



REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers
4381 Broadway St., Suite 201, American Canyon
February 20, 2024
6:30 PM

Mayor: Leon Garcia
Vice Mayor: David Oro
Councilmembers: Mariam Aboudamous, Mark Joseph, Pierre Washington

Tonight's meeting is a limited public forum. American Canyon promotes respectful and responsible behavior among its meeting participants, whether they are present in person or remotely. Using offensive language or remarks that promote, foster, or perpetuate discrimination based on race, creed, color, age, religion, gender marital status, status regarding public assistance, national origin, physical or mental disability or sexual orientation/gender identification, as well as any other category protected by federal, state or local laws will not be tolerated. In the case of an occurrence, the speaker will be immediately disconnected from the microphone.

City Council and other public meetings will be conducted in person at City Hall, 4381 Broadway, Suite 201, American Canyon, CA 94503. This meeting is also available via Zoom Teleconferencing as a convenience for public participation. This meeting will be broadcast live to residents on Napa Valley TV, on our website [here](#) and on YouTube [here](#). Should technical issues with Zoom occur, please select another viewing option.

PUBLIC PARTICIPATION

Oral comments, during the meeting: Oral comments can be made in person during Open and Closed Session. A Zoom Webinar has been established for public comments made via zoom, during Open Session only. To give your public comment via zoom, connect via the below Zoom link and use the "raise your hand" tool, or call into the zoom meeting at 408-638-0968 and press *9 to "raise your hand" when the item is called. To avoid confusion, all hands raised outside of Public Comment periods will be lowered.

Written comments, via eComments: Please submit written comments through the eComments link, located on the Meetings & Agendas page of our website [here](#). Comments will be available to council members in real time. To allow for review of comments, eComments will close at 3:00 pm on the day of the meeting. All comments received will be posted online and become part of the meeting record.

Zoom Meeting Link: [Click here.](#)
Webinar ID: 849 9699 3806 **Passcode:** 12345

The above-identified measures exceed all legal requirements for participation in public comment, including those imposed by the Ralph M. Brown Act. For more information, please call the Office of the City Clerk at (707) 647-4369 or email cityclerk@cityofamericancanyon.org.

AGENDA MATERIALS: City Council agenda materials are published 72 hours prior to the meeting and are available to the public via the City's website at www.cityofamericancanyon.org.

AMERICANS WITH DISABILITIES ACT: The City Council will provide materials in appropriate alternative formats to comply with the Americans with Disabilities Act. Please send a written request to City Clerk at 4381 Broadway, Suite 201, American Canyon, CA 94503 or by email to cityclerk@cityofamericancanyon.org. Include your name, address, phone number and brief description of the requested materials, as well as your preferred alternative format or auxiliary aid, at least three calendar days before the meeting.

5:30 P.M. – CLOSED SESSION

The mayor will call the meeting to order and conduct roll call. Council will immediately convene into Closed Session after hearing any public comment on Closed Session items. At 6:30 p.m. the Council will reconvene into Open Session and then resume Closed Session at the end of the meeting to address outstanding items, if necessary.

CALL TO ORDER - CLOSED SESSION

ROLL CALL - CLOSED SESSION

PUBLIC COMMENTS - CLOSED SESSION ITEMS

This time is reserved for members of the public to address the City Council on Closed Session Items only. Comments must be made in person and are limited to 3 minutes. Comments for items on the Open Session agenda will be taken when the item is called in Open Session. Comments for Items not on the Closed Session or Open Session agenda will be heard during the Open Session Public Comment period.

MEETING RECESS - COUNCIL TO CONVENE IN CLOSED SESSION

5:30 P.M. CLOSED SESSION ITEMS

1. **Conference with Legal Counsel - Existing Litigation. Authorized pursuant to Government Code Section 54956.9(d)(1):**
 - a. *City of American Canyon v. City of Vallejo, et al.* (Sacramento Superior Court Case No. 34-2022-00327471).
 - b. *City of American Canyon v. Leon Dale Schmidt* (Napa County Superior Court Cases No. 22CV001041 and 23PR00161).
 - c. *Center for Biological Diversity v. City of American Canyon et al.* (Napa County Superior Court Case No. 23CV000511).
 - d. *Golden State Environmental Justice Alliance v. City of American Canyon et al.* (Napa Superior Court Case No. 23CV000510).
 - e. *City of Vallejo v. City of American Canyon et al.* (Napa County Superior Court Case No. 23CV000517).
 - f. *City of Vallejo v. City of American Canyon et al.* (Napa County Superior Court Case No. 23CV001600).
2. **Conference with Legal Counsel – Anticipated Litigation. Authorized pursuant to Government Code Section 54956.9 (d)(2). Three (3) Matters.**

6:30 P.M. OPEN SESSION - REGULAR MEETING

CALL TO ORDER - COUNCIL TO RECONVENE IN OPEN SESSION

PLEDGE OF ALLEGIANCE

ROLL CALL - OPEN SESSION

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

PROCLAMATIONS AND PRESENTATIONS

There are no Proclamation or Presentation items.

PUBLIC COMMENTS - ITEMS NOT ON CLOSED SESSION OR OPEN SESSION AGENDA

This time is reserved for members of the public to address the City Council on items that are not on the Closed Session or Open Session agenda and are within the subject matter jurisdiction of the City Council. Comments are limited to 3 minutes. Comments for items on the Open Session agenda will be taken when the item is called in Open Session. The City Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the City Council does not respond to public comment at this time.

AGENDA CHANGES

The Mayor and Council may change the order of the Agenda or request discussion of a Consent Item. A member of the Public may request discussion of a Consent Item by making that request during Public Comment.

CONSENT CALENDAR

3. [Minutes of February 2, 2024](#)

Recommendation: Approve the minutes from the Regular City Council meeting of February 2, 2024.

4. [Minutes of February 6, 2024](#)

Recommendation: Approve the minutes from the Regular City Council meeting of February 6, 2024.

5. [Report Upon Return from Closed Session](#)

Recommendation: Approve the Report Upon Return from Closed Session for the City Council meeting of February 6, 2023.

6. [Contract Amendment #2 with Robert Half International Inc. for Temporary Staffing Services](#)

Recommendation: Adopt a Resolution authorizing the City Manager to execute Amendment #2 to Agreement No. 2022-A148 with Robert Half International Inc.

7. [Paoli/Watson Lane Annexation Rezoning](#)

Recommendation: Waive final reading, read by title only, and adopt an Ordinance by the City Council of the City of American Canyon approving Pre-Zoning from Agriculture to Paoli Light Industrial, Paoli Commercial Overlay District, Residential Estate, and Railroad Right-of-Way for the Paoli/Watson Lane Annexation Project, approximately 83 acres, located within the City of American Canyon Sphere of Influence in unincorporated Napa County east of State Route (SR-29) and Paoli Loop Road; and an approximately 3-acre Rezoning within the City of American Canyon between SR-29 and Paoli Loop Road from Light Industrial to Paoli Light Industrial with a Paoli Commercial Overlay District; and the addition of American Canyon Municipal Code Section 19.10.050(F) Special Development Requirements for the Residential Estate Zoning District on Watson Land and Paoli Loop Road.

8. [Ordinances Establishing Industrial Use Sustainability Standards and Greenhouse Gas Emissions Standards.](#)

Recommendation: Waive final reading, read by title only, and adopt the following:

1. An Ordinance of the City Council of the City of American Canyon, State of California, adopting an Ordinance to implement Industrial Use Greenhouse Gas Standards; and
2. An Ordinance of the City Council of the City of American Canyon, State of California, adopting an Ordinance to implement Industrial Commerce Centers Sustainability Standards.

PUBLIC HEARINGS

There are no Public Hearing items.

BUSINESS

9. Solid Waste Hauling and Disposal Agreement

Recommendation: Adopt a Resolution authorizing the City Manager to enter into an Amended and Restated Franchise Agreement between City of American Canyon and Recology American Canyon for Solid Waste, Recyclables, and Organic Waste Collection, Processing, and Disposal Services.

10. Napa River Ecology Center at American Canyon Wetlands

Recommendation: Adopt a Resolution approving a Lease Agreement with the American Canyon Community and Parks Foundation for development of the 'Napa River Ecology Center at the American Canyon Wetlands' at the former City Corporation Yard (205 Wetlands Edge Road) and appropriating \$1,000,000 towards site improvements related to stormwater detention and flood protection, and pollutant remediation on the property.

11. Fiscal Year 2023-24 Mid-Year Budget Amendments

Recommendation: Adopt a Resolution approving Mid-Year Budget Amendments to Fiscal Year 2023-24 Budget.

MANAGEMENT AND STAFF ORAL REPORTS

12. Maintenance and Utilities Department, Water Operations Update

Recommendation: Receive a Presentation on Maintenance and Utilities Department, Water Operations Update.

MAYOR/COUNCIL COMMENTS AND COMMITTEE REPORTS

The Mayor and Council may comment on matters of public concern and announce matters of public interest; no collective council action will be taken.

FUTURE AGENDA ITEMS

13. Future Agenda Items of Note:

March 5, 2024 Regular City Council Meeting. 6:30 p.m.

Proclamation National Women's History Month

Proclamation American Red Cross Month

Annual Police Report

**Annual Communications Report
Measure K Election Code 9212 Report***

March 19, 2024 Regular City Council Meeting. 6:30 p.m.

**Proclamation Acknowledging Ramadan
National Community Survey
Housing Element: Annual Report and Zone Change
Parks and Recreation Department Fee Schedule**

April 2, 2024 Regular City Council Meeting. 6:30 p.m.

**Proclamation National Fair Housing Month
Proclamation April Arts Month
Proclamation Sexual Assault Awareness
Utility Rate Protest Hearing**

Note: Council requested items are marked "*"

ADJOURNMENT

CERTIFICATION

I, Taresa Geilfuss, City Clerk for the City of American Canyon, do hereby declare that the foregoing agenda of the City Council was posted in compliance with the Brown Act prior to the meeting date.

Taresa Geilfuss, CMC, City Clerk

**CITY OF AMERICAN CANYON
SPECIAL CITY COUNCIL MEETING**

ACTION MINUTES
February 2, 2024

9:00 A.M. SPECIAL CITY COUNCIL WORKSHOP

CALL TO ORDER

The meeting called the meeting to order at 9:00 a.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Present: Councilmember Mariam Aboudamous, Councilmember Mark Joseph, Councilmember Pierre Washington, Vice Mayor David Oro, Mayor Leon Garcia

Absent: None

PUBLIC COMMENT

Mayor Garcia called for public comments. Napa County Sheriff Oscar Ortiz was called to speak. The public comment period was closed.

WORKSHOP ITEMS

The council was presented with information by staff regarding each workshop item, and they offered comments and provided feedback.

ADJOURNMENT

The meeting was adjourned at 3:35 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, City Clerk

**CITY OF AMERICAN CANYON
REGULAR CITY COUNCIL MEETING**

ACTION MINUTES
February 6, 2024

5:30 P.M. – CLOSED SESSION

CALL TO ORDER - CLOSED SESSION

The City Council meeting was called to order at 5:41 p.m.

ROLL CALL - CLOSED SESSION

Present: Councilmember Mariam Aboudamous, Councilmember Mark Joseph, Councilmember Pierre Washington, Vice Mayor David Oro, Mayor Leon Garcia

Absent: None

Excused: None

PUBLIC COMMENTS - CLOSED SESSION ITEMS

Mayor Garcia called for public comments. Written comments: none. Oral comments: none. The public comments period was closed.

City Council convened in Closed Session.

MEETING RECESS - COUNCIL TO CONVENE IN CLOSED SESSION

5:30 P.M. CLOSED SESSION ITEMS

1. Conference with Legal Counsel - Existing Litigation. Authorized pursuant to Government Code Section 54956.9(d)(1):

- a. City of American Canyon v. City of Vallejo, et al. (Sacramento Superior Court Case No. 34-2022-00327471).
- b. City of American Canyon v. Leon Dale Schmidt (Napa County Superior Court Cases No. 22CV001041 and 23PR00161).
- c. Center for Biological Diversity v. City of American Canyon et al. (Napa County Superior Court Case No. 23CV000511).
- d. Golden State Environmental Justice Alliance v. City of American Canyon et al. (Napa Superior Court Case No. 23CV000510).
- e. City of Vallejo v. City of American Canyon et al. (Napa County Superior Court Case No. 23CV000517).
- f. City of Vallejo v. City of American Canyon et al. (Napa County Superior Court Case No. 23CV001600).

2. Conference with Legal Counsel – Anticipated Litigation. Authorized pursuant to Government Code Section 54956.9 (d)(2). Three (3) Matters.

6:30 P.M. OPEN SESSION - REGULAR MEETING

CALL TO ORDER - COUNCIL TO RECONVENE IN OPEN SESSION

The City Council reconvened in Open Session at 6:40 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL - OPEN SESSION

Present: Councilmember Mariam Aboudamous, Councilmember Mark Joseph, Councilmember Pierre Washington, Vice Mayor David Oro, Mayor Leon Garcia

Absent: None

Excused: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

A report on Closed Session and confirmation of reportable action was given by City Attorney William Ross.

PROCLAMATIONS AND PRESENTATIONS

3. Proclamation - Black History

Mayor Garcia announced the proclamation. It was received by Brenda Knight.

4. Proclamation honoring Gretchen Mayer

Mayor Garcia announced the proclamation. It was received by Gretchen with her family.

PUBLIC COMMENTS - ITEMS NOT ON CLOSED SESSION OR OPEN SESSION AGENDA

Mayor Garcia called for public comments. Written comments: none. Oral comments: Jeanette Goyetche was called to speak; Barry Christian was called to speak; Janelle Sellick was called to speak; Yvonne Baginski was called to speak. The public comments period was closed.

AGENDA CHANGES

City Attorney William Ross noted that comments received for consent item 13 should be considered during Business Item 15.

CONSENT CALENDAR

Action: Motion to adopt CONSENT CALENDAR made by Councilmember Mark Joseph, seconded by Vice Mayor David Oro, and CARRIED by roll call vote.

Ayes: Councilmember Mariam Aboudamous, Councilmember Mark Joseph, Councilmember Pierre Washington, Vice Mayor David Oro, Mayor Leon Garcia

Nays: None

Abstain: None

Absent: None

Excused: None

5. Minutes of January 16, 2024

Action: Approved the minutes from the Regular City Council meeting of January 16, 2024.

6. Report Upon Return from Closed Session

Action: Approved the Report Upon Return from Closed Session for the City Council meeting of January 16, 2023.

7. Amend Agreements with California Northern Railroad for Reconstruction of Crossings on Green Island Road (TR16-0700)

Action: Adopted Resolution 2024-05 authorizing the City Manager to execute Amendment #2 (Agreement 2024-14) to Agreement 2019-A114 and Amendment #2 (Agreement 2024-15) to Agreement 2019-A115, with the California Northern Railroad Company to rebuild two railroad crossings on Green Island Road (DOT No. 751326N and DOT No. 748368W), increasing the Construction Budget in the amount of \$66,800, for a total contract amount not to exceed \$1,709,299.80, in conjunction with the Green Island Road Reconstruction and Widening Project (TR16-0700).

8. Notice of Completion for the Recycled Water System Expansion Project (RW17-0100)

Action: Adopted Resolution 2024-06 accepting the contracted work as complete, authorizing the Public Works Director to file a "Notice of Completion" (2024-01-R), and releasing a Retention payment to Argonaut Constructors in conjunction with the Recycled Water System Expansion Project (RW17-0100).

9. Notice of Completion for the 2022 Annual Pavement Management Project (TR22-0300)

Action: Adopted Resolution 2024-07 accepting the contracted work as complete, authorizing the Public Works Director to file a Notice of Completion (Agreement 2024-02-R), and releasing a Retention payment to Martin Brothers Construction in conjunction with the 2022 Annual Pavement Management Project (TR22-0300).

10. Resolution of Local Support for the NVTA Vision Zero Plan

Action: Adopted resolution 2024-08 supporting the Napa Valley Transportation Authority Vision Zero Plan.

11. Emergency Sewer Repair on Andrew Road

Action: Adopted resolution 2024-09 adding Capital Improvement Project Andrew Road Emergency Sewer Repair (WW24-0100); authorizing a project budget of \$175,000 for WW24-0100; authorizing a budget transfer of \$175,000 from Wastewater Enterprise Fund Reserves to WW24-0100; awarding a construction contract to Ghilotti Construction Company for an amount of \$125,000 (Agreement 2024-16); authorizing the City Manager to execute the construction contract; and authorizing the Public Works Director to approve change orders up to the budgeted amount.

12. Partial Acceptance of Watson Ranch Lot 10 Phase 1 Improvements

Action: Adopted Resolution 2024-10 of the City Council of the City of American Canyon for partial acceptance of the public improvements associated with the Watson Ranch Lot 10 Phase 1 Improvements Project.

13. Certification of Sufficiency of Measure "K" Initiative Petition - An Initiative Measure Establishing a Ministerial Permitting Process for Development of Certain Warehouse Facilities by Amending the City of American Canyon Municipal Code

Action: Adopted Resolution 2024-11 of the City Council of the City of American Canyon accepting the certification of the Napa County Clerk Ex-Officio Registrar of Voters as to the sufficiency of the initiative petition entitled "An Initiative Measure Establishing a Ministerial Permitting Process for Development of Certain Warehouse Facilities by Amending the City of American Canyon Municipal Code".

PUBLIC HEARINGS

14. Ordinances Establishing Industrial Use Sustainability Standards and Greenhouse Gas Emissions Standards.

Council received a staff report from City Attorney William Ross. Mayor Garcia opened the public hearing and called for public comments. Written comments: Liliana Karesh. Oral comments: Jim Wilson was called to speak; Frances Tinney was called to speak; Liliana Karesh was called to speak but was not heard through zoom. City Attorney William Ross summarized her written comment for the Council. Public comments and the public hearing were closed.

Action: Motion to adopt first reading of Ordinance 2024-01 of the City Council of the City of American Canyon, State of California, adopting an Ordinance to implement Industrial Use Greenhouse Gas Standards made by Councilmember Mark Joseph, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Councilmember Mariam Aboudamous, Councilmember Mark Joseph, Councilmember Pierre Washington, Vice Mayor David Oro, Mayor Leon Garcia

Nays: None

Abstain: None

Absent: None

Excused: None

Action: Motion to adopt first reading of Ordinance 2024-02 of the City Council of the City of American Canyon, State of California, adopting an Ordinance to implement Industrial Commerce Centers Sustainability Standards. made by Councilmember Mark Joseph, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Councilmember Mariam Aboudamous, Councilmember Mark Joseph, Councilmember Pierre Washington, Vice Mayor David Oro, Mayor Leon Garcia

Nays: None

Abstain: None

Absent: None

Excused: None

BUSINESS

15. Measure "K"

Council received a staff report from City Attorney William Ross. Mayor Garcia called for public comments. Written comments: Yvonne Baginski, Jerry Hoffman, Geena Saavedra, Jeanette Goyetche, Nick Cheranich, Liliana Karesh. Oral comments: Barry Christian was called to speak; Jason Kishineff was called to speak; Ingrid Schubert was called to speak; Sharon Parham was called to speak; Bayard Fox was called to speak; Jim Wilson was called to speak; Frances Tinney was called to speak; Yvonne Baginski was called to speak; Joe Leviatch was called to speak; Fran Lemos was called to speak; Liliana Karesh was called to speak. The public comments period was closed.

Action: Motion to adopt Resolution 2024-12 of the City Council of the City of American Canyon directing City Staff to prepare a report pursuant to Elections Code section 9212. made by Vice Mayor David Oro, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

Ayes: Councilmember Mariam Aboudamous, Councilmember Mark Joseph, Councilmember Pierre Washington, Vice Mayor David Oro, Mayor Leon Garcia

Nays: None

Abstain: None

Absent: None

Excused: None

MANAGEMENT AND STAFF ORAL REPORTS

16. Public Works Department Quarterly Update

Council received an update from Public Works Director Erica Ahman Smithies.

Assistant City Manager Maria Ojeda announced items of community interest.

MAYOR/COUNCIL COMMENTS AND COMMITTEE REPORTS

17. City Council Committee Report - Councilmember Mark Joseph

The mayor and council members provided oral reports and announced items of community interest.

FUTURE AGENDA ITEMS

18. Future Agenda Items of Note:

February 20, 2024, Regular City Council Meeting. 6:30 p.m.
Recology Franchise Agreement
Mid-Year Budget Update
Eco-Center Long-Term Lease

March 5, 2024 Regular City Council Meeting. 6:30 p.m.
Proclamation National Women's History Month
Proclamation American Red Cross Month
Annual Police Report
Annual Communications Report
Measure K EC 9212 Report (tentative)*

March 19, 2024 Regular City Council Meeting. 6:30 p.m.
Proclamation Acknowledging Ramadan
National Community Survey
Housing Element: Annual Report and Zone Change
Westside Connector*

April 2, 2024 Regular City Council Meeting. 6:30 p.m.
Utility Rates Protest Hearing

Note: Council requested items are marked "*"

ADJOURNMENT

The meeting was adjourned at 9:50 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, City Clerk

CITY OF AMERICAN CANYON
REGULAR CITY COUNCIL MEETING

ACTION MINUTES

February 6, 2024

5:30 P.M. – CLOSED SESSION

CALL TO ORDER - CLOSED SESSION

The City Council meeting was called to order at 5:41 p.m.

ROLL CALL - CLOSED SESSION

Present: Councilmember Mariam Aboudamous, Councilmember Mark Joseph,
Councilmember Pierre Washington, Vice Mayor David Oro, Mayor Leon Garcia

Absent: None

Excused: None

PUBLIC COMMENTS - CLOSED SESSION ITEMS

Mayor Garcia called for public comments. Written comments: none. Oral comments: none. The public comments period was closed.

City Council convened in Closed Session.

MEETING RECESS - COUNCIL TO CONVENE IN CLOSED SESSION

5:30 P.M. CLOSED SESSION ITEMS

1. Conference with Legal Counsel - Existing Litigation. Authorized pursuant to Government Code Section 54956.9(d)(1):

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- c. Center for Biological Diversity v. City of American Canyon et al. (Napa County Superior Court Case No. 23CV000511).
- d. Golden State Environmental Justice Alliance v. City of American Canyon et al. (Napa Superior Court Case No. 23CV000510).
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6:30 P.M. OPEN SESSION - REGULAR MEETING

CALL TO ORDER - COUNCIL TO RECONVENE IN OPEN SESSION

The City Council reconvened in Open Session at 6:40 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL - OPEN SESSION

Present: Councilmember Mariam Aboudamous, Councilmember Mark Joseph, Councilmember Pierre Washington, Vice Mayor David Oro, Mayor Leon Garcia

Absent: None

Excused: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

A report on Closed Session and confirmation of reportable action was given by City Attorney William Ross.

PROCLAMATIONS AND PRESENTATIONS

3. Proclamation - Black History

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AGENDA CHANGES

City Attorney William Ross noted that comments received for consent item 13 should be considered during Business Item 15.

CONSENT CALENDAR

Action: Motion to adopt CONSENT CALENDAR made by Councilmember Mark Joseph, seconded by Vice Mayor David Oro, and CARRIED by roll call vote.

Ayes: Councilmember Mariam Aboudamous, Councilmember Mark Joseph, Councilmember Pierre Washington, Vice Mayor David Oro, Mayor Leon Garcia

Nays: None

Abstain: None

Absent: None

Excused: None

5. Minutes of January 16, 2024

Action: Approved the minutes from the Regular City Council meeting of January 16, 2024.

6. Report Upon Return from Closed Session

Action: Approved the Report Upon Return from Closed Session for the City Council meeting of January 16, 2023.

7. Amend Agreements with California Northern Railroad for Reconstruction of Crossings on Green Island Road (TR16-0700)

Action: Adopted Resolution 2024-05 authorizing the City Manager to execute Amendment #2 (Agreement 2024-14) to Agreement 2019-A114 and Amendment #2 (Agreement 2024-15) to Agreement 2019-A115, with the California Northern Railroad Company to rebuild two railroad crossings on Green Island Road (DOT No. 751326N and DOT No. 748368W), increasing the Construction Budget in the amount of \$66,800, for a total contract amount not to exceed \$1,709,299.80, in conjunction with the Green Island Road Reconstruction and Widening Project (TR16-0700).

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Action: Adopted Resolution 2024-06 accepting the contracted work as complete, authorizing the Public Works Director to file a "Notice of Completion" (2024-01-R), and releasing a Retention payment to Argonaut Constructors in conjunction with the Recycled Water System Expansion Project (RW17-0100).

9. Notice of Completion for the 2022 Annual Pavement Management Project (TR22-0300)

Action: Adopted Resolution 2024-07 accepting the contracted work as complete, authorizing the Public Works Director to file a Notice of Completion (Agreement 2024-02-R), and releasing a Retention payment to Martin Brothers Construction in conjunction with the 2022 Annual Pavement Management Project (TR22-0300).

10. Resolution of Local Support for the NVTA Vision Zero Plan

Action: Adopted resolution 2024-08 supporting the Napa Valley Transportation Authority Vision Zero Plan.

11. Emergency Sewer Repair on Andrew Road

Action: Adopted resolution 2024-09 adding Capital Improvement Project Andrew Road Emergency Sewer Repair (WW24-0100); authorizing a project budget of \$175,000 for WW24-0100; authorizing a budget transfer of \$175,000 from Wastewater Enterprise Fund Reserves to WW24-0100; awarding a construction contract to Ghilotti Construction Company for an amount of \$125,000 (Agreement 2024-16); authorizing the City Manager to execute the construction contract; and authorizing the Public Works Director to approve change orders up to the budgeted amount.

12. Partial Acceptance of Watson Ranch Lot 10 Phase 1 Improvements

Action: Adopted Resolution 2024-10 of the City Council of the City of American Canyon for partial acceptance of the public improvements associated with the Watson Ranch Lot 10 Phase 1 Improvements Project.

13. Certification of Sufficiency of Measure "K" Initiative Petition - An Initiative Measure Establishing a Ministerial Permitting Process for Development of Certain Warehouse Facilities by Amending the City of American Canyon Municipal Code

Action: Adopted Resolution 2024-11 of the City Council of the City of American Canyon accepting the certification of the Napa County Clerk Ex-Officio Registrar of Voters as to the sufficiency of the initiative petition entitled "An Initiative Measure Establishing a Ministerial Permitting Process for Development of Certain Warehouse Facilities by Amending the City of American Canyon Municipal Code".

PUBLIC HEARINGS

[14. Ordinances Establishing Industrial Use Sustainability Standards and Greenhouse Gas Emissions Standards.](#)

Council received a staff report from City Attorney William Ross. Mayor Garcia opened the public hearing and called for public comments. Written comments: Liliana Karesh. Oral comments: Jim Wilson was called to speak; Frances Tinney was called to speak; Liliana Karesh was called to speak but was not heard through zoom. City Attorney William Ross summarized her written comment for the Council. Public comments and the public hearing were closed.

Action: Motion to adopt first reading of Ordinance 2024-01 of the City Council of the City of American Canyon, State of California, adopting an Ordinance to implement Industrial Use Greenhouse Gas Standards made by Councilmember Mark Joseph, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Councilmember Mariam Aboudamous, Councilmember Mark Joseph, Councilmember Pierre Washington, Vice Mayor David Oro, Mayor Leon Garcia

Nays: None

Abstain: None

Absent: None

Excused: None

Action: Motion to adopt first reading of Ordinance 2024-02 of the City Council of the City of American Canyon, State of California, adopting an Ordinance to implement Industrial Commerce Centers Sustainability Standards. made by Councilmember Mark Joseph, seconded by Councilmember Mariam Aboudamous, and CARRIED by roll call vote.

Ayes: Councilmember Mariam Aboudamous, Councilmember Mark Joseph, Councilmember Pierre Washington, Vice Mayor David Oro, Mayor Leon Garcia

Nays: None

Abstain: None

Absent: None

Excused: None

BUSINESS

15. Measure "K"

Council received a staff report from City Attorney William Ross. Mayor Garcia called for public comments. Written comments: Yvonne Baginski, Jerry Hoffman, Geena Saavedra, Jeanette Goyetche, Nick Cheranich, Liliana Karesh. Oral comments: Barry Christian was called to speak; Jason Kishineff was called to speak; Ingrid Schubert was called to speak; Sharon Parham was called to speak; Bayard Fox was called to speak; Jim Wilson was called to speak; Frances Tinney was called to speak; Yvonne Baginski was called to speak; Joe Leviatch was called to speak; Fran Lemos was called to speak; Liliana Karesh was called to speak. The public comments period was closed.

Action: Motion to adopt Resolution 2024-12 of the City Council of the City of American Canyon directing City Staff to prepare a report pursuant to Elections Code section 9212. made by Vice Mayor David Oro, seconded by Councilmember Pierre Washington, and CARRIED by roll call vote.

Ayes: Councilmember Mariam Aboudamous, Councilmember Mark Joseph, Councilmember Pierre Washington, Vice Mayor David Oro, Mayor Leon Garcia

Nays: None

Abstain: None

Absent: None

Excused: None

MANAGEMENT AND STAFF ORAL REPORTS

16. Public Works Department Quarterly Update

Council received an update from Public Works Director Erica Ahman Smithies.

Assistant City Manager Maria Ojeda announced items of community interest.

MAYOR/COUNCIL COMMENTS AND COMMITTEE REPORTS

17. City Council Committee Report - Councilmember Mark Joseph

The mayor and council members provided oral reports and announced items of community interest.

FUTURE AGENDA ITEMS

18. Future Agenda Items of Note:

February 20, 2024, Regular City Council Meeting. 6:30 p.m.
Recology Franchise Agreement
Mid-Year Budget Update
Eco-Center Long-Term Lease

March 5, 2024 Regular City Council Meeting. 6:30 p.m.
Proclamation National Women's History Month
Proclamation American Red Cross Month
Annual Police Report
Annual Communications Report
Measure K EC 9212 Report (tentative)*

March 19, 2024 Regular City Council Meeting. 6:30 p.m.
Proclamation Acknowledging Ramadan
National Community Survey
Housing Element: Annual Report and Zone Change
Westside Connector*

April 2, 2024 Regular City Council Meeting. 6:30 p.m.
Utility Rates Protest Hearing

Note: Council requested items are marked "*"

ADJOURNMENT

The meeting was adjourned at 9:50 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, City Clerk

William D. Ross
David P. Schwarz
Kypros G. Hostetter
Christina M. Bellardo

Law Offices of
William D. Ross
400 Lambert Avenue
Palo Alto, California 94306
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Los Angeles Office:

11420 Santa Monica Blvd
#25532
Los Angeles, CA 90025

File No: 199/6

February 14, 2024

VIA E-MAIL

The Honorable Leon Garcia, Mayor
and Members of the City Council
City of American Canyon
4381 Broadway, Suite 201
American Canyon, CA 94503

Re: Report Upon Return from Closed Session; Regular City Council Closed Session Meeting of the American Canyon City Council of February 6, 2024

Dear Mayor Garcia and Members of the City Council:

This communication sets forth reportable action, if any, of the City Council (“Council”) of the City of American Canyon (“City”), consistent with provisions of the Ralph M. Brown Opening Meeting Act (Government Code Section 54950, *et seq.*) resulting from the Closed Session of the Regular City Council Closed Session Meeting of February 6, 2024, consistent with Government Code Section 54957.1.

Mayor Leon Garcia called the meeting to order in Open Session at 5:41 p.m. and after ascertaining that there were no public comments on Closed Session matters, the Council then adjourned to Closed Session at 5:41 p.m.

There were two matters agendized for City Closed Session consideration:

1. Conference with Legal Counsel – Existing Litigation
Authorized Pursuant to Government Code Section 54956.9(d)(1):
 - a. *City of American Canyon v. City of Vallejo, et al.* (Sacramento Superior Court Case No. 34-2022-00327471);
 - b. *City of American Canyon v. Leon Dale Schmidt*, (Napa County Superior Court Case No. 22CV001041 and 23PR00161);
 - c. *Center for Biological Diversity v. City of American Canyon et al.* (Napa County Superior Court Case No. 23CV000511);

The Honorable Leon Garcia, Mayor
and Members of the City Council
February 14, 2024
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- d. *Golden State Environmental Justice Alliance v. City of American Canyon et al.* (Napa County Superior Court Case No. 23CV000510);
 - e. *City of Vallejo v. City of American Canyon et al.* (Napa County Superior Court Case No. 23CV000517); and,
 - f. *City of Vallejo v. City of American Canyon et al.* (Napa County Superior Court Case No. 23CV001600).
2. Conference with Legal Counsel – Anticipated Litigation
Authorized Pursuant to Government Code Section No. 54956.9(d)(2)
Three Matters.

With respect to Closed Session Agenda Item No. 1.a. through 1.e, there was no reportable action by your Council under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).

With respect to Closed Session Agenda Item No. 1.f., although there was direction given to the City Attorney and City Staff, there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).

With respect to Closed Session Agenda Item No. 2., there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2) with respect to the three matters considered.

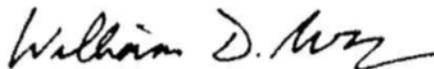
Your Council concluded the Closed Session at 6:33 p.m.

In Open Session, it was indicated that a written report upon return from Closed Session consistent with Government Code Section 54957.1, would be prepared concerning the matters agendaized for Closed Session.

This communication should be reviewed under the Consent portion of the Agenda of your next Regular or Special City Council Meeting.

Should you have questions concerning this Report, it may be taken off the Consent calendar when agendaized in the future, or our office may be contacted in the interim.

Very truly yours,



William D. Ross
City Attorney

The Honorable Leon Garcia, Mayor
and Members of the City Council
February 14, 2024
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WDR:jf

cc: Jason B. Holley, City Manager
Maria Ojeda, Assistant City Manager
Taresa Geilfuss, City Clerk
Cherri Walton, Deputy City Clerk



TITLE

Contract Amendment #2 with Robert Half International Inc. for Temporary Staffing Services

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute Amendment #2 to Agreement No. 2022-A148 with Robert Half International Inc.

CONTACT

Maria Ojeda, Assistant City Manager
Scott Corey, Human Resources Officer II

BACKGROUND & ANALYSIS

In October 2022, the City entered into an agreement with Robert Half International Inc. for temporary staffing services (the "Agreement") to assist with an anticipated extended family leave absence within the Finance Department. The contract was entered with a maximum amount of \$50,000 and an end date of June 30, 2023, under the City Manager's authority using previously budgeted funds.

In May 2023, additional prolonged staff support was identified due to a vacant position in the Finance Department, and in the Parks and Recreation Department. The City Council authorized the City Manager to execute Amendment #1 to the Agreement.

During Fiscal Year 2023-2024, more staff support was utilized in Finance and Parks and Recreation than initially anticipated, and staff support became unexpectedly necessary in the Maintenance and Utilities Department and the Human Resources Division due to retirements. Staff expects to have continued support needs in Finance through November due to software implementations.

Staff requests authority to increase the total amount of the contract by \$85,400 for a total contract not to exceed \$253,400 through December 1, 2024.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

Appropriate funding was added through the FY 2023-2024 Mid-Year Budget Adjustments to the Finance Department to augment funds available due to salary savings for Temporary Agency Services in other affected departments. Funding will be allocated for this purpose in Fiscal Year 2024-25.

ENVIRONMENTAL REVIEW

15378(b) - The action is not a "Project" subject to the California Environmental Quality Act ("CEQA") because it does not qualify as a "Project" under Public Resources Code Sections 21065 and 21080 and in Section 15378(b) of Title 14 of the California Code of Regulations.

ATTACHMENTS:

1. [Resolution - Robert Half](#)
2. [Exhibit A - Contract Amendment #2](#)

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
AUTHORING THE CITY MANAGER TO EXECUTE AMENDMENT #2 TO
AGREEMENT NO. 2022-A148 WITH ROBERT HALF INTERNATIONAL INC.**

WHEREAS, utilizing temporary staffing services agencies is a cost-effective way to supplement Regular and Temporary staffing during periods when sufficient City staff is unavailable due to anticipated extended absences or unanticipated staff turnover; and

WHEREAS, on October 5, 2022, the City entered into an Agreement for Temporary Staffing Services with Robert Half International Inc., in an amount not to exceed \$50,000 under the City Manager’s authority to provide staff services during an anticipated extended staff absence in the Finance Department; and

WHEREAS, on May 16, 2023, the Council authorized and the City Manager executed Amendment #1 to the agreement increasing the total contract amount to \$168,000 to address additional staff support needs in the Finance Department and the Parks and Recreation Department; and

WHEREAS, temporary staff support required to address an unexpected retirement in the Maintenance and Utilities Department and the Finance Department has identified a continuing need for staff support through the end of Fiscal Year 2023-24, with appropriate funding requested through the Mid-Year Budget Adjustments; and

WHEREAS, Amendment #2 to Agreement No. 2022-A148 would establish a total not to exceed amount of \$253,400 through December 1, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon does hereby authorize the City Manager to execute amendment #2 to Agreement No. 2022-A148 with Robert Half International Inc., attached hereto as Exhibit “A”.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 20th day of February 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

CITY OF AMERICAN CANYON AGREEMENT NO. 2024-_____

AMENDMENT #2 TO AGREEMENT NO. 2022-A148 TO THE CITY OF AMERICAN CANYON STANDARD AGREEMENT FOR TEMPORARY STAFFING SERVICES WITH ROBERT HALF INTERNATIONAL INC.,

RECITALS

1. The City of American Canyon (“CITY”) and Robert Half International Inc., have entered into an Agreement dated October 5, 2022.
2. The Agreement provides for amendments to perform specific tasks under a specific scope of services that may arise during the term of the agreement.
3. On May 16, 2023, the City executed Amendment #1 to extend the not-to-exceed amount of the contract to \$168,000.

NOW, THEREFORE, CITY and ROBERT HALF INTERNATIONAL INC., agree as follows:

1.00 SERVICES AND COMPENSATION

ROBERT HALF INTERNATIONAL INC. agrees to provide services as listed in Attachment “A” to increase the contract amount for additional services in the amount of \$85,400.00 for a total not to exceed contract amount of \$ 253,400.00.

2.00 TIME OF PERFORMANCE

The services covered by this Amendment shall be performed or provided by December 1, 2024.

3.00 REMAINING PROVISIONS

All other terms of the October 5, 2022, Agreement remain in full force and effect.

Executed on _____, 2024, at American Canyon, California.

CITY:

ROBERT HALF INTERNATIONAL INC.:

By: _____
Jason B. Holley
City Manager

By: _____
Sarah Cush
Vice President



TITLE

Paoli/Watson Lane Annexation Rezoning

RECOMMENDATION

Waive final reading, read by title only, and adopt an Ordinance by the City Council of the City of American Canyon approving Pre-Zoning from Agriculture to Paoli Light Industrial, Paoli Commercial Overlay District, Residential Estate, and Railroad Right-of-Way for the Paoli/Watson Lane Annexation Project, approximately 83 acres, located within the City of American Canyon Sphere of Influence in unincorporated Napa County east of State Route (SR-29) and Paoli Loop Road; and an approximately 3-acre Rezoning within the City of American Canyon between SR-29 and Paoli Loop Road from Light Industrial to Paoli Light Industrial with a Paoli Commercial Overlay District; and the addition of American Canyon Municipal Code Section 19.10.050(F) Special Development Requirements for the Residential Estate Zoning District on Watson Land and Paoli Loop Road.

CONTACT

Brent Cooper, AICP, Community Development Director

BACKGROUND & ANALYSIS

On November 7, 2023, the City Council approved the first reading of an Ordinance approving Pre-Zoning from Agriculture to Paoli Light Industrial, Paoli Commercial Overlay District, Residential Estate, and Railroad Right-of-Way for the Paoli/Watson Lane Annexation Project, approximately 83 acres, located within the City of American Canyon Sphere of Influence in unincorporated Napa County east of State Route (SR-29) and Paoli Loop Road; and an approximately 3-acre Rezoning within the City of American Canyon between SR-29 and Paoli Loop Road from Light Industrial to Paoli Light Industrial with a Paoli Commercial Overlay District; and the addition of American Canyon Municipal Code Section 19.10.050(F) Special Development Requirements for the Residential Estate Zoning District on Watson Land and Paoli Loop Road.

On February 2, 2024, Napa County staff informed the city that the Pre-Zoning was deemed consistent with the Napa County Airport Land Use Compatibility Plan.

If the final reading is approved, the Ordinance will become effective 30 days later on March 21, 2024. A copy of the Ordinance is included as Attachment 1.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

N/A

ENVIRONMENTAL REVIEW

The City prepared an Environmental Impact Report (EIR) that evaluates the Paoli/Watson Annexation Project at a program level of analysis (SCH #2022090097) and includes required mitigation measures and a Mitigation Monitoring and Reporting Program (MMRP). The Pre-Zoning and Rezoning are contemplated "Project Approvals" under the Program EIR.

ATTACHMENTS:

1. [Paoli Watson AX - ZC Ordinance](#)

ORDINANCE NO. 2024-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON ADOPTING PRE-ZONING FROM AGRICULTURE TO PAOLI LIGHT INDUSTRIAL, PAOLI COMMERCIAL OVERLAY DISTRICT, AND RESIDENTIAL ESTATE FOR THE PAOLI/WATSON LANE ANNEXATION PROJECT, APPROXIMATELY 83 ACRES, LOCATED WITHIN THE CITY OF AMERICAN CANYON SPHERE OF INFLUENCE (SOI) IN UNINCORPORATED NAPA COUNTY ("COUNTY"), EAST OF STATE ROUTE 29 (SR-29) AND PAOLI LOOP ROAD; AND AN APPROXIMATELY 3-ACRE REZONING WITHIN THE CITY OF AMERICAN CANYON EAST OF SR-29 FROM LIGHT INDUSTRIAL TO PAOLI LIGHT INDUSTRIAL WITH A PAOLI COMMERCIAL OVERLAY DISTRICT; AND THE ADDITION OF AMERICAN CANYON MUNICIPAL CODE SECTION 19.10.050(F) SPECIAL DEVELOPMENT REQUIREMENTS FOR THE RESIDENTIAL ESTATE ZONING DISTRICT ON WATSON LANE AND PAOLI LOOP ROAD

WHEREAS, pursuant to Section 65300 of the State Planning and Zoning Law, the City of American Canyon (City) has adopted a General Plan to provide comprehensive long-range planning and a blueprint of the City's future form, including land use and circulation maps that specify the roadway network and the distribution of types and intensities of land; and

WHEREAS, on September 5, 2017, the City Council directed staff to prepare a Napa County Local Agency Formation Commission (LAFCO) annexation application for the Paoli Loop/Watson Lane Sphere of Influence (SOI) ("Paoli/Watson Lane Annexation Project"); and

WHEREAS, the Paoli/Watson Lane area (hereafter the "Affected Territory") is comprised of approximately 83 acres currently in the unincorporated County of Napa ("County"), located East of State Route (SR)-29 and is comprised of the following APNs and parcels:

- a. 059-020-036
- b. 057-120-014
- c. 057-120-015
- d. 057-120-017
- e. 057-120-028
- f. 057-120-034
- g. 057-120-036
- h. 057-120-041
- i. 057-120-045
- j. 057-120-047
- k. 057-120-048
- l. 057-120-049
- m. 057-120-050
- n. 057-120-051
- o. 057-180-014
- p. 057-180-015
- q. A portion of the Union Pacific Railroad right-of-way running approximately northeast by southwest at the eastern boundary of the Affected Territory; and

WHEREAS, the Affected Area is located within City municipal service areas, including water, recycled water, and sewer services; and

WHEREAS, the Affected Area is within the American Canyon Fire Protection District, which provides the Affected Area with fire and emergency response services; and

WHEREAS, all the properties in the Affected Area must be included in the Affected Area property annexation to avoid creating an “Island” of unincorporated territory; and

WHEREAS the objectives of the Paoli/Watson Annexation Project are to:

1. Promote economic growth in American Canyon by attracting new industries;
2. Promote development that generates net positive tax revenues for the City by generating more in new tax revenues than are consumed by City expenditures on services provided to the development;
3. Create new employment opportunities for residents of Napa County and the surrounding region;
4. Extend Newell Drive, which would augment north-south travel parallel to SR 29;
5. Improve American Canyon’s jobs-housing ratio by adding new employment opportunities;
6. Further the goals and policies of the City of American Canyon General Plan by developing land contemplated to support urban development to its highest and best use;
7. Preserve the most biologically sensitive portions of the project site as open space;
8. Install circulation improvements along Paoli Loop and Watson Lane that provide efficient ingress and egress to the proposed project while also ensuring these facilities operate at acceptable levels;
9. Promote public safety by incorporating security measures into the project design; and
10. Mitigate impacts on the environment through implementation of feasible mitigation measures; and

WHEREAS, on December 3, 2018 the Napa County Local Agency Formation Commission (“LAFCO”) confirmed the SOI, which includes the Affected Area; and

WHEREAS, a Pre-Annexation Agreement by and between the City of American Canyon (“City”) and Cecil A. Paoli, an individual (“Paoli Pre-Annexation Agreement”) was executed by Mr. Paoli on February 19, 2019 and approved by the City Council on March 19, 2019 (by City Resolution 2019-22); and

WHEREAS, the Paoli Pre-Annexation Agreement was intended to serve as the basis for formulating land use planning designations and necessary entitlement, transaction, and environmental documents for real property thought to be owned by Mr. Paoli in unincorporated County of Napa (“County”) that was intended to be annexed to the City; and

WHEREAS, on June 18, 2019, the City Council approved a First Amended Pre-Annexation Agreement for the Cecil Augusto Paoli Revocable Family Trust property as a portion of the Paoli Loop/Watson Lane Area Annexation affected area (by City Resolution 2019-44); and

WHEREAS, the General Plan was amended within the Paoli Watson Annexation Project to designate land currently designated Agriculture to Industrial and Residential Estate; and

WHEREAS, land use feasibility factors, such as: historic, resident preference, economic, physical, and

environmental conditions in the Affected Territory necessitate a Residential Estate General Plan land use designation for properties within the Affected Territory located on Watson Lane and Paoli Loop; and

WHEREAS, the Paoli Watson Annexation Project includes Pre-Zoning consistent with the General Plan to designate Residential Estate land Pre-Zoned as such, which would allow residences with a minimum lot size of 1 acre; and

WHEREAS, consideration of land use feasibility factors, such as: historic, resident preference, economic, physical, and environmental conditions in the Affected Territory necessitate the Napa County Airport Land Use Commission review of new residential subdivision applications for properties on Watson Lane and Paoli Loop as described in the new American Canyon Municipal Code Section 19.10.050(F) - Special Development Requirements for the RE Zoning District on Watson Lane and Paoli Loop; and

WHEREAS, land designated as Industrial would be Pre-Zoned as Paoli Light Industrial, which would be a new zoning designation that accommodates existing and new light manufacturing uses, research and development, offices, or similar uses; and

WHEREAS, Industrial land west of the North Slough would be Pre-Zoned Paoli Commercial Overlay District, which would allow commercial and commercially-related uses that capitalize on vehicle access and visibility; and

WHEREAS, within the City limits adjacent to the annexation area, approximately 3 acres generally located between SR-29 and Paoli Loop Road would be rezoned from Light Industrial to Paoli Light Industrial with a Paoli Commercial Overlay District (APN 057-180-001, 002, 003, 004, and 005); and

WHEREAS, no change is proposed to the existing Town Center Pre-Zoning for the annexation parcel east of the Union Pacific Railroad (UPRR) (APN 057-120-017); and

WHEREAS, accordingly, an Environmental Impact Report (EIR) evaluates the Paoli/Watson Annexation Project at a program level of analysis (SCH #2022090097) and includes required mitigation measures and a Mitigation Monitoring and Reporting Program (MMRP); and

WHEREAS, on October 26, 2023, the City of American Canyon Planning Commission conducted a duly noticed public hearing on the Paoli/Watson Lane Annexation Pre-Zoning and Rezoning and recommends City Council approval; and

WHEREAS, on November 7, 2023, the City Council of the City of American Canyon conducted a duly-noticed public hearing on the subject application, at which time all those in attendance were given the opportunity to speak on this proposal and to submit comments.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of American Canyon, having considered all the evidence, including any submitted by member of the public, hereby adopts the Paoli/Watson Annexation Project Pre-Zoning to Residential Estate, Paoli Light Industrial, Paoli Commercial Overlay District, and Railroad Right-of-Way; and Rezoning from Light Industrial to Paoli Light Industrial and Paoli Commercial Overlay District based on the findings and depicted on Exhibit A and Exhibit B and attached hereto.

SECTION 1. Find, based on the following evidence and as required by State Law on General Plan Amendments:

- a. The proposed amendment is deemed to be in the public interest.

Pre-Zoning Residential Estate, Paoli Light Industrial, Paoli Commercial Overlay District, and Railroad Right-of-Way; and Rezoning from Light Industrial to Paoli Light Industrial and Paoli Commercial Overlay District will achieve the project objectives listed in the Resolution recitals which address issues of public interest. Specifically, the Pre-Zoning and Rezoning will facilitate greater economic development and jobs/housing balance as well as facilitating circulation improvements, which are intended objectives in the American Canyon General Plan.

- b. The amendment is consistent with the purposes of this title, as set forth in Chapter 19.01, Authority, Purposes and Effects of the Zoning Ordinance.

The Pre-Zoning and Rezoning is consistent with the purpose of the Zoning Ordinance to protect and promote the public health, safety, peace, comfort, convenience, aesthetics, prosperity, and general welfare because the proposed zoning regulations will maintain high quality architecture (ACMC 19.14.100), and environmental performance standards (ACMC 19.14.040).

SECTION 2. CEQA Compliance with California Environmental Quality Act. The City prepared an Environmental Impact Report (EIR) that evaluates the Paoli/Watson Annexation Project at a program level of analysis (SCH #2022090097) and includes required mitigation measures and a Mitigation Monitoring and Reporting Program (MMRP). The Pre-Zoning and Rezoning are contemplated “Project Approvals” under the Program EIR.

SECTION 3. EFFECTIVE DATE. This ordinance shall become effective effect 30 days after its final passage pursuant to Government Code section 36937.

SECTION 4. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a 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 passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 5. CUSTODIAN OF RECORDS. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk’s office located at 4831 Broadway, Suite 201, American Canyon, CA 94503. The custodian of these records is the City Clerk.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 7TH day of November, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of American Canyon, State of California, held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

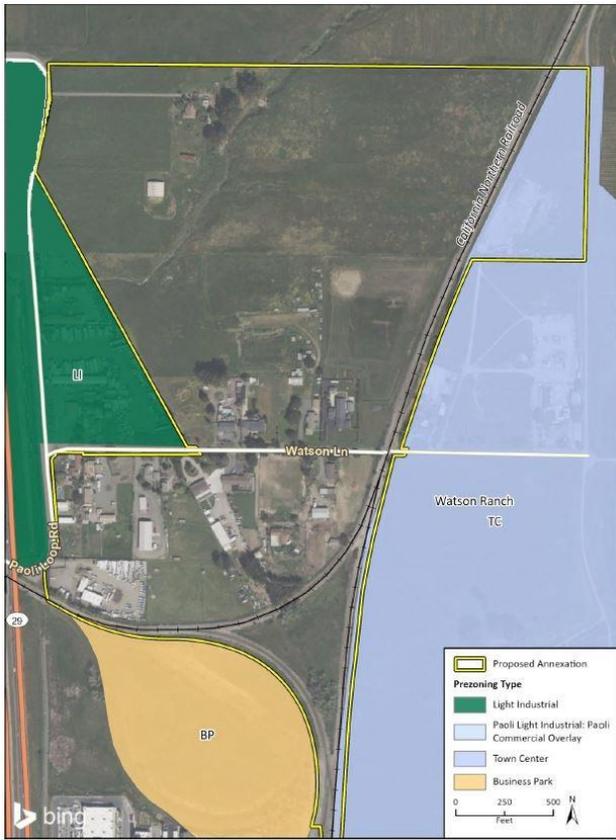
EXHIBITS

- A. Pre-Zoning and Rezoning Map
- B. Pre-Zoning and Rezoning District Regulations

EXHIBIT A

Paoli/Watson Annexation Project Pre-Zoning and Rezoning Map

Existing Pre-Zoning and Zoning



Proposed Pre-Zoning and Rezoning

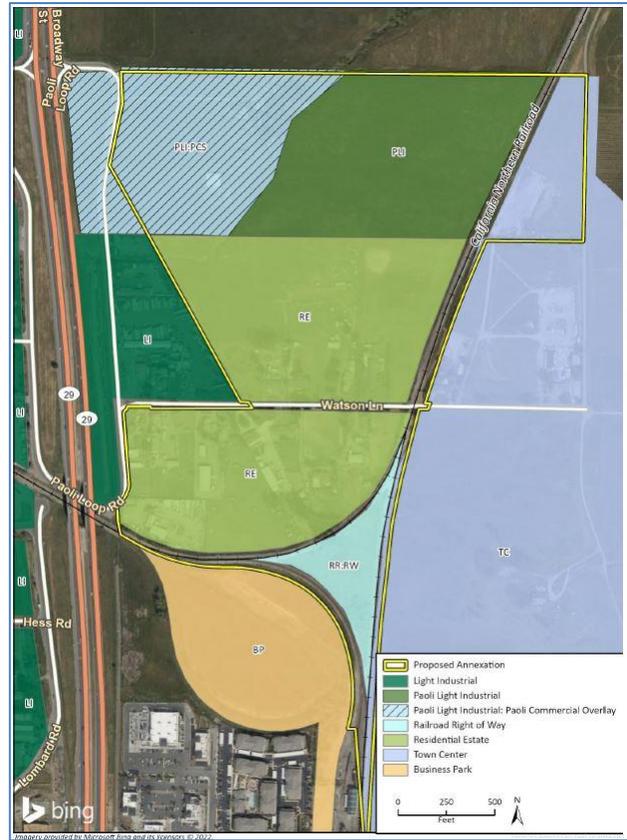


EXHIBIT B

Paoli/Watson Annexation Project Pre-Zoning and Rezoning Regulations

Chapter 19.14 INDUSTRIAL DISTRICTS

19.14.010 Purpose and intent.

The purpose and intent of this chapter is to:

- A. Establish reasonable development standards and a broad range of permitted and conditionally permitted uses to guide the orderly development and use of property within the LI (light industrial) district, Paoli Light Industrial (PLI), and the GI (general industrial) district; and
- B. To ensure that industrial uses are developed and operated in a manner that does not produce dangerous or objectionable elements or conditions. Unless otherwise specified, the location where the determination shall be made of the existence of any dangerous or objectionable element or condition shall be at the lot, parcel or ownership line of the use. (Ord. 2001-02 § 1, 2001)

19.14.020 Establishment of districts.

This chapter establishes three zoning districts to allow a broad range of industrial uses within those districts. The following industrial districts are established:

- A. LI (light industrial) district and PLI (Paoli Light Industrial) district: to accommodate the continuation of existing and the development of new light manufacturing uses, research and development, offices, and similar uses, including businesses that are ancillary to and support such uses, in locations that generally have high public visibility. Outdoor activities are limited and must be fully screened from off-site view.
- B. GI (general industrial) district: to provide areas appropriate for functional industrial activities, including warehousing, manufacturing, food processing, product and equipment assembly, and similar types of uses that may involve both indoor and outdoor activities, and related ancillary uses. (Ord. 2001-02 § 1, 2001)

19.14.030 Applicability.

The provisions of this chapter shall apply to all uses within the industrial districts as shown on the official zoning district map of the city. Development within the industrial districts shall conform to all applicable development standards, regulations, and performance standards of this title. (Ord. 2001-02 § 1, 2001)

19.14.040 Performance standards.

- A. Hazardous Materials. All operations that involve the storage, use or transport of flammable or explosive materials or gases shall be provided with adequate safety devices against the hazard of fire and explosion, and adequate firefighting and fire-suppressing equipment and devices, subject to the approval of the American Canyon fire protection district.
- B. Noise. Noise generated by any use shall comply with any noise standards adopted by the city.
- C. Vibrations. Vibrations associated with on-site operations shall not be discernible off-site, except for those due to operations involved in the construction or demolition of structures or caused by motor vehicles or trains.

D. Airborne Emissions. No airborne emissions shall be produced that are readily detectable off-site without instruments by the average person, or that cause any damage to human health, animals, vegetation or property.

1. Visible emissions shall not exceed the rules and regulations of the Bay Area Air Quality Management District.

2. No emission of odorous gases or other odorous matter shall be produced in such quantities as to be readily detectable off-site by the average person.

E. Electrical Disturbance. No activities shall produce electrical disturbance that affects the operation at any point of any equipment other than that of the creator of such disturbance.

F. Climate. No humidity, heat or cold shall be produced that is perceptible without instruments by the average person off-site.

G. Lights. No bright or flashing lights shall be visible off-site. (Ord. 2001-02 § 1, 2001)

19.14.050 Permitted uses.

Table 19.14.050 of this section sets forth the permitted and conditionally-permitted uses for each industrial district. A “P” designates a permitted use. A “C” indicates a conditionally permitted use subject to approval of a use permit by the planning commission. An “M” indicates a minor use permit is required pursuant to Chapter 19.42. If no letter is found opposite a particular use, it is not permitted in that district.

**Table 19.14.050
PERMITTED AND CONDITIONALLY
PERMITTED USES¹
INDUSTRIAL DISTRICTS**

Use Classifications	Zoning District			Related Provisions
	PLI	LI	GI	
Residential				
Congregate living facility	-	-	-	
Farm employees housing	-	-	-	
Garden apartments	-	-	-	
Mobilehome	-	-	-	
Mobilehome parks	-	-	-	
Multifamily residential	-	-	-	
Residential care home	-	-	-	
Second residential unit	-	-	-	
Single-family residential				
- Detached	-	-	-	
- Semidetached	-	-	-	
Townhouses	-	-	-	
Commercial				
Adult-entertainment business	-	-	P	
Ambulance services	-	P	P	
Animal retail sales	C	-	-	
- Boarding kennel	C	-	-	
- Grooming	C	-	-	
- Medical care	C	-	-	

- Retail sales	C	-	-	
Bank, savings and loan	-	C	-	GP Policy 1.22.2
- Drive-up service	-	C	-	GP Policy 1.22.2
- Walk-up service	-	C	-	GP Policy 1.22.2
Bookstore	-	P	P	
Building materials and services	-	C	P	GP Policy 1.22.6
Catering	-	P	P	
Commercial printing	P	P	P	
- Limited printing	C	C	C	
Communication services	P	P	P	
Drugstores	-	P	P	
Eating and drinking establishments	-	C	C	
Entertainment, indoor	-	-	-	
- Amusement center	-	-	-	
- Gaming	-	-	-	
Food sales	-	C	C	
Funeral and interment services	-	-	-	
Health services	P	-	-	
Hookah bar	-	-	-	
Laboratory	P	P	P	
Lodging services	-	-	-	
- Bed and breakfast inns	-	-	-	
Long-term care facility	-	-	-	
Maintenance and repair services	-	P	P	GP Policy 1.22.6
Nursery	-	-	-	
Offices, business and professional	P	P	C	GP Policy 1.22.1
On-premises liquor consumption	-	-	-	GP Policy 1.22.2
- Tasting room	C	C	C	
Outdoor sales and displays	-	C	-	
Overnight accommodations, lodging services	-	-	-	
Pawnshops	-	-	-	
- Adjacent to residential district	-	-	-	
Personal improvement services	-	C	C	GP Policy 1.22.2
- Adjacent to residential district	-	C	-	
Personal services	-	-	-	
Professional and medical offices	P	P	P	
Recycling collection center	-	C	C	GP Policy 1.22.2
Restaurant	-	C	C	
- Night use	-	C	-	
Restaurant, take-out	-	C	-	
- Night use	-	C	-	
Retail commercial	-	C	-	
Retail food sales	-	-	-	
- Convenience store	-	-	-	
- Liquor store	-	-	-	
Retail sales	-	C	C	GP Policy 1.22.2
- Limited	-	-	-	
- Visitor-oriented	-	-	-	
Tobacco retailer, large-scale	-	-	-	

Tobacco retailer, small-format	-	-	-	
Vapor bar	-	-	-	
Vehicle/equipment sales and service	-	-	-	
- Automobile rental	-	C	-	GP Policy 1.22.6
- Automobile washing	-	-	C	GP Policy 1.22.6
- Service station	-	-	-	
- Vehicle/equipment repair	-	-	P	GP Policy 1.22.6
- Vehicle/equipment sales, lease and rentals	-	C	C	GP Policy 1.22.6
Video rental	-	-	-	
Wholesale, commercial	C	C	P	
Industrial				
Hazardous use	-	-	C	
Industry, general	C	-	P	
Industry, limited	P	P	P	
Mineral extraction	-	-	C	GP Policy 8.15.3—8.17.3
Recycling center	-	-	C	
Research and development	P	P	P	
Storage tank(s)	C	C	C	
Vehicle/equipment services				
- Vehicle/equipment repair	-	-	P	
- Vehicle storage	-	-	C	
Wholesaling, distribution and storage				
- Small scale	C	C	P	
- Trucking terminal	C	-	P	
Recreational				
Campground	-	-	-	
Marina	-	-	-	
Recreational facilities, private	-	-	-	
Recreational facilities, public	-	-	-	
Recreation and sports, indoor	P	P	P	
Recreation and sports, outdoor	-	-	-	
Recreation, passive	-	-	-	
Recreational vehicle park	-	-	-	
Staging area	-	-	-	
Public and Quasi-Public				
Ambulance service	P	P	P	
Animal shelter	C	C	C	
Antenna	P	P	P	
- Commercial	-	-	-	
Cemetery	-	-	-	
Charitable uses	-	-	-	
Club, lodge	-	-	-	
Community center	-	-	-	
Conference center	-	-	-	
Cultural facility	-	-	-	
Day care center	M	M	M	
Emergency shelter	P	P	-	
Government facility	P	P	P	
Hospital	-	-	-	

Maintenance and service facility	P	P	P
Public information center	-	-	-
Public parking	-	-	-
- Structure	-	-	-
Public safety facility	P	P	P
Religious facility	C	C	C
School	-	-	-
Transportation terminal	-	P	P
Utilities, major	C	C	C
Utilities, minor	P	P	P
Agricultural			
Animal husbandry	P	P	P
Crop production	-	-	-
Winery	C	C	P
Accessory			
Accessory dwelling unit	-	-	-
Livestock keeping	-	-	-
Cafeteria	P	P	P
Caretaker's quarters	C	C	C
Day care home, large	-	-	-
Day care home, small	-	-	-
Guest house	-	-	-
Home occupation	-	-	-
Horticulture, limited	-	-	-
Room rentals	-	-	-
Temporary			
Animal show	-	-	-
Circus, carnival	-	-	-
Commercial filming	C	C	C
Live entertainment	-	-	-
Mobile structures	C	C	C
Personal property sales	-	-	-
Retail sales, outdoor	-	-	-
Seasonal sales	P	P	P
Street fair	-	-	-
Tent	-	-	-

19.14.060 Development standards.

Table 19.14.060 of this chapter sets forth the minimum lot area, minimum yard setbacks, and lot coverage standards for each industrial district.

Table 19.14.060

Zoning District	PLI	LI	GI
Minimum area per lot	20,000 sq. ft.	20,000 sq. ft.	40,000 sq. ft.
Minimum width per lot	100 feet	100 feet	150 feet
Minimum depth per lot	100 feet	100 feet	150 feet

Minimum front yard	20 feet	20 feet	20 feet
Minimum side yard			
One-story	5 feet	5 feet	10 feet
Two-story	10 feet	10 feet	10 feet
Street side of corner lot	15 feet	15 feet	15 feet
Minimum rear yard	10 feet	10 feet	10 feet
Minimum setback from Hwy 29	40 feet	40 feet	40 feet
	50 feet avg.	50 feet avg.	50 feet avg.
Minimum setback from arterial	30 feet	30 feet	30 feet
Maximum floor area ratio			
Labor-intensive uses	50%	50%	50%
Low-labor uses	70%	70%	70%
Maximum number of stories	3.0	3.0	3.0
Maximum building height	45 feet	40 feet	40 feet

* Where an existing legal, nonconforming, structure encroaches into a setback, which was established after the building was constructed, the existing building line may be continued subject to community development director approval.

