills)
(818)-597-7300
radeva@ci.agoura-hills.ca.us*

Scope of Work Summary:

Willdan provided design, bidding assistance, construction management, inspection, and materials testing services for the joint pavement rehabilitation project in the Cities of Westlake Village and Agoura Hills. The cities combined annual street resurfacing

Project year: 2016

Project Location Westlake Village/Agoura Hills, CA

Project Size: \$1,800,000

projects to take advantage of cost savings realized by the economy of scale of bidding out one large project that encompasses work within both cities. The project was administered by the City of Westlake Village and managed through a joint agreement between the two cities. Willdan was responsible for management of the portion of work within the City of Westlake Village. The project included dig outs, crack treatment, cold milling, AC overlay, ARHM overlay, RAP slurry seal, speed humps, utility adjustments, and pavement delineation.

Work Plan

Project Understanding

Willdan understands the City is seeking engineering design services for roadway rehabilitation project for Village Drive and Whispering Bay Lane, including assessing the current condition of pavement, reviewing past reports documenting the condition of pavement; provide recommendations for design of new pavement rehabilitation and preparing plans, specifications, and estimates for the projects.

Willdan understands that the pavement structural sections are in fairly good conditions, but the surface has heavily weathered. Willdan anticipates that the desired roadway pavement will consist of rubberized cape seal on existing pavement throughout the project limits including localized pavement reconstruction. These improvements are on a portion of residential street and collector streets and will not include any capacity enhancements that require addressing any environmentally sensitive issues. Therefore, the project will be considered categorically exempt for CEQA compliance. Willdan anticipates that base plans will be prepared using Google images and supplemented with record drawings. Aerial imaging or field survey is not anticipated. The base plan will be annotated with proper symbols/hatches and construction notes describing applicable strategies. This approach keeps the design cost very lean and effectively provides adequate construction notes and details for the contractor to successfully deliver the intended pavement rehabilitation improvements.

Willdan understands that the street work will completely obliterate the existing striping on Whispering Bay Lane and Village Drive and that the City would like to incorporate some of the recommendations presented in the SafeTREC report. The rehabilitation plans will be properly annotated to give direction on restriping and provide corresponding typical details for striping layout on the detail sheets.

Willdan does not anticipate the need for geotechnical investigations of the subgrade and existing pavement, laboratory testing and report. The pavement rehabilitation will be based on as-built information, our inhouse pavement experts, and consultation with the City Staff.

Once the pavement rehabilitation strategies are reviewed and the scope of services has been agreed upon, Willdan will provide project management; utility coordination; and street improvement design plans/drawings, specifications, and engineers estimate. These plans will be provided for review at the 50% completion, 90% completion and 100% completion milestones to be sure that the City concurs that the most important pavement restoration needs are being properly addressed.

We understand that the proposed street segments are:

1. Whispering Lane – From Francisco Drive to Driftwood Drive
 - a. Intersection of Francisco Drive and Whispering Bay Lane is included
 - b. Crosswalk with floating curb extension at path from Harbor Park Drive
2. Village Drive – From Railroad Avenue to Highway 12
 - a. Merganser Drive and Village Drive Intersection Improvements
 - b. Buena Vista/Pintail and Village Drive Intersection Improvement

Scope of Work

Project Management

Mr. Mitchell will maintain contact with City staff primarily through email updates on the project's status on a schedule agreed upon with City staff at the kick-off meeting. It is our experience this communication activity results in early identification and resolution of potential issues that could cause project delays.

Upon receipt of the Notice-to-Proceed, a project kick-off meeting will be conducted to meet with City staff and concur on project goals, timeline, and scope of work. Each aspect of the project will be discussed, including pavement rehabilitation, design criteria, utility coordination, traffic control, ADA compliance, environmental clearance, plans and specifications preparation, cost estimates, submittal reviews, and any anticipated construction issues. Willdan will coordinate with City's other projects within the project limits.

Willdan will obtain any necessary or updated supporting documentation such as utility contacts, atlas maps and record drawings, and current/changed boilerplate specification documents from the City.

Throughout the duration of the project, Willdan will coordinate the work of our staff and monitor progress against the schedule and implement necessary measures to correct schedule slippage or budget overrun.

One additional meeting will follow submittal of the preliminary 50% design submittal. At that time, the project team will receive direction from the City for final design implementation.

- ⇒ **Project Management Deliverable(s)**
 - *Meeting attendance rosters and notes*
 - *Detailed project schedule*

Base Plan Preparation

The City will furnish Willdan with copies of any available improvement plans, aerial photogrammetric survey, and utility mapping within the project limits, including street, storm drain, culvert, sewer, signing and striping, traffic signal, landscape, any existing survey and aerials, and other data necessary to support the base mapping within the project limits. We do not anticipate any aerial imaging or field survey will be necessary to complete base mapping. A site visit will be conducted to fill in any data gaps and confirm accuracy of the base mapping.

From the base plan and field review data, we will prepare construction plans. Willdan will prepare a plan view of the proposed street improvements at a scale no greater than 1" = 100' horizontal for the street segments with 1" = 20' scale details as needed for special repairs. The plans will be prepared electronically in AutoCAD 2018 digital format or equal.

- ⇒ **Base Plan Preparation Deliverable(s)**
 - *Base plan using record drawings and aerial imagery*

Field Investigation/Research

Mr. Gritz will perform a comprehensive field review for familiarity with the assigned street segments. Photographs will be taken to catalog existing site conditions and additional field measurements may be collected for a complete and accurate design.

Utility Notice and Coordination

Willdan's experienced Utility Coordinator, Tamara Boeltl, will work with the City with respect to the City's utilities, as well as with outside utility service providers. Identifying and avoiding utility conflicts during our design will minimize the potential for costly delays during construction. During the initial information gathering task of this project, Willdan will submit utility request notices to each of the locally identified utility provider. Willdan will obtain an updated list of utility companies to use for this purpose. Upon receipt of the plans, Willdan will develop a digital master file depicting the location of known utilities within the project limits. This file will be referenced into the base plans used in the development of the preliminary and final design documents.

Follow-up correspondence and coordination with utilities will be ongoing and will be incorporated into our design at all stages. A second utility notice will be sent out at the 90 percent design milestone with an 11-inch by 17-inch set of the plan sheet layouts showing the utility base plan to ensure confidence in the location of all utilities.

Willdan will be responsible for:

- Notify and coordinate with the utility agencies regarding the project-related modification of their facilities. Determine special requirements for utility facilities, including protection, right-of-way, and construction methods within the vicinity of the utility.
- Provide a second utility notification letter (prepare to relocate) and a third utility notification letter (notice to relocate), along with the 100 percent submittal PS&E for any utilities that are required to relocate.

- Submit a preliminary and final set of plans to each utility company that identifies the location of the utility, and any conflict area clouded to show the utility companies the areas that conflict.
- Verify that the project's final design is compatible with known utilities in the project area to be installed, relocated, adjusted, or otherwise modified, including adding utility relocation windows into the City's construction schedule if necessary.
- ⇒ **Utility Notice and Coordination Deliverable(s)**
 - *Copies of transmittals, submittals, and letters sent to utilities and agencies*
 - *Summary of utility coordination status upon delivery of final construction contract documents*

Environmental Documentation

The California Environmental Quality Act (CEQA) criteria will be applied, more specifically, the application of provisions under Article 19 – Categorical Exemptions (CE). Willdan will prepare the notice of exemption forms for the City to execute and file.

We also understand that if potential construction related activity impacts are identified during design, the City will prepare a Negative Declaration.

- ⇒ **Environmental Documentation Deliverable(s)**
 - *CEQA categorical exemption – notice of exemption forms*

Plans, Specifications, and Engineer's Cost Estimate

Upon approval of the preliminary plans and agreement on the final design approach, Willdan will prepare engineering plans, technical specifications, and engineers estimate of construction costs for the street pavement rehabilitation project. Plans will be prepared on 22-inch by 34-inch layout and submitted half size on bond at the 50-percent, 90-percent and on both half- and full-size bond at 100-percent submittal for the City's review and comment. Final approved drawings will be wet stamped and signed by the engineer of record.

Street Construction Plans. The assigned street segment construction plans will include 100 scale plan views (double pane) for any pavement rehabilitation improvements with typical cross-sections. The plan set will also contain location maps, general and construction notes, survey controls, quantity tables, and details sufficient to support successful bid and construction of the improvements.

The project plans will be prepared in AutoCAD 2018 on the City's standard title block. Drafting of the plans will be performed in accordance with City drafting standards, format, and conventions. An appropriate horizontal and scale (e.g., horizontal 1" = 100') will be used to clearly convey the design. The City will provide City standard plans, drafting standards (layers, colors, text properties, pen-tables, etc.), title and base sheet, and sample plans – if available. If these items are not available, Willdan will provide examples for City approval at the kick-off meeting. Willdan will identify and/or develop standard details as necessary for inclusion into the project plans to delineate construction of the improvements.

Willdan will incorporate identified utility features and locations provided by the serving utilities on the respective street improvement plans. The plans will also include any utilities that are to be constructed within the respective street segment areas, as well as those to be relocated by others, where applicable. We understand that there will not be any gap closure in sidewalk and curb and gutters. All corners with curbs will be assessed for ADA ramps and will meet FHWA rules. Willdan in addition to assessing and designing all existing curb ramps within the project limit, will also design curb ramp at the north east corner of Whispering Lane and Francisco Drive intersection and at all new proposed crosswalks.

We understand that the City's current RRFB project will address the crosswalk needed at the bus loop along Whispering Bay Lane. We also understand that the City desires to stop the limits of improvement outside Caltrans ROW at the southerly limits of Village Drive and the two curb ramp at Highway 12 will not be assessed and designed as part of this project.

Pavement Delineation and Signing. Pavement delineation and signing will be minimal in this project set, as both street segments, are collector streets. The restriping will consist of repainting center lines, limit lines and

white STOP legends on intersecting residential streets , as well as potential new bike lanes, centerline and left channelization lanes on Village Drive as directed by the City.

As an approach to be cost effective bid package, we suggest an area map depicting the project limits together with typical striping details be developed and included as exhibits within the bid document instead of 100-scale striping plans.

Traffic Control Plans Option. Street resurfacing projects typically require traffic control plans (TCP) to be furnished by the contractor as part of the construction contract. The City maintains control over the traffic handling through appropriate specifications in the contract documents and requires TCP approval by City staff. This approach provides the most economical product and allows the traffic handling to be adapted with specificity for the final order of work that the contractor will implement. However, if the City would like to include engineered TCP in the bid set for particular areas of concern, Willdan can prepare them under a separate contract amendment.

Specifications. Utilizing the City-provided boilerplate Willdan will prepare the project's specifications, complete and ready for bidding purposes using the latest edition the State of California Department of Transportation Standard Plans and Specifications. Willdan's specifications will support the selected overlay, and construction strategies. Willdan will be responsible for compiling project specifications that are complete and ready for bidding purposes and that are signed by a civil engineer registered in the State of California. A full set of specifications will be provided at 90 and 100 percent design levels. Willdan will address traffic control requirements in the contract documents and specifications to construct the improvements.

Engineer's Cost Estimate. Willdan will prepare a detailed engineer's estimate of probable costs in Microsoft Excel spreadsheet format. The items will be arranged in chronological order of construction and will identify the bid items to be included in the contractors' bid forms. The estimate will be based upon recent bid prices for similar street construction projects in California. Backup quantity calculations will be provided showing detailed computations for accuracy of the quantities upon request. The engineer's construction cost estimate will be based on plan sheet quantities and will be furnished at 90-percent, and final 100-percent design milestones.

Constructability Review. Between the 90- and 100-percent design submittals, Willdan will provide a constructability review as part of the design process. This review is a standard quality control measure used by Willdan to help limit contract change orders and potential claims against this project.

⇒ **Plans, Specifications and Engineer's Cost Estimate Deliverable**

- *One PDF set and three half-size sets of plans at 50-percent design completion*
- *One MS Word file and three hard copies of complete specifications at 90 - and 100-percent design completion*
- *One PDF set, one full-size and three half-size sets of plans at 90 - and 100-percent design completion*
- *One Excel file and three hard copies of estimated quantities and engineer's estimate of probable costs at 90 - and 100-percent design completion*

Optional Task

Bidding Assistance

During the bidding process, Willdan will be on call to provide analysis and interpretation of the drawings and specifications. When requested to do so, Willdan will prepare and issue addenda to address concerns of potential bidders. If a pre-bid conference is necessary, Willdan will be present to answer questions from prospective bidders.

Engineering During Construction

During the construction period, Willdan will be on call to provide analysis and interpretation of the drawings and specifications. Willdan will review and respond to material submittals for compliance with the contract. If required, Willdan will assist the City’s contractor with site meetings (assumed two meetings).

Project Schedule

It is understood that time is of the essence on this contract, as the City intends to advertise construction bids for the street work soon. Anticipating that the Notice-to-Proceed will be issued by the second week of March, our expedited schedule will result in bidding the 2021 Asphalt Rubber Cape Seal Project by the end of June 2020. Willdan's proposed project schedule for completing the above scope of work for the two street segments identified in the projects list is provided herein.

Deliverable	Weeks from Notice-to-Proceed
NTP (Assumed)	3/16/2020
Kick-off Meeting	3/20/2020
Field Investigation/Research	3/26/2020
Draft Preliminary Plans (50-Percent Design Submittal)	4/20/2020
Review and Comment by City	4/27/2020
90-Percent Plans, Specifications and Estimates (Draft PS&E)	5/18/2020
Review and Comment by City	5/25/2020
Environmental Compliance (CEQA Categorical Exemption – Notice of Exemption Forms)	5/25/2020
100-Percent Signed Plans, Specifications and Estimates (Final PS&E)	6/8/2020

Fee Proposal

Our proposed not-to-exceed fees for the above scope of services are as follows:

Task 1 – Project Management	\$ 4,000.00
Task 2 – Environmental Compliance – CEQA	\$ 500.00
<u>Task 3 –Research, Field Visit, Design, Utility Coordination</u>	<u>\$ 44,500.00</u>
Total Fee	\$ 49,000.00

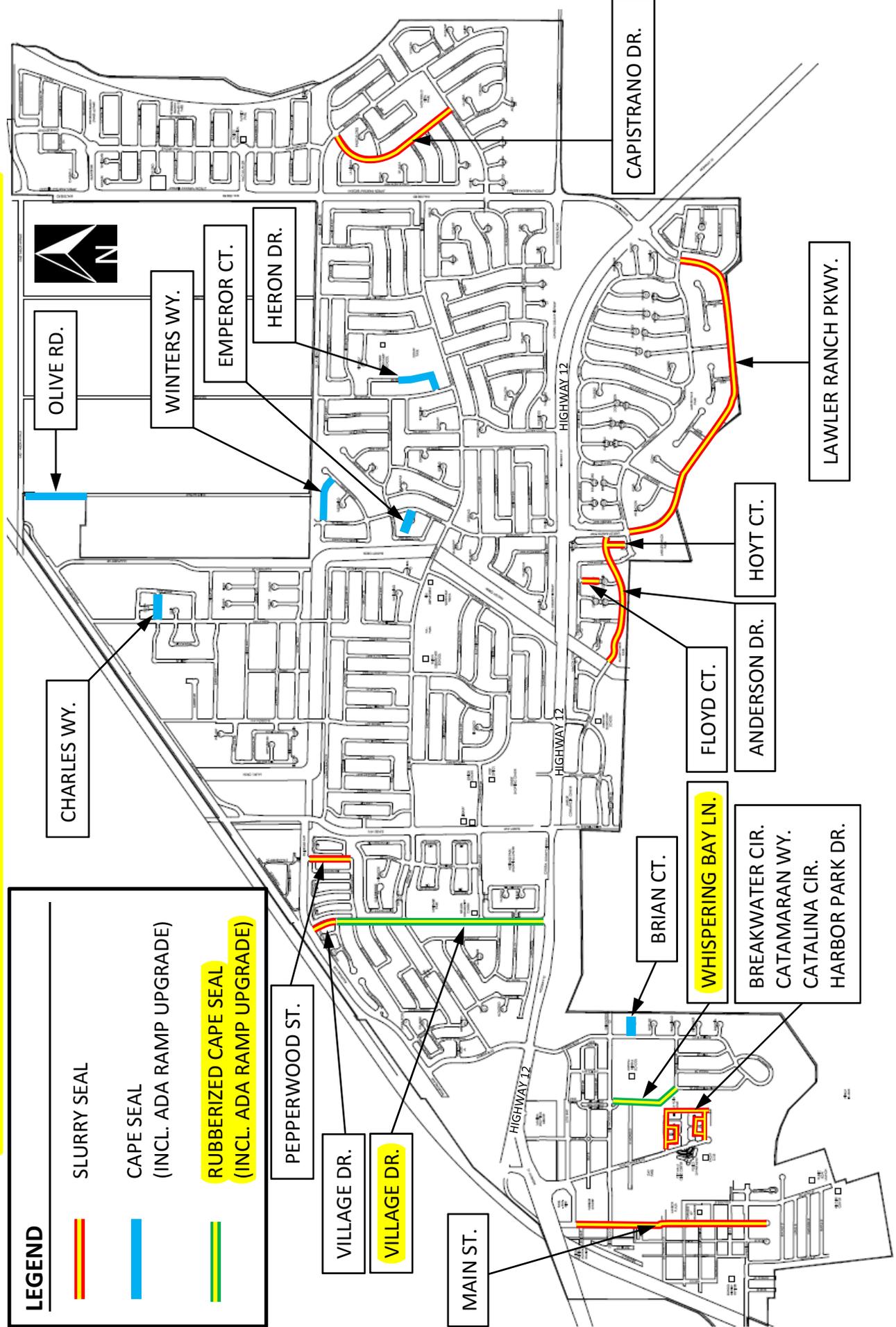
Optional Task

Task 4 – Bid Assistance (RFI and RFC Responses – Assume 4 Total)	\$ 2,000.00
<u>Task 5 – Engineering During Construction (RFI and RFC Responses – Assume 12 Total)</u>	<u>\$ 4,000.00</u>
Total Optional Task Fee	\$ 6,000.00

The fee and hourly breakdown

CITY OF SUISUN - PUBLIC WORKS DEPARTMENT PROPOSED HOURS AND FEE SCHEDULE										
WILLDAN ENGINEERING	Deputy Director/ QC	PM	Senior Engineer III	Senior Designer	Asst. Engineer III	Utility Coordin	Admin Clerical	Direct Expenses	Total Hours	Total Fee
Rate:	\$211	\$197	\$177	\$167	\$144	\$125	\$95			(\$)
HOURS										
SUMMARY TASK										
PRELIMINARY TASKS										
Kickoff Meeting		3							3	\$591
Project Coordination	2									\$1,998
Meetings/Conference Calls (2)		4							4	\$788
50% Plans Submittal	1									\$197
90% PSE Submittal	1									\$197
100 % PSE Submittal	1									\$197
Preliminary Tasks Subtotal	2	18	0	0	0	0	0	\$0	3	\$3,968
ENVIRONMENTAL COMPLIANCE										
Environmental Clearance - CEQA										
Notice of Categorical Exemption	1				2				3	\$485
Environmental Compliance Subtotal	0	1			2		0	\$0	3	\$485
DESIGN ENGINEERING										
Preliminary Task										
Site Visit		8	8						16	\$2,992
Record Dwg Research				4					4	\$576
Review Previous Pavement Evaluations	2								2	\$394
Subtotal	0	10	0	4	4	0	0	\$0	22	\$3,962
Base Plan Preparation										
Base Plan Prep (from Record Dwg/Imagery)	0	1	0	4	10	0	0	\$	15	\$2,305
Subtotal	0	1	0	4	10	0	0	-	15	\$2,305
Utility Notice and Coordination										
Utility Research and Coordination					4	8			12	\$1,576
Utility Notices (up to 3 notices per agency)					8	8		\$500	8	\$1,500
Subtotal	0	0	0	0	4	16	0	\$500	20	\$3,076
Preliminary Plans (50%)										
Utilities					4				4	\$576
Pavement Section Design	1	4							5	\$999
50% Plan Preparation	1		12	24	39		2		39	\$5,847
Subtotal	1	5	12	28	28	0	2	\$0	48	\$7,422
Plans Preparation (90% and 100%)										
Title Sheet/Key Map (1 sheet)		1	1	6					8	\$1,228
Typical Section Sheet (1 sheet)		1	2	14					17	\$2,547
Pavement Rehabilitation Plan Sheets (3 sheets)	1	2	4	40					47	\$7,033
Street Construction Detail Sheets (1 sheet)	1		2	32					35	\$5,139
Traffic Striping Detail (2 sheet)	1		16	20					37	\$5,923
Engineer's Cost Estimate	1	2	4	12			4		14	\$2,122
Contract Specification	1	1	4	16					26	\$3,800
Subtotal	3	8	20	9	140	0	4	0	184	\$27,792
Design Engineering Subtotal	4	24	20	25	186	16	6	\$500	289	\$44,557
Base Total	6	43	20	25	188	16	6	\$500	295	\$49,010
OPTIONAL TASK										
Bid Assistance and Engineering During Construction										
Pre-Construction Service		2	8				2		12	\$2,000
Engineering During Construction		2	14		8				24	\$4,024
Optional Task Subtotal	0	4	22	0	8	0	2	\$0	36	\$6,024
Fee Total All Scoped Services	\$1,266	\$9,259	\$7,434	\$4,175	\$28,224	\$2,000	\$750	\$500	\$0	\$55,034

Suisun City Public Works Department Pavement Management Program – 2020 Project Recommendations Asphalt Rubber Cape Seal Project Highlighted in Yellow



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AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: Adoption of Council Resolution No. 2020-__: Accept the Replacement of the Fire Alarm Panel at the Harbor Theater as Complete and Authorize the City Manager to Record the Notice of Completion for the Project

FISCAL IMPACT: Acceptance of this Fire Alarm Panel Replacement at Suisun City Hall and Police Department Project as complete will not have a fiscal impact on the General Fund as project costs were accounted for in an Amendment to the Annual Appropriation Resolution No. 2019-116. The project work has been completed for a final project amount of \$38,155.92.

BACKGROUND: After the replacement of the City Hall and Police Department Campus fire alarm panel, Council directed staff to inspect the rest of the City owned facilities for fire safety. It was discovered during these inspections that the Harbor Theater fire alarm panel was no longer working.

Over the years the Harbor Theater has been occupied by many different groups with the City, as the landlord, maintaining the building structure. Currently, the City has entered into the Harbor Theater Lease Agreement with Creative Arts Collective for the period of October 1, 2015 to October 1, 2020. The City is responsible for any major repairs that are needed for Theater.

STAFF REPORT: On November 26, 2019, Alarmtech Security Systems was awarded the contract for the fire alarm replacement project for \$36,507.92. The work included replacing the current fire alarm panel in the office; placing one fire panel attenuator or subpanels in the lobby; upgrading the fire alarms to comply with Fire Code and American with Disabilities Act regulations; necessary upgrades included adding necessary fire alarms in the bathrooms and throughout the theater; and adding fire alarm pull stations.

There was extra work that was needed to complete the project. The two older heating, venting and air-conditioning (HVAC) units had duct smoke detectors that were disconnected from the units. The City HVAC contractor was contacted and sent out to the Theater but they did not have the expertise to reconnect the duct smoke detectors. Suisun Valley Sheet Metal Inc. was contacted and they were able to reconnect the duct smoke detectors and do repairs to the HVAC units to get them operational. The cost of these repairs was \$1,648.00

The project included a 25% contingency for unexpected repairs that were not part of the fire panel installation. The total cost for this project for the installation by Alarmtech and the repairs needed by Suisun Valley was \$38,155.92.

The fire alarm system will be monitored by Alarmtech for a monthly fee. All calls and notifications for the Harbor Theater will be routed to Dispatch, which in turn will dispatch the Fire Department to investigate and clear the call. Fire Department personnel and key staff were trained on how to read, monitor, and reset the fire panels.

PREPARED BY:	Gemma Geluz, Administrative Assistant II
REVIEWED BY:	Matthew Medill, Public Works Director
APPROVED BY:	Greg Folsom, City Manager

The fire alarm system was live tested just after the project was completed, and again on January 31, 2020 when the Fire Department performed the final inspection. The Fire Department and key staff has access to the keys for the fire alarms to reset the alarm pulls, main panel and the panel attenuator.

Staff recommends accepting the Project as completed and authorizing the City Manager to file and record the Notice of Completion with the County, which will then start the one-year warranty period on the completed improvements.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2019-__: Accept the Replacement of the Fire Alarm Panel at the Harbor Theater as Complete, and Authorize the City Manager to Record the Notice of Completion for the Project

ATTACHMENTS:

1. Resolution No. 2020-__: Accept the Replacement of the Fire Alarm Panel at the Harbor Theater as Complete, and Authorize the City Manager to Record the Notice of Completion for the Project
2. Notice of Completion
3. Photos

RESOLUTION NO. 2020-

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ACCEPT THE FIRE ALARM PANEL REPLACEMENT PROJECT
AT THE HARBOR THEATER AS COMPLETE, AND AUTHORIZE THE CITY
MANAGER TO RECORD THE NOTICE OF COMPLETION FOR THE PROJECT**

WHEREAS, per the California State Fire Code, Chapter 9, Section 901.7, and the Suisun City Municipal Code Section 15.04.030 requires the Harbor Theater to have a functioning fire alarm system; and

WHEREAS, it was discovered that the current fire alarm panel inside the Harbor Theater had suffered a catastrophic failure and needed to be replaced; and

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

WHEREAS, the City hired a certified consultant, Alarmtech Security Systems, to produce plans and specifications for a voluntary upgrade of existing fire alarm system to bring the system up to current Fire Code, Building Code, and American with Disabilities Act regulations; and

WHEREAS, on November 26, 2019, the City Council awarded the construction contract for the Fire Alarm Replacement at the Harbor Theater Project to Alarmtech Security Systems; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby accept the Fire Alarm Replacement at the Harbor Theater Project as completed, and authorizes the City Manager to take such measures as necessary to execute the Notice of Completion.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 17th day of March 2020, by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of March 2020.

Donna Pock, CMC
Deputy City Clerk

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WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

No Fee, per code 27283

NOTICE OF COMPLETION

A.P.N. 0032-141-140

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Suisun City
3. The full address of the undersigned is 701 Civic Center Blvd.
Suisun City, CA 94585
4. The nature of the title of the undersigned is: In fee. N/A
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee.")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: **NONE**

NAMES	ADDRESSES
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NAMES	ADDRESSES

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

NAMES	ADDRESSES
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NAMES	ADDRESSES

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

7. A work of improvement on the property hereinafter described was completed on: March 17, 2020
8. The name of the contractor, if any, for such work of improvement was Alarmtech Security Systems
(If no contractor for work of improvement as a whole, insert "none.")

9. The property on which said work of improvement was completed is in the City of Suisun City, County of Solano, State of California, and is described as follows:
Replace Fire Alarm Panel at the Harbor Theater Project

NAMES	ADDRESSES

10. The street address of said property is 720 Main Street, Suisun City, CA 94585

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

Dated: _____ Signature of owner named in paragraph 2 _____

By Greg Folsom, City Manager

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PHOTOS



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AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: Resolution No. 2020___: Authorizing the City Manager to Execute Eight (8) Vehicle Lease Agreements with Enterprise Fleet Management, Inc. and Declare Nine (9) City Vehicles as Surplus Assets for Auction.

FISCAL IMPACT: There will be no cost for these leases in the current fiscal year because payments are due upon vehicle delivery, which is expected after June 30, 2020. For FY2020-21, the cost of the eight (8) proposed lease agreements is expected to be \$233,140, consisting of \$138,540 in upfitting costs and \$94,600 in lease payments, which will need to be budgeted. The total cost over the life of these 5-year leases is expected to be \$611,530. Revenue from the anticipated sale of the nine (9) City vehicles is expected to be less than \$50,000 to the Vehicle Replacement Fund (F706).

When fully implemented, as detailed at the June 4, 2019, City Council meeting, the Master Lease Agreement with Enterprise Fleet Management, Inc. has a projected average sustainable annual savings of \$23,702 and an overall ten (10) year savings to the City of approximately \$254,352.

BACKGROUND: On June 4, 2019 the City Council authorized the City Manager to execute a Master Lease Agreement (Agreement) with Enterprise Fleet Management, Inc. (Enterprise) for the systematic replacement of City vehicles. As the City does not have a dedicated full-time Fleet Manager, staff is leveraging both the industry expertise and purchasing power of Enterprise to augment City staff and perform the needed fleet management role.

The Enterprise Fleet Management Program (Program) provides a consistent preventive maintenance cycle and substantially reduces repair expenses and minimizes vehicle downtime. Lease cycles for Program vehicles are sixty (60) months. At the end of the lease cycle, the City will have the option to continue utilizing each vehicle in the City fleet (an approximate \$400 service charge will be due at the end of the lease for each vehicle) or can exchange the equity in the vehicle for a new replacement vehicle in a renewed lease (likely at a lower cost due to equity transfer). Enterprise provides a full maintenance program for all leased vehicles (does not cover tires and brakes), including 24-hour roadside assistance, which can all be performed using local and/or preferred auto service providers in Enterprise's eligible provider network.

Additionally, the Agreement with Enterprise has provided staff support in equipping and tracking our vehicle orders. Since Program adoption, staff has utilized the Agreement to begin to reverse the trend of an aging and inefficient fleet by incremental and scheduled replacement of City vehicles. Enterprise provides an online Fleet Management tool for access to fleet information that is very user friendly.

PREPARED BY:
APPROVED BY:

Matthew Medill, Public Works Director
Greg Folsom, City Manager

STAFF REPORT: On November 26, 2019 the City Council authorized the City Manager to order four (4) replacement fleet vehicles. The table below shows the order status for the four (4) vehicles ordered.

Four (4) Replacement Lease Vehicles on Order				
Quote Number	Department	Vehicle	Order Status	Estimated Lead Time (Weeks)
4384746	Public Works	2020 Ford Transit-350 Cargo Base Rear-wheel Drive High Roof Ext. Van 148 in. WB	Scheduled for Production 3/23/20	17 to 21
4379129	Public Works	2020 Chrysler Voyager L Passenger Van	Shipped 2/24/20	6 to 10
4402860	Police	2020 Ford Police Interceptor Utility Base All-wheel Drive	Scheduled for Production 4/13/20	14 to 24
4547002	Police	2020 Ford Police Interceptor Utility Base All-wheel Drive	Scheduled for Production 4/13/20	14 to 24

Staff plans to incrementally replace the City fleet through the Program with vehicle orders approximately every six (6) months with Council approval. As the vehicle procurement process and upfitting takes approximately six (6) months, it is imperative that staff stay on schedule to minimize costly ongoing repairs to the existing fleet.

Staff has identified the next round of vehicles for order and they are described below:

- **Seven (7) 2020 Police Interceptor Utility Base Hybrids** – The Police Department has a patrol fleet of ten (10) Police Interceptor vehicles and all have 5-year leases which expire on September 1, 2020. The Police Department has placed orders for two (2) replacement vehicles shown in the table above. As the lead time for delivery of patrol vehicles is approximately 9-12 months it is critical to place the order now to ensure delivery of an additional seven (7) replacement leased Enterprise Police Interceptor Utility Hybrid vehicles. This will ensure fleet reliability and avoid costly repairs on these quickly aging vehicles. The patrol vehicles are the City’s most heavily used vehicles and are subject to extreme wear and tear.
- **One (1) Ford F-550 Flatbed with Liftgate** – Public Works needs to replace vehicle unit #129, a 2002 F-550 flatbed with liftgate. This truck required major repairs in 2019 (it is a rust bucket). This truck is the most versatile and heavily used vehicle in the Public Works fleet. The truck is used for hauling heavy equipment and the liftgate allows loading of the sewer snake, concrete saw, wacker, vibrates plate, trash pumps, large generator, 100lb propane tank, storm drain rings and lids, and concrete utility boxes. The truck also allows staff to transport heavy supplies including sandbags, concrete bags, pavement crack fill, and traffic cones without risking injury by manually lifting. This truck is now eighteen (18) years old and has exceeded its reliable service life. The flatbed has sustained damage

from wear and tear, and the fuel economy is roughly three (3) miles per gallon. This truck is long overdue for replacement.

The following summary table shows the lease cost and upfitting down payment for the next round of vehicle leases. As a reminder, the lease payment includes vehicle maintenance.

Enterprise Fleet Management Program Staff Recommended Vehicles for Lease							
Dept	Quantity	Year	Make	Model	Total Monthly Lease Payment	Down Payment Required for Upfitting	Lease Term (months)
Police	6	2020	Ford	Police Interceptor Utility Hybrid	\$947.10	\$16,683.67	60
Police	1	2020	Ford	Police Interceptor Utility Hybrid (Traffic)	\$947.12	\$16,684.60	60
Public Works	1	2020	Ford	F-550 Truck	\$1,253.52	\$21,755.00	60

Additionally, Public Works requests permission to declare the Department's 2002 Ford F-550 as a surplus asset for auction when the new F-550 arrives. The Police Department requests permission to declare the Department's eight (8) patrol SUV's and the one (1) Express Van as surplus assets. The Police Department requests that they be authorized to delay salvage and designate up to five (5) of the best patrol cars as the "retired patrol limited use fleet" for non-patrol limited use duties such as court, out of county transports, and the Volunteers in Police Service (VIPS) program. The retired patrol limited use fleet would only receive required routine minor maintenance, and any required costly major repairs would result in the vehicle being placed out of service and salvaged at that time.

With approval, Public Works will be authorized to take nine (9) vehicles (including the eight (8) Police vehicles and one (1) Public Works vehicle) to auction when the vehicles are placed out of service.

The summary table below shows the nine (9) vehicles recommended for declaration as surplus assets and authorized for auction.

City Vehicles Recommended for Declaration of Surplus Assets and for Auction.					
Department	Unit	Year	Manufacturer	Model	Est. Mileage
Police	500	2015	Ford	Interceptor	Totaled
Police	501	2015	Ford	Interceptor	43,000
Police	502	2015	Ford	Interceptor	42,000
Police	503	2015	Ford	Interceptor	53,000

Police	504	2015	Ford	Interceptor	43,000
Police	506	2015	Ford	Interceptor	54,000
Police	507	2015	Ford	Interceptor	44,000
Police	508	2015	Ford	Interceptor	46,000
Police	519	2005	Ford	Express Van	50,000
Public Works	129	2002	Ford	F-550 Truck	75,000

Staff recommends that the Council authorize the City Manager to execute the lease of eight (8) additional vehicles under the Master Equity Lease agreement with Enterprise Fleet Management, Inc. which included seven (7) Police Interceptor Utility Hybrids, and one (1) Ford F-550 flatbed truck with liftgate; and furthermore staff recommends that the Council declare eight (8) 2015 Ford Police Interceptors, one (1) 2005 Ford Express Van, and one (1) 2002 Ford F-550 truck as surplus assets for auction.

RECOMMENDATION: Resolution No. 2020___: Authorizing the City Manager to Execute Eight (8) Vehicle Lease Agreements with Enterprise Fleet Management, Inc. and Declare Nine (9) City Vehicles as Surplus Assets for Auction.

ATTACHMENTS:

1. Resolution No. 2020___: Authorizing the City Manager to Execute Eight (8) Vehicle Lease Agreements with Enterprise Fleet Management, Inc. and Declare Nine (9) City Vehicles as Surplus Assets for Auction.
2. Lease Rate Quote for 2020 Ford Police Interceptor Utility Base Hybrids
3. Lease Rate Quote for 2020 Ford Police Interceptor Utility Base Hybrids (Traffic)
4. Lease Rate Quote for 2020 Ford F-550 Flatbed Truck with Liftgate

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE EIGHT (8) LEASE
AGREEMENTS WITH ENTERPRISE FLEET MANAGEMENT, INC. AND
DECLARE NINE (9) CITY VEHICLES AS SURPLUS ASSETS FOR AUCTION**

WHEREAS, on June 4, 2019 the City Council authorized the City Manager to execute an agreement with Enterprise Fleet Management, Inc. for the replacement of City vehicles, and take other actions as necessary to implement the Enterprise Fleet Management Program (Program); and

WHEREAS, on June 4, 2019 the City Council provided staff direction to periodically provide City Council with updates on the Program and request authorization when significant vehicle lease agreements are planned; and

WHEREAS, the outgoing fleet is less reliable, more expensive to manage and repair, emits greater pollution than newer vehicles, and does not take advantage of improved safety equipment that comes standard on new vehicles; and

WHEREAS, the Program systematically replaces the existing city vehicle fleet with newer more efficient and less maintenance intensive vehicles and the City will realize cost savings; and

WHEREAS, staff has identified the need for eight (8) new vehicles for lease including seven (7) 2020 Police Interceptor Utility Hybrid Sport Utility Vehicles and one (1) 2020 Ford F-550; and

WHEREAS, staff has identified nine (9) City vehicles requiring excessive maintenance to be declared as surplus assets for auction including seven (7) 2015 Police Ford Interceptors, one (1) Ford Express Van, and one (1) Ford F-550 Truck; and

WHEREAS, The Police Department may delay salvage and designate up to five (5) of the best condition patrol cars as the “retired patrol limited use fleet” for non-patrol limited use for duties such as court, out of county transports, and the Volunteers in Police Service (VIPS) program; and

WHEREAS, The Police Department retired patrol limited use fleet would only receive required routine minor maintenance, and any required costly major repairs would result in the vehicle being placed out of service and salvaged at that time; and

NOW, THEREFORE, BE IT RESOLVED the Suisun City Council hereby authorizes the City Manager to Execute Eight Lease Agreements with Enterprise Fleet Management, Inc. and Declare Nine City Vehicles as Surplus Assets for Auction.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 17th day of March 2020 by the following vote:

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

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WITNESS my hand and the seal of said City this 17th day of March 2020.

Donna Pock, CMC
Deputy City Clerk

Prepared For: City of Suisun City, California
Medill, Matt

Date 03/05/2020
AE/AM KW3/KEB

Unit #
Year 2020 Make Ford Model Police Interceptor Utility
Series Base All-wheel Drive

Vehicle Order Type In-Stock Term 60 State CA Customer# 572961

\$ 63,885.64	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 886.43 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00 *	Other:Courtesy Delivery Fee
\$ 16,683.67 *	Capitalized Price Reduction
\$ 1,397.26 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Agate Black
Interior Color	(0 I) Charcoal Black w/Unique HD Cloth Front
Lic. Plate Type	Exempt
GVWR	0

\$ 47,201.97	Total Capitalized Amount (Delivered Price)
\$ 684.43	Depreciation Reserve @ <u>1.4500%</u>
\$ 189.48	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 873.91	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0000</u> Per Mile
# Tires	<u>0</u>
Loaner Vehicle	Not Included

\$ 0.00 Additional Services SubTotal

\$ 73.19 Sales Tax 8.3750% State CA

\$ 947.10 Total Monthly Rental Including Additional Services

\$ 6,136.17 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Suisun City, California

BY _____ TITLE _____ DATE _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Wattco Q JUICQ1016-F	C	\$ 20,356.64
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 20,356.64
Aftermarket Equipment Total		\$ 20,356.64

VEHICLE INFORMATION:

2020 Ford Police Interceptor Utility Base All-wheel Drive - US
Series ID: K8A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 39,396.00	\$ 40,615.00
Total Options	\$ 2,778.00	\$ 3,340.00
Destination Charge	\$ 1,195.00	\$ 1,195.00
Total Price	\$ 43,369.00	\$ 45,150.00

SELECTED COLOR:

Exterior: UM - (0 P) Agate Black
Interior: 96 - (0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
16D	Badge Delete	NC	NC
17T	Switchable Red/White Lighting in Cargo Area	\$ 47.00	\$ 50.00
18X	100 Watt Siren/Speaker w/Bracket & Pigtail	Included	Included
425	50 State Emission System	STD	STD
43A	Rear Auxiliary Liftgate Lights	\$ 371.00	\$ 395.00
43D	Dark Car Feature	\$ 24.00	\$ 25.00
44B	Transmission: 10-Speed Automatic	Included	Included
47A	Police Engine Idle Feature	\$ 244.00	\$ 260.00
500A	Order Code 500A	NC	NC
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	\$ 582.00	\$ 620.00
52P	Hidden Door-Lock Plunger	Included	Included
59B	Keyed Alike - 1284x	\$ 47.00	\$ 50.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Included	Included
60R	Noise Suppression Bonds (Ground Straps)	\$ 94.00	\$ 100.00
63B	Side Marker LED Sideview Mirrors	\$ 273.00	\$ 290.00
66A	Front Headlamp Lighting Solution	Included	Included
66B	Tail Lamp Lighting Solution	Included	Included
66C	Rear Lighting Solution	Included	Included
67H	Ready For The Road Package	\$ 3,379.00	\$ 3,595.00
67V	Police Wire Harness Connector Kit - Front/Rear	\$ 174.00	\$ 185.00
76D	Underbody Deflector Plate	\$ 315.00	\$ 335.00
76R	Reverse Sensing System	\$ 259.00	\$ 275.00
85R	Rear Console Plate	Included	Included
87R	Rear View Camera	NC	NC
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
90E	Ballistic Door-Panels (Level III+)	\$ 2,979.00	\$ 3,170.00
96_01	(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
99W	Engine: 3.3L V6 Direct-Injection Hybrid System	Included	Included
DLDIS	Dealer Discount	\$ -6,010.00	\$ -6,010.00
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
UM_01	(0 P) Agate Black	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front Tow Hooks: 1 front tow hooks
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
: class III trailering with hitch
Body Side Cladding: body-coloured bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio AM/FM stereo with seek-scan
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 8 speakers
Internet Access: Ford Fleet Telematics internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Front Windshield Visor Strip: front windshield visor strip
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter

Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Rear Seat Type: rear 35-30-35 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: cloth front seat upholstery
Rear Seat Material: vinyl rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 285-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:
Transmission 10-speed automatic w/ OD

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Prepared For: City of Suisun City, California Medill, Matt

Date 03/05/2020 AE/AM KW3/KEB

Unit #

Year 2020 Make Ford Model Police Interceptor Utility Series Base All-wheel Drive

Vehicle Order Type In-Stock Term 60 State CA Customer# 572961

Table with 2 columns: Amount and Description. Includes Capitalized Price of Vehicle, Sales Tax, License Fee, Registration Fee, etc.

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Table with 2 columns: Field and Value. Includes Driver Name, Exterior Color, Interior Color, Lic. Plate Type, GVWR.

Table with 2 columns: Amount and Description. Includes Total Capitalized Amount, Depreciation Reserve, Monthly Lease Charge.

Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

Table with 2 columns: Amount and Description. Includes Commercial Automobile Liability Enrollment, Liability Limit.

Table with 2 columns: Amount and Description. Includes Physical Damage Management.

Table with 2 columns: Amount and Description. Includes Full Maintenance Program, Contract Miles, Inc: # Brake Sets.

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0000 Per Mile

Tires 0 Loaner Vehicle Not Included

Additional Services SubTotal

Table with 2 columns: Amount and Description. Includes Sales Tax, State CA.

Total Monthly Rental Including Additional Services

Table with 2 columns: Amount and Description. Includes Reduced Book Value at 60 Months.

Table with 2 columns: Amount and Description. Includes Service Charge Due at Lease Termination.

Quote based on estimated annual mileage of 15,000 (Current market and vehicle conditions may also affect value of vehicle) (Quote is Subject to Customer's Credit Approval) Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Suisun City, California

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Wattco Q AAAQ15693 Ghost Vehicle	C	\$ 20,358.49
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 20,358.49
Aftermarket Equipment Total		\$ 20,358.49

VEHICLE INFORMATION:

2020 Ford Police Interceptor Utility Base All-wheel Drive - US
Series ID: K8A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 39,396.00	\$ 40,615.00
Total Options	\$ 2,778.00	\$ 3,340.00
Destination Charge	\$ 1,195.00	\$ 1,195.00
Total Price	\$ 43,369.00	\$ 45,150.00

SELECTED COLOR:

Exterior: UM - (0 P) Agate Black
Interior: 96 - (0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
16D	Badge Delete	NC	NC
17T	Switchable Red/White Lighting in Cargo Area	\$ 47.00	\$ 50.00
18X	100 Watt Siren/Speaker w/Bracket & Pigtail	Included	Included
43A	Rear Auxiliary Liftgate Lights	\$ 371.00	\$ 395.00
43D	Dark Car Feature	\$ 24.00	\$ 25.00
44B	Transmission: 10-Speed Automatic	Included	Included
47A	Police Engine Idle Feature	\$ 244.00	\$ 260.00
500A	Order Code 500A	NC	NC
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	\$ 582.00	\$ 620.00
52P	Hidden Door-Lock Plunger	Included	Included
59B	Keyed Alike - 1284x	\$ 47.00	\$ 50.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Included	Included
60R	Noise Suppression Bonds (Ground Straps)	\$ 94.00	\$ 100.00
63B	Side Marker LED Sideview Mirrors	\$ 273.00	\$ 290.00
66A	Front Headlamp Lighting Solution	Included	Included
66B	Tail Lamp Lighting Solution	Included	Included
66C	Rear Lighting Solution	Included	Included
67H	Ready For The Road Package	\$ 3,379.00	\$ 3,595.00
67V	Police Wire Harness Connector Kit - Front/Rear	\$ 174.00	\$ 185.00
76D	Underbody Deflector Plate	\$ 315.00	\$ 335.00
76R	Reverse Sensing System	\$ 259.00	\$ 275.00
85R	Rear Console Plate	Included	Included
87R	Rear View Camera	NC	NC
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
425	50 State Emission System	STD	STD
90E	Ballistic Door-Panels (Level III+)	\$ 2,979.00	\$ 3,170.00
96_01	(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
99W	Engine: 3.3L V6 Direct-Injection Hybrid System	Included	Included
DLDIS	Dealer Discount	\$ -6,010.00	\$ -6,010.00
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
UM_01	(0 P) Agate Black	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front Tow Hooks: 1 front tow hooks
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
: class III trailering with hitch
Body Side Cladding: body-coloured bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio AM/FM stereo with seek-scan
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 8 speakers
Internet Access: Ford Fleet Telematics internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Front Windshield Visor Strip: front windshield visor strip
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter

Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Rear Seat Type: rear 35-30-35 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: cloth front seat upholstery
Rear Seat Material: vinyl rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 285-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:
Transmission 10-speed automatic w/ OD

Prepared For: City of Suisun City, California
Medill, Matt

Date 03/09/2020
AE/AM KW3/KEB

Unit #
Year 2020 **Make** Ford **Model** F-550 Chassis
Series XL 4x2 SD Regular Cab 145 in. WB DRW

Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 572961

\$ 84,651.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 1,201.23 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00 *	Other:Courtesy Delivery Fee
\$ 21,755.00 *	Capitalized Price Reduction
\$ 1,821.98 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Medium Earth Gray w/Cloth 40/20/40 Spli
Lic. Plate Type	Exempt
GVWR	0

\$ 62,896.00	Total Capitalized Amount (Delivered Price)
\$ 943.44	Depreciation Reserve @ <u>1.5000%</u>
\$ 213.21	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²
\$ 1,156.65	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment	Liability Limit <u>\$0.00</u>
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\$ 0.00	Physical Damage Management
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\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>
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Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0000 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 0.00 **Additional Services SubTotal**

\$ 96.87	Sales Tax <u>8.3750%</u>
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State CA

\$ 1,253.52 **Total Monthly Rental Including Additional Services**

\$ 6,289.60	Reduced Book Value at <u>60</u> Months
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\$ 400.00	Service Charge Due at Lease Termination
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Quote based on estimated annual mileage of 5,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes Added \$2k to invoice. Original- \$42,431.00. Reason: board approval estimate (TA hasn't confirmed compatibility/specs.)

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Suisun City, California

BY	TITLE	DATE
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* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
ESTIMATED KNAPHEIDE BODY	C	\$ 19,510.00
ESTIMATED AIR PUMP	C	\$ 24,000.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 43,510.00
Aftermarket Equipment Total		\$ 43,510.00

VEHICLE INFORMATION:

2020 Ford F-550 Chassis XL 4x2 SD Regular Cab 145 in. WB DRW - US
Series ID: F5G

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 38,346.00	\$ 40,365.00
Total Options	\$ 2,490.00	\$ 2,050.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
Total Price	\$ 42,431.00	\$ 44,010.00

SELECTED COLOR:

Exterior: Z1 - (0 P) Oxford White
Interior: 1S - (0 I) Medium Earth Gray w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$ 91.00	\$ 100.00
145WB	145" Wheelbase	STD	STD
18A	Upfitter Interface Module	\$ 269.00	\$ 295.00
1S_02	(0 I) Medium Earth Gray w/Cloth 40/20/40 Split Bench Seat	NC	NC
31V	Ship-Thru: Knapheide Truck Equipment	\$ 625.00	\$ 0.00
425	50-State Emissions System	STD	STD
44G	Transmission: TorqShift 10-Speed Automatic	Included	Included
531	Trailer Tow Package	\$ 41.00	\$ 45.00
54K	Trailer Tow Mirrors w/Power Heated Glass	Included	Included
62R	Transmission Power Take-Off Provision	\$ 255.00	\$ 280.00
64Z	Wheels: 19.5" Argent Painted Steel	Included	Included
660A	Order Code 660A	NC	NC
872	Rear View Camera & Prep Kit	\$ 377.00	\$ 415.00
90L	Power Equipment Group	\$ 832.00	\$ 915.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPWN	Power Front Side Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included	Included
D9E	Built: Kentucky Truck Plant	NC	NC
MYKEY	MyKey	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 18,000 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included	Included
X48	4.88 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 2
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Front Mud Flaps: front and rear mud flaps
Body Material: aluminum body material
: trailering with harness
Fender Flares: black fender flares
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning manual air conditioning
Air Filter: air filter
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote engine start
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 911 Assist emergency communication system
Front Cupholder: front cupholder
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 8 speakers
Internet Access: FordPass Connect 4G LTE WiFi internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps
Cab Clearance Lights: cab clearance lights
Underhood Light: underhood light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge

Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 3 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Traction Control: driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Leather Upholstery: cloth front seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 430-hp, 7.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

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AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: Adoption of Council Resolution No. 2020-__: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Bellingham Marine Industries, Inc. for the Suisun Marina Docks Water Line Replacement Project.