(Ord. 2009-07 § 4, 2009; Ord. 2004-10 Exh. 5, 2004; Ord. 2001-02 § 1, 2001)

19.14.070 Automobile parking requirements.

A. General Provisions.

1. The requirements of this chapter shall apply to the establishment, alteration, or change in any use or structure, except as may be provided for herein. Parking required by this chapter shall be provided at the time any building or structure is erected or enlarged, or a use is established, changed, or expanded. The word “use” shall mean both the type and intensity of the use.

2. When a change in use or expansion in floor area within an existing development increases by twenty percent or more the amount of off-street parking or loading required by the previous use, parking or loading spaces shall be provided for the increased demand. The number of new spaces provided shall be in addition to the number existing prior to the change in use or enlargement, unless the pre-existing number is greater than the number required by this chapter for the previous use, in which case the number in excess of the prescribed minimum may be deducted from the number required to be provided to serve the change in use or enlargement.

3. Required parking spaces shall not be located within any front or side yard setback areas.

4. Except as may be provided for in this chapter, required parking spaces shall be located on the same lot or parcel of land and within three hundred feet of the use they serve. Such distance shall be computed from the nearest point of a structure’s public access to the nearest point of the parking area.

5. The planning commission may approve deviations from these standards by use permit.

B. Number of Spaces Required.

1. Except as may be provided for in this chapter, automobile parking spaces shall be provided in the number set forth in Table 19.14.070(B) of this chapter. These requirements shall be considered minimum standards. The decision-making authority for a project may require more parking than is required by Table 19.14.070(B) when it finds that due to the characteristics of a project, the application of the above standards may lead to traffic congestion or parking violations in adjacent streets as well as unauthorized parking in nearby private lots.
2. Fractional space requirements of .5 or more shall be counted as the next largest whole space.
3. When two or more uses are located in the same building or structure, or are within the same common development, the parking requirements shall be the sum of the separate requirements for each use, except as specifically provided in this chapter.
4. Requirements for uses not specifically listed herein shall be determined by the decision-making authority for a project, based upon the requirements for comparable uses and upon the particular characteristics of the use.
5. Handicapped parking shall be provided according to the latest standards established by the state of California.
6. No area may be utilized and counted both as a required parking space and a required loading space other than for company owned vehicles periodically stored for on-site loading.

Table 19.14.070(B)	
Pre-schools; day care centers	One per staff member, plus 1 for each 10 children.
Religious assembly	1 per 4 fixed seats in the principal sanctuary; one per 9 linear feet of fixed benches; one per 50 square feet of nonfixed seating area.
Offices, business and professional	One per 300 square feet of gross floor area
Retail sales, general	One per 300 square feet of gross floor area
Retail sales, food	One per 250 square feet of gross floor area
Bulk merchandise sales, including furniture, household appliances, and building materials	One per 500 square feet of gross floor area
Vehicle/equipment sales; nursery	One per 500 square feet of gross floor area within any showroom, plus 1 per 1,000 square feet of outdoor display or sales area for the first 10,000 square feet; then 1 per 5,000 square feet of outdoor display or sales area thereafter.
Wholesaling, commercial	One per 500 square feet of gross floor area
Restaurant, including those providing liquor consumption	One per 100 square feet of gross floor area. A minimum of 5 spaces shall be provided for such use.

Bank; savings and loan	One per 200 square feet of gross floor area in public area (excluding vault), plus 1 per 300 square feet of gross floor area for general office uses.
Spectator entertainment; auditorium	One per 4 fixed seats, or one per 9 linear feet of fixed benches, or one per 50 square feet of nonfixed seating area, whichever is greater.
Health club; spa; dance studio	One per 100 square feet of gross floor area accessible to members or clients, including any pool area.
Game court	Three per court
Vehicle repair	Four per repair stall
Service station	One per pump island, plus one per service bay
Car wash, full service	One per 2 employees on the maximum shift, plus vehicle stacking area equal to 3 times the capacity of the enclosed washing operation
Car wash, self-serve	Two spaces for drying and cleaning purposes per stall, plus 2 reservoir spaces in front of each stall.
Self-storage facilities	One per employee; a minimum of 5 spaces shall be provided for such use.
Warehousing and storage	One per 1,000 square feet of gross floor area for the first 20,000 square feet of space, plus 1 per each 2,000 square feet of gross floor area thereafter.
Manufacturing, processing, packing, research, research service	One per 500 square feet of gross floor area
Research and development	One per 300 square feet of gross floor area
Company-owned vehicle parked on premises	One per truck, car or other vehicle

C. Shared Parking.

1. The number of required parking spaces may be reduced for projects comprised of uses that generate parking needs primarily at different times, and that cooperatively establish and operate shared parking facilities.

2. Shared parking may be approved through a conditional use permit for existing development. Where shared parking is proposed for new development as part of a design permit or conditional use permit application, the request shall be processed concurrently with the applications. Nothing in this section shall preclude the reviewing authority from placing additional conditions to protect the health, safety and welfare of the residents of the city or to establish the number or percentage of parking spaces to be shared.

3. The applicant shall provide substantial evidence and documentation (including a description of all uses and operating characteristics) that a sufficient number of spaces are being provided to meet the parking demand of all participating uses at any given time of the day, week or year.

4. All shared parking spaces shall be located so as to be reasonably accessible to the uses they serve, and shall not be separated from such uses by any street, unless otherwise approved by the decision-making authority.

5. Reasonable pedestrian connections shall be provided from any shared parking spaces to all the uses that they serve.

6. Covenants, conditions and restrictions (CC&Rs), deed restrictions or other agreements as may be required by the decision-making authority shall be executed and recorded, ensuring that required parking is provided and that the uses and operating characteristics of all participating uses are maintained.

D. Dimensional Requirements.

1. Standard Spaces. Required minimum parking dimensions are indicated in Table 19.04.070(D). Minimum dimensions shall not include any landscaped areas.

Table 19.04.070(D)					
MINIMUM PARKING DIMENSIONS FOR STANDARD STALLS					
Parking Angle (PA)	Minimum Stall Dimensions			Minimum Aisle Widths (A)	
	Width (W)	Depth (D)	Length (L)	One-Way	Two-Way
Parallel	8'	n/a	22'	18'6"	20'
30 degrees	9'	16'	18'	12'	20'
45 degrees	9'	19'	18'	14'	20'
60 degrees	9'	20'	18'	20'	20'
90 degrees	9'	18'	18'	25'	25'

2. Compact Spaces. Reduced dimensions of eight feet in width and sixteen feet in length (ninety-degree stalls) may be allowed for uncovered parking spaces for uses that have at least twelve parking spaces. Compact spaces shall not exceed twenty percent of the total required parking spaces. Compact spaces shall be clearly indicated by appropriate markings and signage.

E. Striping and Surfacing. All parking lots shall be permanently surfaced and striped in accordance with the city's engineering standards and specifications.

F. Parking Lot Entries. All parking lot entries shall have the minimum widths specified in the city's engineering standards and specifications.

G. Curbing and Walkways.

1. Continuous concrete curbing at least six inches high and six inches wide shall be provided at least three feet from any wall, fence, property line, walkway, or structures where parking and/or drive aisles are located adjacent thereto. Curbing may be left out at structure access points.

2. The clear width of a walkway that is adjacent to overhanging parked cars shall be at least four feet.

3. Individual wheel stops shall not be used.

H. Drainage. All required off-street parking areas shall be so designed that surface water will not drain over any sidewalk or adjacent property.

I. Landscaping.

1. Surface parking areas of ten or more spaces shall have a landscaped area equal to a minimum of ten percent of the parking and circulation area.

2. Landscaped areas shall be distributed throughout the parking area as evenly as possible. In larger parking areas (two or more maneuvering aisles), interior landscaping shall be used to visually separate the parking area into small spaces. Parking row ends shall be protected by landscaped planters.

3. Landscaped areas shall have a minimum width of five feet.

4. A minimum of one tree shall be provided for every six parking spaces in a double-loaded layout, and one for every three spaces in a single-loaded layout. The trees shall be located so as to visually disrupt long rows of parked vehicles; trees may be clustered. Canopy-type trees should be used to provide a relatively consistent tree cover which will shade the pavement and vehicles.

5. A landscaped strip shall be provided adjacent to any public or private street wherever parking or circulation is generally or immediately located adjacent to such rights-of-way.

6. Defined pedestrian routes shall be incorporated into parking and landscaped areas.

7. Landscape areas shall be bordered by a concrete curb that has a minimum height and width of six inches. Landscaped planters within parking areas may be diamond-shaped in design.

8. The setbacks from streets required by the schedule of zoning district regulations shall be fully landscaped (see APMC Section 19.22.040)

J. Screening.

1. Where vehicles are to be parked immediately adjacent to a public or private street, a solid wall, opaque fence, berm, or compact evergreen hedge with a maximum height of thirty inches, measured from the finished surface of the parking area shall be provided.

2. Where a parking or loading area in an industrial district is located directly across a street or alley from a residential district, a solid wall, opaque fence, berm, or compact evergreen hedge not less than six feet in height shall be located on the property line.

K. Lighting.

1. Public parking areas designed to accommodate three or more vehicles shall have lighting facilities capable of providing sufficient illumination at every point of the parking area. A lighting study demonstrating that a minimum of one foot candle will be maintained across the surface of the parking area may be required by the community development director.

2. Any parking area illumination, including security lighting shall be so arranged as to reflect away from adjoining properties and rights-of-way.

L. Location of Parking Spaces.

1. Parking shall be designed so that all maneuvering may occur on-site and that all vehicles may enter an abutting street in a forward direction.

2. No space in a parking lot shall be located so that a vehicle must maneuver within twenty feet of a vehicular entrance, measured from the property line.

M. Maintenance. All required parking facilities and areas, including landscaping, surfacing, and striping shall be permanently maintained in good condition, free of weeds, litter and debris. (Ord. 2001-02 § 1, 2001)

19.14.080 Loading requirements.

A. Number Required. Loading spaces shall be provided for all industrial uses according to Table 19.14.080(A) below for the specified uses. The decision-making authority may require more loading spaces than are required by Table 19.14.080(A) to insure that a sufficient off-street loading area will be provided to accommodate routine operations in a safe and convenient manner. Required loading spaces shall be designated as such and restricted to such use.

Table 19.14.080(A)

Use	Gross Floor Area	Minimum Loading Spaces
Commercial (non-office)	<5,000 sq. ft.	None
	5,000—20,000 sq. ft.	One
Office	<20,000 sq. ft.	None
	20,000—40,000 sq. ft.	One
Manufacturing, wholesale, warehousing, industrial	<20,000 sq. ft.	One
All of the above uses	Each additional 20,000 sq. ft.	One additional space

B. Minimum Dimensions. Each loading space shall have an unobstructed minimum dimension of twelve feet in width, forty-five feet in length, and fourteen feet in height. Larger spaces may be required by the decision-making authority to ensure that a sufficient off-street loading and unloading area will be provided to accommodate routine delivery or shipment operations in a safe and convenient manner.

C. Location of Loading Spaces.

1. Loading spaces required by this chapter shall be located immediately adjacent to the exterior wall of the building they serve or within the building and should minimize potential impacts on adjacent uses.

2. Loading spaces shall not be located in any required front or side yard.

3. Loading spaces should be so located and designed that trucks shall not be required to back into a public street for ingress or egress. Truck maneuvering areas should be provided on-site where necessary to comply with this requirement.

4. Loading spaces should be concealed from off-site view to the maximum extent feasible.

5. Where a loading area in a commercial or industrial district is located directly across a street or alley from a residential district, a solid wall, opaque fence, or compact evergreen hedge not less than six feet in height shall be located on the property line. (Ord. 2001-02 § 1, 2001)

19.14.090 Bicycle parking requirements.

A. Bicycle parking shall be provided in commercial and employment areas according to Table 19.14.090(A) below.

Table 19.14.090(A)

Total Automobile Parking Spaces	Minimum Number of Bicycle Spaces
1—4	0
5—14	1
14—29	2
30—44	3
45—59	4
60—74	5
75—99	6
100—199	7
200—299	8
300—399	9
400 and greater	10

B. Bicycle parking should be located in highly visible locations and should be lockable. (Ord. 2001-02 § 1, 2001)

19.14.100 Building Design (All Industrial Districts).

A. Achieve high quality development design and existing use compatibility following design features:

- a. Architectural treatment of all building elevations.
- b. Extensive use of landscape along the primary street frontages and parking lots.
- c. Enclose storage areas visible from principal highways (including Highway 29) and peripheral residential and commercial districts with decorative screening or other elements.
- d. Screen rooftop mechanical equipment with a parapet or roof screen equal in height to the mechanical equipment.

B. Require that industrial areas developed as research and development and office-oriented business parks be designed to convey a unified character by consideration of the following:

- a. Interconnect individual buildings with pedestrian walkways, arcades, and/or other visual elements.
- b. Differentiate building facades with materials, color, architectural details and building elevation articulation.
- c. Incorporate extensive landscape in parking areas, along building frontages, and other public areas.
- d. Use consistent and well-designed public and informational signage.
- e. Install of elements that define key entry points into the industrial district.

Chapter 19.20 PAOLI LIGHT INDUSTRIAL COMMERCIAL OVERLAY DISTRICT

19.20.010 Purpose.

The purpose of the Paoli Light Industrial Commercial Overlay District is to accommodate commercial and commercially related uses that capitalize on vehicle access and visibility from Highway 29 and Newell Drive and serve industrial uses in the City's Industrial Parks.

19.20.020 Allowable uses.

A. Property in the Paoli Light Industrial Commercial Overlay District may be used either for industrial purposes, consistent with the permitted and conditionally permitted uses allowed by this title for the underlying Paoli Light Industrial (PLI) base zone district, or for commercial purposes¹.

B. The following uses as defined in use classifications, are permitted¹:

1. **Public and quasi-public uses:**

- a. Charitable uses
- b. Public information center
- c. Utilities, minor

2. **Commercial uses:**

- a. Ambulance Services
- b. Bank, savings and loan, including walk-up service
- c. Bookstore
- d. Catering
- e. Drugstore
- f. Food Sales
- g. Lodging services
- h. Maintenance and Repair Services
- i. Personal services
- j. Restaurant
- k. Restaurant, Night Use
- l. Restaurant, take-out
- m. Retail sales
- n. Zero Emission Vehicle Service Station

C. The following uses as defined in use classifications, are permitted subject to a conditional use permit¹:

1. **Commercial uses:**

- a. Automobile rental
- b. Entertainment, indoor
- c. On-premises liquor consumption, tasting room
- d. Personal Improvement Services
- e. Vehicle/equipment sales and service

Chapter 19.10 RESIDENTIAL DISTRICTS

19.10.010 Purpose and intent.

A. Purpose. The purpose for establishing these residential districts, permitted uses, and development standards is to:

1. Provide appropriately located areas for residential development consistent with the general plan and with standards of public health and safety established by the municipal code;
2. Ensure adequate light, air, privacy, and open space for each dwelling by establishing reasonable development standards for the mass, scale, and location on a building site for all new residential construction;
3. Achieve a high standard of site and building design, and design compatibility with surrounding neighborhoods;
4. Provide for a range of permitted uses and activities within the various residential districts; and
5. Provide sites for public and semipublic land uses needed to complement residential development or requiring location in a residential environment.

B. Intent. The intent of this chapter is to establish a range of permitted uses and reasonable development standards to guide the orderly development within each residential district in a manner consistent with the general plan's land use schedule and subarea schedule. (Ord. 2001-02 § 1, 2001)

19.10.020 Establishment of districts.

In order to provide sufficient land to meet the housing needs of all existing and future residents of the city, the following residential districts are established:

A. RE (residential estate) districts: to provide for residential estate areas where the minimum lot size is one acre.

B. RR (rural residential) districts: to provide for very low-density residential uses and related activities in existing or proposed large-lot residential neighborhoods, and in the peripheral foothill areas of the city. There are three separate RR districts:

1. RRH (rural residential hillside) districts: requires a minimum lot size of twenty thousand square feet and imposes special development standards.

2. The RR-20000 district requires a minimum lot size of twenty thousand square feet.

3. The RR-10000 district requires a minimum lot size of ten thousand square feet.

C. RS (suburban residential) districts: to provide for low-density residential uses and related activities in areas of the city predominated by subdivisions with single-family lot patterns. There are two separate RS districts:

1. The RS-8000 district with a minimum lot size of eight thousand square feet.

2. The RS-6500 district with a minimum lot size of six thousand five hundred square feet.

D. RM (medium residential) districts: to accommodate multifamily residential uses in areas of minimal constraints and ready access to transportation and services, with single-family uses allowed under some circumstances in conformance with the general plan. Development in the RM district shall be within the range of five to twelve units per gross acre.

E. RH (high residential) districts to provide for high-density multifamily residential uses in areas of minimal constraints and ready access to transportation and services, and to provide a range of housing opportunities. There are two separate RH districts:

1. The RH-1 district with a density range of twelve to sixteen units per gross acre.
2. The RH-2 district with a density of twenty units per gross acre.

F. RO (residential overlay) district to provide for high-density multifamily residential uses on selected sites in community commercial and neighborhood commercial districts, in single or multi-use structures. The RO district provides a density of twenty units per gross acre west of Broadway/Highway 29, a density of thirty-five units per gross acre east of Broadway/Highway 29. Development standards shall comply with Tables 1 and 2 of Chapter 19.11, community commercial and neighborhood commercial district for multifamily residential and mixed-use structures. (Ord. 2015-01 § 2, 2015; Ord. 2006-07 § 4, 2006; Ord. 2001-11 § 1, 2001; Ord. 2001-02 § 1, 2001)

19.10.030 Applicability.

The provisions of this chapter shall apply to all uses within the residential districts as shown on the official zoning district map of the city. Development within the residential districts shall conform with all applicable development standards, regulations, and performance standards of this title. (Ord. 2001-02 § 1, 2001)

19.10.040 Permitted uses.

Table 19.10.040 of this section sets forth the permitted and conditionally permitted uses for each residential district. A “P” designates a permitted use. A “C” indicates a conditionally permitted use subject to approval of a use permit by the planning commission. An “M” indicates a minor use permit is required pursuant to Chapter 19.42. If no letter is found opposite a particular use, it is not permitted in that district.

**Table 19.10.040
PERMITTED AND CONDITIONALLY PERMITTED USES
RESIDENTIAL DISTRICTS¹**

RESIDENTIAL DISTRICT Use Classifications	ZONING DISTRICTS						Related Provisions
	RRH	RE	RR	RS	RM	RH	
Residential							
Congregate living facility	-	-	-	-	P	P	
Cottage food operations	P	P	P	P	P	P	
Employee housing (1 to 6 occupants)	P	P	P	P	-	-	
Garden apartments	-	-	-	-	P	P	
Mobilehome	-	C	C	C	-	-	
Mobilehome park	-	-	-	-	C	C	Chapter 19.10

RESIDENTIAL DISTRICT	ZONING DISTRICTS						
Use Classifications	RRH	RE	RR	RS	RM	RH	Related Provisions
Multifamily residential	-	-	-	-	P	P	
Residential care home	-	P	P	P	P	P	
Second residential unit	P	P	P	P	P	-	Section 19.10.120
Single room occupancy	-	-	-	-	-	P	Section 19.10.160
Single-family residential		-	-	-	-	-	
- Detached	P	P	P	P	p ²	p ²	² GP Policy 1.8.3
- Semidetached	-	-	p ³	p ⁴	P	P	³ GP Policy 1.7.1 ⁴ GP Policy 1.7.2
Townhouses	-	-	-	-	P	P	
Commercial							
Adult business	-	-	-	-	-	-	
Animal sales and service	-	C	-	-	-	-	
- Boarding kennel	-	C	-	-	-	-	
- Grooming	-	C	-	-	-	-	
- Medical care	-	C	-	-	-	-	
- Retail care	-	C	-	-	-	-	
Bank, savings and loan	-	-	-	-	-	-	
- Drive-up service	-	-	-	-	-	-	
- Walk-up service	-	-	-	-	-	-	
Building materials and services	-	-	-	-	-	-	
Catering	-	-	-	-	-	-	
Commercial printing	-	-	-	-	-	-	
- Limited printing	-	-	-	-	-	-	
Communication services	-	-	-	-	-	-	
Entertainment, indoor	-	-	-	-	-	-	
- Amusement center	-	-	-	-	-	-	
- Gaming	-	-	-	-	-	-	
Funeral and interment services	-	-	-	-	-	-	
Health services	-	-	-	-	-	-	
Laboratory	-	-	-	-	-	-	
Lodging services	-	-	-	-	-	-	
- Bed and breakfast inn	C	C	C	-	-	-	

RESIDENTIAL DISTRICT	ZONING DISTRICTS						
Use Classifications	RRH	RE	RR	RS	RM	RH	Related Provisions
Long-term care facility	-	-	-	-	-	-	
Maintenance and repair services	-	-	-	-	-	-	
Nursery	-	-	-	-	-	-	
Offices, business, and professional	-	-	-	-	-	-	
On-premises liquor consumption		-	-	-	-	-	
- Tasting room	-	-	-	-	-	-	
Pawnshops	-	-	-	-	-	-	
Personal improvement services	-	-	-	-	-	-	
- Night use	-	-	-	-	-	-	
Personal services	-	-	-	-	-	-	
Recycling collection center	-	-	-	-	-	-	
Restaurant	-	-	-	-	-	-	
- Night use	-	-	-	-	-	-	
Restaurant, take-out	-	-	-	-	-	-	
- Night use	-	-	-	-	-	-	
Retail food sales	-	-	-	-	-	-	
- Convenience store	-	-	-	-	-	-	
- Liquor store	-	-	-	-	-	-	
Retail sales	-	-	-	-	-	-	
- Limited	-	-	-	-	-	-	
- Visitor-oriented	-	-	-	-	-	-	
Vehicle/equipment sales and service	-	-	-	-	-	-	
- Automobile rental	-	-	-	-	-	-	
- Automobile washing	-	-	-	-	-	-	
- Service station	-	-	-	-	-	-	
- Vehicle/equipment repair	-	-	-	-	-	-	
- Vehicle/equipment sales, lease and rentals	-	-	-	-	-	-	
Wholesaling, commercial	-	-	-	-	-	-	
Industrial							
Hazardous use	-	-	-	-	-	-	
Industry, general	-	-	-	-	-	-	

RESIDENTIAL DISTRICT	ZONING DISTRICTS						
Use Classifications	RRH	RE	RR	RS	RM	RH	Related Provisions
Industry, limited	-	-	-	-	-	-	
Mineral extraction	-	-	-	-	-	-	
Recycling center	-	-	-	-	-	-	
Research and development	-	-	-	-	-	-	
Storage tank(s)	-	-	-	-	-	-	
Vehicle/equipment services	-	-	-	-	-	-	
- Vehicle/equipment repair	-	-	-	-	-	-	
- Vehicle storage	-	-	-	-	-	-	
Wholesaling, distribution and storage	-	-	-	-	-	-	
- Small scale	-	-	-	-	-	-	
- Trucking terminal	-	-	-	-	-	-	
Recreational							
Recreational facilities, public	C	C	P	P	P	P	
Recreation and sports, outdoor	C	C	C	C	C	C	
Recreation, passive	C	C	C	C	C	C	
Staging area	C	C	C	-	-	-	
Public and Quasi-Public							
Antenna	-	-	P	P	P	P	
- Exceeding height limitations	-	-	C	C	C	C	
Community center	-	-	-	C	C	C	GP Policy 1.12.1
Conference center	-	-	-	-	-	-	
Cultural facility	-	-		C	C	C	GP Policy 1.12.1
Day care center	-	M	M	M	M	M	GP Policy 1.23.5
Homeless shelter	-	-	-	-	C	C	Chapter 19.42
Public safety facility	C	C	C	C	C	C	
Religious facility	C	C	C	C	C	C	GP Policy 1.23.4
School	-	C	C	C	C	C	GP Policy 1.12.1
Utilities, major	-	-	C	C	C	C	
Utilities, minor	-	-	P	P	P	P	
Agriculture							
Animal husbandry	-	P	-	-	-	-	
Crop production	C	P	-	-	-	-	

RESIDENTIAL DISTRICT	ZONING DISTRICTS						
Use Classifications	RRH	RE	RR	RS	RM	RH	Related Provisions
Accessory							
Accessory dwelling unit	-	-	-	-	-	-	
Livestock keeping	P	P	P	P	-	-	Chapter 19.31
Caretaker's quarters	C	C	-	-	-	-	
Family child care home, large	P	P	P	P	-	-	Chapter 19.33
Family child care home, small	P	P	P	P	P	P	
Guest house	C	C	C	C	-	-	
Home occupation	P	P	P	P	P	P	Chapter 19.29
Horticulture, limited	P	P	P	P	P	P	
Room rentals	-	-	C	C	-	-	
Temporary							
Animal show			-	-	-	-	
Commercial filming	C	C	C	C	C	C	
Mobile structures	C	C	C	C	C	C	Chapter 19.30
Personal property sales	P	P	P	P	P	P	

1 Permitted and conditionally permitted uses on parcels located within a designated Napa County Airport compatibility zone may be restricted or prohibited subject to the requirements of the policies related to airport compatibility in the American Canyon general plan and the Napa County Airport land use compatibility plan. Restrictions may include the requirement for recordation of overflight or aviation easements.

(Ord. 2017-07 § 2, 2017; Ord. 2015-01 § 2, 2015; Ord. 2014-06 § 3, 2014; Ord. 2013-07 § 3, 2013; Ord. 2010-03 § 3, 2010; Ord. 2010-02 § 4, 2010; Ord. 2009-12 § 3, 2009; Ord. 2009-11 § 3, 2009; Ord. 2005-02, 2005; Ord. 2001-11 § 1, 2001; Ord. 2001-02 § 1, 2001)

19.10.050 Lot area, yard setbacks, and building coverage standards.

Table 19.10.050 of this section sets forth the minimum lot area, minimum yard setbacks, and lot coverage standards for each residential district. The provisions of this section shall establish the minimum lot area and yard and setback standards for each residential zoning district.

A. Minimum Lot Area. Except as otherwise provided by this chapter, the minimum lot area shall be determined by multiplying the lot width by the lot depth. The lot width shall be the horizontal distance between the side property lines measured at right angles to the depth at a point midway between the front and rear property lines. The lot depth shall be the horizontal distance between the front and rear property lines of a site measured along a line midway between the side property lines.

1. Flag Lots.

a. The area of a flag lot's access corridor shall not be included in determining the site area of the lot (see Figure A-2).

b. The corridor of land which provides access to a street for a flag lot shall have a minimum street frontage of sixteen feet and a minimum width which is less than the required lot width but not less than sixteen feet (see Figure A-2).

2. Width of Residential Corner Lots. The minimum width of corner lots in a residential district shall be a minimum of ten percent greater than the minimum width for the district specified in Table 19.10.050 of this chapter.

3. Depth Adjoining State Highway or Railroad. A lot whose rear lot line abuts a state highway or railroad right-of-way shall have a minimum depth that is at least twenty percent greater than the lot depth standard for the applicable zoning district.

4. Minimum Lot Frontage on a Cul-de-Sac. Unless otherwise approved by the city council in conjunction with the approval of a subdivision map, all lots in the bulb of a cul-de-sac shall have a minimum width or street frontage at the property line of forty feet.

B. General Yard Provisions. Except as otherwise provided by this chapter and specific district regulations, the provisions of this section apply to the placement of principal structures. The location of accessory buildings, equipment, and uses and the required separation between primary buildings is addressed elsewhere in this chapter.

1. Point of Measurement. Except as otherwise provided, required yards shall be measured as the minimum horizontal distance from the appropriate front, side, or rear property line or street/alley right-of-way line of the site to a line parallel thereto on the site (see Figure A-1).

2. Partially-Improved Streets. Where a site abuts a street having only a portion of its required width dedicated or reserved for street purposes, site area and required yards shall be measured from a line drawn on the boundary of the additional width required for street purposes abutting the site.

3. Irregularly-Shaped Lots. On corner lots, through lots, lots with three or more frontages, flag lots, and irregularly-shaped lots where the provisions of this chapter do not clearly establish the location of yards and lot lines, the community development director shall make such determination, using the provisions of this chapter for guidance.

C. Projections into Yards. Projections are permitted into yards required for principal buildings as follows, subject to the provisions of the Uniform Building Code:

1. Eaves and cantilevered roofs may project up to two and one-half feet, provided:

a. That such eaves or cantilevered roofs are not closer than two and one-half feet to any lot or street line.

b. That no portions of such eaves or cantilevered roofs are less than eight feet above grade.

c. That there are no vertical supports or members within the required yard (see Figure A-4).

2. Fireplace structures, buttresses, and wing walls may project up to two and one-half feet, provided:

a. That a minimum five feet is provided on the side yard where front yard access is provided.

b. That such structures shall not be utilized to provide closets or otherwise increase usable floor area.

c. That such fireplace structures are not wider than six feet measured in the general direction of the wall of which it is a part (see Figure A-5).

3. Bay and greenhouse windows may project up to two and one-half feet, provided:

- a. That such windows are not closer than two and one-half feet to any lot or street line.
 - b. That there are no vertical supports or members within the required yard.
 4. Uncovered porches, platforms, landings, and decks, including access stairs thereto may project up to three feet into required interior side yards, and up to five feet into required front, rear, and corner side yards, provided:
 - a. That such projections shall not be closer than two feet to any lot or street line;
 - b. That such projections are open and unenclosed; provided, however, that an openwork railing not to exceed three and one-half feet in height may be installed;
 - c. That such projections do not exceed any average height of one foot;
 - d. That such projections do not extend above the level of the first floor.
 5. Awnings and canopies may project up to two and one-half feet into required interior side yards and five feet into required front, rear, and corner side yards, provided:
 - a. That such awnings or canopies are not closer than two and one-half feet to any lot or street line;
 - b. That such awnings or canopies have no vertical support within such yard;
 - c. That such awnings or canopies extend only over the windows or doors to be protected, and for not more than one foot on either side thereof.
 6. Covered patios attached to a dwelling unit may project into a required rear yard, provided:
 - a. That such patio is not closer than five feet to any lot line;
 - b. That such patio shall remain permanently unenclosed on at least two sides. This provision, however, shall not preclude the placement of detachable screens;
 - c. A freestanding patio shall be subject to the same requirements as accessory buildings in rear yards as provided by Section [19.10.060](#).
 7. Rain conductors, downspouts, utility-service risers, shutoff valves, sills, capitals, bases, cornices, and belt courses may project up to one foot into a required yard.
 8. Water heaters, water softeners, and utility meters, including service conduits and pipes, enclosed or unenclosed may project up to two and one-half feet into a required interior side or rear yard, provided that such structures or equipment are not closer than two and one-half feet to any lot line. Gas meters, if enclosed or adequately screened from view by a structure permitted in the yard, may project up to two and one-half feet into a required front or corner side yard.
 9. Wall and window-mounted air conditioners, coolers, and fans may project into any required yard, provided that such equipment is not closer than two and one-half feet to any lot line.
- D. Maximum Building Coverage. The maximum building coverage allowed in each residential district is the percentage of the building site covered by all primary and accessory structures on the site, measured horizontally to the outside face of exterior walls or structural members. Open decks and balconies and open breezeways connecting two buildings are not included in lot coverage.

Table 19.10.050

SCHEDULE OF RESIDENTIAL DISTRICT REGULATIONS

Zoning Districts	RRH	RE	RR-20000	RR-10000	RS-8000	RS-6500	RM	RH
Maximum density	One unit/acre max	One unit/acre max	2 units/acre	4 units/acre	5—6 units/acre	6—7 units/acre	Per General Plan	Per General Plan
Minimum area per lot	20,000 sq. ft.	43,560 sq. ft.	20,000 sq. ft.	10,000 sq. ft.	8,000 sq. ft.	6,500 sq. ft.	20,000 sq. ft. ¹	20,000 sq. ft. ¹
Minimum width per lot	100 ft.	120 ft.	75 ft.	70 ft.	65 ft.	60 ft.	100 ft. ¹	100 ft. ¹
Minimum depth per lot	160 ft.	200 ft.	120 ft.	110 ft.	100 ft.	90 ft.	100 ft. ¹	100 ft. ¹
Minimum setback from Newell Drive	Single story - 300 ft. Two-story homes - 400 ft.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Minimum front yard	30 ft.	10% of lot depth	20 ft.	20 ft.	15 ft.	15 ft.	15 ft.	20 ft.
Garage	35 ft.		—	—	20 ft.	20 ft.	20 ft.	—
Minimum side yard								
First story	15 ft. with no less than 35 ft. between homes on adjoining parcels	10% of lot width	10 ft.	10 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Second story	20 ft.		10 ft.	10 ft.	8 ft.	8 ft.	10 ft.	10 ft.
Street side of corner lot	25 ft.		10 ft.	10 ft.				
Minimum rear yard	30 ft.	25% of lot depth	20 ft.	20 ft.	20 ft.	15 ft.	10 ft.	10 ft.
Building envelope								
20,000 sq. ft. to 1 acre lots	Maximum 8,000 sq. ft.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
> 1 acre lots	12,000 sq. ft.							

Zoning Districts	RRH	RE	RR-20000	RR-10000	RS-8000	RS-6500	RM	RH
Maximum building coverage	60% of approved building envelope	30%	30%	30%	40%	40%	50%	50%
Maximum number of stories	2	2.5	2.5	2.5	2.5	2.5	3	3
Maximum building height								
Main structure	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.	42 ft.	42 ft.
Detached accessory building	15 ft.	20 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.

1. Applies only to the new parcels created after the effective date of the zoning code.

E. Special Development Requirements for the RRH zoning district:

1. Subdivisions in the RRH Zoning District shall be subject to the following standards:

a. Residential lots shall vary significantly in size in order to create the openness and variation characteristic of a rural neighborhood. No more than two contiguous lots shall be of the same size. Lot size variations shall be achieved by varying lot area/lot widths. Parcel size variations on contiguous lots of one acre or less shall vary up or down a minimum of twenty-five percent in size. Contiguous lots larger than one acre shall vary up or down in size by ten percent.

b. The subdivision design shall ensure protection of designated viewsheds from Newell Drive to the highest ridgeline located to the east of the project.

c. Each residential lot will identify a maximum building height that will enable other homes with sufficient elevation to achieve a view toward the Napa River wetlands. Technical information that enables identification of a maximum building height will include but not be limited to: lot placement within the subdivision, building envelope placement, and grading. The maximum building height will be recorded in the project CC&Rs (Covenants, Codes and Restrictions).

d. Design guidelines addressing architecture for individual homes shall be prepared and submitted to the city of American Canyon, concurrently with submittal of a tentative subdivision map, master plan or specific plan. The design guidelines must be consistent with the General Plan Land Use Element Design Principles (Policy 1.11.5).

e. Native landscaping shall be provided in the Newell Drive setback area. The preliminary and final landscape improvement plans for this common area open space shall include clusters of native shrubs and trees to enhance the privacy and soften the visual form of future homes as viewed from public areas such as Newell Drive. Such landscape improvements shall be approved by the city and maintained by the subdivision’s homeowner’s association.

f. Streets within the RRH district may make use of a reduced overall paved width of not less than thirty feet, subject to approval of a design exception to be considered concurrently with the approval of a tentative subdivision map.

2. Residential Building Permit Requirements.

a. To determine potential impacts to viewsheds and neighboring properties, the applicant shall install story poles to provide a three-dimensional, full-scale, silhouette structure that outlines the location, bulk and mass that a proposed structure will occupy on a site prior to submittal of a building permit for any structure on a residential parcel.

b. Prior to submittal of a building permit for any structure or group of structures, the applicant shall submit written documentation from the applicable homeowner's association that the application complies with the design guidelines in the recorded CC&Rs.

c. An active homeowner's association shall be set up to ensure maintenance of private infrastructure and administer enforcement of neighborhood CC&Rs. (Ord. 2015-01 § 2, 2015; Ord. 2004-10 Exh. 1, 2004; Ord. 2001-11 § 1, 2001; Ord. 2001-02 § 1, 2001)

F. Special Development Requirements for the RE Zoning District on Watson Lane and Paoli Loop:

1. Proposed subdivisions that create additional residential lots within the RE Zoning District on Watson Lane and Paoli Loop shall be subject to review by the Napa Airport Land Use Commission prior to final action by the City of American Canyon.

2. This Special Development Requirement shall not apply to any of the following situations:

- a. Subdivisions that do not create additional residential lots (i.e.: Lot Line Adjustment).
- b. Properties on Watson Lane or Paoli Loop without RE zoning.
- c. Residential development pursuant to State Law (i.e.: SB9).
- d. Properties on Watson Lane or Paoli Loop that are not located in Napa Airport Land Use Compatibility Zone "D."

19.10.060 Accessory structures, equipment and uses.

Accessory structures, equipment and uses are permitted in required yards of residential districts as provided herein:

A. Accessory Structures.

1. Accessory structures may be located no closer than three feet to the side and rear yards required for the primary structure, provided that in the aggregate, no more than fifty percent of the required rear yard area shall be covered by accessory structures. Accessory structures are permitted only on lots having a primary dwelling.

2. On a reversed corner lot, an accessory structure shall not be located closer to the rear property line than the required side yard on the adjoining key lot, and not closer to the side property line adjoining the street than the required front yard on the adjoining key lot.

3. Maximum height of an accessory structure shall be fifteen feet.

4. Steel shipping containers may not be located in any residential district unless it is not visible from any public property or right-of-way.

B. Planters. Planter boxes and masonry planters are permitted in all required yards not to exceed a height of three and one-half feet.

C. Swimming Pools. A swimming pool is permitted in a required rear or side yard provided it is not closer than five feet to any lot line.

D. Swimming Pool Equipment and Safety Fences.

1. Swimming pool or spa equipment vaults may be located in a side yard so long as a minimum clear distance is provided between the vault and a fence, wall, or other structure of three feet.

2. Swimming pool or spa equipment vaults may be located adjacent to a rear property line within a required side yard.

3. Required safety fences for swimming pools and spas six feet in height or less may be located within any required side or rear yard. (Ord. 2001-02 § 1, 2001)

19.10.070 Distance between buildings in residential districts.

The provisions of this section shall apply where more than one building is placed on a parcel in a residential district.

A. Distance Between Main Buildings. A minimum distance of ten feet shall be maintained between all primary residential buildings established on the same lot or parcel of land.

B. Distance Between Accessory and Primary Buildings. Except where a greater distance is otherwise required by this chapter, a minimum distance of six feet shall be required between any primary residential building and an accessory building established on the same lot or parcel of land.

C. Projections Between Buildings. The following projections are permitted within the required distance between buildings, provided they are developed subject to the same standards as, and not closer to a line midway between such buildings, than is permitted in relation to a side lot line within a required interior side yard:

1. Eaves and cantilevered roofs;

2. Fireplace structures, buttresses, and wing walls;

3. Rain conductors and spouts, water tables, sills, capitals, cornices, and belt courses;

4. Awnings and canopies;

5. Water heaters, water softeners, gas or electric meters, including service conductors and pipes;

6. Stairways and balconies above the level of the first floor;

7. Uncovered porches, platforms, landings, and decks, including access stairs thereto, which do not extend above the first floor are permitted within the required distance between buildings without distance restriction. (Ord. 2001-02 § 1, 2001)

19.10.080 Fences and walls.

Fences and walls in residential districts may be erected and maintained in required yards subject to the standards specified herein. All height limitations applying to fences and walls shall also apply to hedges planted within yards and forming a barrier serving the same purpose as a fence or wall.

A. Location in Yards.

1. Front Yards. Fences and walls within a required front yard shall not exceed a height of forty-two inches.

2. Corner Side Yards.

a. Fences and walls within a required corner side yard shall not exceed three and one-half feet in height where closer than ten feet to the street line, nor exceed six feet in height where ten feet or more from the street line, notwithstanding the provisions of the following subsection related to vision clearance.

b. On a corner lot, no fence, wall, hedge, or other artificial obstruction within a triangular area formed by the street property lines and a line connecting points on the street property lines equal to the front setback (for the applicable zone district but no less than twenty feet) from the street intersection shall exceed a height of three feet above established grade at the edge of the existing or proposed pavement, provided that trees pruned to eight feet above street grade shall be permitted (see Figure A-6).

c. Interior Side and Rear Yards. Fences and walls within a required interior side or rear yard shall not exceed six feet in height. When not within required setbacks, maximum fence height shall be ten feet.

3. Lots of Twenty Thousand Square Feet or More. On lots of twenty thousand square feet or more, a six-foot high, fifty percent see-through fence (when viewed at a forty-five degree angle) may be located within the required front yard setback, if the wall/fence is located within the property line of the subject parcel. If gated, gates for vehicles must be set back a minimum of twenty feet from the property line.

B. Retaining Walls.

1. Retaining walls not exceeding six feet in height are permitted in all yards.

2. Where a retaining wall protects a cut below the natural grade and is located on a front, side, or rear lot line, such retaining wall may be topped

by a fence or wall of the same height that would otherwise be permitted at the location if no retaining wall existed. Where such retaining wall contains a fill, the height of the retaining wall built to retain the fill shall be considered as contributing to the permissible height of a fence or wall; providing, however, that in any event an open-work non-view-obscuring fence of three and one-half feet may be erected at the top of the retaining wall for safety.

3. Where a wall or fence is located in a required yard adjacent to a retaining wall containing a fill, such wall or fence shall be set back from the retaining wall a distance of one foot for each foot in height, to up to five feet; provided, however, that this does not permit a wall or fence in required yards higher than permitted by this section. The area between such wall or fence and the retaining wall shall be landscaped and continuously maintained in an orderly, neat fashion.

C. Exempt Fences and Walls. Where a fence or wall exceeding the maximum heights specified by this section is required by any law or regulation of the state of California, a fence or wall not exceeding such required height is permitted.

D. Measurement of Fence and Wall Height. The height of a fence or wall shall be measured from the highest adjacent grade. In order to allow for variation in topography, the height of a required fence or wall may vary an amount not to exceed six inches; provided, however, that in no event shall the average height of such fence or wall exceed the maximum height specified.

E. Minor Variation to Fence Height Restrictions/Conditional Fence Permit. The community development director, after providing notice to adjacent property owners, may consider approval of a conditional fence permit to allow fence heights up to two and one-half feet higher than those specified in this section for residential districts based on the following criteria:

1. The proposed increased fence height will not create negative shading impacts on adjacent properties or impacts are mitigated through use of open fence design features.
2. The proposed increased fence height incorporates appropriate architectural details and materials that assure compatibility with existing fences and fence patterns.
3. The proposed increased fence height in a front or exterior side yard area does not create traffic hazards or detract from the neighborhood character by creating visual obstructions to open front yard patterns on an established neighborhood street.
4. Any action by the community development director on a conditional fence permit may be appealed to the planning commission. (Ord. 2001-02 § 1, 2001)

19.10.090 Height limits.

- A. **Maximum Height.** The maximum building height in each residential district is set forth in Table 19.10.050 of this chapter (set out at the end of this chapter).
- B. **Height Measurement.** The height of a structure shall be measured vertically from the average elevation of the natural grade of the ground covered by the structure (see Figure A-7) to the highest point of the structure or to the coping of a flat roof, to the deck line of a mansard roof, or to the mean height between eaves and ridges for hip, gable, or gambrel roofs.
 - C. **Projections Above Permitted Height.**
 1. Architectural projections such as mechanical equipment enclosures and other appurtenant rooftop structures or penetrations such as skylights, stairwells, and ventilation atria; spires, cupolas, chimneys, and other design elements integral to the overall design character of a building and intended to distinguish its design may be permitted above the height limits where not in conflict with the intent of this chapter, but may not exceed twenty percent of the horizontal area of the floor area below or ten feet in height above the main roof above which they are situated.
 2. Utility poles and towers shall not be subject to the height limits prescribed in the district regulations. (Ord. 2001-02 § 1, 2001)

19.10.100 Parking requirements.

Parking requirements for residential uses are contained in Chapter 19.21, Parking and Loading Standards. (Ord. 2004-10 Exh. 1, 2004; Ord. 2001-02 § 1, 2001)

19.10.110 Garage sales.

Garage sales, estate sales (which includes estate auctions), and personal property sales shall be subject to the following regulations:

- A. **Merchandise.** Only the sale of personal household items is allowed. The sale of items acquired for resale or items assembled or manufactured on the premises (including products from a home occupation but excluding arts and crafts items) for the purpose of resale is prohibited. All transactions shall take place on the property of the owner conducting the event.
- B. **Displays.** No item for sale shall be displayed within the public right-of-way.
- C. **Duration and Frequency.** A sale or auction shall not exceed three consecutive days and occur no more than six times per calendar year on any one parcel. This regulation does not preclude the sale of

individually advertised items at any time, provided they are not displayed so as to be visible from public view, other than legally parked vehicles and trailers.

D. Signs. All signs shall conform to the requirements set forth in this title for sign regulations. All signs shall be removed within two days of the estate or garage sale. (Ord. 2001-02 § 1, 2001)

19.10.130 Manufactured homes.

A. Intent. It is the intent of the city to provide opportunities for the placement of manufactured homes in single-family residential districts, consistent with state law and to ensure that such manufactured homes are designed and located so as to be harmonious within the context of the surrounding houses and neighborhood.

B. Approval. Approval by the community development director is required prior to the issuance of building permits for individual manufactured homes on a site in any residential district, subject to the provisions of this section. The community development director shall review each proposed manufactured home to determine compatibility in design and appearance with residential structures in the vicinity, based upon design and development criteria set forth in this section.

C. Location. Manufactured homes may be located in any residential district where a single-family detached dwelling is permitted, subject to the same restrictions on density and to the same property development regulations.

D. Design and Development. The design and development criteria set forth herein are intended to protect neighborhood integrity, provide for harmonious relationships between manufactured homes and surrounding uses, and minimize problems that could occur as a result of locating manufactured homes on building sites designated for single-family residential uses. Each manufactured home:

1. Shall be at least eighteen feet wide, as measured at its narrowest width;
2. Shall be built on a permanent foundation approved by the building official;
3. Shall have been manufactured after June 15, 1976, and shall be certified under the National Manufactured Home Construction and Safety Act of 1974, and shall be installed in accordance with the provisions of the most recent edition of the [Uniform Building Code](#) adopted by the city;
4. Shall provide skirting of exterior finish materials extending to the finished grade;
5. Shall provide exterior siding material compatible with adjacent residential structures; shiny or metallic finishes are prohibited;
6. Shall have a roof with a pitch of not fewer than three inches vertical rise per twelve inches horizontal distance;
7. Shall have roofing material of concrete or asphalt tile, shakes, or shingles complying with the most recent editions of the [Uniform Building Code](#) adopted by the city;
8. Shall provide eaves or roof overhangs of not less than one foot as measured from the vertical side of the unit;
9. Shall maintain a finished floor elevation no higher than twenty inches above the exterior finished grade; and
10. Shall maintain required covered parking in accordance with the provisions of this chapter. The exterior materials and roofing proposed for any garage shall be the same as those materials used on the main structure.

E. Cancellation of State Registration. Whenever a manufactured home is installed on a permanent foundation, any registration of the manufactured home with the state of California shall be canceled, pursuant to state laws and regulations. Before any occupancy certificate may be issued for use of such a manufactured home, the owner shall provide to the building official satisfactory evidence showing that the state registration of the manufactured home has been or will, with certainty, be canceled; if the manufactured home is new and has never been registered with the state, the owner shall provide the building official with a statement to that effect from the dealer selling the home. (Ord. 2001-02 § 1, 2001)

19.10.140 Undergrounding of utilities.

Prior to the issuance of any permits for new development in any residential district, utility service to the site shall be undergrounded in accordance with the requirements of the public works department unless otherwise approved by the city engineer and community development director. (Ord. 2001-02 § 1, 2001)

19.10.150 Nonconforming building lines.

Where an existing, legal, nonconforming structure encroaches into a setback which was established after the building was constructed, the existing building line may be continued, subject to community development director approval. (Ord. 2003-02, 2003; Ord. 2001-02 § 1, 2001)

19.10.160 Single room occupancy.

A. Purpose. The purpose of these regulations are to assure well managed and maintained single room occupancy (SRO) developments. SROs are a type of group residential use. The following provisions shall apply specifically to SROs and may provide guidance for other group residential projects.

B. General Provisions.

1. Density. Given that these are small individual housing rooms, to equate SRO projects with General Plan housing unit densities, the city shall apply a factor of two to the density range. That is, a General Plan density range of ten to twenty units per acre shall equate to an SRO project density range of twenty to forty rooms/acre. Density bonuses may also be applied to qualifying SRO projects.

2. Any SRO project must also meet the following standards:

a. Proposed new construction, or exterior alterations to the existing buildings are compatible with the design and scale of the surrounding neighborhood;

b. SRO sizes shall range from one hundred fifty to four hundred fifty square feet;

c. A preliminary management plan shall be submitted as part of a design permit application and shall be reviewed and approved by the community development director prior to the application being deemed complete. A final management plan shall be approved by the community development department prior to issuance of a building permit, and recorded at the Napa County recorder's office;

d. An on-site twenty-four-hour manager is required;

e. Tenancy of a SRO shall not be less than thirty days. (Ord. 2017-07 § 3, 2017)

19.10-F Figures for Chapter 19.10

Figure A-1
YARD MEASUREMENTS

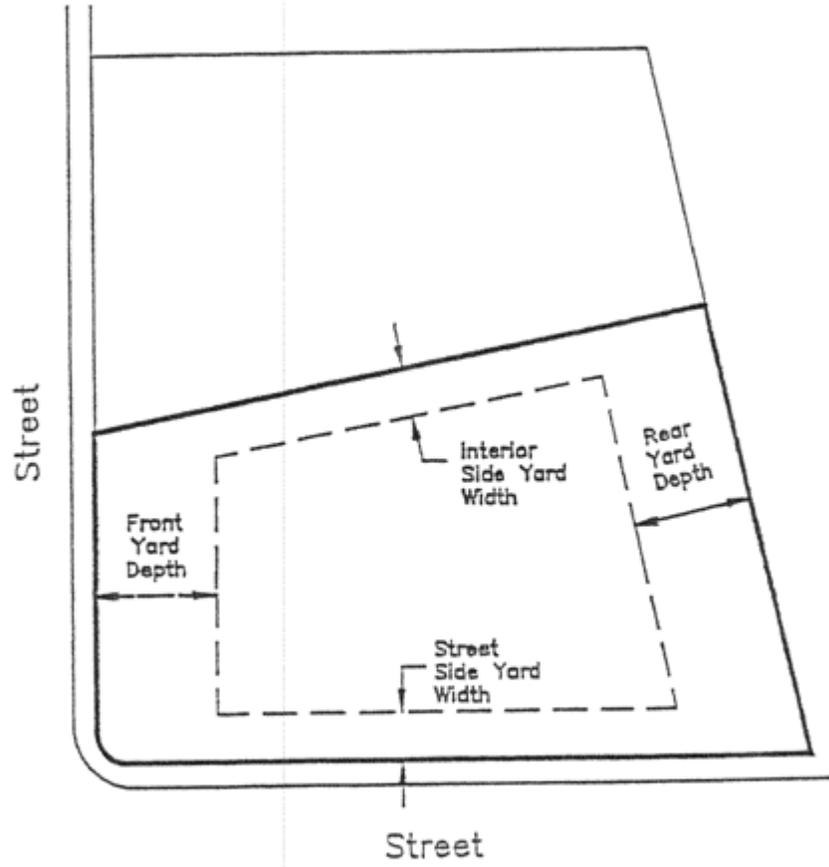


Figure A-2
FLAG LOTS

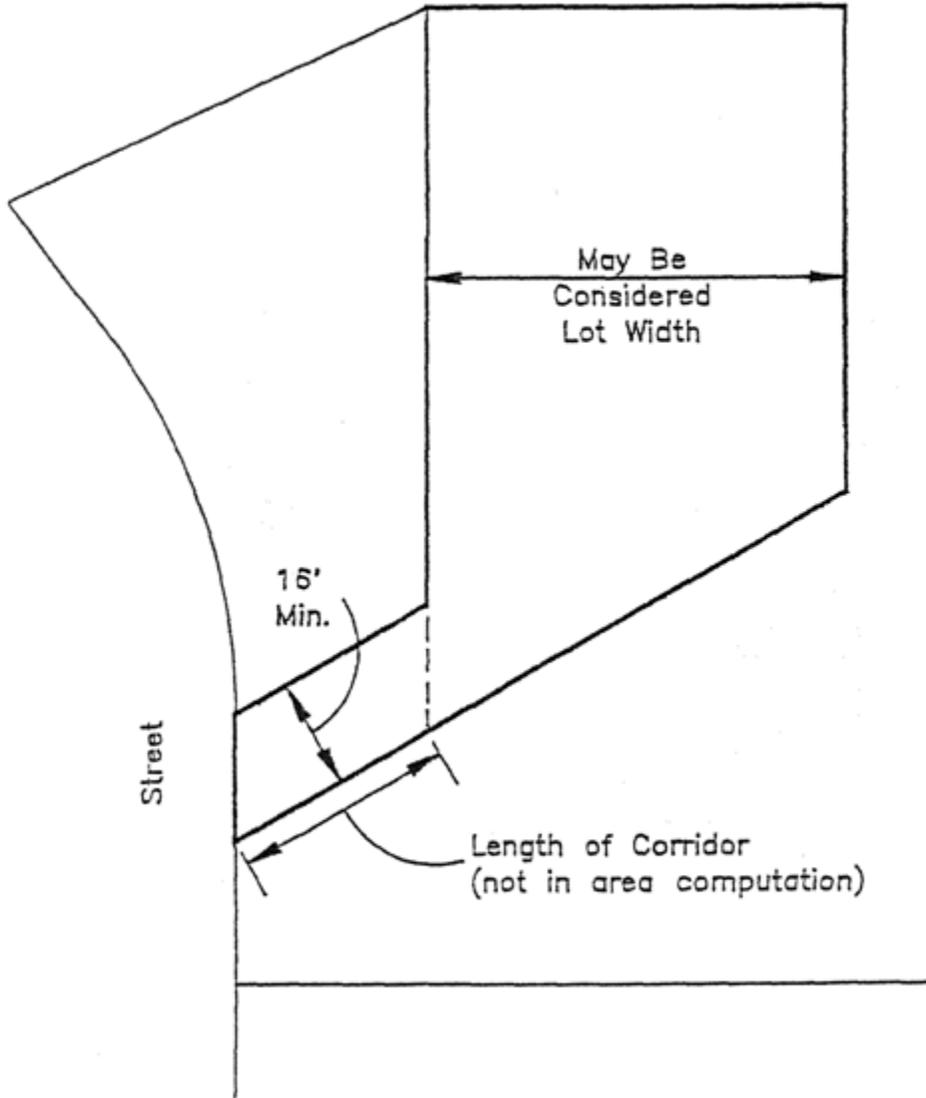


Figure A-3
CORNER SIDEYARD ON REVERSE CORNER LOT

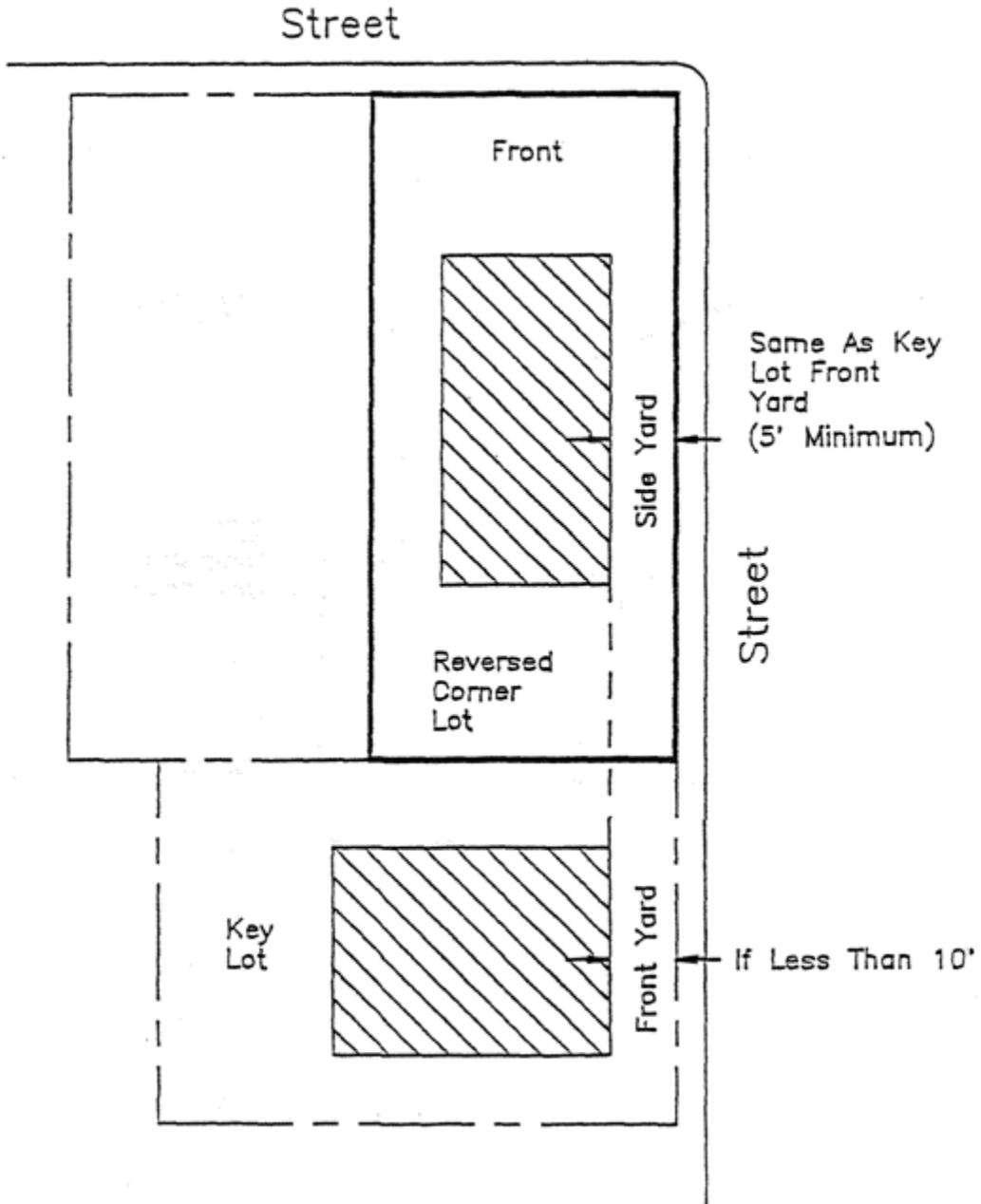


Figure A-4
EAVES AND CANTILEVERED ROOFS IN REQUIRED YARDS

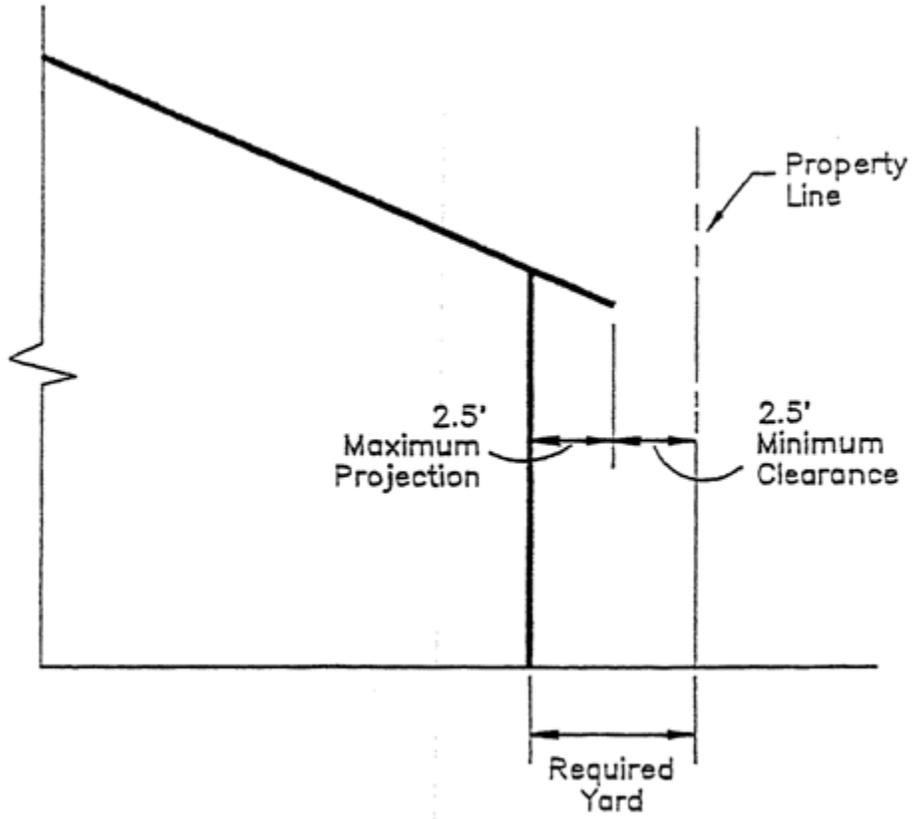


Figure A-5
FIREPLACE STRUCTURES IN REQUIRED YARDS

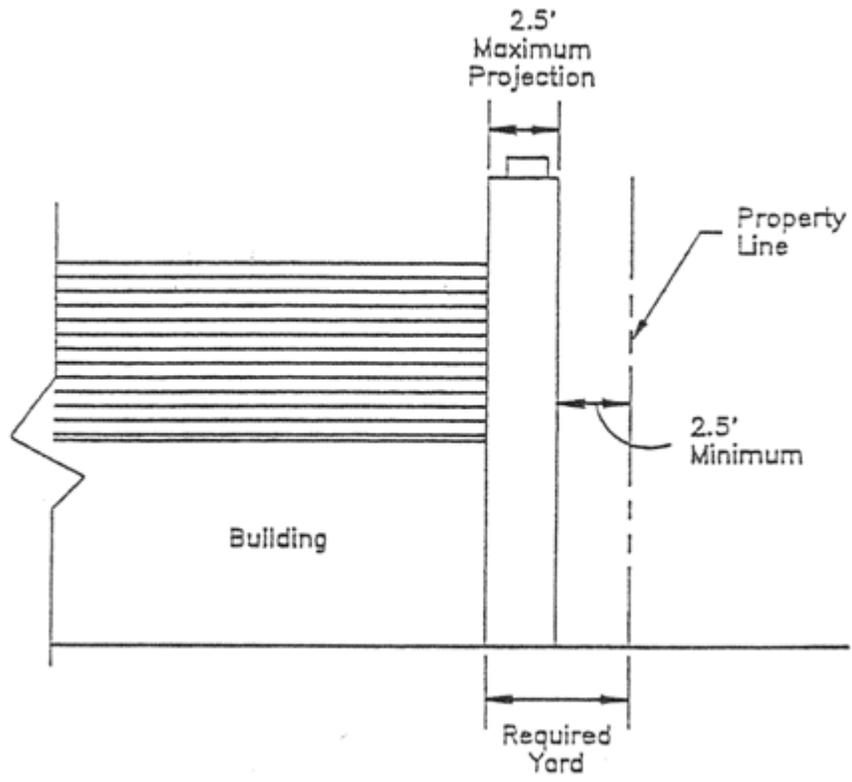


Figure A-6
CORNER LOT VISION CLEARANCE

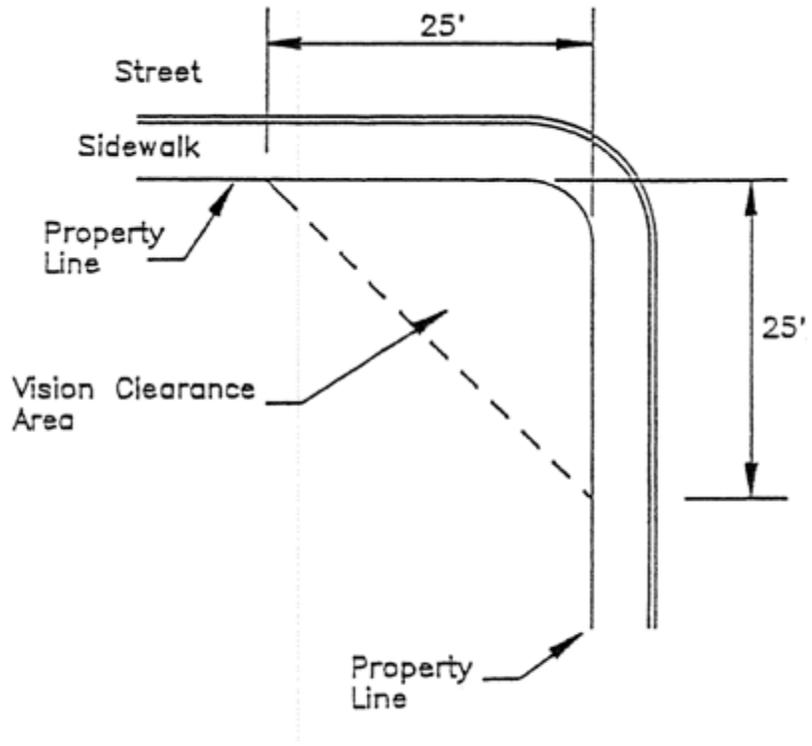
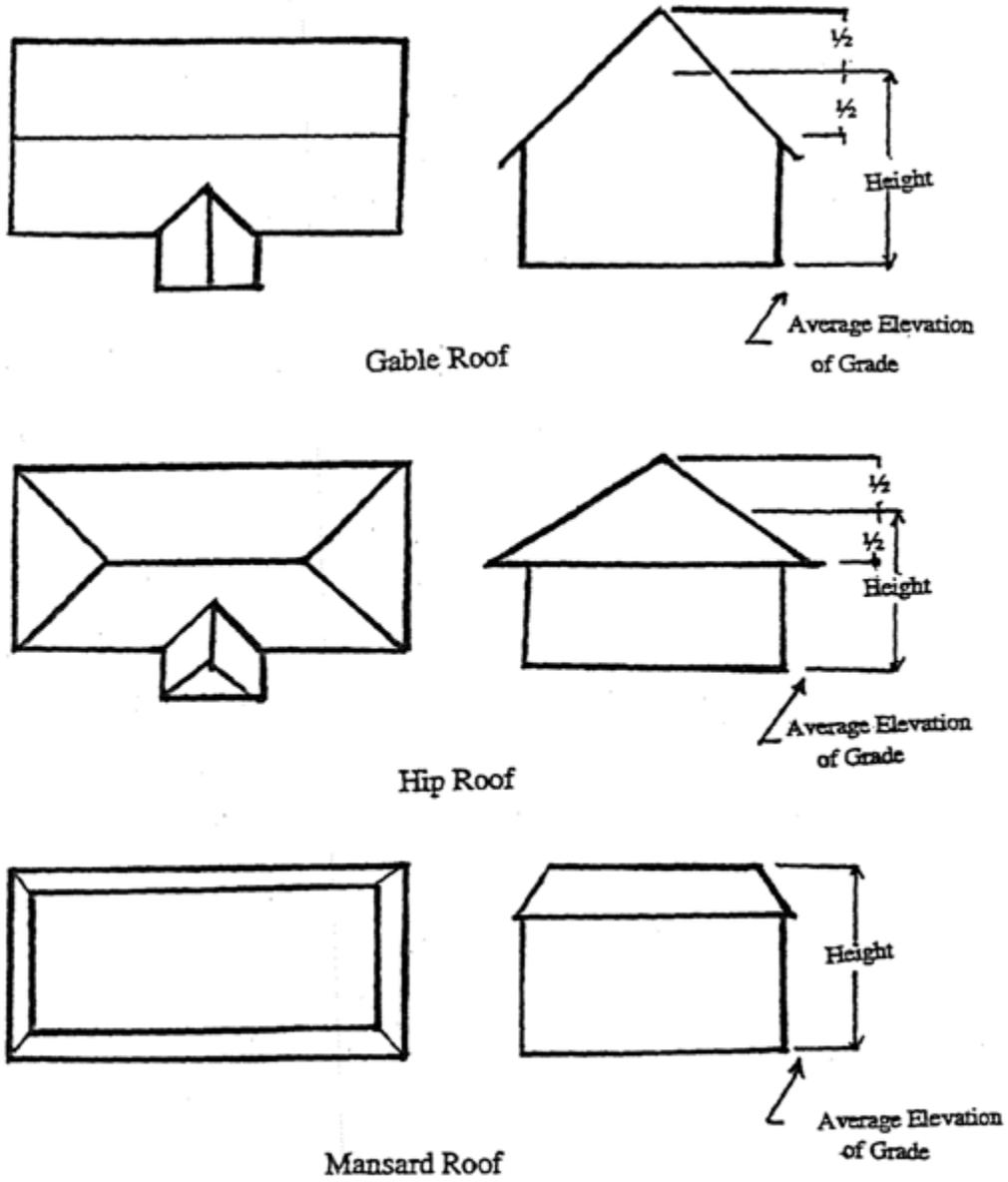


Figure A-7
BUILDING HEIGHT MEASUREMENT





TITLE

Ordinances Establishing Industrial Use Sustainability Standards and Greenhouse Gas Emissions Standards.