FISCAL IMPACT: The Suisun Marina Docks Water Line Replacement Project (Project) will have no fiscal impact to the General Fund. Last year the State's Department of Finance approved City's Recognized Obligation Payment Schedule (ROPS), which includes \$669,000.00 in FY2019-20 for the Project.

STRATEGIC PLAN IMPACT: Provide Good Governance.

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

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

STAFF REPORT: The construction documents for this Project were advertised in the Daily Republic newspaper on January 22, 2020, and again on January 31, 2020. A mandatory pre-bid meeting with prospective bidders was held on February 4, 2020 at the project site. Seven (7) prospective bidders attended the pre-bid meeting.

Bids were opened on February 27, 2020, at 2:00 PM, at which time three (3) bids were received. Bids received were from contractors who were represented at the above-mentioned mandatory pre-bid meeting. Staff has reviewed the low bidder's proposal and bid documents. Staff has determined that the bid submitted by Bellingham Marine Industries, Inc. is the lowest responsive bid.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Nick Lozano, Associate Engineer
 Kris Lofthus, Recreation, Parks, & Marina Director
 Greg Folsom, City Manager

The three bids received for the Project are as follows:

<u>Company</u>	<u>Base Bid</u>
Engineer's Estimate	\$608,650.00
Bellingham Marine Industries, Inc.	\$561,465.00
TNT Industrial Contractors, Inc.	\$632,530.00
Sabo, Inc.	\$700,500.00

Bellingham Marine Industries, Inc. and TNT Industrial Contractors, Inc. each attended the mandatory pre-bid meeting, whereas Sabo, Inc. did not. Because Sabo, Inc. failed to attend the mandatory pre-bid meeting, it is determined to be non responsive and its bid is rejected.

Given that the construction budget is enough to cover the construction contract for this Project, staff recommends awarding the construction contract in the amount of \$561,465.00 to Bellingham Marine Industries, Inc. for the Suisun Marina Water Line Replacement Project. Staff also recommends approval to utilize the remaining ROPS approved funds of \$107,535.00 for contingencies and staff times in administering the construction contract and performing construction inspections.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2020-__: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Bellingham Marine Industries, Inc. for the Suisun Marina Docks Water Line Replacement Project and authorize up to \$107,535 for contingencies and staff times in administering the construction contract inspections.

ATTACHMENTS:

1. Resolution No. 2020-__: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Bellingham Marine Industries, Inc. for the Suisun Marina Docks Water Line Replacement Project.
2. Project Location Map.

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION
CONTRACT ON THE CITY'S BEHALF WITH BELLINGHAM MARINE
INDUSTRIES, INC. FOR THE SUISUN MARINA DOCKS WATER LINE
REPLACEMENT PROJECT**

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

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

WHEREAS, in 2019 the State Department of Finance approved the City's Recognized Obligation Payment Schedule (ROPS), which includes funding allocation for the replacement of the domestic waterline system in the east and west docks as well as the replacement of the onshore water supply line and water appurtenances; and

WHEREAS, the construction documents for the Project were advertised on January 22, 2020 and January 31, 2020 in the Daily Republic newspaper; and

WHEREAS, seven (7) prospective bidders attended the mandatory pre-bid meeting on February 4, 2020; and

WHEREAS, three (3) sealed bid proposals were received by the City on February 27, 2020, by 2:00 pm, and bids were opened and read aloud; and

WHEREAS, Bellingham Marine Industries, Inc., who had representation at the mandatory pre-bid meeting, provided the lowest responsive bid of \$561,465.00.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to enter into a construction contract on behalf of the City with Bellingham Marine Industries, Inc. for the Suisun Marina Docks Water Line Replacement Project in the amount of \$561,465.00 and to take any and all necessary and appropriate actions to implement this contract. The City Council further authorizes the City Manager to approve use of the remaining ROPS approved funds of \$107,535.00 for contingencies and staff time's in administering the construction contract and performing construction inspections.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 17th day of March 2020, by the following vote:

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

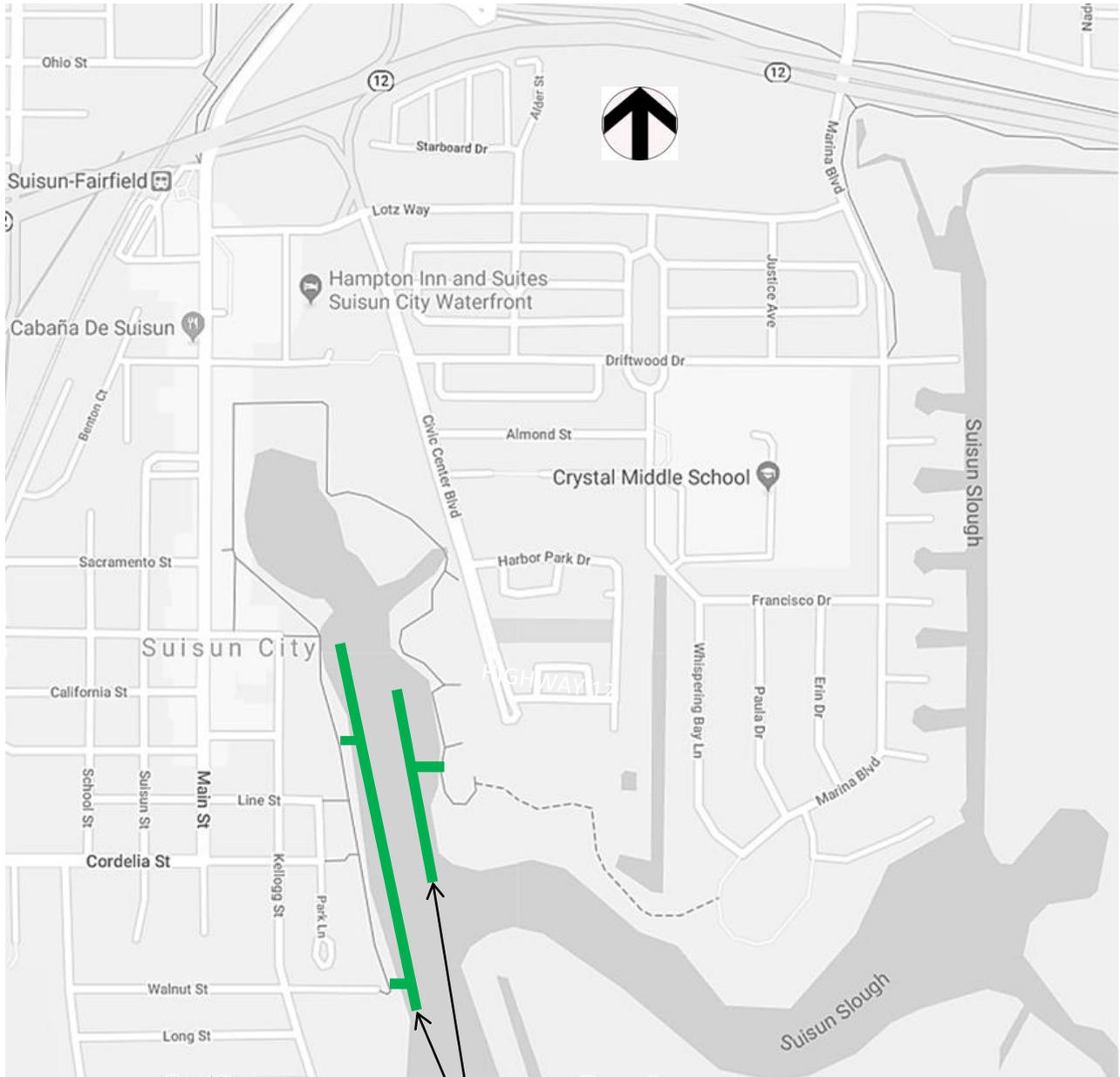
WITNESS my hand and the seal of said City this 17th day of March 2020.

Donna Pock, CMC
Deputy City Clerk

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LOCATION MAP

Suisun Marina Docks Water Line Replacement Project



PROJECT LOCATION: EAST AND WEST DOCKS

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AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: Adoption of Council Resolution No. 2020-__: Authorizing the City Manager to Enter into a Memorandum of Understanding (MOU) with Bobby Sox

FISCAL IMPACT: The deal points of the MOU would allow the Bobby Sox access to the fields for \$1 per year, but provide the City the opportunity to generate new General Fund revenues of approximately \$15,000 per season in concession sales.

STRATEGIC PLAN IMPACT: Provide Good Governance, Develop Sustainable Economy

BACKGROUND: The Bobby Sox and the City of Suisun City, (City) intend to work together to provide female youth sports opportunities in Suisun City. Bobby Sox will be providing youth softball programs at the Lambrecht Sports Complex which will complement what is currently being programmed in that location.

STAFF REPORT:

The Bobby Sox and the City of Suisun City (City) intend to work together to provide female youth sports opportunities in Suisun City. Bobby Sox will be providing youth softball programs at the Lambrecht Sports Complex which will complement what is currently being programmed in that location. Attachment 1 outlines the agreement and responsibilities to all parties. This collaborative effort brings youth female sports to Suisun City, which has been a goal of the Recreation, Parks, and Marina Department for some time. The Women's Sports Foundation finds that girls who participate in sports benefit in the following ways:

- Do better in school
- Learn teamwork and goal-setting
- Provide numerous health benefits
- Builds self confidence
- Reduce stress and pressure

Bobby Sox Agrees to:

- Provide all necessary personnel, equipment, marketing, registration, and all other components to operate a first-class youth softball program.
- Two weeks prior to season play, Bobby Sox will hold a park clean-up day which will consist of cleaning planting areas, infield improvements, fence line delineation, minor dugout repair, painting, and median strip enhancement.
- During the season of play Bobby Sox will prep fields that will be used for play, including infield dragging, chalking, dug out cleaning, and batter box prep.
- Provide one supervising board member onsite for any and all activities.
- May sell Bobby Sox affiliated merchandise, but not food or beverages.
- Bobby Sox agrees to pay the total sum of \$1 for the season.

PREPARED BY:

Kris Lofthus, Recreation, Parks, and Marina Director

REVIEWED AND APPROVED BY:

Greg Folsom, City Manager

The City will provide:

- Two (2) fields three (3) days per week from 4:00pm – 9:00pm. A minimum of 2 games will be held on these nights. Specific days of each week must be approved by the Recreation, Parks, and Marina Director.
- Will provide the use of one Scorekeepers Booth to store Bobby Sox equipment. The City will have access to this space.
- Three (3) fields for one (1) two-day tournament in June or July based on approval from the Recreation, Parks, and Marina Director.
- Light usage will provided at the approval of the Recreation, Parks, and Marina Department staff.
- Provide the Supervising Board Member a key to the gate for entry and to the restroom facilities.
- Provide snack bar services for any and all game events and is entitled to 100% of the proceeds.

All other policies for renting the Lambrecht Sports Complex will be in effect. The term of the MOU will be for the 2020 season terminating on December 31, 2020.

RECOMMENDATION: Recreation, Parks, Marina, and Arts Commission Recommend to the Suisun City Council to adopt the MOU with Bobby Sox for the 2020 season terminating on December 31, 2020.

ATTACHMENTS:

1. Resolution No. 2020-__: Authorizing the City Manager to Enter into a Memorandum of Understanding (MOU) with Bobby Sox
2. Bobby Sox MOU

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF
UNDERSTANDING (MOU) WITH BOBBY SOX**

WHEREAS, the Bobby Sox and the City of Suisun City, (City) intend to work together to provide female youth sports opportunities in Suisun City; and

WHEREAS, Bobby Sox will be providing youth softball programs at the Lambrecht Sports Complex; and

WHEREAS, it is recognized that girls who participate in youth sports do better in school, build positive relationships, build self-confidence, and further community relationships; and

WHEREAS, the City Council has an interest in bringing youth female sports to Suisun City; and

WHEREAS, this partnership will provide approximately \$15,000 per season of new revenues; and

WHEREAS, the term of the MOU will commence on March 17, 2020 and terminate on December 31, 2020; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City hereby authorizes the City Manager to enter into a memorandum of understanding with Bobby Sox.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 17th day of March 2020, by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of March 2020.

Donna Pock, CMC
Deputy City Clerk

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOBBY SOX AND THE CITY OF SUISUN CITY TO PROVIDE YOUTH
SOFTBALL PROGRAMMING TO RESIDENTS OF SUISUN CITY**

The Bobby Sox and the City of Suisun City, (City) intend to work together to provide female youth sports opportunities in Suisun City. Bobby Sox will be providing youth softball programs at the Lambrecht Sports Complex which will complement what is currently being programmed in that location.

The term of this MOU will commence on March 17, 2020 and terminate on December 31, 2020

As part of this agreement the Bobby Sox will provide:

- 1) All necessary personnel, equipment, marketing, registration, and all other components to operate a first class youth softball program.
- 2) Two weeks prior to season play, Bobby Sox will hold a park clean-up day which will consist of cleaning planting areas, infield improvements, fence line delineation, minor dugout repair, painting, and median strip enhancement.
- 3) During the season of play Bobby Sox will prep fields that will be used for play, including infield dragging, chalking, dug out cleaning, and batter box prep.
- 4) Provide one supervising board member onsite for any and all activities.
- 5) May sell Bobby Sox affiliated merchandise, but not food or beverages.
- 6) Bobby Sox agrees to pay the total sum of \$1 for the season.

As part of this agreement the City of Suisun will provide:

- 1) Two (2) fields three (3) days per week from 4:00pm – 9:00m. A minimum of 2 games will be held on these nights. Specific days of each week must be approved by the Recreation, Parks, and Marina Director.
- 2) Will provide the use of one Scorekeepers Booth to store Bobby Sox equipment in. The City will have access to this space.
- 3) Three (3) fields for one (1) Two-day tournament in June of July based on approval from the Recreation, Parks, and Marina Director.
- 4) Light Usage will provided at the approval of the Recreation, Parks, and Marina Department staff.
- 5) Provide the supervising board member a key to the gate for entry and to the restroom facilities.
- 6) Provide snack bar services for any and all game events and is entitled to 100% of the proceeds.

As part of this agreement both Bobby Sox and the City agree to:

- 1) Have a season debrief no later than September 30, 2020.

- 2) Negotiate a new MOU no later than Dec 1, 2020.
- 3) All policies for renting the Lambrecht Sports Complex are in effect.

The City will meet regularly with Bobby Sox on a regular basis during the season to ensure all policies and procedures are being adhered to. The City of Suisun acknowledges the creation of female youth sports as a specified objective within the Recreation, Parks, and Marina Department. According to various reports exposing girls to athletic activities can lower levels of sadness and depression, they have higher opinions of their abilities and competencies. Female athletes trust and get along with other girls and have healthier ways to handle stressful situations than those who don't play a sports. According to the Women's Sports Foundation, girls that participate in sports benefit in the following ways;

- Do better in school
- Learn teamwork and goal-setting
- Provide numerous health benefits
- Builds self confidence
- Reduce stress and pressure

This MOU sets forth the current intentions of Bobby Sox and the City of Suisun City with respect to the calendar year of 2020. The further intent is to provide a general understanding of the levels of responsibility and interaction for each party to this agreement.

In compensation for providing the Bobby Sox with fields of play as outlined in the MOU, the City of Suisun City will collect a total sum of \$1.00 for the 2020 Bobby Sox season.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers' thereunto duly authorized.

Further, this MOU is consistent with the City of Suisun Strategic Plan as outlined under *Provide Good Governance*.

Bobby Sox

City of Suisun City

Signature

Signature

Printed Name / Title

Printed Name / Title

Date

Date

AGENDA TRANSMITTAL

MEETING DATE: March 17, 2019

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-___: Authorizing the City Manager to Waive Program and Rental Fees During the COVID-19 Outbreak.

FISCAL IMPACT: There will be an unknown negative effect on the revenue collected.

STRATEGIC PLAN IMPACT: Provide Good Governance.

BACKGROUND: Due to the COVID-19 outbreak, there may be a need to cancel programs and or rentals at the Joe Nelson Community Center, Suisun City Senior Center, or any of our park locations. Current rules dictate that on rentals, cancelations of 90 days or more from the event date, a 10% cancellation fee will be assessed. If under 90 days, a 50% cancellation fee will be assessed. For program fees, Current rules state that no refunds will be provided unless the city cancels a class or activity.

STAFF REPORT:

In the interest of community health, people may choose to cancel or postpone rental events or participation in classes or programs. The City may continue to offer these activities, but community members may not feel it is in their best interest to continue to attend. Those that choose not to attend should not be financially punished during this health crisis.

Those wishing to withdraw from programs will be given a prorated credit on their RecDesk account, which they may use for other registration fees in the future. If fees are not used in 180 days, the client may request a refund. Rental events that are cancelled will be provided a full refund and those that are postponed, fees will remain with their rental for the future date.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2020-___: Authorizing the City Manager to Waive Program and Rental Fees During the COVID-19 Outbreak.

ATTACHMENTS:

1. Council Adoption of Resolution No. 2020-___: Authorizing the City Manager to Waive Program and Rental Fees During the COVID-19 Outbreak

PREPARED BY:

Kris Lofthus, Recreation, Parks, and Marina Director

REVIEWED AND APPROVED BY:

Greg Folsom, City Manager

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RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO WAIVE PROGRAM AND RENTAL
FEES DURING THE COVID-19 OUTBREAK**

WHEREAS, the City Council recognizes that there is a current health crisis with the COVID-19 outbreak; and

WHEREAS, there may be a need for community members to withdraw from programs or cancel rental events in city facilities or parks; and

WHEREAS, the City Council does not want these cancellations to have a financially negative affect on the community; and

WHEREAS, current policy does not allow for fee waivers without penalty; and

WHEREAS, in the interest of community health, people may need to cancel rental events and not attend program activities; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City hereby Authorizing the City Manager to Waive Program and Rental Fees During the COVID-19 Outbreak.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 17th day of March 2020, by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of March 2020.

Donna Pock, CMC
Deputy City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020 - ____: A Resolution of the City Council of the City of Suisun City Adopting an Amendment to the Planning Commission Bylaws to Change the Time of Regular Planning Commission Meetings from 7PM to 6PM.

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

STRATEGIC PLAN IMPACT: Provide Good Governance.

BACKGROUND / STAFF REPORT: The Planning Commission formally adopted their bylaws in July 2019 and subsequently voted (5-0) to amend their regular meeting times from 7PM to 6PM at the March 10, 2020 Commission meeting. Through Ordinance No. 735, which amended Chapter 2.20, the Planning Commission's bylaws are to be reviewed by the City Council. Staff is requesting the City Council review the time change the Planning Commission adopted through Resolution No. PC20-02. No change in day of the week or time of the month is a part of this request. According to Section 5.2 of the City of Suisun City Planning Commission Bylaws Regular Meetings, "Regular meetings shall be held on the second and fourth Tuesday of the month, at ~~7:00~~ 6:00 p.m. in the Council Chambers of the City Hall unless otherwise determined by the Planning Commission or the Development Services Director in consultation with the Commission Chair."

STAFF RECOMMENDATION: Staff recommends that the Council adopt Resolution No. 2020-____; A Resolution of the City Council of the City of Suisun City Adopting an Amendment to the Planning Commission Bylaws to Change the Time of Regular Planning Commission Meetings from 7PM to 6PM.

ATTACHMENTS:

1. Council Adoption of Resolution No. 2020 - ____: A Resolution of the City Council of the City of Suisun City Adopting an Amendment to the Planning Commission Bylaws to Change the Time of Regular Planning Commission Meetings from 7PM to 6PM.
2. Resolution No. PC2020-02.

PREPARED BY:

Joann Martinez, Assistant Planner

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

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RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING AN AMENDMENT TO THE PLANNING COMMISSION BYLAWS TO
CHANGE THE TIME OF REGULAR PLANNING COMMISSION MEETINGS
FROM 7PM TO 6PM.**

WHEREAS, the City Council at a regular meeting of May 7, 2019 did review and discuss the Planning Commission Bylaws (Exhibit A) and the potential of rescinding the 1997 Planning Commission Rules of Procedure; and

WHEREAS, the Planning Commission at a regular meeting on March 10, 2020 approved the amendment changing the time of regular Planning Commission meetings from 7:00 PM to 6:00 PM; and

WHEREAS, the City Council at a regular meeting of March 17, 2019 did review and discuss the Planning Commission Bylaws and the potential of amending the Planning Commission Bylaws to change the Planning Commission meeting time from 7:00 PM to 6:00 PM.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Suisun City does adopt the amendment to the Planning Commission Bylaws changing the time of regular meetings from 7:00PM to 6:00PM.

PASSED AND ADOPTED by a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 17th of March 2020, by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of March 2020.

Donna Pock, CMC
Deputy City Clerk

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RESOLUTION NO. PC20-02

**A RESOLUTION OF THE CITY OF SUISUN CITY PLANNING COMMISSION
AMENDING THE BYLAWS TO CHANGE THE TIME OF REGULAR PLANNING
COMMISSION MEETINGS FROM
7PM TO 6PM**

WHEREAS, the Planning Commission directed staff at their April 14, 2015 regular meeting to complete revisions to the draft Planning Commission Bylaws and prepare the document for Commission adoption; and

WHEREAS, the Planning Commission at a regular meeting on May 26, 2015 did complete its review and recommend approval of Planning Commission Bylaws; however, the bylaws were never forwarded to the City Council for adoption; and

WHEREAS, the Planning Commission at a regular meeting on April 23, 2019 completed its review of the Planning Commission Bylaws; and

WHEREAS, the Planning Commission did recommend the City Council adopt Planning Commission Bylaws (Exhibit A) and rescind the 1997 Planning Commission Rules of Procedure.

WHEREAS, the City Council amended the Planning Commission Bylaws and the Planning Commission concurred with the changes on July 9, 2019; and

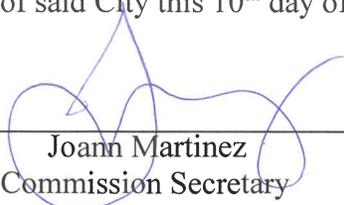
WHEREAS, the Planning Commission did amend their bylaws to modify the starting time of regular meetings from 7PM to 6PM on March 10, 2020.

NOW, THEREFORE, BE IT RESOLVED THAT the Planning Commission of the City of Suisun City does hereby adopt Resolution PC20-__; A Resolution of the City of Suisun City Planning Commission amending the Planning Commission Bylaws to change the time of regular Planning Commission meetings from 7PM to 6PM.

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

AYES: Commissioners: Ramos, Borja, Holzwarth, Pal, Thomas
NOES: Commissioners:
ABSENT: Commissioners:
ABSTAIN: Commissioners:

WITNESS my hand and the seal of said City this 10th day of March 2020.



Joann Martinez
Commission Secretary

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AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: Approving Appointments of City Staff Members to the Pooled Liability Assurance Network (PLAN) JPA Board of Directors and to the Local Agency Workers' Compensation Excess Joint Powers Authority's Governing Board:

- a. Council Adoption of Council Resolution No. 2020-___: Appointing One Director and One Alternate Director to the Pooled Liability Assurance Network (PLAN) JPA Board of Directors; and
- b. Council Adoption of Council Resolution No. 2020-___: Appointing One Representative and One Alternate Representative to the Local Agency Workers' Compensation Excess Joint Powers Authority's Governing Board.

FISCAL IMPACT: None

STRATEGIC PLAN IMPACT: Provide Good Governance:

- Section 4.3 – Develop partnerships with education, governmental and other agencies to deliver services and/or support efforts on behalf of the City.
- Section 4.7 – Improve productivity, efficiency, effectiveness, customer service and citizen satisfaction in all areas of the municipal organization.

BACKGROUND:

PLAN JPA: The City has been a member of the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA) and its predecessor agency since 1986 to provide excess pooled insurance coverage and related services. The bylaws of PLAN JPA provide that each pool member shall have representation on its Board of Directors

LAWCX: The City has been a member of the Local Agency Workers' Compensation Excess (LAWCX) JPA since 2002 to provide pooled funding of excess workers' compensation insurance benefits and costs.

Since 2012, Senior Management Analyst Scott Corey has served as the Director/Representative to these pools, and the Assistant City Manager/Administrative Services Director and Administrative Services Director have served as Alternate Director/Representative.

STAFF REPORT: Staffing changes necessitate an amendment to the resolutions appointing the City's voting representatives on each of these Boards of Directors.

The attached resolutions will update the City's designated representatives to be the Senior Management Analyst as the Director and the City Manager as the Alternate Director to the PLAN JPA board; and the Senior Management Analyst as the Representative and the City Manager as the Alternate Representative to the LAWCX board.

PREPARED BY:

REVIEWED & APPROVED BY:

97

Scott Corey, Senior Management Analyst
Greg Folsom, City Manager

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 2020-___: Appointing One Director and One Alternate Director to the Pooled Liability Assurance Network (PLAN) JPA Board of Directors; and
2. Adopt Resolution No. 2020-___: Appointing One Representative and One Alternate Representative to the Local Agency Workers' Compensation Excess Joint Powers Authority's Governing Board.

ATTACHMENTS:

1. Council Adoption of Resolution No. 2020-___: Appointing One Director and One Alternate Director to the Pooled Liability Assurance Network (PLAN) JPA Board of Directors.
2. Council Adoption of Resolution No. 2020-___: Appointing One Representative and One Alternate Representative to the Local Agency Workers' Compensation Excess Joint Powers Authority's Governing Board.

RESOLUTION NO. 2020-

A RESOLUTION OF THE SUISUN CITY COUNCIL OF THE CITY OF SUISUN CITY APPOINTING ONE DIRECTOR AND ONE ALTERNATE DIRECTOR TO THE POOLED LIABILITY ASSURANCE NETWORK (PLAN) JPA BOARD OF DIRECTORS

WHEREAS, the City of Suisun City was a founding member of Association of Bay Area Governments (ABAG) Pooled Liability Assurance Network (PLAN), and has benefitted immeasurably from the stable, cost-effective self-insurance, risk sharing and risk management services provided since 1986; and

WHEREAS, on December 5, 2017, the City Council authorized the execution of the Pooled Liability Assurance Network (PLAN) Joint Exercise of Powers Agreement, which created the PLAN JPA, a pooled risk management and liability pool that is the successor to ABAG PLAN; and

WHEREAS, on June 20, 2018, the ABAG PLAN Board of Directors dissolved ABAG PLAN, and the PLAN JPA Board of Directors established the PLAN JPA;

WHEREAS, PLAN JPA bylaws state that each governing body of each Member Entity in PLAN JPA shall appoint one (1) Director and one (1) voting Alternate Director to serve at the respective Member Entity’s pleasure; and

WHEREAS, each appointment shall set forth the director’s and alternate director’s position with the Member Entity.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City rescinds the appointments made by Resolution 2018-79, and appoints the Senior Management Analyst as the City’s Director on the PLAN JPA Board and the City Manager as the Alternate Director.

PASSED AND ADOPTED at a regular meeting of said City Council held on Tuesday, the 17th day of March 2020 by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of March 2020.

Donna Pock, CMC
Deputy City Clerk

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RESOLUTION NO. 2020-

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A RESOLUTION OF THE SUISUN CITY COUNCIL OF THE CITY OF SUISUN CITY APPOINTING ONE REPRESENTATIVE AND ONE ALTERNATE REPRESENTATIVE TO THE LOCAL AGENCY WORKERS’ COMPENSATION EXCESS JOINT POWERS AUTHORITY’S GOVERNING BOARD

WHEREAS, the City of Suisun City entered into a Joint Powers Agreement with other public agencies to create the Local Agency Workers’ Compensation Excess Joint Powers Authority (LAWCX JPA), to provide pooled funding of workers’ compensation insurance benefits and costs; and

WHEREAS, LAWCX JPA bylaws state that the governing body of each Party to the LAWCX Agreement shall appoint one (1) Representative and one (1) voting Alternate Representative to serve at the respective Party’s pleasure; and

WHEREAS, current City staffing indicates the most appropriate appointments as Representative and Alternate Representative should be the Senior Management Analyst and the City Manager.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City rescinds the appointments made by Resolution 2018-20, and appoints the Senior Management Analyst as the City’s Representative to the LAWCX JPA Board and the City Manager as the Alternate Representative.

PASSED AND ADOPTED at a regular meeting of said City Council held on Tuesday, the 17th day of March 2020 by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of March 2020.

Donna Pock, CMC
Deputy City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-__ : Authorizing the Purchase of Two Cardiac Monitors from Zoll Medical Corporation

FISCAL IMPACT: The total cost of the cardiac monitors will not exceed \$70,000, which is available in the FY2019-20 Fire Department budget by reallocating salary savings.

STRATEGIC PLAN: Ensure Public Safety, Section 3.9 Elevate the level of Emergency Medical Services (EMS) care (Paramedic).

BACKGROUND: Cardiac monitors are used frequently during EMS response. They allow paramedics to provide advanced monitoring of the electrical activity in the patient's heart, as well as deliver electrical energy to the heart as needed. The purchase of two cardiac monitors will allow the fire department to improve the level of service provided to the citizens of Suisun City.

STAFF REPORT: The purchase of two cardiac monitors will allow the Fire Department to improve the level of service provided to the citizens of Suisun City. Zoll Corporation has been designated as a sole source vendor, as defined in the Cities purchasing policy, because the Zoll monitors are identical to the units Medic Ambulance Company utilizes. As the Fire Department makes the transition to an Advanced Life Support (ALS) department, the Zoll cardiac monitors are a critical step.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2020-__ : Authorizing the Purchase of Two Cardiac Monitors from Zoll Medical Corporation

ATTACHMENTS:

1. Council Adoption of Resolution No. 2020-__ : Authorizing the Purchase of Two Cardiac Monitors from Zoll Medical Corporation
2. Quote for 2 Zoll Cardiac Devices

PREPARED BY:
REVIEWED AND APPROVED BY:

Justin Vincent, Fire Chief
 Greg Folsom, City Manager

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RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUISUN CITY AUTHORIZING THE PURCHASE OF TWO
CARDIAC MONITORS FROM ZOLL MEDICAL
CORPORATION**

WHEREAS, the need to acquire two (2) Zoll X Series Monitor/Defibrillators to increase the level of service provided to the citizens of Suisun City has been identified; and

WHEREAS, the purchase of the X Series monitor/defibrillators is a critical step identified by Solano County Emergency Medical Service Division needed to become a recognized Advanced Life Support (ALS) department; and

WHEREAS, the local transporting ambulance company, Medic Ambulance, utilizes Zoll monitors, purchasing the same units will ensure continuity of care for the citizens of Suisun City; and

WHEREAS, Zoll Medical Corporation is the only source from which to obtain the Zoll X-Series defibrillators and Zoll Medical Corporation does not utilize the services of any authorized dealers or distributors in the sale of their products; and

WHEREAS, the purchase of the Zoll X-Series will meet Section 3 Ensure Public Safety, item number 9, Evaluate the level of EMS care (Paramedic) of the Suisun City 2020-2025 Strategic Plan.

NOW, THEREFORE, be it here resolved by the City Council of Suisun City does hereby authorize the City Manager, or his designee, to execute the Purchase Agreement to acquire two (2) Zoll X Series Manual Monitor/Defibrillator from Zoll Medical Corporation not to exceed \$70,000.

PASSED AND ADOPTED at a regular meeting of said City Council held on Tuesday, the 17th day of March 2020 by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of March 2020.

Donna Pock, CMC
Deputy City Clerk

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ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: Suisun City Fire Department
621 Pintail Drive
Suisun City, CA 94585

Attn: **Josh Danner**

email: JDanner@suisun.com

Tel: 707-421-7205

QUOTATION 327333 V:4

DATE: February 10, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2221011-01	<p>X Series ® Manual Monitor/Defibrillator with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide <p>• One (1)-year EMS warranty</p> <p>Advanced Options: Real CPR Help Expansion Pack CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)</p> <ul style="list-style-type: none"> • See - Thru CPR artifact filtering 	2	\$37,275.00	\$28,701.75	\$57,403.50 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Kimberly Tanner
Account Executive
916-798-7644

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.



ZOLL Medical Corporation Attachment 2

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

TO: Suisun City Fire Department
 621 Pintail Drive
 Suisun City, CA 94585

Attn: **Josh Danner**

email: JDanner@suisun.com

Tel: 707-421-7205

QUOTATION 327333 V:4

DATE: February 10, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		ZOLL Noninvasive Pacing Technology: Masimo Pulse Oximetry SP02 <ul style="list-style-type: none"> • Signal Extraction Technology (SET) • Rainbow SET NIBP Welch Allyn includes: <ul style="list-style-type: none"> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: <ul style="list-style-type: none"> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set 				
2	8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)	2	\$295.00	\$206.50	\$413.00 *
3	8000-0294	SpO2 LNCS Adult Reusable Sensor (1 each)	2	\$295.00	\$187.00	\$374.00 *
4	8000-0580-01	Six hour rechargeable Smart battery	4	\$519.75	\$346.50	\$1,386.00 *

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
5	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries.	2	\$992.25	\$661.50	\$1,323.00 *
6	8900-0400	CPR stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case	1	\$588.00	\$380.80	\$380.80 *
7	8400-110043	CaseReview Premium Subscription, X Series, 3 Year-Hosted. Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	2	\$1,345.00	\$1,345.00	\$2,690.00
8		Estimated Sales Tax at 8.38%				\$5,135.29
<p>*Reflects California Multiple Award Schedule Contract # 4-19-65-0028B Pricing.</p> <p><u>Line Item 7 will be governed by Terms & Conditions listed on http://www.zoll.com/SSTC. All other items will be governed by Terms & Conditions listed on http://www.zoll.com/GTC</u></p>						

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TOTAL \$69,105.59

Kimberly Tanner
 Account Executive
 916-798-7644

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Software Solutions Master Application Service Provider Agreement

1. Orders. ZOLL Data Systems, Inc. (“ZOLL”) shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract (“Order”) between ZOLL and another party (“Customer”) incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the “Agreement”). ASP Services are further defined in Section 3. Implementation Services are further defined in Section 4. Support Services are further defined in Section 5. The ASP Services, Implementation Services, and Support Services are each, and are collectively, “Services”.

2. Payment. Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement (“Fees”). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL’s invoice. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney’s fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL’s sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL’s credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (“Taxes”).

3. ASP Services. “ASP Services” means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the “Underlying Software”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the “ZOLL Site”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the “Documentation”), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

3.1. Provision of ASP Services. Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use (“Registered Users”) through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer’s use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

3.2. Access Software. Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the “Access Software”), each as made available to Customer through the ZOLL Site, solely for Customer’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “Software”.

3.3. Restrictions. Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer’s login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

3.4. Service Level Agreement.

3.4.1. Downtime. “Downtime”, expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

3.4.2. Planned Downtime. “Planned Downtime” is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “Standard Maintenance” is performed when upgrades or system updates are desirable. “Emergency Maintenance” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.

3.4.3. Excused Downtime. “Excused Downtime” time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer’s premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer’s failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

3.4.4. Unplanned Downtime. Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x \%, \text{ where “x” is Unplanned Downtime.}$$

3.4.5. Unplanned Downtime Goal. ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the “Unplanned Downtime Goal”). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

3.4.6. Revocation of Administrative Rights. Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

3.4.7. Customer Content; Security; Backup.

3.4.7.1. Customer Content. As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services (“Customer Content”); *provided, however*, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

3.4.7.2. Security. Subject to Customer’s obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially

available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

3.4.7.3. Backup of Customer Content. Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL's control.

3.4.7.4. Availability of Customer Content. It is Customer's responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the "**Active Customer Content**"), in ZOLL's working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL's receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the "**Active Retention Period**"). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a "**Database**"), or (b) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days ("**Inactive Customer Content**") and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL's working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this Section 3.4.7.4, the terms of Section 3.4 (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer's access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

3.4.8. Remedies. A "**Service Credit**" means a percentage of the monthly Fee to be credited to Customer (subject to Customer's written request therefor and ZOLL's verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer's monthly Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month's invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this Section 3.4.8 shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this Section 3.4.8 shall be the Customers' sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

3.4.9. Modifications. Changes to this Section 3.4 may be made from time to time at ZOLL's sole discretion. Customer will be notified of any such changes that are material.

4. Implementation Services. ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the "**Implementation Services**"). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a "reasonable efforts" basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL's negligence.

5. Support Services. ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

5.1. Support.

5.1.1. Emergency Support. ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. "**Supported ASP Services**" means the ASP Services for which Customer has paid the then-current Fees. "**Supported Environment**" means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. "**Error**" means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

5.1.2. Technical Support. ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays ("**Business Hours**") to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

5.1.3. Resolution. ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects ("**Resolution**").

5.1.4. Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL's sole discretion. Should Customer request that ZOLL send personnel to Customer's location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer's location.

5.1.5. Exceptions. ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

5.2. Conditions and Limitations. Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

6. Warranties.

6.1. Implementation Services and Support Services. Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 6.1, perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this Section 6.1 is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

6.2. ASP Services and Access Software. Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This Section 6.2 sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

6.3. Warranty Disclaimers. The warranties for the Software and Services are solely and expressly as set forth in Section 6.1 and Section 6.2 and are expressly qualified, in their entirety, by this Section 6.3. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 AND SECTION 6.2, (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

7. Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

8. Indemnification.

8.1. By ZOLL. ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This Section 8 states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

8.2. By Customer. Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL

BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for third party products or services, and for the actions or omissions of Customer's representatives.

10. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "**Executable Code**"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "**Source Code**"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "**ZOLL Property**"). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

11. Term and Termination.

11.1. Term. The term of this Agreement ("**Term**") begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL's then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. "**Implementation Date**" for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

11.2. Termination. Either party may terminate this Agreement or any Order without cause on thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

11.3. Effects of Termination. Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the "**Expired or Terminated Document**") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this [Section 11.3](#).

12. General Provisions.

12.1. Compliance with Laws. Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

12.2. Audits and Inspections. Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer's records relating to Customer's use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in [Section 2](#) above.

12.3. Assignments. Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

12.4. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

12.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

12.6. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

12.7. Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

12.8. Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

12.10. Independent Contractors. The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

12.11. Third Parties. Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider (“**Third Party Provider**”) to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services (“**Third Party Products or Services**”), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

12.12. Force Majeure. Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party’s reasonable control and without such party’s fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL’s performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a “**Force Majeure Event**”).

12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival. This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, [Section 7](#) (Confidentiality), [Section 8](#) (Indemnification), [Section 9](#) (Limitation on Liability), [Section 10](#) (Ownership), [Section 11.3](#) (Effects of Termination) and [Section 12](#) (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

13. HIPAA. This [Section 13](#) applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer (“**PHI**”) in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this [Section 13](#) have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as “**HIPAA**”). “**Covered Entity**” as used herein means Customer. “**Business Associate**” as used herein means ZOLL. The purpose of this [Section 13](#) is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA

13.1. Applicability. This [Section 13](#) applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

13.2. Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this [Section 13](#) with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

13.3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

13.4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

13.5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

13.6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of “**unsecured protected health information**,” as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

13.7. Individual Access. In accordance with an individual’s right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual’s right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual’s representative.

13.8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

13.9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual’s request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

13.10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services (“**DHHS**”), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity’s compliance with HIPAA.

13.11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

13.12. HITECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

13.13. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

13.14. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

13.15. De-identified Health Information. Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

13.16. Survival. All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.

13.17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.

13.18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties' obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____

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AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-___: Approval of Police Department Police Officer Position Converted to one Additional Full Time Equivalent (FTE) Police Sergeant Position and Eliminate the .5 Position. No FTE's added.

FISCAL IMPACT: Under the most likely promotional scenarios, the projected total annual savings is between \$42,500 and \$54,700. See Attached Staff Cost Analysis.

STRATEGIC PLAN:

- Ensure Public Safety, Section 3.1 – Establish an acceptable staffing level for police and fire services to maintain public safety and identify funding mechanisms.
- Provide Good Governance, Section 4.7 – Improve productivity, efficiency, effectiveness, customer service and citizen satisfaction in all areas of municipal organization.
- Ensure Fiscal Solvency, Section 5.6 – Develop a succession plan for staff.

BACKGROUND:

Suisun City Police Department (SCPD) currently only has four sergeant positions authorized in its ranks due to a reclassification of the previous fifth sergeant to a second commander in September of 2018. This reclassification was requested due to the Police Department being divided into two primary divisions that include Field Operations (Patrol Services), and Support Services (Police Administration, Investigations, Communications, Records Management, and Property/Evidence). Prior to the restructure in 2018, each Division was managed by the lone Police Commander, who reported directly to the Chief of Police. The restructure allowed for more administrative capacity and accountability. However, the restructure caused the duties of the fifth Sergeant (supervision of investigations, code enforcement, special events and volunteers) to be absorbed by the Support Services Commander.

The current four Sergeant positions are assigned to patrol so each of the four separate patrol shifts per week has a dedicated supervisor. It has been identified that a fifth sergeant position is once again needed to supervise the investigations division of SCPD due to the ever-growing list of demands on the police commanders (see Appendix A). Adding a fifth sergeant will provide an immediate benefit to the continuity of supervision to staff at SCPD. The fifth sergeant position will be placed in the investigations division to supervise the investigator during routine and critical investigations to ensure all laws and policies are followed. As it stands now, the lack of a direct supervisor for investigations not only creates liability for the department with regard to ensuring all mandates and policies are being applied specifically to any current investigation, but there are also safety concerns related to a lack of a dedicated supervisor to accompany an investigator to locations in the city and to other jurisdictions. This is necessary to ensure all officer safety best practices are employed and to provide both direct supervision and assistance in any emergency situation that might arise.

PREPARED BY:
REVIEWED AND APPROVED BY:

Aaron Roth, Police Chief
Greg Folsom, City Manager

STAFF REPORT:

SCPD currently has 38.5 FTE's budgeted in the 19-20 budget. This .5 FTE is a sworn police officer FTE. This position was implemented in the FY 17-18 budget as an over hire position to be utilized during times when a vacancy is anticipated less than six months from the identified date. However, this .5 sworn FTE has never been filled due to SCPD having a consistent vacancy rate within its sworn personnel.

CURRENT DEPARTMENT OVERVIEW

The Suisun City Police Department is a full-service law enforcement agency with 26.5 sworn staff, 12 full-time professional staff and two part-time, per diem professional support staff. Historically, the organization has experienced moderate to high turnover, and there are currently four police officer vacancies. Unfortunately, it is anticipated that three additional sworn vacancies (total of seven) may occur within the next few months. There are also three vacancies in the professional (civilian) staff divisions. The Department operates on an annual budget of approximately \$7.8 million.

COMMAND STRUCTURE

The supervisory and command structure of the Suisun City Police Department is currently guided, managed, and coordinated by a Chief of Police, two Commanders, four Police Sergeants, and one professional staff supervisor (Dispatch/Records Supervisor). The four Sergeants serve as patrol supervisors.

SWORN STRUCTURE

The patrol division is comprised of 16 police officers and four sergeants (20 FTE's). These individuals work one of four separate shifts during the week, as each shift should normally be staffed with four officers and one sergeant. This allows for the three remaining officers to fill assignments in investigations, traffic enforcement or as a school resource officer. These 23 officers referenced do not include the chief and two commanders. During times of significant staffing shortages, these staffing guidelines are sometimes changed to spread the shortage across all shifts. Additionally, sometimes the special assignments such as traffic or school resource officer are re-assigned to patrol. Currently due to staffing, each shift is assigned two patrol officers and one sergeant, and there is one officer assigned to investigations. There are no officers assigned to traffic enforcement or to the school resource officer position. We anticipate this to change as we have officers complete their field training. Two officers are scheduled to complete training by the end of April, 2020, and we anticipate hiring from a list of eligible applicants in the very near future.

INVESTIGATIONS

Currently, an investigator reports directly to the Support Services Commander, but that commander does not have daily working knowledge of the cases assigned to investigations as the commander has several other areas of responsibility within the department. Because of this current model, that investigator does not always have immediate access to a direct supervisor with knowledge of the law as it relates to search warrants and search and seizure, local and federal resources, and other critical areas that can create financial and legal liability to the city should an investigator lack direct supervision while acting on the city's behalf.

When looking at the command structure versus the number of sergeants, it is not feasible to return to the old structure of one commander and five sergeants due to the amount of responsibility the two commanders have. A list of current duties assigned to the commanders is attached to this staff report as appendix A.

In 2019, SCPD had 801 significant crimes, all of which warranted an investigation by a detective. These crimes are a snapshot of the 3,854 total reports that patrol initiated and forwarded for to the detective for investigation such as missing persons, information reports of human trafficking and criminal threats, etc. Of these crimes listed in the chart below, several of them required writing search and arrest warrants, follow up outside of the Suisun City area, direct suspect contact and interviews, additional court paperwork filing of bail enhancements and firearm seizures, coordination with outside federal and local agencies, etc.

City of Suisun City UCR Crime Stats 2019	
Homicide	0
Rape	13
Robbery	36
Aggravated Assault	68
Burglary	69
Larceny	487
Auto Theft	117
Arson	11
Total	801

Adding a fifth sergeant to the ranks of SCPD and assigning them to oversee investigations will allow SCPD to be more efficient in its approach of solving crimes and serving our community. This fifth sergeant will work directly with the detective to both assist in investigations and carry an investigative caseload to ensure all the significant incidents that occur in Suisun City are followed up on in a safe, legal and timely manner.

In addition to investigations, the fifth sergeant will also oversee code enforcement in order to leverage a joint approach to issues that arise in our community. Supervising these two areas will take an additional burden off command staff. Adding a fifth sergeant will also provide access to an additional supervisor for the entire police officer cadre that is short on overall police experience and tenure.

Lastly, this fifth supervisor will create a deeper layer of succession planning in the department to add to the number of staff developing professionally and preparing for the next rank in the department. Staff believes this will also help in the retention of officers by providing promotional opportunities to those here at SCPD, rather than have staff look for opportunities at other agencies.

Staff is asking for this fifth sergeant position to be approved now so that a competitive promotional process can begin. We anticipate this process will take anywhere from two to three months, as the process will involve providing study material to prepare for a written test that will be given prior to holding interviews. It is likely this position will not be permanently filled until June of 2020,

so getting approval for this position now will avoid an additional delay in providing an extra layer of continuity and protection for the department and city.

STAFF RECOMMENDATION: Authorize the conversion of the one Police Officer FTE to a fifth sergeant position, eliminate the .5 FTE position and keep staffing at 26 sworn within the police department.

ATTACHMENTS:

1. Council Adoption of Resolution No. 2020-___: Approval of Police Department Police Officer Position Converted to one Additional Full Time Equivalent (FTE) Police Sergeant Position and Eliminate the FTE .5 Position. No FTE's added.
2. Staff Cost Analysis
3. Appendix A – Suisun Police Commander Key Tasks and Responsibilities

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVAL OF POLICE DEPARTMENT POLICE OFFICER POSITION
COVERTED TO ONE ADDITIONAL FULL TIME EQUIVELANT (FTE) POLICE
SERGEANT POSITION AND ELIMINATE THE .5 POSITION. NO FTE'S ADDED.**

WHEREAS, the Police Department is currently only authorized four sergeant positions that are all assigned to patrol; and

WHEREAS, it has been identified that a fifth sergeant position is needed to supervise the Investigations Division to oversee critical investigations and ensure all laws and policies are followed, as well as to alleviate safety concerns and ensure all officer safety best practices are employed during an investigation; and

WHEREAS, this fifth sergeant position will also be utilized to assist with supervising collateral duties that are currently unassigned to a supervisor and being overseen by management including Code Enforcement; and

WHEREAS, it would be appropriate and consistent with industry best practices to utilize a structure where investigations are directly overseen by a Police Sergeant; and

WHEREAS, the Police Department has a half-time Overfill Officer position that can be absorbed to fund the additional compensation of a Police Sergeant.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby authorizes the reclassification of an existing Police Officer position to that of a fifth Police Sergeant position and elimination of a half-time Overfill Police Officer position.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 17th day of March 2020 by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers: _____

ABSENT: Councilmembers: _____

ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this 17th day of March 2020.

Donna Pock, CMC
Deputy City Clerk

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Staff Cost Analysis (Total Cost Basis)

Police Department - 5th Sergeant

Job Class	Range	Salary	Benefits	Total Cost	Diff to Sgt Int B	Diff to Sgt Adv C
Police Officer 50% Overfill	400 - A	\$ 37,867	\$ 24,998	\$ 62,865	\$ 87,148	\$ 113,404
Police Officer POST Intermediate	403 - D	\$ 76,368	\$ 53,283	\$ 129,651	\$ 20,362	\$ 46,618
Corporal with Advanced POST	417 - F	\$ 95,385	\$ 72,657	\$ 168,042		\$ 8,227
Sergeant with Intermediate POST	451 -B	\$ 91,706	\$ 58,307	\$ 150,013		
Sergeant with Advanced POST	452 -C	\$ 100,686	\$ 75,583	\$ 176,269		
SCPD Scenario #1						
Eliminate Officer Overfill				\$ (62,865)		
Promote Officer-Int to 5th Sergeant - Int B				\$ 20,362		
Savings				\$ (42,503)		
SCPD Scenario #2						
Eliminate Officer Overfill				\$ (62,865)		
Promote Corp-Adv to 5th Sergeant - Adv C				\$ 8,227		
Savings				\$ (54,638)		

Update by S. Corey 2/26/2020

Notes:

- For Overfill Officer, assumed entry level Police Officer, PEPR, EE+1 medical
- For Officer POST Intermediate, assumed D-Step, PEPR, EE+Family medical
- For Corporal, assumed F-Step, Classic, EE+Family medical
- For Sgt, assumed B-Step, PEPR, EE+Family medical
- For Sgt, assumed C-Step, Classic, EE+Family medical

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APPENDIX A

Suisun Police Commander Key Tasks and Responsibilities:

Direct Supervision of Police Sergeants, Leadership and Management of the Police Department, Oversight of Communications, Dispatch and CAD/RMS Budget, CIP and Finance Oversight of Records (RMS), Responsibility for Property/Evidence, Professional Standards, Draft Council Staff Reports, Community Corrections Partnership, Building and Maintenance of Partnerships with Solano County Law Enforcement Agencies, Procurement of Safety Equipment, Community Engagement and Public Outreach, Oversight of Technology Systems, Emergency Operations (Emergency Management Training) Management Custodian of Records, Patrol Scheduling and Deployment Strategies, Police Administration and Budget Management, Recruitment and Hiring of Personnel, Code Enforcement, Grant Management, Legal/Labor Issues, Oversight of Field Training Program, Professional Staff Policy and Legislative Updates, Citizen Complaints, Liaison to Solano County Sheriff, Probation, Courts, DOJ, FBI Safe Streets, DA's Office, Criminal Justice Partnership Supervise Mobile Field Force, Emergency Operations Management - Emergency Operations and Critical Incident Management, Workers Comp, FMLA and HR Liaison, Lexipol Policy Management, Strategic Planning and Staff Development, School Partnerships and Community Collaborations, Terrorist Liaison Officer, Crime Analysis, Supervision of Investigations, Grant Program Management, Social Media, Crime Prevention Programs, Media and Press Relations.

Commander – Field Operations: • Patrol Services • Patrol Scheduling – Deployment Strategies • Supervision of Patrol Sergeants • Public Information – Media Relations • Community Engagement – Social Media • School Partnerships – SRO Program • Special Operations – Emergency Management • Training - Mobile Field Force

Commander – Support Services: • Technology Systems – E-911, Radio Interoperability Project • CAD/RMS Systems Conversion – Installation and Training • Safety Equipment – Body Worn Cameras • Investigations • Communications – Records Management • Management of Professional Staff • Personnel – Recruitment – Hiring - Backgrounds • Training • Professional Standards – Policy/Disciplinary Issues • Crime Prevention – Crime Analysis • Property/Evidence • Fleet Management – Building Maintenance • Volunteer Program • Code Enforcement

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AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-____: Accepting the Comprehensive Annual Financial Report and Report on Federal Awards in Accordance with OMB Circular A-133 for Fiscal Year 2018-19.

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

STRATEGIC PLAN IMPACT: Provide Good Governance, Section 4.1 – Review and update required planning and financial documents as needed for transparency.

STAFF REPORT: The outside auditing firm of Chavan & Associates, LLP (C&A) has completed its fieldwork and has provided the City with the necessary adjustments to the general ledger. The Comprehensive Annual Financial Report (CAFR) (Attachment 2) summarizes the results of operations for all Funds for the Fiscal Year ending June 30, 2019. C&A has determined that the City has a clean audit report.

The Government Accounting Standards Board (GASB) issues numbered statements to set forth any changes in reporting requirements. GASB Statement Number 34 (GASB 34) required numerous changes to the presentation of the CAFR. With this CAFR, the City has fully implemented GASB 34. With this implementation, the financial report contains two statements: the Government-Wide Financial Statements and the Fund Financial Statements.

The Government-Wide Financial Statements are designed to provide readers with a broad overview of the City's finances. As of June 30, 2019, the City's assets were \$183.1 million, its deferred outflow of resources was \$5.3 million, liabilities were \$33.3 million, deferred inflow of resources was \$0.9 million and its net position was \$154.2 million, as illustrated on CAFR page 35-35.

GASB 68 required changes in how the City reports its long-term pension obligations beginning in FY 2014-15. The new accounting standards provide additional transparency on long-term pension obligations in annual financial reports. Net pension liabilities are reported on the City-wide balance sheet, providing citizens and others a clearer picture of the size and nature of the financial obligations owed to current and former employees for pension benefits. GASB 68 required governments providing defined benefit pensions to recognize their long-term obligation for pension benefits as a liability. Previously, the City, like most California cities, had only reported the Annual Required Contribution (ARC) to the pension plan in its financial reports. Now, the Net Pension Liability must be recorded in the balance sheet.

As a long-term obligation, the Net Pension Liability is not recorded in the modified accrual basis financial statements for governmental funds. The liability impact is limited to the Government-Wide Financial Statements and does not impact the modified accrual current resources focus of the General Fund, other governmental funds, or the budget-to-actual comparison. Therefore, the General Fund,

PREPARED BY:	Elizabeth N. Luna, Accounting Services Manager
REVIEWED BY:	Scott Corey, Senior Management Analyst
APPROVED BY:	Greg Folsom, City Manager

the Housing Authority Fund and other governmental funds will not contain this liability; their liability is reported in the Government-Wide Financial Statements.

The accounting valuation for financial reporting actuarial study determines the total liability of the pension plan. In order to determine the Net Pension Liability, the City contracted with CalPERS (California Public Employees Retirement System) to prepare GASB 68 Accounting Valuation Reports for all five of the City's retirement plans. As of June 30, 2019, the City's reported net pension liability for its proportionate shares of the net pension liability of each Plan are as follows:

	Proportionate Share of Net <u>Pension Liability</u>
Miscellaneous	\$ 7,781,173
Safety	10,407,633
	<hr/>
Tota Net Pension Liability	<u>\$ 18,188,806</u>

Detailed information on pension plan can be found on CAFR pages 79-83.

In June 2015, GASB released new accounting standards for postretirement benefit programs, GASB 74 and GASB 75. In August 2018, the City released a request for proposal for actuarial valuation of retiree health insurance as of June 30, 2018. The City selected Dempsey, Filliger & Associates, LLC (DFA) to perform the actuarial.

As of June 30, 2019, the City's reported Other Post Employment Benefit (OPEB) is as follows:

Net OPEB Liability <u>(Actuarial Liability)</u>
\$ 3,374,307

The City has not adopted an irrevocable trust for the pre-funding of retiree healthcare benefits. The City operates in a Pay-As-You-Go Plan, and contributes \$136 per month on behalf of all eligible retirees and surviving spouses, who are responsible for the premium costs of their selected health plan.

Detailed information on OPEB plan can be found on CAFR page 84-87.

The Fund Financial Statements focus on short-term inflows and outflows of spendable resources and the remaining year-end balances available for spending. This information is useful in evaluating the City's near-term financing requirements.

As shown on CAFR pages 42, the General Fund balance as of June 30, 2019, is \$7,156,565. The net change in fund balance is an increase of \$3,214,634. The significant increase is mainly due to unexpended Measure S Tax monies as of closing of the fiscal year, which in return were reallocated to FY2019-20. A summary of the variances is presented on the table below:

Fiscal Year 2018-19 General Fund – Revenues and Expenditures

	Final Adopted Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
Taxes - Property	2,492,200	2,318,741	(173,459)
Taxes - Transient Occupancy	408,200	381,156	(27,044)
Sales Tax	1,774,400	1,896,993	122,593
Sales & Use Tax (Measure S)	2,307,000	2,573,674	266,674
License and Permits	1,436,400	1,370,359	(66,041)
Fines & Forfeitures	382,700	495,634	112,934
Intergovernmental Revenues	2,172,300	2,641,997	469,697
Charges for Services	2,852,200	2,822,659	(29,541)
Investment Earnings	60,000	180,893	120,893
Other Revenues	27,400	31,029	3,629
Total Revenues	13,912,800	14,713,135	800,335
Total Expenditures	13,883,401	12,746,625	1,136,776
Emergency Reserves	2,492,100	-	2,492,100
Other Financing Sources/(Uses)	(1,519,300)	1,248,124	2,767,424
Net Change in Fund Balance	(3,982,001)	3,214,634	7,196,635
Fund Balance Beginning	3,941,931	3,941,931	-
Fund Balance Ending	(40,070)	7,156,565	7,196,635

For FY 2018-19, overall General Fund revenue was higher compared to budget by \$800,335. The net positive revenue variance is a result of higher Intergovernmental Revenues, Sales Tax and Investment Earnings. The significant increase in the revenues were partly offset by lower Property Tax due to lower RDA-Residual revenue. The License and Permits revenue came short of the target due to lack of building construction activity.

The General Fund actual expenditures were lower by \$1,136,776 from budget excluding emergency reserves. Almost all Departments ended with lower expenditures compared to budget. The majority of the unexpended budget came from public safety. It can be attributed to delays in hiring police officers and fire personnel. The detailed comparison of budget to actual can be found on CAFR page 92.

In terms of Other Financing Sources and Uses (Transfer In/Transfer Out), the net of budget to actual variance is \$2,693,628. Majority of this transfers are related to spending Measure S funds which did not materialize in fiscal year 2018-19 as explained below.

- Marina Dredging- GF project cost subsidy not necessary due to ROPS Funding
- Street Repair Program- unused budget reallocated to the following year
- Public Safety Communication System- delay in procurement, reallocated to the following year
- Enterprise Resource Planning Management- project shelved temporarily

The Statement of Revenues, Expenditures and Changes in Fund Balance for the City's major funds are illustrated, starting on CAFR page 42. Individual financial statements for the City Funds may be reviewed beginning on CAFR page 104. The former Redevelopment Agency financial information is now classified as a Private Trust Fund; statements can be found in CAFR pages 52-53.

The following sections of the CAFR can be found on the following pages:

- Independent Auditor's Report – Page 14-16
- Management's Discussion and Analysis – Page 17-29
- Notes to Financial Statements – Page 55-87
- Agency (Fiduciary) Funds Statements – Page 164-168
- Statistical Section – Page 169-191

Report on Federal Grant Awards

Also attached is a copy of the Report on Federal Awards in Accordance with federal Office of Management and Budget (OMB) Circular A-133 for FY 2018-19. The report analyzes the City/Agency/Authority compliance with OMB Circular A-133 regarding federally funded programs, including police grants, street improvement grants, capital improvement grants, and Section 8 housing grants.

The single audit reported no findings.

Additional information is available upon request to Accounting Department.

RECOMMENDATION: It is recommended that City Council review the material and adopt Resolution No. 2020-____: Accepting the Comprehensive Annual Financial Report and Report on Federal Awards in Accordance with OMB Circular A-133 for Fiscal Year 2018-19.

ATTACHMENTS:

1. Resolution No. 2020-____: Accepting the Comprehensive Annual Financial Report and Report on Federal Awards in Accordance with OMB Circular A-133 for Fiscal Year 2018-19.
2. Report on Federal Awards in Accordance with OMB Circular A-133 (Single Audit) for FY 2018-19.
3. Comprehensive Annual Financial Report (CAFR) for FY 2018-19*

*Due to size, this attachment is available for review in the City Manager's Office.

RESOLUTION NO. 2020-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT
AND THE REPORT ON FEDERAL AWARDS IN ACCORDANCE WITH
OMB CIRCULAR A-133 FOR FISCAL YEAR 2018-19**

WHEREAS, the City of Suisun City endeavors to manage its financial affairs in a prudent and professional manner, consistent with Generally Accepted Accounting Practices; and

WHEREAS, an annual audit conducted by outside auditors is an essential method to ensure we meet this goal of fiscal prudence; and

WHEREAS, the accounting firm of Chavan & Associates, LLP (C&A) conducted the audit and concluded that the City’s financial statements “present fairly in all material respects the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Suisun City, California, as of June 30, 2019”; and

WHEREAS, the City of Suisun City’s Comprehensive Annual Financial Report and the Report on Federal Awards in Accordance with OMB Circular A-133 for the fiscal year ending June 30, 2019, was presented to the City Council for its review and consideration.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Suisun City hereby accepts the Comprehensive Annual Financial Report and the Report on Federal Awards in Accordance with OMB Circular A-133 for Fiscal Year 2018-19.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 17th day of March 2020 by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of March 2020.

Donna Pock, CMC
Deputy City Clerk

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CITY OF SUISUN CITY, CALIFORNIA
SINGLE AUDIT REPORT
FOR THE YEAR ENDED JUNE 30, 2019



Chavan & Associates, LLP
Certified Public Accountants
1475 Saratoga Ave, Suite 180
San Jose, CA 95129

CITY OF SUISUN CITY, CALIFORNIA
SINGLE AUDIT REPORT
TABLE OF CONTENTS
JUNE 30, 2019

	<u>PAGE NO.</u>
Independent Auditor’s Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance	1 - 3
Schedule of Expenditures of Federal Awards	4
Notes to Schedule of Expenditures of Federal Awards	5
Schedule of Findings and Questioned Costs:	
Section I - Summary of Auditor’s Results	6
Section II - Financial Statement Findings	7
Section III - Federal Awards Findings and Questioned Costs.....	7
Summary Schedule of Prior Year Findings.....	8
Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	9 - 10



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CERTIFIED PUBLIC ACCOUNTANTS

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE**

To the Honorable Mayor and Members of the
City Council of the City of Suisun City
Suisun City, California

Report on Compliance for Each Major Federal Program

We have audited the City of Suisun City (the City)'s compliance with the types of compliance requirements described in *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2019. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.



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Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph for this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the City as of and for the year ended June 30, 2019, and have issued our report thereon dated January 6, 2020, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in



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accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

C & A LLP

January 6, 2020
San Jose, California

CITY OF SUISUN CITY, CALIFORNIA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal Catalog Number (CFDA)</u>	<u>Pass Through Number</u>	<u>Federal Expenditures</u>
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
Section 8 Housing Choice Vouchers	14.871 ⁽¹⁾	N/A	\$ 3,053,346
Total U.S. Department of Housing and Urban Development			<u>3,053,346</u>
U.S. DEPARTMENT OF TRANSPORTATION			
Passed Through California Department of Transportation:			
Highway Planning and Construction			
Sunset Ave/Walter Rd Imprvt	20.205	CML 5032 (030)	4,722
State Route 12 Advance Warning Device	20.205	CML 5032 (031)	3,706
Total U.S. Department of Transportation			<u>8,428</u>
U.S. DEPARTMENT OF JUSTICE			
Bulletproof Vest Partnership Program	16.607	N/A	1,525
Total U.S. Department of Justice			<u>1,525</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u><u>\$ 3,063,299</u></u>

⁽¹⁾ Audited as major program
Note: There were no federal grants passed through to subrecipients

The accompanying notes are an integral part of this financial statement

CITY OF SUISUN CITY, CALIFORNIA
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal grant activity of the City of Suisun City (the City) under programs of the federal government for the year ended June 30, 2018. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

Note 2. Summary of Significant Accounting Policies

Expenditures reported on the schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available. The City has elected not to use the 10 percent de minimus indirect cost rate as allowed under Uniform Guidance.

Note 3. Relationship to the Basic Financial Statements

The amounts reported in the accompanying schedule agree, in all material respects, to amounts reported within the City's financial statements. Federal award revenues are reported principally in the City's financial statements as intergovernmental revenues.

Note 4. Relationship to Federal Financial Reports

Amounts reported in the accompanying schedule agree or can be reconciled with the amounts reported or to be reported in the federal financial reports.

Note 5. Pass-Through Entities' Identifying Number

When federal awards were received from a pass-through entity, the Schedule of Expenditures of Federal Awards shows, if available, the identifying number assigned by the pass-through entity. When no identifying number is shown, the City has determined that no identifying number is assigned for the program or the City was unable to obtain an identifying number from the pass-through entity.

CITY OF SUISUN CITY, CALIFORNIA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued	<u>Unmodified</u>
Internal control over financial reporting:	
Material weaknesses?	___ Yes <u> x </u> No
Significant deficiencies identified not considered to be material weaknesses?	___ Yes <u> x </u> No
Non-compliance material to financial statements noted?	___ Yes <u> x </u> No

Federal Awards

Internal control over major programs:	
Material weaknesses?	___ Yes <u> x </u> No
Significant deficiencies identified not considered to be material weaknesses?	___ Yes <u> x </u> No

Type of auditor's report issued on compliance over major programs	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)	___ Yes <u> x </u> No

Identification of Major Programs:

<u>CFDA Numbers</u>	<u>Name of Federal Program</u>
14.871	Section 8 Housing Choice Vouchers

Dollar threshold used to distinguish between type A and type B programs:	\$ <u> 750,000 </u>
Auditee qualified as low risk auditee?	___ Yes <u> x </u> No

CITY OF SUISUN CITY, CALIFORNIA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

Section II - Financial Statement Findings

No findings noted.

Section III - Federal Award Findings and Questioned Costs

No findings noted.

CITY OF SUISUN CITY, CALIFORNIA
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

Section II - Financial Statement Findings

No findings noted.

Section III - Federal Award Findings and Questioned Costs

No findings noted.



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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Mayor and Members of the
City Council of the City of Suisun City
Suisun City, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the City of Suisun City (the "City") as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated January 6, 2020.

Internal Control over Financial Reporting

Management is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws,



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regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

C & A LLP

San Jose, California
January 6, 2020

AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

JOINT AGENDA ITEM: Accept the Investment Report for the Quarter Ending December 31, 2019.

FISCAL IMPACT: No fiscal impact; informational only.

STRATEGIC PLAN IMPACT: Ensure Fiscal Solvency, Section 5

BACKGROUND: Each quarter it is necessary to produce an Investment Report showing how all City, Housing Authority, and Suisun-Solano Water Authority's available cash is invested, in terms of the type of investment, what institution it is invested in, and current value and interest earnings.

STAFF REPORT: The total cash and investments (par amount) equaled to \$42,460,707 for the period ending December 31, 2019. In summary, the investment portfolio consists of the following governmental funds:

Suisun-Solano 2016 Series Bond Proceeds	\$	1,636,077
Suisun-Solano 2019 Series Bond Proceeds	\$	8,485,831
Energy Conservation Project-ENGIE	\$	4,757,012
Debt Service Reserves	\$	1,403,519
General Fund	\$	5,288,478
Trust/Fiduciary Funds	\$	2,098,845
All Other Funds	\$	18,790,944
Total	\$	42,460,707

In terms of return on our investment managed by PFM Asset Management LLC, the current yield to maturity at cost 1.99% with an average life of 804 days. The average Local Agency Investment Fund return for the current quarter is 2.29%. As can be seen in the Pie Chart on the last page of the attached Investment Report, nearly 75% of the cash is invested in federally insured CD's, US Treasuries or Agency Notes, all of which generate higher yields.

RECOMMENDATION: It is recommended that the Council/Authority accept the **Second Quarter** Financial Officer's Investment Report.

ATTACHMENTS:

1. Financial Officer's Investment Report, for the Quarter Ending December 31, 2019.

PREPARED BY:
APPROVED BY:

Elizabeth N. Luna, Accounting Services Manager
Greg Folsom, City Manager

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City of Suisun City,
Successor Agency, Housing Authority and Suisun-Solano Water Authority
FINANCIAL OFFICER'S INVESTMENT REPORT

December 31, 2019

Category of Investment	Name of Institution	Maturity Date	Par Amount	Market Value*	Amortized Cost	Curr Yield At Market	Est Annual Income
Checking Account	West America Bank	Demand Deposit	\$ 4,886,628	\$ 4,886,628	\$ 4,886,628	0.000%	-
State Investment-CITY	LAIF	Demand Deposit	\$ 5,388,247	\$ 5,388,247	\$ 5,388,247	2.043%	110,082
Total Cash Equivalents			\$ 10,274,875	\$ 10,274,875	\$ 10,274,875	1.071%	\$ 110,082
2016 SSWA Bond Proceeds	US Bank	8AMMF07Z8	\$ 1,635,993	\$ 1,635,993	\$ 1,635,993	1.350%	22,086
2016/2019 SSWA Bond Proceeds	First Amer Treas Oblig Fd	31846V302	\$ 83	\$ 83	\$ 83	1.198%	1
Lease Equipment Purchase Proceeds-Engie	Sterling National Bank	Money Market	\$ 4,757,012	\$ 4,757,012	\$ 4,757,012	0.100%	4,757
2019 SSWA Bond Proceeds	US Bank	8AMMF0BR1	\$ 8,485,831	\$ 8,485,831	\$ 8,485,831	1.350%	114,559
Total Bond/Loan Proceeds			\$ 14,878,920	\$ 14,878,920	\$ 14,878,920	0.950%	\$ 141,403
First American Government	31846V203	Demand Deposit	\$ 179,684	\$ 179,684	\$ 179,684	1.210%	2,174
BNP Paribas NY Branch Commercial Paper	09659BG20	7/2/2020	\$ 400,000	\$ 396,162	\$ 396,167	1.930%	7,644
Credit Agricole CIB NY Commercial Paper	22533TB39	2/3/2020	\$ 400,000	\$ 399,300	\$ 399,325	1.853%	7,400
ING Funding LLC Commercial Paper	4497W0DH8	4/17/2020	\$ 300,000	\$ 298,369	\$ 298,324	1.916%	5,718
Natixis NY Branch Commercial Paper	63873JDW7	4/30/2020	\$ 200,000	\$ 198,735	\$ 198,680	2.020%	4,015
Total Commercial Paper			\$ 1,479,684	\$ 1,472,250	\$ 1,472,180	1.831%	\$ 26,951
FHLMC K006 A2	FHLMC #31398VJ98	01/25/20	\$ 20,131	\$ 20,097	\$ 20,131	4.259%	856
FNA 2010-M6 A2	FNA #31398SKA0	09/25/20	\$ 85,708	\$ 86,173	\$ 86,305	3.296%	2,840
FNA 2018-MS A2	FNA #3136B1XP4	09/25/21	\$ 93,504	\$ 94,436	\$ 94,413	3.525%	3,329
FHLMC Multifamily Structured P Pool	FHLMC #3137BHXY8	01/25/22	\$ 210,000	\$ 212,696	\$ 210,973	2.756%	5,861
FHLMC Series K721 A2	FHLMC #3137BM6P6	08/25/22	\$ 160,000	\$ 163,372	\$ 160,729	3.026%	4,944
Fannie Mae-ACES	FNMA #3136AEGQ4	12/25/22	\$ 89,166	\$ 89,577	\$ 90,225	2.270%	2,033
FHLMC Series K032 A1	FHLMC #3137B4GX8	02/01/23	\$ 58,639	\$ 59,632	\$ 58,684	2.967%	1,769
FHLMC Multifamily Structured P	FNA #3137B5JL8	02/25/23	\$ 66,180	\$ 66,864	\$ 65,910	2.641%	1,766
FHMS KPO5 A	FNA #3137FKK39	07/01/23	\$ 63,585	\$ 65,014	\$ 63,585	3.133%	2,037
Total Federal Agency Collateralized Mortgage Obl.			\$ 846,913	\$ 857,861	\$ 850,954	2.965%	\$ 25,435
Federal Agency/Bond Note	FHLB #3130ADUJ9	03/30/20	\$ 420,000	\$ 420,801	\$ 419,990	2.370%	9,975
Federal Agency/Bond Note	FNMA #3135G0T60	07/30/20	\$ 550,000	\$ 549,487	\$ 549,671	1.501%	8,250
Federal Agency/Bond Note	FMN #3135G0U84	10/30/20	\$ 250,000	\$ 252,517	\$ 249,939	2.847%	7,188
Federal Agency/Bond Note	FMN #3137EAEL9	02/16/21	\$ 200,000	\$ 201,715	\$ 199,798	2.355%	4,750
Federal Agency/Bond Note	FFCBN #3133EJJD2	04/05/21	\$ 300,000	\$ 303,645	\$ 299,851	2.510%	7,620
Federal Agency/Bond Note	FM# 3135G0U27	04/13/21	\$ 130,000	\$ 131,516	\$ 129,915	2.471%	3,250
Federal Agency/Bond Note	FM# 3135G0T45	04/05/22	\$ 100,000	\$ 100,644	\$ 99,791	1.863%	1,875
Federal Agency/Bond Note	FHLBN #3130A5P45	06/10/22	\$ 365,000	\$ 372,108	\$ 369,800	2.330%	8,669
Federal Agency/Bond Note	FMN #3135G0W33	09/06/22	\$ 290,000	\$ 288,092	\$ 289,096	1.384%	3,988
Federal Agency/Bond Note	FHLB #313383QR5	06/09/23	\$ 250,000	\$ 263,409	\$ 261,808	3.085%	8,125
Federal Agency/Bond Note	FHLB #313383YJ4	09/08/23	\$ 150,000	\$ 159,136	\$ 152,057	3.182%	5,063
Federal Agency/Bond Note	FM #3135G0U43	09/12/23	\$ 200,000	\$ 208,771	\$ 199,382	2.754%	5,750
Federal Agency/Bond Note	FMN #3135G0V34	02/05/24	\$ 325,000	\$ 335,054	\$ 323,997	2.425%	8,125
Federal Agency/Bond Note	FHLB #3130AFW94	02/13/24	\$ 250,000	\$ 257,774	\$ 249,262	2.425%	6,250
Total Federal Agency Bond/Note			\$ 3,780,000	\$ 3,844,671	\$ 3,794,358	2.312%	\$ 88,878
US Treasury Notes	#912828357	01/31/20	\$ 130,000	\$ 130,034	\$ 129,984	1.999%	2,600
US Treasury Notes	#912828VP2	07/31/20	\$ 50,000	\$ 50,104	\$ 50,240	1.996%	1,000
US Treasury Notes	#912828L32	08/31/20	\$ 400,000	\$ 399,328	\$ 400,751	1.377%	5,500
US Treasury Notes	#912828L32	08/31/20	\$ 485,000	\$ 484,185	\$ 486,561	1.377%	6,669
US Treasury Notes	#9128285G1	10/31/20	\$ 275,000	\$ 277,739	\$ 277,086	2.847%	7,906
US Treasury Notes	#912828N48	12/31/20	\$ 250,000	\$ 250,235	\$ 251,812	1.748%	4,375
US Treasury Notes	#912828Q78	04/30/21	\$ 390,000	\$ 388,812	\$ 387,518	1.379%	5,363
US Treasury Notes	#912828Q78	04/30/21	\$ 465,000	\$ 463,583	\$ 462,070	1.379%	6,394
US Treasury Notes	#912828S76	07/31/21	\$ 330,000	\$ 327,538	\$ 326,460	1.134%	3,713
US Treasury Notes	#912828D72*	08/31/21	\$ 11,796	\$ 11,874	\$ 11,843	168.442%	20,000
US Treasury Notes	#912828T67	10/31/21	\$ 500,000	\$ 496,992	\$ 496,488	1.258%	6,250
US Treasury Notes	#912828F96	10/31/21	\$ 450,000	\$ 453,357	\$ 451,135	1.985%	9,000
US Treasury Notes	#912828H86	01/31/22	\$ 100,000	\$ 99,852	\$ 99,025	1.502%	1,500
US Treasury Notes	#912828H86	01/31/22	\$ 400,000	\$ 399,406	\$ 396,933	1.502%	6,000
US Treasury Notes	#9128286M7	04/15/22	\$ 390,000	\$ 395,728	\$ 394,985	2.217%	8,775
US Treasury Notes	#9128282P4	07/31/22	\$ 35,000	\$ 35,247	\$ 34,867	1.861%	656
US Treasury Notes	#912828XQ8	07/31/22	\$ 225,000	\$ 227,320	\$ 226,052	1.980%	4,500
US Treasury Notes	#9128282P4	07/31/22	\$ 400,000	\$ 402,828	\$ 396,577	1.862%	7,500
US Treasury Notes	#912828L57	09/30/22	\$ 300,000	\$ 301,207	\$ 292,225	1.743%	5,250
US Treasury Notes	#9128282W9	09/30/22	\$ 330,000	\$ 332,514	\$ 324,176	1.861%	6,188
US Treasury Notes	#912828N30	12/31/22	\$ 575,000	\$ 583,760	\$ 567,941	2.093%	12,219

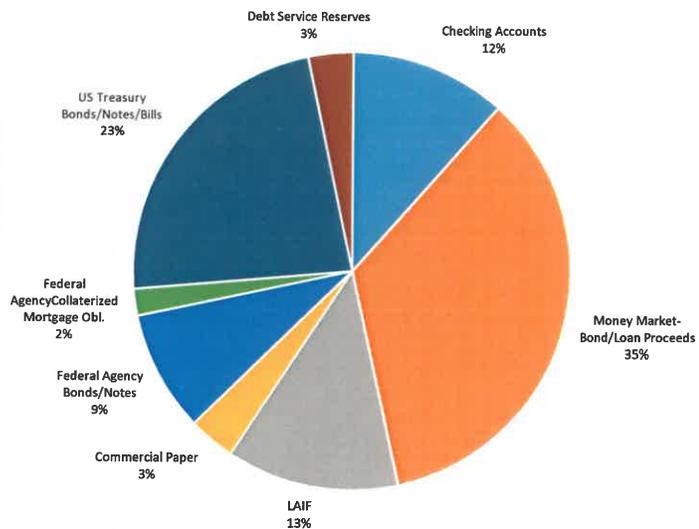
City of Suisun City,
Successor Agency, Housing Authority and Suisun-Solano Water Authority
FINANCIAL OFFICER'S INVESTMENT REPORT

December 31, 2019

Category of Investment	Name of Institution	Maturity Date	Market		Amortized Cost	Curr Yield At Market	Est Annual Income
			Par Amount	Value*			
US Treasury Notes	#912828P38	01/31/23	\$ 255,000	\$ 256,056	\$ 246,004	1.743%	4,463
US Treasury Notes	#912828Q29	03/31/23	\$ 300,000	\$ 298,910	\$ 287,836	1.505%	4,500
US Treasury Notes	#9128284L1	04/30/23	\$ 200,000	\$ 207,242	\$ 207,316	2.654%	5,500
US Treasury Notes	#912828R69	05/31/23	\$ 200,000	\$ 200,008	\$ 195,491	1.625%	3,250
US Treasury Notes	#912828T26	09/30/23	\$ 500,000	\$ 495,020	\$ 490,622	1.389%	6,875
US Treasury Notes	#912828V23	12/31/23	\$ 250,000	\$ 255,693	\$ 249,090	2.200%	5,625
US Treasury Notes	#912828W71	03/31/24	\$ 195,000	\$ 198,626	\$ 197,401	2.086%	4,144
US Treasury Notes	#912828X70	04/30/24	\$ 250,000	\$ 253,428	\$ 246,351	1.973%	5,000
US Treasury Notes	#912828WJ5	05/15/24	\$ 430,000	\$ 444,933	\$ 446,147	2.416%	10,750
US Treasury Notes	#912828XX3	06/30/24	\$ 230,000	\$ 233,189	\$ 232,236	1.973%	4,600
US Treasury Notes	#912828D56	08/15/24	\$ 290,000	\$ 298,881	\$ 302,234	2.305%	6,888
US Treasury Notes	#912828Y5	09/30/24	\$ 205,000	\$ 209,100	\$ 209,148	2.083%	4,356
Total US Treasury Bond/Note			\$ 9,796,796	\$ 9,862,728	\$ 9,774,606	2.001%	\$ 197,309
TOTAL POOLED INVESTMENTS			\$ 41,057,188	\$ 41,191,306	\$ 41,045,893	1.432%	\$ 590,058
Reserved for Bond/Debt Service							
Govt Sec Money Market-RDA/SA	First Amer Treas Oblig Fd	#31846V302	\$ 15,934	\$ 15,934	\$ 15,934	1.080%	172
Govt Sec Money Market-RDA/SA	First Amer Treas Oblig Fd	#31846V302	\$ 226	\$ 226	\$ 226	1.080%	2
Govt Sec Money Market-RDA/SA	First Amer Treas Oblig Fd	#31846V302	\$ 412	\$ 412	\$ 412	1.080%	4
Savings Acct-RDA Marina	West America Bank	Demand Deposit	\$ 398,742	\$ 398,742	\$ 398,742	0.072%	288
Marina Debt Service	Federal Agency/Bond Note	#912828T67*	\$ 988,204	\$ 994,728	\$ 992,199	2.024%	20,082
Total Debt Service Reserve Funds			\$ 1,403,519	\$ 1,410,043	\$ 1,407,514	1.457%	\$ 20,548
Grand Total			\$ 42,460,707	\$ 42,601,349	\$ 42,453,407	1.433%	\$ 610,606

Summary of Pooled Investments

Summary of Pooled Investments	Amortized Cost Amount
Checking Accounts	\$ 4,886,628
Money Market-Bond/Loan Proceeds	\$ 14,878,920
LAIF	\$ 5,388,247
Commercial Paper	\$ 1,472,180
Federal Agency Bonds/Notes	\$ 3,794,358
Federal Agency Collateralized Mortgage Obl.	\$ 850,954
US Treasury Bonds/Notes/Bills	\$ 9,774,606
Debt Service Reserves	\$ 1,407,514
Total	\$ 42,453,407



* Market Valuation for Federal Agency Bonds/Notes and US Treasury Bonds/Notes is from City's Investment Advisor, PFM. Valuation for Debt Service Reserve funds is from the City's Trustee, US Bank.

City Treasurer's Statement:

I hereby certify that I have examined the records and find this report to be correct, that all investments are made in accordance with the investment policy, and the City will be able to meet its obligations for the next six months.

Attest by: Michael J. McMurtry 3.09.2020
Michael J. McMurtry, City Treasurer Date

Prepared by: Robin Daniel 3-9-2020
Robin Daniel, Accountant Date

Reviewed & Submitted by: Elizabeth Luna 3.9.2020
Elizabeth Luna, Accounting Services Mgr. Date

MINUTES

**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 4, 2020

6:30 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by:

Council/Board Member Jane Day from 301 Morgan Street, Suisun City, CA 94585

(Next Ord. No. – 767)

(Next City Council Res. No. 2020 – 12)

Next Suisun City Council Acting as Successor Agency Res. No. SA2020 - 01)

(Next Housing Authority Res. No. HA2020 – 01)

ROLL CALL

Mayor Wilson called the meeting to order at 6:34 PM with the following Council / Board Members present: Adams, Day, Segala, Wilson. Council Member Williams was absent.

Pledge of Allegiance was led by Council Member Segala.

Invocation was given by City Manager Folsom.

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.)

Steve Olry gave personal recognition to Fire Chief Vincent, Administrative Service Director Dingman, and Pqrks, Recreation, Marina Director Lofthus and expressed concern about cleanup and code enforcement.

Gabriella Estrada with Solano Sustainable discussed a project called Listening Circles and environmental pollution.

6:40 PM – Council Member Williams arrived.

George Guynn agreed with Mr. Olry and suggested getting some of the cars off the street especially in Old Town and discussed the Brown Act with regard to speaker cards.

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.)

Mayor Wilson reported attending Travis Air force Base had a civic leaders town hall meeting to discuss the Coronavirus and stated there was no chance of someone in Solano County becoming infected.

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

City Council

1. Annual Mayor Appointments – (Wilson: lwilson@suisun.com).
 - a. Appointment of Suisun City Mayor Pro Tem

Mayor Wilson moved to appoint Council Member Williams to serve as Mayor Pro Tem and motion was seconded by Council Member Segala. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Day, Segala, Williams, Wilson
2. Suisun-Solano Water Authority Automated Meter Infrastructure Overview - (SSWA/Medill: mmedill@suisun.com).

Vriel Romero, Assistant Engineer Solano Irrigation District, gave the report and answered questions.

George Guynn discussed possibility of system being hacked and backup of system.

Shirley Watson expressed concern about her water bill being estimated.

Steve Olry stated the Chronicle gave an unfavorable review on this system.

Nancy Lee Liebscher stated the system seem to be harder rather than helpful.
3. Proclamation (presented) – (Wilson: lwilson@suisun.com)
 - a. Presentation of Proclamation to Niles Medders, President of the Solano County Chapter of League of Women Voters, Recognizing the 100th Anniversary of Founding of the League of Women Voters.

Mayor Wilson read the proclamation and Council Member Williams presented it to Niles Medders.

CONSENT CALENDAR

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

Joint City Council / Housing Authority

4. Fiscal Year 2018-19 Year End Budget Amendments - (Dingman/Luna: jdingman@suisun.com, eluna@suisun.com).
 - a. Council Adoption of Resolution No. 2020-12: Adopting the 6th Amendment to the Annual Appropriation Resolution No. 2018-68 to Appropriate Funding in Various

Programs Citywide to Meet Actual Fiscal Year 2018-19 Obligations Pursuant to Audit Determinations.

- b. Housing Authority Board Adoption of Resolution No. HA 2020-01: Adopting the 2nd Amendment to the Annual Appropriation Resolution No. HA 2018-02 to Appropriate Funding in Various Programs to Meet Actual Fiscal Year 2018-19 Obligations Pursuant to Audit Determinations.

City Council

5. Council Adoption Ordinance No. 766: An Ordinance of the City Council of the City of Suisun City, California, Repealing and Replacing Chapter 3.36 of the Suisun City Municipal Code to Update the Informal Bidding Procedures Under the California Uniform Public Construction Cost Accounting Act (Public Contract Code Section 2000 Et. Seq.) (Introduced and Reading Waived January 14, 2020) - (Medill: mmedill@suisun.com).
6. Council Adoption of Ordinance No. 765: Amending Chapter 13.04 of the City of Suisun City Municipal Code and Adding Section 13.04.475 Regarding Residential Water Shutoff Procedures to be in Conformance with the California Water Shutoff Protection Act (Introduced and Reading Waived January 14, 2020) (Dingman / Luna: jdningman@suisun.com, eluna@suisun.com).
7. Council Adoption of Resolution No. 2020-13: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Fehr and Peers, Inc. for a Traffic Study to Evaluate Feasibility of Eliminating the General Plan Railroad Avenue Realignment at East Harbor Avenue and Authorize Change Orders up to 20% of the Contract – (Medill: mmedill@suisun.com).
8. Council Adoption of Resolution No. 14: Authorizing the City Manager to Enter into an Agreement with Global Diving and Salvage, Inc. to Provide Oil Spill Response Equipment and Familiarization Training Services – (Lofthus: klofthus@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 January 14, 2020 – (Hobson: Clerk@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

10. Council/Agency Approval of the December 2019 Payroll Warrants in the Amount of \$512,645.35. Council/Agency Approval of the December 2019 Accounts Payable Warrants in the Amount of \$2,345,643.27 (Finance).

Council Member Day asked that Item 5 be pulled from Consent Calendar.

Motioned by Council Member Adams and seconded by Council Member Segla to approve Consent Calendar Items 4, and 6-10. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Day, Segala, Williams, Wilson

Item 5

Motioned by Council Member Adams and seconded by Council Member Williams to adopt Ordinance No. 766. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Segala, Day, Williams, Wilson

PUBLIC HEARINGS

City Council

11. PUBLIC HEARING

Waterfront District Business Improvement District (Continued from December 3, 2019 and proposed to be continued to March 17, 2020) – (Kearns: jkearns@suisun.com).

- a. Resolution No. 2020-__ : Approving the Annual Assessment Report for the Waterfront District Business Improvement District.
- b. Resolution No. 2020-__ : Declaring its Intent to Consider Reauthorizing the Suisun City Historic Waterfront Business Improvement District and the Assessment Levy for the District for Fiscal Year 2020, and Setting a Public Hearing to Consider these Matters for _____, 2020.

Mayor Wilson opened the public hearing.

Laura Cole Rowe reported the momentum to dissolve BID had grown because of lack of communication from the board.

George Guynn suggested joining BID should be voluntary.

Steve Olry stated City needs a liaison and commented on lack of Christmas decorations.

Alma Hernandez, president of Solano Chamber of Commerce, stated residents need to support local businesses, and hopes the BID issues can be addressed.

Motion by Council Member Day and seconded by Council Member Williams to continue this item and the public hearing to the March 17 Council Meeting. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Day, Segala, Williams, Wilson

12. PUBLIC HEARING

Council Introduction and Waive Reading of Ordinance 767: Amending Chapter 15.04 of Title 15 of the Suisun City Municipal Code, Which Adopts by Reference the 2019 California Building Code, the 2019 California Residential Code, the 2019 California Electrical Code, the 2019 California Plumbing Code, the 2019 California Mechanical Code, the 2019 California Fire Code, the 2019 California Building Standards Administrative Code, the 2019 California Green Building Standards Code, the California existing Building Code and the 2019 California Reference Standards Code - (Folsom: gfolson@suisun.com).

Mayor Wilson opened the public hearing.

Josh Russo was in favor of these restrictions.

Hearing no further comments, Mayor Wilson closed the public hearing.

Motioned by Council Member Day and seconded by Council Member Williams to introduce and waive the reading the reading of Ordinance No. 767. Motion carried by the following roll call vote:

AYES: Council Members Adams, Day, Williams, Wilson

NOES: Council Member Segala

13. PUBLIC HEARING

Council Introduction and Waive Reading of Ordinance 768: Repealing and Replacing Section 18.36.070 of Title 18 of the Suisun City Code and Amending the Waterfront District Specific Plan, Relating to Regulations for Front, Rear, and Side Yard Areas of Residential Properties – (Kearns: jkearns@suisun.com).

Mayor Wilson opened the public hearing.

Anthony Moscarelli discussed grandfathering in and the watershed.

George Guynn discussed grandfathering in and being consistent.

Sharel Thisius discussed parking on an improved service in side and back yards.

Unknown speaker expressed concern about parking restrictions on his property.

Tim Thisius suggested the Council not vote on this item tonight.

Tim Hobson was concerned if this covered the whole City or just downtown.

Elmer Trujillo stated there was confusion about where boats and vehicles could be parked.

Kendra Ryan expressed concern about water conservation and weeds.

Hearing no further comments, Mayor Wilson closed the public hearing.

City Attorney Taylor explained the term grandfathering.

Mayor Wilson paused Item 13 in order to hear a presentation by a consultant on Item 14.

Motioned by Council Member Segala and seconded by Council Member Adams to continue this item to a date uncertain. Motion carried by the following roll call vote:

AYES: Council Members Adams, Day, Segala, Williams, Wilson

GENERAL BUSINESS**City Council**

14. Council Adoption of Resolution No. 2020-__ : Accept the Needs Assessment Report and Direct Staff to Work to Find Solutions and Make Changes in the Fire Department to Work Towards Meeting the Assessments Recommendations for a Safe, Effective, and Efficient Fire Department – (Vincent: jvincent@suisun.com).

9:40 PM – Mayor Wilson left the Council Chambers.

9:46 PM – Mayor Wilson returned.

9:47 PM – Council Member Segala left the Council Chambers.

9:50 PM – Council Member Segala returned.

Greg Renucci expressed concerned about staffing, equipment, training, and recommend another station.

George Guynn discussed funding, training, and staffing.

Carmen Maio urged council to move forward on the inspection mandates and to approve a fee schedule to recoup the fees that allowed.

Dave Bellerive agreed with the above speakers and recommended the City have reserve volunteers.

Alma Hernandez asked if there were programs for reimbursement.

Josh Denner suggested the council consideration the recommendations of the consultant.

Motioned by Council Member Williams and seconded by Council Member Adams to accept the needs assessment report, then have the Public Safety Adhoc Committee review and prioritize the needs, and then bring it back to Council for discussion. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Segala, Day, Williams, Wilson

15. Council Adoption of Resolution No. 2019-__ : Approving the Emergency Operations Plan Update for the City of Suisun City and Letter of Promulgation – (Vincent: jvincent@suisun.com).

Motioned by Council Member Segala and seconded by Council Member Williams to table this item to a date uncertain. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Segala, Day, Williams, Wilson

REPORTS: (Informational items only.)

16. a. Council/Boardmembers - None

- b. Mayor/Chair

Mayor Wilson stated we had a great State of the City and will put together a report for the next council meeting.

17. City Manager/Executive Director/Staff

PUBLIC COMMENT - None

(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)

ADJOURNMENT

There being no further business, Mayor Wilson adjourned the meeting at 11:02 PM.

Linda Hobson, CMC
City Clerk

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, FEBRUARY 18, 2020

5:45 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following City Council/Successor Agency meeting includes teleconference participation by Council Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

ROLL CALL

Mayor Wilson called the meeting to order at 5:46 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

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.)

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.)

CLOSED SESSION

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

5:48 PM – Mayor Wilson recessed the meeting to Closed Session. There will be a 5-minute break due to technical difficulties

CONVENE OPEN SESSION

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

6:13 PM – Mayor Wilson reconvened the meeting and stated no action was taken in Closed Session.

ADJOURNMENT

There being no further business, Mayor Wilson adjourned the meeting at 6:13 PM.

Linda Hobson, CMC
City Clerk

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 11:00 P.M. Ordinarily, no new items will be taken up after the 11:00 P.M. cutoff and any items remaining will be agendaized 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 the Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA, and the Suisun City Senior Center, 318 Merganser Drive, 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 18, 2020 was posted and available for review, in compliance with the Brown Act.

MINUTES

**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 18, 2020

6:30 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by:

Council/Board Member Jane Day from 301 Morgan Street, Suisun City, CA 94585.

(Next Ord. No. – 768)

(Next City Council Res. No. 2020 – 16)

Next Suisun City Council Acting as Successor Agency Res. No. SA2020 - 01)

(Next Housing Authority Res. No. HA2020 – 02)

ROLL CALL

Mayor Wilson called the meeting to order at 6:35 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

Pledge of Allegiance was led by Council Member

Invocation was given by City Manager Folsom.

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.)

Terry Riddle, Foreman of the Grand Jury, stated the Solano Board of Supervisors recognized February as Civil Grand Jury Month and he was there to inform and recruit Suisun City residents to volunteer to serve.

Michael Smith, retired Fire Chief of Fairfield and juror of the Grand Jury, stated serving on the Grand Jury was very fulfilling and recommended citizens volunteer to serve.

Steve Olry discussed lack of code enforcement, asked that cars be sited when parked too close to intersections and requested a meeting with the mayor and city manager.

George Guynn stated cars were parked near the intersection in his subdivision and expressed concern about a police officer who had been fired.

T. O. Beaudry, downtown Suisun resident, expressed concern about homelessness.

James Berg discussed homeless resident in boat ramp parking lot, cars doing donuts in lot, and people smoking pot and weed in promenade.

Dan Newcomer discussed homelessness in Old Town and reported one camped out on his porch.

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.) - None

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

City Council

1. Committee Appointments - (Wilson: lwilson@suisun.com).

- a. Solano County Library Advisory Council

Mayor Wilson moved to appoint Deborah Campson to the Solano County Library Advisory Council. Motion was seconded by Council Member Day and motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Day, Segala, Williams, Wilson

CONSENT CALENDAR

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

City Council

2. Council Adoption of Resolution 2020-16: Approving the Purchase of a 2019 Bayliner Element F21 Watercraft from Pacific Marine Service - (Lofthus: klofthus@suisun.com).
3. Council Adoption of Ordinance 767: Amending Chapter 15.04 of Title 15 of the Suisun City Municipal Code, Which Adopts by Reference the 2019 California Building Code, the 2019 California Residential Code, the 2019 California Electrical Code, the 2019 California Plumbing Code, the 2019 California Mechanical Code, the 2019 California Fire Code, the 2019 California Building Standards Administrative Code, the 2019 California Green Building Standards Code, the California existing Building Code and the 2019 California Reference Standards Code (Introduced and Reading Waived on February 4, 2020). - (Folsom/Higgs/Maio: gfolson@suisun.com / hhiggs@suisun.com / cmaio@suisun.com).
4. Council Adoption of Resolution 2020-17: Approving the Purchase of a 2014 AT 37G Aerial Lift Truck - (Medill: mmedill@suisun.com).
5. Council Adoption of Resolution No. 2020-18: Approving the Purchase of a 2020 U.S. Jetting 4018 Jetter Trailer – (Medill: mmedill@suisun.com).
6. Council Adoption of Resolution No. 2020-19: Accepting the Sunset Avenue and Railroad Avenue Turn Signal and Countdown Pedestrian Crosswalk Timers Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project - (Medill: mmedill@suisun.com).
7. Council Adoption of Resolution No. 2020-20: Amending the Council Norms and Procedures Manual – (Folsom: gfolson@suisun.com).

8. Council Adoption of Resolution No. 2020-21: Adopting the 4th Amendment to the Annual Appropriation Resolution No. 2019-65 to Appropriate Mid-Year Budget Adjustments for Additional Costs in Various Accounts Organization Wide – (Dingman: jdingman@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

9. Council/Agency Approval of the January 2020 Payroll Warrants in the Amount of \$702,708.24. Council/Agency Approval of the January 2020 Accounts Payable Warrants in the Amount of \$1,697,408.65 – (Finance).

T. O. Beaudry discussed City's financial situation and the purchase of items not needed, such as, (Item 2) water craft and (4) aerial lift truck.

Billy Gaither expressed concern about traffic lights and signs at the intersection on Railroad and Sunset.

Council Member Williams asked that Item 7 be pulled from Consent Calendar.

Motioned by Council Member Segala and seconded by Council Member Adams to approve Consent Calendar Items 2, 3, 4, 5, 6, 8, and 9. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Day, Segala, Williams, Wilson

Item 7

Motioned by Council Member Adams and seconded by Council Member Williams to adopt Resolution No. 2020-20 with amendment to Section 5.7 (b) and (c) to read: Council will be notified by the City Manager prior to any actions taken. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Segala, Day, Williams, Wilson

Mayor Wilson moved Item 12 and 13 to be voted on before Items 10 and 11.

PUBLIC HEARINGS

City Council

10. PUBLIC HEARING

Council Introduction and Waive Reading of Ordinance 768: Repealing and Replacing Section 18.36.070 of Title 18 of the Suisun City Code and Amending the Waterfront District Specific Plan, Relating to Regulations for Front, Rear, and Side Yard Areas of Residential Properties – (Kearns: jkearns@suisun.com).

7:56 PM – Mayor Wilson left the Council Chambers.

7:59 PM – Mayor Wilson returned.

There was a council consensus of the following changes:

Section A.3: Definition of weeds – a plant that is not valued where it is growing and usually vigorous growth, especially; one that tends to overgrow or choke out more desirable plants.

Section C.1.iv – add: Property owner must maintain trees at a minimum of 7' over walkways, 10' over the roadway and hedges trimmed to the back edge of walkway.

Section C.1.viii – One tree shall be required for each residential property, on all new developments per the landscape plan constructed after the effective date of this section.