RECOMMENDATION

Waive final reading, read by title only, and adopt the following:

1. An Ordinance of the City Council of the City of American Canyon, State of California, adopting an Ordinance to implement Industrial Use Greenhouse Gas Standards; and
2. An Ordinance of the City Council of the City of American Canyon, State of California, adopting an Ordinance to implement Industrial Commerce Centers Sustainability Standards.

CONTACT

William Ross, City Attorney

BACKGROUND & ANALYSIS

On February 6, 2024, the City Council approved the first reading of two Ordinances:

1. An Ordinance of the City Council of the City of American Canyon, State of California, adopting an Ordinance to implement Industrial Use Greenhouse Gas Standards; and
2. An Ordinance of the City Council of the City of American Canyon, State of California, adopting an Ordinance to implement Industrial Commerce Centers Sustainability Standards.

Industrial land uses like freight, warehouse, and logistics centers often emit substantial GHG emissions and present some of the best and most efficient opportunities to reduce and mitigate GHG emissions. By approving second reading for these two Ordinances, the City of American Canyon (“City”) will demonstrate environmental leadership by attracting industrial development that meets the highest standards of environmental sustainability.

If the final reading is approved, both Ordinances will become effective 30 days later on March 21, 2024. A copy of the Ordinances is included as Attachment 1 and 2.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Infrastructure: "Develop and maintain infrastructure resources to support sustainable growth."

FISCAL IMPACT

N/A

ENVIRONMENTAL REVIEW

Adopting the Ordinances are exempt from the California Environmental Quality Act (CEQA), as it is not a Project under CEQA Guidelines Section 15378(b), and is categorically exempt under CEQA Guidelines Section 15308 "Actions by Regulatory Agencies for Protection of the Environment."

ATTACHMENTS:

[Exh. 1 - Ordinance No. 2024- GHG \(Final\)](#)

[Exh. 2 - Ordinance No. 2024- Industrial Standards \(Final\)](#)

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, STATE OF CALIFORNIA, ADOPTING INDUSTRIAL USE GREENHOUSE GAS STANDARDS

WHEREAS, California has established the ambitious goal of carbon neutrality by 2045, which will require significant reductions and mitigation of greenhouse gas (“GHG”) emissions; and

WHEREAS, industrial land uses like freight, warehouse, and logistics centers often emit substantial GHG emissions in their construction and operation, especially due to heavy-duty truck traffic; and

WHEREAS, new developments and land use proposals present some of the best and most efficient opportunities to reduce and mitigate GHG emissions; and

WHEREAS, mitigation of GHG emissions from individual projects often reduces co-emitted air pollutants, with advantages for nearby air quality and human health; and

WHEREAS, the City of American Canyon (“City”) seeks to be an environmental leader by attracting industrial development that meets the highest standards of environmental sustainability; and

WHEREAS, the California Environmental Quality Act (Pub. Res. Code § 21000 *et seq.*, “CEQA”) requires lead agencies to choose a threshold of significance to evaluate greenhouse gas emissions; lead agencies must choose a threshold that is supported by substantial evidence and captures all significant impacts; and lead agencies have the discretion to create their own threshold or adopt one developed by an expert agency; and

WHEREAS, in 2022 the Bay Area Air Quality Management District (“BAAQMD”) issued guidance recommending GHG significance thresholds of general applicability for residential and commercial projects; but did not recommend a threshold for industrial land uses; and

WHEREAS, BAAQMD’s thresholds for residential and commercial projects are insufficient for industrial land uses because they do not capture or consider the significant sources of GHG emissions from industrial land uses; and

WHEREAS, until BAAQMD develops a GHG threshold appropriate for industrial uses, the City will adopt its own threshold standards relying on the analysis and implement record of other rule-making actions of other local agencies to determine a threshold of applicability to industrial land uses; and

WHEREAS, the South Coast Air Quality Management District (“SCAQMD”) has developed a threshold of significance for industrial land uses that is supported by substantial evidence and captures the significant sources of GHG impacts; and

WHEREAS, a threshold of significance that combines BAAQMD’s baseline threshold with the SCAQMD’s threshold will capture the presently known GHG emissions from industrial land uses; and

WHEREAS, a duly-noticed public hearing was held by the City of American Canyon Planning Commission on January 25, 2024 on the subject ordinance, and recommends City Council approval; and

WHEREAS, a duly-noticed public hearing was held by the City of American Canyon City Council on February 6, 2024 on the subject ordinance, at which time all those in attendance were given the opportunity to speak on this proposal and to submit comments.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON DOES HEREBY ORDAIN THAT SECTION 19.01.061 IS HEREBY ADDED TO THE MUNICIPAL CODE OF THE CITY OF AMERICAN CANYON AS FOLLOWS:

19.01.061 Industrial Use Greenhouse Gas Standards

(A) Every Industrial Use Land Use Proposal for which the City of American Canyon is the Lead Agency shall use the following threshold to evaluate the significance of greenhouse gas (GHG) impact under the California Environmental Quality Act (CEQA):

- (1) **TIER 1.** Determine if CEQA categorical exemptions are applicable. If not, move to Tier 2.
- (2) **Tier 2.** Consider whether the proposed project is consistent with a locally adopted GHG reduction plan that has gone through public hearing and CEQA review, that has an approved inventory, includes monitoring, *etc.* If not, move to Tier 3.
- (3) **Tier 3.** Consider whether the project includes, at a minimum, the following project design elements:

1. Buildings

- a. The project will not include natural gas appliances or natural gas plumbing (in both residential and nonresidential development).
- b. The project will not result in any wasteful, inefficient, or unnecessary energy use as determined by the analysis required under CEQA Section 21100(b)(3) and Section 15126.2(b) of the State CEQA Guidelines.

2. Transportation

- a. The project will achieve a reduction in project-generated vehicle miles traveled (“VMT”) below the regional average consistent with the current version of the California Climate Change Scoping Plan (currently 15 percent).
- b. The project will achieve compliance with off-street electric vehicle requirements in the most recently adopted version of CALGreen Tier 2. If the project does not include the above project design elements, the Project has a significant GHG impact. If it does include the above project design elements, move to Tier 4.

- (4) **Tier 4.** Consider whether the project generates GHG emissions in excess of the South Coast Air Quality Management District’s 10,000 MT CO2e per year screening threshold for industrial uses and stationary projects. If so, the project has a significant GHG impact.

SECTION 1. CEQA FINDINGS. The City Council finds the municipal code amendments are exempt from environmental review under CEQA as it is not a Project under CEQA Guidelines Section 15378(b) and is categorically exempt under CEQA Guidelines Section 15308 “Actions by Regulatory Agencies for Protection of the Environment and a Notice of Exemption has been prepared for this proposed amendment.

SECTION 2. EFFECTIVE DATE. This ordinance shall become effective effect 30 days after its final passage pursuant to Government Code section 36937.

SECTION 3. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a 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 passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 4. CUSTODIAN OF RECORDS. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk’s office located at 4831 Broadway, Suite 201, American Canyon, CA 94503. The custodian of these records is the City Clerk.

The foregoing Ordinance was introduced at a Regular Meeting of the City Council of the City of American Canyon, State of California, held on the 6th day of February, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of American Canyon, State of California, held on the _____ day of _____, _____, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, STATE OF CALIFORNIA, ADOPTING AN ORDINANCE TO IMPLEMENT INDUSTRIAL COMMERCE CENTERS SUSTAINABILITY STANDARDS

WHEREAS, California has established the ambitious goal of carbon neutrality by 2045, which will require significant reductions and mitigation of greenhouse gas (“GHG”) emissions; and

WHEREAS, warehousing, logistics and distribution facilities are well-documented sources of air quality degradation that can create serious, negative health outcomes for surrounding communities; and these projects substantially increase air quality emissions through construction, operation, and vehicle-related emissions; and

WHEREAS, new developments and land use proposals present some of the best and most efficient opportunities to reduce and mitigate GHG emissions and air pollutants; and

WHEREAS, the City of American Canyon (“City”) seeks to be an environmental leader by attracting industrial development that meets the highest standards of environmental sustainability; and

WHEREAS, the municipal code amendments are exempt from the California Environmental Quality Act (CEQA), as it is not a Project under CEQA Guidelines Section 15378(b), and is categorically exempt under CEQA Guidelines Section 15308 “Actions by Regulatory Agencies for Protection of the Environment; and

WHEREAS, a duly-noticed public hearing was held by the City of American Canyon Planning Commission on January 25, 2024 on the subject ordinance, and recommends City Council approval; and

WHEREAS, a duly-noticed public hearing was held by the City of American Canyon City Council on February 6, 2024 on the subject ordinance, at which time all those in attendance were given the opportunity to speak on this proposal and to submit comments.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON DOES HEREBY ORDAIN THAT CHAPTER 19.09 - INDUSTRIAL COMMERCE CENTERS SUSTAINABILITY STANDARDS IS HEREBY ADDED TO THE MUNICIPAL CODE OF THE CITY OF AMERICAN CANYON AS FOLLOWS:

Chapter 19.09 – Industrial Commerce Centers Sustainability Standards

Sec. 19.09.010 – Applicability.

This Article is applicable to all warehousing, logistics and distribution facilities throughout the city for which a Notice of Preparation is issued after March 1, 2024 under the implementing Guidelines of the California Environmental Quality Act (CEQA).

A warehousing, logistics or distribution facility means facilities used for the storage and/or consolidation of manufactured goods (and to a lesser extent, raw materials and excludes bulk storage of materials, which are flammable or explosive or create hazardous or

commonly recognized offensive conditions) before their distribution to retail locations or other warehouses. The facilities are generally greater than 200,000 square feet in size, with a land coverage ratio of approximately 50 to 80 percent, and a dock-high loading door ratio of approximately 1:5,000—8,000 square feet. They are characterized by dock high loading doors, could be on opposing sides of the building (cross dock facility); significant movement and storage of products, materials, or equipment; truck activities frequently outside of the peak hour of the adjacent street system; and freeway access, including:

- Freight yards/forwarding terminals
- Warehousing distribution/high cube distribution centers
- Moving agencies
- Parcel delivery terminals
- Railroad freight stations
- Shipping/receiving yards
- Truck terminals

The following sections shall supersede any existing requirements in the Municipal Code and Specific Plans.

Sec. 19.09.020 – Requirements for warehousing, logistics or distribution facilities for which a Notice of Preparation is issued after March 1, 2024 under CEQA.

1. On-site motorized operational equipment, including but not limited to forklifts, yard trucks, and pallet jacks, shall be ZE (zero emission). This includes electrical hook ups to the power grid, rather than diesel-fueled generators, for contractors' electric construction tools, such as saws, drills and compressors.
2. All outdoor cargo handling equipment (including yard trucks, hostlers, yard goats, pallet jacks, forklifts, and landscaping equipment) shall be zero-emission vehicles. Each building shall include the necessary charging stations or other necessary infrastructure for zero-emission cargo handling equipment.
3. Prior to issuance of a business license, the City shall ensure rooftop solar panels are installed and can be operated in such a manner that they will supply 100% of the power needed to operate all non-refrigerated portions of the facility including the parking areas.
4. Unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide chilled, cooled, or freezer warehouse space, a conduit shall be installed during construction of the building shell from the electrical room to 100% of the loading dock doors that have potential to serve the refrigerated space. When tenant improvement building permits are issued for any refrigerated warehouse space, electric plug-in units shall be installed at every dock door servicing the refrigerated space to allow transport refrigeration units (TRUs) to plug in. Truck operators with TRUs shall be required to utilize electric plug-in units when at loading docks.

5. All generators, and all diesel-fueled off-road construction equipment greater than 75 horsepower, will be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations, and Part 89 of Title 40 of the Code of Federal Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. After either (1) the completion of grading or, (2) the completion of an electrical hookup at the site, whichever is first, require all generators and all diesel-fueled off-road construction equipment, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations, and Part 89 of Title 40 of the Code of Federal Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. An exemption from these requirements may be granted by the City in the event that the applicant documents that equipment with the required tier is not reasonably available and corresponding reductions in criteria air pollutant emissions are achieved from other construction equipment.
6. Prior to certificate of occupancy, install conduit and infrastructure for Level 2 (or faster) electric vehicle charging stations on-site for employees for the percentage of employee parking spaces commensurate with Title 24 requirements in effect at the time of building permit issuance plus additional charging stations equal to 5% of the total employee parking spaces in the building permit, whichever is greater. By 2030 install Level 2 (or faster) electric vehicle charging stations for 25% of the employee parking spaces required.
7. Install HVAC and/or HEPA air filtration systems in all warehouse facilities.

SECTION 1. CEQA FINDINGS. The City Council finds the municipal code amendments are exempt from environmental review under CEQA as it is not a Project under CEQA Guidelines Section 15378(b) and is categorically exempt under CEQA Guidelines Section 15308 "Actions by Regulatory Agencies for Protection of the Environment and a Notice of Exemption has been prepared for this proposed amendment.

SECTION 2. EFFECTIVE DATE. This ordinance shall become effective effect 30 days after its final passage pursuant to Government Code section 36937.

SECTION 3. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a 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 passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 4. CUSTODIAN OF RECORDS. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 4831 Broadway, Suite 201, American Canyon, CA 94503. The custodian of these records is the City Clerk.

The foregoing Ordinance was introduced at a Regular Meeting of the City Council of the City of American Canyon, State of California, held on the 6th day of February, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of American Canyon, State of California, held on the _____ day of _____, _____, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney



TITLE

Solid Waste Hauling and Disposal Agreement

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to enter into an Amended and Restated Franchise Agreement between City of American Canyon and Recology American Canyon for Solid Waste, Recyclables, and Organic Waste Collection, Processing, and Disposal Services.

CONTACT

Erica Ahmann Smithies, P.E. Public Works Director
Pam Phillips, Environmental Services Manager

BACKGROUND & ANALYSIS

The City has an exclusive solid waste and recyclables collection, processing and disposal services Franchise Agreement (Agreement) with Recology American Canyon, including yard waste, organics and recyclables. The City originally entered into the Agreement in May 1, 2003 and there have been four subsequent amendments. The fourth, and most recent amendment, was to extend the contract three months beyond December 31, 2023 while negotiations continued with the City.

On December 19, 2023, Council reviewed a draft of an agreement that was being negotiated with Recology. Council was in favor of the updates to the agreement and had minor suggestions that have been integrated into the agreement that is attached for consideration (Attachment 1).

The agreement updates language to reflect current municipal code, modifications to City programs and services to reflect current needs, and SB1383 mandates not already addressed. Final highlights of the new agreement include:

1. 10 Year Agreement.
2. Rate structure remains unchanged.
3. Rates will increase annually based upon inflation only unless new regulations, etc. are imposed by the State, etc.
4. Container sizes:
 - a. Solid Waste stayed the same.

- b. Added Recycling container size.
 - c. Added Organics (green waste) container sizes.
- 5. Revised Residential Bulky Waste Collection and Drop Off:
 - a. Changed the two coupons/year from two cubic yards to 1000 pounds at a designated disposal site, while maintaining the 1X/year bulky item pick up.
- 6. Household Hazardous Waste Program: Used oil recycling at curb
 - a. Added: Cooking oil to pickup program.
- 7. Replace 'educational mailers' with coordinated newsletters and outreach materials with the City.
- 8. Public school hauling will be charged at commercial rates (as required by Proposition 218).
- 9. City facilities hauling:
 - a. Includes Biosolids at Water Reclamation Facility (WRF).
 - b. Includes solids at Water Treatment Plant (15 yard box).
 - c. The "community center" at 300 Napa Junction Road.
- 10. WRF as a possible designated organic waste facility
- 11. Street Sweeping to include:
 - a. Designated curbed bike lanes (Class IV Bike Facilities)
 - b. Add Water Reclamation Facility.
 - c. Solid Waste Overages. Solid waste left beside a cart can be charged the on-call extra solid waste collection rate.
- 12. Debris Box Credit (400 CY/yr) for City
- 13. Compost Giveaway.
 - a. 20 CY to designated site for city use one time per month
 - b. 160 CY giveaway to residents (pickup from Recology in bags)
- 14. Shred Events
 - a. \$8,000/year; \$2,000 no more than 4X/year.
- 15. Quarterly Reporting and Annual Reporting to better reflect what is required of annual reporting to CalRecycle.
- 16. Included Artist in Residency Program Placeholder
 - a. Allows a rate review and adjustment for the implementation of the program.

Staff is recommending a ten-year extension in lieu of a formal request for proposals.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The anticipated annual revenue from this agreement is \$156,000 and is included in the City budget.

ENVIRONMENTAL REVIEW

15378(b) - The action is not a "Project" subject to the California Environmental Quality Act ("CEQA") because it does not qualify as a "Project" under Public Resources Code Sections 21065 and 21080

and in Section 15378(b) of Title 14 of the California Code of Regulations.

ATTACHMENTS:

1. [Resolution Recology](#)

1. [Exhibit A Recology Agreement](#)

[Recology_Franchise_Resolution.docx](#)

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED AND RESTATED FRANCHISE AGREEMENT BETWEEN CITY OF AMERICAN CANYON AND RECOLOGY AMERICAN CANYON FOR SOLID WASTE, RECYCLABLES, AND ORGANIC WASTE COLLECTION, PROCESSING, AND DISPOSAL SERVICES

WHEREAS, The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Section 49100, et seq.; hereinafter the “Act”) established a solid waste management process which requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices; and

WHEREAS, The Act authorizes and requires local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

WHEREAS, City and Collector are parties to that certain Agreement for the collection of Solid Waste, Recyclables, and Green Waste dated May 1, 2003 as amended on October 5, 2005, and further amended on December 3, 2013, September 1, 2022, and December 19, 2023 (the “2003 Franchise Agreement”); and

WHEREAS, City and Collector now wish to make certain mutually agreed amendments to the 2003 Agreement and, in order to document such amendments and incorporate all prior amendments into a single document, City and Collector wish to amend and restate the 2003 Agreement in its entirety to read as set forth herein; and

WHEREAS, Pursuant to Sections 49300 and 49500-49523 of the Act, City is authorized to enter into an exclusive agreement for the collection and disposal of solid waste; and

WHEREAS, Pursuant to this Agreement, City desires to continue to engage Collector as an independent contractor to be the exclusive provider of Solid Waste, Organic Waste, and Recyclables Collection Services in the City; and

WHEREAS, Collector has demonstrated to City that it has the experience, responsibility, and qualifications to provide Solid Waste, Organic Waste, and Recyclables Collection Services and City finds that it is in the public interest for Collector to arrange with residents and other entities in the City for the collection, safe transport, processing, and disposal of all materials in compliance with Applicable Law and the provisions of this Agreement; and

WHEREAS, City and Collector are mindful of the provisions of the laws governing the safe collection, transport, disposal and/or processing of Solid Waste, Organic Waste, and Recyclables, including the Act, RCRA, and CERCLA; and by entering into this Agreement, City is not thereby becoming an “arranger” (as that term is used in the context of CERCLA Section 107 (a) (3)) for the collection of Solid Waste, Organic Waste and Recyclables from Residential and Commercial/Industrial Premises In the City, and transporting of same for disposal, Recycling of Recyclables, and Processing of Organic Waste; and

WHEREAS, As a material inducement to City entering into this Agreement, Collector has agreed to fully indemnify City in the manner set forth in Section 5.1 hereof against all claims, losses, lawsuits or actions

relating to any Hazardous Waste at any place owned and/or operated by Collector where Collector transfers, stores, or processes Solid Waste, Organic Waste, or Recyclables pursuant to this Agreement; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby approves the City Manager to enter into an Amended and Restated Franchise Agreement between City of American Canyon and Recology American Canyon for Solid Waste, Recyclables, and Organic Waste Collection, Processing, and Disposal Services attached hereto as Exhibit A and incorporated by reference.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the ___ day of ____, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

AMENDED AND RESTATED AGREEMENT
BETWEEN
CITY OF AMERICAN CANYON
AND
RECOLOGY AMERICAN CANYON
FOR
SOLID WASTE, RECYCLABLES, AND ORGANIC
WASTE COLLECTION, PROCESSING, AND DISPOSAL
SERVICES

Original Execution Date: May 1, 2003

First Amended on: October 5, 2005

Second Amended on: December 3, 2013

Third Amended on: September 1, 2022

Fourth Amended on: December 19, 2023

Amended and Restated on: March 1, 2024

**AMENDED AND RESTATED AGREEMENT BETWEEN CITY OF AMERICAN
CANYON AND RECOLOGY AMERICAN CANYON FOR SOLID WASTE,
RECYCLABLES, AND ORGANIC WASTE COLLECTION, PROCESSING, AND
DISPOSAL SERVICES**

This *Amended and Restated Agreement Between City of American Canyon and Recology American Canyon for Solid Waste, Recyclables, and Organic Waste Collection, Processing, and Disposal Services* (“Agreement”) is entered into as of March 1, 2024, by and between the City of American Canyon, a California municipal corporation, organized and existing under the laws of the State of California (“City”) and Recology American Canyon, a California corporation (“Collector”), as follows:

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties:

- A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Section 49100, et seq.; hereinafter the “Act”) established a solid waste management process which requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices; and
- B. The Act authorizes and requires local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and
- C. City and Collector are parties to that certain Agreement for the collection of Solid Waste, Recyclables, and Green Waste dated May 1, 2003 as amended on October 5, 2005, and further amended on December 3, 2013, September 1, 2022, and December 19, 2023 (the “2003 Franchise Agreement”) and
- D. City and Collector now wish to make certain mutually agreed amendments to the 2003 Agreement and, in order to document such amendments and incorporate all prior amendments into a single document, City and Collector wish to amend and restate the 2003 Agreement in its entirety to read as set forth herein; and
- E. Pursuant to Sections 49300 and 49500-49523 of the Act, City is authorized to enter into an exclusive agreement for the collection and disposal of solid waste; and
- G. Pursuant to this Agreement, City desires to continue to engage Collector as an independent contractor to be the exclusive provider of Solid Waste, Organic Waste, and Recyclables Collection Services in the City; and
- H. Collector has demonstrated to City that it has the experience, responsibility, and qualifications to provide Solid Waste, Organic Waste, and Recyclables Collection Services and

City finds that it is in the public interest for Collector to arrange with residents and other entities in the City for the collection, safe transport, processing, and disposal of all materials in compliance with Applicable Law and the provisions of this Agreement; and

I. City and Collector are mindful of the provisions of the laws governing the safe collection, transport, disposal and/or processing of Solid Waste, Organic Waste, and Recyclables, including the Act, RCRA, and CERCLA; and by entering into this Agreement, City is not thereby becoming an “arranger” (as that term is used in the context of CERCLA Section 107 (a) (3)) for the collection of Solid Waste, Organic Waste and Recyclables from Residential and Commercial/industrial Premises In the City, and transporting of same for disposal, Recycling of Recyclables, and Processing of Organic Waste; and

J. As a material inducement to City entering into this Agreement, Collector has agreed to fully indemnify City in the manner set forth in Section 5.1 hereof against all claims, losses, lawsuits or actions relating to any Hazardous Waste at any place owned and/or operated by Collector where Collector transfers, stores, or processes Solid Waste, Organic Waste, or Recyclables pursuant to this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to as follows:

ARTICLE 1 DEFINITIONS

1.1 DEFINITIONS

Whenever any term used in this Agreement has been defined by Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in Division 30, Part 1, Chapter 2 shall apply, unless the term is otherwise defined in this Agreement. In addition, the following definitions are hereby incorporated into this Agreement:

1.1.1 “Act” shall have the meaning set forth in the first recital of this Agreement.

1.1.2 “Applicable Law” means any and all laws, statutes, codes, ordinances, regulations, rules, orders, judgments, decrees, permits, permit conditions, approvals, mitigation measures, and other requirements of any governmental body that are in force on the Commencement Date and as they may be enacted, issued or amended during the Term.

1.1.3 “CERCLA” means the Comprehensive Environmental Responsibility Compensation and Liability Act, 42 U.S.C.A. Section 9601 et seq., as amended or superseded, and the regulations promulgated thereunder.

1.1.4 “Change in Law” means any of the following events or conditions:

(a) the enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Commencement Date; or

(b) the order or judgment of any governmental body, on or after the Commencement Date to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of City or of Collector, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

1.1.5 “City Code” means the Code of the City of American Canyon, California, as it presently exists or may subsequently be amended.

1.1.6 “City Facility” means: any building, right of way, or real property used primarily by the City that may be constructed, acquired or leased during the Term.

1.1.7 “City Manager” means the City Manager of the City or his/her designee, and “City Attorney” means the City of American Canyon City Attorney, or his/her designee.

1.1.8 “CIWMB” means the California Integrated Waste Management Board.

1.1.9 “Collection Services” means the services performed by Collector in the collection of Solid Waste, Recyclables, and Organic Waste under this Agreement.

1.1.10 “Commencement Date” means June 1, 2003.

1.1.11 “Commercial/Industrial” means any establishment within City that does not fall within the definition of “Residential.” This Includes, but is not limited to, office buildings, stores, factories, construction yards, mobile home parks, and multi-family dwellings (with at least 5 residential units).

1.1.12 “Compost” shall have the meaning set forth in Public Resources Code Section 40116, as it now exists or may subsequently be amended.

1.1.13 “Consumer Price Index” or “CPI” means the Consumer Price Index (CPI) B All Urban Consumers for the San Francisco - Oakland - San Jose Metropolitan Area, base period 1982-84=100.

1.1.14 “Designated Disposal Facility” and “Designated Disposal Site” means the Disposal Facility designated by City pursuant to subsection 3.15.1.

1.1.15 “Designated Green Waste Facility” means the Processing facility designated by Collector pursuant to subsection 3.15.3, subject to City’s right to disapprove the designation pursuant to that Section, for the Processing into Compost of Organic Waste collected pursuant to this Agreement.

1.1.16 “Designated Recycling Facilities” means the Recycling Processing facility designated by Collector pursuant to subsection 3.15.2, subject to City’s right to disapprove the designation pursuant to that Section, for the Processing of Recyclables collected pursuant to this Agreement.

1.1.17 “Diversion” means diversion as defined in Public Resources Code Section 40124.

1.1.18 “Diversion Rate” means the percent of Solid Waste diverted from disposal.

1.1.19 “Environmental Statutes” means, for the purposes of this Agreement, 42 U.S.C. Sections 6901, et seq. and Sections 9600, et seq., and California Health and Safety Code Sections 25300, et seq., or successor statutes.

1.1.20 “Food Waste means food scraps and trimmings and other putrescible waste that results from food production, preparation, storage, consumption or handling. Food Waste includes but is not limited to: meat, fish and dairy waste, fruit and vegetable waste, grain waste, stable matter, acceptable food packaging items such as pizza boxes, paper towels, waxed cardboard and food contaminated paper products.

1.1.21 “Green Waste means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter and fits in the Organic Waste cart utilized by the Subscriber. Green Waste includes plant debris, such as Yucca and Cactus, ivy, grass clippings, leaves, pruning weeds, branches, brush, Christmas trees, and other forms of vegetative waste and must be generated by and at the location wherein the Green Waste is collected. Notwithstanding the foregoing, Palm fronds and Oleander are excluded from the definition of Green Waste and are not permitted in the Organic Waste cart.

1.1.22 “Gross Rate Revenues” means all Rate revenues collected by Collector for providing Collection Services, Including special charges and late fees, but exclusive of Recycling Revenues.

1.1.23 “Household Hazardous Waste Program” means the operation of the Household Hazardous Waste program by the Napa Vallejo Waste Management Authority per section 3.8.1.

1.1.24 “Material Recovery Facility” means any facility, selected by Collector designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclables for sale. The Material Recovery Facility is currently 2021 Broadway St, Vallejo, CA 94589.

1.1.25 “Monthly Remittance” means the monthly payment made to City by Collector pursuant to Section 7.4.

1.1.26 “Officers” means all individuals who hold an office of authority or trust in an organization, regardless of whether that individual was appointed or elected.

1.1.27 “Owner” means the person holding the legal title or having a right to possession to the real property to which Collection Services are provided.

1.1.29 “Organic Waste” means Food Waste and Green Waste, either separately or commingled with each other, that has been separated at the source of generation from Solid Waste and Recyclable Materials.”

1.1.30 “Rates” means the service charges and Special Charges for Collection Services billed and collected by Collector from each Subscriber receiving service under this Agreement.

1.1.31 “Recyclables” means those materials identified on Exhibit A, as amended, that have been separated at the source of generation from Solid Waste and Organic Waste.

1.1.32 “Recycling Revenues” means all revenues resulting from the sale of Recyclables collected through provision of Collection Services. Recycling Revenues also includes any reimbursements

from the State for California Redemption Value materials, and any Department of Conservation reimbursement for curbside Recyclables collection pursuant to Public Resources Code Section 14549.6(a).

1.1.33 “Related Party” means any other person under the same ownership and/or Control as Collector.

1.1.34 “Residential” means any residential structure containing four (4) or fewer permanent living units.

1.1.35 “Residue” means materials that remain after processing Recyclables and Organic Waste, which cannot be recycled, marketed, or otherwise utilized, including but not limited to materials such as rocks, contaminated paper, and other debris.

1.1.36 “Schedule of Approved Rates” means Exhibit B, as amended throughout the Term of this Agreement.

1.1.37 “Solid Waste” means all solid, and semi-solid wastes that are neither Organic Waste nor Recyclables. These include residential, industrial, commercial, community and municipal garbage, trash, refuse, paper, rubbish, ashes, demolition and construction wastes, discarded home and industrial appliances, manure, and commingled Recyclables that contain ten percent (10%) or more of refuse or other non-reusable material by weight. The terms “Solid Waste”, “Green Waste”, “Food Waste”, “Recyclables”, and “Construction and Demolition Debris” as used herein do not include any of any material that is (i) hazardous waste, (ii) “designated waste” as defined in California Water Code Section 13173, (iii) “medical waste” as defined under the California Medical Waste Management Act, (iv) radioactive waste regulated pursuant to the California Radiation Control Law, (v) abandoned vehicles and parts thereof, (vi) dewatered, treated, or chemically fixed sewage sludge, (vii) manure or other animal waste, or (viii) in Collector’s reasonable opinion a potential risk to human health or the environment.

1.1.38 “Special Charges” means extra charges for certain special services for Residential and Commercial/Industrial Subscribers that are contained on the Schedule of Approved Rates, and that may be billed by Collector.

1.1.39 “Special Rate Review” means the Rate adjustment process described in Section 6.3 of this Agreement.

1.1.40 “Standard Residential Organic Waste Container” means a container that is provided by Collector for the collection of Organic Waste from Residential Premises.

1.1.41 “State” means the State of California.

1.1.42 “Subscriber” means an Individual or entity that subscribes to Collection Services provided by Collector pursuant to this Agreement.

1.1.43 “Substantial Evidence” means such evidence as would convince a reasonable person as to (i) the existence of one or more of the occurrences described in Section 6.3.2, and (ii) the amount

of Collector's reasonable increased costs (or decreased revenues) resulting from such occurrence(s).

1.1.44 "Term" means the term of this Agreement, as set forth in Section 2.4.

1.1.45 "Tipping Fee" means the fee charged by a disposal or Processing facility to dispose or process one (1) Ton of municipal Solid Waste, not Including any charges for Special Wastes, Bulky Waste, or Special Items.

1.1.46 "Ton" means a "short ton" of 2,000 pounds.

ARTICLE 2

PARTIES; EXCLUSIVE RIGHTS; TERM OF AGREEMENT

2.1 PARTIES TO THE AGREEMENT

The parties to this Agreement are:

2.1.1 City. The City of American Canyon, a municipal corporation, having its principal office at 4381 Broadway, Suite 201, American Canyon, California, 94503.

2.1.2 Collector: Recology American Canyon, a California corporation, having its principal office at 2021 Broadway Street, Vallejo, CA.

2.2 REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICES

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

2.2.1 The principal representative of City shall be:

City Manager
4381 Broadway Suite 201
American Canyon, California 94503
Telephone No.: (707) 647-4351
Fax No.: (707) 642-1249

2.2.2 The principal representative of Collector shall be:

General Manager
Recology American Canyon
2021 Broadway Street
Vallejo, CA 94589

2.2.3 Formal notices, demands, and communications to be given hereunder by either party shall be made in writing, and shall be personally delivered or sent by registered or certified mail, postage pre-paid, return receipt requested, or by Federal Express or other courier service which provides a

written receipt of delivery, or delivered or sent by facsimile transmission or email, to the addresses set forth in this Section 2.2. The notices or other communications shall be deemed received and effective upon: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, the date of delivery or refusal to accept delivery indicated in the certified or registered mail receipt; or (iii) if given by courier service, on the date of delivery evidenced by the receipt for delivery provided by the courier service; or (iv) if faxed or emailed, when sent. Any notice, request, demand, direction or other communication sent by fax or email must be confirmed within forty-eight (48) hours by a writing mailed or delivered in accordance with the foregoing.

2.2.4 If the name of the principal representative designated to receive the notices, demands, or communications, or the address of such person, is changed, written notice shall be given to the other party within five (5) working days of the change.

2.3 GRANT OF EXCLUSIVE RIGHTS; LIMITATIONS

2.3.1 Subject to the terms and conditions of this Agreement and Applicable Law, City hereby grants and issues to Collector the exclusive authority, right and privilege to collect, transport, process, and dispose of all Solid Waste, Organic Waste and Recyclables, generated or accumulated within the City, throughout the Term. When asked by the Collector, the City shall use its best efforts to protect the rights granted to Collector under this Agreement; however, the City shall not be obligated to join or instigate litigation to protect the right of the Contractor. Collector's exclusive rights hereunder shall be subject to the rights of State, county and school district facilities to use a Solid Waste Enterprise other than Collector.

2.3.2. This contract provision will not apply to Garbage, Recyclables or Organic Waste self-hauled by the generator; to construction/demolition waste generated and hauled by licensed construction contractors using such contractor's own vehicles and employees as an incidental part of the overall service provided by such contractor rather than as a hauling service; or to Green Waste generated and hauled by private landscaping contractors, using the contractor's own vehicles and employees and as an incidental part of the overall service provided by such contractor rather than as a hauling service.

2.3.4 As a material inducement to City to enter into this Agreement, Collector hereby waives any right it may possess to contest the legal right, power or the authority of City to enter into and perform this Agreement, or any provision hereof, and agrees to cooperate with and assist City in supporting the legal validity of and authorization for such provisions in the event of any legal challenge thereto brought or made in any manner by a third party.

2.4 TERM OF AGREEMENT AND COMMENCEMENT DATE

2.4.1 The term ("Term") of this Agreement shall commence upon the satisfaction or waiver of the conditions precedent set forth in subsection 2.4.2, and shall expire midnight on February 28, 2034. For the avoidance of doubt and notwithstanding any other provision of this Agreement to the contrary, the 2003 Franchise Agreement, this amendment and restatement thereof, and any other amendments mutually agreed by the parties, shall together constitute a single agreement with

a single unbroken term. This Agreement may be extended for additional five (5) year extension periods upon mutual agreement between the City and the Collector.

At least four months prior to a potential termination date, the City and the Collector shall meet and confer concerning the possibility of implementing a five (5) year extension of the Term.

Notwithstanding all the foregoing within this section, the unexcused failure or refusal of Collector to perform any material term, covenant, obligation or condition contained in this Agreement shall give rise to the right, in favor of City, to terminate this Agreement for cause in accordance with the procedures elsewhere contained herein. Upon the termination of this Agreement (for any reason other than a failure of condition precedent pursuant to subsections 2.4.2 or 2.4.3), or expiration of the Term, the waiver set forth in subsection 2.3.3, the indemnity provisions set forth in Section 5.1, and any other provision which is expressly stated to survive the Term, shall remain in full force and effect.

2.4.2 This Agreement shall not become effective and City shall not be obligated to perform the undertakings provided for in this Agreement unless and until each and all of the conditions set out below are satisfied, or waived in writing by City. Waiver of any of the following as a condition to the effectiveness of this Agreement will not preclude City from pursuing any claim for breach of this Agreement. In the sole and absolute discretion of the City Manager, this Agreement shall expire and be of no further force or effect, without the need for notice pursuant to Section 11.1, if the conditions precedent set forth below are not satisfied on or before the Commencement Date:

(a) The representations and warranties made by Collector in Section 2.6 of this Agreement are true and correct.

(b) Collector shall submit, to the satisfaction of the City Manager: (i) endorsements of insurance coverage pursuant to Section 5.2; and (ii) the faithful performance bond pursuant to Section 5.3.

2.4.3 If Collector is selected by either the City of Napa and/or the County of Napa as its/their exclusive franchisee, then the City, in its sole discretion, may elect to terminate this Agreement and renegotiate an agreement with substantially the same terms and conditions as the City of Napa and/or the County of Napa.

2.6 REPRESENTATIONS AND WARRANTIES OF COLLECTOR

Collector hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement and to consummate the transaction contemplated hereby, all of which shall be true as of the date of this Agreement and as of the Commencement Date:

(a) Collector is duly organized and validly existing as a corporation under the laws of the State of California with full legal right and power to enter into and perform its obligations under this Agreement.

(c) Collector has the authority to enter into and perform its obligations under this Agreement. Collector or its authorized representative has taken all actions required by law and its governing

documents to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Collector warrant and represent that they have authority to do so. This Agreement constitutes the legal, valid and binding obligation of Collector.

(d) Neither the execution of this Agreement nor the delivery by Collector of Collection Services nor the performance by Collector of its obligations hereunder: (1) conflicts with, violates or results In a breach of Applicable Law; (2) conflicts with, violates or results In a breach of any term, or condition of any judgment, decree, agreement (Including, without limitation, the certificate of incorporation of Collector) or instrument to which Collector is a party or by which Collector or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Collector.

(e) There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Collector's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Collector which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Collector in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Collector to perform its obligations hereunder or which would have a material adverse effect on the financial condition of Collector.

(f) Collector has no knowledge of any Applicable Law In effect as of the date of this Agreement that would prohibit the performance by Collector of this Agreement and the transactions contemplated hereby.

(g) Collector has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Collection Services required by this Agreement.

(h) The information supplied by Collector in all submittals made in connection with negotiation and execution of this Agreement, including all materials in Exhibits of this Agreement, and all representations and warranties made by Collector throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Commencement Date of this Agreement.

(i) Collector's representative, designated in subsection 2.2.2, shall have authority in all daily operational matters related to this Agreement. City may rely upon action taken by such designated representative as action of Collector unless the actions taken are not within the scope of this Agreement.

(j) As a material inducement to City to enter into this Agreement, Collector hereby represents, warrants, and guarantees that if the Devlin Road Recycling and Transfer Facility does not have sufficient capacity to accept all Solid Waste collected from within the City during the Term, and

that the Keller Canyon Landfill will not accept all Solid Waste collected from within the City during the Term, then Collector will find an acceptable alternate site.

(n) As a material inducement to City to enter into this Agreement, Collector hereby represents, warrants, and guarantees that the Material Recover Facility (“MRF”) will have sufficient capacity to accept and process all Recyclables collected from within the City during the Term.

ARTICLE 3 SCOPE OF SERVICES

3.1 GENERAL

Collector shall collect all Solid Waste, Organic Waste, and Recyclables generated and presented for collection at each Residential, Multifamily Residential and Commercial/Industrial Premises in the City that has subscribed for collection services, in conformity with the provisions of this Agreement, including but not limited to the performance standards set forth in Exhibit “C”. The work to be done by Collector pursuant to this Agreement shall include the furnishing of all labor, supervision, vehicles, containers, other equipment, materials, supplies, and all other items necessary to perform the Collection Services, and the payment of all related expenses including, but not limited to, all taxes and utility charges. The Collection Services shall be performed in a thorough and professional manner that constitutes litter free, reliable, courteous and high-quality service. Collector shall at all times perform Its duties using best industry practices for comparable operations.

3.2 COMPLIANCE WITH APPLICABLE LAW

3.2.1 Collector shall acquire and maintain all necessary permits and licenses, and shall comply with all provisions of this Agreement, the City Code, and all other Applicable Law, rules, and implementing regulations, as they may from time to time be amended, Including, but not limited to the Act, CERCLA, and RCRA.

3.2.2 Collector agrees to observe and comply with the operating rules and regulations established by the applicable county and the State regarding the Designated Disposal Site, Designated Recycling Facilities, and the designated Organic Waste Facility, including without limitation those governing delivery procedures, receiving hours, vehicle and waste inspection, Hazardous Waste screening, litter control and safety measures.

3.3 COLLECTION FROM RESIDENTIAL PREMISES

3.3.1 Collector shall furnish all labor, supplies, materials, permits, licenses, and equipment necessary to provide automated collection of Solid Waste, Green Waste, and Recyclables from all Residential Premises in the City from the curb on a weekly basis as provided in section 3.3.2, except in areas where access for automated collection is not practicable. In those areas such as alleys and narrow streets, semi-automated or manual Collection Services shall be provided.

3.3.2 Curbside collection of Recyclables and Organic Waste shall be performed weekly, on the same day as Solid Waste collection. Pick-up service for each customer shall be on one day Monday

through Saturday, throughout each year of the Agreement, except for the following holidays: Thanksgiving Day, Christmas Day and New Year's Day. On these holidays, service shall be provided on the following day. Special arrangements may be required to provide service on these holidays or on Sundays, depending upon the nature of the customers. Special fees may be charged for such service, subject to prior approval by the City.

The list of Recyclables to be collected in this program is attached hereto as Exhibit "A". Subject to the provisions of Section 6.3, City and Collector shall have the right to modify the list of residential Recyclables upon mutual agreement at any time during the Term, without the need to amend this Agreement.

3.3.3 Collector shall only be required to collect Recyclables if they have been separated by the customer from Solid Waste and Organic Waste, and shall only be required to collect Organic Waste if it has been separated by the customer from Solid Waste and Recyclables. If by visual inspection of a container it appears that Recyclables are contaminated with ten percent (10%) or more by weight or volume of Solid Waste or Organic Waste, or Organic Waste is contaminated with five percent (5%) or more by weight or volume of Solid Waste or Recyclables, then Collector will leave the container unemptied along with a Non-collection Notice which contains instructions on the proper procedures for setting out Recyclables or Organic Waste. The notice shall also inform the customer of the following options for dealing with the contaminated container, which the customer may exercise by calling Collector's customer service line. The customer may:

- (i) Leave the contents of the container as is and call Collector's customer service department to request that Collector collect the container as Solid Waste on the customer's next regularly scheduled collection day. In this case, the container will be collected as Solid Waste, and the customer will be charged the then-applicable rate for Solid Waste Overages.
- (ii) Leave the contents of the container as is and have Collector make a special pick-up of the container on a day other than the customer's next regularly scheduled collection day. In this case, the container will be collected as Solid Waste, and the customer will be charged the then-applicable rate for a special collection of Solid Waste.
- (iii) Remove the excess contamination from the container (so that remaining contamination is less than the thresholds indicated above), and have Collector collect the container as Recyclables or Organic Waste on the customer's next regularly scheduled collection day, at no additional charge. If on the next regularly scheduled collection day the contamination level has not been reduced below the thresholds indicated above, then CONTRACTOR may refuse to collect the container, and leave a notice as provided in the first paragraph of this Section 3.3.3 (i.e., the above process will begin anew).

3.4 CONTAINERS FOR RESIDENTIAL PREMISES

3.4.1 (a) Collector shall provide each Residential customer one (1) standard Solid Waste Container having an approximate capacity of either 32, 64 or 96 gallons, one (1) standard Recycling Container having an approximate capacity of 64 or 96 gallons, and one (1) Standard Residential Organics Container having an approximate capacity of 32, 64, or 96 gallons.

(b) All Containers provided by Collector shall be constructed of rigid, durable materials with a minimum five (5) year life expectancy warranted by the manufacturer. The color of the Containers shall be subject to the approval of the City Manager. Collector shall not place any labels or embossments on the Residential Containers without prior approval by the City Manager.

3.4.2 (a) Effective January 1, 2004, Collector shall permit Residential Householders to change the size of their Solid Waste, Recycling, and Organic Waste Containers at any time, once per year for each Container, at no additional charge. Collector shall be permitted to charge the fee set forth in the Schedule of Approved Rates for any change in the size of the Solid Waste, Recycling, and Organics Containers in excess of once per year. Collector shall deliver the Containers associated with requested changes in service level no later than two (2) weeks after receipt of the request.

(b) Collector shall provide additional Solid Waste, Recycling and Organics Containers to any unit in a Residential Premises upon request from the Residential Householder. Collector shall in no event be obligated to provide additional Recycling or Organic Waste Containers, however, unless the Residential Householder shall, as a condition, actually utilize on a regular basis all of the capacity of a Recycling Container or a Organic Waste Container. Additional Containers shall be delivered and serviced for the Rate specified in the Schedule of Approved Rates. Collector shall deliver the requested additional Containers no later than two (2) weeks after receipt of the request.

3.4.3 (a) Repairs to Containers for damage caused by ordinary wear and tear by the Residential Householder or by Collector shall be the responsibility of Collector. These repairs include replacement of wheels, lids, hinges, axles, and handles. Collector shall have the right to charge Residential Householder for Containers lost or damaged through willful or intentional abuse or misuse.

(b) In the event delivered Residential Containers are lost, stolen, damaged or destroyed, not through the willful or Intentional abuse or misuse of the Residential Householder, Collector shall deliver to the Residential Householder a replacement Container(s) within one week of request at no charge to the Residential Householder or City for either the Container or its delivery.

3.5 WHEEL-OUT SERVICE

Collector shall provide free wheel-out service to eligible residents. For purposes of this Section 3.5, "eligible residents" are those who: (1) are physically unable to move the Containers as verified by a medical certificate; and (2) annually sign a sworn statement that they live in a residence with no other residents capable of moving Containers. The City Manager shall make the final determination of whether or not a household is eligible for free wheel-out service. The service shall include free wheel-out service for one solid waste bin, one recycling bin, and one Organic Waste bin.

3.6 RESIDENTIAL BULKY WASTE COLLECTION AND DROP OFF

3.6.1 Each unit In a Residential Premises, and each unit in a Multi-Family Residence, shall be entitled to one (1) on-call pick-up per year of up to two (2) cubic yards of Solid Waste. Collector shall provide this service at no additional charge to the Subscriber or City. Collector shall also

accept no more than one (1) refrigerator or other item containing Freon, and dispose of it properly, without charging the customer or the City for the cost of properly removing the Freon.

3.6.2 Collector shall provide additional (beyond that set forth in subsection 3.6.1) on-call pick-up service upon request, and may charge a fee for such service as specified in the Schedule of Approved Rates.

3.6.3 Collector shall ensure that all pick-up service requests pursuant to subsections 3.6.1 or 3.6.2 are made within seven (7) days of the request. For the free pick-ups provided to Multi-Family Residences pursuant to subsection 3.6.1, however, Collector may require that the pick-ups occur from all units in the Multi-Family Residence on the same day. In that event, the on-call day shall be negotiated between Collector and the property owner or manager.

3.6.4 Collector shall transport collected materials that cannot otherwise be recycled to the Designated Disposal Site and be responsible for payment of any associated tipping fees. Collector shall make good faith efforts to maximize the Recycling of collected materials.

3.6.5 Collector shall provide two coupons per year to each unit in a Residential Premises annually for disposal at the Designated Disposal Site of up to one thousand (1,000) pounds of Solid Waste at no charge. No charge shall be levied for the removal of Freon from one (1) Freon-containing device delivered to the Designated Disposal Site pursuant to the coupon. One coupon shall be distributed in the June bill and one in the December bill, unless a different time period is mutually agreed upon between Collector and City.

3.7 HOLIDAY TREE RECYCLING

Collector shall collect, transport and process as Organic Waste all acceptable trees from all Residential Premises and Multi-Family Residences within the City which are placed for collection on the first three regularly scheduled collection days after December 25 for each collection route, at no additional compensation to Collector or charge to the Subscriber or City. Notwithstanding the above, Collector shall incorporate local non-profit organizations in the provision of holiday tree collection services, where such organizations have expressed interest in writing to City or Collector. In such cases, Collector shall be responsible for maintaining the service standards specified in this Section, except that collection may be at reasonable times and dates prior to January 15th of the following calendar year. For purposes of this Section 3.7, “acceptable holiday trees” means trees that are acceptable for Processing as Organic Waste pursuant to subsection 3.15.3 (i.e., no “flocked” trees, or trees with material amounts of tinsel). Collector shall have no obligation to collect trees or portions of trees that are greater than six (6) feet In length.

3.8 HOUSEHOLD HAZARDOUS WASTE PROGRAM; USED OIL RECYCLING AT THE CURB

3.8.1 . The City’s Hazardous Waste program (which does not include the Recycled Used Oil program as spelled out in Section 3.8) shall be provided through the Napa-Vallejo Waste Management Authority, and is not the responsibility of Collector.

3.8.2 At the regularly scheduled collection day, Collector shall collect up to two (2) Oil Containers (as defined below) of used motor or cooking oil from each Residential Subscriber and shall provide a clean, empty, usable Oil Container for each Oil Container collected. Collector's vehicles will have special racks attached to place the filled and empty Oil Containers, and will transport the used motor oil back to Contractor's facility for storage in a secure, double walled container marked "Used Oil Only." A reputable disposal company selected by Collector, and approved by City, shall collect the oil from the storage containers at Collector's facility and ensure its lawful disposition. As used herein, "Oil Container" shall mean a Collector-provided one-gallon translucent plastic container with a screw top. Collector shall provide up to two (2) Oil Containers to each Residential Subscriber within seven (7) business days of a request of an Oil Container. Collector shall not be obligated to collect used motor oil that is not contained in an Oil Container, and shall not be obligated to collect Oil Containers that Collector reasonably believes contains a substance other than used motor or cooking oil.

3.9 COMMERCIAL/INDUSTRIAL SERVICE

3.9.1 Collection. Collector shall furnish all labor, supervision materials, permits, licenses, and equipment necessary to provide collection of Solid Waste, Recyclables, and Organic Waste from Commercial/Industrial Premises in the City on at least a weekly basis. Collector will assist the owners of Commercial/Industrial Premises in selecting an appropriate level of service for Solid Waste, Recyclables, and Organic Waste. Collector shall be responsible for billing each Commercial/Industrial Premises at the Rates set forth on the Schedule of Approved Rates. In no event shall Collector charge for providing extra containers for Recyclables and their collection, beyond those rates charged for Solid Waste collection and, for the avoidance of doubt, Collector shall charge for providing containers for Organic Waste and their collection in accordance with the rates on Exhibit B. Collector shall work with Commercial/Industrial Premises Subscribers to select the appropriate size, type and number of Containers to be provided for Solid Waste, Recyclables, and Organic Waste Collection Services.

3.9.2 Promotion of Commercial Recycling. Collector shall make Recyclables Collection Services available to all Commercial/Industrial Premises in the City. In coordination and cooperation with City efforts, Collector shall use its best efforts to promote and expand the use of Recycling services to all Commercial/Industrial Premises.

3.9.3 Promotion of Commercial Organic Waste Services. Collector shall make Organic Waste Collection Services available to all Commercial/Industrial Premises in the City.

3.9.4 Waste Stream Assessment. Collector shall provide on-site waste stream assessments to Commercial/Industrial Premises for the purposes of assisting premises in identifying and Implementing waste reduction practices and Recycling and Organic Waste Collection Service. Collector shall establish a program to ensure that new Commercial/Industrial Premises entering the City receive an assessment in a timely manner.

3.9.5 Contamination. The contamination thresholds and procedures set forth in Section 3.3.3 apply to Recyclables and Organic Waste Containers set out for collection by Commercial/Industrial customers.

3.10 CITY FACILITIES

3.10.1 Collector shall collect and deliver for disposal or Processing all Solid Waste, Organic Waste and Recyclables from each City Facility listed on Exhibit D at the frequencies and subscriptions levels identified on such exhibit.

3.10.2 City may change the City Facilities receiving service and the volume and frequency of service by written notice to Collector, provided that Collector shall be entitled to charge City for any additional services that are over and above the cost of providing the services set forth on Exhibit D at the then applicable rates.

3.11 DEAD ANIMAL COLLECTION

Notwithstanding any other clause within the Agreement, upon request from the City Manager and at no additional cost to City, Collector shall provide for the collection and disposal of domesticated animals found dead on public property, including but not limited to City streets and rights of way, so long as such animals may be disposed of at the Designated Disposal Site.

3.12 HAZARDOUS WASTE NOTIFICATIONS AND PROCEDURES

3.12.1 The collection, transportation and disposal of Hazardous Waste is specifically beyond the scope of this Agreement. Collector and City shall take all reasonable steps necessary to prevent Hazardous Waste from being collected, transported, or disposed of by Collector under this Agreement, other than the Recycled Used Oil program pursuant to Section 3.8.

3.12.2 Collector shall not be required to filter through and thoroughly inspect the Solid Waste or Recyclables deposited in Containers in order to ensure it does not contain any Hazardous Waste. Collector shall nonetheless take all reasonable steps to avoid collecting Hazardous Waste. Collector shall tag each Container which contains Hazardous Waste and shall keep a record of all Subscribers who have received a tag for depositing Hazardous Waste items, in accordance with the procedures set forth In Section 3.C of Exhibit "C" regarding tagging items not collected.

3.12.3 Collector shall provide written information regarding Household and other Hazardous Waste to all Subscribers upon initially beginning service and on a yearly basis thereafter. This information shall specify what types of waste may and may not be disposed of through routine collection procedures, the availability of the Household Hazardous Waste Collection Program described in Section 3.8, the tagging procedure if Hazardous Waste is found In the Subscriber's deposited waste, and other pertinent Information.

3.12.4 Collector shall conduct yearly training programs for its waste collection employees who provide Collection Services in the City, to instruct them in determining what is Hazardous Waste, to advise them to be aware of and locate, If possible, Hazardous Waste items when undertaking their collection of Solid Waste and Recyclables in the City, to follow proper procedures by tagging Hazardous Waste Items as "Hazardous Special Handling Required", and to advise Subscribers of the various legal alternatives for the disposal of Hazardous Waste.

3.12.5 Collector shall notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and Local Emergency Response Providers, and if appropriate, the National Response Center, of reportable quantities of Hazardous Waste, found or observed by Collector anywhere within the City, including on, in, under or about City owned property and City waste Containers. In addition to other required notifications, if Collector observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released on City owned property, including but not limited to streets in the City, storm drains, or public rights of way, Collector also shall immediately notify the City Manager and the Napa County Department of Environmental Management.

3.13 DISPOSAL AND PROCESSING FACILITIES

3.13.1 The Devlin Road Recycling and Transfer Facility is the Designated Disposal Site. Except as set forth in subsection 3.13.5, Collector shall dispose of all Solid Waste collected in the City at the Designated Disposal Site, at Collector's expense and in accordance with all Applicable Law.

3.13.2 Collector has designated the Material Recovery Facility as the Designated Recycling Facility. Collector covenants that the Designated Recycling Facility is properly permitted and in compliance with all Applicable Law. Collector shall deliver all Recyclables collected in the City to the Designated Recycling Facility, at Collector's expense and in accordance with all Applicable Law. Collector shall ensure that, after Processing, Recyclables are used in a manner that is classified as Diversion.

3.13.3 Collector has designated the Jepson Prairie Organics as the Designated Organic Waste Facility. Collector Covenants that the Jepson Prairie Organics is properly permitted for the composting of Organic Waste, and is in compliance with all Applicable Law. Collector shall deliver all Organic Waste collected in the City to the Designated Organic Waste Facility for composting, other than those loads that are delivered to the City Water Reclamation Facility (WRF) located at 151 Mezzetta Ct, pursuant to Section 3.13.4 of this Agreement. If any such delivery to the Designated Organic Waste Facility would not result in the City receiving credit in calculating its Diversion Rate for having diverted the Organic Waste from disposal in a landfill or transformation facility, another facility must be selected. Collector shall ensure that Organic Waste, excluding Residue, that is collected under this Agreement is processed into Compost in accordance with Applicable Law, and used in a manner that is classified as Diversion.

3.13.4 As of the execution date of this Agreement, City is considering installation of an anerobic digester at WRF that will be used to generate energy out of organic material. Throughout the Term of this Agreement, City may request, and Collector will make reasonable best efforts to comply with such requests, that Collector deliver one or more loads of Organic Waste collected by Collector to the WRF to be used as feedstock for City's anerobic digester. All processing of Organic Waste delivered to WRF by Collector shall be done at City's sole expense. City shall be responsible for providing Collector with a proper site at WRF to dump such loads and City shall ensure that the WRF has received any and all necessary permits or other entitlements necessary to receive Organic Waste from Collector. In the event City is unable to process or use the loads that

have been tipped by Collector at WRF per City instructions, City shall bear all costs with reloading and transporting such material.

3.13.5 Collector shall ensure that the Designated Disposal Site, Designated Recycling Facility, and Designated Organic Waste Facility are properly permitted and in compliance with Applicable Law at all times during the Term. Collector shall immediately inform City Manager in writing in the event of any noncompliance, and City, in its sole discretion, shall have the right to require the use of a different disposal or Processing Facility to be selected by Collector. The City Council may also, in its sole discretion, require the use of a different site at any time during the Term if the Designated Disposal Site, Recycling Facilities, or Green Waste Facility (as the case may be) is found to not be in compliance with the provisions of this Section 3.15, and the City Council determines that the Designated Disposal Site, Recycling Facilities, or Organic Waste Facility (as the case may be) is not acceptable due to a failure to comply with the terms of this Agreement or a finding by State or federal regulatory agencies that it is not in compliance with Applicable Law, including the Environmental Statutes, and is unable to accept City's Solid Waste, Organic Waste or Recyclables (as the case may be).

3.14 TITLE TO SOLID WASTE, RECYCLABLES AND ORGANIC WASTE

It is expressly understood that all Solid Waste, Recyclables and Organic Waste collected under this Agreement becomes the property of Collector at the point of collection, subject to the requirement of delivery of Solid Waste to the Designated Disposal Site, Recyclables to the Designated Recycling Facilities, and Organic Waste to the Designated Organic Waste Facility. At no time does City obtain any right of ownership or possession of Solid Waste or Recyclables placed for collection, and nothing in this Agreement shall be construed as giving rise to any inference that City has any such rights. City and Collector agree that, for the purposes of the Uniform Commercial Code and all other laws imposing liability for defective products, it is Collector, and not City that is to be considered the "merchant" of goods recycled pursuant to this Agreement.

3.15 PUBLIC EDUCATION

3.15.1 Throughout the Term, Collector shall provide Subscribers with information pertaining to this Agreement and shall conduct public education services that include, but are not limited to, providing information pertaining to the following:

- (a) New services implementation;
- (b) Change In service and change in cost of service;
- (c) Notices of incorrect setouts;
- (d) Curbside Bulky Waste Program, including information about household appliances with Freon, including refrigerators;
- (e) Annual Holiday tree Collection Services, including non-profit collection alternatives;
- (f) Coordination with City in development of monthly promotions and public education materials on source reduction, Recycling, backyard composting and Organic Waste program

topics. City shall have the right to review and approve all public education and promotion materials prior to distribution by Collector;

(g) The availability of free wheel-out service for qualifying Subscribers, free additional Recycling or Organic Waste Containers, and free on-call Bulky Waste Service;

(h) The availability of on-call Bulky Waste service (other than the one free pick-up per year) for an additional fee;

(i) Household Hazardous Waste program services provided pursuant to this Agreement;

(j) Providing Recycling outreach to schools and community groups as requested. City shall have the right to review, approve, and participate in all education and outreach materials prior to distribution;

(k) Providing Recycling education to users of buildings receiving free service pursuant to Sections 3.11 and 3.12; and

(l) The availability of the lifeline rate for qualified Residential Householders.