Section C.3.iv(4) – The wrecking, disassembling, manufacturing, fabrication, building, remodeling, assembling, major repairing...Exception to C.3.iv(4) to include minor repairs, washing, cleaning, or servicing by an owner, lessee, or occupant of the lot, for a period not to exceed 48 hours.

Section C.3.iv(3) – The Parking, storing or keeping in any such area, for a period of time in excess of seventy-two consecutive hours, of any motor vehicle or recreational vehicle that is inoperable because of the need of repair.

Directed staff to work on language for grandfathering in legal and nonconforming hardscaped areas.

Mayor Wilson reopened the public hearing.

Tim Hobson stated the discussion of this item had been very confusing to understand, did not agree with the time frame of repairs, and asked if this ordinance was going to come back again with changes regarding recreational vehicles.

George Guynn did not feel ordinance would be enforced and stated the City had an obligation of keeping up street repairs and grandfathering would open up a can of worms.

Jim Wise stated the item was confusing with the council going back and forth and the process was going on and on, agreed with tree trimming, and City needs to hold up their end of keeping the trees hanging over the road, and asked if drought conditions had been considered.

Pete Lentz, old town resident, stated the council should not decide what a major or minor repair, expressed concern about old cars parked everywhere and not moving and asked why the City hasn't taken care of that before making new laws to enforce.

Raymond Madison expressed concern about prohibiting car repairs on his property when the streets are ill repaired and cause damage to his car.

Steve Olry agreed with previous speakers and felt the process was convoluted and suggested the council start over plus the City doesn't enforce a lot of things, suggested cars should be repaired in garage.

Gary Walker suggested the ordinance should be specific with what kind of trees can be planted based on what it would do to the City and discussed the water table with respect to trees.

Hearing no further comments, Mayor Wilson closed the public hearing.

City Manager stated that due to the magnitude of the changes the ordinance should be brought back for a first reading.

Mayor Wilson directed staff to make the changes and post by February 28 and stated a public hearing and reading of the ordinance would be scheduled for the March 17 meeting.

11. PUBLIC HEARING

Council Introduction and Waive Reading of Ordinance No. 769: 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 – (Folsom / Kearns:

gfolson@suisun.com, jkearns@suisun.com).

City Clerk Hobson read emails from Pauletta Silva and Marsha Poughet opposing a cannabis store on Main Street.

Mayor Wilson opened the public hearing.

Dan Newcomer, resident of Old Town, opposed a cannabis store in Old Town. And the increase of speeding traffic.

Wayne Day, representative of Responsible Development in Suisun City, said this was like the State decriminalizing theft resulting in more theft, stated there were better ways to increase revenue, there are better places to put these marijuana establishments, and opposed the idea of having it in Old Town.

Steve Olry wondered why picture of local cannabis establishments weren't shown rather than pictures of Los Angeles establishments and opposed the placement of a dispensary in downtown, suggested putting it out by WalMart.

Jonathan Quinley stated a dispensary in downtown would not be kid friendly and discussed the condition of being buzzed.

Samantha Dennis stated cannabis had saved her life, was in favor of three dispensaries in Suisun City and felt it was stimulate revenue and growth for the City.

Bryant Sharp suggested eliminating the lounge and only establish a dispensary in Old Town and stated children should be educated about being responsible and when they turn 21 they can make the responsible decision.

Gayland Laughton stated he sells carbon filters which are often used to remove the odors from cannabis, the pictures of the LA dispensaries are very typical of the cannabis boutiques in the bay area, the security is very strict, and a dispensary in Old town would probably generate a lot of business for the other businesses.

Samantha Davis stated the testing of cannabis in California is very strict and it is safer than most of the foods people consume.

Wayne Day stated there had been a major bust in the San Joaquin area recently because a whole lot of the product was going out the back door.

Hearing no further comments, Mayor Wilson closed the public hearing.

City Attorney ___ suggested the following changes:

Section 18.49.020.L Definition Consumption cafe/lounge – for the onsite retail sale and consumption of cannabis or cannabis products.

Moving the rest to Section 18.49.160.A and adding 14 to read as follows:

A consumption café/lounge shall have a licensed premises that is a physical location from which commercial cannabis activities are conducted. The consumption café/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 product. The space occupied by the consumption café/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.

Section 18.49.070.A(4) Term Limits; Renewal. The maximum term for any development agreement entered into pursuant to this section shall be until revoked pursuant to Section 65865.1 of Government Code...

Section 18.49.070.B(1) Only Qualified applicants, as defined in Section 18.49.100 Subdivision D, may apply to enter into a development agreement pursuant to this section.

Removing the rest of that section.

Motioned by Mayor Wilson to introduce and waive the reading the reading of Ordinance No. 769 with changes recommended by the City Attorney and with an addition to include a grace period of one year for the effectiveness related to the DMU and MSMU zones. Motion was seconded by Council Member Williams. Motion carried by the following roll call vote:

AYES: Council Members Adams, Williams, Wilson

NOES: Council Members Day, Segala

GENERAL BUSINESS

City Council

Items 12 and 13 were moved up before Items 10 and 11.

12. Hearing

Council Adoption of Resolution No. 2020-22: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California – (Dingman: jdingman@suisun.com).

Mayor Wilson opened the hearing and hearing no comments, closed the hearing.

Motioned by Council Member Segala and seconded by Council Member Williams to adopt Resolution No. 2020-22 with the exclusion of APN 17321411. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Segala, Day, Williams, Wilson

13. Council Adoption of Resolution No. 2020-23: Approving the Emergency Operations Plan Update for the City of Suisun City and Letter of Promulgation – (Vincent: jvincent@suisun.com).

Motioned by Council Member Adams and seconded by Council Member Williams to adopt Resolution No. 2020-23. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Segala, Day, Williams, Wilson

REPORTS: (Informational items only.)

14. a. Council/Boardmembers

Council Member Day reported more homeless people are sleeping on residential property.

Council Member Adams reported CAP Solano would be having an open house tomorrow and complimented public works for quick response to the potholes on Railroad Avenue.

Council Member Segala reported under the Boise-Martin ruling homeless people could not be removed off of where they have set up their camp unless we have a location for them to go because homelessness is not a crime and expressed concern about their theft and destruction of property.

Council Member Williams reported the first Suisun City Children's Art Fair, being sponsored by Council Member Williams, on March 16-28, there will be a reception on March 21 from 3-5, all the art will be from our elementary schools, grades 4-5, and their art work would be for sale. She also reported attending the League of California Cities where she was appointed to serve on the Community Service Policy Committee and participated on the Webinar on strategies for addressing homelessness enforcement issues.

b. Mayor/Chair - None

15. City Manager/Executive Director/Staff - None

PUBLIC COMMENT

(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)

George Guynn stated the Council had failed to announce the extension of the meeting. Mayor Wilson stated there were no addition business added.

ADJOURNMENT

There being no further business, Mayor Wilson adjourned the meeting at 11:18 PM.

Linda Hobson, CMC
City Clerk

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MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

WEDNESDAY, MARCH 4, 2020

6:00 P.M.

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

NOTICE

*Pursuant to Government Code Section 54953, Subdivision (b), the following Council meeting includes teleconference participation by:
Council Member Jane Day from 301 Morgan Street, Suisun City, CA 94585; and*

(Next Ord. No. – 769)

(Next City Council Res. No. 2020 – 24)

Next Suisun City Council Acting as Successor Agency Res. No. SA2020 - 01)

(Next Housing Authority Res. No. HA2020 – 02)

ROLL CALL

Mayor Wilson called the meeting to order at 6:10 PM with the following Council / Board Members present: Adams, Segala, Williams, Wilson. Absent: Council Member Day.

Pledge of Allegiance was led by Council Member Adams.

Invocation was given by City Manager Folsom.

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.)

George Guynn discussed Fairfield’s action to suspend automatic responses to fires in Suisun.

Council Member Day joined the meeting at 6:14 p.m.

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.)

CONSENT CALENDAR

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

1. Council Adoption of Resolution 2020-24: Create Finance Director Job Classification and Salary Range - (Folsom: gfolson@suisun.com).

George Guynn discussed recruitment and salary of Finance Director.

Motioned by Council Member Williams and seconded by Council Member Adams to approve Consent Calendar. Motion carried unanimously by the following roll call vote:

AYES: Council Members: Adams, Day, Segala, Williams, Wilson

PUBLIC COMMENT

(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)

CLOSED SESSION

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

2. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Discussion of potential exposure to litigation pursuant to Government Code Section 54956.9(d)(2) and (3) – (3 potential cases).
3. CONFERENCE WITH LABOR NEGOTIATOR
Agency negotiator: City Manager
Employee organization: SCMPEA (Suisun City Management and Professional Employees' Association)

6:18 PM – Mayor Wilson recessed the meeting to Closed Session.

CONVENE OPEN SESSION

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

7:51 PM – Mayor Wilson reconvened the meeting and stated no action was taken in Closed Session.

ADJOURNMENT

There being no further business, Mayor Wilson adjourned the meeting at 7:51 PM.

Linda Hobson, CMC
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: Council Introduction and Waive Reading of Ordinance No. ___: Repealing and Replacing Section 18.36.070 of Title 18 of the Suisun City Code and Amending the Waterfront District Specific Plan, Relating to Regulations for Front, Rear, and Side Yard Areas of Residential Properties.

FISCAL IMPACT: There is no anticipated fiscal impact associated with this item.

STRATEGIC PLAN IMPACT: Provide Good Governance and Enhance Environment

BACKGROUND: The City Council held a public hearing on February 18, 2020, took public comment and made some changes to the ordinance by consensus. At the conclusion of the meeting, the City Attorney determined that the amendments were substantial enough to warrant another new public hearing at a future City Council meeting. Further, the City Council directed staff to redline the ordinance with the amendments from the February 18 meeting and to post them on www.suisun.com which was completed on February 28.

STAFF REPORT: As noted in the Background section of this report, a public hearing was held on February 18 and changes were proposed to the ordinance. Below is a listing of those changes (also shown in redline strikethrough in Attachment 2 of this report):

Section 18.36.070.A

- Refines the definition for “weeds.”
- Adds a definition for “legal non-conforming use.”
- Adds a definition for “inoperative,” in the context of vehicles.
- Adds definition for “grandfathering.”

Section 18.36.070.C

- Subsection 1.iii adds specific separations of landscaping from walkways and roadways.
- Subsection 1.vi clarifies that ADA ramps are not to be used as driveways.
- Subsection 1.vii clarifies that plantings must be consistent with an approved landscape plan.
- Subsection 2.iii adds specific separations of landscaping from walkways and roadways.
- Subsection 2.v clarifies that ADA ramps are not to be used as driveways.
- Subsection 3.iv(2) clarifies that inoperative vehicles parked in a driveway in excess of seventy-two hours is prohibited.
- Subsection 3.iv(4) clarifies language of certain activities and provides an exception for minor repairs.

PREPARED BY:

John Kearns, Senior Planner

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

Section 18.36.070.D

- Adds a “grandfathering clause” applicable to this ordinance.

If introduced, an item would be placed on the next City Council agenda requesting ordinance adoption. The ordinance is then effective 30 days following ordinance adoption.

RECOMMENDATION: It is recommended that the City Council:

1. Open the Public Hearing;
2. Take any public comments;
3. Close Public Hearing; and
4. Introduce and Waive Reading of Ordinance No. ____: Repealing and Replacing Section 18.36.070 of Title 18 of the Suisun City Code and Amending the Waterfront District Specific Plan, Relating to Regulations for Front, Rear, and Side Yard Areas of Residential Properties.

ATTACHMENTS:

1. Ordinance No. ____: An Ordinance of the City Council of the City of Suisun City, California, Repealing and Replacing Section 18.36.070 of Title 18 of the Suisun City Code and Amending the Waterfront District Specific Plan, Relating to Regulations for Front, Rear, and Side Yard Areas of Residential Properties (clean version).
2. Ordinance No. ____: An Ordinance of the City Council of the City of Suisun City, California, Repealing and Replacing Section 18.36.070 of Title 18 of the Suisun City Code and Amending the Waterfront District Specific Plan, Relating to Regulations for Front, Rear, and Side Yard Areas of Residential Properties (redlined version).
3. PowerPoint Presentation.
4. February 18, 2020 – City Council Staff Report

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, REPEALING AND REPLACING SECTION 18.36.070 OF TITLE 18 OF THE SUISUN CITY CODE AND AMENDING THE WATERFRONT DISTRICT SPECIFIC PLAN, RELATING TO REGULATIONS FOR FRONT, REAR, AND SIDE YARD AREAS OF RESIDENTIAL PROPERTIES

WHEREAS, This Ordinance is intended to preserve the residential character of streetscapes in the city's neighborhoods and minimize excess storm water runoff from residential properties; and

WHEREAS, the unregulated expansion of paved parking areas in front, rear, and side yards interferes with the pattern of building and open areas within neighborhoods, and can increase vehicle clutter by creating small parking lots in yard areas which are intended to remain as open and/or landscaped areas; and

WHEREAS, excessive paving of front, rear, and side yard areas have a negative impact upon the character and appearance of the City's neighborhoods; and

WHEREAS, the paving of front, rear, and side yard areas to add additional parking will potentially have impacts upon the walkability of the City's neighborhoods, because of the likely proliferation of curb cuts which reduce the number of available on-street parking spaces in the City's neighborhoods; and

WHEREAS, paving of front, rear, and side yards would potentially result in hazardous conditions on a residential property in that it could negatively impact the City's storm water management system such that a much higher amount of water runoff from such properties would negatively affect the City's storm water management system; and

WHEREAS, paving of front, rear, and side yards could result in potentially high amounts of runoff from such a property where such runoff could cause harm to adjoining properties; and

WHEREAS, paving of front, rear, and side yards would create visual blight by eliminating green space in the City's neighborhoods; and

WHEREAS, paving of front, rear, and side yards would create substantial aesthetic conflicts that may result in decreased property values for adjoining properties; and

WHEREAS, paving of front, rear, and side yards would result in potentially changing the use of residential properties, and it would result in less green space within the City; and

WHEREAS, the Planning Commission of the City of Suisun City did hold a duly noticed public hearing on December 18, 2018 and, following discussion, consideration and public comment, decided to form an Ad Hoc Committee and have a new Public Hearing noticed for a future date; and

WHEREAS, the Planning Commission of the City of Suisun City did hold a duly noticed public hearing on January 29, 2019 and, following discussion, consideration and public comment, voted in favor of recommending that the City Council adopt this Ordinance; and

1 **WHEREAS**, the City Council of the City of Suisun City did hold a duly noticed
public hearing on March 19, 2019 and subsequently continued to April 2, 2019; and

2 **WHEREAS**, an Ad Hoc Committee of both the Planning Commission and City
3 Council was held on April 24, 2019 and at the conclusion recommendations were made to the
City Council; and

4 **WHEREAS**, the City Council held a Public Hearing on May 14 and at the conclusion
5 directed the item back to the Planning Commission to work through the draft ordinance; and

6 **WHEREAS**, the City Council held a Public Hearing on May 14 to adopt an Urgency
Interim Ordinance on front yard paving which was subsequently extended by the City Council
7 at a Public Hearing on June 18; and

8 **WHEREAS**, the Planning Commission of the City of Suisun City did hold two public
workshops on June 11 and July 9, 2019; and

9 **WHEREAS**, the Planning Commission of the City of Suisun City did hold a duly
10 noticed public hearing on September 24, 2019 and, following discussion, consideration and
public comment, voted in favor of recommending that the City Council adopt this Ordinance;
11 and

12 **WHEREAS**, the Suisun City Council did hold a duly noticed public hearing on
February 4, February 18 and March 17, 2020, and took comments from all interested parties
13 on the subject; and

14 **WHEREAS**, all legal pre-requisites to adopt this Ordinance have occurred; and

15 **WHEREAS**, as provided in this Ordinance, the City Council now desires to repeal
and replace Section 18.36.070 of Title 18 of the Suisun City Municipal Code and the
16 Waterfront District Specific Plan as provided in this Ordinance.

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

19 **SECTION 1. RECITALS.**

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

20 **SECTION 2. SECTION 18.36.070, “PROHIBITED ACTIVITIES IN FRONT**
21 **AND STREET SIDE YARDS,” OF CHAPTER 18.36 OF TITLE 18 OF THE SUISUN**
22 **CITY CODE IS HEREBY REPEALED AND REPLACED AS FOLLOWS:**

23 “Section 18.36.070 - Prohibited activities in front, rear, and side yards of residential
properties.

24 **A. Definitions.** For the purposes of this Section, words shall have the same definitions
as provided in Chapter 18.04 of Title 18 of the Suisun City Municipal Code, except as
25 follows:

- 26 1. “Landscaped area” means a water-permeable area maintained to
27 present an attractive, well-kept appearance. A “landscaped area” may
28 consist of any combination of living plants (shrubbery, grass, trees,
etc.) with or without a layer at least two inches deep of materials such
as decorative bark or decorative stones with a permeable subterranean

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weed barrier. However, a “landscaped area,” does not include dead plants, bare soil without plants, or bare soil with cut weeds. Further, “landscaped area” does not include asphalt or hardscape materials (such as pavers, bricks, and other hard surfaces), regardless of permeability.

2. “Hardscaped area” means an area covered with semi-permeable or impermeable materials such as brick, pavers, or concrete. “Hardscaped area” does not include asphalt paving (asphalt, decomposed granite, and gravel are not permitted).
3. “Weeds” means a valueless plant growing wild.
4. “Recreational vehicles” mean recreational vehicles (RVs), including but not limited to motor homes, truck campers, travel trailers, fifth-wheel and pull-behind trailers, all-terrain vehicles, snowmobiles, jet skis, boats, and boat trailers.
5. “Chain link fencing” means a fence, usually made of metal, which consists of wire loops interconnected into a series of joined links.
6. “Driveway” means a paved portion of a private street providing an unobstructed passage from the roadway to an off-street area used for driving, servicing, parking, or otherwise accommodating motor vehicles.
7. “Legal nonconforming use” means a use, structure, or condition that was legal and appropriately permitted at the time that it came into existence but no longer meets existing code.
8. “Inoperative,” in the context of vehicles, shall include all vehicles, including but not limited to recreational vehicles and boats, that are either (a) abandoned, wrecked, dismantled, or not in working order, or (b) lacking a current and valid Department of Motor Vehicles registration. A vehicle that is not in working order means that it cannot be started and/or cannot move on its own power. A vehicle that has a current and valid Planned Non Operation registration shall not be considered inoperative for the purposes of this ordinance.
9. “Grandfathering” means to allow a legal nonconforming use to continue.

B. Purpose and Applicability.

1. The requirements specified in this Section are intended to preserve the residential character of streetscapes in the city's neighborhoods and to minimize excess storm water runoff as follows:
 - i. The unregulated expansion of paved parking areas in front, rear, and side yards interfere with the pattern of building and open areas within neighborhoods and can increase vehicle clutter by creating small parking lots in yard areas which are intended to remain as open areas and green spaces. Excessive paving of yard areas can negatively impact the character and appearance

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of residential areas. Paving yard areas to add additional parking can result in the proliferation of curb cuts that can have the effect of reducing the number of on-street parking spaces available this also impacts the walkability of a neighborhood.

- ii. The paving of front, rear, and side yards would potentially result in hazardous conditions on a residential property in that it could negatively impact the City's storm water management system such that a much higher amount of water runoff from such properties would negatively affect the City's storm water management system.
- iii. The paving of front, rear, and side yards would result in potentially high amounts of runoff from such a property where such runoff could cause harm to adjoining properties.
- iv. The paving of front, rear, and side yards would create visual blight by eliminating green space in the City's neighborhoods.
- v. The paving of front, rear, and side yards would provide substantial aesthetic conflicts that may possibly result in decreased property values for adjoining properties,
- vi. The paving would result in potentially changing the use of residential properties, and it would result in less green space within the City.

2. The requirements in this Section shall apply to all residential properties and lots.

C. Regulations and Standards

1. Front Yard.

- i. Walkways and other Hardscaped Areas. The amount of paved walkways and hardscaped area, including but not limited to driveways, shall not exceed sixty percent of the front yard area.
- ii. Landscaping. For all residential properties, the front yard area other than paved walkways and hardscape shall consist of a landscaped area.
- iii. Property owners must maintain trees at a minimum of 7 feet over the walkways, 10 feet over the roadway, and hedges trimmed to the back edge of the walkway.
- iv. Landscaped areas must be consistent with Chapters 8.12 and 8.13, as applicable, of the Suisun City Code.
- v. Chain link fencing shall not be constructed and located such that such fencing is visible from public roads or alleyways. All chain link fencing constructed before the effective date of this Section are considered legal non-conforming. Chain link fencing that is damaged shall be replaced with conforming fencing pursuant to Title 18 of the Suisun City Code.

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- vi. No front yard driveway will be permitted without the approval and issuance of an encroachment permit from the Public Works Director of Suisun City (if applicable) and design review and approval from the Planning Division. In no case shall an ADA ramp be used as a driveway.
 - vii. One tree shall be required for each residential property, on all new developments constructed after the effective date of this section. Plantings must be consistent with the approved landscape plan.
 - viii. An accessory building shall only be located on the rear fifty percent of a residential lot and must be consistent with Table 18.31.01 Development Standards in Residential Zones, as applicable, of the Suisun City Code.
2. Rear / Side Yard.
- i. Walkways and other Hardscaped Areas. For all residential properties and lots, the amount of paved walkways and hardscape in rear and side yard areas of a property that are visible from public spaces shall not exceed sixty percent of the combined visible rear and side yard area. "Public spaces" includes, but is not limited to, streets, alleyways, public utility and access easements, and parks.
 - ii. Landscaping. All parts of rear and side yards that are not paved walkways or hardscape and that are visible from public spaces shall consist of landscaped area.
 - iii. Property owners must maintain trees at a minimum of 7' over the walkways, 10 feet over the roadway, and hedges trimmed to the back edge of the walkway.
 - iv. Landscaped areas must be consistent with Chapters 8.12 and 8.13, as applicable, of the Suisun City Code.
 - v. No side yard or rear yard driveway will be permitted without the approval and issuance of an encroachment permit from the Public Works Director of Suisun City (if applicable) and design review approval from the Planning Division. In no case shall an ADA ramp be used as a driveway.
3. Vehicle Storage.
- i. Driveway location and width shall be in accordance with the latest edition of the City of Suisun City Engineering Standards specifications.
 - ii. All vehicles, including recreational vehicles, shall be parked, stored or kept on a driveway being consistent with Chapter 8.12, as applicable, of the Suisun City Code.

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- iii. If a recreational vehicle is parked or stored on a residential property recreational vehicles must be parked on an approved driveway, and meet the following requirements if parked on a front or side yard visible to the public:
 - (1) Recreational vehicles shall not impede the public right of way;
 - (2) If recreational vehicle is covered it must be with a snug fitting material free of damage and the covering must be secured so as to not come off in a storm;
 - (3) In no case shall power cords or other connection(s) to the property cross a sidewalk or public right of way to prevent any tripping hazards, as to comply with the Americans with Disabilities Act.

- iv. The following activities are prohibited on any driveway governed by this Section:
 - (1) The parking, storing, or keeping for a period of time greater than seventy-two consecutive hours of any household appliance, equipment, furniture, construction equipment, machinery, airplane or aircraft, and materials other than that temporarily used or stored during the improvement of the lot and any associated structures or facilities;
 - (2) The parking, storing or keeping in any such area, for a period of time in excess of seventy-two consecutive hours, of any inoperative motor vehicles. Parking, storing, or keeping of operative vehicles with a valid and current Planned Non-Operation registration is permitted.
 - (3) The parking, storing or keeping of a motor vehicle not registered with the Department of Motor Vehicles in any such area of the driveway, or is visible to the public;
 - (4) The wrecking, dismantling, disassembling, manufacturing, fabricating, building, remodeling, assembling, repairing, or painting, in any such area of any motor vehicle, boat, trailer, recreational vehicle, airplane or aircraft, machinery, equipment, appliance or appliances, furniture or other personal property. Exception to C.3.iv(4) to include minor repairs, washing, cleaning or servicing by an owner, lessee, or occupant of the lot, for a period not to exceed 48 hours.”

D. Grandfathering of existing uses. All legal nonconforming paving of front, side, or rear yards is grandfathered and shall not need to be brought up to code until the property owner conducts remodeling, alterations, or renovations of the property, at which time all yards must

1 conform to the ordinance current at the time of the remodeling, alteration, or renovation.
2 Grandfathering shall not apply to any use, structure, or condition that was illegal at the time of
3 installation.

4 **SECTION 3. THE WATERFRONT DISTRICT SPECIFIC PLAN IS HEREBY**
5 **AMENDED AS FOLLOWS:**

6 **Section 6.2.3.C. Landscaping**

7 6. All residential yards shall be subject to the standards set forth in Section 18.36.070 of the
8 Suisun City Code, at a minimum. Additional standards may be adopted by the Suisun City
9 Council for specific unique neighborhoods that require special care and regulation.

10 **Section 6.2.3.D Maintenance of Structures and Premises**

11 All property owners in a residential district shall have an obligation to maintain structures and
12 premises in good repair. Structures and premises in good repair shall present no material
13 deviation in apparent condition from neighboring structures in compliance with the provisions
14 of this Plan. Good repair includes and is defined as the level of maintenance that ensures the
15 continued availability of the structure and premises for a lawfully permitted use and prevents
16 deterioration, dilapidation, and decay of the exterior portions of the structure and premises,
17 such as lack of paint, peeling, chipping, crumbling, breakage, accumulation of dirt and/or
18 similar evidence. This is not intended to preclude normal construction activities in
19 conjunction with a valid building permit, provided that the completion of such activities is
20 diligently pursued in accordance with the standards of the Building Code.

21 **SECTION 4. SEVERABILITY.** If any section, subsection, sentence, clause, phrase,
22 or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the
23 decision of any court of competent jurisdiction, such decision shall not affect the validity of
24 the remaining portions of this ordinance. The City Council hereby declares that it would have
25 adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion
26 thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses,
27 phrases, or portions thereof may be declared invalid or unconstitutional.

28 **SECTION 4. EFFECTIVE DATE.** This ordinance shall be in full force and effect
thirty (30) days after its passage.

SECTION 5. 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.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council
of the City of Suisun City, California, on this 7th day of April 2020.

Lori Wilson, Mayor

ATTEST:

Linda Hobson, City Clerk

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APPROVED AS TO FORM AND LEGAL CONTENT:

Aleshire & Wynder, LLP

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, REPEALING AND REPLACING SECTION 18.36.070 OF TITLE 18 OF THE SUISUN CITY CODE AND AMENDING THE WATERFRONT DISTRICT SPECIFIC PLAN, RELATING TO REGULATIONS FOR FRONT, REAR, AND SIDE YARD AREAS OF RESIDENTIAL PROPERTIES

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WHEREAS, This Ordinance is intended to preserve the residential character of streetscapes in the city's neighborhoods and minimize excess storm water runoff from residential properties; and

WHEREAS, the unregulated expansion of paved parking areas in front, rear, and side yards interferes with the pattern of building and open areas within neighborhoods, and can increase vehicle clutter by creating small parking lots in yard areas which are intended to remain as open and/or landscaped areas; and

WHEREAS, excessive paving of front, rear, and side yard areas have a negative impact upon the character and appearance of the City's neighborhoods; and

WHEREAS, the paving of front, rear, and side yard areas to add additional parking will potentially have impacts upon the walkability of the City's neighborhoods, because of the likely proliferation of curb cuts which reduce the number of available on-street parking spaces in the City's neighborhoods; and

WHEREAS, paving of front, rear, and side yards would potentially result in hazardous conditions on a residential property in that it could negatively impact the City's storm water management system such that a much higher amount of water runoff from such properties would negatively affect the City's storm water management system; and

WHEREAS, paving of front, rear, and side yards could result in potentially high amounts of runoff from such a property where such runoff could cause harm to adjoining properties; and

WHEREAS, paving of front, rear, and side yards would create visual blight by eliminating green space in the City's neighborhoods; and

WHEREAS, paving of front, rear, and side yards would create substantial aesthetic conflicts that may result in decreased property values for adjoining properties; and

WHEREAS, paving of front, rear, and side yards would result in potentially changing the use of residential properties, and it would result in less green space within the City; and

WHEREAS, the Planning Commission of the City of Suisun City did hold a duly noticed public hearing on December 18, 2018 and, following discussion, consideration and public comment, decided to form an Ad Hoc Committee and have a new Public Hearing noticed for a future date; and

WHEREAS, the Planning Commission of the City of Suisun City did hold a duly noticed public hearing on January 29, 2019 and, following discussion, consideration and public comment, voted in favor of recommending that the City Council adopt this Ordinance; and

1 **WHEREAS**, the City Council of the City of Suisun City did hold a duly noticed
public hearing on March 19, 2019 and subsequently continued to April 2, 2019; and

2 **WHEREAS**, an Ad Hoc Committee of both the Planning Commission and City
3 Council was held on April 24, 2019 and at the conclusion recommendations were made to the
City Council; and

4 **WHEREAS**, the City Council held a Public Hearing on May 14 and at the conclusion
5 directed the item back to the Planning Commission to work through the draft ordinance; and

6 **WHEREAS**, the City Council held a Public Hearing on May 14 to adopt an Urgency
Interim Ordinance on front yard paving which was subsequently extended by the City Council
7 at a Public Hearing on June 18; and

8 **WHEREAS**, the Planning Commission of the City of Suisun City did hold two public
workshops on June 11 and July 9, 2019; and

9 **WHEREAS**, the Planning Commission of the City of Suisun City did hold a duly
10 noticed public hearing on September 24, 2019 and, following discussion, consideration and
public comment, voted in favor of recommending that the City Council adopt this Ordinance;
11 and

12 **WHEREAS**, the Suisun City Council did hold a duly noticed public hearing on
February 4, February 18 and March 17, 2020, and took comments from all interested parties
13 on the subject; and

14 **WHEREAS**, all legal pre-requisites to adopt this Ordinance have occurred; and

15 **WHEREAS**, as provided in this Ordinance, the City Council now desires to repeal
and replace Section 18.36.070 of Title 18 of the Suisun City Municipal Code and the
16 Waterfront District Specific Plan as provided in this Ordinance.

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

19 **SECTION 1. RECITALS.**

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

20 **SECTION 2. SECTION 18.36.070, “PROHIBITED ACTIVITIES IN FRONT**
21 **AND STREET SIDE YARDS,” OF CHAPTER 18.36 OF TITLE 18 OF THE SUISUN**
22 **CITY CODE IS HEREBY REPEALED AND REPLACED AS FOLLOWS:**

23 “Section 18.36.070 - Prohibited activities in front, rear, and side yards of residential
properties.

24 **A. Definitions.** For the purposes of this Section, words shall have the same definitions
as provided in Chapter 18.04 of Title 18 of the Suisun City Municipal Code, except as
25 follows:

- 26 1. “Landscaped area” means a water-permeable area maintained to
27 present an attractive, well-kept appearance. A “landscaped area” may
28 consist of any combination of living plants (shrubbery, grass, trees,
etc.) with or without a layer at least two inches deep of materials such
as decorative bark or decorative stones with a permeable subterranean

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weed barrier. However, a “landscaped area,” does not include dead plants, bare soil without plants, or bare soil with cut weeds. Further, “landscaped area” does not include asphalt or hardscape materials (such as pavers, bricks, and other hard surfaces), regardless of permeability.

2. “Hardscaped area” means an area covered with semi-permeable or impermeable materials such as brick, pavers, or concrete. “Hardscaped area” does not include asphalt paving (asphalt, decomposed granite, and gravel are not permitted).
3. “Weeds” ~~mean plants that are out of place or not deliberately planted by the property owner.~~ **a valueless plant growing wild.**
4. “Recreational vehicles” mean recreational vehicles (RVs), including but not limited to motor homes, truck campers, travel trailers, fifth-wheel and pull-behind trailers, all-terrain vehicles, snowmobiles, jet skis, boats, and boat trailers.
5. “Chain link fencing” means a fence, usually made of metal, which consists of wire loops interconnected into a series of joined links.
6. “Driveway” means a paved portion of a private street providing an unobstructed passage from the roadway to an off-street area used for driving, servicing, parking, or otherwise accommodating motor vehicles.
7. **“Legal nonconforming use” means a use, structure, or condition that was legal and appropriately permitted at the time that it came into existence but no longer meets existing code.**
8. **“Inoperative,” in the context of vehicles, shall include all vehicles, including but not limited to recreational vehicles and boats, that are either (a) abandoned, wrecked, dismantled, or not in working order, or (b) lacking a current and valid Department of Motor Vehicles registration. A vehicle that is not in working order means that it cannot be started and/or cannot move on its own power. A vehicle that has a current and valid Planned Non Operation registration shall not be considered inoperative for the purposes of this ordinance.**
9. **“Grandfathering” means to allow a legal nonconforming use to continue.**

B. Purpose and Applicability.

1. The requirements specified in this Section are intended to preserve the residential character of streetscapes in the city's neighborhoods and to minimize excess storm water runoff as follows:
 - i. The unregulated expansion of paved parking areas in front, rear, and side yards interfere with the pattern of building and open areas within neighborhoods and can increase vehicle clutter by creating small parking lots in yard areas which are intended to

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remain as open areas and green spaces. Excessive paving of yard areas can negatively impact the character and appearance of residential areas. Paving yard areas to add additional parking can result in the proliferation of curb cuts that can have the effect of reducing the number of on-street parking spaces available this also impacts the walkability of a neighborhood.

- ii. The paving of front, rear, and side yards would potentially result in hazardous conditions on a residential property in that it could negatively impact the City’s storm water management system such that a much higher amount of water runoff from such properties would negatively affect the City’s storm water management system.
- iii. The paving of front, rear, and side yards would result in potentially high amounts of runoff from such a property where such runoff could cause harm to adjoining properties.
- iv. The paving of front, rear, and side yards would create visual blight by eliminating green space in the City’s neighborhoods.
- v. The paving of front, rear, and side yards would provide substantial aesthetic conflicts that may possibly result in decreased property values for adjoining properties,
- vi. The paving would result in potentially changing the use of residential properties, and it would result in less green space within the City.

2. The requirements in this Section shall apply to all residential properties and lots.

C. Regulations and Standards

1. Front Yard.

- i. Walkways and other Hardscaped Areas. The amount of paved walkways and hardscaped area, including but not limited to driveways, shall not exceed sixty percent of the front yard area.
- ii. Landscaping. For all residential properties, the front yard area other than paved walkways and hardscape shall consist of a landscaped area.
- iii. Property owners must maintain **trees at a minimum of 7 feet over the walkways, 10 feet over the roadway, and hedges trimmed to the back edge of the walkway.** ~~all landscape on their property in such a way to allow for unobstructed passage of pedestrian and vehicular traffic.~~
- iv. Landscaped areas must be consistent with Chapters 8.12 and 8.13, as applicable, of the Suisun City Code.
- v. Chain link fencing shall not be constructed and located such that such fencing is visible from public roads or alleyways. All

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chain link fencing constructed before the effective date of this Section are considered legal non-conforming. Chain link fencing that is damaged shall be replaced with conforming fencing pursuant to Title 18 of the Suisun City Code.

- vi. No front yard driveway will be permitted without the approval and issuance of an encroachment permit from the Public Works Director of Suisun City (if applicable) and design review and approval from the Planning Division. **In no case shall an ADA ramp be used as a driveway.**
- vii. One tree shall be required for each residential property, on all new developments constructed after the effective date of this section. **Plantings must be consistent with the approved landscape plan.**
- viii. An accessory building shall only be located on the rear fifty percent of a residential lot and must be consistent with Table 18.31.01 Development Standards in Residential Zones, as applicable, of the Suisun City Code.

2. Rear / Side Yard.

- i. Walkways and other Hardscaped Areas. For all residential properties and lots, the amount of paved walkways and hardscape in rear and side yard areas of a property that are visible from public spaces shall not exceed sixty percent of the combined visible rear and side yard area. “Public spaces” includes, but is not limited to, streets, alleyways, public utility and access easements, and parks.
- ii. Landscaping. All parts of rear and side yards that are not paved walkways or hardscape and that are visible from public spaces shall consist of landscaped area.
- iii. Property owners must maintain **trees at a minimum of 7’ over the walkways, 10 feet over the roadway, and hedges trimmed to the back edge of the walkway.** ~~all landscape on their property in such a way to allow for unobstructed passage of pedestrian and vehicular traffic.~~
- iv. Landscaped areas must be consistent with Chapters 8.12 and 8.13, as applicable, of the Suisun City Code.
- v. No side yard or rear yard driveway will be permitted without the approval and issuance of an encroachment permit from the Public Works Director of Suisun City (if applicable) and design review approval from the Planning Division. **In no case shall an ADA ramp be used as a driveway.**

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- 3. Vehicle Storage.
 - i. Driveway location and width shall be in accordance with the latest edition of the City of Suisun City Engineering Standards specifications.
 - ii. All vehicles, including recreational vehicles, shall be parked, stored or kept on a driveway being consistent with Chapter 8.12, as applicable, of the Suisun City Code.
 - iii. If a recreational vehicle is parked or stored on a residential property recreational vehicles must be parked on an approved driveway, and meet the following requirements if parked on a front or side yard visible to the public:
 - (1) Recreational vehicles shall not impede the public right of way;
 - (2) If recreational vehicle is covered it must be with a snug fitting material free of damage and the covering must be secured so as to not come off in a storm;
 - (3) In no case shall power cords or other connection(s) to the property cross a sidewalk or public right of way to prevent any tripping hazards, as to comply with the Americans with Disabilities Act.
 - iv. The following activities are prohibited on any driveway governed by this Section:
 - (1) The parking, storing, or keeping for a period of time greater than seventy-two consecutive hours of any household appliance, equipment, furniture, construction equipment, machinery, airplane or aircraft, and materials other than that temporarily used or stored during the improvement of the lot and any associated structures or facilities;
 - (2) The parking, storing or keeping in any such area, for a period of time in excess of seventy-two consecutive hours, of any inoperative motor vehicles. **Parking, storing, or keeping of operative vehicles with a valid and current Planned Non-Operation registration is permitted.**
 - (3) The parking, storing or keeping of a motor vehicle not registered with the Department of Motor Vehicles in any such area of the driveway, or is visible to the public;
 - (4) The wrecking, dismantling, disassembling, manufacturing, fabricating, building, remodeling, assembling, repairing, or painting; ~~washing, cleaning or~~

~~servicing~~ in any such area of any motor vehicle, boat, trailer, recreational vehicle, airplane or aircraft, machinery, equipment, appliance or appliances, furniture or other personal property. Exception to C.3.iv(4) to include minor repairs, excepting the repairing, washing, cleaning or servicing by an owner, lessee, or occupant of the lot, for a period ~~exceeding~~ not to exceed 48 72 hours.”

D. Grandfathering of existing uses. All legal nonconforming paving of front, side, or rear yards is grandfathered and shall not need to be brought up to code until the property owner conducts remodeling, alterations, or renovations of the property, at which time all yards must conform the ordinance current at the time of the remodeling, alteration, or renovation. Grandfathering shall not apply to any use, structure, or condition that was illegal at the time of installation.

SECTION 3. THE WATERFRONT DISTRICT SPECIFIC PLAN IS HEREBY AMENDED AS FOLLOWS:

Section 6.2.3.C. Landscaping

6. All residential yards shall be subject to the standards set forth in Section 18.36.070 of the Suisun City Code, at a minimum. Additional standards may be adopted by the Suisun City Council for specific unique neighborhoods that require special care and regulation.

Section 6.2.3.D Maintenance of Structures and Premises

All property owners in a residential district shall have an obligation to maintain structures and premises in good repair. Structures and premises in good repair shall present no material deviation in apparent condition from neighboring structures in compliance with the provisions of this Plan. Good repair includes and is defined as the level of maintenance that ensures the continued availability of the structure and premises for a lawfully permitted use and prevents deterioration, dilapidation, and decay of the exterior portions of the structure and premises, such as lack of paint, peeling, chipping, crumbling, breakage, accumulation of dirt and/or similar evidence. This is not intended to preclude normal construction activities in conjunction with a valid building permit, provided that the completion of such activities is diligently pursued in accordance with the standards of the Building Code.

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 4. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its passage.

SECTION 5. 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.



Residential Parking and Paving Ordinance

MARCH 17, 2020



February 18, 2020 Public Hearing

- ❑ Outcome and City Council Direction.
- ❑ Discussion of amendments and posting of “redline” version of ordinance.
- ❑ **REMINDER: Urgency Ordinance No. 762 expires May 13, 2020).**



Staff Recommendation

- Staff Recommendation:
 - Receive the presentation from staff;
 - Open the Public Hearing;
 - Take any public comments;
 - Close Public Hearing; and
 - Introduce and Waive Reading of Ordinance

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AGENDA TRANSMITTAL

MEETING DATE: February 18, 2020

CITY AGENDA ITEM: Council Introduction and Waive Reading of Ordinance No. ____: Repealing and Replacing Section 18.36.070 of Title 18 of the Suisun City Code and Amending the Waterfront District Specific Plan, Relating to Regulations for Front, Rear, and Side Yard Areas of Residential Properties.

FISCAL IMPACT: There is no anticipated fiscal impact associated with this item.

STRATEGIC PLAN IMPACT: Provide Good Governance and Enhance Environment

BACKGROUND: By way of background, staff has summarized key meetings on this topic since the original urgency measure was adopted March 21, 2017 (see below). These meeting include Planning Commission meetings, City Council meetings, and an Ad Hoc meeting.

- **Original Urgency Measures** - The City Council adopted Interim Urgency Ordinance No. 746 on January 16, 2018 which put an immediate limitation on the amount of paving in residential front yards until the Zoning Code could be amended to include these provisions. The ordinance was extended by the City Council through Interim Urgency Ordinance No. 747 on February 20, 2018. The urgency ordinance expired prior to amendment to Title 18 of the Suisun City Code being acted upon.
- **March 19, 2019** - The City Council held a public hearing to consider an ordinance which would amend both Chapter 18.36.070 of the Suisun City Code and the Waterfront District Specific Plan regarding residential yards, prohibited activities in driveways and landscaping and maintenance provisions. The City Council took staff's presentation, asked some clarifying questions, opened and closed the Public Hearing, and continued the item to the April 2, 2019 meeting.
- **April 2, 2019 City Council Meeting** - The City Council took public comments and discussed the issues raised. A majority of the issues raised by the Public were centered on the regulation of Recreational Vehicles (including boats) on residential properties. Following discussion, the City Council chose to form an Ad Hoc Committee consisting of two City Councilmembers and three Planning Commissioners. The Ad Hoc was formed specifically to look at the definition of "Recreational Vehicle" and section C.3 "Vehicle Storage" of the draft ordinance.

PREPARED BY:

John Kearns, Senior Planner

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

- **April 24, 2019 Ad Hoc Meeting** - The Ad Hoc Committee met on Wednesday April 24 at City Hall. Although an official head count was not determined, there were approximately 70 people in attendance. The focus of the Ad Hoc was to look at and discuss the definition of “Recreational Vehicle” and the “Vehicle Storage” provisions of Section 18.36.070.C.3 and did not focus on the remainder of the proposed ordinance including yards, landscaping and maintenance provisions. The Ad Hoc consisted of Mayor Pro-Tem Segala, Councilmember Adams, Planning Commission Chairperson Clemente, Commissioner Borja, and Commissioner Thomas. The meeting was led by the City Manager with participation from Development Services staff and although the presentation was directed toward the Ad Hoc, those in attendance were afforded opportunities to participate and address the Ad Hoc Committee. At the conclusion of the meeting, a majority of the committee provided a list of recommendations to be forwarded to the City Council.
- **May 14, 2019 City Council Meeting and Urgency Measures** - At the May 14 City Council Public Hearing, staff presented the list of recommendations from the April 24 Ad Hoc Committee. Staff also went through the proposed ordinance line by line as the City Council discussed each of the points. At the conclusion of the public hearing, the City Council directed the ordinance to go back to the Planning Commission for more discussion before returning to the City Council for consideration. The City Council took specific care to clearly distinguish between what their direction was versus what they would like the Planning Commission to discuss. At the same meeting, the City Council adopted Ordinance No. 758, which placed a 45-day urgency measure relative to paving residential front yards. The City Council subsequently extended the Urgency Interim Ordinance for 10 months and 15 days at their June 18, 2019 meeting.
- **June 11, 2019 Planning Commission Workshop** - As a result of the City Council’s direction from May 14, the Planning Commission was asked to hold a workshop to discuss the proposed ordinance and to take any Public Comments from interested parties. At the June 11 workshop, the Planning Commission took 15 public comments and accepted 3 written comments. At the conclusion of the meeting, the Commission chose to schedule a second workshop on July 9 in which the Commission would provide direction to staff on suggested language for the ordinance. This would then lead to a Public Hearing in which the Commission would formally make their recommendation to the City Council.
- **July 9, 2019 Planning Commission Workshop** - A second workshop was held on July 9 in which staff asked the Planning Commission six questions in order to direct changes to the proposed ordinance. Below is a list of those questions and the direction provided by the Planning Commission. Some additional discussion ensued amongst the Commissioners and the public was granted the opportunity to address the Commission on each of these items. At the conclusion of the workshop, the Planning Commission asked that a public hearing be set for September 24 for the Commission to make a recommendation to the City Council.

- **September 24, 2019 Planning Commission Public Hearing** – The Planning Commission held a public hearing on September 24, 2019 to consider making a recommendation to the City Council on the proposed ordinance. Recommended changes from the Planning Commission can be found under the Staff Report section of this staff report. At the conclusion of the Public Hearing, the Commission adopted a resolution recommending the City Council adopt the subject ordinance.

Following the Planning Commission’s action on September 24, staff posted the ordinance with amendments and requested any public comment prior to the item being heard by the City Council in early 2020. Since the Planning Commission action, staff received one comment which is attached to this staff report.

On February 4, 2020, the City Council held a public hearing to consider the ordinance. At the hearing, the City Council took staff’s presentation, asked clarifying questions and opened the public hearing including taking public comment. The City Council continued the public hearing to a date uncertain. Staff subsequently noticed a public hearing for tonight.

STAFF REPORT: As noted in the Background section of this staff report, this ordinance has gone through a thorough an extensive process to get to its current form. Below, staff will point out the specific amendments the Planning Commission recommended and some context to why the changes are proposed. Revisions to the proposed ordinance are shown in ~~in-strikethrough~~ (removed language) and underline (proposed added language). Additionally, the amendments are shown in red color in the actual ordinance for clarity. Lastly, staff has provided a clean version of the ordinance for reference as well.

- Within definitions:
 - “Hardscaped area” means an area covered with semi-permeable or impermeable materials such as brick, pavers, or concrete. “Hardscaped area” does not include asphalt paving (asphalt, **decomposed granite, and gravel are** not permitted).
- Under Regulations and Standards:
 - The regulation for “driveways” (formerly Section C.1.ii) was removed as the Commission felt it was too confusing and already addressed previously in the ordinance.
 - Section C.1.iv was amended to read: Property owners must maintain all landscape on their property in such a way to allow for **unobstructed** passage **of** pedestrian and vehicular traffic. *The Commission felt this change provided a proper clarification.*
 - Section C.1.viii was amended to read: One tree shall be required for each residential property, ~~any tree removed must be replaced; this requirement applied only to~~ **on all** new developments **constructed after the effective date of this section.** *The Commission did not want to burden existing residences by requiring a tree be planted to come into compliance.*
 - Section C.2.iii was amended to read: Property owners must maintain all landscape on their property in such a way to allow for **unobstructed** passage **of** pedestrian

and vehicular traffic. *The Commission felt this change provided a proper clarification.*

- Section C.3.iii (4) was amended to read: In no case shall power cords or other connection(s) to the property cross a sidewalk or public right of way to prevent any tripping hazards, **as to comply with the Americans with Disabilities Act.** *This change provides a necessary connection to federal law.*
- Under Section 6.2.3.D “Maintenance of Structures and Premises of the Waterfront District Specific Plan the following change was proposed: All property owners in a residential district shall have an obligation to maintain structures and premises in good repair. Structures and premises in good repair shall present no material deviation in apparent condition from ~~surrounding~~ **neighboring** structures in compliance with the provisions of this Plan. Good repair includes and is defined as the level of maintenance that ensures the continued availability of the structure and premises for a lawfully permitted use and prevents deterioration, dilapidation, and decay of the exterior portions of the structure and premises, such as lack of paint, peeling, chipping, crumbling, breakage, accumulation of dirt and/or similar evidence. This is not intended to preclude normal construction activities in conjunction with a valid building permit, provided that the completion of such activities is diligently pursued in accordance with the standards of the Building Code. *The Commission felt this was a proper change to clarify the intent of the original proposed amendment.*

It is important for the City Council to note that **Urgency Ordinance No. 762 expires on May 13, 2020** and thus would leave another void in enforcing the provisions that this proposed ordinance is attempting to mitigate including over pavement of a residential front yard.

Discussion of Attachments

Staff has included four attachments to this staff report:

1. A clean version of the proposed ordinance.
2. A redlined version of the proposed ordinance clearly reflecting the Planning Commission’s recommended amendments.
3. Ordinance No. 762 which extended the moratorium on paving of more than sixty percent of residential front yards for an additional 10 months and 15 days.
4. Planning Commission Resolution PC 19-08 recommending City Council adopt the ordinance was its recommended changes.
5. Comment received December 3, 2019 via U.S. mail regarding the draft ordinance.
6. PowerPoint Presentation which summarizes the agenda item including the timeline the ordinance has taken.

RECOMMENDATION: At the February 4th, 2020 Council meeting, staff gave a presentation on this item, Council asked follow up questions, and the Mayor opened the public hearing and received public comment. Due to time issues with another item on the agenda, this item was continued to a future meeting. The PowerPoint presentation is included for reference, but staff does not intend to present it again unless requested by Council.

It is recommended that the City Council:

1. Open the Public Hearing;
2. Take any public comments;
3. Close Public Hearing; and
4. Introduce and Waive Reading of Ordinance No. ____: Repealing and Replacing Section 18.36.070 of Title 18 of the Suisun City Code and Amending the Waterfront District Specific Plan, Relating to Regulations for Front, Rear, and Side Yard Areas of Residential Properties.

ATTACHMENTS:

1. Ordinance No. __: An Ordinance of the City Council of the City of Suisun City, California, Repealing and Replacing Section 18.36.070 of Title 18 of the Suisun City Code and Amending the Waterfront District Specific Plan, Relating to Regulations for Front, Rear, and Side Yard Areas of Residential Properties (clean version).
2. Ordinance No. __: An Ordinance of the City Council of the City of Suisun City, California, Repealing and Replacing Section 18.36.070 of Title 18 of the Suisun City Code and Amending the Waterfront District Specific Plan, Relating to Regulations for Front, Rear, and Side Yard Areas of Residential Properties (redlined version).
3. Ordinance No. 762.
4. Planning Commission Resolution No. PC19-08.
5. Comment received December 3, 2019 via U.S. mail.
6. PowerPoint Presentation.

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AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: PUBLIC HEARING: Waterfront District Business Improvement District (Continued from February 4, 2020).:

Council Adoption of Resolution No. 2020-__ : Declaring its Intent to Consider Reauthorizing the Suisun City Historic Waterfront Business Improvement District and the Assessment Levy for the District for Fiscal Year 2020, and Setting a Public Hearing to Consider these Matters for _____, 2020.

FISCAL IMPACT: Reauthorization of the BID assessments has no fiscal impact on the City General Fund as these assessments are paid by businesses within the District.

STRATEGIC PLAN IMPACT: Revitalize Downtown Waterfront District.

BACKGROUND/STAFF REPORT: The Public Hearing was continued from February 4, 2020 to March 17, 2020 by the City Council. In order to continue the discussion and allow the BID Board to work with the BID members, staff is recommending that Council once again continue this item.

RECOMMENDATION: It is recommended that the City Council continue the item to a date certain of May 5, 2020 in order to allow more time for the BID Board to meet with the members.

ATTACHMENTS:

1. Council Adoption of Resolution No. 2020-__ : Declaring its Intent to Consider Reauthorizing the Suisun City Historic Waterfront Business Improvement District and the Assessment Levy for the District for Fiscal Year 2020, and Setting a Public Hearing to Consider these Matters for _____, 2020.

PREPARED BY:

REIEWED/APPROVED BY:

John Kearns, Senior Planner
Greg Folsom, City Manager

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RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
DECLARING ITS INTENT TO CONSIDER REAUTHORIZING THE SUISUN CITY
HISTORIC WATERFRONT BUSINESS IMPROVEMENT DISTRICT
AND THE ASSESSMENT LEVY FOR THE DISTRICT FOR
FISCAL YEAR 2020, AND SETTING A PUBLIC HEARING
TO CONSIDER THESE MATTERS FOR _____, 2020**

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

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

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

WHEREAS, the Main Street-Waterfront Business Improvement District Board of Directors (Board) has requested the that Suisun City Council renew the special assessment on all business within the BID; and

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

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

1. The recitals set forth herein are true and correct.
2. The City Council does, at the request of the Board, and pursuant to the California Streets and Highways Code, declare its intent to consider reauthorizing and renewing the “Main Street-Waterfront Business Improvement District” (District).
3. The boundaries of the entire area to be included in the District, and the boundaries of each separate benefit zone within the District, are set forth in the Map, EXHIBIT A, incorporated herein by reference. A true and correct copy of the map is on file with the City Clerk of the City of Suisun City.
4. The types of improvements and activities proposed to be funded by the levy of assessments on business in the District are in EXHIBIT B hereto and incorporated by reference.
5. The City Council intends to consider reauthorizing the District and renewing the levy of an annual benefit fee on businesses in the District to pay for selected improvements and activities of the District.

- 1 6. All funds of the District shall be expended on improvements and activities within the District.
- 2 7. The method and the basis for levying the benefit fee on all the businesses within the
- 3 District are set forth in the EXHIBIT C hereto, incorporated herein by reference.
- 4 8. The Annual Benefit fees shall be incorporated into the City Business License fee for
- 5 those businesses within the District and shall be due and payable as part of obtaining
- 6 the required City Business License pursuant to City Code Title 5.
- 7 9. A public hearing to consider re-authorization of the District is hereby set for **May5,**
- 8 **2020, at 6:30 p.m.** before the City Council of the City of Suisun City, at the City Council
- 9 Chambers at 701 Civic Center Blvd., Suisun City, CA 94585.
- 10 10. At the public hearing, the testimony of all interested persons, for or against the
- 11 establishment of the District, interested in matters concerning the boundaries of the
- 12 District, the areas of benefit within the District and the assessments to be levied, will be
- 13 heard.
- 14 11. A protest against the District, or any aspect of it, may be made orally or in writing. An
- 15 oral protest shall be made at the said public hearing. To count in the majority protest
- 16 against the District, a protest must be in writing. A written protest may be withdrawn
- 17 from record at any time before the conclusion of the public hearing. Each written protest
- 18 shall contain a written description of the business in which the person signing the protest
- 19 is interested, sufficient to identify the business, and its address. If the person signing
- 20 the protest is not shown on the official records of the City of Suisun City as the owner
- 21 of the business, then the protest shall contain or be accompanied by written evidence
- 22 that the person is the owner of the business. Any written protest as to the regularity or
- 23 sufficiency of the proceedings shall be in writing and clearly state the irregularity or
- 24 defect to which objection is made.
- 25 12. If, at the conclusion of the public hearing, there are of record, written protest by the
- 26 owners of the businesses within the District that will pay fifty percent (50%) or more of
- 27 the total assessments of the entire District, no further proceedings to create the District
- 28 shall occur. New proceedings to reauthorize and renew the District and levy the benefit
- assessment fee shall not be undertaken again for a period of at least one (1) year from
- the date of the finding of the majority written protest by the City Council. If the majority
- written protest is only as to an improvement or activity proposed, then that type of
- improvement or activity shall not be included in the District.
13. Further information regarding the proposed Main Street-Waterfront Business
- Improvement District may be obtained from the City Clerk of the City of Suisun City,
- at Suisun City Hall, 701 Civic Center Blvd., Suisun City, CA, and or by calling (707)
- 421-7309.
14. The City Clerk is instructed to provide notice of the public hearing as follows:
 - a. Publish this Resolution of Intention in a newspaper of general circulation in the City
 - of Suisun City once, at least ten (10) days before the hearing.
 - b. Mail a complete copy of this Resolution of Intention to each and every business
 - owner in the District within seven (7) days of the adoption of this Resolution by the
 - City Council.

15. This Resolution is effective on its adoption.

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

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

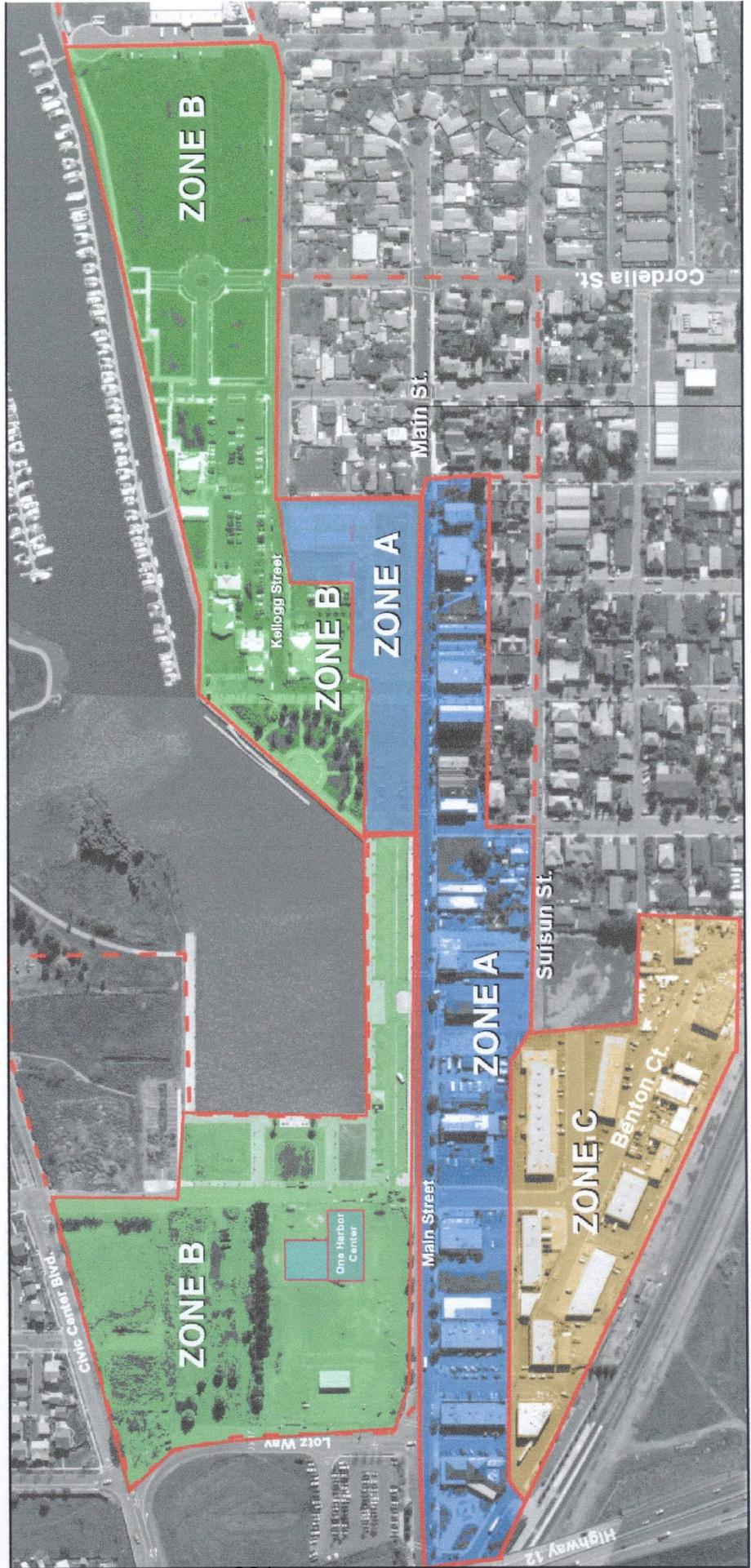
WITNESS my hand and the seal of said City this ____ day of _____ 2020.

Donna Pock, CMC
Deputy City Clerk

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EXHIBIT A (3)

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



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EXHIBIT “B”

Purpose and Use of Benefit Assessments.

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

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

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

b. Activities including but not limited to the following:

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

c. Activities in support of the Suisun City Redevelopment Agency’s proposed “Main Street West” plan.

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EXHIBIT “C”

DISTRICT ASSESSMENT FORMULA Proposed 2009 Benefit Fee Formula Matrix:

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

Business Type Definitions:

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

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

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

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

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

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AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: PUBLIC HEARING: Council Introduce and Waive Reading of Ordinance No. ____; Amending Chapter 10.36 of the Suisun City Municipal Code and add Definitions to the Existing Code.

FISCAL IMPACT: There is no fiscal impact.

STRATEGIC PLAN: Provide Good Governance, Section 4.7 – Improve productivity, efficiency, effectiveness, customer service and citizen satisfaction in all areas of municipal organization.

BACKGROUND:

During the February 18th, 2020, Council meeting, it was identified by the City Attorney that the Suisun City Municipal Code governing abandoned, wrecked, dismantled or inoperative vehicles lacked a complete list of definitions.

Section 22660 and 22661 of the California Vehicle Code (VC) was originally implemented to allow a city and/or county to adopt an ordinance which would establish procedures for the abatement and removal, as a public nuisance, of abandoned, wrecked, dismantled or inoperative vehicle or parts from private or public property, not including highways. This VC section also established specific procedures to insure the rights of both the vehicle and the property owner were protected [i.e., a public hearing and notification to the California Highway Patrol (CHP) as the overseeing agency of this program].

Currently, Chapter 10.36 of the Suisun City Municipal Code outlines the process for a vehicle abatement in Suisun City, referencing the authority and process outlined in the aforementioned VC sections.

STAFF REPORT:

The current Suisun City Municipal Code governing the abatement of abandoned, wrecked, dismantled or inoperative vehicles (SCMC 10.36 and 10.36.020) lacks included definitions for terms that are specifically outlined in the California Highway Patrol (CHP) Abandoned Vehicle Abatement Handbook. As referenced above, the CHP is the state body designated to oversee the program for removing abandoned vehicles. It is recommended the following definitions be added to Suisun City Municipal Code 10.36.020 as taken from the Abandoned Vehicle Abatement Handbook:

The following definitions are included for use by the Authorities and are consistent with Section 22710 VC requiring the California Highway Patrol (CHP) to establish guidelines for the AVA Program.

PREPARED BY:
REVIEWED BY:

Aaron Roth, Police Chief
Greg Folsom, City Manager

Public Nuisance Vehicle: Any vehicle that is abandoned, wrecked, dismantled, or any inoperative part thereof that is on public or private property, not including highways, and that creates a condition tending to reduce the value of private property, promotes blight and deterioration, invites plundering, creates fire hazards, constitutes an attractive nuisance endangering the health and safety of minors, harbors rodents and insects, or jeopardizes, health, safety, and general welfare is a public nuisance.

Abandoned Vehicle: A vehicle is considered to be “abandoned” if it is left on a highway, public property, or private property in such inoperable or neglected condition that the owner’s intent to relinquish all further rights or interests in it may be reasonably concluded. In reaching a reasonable conclusion, one must consider the amount of time the vehicle has not been moved, its condition, statements from the owner and witnesses, etc.

Wrecked Vehicle: Any vehicle that is damaged to such an extent that it cannot be operated upon the highway is termed a wrecked vehicle. A vehicle which has been wrecked in a traffic accident, and which has been removed from the roadway to a storage facility, but which has not been claimed by its owner, will not be considered an abandoned vehicle for the purposes of this program.

Dismantled Vehicle: Any vehicle which is partially or wholly disassembled.

STAFF RECOMMENDATION:

1. Introduce and Waive Reading of Ordinance No.____: Amending Chapter 10.36 of the Suisun City Municipal Code and add Definitions to the Existing Code

ATTACHMENTS:

1. Ordinance No.____: Amending Chapter 10.36 of the Suisun City Municipal Code and add Definitions to the Existing Code
2. PowerPoint Presentation

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF CITY COUNCIL OF THE CITY OF SUISUN CITY AMENDING CHAPTER 10.36 OF THE SUISUN CITY MUNICIPAL CODE AND ADD DEFINITIONS TO THE EXISTING CODE

WHEREAS, Suisun City Municipal Code 10.36 governs the removal of abandoned, wrecked, dismantled or inoperative vehicles; and

WHEREAS, on February 18th, 2020, the City Attorney identified Suisun City Municipal Code section 10.36.020 did not include all necessary definitions needed for Chapter 10.36; and

WHEREAS, the missing definitions were obtained from the California Highway Patrol Abandoned Vehicle Abatement Program Handbook; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY as follows:

SECTION 1. The City Council does hereby amend **the following changes in bold to** Chapter 10.36 – Abandoned, Wrecked, Dismantled or Inoperative Vehicles of the City of Suisun City Municipal Code as follows:

- **CHAPTER 10.36 - ABANDONED, WRECKED, DISMANTLED OR INOPERATIVE VEHICLES**

Sections

- Section 10.36.020 Definitions

As used in this chapter:

- A. “Highway” means a way or place of whatever nature, publicly maintained and open to the use of the public for purpose of vehicular travel. “Highway” includes a street.
- B. “Owner of the land” means the owner of the land on which the vehicle, or parts thereof, is located, as shown on the last equalized assessment roll.
- C. “Owner of the vehicle” means the last registered owner and legal owner of record.
- D. “Public property” does not include “highway.”
- E. “Vehicle means a device by which any person or property may be propelled, moved or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks.
- F. **“Public Nuisance Vehicle” means any vehicle that is abandoned, wrecked, dismantled, or any inoperative part thereof that is on public or private property, not including highways, and that creates a condition tending to reduce the value of private property, promotes blight and deterioration, invites plundering, creates fire hazards, constitutes an attractive nuisance endangering the health and safety of minors, harbors rodents and insects, or jeopardizes, health, safety, and general welfare is a public nuisance.**
- G. **“Abandoned Vehicle” means a vehicle is considered to be “abandoned” if it is left on a highway, public property, or private property in such inoperable or**

1 neglected condition that the owner’s intent to relinquish all further rights or
2 interests in it may be reasonably concluded. In reaching a reasonable
3 conclusion, one must consider the amount of time the vehicle has not been
4 moved, its condition, statements from the owner and witnesses, etc.

5 H. “Wrecked Vehicle” means any vehicle that is damaged to such an extent that
6 it cannot be operated upon the highway is termed a wrecked vehicle. A
7 vehicle which has been wrecked in a traffic accident, and which has been
8 removed from the roadway to a storage facility, but which has not been
9 claimed by its owner, will not be considered an abandoned vehicle for the
10 purposes of this program.

11 I. “Dismantled Vehicle” means any vehicle which is partially or wholly
12 disassembled.

13 SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance
14 is, for any reason, held to be invalid or unconstitutional by the decision of any court of
15 competent jurisdiction, such decision shall not affect the validity of the remaining portions of
16 this Ordinance. The City Council of the City of Suisun City hereby declares that it would have
17 adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion
18 thereof, irrespective of the fact that anyone or more sections, subsections, sentences, clauses,
19 phrases, or portions thereof may be declared invalid or unconstitutional.

20 SECTION 3. This Ordinance shall be in full force and effect thirty (30) days after its adoption
21 following second reading.

22 SECTION 4. The City Clerk shall certify to the adoption of this ordinance, and shall cause
23 the same to be posted and codified in the manner required by law. **PASSED, APPROVED,
24 AND ADOPTED** at a regular meeting of the City Council of the City of Suisun City,
25 California, on this ____ day of April 2020.

26 _____
Lori D. Wilson, Mayor

27 ATTEST:

28 _____
Linda Hobson, CMC
City Clerk

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, March 17, 2020 and
regularly passed and adopted at a regular meeting of said City Council held on Tuesday, April
____, 2020, by the following vote:

1 **AYES:** Councilmembers:
2 **NOES:** Councilmembers:
3 **ABSENT:** Councilmembers:
4 **ABSTAIN:** Councilmembers:

5
6 **WITNESS** my hand and the seal of said City this ____ day of April 2020.

7 _____
8 Linda Hobson, CMC
9 City Clerk
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PUBLIC HEARING

Amend Chapter 10.36 – Abandoned Vehicle Abatement of the Suisun City Municipal Code

MARCH 17, 2020



10.36 – Abandoned Vehicle Abatement

- During the February 18th, 2020, Council meeting, it was identified by the City Attorney that the current Suisun City Municipal Code governing the abatement of abandoned, wrecked, dismantled or inoperative vehicles lacks necessary definitions.
- The California Highway Patrol is the state body designated to oversee local programs for removing abandoned vehicles (Section 22660 and 22661 of the California Vehicle Code).
- Currently, Chapter 10.36 of the Suisun City Municipal Code outlines the process for a vehicle abatement in Suisun City, referencing the authority and process outlined in the aforementioned CA Vehicle Code sections, so a list of definitions for terms that are specifically outlined in the CHP Abandoned Vehicle Abatement Handbook are included for consideration in the municipal code’s revision.



10.36 – Abandoned Vehicle Abatement

Suggested Definitions to Add:

- “Public Nuisance Vehicle”
- “Abandoned Vehicle”
- “Wrecked Vehicle”
- “Dismantled Vehicle”



Recommendation

1. Introduce and Waive Reading of Ordinance No. ____: Amending Chapter 10.36 of the Suisun City Municipal Code and Add definitions to the existing Code.

AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020 - ____ : Accepting the 2019 Annual Progress Report of the Suisun City General Plan and Housing Element.

FISCAL IMPACT: There would be no fiscal impact associated with adoption of the proposed Resolution. Failure to adopt the Resolution could result in the loss of future grant funding.

STRATEGIC PLAN IMPACT: Revitalize Historic Downtown; Develop Sustainable Economy; Ensure Public Safety; Provide Good Governance, Ensure Fiscal Solvency; Enhance Environment.

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

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

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

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

The Annual Report informs the Planning Commission, the City Council, and State agencies about the progress in implementing the Suisun City General Plan during the calendar year 2019. This report is the 4th annual report since the City Council adopted the 2035 General Plan Update and 2015-2023 Housing Element, respectively in May 2015.

PREPARED BY:

John Kearns, Senior Planner

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

Projects implementing the General Plan during 2019 included:

- **Community Character and Design Element**
 - Adopted strategic plan for the City.
 - Established committees for important specific issues in the City.
 - Revised Public Noticing requirements and procedures.
- **Land Use Element**
 - Prepared moratorium for over pavement of front yard.
 - Prepared moratorium for “smoke shops” in the City.
 - Processed Suisun Pads development project.
 - Permitted Jubilee Commercial development project.
 - Approved Heritage Park Pylon Sign project.
 - Submitted application for two Priority Production Areas to ABAG/MTC.
- **Transportation**
 - Sunset Avenue and Railroad Avenue Improvements Project.
 - Whitby Way and Olive Avenue Resurfacing Project.
- **Economic Development**
 - Processed Suisun Pads development project (aka 7-11 Project)
 - Permitted Jubilee Commercial development project.
 - Approval of Heritage Park Pylon Sign project.
 - Initiated Commercial Cannabis ordinance amendments and Request for Applications process.
 - Established commercial cannabis tax rate.
 - Completed fiscal model for the City.
 - Sold Casa de Suisun land.
 - Entered into purchase and sale agreement for 8-Acre retail development.
- **Housing Element**
 - Submitted SB 2 application to Department of Housing and Community Development.
 - Processed Lawler Mixed Use project consisting of 73 apartment units.
 - Participated in countywide Housing Summit.
- **Open Space and Conservation**
 - Habitat Conservation Plan (HCP) DEIR issued for review.
- **Community Facilities and Services**
 - Pierce Island Vegetation Removal Project.
 - Marina Dredging Project.
 - Installed new fire panels in public buildings.
 - Emergency repair of storm drain pipelines (Highway 12).
 - Marina Fire Suppression System Replacement Project.
 - Marina Fuel Upgrade Project.
 - Initiation of Engie Energy Efficiency and Solar Power Project.
- **Public Health and Safety**
 - Completed annual flood control projects.
 - Installed new fire panels in public buildings.
 - Hired additional fire personnel to improve appropriate staffing levels.

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

STAFF RECOMMENDATION: Staff recommends that the Council adopt Resolution No. 2020 - ____: Accepting the 2019 Annual Progress Report of the Suisun City General Plan and Housing Element.

ATTACHMENTS:

1. Council Adoption of Resolution No. 2020 - ____: Accepting the 2019 Annual Progress Report of the Suisun City General Plan and Housing Element.
 - A. Annual Progress Report CY 2019.
 - B. Annual Housing Progress Report CY 2019.
2. Power Point Presentation

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RESOLUTION NO. 2020 - ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ACCEPTING THE 2019 ANNUAL PROGRESS REPORT OF THE SUISUN CITY
GENERAL PLAN AND HOUSING ELEMENT**

WHEREAS, On May 5, 2015, the City Council adopted the 2035 General Plan Update; on May 19, 2015, the City Council adopted the 2015-2023 Housing Element, on November 1, 2016 the City Council adopted the Waterfront District Specific Plan and on March 21, 2017 the City Council adopted a Comprehensive Amendment to Title 18 of the Suisun City Code; and

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

WHEREAS, Staff has presented the Annual Report on the General Plan for 2019 to the City Council, and the City Council has reviewed said Annual Report; and

WHEREAS, The Annual Report is not considered a project under the provisions of the California Environmental Quality Act (CEQA); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun City that based on its review, the City Council accepts the 2019 Annual Report on the Suisun City General Plan (Exhibit A) and Housing Element (Exhibit B); and

BE IT FURTHER RESOLVED that the record of proceedings shall be located at the City Manager’s Office, and that the City Clerk shall be the custodian of such documents.

PASSED AND ADOPTED by the following vote at a regular meeting of the City Council of the City of Suisun City duly held on the 17th day of March 2020:

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

WITNESS my hand and the seal of said City this 17th day of March 2020.

Linda Hobson, CMC
City Clerk

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2019 ANNUAL GENERAL PLAN

PROGRESS REPORT

City or County Name:
City of Suisun City

Mailing Address:
701 Civic Center Boulevard
Suisun City, CA 94585

Contact Person:
John Kearns
Senior Planner

Phone:
(707)-421-7335

Fax:
(707)-429-3758

E-mail:
jkearns@suisun.com

Reporting Period by Calendar Year:
From January 1, 2019 to December 31, 2019

Submitted to:

Governor's Office of Planning and Research
P.O. Box 3044

INTRODUCTION AND PURPOSE OF THE ANNUAL REPORT

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

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

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

This is the 4th Annual Report prepared by the Development Services Department since the adoption of the 2035 General Plan in 2015. For further information or additional copies of the Report, please contact:

John Kearns, Senior Planner
City of Suisun City
Development Services Department
701 Civic Center Blvd.
Suisun City, CA 94585
707-421-7335
jkearns@suisun.com

Below is a brief description of projects that the City has begun or completed during CY 2019 that assisted in implementing both the 2035 General Plan and 2015-2023 Housing Element:

Community Character and Design Element

Adopted Strategic Plan for the City. The Suisun City Council adopted the 2020-2025 Strategic Plan on October 22, 2019, which includes: An analysis of the City's Strengths, Weaknesses, Opportunities and Threats (SWOT), Summary of the public input process, City Mission, City Vision, Values, and Goals.

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

Revised Public Noticing Requirements and Procedures. The City updated its public noticing requirements and procedures in 2019. Noticing for development projects now includes mailings sent to all property owners within 600 feet of a project and placing a sign visible on the site displaying project information. The City will also now make full use of posting the information on the city website (had already been in place) and City social media. This is in addition to any state law requirements for public notification.

Land Use Element

Prepared Moratorium for Over-Pavement of Residential Front Yards. The City passed a moratorium on allowing more than sixty percent of a residential front yard to be impermeable surfaces.

Prepared Moratorium for "Smoke Shops" in the City. The City passed a moratorium on allowing any new smoke shops within the City for a year. This will allow the City to properly analyze the land use, what standards should apply, and where the land use should be located.

Processed Suisun Pads Development Project. A development project at the northeast corner of Highway 12 and Walters Road was approved by the Planning Commission in December 2019. The project includes subdividing the land into four parcels with three separate land uses including a convenience market and gasoline dispensing station.

Permitted Jubilee Commercial Development Project. Building permit issued for a gasoline dispensing station, convenience market, and multi-tenant building at southeast corner of East Tabor Avenue and Walters Road.

Approved Heritage Park Pylon Sign Project. The City approved a 60' pylon sign (with multiple tenant positions) at the Heritage Park Shopping Center fronting Highway 12. The sign is expected to be constructed in 2020.

Submitted Application for Two Priority Production Areas (PPA's) to ABAG/MTC. The City approved submission of two PPA's for job-creating land use areas. Both of the areas are outside of the current city limits, but with the City's Sphere of Influence.

Transportation

Sunset Avenue and Railroad Avenue Improvements Project. This project was funded by Highway Safety Improvement Program grant funds (90%) and local matching funds (10%) for traffic safety related improvements within the Sunset Avenue and Walters Road corridors. Improvements included installing vehicle detection cameras at two (2) signalized intersections; relocating pedestrian push buttons at two (2) signalized intersections; installing pedestrian countdown modules at five (5) signalized; and making signal and pavement striping/markings modifications at the Sunset Avenue/Railroad Avenue East intersection. The total paid to the Contractor was \$159,013.

Whitby Way and Olive Avenue Resurfacing Project. This project was funded by Senate Bill (SB1) and Measure S monies, and it provided a concrete overlay and slurry sealing at the following two locations: 1) Whitby Way from Lawler Ranch Parkway to Potrero Street, and 2) Olive Avenue from East Tabor Avenue south, approximately 925 feet, to the city limits. The total construction cost paid to the Contractor was \$184,602.

Economic Development

Processed Suisun Pads Development Project (Aka 7-11 Project). A development project at the northeast corner of Highway 12 and Walters Road was approved by the Planning Commission in December 2019. The project includes subdividing the land into four parcels with three separate land uses including a convenience market and gasoline dispensing station.

Permitted Jubilee Commercial Development Project. Building permit issued for a gasoline dispensing station, convenience market, and multi-tenant building at southeast corner of East Tabor Avenue and Walters Road.

Approved Heritage Park Pylon Sign Project. The City approved a 60' pylon sign (with multiple tenant positions) at the Heritage Park Shopping Center fronting Highway 12. The sign is expected to be constructed in 2020.

Initiated Commercial Cannabis Ordinance Amendments and Request for Applications Process. Staff worked closely with an Ad Hoc Committee of the City Council to consider proposing amendments to the existing cannabis and to open the Request for Applications process for a retail storefront in the City. Both are underway in 2020.

Established Commercial Cannabis Tax Rate. In November 2019, the City Council adopted a resolution setting the tax rate for storefront retail use at 7% plus \$2 per square foot of space and 5% for other cannabis activities plus \$5 per square foot.

Completed Fiscal Model for the City. As the City prepares its first-ever Strategic Plan, a detailed, long-term fiscal analysis and model was determined to be necessary to inform important resource planning decisions. This model was prepared by Management Partners in late 2019.

Housing Element

Submitted SB 2 Application to Department of Housing and Community Development. The City submitted an application for the SB 2 grant in late 2019 to the Department of Housing and Community Development (HCD) to plan for more housing production. In early 2020, the application was deemed tentatively approved.

Processed Lawler Mixed Use Project Consisting of 73 Apartment Units. The City Council approved a Mixed Use Project south of Highway 12 and west of the Lawler Ranch Subdivision. The project consists of 73 residential units and 7,200 square feet of retail space.

Participated in Countywide Housing Summit. Solano County held a housing summit in early 2019 that the City was a participant in.

Open Space and Conservation

Habitat Conservation Plan (HCP) DEIR issued for review. The Solano County Water Agency (SCWA) is the lead agency for this multi-jurisdiction habitat conservation plan. The City's partners include Fairfield, Vallejo, Vacaville, U.S. Fish and Wildlife, and California Department of Fish and Wildlife.

During 2018, work continued on the EIR/EIS, with submittal of the draft to the federal government. The U.S. Fish and Wildlife staff is currently reviewing the draft EIR/EIS. Completion is hopeful in 2020.

Community Facilities and Services

Pierce Island Vegetation Removal and Mouse Exclusion Fence Installation Project (in West Basin). Pierce island is permitted as a disposal site for dredged material. Prior to the 2019 maintenance dredging project and as required by the California Department of Fish & Wildlife permit, the vegetation within the west pond was removed; the Salt Marsh Harvest Mouse (SMHM) herded from the west pond to the island perimeter; and SMHM exclusion fencing installed around the west pond. The total paid to the Contractor was \$131,928.74.

2019 Marina Maintenance Dredging Project. In the early 1990s Pierce Island was constructed as a disposal site for sediment dredged from the Suisun City Marina and the Suisun Slough, including the Marina Village channel. The last dredging episode was performed in late 2008, and the marina was due for another round of maintenance dredging in 2019. The 2019 maintenance dredging activities was completed in November 2019, within the permitted dredge work window. Dredging was completed within the following areas: Suisun Marina, Whispering Bay channel (located along the north side of Pierce Island), and Marina Village channel. The total paid to the dredge contractor was a little over \$2.1 million.

Fire Alarm Panel Replacement at Suisun City Hall and Police Department Project. This fire alarm replacement at the two (2) City buildings included replacing the current fire alarm panel & installing it in the electric room; placing two fire panel attenuators or subpanels (one in Police Dispatch, and one in the City Hall lobby); upgrading the fire alarms to Fire Code and American with Disabilities Act regulations; adding necessary fire alarms in the bathrooms and throughout

the buildings; and adding fire alarm pull stations in the Council Chambers and at the back lobby door in the City Hall. The total paid to the Contractor was \$57,300.

Emergency Repair to Storm Drain Pipelines crossing Highway 12. In March 2019, staff discovered that one of the three storm drain pipes that cross under Highway 12 west of Village Drive had rusted and had developed a hole, creating an underground void approximately 5 feet by 10 feet in size and approximately 10 feet deep. The void extended from the landscape strip to the portion of the paved shoulder on the south side of Highway 12. The completed work included excavating to expose the damaged pipe segment; shoring and bracing; off-hauling excavated soil; replacing the damaged pipe segment and encasing it with a concrete collar; backfilling the void with a 2-sac cement-sand slurry mix; and repaving a patch of the paved highway shoulder. The total paid to the Contractor was \$69,500.

Marina Fire Suppression System Replacement Project. Prior to the start of the construction on this Project, the fire suppression system was not holding the water pressure needed to fight a fire on either the east or west docks. The completion of this Project addressed that deficiency and provided additional updates to the fire suppression system. The total paid to the Contractor was \$123,314.

Marina Fuel System Upgrade Project. The 20 plus year old Marina fueling system was past its expected life and was in need of updating. Prior to the start of this project the fuel system and the electrical system that powers the fuel system failed and were in desperate need of immediate replacement. Without a functioning fuel system, marina tenants were unable to easily or safely fuel up their boats and/or leave the Suisun Slough. The completion of this Project addressed that deficiency and provided a state of the art marina fueling system. The total paid to the Contractor was \$218,254.

Engie Project. The City continued with its energy upgrades of city facilities in 2019 including the construction of solar carports at City, Hall, Fire Station, Lambrecht Sports Complex, Joe Nelson Center, and Harbormaster Building.

Public Health and Safety

Flood control projects (Annual). Staff completed routine removal of vegetation to ensure proper functioning and operation of channel runoff, existing water control facilities, or other structures necessary for public health, safety and benefit. The following activities took place in 2019: spraying, mowing/weed eating, debris removal, and limb pruning.

Fire Alarm Panel Replacement at Suisun City Hall and Police Department Project. This fire alarm replacement at the two (2) City buildings included replacing the current fire alarm panel & installing it in the electric room; placing two fire panel attenuators or subpanels (one in Police Dispatch, and one in the City Hall lobby); upgrading the fire alarms to Fire Code and American with Disabilities Act regulations; adding necessary fire alarms in the bathrooms and throughout the buildings; and adding fire alarm pull stations in the Council Chambers and at the back lobby door in the City Hall. The total paid to the Contractor was \$57,300.

Fire Department Personnel. The City identified a lack of fire personnel during the FY 19/20 Budget process. This was in comparison to both state law as well as best operational practices. The City began a plan to begin bringing the staffing up to an appropriate level.

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DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

HOUSING ELEMENT ANNUAL PROGRESS REPORT (APR) INSTRUCTIONS

INTRODUCTION

Note: Some instructions and definitions can be found in the column headers of the tables. (Cells with red marks) Government Code section 65400 requires that each city, county, or city and county, including charter cities, prepare an annual progress report (APR) on the status of the housing element of its general plan and progress in its implementation, using forms and definitions adopted by the Department of Housing and Community Development (HCD). The following form is to be used for satisfying the reporting requirements of Government Code section 65400, subdivision (a)(2).

These forms and instructions, originally adopted March 27, 2010, have been updated to incorporate new APR requirements pursuant to Chapter 374, Statutes of 2017 (Assembly Bill 879); Chapter 366, Statutes of 2017 (Senate Bill 35); and Chapter 664, Statutes of 2019 (Assembly Bill 1486).

How to submit the Housing Element Annual Progress Report (APR)

The APR must be submitted to the Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year using the forms and tables specified by HCD. The APR provides information for the previous calendar year and must be submitted separately to both HCD and OPR (Gov. Code, § 65400.). There are two methods available for submitting APRs: 1. Online Annual Progress Reporting System - This allows jurisdictions to upload directly into HCD's database, limiting the risk of errors. To use the online system, email APR@hcd.ca.gov, and request login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - Jurisdictions complete the Excel APR forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. When using the email method, send the electronic version as an Excel workbook attachment. Do not send a scanned copy of the tables. In addition to submitting Housing Element APRs, jurisdictions must also submit General Plan Annual Progress Reports to both HCD and OPR. Please email these documents to APR@hcd.ca.gov and opr.apr@opr.ca.gov.

[NOTE: When submitting successor entity reporting data as required pursuant to California Health and Safety Code 34176.1, the data must be identified as an addendum to the APR and emailed to \[APR@hcd.ca.gov\]\(mailto:APR@hcd.ca.gov\) concurrently with the APR submittal. When using the online system, this report should be sent separately to the APR email box to satisfy the Government Code section 65400 reporting requirement.](#)

TABLE OF CONTENTS

[INTRODUCTION](#)

[DEFINITIONS](#)

[FORM INSTRUCTIONS](#)

[GENERAL INFORMATION](#)

[START HERE](#)

[TABLE A Housing Development Applications Submitted](#)

[TABLE A2 Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units](#)

[TABLE B Regional Housing Needs Allocation Progress – Permitted Units Issued By Affordability](#)

[TABLE C Sites Identified or Rezoned to Accommodate Shortfall Housing Need](#)

[TABLE D Program Implementation Status pursuant to Government Code section 65583](#)

[TABLE E Commercial Development Bonus Approved pursuant to Government Code section 65915.7](#)

[TABLE F Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1, subdivision \(c\)\(2\)](#)

[TABLE G Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of, pursuant to Government Code section 65400.1](#)

DEFINITIONS

1. "Above moderate income" means households earning more than 120 percent of area median income.
2. "Annual Progress Report (APR)" means the housing element annual progress report required by Government Code section 65400 and due to HCD by April 1 of each year reporting on the prior calendar year's activities.
3. "Application submitted" means an application submittal that has been determined complete by the jurisdiction.
4. "Area Median Income (AMI)" means the median household income based on household size of a geographic area of the state, as annually updated by the California Department of Housing and Community Development (HCD), pursuant to Health and Safety Code section 50093.
5. "Certificate of occupancy date" is the date(s) the certificate(s) of occupancy, or other evidence of readiness for occupancy (e.g., final inspection, notice of completion), was/were issued.
6. "Committed Assistance" is when a local government has entered into a legally enforceable agreement
7. "Completed Entitlement" means a housing development or project which has received all the required land use approvals or entitlements necessary for the issuance of a building permit. This means that there is no
8. "Density Bonus" as defined in Government Code section 65915.
9. "Extremely low-income" means a household earning less than 30 percent of area median income pursuant to Health and Safety Code, section 50105.
10. "Infill housing unit" is defined as being a unit located within an urbanized area or within an urban cluster on a site that has been previously developed for urban uses, or a vacant site where the properties adjoining at least two sides of the project site are, or previously have been, developed for urban uses. For the purposes of this definition, an urbanized area or an urban cluster is as defined by the United States Census
11. "Locality" or "local government" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
12. "Lower-income or Low-Income" means a household earning less than 80 percent of area median income pursuant to Health and Safety Code, section 50079.5.
13. "Moderate income" means households whose income does not exceed 120 percent of area median income pursuant to Health and Safety Code, section 50093.
14. "Permitted units" mean units for which building permits for new housing construction have been issued by the local government during the reporting calendar year. For this purpose, "new housing unit" means housing units as defined by the Department of Finance for inclusion in the Department of Finance's annual "E-5 City/County Population and Housing Estimates" report, which is the same as the Census definition of a housing unit. Accessory dwelling units (ADU) and junior accessory dwelling units (JADU) pursuant to Government Code sections 65852.2 and 65852.22 meet the definition above.
15. "Production report" or "Annual Progress Report (APR)" means the information reported pursuant to subparagraph (D) of paragraph (2) of subdivision (a) of Section 65400 of Government Code.

16. “Project” or “Development” refers to a housing related activity where new construction of a unit(s) is proposed or has had a building permit and/or certificate of occupancy issued during the reporting calendar year. This may include single family, mixed use, multifamily, accessory dwelling unit, or any other developments where housing units, as defined by the U.S. Census Bureau and the California Department of Finance, are a component of the project.

17. “Realistic Capacity” means an estimate of the number of units that can be accommodated on each site in the inventory. The estimate must include adjustments to reflect land use controls and site improvement requirements but may rely on established minimum density standards.

18. “Reporting period” means the prior calendar year’s activities for the housing element annual progress report required by Government Code section 65400 and due to HCD by April 1 of each year and utilized to create the determination for which locality is subject to the Streamlined Ministerial Approval (SB35 Streamlining)

19. “RHNA” means the local government’s share of the regional housing need allocation pursuant to Government Code section 65584 et seq.

20. Unit Category: type of units that are classified under the following categories:

- **Single Family-Detached Unit (SFD)**- a one-unit structure with open space on all four sides. The unit often possesses an attached garage.
- **Single Family-Attached Unit (SFA)**- a one-unit structure attached to another unit by a common wall, commonly referred to as a townhouse, half-plex, or row house. The shared wall or walls extend from the foundation to the roof with adjoining units to form a property line. Each unit has individual heating and plumbing
- **2-, 3-, and 4-Plex Units per Structure (2-4)**- a structure containing two, three, or four units and not classified as single-unit attached structure.
- **5 or More Units per Structure (5+)**- a structure containing five or more housing units.
- **Accessory Dwelling Unit (ADU)** - means a unit that is attached, detached or located within the living area of the existing dwelling or residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel on which the single-family dwelling is situated pursuant to Government Code section 65852.2. An ADU also includes the following: an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code or a manufactured home, as defined in Section 18007 of the Health and Safety Code.
- **Mobile Home Unit/Manufactured Home** – a one-unit structure that was originally constructed to be towed on its own chassis. *Please note: Spaces in a mobile home park can be counted towards RHNA, if the spaces counted are new hook-ups/spaces rather than new mobile home park residents moving onto existing lots.*

21. “Very low-income” means households earning less than 50 percent of area median income pursuant to Health and Safety Code, section 50105.

AUTHORITY CITED: Government Code section 65400.

FORM INSTRUCTIONS

GENERAL INFORMATION

Fields in gray auto-populate. No data entry is needed.

Some of the cells are locked to ensure data can be automatically uploaded to the online system.

Tables A and A2 of the worksheet are currently configured to accept up to 1,000 lines of data. Insert rows if

Projects are now tracked at all stages of development, from initial application to final certificate of occupancy.

All dates must be entered as month/date/year (e.g., 6/1/2018).

The form works best with macros enabled in Excel.

Begin with the “Start Here” tab, as previous years’ information will pre-populate in Table B after the jurisdiction’s name is entered.

START HERE

Enter general contact and report information in the “Start Here” tab.

It is important to start with this worksheet because the answers entered will affect how information is displayed (e.g. permit numbers from prior years are pre-populated when jurisdiction’s name is entered).

Information to enter includes:

- City or County name
- Reporting calendar year (e.g., 2019). *Please note: The reporting year will always be from January 1 – December 31 of the previous year.*
- Contact person
- Title
- Email
- Phone
- Mailing address

This sheet includes instructions regarding submitting the Housing Element APR to HCD and OPR.

TABLE A

Housing Development Applications Submitted

Only include data on housing units and developments for which an application was submitted (and deemed complete) between January 1st and December 31st of the reporting year identified on the “Start Here” tab. In table A, an “application” is a formal submittal of a project for approval. This application is either an application for a discretionary entitlement, or where only a ministerial process is required (e.g., zoned by right), the application for a building permit.

Project Identifier: Include the Current Assessor Parcel Number (APN) and street address. The Prior APN, Project Name and Local Jurisdiction Tracking ID are optional.

- Prior APN – Enter an APN previously associated with the parcel, if applicable (optional field).
- Current APN – Enter the current available APN. If necessary, enter additional APNs in the notes section field number 10.
- Street Address – Enter the number and name of street.
- Project Name – Enter the project name, if available (optional field).
- Local Jurisdiction Tracking ID – This may be the permit number or other identifier (optional field).

2. Unit Types: Each development should be categorized by one of the following codes. Refer to “Unit Category” in the Definitions section for additional descriptions. Use the drop-down menu to select one of the following

- SFA (single-family attached unit)
- SFD (single-family detached unit)
- 2-4 (two- to four-unit structures)
- 5+ (five or more unit structure, multifamily)
- ADU (accessory dwelling unit)
- MH (mobile home/manufactured home)

3. Tenure: Identify whether the units within the development project are either proposed or planned at initial occupancy for either renters or owners. Use the drop-down menu to select one of the following options:

- Renter occupant (R) or
- Owner occupant (O)

4. Date Application Submitted: Enter the date the housing development application was determined complete by the local government (refer to “application submitted” under definitions). Enter date as month/day/year (e.g., 6/1/2018).

5. Proposed Units Affordability by Household Incomes: For each development, list the number of units proposed in the application by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

Very low-income households: 0-50% AMI

Low-income households: 50-80% AMI

Moderate-income households: 80-120% AMI

Above-moderate households: above 120%

[To verify income levels, refer to the income limit charts on HCD’s website at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml](http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml) (see section for Official State Income

6. Total Proposed Units by Project: This field auto-populates with the total number of units proposed, as entered in #5 (total of deed restricted & non-deed restricted units for Very Low-, Low-, Moderate- and Above Moderate- income households).

7. Total Approved Units by Project: Enter the number of units that the jurisdiction approved for this project application.

8. Total Disapproved Units by Project (auto-populated, can be overwritten). This field will subtract “Total Approved Units by Project” from “Total Proposed Units by Project” *Note: This field is auto-populated, but can be*

9. Was “Application Submitted” pursuant to Government Code section 65913.4, subdivision (b) (Streamlined Ministerial Approval Process (SB 35 Streamlining))? Use the drop-down menu to select one of the following options:

- No
- Yes – But no action taken
- Yes – Approved
- Yes – Denied

10. Notes: Use this field to enter any applicable notes about the project or development. Completion of this field is optional.

TABLE A2

Annual Building Activity Report Summary – New Construction, Entitled, Permits and Completed Units

Fields 1 through 15 Housing Development Information

This table requires information for very low, low, moderate and above moderate income housing affordability categories and for mixed-income projects. Include data on net new housing units and developments that have received any one of the following:

- An entitlement
- A building permit
- A certificate of occupancy or other form of readiness that was issued during the reporting year.

Please note: Only building permits are used for the purposes of determining progress towards RHNA (fields 7, 8 and 9 of this table, described below).

New housing units : For the APR, “new housing unit” means housing units as defined by the Department of Finance for inclusion in the Department of Finance’s annual “E-5 City/County Population and Housing Estimates” report, which is the same as the census definition of a housing unit.

Development activity spanning multiple years : It is highly likely that the same project will be reported in multiple years of APRs. For example, a project should be listed in three separate APRs if it is entitled in one year, receives the building permit next year, and the certificate of occupancy in the year following.

In scenarios where development activity spans multiple years, the jurisdiction should only report activity that occurred within the reporting year. For example, if a project received building permits in 2018 , but received entitlements in 2017 , the 2018 APR should only report the building permit information (fields 7, 8 and 9), and not include entitlement information (fields 4, 5 and 6).

Separate living quarters : A house, an apartment, a mobile home, a group of rooms, or a single room occupied as separate living quarters, or if vacant, intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building and which have direct access from outside the building or through a common hall. For vacant units, the criteria of separateness and direct access are applied to the intended occupants whenever possible.

Please note: Group quarters facilities, such as dormitories, bunkhouses, and barracks cannot be counted as housing units, but student housing that is set up as separate living quarters per the census definition can be counted. This type of student housing must be counted per unit, and not on a bedroom or per person basis.

Net new units : If a building is being demolished to build the new units, the APR should report net new units. For example, if 10 units are being demolished on a site to build a 100-unit building, the APR should report 90 new units. In the case of new construction where fewer units are being built than were there previously, do not report negative permits. For example, if 10 units are being torn down on a site to build 5 units, this would not count as any new units on the APR and should not be reported as a negative number.

To assist in reporting demolished/destroyed units, refer to section number 20 below (Table A2, column 20).

All new unit information is to be listed in the following fields:

Fields 1 through 3 – Project Identifier and Unit Types

1. Project Identifier: Include the Current Assessor Parcel Number (APN) and street address. The prior APN, project name or local jurisdiction tracking ID are optional.

- Prior APN – Enter an APN previously associated with the parcel, if applicable (optional field).
- Current APN – Enter the current available APN. This field allows a maximum of 40 characters. If necessary enter additional APNs in the notes section field number 21.
- Street Address – Enter the number and name of street.
- Project Name – Enter the project name, if available (optional field).
- Local Jurisdiction Tracking ID – This may be the permit number or other identifier (optional field).

2. Unit Category Codes: Each development should be categorized by one of the following codes: Refer to “Unit Category” in the Definitions section for additional descriptions. Use the drop-down menu to select one of the following options:

- SFA (single-family attached unit)
- SFD (single-family detached unit)
- 2-4 (two- to four-unit structures)
- 5+ (five or more unit structure, multifamily)
- ADU (accessory dwelling unit)
- MH (mobile home/manufactured home)

3. Tenure: Identify whether the units within the development project are either proposed or planned at initial occupancy for either renters or owners. Use the drop-down menu to select one of the following options:

- Renter occupant (R) or
- Owner occupant (O)

Fields 4 through 6 – Completed Entitlement

4. Affordability by Household Income – Completed Entitlement: For each development, list the number of units that have been issued a completed entitlement during the reporting year by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households: 0-50% AMI
- Low-income households: 50-80% AMI
- Moderate-income households: 80-120% AMI
- Above-moderate households: above 120%

[To verify income levels, refer to the income limit charts on HCDs website at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml](http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml) (see section for Official State Income

5. Entitlement Date Approved: Enter the date within the reporting year that all required land use approvals or entitlements were issued by the jurisdiction; leave blank if entitlement was approved outside the reporting year. Enter date as month/day/year (e.g., 6/1/2018). Refer to definition of “Completed Entitlement.”