3.15.2 All press releases, reports, or other documents prepared by Collector for release to the public, the CIWMB, or any other public agency that materially affect the City shall be subject to the prior review (for a period of at least five business days) of the City Manager. The parties agree that, for purposes of this subsection 3.17.3, any reports or other documents relating to the automated collection system in the City, or to City's Source Reduction and Recycling Element (SRRE), Household Hazardous Waste Element (HHWE), and Diversion Rate, materially affect the City.

3.16 PUBLIC ACCESS TO COLLECTOR

3.16.1 Collector shall establish and maintain at all times during the Term an office and corporation yard in a location in or near the City. Collector's office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m. Monday through Friday, except Holidays. A responsible and qualified representative of Collector shall be available at Collector's office during office hours for communication with City and the public.

3.16.2 Collector shall maintain a toll-free telephone system in operation at its office to assist Subscribers during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. Collector shall maintain telephone equipment, and have available service representatives, sufficient to handle the volume of calls typically experienced on the busiest days. Subscribers must be able, with reasonable convenience, to reach Collector's office by phone during the hours set forth in this Section. Notwithstanding the above, Collector may use an answering service on Saturdays or Sundays. Collector shall have a representative, answering service or voicemail system available at the toll-free telephone number during all hours other than the hours set forth herein. Any recording shall provide an additional number to call in the event of an emergency. Collector shall provide the City Manager the means to contact a representative of Collector directly by telephone on a 24-hour basis in the event of an emergency.

3.17 SERVICE COMPLAINTS AND RESPONSE

3.17.1 Collector agrees to maintain a computer-based log (“Complaint Log”) of all oral and written service complaints registered with Collector from Subscribers or the public within the City. The Complaint Log shall be maintained in a computerized database format reasonably acceptable to the City Manager. Collector shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Subscriber complaints. Subscriber complaints that cannot be reasonably resolved may be appealed to the City Manager for final resolution. Collector shall record in the Complaint Log all written and oral complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, name of Collector employee taking the complaint, and the nature and date of resolution. The Complaint Log shall be maintained so that representatives of City upon request may conveniently inspect it.

3.17.2 Collector shall respond to all complaints from Subscribers, other than missed pickups, within one business day.

3.17.3 In the event of a missed pickup of containers that have been properly set out by Subscribers, Collector shall complete the pickup the same day if the complaint is received by 3:00 p.m., or by 12:00 p.m. the following business day if the complaint is received after 3:00 p.m. In the event Collector is requested to return to collect a container that was not properly set out for collection, Collector may charge the return trip fee set forth on Exhibit B.

3.18 REPORT ACCUMULATION OF SOLID WASTE; UNAUTHORIZED DUMPING

Collector shall direct its drivers to note the addresses of any premises at which they observe significant and ongoing accumulation of Solid Waste that is not being delivered for collection, and the address or other location description at which Solid Waste has been dumped in an apparently unauthorized manner. Collector shall deliver the address or description to the City Manager within three (3) working days of such observation.

3.19 PRIVACY

Collector shall strictly observe and protect the rights of privacy of Subscribers. Information Identifying individual Subscribers, or the composition or contents of a Subscriber’s Solid Waste or Recyclables, shall not be revealed to any person, governmental unit, private agency, or company, unless upon the authority of a court of law, authorized Federal, State, or municipal law enforcement agency, by statute, or upon valid authorization of the Subscriber. Collector shall not market or distribute mailing lists with the names and addresses of residential or commercial/industrial Subscribers. This provision shall not be construed to preclude Collector from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses that may be required by City pursuant to the Act. The rights accorded Subscribers pursuant to this Section shall be In addition to any other privacy rights accorded Subscribers pursuant to Federal or State law.

3.20 CHANGES IN OPERATIONS, ADMINISTRATION OR SCHEDULE

Collector shall notify the City Manager In writing of any proposed material changes in or to the Collection Services operation (e.g. vehicle routes, equipment type or number, crew size), administration (e.g., management and employees), and schedule prior to implementation. Any changes to the collection operation shall meet the service standards and other terms of this Agreement. In the case of changes to the collection schedule, Collector must notify all affected Subscribers at least (14) days prior to any change in the collection day. Collector shall not permit any Subscriber to go more than seven (7) days without service in connection with a collection schedule change.

3.21 MODIFICATION OR CHANGE OF COLLECTION SERVICES; NEW SERVICES

3.21.1 Upon receiving a written request from the City Manager, Collector shall provide a reasonable modification of any Collection Service subject to establishment of appropriate compensation for providing the service. Such a service modification may Include, but not be limited to,

- (a) the addition or deletion of specific Recycling materials that have been mutually agreed upon between City and Collector; or
- (b) any exclusive or non-exclusive services not covered by this Agreement, and that It is qualified to provide.

Notwithstanding the foregoing, any requests by City to Collector for delivery of Organic Waste to the WRF shall not be considered a Modification or Change to Services under this Section 3.21 and shall not be grounds for City to initiate a Special Rate Review.

3.21.2 The implementation of any modified or additional service shall be contingent upon City Council's approval of a Rate acceptable to Collector pursuant to Section 6.3. If a mutually acceptable Rate for a new service requested by City cannot be negotiated between City and Collector within a reasonable time frame, City reserves the right to solicit other bids and obtain other service provider(s) for additional service. Nothing In this Agreement requires City to request additional services from Collector.

3.22 STREET SWEEPING

Collector shall provide mechanical sweeping of all publicly owned streets and City designated curbed bike lanes on a biweekly (every other week) basis, pursuant to the scope of services and sweeping schedule contained in Exhibit E and in accordance with this Section 3.22. Collector shall not be required to sweep streets that lack either curbs or gutters, or that are in such a state of disrepair that sweeping may be hazardous to persons or property, or to sweep portions of streets blocked or covered by cars, structures or other obstacles. Collector may obtain water from City-owned hydrants as reasonably necessary to perform street sweeping services. Collector shall have the exclusive right to provide street sweeping services within the city limits of City except for areas where there is new construction and the developer is required to provide street sweeping.

3.23 LIFELINE RATE

Collector shall offer a fifteen percent (15%) discount off its standard service rates to eligible households enrolled in a Residential Premises duly enrolled in the California Alternate Rates for Energy (CARE) program offered by the electrical utility providing service to City residents (currently Pacific Gas and Electric). To be eligible for the discount, a household must provide Collector with a copy of a recent utility bill evidencing the household's enrollment in the CARE program, and a signed application in a form mutually agreed by Collector and City. If Collector approves the application, the household shall be eligible to receive the discount for a one-year period, or such longer period as Collector may determine. Collector may verify participating households' continued eligibility by requiring them to submit updated documentation. Households granted the discount shall be required to notify Collector promptly if they are no longer enrolled in the CARE program. Collector may require the household to verify its eligibility under the criteria set forth above.

3.24 SOLID WASTE OVERAGES

Collector shall collect Solid Waste Overages placed in 32 gallon plastic bags (or other bags or bundles deemed acceptable by Collector) set out beside Solid Waste Containers by Residential or Commercial/Industrial customers on such customers' regularly scheduled collection day, provided, however, that Collector shall not be required to collect more than, 32 gallons of overages unless the customer has scheduled such collection with Collector in advance. Collector may charge for Garbage Overages at the rates as set forth in Exhibit B.

3.25 DEBRIS BOX CREDIT FOR CITY

Collector shall provide City 400 cubic yards per calendar year of debris box collection services to be provided to City for additional services to City Facilities beyond what is listed in Exhibit D, code enforcement purposes and community clean-up events. Such services shall be provided at City's request and in the same manner as similar services provided to commercial customers, unless otherwise agreed by Collector and City. Any unused credit remaining at the end of a calendar year will not be rolled over to the subsequent year.

3.26 COMPOST GIVEAWAY

Upon City request and no more than twelve (12) times per calendar year, Collector shall deliver twenty (20) cubic yards of Compost to City at no charge to a mutually agreed upon location. Any unused requests remaining at the end of a calendar year will not be rolled over to the subsequent year. Collector shall also make available one hundred sixty (160) cubic yards of Compost on an annual basis for giveaway to residents of American Canyon (proof of residency required). Compost shall be available for pick up at Collector's facility located at 2021 Broadway Street, Vallejo.

3.27 SHRED EVENTS

Collector shall reimburse City up to Eight Thousand Dollars (\$8,000.00) per year for City's costs incurred to host confidential paper shredding events in City that are available to use by City residents. City shall provide Collector copies of invoices paid by City for such events and Collector shall reimburse City for those costs up to Two Thousand Dollars (\$2,000.00) no more than four (4) times per year, within sixty (60) days of receiving such invoices. Any unused amounts remaining at the end of a calendar year will not be rolled over to the subsequent year.

3.28 ARTIST IN RESIDENCY PROGRAM

Upon written request from City, Collector shall meet and confer with City regarding the parameters of an Artist in Residency Program to be provided by Collector under this Agreement at a future date. Collector agrees to prepare a proposal that incorporates the agreed upon terms of the program between Collector and City and the adjustment to Rates required as a result of implementing such program. Upon mutual agreement between City and Collector of all terms, including the adjustment to Rates, the parties shall amend this Agreement in advance of the Artist in Residency program implementation.

ARTICLE 4 CONTINGENCY PLAN

4.1 CONTINGENCY PLAN

Collector shall maintain a written "Contingency Plan" that sets forth Collector's arrangements to provide vehicles and personnel and to maintain service to the extent feasible during mechanical breakdowns, and in case of natural disaster, strikes or other emergency, including events described in Section 11.8.

ARTICLE 5 INDEMNIFICATION; INSURANCE; BONDS

5.1 INDEMNIFICATION

5.1.1 Collector shall indemnify, defend (with counsel selected by City) and hold harmless City, its Officers, agents, employees, and volunteers from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and for any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury or death arising out of Collector's or any of its Officers, agents, employees or subcontractors' performance of its obligations pursuant to this Agreement or arising from or

attributable to any alleged breach of warranty of merchantability or fitness of purpose or other laws relating to product liability for Recyclables collected and processed, or Compost created, pursuant to this Agreement. Collector's obligation to indemnify, defend and hold harmless City as stated herein above shall include, but not be limited to, paying all actual legal fees and cost incurred by legal counsel of City's choice in representing City in connection with any such claims losses lawsuits or actions. Collector's obligations under this Section shall not extend to matters caused by the gross negligence, intentional or willful misconduct, or breach of any material terms of this Agreement by the City or any of its Officers, agents, employees or volunteers. The obligations of Collector pursuant to this subsection 5.1.1 are not limited by the coverage of any insurance maintained by Collector pursuant to Section 5.2. THIS PROVISION SHALL SURVIVE THE EXPIRATION OF THE PERIOD DURING WHICH SOLID WASTE AND RECYCLABLES COLLECTION, PROCESSING AND DISPOSAL SERVICES ARE TO BE PROVIDED UNDER THIS AGREEMENT.

5.1.2 (a) Collector shall indemnify, defend (with counsel selected by City) and hold harmless City, its Officers, agents, employees and volunteers from any and all claims and losses whatsoever occurring or resulting from:

(i) the repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action or inaction) concerning any hazardous substance or Hazardous Waste at any place where Collector or any of Its Officers, agents, employees or subcontractors transfers, stores, Processes, or Disposes of Solid Waste, Organic Waste or Recyclables pursuant to this Agreement, provided said place or facility is owned and/or operated by Collector or a related entity, or said claim or loss is the direct result of Collector's negligent actions; or

(ii) its activities pursuant to this Agreement result in a release of hazardous substances into the environment; or

(iii) the repair, cleanup or detoxification, or preparation and implementation of any removal; remedial, response, closure or other plan (regardless of whether undertaken due to governmental action or inaction) concerning any hazardous substance or Hazardous Waste at the Devlin Road Recycling and Transfer Facility, Keller Canyon Landfill, Compost Facility or the Material Recovery Facility, regardless of whether or not Collector transferred, stored or disposed of Solid Waste or Recyclables from within the City at said facilities, provided however, in the event that any such facility was not owned or operated by Collector or a related entity at the time of the events giving rise to the claim or loss, that said claim or loss must be the direct result of Collector's negligent actions for Collector or a related entity to have an obligation to indemnify, defend or hold City harmless; or

(iv) its activities at Devlin Road Recycling and Transfer Facility, Keller Canyon Landfill, Napa Garbage Service Compost Facility, or the Material Recovery Facility, or any other facility utilized pursuant to this Agreement, at any time before or during the Term, of this Agreement, result in a release of hazardous substances into the environment.

(b) The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, codified at 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify City. Collector's obligation to Indemnify, defend and hold harmless City as stated herein above shall include, but not be limited to, paying all actual legal fees and cost incurred by legal counsel of City's choice in representing City in connection with any such- claims, losses, lawsuits or actions. In connection with claims, liability, lawsuits or actions arising out of the Environmental Statutes, this clause shall not restrict any rights City has against Collector, including, but not limited to, the right of contribution, pursuant to the Environmental Statutes. The obligations of Collector pursuant to this subsection 5.1.2 are not limited by the coverage of any insurance maintained by Collector pursuant to Section 5.2. THIS PROVISION SHALL SURVIVE THE EXPIRATION OF THE PERIOD DURING WHICH SOLID WASTE AND RECYCLABLES COLLECTION, PROCESSING AND DISPOSAL SERVICES ARE TO BE PROVIDED UNDER THIS AGREEMENT.

5.1.3 Collector agrees to indemnify, protect, defend (with counsel reasonably acceptable to City) and hold harmless City, its Officers, agents and employees from compliance of the Act, against all fines or penalties imposed by the California Integrated Waste Management Board (CIWMB) in the event the Diversion, source reduction and Recycling goals of the Act are not met by City as a result of Collector failing to perform its obligations set forth herein, or in the event Collector's delays in providing information prevent City from submitting reports required by the Act in a timely manner. Collector further agrees to reimburse City its "pro rata share" of all costs and expenses attributable to any administrative proceedings (including but not limited to the administrative proceedings required by Public Resources Code Section 40059.1(c)(5)) or litigation relating to compliance with the Act, including reasonable attorneys' fees. For purposes of this Section, Collector's "pro rata share" shall be determined by apportioning such costs and expenses In accordance with the percentage of fault of Collector and City, as determined by the court or administrative body, or if none, as mutually agreed to by the parties. Collector's obligation to indemnify and reimburse City pursuant to this Section is limited to the extent that such fines, penalties, costs or expenses result from activities, events, or omissions occurring during the period during which Collection Services are to be provided under this Agreement. The obligations of Collector pursuant to this subsection 5.1.3 are not limited by the coverage of any insurance maintained by Collector pursuant to Section 5.2. Collector's indemnification hereunder is expressly conditioned upon: (a) implementation of the Construction and Demolition Recycling requirements of the City Code; and (b) City's good faith efforts to Implement its Source Reduction and Recycling Element, including any amendments thereto. THIS PROVISION SHALL SURVIVE THE EXPIRATION OF THE PERIOD DURING WHICH SOLID WASTE AND RECYCLABLES COLLECTION, PROCESSING AND DISPOSAL SERVICES ARE TO BE PROVIDED UNDER THIS AGREEMENT.

5.2 INSURANCE

5.2.1 General.

(a) Collector shall procure and maintain for the Term of this Agreement insurance against claims for Injuries to persons, including death, or damages to property which may arise from or in

connection with the performance or lack of performance of the work hereunder by Collector, its agents, representatives, employees or subcontractors. Collector shall not perform any work during any period when Collector is not covered by insurance as required in this Section. In the event Collector does any work while not covered by the insurance required by this Section, City may immediately terminate this Agreement without providing the seven-day (7) written notice required by Section 11.1.

(b) General Liability, Errors & Omissions and Pollution and/or Environmental Impairment Liability coverage should be maintained for a minimum of five (5) years after contract completion. The maintenance of claims made against any Insurance required of Collector shall not be considered a waiver by City of any other claim or liabilities it may have against Collector.

5.2.2. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001.).

(b) Insurance Services Office form number CA 0001 (Ed. 1/78), covering Automobile Liability, code 1 (any auto) and endorsement CA 0025 (mobile equipment, pollution, contractual liability). The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.

(c) Workers’ Compensation Insurance as required by the State of California and Employer’s Liability Insurance.

(d) Errors & Omissions and Pollution and/or Environmental Impairment Liability.

5.2.3. Minimum Limits of Insurance. Collector shall maintain limits no less than:

(a) General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employer’s Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily Injury or disease, \$1,000,000 each employee bodily injury by disease.

(d) Errors & Omissions and Pollution and/or Environmental Impairment Liability: \$3,000,000 each occurrence/\$10,000,000 policy aggregate covering liability arising from the release of waste materials and/or: irritants, contaminants or pollutants. Collector shall ensure that such coverage shall, if commercially available, without Involvement of City, automatically broaden in its form of coverage to include legislated changes in the definition of waste materials and/or irritants, contaminants or pollutants. The policy shall stipulate this Insurance is primary and no other

insurance carried by City will be called upon to contribute to a loss suffered by Collector hereunder and waive subrogation against City and other additional insureds.

5.2.4 Deductible and Self-Insured Retentions. Any deductibles, self-insured retentions or self-insurance programs must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self insured retentions as respects to City, its Officers, officials, employees and volunteers; or Collector shall provide evidence satisfactory to the City Manager guaranteeing payment of losses and related investigations, claim administration and defense expenses. Notwithstanding the foregoing, City may elect not to accept any deductibles or self-insured retentions offered by Collector.

5.2.5 Other Insurance Provisions.

(a) All Coverages. Each insurance policy required by this Section 5.2 shall be occurrence-based or an alternate form as approved by the City Manager, and shall contain, or be endorsed to contain, the following provisions:

(i) City, its elected or appointed officials, employees and volunteers are to be covered as additional on the general liability and automobile liability policies.

(ii) Collector's insurance coverage shall be primary insurance as respects to City, its Officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its Officers, officials, employees, agents or volunteers shall be excess of Collector's insurance and shall not contribute with it.

(iii) Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

(iv) Collector's Insurance shall apply separately to each insured against whom claim is made or suit is brought, except for the limits of the insurer's liability.

(b) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its Officers, officials, employees and volunteers for losses arising from work performed by Collector for City.

5.2.6 Acceptability of Insurers. Insurance is to be placed with Insurers with a current A.M. Best's rating of no less than A:VII if admitted. If Pollution and/or Environmental Impairment and/or Errors and Omissions coverages are not available from an "Admitted" Insurer, a non-admitted insurance company may write the coverage, with City's permission. A non-admitted company should have an A.M. Best's rating of A: X or higher.

5.2.7 Verification of Coverage. Collector shall furnish City with endorsements effecting coverage required by this Section. The endorsements are to be signed by a person authorized by that insurer to bin coverage on its behalf. The Collector's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. All endorsements are to be received and approved by the City Manager before work commences.

5.2.8 Subcontractors. Collector shall include all subcontractors as Insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2.9 Other Provisions. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its Officers, officials, agents, employees and volunteers.

ARTICLE 6

COMPENSATION AND RATES

6.1 RATES

The Rates contained in Exhibit B (Schedule of Approved Rates), as they may be adjusted from time to time in accordance with this Agreement provide the compensation to Collector for services pursuant to this Agreement. The Rates are set by Collector and approved by City. The Rates contained in the Schedule of Approved Rates become effective January 1, 2024 (and each January 1 thereafter) irrespective of whether or not the services required by this Agreement are implemented and fully operational on or before that date.

6.2 ANNUAL ADJUSTMENT OF RATES

6.2.1 Commencing on January 1, 2017 and on each January 1 thereafter (the "Adjustment Date"), the Rates set forth in the Schedule of Approved Rates, as adjusted hereunder, shall be automatically adjusted by an amount equal to the percentage increase in the Consumer Price Index for the 12-month period ending in August, multiplied by the then-current rate for each service. At least thirty (30) days prior to the Adjustment Date, Collector shall notify City of the CPI adjustment to take effect on the Adjustment Date and shall provide City with its computations therefore.

6.3 SPECIAL RATE REVIEW

6.3.1 Collector is entitled to apply to City for a "Special Rate Review", or City may initiate such a review, upon the occurrence of any events set forth in subsection 6.3.2. However, Collector shall seek no more than a single annual adjustment to become effective at the time of the CPI adjustment described in Section 6.2. Collector must submit its request for a Special Rate Review and complete cost and operational data in a form and manner specified by the City no later than July 1 of the year prior to the proposed effective date of any rate adjustment.

6.3.2 Collector is entitled to apply to City for a Special Rate Review, or City may initiate such a review, should one or more of the following occur, and for no other reason whatsoever:

- (a) Any Change in Law that was not reasonably known to Collector before the Commencement Date, that Collector substantiates would result in an increase in Collector's cost of providing Collection Services to City. For clarity, Collector's costs include without limitation, Collector's pro rata share of the costs of operating the facility located at 2021 Broadway Street, Vallejo, CA or any other facility where vehicles used for the collection or transport of City Solid Waste, Recyclables or Organic Waste are stored.
- (b) Pursuant to Section 3.23, City mandates changes to operations or modifications of services, or new services.
- (c) Changes in the Franchise Fee.
- (d) Changes in the 'Tipping Fee' at the Devlin Road Recycling and Transfer Station, or other fees paid by Collector to non-affiliate third parties for the disposal or processing of Solid Waste, Recyclables or Green Waste only to the extent that the percentage change in the 'Tipping Fee' exceeds the percentage change in CPI from August 2023 through the August nearest the date the Special Rate Adjustment is requested.
- (e) Floods, earthquakes, war, civil unrest or other natural calamities outside of Collector's control and having a significant ongoing impact on its cost of doing business in American Canyon.

6.3.3 With regard to the occurrences described in (c) or (d), Collector shall be entitled to pass through the increased costs by an equal adjustment in its rates. With regard all other occurrences, Collector must request a Special Rate Review. Should Collector request a Special Rate Review, City shall have the right to review any or all costs associated with Collector's services under this Agreement. In the event either party requests a modification of a Collection Service or other service provided pursuant to this Agreement, or additional services not currently included within this Agreement, Collector shall furnish City with complete, current and projected operating and other cost data for the modified or additional service. City reserves the right to require that Collector supply any additional cost data or other information it may reasonably need to ascertain the appropriate Rate. City further reserves the right to employ qualified independent consulting services to review data submitted by Collector. For Collector-initiated proposals for service modifications or additional services, Collector shall defray all City costs, including but not limited to City consultant and attorney expenses relating to the review.

6.3.4 With regard to rate increases based on occurrences set forth in Section 6.3.2(a), (b) or (e), Collector shall bear the burden of justifying by Substantial Evidence any entitlement to a rate increase under this Section. If Collector meets its burden, Collector shall be entitled to a Rate increase in an amount sufficient to cover the reasonable increased costs (or decreased revenues) resulting from such occurrences. In the event the City elects to employ a consultant for the purpose of review, reimbursement for associated review costs will not be included in any rate increase approved by the Council. The Council's decision shall be final for purposes of Collector's exercise of remedies under Section 6.4. In the event that the Council for any reason fails to timely approve, in full, any adjustment requested by Contractor pursuant to this Agreement, Collector shall have the right, within thirty (30) days after any such occurrence to request in writing that the City negotiate in good faith regarding reductions in programs, services, or fees under this Agreement

to eliminate any adverse financial impact on Collector caused by such failure. If the City fails to commence negotiations in good faith within fifteen (15) days of Collector's request, or good faith negotiations are not completed to the satisfaction of Collector within forty-five (45) days of Collector's request, Collector may terminate this Agreement upon six (6) months written notice to City. To be considered timely, rate adjustments must be approved, valid, and in effect by January 1 (i.e. the first day of the rate year in question).

6.4 NOTICE OF RATE INCREASES

Collector shall provide all Subscribers for whom Collector performs billing services with advance written notice of Rate increases, in the form of a bill insert at least thirty (30) days prior to the effective date of such increases. No rate increase is effective unless this notice is properly given.

ARTICLE 7

BILLING, COLLECTION AND REMITTANCE; FRANCHISE FEE

7.1 CUSTOMER BILLING

7.1.1 Collector shall bill all customers for all services, whether regular or special. Collector shall provide itemized bills, showing charges for all classifications of services, including the charges for late payment, service fees, rentals, rebates, etc. Billings shall be made monthly in arrears for all services to Residential or Commercial/Industrial customers.

Collector shall not charge: (a) any amount in excess of the approved Rates for any services required or permitted to be performed by the terms of this Agreement; or (b) any amount for any services required or permitted to be performed by the terms of this Agreement for which a Rate is not listed on the Schedule of Approved Rates. The approved Rates are those set forth in the Schedule of Approved Rates, as such schedule may be revised pursuant to the procedures set forth in Article 6.

7.1.2 Collector may levy Special Charges at the Rates provided in the Schedule of Approved Rates. Special Charges shall not be levied without prior notification to the Subscriber.

7.1.3 Collector may not bill for:

(a) Residential Premises cart exchanges specified in Section 3.4.2(a) as

being free;

(b) Additional Recycling containers to Residential Premises pursuant to Section 3.4.2(b);

3.5;

(c) The free wheel-out service for eligible Subscribers specified in Section

- (d) The curbside bulky waste program services specified in Section 3.6 (including Freon removal);
- (e) The Holiday tree collection specified in Section 3.7;
- (f) The Household Hazardous Waste program services specified in Section 3.8;
- (g) The collection of Recyclables or Organic Waste from Commercial/Industrial Premises;
- (h) The public education services specified in Section 3.15;
- (i) Or any other service which is described in this Agreement as being for no extra compensation to Collector.

7.2 DELINQUENT ACCOUNTS

7.2.1 Collector shall make diligent, good faith efforts to collect delinquent payments from Subscribers. Collector shall reconcile payments made by Subscribers to amounts billed to such Subscribers. City is not in any way responsible to assist Collector in collecting delinquent accounts, or in any way responsible to compensate Collector for revenues lost due to delinquent accounts.

7.2.2 Collector may discontinue service as follows: persons who have not remitted required payments within thirty (30) days after the date of billing shall be notified in writing that services may be discontinued fifteen (15) days from the date of notice if payment is not made before that time. Collector may discontinue service in accordance with such written notice.

7.3 FRANCHISE FEE

7.3.1 In consideration of the rights granted Collector in this Agreement, Collector shall pay to City a Franchise Fee of eight and two-tenths percent (8.2% of the total Gross Rate Revenues for those fees and charges collected for Solid Waste, collection services, including any late fees or special charges. Sale of recyclables or interest will not be part of the Franchise Fee calculation. Payment shall be made monthly, based upon the actual receipts from the prior month. Payment shall be received no later than the last day of the following month. For example, payment for January's receipts shall be due no later than the last day of February.

7.3.2 Collector shall also pay to City, as part of the Franchise Fee, eight and two-tenths percent (8.2%) of Collector's gross receipts from the collection of Construction and Demolition Waste, or such different amount as the City Council shall establish for all collectors of Construction and Demolition Waste. Collector shall remit the Franchise Fee as part of the Monthly Remittance specified in Section 7.4.

7.3.3 City reserves the right to increase the Franchise Fee at any time during the Term. Nothing herein shall excuse Collector from paying City business license fees and other permits required to be paid pursuant to City, State or Federal Law.

7.4 COLLECTOR BILLING STATEMENT AND REMITTANCE

7.4.1 Collector shall prepare and provide to City a monthly statement and a Monthly Remittance by the last day following each month of Collection Service. The monthly statement, which shall be in the form determined by the City Manager, shall set forth the basis and calculations used for computing the amount due, in the following format:

+ Gross Rate Revenues received by Collector for the current billing period (including number of accounts in each Rate class, and total number for each type of special charge and late fees)

+ Revenue collected during the previous service period from collection of Construction and Demolition Waste

x eight and two-tenths percent (8.2%) = Franchise Fee

Collector then calculates Monthly Remittance due to City as follows: Franchise Fee payment

+ unpaid liquidated damages assessed by City against Collector

= Monthly Remittance to City

7.4.2 Collector shall provide a brief summary of the number and duration of delinquent accounts by Subscriber class with each Monthly Remittance submitted to City pursuant to this Section 7.4.

7.5 DISPUTES REGARDING REMITTANCES

7.5.1 No acceptance of any payment by City shall be construed as an accord that the amount is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim City may have against Collector for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recomputation by City. If, after audit, such recomputation indicates a Franchise Fee underpayment, Collector shall pay to City the amount of the underpayment within ten days of receipt of written notice from City that such is the case. In addition, Collector shall pay interest on any underpayment at the highest rate allowed by law. Such interest shall commence accruing on the date the underpayment would have originally been due. If, after audit, such recomputation indicates a Franchise Fee underpayment of more than two and one half percent (2.5%), Collector shall reimburse City for all reasonable costs and expenses incurred in connection with the audit and recomputation, within ten days of receipt of written notice from City that such is the case.

If, after audit, such recomputation indicates a Franchise Fee overpayment, City shall notify Collector in writing of the amount of the overpayment, less costs and expenses incurred in connection with the audit and recomputation. Collector may offset the payment or payments (as appropriate) next due following receipt of such notice by the amount specified therein. In case of dispute between City and Collector regarding any amounts due, Collector shall pay the amount claimed by City as due and notify City in writing at the time of payment as to any portion that is paid under protest, specifying the basis of its claim of overpayment:

7.5.2 If either party disputes any amount remitted pursuant to this Article, the disputing party shall provide the other party with a written objection within fifteen (15) days of receipt of the

remittance, indicating the reasons for the disputing party's objection to or disagreement with such amount. If the parties are not able to resolve such dispute within thirty (30) days after the disputing party's objection, either party may pursue further legal action pursuant to Section 11.5. Nothing contained in this Section shall limit City or any authorized officer of City or any other governmental agency from raising a further objection to any amount billed by Collector as a result of an audit conducted pursuant to Section 8.3.

ARTICLE 8

FINANCIAL RECORD KEEPING AND REPORTING REQUIREMENTS

8.1 ACCOUNTING AND RECORDS

Collector shall maintain in Its office full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, disposal, and processing transactions for City, prepared on a cash basis, and otherwise in accordance with generally accepted accounting principles. Such records shall be subject to audit and inspection. The Gross Rate Revenues derived from the provision of Collection Services, whether such services are performed by Collector or by a subcontractor or subcontractors, shall be recorded as revenues in the accounts of Collector. Collector shall maintain and preserve all cash, billing, disposal, and Processing records for a period of not less than three (3) years following the close of each of Collector's fiscal years

8.2 RIGHT TO INSPECT RECORDS

City and its authorized Officers, agents or employees, shall, during normal business hours and upon the provision of reasonable advance notice, have the right to review and inspect Collector's records and enter Collector's premises for the purposes of such review. City shall have the right to inspect or review disposal fee charges, compliance with service classifications, income tax returns, payroll tax reports, route maps, subscriber lists, specific documents or records required pursuant to this Agreement, or any other similar records or reports of Collector that the City Manager shall deem, in his or her sole discretion, necessary to evaluate financial data or reports.

8.3 ANNUAL AUDIT OF BILLINGS

If warranted by City's review of the financial records prepared by Collector, City may, in its sole discretion, retain an independent certified public accountant to conduct an independent audit of billings of Subscriber accounts. The independent audit shall be conducted to determine and verify that each Subscriber is receiving the level of service for which they are billed by examining a statistically significant sample of Subscribers. Collector shall cooperate fully with City and its agents in the performance of the Independent audit, including providing full and timely access to all required records, data and other information. Collector shall bear the reasonable cost of such an independent audit.

ARTICLE 9

OTHER RECORD KEEPING AND REPORTING REQUIREMENTS

9.1 RECORD KEEPING

9.1.1 Collector shall maintain in its office records of the quantities of (i) Solid Waste collected and disposed under the terms of this Agreement, (ii) Recyclables, by type, collected, purchased, processed, sold, donated or give for no compensation, and residue disposed, and (iii) Organic Waste collected, received, purchased, processed, sold, donated or given for no compensation, and Residue disposed. The records shall be subject to the inspection provisions provided in Section 10.1.

9.1.2 Collector shall maintain an auditable journal recording each instance that Solid Waste, Organic Waste or Recyclables are not collected in compliance with the terms of this Agreement or applicable ordinance or regulation. The journal shall include the reason for non-collection, including but not limited to instances of Hazardous Waste found in the Solid Waste, Organic Waste or Recyclables. The journal shall be subject to the inspection provisions provided in Section 10.1.

9.1.3 Collector's refusal or failure to file (after written notice requesting Collector to do so) any of the reports required, or to provide required information to City, or the inclusion of any false or misleading statement or representation by Collector in such report, shall be deemed a material breach of this Agreement, and shall subject Collector to all remedies, legal or equitable, which are available to City under this Agreement or otherwise.

9.1.4 All reports and records required under this or any other Article shall be furnished at the sole expense of Collector.

9.2 MONTHLY DOCUMENTS

Collector shall compile and keep the following documents by month, and shall deliver the documents to the City Manager within ten (10) days of a request by the City Manager:

- (a) copies of disposal facility weight tickets/invoices which indicate the net amount of all Solid Waste disposed during the reporting month, typical fees paid, and where the waste was disposed of, by route; and
- (b) copies of facility weight tickets/invoices, which indicate the net amount of all Recyclables and Organic Waste diverted from disposal facilities during the reporting month, typical fees paid, and where the Recyclables and Organic Waste were delivered, by route.

9.3 QUARTERLY REPORTING

Collector shall compile and keep the following information for each month during the quarter and shall deliver a written report thereon, signed by an officer of Collector, to the City Manager on a quarterly basis. Quarterly reports shall be submitted no later than the 25th of the month immediately following the end of the quarter. The first quarterly report shall be due on or before April 25, 2024, and shall include information for the first quarter of 2024. Quarterly reports shall be submitted in hard copy, and shall also be provided electronically in a format and using software acceptable to City.

- (a) Solid Waste Data. The number of tons collected by Collector pursuant to this Agreement and delivered to the Designated Disposal Site.
- (b) Recycling Data. The number of gross tons collected by material type for Residential Premises, Commercial/Industrial Premises, and for facilities receiving free service; quarterly totals of Recyclables processed and sold, average price received per Ton and total Recycling Revenue received for the quarter by material type (and grade where appropriate); any quantities, by material type, donated or otherwise disbursed without compensation; number of Recyclables Containers distributed by size and Subscriber type; quantities, by material type, collected at Collector operated buy-back and drop-off Recycling operations used by American Canyon residents; and quarterly totals and location for Residue disposed.
- (c) Organic Waste Data. The number of gross tons collected for Residential Premises, Commercial/Industrial Premises, and for facilities receiving free service..
- (d) Customer Service Data. The number of praises, compliments, and problems encountered with collection and processing activities; type and number of non-collection notices left at Subscribers locations.
- (e) Diversion Rate. Collector shall provide documentation acceptable to City stating and supporting the calendar quarter's diversion rate.
- (f) Public Education and Information Activities. Collector shall report on all public education and information activities planned for the upcoming period, including distribution of bill inserts, collection notification tags, community information and events, school visits, tours and other activities related to the provision of services under this Agreement.
- (g) AB 341 and 1826 Compliance Data. Collector shall report the total number of Commercial/Industrial Premises serviced and identify whether they are compliant.

9.4 ANNUAL REPORTING

Annual reports shall be submitted no later than March 1st for the previous calendar year with the first annual report due on or before March 1, 2024. Annual reports shall be submitted in hard copy, and shall also be provided electronically in a format and using software acceptable to City. The annual report shall summarize the numerical information contained in the quarterly reports. In addition, the annual reports shall include:

- (a) A summary of the prior year's monthly Franchise Fee payments.
- (b) Account data including the number of accounts, account names and addresses of collection locations per each service category.
- (c) An annual summary of Solid Waste Data. The number of tons collected by Collector pursuant to this Agreement and delivered to the Designated Disposal Site.
- (d) An annual summary of Recycling Data. The number of gross tons collected by material type for Residential Premises, Commercial/Industrial Premises, and for facilities receiving free service; quarterly totals of Recyclables processed and sold, average price received per Ton and

total Recycling Revenue received for the quarter by material type (and grade where appropriate); any quantities, by material type, donated or otherwise disbursed without compensation; number of Recyclables Containers distributed by size and Subscriber type; quantities, by material type, collected at Collector operated buy-back and drop-off Recycling operations used by American Canyon residents; and quarterly totals and location for Residue disposed.(e) An annual summary of Organic Waste Data. The number of gross tons collected for Residential Premises, Commercial/Industrial Premises, and for facilities receiving free service.

(f) An annual summary of Customer Service Data. The number of praises, compliments, and problems encountered with collection and processing activities; type and number of non-collection notices left at Subscribers locations.

(g) An annual summary of Diversion Rate. Collector shall provide documentation acceptable to City stating and supporting the annual diversion rate.

(h) AB 341 and 1826 Compliance Data. Collector shall report the total number of Commercial/Industrial Premises serviced and identify whether they are compliant.

9.5 ADVERSE INFORMATION

9.5.1 Collector shall provide City two (2) copies of all reports or other material relating to this Agreement or the Collection Services which contains information that might be adverse to Collector, City, one or more Subscribers, or the performance of this Agreement, that are submitted by Collector to the United States Environmental Protection Agency (EPA), the California Integrated Waste Management Board (CIWMB), or any other federal, State, or local agency. Copies shall be submitted to City simultaneously with Collector's filing of such matter with those agencies. Collector's routine correspondence to those agencies need not be automatically submitted to City, but shall be made available to City upon written request.

9.5.2 Collector shall submit to City copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Collector to, as well as copies of all decisions, correspondence and actions by, any federal State and local courts, regulatory agencies and other government bodies relating specifically to Collector's performance of services pursuant to this Agreement. Any confidential data exempt from public disclosure under the California Public Records Act shall be retained in confidence by City and its authorized agents and shall not be made available for public inspection unless otherwise ordered by a court of law.

9.6 ADDITIONAL REPORTING

9.6.1 Collector shall furnish City with any additional reports as may reasonably be required that sets forth all information required by City including, but not limited to, any Recycling, Organic Waste, or Household Hazardous Waste activities. These reports shall be prepared and submitted in the form specified by the City. Collector shall bear the cost of such additional reporting.

9.6.2 When placing debris boxes for customers in the public right- of-way (for example, on city streets), Collector shall ensure that the box is placed in a location that does not interfere with traffic, line of sight, or otherwise present a potential hazard. If the City determines placement of the box represents a potential hazard and notifies Collector of such, Collector will remove or relocate the box within one business day.

9.7 OTHER RELATED REQUIREMENTS

9.7.1 Waste Characterization Studies. Collector shall cooperate with and assist City in the performance, if and as needed, of periodic waste characterization studies.

9.7.2 Collection Monitoring. Collector shall monitor Its collection of Recyclables and Organic Waste to identify occurrences of, and to prevent, contamination of Recyclables and Green Waste. Collector shall allow a person designated by the City Manager to ride with Collector's collection vehicles on any route or routes. The City Manager will inform Collector at least one (1) week in advance of the date of route monitoring.

9.8 MODIFICATION OF REPORTING REQUIREMENTS

The reporting requirements set forth in this Article 9 may be modified, either in regards to the type of information collected or the frequency of reporting it to the City, upon request by Collector and with the written approval of the City Manager.

ARTICLE 10

INSPECTION, REVIEW, AND AUDIT OF FACILITIES AND OPERATIONS; CONFIDENTIALITY

10.1 INSPECTION BY CITY

The City Manager shall have the right on reasonable notice to observe and review Collector's operations equipment, and to enter Collector's premises for the purposes of such observations and review at any time without prior notification.

10.2 PERIODIC REVIEW

City will periodically review the performance of Collector based on Subscriber complaints, timely payment of sums due, statistical reporting, program progress, etc. This review will be conveyed to the Council, and Collector may review the report and submit its own statement.

10.3 CONFIDENTIALITY

City shall treat all information disclosed or made available for inspection by Collector under this Agreement that affects the competitive position of Collector or is otherwise considered a trade secret or proprietary as confidential information to the extent permitted by law. By way of example but not in limitation, the following types of information shall be confidential to the extent permitted by law: (1) how Collector routes its vehicles in order to provide collection services within the City; (2) the provisions of contracts with customers for collection services; (3) the Collector's

consolidated audited financial statements or the audited financial statements of Collector's affiliates that are not provided in support of a rate adjustment; and (4) individual wages, salaries, bonuses and benefits. City shall not use such confidential information for any reason or in any manner other than as contemplated under the rate review provisions of this Agreement. City shall not disclose such confidential information to any third party except on a "need-to-know" basis and then only after receiving the prior written approval of the Collector and a confidentiality agreement from the third party similar hereto. Notwithstanding the foregoing, in the event City receives any requests for disclosure of Collector's information under applicable state public records disclosure law, City shall notify Collector in writing of such request after consideration of the public interest in disclosure of the requested information. The Collector shall respond in writing within ten (10) days of the City's notice whether the requested information should be released or defended as exempt from disclosure under such law. If Collector elects to defend the exemption of the requested information from public disclosure, City shall not release or disclose such information and Collector shall assume all responsibilities for such defense.

ARTICLE 11 BREACH AND TERMINATION

11.1 DEFAULT; NOTICE

11.1.1 All terms and specifications of this Agreement are material and binding, and failure to perform any portion of the work described herein shall be considered a breach of this Agreement. Subject to the extensions of time set forth in Section 11.8, and to the notice provisions of subsection 11.1.2, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence during the cure period.

11.1.2 Neither party may exercise any rights or remedies upon a default by the other party, unless and until such default continues for a period of seven (7) days after written notice thereof from the non-defaulting party. If the nature of the default is such that more than seven (7) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if it has commenced a cure within the seven (7) day period and thereafter diligently prosecutes such cure to completion within thirty (30) days after receipt of written notice thereof, or for such longer period as mutually agreed upon between Collector and City in the event the default cannot reasonably be cured within thirty (30) days. No such additional time to cure shall be allowed for failure to pay any amount due to City under this Agreement, or if the nature of the default is such that the health, welfare, or safety of the public is endangered as determined by the City Manager. The notice of default shall specify the default complained of by the injured party. In the event of any conflict between the cure periods set forth in this subsection 11.1.2 and any shorter cure periods set forth in an applicable Section of this Agreement, the longer period shall control.

11.1.3 Delay in giving a notice of default shall not constitute a waiver of any default nor shall it change the time of default. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or

remedies, nor deprive either party of Its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

11.2 NOTICE BY CITY; RESPONSE; RESOLUTION; APPEAL

11.2.1 Notice: Response. If the City Manager determines that Collector’s performance pursuant to this Agreement may not be in conformity with the provisions of this Agreement, the Act (including, but not limited to requirements for Diversion, source reduction and Recycling as to the waste stream subject to this Agreement), or any other Applicable Law, including but not limited to, the laws governing transfer, storage or disposal of Solid Waste or Hazardous Waste, the City Manager may advise Collector in writing of such suspected default in accordance with subsection 11.1.2, specifying the default in reasonable detail (the “Notice of Default”), and including the time within which Collector is to cure the default and respond, in accordance with subsection 11.1.2. Collector may request additional time to cure the default; City shall not unreasonably deny any such request.

11.2.2 Review by City Manager: Notice of Appeal.

(a) The City Manager shall review any written response from Collector and decide the matter or refer the matter to the City Council for consideration pursuant to this Section. If the City Manager’s decision is adverse to Collector, the City Manager may order remedial actions to cure any deficiencies, or invoke any other remedy in accordance with this Agreement and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate this Agreement. The City Manager shall promptly inform Collector of the City Manager’s decision. In the event the decision is adverse to Collector, the City Manager shall inform Collector, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of this Agreement or other laws, for the City Manager’s decision and any remedial action taken or ordered. An adverse decision by the City Manager shall be final (for purposes of the City’s determination of a breach) unless Collector files a “Notice of Appeal” with the City Clerk (with copies to the City Manager and City Attorney) within seven (7) days of receipt of the notification of the adverse decision by the City Manager.

(b) In any “Notice of Appeal” to the City Council, Collector shall state all of its factual and legal contentions, citing provisions of this Agreement or other laws to support its contentions. Within twenty-one (21) days of the filing of the Notice of Appeal with the City Clerk, Collector shall deliver to the City Clerk three (3) copies of all relevant affidavits, documents, photographs and videotapes that Collector may choose to submit.

11.2.3 City Council Hearing. If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Collector, the City Clerk shall set the matter for hearing before the City Council. The City Clerk shall give Collector thirty (30) days written notice of the time and place of the hearing. At the hearing, the City Council shall consider the administrative record, including the following:

(a) A staff report by the City Manager, summarizing the proceedings to date and outlining the City Council’s options;

- (b) The City Manager's written Notice of Default;
- (c) Collector's response to the Notice of Default;
- (d) The City Manager's written notification to Collector of adverse

Decision;

- (e) Collector's Notice of Appeal to the City Clerk; and
- (f) Any evidence submitted by Collector pursuant to paragraph (b) of subsection 11.2.2.

No new legal issues may be raised, or new evidence submitted by Collector at this or at any further point in the proceedings, absent a showing of good cause. Collector's representatives and other interested persons shall be provided a reasonable opportunity to be heard.

11.2.4 City Council Determination. Based on the administrative record, the City Council shall determine by resolution, supported by written findings, whether the decision or order of the City Manager should be upheld. A tie vote of the City Council shall be regarded as upholding the decision of the City Manager. If, based upon the administrative record, the City Council determines that the performance of Collector is in breach of any provision of the Agreement or of any applicable federal, State or local statute or regulation, the City Council, in the exercise of its discretion, may order Collector to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement, including but not limited to termination. The decision or order of the City Council shall be final, and it shall be deemed that Collector has exhausted all administrative remedies and Collector's sole remedy against City is to file a petition for writ of mandate pursuant to Code of Civil Procedure Section 1094.5.

11.2.5 Continued Performance Collector. Collector's performance under this Agreement is not excused during the period of time prior to a final determination as to whether or not Collector's performance is in material breach of this Agreement, of the time set by City for Collector to discontinue a portion or all of Its services pursuant to this Agreement.

11.3 TERMINATION FOR CAUSE

11.3.1 City reserves the right to terminate this Agreement in the event that Collector fails to cure any default within the applicable cure periods, including but not limited to the following:

- (a) If Collector violates any material provision of any Applicable Law;
- (b) if Collector fails to maintain the insurance required by Section 5.2, or fails to maintain one or both of the bonds required by Sections 5.3 and 5.4, or fails to pay to City any monies due City pursuant to this Agreement. and fails to remedy such default within fifteen (15) business days after written notice thereof from City;
- (c) If there is a seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on, the operating equipment of Collector, including without limit its vehicles, maintenance or office facilities, or any part thereof of such proportion as to impair Collector's

ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and Holidays;

(d) if Collector fails to provide reasonable assurances of performance as required under Section 11.9;

(e) if Collector fails to notify City in a timely manner of any receipt of notice of violation or official communication from those regulatory agencies regulating Solid Waste, Recyclables, and Organic Waste collection, transportation, processing or disposal activities, or street sweeping activities;

(f) if Collector violates any orders or filings of any regulatory body having jurisdiction over Collector relative to this Agreement, provided that Collector may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision adverse to Collector is entered;

(g) if Collector ceases to provide collection service as required . under this Agreement over all or a substantial portion of the area within the City, for a period of two (2) days or more, for any reason within the control of Collector, including but not limited to labor disputes;

(h) if Collector fails to make any payment required under this Agreement and/or refuses to provide City with required information, reports, and/or records in a timely manner as provided for in this Agreement;

11.3.2 Notwithstanding Section 11.1, City reserves the right to terminate this Agreement. without the need to provide Collector an opportunity to cure, in the event of any of the following:

(a) if Collector practices, or attempts to practice, any fraud or deceit upon City, or practiced any fraud or deceit or made any misrepresentations in the negotiations which preceded the execution of this Agreement

(b) if Collector has received three (3) or more written Notices of Default in any twelve (12) month period, irrespective of whether or not the act or omission set forth in the notice was corrected or remedied within the time set forth in the notice, but excluding notices where, after investigation, the City Manager or City Council has determined that no default occurred.

11.4 LIQUIDATED DAMAGES

11.4.1 All time limits and acts required to be done by this Agreement are essential elements of this Agreement. Should Collector fail to perform or complete the work required to be done at the time set forth in this Agreement, it is mutually understood and agreed that the public will necessarily suffer damages and that such damages, from the nature of the default in performance will be extremely difficult and Impractical to fix. City finds, and Collector agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by City as a result of a material breach by Collector of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that:

- (a) substantial damage results to members of the public who are denied services or denied quality or reliable service;
- (b) such breaches cause inconvenience, anxiety, frustration and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity, which are incapable of measurement in precise monetary terms;
- (c) services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and
- (d) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

11.4.2 In the event that Collector fails to perform Collection Services hereunder for any reason, including termination of the contract, such that there is a complete or near complete cessation in Collection Services, the City Council may, in its discretion, assess liquidated damages not to exceed the sum of Five Thousand Dollars (\$5,000.00) per day, for each calendar day that service is not provided by Collector in accordance with this Agreement. The liquidated damages schedule set forth in Section 11.4.4 shall not apply in the event of such a complete or near complete cessation of services. An exception may be made in the event of a natural calamity, such as floods or earthquakes that are beyond the control of collector. However, in making this exception, Council will consider the impacts of Collector’s Contingency Plan, as set forth in Section 4.2.

11.4.3 The City Manager may impose the following liquidated damages upon Collector, in addition to any other available remedies City may have.

Occurrence	Amount per Occurrence
For each failure to commence service to a Subscriber account within ten (10) days after request	\$25
For each failure to collect Solid Waste, Organic Waste, or Recyclables which have been properly set out for collection, from an established Subscriber account on the scheduled collection day, if Collector has not returned within the time periods set forth in 3.19.3	\$25
For each occurrence of excessive noise (as measured by a decibel meter)	\$25
For each occurrence of verified discourteous behavior	\$25
For each failure to immediately clean up material spilled by Collector from Solid Waste, Recycling or Organic Waste	\$25

Containers. However, in verifying this occurrence, consideration will be given to documented incidences of the Subscriber having insufficient service.	
For each occurrence of collecting Solid Waste, Recyclables or Organic Waste during unauthorized hours, particularly before the normal hours. Exceptions shall be considered in the event of an unanticipated emergency or if the after hours collection is to accommodate a skipped or missed collection.	\$25
For each failure to respond to a validated Subscriber complaint within the applicable time period.	\$50
For each failure to have collection workers dressed in suitable and acceptable uniform clothing and badge or other method of identification (per employee per day).	\$25
For each failure to remedy a complaint which is found to be justified by the City Manager within two (2) business days after notification by the City Manager (per day)	\$100
For each failure to maintain any collection vehicle in accordance with the specifications in this Agreement after twenty-four (24) hours notification by the City Manager (per vehicle per day used in performance of this Agreement)	\$50
For each failure to notify the City Manager of any material condition that could lead to a breach or termination of the contract, as set forth in subsection 9.5 or this Article 11 (each day)	\$100
For each business day a report is late (any report shall be considered late until such time the City receives a materially correct and complete report)	\$25

11.4.4 Commencing January 1, 2024, and each January 1 thereafter, the amounts set forth in subsections 11.4.2 and 11.4.4 shall automatically increase by the percentage increase in the Consumer Price Index for the preceding twelve (12) month period, and rounded to the nearest whole dollar.

11.4.5 City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative, by Collector's reports, or by investigation of Subscriber or resident complaints. The actual cost of investigation by the City Manager of any failure or violation may be assessed in addition to the above schedule of liquidated damages, computed at the then current rate per hour of staff time plus any direct costs. If City equipment is used to pick up misses or respond to complaints, all direct costs plus staff time (including overhead) shall be charged to Collector.

11.4.6 City finds, and Collector acknowledges and agrees, that the above-described liquidated damages provisions represent a reasonable sum in light of all of the circumstances. These liquidated damages sums shall be applicable to each calendar day of delay during which Collector has been found by the City Manager to be in breach of this Agreement. If the City Manager assesses such liquidated damages, the City Manager shall so notify Collector in writing and send a copy of the notice to the City Finance Director. Collector shall have the right to appeal the City Manager's determination pursuant to the procedures set forth in Section 11.2 for appeal of a decision of the City Manager regarding a notice of default. Any such appeal must be made within ten (10) days after the City Manager has notified Collector of his/her determination to levy liquidated damages. The decision of the City Council shall be final and binding.

11.5 INSTITUTION OF LEGAL ACTIONS

In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement, including but not limited to injunctive relief, except that there shall be no right to terminate this Agreement except as set forth in Sections 2.4 and 11.3 of this Agreement. Both parties recognize and agree that in the event of a breach under the terms of this Agreement by Collector, City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief to enforce the provisions of this Agreement and to enjoin the breach thereof. Should City institute any action for damages, however, any such claim for damages shall be offset by the amount of liquidated damages assessed pursuant to Section 11.4 and paid to City by Collector, to the extent such liquidated damages apply to the matter for which the action was filed.

11.6 CUMULATIVE RIGHTS

City's rights to terminate this Agreement or to impose liquidated damages are in addition to any other rights of City upon a failure of Collector to perform its obligations under this Agreement.

11.7 EXTENSION OF TIME OF PERFORMANCE

Notwithstanding any other provision of this Agreement, the City Manager, in his or her sole discretion, may authorize the extension of any of the time periods set forth in this Agreement, for a period not to exceed sixty (60) days. No such extension shall be valid unless in writing and signed by the City Manager.

11.8 EXTENSION OF TIME OF PERFORMANCE DUE TO ENFORCED DELAY

11.8.1 In addition to specific provisions of the Agreement, performance by any party hereunder shall not be deemed to be in default, in the event they are prevented from so performing by reason of floods, earthquakes, tsunamis, other "Acts of God", war, civil insurrection, riots, and other similar catastrophic events that are beyond the control of and not the fault of the party claiming excuse from performance hereunder, which such party could not have avoided by exercising due diligence and care and regarding which such party shall use all reasonable efforts that are practically available to it in order to correct such condition.

11.8.2 None of the following are to be considered an excuse from performance, and Collector shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events: (a) general economic conditions, interest or inflation rates, or currency fluctuation or changes in the cost of fuel, commodities, supplies or equipment; (b) changes in the financial condition of Collector or any of its subcontractors affecting their ability to perform their obligations; (c) the consequences of errors, neglect or omissions by Collector, or any subcontractor; (d) failure of any subcontractor or supplier to furnish labor, materials, service or equipment; (e) equipment failure; (f) changes in market prices for, or the unavailability of markets for, the sale or purchase of Recyclables; (g) the availability of any disposal site or Processing facility; (h) labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by Collectors employees or directed at Collector, or a subcontractor. In the case of labor unrest or job action directed at a third party over whom Collector has no control, however, 'the inability of Collector to make collections due to the unwillingness or failure of the third party to provide reasonable assurance of the safety of Collectors employees while making collections or to make reasonable accommodations regarding Container placement and point of delivery, time of collection: or other operating circumstances to minimize any confrontation with pickets or the number of persons necessary to make collections, shall to that limited extent, excuse performance. The foregoing excuse shall be conditioned on Collector's cooperation in making collection at different times and in different locations.

11.8.3 Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of time reasonable in light of the enforced delay. The extension of time shall commence to run from the time of the commencement of the cause, so long as the party claiming the extension has notified the other party in writing of the nature of the matter constituting the enforced delay within two (2) days after such party has notice of such cause, giving the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section 11.8.

11.8.4 The partial or complete interruption or discontinuance of Collector's services caused by one or more of the events described in this Section 11.8 and constituting an excuse from performance shall not constitute default by Collector under this Agreement. Notwithstanding the foregoing, however, (i) the existence of an excuse from performance shall not affect City's rights under Section 11.6 and (ii) if Collector is excused from performing its obligations hereunder for any of the causes listed in this Section 11.8 for a period of thirty (30) days or more, other than as the result of third party labor disputes where service cannot be provided for reasons described in subsection 11.8.2, City shall nevertheless have the right, in its sole discretion, to terminate this

Agreement by giving ten (10) days notice, in which case the provisions of Section 11.11 shall apply.

11.9 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

If Collector is (i) the subject of any labor unrest including work stoppage or slowdown, sickout, picketing or other concerted job action; (ii) appears in the reasonable judgment of City to be unable to regularly pay Its bills as they become due; or (iii) is the subject of a civil or criminal investigation, charge, or judgment or order entered by a federal, state, regional or local agency for violation of a law relating to performance under this Agreement, and City Council believes in good faith that Collector's ability to perform under this Agreement has thereby been placed in substantial jeopardy, City may, at its option and in addition to all other remedies it may have, demand from Collector reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the City Council believes in good faith is reasonably necessary in the circumstances to evidence Collector's continued ability to perform under this Agreement if Collector fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be a basis for termination for cause pursuant to Section 11.3.

11.10 CITY'S RIGHT TO PERFORM UPON DEFAULT

11.10.1 City's Right to Perform. In addition to any and all other legal or equitable remedies, in the event that Collector, for any reason whatsoever, fails, refuses or is unable to perform any Collection Service at the time and in the manner provided in this Agreement, and If, as a result thereof, Solid Waste accumulates in the City to such an extent, in such a manner, or for such a time that the City Manager finds that such accumulation endangers or menaces the environment, public health, safety or welfare, then City shall have the right, but not the obligation, upon twenty-four (24) hours prior notice to Collector, to do either one or both of the following during the period of such emergency as determined by City Manager: (i) cause to be performed such services with other personnel without liability to Collector; (ii) to take possession of any or all of Collector's equipment used or useful in providing one or more of the Collection Services and to provide one or more of the Collection Services. Should City take possession of Collector's equipment pursuant to this Section 11.10, City shall exercise reasonable, ordinary care in the use of the equipment. Any action by City pursuant to this Section 11.10 shall be without payment to Collector.

11.10.2 Notice. Notice of Collector's failure, refusal or neglect to perform one or more Collection Services may be given orally by telephone to Collector at its principal office and shall be effective Immediately. Written confirmation of such oral notification shall be sent to Collector within twenty-four (24) hours of the oral notification.

11.10.3 Collector's Cooperation. Collector further agrees that in such event:

(a) It shall fully cooperate with City to affect the transfer of possession of property to City for City's use.

(b) It shall, If City so requests and to the extent feasible,. keep in good repair and condition all of such property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain the property in operational condition.

11.10.4 Not a Taking by City. City's exercise of its contractual rights under this Section 11.10: (i) does not constitute a taking of private property for which compensation must be paid; (ii) shall not create any liability on the part of City to Collector, and (iii) does not exempt Collector from the indemnity provisions of Section 5.1, which are meant to extend to circumstances arising under this Article 11, provided that Collector is not required to indemnify City against claims and damages that are solely caused by the established active negligence or willful misconduct of City Officers, employees, agents, or volunteers acting under this Section 11.10. City shall not affect a permanent taking of Collector's property pursuant to this Section 11.10.

11.10.5 Possession of Collector's Property. City's right to retain temporary possession of Collector's equipment, and to provide one or more Collection Services shall continue until Collector can demonstrate to City's satisfaction that it is ready, willing and able to resume such services. City has no obligation to maintain possession of Collector's equipment or continue Its use in performing one or more Collection Services for any period of time and may, at any time, in its sole discretion, relinquish possession to Collector.

11.11 SUBSTITUTE SERVICES

Separate from or in addition to assessing liquidated damages pursuant to subsections 11.4.2 or 11.4.3, City may also at its sole discretion promptly secure, or direct Collector to promptly secure, at Collector's sole expense, substitute services, satisfactory to City, for when Collector is in breach, upon the same terms and conditions as provided in this Agreement.

ARTICLE 12 ASSIGNMENT

12.1 ASSIGNMENT OF AGREEMENT

Collector shall not assign, sell, subcontract or otherwise delegate authority to perform any portion of this Agreement, including but not limited to a sale, exchange or other transfer of substantially all of Collector's assets dedicated to service under this Agreement to a third party, or between a subsidiary and a parent company or Related Party, without the prior written express approval of City. In the event of any assignment duly authorized by City, the assignee shall assume the liability of Collector.

12.2 TRANSFER OF STOCK OR INTEREST

No sale, gift, or transfer of stock or other interest of Collector, including but not limited to any reorganization, consolidation, merger recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Collector or any of its shareholders is a party, which would result in a change of control of Collector, shall be made without prior written approval of the City Council. Violation of this provision shall be a breach of this Agreement and grounds for termination by City without the need for compliance with the notification requirements of Section 11.1.

12.3 BANKRUPTCY

If Collector shall at any time during the Term become insolvent, or if proceedings in bankruptcy shall be instituted by or against Collector, or if Collector shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Collector shall be appointed in any suit or proceeding brought by or against Collector, or if Collector shall make an assignment for the benefit of creditors, then and in each and every such case, this Agreement shall immediately cease, terminate, and be canceled upon written notice by City and without the necessity of suit or other proceeding.

12.4 REQUIREMENTS OF COLLECTOR

12.4.1 If Collector requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. City need not consider any request by Collector for consent to an assignment unless and until Collector has met the following requirements:

- (a) Collector shall pay to City the transfer fee described in Section 12.5.
- (b) Collector shall furnish City with audited financial statements of the proposed assignee's operations for the Immediately preceding five (5) operating years.
- (c) Collector shall furnish City with satisfactory proof that the proposed assignee has the demonstrated technical capability to perform all Collection Services, including: (i) that the proposed assignee has at least 10 years of experience in the provision and management of Solid Waste and Recyclables Collection Services on a scale equal to or exceeding the scale of operations conducted by Collector under this Agreement; (ii) in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any State, federal or local agencies and the assignee has provided City with a complete list of such citations and censures; (iii) the proposed assignee has at all times conducted its operations in a environmentally safe and conscientious fashion; (iv) the proposed assignee conducts its Solid Waste and Recyclables Collection Services in accordance with sound Solid Waste and Recyclables practices, and in full compliance with all federal, State and local laws regulating the collection and disposal of Solid Waste including hazardous substances; and (v) any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

2.5 APPLICATION AND TRANSFER FEE

Any application for an assignment transfer shall be made in a manner prescribed by the City Manager. The application shall include a transfer fee in the amount of Fifty Thousand Dollars (\$50,000.00) to cover the cost of all direct and indirect administrative expenses including attorneys, necessary to adequately analyze the application and to reimburse City for all direct and indirect expenses, and the rate of \$50,000 is determined to be reasonable in amount and is not a penalty. In addition, Collector shall reimburse City for any and all additional costs related to the assignment requested and not covered by the transfer fee. Bills shall be supported with evidence of the expense or cost incurred. Collector shall pay such bills within (30) days of receipt. The transfer fees are over and above any Franchise Fees specified in this Agreement.

12.6 TRANSITION

If City consents to an assignment, Collector shall cooperate with City and the assignee to assist in an orderly transition, in accordance with Section 13.8.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 INDEPENDENT CONTRACTOR

Collector is, and shall at all times remain as to City, a wholly independent contractor. Collector shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Collector or any of Collector's employees, except as set forth in this Agreement. Collector shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of City. Collector shall be solely responsible for the acts and omissions of its Officers, employees, subcontractors and agents. Collector or its Officers, employees, subcontractors and agents shall not obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to City employees by virtue of their employment with City.

13.2 FEES AND GRATUITIES

Collector, its Officers, agents or employees are prohibited from requesting, soliciting, demanding, or accepting, either directly or indirectly, any compensation or gratuity other than as set forth in this Agreement for the collection of Solid Waste, Organic Waste and Recyclables otherwise required to be collected under this Agreement. Nor shall Collector, its Officers, agents or employees provide, directly or indirectly, any gifts or gratuities to any City Officer or employee, which would be subject to the regulations of the Fair Political Practices Commission (FPPC) of the State of California. Notwithstanding the foregoing, employees of Collector may accept gifts freely offered by Subscribers.

13.3 GOVERNING LAW

This law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Napa County. In the event of litigation in a United States District Court, exclusive venue shall lie in the Northern District of California.

13.4 ATTORNEYS' FEES

Should legal action be brought by either party to enforce any provision of this Agreement, the prevailing party in such action shall be entitled to Its actual attorneys' fees, court costs, and other litigation expenses including, without limitation, expenses incurred for preparation and discovery, expert witness fees, and expenses relating to appeals, if any. The entitlement to recover such fees, costs and expenses shall accrue upon the commencement of the action regardless of whether the action is prosecuted to final Judgment.