6. # of Units Issued Entitlements: This is an auto-populated field. This field reflects the total number of units that were entitled for very-low, low, moderate, and above moderate income, as entered in field 4 on this table.

Fields 7 through 9 – Building Permit

7. Affordability by Household Income – Building Permits: For each development, list the number of units that have been issued a building permit during the reporting year by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households: 0-50% AMI
- Low-income households: 50-80% AMI
- Moderate-income households: 80-120% AMI
- Above-moderate households: above 120%

[To verify income levels, refer to the income limit charts on HCDs website at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml](http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml) (see section for Official State Income

8. Building Permits Date Issued: Enter the date within the reporting year that the building permit was issued by the jurisdiction; leave blank if building permit was issued outside the reporting year. Enter date as month/day/year (e.g., 6/1/2018). Refer to definition of “Permitted Units.”

9. # of Units Issued Building Permits: This is an auto-populated field. This field will sum units that were permitted for very-low, low, moderate, and above moderate income, as entered in field 7 on this table.

Fields 10 through 12 – Certificates of Occupancy

10. Affordability by Household Income – Certificates of Occupancy: For each development, list the number of units that issued certificates of occupancy or other form of readiness (e.g., final inspection, notice of completion) during the reporting year by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households: 0-50% AMI
- Low-income households: 50-80% AMI
- Moderate-income households: 80-120% AMI
- Above-moderate households: above 120%

[To verify income levels, refer to the income limit charts on HCDs website at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml](http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml) (see section for Official State Income

11. Certificates of Occupancy (or other forms of Readiness) Date Issued: Enter the date the certificate of occupancy or other form of readiness (e.g., final inspection, notice of completion) was issued for the project. For most jurisdictions, this is the final step before residents can occupy the unit. Leave blank if certificate of occupancy was not issued in the reporting year. Enter date as month/day/year (e.g., 6/1/2018).

12. # of Units Issued Certificates of Occupancy or other forms of Readiness: This is an auto-populated field. This field will sum units that were issued a certificate of occupancy for very-low, low, moderate, and above moderate income, as entered in field 10 on this table.

13. How many of the Units were Extremely-Low Income Units (Optional): To gain a greater understanding of the level of building activity to meet the needs of extremely low-income households in the state, HCD asks that you estimate, to the extent possible, the number of units affordable to extremely-low income households. This number will be a subset of the number of units affordable to very low-income households, as indicated in fields 4, 7 and 10 above. *Please note: The number entered in the very low section will not be reduced by the number entered here. Although completion of this field is optional, your input would be greatly appreciated.*

14. Was Project approved using Government Code section 65913.4, subdivision (b) (Streamlined Ministerial Approval Process (SB 35 Streamlining))? Use the drop-down menu to select one of the following options:

- “Y” if jurisdiction approved the project application pursuant to the streamlined ministerial approval process (SB 35 Streamlining).
- “N” for all other situations.

15. Are these infill units? To gain a greater understanding of the level of infill housing activity in the state, HCD asks that you clarify if the housing units reported are infill by selecting “Yes” or “No.” Although completion of this field is optional, your input would be greatly appreciated. See Definitions section for “infill housing units”

Fields 16 through 18: Please note, if any units are reported as very-low, low, or moderate income in fields 4, 7 or 10 then information in fields 16, 17 and/or 18 must be completed to demonstrate affordability. In the absence of justification that the unit is affordable to a very- low, low, and moderate income household, the unit must be counted as above-moderate income.

Fields 16 and 17 Housing with Financial Assistance and/or Deed Restrictions

For all housing units developed or approved with public financial assistance and/or have recorded affordability deed restriction or covenants, identify funding sources and/or mechanisms that enable units to be affordable.

16. Assistance Programs Used for Each Development: Enter information here if units received financial assistance from the city or county and/or other subsidy sources, have affordability restrictions or covenants, and/or recapture of public funds upon resale.

Use the drop-down menu to select the acronym of the applicable funding program(s), as listed below. To select more than one funding source click once then select the cell again and click another source.

- Acq/Rehab: CalHFA Acquisition/Rehab Loan Program
- AHP: Affordable Housing Program - Fed Home Loan
- AHSC: Affordable Housing and Sustainable Communities
- CalHOME: CalHOME
- CDBG: Community Development Block Grant
- CDLAC: CDLAC Bonds (CA Debt Limit Allocation Committee)
- CESH: CA Emergency Solutions & Housing
- ESG: Emergency Solutions Grant
- GSAF: Golden State Acquisition Fund
- HOME: Housing Investment Partnership Program
- HOPWA: Housing Opportunities for Persons with AIDS
- IIG: Infill Infrastructure Grant
- LHTE: Local Housing Trust Funds
- LIHTC: CTCAC/Low Income Housing Tax Credits
- MHP: Multifamily Housing Program - HCD
- MHSA: Mental Health Services Act Funding
- MPRROP: Mobilehome Park Rehab & Resident Ownership Program
- MRB: Mortgage Revenue Bonds

- MyHOME: MyHome Down Payment Assistance
- NHTF: National Housing Trust Fund
- NPLH: No Place Like Home
- PBS8: Section 8 Project-Based Rental Assistance
- PDLP: Predevelopment Loan Program
- RAD: Rental Assistance Demonstration Program
- RDA: Redevelopment Agency or Successor Agency Funds
- Sec 202: HUD Section 202 Housing for the Elderly
- Sec 811: Section 811 Project Rental Assistance
- SERNA: Joe Serna Jr Farmworker Housing Program
- SHMHP: Supportive Housing MHP
- SNHP: Special Needs Housing Program - CalHFA
- TOD: Transit Oriented Development Program
- USDA: USDA Rural Development Housing Programs
- VHHP: Veterans Housing and Homeless Prevention Program
- Other: Describe in Notes

17. Deed Restriction Type: Enter information here if units in the project are considered affordable to very-low, low, and/or moderate income households due to a local program or policy, such as an inclusionary housing ordinance, regulatory agreement, or a density bonus. This field should not be used to enter the number of deed restricted units. Identify the mechanism used to restrict occupancy based on affordability to produce “deed restricted” units. Use the drop-down menu to select one of the following options

- “INC” if the units were approved pursuant to a local inclusionary housing ordinance.
- “DB” if the units were approved using a density bonus.
- “Other” for any other mechanism. Describe the source in notes section number 21.

18. Housing without Financial Assistance or Deed Restrictions: Enter information here if the units are affordable to very-low, low and moderate income households without financial assistance and/or deed restrictions. In these cases, affordability must be demonstrated by proposed sales price or rents.

- Sales prices and rents must meet the definition of affordable as defined in Health and Safety Code Section 50052.5 for owner-occupied units or Health and Safety Code section 50053 for renter-occupied units.
- Describe how the newly constructed rental or ownership housing units were determined to be affordable to very- low, low, and moderate income households without either public subsidies or restrictive covenants. This may be based on various methods considering sales prices or rents relative to the income levels of households such as through a survey of comparable units in the area that show the unit would be affordable to very-low, low, or moderate income households.
 - The jurisdiction can consider comparable rental prices or new sales prices (actual or anticipated). The jurisdiction should consider costs for renters (i.e., 30% of household income for rent and utilities) or owners (e.g., 30% of household income for principal, interest, taxes, insurance and utilities, pursuant to Title 25 CCR
- In the absence of justification that the unit is affordable to a very- low, low, and moderate income household, the unit must be counted as above-moderate income.

19. Term of Affordability or Deed Restriction: If units have committed financial assistance and/or are deed restricted, enter the duration of the affordability or deed restriction. If units are affordable in perpetuity, enter 1,000. If multiple funding sources or deed restrictions on the development have different terms of affordability, please enter the longest term of affordability. Although completion of this field is optional, your input would be greatly appreciated.

20. Demolished/Destroyed Units: This section is to report if the project and associated APN, has a permit, entitlement or certificate of occupancy in the reporting year, and the APN previously had demolished or destroyed units.

- Enter the “Number of Demolished or Destroyed Units” in the reporting calendar year.
- From the drop down menu select “demolished” if the units were torn down. Select “Destroyed” if the units were lost due to fire or other natural disaster.
- From the drop down menu “Demolished/Destroyed Units Owner or Renter” select “R” for renter or “O” for owner.

21. Notes: Use this field to enter any applicable notes about the project or development.

TABLE B

Regional Housing Needs Allocation Progress – Permitted Units Issued By Affordability

Table B is a summary of prior permitting activity in the current planning cycle, including permitting activity for the calendar year being reported. To assist jurisdictions in completing this form, HCD has pre-filled permit data as reported to HCD on prior APRs. Past unit information will auto-populate when the jurisdiction’s name in the general information section of the “Start Here” tab is entered. Current year permitted units will auto-populate from data reported in table A2. If permit activity for current year is inaccurate, jurisdictions should make adjustments on field number 7, Affordability by Household Income – Building Permits in table A2.

[Please contact HCD at APR@hcd.ca.gov if data from previous years does not populate or if different than the information supplied in Table B. Any changes made by localities to previous years’ data in Table B will not update prior APR records maintained by HCD.](mailto:APR@hcd.ca.gov)

Table B reports the number of units for which permits were issued to demonstrate progress in meeting the jurisdiction’s share of regional housing need for the planning period.

- 1. Regional Housing Needs Allocation by Income Level:** Lists the jurisdiction’s assigned RHNA for the planning cycle by income group. This field will be auto-populated once the jurisdiction’s name is entered in the “Start
- 2. Year:** Lists the building permit data for each year of the RHNA planning cycle beginning in the first year and ending with the data from the current reporting year which can be found in Table A2.
- 3. Total Units to Date (all years):** Totals the number of units permitted in each income category.
- 4. Total Remaining RHNA by Income Level:** This field uses the information from the “Total Units to Date” category and deducts the units by income category from the jurisdiction’s assigned RHNA number. Note: The total units remaining to meet the RHNA allocation is in the bottom right hand corner.

TABLE C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need

Please note: This table should only be filled out when a city or county identified an Unaccommodated Need of sites from the previous planning period Government Code section 65584.09, has Shortfall of Sites as identified in the housing element Government Code section 65583, subdivision (c)(1); or is identifying additional sites required by No Net Loss law pursuant to Government Code section 65863. The data in this inventory serves as an addendum to the housing element sites inventory. This table should not include rezoning for a specific project.

- 1. Project Identifier:** Include the Assessor Parcel Number (APN) and street address. The project name and local jurisdiction tracking ID are optional.
- 2. Date of Rezone:** If rezone was required, identify the date the rezone occurred. Enter date as month/day/year (e.g., 6/1/2018).
- 3. RHNA Shortfall by Household Income:** For each development or site, list the number of units that are affordable to the following income levels (refer to Definitions section for more detail):
 - Very low-income households: 0-50% AMI
 - Low-income households: 50-80% AMI

Note: rezoning is not required to accommodate moderate or above moderate RHNA shortfall.

4. Type of Shortfall: From the dropdown list, select one of the following for each project:

- **No Net Loss** (Government Code section 65863): When a jurisdiction permits or causes its housing element sites inventory site capacity to be insufficient to meet its remaining unmet RHNA for lower and moderate-income households. In general, a jurisdiction must demonstrate sufficient capacity on existing sites or make available adequate sites within 180 days of there being insufficient sites to meet the remaining RHNA.
- **Unaccommodated Need** (Government Code section 65584.09): When a jurisdiction failed to identify or make adequate sites available in the prior planning period to accommodate its RHNA by income category. Note: When this condition occurred, the housing element in the current planning period in most cases will have a program to make available adequate sites to address the unmet RHNA by income category in the first year of the planning period.
- **Shortfall of Sites** (Government Code section 65583, subdivision (c)(1)): When a jurisdiction does not identify adequate sites to accommodate its RHNA by income category in the current planning period. Note: When this condition occurred, the housing element for the current planning period must have included a program to make available adequate sites to address the unmet RHNA by income category. For jurisdictions on an eight year planning period, the rezones must be complete within the first three years of the planning period.

5. Parcel Size (Acres): Enter the size of the parcel in acres.

6. General Plan Designation: Enter the new General Plan Land Use designation. If no change was made, enter the current designation.

7. Zoning: Enter the new zoning designation for the parcel. If no change was made, enter the current zoning designation.

8. Density Allowed: Enter the minimum and maximum density allowed on each parcel. This is the density allowed after any zoning amendments are made. If no maximum density enter N/A.

9. Realistic Capacity: Enter the estimated realistic unit capacity for each parcel. Refer to Definitions for more information about “Realistic Capacity.”

10. Vacant/Non-vacant: From the drop-down list, select if the parcel is vacant or non-vacant. If the parcel is non-vacant, then enter the description of existing uses in Field 11.

11. Description of Existing Uses: Include a description of existing uses. Description must be specific (i.e. SFR, MF, surplus school site, operating business, vacant commercial building, parking lot). Classifications of uses (i.e. “commercial”, “retail”, “office”, or “residential”) are not sufficient.

TABLE D

Program Implementation Status pursuant to Government Code section 65583

Report the status/progress of housing element program and policy implementation for **all** programs described in the housing element:

- 1. Name of Program:** List the name of the program as described in the element.
- 2. Objective:** List the program objective (for example, “Update the accessory dwelling unit ordinance”).
- 3. Timeframe in Housing Element:** Enter the date the objective is scheduled to be accomplished.
- 4. Status of Program Implementation:** List the action or status of program implementation.

For your information, the following list includes the statutory requirements for housing element programs:

- Adequate sites (Gov. Code, § 65583, subd. (c)(1)). *Please note: Where a jurisdiction has included a rezone program pursuant to Government Code section 65583.2, subdivision (h) to address a shortfall of capacity to accommodate its RHNA, Table C must include specific information demonstrating progress in implementation including total acres, brief description of sites, date of rezone, and compliance with by-right approval and density requirements.*

- Assist in the development of low- and moderate-income housing (Gov. Code, § 65583, subd. (c)(2)).
- Remove or mitigate constraints (Gov. Code, § 65583, subd. (c)(3)).
- Conserve and improve existing affordable housing (Gov. Code, § 65583, subd. (c)(4)).

Promote and affirmatively further fair housing opportunities (Gov. Code, § 65583, subd. (c)(5)).

- Preserve units at-risk of conversion from low-income use (Gov. Code, § 65583, subd. (c)(6)).

Please note: Jurisdictions may add additional rows in Table D to include all Housing Element programs, or to provide clarification or information relevant to demonstrating progress towards meeting RHNA objectives.

TABLE E

Commercial Development Bonus Approved pursuant to Government Code section 65915.7

Government Code section 65915.7 states:

“(a) When an applicant for approval of a commercial development has entered into an agreement for partnered housing described in subdivision (c) to contribute affordable housing through a joint project or two separate projects encompassing affordable housing, the city, county, or city and county shall grant to the commercial developer a development bonus as prescribed in subdivision (b). Housing shall be constructed on the site of the commercial development or on a site that...” meets several criteria.

If the jurisdiction has approved any commercial development bonuses during the reporting year, enter the following information:

1. Project Identifier: Include the parcel’s APN number and street address. The project name and local jurisdiction tracking ID are optional.

2. Units Constructed as Part of the Agreement: For each development, list the number of units that are affordable to the following income levels (refer to definitions for more detail):

- Very low-income households: 0-50% AMI
- Low-income households: 50-80% AMI
- Moderate-income households: 80-120% AMI
- Above-moderate households: above 120%

3. Description of Commercial Development Bonus: Include a description of the commercial development bonus approved by the jurisdiction.

4. Commercial Development Bonus Date Approved: Enter the date that the jurisdiction approved the commercial development bonus. Enter date as month/day/year (e.g., 6/1/2018).

TABLE F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1, subdivision (c)(2)

Please note this table is optional: *The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved consistent with the standards set forth in Government Code section 65583.1, subdivision (c)(2).*

Units that Do Not Count Toward RHNA: The jurisdiction may list for informational purposes only, units that do not count toward RHNA but were substantially rehabilitated, acquired or preserved.

Units that Count Toward RHNA: To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields.

In order to count units reported in this table as progress towards RHNA, the jurisdiction will need to provide information (detailed below) to demonstrate that the units meet the standards set forth in Government Code section 65583.1, subdivision (c)(2).

If HCD agrees that the units meet the standards set forth in Government Code section 65583.1, subdivision (c)(1) these units may credit up to 25 percent of the jurisdiction's adequate sites requirement per income category. To count these units towards RHNA, the jurisdiction shall document *how* the units meet the standards set forth the requirements of the Government Code section 65583.1, subdivision (c) (2).

[For the jurisdiction to count units in Table F, the jurisdiction must have included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1, subdivision \(c\)\(2\). These program requirements are summarized on the Alternative Adequate Sites Checklist.](#)

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of, pursuant to Government Code section 65400.1

Chapter 664, Statutes of 2019 (AB 1486) added to the Government code section 65400.1, which requires jurisdictions to include in this APR a listing of sites owned by the locality that were included in the housing element sites inventory and were sold, leased, or otherwise disposed of during the reporting year.

The listing of sites must include the entity to whom the site was transferred, and the intended use of the site.

This table is only required for CY 2019 and later.

Please Start Here

General Information	
Jurisdiction Name	Suisun City
Reporting Calendar Year	2019
Contact Information	
First Name	John
Last Name	Kearns
Title	Senior Planner
Email	jkearns@suisun.com
Phone	7074217335
Mailing Address	
Street Address	701 Civic Center Blvd.
City	Suisun City
Zipcode	94585

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated.

v 2_27_20

Jurisdiction	Suisun City
Reporting Year	2019 (Jan. 1 - Dec. 31)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Table B

Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
Income Level	1										Total Units to Date (all years)	Total Remaining RHNA by Income Level	
	2015	2016	2017	2018	2019	2020	2021	2022	2023	3			4
Very Low													
Low													
Moderate													
Above Moderate													
Total RHNA	8	52	19	5	89	416							

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Suisun City
Reporting Year	2019 (Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1.A.1	Rezoning to accommodate Regional Housing Needs Allocation (RHNA)	Rezoning of two sites (1) 0032-081-310, 050, 060, 070 and 320; and (2) 0032-082-140 and 0032-411-070, 080, 090, 100 and 110 to accommodate the 4th cycle shortfall by January 31, 2016. The rezoning of two sites (1) 0032-042-120, 130 and 640 and (2) 0032-281-060, 130 and 110 to meet the 5th cycle shortfall will be completed by May 31, 2016.	Completed/Ongoing. The Waterfront District Specific Plan was updated in November 2016, allowing for the rezones of Mixed Use to High Density Residential to accommodate the 204-unit shortfall for this cycle. The Zoning Ordinance was adopted in March 2017 and thus the proper zonings are in place. During the 2020 calendar year, the City will analyze the possibility of fee deferrals.

1.A.2	To acquire or obtain air rights to the Park n Ride property across from the Train Depot.	The City will send a formal letter of interest to Caltrans by July 2015 and will negotiate with Caltrans on the transfer of the property and will amend the Waterfront District Specific Plan by May 31, 2016 or Program 1.A.3 will take effect.	The City has prepared a letter and begun engaging the State of California regarding this program.
1.A.3	To ensure adequate sites are available through the planning period to meet the City's RHNA. The City will continue to maintain an inventory of sites available and appropriate for residential development for households at all income levels.	Ongoing, as projects are proposed.	This program is ongoing and the City updated the Waterfront District Specific Plan in 2016 and its Zoning Ordinance in 2017. The City has applied for and has been tentatively approved for an SB 2 grant. Further, the City is exploring additional opportunities such as the LEAP grant.
1.B.1	As part of the process of assessing a proposed residential development, evaluate the potential to incorporate other uses within the project or in conjunction with the project, including but not limited to project-serving retail, job centers, or services such as child care.	Ongoing.	This program is ongoing and many of concepts of the program have been incorporated into the various mixed use zoning districts the City offers.

<p>1.C.1</p>	<p>Annually review and update the City's inventory of properties that are suitable for redevelopment/reuse and continue to identify the potential number of additional dwelling units on such sites based on the age, condition, and density of existing land uses in relation to zoning or specific plan requirements. The City will continue to make the inventory available to interested residential developers via the City's website and through predevelopment meetings.</p>	<p>Post the Housing Element on the City's website as soon as it is adopted (January 2015) and contact affordable housing developers annually to provide them with a list of vacant and underutilized sites for the development of affordable housing (also see Program 1.E.1).</p>	<p>The Housing Element has been posted on the City's website and the City will continue to engage affordable housing developers. The City has developed a list of affordable housing developers for reference.</p>
<p>1.C.2</p>	<p>Continue to provide regulatory and financial incentives to increase the probability that residences will be constructed in commercial zones, either as single use projects or in mixed-use developments, particularly within the Waterfront District Specific Plan.</p>	<p>The City will continue to work with developers to provide regulatory incentives including fee deferments and flexible developments standards as projects are submitted to the Development Services Department. The City will assist developers with securing additional financing as projects are submitted to the Development Services Department and funds are available.</p>	<p>This program is ongoing.</p>

<p>1.D.1</p>	<p>Review and adopt, as appropriate, a program requiring developers of residential development to either: (a) provide a percentage of their units at a below-market rent or prices; (b) pay a fee; (c.) propose alternative measures to meet their affordable housing requirements determined by an ordinance that will be drafted.</p>	<p>The City will review and adopt, as appropriate, an Inclusionary Housing Ordinance within one year of adoption of Housing Element.</p>	<p>This program is ongoing. An action on this program is expected in 2020.</p>
<p>1.E.1</p>	<p>Provide financial incentives to make construction of affordable housing for extremely low-, very low-, low-, and moderate-income households economically feasible by applying for state and federal subsidies.</p>	<p>Apply for additional funding as Notices of Funding Available (NOFAs) are released by the state. The City will post the Housing Element on the City's website as soon as it is adopted and contact affordable housing developers annually to providethem with a list of vacant and underutilized sites for the development of affordable housing (also see Program 1.C.1).</p>	<p>This program is ongoing. The City will continue to seek opportunities to apply for available funding.</p>
<p>1.E.2</p>	<p>Continue to seek interested nonprofit housing sponsors/developers to make use of available financing techniques for affordable housing projects for extremely low-, very low-, low-, and moderate income households. The City will identify for-profit and nonprofit housing developers interested in developing affordable housing in Suisun City.</p>	<p>Develop a list of for-profit and nonprofit housing developers by July 2015 and contact, annually or as funding for sites, potential projects, and funding is available.</p>	<p>This program has been completed.</p>

<p>1.E.3</p>	<p>Annually meet with representatives of Solano County, Vallejo, Fairfield, Vacaville, and/or other jurisdictions to determine interest in, and feasibility of, applying for a mortgage revenue bond or mortgage certification allocation...</p>	<p>Annually meet representatives from the County and other cities in the county to discuss interest in applying for mortgage revenues bonds or mortgage credit certificates. If feasible, apply for the first allocation in 2016. If the program is successful, the City will apply for the second allocation in 2017.</p>	<p>The City will again reach out to the other communities to discuss opportunities.</p>
<p>1.F.1</p>	<p>Continue to implement the second dwelling unit ordinance that follows the requirements of state law (Government Code Section 65852.1) in allowing second dwelling units on any residential lot subject to ministerial review.</p>	<p>The City will amend the Zoning Ordinance to include the state law language that was passed in 2005 which removed discretionary review.</p>	<p>This program was satisfied with the adoption of the Zoning Ordinance in 2017. The City is now looking to update its zoning code to come into compliance with new Accessory Dwelling Unit Law.</p>
<p>1.F.2</p>	<p>Continue to allow construction of duplexes on corner lots and other flexible housing designs according to City Design Guidelines.</p>	<p>2015-2023, as projects are received through the Development Services Department.</p>	<p>This program is ongoing, but the City has not yet had an opportunity to implement.</p>

<p>1.G.1</p>	<p>Evaluate development proposals based on development standards, the distinctiveness of design, and compatibility with existing residential development in the vicinity of the proposal. The City will evaluate the compatibility with the physical and environmental characteristics of the area in which a development proposal is to be located, and by using the specific plan and planned unit development processes, the City will encourage the distinctiveness of new residential neighborhoods.</p>	<p>2015-2023, as projects are received through the Development Services Department.</p>	<p>This program is ongoing.</p>
<p>1.H.1</p>	<p>Continue to use PUD zoning to offer greater housing choice for residents and greater flexibility for developers than in conventional zone districts. The PUD Zone enables developers to provide a great range of housing units that can accommodate a variety of needs.</p>	<p>2015-2023. Consider using PUD zoning where appropriate and as projects are submitted to the Development Services Department.</p>	<p>The City has continued to emphasize the benefits of PUD Zoning and again used it on for a development project (Lawler Mixed Use).</p>
<p>1.I.1</p>	<p>As required by state law (Government Code Section 65400), annually review and evaluate the City's progress in meeting Housing Element objectives and prepare a report to the City Council on annual achievements...</p>	<p>Submit annual reports starting April 2015, and annually thereafter. The City will submit its adopted Housing Element to local water providers upon adoption of this Housing Element.</p>	<p>The City has continued to report annually on the Housing Element. The adopted element has been provided to the Solano Irrigation District (SID) and Fairfield-Suisun Sewer District (FSSD).</p>

2.A.2	<p>Assist nonprofit housing corporations seeking to acquire and maintain privately owned, government-subsidized housing developments that could convert to market-rate housing under state or federal loan agreements. Acquisition will be negotiated sale. Note: At present, there are three "at-risk" assisted rental housing projects in Suisun City.</p>	2015-2023	This program is ongoing.
2.B.1	<p>The Suisun City Housing Authority will continue to seek additional Section 8 vouchers for its very low-income residents to reduce the number of such households paying more than 30 percent of their incomes for housing expenses when funding for additional vouchers becomes available and the Authority is able to apply for such funding.</p>	2015-2023	This program is ongoing and the Housing Authority will continue to seek additional vouchers.
3.A.1	<p>Amend the Zoning Ordinance to specifically allow employee housing for six or fewer residents as a permitted use in residential zoning districts, in compliance with Health and Safety Code Section 17021.5.</p>	12/01/2015	This program was satisfied with the adoption of the Zoning Ordinance in 2017.
3.A.2	<p>Provide information on state and federal fair housing laws, and refer discrimination complaints to the Fair Employment and Housing Commission. The City will continue to make available, at City Hall and on the City's website, and distribute information on state and federal fair housing laws to rental property owners, lenders, and real estate agents in the city.</p>	Referral will occur on an as needed basis and information on the website will be ongoing. Information will be distributed to rental property owners, lenders and real estate agents annually.	This program has been satisfied and information posted on the City website.

<p>3.A.3</p>	<p>Cooperate with nonprofit housing corporations and for-profit developers specializing in housing for adults 55 years of age and above to accommodate housing that meets the needs of this age group. They will include actions by both the Development Services Department and the Housing Authority.</p>	<p>Use density bonus and Planned Unit Development (PUD) processes to facilitate the development of housing for older adults, as projects are proposed. Assist developers in locating and converting and retrofitting existing residential buildings annually. Provide rehabilitation assistance to older low-income homeowners annually. Assist in the funding of affordable housing for older adults annually or as projects are proposed.</p>	<p>This program is ongoing and the City will continue to seek opportunities.</p>
<p>3.A.4</p>	<p>Cooperate with Travis Air Force Base officials to identify any unmet needs among military personnel for affordable housing in Suisun City.</p>	<p>Annually meet with representatives of Travis Air Force Base to determine whether unmet housing needs exist.</p>	<p>This program is ongoing and staff will continue to meet with representatives of Travis Air Force Base.</p>
<p>3.A.5</p>	<p>The City will encourage affordable rental housing developments for low- and moderate-income households to contain an appropriate percentage of three- and four-bedroom units.</p>	<p>2015-2023</p>	<p>This program is ongoing.</p>
<p>3.A.6</p>	<p>Continue to comply with Americans with Disabilities Act (ADA) requirements for accessibility and adaptability of new residential buildings to meet the needs of mobility-impaired persons.</p>	<p>2015-2023</p>	<p>This program is ongoing.</p>

3.A.7	Cooperate with, and provide assistance to, organizations seeking to develop or convert residential buildings for use as group homes for persons with disabilities that prevent them from using conventionally designed housing.	Identify locations within the City by December 2015. Apply for funding, as developments are proposed.	This program is ongoing, but City has not yet had a chance to implement program.
3.A.8	Work with housing providers to address special housing needs for seniors, large families, female-headed households, single-parent households with children, persons with physical disabilities and developmental disabilities, farmworkers, and homeless individuals and families. The City may seek funding under the federal housing opportunities for persons with AIDS program, California Child Care Facility Financing Program, and other state and federal programs designated specifically for for special needs groups such as seniors, persons with physical and developmental disabilities, and persons at risk for homelessness.	One time during the planning period or as appropriate development comes forth.	The City will continue to seek opportunities.
4.A.1	Continue to check building plans for compliance with state energy conservation standards for new residential buildings. The state energy conservation requirements address energy conservation in the construction of dwelling units. Additional energy conservation can be obtained from development patterns that encourage conservation. The City will continue to implement design guidelines for site development that encourage energy conservation.	2015-2023	The City will continue to comply with applicable codes and regulations.
4.A.2		2015-2023	The program is ongoing.

Jurisdiction	Suisun City
Reporting Period	2019 (Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)

This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only			Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity								
Preservation of Units At-Risk								
Acquisition of Units								
Total Units by Income								

Jurisdiction	Suisun City	
Reporting Year	2019	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	1
Number of Proposed Units in All Applications Received:	73
Total Housing Units Approved:	73
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas



Annual Progress Report 2019

Development Services Department – Planning
Division





Why do we do this every year?

264

- Government Code section 65400 requires that each city, county, or city and county, including charter cities, prepare an annual progress report (APR) on the status of the housing element of its general plan and progress in its implementation, using forms and definitions adopted by the Department of Housing and Community Development (HCD).
- Each jurisdiction's Annual Progress Report (APR) must be submitted to HCD and the Governor's Office of Planning and Research (OPR) by **April 1** of each year (covering the previous calendar year).





Highlights

26¹⁹

- Applied for and has been tentatively approved for an SB 2 grant and will be pursuing other planning-related grants in 2020.
- Began work on amending the City's Accessory Dwelling Units Ordinance.
- Entitled the Lawler Mixed Use Project (73 units).
- Completed Marina Dredging Project.
- Completed safety improvements to city facilities.
- Adopted City Strategic Plan

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AGENDA TRANSMITTAL

MEETING DATE: March 17, 2020

CITY AGENDA ITEM: Council Adoption of 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.

FISCAL IMPACT: Additional flexibility in locating cannabis opportunities, including two additional cannabis retailers, could lead to increased future cannabis tax and sales-related tax revenues. It is too early in the process to provide any type of estimate, but the revenue will likely be significant.

STRATEGIC PLAN IMPACT: Develop Sustainable Economy; Ensure Fiscal Solvency.

BACKGROUND: On February 18, 2020, the City Council held a public hearing to consider amendments to the City’s cannabis ordinance and took all public comment. A comprehensive analysis of each of the proposed amendments was provided in the staff report of that night, but much of the discussions centered around an increase in retail storefronts from 1 to 3 and additional zoning districts that would allow such a use. At the conclusion of the public hearing, the City Council, by a vote of 3-2, introduced the proposed ordinance with a few additions (included in the Staff Report section below).

STAFF REPORT: As a result of the public hearing, staff and the City Attorney prepared both a “redline” and a “clean” version of the ordinance following the City Council introduction on February 18. Below is a listing of the changes for ease of reference:

- The definition of Consumption Café/Lounge was made in Section 18.49.020 with the stricken language moved to Section 18.49.160.A as point “14.”
- A reference to Government Code Section 65865.1 was added to Section 18.49.070.A(4).
- Addition of appropriate internal cross-referencing, corrections of typos, and inclusion of minor word additions for clarification.
- In Section 18.49.160.A2, the following language was added “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”.

A complete “red-line” of the ordinance is included as Attachment 2 which clearly reflects the changes of the February 18 meeting. If adopted, the ordinance would take effect thirty days after passage.

PREPARED BY:
REVIEWED/APPROVED BY:

John Kearns, Senior Planner
Greg Folsom, City Manager

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Ordinance No. ___: 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 Code.

ATTACHMENTS:

1. Ordinance No. ____: 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 Code (Clean Version).
2. Ordinance No. ____: 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 Code (Redlined Version).
3. Power Point Presentation from February 18, 2020 City Council Meeting (presentation is attached but will not be presented).

ORDINANCE NO.

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

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

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

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

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

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

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

WHEREAS, the MAUCRSA, at Business & Professions Code § 26200(a)(1), provides that local jurisdictions may completely prohibit the establishment or operation of any or all of the different medical and recreational business operations to be licensed by the state under Business & Professions Code § 26050; and

1 **WHEREAS**, the MAUCRSA, at Business & Professions Code § 26055(d), provides
2 that a State commercial cannabis license may not be issued to an applicant whose operations
would violate the provisions of any local ordinance or regulation; and

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

6 **WHEREAS**, the MAUCRSA, at Business & Professions Code Section 26201,
7 provides that any standards, requirements, and regulations regarding health and safety,
8 environmental protection, testing, security, food safety, and worker protections established by
9 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

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

13 **WHEREAS**, the AUMA, Health & Safety Code § 11362.2(b), explicitly allows a city
14 to “enact and enforce reasonable regulations to reasonably regulate” the cultivation of
15 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

16 **WHEREAS**, on November 16, 2017, the California Bureau of Cannabis Control
17 (“BCC”), Department of Food and Agriculture (“CDFA”), and Department of Public Health
18 (CDPH”) released proposed emergency regulations pursuant to the MAUCRSA, which
19 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

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

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

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

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

1 **WHEREAS**, the CDPH began accepting applications for temporary state licenses for
2 commercial cannabis manufacturers in December, 2017, and is now accepting applications for
annual state licenses for such activities; and

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

5 **WHEREAS**, the City of Suisun City (“City”) is a general law city and a political
6 subdivision of the State of California; and

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

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

11 **WHEREAS**, pursuant to the above-described express statutory authority and the
12 City’s police power, the City now desires to regulate all commercial cannabis activities
13 (whether not-for-profit or for-profit) that may otherwise be permitted by the State of
14 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

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

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

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

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

25 **WHEREAS**, Chapter 18.59 (“Prohibited Businesses”) of the Suisun City Code
26 prohibits the establishment and operation of businesses involving the cultivation, sale,
27 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

28 **WHEREAS**, the subject matter of Suisun City Code Chapters 5.42 and 18.59 is
superseded by this Ordinance, and the City Council therefore sees fit to repeal Chapters 5.42

1 and 18.59 of the Suisun City Code in their entirety in order to avoid conflicts and
2 inconsistencies in the Suisun City Code; and

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

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

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

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

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

- 14 A. The recitals set forth above are all true and correct and are incorporated herein.
- 15 B. The regulation of, and prohibitions on, commercial cannabis activities
16 established by this ordinance are necessary to protect the public health, safety
17 and welfare, and are enacted pursuant to the authority granted to the City of
18 Suisun City by state law.
- 19 C. The regulations of personal cultivation of cannabis established by this
20 Ordinance are reasonable and necessary to protect the public health, safety and
21 welfare, and are enacted pursuant to the authority granted to the City of Suisun
22 City by state law.

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

25 **SECTION 3. follows:**

26 **Chapter 18.49 CANNABIS REGULATORY PROGRAM**

- 27 Section 18.49.010 Purpose and Intent.
- 28 Section 18.49.020 Definitions.
- Section 18.49.030 Commercial Cannabis Operations Prohibited without Permit.
- Section 18.49.040 Prohibited Types of Commercial Cannabis Operations.
- Section 18.49.050 Permitted Types of Commercial Cannabis Operations.
- Section 18.49.060 Cannabis Business Zone; Establishment and Criteria.
- Section 18.49.070 Cannabis Business Zone Development Agreements.
- Section 18.49.080 Commercial Cannabis Business Permit Required for All
Commercial Cannabis Operations.
- Section 18.49.090 Application for Commercial Cannabis Business Permit.
- Section 18.49.100 Director Review of Application for Commercial Cannabis
Business Permit.

- 1 Section 18.49.110 Planning Commission Review of Application for Commercial Cannabis Business Permit.
- 2 Section 18.49.120 City Council Review of Application for Commercial Cannabis Business Permit.
- 3 Section 18.49.130 Continuing Obligations of Commercial Cannabis Operations.
- 4 Section 18.49.140 Renewal of Commercial Cannabis Business Permit.
- 5 Section 18.49.150 General Operating Standards and Restrictions.
- 6 Section 18.49.160 Commercial Cannabis Retailer (Storefront and Non-Storefront): Establishment, Operating Standards and Restrictions.
- 7 Section 18.49.170 Commercial Cannabis Distribution Operating Standards and Restrictions.
- 8 Section 18.49.180 Commercial Cannabis Manufacturing Operating Standards and Restrictions.
- 9 Section 18.49.190 Commercial Cannabis Testing Operating Standards and Restrictions.
- 10 Section 18.49.200 Commercial Cannabis Cultivation Operating Standards and Restrictions.
- 11 Section 18.49.210 Application Fees.
- 12 Section 18.49.220 Commercial Cannabis Business Permit Suspension and Revocation.
- 13 Section 18.49.230 Cultivation of Cannabis for Personal Use.
- 14 Section 18.49.240 Administration.
- 15 Section 18.49.250 Violations and Penalties.
- 16 Section 18.49.260 Prohibitions.
- 17 Section 18.49.270 Nonconforming Use.

16 **Section 18.49.010 Purpose and Intent.**

17
18 The purpose and intent of this chapter is to protect and promote the public health,
19 safety and welfare of residents and visitors of the City by establishing a
20 comprehensive set of regulations and prohibitions regarding various types of
21 commercial medicinal and adult-use cannabis activities and the cultivation of cannabis
22 for personal use in the City, in a manner that is consistent with the Compassionate Use
23 Act of 1996, the Medical Marijuana Program Act of 2003, the Medical Cannabis
24 Regulation and Safety Act of 2015, the Adult-Use of Marijuana Act of 2016, the
25 Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and
26 other applicable state laws governing cannabis activities.

23 **Section 18.49.020 Definitions.**

24
25 As used in this chapter, the following words and phrases shall have the following
26 meanings:

- 26 A. “Adult-use” (or non-medicinal) refers to an activity involving cannabis or cannabis
27 products that is restricted to adults 21 years of age and over and who do not
28 possess physician’s recommendations, in contrast to activities involving medicinal
cannabis or medicinal cannabis products.

- 1 B. "Applicant" means a person applying for any City permit or approval pursuant to
2 this chapter.
- 3 C. "Application" means an application for a commercial cannabis business permit
4 pursuant to this chapter.
- 5 D. "Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*,
6 or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin,
7 whether crude or purified, extracted from any part of the plant; and every
8 compound, manufacture, salt, derivative, mixture, or preparation of the plant, its
9 seeds, or resin. "Cannabis" also means the separated resin, whether crude or
10 purified, obtained from cannabis. "Cannabis" does not include the mature stalks of
11 the plant, fiber produced from the stalks, oil or cake made from the seeds of the
12 plant, any other compound, manufacture, salt, derivative, mixture, or preparation
13 of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or
14 the sterilized seed of the plant which is incapable of germination.
- 15 E. "Cannabis Business Zone" or "CBZ" refers to an overlay zoning designation that
16 is intended to facilitate the use and development of property for commercial
17 cannabis activities on non-residential-zoned land within the City, subject to section
18 18.49.060 and other applicable provisions of this chapter.
- 19 F. "Cannabis concentrate" means cannabis that has undergone a process to
20 concentrate one or more active cannabinoids, thereby increasing the product's
21 potency. Resin from granular trichomes from a cannabis plant is a concentrate for
22 purposes of this chapter. A cannabis concentrate is not considered food, as defined
23 by Section 109935 of the Health & Safety Code, or a drug, as defined by Section
24 109925 of the Health & Safety Code.
- 25 G. "Cannabis products" means cannabis that has undergone a process whereby the
26 plant material has been transformed into a concentrate, including, but not limited
27 to, concentrated cannabis, or an edible or topical product containing cannabis or
28 concentrated cannabis and other ingredients.
- 29 H. "CDTFA" means the California Department of Tax and Fee Administration,
30 formerly known as the Board of Equalization.
- 31 I. "City Manager" means the City Manager of the City of Suisun City, or his or her
32 designee(s).
- 33 J. "Commercial cannabis activity" or "commercial cannabis operation" includes the
34 cultivation, possession, manufacture, distribution, processing, storing, laboratory
35 testing, packaging, labeling, transportation, delivery, or sale (including retail and
36 wholesale) of cannabis and cannabis products, except cultivation and possession of
37 cannabis for personal use as set forth in this chapter or as preempted by state law.

- 1 K. “Commercial cannabis business permit” means a permit issued by the City
2 pursuant to this Chapter which authorizes the permittee to operate a specific type
3 of commercial cannabis operation in the City subject to the requirements of this
4 chapter, state law, and the specific terms and conditions of the permit.
- 5 L. “Consumption cafe/lounge,” for the onsite retail sale and consumption of cannabis
6 or cannabis products.
- 7 M. “CSF” means the City’s Commercial Services Fabrication Zone.
- 8 N. “Cultivation” means any activity involving the planting, growing, harvesting,
9 drying, curing, grading or trimming of cannabis.
- 10 O. “Cultivation site” means a location where cannabis is planted, grown, harvested,
11 dried, cured, graded, or trimmed, or a location where any combination of these
12 activities occurs.
- 13 P. “Day care center” means, as the term is understood in Business & Professions
14 Code Section 26001(o), as may be amended, any child day care facility other than
15 a family day care home, and includes infant centers, preschools, extended day care
16 facilities, and school age child care centers.
- 17 Q. “Delivery” means the commercial transfer of cannabis or cannabis products to a
18 customer, and includes the use by a retailer of any technology platform.
- 19 R. “Director” means the City Manager of the City of Suisun City, or his or her
20 designee(s).
- 21 S. “Distribution” means the procurement, sale and transport of cannabis and cannabis
22 products between persons possessing state licenses.
- 23 T. “Employee” means any person, whether paid or unpaid, who provides regular
24 labor or regular services for a commercial cannabis operation, including, but not
25 limited to, at the location of a commercial cannabis operation. The term
26 “employee” includes managers and owners as used in this chapter.
- 27 U. “Extraction” means the process of obtaining cannabis concentrates from cannabis
28 plants, including but not limited to through the use of solvents such as butane,
alcohol or carbon dioxide.
- V. “Ground lease” means a real property lease whereby the lessee is authorized to
undertake significant development or make significant improvements to the leased
property.
- W. “Indoor,” in the context of cultivation, refers to cultivation using exclusively
artificial lighting and no natural lighting.

- 1 X. "License" or "State license" means a State of California commercial cannabis
2 operation license, as provided for in Division 10 of the Business and Professions
3 Code (and attendant state regulations), and as may be amended.
- 4 Y. "Live scan" means a system for inkless electronic fingerprinting and the automated
5 background check developed by the California Department of Justice (DOJ) which
6 involves digitizing fingerprints and electronically transmitting the fingerprint
7 image data along with personal descriptor information to computers at the DOJ for
8 completion of a criminal record check; or such other comparable inkless electronic
9 fingerprinting and automated background check process as determined by the City
10 Council.
- 11 Z. "Manager" means an employee responsible for management and/or supervision of
12 a commercial cannabis operation or its employees.
- 13 AA. "Manufacture" means to compound, blend, extract, infuse, or otherwise make
14 or prepare a cannabis product.
- 15 BB. "Manufacturer" means a licensee that conducts the production, preparation,
16 propagation, or compounding of cannabis or cannabis products either directly or
17 indirectly or by extraction methods, or independently by means of chemical
18 synthesis, or by a combination of extraction and chemical synthesis at a fixed
19 location that packages or repackages cannabis or cannabis products or labels or re-
20 labels its container; "Manufacturer" includes the activity of manufacturing.
- 21 CC. "Medicinal cannabis" or "medicinal cannabis product" means cannabis or a
22 cannabis product used in compliance with state law for medical/medicinal
23 purposes, pursuant to the Compassionate Use Act (Health and Safety Code §
24 11362.5), the Medical Marijuana Program Act (Health and Safety Code §§
25 11362.7, et seq.), and the Medicinal and Adult-Use Cannabis Regulation and
26 Safety Act (Business and Professions Code §§ 26000, et seq.).
- 27 DD. "Minor" means a person under twenty-one (21) years of age.
- 28 EE. "Mixed-light" refers to cultivation using a combination of natural and
supplemental artificial lighting.
- FF. "Non-storefront retailer" means a retailer operating pursuant to a Type 9 State
license and which engages in the retail sale of cannabis and cannabis products
exclusively by delivery.
- GG. "Owner" means an owner of a commercial cannabis operation.
- HH. "Person" includes any individual, firm, partnership, joint venture, association,
corporation, limited liability company, estate, trust, business trust, receiver,

1 syndicate, or any other group or combination acting as a unit, and includes the
2 plural as well as the singular.

3 II. "Physician's recommendation" means a determination from a physician that a
4 patient's medicinal cannabis use is deemed appropriate and is recommended by the
5 physician on the basis of the physician has determined that the patient's health
6 would benefit from the use of cannabis in the treatment of cancer, anorexia, AIDS,
7 chronic pain, spasticity, glaucoma, arthritis, migraine, or any other illness for
8 which cannabis provides relief, in strict accordance with the Compassionate Use
9 Act of 1996 (Proposition 215), and as understood by Section 11362.5 of the Health
10 and Safety Code.

11 JJ. "Premises" means the designated structure or structures and the surrounding land
12 that is owned, leased, or otherwise held under the control of an applicant or
13 permittee where commercial cannabis activity will be or is conducted.

14 KK. "Primary caregiver" has the same meaning as in Section 11362.7 of the
15 Health and Safety Code, as may be amended.

16 LL. "Private residence" has the same meaning as in 11362.2(b)(5) of the Health and
17 Safety Code, as may be amended, which provides that private residence "means a
18 house, an apartment unit, a mobile home, or other similar dwelling."

19 MM. "Qualified patient" has the same meaning as in Section 11362.7 of the
20 Health and Safety Code, as may be amended.

21 NN. "Retailer" means a cannabis business that engages in the retail sale of cannabis
22 or cannabis products to customers, whether by delivery or from a storefront.
23 "Retailer" includes "storefront retailer" and "non-storefront retailer."

24 OO. "RFA" means "request for applications."

25 PP. "School" means, as the term is understood in Business & Professions Code
26 Section 26054(b), as may be amended, as a place of instruction in kindergarten or
27 any grades 1 through 12.

28 QQ. "Simple lease" means a real property lease which does not authorize the
lessee to undertake significant development of, or make significant improvements
to, the leased property.

RR. "State" means the State of California.

SS. "Storefront retailer/dispensary" means a retailer operating pursuant to a Type 10
State License and engaging in the retail sale of cannabis and cannabis products to
walk-in customers from a storefront, commonly referred to as a dispensary.
Storefront retailers may also engage in the retail sale of cannabis and cannabis
products by delivery.

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TT. “Testing laboratory” or “testing” means a laboratory, facility, or entity in the State that offers or performs tests of cannabis or cannabis products; includes the activity of laboratory testing.

UU. “Youth center” means, as the term is understood in Business & Professions Code Section 26001(av), as may be amended, any public or private facility that is primarily used to host recreational or social activities for minors, including but not limited to private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.

Section 18.49.030 Commercial Cannabis Operations Prohibited without Permit.

It shall be unlawful to own, establish, operate, use or permit the establishment or activity of a commercial cannabis operation, or to participate in commercial cannabis operations as an employee, contractor, agent, volunteer, or in any manner or capacity, unless such operation is: (1) pursuant to a current and valid City of Suisun City commercial cannabis business permit issued pursuant to this chapter; (2) pursuant to an equivalent State license for the type of commercial cannabis operation being conducted, pursuant to Division 10 of the Business & Professions Code, as amended, and applicable State regulations promulgated pursuant thereto; and (3) in compliance all the other applicable requirements of this chapter. The prohibition of this section shall include renting, leasing, or otherwise permitting a commercial cannabis operation to occupy or use a location, vehicle, or other mode of transportation.

Section 18.49.040 Prohibited Types of Commercial Cannabis Operations.

A. Commercial cannabis operations (including non-profit operations) within the City which involve the activities of outdoor cultivation and ~~microbusiness~~ are prohibited in the City. This prohibition includes, but is not limited to, commercial cannabis activities licensed by the State license classifications listed below, as provided for in Business & Professions Code Section 26050 and applicable State regulations:

1. Type 1= Cultivation; Specialty Outdoor; Small.
2. Type 1C = Cultivation; Specialty Cottage; Small.
3. Type 2 = Cultivation; Outdoor; Small.
4. Type 3= Cultivation; Outdoor; Medium.
5. Type 5 = Cultivation; Outdoor; Large.

B. Except as otherwise expressly provided in this chapter, the prohibition provided by subsection (A) includes any similar activities authorized under new or revised State licenses, or any other State authorization, for any type, category, or classification of commercial cannabis activities which involve the above-

1 referenced activities or similar operations (including non-profit, collective or
2 cooperative operations.)