13.5 SUBCONTRACTING

Collector shall not engage any subcontractors for collection of Solid Waste, Recyclables, or Organic Waste without the prior written consent of the City Manager.

13.6 AGREEMENT AS COLLATERAL

Collector may use this Agreement as collateral to secure any loan only if proceeds of the loan are used exclusively for the provision of services under this Agreement and only upon prior written consent of the City Manager. Collector shall not create an encumbrance or lien against this Agreement without the prior written consent of the City Manager.

13.7 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the parties.

13.8 TRANSITION TO THE NEXT COLLECTOR

One (1) year prior to the conclusion of the Term, and in order to assist with the competitive procurement process, Collector shall provide City with such information as may reasonably be requested, including, but not limited to, route maps, account names and phone numbers, and level of service provided. Failure to provide full cooperation may at City's sole discretion preclude Collector from participating in any competitive procurement process.

13.9 PARTIES IN INTEREST

Nothing in this Agreement, whether express or Implied, is intended to confer any rights on any persons other than the parties to it and their representatives, successors and permitted assigns.

13.10 WAIVER

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any monies that become due hereunder shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other party of any provision of this Agreement.

13.11 CONDEMNATION

In addition to Its rights under Section 11.10, City fully reserves the rights to acquire Collector's property utilized in the performance of this Agreement, by purchase or through the exercise of its power of eminent domain, subject to all defenses regarding value.

13.12 INTERPRETATION

. 13.2.1 This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting. Each of the parties has received the advice of legal counsel prior to signing this Agreement. Each party acknowledges no other party or agent or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce another party to execute this Agreement. The parties agree no provision or provisions may

be subject to any rules of construction based upon any party being considered the party “drafting” this Agreement.

13.2.2 When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter and vice versa. Whenever a reference is made herein to a particular Article of this Agreement, it means and includes all Sections, subsections and subparts thereof, and, whenever a reference is made herein to a particular Section or subsection, It shall include all subsections and subparts thereof.

13.13 CAPTIONS

The captions in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

13.14 REFERENCES TO LAWS

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

13.15 REFERENCE TO DAYS

All references to days herein are to calendar days, including Saturdays, Sundays and Holidays, except as otherwise specifically provided. Unless otherwise required by a specific provision of this Agreement, time hereunder is to be computed by excluding the first day and including the last day.

13.16 TIME IS ESSENCE

Time is of the essence of this Agreement.

13.17 SEVERABILITY

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement that shall be enforced as if such invalid or unenforceable provision had not been contained herein. Notwithstanding the foregoing, however, the provisions of Section 3.15 regarding the Designated Disposal Site, Designated Recycling Facilities, and the Designated Organic Waste Processing Facility shall not be deemed to be severable from the other provisions hereof. In the event such provisions are held in any legal proceeding which is binding upon City to be null, void, in excess of City powers or otherwise invalid or unenforceable, and Collector as a result thereof utilizes a Disposal Site, Recycling Facility, or Organic Waste Facility other than the ones designated in Section 3.15, this entire Agreement may at City’s sole discretion terminate without any liability of City to Collector.

13.18 AMENDMENT

This Agreement may not be modified or amended in any respect except by a writing signed by the parties.

13.19 EXHIBITS

Each of the Exhibits Identified is attached hereto and incorporated herein and made a part hereof by this reference.

13.20 ENTIRE AGREEMENT

This Agreement represents the full and entire Agreement between the parties regarding the matters covered herein.

13.21 COUNTERPARTS

This Agreement may be executed in counterparts each of which shall be considered an original.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amended and Restated Agreement for Solid Waste and Recyclables Collection, Processing, and Disposal Services as of the date first written above.

CITY OF AMERICAN CANYON

RECOLOGY AMERICAN CANYON

By: _____
Jason B. Holley
City Manager

By: _____
Salvatore M. Coniglio
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
William D. Ross
City Attorney

EXHIBIT A

LIST OF ACCEPTABLE RECYCLABLES

Newspaper
Corrugated cardboard
Aluminum, steel, and bi-metal containers
Junk mail
Envelopes
Magazines
White and colored office paper
Computer paper
Chip board/gray board
All #1 PETE containers
All #2 HOPE containers
Paper bags, phone books, non-carbon forms
Aluminum foils and pans
Clear, brown and green glass
Water, juice, beer and soda bottles
Used motor oil

Exhibit B

**SCHEDULE OF APROVED RATES
EFFECTIVE JANUARY 1, 2024**

All rates include American Canyon Business License Fee, City Franchise Fee, and any other taxes, fees or charges.

I. STANDARD RESIDENTIAL CONTAINER SERVICE

A. Solid Waste

		Rate per Month		
		Current	Adjustment	Effective
		1/1/23	3.41%	1/1/24
32 - Gallon Cart	1 x Weekly	\$31.49	\$1.07	\$32.56
64 - Gallon Cart	1 x Weekly	\$47.87	\$1.63	\$49.50
96 - Gallon Cart	1 x Weekly	\$69.54	\$2.37	\$71.91
LifeLine				
32 - Gallon Cart	1 x Weekly	\$26.77	\$0.91	\$27.68
64 - Gallon Cart	1 x Weekly	\$40.69	\$1.39	\$42.08
96 - Gallon Cart	1 x Weekly	\$59.11	\$2.02	\$61.12

B. Recycling and Green Waste

Residential Premises cart service includes once weekly curbside Recyclables collection in a 96-gallon cart and once weekly Green Waste collection in a 96-gallon cart. During the weekly pick-up, there shall be no limit as to the number of Recycling and Green Waste carts the Collector must pick up from the Subscriber.

Additional Recycling carts No charge

Additional Green Waste carts No charge

There shall be no charge for weekly curbside oil recycling.

C. Bulky Goods Drop Offs

1. Drop Off

The Contractor will send out dump coupons every year, in June and December. In addition, at no charge, once a year, Subscribers may drop off a refrigerator (with no size limitation), or other appliance containing Freon.

2. On-Call Curbside Pickup

In addition to the freedump coupons, once a year Subscribers may call to request curbside pickup of bulky items not to exceed 2 cubic yards, at no charge. In addition, Subscribers may call to request curbside pickup of one refrigerator or other appliance container Freon, at no charge.

D. Residential Premises Lifeline Rate

15% discount to Residential Premises enrolled in the California Alternative Rates for Energy (CARE) program offered by the electrical utility providing services to City residents (currently Pacific Gas and Electric).

To be eligible for the discount a household must provide to Collector:

- a recent utility bill evidencing the household's enrollment in the CARE program, and
- a signed application form

Discount applies for a one year term. To extend the term of the discount, a household must verify its continued eligibility by submitting updated documentation. Households granted the discount are required to notify the Collector promptly if they are no longer enrolled in the CARE program.

E. Wheel-Out Service

As explained in Section 3.5 of this Agreement, there shall be no charge for wheel-out service for "eligible residents."

II. Commercial/Industrial Premises Solid Waste Collection Service

A. Cart Pickup

(Commercial/Industrial includes Multi-Family Residential and Mobile Home Parks)

Service Type	Frequency	Rate per Month		
		Current 1/1/23	Adjustment 3.41%	Effective 1/1/24
32 - Gallon Cart	1 x Weekly	\$31.42	\$1.07	\$32.49
	2 x Weekly	\$62.80	\$2.14	\$64.94
	3 x Weekly	\$94.20	\$3.21	\$97.41
	4 x Weekly	\$125.59	\$4.28	\$129.87
	5 x Weekly	\$156.94	\$5.35	\$162.29
	6 x Weekly	\$201.83	\$6.88	\$208.71
64 - Gallon Cart	1 x Weekly	\$56.04	\$1.91	\$57.95
	2 x Weekly	\$112.14	\$3.82	\$115.96
	3 x Weekly	\$168.17	\$5.73	\$173.90
	4 x Weekly	\$224.30	\$7.65	\$231.95
	5 x Weekly	\$280.34	\$9.56	\$289.90
	6 x Weekly	\$336.41	\$11.47	\$347.88
96 - Gallon Cart	1 x Weekly	\$76.24	\$2.60	\$78.84
	2 x Weekly	\$152.49	\$5.20	\$157.69
	3 x Weekly	\$228.74	\$7.80	\$236.54
	4 x Weekly	\$313.99	\$10.71	\$324.70
	5 x Weekly	\$381.23	\$13.00	\$394.23
	6 x Weekly	\$448.54	\$15.30	\$463.84

Commercial/Industrial Carry-out Service:

Charge is per month, per container, per weekly pickup.

	\$17.47	\$0.60	\$18.07
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There is no additional charge for providing or picking up an unlimited number of Recycling and/or Green Waste Containers. There is no limitation as to the type or size of container that may be utilized, so long as the container is provided by Collector.

B. Bin Service for Solid Waste

Service Type	Frequency	Rate per Month		
		Current 1/1/23	Adjustment 3.41%	Effective 1/1/24
2 c.y. Bin	1 x Weekly	\$493.38	\$16.82	\$510.20
	2 x Weekly	\$941.92	\$32.12	\$974.04
	3 x Weekly	\$1,390.43	\$47.41	\$1,437.84
	4 x Weekly	\$1,838.95	\$62.71	\$1,901.66
	5 x Weekly	\$2,287.53	\$78.00	\$2,365.53
	6 x Weekly	\$2,803.30	\$95.59	\$2,898.89
3 c.y. Bin	1 x Weekly	\$571.87	\$19.50	\$591.37
	2 x Weekly	\$1,076.48	\$36.71	\$1,113.19
	3 x Weekly	\$1,603.51	\$54.68	\$1,658.19
	4 x Weekly	\$2,130.50	\$72.65	\$2,203.15
	5 x Weekly	\$2,691.21	\$91.77	\$2,782.98
	6 x Weekly	\$3,251.84	\$110.89	\$3,362.73
4 c.y. Bin	1 x Weekly	\$627.95	\$21.41	\$649.36
	2 x Weekly	\$1,188.59	\$40.53	\$1,229.12
	3 x Weekly	\$1,704.40	\$58.12	\$1,762.52
	4 x Weekly	\$2,242.69	\$76.48	\$2,319.17
	5 x Weekly	\$2,803.30	\$95.59	\$2,898.89
	6 x Weekly	\$3,363.98	\$114.71	\$3,478.69
6 c.y. Bin	1 x Weekly	\$717.65	\$24.47	\$742.12
	2 x Weekly	\$1,401.69	\$47.80	\$1,449.49
	3 x Weekly	\$2,074.40	\$70.74	\$2,145.14
	4 x Weekly	\$2,747.27	\$93.68	\$2,840.95
	5 x Weekly	\$3,420.06	\$116.62	\$3,536.68
	6 x Weekly	\$4,036.76	\$137.65	\$4,174.41

Bin and Cart rental is included in the commercial rates.

C. Compactor Service*

Service Type	Frequency	Rate per Pull		
		Current 1/1/23	Effective 3.41%	Effective 1/1/24
10 c.y.	Per Pull	\$728.89	\$24.86	\$753.75
15 c.y.	Per Pull	\$728.89	\$24.86	\$753.75
20 c.y.	Per Pull	\$728.89	\$24.86	\$753.75
30 c.y.	Per Pull	\$728.89	\$24.86	\$753.75
40 c.y.	Per Pull	\$728.89	\$24.86	\$753.75

* Compactor rates do not include leasing, maintenance, or tonnage in excess of 5 tons.

D. Industrial Debris Box and Bin Service per Pull**

Service Type	Maximum Weight (In Pounds)	Rate per Pull		
		Current 1/1/23	Effective 3.41%	Effective 1/1/24
2 c.y. Bin	500	\$168.17	\$5.73	\$173.90
3 c.y. Bin	750	\$224.30	\$7.65	\$231.95
4 c.y. Bin	1000	\$280.34	\$9.56	\$289.90
6 c.y. Bin	1500	\$392.46	\$13.38	\$405.84

Service Type	Maximum Weight (In Tons)	Rate per Pull		
		Current 1/1/23	Effective 3.41%	Effective 1/1/24
10 c.y. box	2	\$504.62	\$17.21	\$521.83
15 c.y. box	3	\$560.66	\$19.12	\$579.78
20 c.y. box	4	\$661.53	\$22.56	\$684.09
25 c.y. box	5	\$728.89	\$24.86	\$753.75
30 c.y. box	6	\$841.02	\$28.68	\$869.70
40 c.y. box	8	\$897.03	\$30.59	\$927.62

Recycling Drop Box		\$224.30	\$7.65	\$231.95
Excess tonnage charge	Per ton	\$134.56	\$4.59	\$139.15

E. Organic Cart Pickup

(Commercial/Industrial and Mobile Home Parks)

Service Type	Frequency	Rate per Month		
		Current 1/1/23	Adjustment 3.41%	Effective 1/1/24
32 - Gallon Cart	1 x Weekly	\$25.13	\$0.86	\$25.99
	2 x Weekly	\$50.24	\$1.71	\$51.95
	3 x Weekly	\$75.36	\$2.57	\$77.93
	4 x Weekly	\$100.47	\$3.43	\$103.90
	5 x Weekly	\$125.55	\$4.28	\$129.83
	6 x Weekly	\$161.46	\$5.51	\$166.97
64 - Gallon Cart	1 x Weekly	\$44.83	\$1.53	\$46.36
	2 x Weekly	\$89.71	\$3.06	\$92.77
	3 x Weekly	\$134.54	\$4.59	\$139.13
	4 x Weekly	\$179.44	\$6.12	\$185.56
	5 x Weekly	\$224.26	\$7.65	\$231.91
	6 x Weekly	\$269.13	\$9.18	\$278.31
96 - Gallon Cart	1 x Weekly	\$60.99	\$2.08	\$63.07
	2 x Weekly	\$121.99	\$4.16	\$126.15
	3 x Weekly	\$182.99	\$6.24	\$189.23
	4 x Weekly	\$251.19	\$8.57	\$259.76
	5 x Weekly	\$304.98	\$10.40	\$315.38
	6 x Weekly	\$358.83	\$12.24	\$371.07

** Rates include dropping off box or bin at customer location, retrieving box or bin when requested, hauling waste to the Designated Disposal Facility. An additional charge will apply for disposal in excess of the tonnage shown.

III. SPECIAL CHARGES

Special Service		Current 1/1/23	Service Charge Effective 3.41%	Effective 1/1/24
On-call bulky waste pick-up in excess of one free service per year	Per cubic yard per event	\$22.42	\$0.76	\$23.18
	Freon removal charge per unit	\$44.87	\$1.53	\$46.40
On-call extra solid waste collection for residential premises	32 - Gallon Cart	\$11.19	\$0.38	\$11.57
	64 - Gallon Cart	\$22.42	\$0.76	\$23.18
	96 - Gallon Cart	\$33.68	\$1.15	\$34.83
Cart exchange (for requests in addition to 1 annual free exchange; includes delivery fee)	Per event	\$44.87	\$1.53	\$46.40
Call back for collection as a result of set-out after collection time	Per event	\$11.19	\$0.38	\$11.57
Cart replacement as a result of loss or damage through willful or intentional misuse or abuse	Per event	\$112.14	\$3.82	\$115.96
Extra Commercial Pickup:				
32 - gallon can or cart	Per event	\$11.19	\$0.38	\$11.57
64 - gallon cart	Per event	\$22.42	\$0.76	\$23.18
96 - gallon cart	Per event	\$33.68	\$1.15	\$34.83
2 c.y. bin	Per event	\$112.14	\$3.82	\$115.96
3 c.y. bin	Per event	\$145.78	\$4.97	\$150.75
4 c.y. bin	Per event	\$168.17	\$5.73	\$173.90
6 c.y. bin	Per event	\$213.05	\$7.27	\$220.32

Late Payment Charge 1.5% per month on the unpaid balance, after
account is 30 days past due

Other special charges not identified herein are subject to review and approval by the City
Manager prior to imposition.

Prohibited Charges

Collector shall not charge a fee, or receive additional compensation, for any of the events
or services listed in Section 7.1.3 of this Agreement

Other Adjustments

All rates set forth above are subject to adjustment pursuant to applicable provisions of this
Agreement.

EXHIBIT C

PERFORMANCE STANDARDS

1. Company Standards
2. Personnel
3. Collection Requirements
4. Collection Schedule
5. Collection Containers
6. Collection Vehicles
7. Vehicle Operation
8. Collection Routes
9. Litter Abatement
10. Corporation Yard, Recyclables and Organic Waste Processing and Marketing

1. Company Standards

A. Services are to be completed in a thorough and professional manner that constitutes litter-free, reliable, timely, courteous and high-quality service.

B. Collector shall at all times perform its duties using best industry practice for comparable operations.

C. Personnel shall conduct themselves in a courteous, work person like manner.

D. Color and appearance of collection vehicles, containers, employee uniforms, and public education materials provided by Collector shall be designed to provide a standard representation of the company. If subcontractors are included, a distinct but uniform appearance of the subcontractor equipment, vehicles, and personnel is allowed.

2. Personnel

A. General

Collector shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as maybe necessary to provide the Collection Services required by this Agreement in a safe and efficient manner.

All Collector employees must be able to read, write and speak English with sufficient proficiency to enable them to successfully meet and adhere to all of the terms of this Agreement.

B. Employee Appearance and Conduct

All employees, while engaged in Collection Services within the City, shall be attired in suitable and clean uniform shirts that are subject to approval by City. Collector shall use Its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Collector shall regularly train Its employees in Subscriber courtesy, shall prohibit the use of loud

or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Collector shall take all appropriate corrective measures.

C. Name Badge

Collector shall require its drivers, and all other employees who come into contact with the public, to wear a clean uniform shirt with a name badge or other means of identifying the employee, as approved by the City Manager.

D. Driver Qualifications

All drivers shall be trained and qualified in the operation of collection vehicles and must have in effect a valid license, of the appropriate class with appropriate endorsements, issued by the California Department of Motor Vehicles. All collection vehicle drivers shall also complete an in-house training program provided by Collector which includes education on the use of all vehicles in the collection fleet, collection programs, and route information as well as Subscriber service practices and safety information.

E. Safety Training

Collector shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection or who are otherwise directly involved in such services. Collector shall train its employees involved in collection to identify, and not to collect, Hazardous Waste or infectious waste.

F. No Gratuities

Collector shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the Collection Services under this Agreement.

G. No Discrimination

Collector shall not discriminate during the performance of this Agreement against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, disability, marital status, or sexual orientation. Collector understands and agrees that if it violates this no discrimination provision, City may terminate this Agreement, and Collector shall further be barred from performing any services for City, unless a showing is made satisfactorily to City that discriminatory practices have been terminated and that reoccurrence of such action is unlikely.

H. Provision of Field Supervision

Collector shall designate one qualified employee as supervisor of field operations. The field supervisor shall devote whatever time is necessary, but not less than fifty percent (50%) of his/her time, in the field checking on collection operations, including timely response to complaints.

I. City Manager Directions

All orders, directions and instructions of the City Manager to Collector, not inconsistent with the terms of this Agreement, shall be promptly complied with by Collector.

3. Collection Requirements

A. Care of Private Property

Reasonable care shall be used by Collectors employees in handling all collection containers and enclosures, and all damage caused thereto by the negligence or carelessness of Collectors employees shall be promptly adjusted with the owner thereof. All collection containers after emptying thereof by Collectors employees shall be returned to within five (5) feet of the location from which the same were picked up by Collector's employees, upright with lids properly secured, and Collector's employees shall use all reasonable means to ensure same are not deposited in a manner that blocks any driveway, sidewalk, or street. Collector shall ensure that its employees close all gates opened by them in making collections, unless otherwise directed by the Subscriber, and avoid crossing landscaped areas and climbing or jumping over hedges and fences. City shall refer complaints about damage to private property to Collector. Collector shall repair all damage to private property caused by its employees.

B. Noise

All collection operations shall be conducted as quietly as possible and shall conform to applicable federal, State, county and City noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed 60 decibels with the exceptions of 65 decibels for a 1-minute duration. City may conduct random checks of noise emission levels to ensure such compliance. Collector shall promptly resolve any complaints of noise to the satisfaction of the City Manager.

C. Record of Noncollection

When any materials deposited for collection are not collected, by Collector, Collector shall provide notice to the Subscriber, at Collector's cost. The notice shall provide Collector's phone number and indicate the reasons for Collector's refusal to collect the materials placed in the collection containers giving reference to the Section of the appropriate City ordinance or to the Section of this Agreement which has been violated, and which gives grounds for Collector's refusal. This information shall either be in writing via a tag at least 2 inches x 6 inches in size, or by means of a check system. Collector shall maintain, at Collectors place of business, a logbook listing all occurrences of noncollection. The logbook shall contain the names and date and manner of disposition of each case. Such log shall be kept so that it may conveniently be inspected by representatives of City upon request.

D. Load Checking

Collector is responsible for tagging all containers with visible contamination prior to collection for Hazardous Waste or other unacceptable materials. Collector is responsible for controlling contamination levels of the Recyclables and Organic Waste through public education efforts,

random inspection of setouts, and tagging of Improper setouts at a level that minimizes contamination in the manner required by this Agreement.

4. Collection Schedule

A. If the day of collection on any given route falls on a Holiday, Collector shall provide collection service for such route on the next workday following such Holiday. In the event the holiday schedule of the Designated Disposal Facility, Designated Recycling Facilities, or Designated Organic Waste Processing Facility are different than the Holidays stated herein, the holiday schedule will be adjusted upon prior written notice to the City Manager.

B. Collection Services shall not start before 6:00 a.m. or continue after 6:00 p.m., six days per week excluding Sunday. Collector shall not provide Collection Services on Sundays.

C. Collector shall provide one curbside pickup per week for Residential Premises from the curbside (with the exception of wheel-out service for qualifying disabled individuals).

D. Collector shall provide at least once weekly pickup for Commercial/Industrial Premises Subscribers from a location designated by the property owner.

E. Recyclables and Organic Waste shall be collected from Residential Premises on the same day as Solid Waste.

F. For the first regularly scheduled collection after Christmas Day, Collector shall collect and dispose of the material in the Organic Waste Container as Solid Waste if the Subscriber uses the Organic Waste Container for Solid Waste disposal.

5. Collection Containers

A. Collector shall provide Containers for storage of materials that shall be designed and constructed to be watertight and prevent the leakage of liquids. All Containers with a capacity of 2 cubic yards or more shall meet all applicable federal regulations on Solid Waste Container safety. All Containers provided by Collector shall be constructed of rigid, durable materials with a minimum five (5) year life expectancy warranted by the manufacturer.

B. The Containers shall be clearly labeled to indicate their designation for collection of Solid Waste, Organic Waste or Recyclables and shall list the types of materials to be stored in the container for collection.

C. Collector shall be responsible for distributing all Containers to Subscribers in accordance with the provisions of this Agreement.

D. Collector shall repair, clean, paint, and replace Containers as needed to maintain a clean, attractive, functional, new-like condition. All graffiti shall be removed immediately.

6. Collection Vehicles

A. General: Collector shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. Collector's fleet of vehicles shall comply with the City Code and applicable provisions of

the California Vehicle Code. The City Manager has the right to inspect Collector's fleet of vehicles, not more often than annually, to ascertain whether they remain in full compliance with the City Code and applicable provisions of the California Vehicle Code. Collector shall immediately remove from service any vehicle that, in the reasonable discretion of the City Manager, is not in full compliance with applicable provisions of the California Vehicle Code.

Vehicles collecting Solid Waste, Organic Waste, and Recyclables in Carts shall be automated with the exception of wheel-out service, Collector's employees are not required to leave the vehicle to collect Cart contents. Collector agrees to maintain each piece of equipment used by it in the performance of this Agreement in good order and repair. Collector shall have available on service days sufficient backup vehicles and qualified operators to respond to complaints and emergencies. Collector may use semi-automatic vehicles as maybe necessary to provide services (other than the routine collection of Standard Residential Containers) pursuant to this Agreement.

B. Vehicle Identification

Collector's name, phone number, and vehicle identification number must be visibly displayed on both sides of all vehicles in letters and figures consistent with the requirements of Section 27901 of the California Vehicle Code.

C. Cleaning and Maintenance

i. General Collector shall maintain all of its properties, facilities, and equipment used in providing service under this Agreement in a safe, neat, clean and operable condition at all times, and well and uniformly painted, to the satisfaction of the City Manager. Vehicles shall be maintained in such a manner that no leakage of fluids from the collected materials occurs.

ii. Cleaning Vehicles used in the collection shall be thoroughly washed at a minimum of once per week, and thoroughly steam cleaned on a regular basis so as to present a clean appearance and minimize odors. All vehicles shall be painted on a regular schedule to maintain a clean, professional, new-like appearance, although the City Manager may require the painting of any vehicle that does not present a satisfactory appearance at any time. The vehicles shall be painted in a uniform, manner; although Solid Waste, Recycling, and Organic Waste vehicles may have different painting schemes. All graffiti shall be removed immediately. City may inspect vehicles at any time to determine compliance with sanitation requirements. Collector shall make vehicles available to the County Health Department for inspection at any frequency It requests.

iii. Maintenance Collector shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly. Collector shall also perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Collector shall keep accurate records of all vehicle maintenance, recorded according to date and mileage, and shall make such records available to City upon request.

iv. Repairs Collector shall repair, or arrange for the repair of, all of its vehicles and equipment, including dents, leaks, and other body damage, for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a neat, safe and operable

condition. If an item of repair is covered by a warranty, Collector shall obtain warranty performance. Collector shall maintain accurate records of repair, which shall include date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.

D. Inventory

Collector warrants that it shall provide an adequate number of vehicles and equipment for the collection, disposal, and transportation services for which it is responsible under this Agreement. Collector shall furnish City a written inventory of all vehicles, including collection vehicles, used in providing service, and shall update the inventory annually. The inventory shall list all vehicles by manufacturer, ID number, date of acquisition, type, capacity and decibel rating.

E. Storage

Collector shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with City's applicable zoning regulations.

7. Vehicle Operation

A. All vehicles must be registered with the Department of Motor Vehicles of the State of California and inspected by the California Highway Patrol at the frequency required by the State. Vehicles shall be operated in compliance with the California Vehicle Code and all applicable safety and local ordinances.

B. Collector shall not load collection vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles.

C. Collector shall use all reasonable means to minimize the backing up of collection vehicles.

8. Collection Routes

A. Collection routes shall be established and maintained in such a manner as to provide uniform and efficient Collection Services.

B. Collector shall submit route plans to the City Manager for informational purposes one year prior to the end of this Agreement, at the end of this Agreement and, at end of the contract term and whenever there is a significant routing change. The route plans shall include, but not be limited to, the following information:

- i. the course each vehicle follows;
- ii. the properties served;
- iii. approximate starting and ending time for each route; and
- iv. the day of week the route will be served.

C. Materials collected shall not be mixed in Collector's collection equipment with any materials collected from another municipality, unless Collector accurately accounts for such mixed

loads in its reporting to City and the Designated Organic Waste Processing Facility, Recycling Facility, and Disposal Site, and any applicable reports prepared by Collector.

9. Litter Abatement

A. Minimization of Spills

Collector shall use due care to prevent materials placed in the collection containers from being spilled or scattered during the collection or transportation process. If any material is spilled during collection, Collector shall promptly clean up all spilled materials. Each collection vehicle shall carry a broom and a shovel at all times for this purpose. Collector shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure or accidental damage to a vehicle.

B. Cleanup

During the collection transportation process, Collector shall clean up litter in the immediate vicinity of any storage area (including the areas where collection bins are delivered for collection) of any materials that escape from the collection vehicle or collection containers as a result of Collector's service. In the event that litter not caused by Collector's service is in the vicinity of the storage area, Collector is required to clean up this litter whether or not Collector has caused the litter on a one-time basis and shall discuss the spillage directly with the Subscriber responsible and shall report such instances to City. Collector shall work with the Subscriber to resolve the spillage problem. City will attempt to rectify such situations with the Subscriber If Collector has already attempted to do so without success.

C. Covering of Loads

All materials shall be contained or covered during transportation to the disposal or processing site. No material shall be transported to the disposal site or processing facility in vehicle hoppers.

D. Oil or Other Vehicle Fluid Spills

Collector is responsible for cleaning up all oil or vehicle fluid spills immediately and must notify City within 24 hours of each such spill. All vehicles must carry an acceptable absorbent material to use in the event of spills. Repair for damages caused by oil or other vehicle spills shall be at Collector's expense. Collector will follow the spill procedures below:

- Driver will determine cause and source of spill.
- Each driver or shop employee is responsible for having enough absorbent in their vehicle to contain or prevent any hydraulic fluid or oil from entering a storm drain or sewer and to clean up small spills as they occur.
- Driver will contain or stop the leak and clean it up without endangering self.
- Driver will immediately notify dispatch or supervisor.
- Driver will not leave the spill until either a supervisor or spill response personnel arrive at the scene.

- Driver will keep all people, cars, or other vehicles from walking or driving through the spill.
- Driver or spill response personnel will take whatever action possible to prevent the spill from entering any storm drain, grates, or other entry points.

10. Corporation Yard, Recyclables and Organic Waste Processing and Marketing

A. General Operations and Maintenance Standards

Collector covenants to comply with Collector's performance obligations throughout the Term and to perform Collector's performance obligations with respect to corporation yard and Recyclables and Organic Waste Processing and marketing services in accordance with accepted practice for comparable facilities, sound management and operations practice, the facility's operation and maintenance manual, plans and specifications, permits, Applicable Law (including OSHA standards), provisions hereof, and covenants, conditions and restrictions pertaining to the site.

Collector shall be responsible for maintaining and renewing all necessary permits, licenses, and clearances necessary to provide the transportation and Processing of Recyclables and Organic Waste and corporation yard operation. Collector shall maintain and renew permits, however, Collector shall not be responsible for any delays in maintaining or renewing, or failure to maintain or renew the permits if Collector has exercised due diligence in maintaining and/or renewing the permits, and such failure is caused by any action or inaction of the issuing or renewing authority.

B. Maintenance and Repair

Collector shall maintain the facilities and sites in good working order and repair, including maintaining spare parts inventory and performing periodic maintenance in with the operations and maintenance manual, manufacturers recommendations, accepted practice for comparable facilities, and sound management and operations practice. Collector shall maintain the aesthetic appearance of the facilities and sites in a clean and neat manner in accordance with the plans and specifications, with due regard for reasonable control of odors, dust, and noise.

C. Safety

Collector shall conduct facility operations in a safe manner, in accordance with Applicable Law, requirements of insurance carried, and standard industry practices in the waste management and materials recovery industry.

D. Right to Enter and Inspect Facility

City and its designated representative shall have the right, but not the obligation to enter, observe, and inspect. the corporation yard and Recyclables and Organic Waste Processing facilities during regular business hours, meet with the facilities' managers or their representative at any time, and meet with other employees upon request, which request shall not be unreasonably denied. Upon City request, Collector shall make personnel available to accompany City employees on inspections. Collector shall ensure that its employees cooperate with City and respond to City's

reasonable inquiries. Collector shall make operational and business records other than financial records available to City during receiving hours upon City request.

E. Tours of Facilities

Upon 24 hours request of City, Collector shall provide tours of the facilities. Such tours shall not unreasonably disrupt facility operation. City shall not be charged for labor, overhead, overtime, or any other costs associated with such tours. As part of such tours, Collector shall distribute an educational brochure, printed on recycled paper, on conservation, Recycling, and general Solid Waste management programs.

F. Personnel

Collector shall engage and train qualified and competent employees, including managerial, supervisory, clerical, maintenance, and operating personnel, in numbers necessary and sufficient for facility operations and to perform Collector's obligation under this Agreement. Collector shall train such staff to perform their work in a safe and efficient manner in accordance with the health and safety plan in the facility's operations and maintenance manual.

G. Recovery Standards

Collector shall use reasonable business efforts to maximize the recovery of delivered materials in a manner acceptable to receive Diversion credit under the Act.

H. Finished Product Standard

The processed Recyclables and Organic Waste shall maintain physical and chemical specifications such as to: (a) achieve the results required under the applicable marketing plan; and (b) comply with Applicable Law.

I. Transportation of Residue

Collector shall transport and deliver all Residues to the designated Disposal Facility within forty-eight 48 hours after its delivery to the facility and in no event longer than required by Applicable Law. Collector shall select routes from the facility to the Designated Disposal Facility that minimize inconvenience and disturbance to the public and comply with permits and Applicable Law. Collector shall enclose or cover all vehicles transferring Residue from the facility to prevent spillage.

EXHIBIT D

LIST OF CITY FACILITIES ELIGIBLE FOR COLLECTION SERVICES AT NO COST TO THE CITY

Site Address	Customer Name	Type	Units	Times	Size	Unit of Measure
100 BENTON WY	AMERICAN CANYON COMM CENTER	Garbage	1	1	6	Yards
100 BENTON WY	AMERICAN CANYON COMM CENTER	Recycle	2	1	96	Gallons
100 BENTON WY	AMERICAN CANYON COMM CENTER	Organics	1	1	64	Gallons
4381 BROADWAY	CITY HALL	Garbage	1	1	2	Yards
4381 BROADWAY	CITY HALL	Organics	1	1	64	Gallons
4381 BROADWAY	CITY HALL	Recycle	1	1	2	Yards
4381 BROADWAY	CITY HALL	Recycle	5	1	96	Gallons
300 CRAWFORD WY	LIBRARY	Organics	2	1	96	Gallons
300 CRAWFORD WY	LIBRARY	Recycle	2	1	96	Gallons
300 CRAWFORD WY	LIBRARY	Garbage	1	1	96	Gallons
911 DONALDSON WY EAST	AMERICAN CANYON FIRE & POLICE	Recycle	1	1	2	Yards
911 DONALDSON WY EAST	AMERICAN CANYON FIRE & POLICE	Garbage	1	2	3	Yards
911 DONALDSON WY EAST	AMERICAN CANYON FIRE & POLICE	Recycle	3	1	96	Gallons
911 DONALDSON WY EAST	AMERICAN CANYON FIRE & POLICE	Organics	4	1	64	Gallons
ELLIOTT DR	COMMUNITY GARDEN	Organics	1	1	5	Yards
ELLIOTT DR	COMMUNITY GARDEN	Recycle	1	1	5	Yards
2185 ELLIOTT DR	SENIOR CENTER	Garbage	4	1	96	Gallons
2185 ELLIOTT DR	SENIOR CENTER	Recycle	2	1	96	Gallons
2185 ELLIOTT DR	SENIOR CENTER	Organics	1	1	96	Gallons
EUCALYPTUS/WETLAND S EDGE	4 H CLUB	Garbage	1	1	96	Gallons
EUCALYPTUS/WETLAND S EDGE	4 H CLUB	Recycle	1	1	96	Gallons
225 JAMES RD	AMERICAN CANYON FIRE DEPT	Garbage	1	1	96	Gallons
225 JAMES RD	AMERICAN CANYON FIRE DEPT	Recycle	1	1	2	Yards
225 JAMES RD	AMERICAN CANYON FIRE DEPT	Garbage	1	1	3	Yards
225 JAMES RD	AMERICAN CANYON FIRE DEPT	Organics	1	1	64	Gallons
225 JAMES RD	AMERICAN CANYON FIRE DEPT	Recycle	1	1	96	Gallons
250 KIRKLAND RANCH RD	WATER TREATMENT	Recycle	1	1	4	Yards
250 KIRKLAND RANCH RD	WATER TREATMENT	SOLIDS	1	1	15	YARDS
15 MELVIN RD	MOSQUITO ABATEMENT	Garbage	1	1	96	Gallons

15 MELVIN RD	MOSQUITO ABATEMENT	Recycle	1	1	96	Gallons
15 MELVIN RD	MOSQUITO ABATEMENT	Organics	1	1	96	Gallons
151 MEZZETTA CT	WASTEWATER	Organics	1	1	64	Gallons
151 MEZZETTA CT	WASTEWATER	Recycle	2	1	96	Gallons
151 MEZZETTA CT	WASTEWATER	Recycle	1	1	2	Yards
151 MEZZETTA CT	WASTEWATER	Garbage	4	1	3	Yards
151 MEZZETTA CT	WASTEWATER	Grit	1	2	15	Yards
151 MEZZETTA CT	WASTEWATER	Trash	1	1	25	Yards
300 NAPA JUNCTION RD	COMMUNITY CENTER	Recycle	2	1	96	Gallons
300 NAPA JUNCTION RD	COMMUNITY CENTER	Garbage	1	1	6	Yards
300 NAPA JUNCTION RD	COMMUNITY CENTER	Organics	1	1	64	Gallons
205 WETLANDS EDGE RD	PUBLIC WORKS	Garbage	4	1	96	Gallons
205 WETLANDS EDGE RD	PUBLIC WORKS	Garbage	2	2	6	Yards
205 WETLANDS EDGE RD	PUBLIC WORKS	Recycle	1	1	2	Yards
205 WETLANDS EDGE RD	PUBLIC WORKS	Garbage	3	1	96	Gallons
205 WETLANDS EDGE RD	PUBLIC WORKS	Organics	1	1	64	Gallons
205 WETLANDS EDGE RD	PUBLIC WORKS	Garbage	2	1	96	Gallons
205 WETLANDS EDGE RD	PUBLIC WORKS	Recycle	3	1	96	Gallons
205 WETLANDS EDGE RD	PUBLIC WORKS	Dirt Box	1	1	10	Yards
205 WETLANDS EDGE RD	PUBLIC WORKS	Asphalt	1	1	10	Yards
205 WETLANDS EDGE RD	PUBLIC WORKS	Yardwaste Box	1	1	20	Yards
SOCCER PARK/ELLIOTT	ELLIOTT PARK	Garbage	1	1	2	Yards

Exhibit E

Scope of Work-Street Sweeping Services

The work covered by this contract shall consist of furnishing all labor, equipment, materials, and supervision to perform all work necessary to clean all public streets and curbed bike lanes within the City's municipal limits. The contractor shall provide bi-weekly street sweeping and removal of debris as required for approximately 105 curb miles of the City's streets and 310,000 square feet of pavement in designated public parking lots.

The Collector shall use regenerative air-based sweepers that gather material into self-contained hoppers for eventual ejection at a disposal site. All sweepers shall have a dust suppression system in operation while conducting the work. Swept streets shall be clear of all dust, dirt, gravel, sand, and all other debris from curb to curb.

The use of water spraying is not an acceptable cleaning method due to the possibility of degraded water entering into the storm drain system and therefore will not be allowed under the contract.

The parking areas to be swept include the following City facilities:

- Library, 300 Crawford Way
- City Hall, 4381 Broadway
- Public Works Corporation Yard, 205 Wetlands Edge Road
- Community Center, 100 Benton Road
- Community Park #1, 1400 Rio Grande
- Community Park #2, 20 Benton Way
- Kimberly Park, 600 Kimberly Way
- Recreation Center, 2185 Elliott Drive (Senior Center, 3 areas)
- Northampton Park, 242 Northampton Drive
- Aquatics Center, 100 Benton Way
- Wetlands Edge Viewing Area, Wetlands Edge Road at Eucalyptus Drive
- Veterans Memorial Park, 2801 Broadway
- Silver Oak Park, 485 Silver Oak Drive
- Shenandoah Park, 100 Sonoma Creek Way
- Community Center, 300 Napa Junction Rd
- Water Reclamation Facility, 151 Mezzetta Ct

The Collector shall coordinate its sweeping schedule with waste pickup days, and provide residents with a schedule for routine and reliable sweeping service. Collector shall notify the City of American Canyon of its schedule prior to commencing sweeping operations.

In the event that new streets are constructed during the term of this contract, Collector will commence street sweeping upon notification from the City or upon occupancy of new buildings (homes), whichever comes first.

The City will be responsible for the following:

1. Cleaning up heavy debris prior to sweeping wherever and whenever necessary when requested by the Contractor.
2. Providing water at hydrants.
3. Providing inspection of swept streets.
4. Providing after-hours parking for sweeping equipment (for use at Collector's discretion to facilitate emergency response).

The City reserves the right to require that streets be re-swept without charge if inspection by the City reveals that the street is not clean. The City will provide such inspection within 24 hours of completed sweeping. The Collector will inform the City when the work has been completed for inspection purposes.

The Collector will submit to the City a monthly report containing a list of the streets swept each day of the sweeping schedule and an accurate accounting of the total amount of debris removed per day.

Unscheduled Extra Work:

In addition to the normal scope of work, the Collector will be required to provide street sweeping services for the City in an emergency and on an on-call basis during the term of this agreement.

By "emergency" it is meant that the Collector agrees to make its personnel and equipment available with 30 minutes of call-out, 24 hours a day, seven days a week. To facilitate emergency response, the Collector may store sweeping equipment at the City's Corporation Yard, with the understanding that the City accepts no liability for equipment and materials.

By "on-call" it is meant that the Collector agrees to make its personnel and equipment available and to assign sufficient personnel to perform street sweeping services outside the normal scope of work when and to the extent that the City requests the Collector to do so. Such extra work may include more frequent sweeps during "leaf season" (generally, October through December), cleaning streets before special events, special sweeping during construction, etc. The Public Works Superintendent or his designee must approve all additional work in advance of the work being performed.

The Collector will not be required to sweep streets or parking areas that are currently under

construction or under the control of private construction contractors. Private developers and contractors responsible for such construction sites may select, at their discretion, sweeping contractors as necessary for the maintenance of their construction sites.

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED AND RESTATED FRANCHISE AGREEMENT BETWEEN CITY OF AMERICAN CANYON AND RECOLOGY AMERICAN CANYON FOR SOLID WASTE, RECYCLABLES, AND ORGANIC WASTE COLLECTION, PROCESSING, AND DISPOSAL SERVICES

WHEREAS, The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Section 49100, et seq.; hereinafter the "Act") established a solid waste management process which requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices; and

WHEREAS, The Act authorizes and requires local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

WHEREAS, City and Collector are parties to that certain Agreement for the collection of Solid Waste, Recyclables, and Green Waste dated May 1, 2003 as amended on October 5, 2005, and further amended on December 3, 2013, September 1, 2022, and December 19, 2023 (the "2003 Franchise Agreement"); and

WHEREAS, City and Collector now wish to make certain mutually agreed amendments to the 2003 Agreement and, in order to document such amendments and incorporate all prior amendments into a single document, City and Collector wish to amend and restate the 2003 Agreement in its entirety to read as set forth herein; and

WHEREAS, Pursuant to Sections 49300 and 49500-49523 of the Act, City is authorized to enter into an exclusive agreement for the collection and disposal of solid waste; and

WHEREAS, Pursuant to this Agreement, City desires to continue to engage Collector as an independent contractor to be the exclusive provider of Solid Waste, Organic Waste, and Recyclables Collection Services in the City; and

WHEREAS, Collector has demonstrated to City that it has the experience, responsibility, and qualifications to provide Solid Waste, Organic Waste, and Recyclables Collection Services and City finds that it is in the public interest for Collector to arrange with residents and other entities in the City for the collection, safe transport, processing, and disposal of all materials in compliance with Applicable Law and the provisions of this Agreement; and

WHEREAS, City and Collector are mindful of the provisions of the laws governing the safe collection, transport, disposal and/or processing of Solid Waste, Organic Waste, and Recyclables, including the Act, RCRA, and CERCLA; and by entering into this Agreement, City is not thereby becoming an "arranger" (as that term is used in the context of CERCLA Section 107 (a) (3)) for the collection of Solid Waste, Organic Waste and Recyclables from Residential and Commercial/Industrial Premises In the City, and transporting of same for disposal, Recycling of Recyclables, and Processing of Organic Waste; and

WHEREAS, As a material inducement to City entering into this Agreement, Collector has agreed to fully indemnify City in the manner set forth in Section 5.1 hereof against all claims, losses, lawsuits or actions

relating to any Hazardous Waste at any place owned and/or operated by Collector where Collector transfers, stores, or processes Solid Waste, Organic Waste, or Recyclables pursuant to this Agreement; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby approves the City Manager to enter into an Amended and Restated Franchise Agreement between City of American Canyon and Recology American Canyon for Solid Waste, Recyclables, and Organic Waste Collection, Processing, and Disposal Services attached hereto as Exhibit A and incorporated by reference.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the ___ day of ____, 2024 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney



TITLE

Napa River Ecology Center at American Canyon Wetlands

RECOMMENDATION

Adopt a Resolution approving a Lease Agreement with the American Canyon Community and Parks Foundation for development of the 'Napa River Ecology Center at the American Canyon Wetlands' at the former City Corporation Yard (205 Wetlands Edge Road) and appropriating \$1,000,000 towards site improvements related to stormwater detention and flood protection, and pollutant remediation on the property.

CONTACT

Jason Holley, City Manager

BACKGROUND & ANALYSIS

Tonight's item is a continuation of the June 20, 2023 presentation to Council and the January 26 Planning Commission approval of the Eco-Center Design Permit (PL 23-0019).

Corporation Yard Relocation

The Corporation Yard's long-intended exit from the Wetlands Edge Road location will address neighborhood compatibility concerns. City-wide maintenance operations will also benefit from the consolidation of staff at the former Napa Junction Elementary School.

Notwithstanding the relocation of general maintenance operations, critical utility infrastructure - including a pump station and emergency generator - will remain. Importantly, this infrastructure is located in low-lying areas, and it must be protected against localized stormwater flooding and sea-level rise (from the adjacent wetlands). In addition, it is likely the site contains residue from pesticides, fuels and/or other contaminants - the removal of such is desirable given the proximity to the American Canyon Wetlands. The source of funding for these efforts is described below.

"Eco-Center" at Corporation Yard Instead of Clark Ranch

Clark Ranch is an undeveloped city-owned property approximately 1-mile north of the Corporation Yard (at the intersection of Wetlands Edge Court and Eucalyptus Drive). The *Clark Ranch Master Plan* calls for a new regional nature/environmental/community center (the "eco-center") originally planned to be "an indoor interpretative, recreation and community space with classrooms and

multipurpose rooms to support programming and exhibits (watershed protection/education, wetlands habitat/biology). Possible space for vendor sales (deli/gifts) and rentals (bike/kayak).”

While a laudable and aspirational idea, Clark Ranch is not a great location for an "eco-center" for a variety of reasons (inconvenient location, competing uses and large upfront costs, just to name a few). Instead, over the past 3+ years, an idea to re-imagine the former Corporation Yard as a new eco-center has taken shape.

The American Canyon Community and Parks Foundation (<https://www.acparks.org>) (ACCPF) is spearheading an effort to re-purpose the Corporation Yard into the Napa River Ecology Center at the American Canyon Wetlands (Eco-Center). The venerable ACCPF is a local non-profit with an unmatched track-record of fundraising and delivering successful projects and initiative for the community, and they are the perfect partner for the City. The City entered into an Exclusive Negotiating Agreement with ACCPF for development of the Eco-Center in 2021. Thereafter, the Council approved a Term Sheet with ACCPF in June 2023.

Since then, the ACCPF has shared their vision for the Eco-Center with the Open Space Active Transportation and Sustainability Commission (October 2023). Most recently, the ACCPF shared their vision during a well-attended Planning Commission meeting on January 26. The Eco-Center's formal development program (the "Project") was subject to additional public review and comment at that time, before ultimately being approved (Attachment 2).

The Eco-Center is envisioned to:

- Provide a home for environmental education, nature art, and science programs for students and community members in Napa County and beyond.
- Strengthen American Canyon as a leader in environmental leadership, research, and programming.
- Harness the power of our diverse community to further the conservation movement.
- "Root" our families in nature and develop the next generation of nature lovers who will help solve our most complex environmental issues.

Other key attributes include:

- Repurposes old industrial site along Napa River.
- Two-acre parcel with 5,000 square-foot building.
- Model public/private partnership between the City and ACCPF.
- Serves 20,000 people each year in nature programming.
- Centrally located in North Bay along San Francisco Bay Trail.
- New public access to pristine American Canyon Wetlands habitat.
- Green demonstration features.

Staff recommends Council approve the Long-Term Lease (Attachment 1, Ex. A), which is consistent with the previously approved Term Sheet and Design Permit.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Infrastructure: "Develop and maintain infrastructure resources to support sustainable growth."

FISCAL IMPACT

The Recommended Action appropriates \$515,070 to help fund site improvements related to stormwater detention and flood protection on the property. The source of this funding is Fund 210 (Measure A). The result of the Recommended Action will reduce Fund 210 to an estimated Fund Balance of \$3,939,000.

The Recommended Action also appropriates \$484,930 to help fund pollutant remediation on the property. The source of this funding is Fund 282 (Legal Settlement). The City received these funds as part of the settlement of a class-action lawsuit against the Monsanto Corporation alleging the chemical manufacturer's products had polluted the San Francisco Bay. The funds are limited in their use but may be used to fund efforts to remove soil contaminant adjacent to the bay - as is expected in conjunction with the Eco Center Project.

The Recommended Action will no impact on the General Fund.

ENVIRONMENTAL REVIEW

The Lease Agreement is exempt from CEQA under Categorical Exemption, Class 1 (Section 15301) – Existing Facilities, Class 2 (Section 15302) – Reconstruction of Existing Facilities, Class 4 (Section 15304) – Minor Alterations to Land, and Class 11 (Section 15311) – Accessory Structures.

ATTACHMENTS:

1. [Resolution - Napa River Ecology Center](#)
2. [Ex. A - Ecology Center Lease Agreement](#)
3. [January 25, 2024, Planning Commission Staff Report](#)

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA, APPROVING A LEASE AGREEMENT WITH THE AMERICAN CANYON COMMUNITY AND PARKS FOUNDATION FOR DEVELOPMENT OF THE 'NAPA RIVER ECOLOGY CENTER AT THE AMERICAN CANYON WETLANDS' AT THE FORMER CITY CORPORATION YARD (205 WETLANDS EDGE ROAD) AND APPROPRIATING \$1,000,000 TOWARDS SITE IMPROVEMENTS RELATED TO STORMWATER DETENTION AND FLOOD PROTECTION, AND POLLUTANT REMEDIATION ON THE PROPERTY.

WHEREAS, City is the owner of real property located at 205 Wetlands Edge Road, with an Accessor's Parcel Number ("APN") 058-050-048 in the City of American Canyon, County of Napa, California (the "Property"); and

WHEREAS, on January 25, 2024 the Planning Commission approved the American Canyon Community & Parks Foundation's (ACCPF) Design Permit application for development of the Napa River Ecology Center at the American Canyon Wetlands (Eco-Center) at 205 Wetlands Edge; and

WHEREAS, subject to funding and costs, the Eco-Center Project would redevelop the existing 5,000 square-foot City Corporation Yard building in phases, which will provide indoor and outdoor instructional uses and community activities that focus on conservation and environmental science, nature art, and wellness programs; and

WHEREAS, the Eco-Center programs will engage the community and provide opportunities to learn about American Canyon's important role in the Napa River watershed; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the proposed development was exempt as set forth in CEQA Sections 15301(Existing Facilities), 15302 (Reconstruction of Existing Facilities), 15304 (Minor Alterations to Land), and 15311 (Accessory Structures); and

WHEREAS, ACCPF desires to lease a portion of the Property (the "Premises") from the City for purposes of for Tenant's development, operation, maintenance and repair of the Eco-Center; and

WHEREAS, Tenant desires to lease the Landlord's Premises from the Landlord for an initial period of fifty (50) years, with an option to extend the Term for two (2) additional Terms of twenty-five (25) years each; and

WHEREAS, The Parties wish to more closely collaborate and mutually cooperate and support each other in the future, to improve, enhance and sustain the capacity of the Tenant to provide indoor and outdoor environmental education, public and private events, gatherings, community programs and fundraisers consistent with the Tenant's mission as a non-profit foundation to serve the American Canyon community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby approves a Lease Agreement with the American Canyon Community and Parks Foundation for development of the 'Napa River Ecology Center at the American Canyon Wetlands' at the former City Corporation Yard (205 Wetlands Edge Road) attached hereto as Exhibit A and incorporated by reference.

NOW, THEREFORE, BE IT FURTHER RESOLVED the City Council delegates authority to the City Manager

with the concurrence of the City Attorney to modify the lease agreement as needed to implement the project.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby and appropriates \$515,070 from Fund 210 (Measure A) towards site improvements related to stormwater detention and flood protection.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby and appropriates \$484,930 from Fund 282 Legal Settlement/Monsantos) for pollutant remediation on the property.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby determines pursuant to the California Environmental Quality Act (CEQA), the proposed project is exempt as set forth in CEQA Sections 15301(Existing Facilities), 15302 (Reconstruction of Existing Facilities), 15304 (Minor Alterations to Land), and 15311 (Accessory Structures); and

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 20th day of February, 2024, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVE AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

LEASE AGREEMENT

This Lease Agreement ("Agreement" or "Lease") is entered into this _____ day of February, 2024 (the "Effective Date") by and between the American Canyon Community and Parks Foundation ("Tenant"), a California Nonprofit Public Benefit Corporation and the City of American Canyon ("City" or "Landlord") a Municipal Corporation, who agree as follows:

RECITALS

WHEREAS, City is the owner of real property located at 205 Wetlands Edge Road, with an Accessor's Parcel Number ("APN") 058-050-048 in the City of American Canyon, County of Napa, California (the "Property"); and,

WHEREAS, Tenant desires to lease a portion of the Property (the "Premises") from the Landlord for purposes of for Tenant's development, operation, maintenance and repair of an "educational center" to be known as the "Napa River Ecology Center at the American Canyon Wetlands" (the "Project"); and,

WHEREAS, Landlord approved Tenant's application for a Design Permit for redevelopment of an existing 5,000 square foot, two-story building into an 'Ecology Center on the Premises (File No. PL23-0019) on January 25, 2024; and

WHEREAS, Tenant desires to lease the Landlord's Premises from the Landlord for an initial period of fifty (50) years, with an option to extend the Term for two (2) additional Terms of twenty-five (25) years each; and,

WHEREAS, The Parties wish to more closely collaborate and mutually cooperate and support each other in the future, to improve, enhance and sustain the capacity of the Tenant to provide indoor and outdoor environmental education, public and private events, gatherings, community programs and fundraisers consistent with the Tenant's mission as a non-profit foundation to serve the American Canyon community.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. **Premises.** Landlord agrees to lease to Tenant a portion of the Property located at 205 Wetlands Edge Road (APN 058-050-048) in the City of American Canyon, County of Napa, California. The portion of the Property, referred to herein as the Premises, is comprised of approximately 2 acres within the Property, as depicted on the proposed site plan attached hereto as Exhibit A (the Premises). The Premises includes all improvements thereon and all appurtenant rights thereto, subject to the provisions of this Agreement.
2. **Term.** The "Term" of the Lease shall be for an initial period of fifty (50) years, and Tenant shall have the option to extend the Term for two (2) additional Terms of twenty-five (25)

years each, by providing Landlord written notice at least 6 months prior to the then current expiration date of the Term.

3. Commencement of Lease. The “Commencement Date” of the Lease shall be the date of execution of the lease and approval thereof by the City of American Canyon.

4. Rent. Tenant agrees to pay Landlord as rent for use and occupancy of the Premises the sum of One Dollar (\$1.00) per year payable on the first day of January throughout the term of this Agreement.

5. Use of Property.

5.1 General Premises Use. The Premises shall be used by Tenant for development, operation, maintenance and repair of the Project and all related uses, including without limitation, indoor and outdoor environmental education, public and private events, gatherings, community programs and fundraisers consistent with the Tenant’s mission as a non-profit foundation; commercial uses in support of mission-aligned organizations, businesses or community groups which are approved by Landlord in advance in its reasonable discretion, and for no other use without Landlord's consent.

5.2 Additional Uses. Tenant shall have the right to the use of any existing access roads, gates, and fences.

5.3 Preliminary Access. Prior to the issuance of any building permits or certificate of occupancy, the Tenant may enter onto the Premises for the purpose of office and administrative purposes and related uses in connection with the planning and development of the Project and operation of the Tenant organization. Tenant may enter only after City has vacated its personnel. Prior to preliminary access, City shall have not obligation to have removed its equipment and materials from the Premises.

5.4 Taxes. Tenant shall be responsible to pay any possessory use taxes that arise through its use of the Premises.

6. Related Approvals: On January 25, 2024, the Planning Commission approved a Design Permit for the Project. Tenant shall apply for and obtain at its cost all ministerial approvals necessary to for Tenant’s use of the Premises and Property.

7. Condition of Premises and Property.

7.1 Property and Premises As Is. Prior to issuance of a building permit or certificate of occupancy, City shall cause to have removed its vehicles, equipment, and storage units. Except as specifically set forth, Tenant agrees that the Premises and the Property is made available to Tenant in an “as-in-condition.”

7.2 Surveys, Soils, and Environmental Reports. Tenant shall be responsible for obtaining all due diligence materials necessary for it to assess the condition of the Premises.

Landlord shall provide Tenant copies of all reports related to the condition of the Property, including soils and environmental reports in its possession but shall make no representations or warranties as to the adequacy, completeness or accuracy of such materials.

8. Ownership of Improvements and Alterations.

8.1 Tenant Improvements. All improvements constructed on the Premises by Tenant shall be owned by Tenant until expiration or termination of the lease, and until such time, Tenant shall be entitled to relocate, alter or remove any improvement on or from the Premises. Any alterations made by Tenant on the Premises shall remain on and be surrendered with the Premises on expiration or termination of the term, or any extensions thereof.

8.2 Landlord Contributions. Landlord shall reimburse Tenant for the following:

8.2.1 - A maximum of \$515,070 to help fund site improvements related to stormwater detention and flood protection on the property. The source of this funding is Fund 210 (Measure A).

8.2.2 - A maximum of \$484,930 to help fund pollutant remediation on the property. The source of this funding is Fund 282 (Legal Settlement). The City received these funds as part of the settlement of a class-action lawsuit against the Monsanto Corporation alleging the chemical manufacturer's products had polluted the San Francisco Bay.

9. Standard of Operations and Maintenance.

9.1 Landlord Obligations and Right of Entry. Landlord shall be responsible for maintaining and repairing: (i) that portion of the Property outside of the Premises, as well as all existing access roads, gates, and fences serving the Premises, and (ii) any equipment, or other improvements on the Premises to the extent that Landlord continues to access and utilize such improvements and equipment pursuant to the terms of this Agreement.

Landlord shall have the right to access the Premises for the following purposes: (i) to access, test, maintain and repair the generator located on the Premises; (ii) to access and use Building E located on the Premises, and (iii) to access the emergency overflow pond. Except in the event of emergencies, Landlord shall provide prior notice to Tenant of Landlord's access of the Premises for the purposes listed above.

9.2 Tenant Obligations. Tenant shall be responsible for maintaining and repairing the improvements on the Premises and all equipment or facilities specifically serving the Premises, such as plumbing, heating, air conditioning, ventilating, electrical, lighting facilities, boilers, fired or unfired pressure vessels, fire hose connections if within the Premises, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights.

9.3 Operating Hours. The general hours of operation of Tenant's use of the Premises will be 7 days a week from 6:00 a.m. to 10:00 p.m., with general program hours from 9:00 a. m. to 6:00 p. m.

10. Repair. Should the Tenant cause any damage to the Property, Tenant shall make all required repairs as soon as is practical but no later than thirty (30) days following receipt of a repair request from Landlord. In the event that Landlord causes damage to the Property, Landlord shall make all required repairs as soon as is practical but no later than thirty (30) days following receipt of a repair request from Tenant. Should a Party to this Agreement cause damage to the Premises, and not complete the requested repairs in a timely manner, as referenced herein, then the Party requesting the repairs to be made may have the repairs completed by a third party with the Party causing the damage being liable to the requesting Party for the cost of the repairs.

11. Insurance.

11.1 Maintenance of Insurance. Without limiting Lessee's indemnification provided herein, Tenant take out and shall maintain comprehensive property damage and public liability insurance on the Premises, with Landlord named as an additional insured, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Lessee, its agents, employees or subcontractors:

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000.00 per occurrence for all activities of Lessees, its Contractors and subcontractors in conjunction with this Lease. If work involves explosive, underground or collapse risks, XCU must be included. (If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.) Said policy shall contain, or be endorsed with, the following provisions:

11.1.1.1 The City, its officers, employees and agents, are covered as insureds for liability arising out of the operations performed by or on behalf of Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.

11.1.1.2 The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to City by certified mail.

11.1.1.3 The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

11.1.1.4 For claims related to this Agreement, the Lessee's insurance is primary coverage to the City, and any insurance or self-insurance programs maintained by the City is excess to Lessee's insurance and will not be called upon to contribute with it.

11.1.1.5 Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to City, its elected officials, officers, employees, agents and attorneys.

11.1.2 Automobile Liability. Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

11.1.3 Lessee's Personal Property Insurance and Worker's Compensation Insurance. Lessee shall maintain a policy or policies of fire and property damage insurance in "Special Form" form with a sprinkler leakage endorsement insuring the personal property, inventory, trade fixtures and leasehold improvements within the leased Premises for the full replacement value thereof. The proceeds from any of such policies shall be used for the repair or replacement of such items so insured.

11.1.4 Lessee shall also maintain a policy or policies of worker's compensation insurance and any other employee benefit insurance sufficient to comply with all laws.

11.1.5 If Lessee elects to purchase and keep in force a policy or policies of property insurance coverage for Lessee improvements constructed and/or paid for by Lessee consisting of alterations or additions to the Premises which would reasonably be construed to at once become a part of the Premises and belong to City, then Lessee shall, upon issuance of said policy or policies of property insurance, issue a certificate of insurance to City showing the type and amount of coverage in place on said Lessee alterations and naming City as a "Loss Payee" to ensure City access to said funds as appropriate for rebuilding of the Leased Premises in the event of damage to or destruction of said Lessee alterations. As to Lessee alterations only (but not including other parts of the Premises or Building), Lessee's policy or policies of insurance shall be considered primary and shall be exhausted prior to application of coverage under City's policies of insurance. City shall not have any rights against Lessee's insurance proceeds for reimbursement to Lessee for the cost of Lessee's personal property, inventory, or trade fixtures.

11.1.6 Lessee makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Lessee Signature

12. Utilities and Taxes. Tenant shall provide at its sole cost and expense, cable, telecommunication and internet for use on the Premises. Landlord shall be responsible at its expense for all other utilities required by Tenant for the operation of the Project.

13. Assignment and Sublease.

13.1 No General Assignments or Subleases Without Landlord Consent. Except as set forth in Section 13.2, Tenant shall not voluntarily assign its interest in the Lease or in the Premises, or sublease or license all or any part of the Premises (or any other portion of the Property) or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Premises (or any other portion of the Property), without first obtaining Landlord's consent.

13.2 Permissible Subleases.

13.2.1 Tenant may sublease a portion of the Premises to mission-aligned organizations, businesses or community groups ("Sublessor") for use of office space, other portions of the building, or outdoor areas of the Premises. Such subleases may be for the purpose of mission-aligned events, programs, seminars, private parties, and commercial activities in support of such functions (such as outdoor recreational rentals of bicycles or kayaks); provided however that each sublease shall:

13.2.1.1. Be for a term of at least thirty (30) days; and

13.2.1.2. Require advance written notice to the Landlord; and

13.2.1.3. Be subject to the administrative approval of Landlord (which shall not be unreasonably withheld, conditioned, or delayed); and

13.2.1.4. Comply with the terms and conditions of this Lease, including the insurance requirements.

13.2.2 Tenant may license a portion of the Premises to mission-aligned community serving non-profit organizations or groups ("Licensee"). Such licenses may be for events, programs, seminars, meetings, and non-commercial activities. Licenses shall not require notice to, or the consent of Landlord provided that all licenses shall be for a period of less than thirty (30) days and at no cost to the Licensee and shall be subject to the terms and conditions of the Lease, including insurance requirements.

13.2.3 Tenant may license a portion of the Premises to organizations, businesses, or community groups for the temporary use of office space, other portions of the building, or outdoor areas of the Premises. Such licenses may be for events, programs, seminars, private parties, and commercial activities which provide financial support to the Tenant's organization. Licenses

shall not require notice to, or the consent of Landlord provided that all licenses shall be for a period of less than thirty (30) days and shall be subject to the terms and conditions of the Lease, including the public liability insurance requirements.

14. Termination. Tenant shall have the right to terminate the lease if it reasonably determines that the Premises cannot be used for the intended purposes with at least 90 days' notice. Tenant shall notify all Sublessors, Licensees, Community Group Users of lease termination in conjunction with notification to the Landlord.

14.1 If the Property is destroyed at any time during the term of this Agreement at the fault of Tenant, Landlord shall have the option of requiring Tenant to restore the Property. Tenant shall continue to pay rent during the restoration period.

14.2 If the Property is destroyed due to no fault of the Tenant, including but not limited to destruction by an act of God, the Tenant has the option to terminate this Agreement upon written notice to the Landlord.

15. Events of Default.

15.1 If Landlord shall breach any of its obligations under this Agreement and if such breach shall continue for a period of thirty (30) days after written notice from Tenant to Landlord specifying the nature of such breach, then an "Event of Default by Landlord" shall be deemed to have occurred; provided that if any such breach condition cannot reasonably be cured within such period, no Event of Default by Landlord shall be deemed to have occurred if Landlord promptly commences such cure within such 30-day period and thereafter diligently pursues such cure to completion within a reasonable time.

15.2 If there is an Event of Default by Landlord, Tenant shall have all remedies that may be available at law or in equity, including without limitation the right of specific performance of this Agreement.

15.3 If Tenant shall breach any of its obligations under this Agreement (including without limitation the payment of any money due from Tenant under this Agreement) and if such breach shall continue for a period of thirty (30) days after written notice from Landlord to Tenant specifying the nature of such breach, then an "Event of Default by Tenant" shall be deemed to have occurred; provided that if any such breach condition cannot reasonably be cured within such period, no Event of Default by Tenant shall be deemed to have occurred if Tenant promptly commences such cure within such 30-day period and thereafter diligently pursues such cure to completion within a reasonable time. Events of Default include, but are not limited to failure to accomplish, comply, and/or maintain any of the Conditions of Approval of the Project Design Permit approved by the Planning Commission on January 25, 2024.

16. Indemnification.

16.1 Tenant shall defend, indemnify, and hold harmless Landlord, its elected and appointed officers, agents, and employees, from any and all losses, claims, liabilities, damages, costs, fees, expenses (including reasonable attorney's fees and costs) or injury resulting from any breach of

this Agreement by Tenant, or any fault, neglect, or omission of Tenant in connection with its use and occupancy of the Property.

16.2 Landlord shall defend, indemnify, and hold harmless Tenant, its officials, officers, directors, partners, agents, attorneys, and employees, from and against any and all losses, claims, liabilities, damages, costs, fees, expenses (including reasonable attorney's fees and costs) or injury resulting from any breach of this Agreement by Landlord, or any fault, neglect, or omission of Landlord in connection with the Tenant's use and occupancy of the Property.

17. Notices. Any notices given under this Agreement shall be personally delivered or sent by certified or registered mail or by facsimile as follows:

TENANT:

American Canyon Community and Parks Foundation

LANDLORD:

City of American Canyon
4301 Broadway St., Suite 201
American Canyon, CA 94503
Attention: City Manager

18. Attorney Fees. In the event either party is obligated to bring an action or proceeding to enforce this Agreement or any portion hereof, each party shall be responsible for its own attorney's fees and costs.

19. Entire Agreement. This Agreement is the entire agreement between the parties and supersedes any prior agreements or understandings between the parties relating to the subject matter here.

20. Binding on Successors-in-Interest. This Agreement and its terms and conditions shall be binding upon and insure to the benefit of the parties hereto, their respective executors, administrators, successors-in-interest, and legal representatives.

21. Amendments and Modifications. Except as otherwise provided herein, this Agreement may be modified or amended only in writing and signed by both parties.

22. Governing Law and Venue. The terms of this Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any legal action filed by either party to enforce any provision of this Agreement shall be in

Napa County Superior Court or in the United States District Court for the Northern District of California.

23. Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

24. Compliance With Applicable Law. In providing the services required by this Agreement, Landlord and Tenant shall observe and comply with all applicable federal, State and local laws, ordinances, codes and regulations.

25. Authority to Contract. Landlord and Tenant each warrant that they are respectively legally permitted and otherwise have the authority to enter into this Agreement and perform their obligations hereunder.

26. Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not represent to create any such rights.

27. Recording Agreement. Tenant shall record this Agreement with the Napa County Recorder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

AMERICAN CANYON COMMUNITY AND PARKS FOUNDATION (TENANT)

Dated: _____

By: _____
Raffi Boloyan, President

APPROVED AS TO FORM:

Dated: _____

By: _____
Connor Massey, Counsel

CITY OF AMERICAN CANYON (LANDLORD)

Dated: _____

By: _____
Jason B. Holley, City Manager
City of American Canyon

APPROVED AS TO FORM:

Dated: _____

By: _____
William D. Ross, City Attorney

EXHIBIT "A"

(Site Plan)





TITLE

Napa River Ecology Center Design Permit

RECOMMENDATION

Approve a Resolution of the Planning Commission of the City of American Canyon, California, approving a Design Permit for redevelopment of an existing 5,000 square foot, two-story building into an Ecology Center at 205 Wetlands Edge Road in the Public (P) Zoning District, APN 058-040-018 (File No. PL23-0019)

CONTACT

William He, AICP, Senior Planner

BACKGROUND & ANALYSIS

Table 1: Site Information

General Plan Designation	Public (P)
Zoning District	Public (P)
Site Size	2.6 acres
Present Use	City Corporation Yard
Surrounding Zoning and Uses	North: RS-8000 / wetlands area South: RS-8000 / wetlands area East: RS-6500 / Single-family residences West: Unincorporated Napa County / Napa River
Access	Wetlands Edge Road

History: The City Corporation Yard was constructed in 1990 and occupied by the Public Works Department. The Corp. Yard consists of a two-story office building, a pump house, an above ground fuel storage tank, and parking for City service vehicles. Many of the services and vehicles will be relocated to the Wastewater Treatment facility at 151 Mezzetta Court and 300 Napa Junction Rd (the former Napa Junction Elementary School). Because of the relocation, the City has offered the site to the American Canyon Community and Parks Foundation (ACCPF) on a long-term lease to develop and operate the site as an Ecology Center. A vicinity map is included as Attachment 2.

There are several milestones that occurred prior to the project submittal.

- On September 7, 2021, the City Manager and the Maintenance and Utilities Department (MUD) Director requested Council feedback on Corporation Yard relocation and Ecology Center proposal. The staff report is available at [this link](#).
- On October 12, 2021, the City Council, Parks and Community Services Commission, and Open Space Advisory Committee conducted a virtual workshop to solicit feedback on the concept of the Ecology Center proposed at the Corporation Yard. The staff report is available at [this link](#).
- On June 15, 2022, ACCPF met with staff at a Project Review Committee meeting and discussed planning and building processes for the project.
- On August 2, 2022, the City Council approved a property exchange and acquisition agreement with NVUSD to acquire the 6.57-acre property where the former Napa Junction Elementary School site is located, 300 Napa Junction Rd. The staff report is available at [this link](#).
- On May 31, 2023, ACCPF introduce the project at a Community Outreach Meeting at City Hall. The public outreach package is available in Attachment 3.

Proposed Development: On September 11, 2023, ACCPF submitted a Design Permit application for a phased redevelopment of a 5,000 square foot Ecology Center at 205 Wetlands Edge Road. The Napa River Ecology Center project (Eco Center) consists of renovating the existing two-story corporation yard building to provide education/instructional activities on the first level and offices for mission-aligned groups and multipurpose uses on the second level. An outdoor deck overlooking the wetlands will provide an area for viewing and events. Outdoor uses include a 5,000 square-foot flex space on the west side, a nature play area in the east side, 30 parking spaces in the south, and perimeter fencing. ACCPF anticipates approximately 5 staff members for the site.

The applicant anticipates the Eco Center will attract 20,000 visitors each year. Average weekdays would include 90 daily users and 60 on weekends. The proposed hours of operation are 6:00 a.m. to 6:00 p.m. for general program hours, but some activities may end at 10:00 p.m. A condition of approval requires the Eco Center to comply with the Noise Ordinance that requires quieter outdoor noise after 10 pm and before 7 am.

The Project was scheduled for the Planning Commission public hearing of December 21, 2023, but the Planning Commission could not proceed with the hearing because it did not have enough members for a quorum. The project was rescheduled for a special Planning Commission session on January 11, 2024, but that meeting was cancelled because it did not have enough members for a quorum again. The Planning Commission continued the project until the earliest available date, which was January 25, 2024.

Site Specific Issues:

Phasing: The applicant proposes to construct the project in three phases: 1, 2, and D. Exact phasing and features within each phase is dependent upon funding and costs.

- Phase 1 includes outdoor modifications that include the entry driveway, 30 vehicle parking stalls, bicycle parking, a bus drop-off, pedestrian and fire truck access off Wetland Edge Road from a driveway on the north side of the site, EV charging stations, a flex space on the west side, and an east courtyard classroom. Indoor improvements include modifying the ground floor of the main building, and a Maker's Space (reuse of an existing shipping container). Phase 1 construction is anticipated to occur within two years of the Design Permit approval and is estimated to be completed by Summer 2025.
- Phase 2 includes the second pedestrian connection to public sidewalk, bridge feature, demonstration wetland, and berm modifications. Phase 2 is estimated to be completed by the fourth quarter 2025.
- Phase D includes the outdoor deck and connector, an elevator, and a connection to the exterior stairs. Phase D is estimated to be completed by summer 2026. The phasing plan is provided in sheet AS102 of Attachment 1, Exhibit B.

Redevelopment of Primary Building: The primary Corporation Yard building is two-stories constructed in the 1990's. The building modernization will convert the four ground floor garage spaces into classrooms and add an elevator for accessibility to the second floor. The renovation would bring the building to current California Building and Fire Codes.

Sustainability Features: The Eco Center plans include several sustainability features, such as:

- Recycled water for toilet flushing,
- A rainwater capture system,
- Sustainable exterior cladding materials,
- A new entry canopy constructed from sustainable materials,
- An outdoor pavilion with a solar photovoltaic system on the east side,
- EV charging stations at the parking lot,
- A demonstration wetlands near the entrance,
- A Maker Space with re-purposed shipping containers in the center of the site,
- A wind turbine display feature in the rear yard,
- Short-term and long-term bicycle parking.

A diagram of sustainability features is shown on sheet AG101 in Attachment 1, Exhibit B. Sustainability features that exceed code requirements will be provided at the discretion of ACCPF and will depend on funding availability.

Future City Improvements: The City has two projects in preliminary planning adjacent to the proposed Ecological Center. These include constructing a kayak launch and wetlands enhancements west of the the site; and an overflow parking lot immediately south of the Ecological Center to accommodate 50 vehicles for public access to the proposed kayak launch. Neither improvement is part of this permit application.

Meeting with OSATS (Open Space, Active Transportation, and Sustainability Commission): On November 1, 2023, the OSATS Commission received an update on the Eco Center from the Community Development Director. The report explained the history and goals of the project and informed the Commission on the next steps of the Design Permit process. The OSATS Commission provided feedback on the project that will be conveyed to the applicant and City Council. A copy of the staff report is available at [this link](#).

Public Outreach:

The applicant conducted outreach to inform residents about the project. A copy of the applicant's outreach is included as Attachment 3. City outreach occurred between October 3, 2023 and January 16, 2024. A copy of the public notification map is included as Attachment 4. Specific events are outlined below:

Oct. 3 – Project Posted on website

Oct. 3 – Project Information Announcement to GovDelivery Recipients (3,800+/-)

Oct. 4 - Neighborhood letters sent within 500 feet

Oct. 12 – Public notification sign installed at Corporation Yard (205 Wetlands Edge Rd)

Dec. 4 – Public Hearing Notice mailed to property owners and residents within 500 feet

Dec. 8 – GovDelivery Notice of Public Hearing Bulletin sent to email subscribers list (4,150 + people)

Dec. 9 – Public Hearing Notice Published in the Vallejo Times Herald

Dec. 15 – Staff Report published on City Website and emailed to GovDelivery Recipients

Dec. 15 – GovDelivery Notice of Planning Commission Agenda emailed to subscribers (4,150 + people)

Dec. 19 – GovDelivery Reminder Notice of Public Hearing emailed to subscribers (4,150 + people)

Jan. 5 – GovDelivery Notice of Planning Commission Agenda emailed to subscribers (4,150 + people)

Jan. 9 – GovDelivery Reminder Notice of Public Hearing emailed to subscribers (4,150 + people)

Jan. 16 – GovDelivery Notice of Planning Commission Agenda emailed to subscribers (4,150 + people)

Jan. 23 – GovDelivery Reminder Notice of Public Hearing emailed to subscribers (4,150 + people)

Staff received two comments during the application review period. A copy of the comments and response is included as Attachment 5.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Community and Sense of Place: "Build on the strength of our local community to develop a clear 'sense of place' and establish our unique identity."

FISCAL IMPACT

The Napa River Eco Center Design Permit application required a developer deposit for review and processing, so there is no fiscal impact for staff time.

ENVIRONMENTAL REVIEW

The proposed design permit is exempt from CEQA under Categorical Exemption, Class 1 (Section 15301) – Existing Facilities, Class 2 (Section 15302) – Reconstruction of Existing Facilities, Class 4 (Section 15304) – Minor Alterations to Land, and Class 11 (Section 15311) – Accessory Structures.

ATTACHMENTS:

- 1.0 Eco Center Design Permit - Resolution
- 1.1 Exhibit A - Eco Center Project Narrative
- 1.1 Exhibit B - Napa River Eco Center Plans
- 1.3 Exhibit C - Napa River Eco Center Landscaping Plan
- 1.4 Exhibit D - Napa River Eco Center Confirmation of COA
- 2. Eco Center - Location Map
- 3. Eco Center - ACCPF Community Outreach Package
- 4. Eco Center - Public Notification List and Map
- 5. Eco Center - Public Comments and Responses

PC RESOLUTION NO. 2023-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF AMERICAN CANYON, CALIFORNIA, APPROVING A DESIGN PERMIT FOR REDEVELOPMENT OF AN EXISTING 5,000 SQUARE FOOT TWO-STORY BUILDING INTO AN ECOLOGY CENTER AT 205 WETLANDS EDGE ROAD IN THE PUBLIC (P) ZONING DISTRICT, APN 058-040-018 (FILE NO. PL23-0019)

WHEREAS, on September 11, 2023, the American Canyon Community & Parks Foundation (Applicant) submitted a Design Permit application for development of an Ecology Center at 205 Wetlands Edge Road in the Public (P) zoning district (File No. PL23-0019); and

WHEREAS, subject to funding and costs, the Project would redevelop the existing 5,000 square-foot City Corporation Yard building into an Ecology Center in phases, which will provide indoor and outdoor instructional uses and community activities that focus on conservation and environmental science, nature art, and wellness programs; and

WHEREAS, community centers and cultural facilities are permitted uses in the Public Zoning District; and

WHEREAS, the Ecology Center programs will engage the community and provide opportunities to learn about American Canyon's important role in the Napa River watershed; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the proposed development was exempt as set forth in CEQA Sections 15301(Existing Facilities), 15302 (Reconstruction of Existing Facilities), 15304 (Minor Alterations to Land), and 15311 (Accessory Structures); and

WHEREAS, a duly-noticed public hearing was held by the City of American Canyon Planning Commission on December 21, 2023 and January 25, 2024 on the subject application, at which time all those in attendance were given the opportunity to speak on this proposal, and all comments were reviewed and considered.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of American Canyon hereby approves the Napa River Ecology Center Design Permit (File No. PL23-0019).

SECTION 1: Findings Regarding Environmental Review pursuant to the California Environmental Quality Act (CEQA).

The proposed Design Permit is exempt from CEQA under Categorical Exemption, Class 1 (Section 15301) – Existing Facilities, Class 2 (Section 15302) – Reconstruction of Existing Facilities, Class 4 (Section 15304) – Minor Alterations to Land, and Class 11 (Section 15311) – Accessory Structures for the reasons explained below.

- a. 15301 (Existing Facilities): The project involves both interior and exterior alterations to the existing building to modify the interior with tenant improvements, for as well as re clad the exterior with new materials. There would be no expansion of size of the existing building. In addition, the project would entail addition of a few accessory buildings on the site that would be significantly less than 10,000 sq ft of floor area and located on a site where all public services and facilities are available to serve the site and not located on an environmentally sensitive portion of the site, as the site has already been graded and used as a corporation yard.

- b. 15302 (Reconstruction of Existing Facilities): The new Ecology Center offices will be located on the same site as the structure replaced and will have substantially the same purpose and capacity. The Ecology Center will reuse the two-story corporation yard building as offices and multipurpose classrooms.
- c. 15304 (Minor Alterations to Land): Project is located on a site with a slope of less than 10 % and not located in any waterway or wetland, new landscaping would be water efficient. The grading would be to address storm water run-off, create a formal parking area in the unpaved parking and circulation area, add ADA access and other site amenities.
- d. 15311 (Accessory Structures): The project would include the creation of a formal paved parking lot, drive aisles and internal circulation to support the use, on land that has already been disturbed, graded, and used for more industrial uses. In addition, minor accessory structures would be added to the site, in already developed areas, including an elevated deck, enclosure around the city's generator.

SECTION 2. DESIGN PERMIT FINDINGS

Approval of the Ecology Center Design Permit requires all the following findings be made, pursuant to American Canyon Municipal Code Section 19.41.050:

- A. The project complies with all applicable provisions of this title and any applicable approvals granted for the project by any decision-making authority.

The Ecology Center proposed at 205 Wetlands Edge Road is a permitted use in the Public Zoning District in accordance with the Zoning Code.

- B. The project and its design comply with any applicable design guidelines.

The project does not change the height, bulk, and setback of the existing two-story structure on site. The modifications consist of tenant improvements, with minor changes to the site plan to include new accessory structures. The project complies with design guidelines in the Zoning Code.

- C. The project and its design complies with all applicable general plan policies.

As discussed in Section B above, the project does not substantially change the corporation yard building. The proposed updates to the building exterior would improve the industrial look of the site into a more eco-friendly appearance, which would be an aesthetic improvement for the neighborhood.

- D. The project complies with applicable policies of the Napa County Airport land use compatibility plan.

The project site is outside of the Airport Land Use Compatibility Plan.

- E. The project's quality and character are compatible with the surrounding area, unless physically deteriorated or blighted, and will not be materially detrimental to existing development.

The project would modify the existing corporation yard building from an industrial aesthetic to a community center aesthetic. The building will be painted white and the front elevation would be clad with sustainable materials. A new entry canopy would be added on the southeast corner, which would be made of sustainable recycled materials. The project site would redo the landscaping at the front yard and parking areas. The project would improve the appearance of the surrounding neighborhood.

- F. The proposed design is compatible with existing development in the area in terms of scale, height, bulk, proportion, materials, cohesiveness, color, and the preservation of privacy.

The project repurposes and existing building so there is no change to the approved height, bulk, and setbacks.

- G. The design improves the community's appearance by avoiding both excessive variety and monotonous repetition.

As explained in section E, the project would improve the aesthetics of the existing two-story building. The site will add landscaping and a nature play area in the front yard. The project would improve the community's appearance.

- H. The proposed design promotes a harmonious transition in terms of scale and character between areas of different general plan land use designations and zoning districts.

The project is located at the western edge of the City Limits. The neighboring parcels are single-family residences. An Ecology Center would improve public access to the Napa River wetlands and improve aesthetics for an existing developed corporation yard site.

- I. The proposed design provides for adequate and safe on-site vehicular and pedestrian circulation.

The project is proposed on an approved site with adequate vehicular and pedestrian circulation.

SECTION 3. CONDITIONS OF APPROVAL

General

1. The Design Permit approval is granted for redevelopment of an existing 5,000 square foot, 2-story building into an Ecology Center at 205 Wetlands Edge Road (file no. PL23-0019), which shall be substantially as shown on file in the Community Development Department, except as modified by conditions of approval in this approval. Exhibits A through C consist of the following:
 - a. Project Narrative, prepared by the American Canyon Community & Parks Foundation, dated September 8, 2023.
 - b. Architectural Plans prepared by RIM Architects, consisting of 16 sheets, dated November 3, 2023.
 - c. Preliminary Landscaping Plan prepared by RHAA, consisting of one sheet, dated November 3, 2023.
2. The applicant shall defend, indemnify, and hold harmless the City of American Canyon ("City"), its elected and appointed officials, officers, employees, attorneys, representatives, boards, commissions, consultants, volunteers and agents from and against all claims, actions, including actions to arbitrate or mediate, damages, losses, judgments, liabilities, expenses and other costs, or proceedings against the City, its elected and appointed officials, officers, employees, attorneys, representatives, boards, commissions, volunteers, or agents to attack, modify, set aside, void, or annul an approval, conditional approval, permit, entitlement, environmental document, environmental clearance, mitigation plan, or any other document or any of the proceedings, acts, or determinations taken, done, or made prior to granting of such approval, conditional approval, permit, entitlement, environmental clearance, environmental document, mitigation plan, or other documents, by the City, including, without

limitation, an action against an advisory agency, appeal board, or legislative body within the applicable limitation period.

The obligation to defend, indemnify and hold the City harmless shall include the payment of all legal costs and attorney's fees (including a third party award of attorney's fees), arising out of, resulting from, or in connection with the City's act or acts leading up to and including approval of any environmental document or mitigation plan granting approvals to the applicant, incurred on behalf of, or by, the City, its elected and appointed officials, officers, employees, representatives, attorneys, boards, commissions, volunteers and agents in connection with the defense of any claim, action, or proceeding challenging the entire or a portion of an approval, conditional approval, permit, entitlement or any other document of any related claim.

The obligation to defend, indemnify, and hold the City harmless shall include, but not be limited to, the cost of preparation of any administrative record by the City, staff time, copying costs, court costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of a permit, approval, conditional approval, entitlement, environmental document, mitigation plan, environmental clearance, or any other document or approval related to the applicant's project.

The City will promptly notify the applicant of any claim, action, or proceeding and will cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action, or proceeding, or the City fails to cooperate fully in the defense, the applicant shall not be responsible to defend, indemnify, or hold harmless the City.

In the event a legal challenge to a City permit, approval, conditional approval, environmental document, environmental clearance, mitigation plan, entitlement or any other document, proceeding, determination, or action related to the applicant's project is successful, and an award of attorneys' fees is granted against the City, the applicant shall be responsible to timely pay the full amount of such an award.

3. The approval shall become effective on the expiration of the appeal period, ten calendar days following the decision, unless an appeal to the City Council is filed. An appeal may be filed with the Community Development Director by filling out an Appeal Form accompanied by a fee of \$774.
4. This approval is also subject to return of the "Applicant Confirmation of Conditions of Approval" form signed by the property owner as incorporated in this Resolution as Exhibit D. Should an appeal period end on a Saturday, Sunday or holiday, the final day for filing an appeal shall be the following Monday, or the next business day following a holiday. If there is no appeal, this approval will be final on February 5, 2024.
5. The applicant is responsible for paying all charges related to the processing of this discretionary case application within 30 days of the issuance of the final invoice or prior to the issuance of building permits for this project, whichever occurs first. Failure to pay all charges shall result in delays in the issuance of required permits or the revocation of the approval of this application.
6. The date upon which the approval is final shall be considered the day of the imposition of the fees, dedications, reservations and exactions required by these conditions approval for the purposes of protesting the imposition pursuant to California Government Code Section 66020.
7. Expiration of this Approval. If no lease approved by the City or construction permits issued and commenced within two years of the date upon which this approval is final, the approval shall become null and void and of no effect (see American Canyon Municipal Code (ACMC) 19.42.030(A)). An

extension of time may be granted by the Community Development Director upon the written request by a responsible party before the expiration of the two-year period, provided that the Director can make the findings that there have been no substantial changes in the approved plans, and that there has been no change of circumstances which would prevent any of the required findings of approval to be made.

8. All plans submitted for review and approval and all development shall be in substantial conformance with the approved exhibits, except where modified by a condition of approval or property lease. The Community Development Director or designee may approve minor changes to the project as approved by the Planning Commission on the plans submitted for the construction permits with a determination that the changes are in substantial compliance with the representation of the project as reviewed by the Planning Commission and City Council, that the proposed change will be in compliance with the required development standards, and the change will not materially affect adjacent private or public property.
9. Prior to obtaining a building permit, all parties working on the project must obtain a business license from the City.
10. As described in the Project Narrative (Exhibit A to this Resolution), the Project may be constructed in phases.
11. As described in the Project Narrative (Exhibit A to this Resolution), the general hours of operation will be 7 days a week from 6:00 a.m. to 10:00 p.m., with general program hours from 9:00 a.m. to 6:00 p.m.
12. Business Operations shall comply with the Community Noise Ordinance as explained in ACOM Section 8.12. Exterior noise limits are explained below.

ACMC Table 8.12.070

Type of Land Use	Time Interval	Allowable Exterior Noise Level (dBA)
Residential Single and double	10 p.m. — 7 a.m.	50
	7 a.m. — 10 p.m.	60

13. Prior to issuance of each building permit, the applicant shall submit a Certificate of Compliance from the Napa Valley Unified School District (NVUSD). For more information contact NVUSD Developer Fees - developerfees@nvusd.org.
14. The Applicant is responsible to remove any graffiti that occurs on the site within 24 hours.
15. The Applicant is responsible to maintain the site free of all litter and debris and ensure that all facilities and grounds are properly maintained.
16. In the event any Native American human remains, grave goods, ceremonial items, and items of cultural patrimony are found in conjunction with development, including archaeological studies, excavation, geotechnical investigations, grading, and any ground disturbing activity, the “Yocha Dehe Wintun Nation Treatment Protocol for Handling Human Remains and Cultural Items Affiliated with the Yocha Dehe Wintun Nation” shall be implemented as included as Appendix A to the Housing Element Background Report.

Planning

17. The conditions of this Permit shall be printed on the first sheet of each plan set submitted for a building permit pursuant to this Conditional Use Permit, under the title "Conditional Permit Conditions". The second sheet may also be used if the first sheet is not of sufficient size to list all of the conditions. The sheet(s) containing the conditions shall be of the same size as those sheets containing the construction drawings; 8-1/2" by 11" sheets are not acceptable.
18. All new rooftop equipment on the office building shall be screened with one or more opaque roof screens equal in height to the top of the rooftop mechanical equipment subject to approval by the Community Development Director.
19. Signs for the project shall obtain sign permit approval from the Community Development Department. This requirement does not apply to traffic signs, building addressing or directional signs for wayfinding.
20. According to APMC Section 19.21.030(1)(3), the use of parking space tire stops is prohibited.
21. According to CBC Section 5.106.4.1.2, long term parking spaces must equal 5 percent of new motorized vehicle parking spaces. 30 parking spaces, 1.5 spaces, or 2 long-term bicycle parking spaces are required. Prior to the issuance of the first building permit, provide a minimum of 2 long-term bicycle parking spaces.
22. Prior to issuance of a building permit, the applicant shall demonstrate that all exterior lighting shall be shielded as appropriate to direct light downward and avoid light spillage or glare from the project site.

Landscape and Irrigation Plans

23. Prior to the issuance of the Building Permit, the applicant shall provide a Landscape Plan. The landscape plan shall comply with the requirements of the California Government Code 65591 et. seq. known as the Water Conservation in Landscaping Act as set out in the model water efficient landscape ordinance adopted by the California Department of Water Resources and amended in 2015. All plant material shall be served by a city-approved automatic irrigation system.
24. All trees shall be 15 gallons in size or larger.
25. Prior to the issuance of a certificate of occupancy, all landscaping shall be completed and the project's landscape architect shall provide a written certification that all plant materials have been installed in accordance with the approved landscape plan.
26. All planting shall be maintained in good growing condition. Such maintenance shall include, where appropriate, pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. Whenever necessary, planting shall be replaced with other plant materials to ensure continued compliance with applicable landscaping requirements. Required irrigation systems shall be fully maintained in sound operating condition with heads periodically cleaned and replaced when missing to insure continued regular watering of landscape areas, and health and vitality of landscape materials.
27. All tree stakes and ties shall be removed within one year following installation or as soon as trees are able to stand erect without support.
28. Clear sight triangles shall be maintained at all driveways. Low-lying plantings and other site fixtures, including signs, shall be no taller than 30 inches within the site's vision triangles.

Building and Safety

29. Consistent with the California Building Code (ACMC Title 19), a building permit is required for many new and modified site components, such as:
 - a. Interior and exterior building renovations.
 - b. Exterior lighting.
 - c. Pedestrian bridge over the demonstration wetland.
 - d. Gas-fired fire pit.
 - e. Trash Enclosure.
 - f. Fences over 7 feet tall.
 - g. Art sculpture(s).
 - h. EV Charging Stations.
 - i. PV Solar systems.
 - j. Retaining walls.
 - k. Shade Structures, Patio covers, play equipment, Etc.
 - l. Structures that obtain a permit from the Public Works Dept.
 - m. Monument Signs and wall-mounted signs
30. Prior to the final inspection, the applicant shall submit a letter of certification to the Building Official from the project architect, civil engineer, and landscape architect certifying that all improvements have been constructed in accordance with the approved building plans.
31. Construction and grading activities on the site shall be limited to between 7:00 a.m. and 6:00 p.m. Monday through Friday. Work between the hours of 6:00 pm and 7:00 am and work on weekends and holidays requires prior written approval from the Building Official. If weekends and holiday work is approved construction and grading activities on the site shall be limited to between 8:00 a.m. to 6:00 p.m. on Saturdays, and between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.
32. Recycling of Construction and Demolition Debris: Prior to issuance of a building permit, the applicant shall submit a plan for the diversion of at least 70 percent of the debris from the building demolition and construction. The plan shall include the qualified recycler that will be used, the methods of managing diversion of construction materials on site, and the proposed documentation that will be submitted to confirm that the diversion goal has been met.
33. Deferred Submittals: Prior to issuance of a building permit, the applicant shall submit a request to the Chief Building Official for any proposed deferred submittals on a form provided by the Building and Safety Division. The Deferred Submittal request shall include a justification for each proposed deferred submittal. The Chief Building Official shall issue a determination on each proposed deferred submittal request.
34. Accessibility: Prior to the final inspection, a Certified Access Specialist (CASP) shall submit a letter certifying that all improvements have been constructed in compliance with applicable state and federal accessibility standards. Determination of consistency shall be subject to the review and approval of the Building Official.

Fire District

35. New and modified buildings shall conform to requirements set forth in the currently adopted editions of the California Building Code, California Fire Code, as amended by the City of American Canyon and American Canyon Fire Protection District, and Nationally Recognized Standards.
36. There shall be no deferred submittals for fire protection equipment and related utilities. Fire protection plans shall not be attached to or bound with the building plan submittal package. This includes but is not limited to Automatic Fire Sprinkler, Fire Alarm, Fixed Fire Protection and Civil plans.
37. All Fire related underground piping and fire appurtenances shall be shown on the Civil plan submittal. In addition to the Civil plan submittal, at least (1) plan set under separate cover shall be submitted to American Canyon Building Division for routing to the American Canyon Fire Protection District detailing all underground piping and related fire appurtenances including but not limited to underground piping, underground sweep detail, underground trench details showing depth of burial, type of backfill, manufacturer's specifications of piping, valves joints, fittings and calculated size and locations of thrust blocks, hydrants locations (designate public or private), gate shut-off valves, PIV's, FDC's, fire pumps, fire pump and/or riser rooms.
38. Underground utility contractor, architect and fire sprinkler contractor shall coordinate the location of risers and control valves prior to the issuance of a building permit.
39. Fire Department plan review shall be based on the information submitted at the time of permit application. Any changes to the approved/permitted scope of work including additions, alterations, demolition, repair or a change in occupancy/use may impact the project requirements, including but not limited to the installation of additional fire protection systems or components.
40. An approved water supply capable of supplying the required fire flow for fire protection systems shall be provided to all premises upon which facilities or buildings are hereby constructed or moved into or within the City. Required fire flow and hydrant distribution shall be in accordance with Appendix B and C of the California Fire Code. Applicant shall demonstrate on plan submittal; square footage of each building on plan and provide the required fire flow information. Applicant shall demonstrate that the number and spacing of onsite fire hydrants meets the California Fire Code.

BUILDING FIRE FLOW REQUIREMENTS – CFC TABLES B105.2 & B105.1(2)

INFORMATION BELOW IS A SAMPLE AND FOR REFERENCE ONLY

Table B105.1(2) – Building size = 129, 600 square feet
Construction type = Type IIA
FF = 5,250 gpm at 20 psi
Duration = 4 hours

Table B105.2 – Fire sprinkler allowance = - 50%
5,250 – 2,625 = 2,625 gpm
FF = 2,625 gpm @ 20 psi
Duration = 2 hours

Table CC105.1 – Approximate number of hydrants = 3
Average spacing = 400 feet + 25% allowable increase = 500
Maximum distance from street or frontage = 225 feet = 50% allowable
increase = 337.5

41. Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the City of American Canyon and the applicable National Fire Protection Association Standard.
42. The fire protection equipment shall be located within an interior room having an approved exterior access door or in an exterior enclosure attached to the building, specifically, for the purpose of housing such equipment.
43. Fire Apparatus Access Roads shall be designed in accordance with provisions set forth in the California Fire Code Chapter 5 and Appendix D as amended by the City of American Canyon and the applicable Public Works Standard.
44. Fire apparatus access roads shall have an unobstructed minimum width of 20 feet (curb to curb) and a minimum unobstructed vertical clearance of 13' 6". They shall have an all-weather paved surface capable of supporting a GVW of 71,000 pounds. Where hydrants are provided – the width shall be a minimum of 26-feet.
45. Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction. Fire apparatus access shall be provided to within 150 feet of the most remote portions of all building from an approved exterior route. If this cannot be achieved fire apparatus turnarounds will be needed.
46. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Vertical traffic calming in the form of speed pumps, humps or dips are prohibited along fire access roads without prior approval of the fire Code Official. The minimum width and clearances established in Section 503.2.1 shall be maintained at all times.
47. When required by the Fire Chief, fire apparatus access roads shall be designated as Fire Lanes and appropriate signs and/or markings installed in accordance with the California Vehicle Code and approved City standards.
48. Where applicable improvement plan submittals for permit shall include locations of fire lane red curbing and fire lane signage. Please refer to and include City Public Works Standard FP-2A & 2B with plan submittals for permitting.
49. The City of American Canyon requires that a fire hydrant be in service within 250 feet of the furthest point of construction prior to the stockpiling of combustible materials for the beginning of construction.
50. Fire Department Connections (FDC) shall be located not more than 100 ft. from the nearest fire hydrant.

Public Works (General)

51. The Applicant shall be responsible for all City plan check and inspection costs. The Applicant shall establish a Developer Deposit Account with the City upon the initiation of plan check services. The amount of the initial deposit shall be determined by the City Engineer. Additional funds may be required based upon actual costs.
52. All improvements shall be designed in accordance with the American Canyon Municipal Code (ACMC), City of American Canyon Engineering Standard Plans and Specifications for Public Improvements (City Standards), except as specifically noted otherwise in these conditions.

53. All new utilities to serve the project shall be placed underground. Exceptions may be allowed for surface mounted transformers, pedestal mounted terminal boxes and meter cabinets.
54. A detailed Soils Investigation/Geotechnical Report shall be prepared and submitted for review. The report shall address, at a minimum, potential for liquefaction, R-values, expansive soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.
55. A drainage report prepared by a California Registered Civil Engineer shall be submitted for review with the initial submittal of the Improvement Plans. The report shall include detailed hydrologic and hydraulic calculations to support the design and sizing of all public and private drainage facilities including storm drains and detention facilities. The report shall address existing downstream storm drain facilities and hydraulic conditions which may impact the design of proposed facilities and improvements.
56. A final detailed post-construction Stormwater Control Plan (SWCP) that identifies and sizes all permanent post-construction stormwater treatment BMPs shall be prepared and submitted for review and approval. The SWCP shall be prepared in accordance with the latest edition of the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual and the requirements of the State Water Resources Control Board Phase II Municipal Separate Storm Water System (MS4) General Permit (Order 2013-0001 DWQ). It is the City's discretion whether to accept alternative treatment facilities other than bioretention.
57. A Post Construction Stormwater Operations and Maintenance Plan that includes a plan sheet showing all storm drain and water quality infrastructure that is to be maintained, along with detailed instructions and schedules for the ongoing maintenance and operation of all post-construction stormwater BMPs shall be submitted for review and approval by the City Engineer. Once approved, the property owner(s) shall enter into an agreement with the City that provides the terms, conditions, and security associated with the ongoing requirements of the post-construction Stormwater Best Management Practices.
58. The Applicant shall submit site Improvement Plans, prepared by a registered Civil Engineer, for review and approval of the City's Public Works Department. **Please be aware that this is separate submittal from the building permit application.** The final plan set shall include all civil, landscape and joint trench drawings under a single cover sheet. No final grading or other construction shall be performed until the Improvement Plans have been approved. The Applicant shall not begin clearing, grubbing, or rough grading at the site prior to approval of the Improvement Plans, unless explicitly approved by the City of American Canyon through the standard grading and utilities only permit process. An Encroachment Permit is required for any work within City right of way. Encroachment Permits will not be issued prior to the approval of the Improvement Plans.
59. The existing fire service shall be equipped with an approved backflow prevention device.
60. The backflow prevention device shall have cathodic protection.
61. The Applicant shall keep adjoining public and private streets free and clean of project dirt, mud, materials, and debris during the construction period in accordance with an approved SWPPP and Erosion and Sediment Control Plan using appropriate BMPs and as is found necessary by the City Engineer.
62. If any hazardous material is encountered during the construction of this project, all work shall be immediately stopped and the Fire Department, Napa County Department of Environmental Services

or other designated agency, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all these agencies.

63. Where soil or geologic conditions encountered in grading operations are different from that anticipated in the soil and/or geologic investigation report, or where such conditions warrant changes to the recommendations contained in the original soil investigation, a revised soil or geologic report shall be submitted for approval by the City Engineer. Additionally, if field conditions warrant installation of any subdrains, the location, size and construction details must be provided to the City for review and approval prior to construction.
64. All streets, curbs, gutters, sidewalks or other public facilities damaged in the course of construction associated with this Project shall be the responsibility of the Applicant and shall be repaired to the satisfaction of the City at the Applicant's expense.
65. All construction stormwater pollution prevention best management practices (BMP's) shall be installed as the first order of work and in accordance with the *State Water Resources Control Board's General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ, as amended)*, the Applicant's Storm Water Pollution Prevention Plan (SWPPP), and the City's Erosion and Sediment Control Plan in accordance with the City's MS4 Permit. All stormwater BMP's shall be maintained to the satisfaction of the Qualified SWPPP Developer (QSD), Qualified SWPPP Practitioner (QSP), and the City Engineer.
66. All landscaping shall be designed to use recycled water for irrigation. Recycled water landscaping shall be designed to comply with California Code of Regulations Title 22 and shall include design details to prevent runoff of recycled water. The irrigation system shall include an ET/SMART controller.

Public Works Special Conditions of Approval

67. The Applicant shall submit Improvement Plans prepared by a registered Civil Engineer (Engineer of Record) in substantial conformance with the preliminary Design Permit Plans for Napa River Ecology Center prepared by RIM Architects dated November 3, 2023 (referred to hereafter as Preliminary Plans), except as modified by these conditions.
68. Improvement Plans shall be tied to the State of California coordinate system.
69. The Applicant shall construct all the on-site private drive aisles, parking spaces, walkways, storm drainage and stormwater quality and landscaping "**Private Improvements**" generally shown on the Preliminary Plans and more specifically described below. All private drive aisles, parking spaces, walkways, storm drainage and stormwater quality improvements shall be designed in accordance with the City of American Canyon Engineering Standard Plans and Specifications for Public Improvements (City Standards), except as specifically noted otherwise in these conditions.

- a. Storm Drain Facilities:

Construct private on-site drainage facilities, detention facilities, and other appurtenances to collect and convey all surface drainage to an approved private storm drain facility or outfall. Onsite drainage facilities shall provide for the positive drainage of all adjacent upstream or upgrade properties to prevent ponding. Existing run-on from adjacent properties shall not be obstructed and shall be conveyed onsite. Off-site peak storm water discharge shall not exceed 90% of the undeveloped peak flow from the 24-hour, 100-year event. The sizing of all storm drains and detention facilities shall be determined by the approved final drainage report.

b. Stormwater Quality Facilities:

Permanent on-site private post-construction stormwater treatment BMPs shall be designed and constructed in accordance with the approved final SWCP. Runoff from all roof drains shall be conveyed to the onsite stormwater treatment facilities.

- c. Locate any monument signs such that they do not create sight obstructions for vehicles exiting the site.
- d. Trash enclosure shall be designed in accordance with the American Canyon Trash Enclosure Standards. Trash enclosures shall also be coordinated with Recology.

70. Prior to SUBMITTAL OF THE IMPROVEMENT PLANS, the Applicant shall:

- a. Submit the City's "Improvement Plan Checklist".
- b. Pay an initial cash deposit for City plan check services in amount to be determined by the City prior to the time of submittal. The Project engineer shall contact City staff to discuss submittal details to determine the initial deposit amount. This deposit shall also cover the cost of a third-party review of the Trip Generation Analysis.
- c. Provide the following:
 - i. Construction Storm Water Pollution Prevention Plan (SWPPP) and a City Erosion and Sediment Control Plan (ESCP)
 - ii. Drainage Report
 - iii. Post-Construction Stormwater Control Plan (SWCP)
 - iv. Geotechnical Report

71. Prior to APPROVAL OF THE IMPROVEMENT PLANS, the Applicant shall:

- a. Provide written acknowledgment by the Geotechnical Engineer of Record that the Plans incorporate all design and construction criteria specified in the Geotechnical Report.
- b. Complete and submit the City's Erosion and Sediment Control Plan (ESCP) Template. Applicant may refer to a SWPPP, as appropriate, by referencing page number within the SWPPP that addresses the requirements of the ESCP.
- c. Submit a copy of the Notice of Intent and WDID# for coverage under the State Water Resources Control Board' General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ).

72. Prior to COMMENCEMENT OF CONSTRUCTION ACTIVITIES, the Applicant shall:

- a. Pay off all current account balances with the City of American Canyon.
- b. Conduct a pre-construction meeting with representatives of the City whereby the Applicant, the Legally Responsible Party (LRP), Qualified SWPPP Practitioner (QSP), Qualified SWPPP Developer (QSD), and/or the Contractor provides the following:
 - i. One (1) job-site copy of the latest edition of the City Standards for the Contractor use.
 - ii. One (1) job-site copy of the SWPPP for use by the LRP, QSP, QSD, and Contractor.
 - iii. Electronic copies of Improvement Plans and SWPPP

73. Prior to APPROVAL OF A BUILDING PERMIT, the Applicant shall:

- a. Pay all account balances and current City and American Canyon Fire District fees based on the rates in effect at the time of permit issuance.

74. Prior to CERTIFICATE OF OCCUPANCY, the Applicant shall:

- a. Restore all adjacent off-site road surfaces damaged during construction to pre-project conditions.
- b. Submit a certification by the Geotechnical Engineer of Record that all the work has been completed in substantial conformance with the recommendations in Soils Investigation/Geotechnical Report.
- c. Provide a digital copy of the Improvement Plans that include all as-built or field changes, in AutoCAD Civil 3D (.dwg), void of any AutoCAD blocks format preventing full editing capabilities of the drawings, compatible with the City's current Civil 3D version, tied to the NAD83 (California Zone 2, feet) coordinate system and (.pdf) format.
- d. Provide a letter stating that all of the Developer's Conditions of Approval have been met.
- e. Provide a letter from the Civil Engineer of Record certifying that all the site improvements were constructed and inspected in substantial conformance with the approved plans and City Standards.
- f. Enter into and record a post-construction Stormwater Operations and Maintenance Agreement with the City.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Planning Commission of the City of American Canyon held on the 25th day of January, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Brando Cruz, Chair

ATTEST:

APPROVED AS TO FORM:

Nicolle Hall, Administrative Technician

William D. Ross, City Attorney

EXHIBITS:

- A. Project Narrative
- B. Design Permit Plans
- C. Landscaping Plans
- D. Applicant confirmation of Conditions of Approval



EXHIBIT D
Applicant Confirmation of Conditions of Approval
Napa River Ecology Center Design Permit
(FILE NO. PL23-0019)

As shown by my signature below, I confirm that I understand and agree to abide by the conditions of approval included in the Planning Commission Resolution dated January 25, 2024.

Applicant's signature

Date

Applicant's name

Property Owner's signature

Date

Property Owner's name

Please return signed confirmation to the City of American Canyon Community Development Department,
4381 Broadway, Suite 201, American Canyon, CA 94503



American Canyon Community & Parks Foundation
NAPA RIVER ECOLOGY CENTER
205 Wetlands Edge Road, American Canyon, California 94503

PROJECT NARRATIVE
DESIGN PERMIT SUBMITTAL
09/08/23

Summary

The City Corporation Yard located at 205 Wetlands Edge Road in American Canyon is currently occupied by the American Canyon Public Works department. This department is relocating to another facility and the City of American Canyon is offering this existing facility to American Canyon Community & Parks Foundation (ACCPF) on a long-term lease basis to develop and operate an Ecology Center.

Proposed Uses and Improvements

The site will be developed for various indoor and outdoor instructional uses and other community activities. Effort will be made to create a safe, interesting learning environment that is accessible to all members of the community. The site's unique location will be explored to enhance the natural setting. The existing 2-story building will be renovated to provide classroom/instructional activities on the first level and ACCPF's offices, offices for other mission aligned groups and other multipurpose uses on the second level. An outdoor deck overlooking the wetlands will provide an area for community and private events.

The Ecology Center will be a hub of education, nature art, and science programs for American Canyon, Napa, and entire Bay Area. The primary focus will be on conservation and environmental science with a secondary focus on nature art and wellness programs. The center's programs will engage the community and provide opportunities to learn about American Canyon's important role in the Napa River watershed. The site is uniquely poised as a hub for environmental education based on the proximity to the Wetlands and opportunities for hands on learning.

Site Program

- Maker's Space – artist workshop, focus on environmental art
- Teaching gardens
- Nature playground and/or loose parts nature play
- Outdoor "natural" kitchen and pizza oven (no commercial kitchen)
- Walking paths
- Interpretive signage

- “Parent/adult area” - gathering, firepits
- Outdoor deck looking west over wetlands
- Outdoor hand washing area
- Pedestrian access from Wetlands Edge Road
- Overflow parking
- Community gathering space
- Outdoor classroom pavilion with solar panels
- Fire truck access

Building Program

- Indoor/Outdoor flexible gathering/classroom areas
- Reception desk with branding/donor wall
- All gender restrooms
- Elevator
- Storage room for tables and chairs
- High storage for classroom materials
- Information kiosk
- Rolling tables
- Event space/Conference room/multi-purpose room with pantry
- Private offices and open office area for ACCPF

Project Design Goals

- Reuse existing site items to extent feasible
- Be as green/eco-friendly as possible
- Design so costs reductions could be achieved with minimal change
- Include safe but open outdoor areas for children
- Program, event areas should give kids freedom to roam but still be safe from roads, stairs etc.
- Create sense of entry and openness into site from Wetland Edge Rd directly into site and to front entry
- Consider sun and wind in design, particularly for garden beds
- Improve look of building to present as an eco-friendly building
- Improve view from the street
- Create a unique look tied in with eco-friendly character and aesthetic improvement for surrounding homeowners and public at large
- Build in ability for green improvements that may not be financially feasible at first but could be incorporated later.
- Flexible space on inside of ground floor for programming, preserve open feel, use modular furniture
- Minimize budget/costs to greatest extent possible
- Flexible outdoor area at rear that can be secure and used for variety of events

- Screen to greatest extent utility features remaining on site (generator, sheds, fuel pump, utility building, etc.)
- Create a parking lot near front of building, but not too close to entry
- Balance parking with pick up/ drop off
- Consider a one way in and out driveway
- Create overflow parking adjacent to the site
- Consider outdoor deck off 2nd floor to rear to take advantage of views and serve as viewing deck and entertainment area
- Consider improvements/modifications to improve functionality of stairs to 2nd floor with elevator (if needed) and connection to a deck
- Consider parking needs for groups and identify overflow parking
- Security features - ability to prohibit access from the public after hours or when closed, while preserving walking paths if possible. Consider a combination of decorative and secure fencing.
- Wetland's berm - utilize in design for viewing, education, or playing. Keep as natural protection against sea level rise
- Incorporate access needs for all

Building Square Footage by Uses

1st Floor:

- Student Activity Area = 1,234 sf
- Storage = 209 sf
- Utility = 288 sf
- Circulation = 281 sf

Total gross 1st floor area = 2,250 sf

2nd Floor:

- Event area = 352 sf
- Offices = 1,065 sf
- Utility = 210 sf
- Circulation = 390 sf

Total 2nd floor gross area = 2,250 sf

Outdoor deck = 743 sf

Anticipated Number of Users

Average daily users = 90

Average weekend users = 60

Hours of Operations

The general hours of operation will be 7 days a week from 6:00 a.m. to 10:00 p.m., with general program hours from 9:00 a.m. to 6:00 p.m.

What does the Project have to offer?

With environmental concerns at an all-time high, ACCPF is leading the way for community conservation efforts. The Napa River Ecology Center at the American Canyon Wetlands will:

- provide a home for environmental education, nature art, and science programs for students and community members in Napa County and beyond
- strengthen American Canyon as a leader in environmental leadership, research, and programming
- harness the power of our diverse community to further the conservation movement.
- "root" our families in nature and develop the next generation of nature lovers who will help solve our most complex environmental issues.

ACCPF plans to use the site for development, operation, maintenance and repair of the Project and all related uses, including both indoor and outdoor environmental education, public and private events, gatherings, community programs and fundraisers consistent with the ACCPF mission as a non-profit foundation. Commercial uses in support of mission-aligned organizations, businesses or community groups which are approved by the City in advance in its reasonable discretion, and for no other use without City's consent. City will still have some presence on the site as they own the property and will retain certain sewer facilities on the site. City will have the right to access the site to test, maintain and repair the generator located on the site; use and maintain the existing pump house building located on the premises; and maintain the emergency overflow pond.

ACCPF is a 501c3 non-profit organization with a proven track record of identifying community needs, starting programs to fill those needs, and sustaining them with community support. Since 2015, ACCPF has contributed to our community through park improvements, scholarships/sponsorships, and other community programs. Because of this reliable growth – community residents, local government, and businesses support and invest in ACCPF. The foundation is highly regarded as a provider of quality programs that fit unique health and education needs of the community and has been described as "leading the charge" in American Canyon and are looked up to as leaders in environmental education, after school enrichment, health, and wellness.

ACCPF is exceptional at engaging the community and producing quality educational and outdoor programs. The foundation strives for social equality and is committed to bringing these programs to low-income families and children who need them the most. Recently, ACCPF identified a gap in environmental education and arts enrichment programs and stepped up as a viable non-profit partner to help expand these learning opportunities. Conservation programs are in high demand, allowing students to take classroom concepts and apply them outdoors where they can improve their academic performance and consider careers in environmental science.

ACCPF excels at identifying and filling service gaps related to our vision and is committed to helping children through the long-term success of our programs. In short, our core mission is to utilize the outdoors as a method of improving education and community health. Developing this Wetlands Ecology Center is a natural extension of our programming success.

How will the Project meet or exceed City Goals, Objectives, and Requirements?

The Napa River Ecology Center is located in the P (Public) Zoning District of the City of American Canyon. This district was created in the General Plan to serve Public and Institutional needs of the residents of American Canyon. Public and quasi-public use types include utility, educational, cultural, medical, protective, governmental, and other uses which are strongly vested with public or social importance. Because this use is a permitted use a conditional use permit will not be required.

This Ecology Center will serve the needs of the residents in environmental education and will offer various programs for the benefit of the community. It is a community based environmental center that harnesses the power of diversity to strengthen the local conversation movement.

The site is a regional hub for environmental education based on its proximity to the wetlands and opportunities for hands on learning. The center will provide equitable access to education, art and science programs that foster a connection between our communities and the natural world.

Project Phasing

The goal is to complete the project in one single phase, but that is dependent on funding and costs. Therefore, we have planned the construction in three (3) potential phases if necessary to reflect funding and project costs. The construction will be accomplished in distinct self-contained phases. This is because all funding required for the project may not be available at the start of construction. Each phase when completed will not rely on a future phase for code compliance.

Following three (3) phases are conceptualized but are subject to change in future:

PHASE 1 (estimated to be completed by summer of 2025)

- Entry Driveway
- Parking
- West side outdoor improvements
- Complete 1st level building build out, expect elevator
- Fire truck access
- East courtyard
- Maker’s space
- Flexible space area
- Bus drop-off



PHASE 2 *(estimated to be completed by fourth quarter of 2025)*

- Pedestrian connection to public sidewalk
- Bridge feature
- Demonstration wetland
- Existing berm modifications

PHASE D *(estimated to be completed by summer of 2026)*

- Outdoor deck and connector
- Elevator
- Exterior stair access

DESIGN PERMIT APPLICATION EXHIBITS

Attachment 1, Exhibit B:
Design Permit Plans



SUBMITTED TO



Project File No. PL23-0019



NAPA RIVER ECOLOGY CENTER

AMERICAN CANYON COMMUNITY & PARKS FOUNDATION

205 Wetlands Edge Road, American Canyon, California 94503

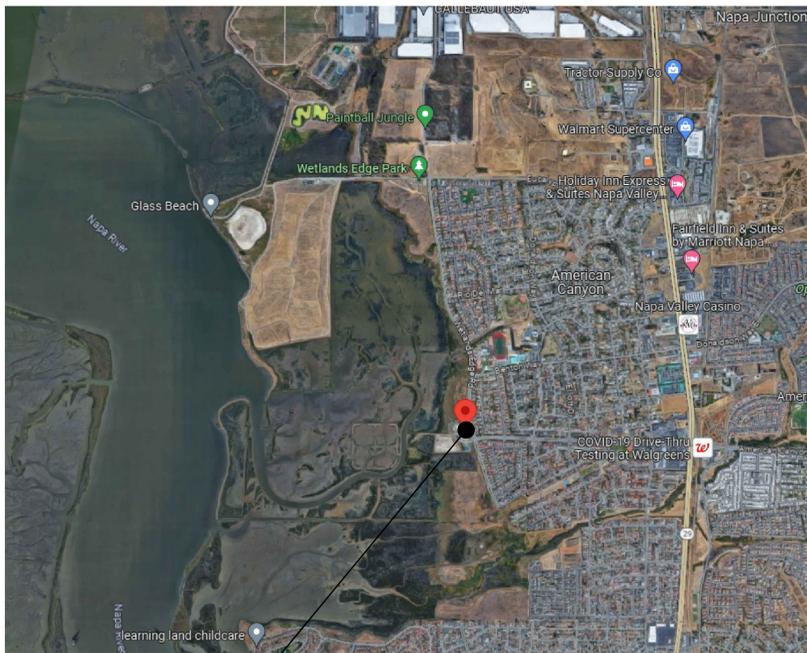
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DESIGN PERMIT

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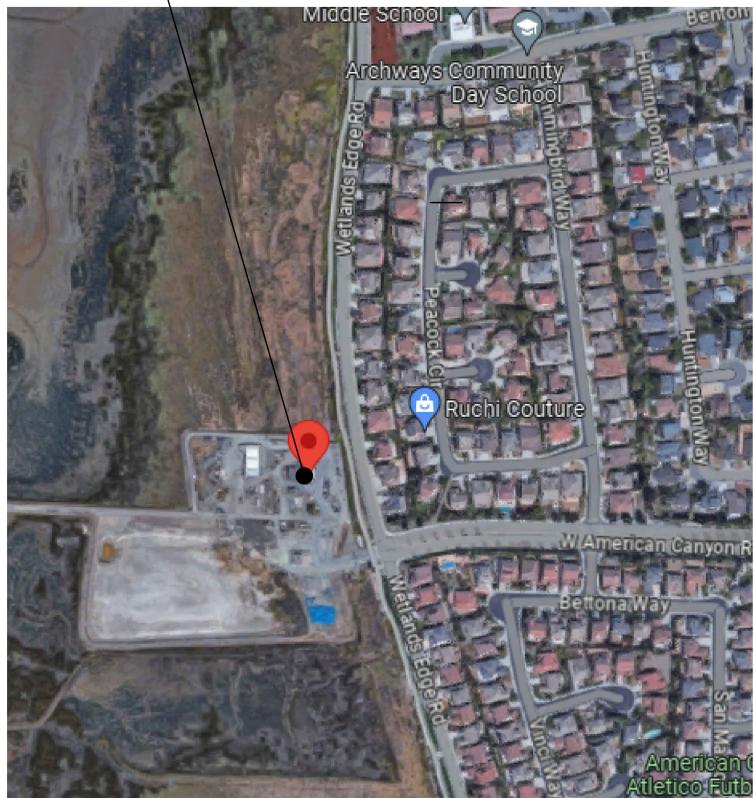
VICINITY MAP



not to scale

SUBJECT SITE

LOCATION MAP



not to scale

PROJECT DATA

PLANNING DATA

ADDRESS: 205 WETLANDS EDGE RD, AMERICAN CANYON, CA 94503
 APN: 058-040-018, 058-571-015, 058-050-046 & 058-050-048
 ZONING: P (PUBLIC) DISTRICT
 PERMITTED USES: COMMUNITY & RECREATION ACTIVITIES
 DEVELOPMENT STANDARDS: NOT DEFINED IN THE MUNICIPAL CODE
 PARKING REQUIREMENTS: NOT DEFINED IN THE MUNICIPAL CODE

EXISTING BUILDING DATA

ORIGINALLY CONSTRUCTED: 1990
 CONSTRUCTION TYPE: TYPE III-B (CMU STRUCTURE)
 NO. OF STORIES: TWO (27'-6" HIGH)
 GROSS FLOOR AREAS: 1ST FLOOR = 2,250 SF
 2ND FLOOR = 2,250 SF
 BUILDING FOOTPRINT: 75 FEET X 30 FEET
 SEISMIC ZONE: ZONE 4 (WIND 70 MPH)

PROJECT TEAM

PROPERTY OWNER: CITY OF AMERICAN CANYON
 TENANT: AMERICAN CANYON COMMUNITY AND PARKS FOUNDATION
 CONTACT: JANELLE SELICK
 janelle@acparks.org
 ARCHITECT: RIM ARCHITECTS
 CONTACT: MICHELLE JONES
 mjones@rimarchitects.com
 NAVEEN MATHUR
 nmathur@rimarchitects.com
 LANDSCAPE: RHAA
 CONTACT: MEGAN DALE
 megan.dale@rhaa.com
 CIVIL: RSA+
 CONTACT: JEREMY SILL
 jsill@rsacivil.com

PROJECT SUMMARY

THE CITY CORPORATION YARD BUILDING LOCATED AT 205 WETLANDS EDGE ROAD IN AMERICAN CANYON IS CURRENTLY OCCUPIED BY THE AMERICAN CANYON PUBLIC WORKS DEPARTMENT. THIS DEPARTMENT WILL BE RELOCATING TO ANOTHER FACILITY AND THE CITY OF AMERICAN CANYON IS OFFERING THIS EXISTING FACILITY TO AMERICAN CANYON COMMUNITY & PARKS FOUNDATION (ACCPF) ON A LONG-TERM LEASE BASIS TO DEVELOP AND OPERATE AN ECOLOGY CENTER, WHICH WILL BE A HUB OF ENVIRONMENTAL EDUCATION, NATURE, ART, AND SCIENCE PROGRAMS FOR THE COMMUNITY OF AMERICAN CANYON, NAPA AND THE ENTIRE BAY AREA.

THE SITE WILL BE DEVELOPED FOR VARIOUS INDOOR AND OUTDOOR INSTRUCTIONAL USES AND OTHER COMMUNITY ACTIVITIES. EFFORT WILL BE MADE TO CREATE A SAFE, INTERESTING LEARNING ENVIRONMENT THAT IS ACCESSIBLE TO ALL MEMBERS OF THE COMMUNITY. THE SITE'S UNIQUE LOCATION WILL BE DESIGNED TO CREATE A NATURAL SETTING. THE EXISTING 2-STORY BUILDING WILL BE RENOVATED TO PROVIDE CLASSROOM / INSTRUCTIONAL ACTIVITIES ON THE FIRST LEVEL AND ACCPF'S OFFICES AND OTHER MULTIPURPOSE USES ON THE SECOND LEVEL.