3 **Section 18.49.050 Permitted Types of Commercial Cannabis Operations.**

4 A. Commercial cannabis operations (including non-profit operations) within the City,
5 which comprise the activities of indoor cultivation, mixed-light cultivation,
6 retailer, non-storefront retailer, manufacturer, testing or distributor are allowed
7 subject to issuance and maintenance of a valid and current City-issued commercial
8 cannabis business permit, continuing compliance with this chapter and all other
9 applicable City and State laws and regulations, and issuance and maintenance of a
10 valid and current State license of a type listed below, as provided for in Business
11 & Professions Code Section 26050 and applicable State regulations:

- 12 1. Type 1A = Cultivation; Specialty Indoor; Small.
- 13 2. Type 1B = Cultivation; Specialty Mixed-Light; Small.
- 14 3. Type 2A = Cultivation; Indoor; Small.
- 15 4. Type 2B = Cultivation; Mixed-Light; Small.
- 16 5. Type 3A = Cultivation; Indoor; Medium.
- 17 6. Type 3B = Cultivation; Mixed-Light; Medium.
- 18 7. Type 4 = Cultivation; Nursery.
- 19 8. Type 5A = Cultivation; Indoor; Large.
- 20 9. Type 5B = Cultivation; Mixed-Light; Large.
- 21 10. Type 6 = Manufacturer 1 (extractions using mechanical methods or nonvolatile
22 solvents).
- 23 11. Type 7 = Manufacturer 2 (extractions using volatile solvents).
- 24 12. Type N = Manufacturer (no extractions, pursuant to 17 CCR § 40118, and as
25 may be amended).
- 26 13. Type P = Manufacturer (packaging and labeling only, pursuant to 17 CCR §
27 40118, and as may be amended).
- 28 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

22 B. The requirements provided by above subsection (A) apply to any similar activities
23 authorized under new or revised State licenses, or any other State authorization, to
24 allow any type, category, or classification of commercial cannabis activities which
25

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

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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.

1 H. Development Agreement. Due to the complexity of implementing development
2 within a Cannabis Business Zone, in order to define the interests of the City,
3 Cannabis Business Zone applicants, and commercial cannabis business permit
4 applicants, and to further the overall public health, safety and welfare of the
5 residents of the City, holders of legal or equitable interests in land located within
6 the Cannabis Business Zone are subject to development agreement obligations as
7 set forth in Section 18.49.070.

8 **Section 18.49.070 Cannabis Business Zone Development Agreements.**

9 A. Development Agreement Requirements.

- 10 1. Each applicant for establishment of a Cannabis Business Zone pursuant to
11 Section 18.49.060, concurrently with CBZ application review, shall apply for
12 and negotiate, in good faith, terms of a development agreement to guide
13 subsequent development and operation of cannabis-related uses within the
14 CBZ. Prior to commencement of any commercial cannabis operations or
15 issuance of any certificate of occupancy for such operations within the CBZ,
16 the City and the CBZ applicant shall execute an appropriate development
17 agreement pursuant to this section. All real property located within the CBZ in
18 which the CBZ applicant holds a legal or equitable interest, greater than a
19 simple lease, shall be subject to the development agreement.
- 20 2. The development agreement shall set forth the terms and conditions under
21 which the subject commercial cannabis operation(s) will operate, which may,
22 in addition to the requirements of this chapter, include, but not be limited to,
23 public outreach and education, community service, payment of fees and other
24 charges as mutually agreed, and such other terms and conditions that will
25 protect and promote the public health, safety, and welfare of the residents of
26 the City. The procedures for development agreements shall comply with this
27 chapter, Suisun City Code Chapter 18.70, and Article 2.5 of Chapter 4 of
28 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.

1 B. Development Agreement Filing Requirements.

- 2 1. Only qualified applicants, as defined in Section 18.49.100(D), may apply to
3 enter into a development agreement pursuant to this section.
- 4 2. The Director shall prescribe the form for each application, notice and other
5 documents provided for or required under this section for the preparation and
6 implementation of development agreements. The applicant shall complete and
7 submit such an application form to the Director, along with a deposit for the
8 estimated direct and indirect costs of processing the development agreement.
9 The applicant shall deposit any additional amounts for all costs and fees to
10 process the development agreement, including all legal fees, within fifteen (15)
11 days of request by the Director. Upon either completion of the application
12 process or withdrawal of the application, the City shall refund any remaining
13 deposited amounts in excess of the costs of processing.
- 14 3. The Director shall require an applicant to submit such information and
15 supporting data as the Director considers necessary to process the application,
16 including but not limited to a community benefit assessment to evaluate the
17 benefits the development agreement will provide to the community.

18 C. Processing and Requirements.

- 19 1. The Director shall endorse on the application the date it is received. An
20 application or related document shall not be complete until an estimated
21 deposit (as estimated by the City) for the cost of processing has been paid to
22 the City. If within thirty (30) days of receiving the application the Director
23 finds that all required information has not been submitted or the application is
24 otherwise incomplete or inaccurate, the processing of the application and the
25 running of any time limits shall be suspended upon written notice to the
26 applicant and a new thirty (30) day period shall commence once the required
27 material is received by the Director. If the Director finds that the application is
28 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.

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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;

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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.

- 1 5. Leases. All real property is subject to a development agreement pursuant to
2 this section.
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4 6. Each assignment and assumption of a development agreement pursuant to this
5 section shall provide for the transferee to be bound by and comply with all
6 terms and conditions of the development agreement, for the remainder of the
7 term thereof, or until the transferee no longer retains a legal or equitable
8 interest in the subject property (except as stated in subparagraph (E)(4)).
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10 7. The assignment and assumption shall be signed, with notary acknowledgment,
11 by a person who is duly authorized to bind the transferor and the transferee.
12 The assignment and assumption shall also be approved by the City Council and
13 executed by a duly authorized representative of the City, acknowledging that
14 the assignment and assumption complies with this section and consenting
15 thereto. Upon full execution and approval of the assignment and assumption,
16 the transferee shall be deemed a party to the development agreement pursuant
17 to this section for all purposes. The fully executed assignment and assumption
18 should be recorded on the subject property within 10 days after its approval
19 and execution.

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22 F. Modifications and Extensions.

- 23 1. The provisions of Section 65868 of the California Government Code shall
24 apply for all modifications, extensions or other amendments of the terms of a
25 development agreement subject to this chapter.
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27 2. Either party may propose an amendment or termination of an approved
28 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

1 and conditions set forth in this chapter in addition to an equivalent, valid and
2 current State license issued pursuant to Division 10 of the Business & Professions
Code, as amended.

3 B. Commercial cannabis business permits issued pursuant to this chapter shall be
4 renewed annually after their date of issuance subject to ministerial review, unless
otherwise expressly provided.

5 C. The issuance of a commercial cannabis business permit shall constitute a revocable
6 privilege and shall not create or establish any vested rights for the development or
7 use of any property.

8 D. Conditions necessary for the continuing validity of a commercial cannabis
9 business permit include:

10 1. Strict adherence to each and every applicable requirement of this chapter and
11 Code, as well as any further applicable requirements, including administrative
regulations, adopted by the City.

12 2. Maintaining an equivalent, current and valid State license issued pursuant to
13 Division 10 of the Business & Professions Code, as amended. Revocation,
14 suspension or expiration of a required State license shall automatically
invalidate the commercial cannabis business permit.

15 3. Allowing City code enforcement, fire officials and police officers to conduct
16 reasonable inspections, at the discretion of the City, of the location of the
17 commercial cannabis operation, including but not limited to inspection of
18 security, inventory, and written and electronic records, recordings and files
pertaining to the commercial cannabis operation, for the purposes of ensuring
19 compliance with this Code and State law.

20 4. Maintaining valid and current contact information on file with the City for the
21 owner(s) and manager(s) of the commercial cannabis operation, and that of the
legal representative of the operation, if applicable.

22 E. Commercial cannabis business permits are transferable only if the transferee
23 satisfies all of the requirements for issuance of a new commercial cannabis
business permit.

24 **Section 18.49.090 Application for Commercial Cannabis Business Permit.**

25 A. The owner of a proposed commercial cannabis operation, prior to commencing
26 operation, shall file an application for a commercial cannabis business permit with
27 the Director upon a form provided by the City, and shall pay a filing fee as
28 established by resolution adopted by the City Council, as may be amended.

- 1 B. An application for a commercial cannabis business permit shall include, but not be
2 limited to, the following information:
- 3 1. The full name, address, e-mail address, and phone number of the applicant.
- 4 2. The street address, assessor's parcel number, and total square footage of the
5 premises where the commercial cannabis operation will be located, and a
6 description of the characteristics of the area surrounding the premises.
- 7 3. If the applicant is not the property owner, a notarized acknowledgment from
8 the property owner consenting to the operation of the proposed commercial
9 cannabis operation on the premises.
- 10 4. The full names, addresses, e-mail addresses, and phone numbers of all persons
11 who will be responsible for or who will participate in the management of the
12 proposed commercial cannabis operation.
- 13 5. A list of the full names of all management and owners of the proposed
14 commercial cannabis operation, along with any other identifying information
15 requested by the Director.
- 16 a. For each manager and owner identified, a color photocopy of either a valid
17 California Driver's license or equivalent identification approved by the
18 Director.
- 19 b. For each manager and owner identified, and for all owners of the proposed
20 operation, a written and signed consent form provided by the City whereby
21 the employee consents to fingerprinting and a State and federal criminal
22 history background check. At the discretion of the City and in compliance
23 with State law, the City may use live scan to perform criminal background
24 checks.
- 25 c. For each manager and owner identified, a check for payment of the
26 appropriate fees to the City to cover the costs of performing the required
27 criminal history background check.
- 28 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

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- 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.

- 1 18. Evidence of compliance with all operating standards and requirements
2 applicable to the proposed commercial cannabis operation, including but not
3 limited to as provided for by this chapter.
- 4 19. Evidence of compliance with all applicable insurance requirements under State
5 and local law, including but not limited to those established by the Director
6 pursuant to Section 18.49.130(A)(1) and 18.49.150(I). Endorsements
7 reflecting the City's status as an additional insured on all required policies
8 shall be provided by the applicant.
- 9 20. A copy of a valid and current seller's permit issued by the CDTFA to the
10 applicant, or confirmation from the CDTFA that a seller's permit is not
11 required. If the applicant has not yet received a seller's permit, an attestation
12 that the applicant is currently applying for a seller's permit.
- 13 21. Identification of any and all other licenses and/or permits for commercial
14 cannabis operations issued by any licensing or permitting authority:
- 15 a. held currently by the applicant;
 - 16 b. pending approval for the applicant; or
 - 17 c. denied to, suspended for, or revoked from the applicant.
- 18 22. Signed authorization for the Director to seek verification of the information
19 contained in the application.
- 20 23. A written statement, signed under penalty of perjury by the applicant,
21 certifying that all of the information contained in the application is true and
22 correct.
- 23 24. Evidence of compliance with State laws and regulations applicable to the
24 proposed commercial cannabis operation.
- 25 25. Any additional information as is deemed necessary by the Director to
26 administer this chapter.

27 **Section 18.49.100 Director Review of Application for Commercial Cannabis**
28 **Business Permit.**

- 29 A. Upon receipt of a commercial cannabis business permit application, the Director
30 shall review the application for completeness, including payment of the required
31 fees.
- 32 B. If the Director determines that the application is incomplete, the Director shall
33 notify the applicant of such fact within thirty (30) days of receipt of the
34 application. If the applicant, after receiving such notice, re-submits an incomplete

1 application to the City, the application shall be deemed abandoned. The applicant
2 may then submit a new application for review pursuant to the requirements of this
chapter.

3 C. Upon receipt of a completed application, the Director shall investigate the
4 information contained in the application to determine whether the application is in
5 compliance with the requirements of this chapter for potential issuance of a
commercial cannabis business permit.

6 D. Upon completing his or her investigation of a completed application, the Director
7 shall deem the application a qualified application, unless the Director finds any of
8 the following:

- 9 1. The applicant has made one or more false or misleading statements or
10 omissions, either on the written application form or during the application
11 process;
- 12 2. The applicant has not satisfied each and every requirement of this chapter and
13 code; or
- 14 3. The applicant is not in compliance with applicable State law.

15 E. Upon deeming an application a qualified application, the Director shall set the
16 application for review by the City's Planning Commission and shall make a
17 recommendation to the Planning Commission as to whether it should recommend
18 approval or denial of the application based on satisfaction of the criteria set forth
19 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.

20 **Section 18.49.110 Planning Commission Review of Application for**
21 **Commercial Cannabis Business Permit.**

22 A. The Planning Commission shall review a qualified application at a duly noticed
23 public meeting of the Planning Commission within a reasonable time after the
24 application is deemed qualified by the Director, and shall provide a written
recommendation on the application to the City Council.

25 B. The Planning Commission shall recommend approval of a qualified application to
26 the City Council only upon making a positive finding that the proposed operation
27 will promote the overall health, safety and welfare of the City's residents, based on
consideration of the following factors:

- 28 1. The proposed operating procedures are detailed, comprehensive, and
consistent with best practices and industry standards.

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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

1 applicant's commitment to the health, safety and welfare of the residents
2 and visitors of the City.

3 C. In evaluating a qualified application pursuant to above subsection (B), the
4 Planning Commission shall consider the information contained in the application
5 as well as any additional information submitted by the applicant at or prior to the
6 hearing. If the Planning Commission finds that the applicant fails to satisfy three
7 or more of the factors set forth in above subsection (B), the Planning Commission
8 shall recommend denial of the application to the City Council.

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

11 A. Within a reasonable time after the Planning Commission has made a
12 recommendation to the City Council regarding a qualified application, the City
13 Council shall make a final written determination on the qualified application at a
14 properly noticed public meeting of the City Council. Factors to be considered by
15 the City Council include the findings and recommendation of the Planning
16 Commission as well as all pertinent evidence timely submitted to the City Council
17 by the applicant, the public, and other interested parties.

18 B. The City Council shall not be bound by the findings or recommendation of the
19 Planning Commission, and shall be entitled, but not required, to conduct an
20 independent review of the application. If, upon review, the City Council makes an
21 affirmative finding that the proposed operation will promote the overall health,
22 safety and welfare of the City's residents pursuant to section 18.49.110(B), and
23 does not find that the applicant fails to satisfy three or more of the factors set forth
24 in Section 18.49.110(B), the City Council shall grant the applicant a commercial
25 cannabis business permit.

26 C. The City Council may impose reasonable terms and conditions upon the use of the
27 commercial cannabis business permit that it deems necessary to ensure compliance
28 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

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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

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- 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

1 expiration, the affected commercial cannabis operation shall be required to cease
2 operation, and any continued operation after expiration is unlawful.

3 **Section 18.49.150 General Operating Standards and Restrictions.**

4 The following operating standards and restrictions shall apply to all commercial
5 cannabis operations and activities in the City, and shall be deemed conditions of
6 issuance and use of all commercial cannabis business permits:

- 7 A. Commercial cannabis operations shall comply with all applicable State laws and
8 regulations as well as the requirements of this chapter and other applicable City
9 laws and regulations.
- 10 B. All commercial cannabis activities shall be conducted within a fully enclosed
11 building or structure which shall be closed to the general public (except storefront
12 retailers may be open to the public during normal business hours pursuant to
13 Section 18.49.160). Neither cannabis nor cannabis products shall be visible from
14 the public right-of-way.
- 15 C. No person under twenty-one (21) years of age shall be allowed access to any
16 portion of the premises of any commercial cannabis operation at any time.
- 17 D. Signs shall be posted conspicuously on the premises indicating that the site is not
18 open to the public (except permitted storefront retailers need not post such signs)
19 and that minors are prohibited from entering the site.
- 20 E. Notwithstanding any other provision of this Code, all commercial cannabis
21 operation premises (except permitted storefront retailers) shall be screened to a
22 height of seven feet with fencing consisting of materials permitted by Suisun City
23 Code Chapter 18.34, as may be amended.
- 24 F. All premises must maintain the required lot setbacks pursuant to the City standards
25 applicable to the underlying zoning district in which the premises are located.
- 26 G. All premises must be equipped with an air treatment system sufficient to ensure
27 that off-site odors shall not result from its activities. The premises shall be
28 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:

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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.

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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.

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- 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

1 commercial cannabis business, unless such employee has obtained a
2 certificate of rehabilitation (expungement of felony record) under
3 California law or under a similar federal statute or state law where the
4 expungement was granted.

5 b. At the request of the commercial cannabis operation, the Director and
6 Police Chief shall determine the applicability of a waiver of this section to
7 a potential employee for good cause within a reasonable period of time
8 after a written request has been made to the Director and Police Chief for
9 such determination.

10 2. All employees and owners must possess a valid government issued (or
11 equivalent) form of identification containing an identifying photograph of the
12 employee, the name of the employee, the date of birth of the employee, and the
13 residential address of the employee or owner. Color copies of such
14 identification shall be maintained at the location of the commercial cannabis
15 operation. A valid California Driver's license will satisfy this requirement.

16 M. Commercial cannabis operations shall ensure at all times that all cannabis and
17 cannabis products on-site remains free of harmful contaminants, including but not
18 limited to pesticides, mold and fungus. Commercial cannabis operations shall
19 establish, implement, and at all times maintain written procedures to ensure
20 compliance with this subsection.

21 N. Commercial cannabis operations shall ensure that litter and waste, including
22 chemical and organic waste, are properly and regularly removed from the
23 premises, that waste disposal operating systems are maintained in an adequate
24 manner so as not to constitute a source of contamination in areas where cannabis is
25 exposed, and that hazardous materials and waste are properly stored, handled and
26 disposed of in accordance with applicable law. Commercial cannabis operations
27 shall establish, implement, and at all times maintain written procedures to ensure
28 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.

Type	Zone
Type 1A = Cultivation; Specialty Indoor; Small.	CSF
Type 1B = Cultivation; Specialty Mixed-Light; Small.	CSF
Type 2A = Cultivation; Indoor; Small.	CSF
Type 2B = Cultivation; Mixed-Light; Small.	CSF
Type 3A = Cultivation; Indoor; Medium	CSF
Type 3B = Cultivation; Mixed-Light; Medium	CSF
Type 4 = Cultivation; Nursery.	CSF
Type 5A = Cultivation; Indoor; Large.	CSF
Type 5B = Cultivation; Mixed-Light; Large.	CSF
Type 6 = Manufacturer 1 (extractions using mechanical methods or nonvolatile solvents).	CSF
Type 7 = Manufacturer 2 (extractions using volatile solvents).	CSF
Type N = Manufacturer (no extractions, pursuant to 17 CCR § 40118, and as may be amended).	CSF
Type P = Manufacturer (packaging and labeling only, pursuant to 17 CCR § 40118, and as may be amended).	CSF
Type 8 = Testing Laboratory.	CSF, CMU, DMU
Type 9 = Non-Storefront Retailer (by delivery only, pursuant to 16 CCR § 5414, and as may be amended).	CSF, DMU
Type 10 = Retailer.	CSF, CMU, DMU,

	MSMU
Type 11 = Distributor.	CSF
Type 12 = Microbusiness	CSF, CMU, DMU, MSMU
Type 13 = Distributor (transport only, pursuant to 16 CCR § 5315, and as may be amended).	CSF
Cultivation License Types for Indoor or Mixed-Light pursuant to 3 CCR § 8201, and as may be amended).	CSF
Type 14 = Consumption cafe/lounge	CMU, DMU, MSMU

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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.

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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

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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.

- 1 C. Distribution operations shall not conduct retail sales of cannabis or cannabis
2 products.
- 3 D. Distribution operations shall not distribute any cannabis or cannabis products to
4 retail operations unless such cannabis or cannabis products has been properly
5 tested and approved for retail sale pursuant to State law.
- 6 E. Upon demand by any City law enforcement officer, a distributor shall make
7 immediately available copies of any required shipping manifests as understood by
8 Section 26070(f) of the Business and Professions Code.

8 **Section 18.49.180 Commercial Cannabis Manufacturing Operating Standards
9 and Restrictions.**

10 Commercial cannabis operations involving the manufacturing of cannabis and
11 cannabis products in the City shall be subject to the general operating standards and
12 restrictions set forth in section 18.49.150 and to the following minimum standards and
13 restrictions, all of which shall be deemed conditions of any commercial cannabis
14 business permit for a manufacturing operation:

- 15 A. Manufacturing may be conducted only by commercial cannabis operations
16 possessing a valid and current manufacturing State license issued pursuant to
17 Division 10 of the Business & Professions Code (or pursuant to State regulations)
18 as well as a City-issued commercial cannabis business permit.
- 19 B. Manufacturer 1 (Type 6) permittees (as defined by Division 10 of the Business and
20 Professions Code) shall utilize only manufacturing processes that are either
21 solventless or that employ only nonflammable, nontoxic solvents that are generally
22 recognized as safe pursuant to the federal Food, Drug, and Cosmetic Act (21
23 U.S.C. Sec. 301 et seq.).
- 24 C. Manufacturer 2 (Type 7) permittees shall utilize only manufacturing processes that
25 use solvents exclusively within a closed-loop system that meets all of the
26 following requirements:
 - 27 1. The system uses only solvents that are generally recognized as safe pursuant to
28 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

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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.

1 H. All chemical waste and hazardous material used, generated or associated with the
2 operation must be disposed of in a manner which is approved by the Director
3 before disposal occurs, and which is compliant with all local, State and federal
4 guidelines for the disposal of hazardous materials.

5 I. The permittee must provide for and maintain a waste treatment system which is
6 approved by the Director so as to prevent contamination in areas where cannabis
7 or cannabis products may be exposed to waste or waste by-products.

8 **Section 18.49.190 Commercial Cannabis Testing Operating Standards and**
9 **Restrictions.**

10 Commercial cannabis operations involving the testing of cannabis and cannabis
11 products in the City shall be subject to the general operating standards and restrictions
12 set forth in section 18.49.150 and to the following minimum standards and
13 restrictions, all of which shall be deemed conditions of any commercial cannabis
14 business permit for a testing operation:

15 A. Testing may be conducted only by commercial cannabis operations possessing a
16 valid and current Type 8 (Testing Laboratory) State license issued pursuant to
17 Division 10 of the Business & Professions Code as well as a City-issued
18 commercial cannabis business permit.

19 B. Testing operations shall be and remain at all times independent from all other
20 persons and entities involved in commercial cannabis operations other than testing
21 operations.

22 C. Fire Safety Plan.

23 1. Testing operations shall not commence until written approval is received from
24 the Director for a completed Fire Safety Plan for the operation.

25 2. An application for a renewal of a Commercial Cannabis Operation Permit for
26 testing shall not be approved until an inspection of the site occurs by the
27 Director which affirms that both the operation remains in compliance with the
28 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 1. The permittee must provide for, maintain, and follow a detailed plan prepared
2 by a CIH, and approved by the Director, to ensure the appropriate health and
3 safety procedures including, but not limited to, procedures necessary to
4 control hazards, for use of proper protective equipment, product safety,
5 compliance with Cal OSHA limits, to provide specifications for ventilation
6 controls, and ensure environmental protections, are adopted and used by the
7 operation on a continuing basis.
- 8 2. The Director may establish further written requirements for the plan, including
9 but not limited to required inspections by the CIH and a hazardous materials
10 management plan. Upon reasonable determination by the Director, the
11 permittee shall be required to update or amend the approved plan to the
12 satisfaction of the Director.
- 13 F. All processing and analytical testing devices used by the operation must be UL
14 listed, or otherwise approved for the intended use by the Director. Any
15 processing devices using only non-pressurized water are exempt from such
16 approval.
- 17 G. Operation Requirements. The testing operation shall comply with the following
18 requirements:
- 19 1. Conduct all testing in a manner pursuant to Section 26100 of the Business
20 and Professions Code, and as amended, subject to State and local laws and
21 regulations.
- 22 2. Conduct all testing in a manner consistent with general requirements for the
23 competence of testing and calibration activities, including sampling using
24 verified methods.
- 25 3. Obtain and maintain ISO/IEC 17025 accreditation as required by the State.
- 26 4. Destroy the remains of the sample of cannabis or cannabis products upon the
27 completion of analysis as determined by the State through regulations.
- 28 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:

- 1 A. Cultivation may be conducted only by commercial cannabis operations possessing
2 a valid and current State license authorizing indoor or mixed-light (but not
3 outdoor) cultivation issued pursuant to Division 10 of the Business & Professions
4 Code (or State regulations), as well as a City-issued commercial cannabis business
5 permit.
6
7 B. Applications for a City-issued commercial cannabis business permit for cultivation
8 operations require a detailed description of the proposed operation's energy and
9 water usage plan, providing for best practices and leading industry practices in
10 efficient utilization of energy and water.
11
12 C. Water.
13
14 1. The water supply shall be sufficient for the operations intended, shall comply
15 with all State regulations, and shall be derived from a source that is a regulated
16 water system. Private water supplies shall be derived from a water source that
17 is capable of providing a safe, potable, and adequate supply of water to meet
18 the facility's needs.
19
20 2. Plumbing shall be of adequate size and design and adequately installed and
21 maintained to carry sufficient quantities of water to required locations
22 throughout the plant and that shall properly convey sewage and liquid
23 disposable waste from the facility. There shall be no cross-connections
24 between the potable and waste water lines.
25
26 D. Cannabis cultivation shall take place inside fully enclosed structures, and cannabis
27 cultivation areas shall be secured at all times and shall be separated from all other
28 portions of the premises.
29
30 E. Each building with a cultivation area shall have adequate storage space for
31 cannabis that has completed the cultivation process or is otherwise not being
32 cultivated. The storage areas shall be separated from the main entrance and lobby,
33 and shall be secured by a lock accessible only to employees of the permittee.
34
35 F. Electricity used for cannabis cultivation shall not exceed the rated wattage and
36 capacity of the circuit breaker.
37
38 G. Sufficient lighting must be used in all areas where cannabis is cultivated and
39 stored, and where equipment or utensils are cleaned, so that at all times the items
40 and activities in these areas are fully visible to both any security cameras covering
41 the areas as well as the naked eye. All lighting shall be shielded so as to
42 completely confine light and glare to the interior of the cannabis cultivation area.
43
44 H. Floors, walls, and ceilings in cultivation areas shall be constructed in such a
45 manner that they may be adequately cleaned and kept clean and kept in good
46 repair.

- 1 I. All chemical waste and hazardous material used, generated or associated with the
2 operation must be disposed of in a manner which is approved by the Director
3 before disposal occurs, and which is compliant with all local, State and federal
4 guidelines for the disposal of hazardous materials.
- 5 J. The permittee must provide for and maintain a waste treatment system which is
6 approved by the Director so as to prevent contamination in areas where cannabis
7 or cannabis products may be exposed to waste or waste by-products.

8 **Section 18.49.210 Application Fees.**

9 An application fee set by resolution of the City Council shall be required for formal
10 processing of every application made under this chapter. The City Council is
11 authorized to adopt resolutions to recover any and all fees and costs incurred in the
12 administration and enforcement of this chapter through an appropriate fee recovery
13 mechanism to be imposed upon commercial cannabis operations.

14 **Section 18.49.220 Commercial Cannabis Business Permit Suspension and
15 Revocation.**

- 16 A. The Director is authorized to suspend and/or revoke any commercial cannabis
17 business permit issued pursuant to this chapter upon the determination through
18 written findings of a failure to comply with any provision of this chapter, any
19 permit condition, or any agreement or covenant as required pursuant to this
20 chapter.
- 21 B. Prior to suspension or revocation of a commercial cannabis business permit, the
22 permittee shall be provided with a written notice which details the violation(s).
23 The permittee shall have seven (7) days to cure the violation to the satisfaction of
24 the Director. The seven (7) day cure period may be extended by the Director or the
25 City Council for reasonable cause.
- 26 C. The Director may suspend or revoke a commercial cannabis business permit if he
27 or she determines that any of the following have occurred:
 - 28 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.

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- 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.

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- 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.

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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.

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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.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this 17 day of March 2020.

Lori Wilson, Mayor

ATTEST:

Linda Hobson, City Clerk

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**APPROVED AS TO FORM
AND LEGAL CONTENT:**

Anthony R. Taylor, City Attorney

CERTIFICATION:

I, Linda Hobson, City Clerk of the City of Suisun, California, do hereby certify that Ordinance 678 was adopted by the City Council of the City of Suisun City at a regular meeting held on the 17 day of March, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Hobson, City Clerk
City of Suisun City, California

ORDINANCE NO.

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

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

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

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

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

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

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

WHEREAS, the MAUCRSA, at Business & Professions Code § 26200(a)(1), provides that local jurisdictions may completely prohibit the establishment or operation of any or all of the different medical and recreational business operations to be licensed by the state under Business & Professions Code § 26050; and

1 **WHEREAS**, the MAUCRSA, at Business & Professions Code § 26055(d), provides
2 that a State commercial cannabis license may not be issued to an applicant whose operations
would violate the provisions of any local ordinance or regulation; and

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

6 **WHEREAS**, the MAUCRSA, at Business & Professions Code Section 26201,
7 provides that any standards, requirements, and regulations regarding health and safety,
8 environmental protection, testing, security, food safety, and worker protections established by
9 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

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

13 **WHEREAS**, the AUMA, Health & Safety Code § 11362.2(b), explicitly allows a city
14 to “enact and enforce reasonable regulations to reasonably regulate” the cultivation of
15 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

16 **WHEREAS**, on November 16, 2017, the California Bureau of Cannabis Control
17 (“BCC”), Department of Food and Agriculture (“CDFA”), and Department of Public Health
18 (CDPH”) released proposed emergency regulations pursuant to the MAUCRSA, which
19 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

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

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

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

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

1 **WHEREAS**, the CDPH began accepting applications for temporary state licenses for
2 commercial cannabis manufacturers in December, 2017, and is now accepting applications for
3 annual state licenses for such activities; and

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

7 **WHEREAS**, the City of Suisun City (“City”) is a general law city and a political
8 subdivision of the State of California; and

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

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

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

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

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

28 **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

1 and 18.59 of the Suisun City Code in their entirety in order to avoid conflicts and
2 inconsistencies in the Suisun City Code; and

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

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

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

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

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

- 14 A. The recitals set forth above are all true and correct and are incorporated herein.
- 15 B. The regulation of, and prohibitions on, commercial cannabis activities
16 established by this ordinance are necessary to protect the public health, safety
17 and welfare, and are enacted pursuant to the authority granted to the City of
18 Suisun City by state law.
- 19 C. The regulations of personal cultivation of cannabis established by this
20 Ordinance are reasonable and necessary to protect the public health, safety and
21 welfare, and are enacted pursuant to the authority granted to the City of Suisun
22 City by state law.

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

25 **SECTION 3. follows:**

26 **Chapter 18.49 CANNABIS REGULATORY PROGRAM**

- 27 Section 18.49.010 Purpose and Intent.
- 28 Section 18.49.020 Definitions.
- Section 18.49.030 Commercial Cannabis Operations Prohibited without Permit.
- Section 18.49.040 Prohibited Types of Commercial Cannabis Operations.
- Section 18.49.050 Permitted Types of Commercial Cannabis Operations.
- Section 18.49.060 Cannabis Business Zone; Establishment and Criteria.
- Section 18.49.070 Cannabis Business Zone Development Agreements.
- Section 18.49.080 Commercial Cannabis Business Permit Required for All
Commercial Cannabis Operations.
- Section 18.49.090 Application for Commercial Cannabis Business Permit.
- Section 18.49.100 Director Review of Application for Commercial Cannabis
Business Permit.

- 1 Section 18.49.110 Planning Commission Review of Application for Commercial Cannabis Business Permit.
- 2 Section 18.49.120 City Council Review of Application for Commercial Cannabis Business Permit.
- 3 Section 18.49.130 Continuing Obligations of Commercial Cannabis Operations.
- 4 Section 18.49.140 Renewal of Commercial Cannabis Business Permit.
- 5 Section 18.49.150 General Operating Standards and Restrictions.
- 6 Section 18.49.160 Commercial Cannabis Retailer (Storefront and Non-Storefront): Establishment, Operating Standards and Restrictions.
- 7 Section 18.49.170 Commercial Cannabis Distribution Operating Standards and Restrictions.
- 8 Section 18.49.180 Commercial Cannabis Manufacturing Operating Standards and Restrictions.
- 9 Section 18.49.190 Commercial Cannabis Testing Operating Standards and Restrictions.
- 10 Section 18.49.200 Commercial Cannabis Cultivation Operating Standards and Restrictions.
- 11 Section 18.49.210 Application Fees.
- 12 Section 18.49.220 Commercial Cannabis Business Permit Suspension and Revocation.
- 13 Section 18.49.230 Cultivation of Cannabis for Personal Use.
- 14 Section 18.49.240 Administration.
- 15 Section 18.49.250 Violations and Penalties.
- 16 Section 18.49.260 Prohibitions.
- 17 Section 18.49.270 Nonconforming Use.

16 **Section 18.49.010 Purpose and Intent.**

17
18 The purpose and intent of this chapter is to protect and promote the public health,
19 safety and welfare of residents and visitors of the City by establishing a
20 comprehensive set of regulations and prohibitions regarding various types of
21 commercial medicinal and adult-use cannabis activities and the cultivation of cannabis
22 for personal use in the City, in a manner that is consistent with the Compassionate Use
23 Act of 1996, the Medical Marijuana Program Act of 2003, the Medical Cannabis
24 Regulation and Safety Act of 2015, the Adult-Use of Marijuana Act of 2016, the
25 Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and
26 other applicable state laws governing cannabis activities.

23 **Section 18.49.020 Definitions.**

24
25 As used in this chapter, the following words and phrases shall have the following
26 meanings:

- 26 A. “Adult-use” (or non-medicinal) refers to an activity involving cannabis or cannabis
27 products that is restricted to adults 21 years of age and over and who do not
28 possess physician’s recommendations, in contrast to activities involving medicinal
cannabis or medicinal cannabis products.

- 1 B. "Applicant" means a person applying for any City permit or approval pursuant to
2 this chapter.
- 3 C. "Application" means an application for a commercial cannabis business permit
4 pursuant to this chapter.
- 5 D. "Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*,
6 or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin,
7 whether crude or purified, extracted from any part of the plant; and every
8 compound, manufacture, salt, derivative, mixture, or preparation of the plant, its
9 seeds, or resin. "Cannabis" also means the separated resin, whether crude or
10 purified, obtained from cannabis. "Cannabis" does not include the mature stalks of
11 the plant, fiber produced from the stalks, oil or cake made from the seeds of the
12 plant, any other compound, manufacture, salt, derivative, mixture, or preparation
13 of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or
14 the sterilized seed of the plant which is incapable of germination.
- 15 E. "Cannabis Business Zone" or "CBZ" refers to an overlay zoning designation that
16 is intended to facilitate the use and development of property for commercial
17 cannabis activities on non-residential-zoned land within the City, subject to section
18 18.49.060 and other applicable provisions of this chapter.
- 19 F. "Cannabis concentrate" means cannabis that has undergone a process to
20 concentrate one or more active cannabinoids, thereby increasing the product's
21 potency. Resin from granular trichomes from a cannabis plant is a concentrate for
22 purposes of this chapter. A cannabis concentrate is not considered food, as defined
23 by Section 109935 of the Health & Safety Code, or a drug, as defined by Section
24 109925 of the Health & Safety Code.
- 25 G. "Cannabis products" means cannabis that has undergone a process whereby the
26 plant material has been transformed into a concentrate, including, but not limited
27 to, concentrated cannabis, or an edible or topical product containing cannabis or
28 concentrated cannabis and other ingredients.
- 29 H. "CDTFA" means the California Department of Tax and Fee Administration,
30 formerly known as the Board of Equalization.
- 31 I. "City Manager" means the City Manager of the City of Suisun City, or his or her
32 designee(s).
- 33 J. "Commercial cannabis activity" or "commercial cannabis operation" includes the
34 cultivation, possession, manufacture, distribution, processing, storing, laboratory
35 testing, packaging, labeling, transportation, delivery, or sale (including retail and
36 wholesale) of cannabis and cannabis products, except cultivation and possession of
37 cannabis for personal use as set forth in this chapter or as preempted by state law.

- 1 K. “Commercial cannabis business permit” means a permit issued by the City
2 pursuant to this Chapter which authorizes the permittee to operate a specific type
3 of commercial cannabis operation in the City subject to the requirements of this
4 chapter, state law, and the specific terms and conditions of the permit.
- 5 **L. “Consumption cafe/lounge,” for the onsite retail sale and consumption of**
6 **cannabis or cannabis products.**
- 7 M. “CSF” means the City’s Commercial Services Fabrication Zone.
- 8 N. “Cultivation” means any activity involving the planting, growing, harvesting,
9 drying, curing, grading or trimming of cannabis.
- 10 O. “Cultivation site” means a location where cannabis is planted, grown, harvested,
11 dried, cured, graded, or trimmed, or a location where any combination of these
12 activities occurs.
- 13 P. “Day care center” means, as the term is understood in Business & Professions
14 Code Section 26001(o), as may be amended, any child day care facility other than
15 a family day care home, and includes infant centers, preschools, extended day care
16 facilities, and school age child care centers.
- 17 Q. “Delivery” means the commercial transfer of cannabis or cannabis products to a
18 customer, and includes the use by a retailer of any technology platform.
- 19 R. “Director” means the ~~Development Services Director~~ **City Manager** of the City of
20 Suisun City, or his or her designee(s).
- 21 S. “Distribution” means the procurement, sale and transport of cannabis and cannabis
22 products between persons possessing state licenses.
- 23 T. “Employee” means any person, whether paid or unpaid, who provides regular
24 labor or regular services for a commercial cannabis operation, including, but not
25 limited to, at the location of a commercial cannabis operation. The term
26 “employee” includes managers and owners as used in this chapter.
- 27 U. “Extraction” means the process of obtaining cannabis concentrates from cannabis
28 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.

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- 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 re-labels 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,

1 syndicate, or any other group or combination acting as a unit, and includes the
2 plural as well as the singular.

3 II. "Physician's recommendation" means a determination from a physician that a
4 patient's medicinal cannabis use is deemed appropriate and is recommended by the
5 physician on the basis of the physician has determined that the patient's health
6 would benefit from the use of cannabis in the treatment of cancer, anorexia, AIDS,
7 chronic pain, spasticity, glaucoma, arthritis, migraine, or any other illness for
8 which cannabis provides relief, in strict accordance with the Compassionate Use
9 Act of 1996 (Proposition 215), and as understood by Section 11362.5 of the Health
10 and Safety Code.

11 JJ. "Premises" means the designated structure or structures and the surrounding land
12 that is owned, leased, or otherwise held under the control of an applicant or
13 permittee where commercial cannabis activity will be or is conducted.

14 KK. "Primary caregiver" has the same meaning as in Section 11362.7 of the
15 Health and Safety Code, as may be amended.

16 LL. "Private residence" has the same meaning as in 11362.2(b)(5) of the Health and
17 Safety Code, as may be amended, which provides that private residence "means a
18 house, an apartment unit, a mobile home, or other similar dwelling."

19 MM. "Qualified patient" has the same meaning as in Section 11362.7 of the
20 Health and Safety Code, as may be amended.

21 NN. "Retailer" means a cannabis business that engages in the retail sale of cannabis
22 or cannabis products to customers, whether by delivery or from a storefront.
23 "Retailer" includes "storefront retailer" and "non-storefront retailer."

24 OO. "RFA" means "request for applications."

25 PP. "School" means, as the term is understood in Business & Professions Code
26 Section 26054(b), as may be amended, as a place of instruction in kindergarten or
27 any grades 1 through 12.

28 QQ. "Simple lease" means a real property lease which does not authorize the
lessee to undertake significant development of, or make significant improvements
to, the leased property.

RR. "State" means the State of California.

SS. "Storefront retailer/dispensary" means a retailer operating pursuant to a Type 10
State License and engaging in the retail sale of cannabis and cannabis products to
walk-in customers from a storefront, commonly referred to as a dispensary.
Storefront retailers may also engage in the retail sale of cannabis and cannabis
products by delivery.

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TT. “Testing laboratory” or “testing” means a laboratory, facility, or entity in the State that offers or performs tests of cannabis or cannabis products; includes the activity of laboratory testing.

UU. “Youth center” means, as the term is understood in Business & Professions Code Section 26001(av), as may be amended, any public or private facility that is primarily used to host recreational or social activities for minors, including but not limited to private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.

Section 18.49.030 Commercial Cannabis Operations Prohibited without Permit.

It shall be unlawful to own, establish, operate, use or permit the establishment or activity of a commercial cannabis operation, or to participate in commercial cannabis operations as an employee, contractor, agent, volunteer, or in any manner or capacity, unless such operation is: (1) pursuant to a current and valid City of Suisun City commercial cannabis business permit issued pursuant to this chapter; (2) pursuant to an equivalent State license for the type of commercial cannabis operation being conducted, pursuant to Division 10 of the Business & Professions Code, as amended, and applicable State regulations promulgated pursuant thereto; and (3) in compliance all the other applicable requirements of this chapter. The prohibition of this section shall include renting, leasing, or otherwise permitting a commercial cannabis operation to occupy or use a location, vehicle, or other mode of transportation.

Section 18.49.040 Prohibited Types of Commercial Cannabis Operations.

A. Commercial cannabis operations (including non-profit operations) within the City which involve the activities of outdoor cultivation ~~and microbusiness~~ are prohibited in the City. This prohibition includes, but is not limited to, commercial cannabis activities licensed by the State license classifications listed below, as provided for in Business & Professions Code Section 26050 and applicable State regulations:

- 1. Type 1= Cultivation; Specialty Outdoor; Small.
- 2. Type 1C = Cultivation; Specialty Cottage; Small.
- 3. Type 2 = Cultivation; Outdoor; Small.
- 4. Type 3= Cultivation; Outdoor; Medium.
- 5. Type 5 = Cultivation; Outdoor; Large.
- ~~6. Type 12 = Microbusiness~~

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-

1 referenced activities or similar operations (including non-profit, collective or
2 cooperative operations.)

3 Section 18.49.050 Permitted Types of Commercial Cannabis Operations.

4 A. Commercial cannabis operations (including non-profit operations) within the City,
5 which comprise the activities of indoor cultivation, mixed-light cultivation,
6 retailer, non-storefront retailer, manufacturer, testing or distributor are allowed
7 subject to issuance and maintenance of a valid and current City-issued commercial
8 cannabis business permit, continuing compliance with this chapter and all other
9 applicable City and State laws and regulations, and issuance and maintenance of a
10 valid and current State license of a type listed below, as provided for in Business
11 & Professions Code Section 26050 and applicable State regulations:

- 12 1. Type 1A = Cultivation; Specialty Indoor; Small.
- 13 2. Type 1B = Cultivation; Specialty Mixed-Light; Small.
- 14 3. Type 2A = Cultivation; Indoor; Small.
- 15 4. Type 2B = Cultivation; Mixed-Light; Small.
- 16 5. Type 3A = Cultivation; Indoor; Medium.
- 17 6. Type 3B = Cultivation; Mixed-Light; Medium.
- 18 7. Type 4 = Cultivation; Nursery.
- 19 8. Type 5A = Cultivation; Indoor; Large.
- 20 9. Type 5B = Cultivation; Mixed-Light; Large.
- 21 10. Type 6 = Manufacturer 1 (extractions using mechanical methods or nonvolatile
22 solvents).
- 23 11. Type 7 = Manufacturer 2 (extractions using volatile solvents).
- 24 12. Type N = Manufacturer (no extractions, pursuant to 17 CCR § 40118, and as
25 may be amended).
- 26 13. Type P = Manufacturer (packaging and labeling only, pursuant to 17 CCR §
27 40118, and as may be amended).
- 28 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**

22 B. The requirements provided by above subsection (A) apply to any similar activities
23 authorized under new or revised State licenses, or any other State authorization, to
24 allow any type, category, or classification of commercial cannabis activities which
25

1 involve the above-referenced activities or similar operations (including non-profit,
2 collective or cooperative operations.)

- 3 C. All permitted commercial cannabis uses, with the exception of a storefront retailer,
4 must operate within a Cannabis Business Zone pursuant to Sections 18.49.060 and
5 18.49.070. Storefront retailers are limited to ~~one~~ **three** within the City limits and
6 restricted to the CSF Zone pursuant to Section 18.49.160.

7 **Section 18.49.060 Cannabis Business Zone; Establishment and Criteria.**

- 8 A. No commercial cannabis operation or activity, other than a storefront retailer
9 pursuant to Section 18.49.160, shall be permitted to operate anywhere in the City
10 other than in a Cannabis Business Zone.

- 11 B. The Cannabis Business Zone is an overlay zoning designation that is intended to
12 facilitate the use and development of property for commercial cannabis activities
13 on non-residential-zoned land within the City.

- 14 C. Establishment of a Cannabis Business Zone does not limit, reduce, or alter the uses
15 allowed pursuant to the base zoning designation of any property or area to which it
16 applies.

- 17 D. Under no circumstances shall any property or area located within ~~any of the~~
18 ~~following~~ residential zones (RL, RM, RH1, RH2, RMU) or within the Waterfront
19 District Specific Plan (RLD, RMD, HR, RHD, HLC) ~~of the City~~ receive a
20 Cannabis Business Zone designation.

- 21 E. Under no circumstances shall any area located within 600 feet of a school, day
22 care center or youth center receive a Cannabis Business Zone designation. If a
23 property or area is located within 1,000 feet of an established Cannabis Business
24 Zone, the property or area shall not be designated as a separate Cannabis Business
25 Zone. Distances shall be measured as the shortest horizontal distance measured in
26 a straight line from the property line of one site to the property line of another site.

- 27 ~~F. A Cannabis Business Zone shall be a contiguous area and shall be at least 10 acres
28 in size, with the exception that the City Council may approve a Cannabis Business
Zone of less than 10 acres in size upon a finding that the smaller area is in the best
interests of the public health, safety and welfare of the residents of the City.~~

- F.** Application Submittal and Review

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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.

1 b. In reviewing an application for a CBZ, the City Council shall find that the
2 proposed cannabis uses will not adversely impact the existing community.
3 Potential adverse impacts include, but are not limited to, increases in criminal
4 activity and the creation of nuisances, including but not limited to detrimental
odors and emissions.

5 **H.** Development Agreement. Due to the complexity of implementing development
6 within a Cannabis Business Zone, in order to define the interests of the City,
7 Cannabis Business Zone applicants, and commercial cannabis business permit
8 applicants, and to further the overall public health, safety and welfare of the
9 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.

10 **Section 18.49.070 Cannabis Business Zone Development Agreements.**

11 **A. Development Agreement Requirements.**

- 12 1. Each applicant for establishment of a Cannabis Business Zone pursuant to
13 Section 18.49.060, concurrently with CBZ application review, shall apply for
14 and negotiate, in good faith, terms of a development agreement to guide
15 subsequent development and operation of cannabis-related uses within the
16 CBZ. Prior to commencement of any commercial cannabis operations or
17 issuance of any certificate of occupancy for such operations within the CBZ,
18 the City and the CBZ applicant shall execute an appropriate development
19 agreement pursuant to this section. All real property located within the CBZ in
20 which the CBZ applicant holds a legal or equitable interest, greater than a
21 simple lease, shall be subject to the development agreement.
- 22 2. The development agreement shall set forth the terms and conditions under
23 which the subject commercial cannabis operation(s) will operate, which may,
24 in addition to the requirements of this chapter, include, but not be limited to,
25 public outreach and education, community service, payment of fees and other
26 charges as mutually agreed, and such other terms and conditions that will
27 protect and promote the public health, safety, and welfare of the residents of
28 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. ~~Notwithstanding the foregoing, if such owners
do not operate or propose to operate or authorize the operation of a commercial
cannabis business exceeding 10,000 square feet or involving significant
development or improvement of their CBZ-zoned property (as determined by~~

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~~the Director in his or her sole discretion), such owners shall not be obligated to apply for or enter into a development agreement unless and until such an operation is proposed.~~

4. Term Limits; Renewal. The maximum term for any development agreement entered into pursuant to this section ~~shall be two years~~ **shall 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. ~~provided that the development agreement is subject to renewal on an annual or biennial basis. All renewals shall be subject to approval the City Council.~~ 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. ~~A qualified applicant is any person who holds a legal or equitable interest, greater than a simple lease, in real property located within a Cannabis Business Zone. Qualified applicants shall provide proof of their legal or equitable interests in the real property subject to the proposed agreement, and proof of the authority of the agent or representative to act for the applicant, if applicable. Said proof of ownership interest and proof of authority shall be subject to review and approval by the City Attorney only a City approved entity.~~
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.

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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 ~~shall~~ **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

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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

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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.

~~a. If the transferee will engage in or authorize commercial cannabis activity on the transferred property, but the area of the real property to which title is being transferred is less than 10,000 square feet, the assignment and assumption pursuant to subparagraph (E)(1) 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.~~

~~b. If the transferee will engage in or authorize commercial cannabis activity on the transferred property, but such activity will not involve significant new or ongoing development or improvement thereof, as determined by the Director in his or her discretion, the assignment and assumption pursuant to subparagraph (E)(1) shall be required, but upon expiration of the then-existing term of the development agreement, the transferee shall not be obligated to enter into a new or renewed development agreement pertaining to the transferred real property.~~

5. Leases. ~~In the event that~~ All real property is subject to a development agreement pursuant to this section ~~is leased~~.

~~a. If the lease is a simple lease, the lessee shall not be subject to the development agreement, and the obligations under the development agreement shall remain with the lessor.~~

~~b. If the lease is a ground lease, the lessor and lessee may negotiate between them as to which party shall bear the obligations under the development~~

~~agreement during the life of the lease, except that the lessor shall not be relieved of any obligations under the development agreement without the prior written consent of the City pursuant to subparagraph (E)(2).~~

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 ~~shall~~ **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

1 shall obtain a commercial cannabis business permit from the City under the terms
2 and conditions set forth in this chapter in addition to an equivalent, valid and
3 current State license issued pursuant to Division 10 of the Business & Professions
4 Code, as amended.

5 B. Commercial cannabis business permits issued pursuant to this chapter shall
6 ~~automatically expire annually~~ **be renewed annually** after their date of issuance
7 **subject to ministerial review**, unless otherwise expressly provided.

8 C. The issuance of a commercial cannabis business permit shall constitute a revocable
9 privilege and shall not create or establish any vested rights for the development or
10 use of any property.

11 D. Conditions necessary for the continuing validity of a commercial cannabis
12 business permit include:

13 1. Strict adherence to each and every applicable requirement of this chapter and
14 Code, as well as any further applicable requirements, including administrative
15 regulations, adopted by the City.

16 2. Maintaining an equivalent, current and valid State license issued pursuant to
17 Division 10 of the Business & Professions Code, as amended. Revocation,
18 suspension or expiration of a required State license shall automatically
19 invalidate the commercial cannabis business permit.

20 3. Allowing City code enforcement, **fire officials** and police officers to conduct
21 reasonable inspections, at the discretion of the City, of the location of the
22 commercial cannabis operation, including but not limited to inspection of
23 security, inventory, and written and electronic records, recordings and files
24 pertaining to the commercial cannabis operation, for the purposes of ensuring
25 compliance with this Code and State law.

26 4. Maintaining valid and current contact information on file with the City for the
27 owner(s) and manager(s) of the commercial cannabis operation, and that of the
28 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.

- 1 B. An application for a commercial cannabis business permit shall include, but not be
2 limited to, the following information:
- 3 1. The full name, address, e-mail address, and phone number of the applicant.
- 4 2. The street address, assessor's parcel number, and total square footage of the
5 premises where the commercial cannabis operation will be located, and a
6 description of the characteristics of the area surrounding the premises.
- 7 ~~3. If the applicant is not the property owner, the full name, address, e-mail
8 address, and phone number of the owner and any sub-lessor of the premises of
9 the proposed commercial cannabis operation.~~
- 10 3. If the applicant is not the property owner, a notarized acknowledgment from
11 the property owner consenting to the operation of the proposed commercial
12 cannabis operation on the premises.
- 13 4. The full names, addresses, e-mail addresses, and phone numbers of all persons
14 who will be responsible for or who will participate in the management of the
15 proposed commercial cannabis operation.
- 16 5. A list of the full names of all ~~individuals who are current or prospective~~
17 ~~employee's~~ **manager and owner** of the proposed commercial cannabis
18 operation, along with any other identifying information requested by the
19 Director.
- 20 a. For each ~~manager and owner current or prospective employee~~ identified,
21 a color photocopy of either a valid California Driver's license or equivalent
22 identification approved by the Director.
- 23 b. For each ~~manager and owner current or prospective employee~~ identified,
24 and for all owners of the proposed operation, a written and signed consent
25 form provided by the City whereby the employee consents to fingerprinting
26 and a State and federal criminal history background check. At the
27 discretion of the City and in compliance with State law, the City may use
28 live scan to perform criminal background checks.
- 29 c. For each ~~manager and owner current or prospective employee~~ identified,
30 a check for payment of the appropriate fees to the City to cover the costs of
31 performing the required criminal history background check.
- 32 6. The name, e-mail address and phone number of an employee designated as
33 Community Outreach Manager, who shall be responsible for outreach and
34 communication with the surrounding community.

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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.

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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.

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- 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.

Section 18.49.110 Planning Commission Review of Application for Commercial Cannabis Business Permit.

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- 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

1 application is deemed qualified by the Director, and shall provide a written
2 recommendation on the application to the City Council.

3 B. The Planning Commission shall recommend approval of a qualified application to
4 the City Council only upon making a positive finding that the proposed operation
5 will promote the overall health, safety and welfare of the City's residents, based on
6 consideration of the following factors:

- 7 1. The proposed operating procedures are detailed, comprehensive, and
8 consistent with best practices and industry standards.
- 9 2. The proposed security plan is thorough and establishes high standards for
10 public safety, and for protection of cannabis and cannabis products against
11 theft and diversion to unlawful uses.
- 12 3. The exterior appearance of the premises of the proposed operation is
13 aesthetically pleasing and architecturally consistent with surrounding uses.
- 14 4. The proposed operation is compatible with surrounding land uses.
- 15 5. The proposed operation will provide economic benefits to the City.
- 16 6. The proposed operation will provide employment opportunities for City
17 residents.
- 18 7. The proposed operation will positively impact the community, based on
19 factors such as, without limitation, whether and to what extent the proposed
20 operation will offer or engage in community service, education, outreach
21 and engagement programs.
- 22 8. The proposed operation will be sensitive to community concerns and is not
23 likely to result in negative or nuisance impacts on the community.
- 24 9. The proposed operation will maintain best practices with regards to
25 sanitation, cleanliness, and handling, treatment and disposal of waste,
26 contaminants and hazardous materials.
- 27 10. The proposed operation will make efficient and safe use of energy, water
28 and other resources.
11. The proposed operation is in compliance with the California Environmental
Quality Act.
12. The proposed operation is adequately capitalized.

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- 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.

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- 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.

1 **Section 18.49.140 Renewal of Commercial Cannabis Business Permit.**

2 A. The following procedure shall govern the process for renewal of a commercial
3 cannabis business permit:

4 **1. Commercial cannabis business permits issued pursuant to this chapter**
5 **shall be renewed annually after their date of issuance subject to**
6 **ministerial review, unless otherwise expressly provided. The following will**
7 **be checked, but not limited to:**

- 8 **i. Calls for Service**
- 9 **ii. Loitering**
- 10 **iii. Public nuisance violations, etc.**

11 2. A permit holder may apply to the Director for renewal of an existing permit no
12 less than sixty (60) days, but no more than ninety (90) days, prior to the
13 permit's expiration date.

14 3. Application for renewal shall be made through submittal of a commercial
15 cannabis business permit renewal application form provided by the City.

16 4. Applications for renewal shall contain all information and documentation
17 required by Section 18.49.090 for applications for new commercial cannabis
18 permits, except as may be waived by the Director based on a finding that
19 certain required information is already possessed by the City, and upon receipt
20 of a certification from the permit holder to the effect that the information
21 remains up to date and has not changed since it was submitted to the City. A
22 storefront retailer permitted pursuant to an RFA process shall be treated the
23 same as all other commercial cannabis business permit holders for purposes of
24 renewal.

25 5. If a permit holder files a renewal application less than sixty (60) days prior to
26 permit expiration, the holder must provide a written explanation detailing the
27 circumstances surrounding the late filing.

28 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

1 State laws and regulations, the Director shall approve the application and renew
2 the permit. If the Director determines that the commercial cannabis operation has
3 not remained in compliance, the Director shall deny the application. Decisions of
4 the Director may be appealed to the City Council for review in accordance with
5 the provisions of Section 18.49.220(E) of this chapter.

- 6 C. A commercial cannabis business permit is immediately invalid upon its expiration
7 date if it is not renewed by such date (with the exception of extensions pursuant to
8 Section 18.49.140(A)(5)). In the event the permit is not renewed prior to
9 expiration, the affected commercial cannabis operation shall be required to cease
10 operation, and any continued operation after expiration is unlawful.

11 **Section 18.49.150 General Operating Standards and Restrictions.**

12 The following operating standards and restrictions shall apply to all commercial
13 cannabis operations and activities in the City, and shall be deemed conditions of
14 issuance and use of all commercial cannabis business permits:

- 15 A. Commercial cannabis operations shall comply with all applicable State laws and
16 regulations as well as the requirements of this chapter and other applicable City
17 laws and regulations.
- 18 B. All commercial cannabis activities shall be conducted within a fully enclosed
19 building or structure which shall be closed to the general public (except ~~that the~~
20 ~~one-permitted~~ storefront retailers) may be open to the public during normal
21 business hours pursuant to Section 18.49.160). Neither cannabis nor cannabis
22 products shall be visible from the public right-of-way.
- 23 C. No person under twenty-one (21) years of age shall be allowed access to any
24 portion of the premises of any commercial cannabis operation at any time.
- 25 D. Signs shall be posted conspicuously on the premises indicating that the site is not
26 open to the public (except ~~that the one~~ permitted storefront retailers) need not post
27 such signs) and that minors are prohibited from entering the site.
- 28 E. Notwithstanding any other provision of this Code, all commercial cannabis
operation premises (except ~~the one~~ 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

1 designed to provide sufficient odor absorbing ventilation and exhaust systems so
2 that any odor generated inside the location of the commercial cannabis operation is
3 not detected outside the building, on adjacent properties or public rights-of-way, or
4 within any other unit located within the same building as the commercial cannabis
5 operation, if the use occupies a portion of a building.

6 H. All commercial cannabis operations shall maintain the following security
7 standards:

- 8 1. If the premises are available for public access, such access must be through a
9 single secured vestibule area designed to allow for identification confirmation
10 prior to entry into the main lobby area.
- 11 2. All areas of the premises where cannabis or cannabis products are cultivated,
12 tested, manufactured, or stored shall be separated from any areas which are
13 available to public access, and shall be secured by lock accessible only to
14 authorized personnel of the commercial cannabis operation.
- 15 3. All authorized personnel of commercial cannabis operations shall wear badges
16 or other identification issued by the owner of the operation at all times while
17 on the premises.
- 18 4. All premises shall be equipped with high definition security surveillance
19 cameras, which shall be installed and maintained in good condition at all times.
20 The security surveillance camera system shall be in continuous use 24 hours
21 per day, seven days per week, and shall be capable of monitoring all doors,
22 windows, parking lots, areas where cannabis or cannabis products are located,
23 areas adjacent to the exterior walls of all buildings and structures on the
24 premises, and other areas as deemed necessary by the Director. Recordings
25 generated by the security surveillance camera system shall be maintained by
26 the commercial cannabis operation for a minimum of 90 days. The recording
27 system must be capable of exporting the recorded video in standard MPEG
28 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.

- 1 7. The premises shall be equipped with a centrally-monitored fire and burglar
2 alarm system and monitored by an alarm company properly licensed by the
3 State of California Department of Consumer Affairs Bureau of Security and
4 Investigative Services in accordance with Business & Professions Code
5 Sections 7590 et seq., and whose agents are properly licensed and registered
6 under applicable law, all subject to approval by the Director.
- 7 8. The premises shall have one or more secured transport areas from which all
8 vehicular transportation of cannabis and cannabis products to and from the
9 premises shall occur.
- 10 9. At least one security guard licensed by and in good standing with the Bureau
11 of Security and Investigative Services shall be on the premises at all times. The
12 number of security personnel required to be present on any premises at any
13 time, or at all times, may be adjusted as deemed necessary by the Director in
14 consultation with the City's Chief of Police.
- 15 10. If security bars for doors or windows are used, such security bars shall be
16 placed on the interior side of such doors and windows, and must comply with
17 applicable State building standards.
- 18 11. Commercial cannabis operations must designate an employee to act as a liaison
19 to the City and its Police Department and must provide the City and its Police
20 Department with the phone number and email address of the liaison. The
21 liaison shall be reasonably available to meet with City or Police Department
22 officials representatives as requested by the City or its Police Department.
- 23 12. Commercial cannabis operations must report any of the following occurrences
24 to the Police Department within twenty-four (24) hours of discovery thereof:
 - 25 a. Suspected theft of inventory or equipment, or significant unexplained
26 discrepancies relating thereto;
 - 27 b. Security breaches, including but not limited to burglaries;
 - 28 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

1 insurance requirements as provided for by this chapter, local law and State law.
2 Minimum insurance levels shall be determined by the Director after an assessment
3 of the risks posed by the commercial cannabis operation, including provision for
4 meeting the requirements of Section 18.49.130(A)(1). The City shall be named as
5 an additional insured on all required policies.

6 J. Commercial cannabis operations shall maintain on-site the following records in
7 paper or electronic form:

- 8 1. The full name, address, and telephone number of the owner and any lessee of
9 the property.
- 10 2. The name, date of birth, and telephone number, and job title or position of each
11 employee of the commercial cannabis operation.
- 12 3. Copies of all required State licenses.
- 13 4. An inventory record documenting the dates and amounts of cannabis and
14 cannabis products received at the site, the daily amounts of cannabis and
15 cannabis products on the site, and the daily amounts of cannabis and cannabis
16 products leaving the site for any reason, including but not limited to sale,
17 delivery and distribution.
- 18 5. A written accounting of all expenditures, costs, revenues and profits of the
19 commercial cannabis operation, including but not limited to cash and in-kind
20 transactions.
- 21 6. A copy of all insurance policies held by or related to the commercial cannabis
22 operation.
- 23 7. A copy of the commercial cannabis operation's financial statement and tax
24 return for the most recent previous year.
- 25 8. A copy of the required valid and current State license and City-issued
26 commercial cannabis business permit.

27 K. All records required to be maintained by commercial cannabis operations pursuant
28 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.

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- 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 ~~one~~ 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 ~~CSF (Commercial Services and Fabricating) zone~~ 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.

Type	Zone
<u>Type 1A = Cultivation; Specialty Indoor; Small.</u>	<u>CSF</u>
<u>Type 1B = Cultivation; Specialty Mixed-Light; Small.</u>	<u>CSF</u>
<u>Type 2A = Cultivation; Indoor; Small.</u>	<u>CSF</u>
<u>Type 2B = Cultivation; Mixed-Light; Small.</u>	<u>CSF</u>
<u>Type 3A = Cultivation; Indoor; Medium</u>	<u>CSF</u>
<u>Type 3B = Cultivation; Mixed-Light; Medium</u>	<u>CSF</u>
<u>Type 4 = Cultivation; Nursery.</u>	<u>CSF</u>
<u>Type 5A = Cultivation; Indoor; Large.</u>	<u>CSF</u>
<u>Type 5B = Cultivation; Mixed-Light; Large.</u>	<u>CSF</u>
<u>Type 6 = Manufacturer 1 (extractions using mechanical methods or nonvolatile solvents).</u>	<u>CSF</u>
<u>Type 7 = Manufacturer 2 (extractions using volatile solvents).</u>	<u>CSF</u>
<u>Type N = Manufacturer (no extractions, pursuant to 17 CCR § 40118, and as may be amended).</u>	<u>CSF</u>

1	<u>Type P = Manufacturer (packaging and labeling only, pursuant to 17 CCR § 40118, and as may be amended).</u>	<u>CSF</u>
2	<u>Type 8 = Testing Laboratory.</u>	<u>CSF, CMU, DMU</u>
3	<u>Type 9 = Non-Storefront Retailer (by delivery only, pursuant to 16 CCR § 5414, and as may be amended).</u>	<u>CSF, DMU</u>
4	<u>Type 10 = Retailer.</u>	<u>CSF, CMU, DMU, MSMU</u>
5	<u>Type 11 = Distributor.</u>	<u>CSF</u>
6	<u>Type 12 = Microbusiness</u>	<u>CSF, CMU, DMU, MSMU</u>
7	<u>Type 13 = Distributor (transport only, pursuant to 16 CCR § 5315, and as may be amended).</u>	<u>CSF</u>
8	<u>Cultivation License Types for Indoor or Mixed-Light pursuant to 3 CCR § 8201, and as may be amended).</u>	<u>CSF</u>
9	<u>Type 14 = Consumption cafe/lounge</u>	<u>CMU, DMU, MSMU</u>

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 ~~cultivate or sell cannabis plants, whether or not such plants are~~ 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.

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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

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- 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.

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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:

- 1 A. Distribution may be conducted only by commercial cannabis operations possessing
2 a valid and current Type 11 (Distributor) State license issued pursuant to Division
3 10 of the Business & Professions Code, or a Type 13 (Distributor – Transport
4 Only) State license pursuant to 16 CCR §5315, as well as a City-issued
5 commercial cannabis business permit.
- 6 B. Distribution operations shall distribute cannabis and cannabis products only
7 between licensed commercial cannabis operations.
- 8 C. Distribution operations shall not conduct retail sales of cannabis or cannabis
9 products.
- 10 D. Distribution operations shall not distribute any cannabis or cannabis products to
11 retail operations unless such cannabis or cannabis products has been properly
12 tested and approved for retail sale pursuant to State law.
- 13 E. Upon demand by any City law enforcement officer, a distributor shall make
14 immediately available copies of any required shipping manifests as understood by
15 Section 26070(f) of the Business and Professions Code.

13 **Section 18.49.180 Commercial Cannabis Manufacturing Operating Standards**
14 **and Restrictions.**

15 Commercial cannabis operations involving the manufacturing of cannabis and
16 cannabis products in the City shall be subject to the general operating standards and
17 restrictions set forth in section 18.49.150 and to the following minimum standards and
18 restrictions, all of which shall be deemed conditions of any commercial cannabis
19 business permit for a manufacturing operation:

- 18 A. Manufacturing may be conducted only by commercial cannabis operations
19 possessing a valid and current manufacturing State license issued pursuant to
20 Division 10 of the Business & Professions Code (or pursuant to State regulations)
21 as well as a City-issued commercial cannabis business permit.
- 22 B. Manufacturer 1 (Type 6) permittees (as defined by Division 10 of the Business and
23 Professions Code) shall utilize only manufacturing processes that are either
24 solventless or that employ only nonflammable, nontoxic solvents that are generally
25 recognized as safe pursuant to the federal Food, Drug, and Cosmetic Act (21
26 U.S.C. Sec. 301 et seq.).
- 27 C. Manufacturer 2 (Type 7) permittees shall utilize only manufacturing processes that
28 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.)

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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

1 management plan. Upon reasonable determination by the Director, the
2 permittee shall be required to update or amend the approved plan to the
satisfaction of the Director.

3 G. All processing and analytical testing devices used by the operation must be UL
4 listed, or otherwise approved for the intended use by the Director. Any processing
5 devices using only non-pressurized water are exempt from such approval.

6 H. All chemical waste and hazardous material used, generated or associated with the
7 operation must be disposed of in a manner which is approved by the Director
8 before disposal occurs, and which is compliant with all local, State and federal
9 guidelines for the disposal of hazardous materials.

10 I. The permittee must provide for and maintain a waste treatment system which is
11 approved by the Director so as to prevent contamination in areas where cannabis
12 or cannabis products may be exposed to waste or waste by-products.

13 **Section 18.49.190 Commercial Cannabis Testing Operating Standards and**
14 **Restrictions.**

15 Commercial cannabis operations involving the testing of cannabis and cannabis
16 products in the City shall be subject to the general operating standards and restrictions
17 set forth in section 18.49.150 and to the following minimum standards and
18 restrictions, all of which shall be deemed conditions of any commercial cannabis
19 business permit for a testing operation:

20 A. Testing may be conducted only by commercial cannabis operations possessing a
21 valid and current Type 8 (Testing Laboratory) State license issued pursuant to
22 Division 10 of the Business & Professions Code as well as a City-issued
23 commercial cannabis business permit.

24 B. Testing operations shall be and remain at all times independent from all other
25 persons and entities involved in commercial cannabis operations other than testing
26 operations.

27 C. Fire Safety Plan.

28 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.

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- 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 ~~be~~ 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.

- 1 G. Sufficient lighting must be used in all areas where cannabis is cultivated and
2 stored, and where equipment or utensils are cleaned, so that at all times the items
3 and activities in these areas are fully visible to both any security cameras covering
4 the areas as well as the naked eye. All lighting shall be shielded so as to
5 completely confine light and glare to the interior of the cannabis cultivation area.
- 6 H. Floors, walls, and ceilings in cultivation areas shall be constructed in such a
7 manner that they may be adequately cleaned and kept clean and kept in good
8 repair.
- 9 I. All chemical waste and hazardous material used, generated or associated with the
10 operation must be disposed of in a manner which is approved by the Director
11 before disposal occurs, and which is compliant with all local, State and federal
12 guidelines for the disposal of hazardous materials.
- 13 J. The permittee must provide for and maintain a waste treatment system which is
14 approved by the Director so as to prevent contamination in areas where cannabis
15 or cannabis products may be exposed to waste or waste by-products.

16 **Section 18.49.210 Application Fees.**

17 An application fee set by resolution of the City Council shall be required for formal
18 processing of every application made under this chapter. The City Council is
19 authorized to adopt resolutions to recover any and all fees and costs incurred in the
20 administration and enforcement of this chapter through an appropriate fee recovery
21 mechanism to be imposed upon commercial cannabis operations.

22 **Section 18.49.220 Commercial Cannabis Business Permit Suspension and
23 Revocation.**

- 24 A. The Director is authorized to suspend and/or revoke any commercial cannabis
25 business permit issued pursuant to this chapter upon the determination through
26 written findings of a failure to comply with any provision of this chapter, any
27 permit condition, or any agreement or covenant as required pursuant to this
28 chapter.
- 29 B. Prior to suspension or revocation of a commercial cannabis business permit, the
30 permittee shall be provided with a written notice which details the violation(s).
31 The permittee shall have seven (7) days to cure the violation to the satisfaction of
32 the Director. The seven (7) day cure period may be extended by the Director or the
33 City Council for reasonable cause.
- 34 C. The Director may suspend or revoke a commercial cannabis business permit if he
35 or she determines that any of the following have occurred:

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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.

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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.

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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.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this ___ day of _____ 2020.

Lori Wilson, Mayor

ATTEST:

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Linda Hobson, City Clerk

**APPROVED AS TO FORM
AND LEGAL CONTENT:**

Anthony R. Taylor, City Attorney

CERTIFICATION:

I, Linda Hobson, City Clerk of the City of Suisun, California, do hereby certify that Ordinance _ was adopted by the City Council of the City of Suisun City at a regular meeting held on the _ day of _, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Hobson, City Clerk
City of Suisun City, California

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Proposed Amendments to Section 18.49 "Cannabis Regulatory Program"

City Council

February 18, 2020



Background of Cannabis Regulations

- March 21, 2017 – First City Council Briefing and Policy Discussion
- June 7, 2017 – Cannabis Policy Community Meeting
- May 29, 2018 - The City Council adopted Ordinance No. 750, adding Chapter 18.49 (“Cannabis Regulatory Program”) to the Suisun City Code (SCC)
- November 26, 2019 – City Council meeting discussing Request for Applications process.
- December 3, 2019 – City Council discussion and direction on proposed amendments to Section 18.49.
- December 17, 2019 – City Council adopts updated fees relative to commercial cannabis activities.





Major Proposed Amendments

369

- Remove 10-acre minimum requirement for Cannabis Business Zone.
- Up to three dispensaries.
- Added definition of “Consumption café/lounge.”
- “Microbusiness” (proposed to be allowed).
- Provided specific zoning districts and added development agreement requirements to “Cannabis Business Zones” section.
- Clarifications to Cannabis Business Permit section.
- Removed felony convictions for cannabis as a disqualifier for background checks.



Proposed Allowed Uses in Zoning

370

Type	Zone
Type 1A = Cultivation; Specialty Indoor; Small.	CSF
Type 1B = Cultivation; Specialty Mixed-Light; Small.	CSF
Type 2A = Cultivation; Indoor; Small.	CSF
Type 2B = Cultivation; Mixed-Light; Small.	CSF
Type 3A = Cultivation; Indoor; Medium	CSF
Type 3B = Cultivation; Mixed-Light; Medium	CSF
Type 4 = Cultivation; Nursery.	CSF
Type 5A = Cultivation; Indoor; Large.	CSF
Type 5B = Cultivation; Mixed-Light; Large.	CSF
Type 6 = Manufacturer 1 (extractions using mechanical methods or nonvolatile solvents).	CSF

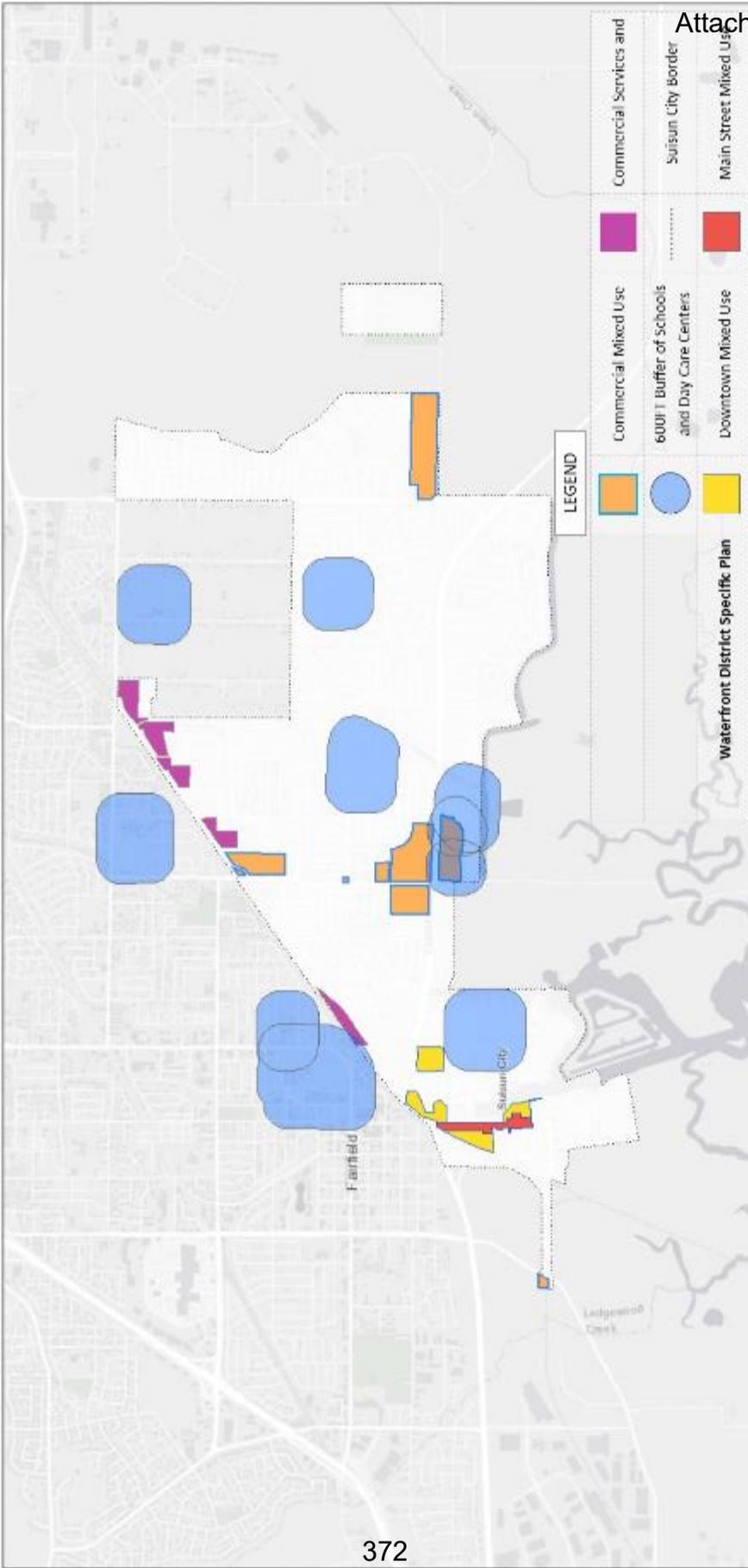


Proposed Allowed Uses in Zoning

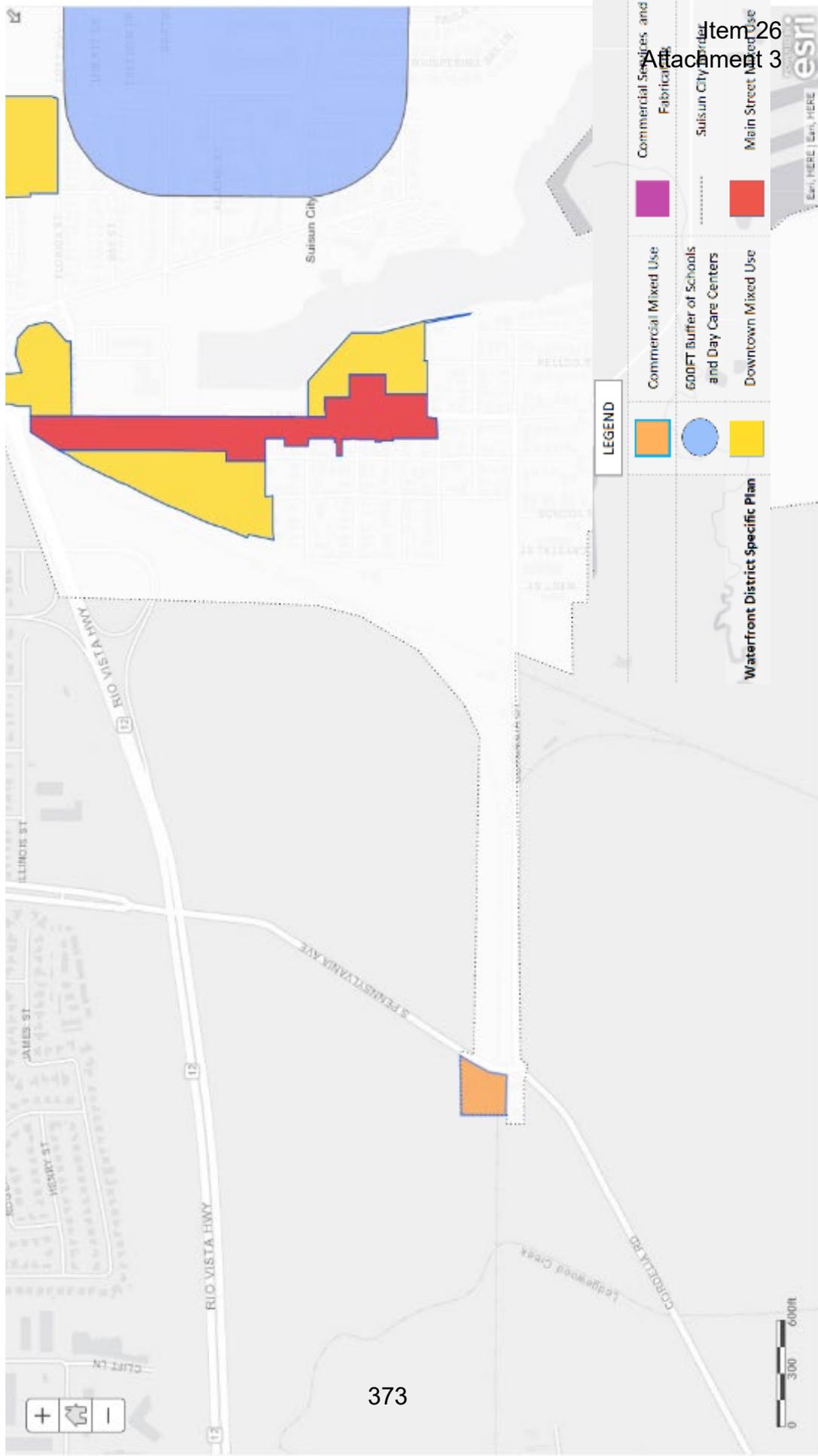
Type	Zone
Type 7 = Manufacturer 2 (extractions using volatile solvents).	CSF
Type N = Manufacturer (no extractions, pursuant to 17 CCR § 40118, and as may be amended).	CSF
Type P = Manufacturer (packaging and labeling only, pursuant to 17 CCR § 40118, and as may be amended).	CSF
Type 8 = Testing Laboratory.	CSF, CMU, DMU
Type 9 = Non-Storefront Retailer (by delivery only, pursuant to 16 CCR § 5414, and as may be amended).	CSF, DMU
Type 10 = Retailer.	CSF, CMU, DMU, MSMU
Type 11 = Distributor.	CSF
Type 12 = Microbusiness	CSF, CMU, DMU, MSMU
Type 13 = Distributor (transport only, pursuant to 16 CCR § 5315, and as may be amended).	CSF
Cultivation License Types for Indoor or Mixed-Light pursuant to 3 CCR § 8201, and as may be amended).	CSF
Type 14 = Consumption cafe/lounge	CMU, DMU, MSMU



Cannabis Zones_W Buffer Areas



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community



Item 26
Attachment 3



Waterfront District Specific Plan

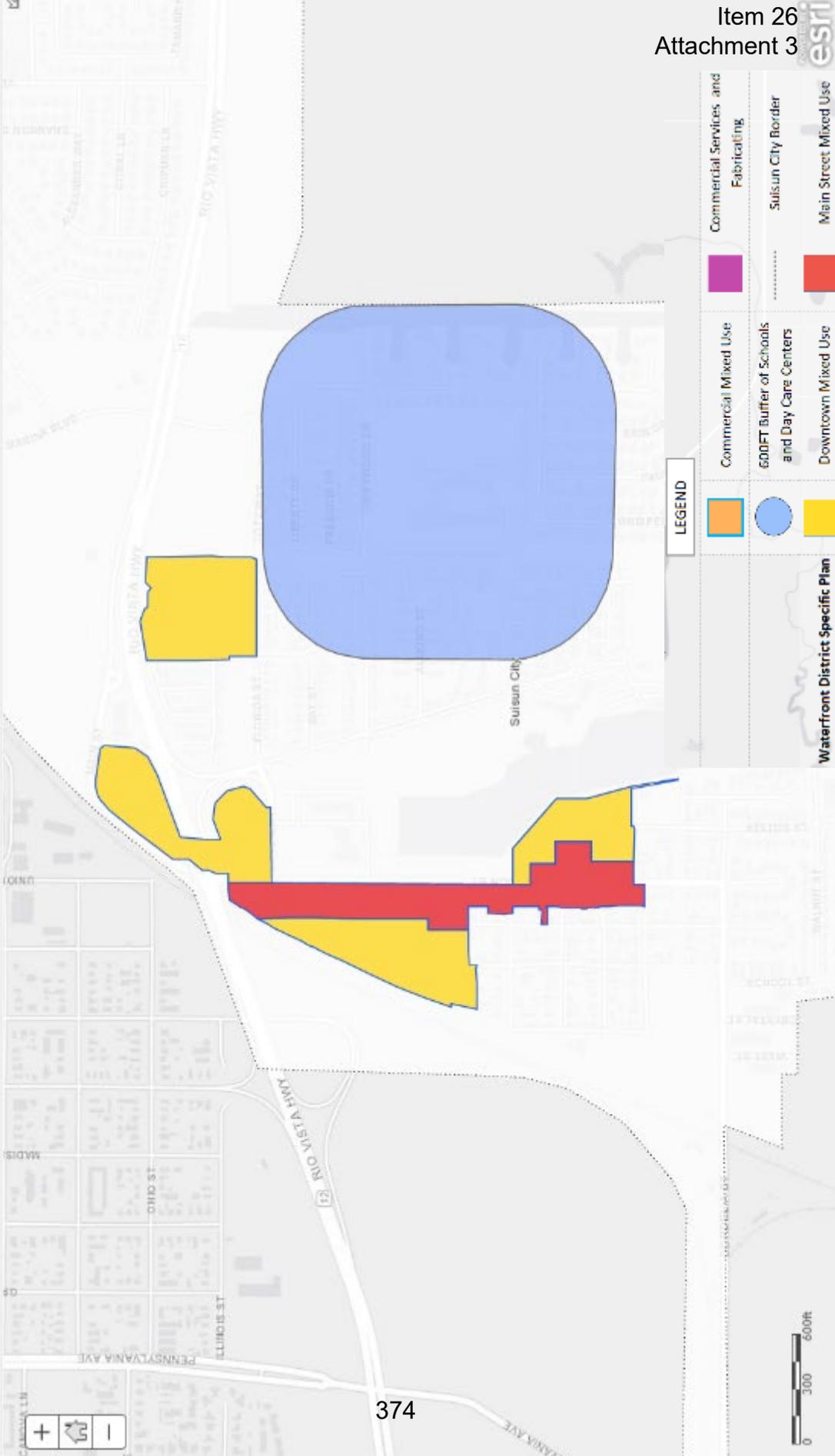
LEGEND

- Commercial Mixed Use
- 600FT Buffer of Schools and Day Care Centers
- Downtown Mixed Use

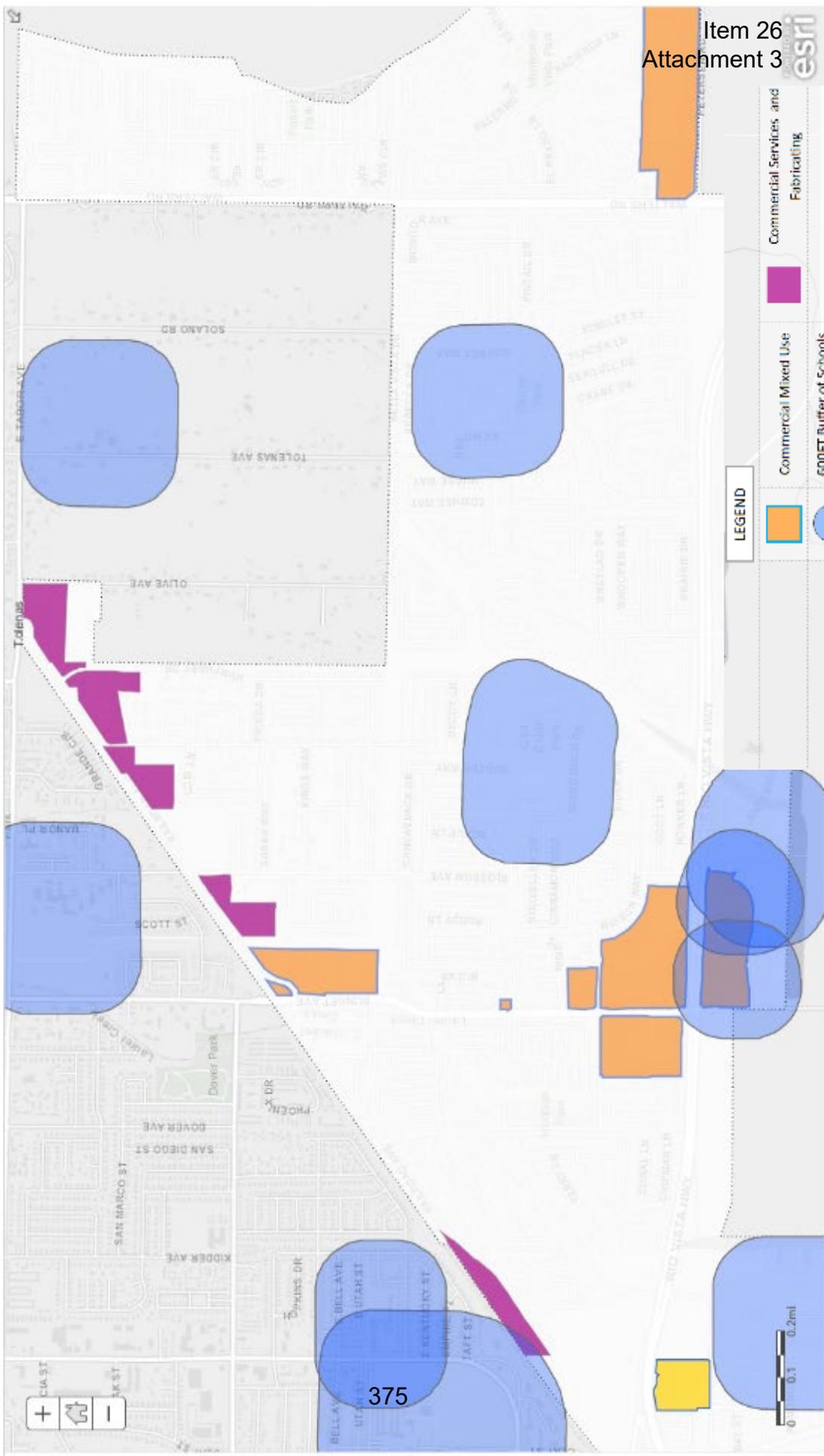
- Commercial Services and Fabrication
- Main Street Mixed Use

Suisun City





Waterfront District Specific Plan

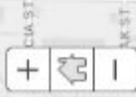


LEGEND

	Commercial Mixed Use		Commercial Services and Fabricating
	600FT Buffer of Schools and Day Care Centers		Suisun City Border
	Downtown Mixed Use		Main Street Mixed Use

Waterfront District Specific Plan

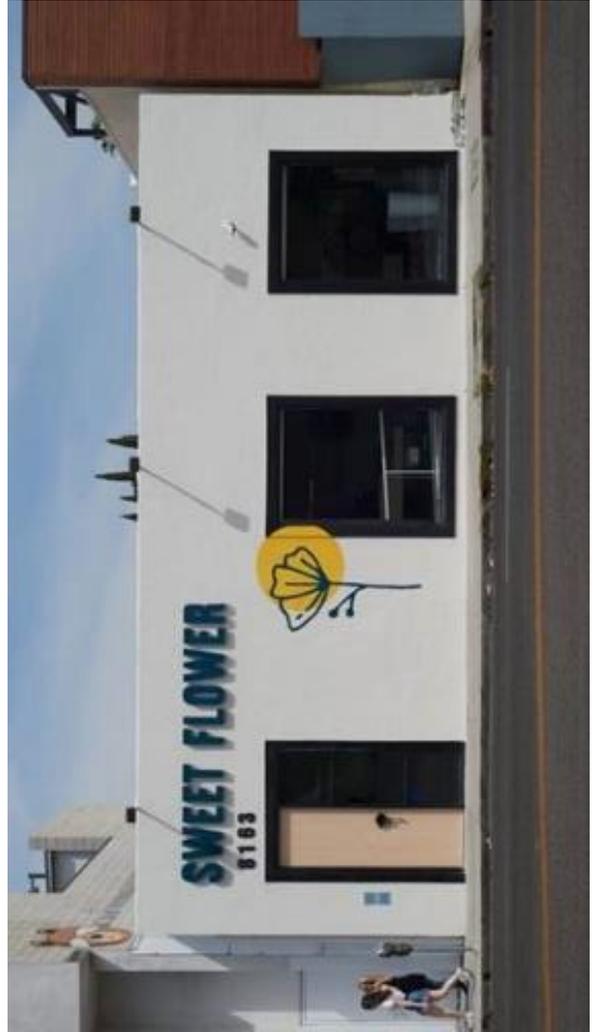
375

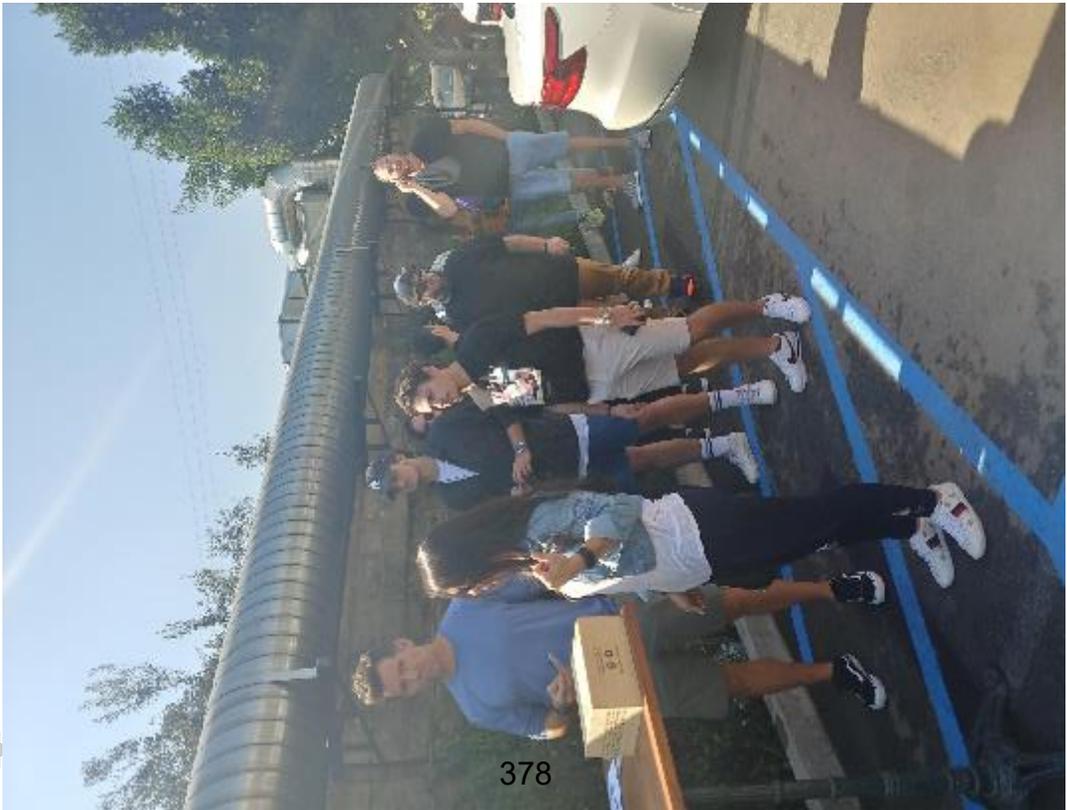
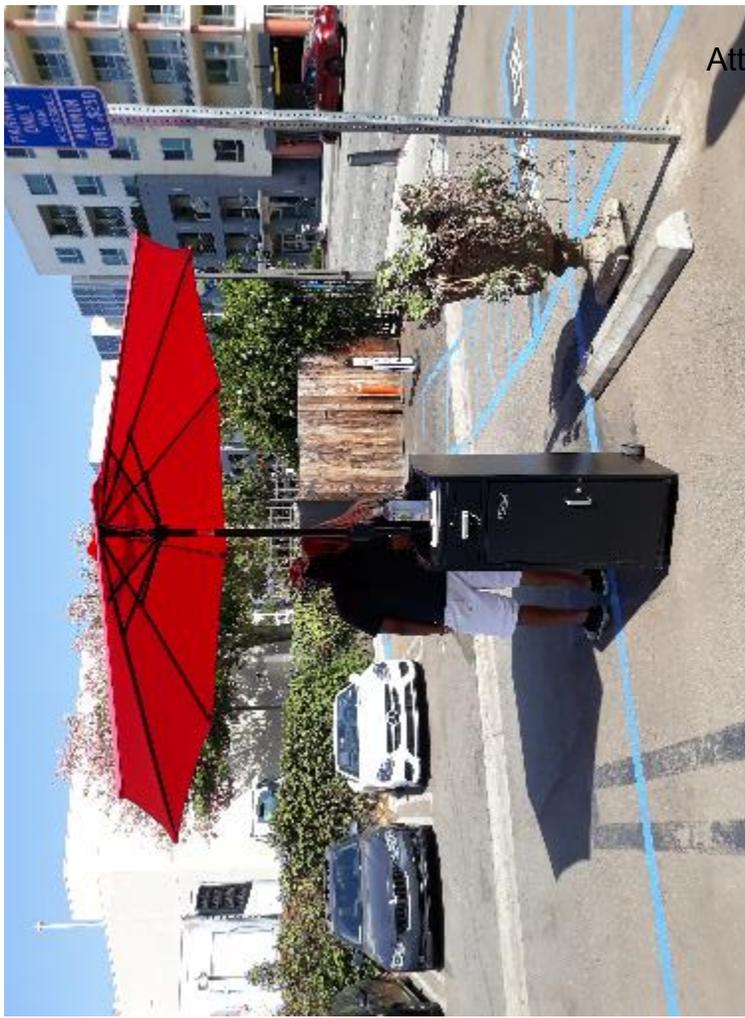


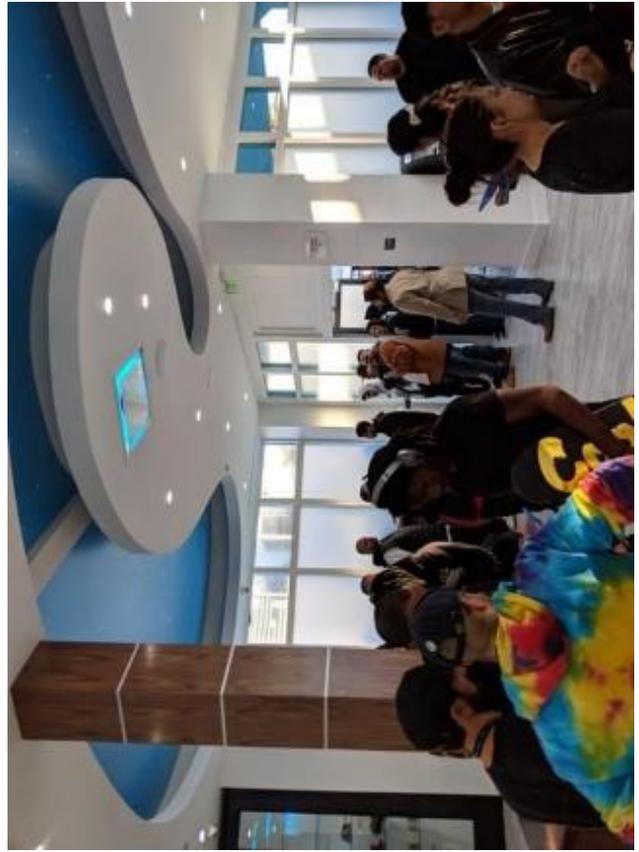


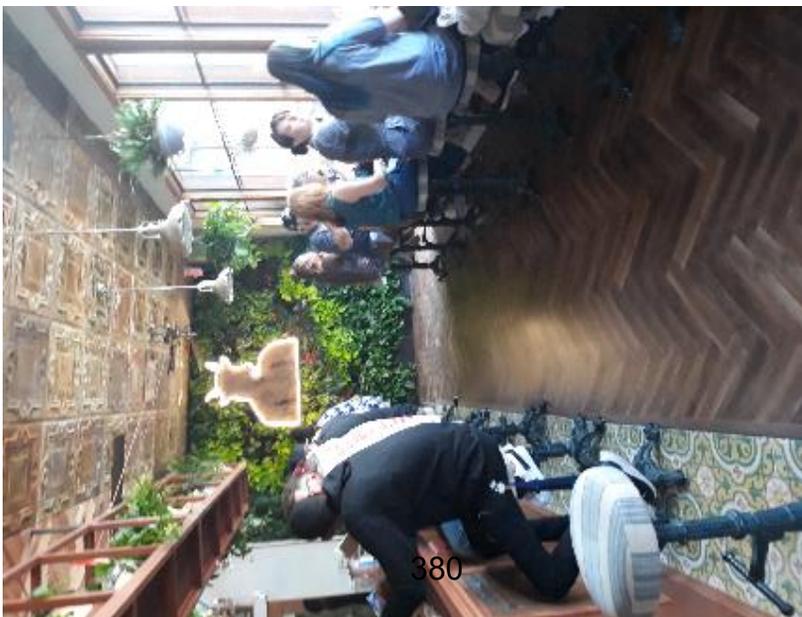
Staff 376 Recommendation

- It is recommended that the City Council:
- Open the Public Hearing; and
- Take Public Comment; and
- Close the Public Hearing; and
- Introduce and waive the reading of Ordinance No. ____: 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.















Questions?