SHEET INDEX

G001	COVER PAGE
G002	PROJECT DATA & SHEET INDEX
AE101	SITE PHOTOS
AS101	SITE PLAN
AS102	PHASING PLAN
AS103	SITE RENDERINGS
AS104	SITE RENDERINGS
AS105	SITE RENDERINGS
LS101	LANDSCAPE PLAN
AG101	GREEN ELEMENTS
A101	FLOOR PLAN
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A201	BUILDING ELEVATIONS
A202	BUILDING ELEVATIONS
A301	STREET VIEW
A302	BUILDING RENDERINGS

project data & sheet index



NAPA RIVER ECOLOGY CENTER

AMERICAN CANYON COMMUNITY & PARKS FOUNDATION

205 Wetlands Edge Road, American Canyon, California 94503

11.03.23

G002

DESIGN PERMIT

rhaa RIM



Existing Corporation Yard building - view from the entry driveway



Rear view of the wetlands area



Rear view of the site



Existing Corporation Yard building - front view



Existing Corporation Yard building - rear view with pump house

site photos



NAPA RIVER ECOLOGY CENTER

AMERICAN CANYON COMMUNITY & PARKS FOUNDATION

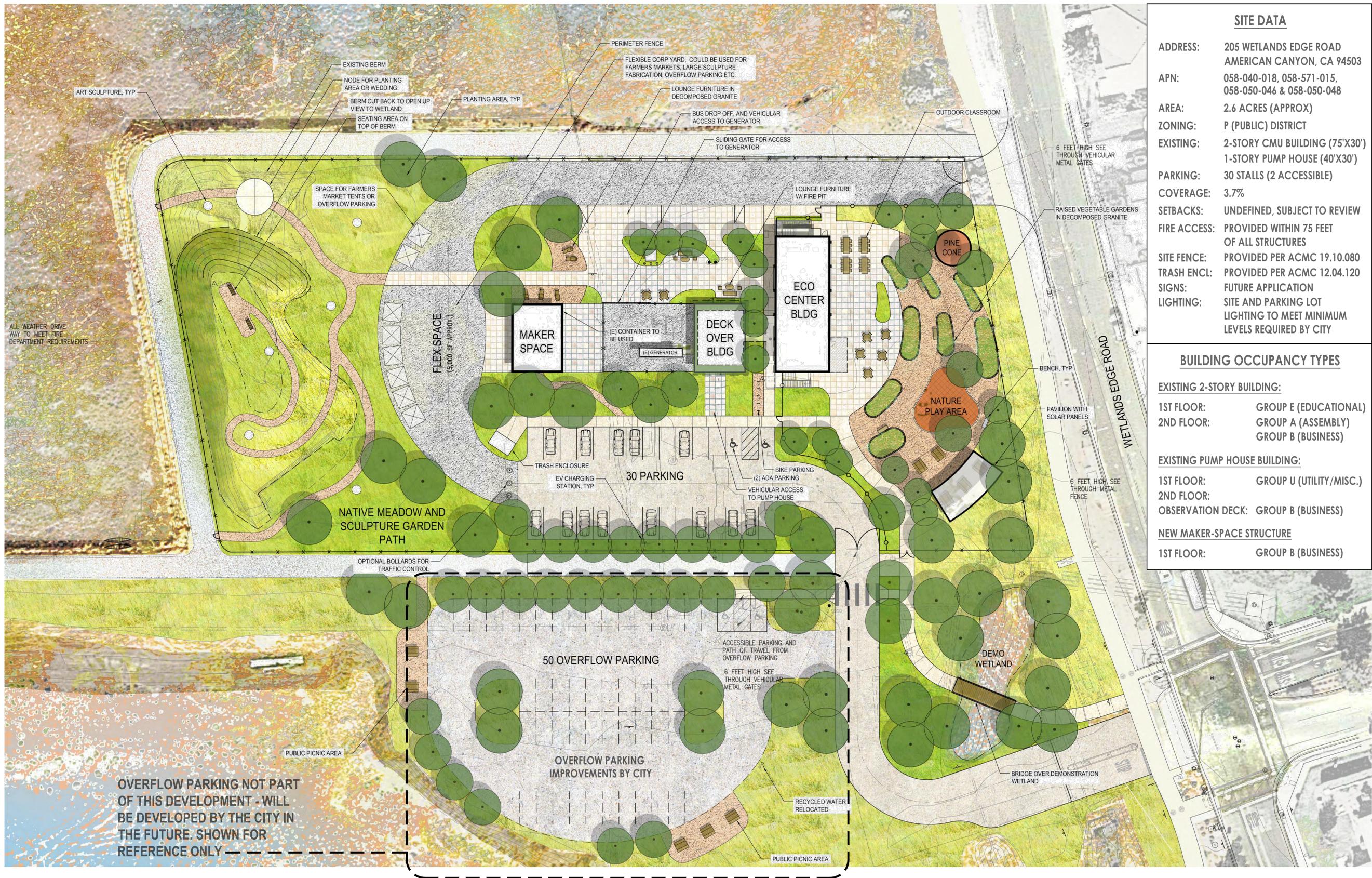
205 Wetlands Edge Road, American Canyon, California 94503

11.03.23

AE101

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SITE DATA	
ADDRESS:	205 WETLANDS EDGE ROAD AMERICAN CANYON, CA 94503
APN:	058-040-018, 058-571-015, 058-050-046 & 058-050-048
AREA:	2.6 ACRES (APPROX)
ZONING:	P (PUBLIC) DISTRICT
EXISTING:	2-STORY CMU BUILDING (75'X30') 1-STORY PUMP HOUSE (40'X30')
PARKING:	30 STALLS (2 ACCESSIBLE)
COVERAGE:	3.7%
SETBACKS:	UNDEFINED, SUBJECT TO REVIEW
FIRE ACCESS:	PROVIDED WITHIN 75 FEET OF ALL STRUCTURES
SITE FENCE:	PROVIDED PER ACMC 19.10.080
TRASH ENCL:	PROVIDED PER ACMC 12.04.120
SIGNS:	FUTURE APPLICATION
LIGHTING:	SITE AND PARKING LOT LIGHTING TO MEET MINIMUM LEVELS REQUIRED BY CITY

BUILDING OCCUPANCY TYPES	
EXISTING 2-STORY BUILDING:	
1ST FLOOR:	GROUP E (EDUCATIONAL)
2ND FLOOR:	GROUP A (ASSEMBLY) GROUP B (BUSINESS)
EXISTING PUMP HOUSE BUILDING:	
1ST FLOOR:	GROUP U (UTILITY/MISC.)
2ND FLOOR:	OBSERVATION DECK: GROUP B (BUSINESS)
NEW MAKER-SPACE STRUCTURE	
1ST FLOOR:	GROUP B (BUSINESS)

OVERFLOW PARKING NOT PART OF THIS DEVELOPMENT - WILL BE DEVELOPED BY THE CITY IN THE FUTURE. SHOWN FOR REFERENCE ONLY

site plan



NAPA RIVER ECOLOGY CENTER

AMERICAN CANYON COMMUNITY & PARKS FOUNDATION

205 Wetlands Edge Road, American Canyon, California 94503

Scale: 1" = 20'-0"
(when printed 30"x42")

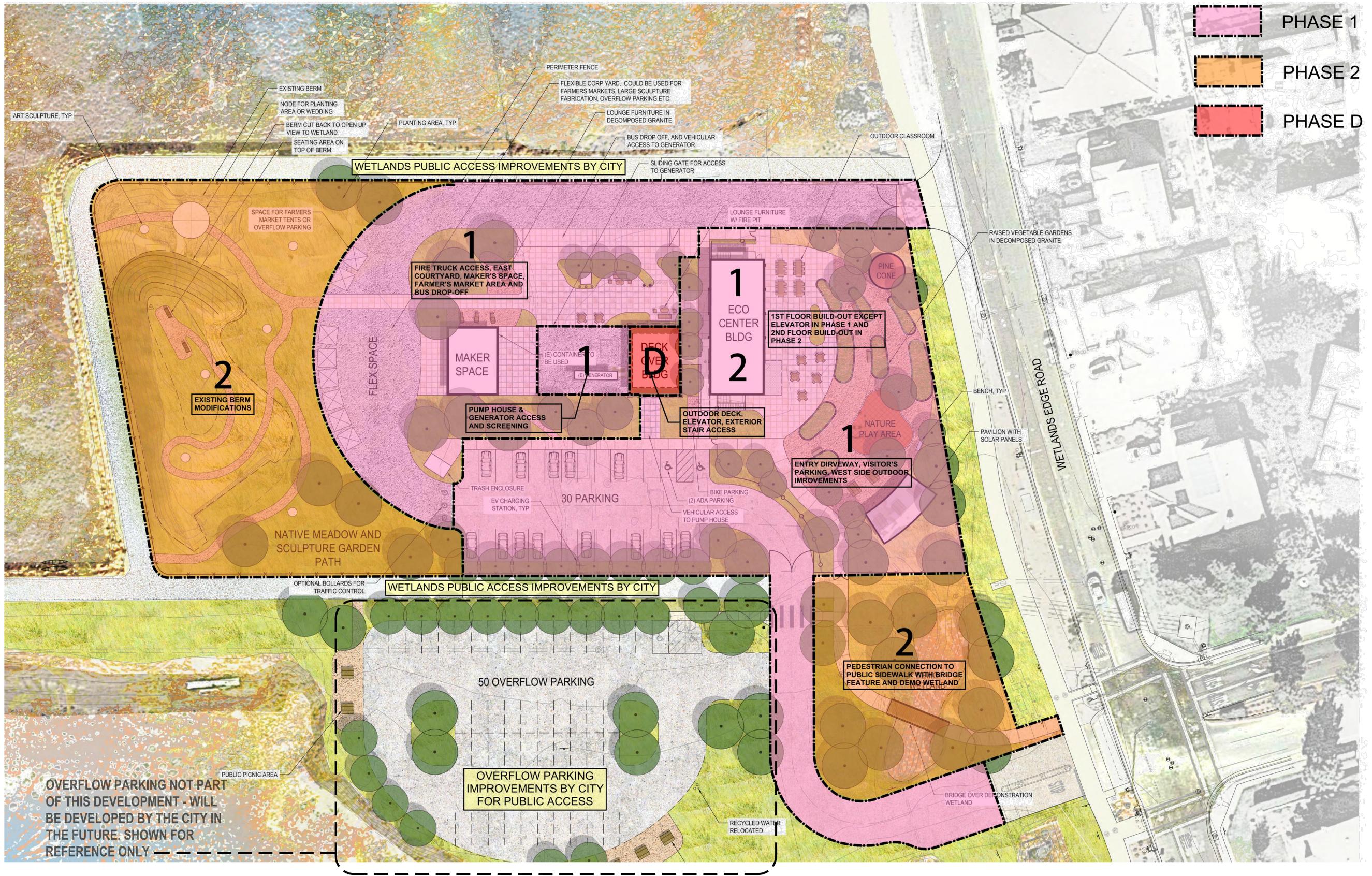


11.03.23

AS101

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phasing plan



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11.03.23

AS102

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site rendering



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205 Wetlands Edge Road, American Canyon, California 94503

11.03.23

AS103

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rhaa R1M



site rendering



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205 Wetlands Edge Road, American Canyon, California 94503

11.03.23

AS104

DESIGN PERMIT

rhaa R1M



site rendering



NAPA RIVER ECOLOGY CENTER

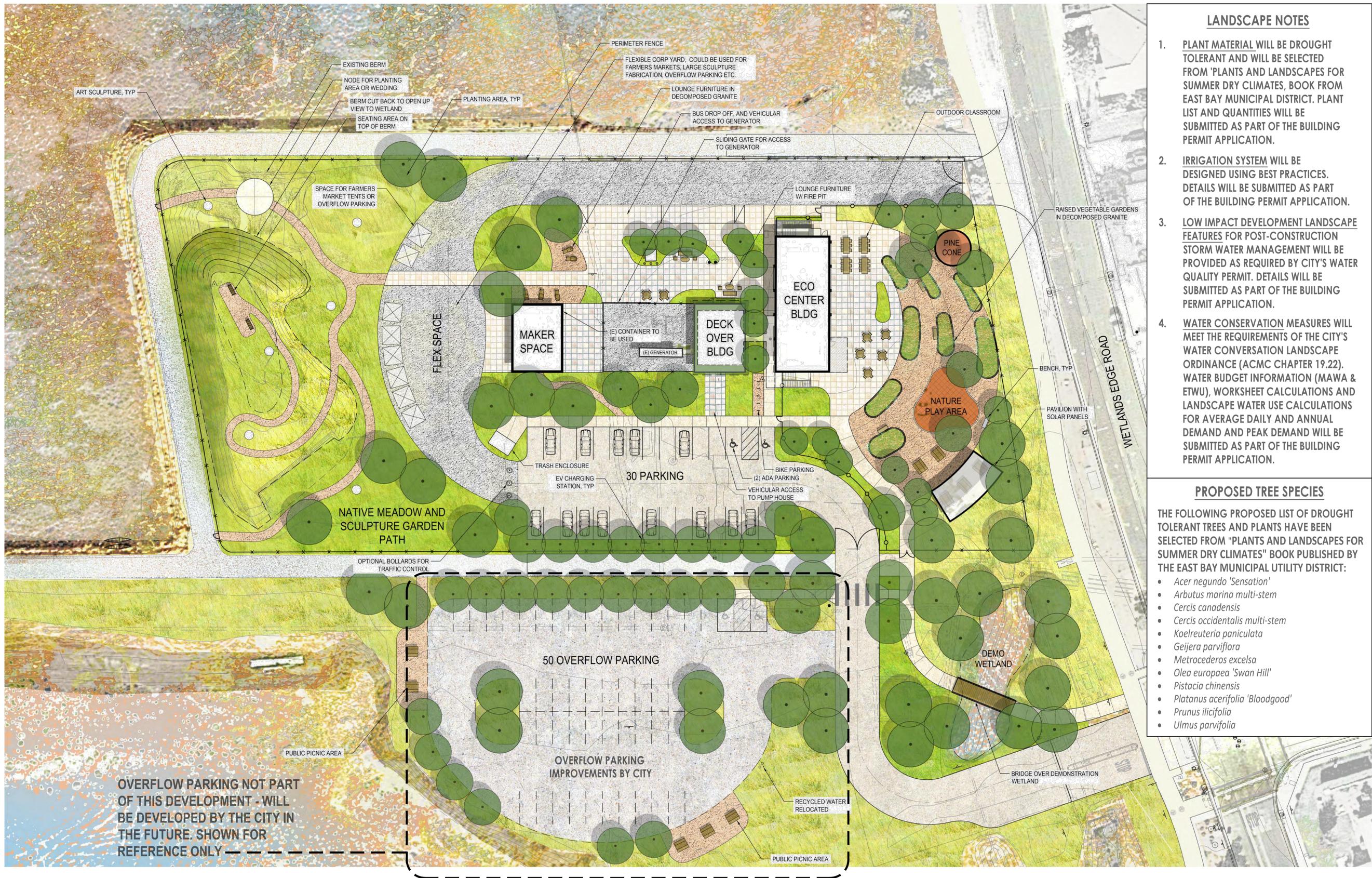
AMERICAN CANYON COMMUNITY & PARKS FOUNDATION

205 Wetlands Edge Road, American Canyon, California 94503

11.03.23 AS105

DESIGN PERMIT

rhaa RIM



LANDSCAPE NOTES

1. PLANT MATERIAL WILL BE DROUGHT TOLERANT AND WILL BE SELECTED FROM 'PLANTS AND LANDSCAPES FOR SUMMER DRY CLIMATES, BOOK FROM EAST BAY MUNICIPAL DISTRICT. PLANT LIST AND QUANTITIES WILL BE SUBMITTED AS PART OF THE BUILDING PERMIT APPLICATION.
2. IRRIGATION SYSTEM WILL BE DESIGNED USING BEST PRACTICES. DETAILS WILL BE SUBMITTED AS PART OF THE BUILDING PERMIT APPLICATION.
3. LOW IMPACT DEVELOPMENT LANDSCAPE FEATURES FOR POST-CONSTRUCTION STORM WATER MANAGEMENT WILL BE PROVIDED AS REQUIRED BY CITY'S WATER QUALITY PERMIT. DETAILS WILL BE SUBMITTED AS PART OF THE BUILDING PERMIT APPLICATION.
4. WATER CONSERVATION MEASURES WILL MEET THE REQUIREMENTS OF THE CITY'S WATER CONSERVATION LANDSCAPE ORDINANCE (ACMC CHAPTER 19.22). WATER BUDGET INFORMATION (MAWA & ETWU), WORKSHEET CALCULATIONS AND LANDSCAPE WATER USE CALCULATIONS FOR AVERAGE DAILY AND ANNUAL DEMAND AND PEAK DEMAND WILL BE SUBMITTED AS PART OF THE BUILDING PERMIT APPLICATION.

PROPOSED TREE SPECIES

THE FOLLOWING PROPOSED LIST OF DROUGHT TOLERANT TREES AND PLANTS HAVE BEEN SELECTED FROM "PLANTS AND LANDSCAPES FOR SUMMER DRY CLIMATES" BOOK PUBLISHED BY THE EAST BAY MUNICIPAL UTILITY DISTRICT:

- *Acer negundo* 'Sensation'
- *Arbutus marina* multi-stem
- *Cercis canadensis*
- *Cercis occidentalis* multi-stem
- *Koeleruteria paniculata*
- *Geijera parviflora*
- *Metrocderos excelsa*
- *Olea europaea* 'Swan Hill'
- *Pistacia chinensis*
- *Platanus acerifolia* 'Bloodgood'
- *Prunus ilicifolia*
- *Ulmus parvifolia*

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landscape plan



NAPA RIVER ECOLOGY CENTER

AMERICAN CANYON COMMUNITY & PARKS FOUNDATION

205 Wetlands Edge Road, American Canyon, California 94503

Scale: 1" = 20'-0"
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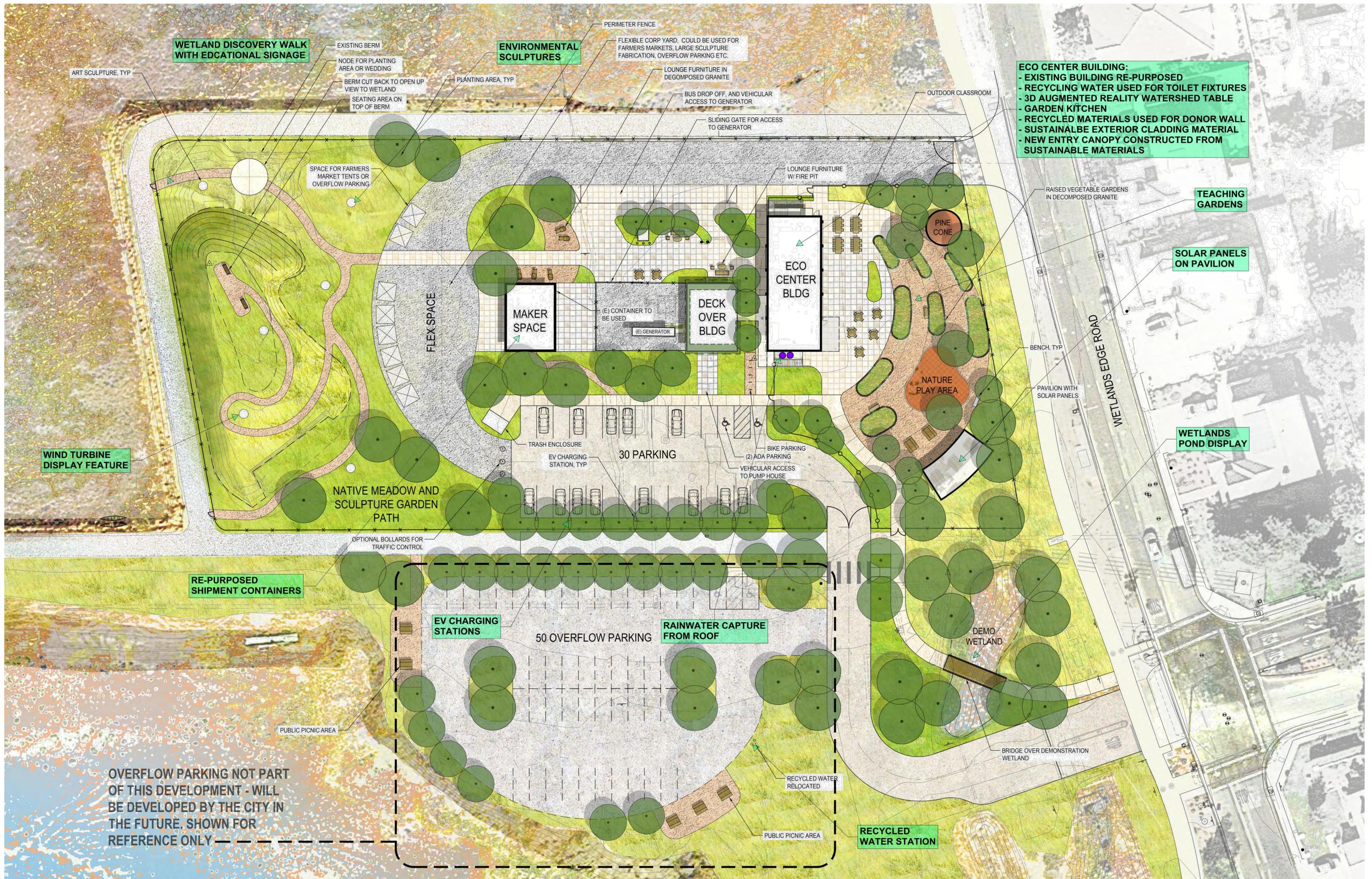


11.03.23

LS101

DESIGN PERMIT

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green elements



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205 Wetlands Edge Road, American Canyon, California 94503

Scale: 1" = 20'-0"
(when printed 30"x42")

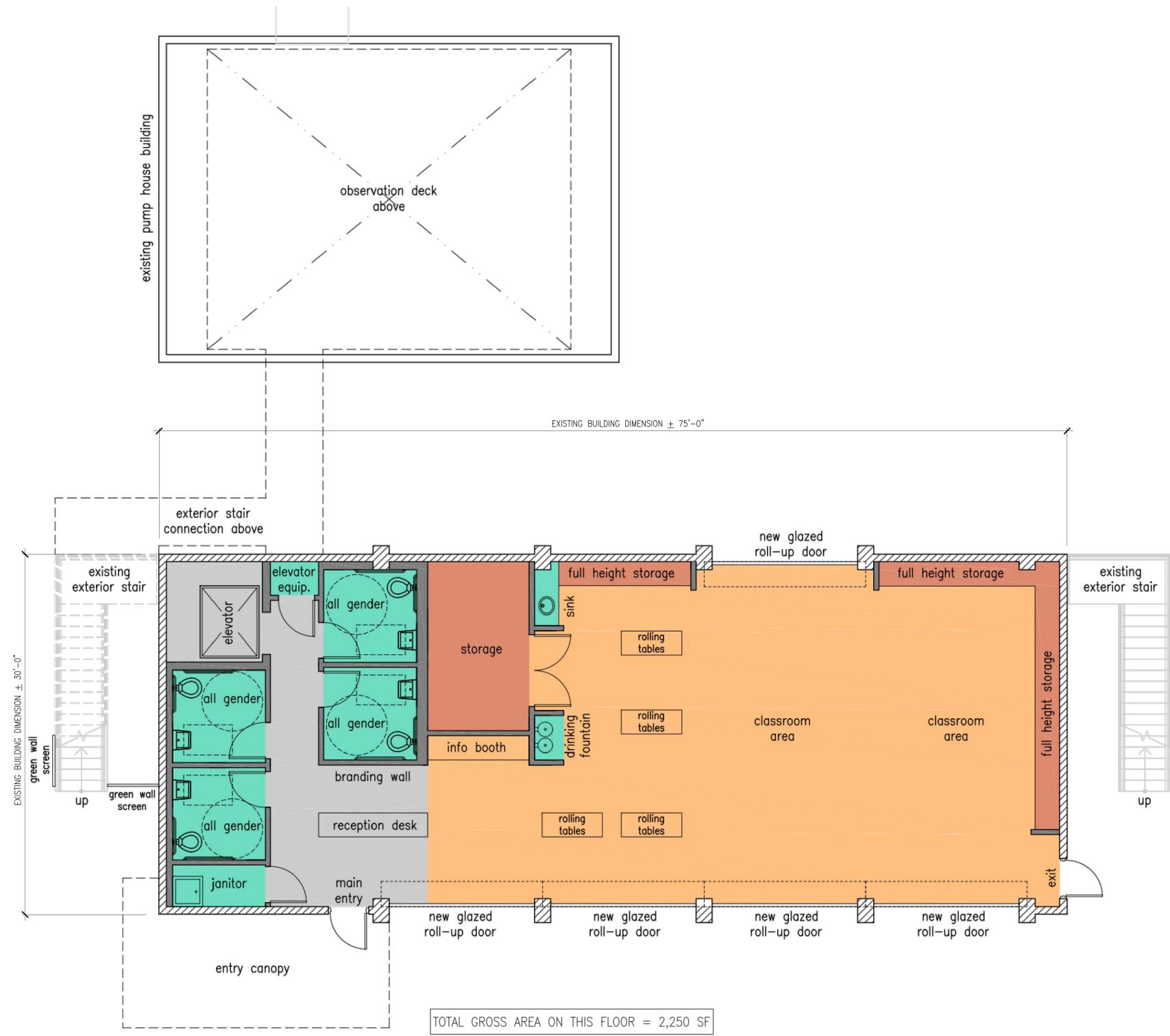


11.03.23

AG101

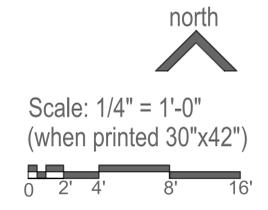
DESIGN PERMIT

rhaa RIM



- legend:
- activity (1,234 sf)
 - utility (288 sf)
 - storage (209 sf)
 - office (0 sf)
 - circulation (281 sf)

FIRST FLOOR PLAN



floor plan



NAPA RIVER ECOLOGY CENTER

AMERICAN CANYON COMMUNITY & PARKS FOUNDATION

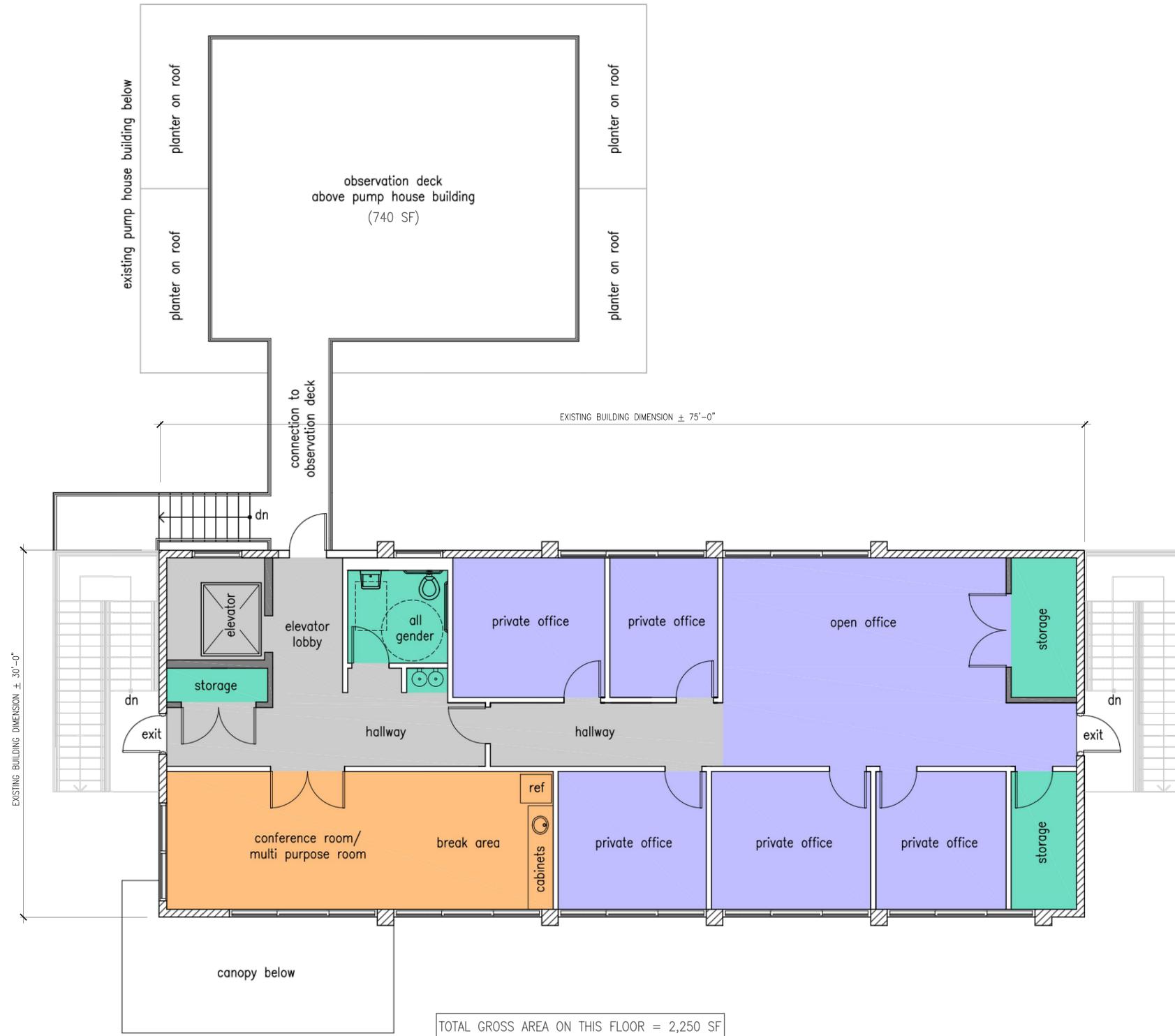
205 Wetlands Edge Road, American Canyon, California 94503

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11.03.23

A101

rhaa RIM



legend:

	activity	(352 sf)
	utility	(210 sf)
	storage	(0 sf)
	office	(1,065 sf)
	circulation	(390 sf)

SECOND FLOOR PLAN



Scale: 1/4" = 1'-0"
(when printed 30"x42")

floor plan



NAPA RIVER ECOLOGY CENTER

AMERICAN CANYON COMMUNITY & PARKS FOUNDATION

205 Wetlands Edge Road, American Canyon, California 94503

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11.03.23

A102

rhaa RIM

NEW ELEVATOR
ROOF EXTENSION

NEW ELEVATOR ROOF
29'-0"

NEW ENTRY CANOPY
MADE OF SUSTAINABLE
AND RECYCLED
MATERIALS

EXISTING BUILDING
FASCIA PAINTED

NEW BUILDING
SIGNAGE



FRONT ELEVATION

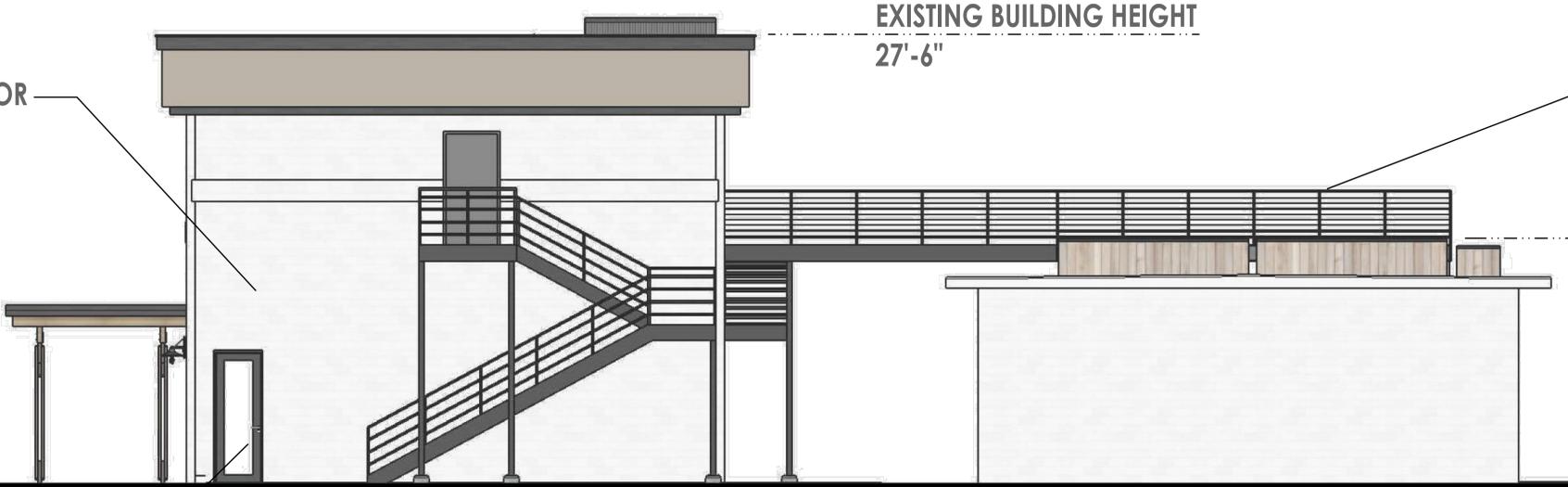
NEW CLADDING WITH
SUSTAINABLE
MATERIAL

NEW HIGH BAY
GLAZED OVERHEAD
DOORS, TYPICAL OF 4

EXISTING EXTERIOR
WALLS PAINTED
IN A NEUTRAL COLOR

EXISTING BUILDING HEIGHT
27'-6"

NEW OUTDOOR
DECK OVER EXISTING
PUMP HOUSE BUILDING
NEW OUTDOOR DECK
15'-6"
EXISTING PUMP HOUSE
12'-6"



EAST ELEVATION

NEW DOOR FOR
SECOND MEANS OF
EGRESS

Scale: 1/4" = 1'-0"
(when printed 30"x42")
0 2' 4' 8' 16'

building elevations



NAPA RIVER ECOLOGY CENTER

AMERICAN CANYON COMMUNITY & PARKS FOUNDATION

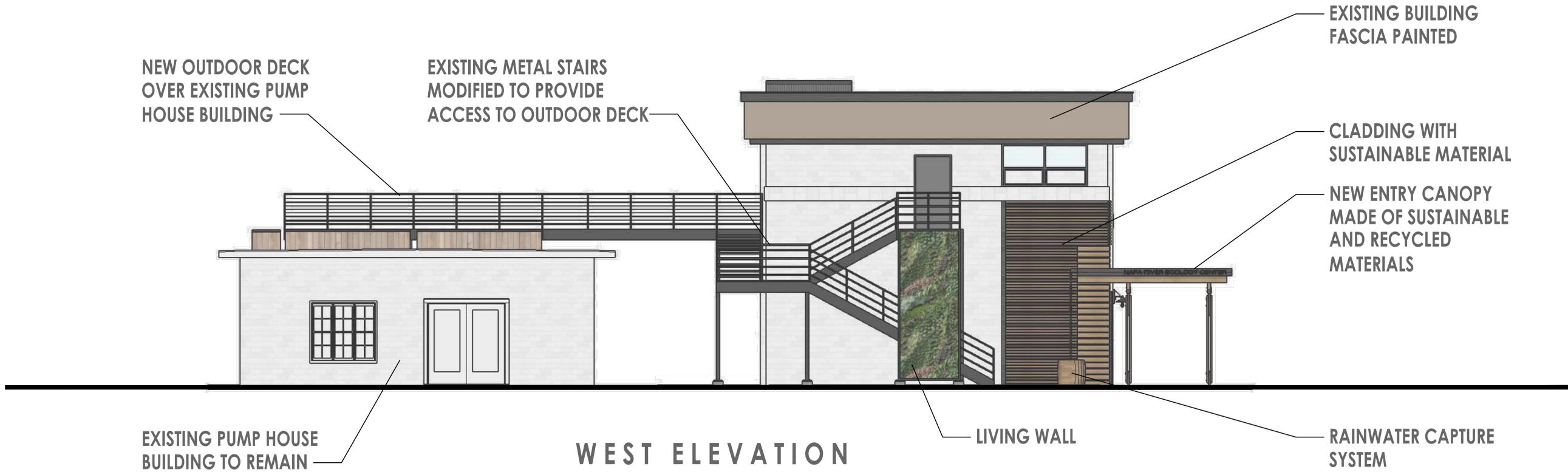
205 Wetlands Edge Road, American Canyon, California 94503

DESIGN PERMIT

11.03.23

A201

rhaa RIM



Scale: 1/4" = 1'-0"
(when printed 30"x42")

building elevations



NAPA RIVER ECOLOGY CENTER

AMERICAN CANYON COMMUNITY & PARKS FOUNDATION

205 Wetlands Edge Road, American Canyon, California 94503

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11.03.23

A202

rhaa RIM



street view



NAPA RIVER ECOLOGY CENTER

AMERICAN CANYON COMMUNITY & PARKS FOUNDATION

205 Wetlands Edge Road, American Canyon, California 94503

11.03.23

A301

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FRONT ISOMETRIC VIEW



VIEW OF THE ENTRY CANOPY



FRONT VIEW



VIEW OF THE RECEPTION DESK, DONOR WALL & FIRST FLOOR ACTIVITY AREA

building renderings



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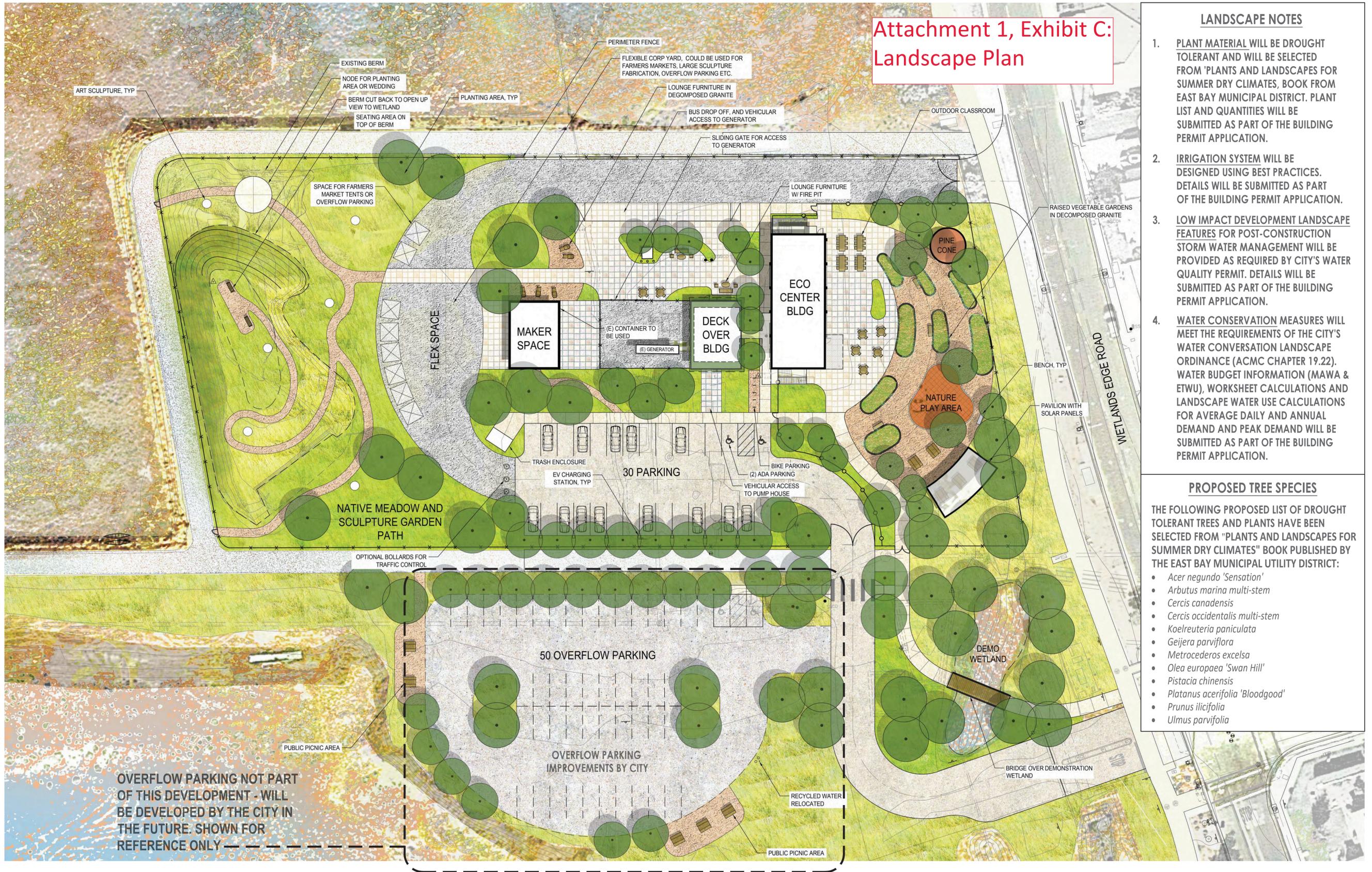
11.03.23

A302

DESIGN PERMIT

rhaa RIM

Attachment 1, Exhibit C:
Landscape Plan



LANDSCAPE NOTES

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- *Metrocderos excelsa*
- *Olea europaea* 'Swan Hill'
- *Pistacia chinensis*
- *Platanus acerifolia* 'Bloodgood'
- *Prunus ilicifolia*
- *Ulmus parvifolia*

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landscape plan



NAPA RIVER ECOLOGY CENTER

AMERICAN CANYON COMMUNITY & PARKS FOUNDATION

205 Wetlands Edge Road, American Canyon, California 94503

Scale: 1" = 20'-0"
(when printed 30"x42")



11.03.23

LS101

DESIGN PERMIT

rhaa RIM



EXHIBIT D
Applicant Confirmation of Conditions of Approval
Napa River Ecology Center Design Permit
(FILE NO. PL23-0019)

As shown by my signature below, I confirm that I understand and agree to abide by the conditions of approval included in the Planning Commission Resolution dated January 25, 2024.

Applicant's signature

Date

Applicant's name

Property Owner's signature

Date

Property Owner's name

Please return signed confirmation to the City of American Canyon Community Development Department,
4381 Broadway, Suite 201, American Canyon, CA 94503

Napa River Ecology Center at 205 Wetlands Edge Rd – Location Map

Attachment 2



The development of the Education Center at the American Canyon Corp Yard site is an exciting and visionary project. With the City of American Canyon supporting the AC Parks Foundation's (ACCPF) development of the site, efforts to ensure community outreach and feedback are necessary. ACCPF has led robust community outreach effort resulting in diverse and wide-reaching community feedback and support.

- Goal 1: Engage with a diverse group of stakeholders including representatives in the education, community, business, wildlife, and environmental fields to inform needs and opportunities
- Goal 2: Gather community input into design and development of Corp Yard Environmental Education Center
- Goal 3: Design site plan and perform final review in community outreach meeting

Outreach included a variety of methods throughout the community including in person and virtual efforts. Outreach began with stakeholder meetings in May 2022 and culminated in May 2023 with a public Community Outreach Meeting. Summary is included below:

1. Electronic survey distributed by email and in person (total reach 235 responses)
2. In Person Outreach: community tabling events in American Canyon included Meet Me in the Street, Earth Day, Wetlands Coffee Morning, and Community Hikes. Group site tour attendees included Sierra Club, Napa Climate Action NOW, Napa County Resource Conservation District, Napa Open Space District, and Napa Solano Audubon. Individual site tours engaged local, state, and regional electeds, business owners, and community organizations totaling 54 attendees. Finally, presentations to community organizations such as American Canyon Chamber of Commerce, Solano Relators Association, Friends of the Napa River, and many more totaled 15 meetings reaching 85 attendees.
3. Community Wide Workshop – On Wednesday, May 31, 2023 a Community workshop was held in person at City Hall and over 45 people attended. A power point presentation led by the project team provided a plan overview with opportunity for questions and discussion.

Effort was made to ensure that outreach was culturally, geographically, and socio economically diverse. Meetings were held with cultural groups including The Suscol Intertrial Council, FilAm Group of American Canyon, Napa Junction Family Resource Center, Helping Hands Indo American Group, and Boys and Girls Club of Napa Valley.

Outcomes: There is significant support and interest in the project. Respondents were especially pleased with the following elements:

1. Repurposing an industrial site into an improved public facility
2. New access to the Wetlands for environmental education and conservation programs
3. Future Kayak launch and river access

Total Outreach Engagements: 419 with feedback from American Canyon, Napa, and Solano Counties



NAPA RIVER ECOLOGY CENTER

We want to hear from you!
Take the survey to weigh in on future programming and site features.



SCAN ME

www.surveymonkey.com/r/BRWQJ8T



Earth Day Tabling Outreach & Survey Graphic



Site Tour with Congressman Mike Thompson and Supervisor Belia Ramos

Meeting Notes No. 03

PROJECT: **Napa River Eco Center, American Canyon, California**
 LOCATION: City Hall Council Chambers
 MEETING TITLE: **Community Outreach Meeting**

RIM PROJECT No. 216075

DATE AND TIME: **05/31/23 (6 -7 pm)**

ALASKA

CALIFORNIA

GUAM

HAWAII

Attendees:

Name	Company	Email
Raffi Boloyan (RB)	ACCPF	rboloyan@cityofdixon.us
Janelle Sellick (JS)	ACCPF	janelle@acparks.org
Joy Hilton (JHI)	ACCPF	joy@acparks.org
Andrea Long	ACCPF	andrea@acparks.org
Jason Holley (JH)	City Manager – City of AC	jholley@cityofamericancanyon.org
Brent Cooper (BC)	Community Development Director – City of AC	bcooper@cityofamericancanyon.org
Michelle Jones (MJ)	RIM Architects	mjones@rimarchitects.com
Naveen Mathur (NM)	RIM Architects	nmathur@rimarchitects.com
Members of the Community (sign-in sheets attached)		

Summary of Discussions:

No.	Items Discussed	Action By	Due By
5.31.1	JS introduced the ACCPF and Design Team.	NA	NA
5.31.2	JH introduced the project to the members of the public. <ul style="list-style-type: none"> Project is part of City’s Master Plan. City owns the property and will be leased to ACCPF. ACCPF is working very closely with the City. Project has full City support. Next step is to submit an Entitlement application. 	NA	NA
5.31.5	RB remarked: <ul style="list-style-type: none"> The project is to celebrate our wetlands. The Eco Center will become community’s home base. Working with an existing building will minimize environmental impact. Today’s meeting is hosted by ACCPF and not the City of American Canyon. 	NA	NA

<i>No.</i>	<i>Items Discussed</i>	<i>Action By</i>	<i>Due By</i>
5.31.4	JS, MJ & NM presented project's goals, concept designs and proposed phasing (please see attached presentation deck),	NA	NA
5.31.5	<p>PUBLIC COMMENTS AND DISCUSSIONS:</p> <ol style="list-style-type: none"> 1. <u>Noise & Traffic</u> – Will the project generate noise and traffic? <i>Response:</i> No, because the existing building is setback from the street and majority of the proposed Eco Center activities will take place either inside the building or outdoors in the rear of the building. Ample bus and vehicular parking are provided on site with a driveway that will ensure traffic does not spill onto the street. 2. <u>Recreation Activities</u>- It was recommended that recreation activities for the community be incorporated in the design. <i>Response:</i> Kayak launch and bike rental facilities are under consideration. Outdoor observation deck and multipurpose room will also be made available to the community. 3. <u>Observation Deck</u> – What part of the phase will be observation deck? <i>Response:</i> Observation deck is its own phase (Phase D). It will be built as soon as funding is secured for this part of the project. 4. <u>Timeline</u> – When will the city vacate the premises? <i>Response:</i> Summer of 2023. 5. <u>Recycled Water</u> – Will the recycled water be still available for community's use? <i>Response:</i> Yes, it is part of the site design and will be accessible to the community 24/7. 6. <u>Art</u> – More good art is wanted and needed in the community. Will art be part of this project? <i>Response:</i> Yes, as much as practical art will be incorporated into the design. 'Maker Space' will become a dedicated space for local artists. Art will also be part of environmental sculptures and landscaping. Science and art will be integral part of Eco Center's educational programs. 	NA	NA

No.	Items Discussed	Action By	Due By
	<p>7. <u>Educational Programs</u> – What educational programs will Eco Center offer? <i>Response:</i> The Eco Center will be home for the local school districts to promote environmental programs. ACCPF will also foster partnerships with local colleges and the UC system.</p> <p>8. <u>Sustainability</u> – Will PV and battery backups be part of the design? <i>Response:</i> Yes, several “green elements” are planned for this development - PV panels outdoor pavilions; rainwater capture system from building’s roof; use of recycled water for flushing toilets; EV charging stations; wind turbine, etc.</p> <p>9. <u>Fees</u> – Will the Eco Center charge fee from the local community? <i>Response:</i> Yes, there is a fee structure for the Eco Center educational programs but there will be a local discount. There will also be open house days for the local community,</p> <p>10. <u>Fencing</u> – Will there be fencing along the Wetland Edge Road? <i>Response:</i> Yes, the entire site will be completely secured with fencing and gates. The overflow parking and recycled water station will be outside the fenced area and will be available for community’s use 24/7.</p> <p>11. <u>Security</u> – It was noted that intruders are breaking in from the river side. <i>Response:</i> The design team will examine and propose security measures to prevent such break-ins.</p> <p>12. <u>Lighting</u> – Will there be night sky pollution? <i>Response:</i> Light cut-off luminaries will be used to prevent night sky pollution. Low bollard landscape lighting will be used throughout. Exterior building lights will shine down on the building.</p> <p>13. <u>Funding</u> – What is the funding process/status? <i>Response:</i> ACCPF is actively seeking state/local grants and private donations. This effort will most likely continue to end of 2024.</p>		

<i>No.</i>	<i>Items Discussed</i>	<i>Action By</i>	<i>Due By</i>
	14. <u>Night Activities</u> – What night activities will the Eco Center offer? <i>Response:</i> Star gazing with telescope, fire pits, outdoor deck evening events, etc.		
5.31.6	JS reminded the attendees to take a brief survey using the QR code that was provided.	NA	NA
5.31.7	Closing remarks were made by RB: <ul style="list-style-type: none"> • ACCPF is excited to offer this Eco Center to the local community to bring more awareness to our environment. • The Eco Center project will need community backing and support. • Reach out to ACCPF for any further questions or clarifications. 	NA	NA
5.31.8	All community members were thanked for attending.	NA	NA

These notes are the author’s interpretation of the conversations and discussions that occurred and unless questioned or amended in writing within five (5) calendar days shall stand as written.

Written by:

Naveen Mathur

RIM Architects

Date Issued: 06/07/23.

Attachments: Presentation Deck & Sign-in Sheets

Copy Sent to: All attendees listed above & file.



NAPA RIVER ECOLOGY CENTER

COMMUNITY
OUTREACH MEETING

MAY 31, 2023 • 6:00 PM
CITY HALL COUNCIL CHAMBERS

Sign-in Sheet

Name

Contact Info (Optional)

JEFF BONDZOWSKI

Charlie Plummer -

Brent Cooper

bcooper@cityofamericancanyon.org

Carol Strausborger

cusea01@hotmail.com

Pam Phillips

pkonoval@hotmail.com

Cindy Kederer

Joe Schunk

Tess Blanguera

Romeo C. Blanguera

romeoblanguera@pcsaaboglobal.net

Marian Sullivan

bractysul@gmail.com

Michelle Torres

mmicheltorres@global.net

Claudia Ramirez

ceramirez@gmail.com

Jason Kishineff

BLUEBASILISK@AOL.COM

Elaine + Ava Boloyan

Elizabeth Goff

Mark Joseph

electmarkjoseph@gmail.com

Hugh Marguez

Michelle Marguez



NAPA RIVER ECOLOGY CENTER

COMMUNITY OUTREACH MEETING

MAY 31, 2023 • 6:00 PM
CITY HALL COUNCIL CHAMBERS

Sign-in Sheet

Name

Melissa Lamathna

Contact Info (Optional)

mellamathna@yahoo.com



NAPA RIVER ECOLOGY CENTER

COMMUNITY OUTREACH MEETING

MAY 31, 2023 • 6:00 PM
CITY HALL COUNCIL CHAMBERS

THE PROJECT TEAM



American Canyon Community & Parks Foundation (ACCPF) - a 501c3 non-profit organization.

Architects

RIM

Landscape

rhaa

Civil

BKF

Structural

ZFA
STRUCTURAL
ENGINEERS

THE MISSION

- The Napa River Ecology Center is a community based environmental center that harnesses the power of diversity to strengthen the local conservation movement.
- The Site is a regional hub for environmental education based on proximity to the wetlands and opportunities for hands on learning.
- The Center will provide equitable access to education, art, and science programs fosters a connection between our community and the natural world.
- The Center will be a hub of education, nature art, and science programs for American Canyon, Napa, and entire Bay Area.

PROGRAM PARTNERS

- The City of American Canyon.
- Napa County Regional Park & Open Space District.
- Napa Resource Conservation District.
- Napa Valley Unified School District.
- On the Move Family Resource Center at Napa Junction School.
- Napa Solano Audubon & Friends of the Napa River.

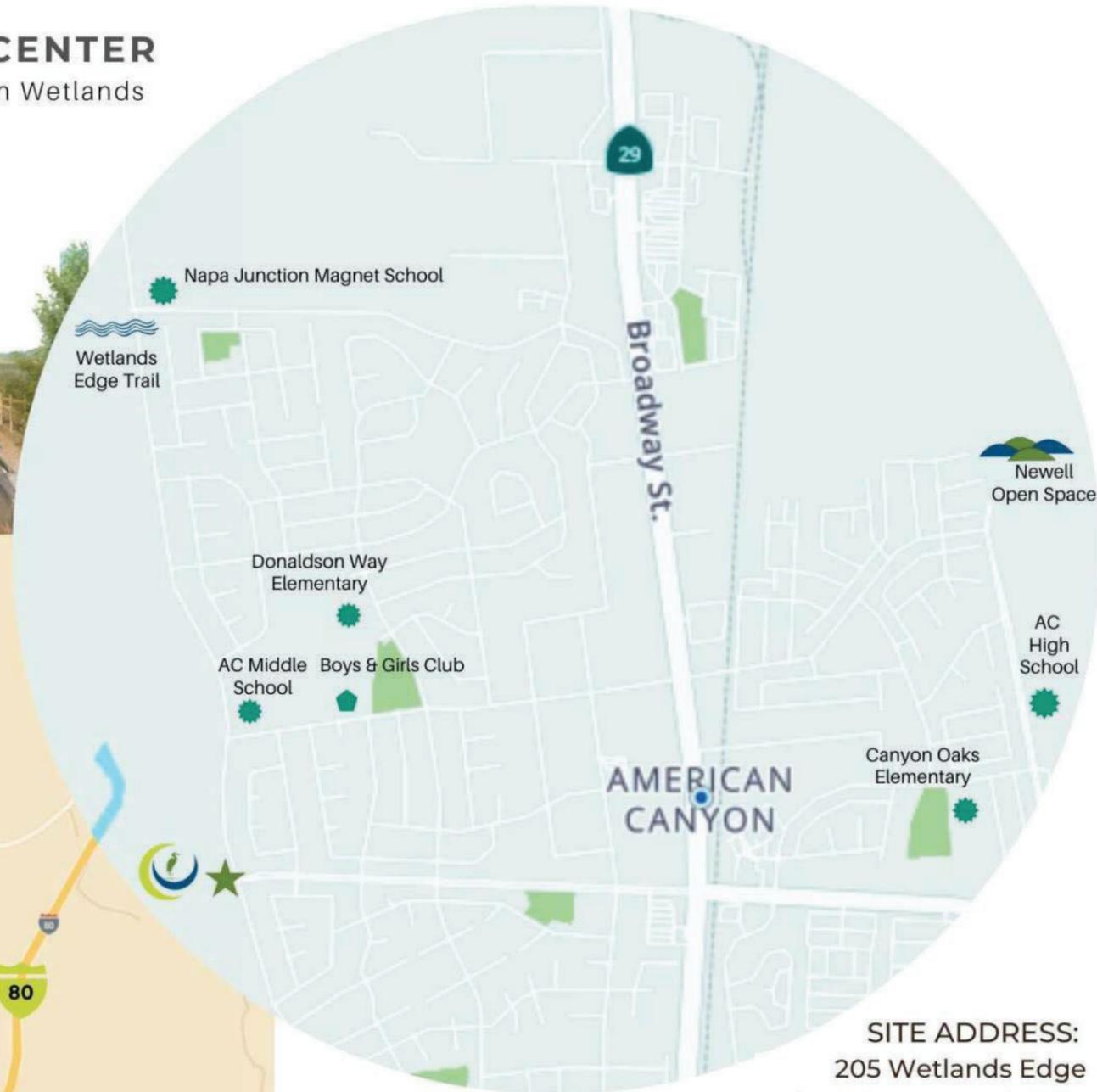
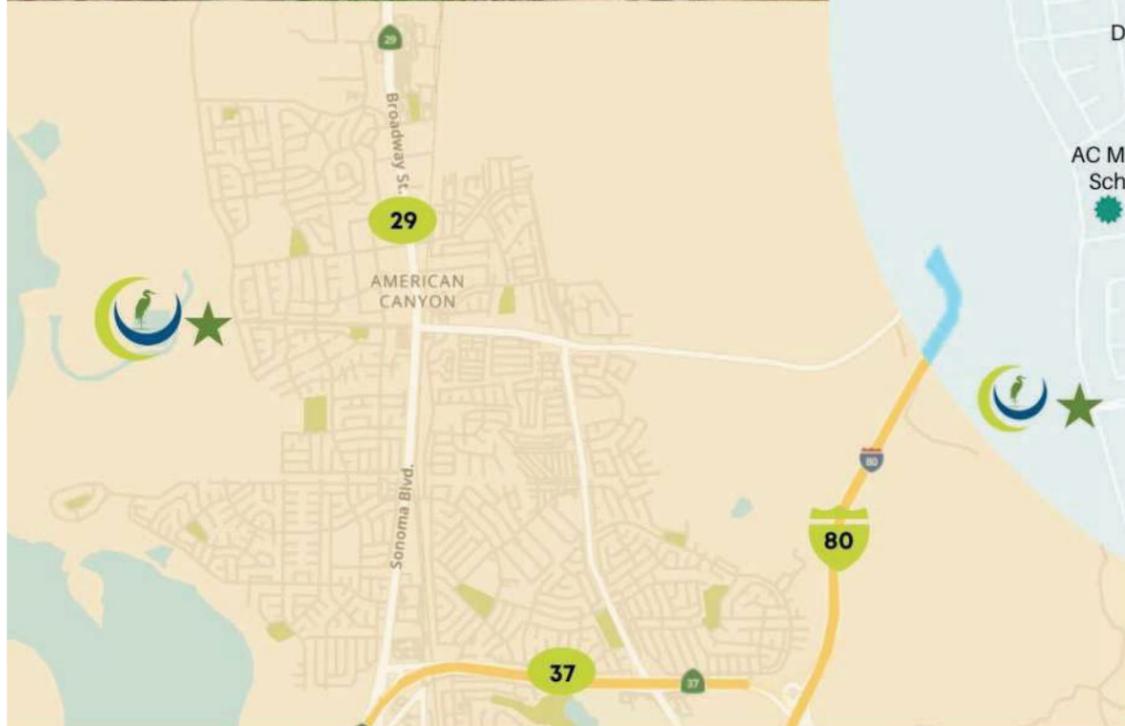
DESIGN GOALS

- Utilize existing site elements to extent possible.
- Sustainable & Eco-friendly design.
- Safe but open outdoor areas for children.
- Incorporate access needs for all.
- Create sense of entry and openness from road.
- Parking needs for groups and overflow parking.
- Screen from public view utility features on site (generator, sheds, fuel pump, utility building, etc.).
- Security features - ability to prohibit access from the public after hours or when closed, while preserving walking paths.
- Incorporate views of the wetlands in activities.
- Outdoor deck available for community.
- Multipurpose spaces for community's use.

LOCATION



NAPA RIVER ECOLOGY CENTER
at the American Canyon Wetlands



SITE ADDRESS:
205 Wetlands Edge
American Canyon, Ca 94503

TO LEARN MORE ABOUT THIS PROJECT:
WWW.ACPARKS.ORG



THE SITE



SITE PHOTOS



Existing Corporation Yard building - view from the entry driveway



Rear view of the wetlands area



Rear view of the site



Existing Corporate Yard building - front view



Existing Corporation Yard building - rear view with pump house

PROPOSED SITE PLAN



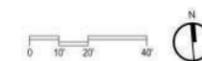
SITE FOR FUTURE
KAYAK LAUNCH

- Maker's space.
- Teaching gardens.
- Nature playgrounds.
- Environmental artist's workshop.
- Outdoor "natural" kitchen.
- Outdoor classrooms.
- Walking paths.
- Interpretive signage.
- Parent/adult area.
- Fire pits.
- Outdoor deck.
- Outdoor hand washing area.
- Pedestrian access.
- Accessible parking.
- Overflow parking.
- EV charging stations.
- Flex space.
- Native meadow.
- Sculpture garden path.
- Pavilion with solar panels.
- Wetlands ponds and display.
- Environmental sculptures.
- Bus drop off area.
- Secure fencing.



RIM rhaa

NAPA RIVER ECO CENTER FOR AMERICAN CANYON COMMUNITY AND PARKS FOUNDATION
Site Plan

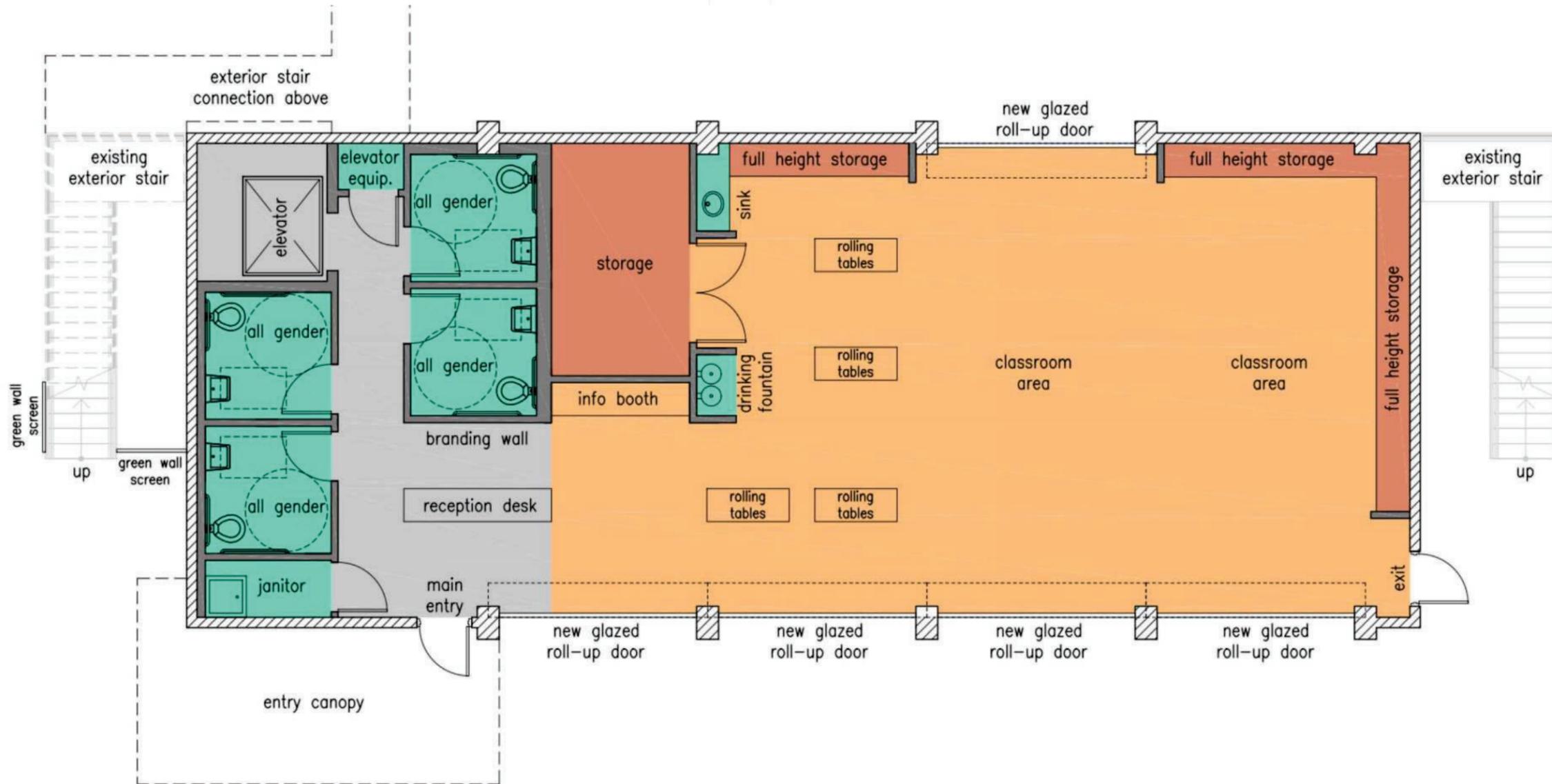


05/31/

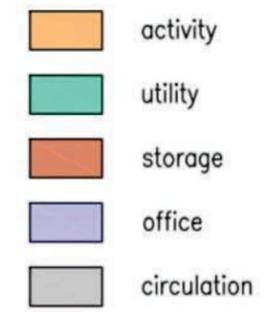
P104

© RIM Architects, LLP

FIRST FLOOR PLAN



- Indoor/outdoor flexible gathering/classroom areas.
- Reception desk with branding wall.
- Glazed roll-up door.
- All gender restrooms.
- Elevator.
- High storage for classroom materials.
- Information kiosks.
- Rolling tables.



1 FIRST FLOOR - CONCEPT PLAN
P101 1/4" = 1'-0"



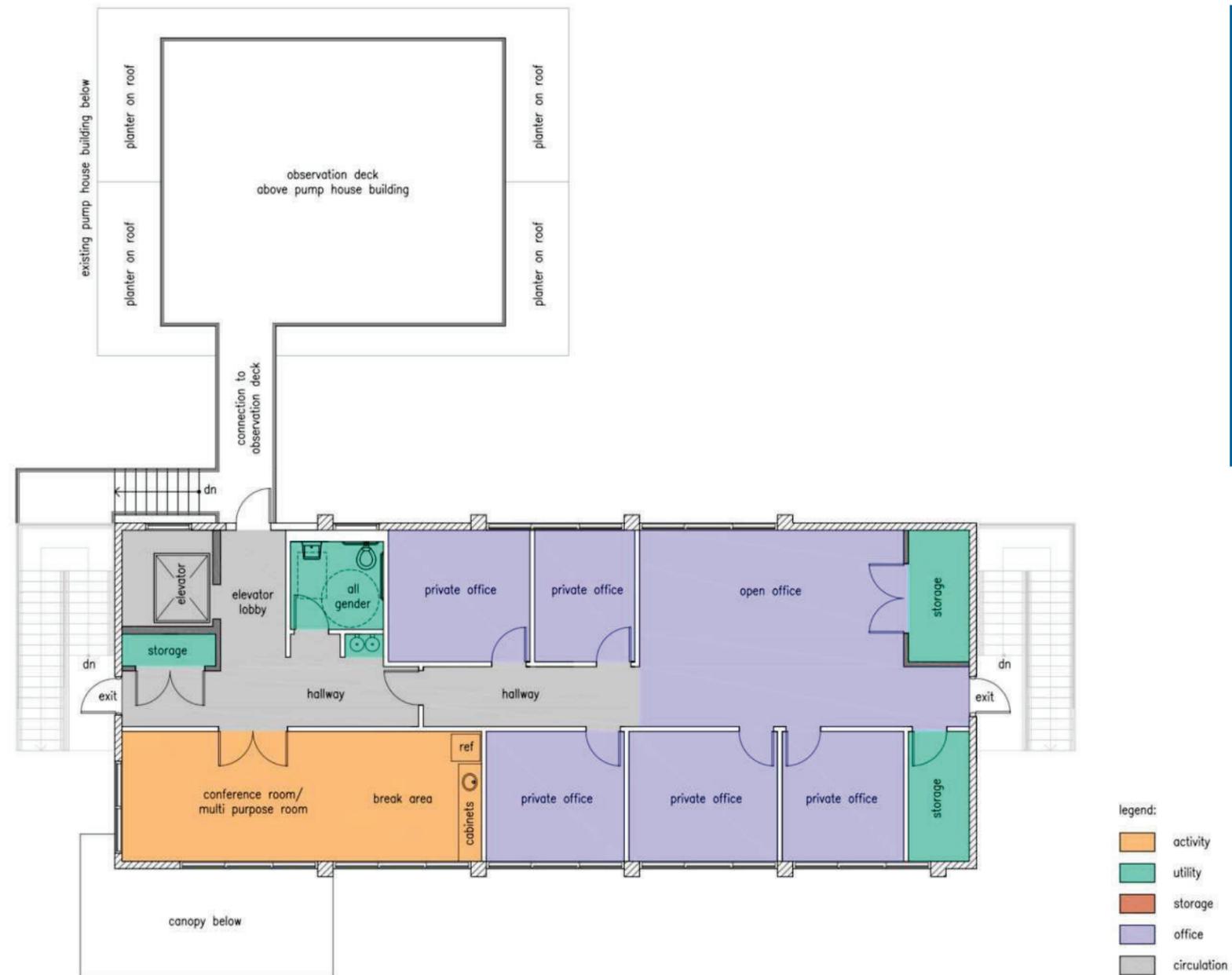
RIM rhaa

NAPA RIVER ECO CENTER FOR AMERICAN CANYON COMMUNITY AND PARKS FOUNDATION
CONCEPT PLANS

05/31/23

P101
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SECOND FLOOR PLAN



- Event space / Conference room / Multi-purpose room with pantry.
- Observation deck with landscaping.
- Private offices and open office area.

1 SECOND FLOOR - CONCEPT PLAN
1/8" = 1'-0"



RIM rhaa

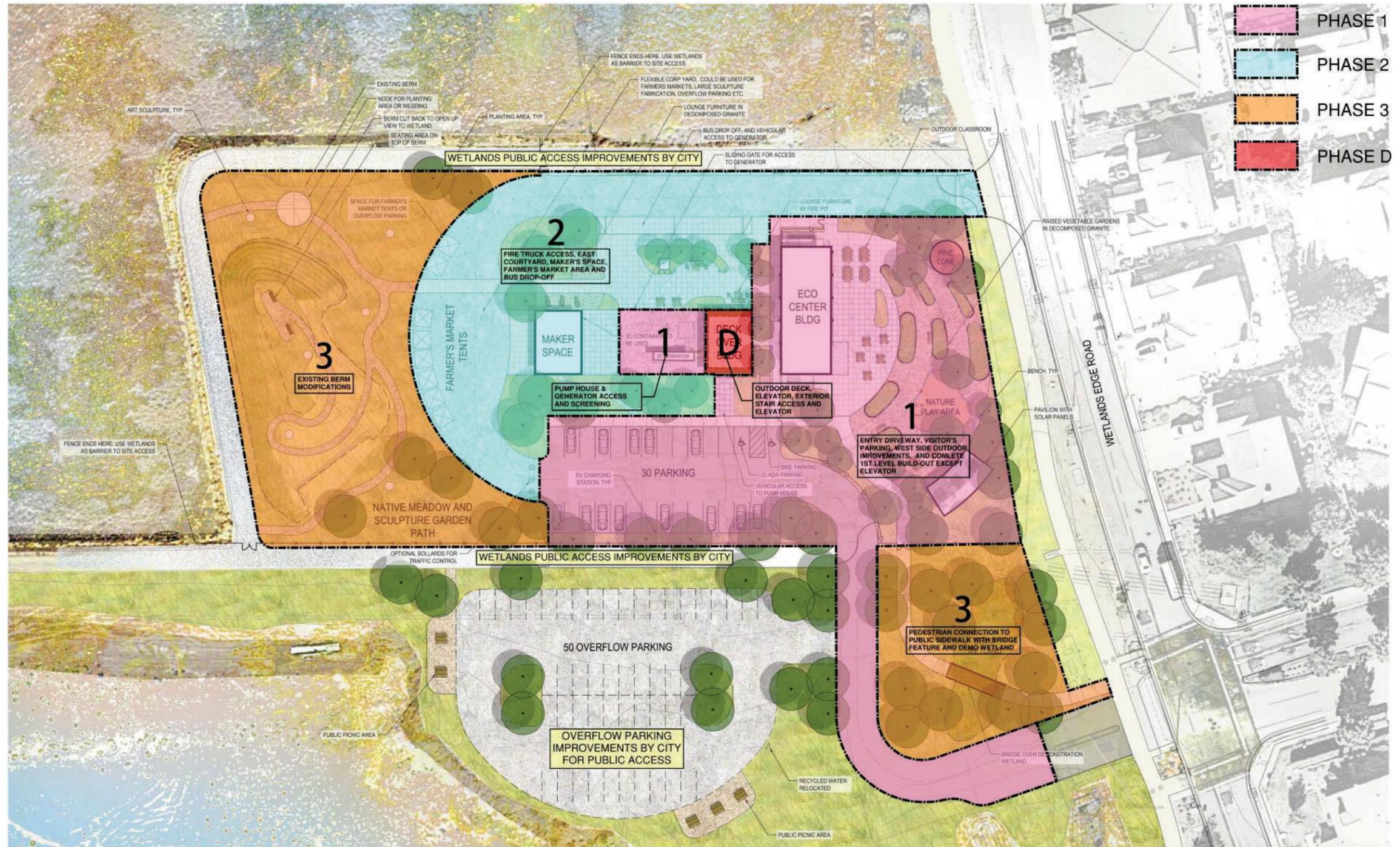
NAPA RIVER ECO CENTER FOR AMERICAN CANYON COMMUNITY AND PARKS FOUNDATION
CONCEPT PLANS

05/31/23

P102

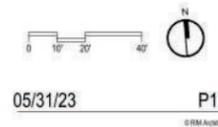
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PHASING PLAN



RIM rhaa

NAPA RIVER ECO CENTER FOR AMERICAN CANYON COMMUNITY AND PARKS FOUNDATION
Phasing Plan



05/31/23

P104

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STREET VIEW



RIM rhaa

NAPA RIVER ECO CENTER FOR AMERICAN CANYON COMMUNITY AND PARKS FOUNDATION
Site Perspective

216075

05/17/23

P104

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BIRD'S EYE VIEW



VIEW TOWARDS ENTRY CANOPY



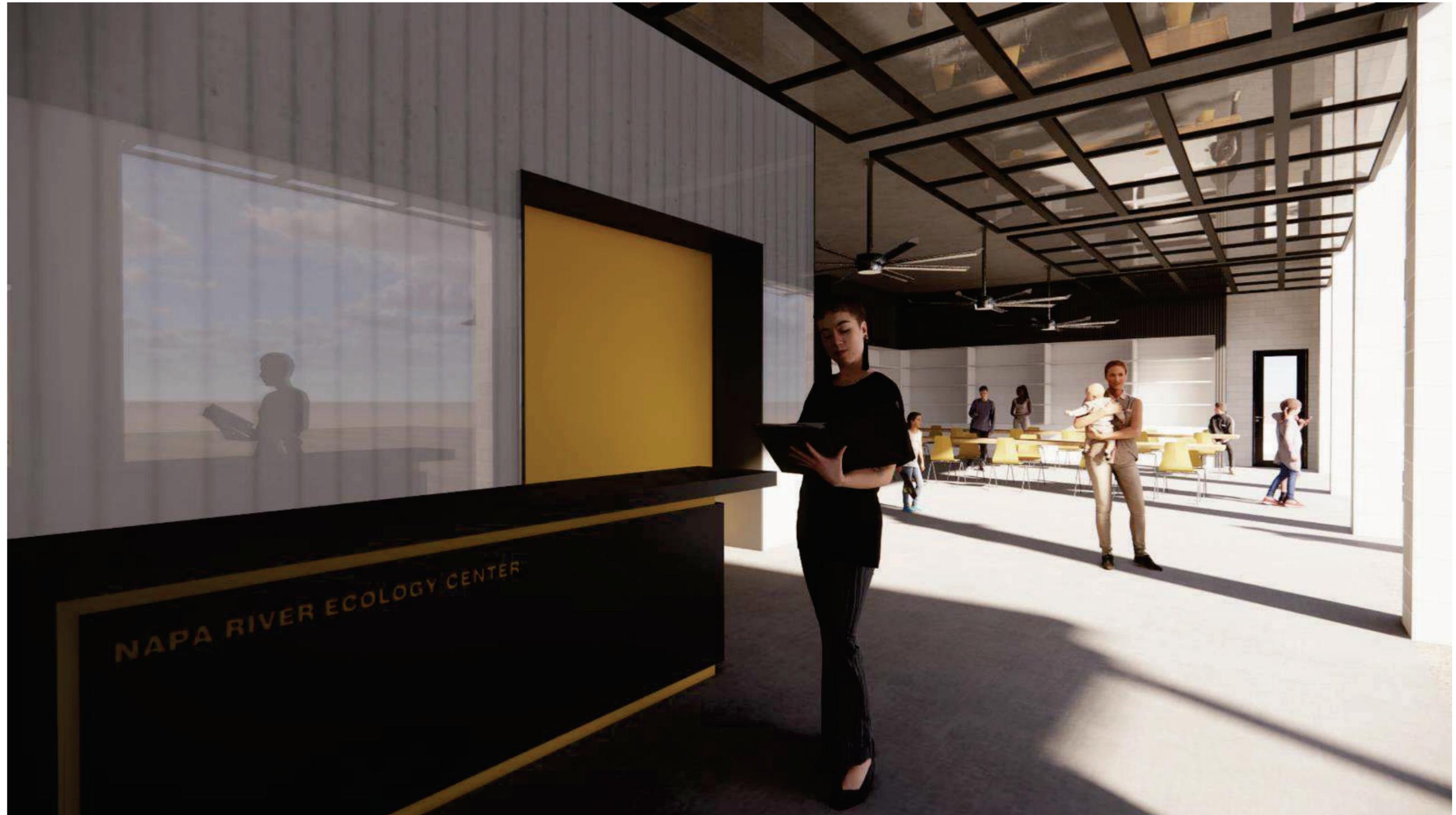
FRONT VIEW



VIEW FIRST FLOOR ACTIVITY AREA



VIEW OF RECEPTION DESK



THANK YOU FOR ATTENDING



QUESTIONS?

YOUR OPINION MATTERS

NAPA RIVER ECOLOGY CENTER

We want to hear from you!

Take the survey to weigh in on
future programming and site
features.

www.surveymonkey.com/r/BRWQJ8T



RADIUS MAPS

Data Management Services for Government and Business

September 27, 2023

205 Wetlands Edge Rd.
American Canyon CA 94503

Naveen Mathur
RIM Architecture
639 Front St. Ste. 2
San Francisco CA 94111

Dear Mr. Mathur:

Thank you for choosing **RADIUS MAPS** for your Public Notification Study. Your public Notification Documents are attached. Please look them over briefly to familiarize yourself with the contents of the package and distribute as follows:

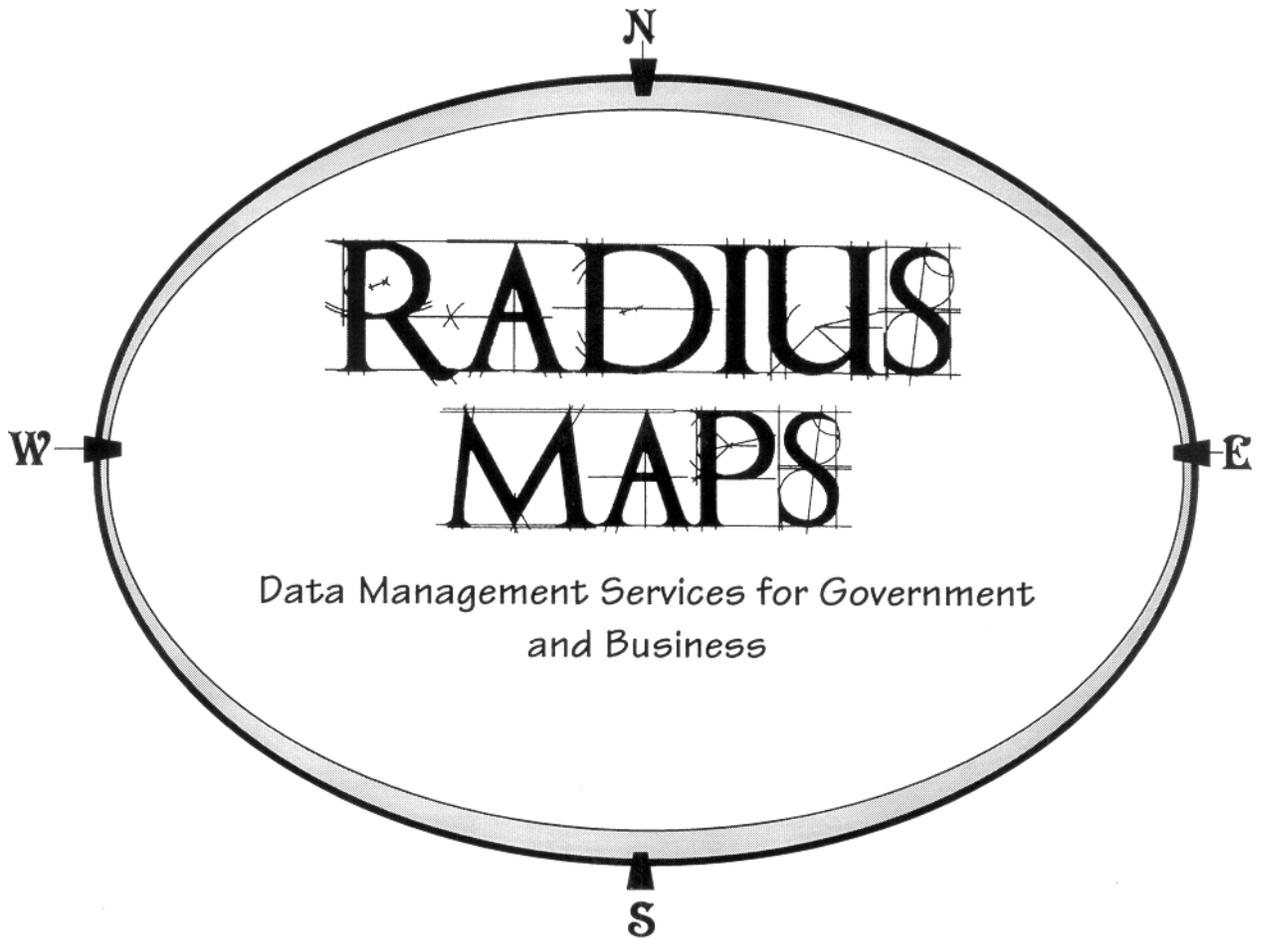
- You may use the attached print-ready mailing labels in WORD format, using label stock, Avery 5160, or equivalent.

Your complete satisfaction is my personal priority and I welcome your comments on your experience doing business with us. If you have any questions or require any clarifications, you can call me anytime at my cell number below.

Sincerely,



Megan Perkins



Offices in Southern California and Portland, Oregon
211 South State College Blvd. No. 515 Anaheim, California 92806

RADIUS MAPS

Specialists in Certified Public Notification



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[888.272.3487](tel:888.272.3487)



Data Management Services for Government and Business

Public Notification Study & Ownership Listing

Prepared from public records maintained in the Office of
The County Tax Assessor of Napa County, California

For

205 Wetlands Edge Rd.
American Canyon CA 94503

APN 058-040-018-000

Prepared for:

Naveen Mathur
RIM Architecture
639 Front St. Ste. 2
San Francisco CA 94111

September 27, 2023

JN 23225



Data Management Services for Government and Business

CERTIFIED PROPERTY OWNERS' LIST

AFFIDAVIT

I, Megan Perkins, hereby certify that the attached list contains the names and addresses of all persons to whom all property is assessed, as they appear on the latest available assessment roll of Napa County within the area described and for a distance of Five Hundred (500) feet from the exterior boundaries of the property located at:

205 Wetlands Edge Rd.
American Canyon CA 94503

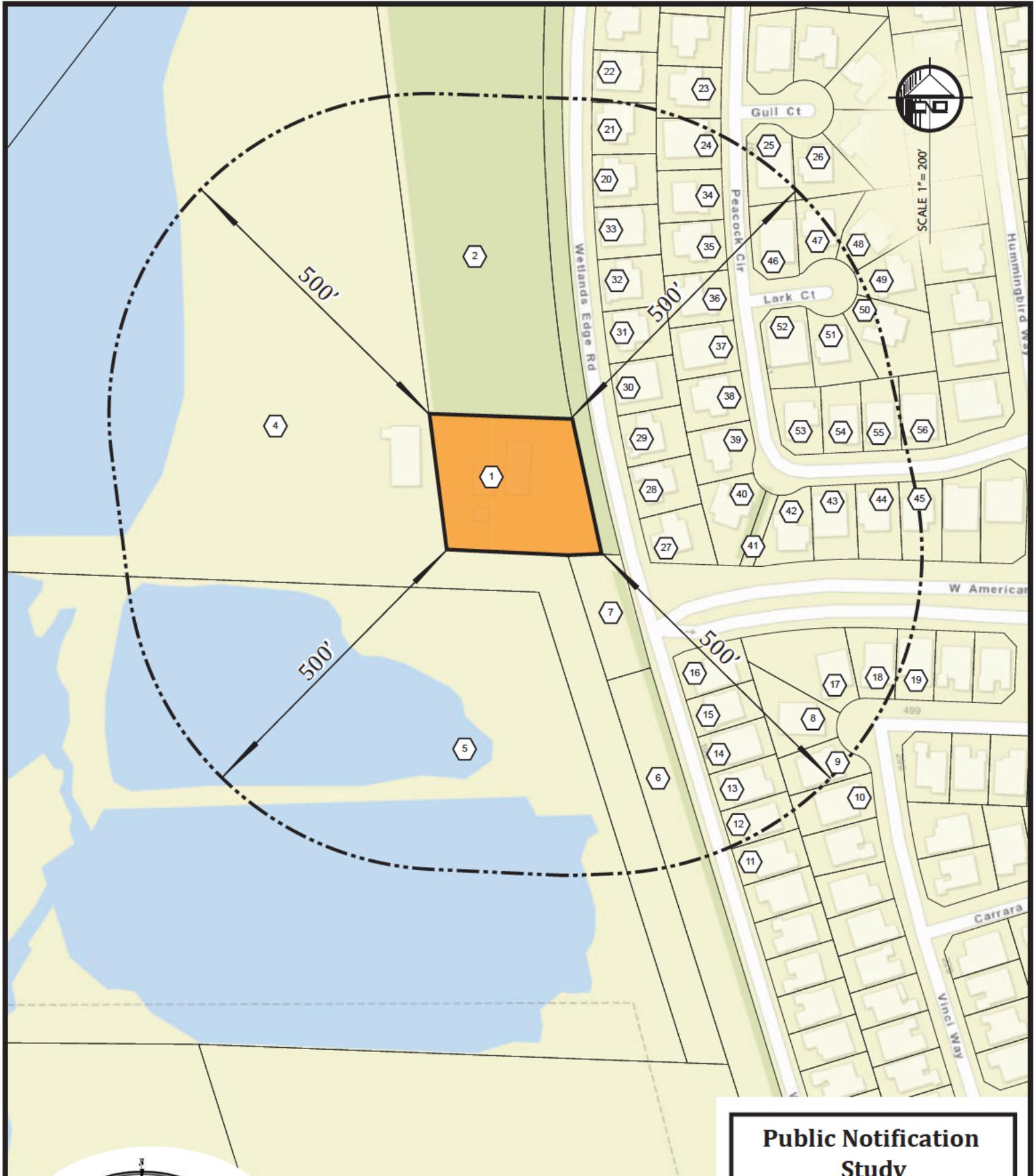
APN 058-040-018-000

I certify under penalty of perjury that the foregoing is true and correct.

Signed:

A handwritten signature in cursive script that reads "Megan Perkins". The signature is written in black ink and is positioned above the printed name and date.

Megan Perkins
September 27, 2023



MAP LEGEND

 Indicates Map Key Number

Public Notification Study

For
 205 Wetlands Edge Rd.
 American Canyon CA 94503
APN 058-040-018-000

September 27, 2023

JN 23225

Ownership Listing



Data Management for *Government*
and *Business*

058-040-018-000 CITY OF AMERICAN CANYON 4381 BROADWAY AMERICAN CANYON CA 94503	1	058-040-036-000 SAME AS KEY #1	2	058-040-042-000 SAME AS KEY #1	3
058-050-046-000 SAME AS KEY #1	4	058-050-048-000 SAME AS KEY #1	5	058-571-014-000 SAME AS KEY #1	6
058-571-015-000 SAME AS KEY #1	7	058-573-001-000 [REDACTED] 251 VINCI WAY AMERICAN CANYON CA 94503	8	058-573-002-000 [REDACTED] 247 VINCI WAY AMERICAN CANYON CA 94503	9
058-573-003-000 [REDACTED] 243 VINCI WAY AMERICAN CANYON CA 94503	10	058-573-029-000 [REDACTED] 146 WETLANDS EDGE RD AMERICAN CANYON CA 94503	11	058-573-030-000 [REDACTED] 150 WETLANDS EDGE RD AMERICAN CANYON CA 94503	12
058-573-031-000 [REDACTED] 154 WETLANDS EDGE RD AMERICAN CANYON CA 94503	13	058-573-032-000 [REDACTED] 158 WETLANDS EDGE RD AMERICAN CANYON CA 94503	14	058-573-033-000 [REDACTED] 162 WETLANDS EDGE RD AMERICAN CANYON CA 94503	15
058-573-034-000 [REDACTED] 166 WETLANDS EDGE RD AMERICAN CANYON CA 94503	16	058-573-035-000 [REDACTED] 440 BETTONA WAY AMERICAN CANYON CA 94503	17	058-573-036-000 [REDACTED] 436 BETTONA WAY AMERICAN CANYON CA 94503	18
058-573-037-000 [REDACTED] 432 BETTONA WAY AMERICAN CANYON CA 94503	19	058-581-001-000 [REDACTED] 228 WETLANDS EDGE RD AMERICAN CANYON CA 94503	20	058-581-002-000 [REDACTED] 232 WETLANDS EDGE RD AMERICAN CANYON CA 94503	21
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500' Radius Property Owners Study – 205 Wetlands Edge Rd., American Canyon CA 94503 September 27, 2023

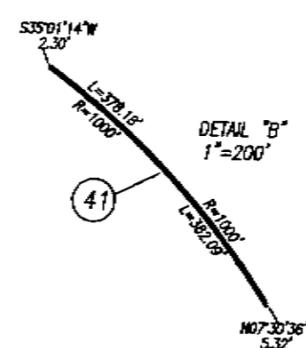
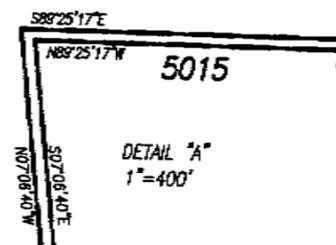
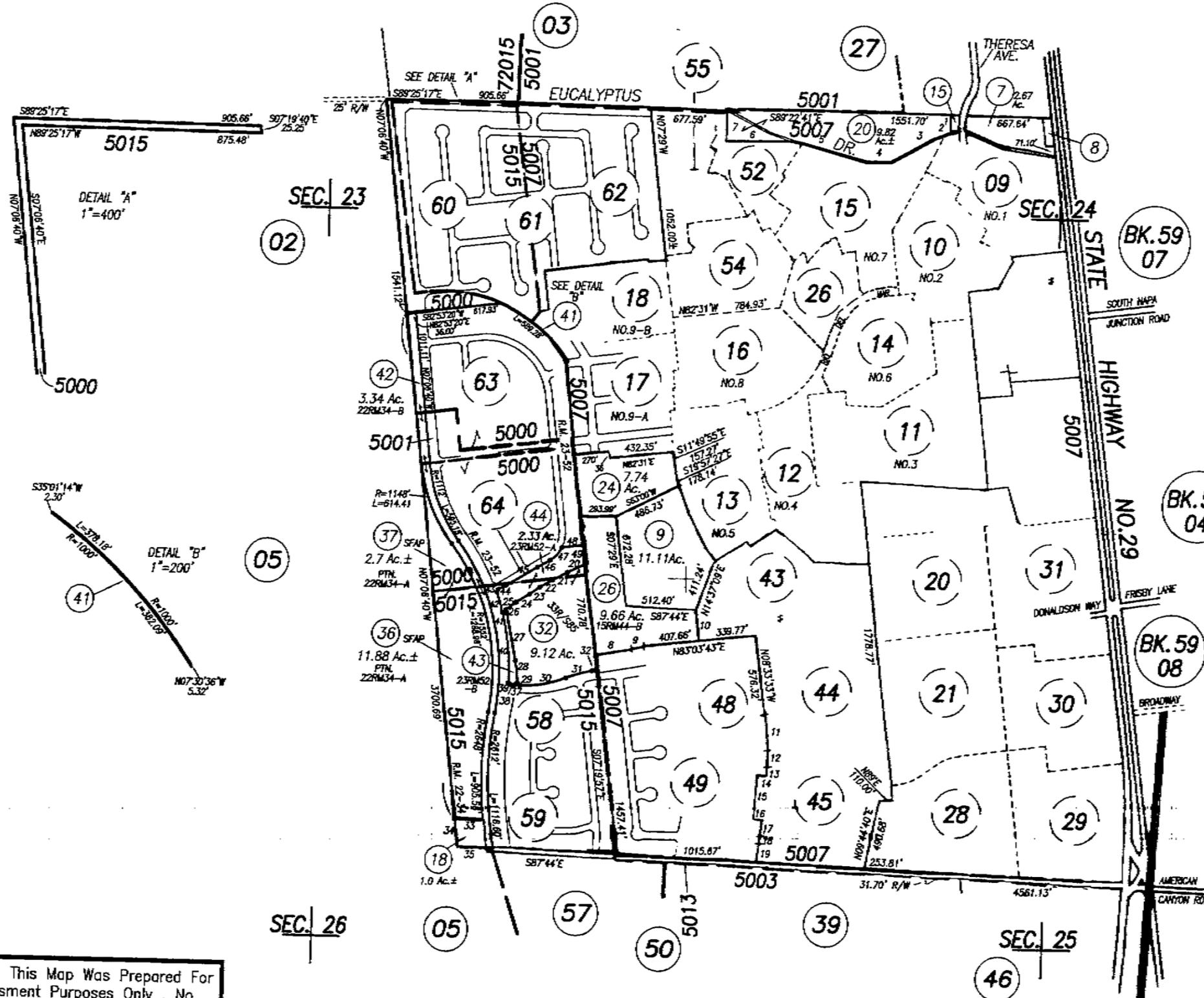
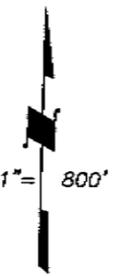
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058-591-014-000 [REDACTED] 27 PEACOCK CIR AMERICAN CANYON CA 94503	40	058-591-015-000 SAME AS KEY #1	41	058-591-016-000 [REDACTED] 23 PEACOCK CIR AMERICAN CANYON CA 94503	42
058-591-017-000 [REDACTED] 19 PEACOCK CIR AMERICAN CANYON CA 94503	43	058-591-018-000 CAPITAL ALLIANCE LLC 1108 5TH AVE #202 SAN RAFAEL CA 94901	44	058-591-019-000 [REDACTED] 6276 PEBBLE BEACH DR VALLEJO CA 94591	45
058-592-001-000 [REDACTED] 14 LARK CT AMERICAN CANYON CA 94503	46	058-592-002-000 [REDACTED] 10 LARK CT AMERICAN CANYON CA 94503	47	058-592-003-000 [REDACTED] 28 MARSHALL WAY DALY CITY CA 94014	48
058-592-004-000 [REDACTED] 2 LARK CT AMERICAN CANYON CA 94503	49	058-592-005-000 [REDACTED] 3 LARK CT AMERICAN CANYON CA 94503	50	058-592-006-000 [REDACTED] 7 LARK CT AMERICAN CANYON CA 94503	51
058-592-007-000 [REDACTED] 11 LARK CT AMERICAN CANYON CA 94503	52	058-592-008-000 [REDACTED] 20 PEACOCK CIR AMERICAN CANYON CA 94503	53	058-592-009-000 [REDACTED] 16 PEACOCK CIR AMERICAN CANYON CA 94503	54
058-592-010-000 [REDACTED] 12 PEACOCK CIR AMERICAN CANYON CA 94503	55	058-592-011-000 [REDACTED] 8 PEACOCK CIR AMERICAN CANYON CA 94503	56		

Assessor's Maps



Data Management for Government
and Business

Tax Area Code
5000, 5001
5007, 5013, 5015



1.	S07°29'E	134.64'
2.	S72°02'W	98.47'
3.	S58°12'W	184.77'
4.	R=600.00'	L=518.01'
5.	N72°20'W	291.17'
6.	N88°22'41'W	538.84'
7.	N07°37'19'E	245.56'
8.	N79°51'13'E	274.46'
9.	R=2034.00'	L=116.85'
10.	N07°29'W	220.67'
11.	S06°06'55'E	257.08'
12.	S07°33'50'E	124.14'
13.	N03°33'40'E	60.00'
14.	N82°55'31'W	64.02'
15.	N03°09'05'E	312.22'
16.	N83°58'08'W	64.43'
17.	N02°37'34'E	125.08'
18.	N06°06'10'E	54.02'
19.	N02°17'38'E	141.45'
20.	S6°18'48'W	131.07'
21.	S61°34'47'W	122.00'
22.	S58°36'55'W	104.32'
23.	S55°10'01'W	90.66'
24.	S57°30'41'W	111.87'
25.	S51°51'05'W	90.04'
26.	R=1034'	L=22.51'
27.	S11°58'40'E	355.15'
28.	R=880'	L=161.06'
29.	S45°13'11'E	27.65'
30.	R=816'	L=357.31'
31.	R=884'	L=194.89'
32.	S79°59'57'W	19.98'
33.	N87°45'W	209.00'
34.	N07°16'W	211.33'
35.	S87°44'E	179.33'
36.	S07°28E	50.00'
37.	R=816'	L=42.97'
38.	N85°55'54'W	22.58'
39.	N52°10'09'W	24.64'
40.	R=1625'	L=513.69'
41.	N51°51'05'E	34.40'
42.	R=1625'	L=152.92'
43.	N22°41'27'E	20.39'
44.	R=522'	L=67.47'
45.	N58°36'55'E	263.53'
46.	N59°11'19'E	100.01'
47.	R=223'	L=133.70'
48.	N82°40'03'E	143.06'
49.	S07°19'57'E	145.91'

040-02, 33, 34 & 35	LLA 12-13-99
040-38 THRU 40	RM & PTN 33 TO
PG.s 58 & 59	11-14-00
040-42	RM
	11-14-00
TRA CHANGES	12-31-00
040-32	RS
	5-3-01
040-41	RM & 04, 34 & PTN 03 TO
PG.s 60, 61 & 62	6-28-02
040-43 & 44	RM & 38 & 39 TO
PG.s 63, & 64	2-18-03
REVISION	DATE

NOTE: This Map Was Prepared For Assessment Purposes Only, No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.

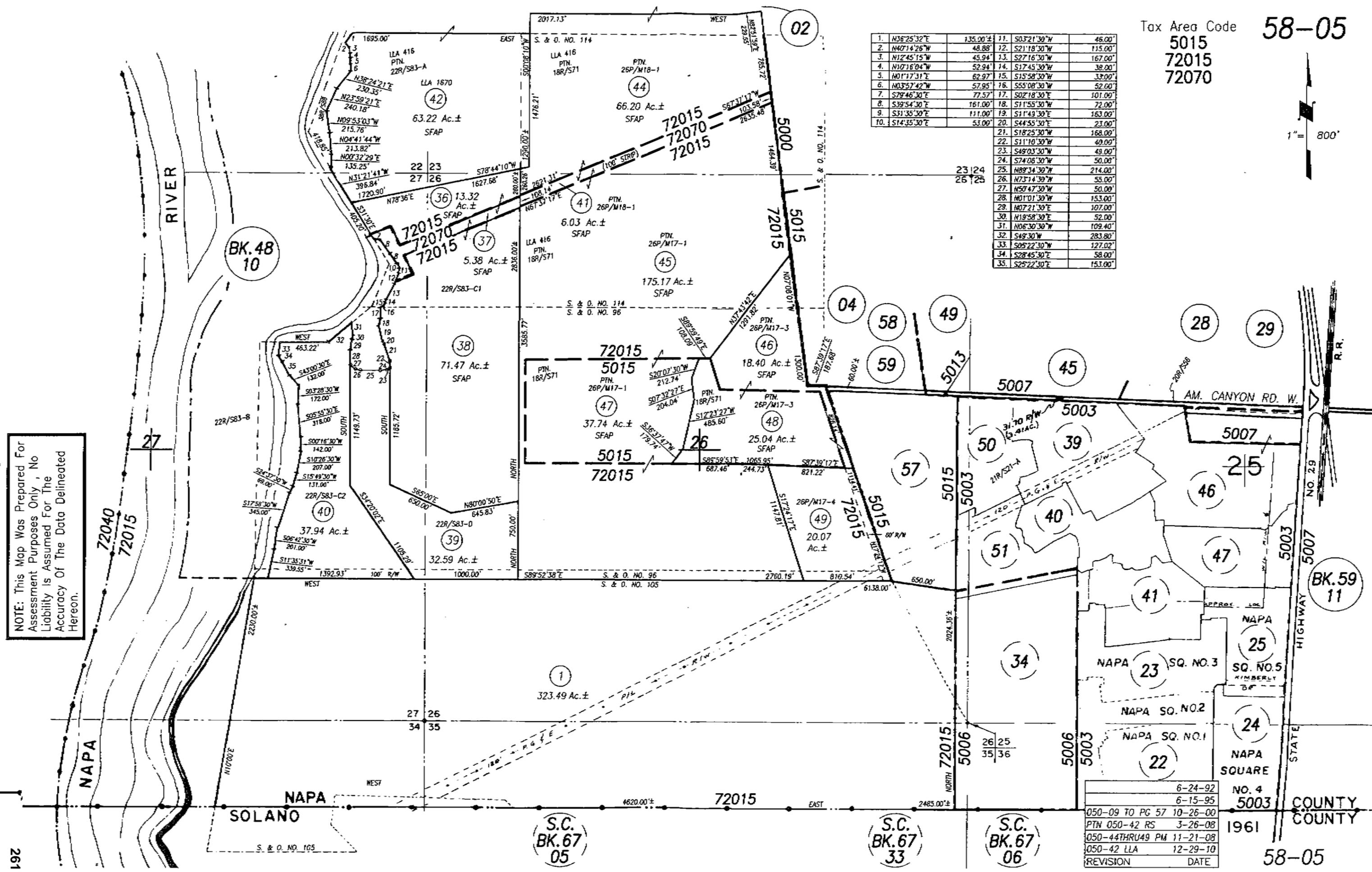
Assessor's Map Bk. 58 Pg. 04
County of Napa, Calif.
1960
RE-DRAWN FROM OLD 25-39, 40, 44 & 46 TO 55 INCL

Tax Area Code **58-05**
5015
72015
72070

1" = 800'

1.	N36°25'32"E	135.00'	11.	S03°21'30"W	46.00'
2.	N40°14'26"W	48.88'	12.	S21°18'30"W	115.00'
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8.	S39°54'30"E	161.00'	18.	S11°55'30"W	72.00'
9.	S31°35'30"E	111.00'	19.	S11°49'30"E	163.00'
10.	S14°35'30"E	53.00'	20.	S44°55'30"E	23.00'
			21.	S18°25'30"W	168.00'
			22.	S11°18'30"W	49.00'
			23.	S49°03'30"W	49.00'
			24.	S74°06'30"W	50.00'
			25.	N89°34'30"W	214.00'
			26.	N73°14'30"W	55.00'
			27.	N50°47'30"W	50.00'
			28.	N01°01'30"W	153.00'
			29.	N07°21'30"E	107.00'
			30.	N19°58'30"E	52.00'
			31.	N06°30'30"W	109.40'
			32.	S49°30'W	283.80'
			33.	S05°22'30"W	127.02'
			34.	S28°45'30"E	58.00'
			35.	S25°22'30"E	153.00'

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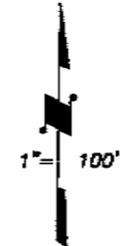
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6-15-95
050-09 TO PG 57 10-26-00
PTN 050-42 RS 3-26-08
050-44THRU49 PM 11-21-08
050-42 LLA 12-29-10
REVISION DATE

NO. 4
5003
 COUNTY
 COUNTY
58-05

COUNTY ASSESSOR'S PARCEL MAP

58-58
58-04

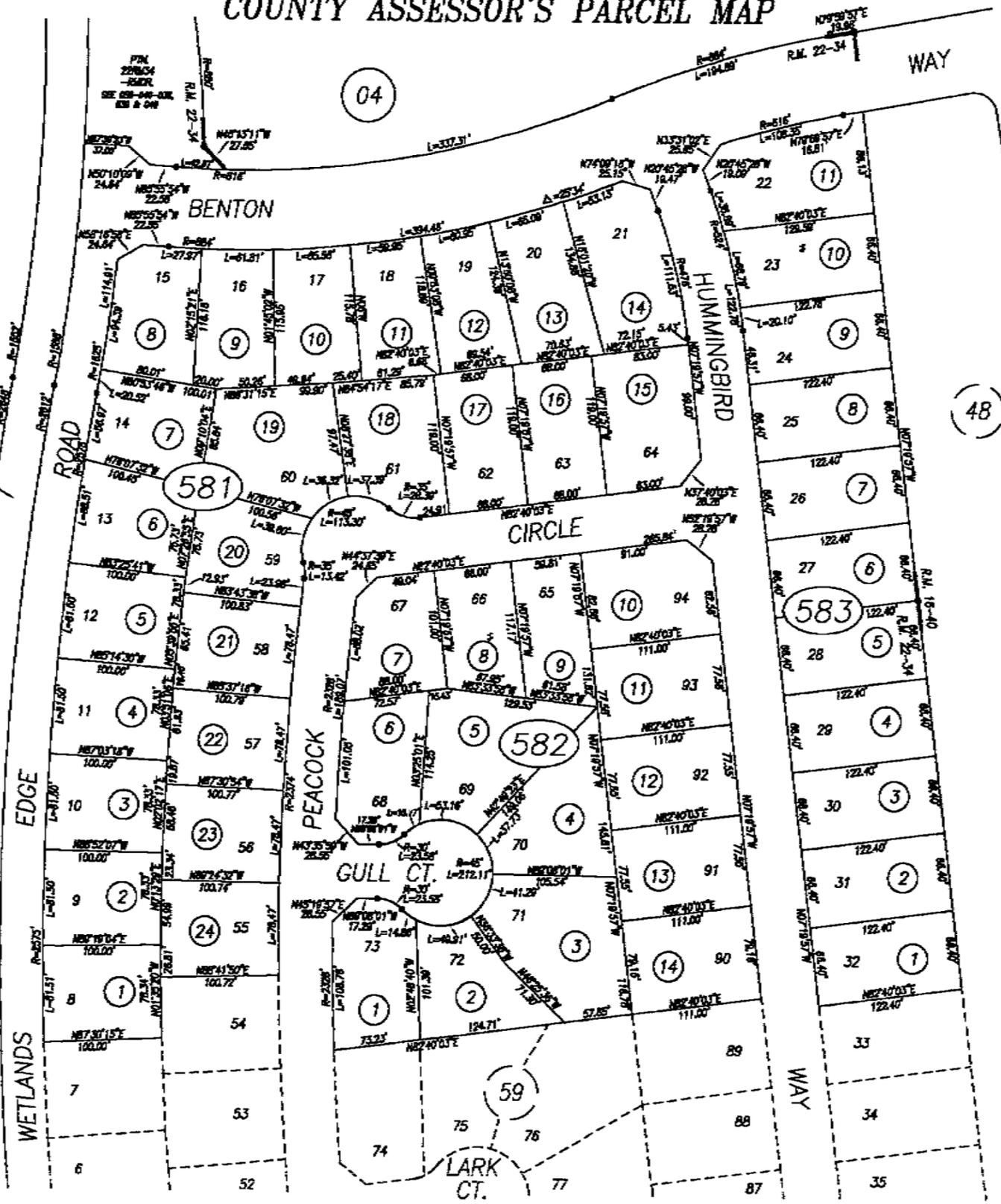
Tax Area Code
5015



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SUNSET MEADOWS UNIT 1,
R.M. BK. 22 PG.s 34-41

22 RW 34-41	11-14-00
REVISION	DATE



05

04

48

49

58-58
ALDER CT.

Tax Area Code
5015

1" = 100'



PTLN
22RM34-A
SEE 058-040-035 & 037

PTLN
22RM34-B
SEE 058-04

22 RM 34-41	11-14-00
REVISION	DATE

NOTE: This Map Was Prepared For Assessment Purposes Only, No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.



TITLE

Fiscal Year 2023-24 Mid-Year Budget Amendments

RECOMMENDATION

Adopt a Resolution approving Mid-Year Budget Amendments to Fiscal Year 2023-24 Budget.

CONTACT

Juan Gomez, Finance Director

BACKGROUND & ANALYSIS

The City adopts a budget each June for the upcoming fiscal year. It covers the time period of “one year” (July 1 through June 30). Thereafter, staff routinely monitors expenditures and revenues on a monthly basis. After the completion of the prior fiscal year’s Annual Comprehensive Financial Report (ACFR) near the mid-term of the fiscal year, staff undertakes a comprehensive review of the City’s financial position. This proposed mid-year budget estimates revenue and expense expectations and needs for the remainder of the current fiscal year.

During the “Mid-Year Budget Review” process, staff compares their respective departments’ actual revenue and expenditures, expectations for the remainder of the fiscal year, and compares those results to amounts budgeted. This fiscal year’s process includes activity posted through December 31, 2023. It also includes analysis about planned work not yet complete and unplanned work that is desired before the end of the fiscal year. This includes any added, unplanned work to this “Mid-Year Budget Review” and associated Mid-Year Budget Amendments for that are included.

The Fiscal Year 2022-23 audit was completed in December 2023 and based on those results and input from other city departments, the proposed Mid-Year Budget Amendments are summarized in Exhibit A and projected ending fund balances are summarized in Exhibit B. A detailed report will be added to the City's new transparency portal, which shows requests at the fund level and at a more granular and aggregate levels.

Staff presented a year-to-date fiscal analysis and proposed Mid-Year Budget amendments to the Finance Committee on February 8, 2024, and the committee recommended that the city council approve the Mid-Year Budget as presented.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The General Fund net increase in appropriations from the mid-year budget amendment process is \$228,001. The increase in revenues is \$526,264 primarily consisting of increases in property tax revenues in the amount of \$759,000 offset by reductions in Sales Tax and Transit Occupancy Tax. The increase in expenses of \$298,263 consists of increase in legal services related to existing litigation and professional services related to temporary staffing and inspection services. The revised net budgeted operating surplus is \$288,578 which is expected to bring the unassigned General Fund-fund balance up to \$1,471,029.

Special Revenue Fund total net appropriation amendments decreased \$165,849, which is comprised of an increase of \$25,000 in expenditures and an increase in revenues of \$190,849. The revised net income is decreasing (\$1,671,948) and estimated ending fund balances for all special revenue funds is \$13,371,513.

Capital Projects Fund revenue budget amendments decreased by \$4,708,115, and expenditures amendments decreased by \$443,505. The revised net increase in fund balance is \$2,739,060 and estimated ending fund balances for all capital project funds is \$13,007,109.

Water Enterprise Fund appropriation amendments decreased \$3,830,300 which is comprised of an increase in expenditures of \$802,243 and a decrease in revenues of \$3,027,957. The revised net income is \$836,184 and estimated ending net position for the water enterprise fund is \$40,005,117.

Wastewater Enterprise Fund appropriation amendments decreased \$121,570, which is comprised of a decrease in expenditures of \$57,523 and a decrease in revenues of \$79,093. The revised net income is \$294,963 and estimated ending net position for City funds is \$31,552,136.

Recycled Water Enterprise Fund total net appropriation amendments decreased \$53,271 which is comprised of a decrease in expenditures of \$53,271. The revised net loss is \$866,705 and estimated ending net position for City funds is negative \$2,139,312.

Internal Service Fund appropriation amendments total \$20,272, which is comprised of an increase in expenditures of \$20,272. The revised net income is \$4,204,127 and estimated ending net position for City funds is \$5,384,047.

ENVIRONMENTAL REVIEW

Not applicable.

ATTACHMENTS:

[1. Resolution - Fiscal Year 2023-24 Mid-Year Budget Amendments](#)

2. Exhibit A - FY2023-24 Mid-Year Budget Adjustments
3. Exhibit B - FY2023-24 Mid-Year Budget Fund Balance

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
APPROVING MID-YEAR BUDGET AMENDMENTS TO THE FISCAL YEAR 2023-24
BUDGET**

WHEREAS, the City Council reviewed the Fiscal Year 2023-24 Budget versus actual revenue and expenditure reports through December 31, 2023; and

WHEREAS, staff also reviewed the General Fund and discussed variances and general operations and noted that the City’s revenues are expected to exceed the estimated budget by the end of the fiscal year and that overall expenditures are also expected to exceed the current estimated budget; and

WHEREAS, there are some recommended changes to revenue and expense budgets that result from unforeseen or unanticipated events when the Fiscal Year 2023-24 Budget was adopted by the City Council on June 6, 2023 and require amendments to the budget as stated in Exhibit A, attached hereto and made a part thereof.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby resolves to approve the budget amendments attached hereto as Exhibit A.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 20th day of February 2024, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss, CMC, City Clerk

William D. Ross, City Attorney

FISCAL YEAR 2023-24		Revenue Budget	Expenditure Budget	Revenues	Expenditures	Revenues	Expenditures	Net Income
Fund Description	Amended-To-Date	Amended-To-Date	Mid-Year Adjustment	Mid-Year Adjustment	Revised Amended	Revised Amended	Revised Expected	
100 GENERAL FUND	27,765,716.00	32,923,469.96	526,264.00	298,263.00	28,291,980.00	33,221,732.96	(4,929,752.96)	
105 DEVELOPER PROJECTS	1,183,700.00	1,101,000.00	171,182.00	103,024.00	1,354,882.00	1,204,024.00	150,858.00	
210 STORM DRAIN/MEASURE A	99,000.00	1,459,833.00			99,000.00	1,459,833.00	(1,360,833.00)	
211 MEASURE T	1,817,000.00	2,326,594.00			1,817,000.00	2,326,594.00	(509,594.00)	
212 GAS TAX/ROAD MAINTENANCE	611,700.00	431,873.78			611,700.00	431,873.78	179,826.22	
213 GAS TAX RMRA	555,391.00	800,000.00			555,391.00	800,000.00	(244,609.00)	
215 CALHOME PROGRAM	60,090.00	35,199.00	140.00		60,230.00	35,199.00	25,031.00	
216 CDBG - REHAB LOAN PROGRAM	800.00	80,751.00	678.00		1,478.00	80,751.00	(79,273.00)	
217 HOME PROGRAM	63,400.00	48,949.00	12,875.00		76,275.00	48,949.00	27,326.00	
218 STATE SUPP LAW ENF (COPS)	174,450.00	173,250.00			174,450.00	173,250.00	1,200.00	
220 BEGIN PROGRAM	34,000.00	-	700.00		34,700.00	-	34,700.00	
230 STATE GRANTS	2,606,087.00	2,748,706.44			2,606,087.00	2,748,706.44	(142,619.44)	
240 FEDERAL GRANTS	8,665,920.00	8,665,920.00			8,665,920.00	8,665,920.00	-	
252 NEWELL OPEN SPACE PRESERVE	4,000.00	16,750.00	12,650.00	25,000.00	16,650.00	41,750.00	(25,100.00)	
254 LAVIGNE OPEN SPACE MAINTEN	1,442.00	8,000.00	1,843.00		3,285.00	8,000.00	(4,715.00)	
261 LLAD Zone 1, LaVigne	199,000.00	689,415.00	8,200.00		207,200.00	689,415.00	(482,215.00)	
262 LLAD Zone 2, Vintage Ranch	321,473.00	659,780.00	3,150.00		324,623.00	659,780.00	(335,157.00)	
263 LLAD Zone 3, Napa Junction	195,000.00	186,330.00	120.00		195,120.00	186,330.00	8,790.00	
275 GP UPDATE FEE FUND	54,873.00	193,244.00	125,851.00		180,724.00	193,244.00	(12,520.00)	
280 CANNABIS FUND	-	3,000.00			-	3,000.00	(3,000.00)	
281 COMM FACILITIES DIST FUND	7,390,406.00	7,349,656.00	42.00		7,390,448.00	6,171,234.00	1,219,214.00	
282 LEGAL SETTLEMENT	7,000.00	-	8,000.00		15,000.00	-	15,000.00	
283 NATIONAL OPIOID SETTLEMENT	-	-	16,600.00		16,600.00		16,600.00	
310 PARKS IMPACT FEE FUND	5,795,946.38	1,946,229.74	(3,815,632.00)		1,980,314.38	1,946,229.74	34,084.64	
320 TRAFFIC IMPACT FEE FUND	2,109,235.00	223,437.85	688,532.00		2,797,767.00	223,437.85	2,574,329.15	
330 CIVIC IMPACT FEE FUND	1,096,889.00	-	(506,274.00)		590,615.00	-	590,615.00	
340 AFFORDABLE HOUSING	1,585,163.00	-	(37,625.00)		1,547,538.00	-	1,547,538.00	
350 CAPITAL PROJECTS	25,414,037.78	27,177,715.00	(2,000.00)	(443,505.30)	25,412,037.78	26,734,209.70	(1,322,171.92)	
360 AMCAN RD E ASSMT DIST	4,000.00	-			4,000.00	-	4,000.00	
370 ZERO WATER FOOTPRINT	1,166,681.00	663,499.61	(1,035,116.00)		131,565.00	663,499.61	(531,934.61)	
380 UTILITY UNDERGROUND FUND	2,600.00	160,000.00			2,600.00	160,000.00	(157,400.00)	
420 CABERNET VILLAGE LSE DS	468,639.00	468,639.00			468,639.00	468,639.00	-	
440 ENGIE EQUIP/LEASE DEBT SVC	36,949.00	36,949.40			36,949.40	36,949.40	-	
510 WATER OPERATIONS	9,955,618.00	13,772,358.42	61,100.00	802,343.00	10,016,718.00	14,574,701.42	(4,557,983.42)	
515 WTR DEBT SERVICE FUND	89,171.00	89,170.73			89,171.00	89,170.73	0.27	
520 WATER CAPACITY FEE FUND	8,552,214.00	68,989.78	(3,089,057.00)		5,463,157.00	68,989.78	5,394,167.22	
530 WATER CIP	2,038,185.00	2,038,185.00			2,038,185.00	2,038,185.00	-	
540 WASTEWATER OPERATIONS	5,261,283.00	7,597,562.66	11,407.00	(57,523.00)	5,272,690.00	7,540,039.66	(2,267,349.66)	
545 WW DEBT SERVICE FUND	215,074.00	215,073.72			215,074.00	215,073.72	0.28	
550 WASTEWATER CAPACITY FEE	3,417,005.90	747,193.93	(190,500.00)		3,226,505.90	747,193.93	2,479,311.97	
WW CIP	2,166,678.00	2,166,678.00			2,166,678.00	2,166,678.00	-	

FISCAL YEAR 2023-24

Fund Description	Revenue Budget Amended-To-Date	Expenditure Budget Amended-To-Date	Revenues Mid-Year Adjustment	Expenditures Mid-Year Adjustment	Revenues Revised Amended	Expenditures Revised Amended	Net Income Revised Expected
570 WW CAPITAL RESERVE	83,000.00	-			83,000.00	-	83,000.00
580 RECYCLED WATER FUND	215,000.00	1,134,975.68		(53,271.00)	215,000.00	1,081,704.68	(866,704.68)
590 RECYCLED WATER CIP	3,343,628.47	3,343,628.47			3,343,628.47	3,343,628.47	-
651 ISF - BLDG MAINTENANCE	994,001.00	1,088,618.98		(54,000.00)	994,001.00	1,034,618.98	(40,617.98)
652 ISF - FLEET	1,173,021.00	1,315,911.40		1,200.00	1,173,021.00	1,317,111.40	(144,090.40)
653 ISF - INFO TECHNOLOGY	1,118,769.00	1,132,834.65		73,072.00	1,118,769.00	1,205,906.65	(87,137.65)
654 ISF - LEGAL SERVICES	612,166.00	386,500.00			612,166.00	386,500.00	225,666.00
655 ISF - PARKS RENOV & REPL	2,737,000.00	736,693.00			2,737,000.00	736,693.00	2,000,307.00
656 ISF - STREETS RENOV & REPL	1,500,000.00	-			1,500,000.00	-	1,500,000.00
657 ISF - CVC FAC RENOV & REPL	500,000.00	50,000.00			500,000.00	50,000.00	450,000.00
658 ISF - PS BLDG RENOV & REPL	200,000.00	-			200,000.00	-	200,000.00
659 ISF - PENSION STABILIZATIO	100,000.00	-			100,000.00	-	100,000.00
TOTAL	133,762,402.53	126,462,566.20	(7,026,870.00)	694,602.70	126,735,532.93	125,978,746.90	756,786.03

FISCAL YEAR 2023-24	Beginning	Revenues	Revenue Actuals	Expenditures	Expenditure Actuals	Net Income	Projected Ending
Fund Description	Fund Balances	Revised Amended	Thru 12/31/2023	Revised Amended	Thru 12/31/2023	Revised	Fund Balances
100 GENERAL FUND	14,435,960.29	28,291,980.00	10,241,225.82	33,221,732.96	12,367,048.34	(4,929,752.96)	9,506,207.33
105 DEVELOPER PROJECTS	938,299.00	1,354,882.00	194,049.74	1,204,024.00	112,131.78	150,858.00	1,089,157.00
210 STORM DRAIN/MEASURE A	5,814,902.91	99,000.00	104,331.21	1,459,833.00	26,462.10	(1,360,833.00)	4,454,069.91
211 MEASURE T	4,583,290.99	1,817,000.00	547,766.11	2,326,594.00	571,841.85	(509,594.00)	4,073,696.99
212 GAS TAX/ROAD MAINTENANCE	351,812.09	611,700.00	212,489.21	431,873.78	82,625.56	179,826.22	531,638.31
213 GAS TAX RMRA	1,338,800.58	555,391.00	251,977.33	800,000.00	849,043.17	(244,609.00)	1,094,191.58
215 CALHOME PROGRAM	12,332.27	60,230.00	136.91	35,199.00	-	25,031.00	37,363.27
216 CDBG - REHAB LOAN PROGRAM	78,753.71	1,478.00	2,567.98	80,751.00	-	(79,273.00)	(519.29)
217 HOME PROGRAM	24,816.87	76,275.00	42,875.00	48,949.00	328,107.00	27,326.00	52,142.87
218 STATE SUPP LAW ENF (COPS)	4,649.78	174,450.00	127,804.12	173,250.00	77,790.38	1,200.00	5,849.78
220 BEGIN PROGRAM	107,882.71	34,700.00	34,885.75	-	-	34,700.00	142,582.71
230 STATE GRANTS	226,995.41	2,606,087.00	-	2,748,706.44	2,075,528.71	(142,619.44)	84,375.97
240 FEDERAL GRANTS	(136,029.84)	8,665,920.00	8,159.37	8,665,920.00	538,850.43	-	(136,029.84)
252 NEWELL OPEN SPACE PRESERVE	249,860.77	16,650.00	9,167.13	41,750.00	-	(25,100.00)	224,760.77
254 LAVIGNE OPEN SPACE MAINTEN	178,224.20	3,285.00	1,969.83	8,000.00	865.96	(4,715.00)	173,509.20
261 LLAD Zone 1, LaVigne	627,235.52	207,200.00	7,626.78	689,415.00	99,931.11	(482,215.00)	145,020.52
262 LLAD Zone 2, Vintage Ranch	1,150,417.40	324,623.00	14,696.59	659,780.00	130,034.35	(335,157.00)	815,260.40
263 LLAD Zone 3, Napa Junction	1,431,227.00	195,120.00	13,230.44	186,330.00	30,298.64	8,790.00	1,440,017.00
275 GP UPDATE FEE FUND	(162,210.51)	180,724.00	20,037.37	193,244.00	-	(12,520.00)	(174,730.51)
280 CANNABIS FUND	(14,631.87)	-	-	3,000.00	-	(3,000.00)	(17,631.87)
281 COMM FACILITIES DIST FUND	(1,743,982.96)	7,390,448.00	21.12	6,171,234.00	494,976.70	1,219,214.00	(524,768.96)
282 LEGAL SETTLEMENT	919,114.29	15,000.00	10,204.87	-	-	15,000.00	934,114.29
283 NATIONAL OPIOID SETTLEMENT	-	16,600.00	16,618.00	-	-	16,600.00	16,600.00
310 PARKS IMPACT FEE FUND	1,694,129.20	1,980,314.38	18,253.04	1,946,229.74	476,980.00	34,084.64	1,728,213.84
320 TRAFFIC IMPACT FEE FUND	4,263,815.45	2,797,767.00	67,231.76	223,437.85	-	2,574,329.15	6,838,144.60
330 CIVIC IMPACT FEE FUND	1,508,115.83	590,615.00	18,106.39	-	-	590,615.00	2,098,730.83
340 AFFORDABLE HOUSING	310,073.64	1,547,538.00	5,297.69	-	-	1,547,538.00	1,857,611.64
350 CAPITAL PROJECTS	1,290,386.20	25,412,037.78	3,157,279.60	26,734,209.70	3,214,458.99	(1,322,171.92)	(31,785.72)
360 AMCAN RD E ASSMT DIST	332,239.24	4,000.00	363.11	-	-	4,000.00	336,239.24
370 ZERO WATER FOOTPRINT	561,595.36	131,565.00	7,994.54	663,499.61	611,647.49	(531,934.61)	29,660.75
380 UTILITY UNDERGROUND FUND	307,693.66	2,600.00	3,416.29	160,000.00	-	(157,400.00)	150,293.66
420 CABERNET VILLAGE LSE DS	-	468,639.00	-	468,639.00	234,319.44	-	-
440 ENGIE EQUIP/LEASE DEBT SVC	-	36,949.40	9,237.34	36,949.40	18,474.69	-	-
510 WATER OPERATIONS	32,880,194.47	10,016,718.00	4,628,333.68	14,574,701.42	3,238,346.03	(4,557,983.42)	28,322,211.05
515 WTR DEBT SERVICE FUND	27,080.06	89,171.00	22,292.69	89,170.73	44,585.37	0.27	27,080.33
520 WATER CAPACITY FEE FUND	5,302,453.70	5,463,157.00	102,110.31	68,989.78	9,597.25	5,394,167.22	10,696,620.92
530 WATER CIP	959,205.16	2,038,185.00	-	2,038,185.00	-	-	959,205.16
540 WASTEWATER OPERATIONS	27,153,736.88	5,272,690.00	2,348,521.91	7,540,039.66	2,042,847.85	(2,267,349.66)	24,886,387.22
545 WW DEBT SERVICE FUND	(2,791,210.36)	215,074.00	53,768.44	215,073.72	107,536.87	0.28	(2,791,210.08)
550 WASTEWATER CAPACITY FEE	6,197,773.42	3,226,505.90	63,062.16	747,193.93	-	2,479,311.97	8,677,085.39
WW CIP	146,534.22	2,166,678.00	1,117.50	2,166,678.00	1,117.50	-	146,534.22

FISCAL YEAR 2023-24

Fund Description	Beginning Fund Balances	Revenues Revised Amended	Revenue Actuals Thru 12/31/2023	Expenditures Revised Amended	Expenditure Actuals Thru 12/31/2023	Net Income Revised	Projected Ending Fund Balances
570 WW CAPITAL RESERVE	550,339.46	83,000.00	24,894.78	-	-	83,000.00	633,339.46
580 RECYCLED WATER FUND	(2,174,836.31)	215,000.00	120,914.05	1,081,704.68	311,109.05	(866,704.68)	(3,041,540.99)
590 RECYCLED WATER CIP	902,229.19	3,343,628.47	2,518,952.10	3,343,628.47	2,518,952.10	-	902,229.19
601 LAVIGNE SAD REASSMT REV BO	1,351,039.56	-	11,105.49	-	9,077.70	-	1,351,039.56
602 AMCAN RD E INF REV BOND	1,331,973.72	-	10,674.18	-	6,466.90	-	1,331,973.72
603 COMM FACILITIES DISTRICT	5,778,671.03	-	29,983.24	-	3,598.18	-	5,778,671.03
610 TOURISM IMPROVEMENT DIST	96,481.61	-	220,669.79	-	125,965.14	-	96,481.61
651 ISF - BLDG MAINTENANCE	321,431.00	994,001.00	250,977.78	1,034,618.98	311,776.89	(40,617.98)	280,813.02
652 ISF - FLEET	817,093.15	1,173,021.00	310,231.77	1,317,111.40	495,051.58	(144,090.40)	673,002.75
653 ISF - INFO TECHNOLOGY	349,663.67	1,118,769.00	280,143.31	1,205,906.65	493,922.81	(87,137.65)	262,526.02
654 ISF - LEGAL SERVICES	(308,268.08)	612,166.00	152,245.74	386,500.00	147,743.42	225,666.00	(82,602.08)
655 ISF - PARKS RENOV & REPL	-	2,737,000.00	-	736,693.00	-	2,000,307.00	2,000,307.00
656 ISF - STREETS RENOV & REPL	-	1,500,000.00	-	-	-	1,500,000.00	1,500,000.00
657 ISF - CVC FAC RENOV & REPL	-	500,000.00	-	50,000.00	-	450,000.00	450,000.00
658 ISF - PS BLDG RENOV & REPL	-	200,000.00	-	-	-	200,000.00	200,000.00
659 ISF - PENSION STABILIZATION	-	100,000.00	-	-	-	100,000.00	100,000.00
TOTAL	119,577,354.74	126,735,532.93	26,299,019.36	125,978,746.90	32,209,111.33	756,786.03	120,334,140.77



Maintenance and Utilities Department Update

Water Operations Division

February 20, 2024

American Canyon Water Supply and Demand

- In Year 2023 the State Water Project (SWP) water supply allocation was 100% equivalent to 5,200 (AF)
- The City of American Canyon's Water Supply January – December 2023 was 2,064 AF



Operational Risk and Vulnerability Assessment (ORVA)

- Encompasses operations, maintenance, engineering and management practices for the City’s two treatment facilities.
- Capital Improvement Projects, repairs and maintenance.
- Observations in the document are the result of evaluation of City-provided documents and workshops conducted with the City staff.

Risk assessment matrix

		Severity →				
		Negligible	Minor	Moderate	Significant	Severe
↑ Likelihood	Very Likely	Low Med	Medium	Med Hi	High	High
	Likely	Low	Low Med	Medium	Med Hi	High
	Possible	Low	Low Med	Medium	Med Hi	Med Hi
	Unlikely	Low	Low Med	Low Med	Medium	Med Hi
	Very Unlikely	Low	Low	Low Med	Medium	Medium

Risk Matrix Example

Likelihood X Severity = Risk Level

Preliminary Solids and Handling Evaluation

- Observations, recommendations and preliminary ideas for solids and handling facility at the Water Treatment Plant.



Water Operation Stats January-December 2023:

- Responded to 1,503 service calls
- Identified and repaired 215 water meter leaks
- Replaced 36 water meters
- Replaced 33 service connections
- Repaired 7 water mains
- 800 water meter lids were refurbished and repaired, estimated cost savings approximately \$92,000.00



Facility Enhancements

- Added a 24'x60' Modular Building
- Individual cubicles for all staff
- Conference meeting area
- Lunch breakroom area
- In-kind work by staff (water/electrical) saved approximately \$15,000.00



Staff Accomplishments

- **Fidel Lopez**
Cross-connection Specialist
Certification
- **William Harder**
Distribution Garde 2 Certification
- **Jonathan Wood**
Distribution Grade 1 Certification





CITY OF
AMERICAN
CANYON

In Closing

Q&A